IMPORTANT NOTICE

DISCLAIMER: Before continuing you must read the following disclaimer. The following disclaimer applies to the consent solicitation memorandum (the Consent Solicitation Memorandum) which appears below. By accessing the Consent Solicitation Memorandum, you shall be deemed (in addition to giving the representations below) to agree to be bound by all of the following terms and conditions, including any modifications to them, any time you receive any information from or on behalf of the issuer (as defined below) as a result of such acceptance and access.

The Consent Solicitation Memorandum contains important information which should be read carefully before any decision is made in respect of the Proposals, as defined and more fully described herein. If you are in any doubt as to the action you should take, you are recommended to seek your own financial advice, including in respect of any tax consequences, immediately from your stockbroker, bank manager, solicitor, accountant or other independent financial adviser authorised under the Financial Services and Markets Act 2000 as amended (if you are in the United Kingdom) or from another appropriately authorised independent financial adviser (if you are not).

Any individual or company whose Bonds (as defined below) are held on its behalf in the name of a broker, dealer, commercial bank, trust company or other nominee institution must contact such nominee promptly and instruct or make arrangements with such nominee to vote in accordance with the customary procedures of Euroclear Bank S.A./N.V. or Clearstream Banking, société anonyme (the "Clearing Systems") on your behalf. The deadlines set by any such custodial entity and each Clearing System for the submission of a voting instruction in relation to the Proposals as described in the Consent Solicitation Memorandum may be earlier than the relevant deadlines specified in this Consent Solicitation Memorandum. Neither Quantum Blockchain Technologies plc ("QBT" or the "Issuer"), Kroll Issuer Services Limited (the "Tabulation Agent") nor Deutsche Bank AG (Filiale London) (the "Principal Paying Agent"), in respect of the Bonds makes any recommendation as to whether or how holders of the Bonds ("Bondholders") should act in respect of the Consent Solicitation.

THE DISTRIBUTION OF THIS CONSENT SOLICITATION MEMORANDUM IN CERTAIN JURISDICTIONS MAY BE RESTRICTED BY LAW AND PERSONS INTO WHOSE POSSESSION THIS CONSENT SOLICITATION MEMORANDUM COMES ARE REQUIRED TO INFORM THEMSELVES ABOUT, AND TO OBSERVE, ANY SUCH RESTRICTIONS.

Confirmation of your Representation: This Consent Solicitation Memorandum was sent at your request and, by accessing the Consent Solicitation Memorandum, you shall be deemed (in addition to the above) to have represented to the Issuer, the Tabulation Agent and any of their respective directors, officers, employees, agents and affiliates, that: (i) you are a holder or beneficial owner of the outstanding Euros 9,900,000 Zero Coupon Convertible Bonds due 22 December 2024 (the "Bonds") issued by QBT; and (ii) you consent to delivery of the Consent Solicitation Memorandum by electronic transmission.

You are otherwise reminded that the Consent Solicitation Memorandum has been delivered to you on the basis that you are a person into whose possession the Consent Solicitation Memorandum may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located or resident.

The Consent Solicitation Memorandum has been sent to you in an electronic form. You are reminded that material transmitted via this medium may be altered or changed during the process of electronic transmission and consequently none of the Principal Paying Agent, the Tabulation Agent, the Issuer or any of their respective directors, officers, employees, agents or affiliates accepts any liability or responsibility whatsoever in respect of any difference between the Consent Solicitation Memorandum distributed to you in electronic format and the hard copy version available to you on request from the Tabulation Agent that can be attributed to the process of electronic transmission.

QUANTUM BLOCKCHAIN TECHNOLOGIES PLC

CONSENT SOLICITATION STATEMENT

THE DISTRIBUTION OF THIS CONSENT SOLICITATION MEMORANDUM IN CERTAIN JURISDICTIONS MAY BE RESTRICTED BY LAW AND PERSONS INTO WHOSE POSSESSION THIS CONSENT SOLICITATION MEMORANDUM COMES ARE REQUIRED TO INFORM THEMSELVES ABOUT, AND TO OBSERVE, ANY SUCH RESTRICTIONS.

THIS CONSENT SOLICITATION MEMORANDUM IS IMPORTANT AND REQUIRES THE IMMEDIATE ATTENTION OF BONDHOLDERS (AS DEFINED BELOW). IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU ARE RECOMMENDED TO SEEK YOUR OWN FINANCIAL ADVICE, INCLUDING IN RESPECT OF ANY TAX CONSEQUENCES, IMMEDIATELY FROM YOUR STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT OR OTHER INDEPENDENT FINANCIAL ADVISER AUTHORISED UNDER THE FINANCIAL SERVICES AND MARKETS ACT 2000 AS AMENDED (IF YOU ARE IN THE UNITED KINGDOM) OR FROM ANOTHER APPROPRIATELY AUTHORISED INDEPENDENT FINANCIAL ADVISER (IF YOU ARE NOT).

NOT FOR RESALE, PUBLICATION OR DISTRIBUTION TO ANY UNITED STATES (US) PERSON (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT (AS DEFINED BELOW)) OR IN OR INTO THE UNITED STATES, ITS TERRITORIES AND POSSESSIONS (INCLUDING PUERTO RICO, THE US VIRGIN ISLANDS, GUAM, AMERICAN SAMOA, WAKE ISLANDS AND THE NORTHERN MARIANA ISLANDS), ANY STATE OF THE UNITED STATES OR THE DISTRICT OF COLUMBIA (THE UNITED STATES) OR ANY OTHER JURISDICTION WHERE IT IS UNLAWFUL TO RELEASE, PUBLISH OR DISTRIBUTE THIS ANNOUNCEMENT.

Solicitation of consents by

Quantum Blockchain Technologies plc (the "Issuer")

to each of the holders of the outstanding

Euros 9,900,000 Zero Coupon Convertible Bonds due 15 December 2026

(ISIN XS0891139031)

(the "Bonds" and the holders thereof, the "Bondholders")

The Issuer is soliciting the Bondholders to consider and, if thought fit, approve proposals to modify certain of the terms and conditions of the Bonds (the "**Conditions**") and the Deed Poll dated 21 March 2013 (the "**Deed Poll**") constituting the Bonds, by an Extraordinary Resolution pursuant to the Conditions and the Deed Poll (the "**Consent Solicitation**"). The Consent Solicitation is made on the terms and subject to the conditions contained in this consent solicitation memorandum (the "**Consent Solicitation Memorandum**").

The proposals that the Issuer is inviting the Bondholders to approve will, if approved and implemented, modify the clause 8.1 of the Terms and Conditions and the Deed Poll as follows (together, the "**Proposals**"):

(a) To alter the repayment/redemption amount to be paid at final maturity to compensate for the extension of the maturity date from 111.567827 per cent to 113.810340 per cent of the nominal amount of the Bonds;

(b) To amend the Final Maturity from "15 December 2026" to "15 December 2028"; and

(c) To amend the conversion price applicable on the conversion of Bonds at the option of the Bondholders,

THE VOTING DEADLINE IS 10:00 A.M. (LONDON TIME) ON 13 APRIL 2026 UNLESS EXTENDED OR AMENDED AT THE SOLE DISCRETION OF THE ISSUER AND AS MORE FULLY DESCRIBED IN THE SECTION OF THIS CONSENT SOLICITATION MEMORANDUM ENTITLED "*INDICATIVE SOLICITATION TIMETABLE*".

Bondholders who wish to vote and whose Bonds are held in the name of a broker, dealer, commercial bank, trust company or other nominee institution (including as CDIs) must contact such nominee promptly and instruct or make arrangements with such nominee to vote in accordance with the customary procedures of the Clearing Systems on behalf of the Bondholders. The deadlines set by any such custodial entity and each Clearing System for the submission of a Consent Instruction in connection with the Extraordinary Resolution(s) may be earlier than the relevant deadlines specified in this Consent Solicitation Memorandum.

Bondholders wishing to consent to the Extraordinary Resolution and thus approve it must vote in denominations of €150,000 (the Minimum Denomination) and integral multiples of €150,000 in excess thereafter. Any instructions which relates to a vote which is less than the Minimum Denomination will be rejected.

Any question or request for additional information in relation to (i) the Consent Solicitation should be directed to the Issuer and (ii) the delivery of Consent Instructions may be directed to the Tabulation Agent, the contact details for each are provided on the last page of this Consent Solicitation Memorandum.

The Issuer
23 March 2026

IMPORTANT NOTICES

The Issuer accepts responsibility for the information contained in this Consent Solicitation Memorandum or incorporated by reference herein and confirms that, to the best of its knowledge (having taken all reasonable care to ensure that such is the case), the information contained in this Consent Solicitation Memorandum is in accordance with the facts and does not omit anything likely to affect the import of such information.

No person is authorised in connection with the Consent Solicitation to give any information or to make any representation not contained in this Consent Solicitation Memorandum and any information or representation not contained in this Consent Solicitation Memorandum must not be relied upon as having been authorised by the Issuer, the Tabulation Agent or the Principal Paying Agent.

The Tabulation Agent is an agent of the Issuer and owes no duty to any holder of the Bonds. This Consent Solicitation Memorandum is only issued to and directed at Bondholders for the purposes of considering the Extraordinary Resolution. No other person may rely upon its contents, and it should not be relied upon by Bondholders for any other purpose.

The delivery of this Consent Solicitation Memorandum shall not, under any circumstances, create any implication that there has been no change in the affairs of the Issuer since the date of this Consent Solicitation Memorandum or that the information in this Consent Solicitation Memorandum is correct as of any time subsequent to the date of this Consent Solicitation Memorandum.

This Consent Solicitation Memorandum contains important information which each Bondholder should read carefully before making a decision with respect to the Consent Solicitation. If you are in any doubt as to the action you should take, you are recommended to seek your own financial advice immediately from your stockbroker, bank manager, solicitor, accountant or other appropriately authorised independent financial adviser in the relevant jurisdiction.

Neither the Issuer, the Tabulation Agent nor the Principal Paying Agent, nor any of their respective directors or employees, makes any recommendation whether Bondholders should approve the Proposals described in this Consent Solicitation Memorandum.

Each person receiving this Consent Solicitation Memorandum acknowledges that it has not relied on the Issuer, the Tabulation Agent or the Principal Paying Agent in connection with its decision on how to vote in relation to any Extraordinary Resolution.

The Issuer makes no representation or warranty, express or implied, as to the accuracy or completeness of the information contained in this Consent Solicitation Memorandum. Nothing contained in this Consent Solicitation Memorandum is, or shall be relied upon as, a promise or representation by the Principal Paying Agent as to the past, present or future. The Issuer has furnished the information contained in this Consent Solicitation Memorandum. The Principal Paying Agent has not independently verified the information contained herein or incorporated by reference herein (financial, legal or otherwise) on behalf of the Bondholders nor do they assume any responsibility for the accuracy or completeness of any such information.

If any person has sold or otherwise transferred all of his/her Bonds, such person is required to forward this Consent Solicitation Memorandum promptly to the purchaser or transferee, or to the broker, bank or other agent through whom the sale or transfer was effected, for transmission to the purchaser or transferee

Unless otherwise defined herein, capitalised terms used in this Consent Solicitation Memorandum have the meanings ascribed to them in "*Definitions*" below.

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

This Consent Solicitation Memorandum is not for distribution, directly or indirectly, in or into the United States (including its territories and possessions, any State of the United States and the District of Columbia). The matters contemplated by this Consent Solicitation Memorandum do not constitute or form a part of any offer or solicitation to purchase or subscribe for any securities in the United States. Any such securities have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"). Any such securities may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons (as such term is defined in Regulation S under the Securities Act), except pursuant to an exemption from the registration requirements of the Securities Act. No public offering of securities will be made in the United States or in any other jurisdiction where such an offering is restricted or prohibited.

The Consent Solicitation is being made by the Issuer.

This Consent Solicitation Memorandum does not constitute an offer to buy or a solicitation of an offer to sell the Bonds, and the Consent Solicitation will not apply to Bondholders in any jurisdiction in which such solicitation is unlawful.

Bondholders can only participate in the Consent Solicitation in accordance with the procedures described in "*The Consent Solicitation - Procedures for Voting*" and the Notice set out in the Annex hereto. The provisions of this Consent Solicitation Memorandum are without prejudice to the right of a Bondholder to attend and vote at the Meeting, as set out in the Deed Poll.

Bondholders who do not vote or whose votes are deemed to be invalid or who vote against any Proposal will, if the Extraordinary Resolution is passed, become bound by such Proposal when implemented.

The Issuer may, in its sole discretion, extend, amend (other than the terms of the Extraordinary Resolution), waive any condition of, or terminate, the Consent Solicitation at any time (subject to the terms and conditions of this Consent Solicitation Memorandum). Even if the Extraordinary Resolution is passed, the Issuer reserves the right in its absolute discretion to withdraw any or all of the Proposals at any time before the Meeting (or any adjourned Meeting) or to refrain from entering into the Supplementary Deed. In the event that the Proposals are withdrawn, the Meeting will still be held, but the Issuer will be under no obligation to enter into the Supplementary Deed to give effect to the amendments contained in the Extraordinary Resolution.

The Principal Paying Agent does not have any responsibility or liability for monitoring, tabulating or verifying compliance with deadlines or other formalities in connection with the delivery or revocation of Consents with respect to the Notes and will be relying on the Issuer and the Tabulation Agent, as applicable.

Bondholders have no right to claim the Principal Paying Agent from any and all liability in respect of any act or omission in connection with the Consents and/or this Consent Solicitation Memorandum

All references in this Consent Solicitation Memorandum to:

(a) "**Bondholder**" or "**holder of Bonds**" include:

> (i) each person who is shown in the records of Euroclear Bank S.A./N.V. ("**Euroclear**") and Clearstream Banking, *société anonyme* ("**Clearstream, Luxembourg**" and together with Euroclear, the "**Clearing Systems**" and each a "**Clearing System**") as a holder of the Bonds (also referred to as "**Direct Participants**" and each a "**Direct Participant**"); and
>
> (ii) each beneficial owner of Bonds holding such Bonds, directly or indirectly, in accounts in the name of a Direct Participant acting on the beneficial owner's behalf.

In this Consent Solicitation Memorandum, unless otherwise specified or the context otherwise requires, references to "**Sterling**" and "**£**" are to pounds sterling, the currency of the United Kingdom, and references to "**Euros**" are to the currency of the Eurozone.

IMPORTANT PROCEDURES FOR VOTING

Bondholders whose Bonds are held on their behalf by a broker, dealer, commercial bank, custodian, trust company or Direct Participant must contact and request such broker, dealer, commercial bank, custodian, trust company or Direct Participant either to deliver or procure delivery on their behalf of a Consent Instruction sufficiently in advance of the Voting Deadline in order for such Consent Instruction to be delivered in accordance with the procedures set out herein and any deadlines that any such nominee may set and in time for transmission to the Tabulation Agent prior to the Voting Deadline, as applicable (see "*The Consent Solicitation – Procedures for Voting*" as set out in the Annex hereto for further details).

A Bondholder may:

(a) approve the Extraordinary Resolution by voting, or communicating its Consent Instruction by the Voting Deadline, in favour of such Extraordinary Resolution; or

(b) reject the Extraordinary Resolution by voting, or communicating its Consent Instruction by the Voting Deadline, against such Extraordinary Resolution; or

(c) request a voting certificate or voting certificates to attend the Meeting and vote in person or request a form of proxy to appoint another person to attend the Meeting and vote on such Bondholder's behalf; or

(d) abstain from attending or voting.

Bondholders wishing to consent to the Extraordinary Resolution and thus approve it must vote in denominations of €150,000 (the Minimum Denomination) and integral multiples of €150,000 in excess thereafter. Any instructions which relates to a vote which is less than the Minimum Denomination will be rejected.

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DEFINITIONS

"**Bonds**" The Euros 9,900,000 Zero Coupon Convertible Bonds due 15 December 2026 (ISIN: XS0891139031).

"**Business Day**" A day (other than a Saturday or Sunday) on which banks are open for general business in London.

"**Clearing Systems**" Euroclear and Clearstream, Luxembourg.

"**Clearstream, Luxembourg**" Clearstream Banking, *société anonyme*.

"**Conditions**" The terms and conditions of the Deed Poll.

"**Consent Instruction**" The electronic voting instruction which must be validly delivered by each Direct Participant through the relevant Clearing System to the Tabulation Agent, instructing the Principal Paying Agent to appoint the Tabulation Agent (or its representative) as its proxy to attend the Meeting on its behalf and stating that the vote(s) attributable to the Bonds that are the subject of such electronic voting instruction should be cast in a particular way in relation to the Extraordinary Resolution.

"**Consent Solicitation**" The solicitation by the Issuer of the Bondholders to consider and, if thought fit, approve the Proposals by an Extraordinary Resolution pursuant to the Conditions and the Deed Poll.

" **Deed Poll**" The Deed Poll dated 21 March 2013 (as supplemented or amended from time to time).

"**Euroclear**" Euroclear Bank S.A./N.V.

"**Extraordinary Resolution**" The extraordinary resolution relating to the Proposals to be proposed at the Meeting, as set out in the Notice.

"**Issuer**" Quantum Blockchain Technologies plc

"**Meeting**" The meeting of Bondholders convened by the Notice, to be held at the time specified in the Notice on 15 April 2026, to consider and, if thought fit, pass the Extraordinary Resolution in respect of the Proposals.

"**Notice**" The notice dated 23 March 2026 convening the Meeting, in the form set out in *Annex – Form of Notice and Extraordinary Resolution*".

"**Principal Paying Agent**" Deutsche Bank AG, Filiale London

"**Proposals**" The modifications to the Conditions and the Deed Poll, as more fully set out in "*The Consent Solicitation – Description of the Proposals*" below.

"**Revocation Deadline**" 10:00 a.m. (London time) on 13 April 2026.

"**RNS**" The Regulatory News Services of the London Stock Exchange plc.

"**Subsidiary**" A subsidiary within the meaning of Section 1159 of the Companies Act 2006 as amended.

"**Supplemental Deed** " The Supplementary Deed Poll referred to in the Extraordinary Resolution, which will be executed in order to implement the Proposals if the Extraordinary Resolution is passed.

"**Tabulation Agent**" Kroll Issuer Services Limited

"**Voting Deadline**" 10:00 a.m. (London time) on 13 April 2026.

INDICATIVE SOLICITATION TIMETABLE

This timetable assumes that (i) the Meeting is quorate and (ii) a new meeting is not convened in respect of the Bonds. This timetable is subject to change and dates and times may be extended or changed by the Issuer in accordance with the terms of the Consent Solicitation, as described in this Consent Solicitation Memorandum.

Accordingly, the actual timetable may differ significantly from the timetable below.

Event	Date and Time
Announcement of Consent Solicitation and Proposals Notice of Meeting published.	23 March 2026
Revocation Deadline Latest time for Bondholders to deliver or procure delivery on their behalf to the Tabulation Agent of a valid instruction revoking previously submitted Consent Instructions.	10:00 a.m. (London time) on 13 April 2026
Voting Deadline Deadline for Bondholders to deliver or procure delivery on their behalf to the Tabulation Agent of a Consent Instruction.	10:00 a.m. (London time) on 13 April 2026
Deadline for appointing a proxy in respect of the Bonds The latest time for appointing a proxy (other than the Tabulation Agent) to attend and vote at the Meeting in person.	10.00 a.m. (London time) on 13 April 2026
Meeting Time and date of the Meeting.	10.00 a.m. (London time) on 15 April 2026
Announcement and publication of results of Meeting Announcement of the results of the Meeting.	As soon as reasonably practicable after the Meeting has concluded and, in any event, within 14 days of the Meeting.

If any Meeting is adjourned, the relevant times and dates set out above will be modified accordingly and will be set out in the notice convening such adjourned Meeting, which shall be published using the same means of publication as used for the notice of the initial Meeting.

Bondholders are advised to check with any broker, dealer, bank, custodian, trust company or other trustee through which they hold Bonds whether such broker, dealer, bank, custodian, trust company or other trustee would require receiving any notice or instructions prior to the deadlines set out above.

If the Issuer is required to make an announcement relating to matters set out in this Consent Solicitation Memorandum, any such announcement will, unless stated otherwise, be made in accordance with all applicable rules and regulations via (i) notices to the Clearing Systems for communication to Bondholders, (ii) an announcement released on the information services of the London Stock Exchange, and/or (iii) a notice published on Bloomberg.

Copies of all such announcements, notices and press releases can also be obtained from the Tabulation Agent, the contact details for which appear on the last page of this Consent Solicitation Memorandum. Significant delays may be experienced where notices are delivered to the Clearing Systems and Bondholders are urged to contact the Tabulation Agent for the relevant announcements during the course of the Consent Solicitation. In addition, Bondholders may contact the Tabulation Agent for information relating to the procedures for voting in respect of the Consent Solicitation at the contact details on the last page of this Consent Solicitation Memorandum.

BACKGROUND TO AND RATIONALE FOR THE CONSENT SOLICITATION

Background to the Proposals

The Bonds

On 21 March 2013, the Issuer issued an initial tranche of the Euros 9,900,000 Zero Coupon Convertible Bonds due 22 December 2015, which maturity date has been extended by nine years to 15 December 2026 (the "**Bonds**"). The Company and certain of the Bondholders (as defined below) have held discussions regarding certain amendments to the Bonds.

QBT announces that it is inviting Bondholders (the "Bondholders") of its issued Euros 9,900,000 Zero Coupon Convertible Bonds due 15 December 2026 (ISIN XS0891139031) to consent to certain amendments to certain terms and conditions, to changes to the maturity date and repayment amount relating to the Bonds (described briefly below) as proposed by QBT (the "Proposals").

Rationale for the Proposals

The Board of QBT believes that it is unlikely that the Group will generate cash from its operations in the near term and the bond Proposals are therefore designed to rebalance the Group's financing obligations.

Accordingly, QBT would like to change the maturity date and repayment amount of the Bonds.

The Board of Directors of QBT has carefully considered the Proposals and believes that the amendments described in the Consent Solicitation Memorandum provide the most appropriate solution to the funding challenges.

QBT has confidentially discussed these amendments to the Bonds with certain of the Bondholders and, based on the Bondholders' responses during those discussions, QBT expects them to be supportive of the Proposals.

THE CONSENT SOLICITATION

1. **General**

On the terms and subject to the conditions contained in this Consent Solicitation Memorandum, the Issuer is soliciting the approval of the Proposals by Bondholders by way of an Extraordinary Resolution to be approved in accordance with the Conditions and the Deed Poll.

The failure of any person to receive a copy of this Consent Solicitation Memorandum or any notice issued by the Issuer in connection with the Consent Solicitation shall not invalidate any aspect of the Consent Solicitation. No acknowledgement of receipt of any Consent Instruction and/or other documents will be given by the Tabulation Agent.

2. **Description of the Proposals**

The Issuer is inviting the Bondholders to approve, by an Extraordinary Resolution pursuant to the Conditions and the Deed Poll, modifications to the condition 8.1 of the Terms and Conditions and Deed Poll as follows (together, the "**Proposals**"):

(a) The figure "111.567827 " in Condition 8.1 shall be amended to read "113.41210 ";

(b) The figure "2026" in Condition 8.1 shall be amended to read "2028";

(c) The figure "£0.03" in Condition 6.1.3 shall be replaced by the figure "£0.02";

(d) The definition of "Redemption at the Option of the Bondholders on De-Listing" shall be deleted;

(e) Condition 6.4.1(i) shall be deleted; and

(f) Conditions 8.3 and 8.4 of the Conditions of the Bond shall be deleted

in each case, as further described in the Supplementary Deed.

The Issuer reserves the right, in its absolute discretion, to withdraw any or all of the Proposals or to refrain from entering into the Supplemental Deed Poll even if the Extraordinary Resolution is duly approved, as more fully described in the section entitled "*The Consent Solicitation – Extension, Amendment and Termination*" below.

3. **Notices**

Notices throughout the Consent Solicitation will be published in accordance with all applicable rules and regulations as follows:

(a) a notice in the Clearing Systems for communication to Direct Participants;

(b) an announcement released on RNS; and/or

(c) a notice published on Bloomberg,

and by any other means as the Issuer may, in its absolute discretion, consider appropriate.

4. **The Meeting**

The Meeting in respect of the Bonds will start at 10.00 a.m. (London time) on 15 April 2026 at the offices of the Issuer, First Floor, Chancery Lane, London WC2A 1LF, United Kingdom.

Any Bondholder wishing to participate via video teleconference is asked to contact the Company Secretary via phone or email (+44 20 7421 9425 or james@gordonsols.co.uk).

The quorum required for the Meeting is two or more persons present or being proxies or representatives and holding or representing two thirds in aggregate principal amount of the Bonds for the time being outstanding (as defined in the Deed Poll). In the event that such quorum is not obtained at the initial Meeting, the Meeting will be adjourned to the date and place indicated in a notice of adjournment of the initial Meeting of the holders of the Bonds. At any adjourned Meeting, two or more persons present or being proxies or representatives (whatever the aggregate principal amount of the outstanding Bonds held or represented by them) shall form a quorum.

In the event that the required quorum is not obtained at such adjourned Meeting, the Meeting shall be dissolved.

The holding of any adjourned Meeting will be subject to the Issuer giving notice thereof in accordance with the

Conditions and the provisions for meetings of Bondholders set out in the Deed Poll.

To be duly approved at the Meeting, the Extraordinary Resolution requires a majority of not less than two thirds of the persons voting at the Meeting upon a show of hands, or if by poll, then by a majority consisting of not less than two thirds of the votes cast on such poll. If passed, the Extraordinary Resolution shall be binding on all Bondholders, whether present or not at the Meeting and whether or not voting.

Bondholders should refer to the Notice for full details of the procedures in relation to the Meeting.

5. **Procedures for Voting**

On or after the date of this Consent Solicitation Memorandum, a Bondholder may vote in relation to the Consent Solicitation by submitting a Consent Instruction in accordance with this section entitled "*The Consent Solicitation – Procedures for Voting*":

Consent Instructions must be delivered to the Tabulation Agent via the relevant Clearing System by Direct Participants in accordance with the requirements of such Clearing System. Bondholders who wish to attend and vote, or otherwise be represented, at the Meeting (or any such adjourned Meeting) in person should provide the Tabulation Agent via the relevant Clearing System with instructions to be issued a voting certificate or a form of proxy.

In order to submit a valid instruction to approve or reject the Extraordinary Resolution, Consent Instructions must be received by the Tabulation Agent by the Voting Deadline (see the section entitled "*Indicative Solicitation Timetable*"), taking into account the deadlines set by Clearing Systems and any intermediary through which a Bondholder may hold Bonds.

Bondholders may contact the Tabulation Agent at the contact details provided on the last page of this Consent Solicitation Memorandum if they require assistance or information in relation to the procedures for submitting Consent Instructions or requesting voting certificates or forms of proxy.

Only Direct Participants may submit a Consent Instruction. If you are not a Direct Participant, you must arrange for the Direct Participant through which you hold the Bonds to submit a Consent Instruction on your behalf to the Issuer.

Holders of Bonds that are held in the name of a broker, dealer, bank, trust company or other nominee or custodian should contact such entity sufficiently in advance of the Voting Deadline if they wish to vote and procure that the Bonds are blocked in accordance with the standard procedures of the relevant Clearing System and the deadlines imposed by such Clearing System.

Bondholders are advised to check with any broker, dealer, bank, custodian, trust company or other trustee through which they hold Bonds whether such broker, dealer, bank, custodian, trust company or other trustee would require receiving any notice or instructions prior to the deadlines set out in the section entitled "*Indicative Solicitation Timetable*".

All questions as to the form of documents and validity, eligibility (including time of receipt) and acceptance of Consent Instructions will be determined by the Issuer in its sole discretion, and such determination will be final and binding. The Issuer reserves the absolute right to reject any or all Consent Instructions which it determines are not in proper form or which may, upon the advice of the Issuer's legal counsel, be unlawful. The Issuer also reserves the absolute right to waive any defect, irregularity or delay with regard to any of the Consent Instructions. The Issuer also reserves the absolute right to waive any such defect, irregularity or delay as to particular Consent Instructions, whether or not it elects to waive similar defects, irregularities or any delay in the case of other Consent Instructions. Any defect, irregularity or delay must be cured within such time as the Issuer determines, unless waived by it. Consent Instructions in the Consent Solicitation will be deemed not to have been made until such defects, irregularities or delays have been cured or waived. Neither the Issuer, Tabulation Agent or the Principal Paying Agent shall be under any duty to give notice to Bondholders of any defects, irregularities or delays in any Consent Instructions, nor shall any of them incur any liability for failure to give such notice.

Restrictions on Transfer and Revocation

The receipt of a Consent Instruction by the relevant Clearing System will be acknowledged in accordance with the standard practices of such Clearing System and will result in the blocking of the Bonds in the relevant Clearing System so that no transfer may be effected in relation to such Bonds. Holders of the Bonds must take the appropriate steps through the relevant Clearing System so that no transfers or other action may be effected in relation to such blocked Bonds at any time after the date of submission of such Consent Instruction in accordance with the requirements of the relevant Clearing System and the deadlines required by such Clearing System. By blocking the Bonds in the relevant Clearing System, each Direct Participant will be deemed to consent to have the relevant Clearing System provide details concerning such Direct Participant's identity to the Tabulation Agent and the Issuer.

Voting in the Consent Solicitation by a Bondholder, or the relevant Direct Participant on its behalf, may be revoked by that Bondholder, or the relevant Direct Participant on its behalf, before the Revocation Deadline by submitting valid revocation instructions to the Tabulation Agent. To be valid, such revocation instruction must specify the Bonds to which the original Consent Instruction related, the securities account in which such Bonds are credited and any other information required by the Tabulation Agent.

Acknowledgements, Agreements, Representations, Warranties and Undertakings

By submitting a valid Consent Instruction to the Tabulation Agent, the holder of the Bonds and any Direct Participant submitting such Consent Instruction on such Bondholder's behalf shall be deemed to agree, acknowledge, represent, warrant and undertake to the Issuer, the Tabulation Agent and the Principal Paying Agent the following on each of the Voting Deadline (if a Consent Instruction has been delivered by such date), the date of the Meeting:

(a) it has received and reviewed and accepts the terms, conditions, risk factors and other considerations of the Consent Solicitation and the Extraordinary Resolution, all as described in this Consent Solicitation Memorandum or incorporated by reference herein;

(b) by blocking the Bonds in the relevant Clearing System, it will be deemed to consent to have such Clearing System provide details concerning the Direct Participant's identity to the Tabulation Agent and the Issuer;

(c) it instructs the Principal Paying Agent to appoint two or more representatives of the Tabulation Agent as its proxy to vote in favour of or against the Extraordinary Resolution in accordance with its directions in respect of all of the Bonds in its account blocked in the relevant Clearing System;

(d) all authority conferred or agreed to be conferred pursuant to these acknowledgements, agreements, representations, warranties and undertakings, and all of its obligations thereunder, shall be binding upon its successors, assigns, heirs, executors, trustees in bankruptcy and legal representatives, and shall not be affected by, and shall survive, its death or incapacity;

(e) no information has been provided to it by the Issuer, the Tabulation Agent or the Principal Paying Agent or any of their respective directors or employees, with regard to the financial, legal or tax consequences for holders of Bonds arising from the Consent Solicitation and it acknowledges that it is solely liable for any taxes and similar or related payments imposed on it under the laws of any applicable jurisdiction as a result of the Consent Solicitation and agrees that it will not and does not have any right of recourse (whether by way of reimbursement, indemnity or otherwise) against the Issuer, the Tabulation Agent or the Principal Paying Agent or any of their respective directors or employees, or any other person in respect of such taxes and payments;

(f) it is not a person to whom it is unlawful to make the Proposals pursuant to the Consent Solicitation under applicable securities laws and regulations; and

(g) it holds and will hold, until the earliest of (i) the date on which the Consent Instruction is validly revoked in accordance with the terms of this Consent Solicitation Memorandum; (ii) the conclusion of the Meeting (or, if applicable, any adjournment of such Meeting); and (iii) the date on which the Consent Solicitation is terminated by the Issuer (provided that such termination is more than 48 hours before the time set for the Meeting), the Bonds blocked in the relevant Clearing System and, in accordance with the requirements of such Clearing System and by the deadline required by such Clearing System, it has submitted, or has caused to be submitted, an instruction to such Clearing System to authorise the blocking of the Bonds and with effect on and from the date thereof no transfers of such Bonds may be effected.

If a holder of such Bonds or a Direct Participant is unable to give these acknowledgements, agreements, representations, warranties and undertakings, such holder or Direct Participant should contact the Issuer immediately.

Validity of Consent Instructions for adjourned Meeting

Any Consent Instruction received by the Tabulation Agent before the Voting Deadline (and which has not been revoked) will remain valid for the purposes of any adjourned Meeting.

Irrevocability

For the avoidance of doubt, the submission of a valid Consent Instruction in accordance with the procedures described above will be irrevocable unless validly revoked before the Revocation Deadline.

Bondholders wishing to consent to the Extraordinary Resolution and thus approve it must vote in denominations of €150,000 (the Minimum Denomination) and integral multiples of €150,000 in excess thereafter. Any instructions which relates to a vote which is less than the Minimum Denomination will be rejected.

6. **Extension, Amendment and Termination**

Notwithstanding any other provision of the Consent Solicitation, the Issuer may, subject to the Deed Poll and applicable laws and regulations, at its sole discretion:

(a) amend the Consent Solicitation (other than the terms of the Extraordinary Resolution) in any respect, including extend any of the deadlines specified herein; and/or

(b) amend or modify drafts of the Supplementary Deed (including the proposed amendments to the Conditions).

No material amendment may be made later than 10:00 a.m. (London time) on the second Business Day before the Revocation Deadline.

If any such amendment as is referred to in (a) above is made which, in the Issuer's opinion, is materially prejudicial to the interests of the Bondholders, the Extraordinary Resolution will not be presented to the Meeting and a new meeting may be convened by the Issuer to consider a new Extraordinary Resolution which incorporates such amendments.

The Issuer will notify Bondholders of any such amendment or extension as soon as is reasonably practicable thereafter (and in any event not later than 10:00 a.m. (London time) on the second Business Day before the Revocation Deadline) by giving notice using the methods set out in the section entitled "*The Consent Solicitation – Notices*" above.

The Issuer also reserves the right to waive any or all of the conditions of the Consent Solicitation as set out in this Consent Solicitation Memorandum.

The Issuer reserves the right, at its sole discretion, to withdraw any or all of the Proposals at any time before the Meeting (or any adjourned Meeting) or to refrain from entering into the Supplementary Deed even if the Extraordinary Resolution is duly approved. In the event that any Proposals are withdrawn, the Meeting will still be held but the Issuer will be under no obligation to enter into the Supplementary Deed to give effect to the amendments contained in the Extraordinary Resolution.

The Issuer also reserves the right, at its sole discretion at any time prior to the Voting Deadline, to terminate the Consent Solicitation.

7. **Governing Law and Forum**

The Consent Solicitation, this Consent Solicitation Memorandum, any Consent Instruction, any voting certificate or form of proxy and all contracts resulting therefrom and any non-contractual obligation arising out of or in connection with any of them, shall be governed by, and construed in accordance with, the laws of England. Submission by, or on behalf of, a Bondholder of a Consent Instruction constitutes his or her submission, in relation to all matters arising out of or in connection with the Consent Solicitation, this Consent Solicitation Memorandum, any Consent Instruction and all contracts resulting therefrom and any non-contractual obligation arising out of or in connection with any of them, to the exclusive jurisdiction of the courts of England.

RISK FACTORS AND OTHER CONSIDERATIONS

Before making a decision with respect to the Consent Solicitation, Bondholders should carefully consider, in addition to the other information contained in this Consent Solicitation Memorandum, the following matters.

All Bondholders are bound by the Extraordinary Resolution

If the Extraordinary Resolution is passed and the Proposals are implemented, all Bondholders will be bound by the Proposals, including those Bondholders who voted against or abstained from voting on the Proposals.

Implementation of Proposals

The implementation of the matters referred to in the Extraordinary Resolution will only be effective if the Extraordinary Resolution is passed and the Supplementary Deed is duly executed.

Bonds held through the Clearing Systems

In relation to the delivery or revocation of electronic voting instructions or obtaining forms of proxy or otherwise making arrangements for the giving of voting instructions, in each case through the Clearing Systems, holders of Bonds in Euroclear or Clearstream, Luxembourg should note the particular practice and policy of the relevant Clearing System, including any earlier deadlines set by such Clearing System.

Voting in respect of the Consent Solicitation

A Bondholder should either deliver or procure delivery on its behalf of a Consent Instruction to the Tabulation Agent before the Voting Deadline in accordance with the terms of this Consent Solicitation Memorandum and not validly revoke its Consent Instruction. Only Direct Participants may validly deliver Consent Instructions. Bondholders who are not Direct Participants should arrange for the Direct Participant through which they hold their Bonds to deliver a Consent Instruction on their behalf to the Tabulation Agent or to the Chairman of the Meeting (as applicable), as more particularly described in the section entitled "*The Consent Solicitation – Procedures for Voting*".

Bondholders who have not delivered or arranged for the delivery of a Consent Instruction as provided above but who wish to attend and vote at the Meeting or otherwise give voting instructions may do so by requesting a voting certificate or by appointing a proxy or otherwise in accordance with the voting procedures set out in the Notice and the Deed Poll.

Responsibility for complying with the procedures of the Consent Solicitation

Bondholders are responsible for complying with all of the procedures for voting. The Issuer, the Tabulation Agent and the Principal Paying Agent do not assume any responsibility for informing Bondholders of defects, irregularities or delays with respect to Consent Instructions or the appointment of a proxy.

Blocking of Bonds

When considering whether to deliver a Consent Instruction, Bondholders should take into account that restrictions on the transfer of the Bonds by Bondholders will apply from the time of submission of such instructions.

The submission of a Consent Instruction will constitute an instruction to block the Bonds of such Bondholder in the relevant Clearing System account from the date the Consent Instruction is submitted until the earlier of (i) conclusion of the Meeting and any adjourned Meeting (in the event that the Extraordinary Resolution is not passed at the initial Meeting); and (ii) the date on which such Consent Instruction is revoked (in the circumstances in which such revocation is permitted, as further described in the section entitled "*Procedures for Voting – Restrictions on Transfers and Revocation*").

Irrevocability of Consent Instructions

Notwithstanding the right of Bondholders to revoke Consent Instructions or forms of proxy, such revocation will only be accepted if validly submitted before the Revocation Deadline.

Subsequent Offers

Whether or not the Proposals are implemented for the Bonds, the Issuer may at any time make or procure the making of a new proposal to the Bondholders on such terms as they or it may determine. Any such new proposal may be materially less or more favourable to Bondholders.

TAX CONSEQUENCES

In view of the number of different jurisdictions where tax laws may apply to a Bondholder, this Consent Solicitation Memorandum does not discuss the tax consequences to Bondholders of the Consent Solicitation. Bondholders are urged to consult their own professional advisers regarding these possible tax consequences under the laws of the jurisdictions that apply to them. Bondholders are liable for their own taxes and have no recourse to the Issuer, Tabulation Agent or Principal Paying Agent with respect to taxes arising in connection with the Consent Solicitation.

DOCUMENTS INCORPORATED BY REFERENCE

This Consent Solicitation Memorandum contains important information which Bondholders should read carefully before making any decision with respect to giving Consent Instructions or otherwise participating in the Consent Solicitation.

The Group's results for the year-ended 31 December 2024 contained in the RNS announcement dated 24 June 2025 shall be incorporated in, and form part of, this Consent Solicitation Memorandum, except for any information therein superseded by information contained directly in this Consent Solicitation Memorandum.

These documents contain important information about the Group and its financial condition, business and results. The Tabulation Agent will provide without charge to each Bondholder upon written or oral request a copy of any of the documents referred to above that have been or may be incorporated herein by reference. To request any such information, Bondholders should contact the Tabulation Agent at the contact details on the back page of this Consent Solicitation Memorandum.

In addition, copies of the following documents are available from the date of this Consent Solicitation Memorandum to the time at which the Meeting is concluded, from the Tabulation Agent at https://deals.is.kroll.com/qbt

- this Consent Solicitation Memorandum;

- the draft Supplementary Deed (including the amendments to the Conditions on the assumption that the Proposals were approved); and

- the Notice.

CONSENT SOLICITATION RESTRICTIONS

This Consent Solicitation Memorandum does not constitute an offer to buy or a solicitation of an offer to sell the Bonds, and the Consent Solicitation will not apply to Bondholders in any jurisdiction in which such solicitation is unlawful.

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

United States

This Consent Solicitation Memorandum is not for distribution, directly or indirectly, in or into the United States (including its territories and possessions, any State of the United States and the District of Columbia). The matters contemplated by this Consent Solicitation Memorandum do not constitute or form a part of any offer or solicitation to purchase or subscribe for any securities in the United States. Any such securities have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"). Any such securities may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons (as such term is defined in Regulation S under the Securities Act), except pursuant to an exemption from the registration requirements of the Securities Act. No public offering of securities will be made in the United States or in any other jurisdiction where such an offering is restricted or prohibited.

United Kingdom

This Consent Solicitation Memorandum may only be communicated to persons in the United Kingdom in circumstances where section 21(1) of the Financial Services and Markets Act 2000 does not apply. Accordingly, the Consent Solicitation Memorandum is only for circulation to persons inside the United Kingdom who fall within one of the following categories:

(a) a person who is a holder of any Bonds; or

(b) any other person also falling within Article 43(2) or within Article 49(2)(a) to (d) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "**Order**") or falling within the definition of investment professionals" (as defined in Article 19(5) of the Order).

The Consent Solicitation Memorandum is only available in the United Kingdom to such persons, and the transactions contemplated herein will be available only to, and may be engaged in only with, such persons.

General

In addition to the representation referred to above in respect of the United States, each holder of Bonds participating in the Consent Solicitation will also be deemed to give certain other representations as set out in this Consent Solicitation Memorandum. Any Consent Instruction from a Bondholder that is unable to make these representations will not be accepted. Each of the Issuer, the Tabulation Agent and the Principal Paying Agent reserves the right, in each of its absolute discretion, to investigate whether any such representation given by a Bondholder is correct and, if such investigation is undertaken and, as a result, the Issuer determines (for any reason) that such representation is not correct, such Consent Instruction may not be accepted.

ANNEX
FORM OF NOTICE AND EXTRAORDINARY RESOLUTION

THE DISTRIBUTION OF THIS FORM IN CERTAIN JURISDICTIONS MAY BE RESTRICTED BY LAW AND PERSONS INTO WHOSE POSSESSION THIS DOCUMENT COMES ARE REQUIRED TO INFORM THEMSELVES ABOUT, AND TO OBSERVE, ANY SUCH RESTRICTIONS.

THIS FORM IS IMPORTANT AND REQUIRES THE IMMEDIATE ATTENTION OF BONDHOLDERS (AS DEFINED BELOW). IF YOU ARE IN ANY DOUBT AS TO THE ACTION YOU SHOULD TAKE, YOU ARE RECOMMENDED TO SEEK YOUR OWN FINANCIAL ADVICE, INCLUDING IN RESPECT OF ANY TAX CONSEQUENCES, IMMEDIATELY FROM YOUR STOCKBROKER, BANK MANAGER, SOLICITOR, ACCOUNTANT OR OTHER INDEPENDENT FINANCIAL ADVISER AUTHORISED UNDER THE FINANCIAL SERVICES AND MARKETS ACT 2000 (AS AMENDED) (IF YOU ARE IN THE UNITED KINGDOM) OR FROM ANOTHER APPROPRIATELY AUTHORISED INDEPENDENT FINANCIAL ADVISER (IF YOU ARE NOT).

QUANTUM BLOCKCHAIN TECHNOLOGIES PLC
(FORMERLY CLEAR LEISURE PLC)
(the "**Issuer**")
(registered in England, company number)

NOTICE OF BONDHOLDER MEETING
to each of the holders of the outstanding

Euros 9,900,000 Zero Coupon Convertible Bonds due 15 December 2026
(ISIN: XS0891139031)
(the "Bonds" and the holders thereof, the "Bondholders")

NOTICE IS HEREBY GIVEN that a meeting of the Bondholders (the "**Meeting**") convened by the Issuer will be held at the offices of Quantum Blockchain Technologies plc, First Floor, 1 Chancery Lane, London WC2A 1LF, United Kingdom at 10.00 a.m. (London time) on 15 April 2026 for the purpose of considering and, if thought fit, passing the following resolution, which will be proposed at the Meeting as an Extraordinary Resolution in accordance with the provisions of the Deed Poll dated 21 March 2013 as amended or supplemented from time to time (the "**Deed Poll**") made by the Issuer constituting the Bonds and the terms and conditions of the Bonds (the "**Conditions**").

Any Bondholder wishing to participate via video teleconference is asked to contact the Company Secretary via phone or email (+44 20 7421 9425 or james@gordonsols.co.uk).

Unless the context otherwise requires, capitalised terms used but not defined in this Notice shall have the meaning given in the Instrument, the Conditions or the consent solicitation memorandum of the Issuer dated on or about the date of this Notice (the "**Consent Solicitation Memorandum**"), as applicable.

EXTRAORDINARY RESOLUTION IN RESPECT OF THE NOTES

"THAT this Meeting of the holders (the "**Bondholders**") of those of the Euros 9,900,000 Zero Coupon Convertible Bonds due 15 December 2026 of Quantum Blockchain Technologies plc presently outstanding (the "**Bonds**" and the "**Issuer**" respectively) constituted by the Deed Poll dated 21 March 2013 (the "**Deed Poll**") hereby:

(a) approve and assent to the Proposals as defined in the consent solicitation memorandum (the "**Consent Solicitation Memorandum**") of the Issuer dated 23 March 2026;

(b) assent to and authorise, direct, request and empower the Issuer to consent to the Proposals (as defined in the Consent Solicitation Memorandum);

(c) authorise, direct, request and empowers the Issuer to concur in the modifications to the Conditions and the Deed Poll by way of a supplementary deed thereto (the "**Supplemental Deed Poll**") and to give effect to and implement the matters in paragraphs (a) and (b) of this Extraordinary Resolution and, in order to give effect thereto and to implement the same, forthwith to execute the Supplementary Deed in the form produced to this Meeting and, for the purpose of identification, signed by the chairman and to concur in, and to execute and do, all such other deeds, instruments, acts and things as may be necessary or appropriate to carry out and give effect to this Extraordinary Resolution and the implementation of the modifications to the Conditions and the entry into of Supplemental Deed Poll to give effect to and implement the matters in paragraphs (a) and (b) of this Extraordinary Resolution;

(d) sanction and approve every abrogation, variation, modification, compromise or arrangement in respect of the rights of the Bondholders appertaining to the Bonds against the Issuer, whether or not such rights arise under the Deed Poll, the Conditions or otherwise, involved in or resulting from or to be effected by the modifications to and the entry into of the Supplemental Deed Poll or any other document in connection with the matters contemplated thereby to give effect to and implement paragraphs (a) and (b) of this Extraordinary Resolution;

(e) waive any and all requirements, restrictions or conditions precedent set forth in the Supplemental Deed Poll on any person in respect of implementation of the modifications to and the entry into of the Supplemental Deed Poll to give effect to and implement paragraphs (a) and (b) of this Extraordinary Resolution;

(f) indemnify, discharge, waive and exonerate the Issuer from all liability for which it may have become or may become liable or responsible under the Deed Poll or the Bonds in respect of any act or omission in connection with this Extraordinary Resolution, the Notice of Meeting, the Consent Solicitation, the Proposals, the Supplemental Deed Poll and/or the matters contemplated thereby;

(g) concur in, executing and doing, all such other deeds, instruments, acts and things and take such steps as may be necessary and desirable to carry out and give effect to the Proposals, the Supplementary Deed and/or the matters contemplated thereby; and

(h) waive irrevocably any claim that the Bondholders may have against the Issuer arising as a result of any loss or damage which any Bondholder may suffer or incur as a result of the Issuer acting upon this Extraordinary Resolution (including, without limitation, circumstances where it is subsequently found that this Extraordinary Resolution is not valid or binding on the Bondholders or that there is a defect in the passing of this Extraordinary Resolution) and further confirms that the Bondholders will not seek to hold the Issuer liable for any such loss or damage and that the Issuer shall not be responsible to any person for acting upon this Extraordinary Resolution."

Full details of the background to, and the reasons for, the Proposals and the Extraordinary Resolution are contained in the Consent Solicitation Memorandum, copies of which are available upon request from the Tabulation Agent.

The attention of Bondholders is particularly drawn to the quorum required for the Meeting and any adjourned Meeting which is set out in paragraph (b)(i) of the section entitled "*Voting and Quorum*" below.

Copies of the Deed Poll (including the Conditions) and the draft Supplemental Deed Poll referred to in the Extraordinary Resolution set out above and of certain other relevant documents will be available for inspection at the specified offices of the Issuer set out below.

The Issuer expresses no opinion as to the merits of the Consent Solicitation or the Proposals. It has, however, authorised it to be stated that, on the basis of the information set out in the Consent Solicitation Memorandum and in this Form, it has no objection to the Extraordinary Resolution referred to above being submitted to the Bondholders for their consideration. The Issuer has, however, not been involved in formulating the Consent Solicitation or the Proposals and makes no representation that all relevant information has been disclosed to Bondholders in the Consent Solicitation Memorandum and this Form. Accordingly, the Issuer urges Bondholders who are in any doubt as to the impact of the implementation of the Extraordinary Resolution or the
Proposals to seek their own independent legal, financial or other advice.

The terms and conditions of the Consent Solicitation Memorandum are without prejudice to the right of a Bondholder to attend and vote at the Meeting as set out in this Notice and in the Deed Poll.

The distribution of the Consent Solicitation Memorandum in certain jurisdictions may be restricted by law. Persons into whose possession this Consent Solicitation Memorandum comes must inform themselves about and
observe any such restrictions.

The Consent Solicitation Memorandum is not for distribution, directly or indirectly, in or into the United States (including its territories and possessions, any State of the United States and the District of Columbia). This announcement does not constitute or form a part of any offer or solicitation to purchase or subscribe for any securities in the United States. Any such securities have not been, and will not be, registered under the United States Securities Act of 1933, as amended (the "**Securities Act**"). Any such securities may not be offered or sold in the United States or to, or for the account or benefit of, U.S. persons (as such term is defined in Regulation S under the Securities Act), except pursuant to an exemption from the registration requirements of the Securities Act. No public offering of securities will be made in the United States or in any other jurisdiction where such an offering is restricted or prohibited.

IMPLEMENTATION

If the Extraordinary Resolution is passed, the amendments to the Conditions and the Deed Poll referred to in paragraph (c) above will be effective upon execution of the Supplemental Deed Poll.

VOTING AND QUORUM

The provisions governing the convening and holding of the Meeting are set out in clause 4 to the Deed Poll, a copy of which is available for inspection by the Bondholders during normal business hours at the specified office of the Issuer up to and including the date of the Meeting and at the Meeting.

The Bonds are currently represented in the form of a permanent Global Certificate (a "**Global Certificate**") held in the name of a nominee for a common depositary for Euroclear Bank S.A./N.V. ("**Euroclear**") and Clearstream Banking, société anonyme ("**Clearstream, Luxembourg**") (the "**Clearing Systems**" and each a "**Clearing System**") and may be held by investors indirectly through Euroclear UK & Ireland Limited through the issuance of dematerialised depository interests ("**CREST Depositary Interests**" or "**CDIs**") issued, held, settled and transferred through CREST.

A Bondholder who wishes to vote and whose Bonds are held in the name of a broker, dealer, commercial bank, trust company or other nominee institution (including as CDIs) must contact such nominee promptly and instruct or make arrangements with such nominee to vote in accordance with the customary procedures of the Clearing Systems on behalf of the Bondholders. The deadlines set by any such custodial entity and each Clearing System for the submission of votes to the Extraordinary Resolution may be earlier than the relevant deadlines specified in this Notice of Meeting.

(a) **Voting procedures for the Meeting**:

(i) A Bondholder wishing to attend and vote at the Meeting in person must produce a valid voting certificate or valid voting certificates, at least 48 hours before the Meeting, issued by the Principal Paying Agent, relating to the Bonds in respect of which it wishes to vote.

(ii) A Bondholder not wishing to attend and vote at the Meeting in person may either deliver his valid form of proxy to the person whom he wishes to attend on his behalf or give a voting instruction by submitting a Consent Instruction through Clearstream, Luxembourg and/or Euroclear to the Principal Paying Agent (contact details set out below) instructing the Principal Paying Agent to appoint the Tabulation Agent as a proxy to attend and vote at the Meeting in accordance with its instructions. The timing for such delivery and appointment are set out in the following paragraphs.

(iii) A Bondholder may, by an instrument in writing in the form available from the specified office of the Principal Paying Agent in the English language executed by or on behalf of the holder and delivered to the Principal Paying Agent at least 24 hours before the time fixed for the Meeting, appoint any person (a "proxy") to act on his behalf in connection with the Meeting. A proxy need not be a Bondholder or a Direct Participant. A corporation which holds a Bond may by delivering to the Principal Paying Agent at least 24 hours before the time fixed for the Meeting a certified copy of a resolution of its directors or other governing body (with, if it is not in English, a certified translation into English) authorise any person to act as its representative in connection with the Meeting

(iv) Only Direct Participants may submit a Consent Instruction. If you are not a Direct Participant, you must arrange for the Direct Participant through which you hold the Bonds to submit a Consent Instruction on your behalf to the Principal Paying Agent through the relevant Clearing System.

(v) A Bondholder must request the relevant Clearing System to block the Bonds in his own account and to hold the same to the order or under the control of a Principal Paying Agent not later than 24 hours before the time appointed for holding the Meeting in order to obtain forms of proxy and not later than 48 hours before the time appointed for holding the Meeting to give Consent Instructions in respect of the Meeting. Bonds so blocked will not be released until the earlier of:

(A) in respect of form(s) of proxy:

(1) the conclusion of the Meeting (or, if applicable, any adjournment of the Meeting); and

(2) the surrender of the form(s) of proxy (as applicable) to the Principal Paying Agent who issued the same and the notification by such Principal Paying Agent to the relevant Clearing System of such surrender or the compliance in such other manner with the rules of the relevant Clearing System; and

(B) in respect of Consent Instructions:

(1) the date on which the Consent Solicitation is terminated by the Issuer (provided that such termination is more than 48 hours before the time set for the Meeting);

(2) the date on which the relevant Consent Instruction is validly revoked in accordance with the terms of the Consent Solicitation Memorandum; and

(3) the conclusion of the Meeting (or, if applicable, any adjournment of the Meeting).

(b) **General provisions relating to the Meeting:**

(i) The quorum at the Meeting for passing an Extraordinary Resolution at the Meeting shall be two or more Bondholders or holders of a voting certificate or a proxy for, or representative of, a Bondholder representing two thirds in aggregate principal amount of the Bonds for the time being outstanding (as defined in the Deed Poll). At any adjourned Meeting, two or more persons present or being proxies or representatives (whatever the aggregate principal amount of the outstanding Bonds held or represented by them) shall form a quorum.

(ii) Whilst the Bonds are represented by the Registered Bond, the registered holder thereof is treated as two persons for the purposes of any quorum requirements of a meeting of Bondholders and, at any such meeting, as having one vote in respect of each Euros 150,000 in principal amount of Bonds in respect of which the Registered Bond is issued.

(iii) To be passed at the Meeting, the Extraordinary Resolution requires a majority of the votes cast.

(iv) Every question submitted to the Meeting shall be decided by a show of hands unless a poll is (before, or on the declaration of the result of, the show of hands) demanded by the chairman, the Issuer or one or more persons representing 2 per cent. of the Bonds.

(v) In a case of equality of votes, the chairman shall on both a show of hands and on a poll have a casting vote in addition to any other votes which he may have.

(vi) If passed, each Extraordinary Resolution will be binding upon all the Bondholders, whether or not present at the Meeting and whether or not voting.

(vii) The Issuer shall give notice of the results of the Meeting within 14 days of the Meeting but failure to do so shall not invalidate any resolution passed thereat.

(viii) This Notice and all non-contractual obligations arising out of or in connection with it are governed by, and shall be construed in accordance with, English law.

TABULATION AGENT

Kroll Issuer Services Limited
The News Building
3 London Bridge Street
London SE1 9SG
Attention: Owen Morris
Telephone: +44 20 7704 0880
Email: qbt@is.kroll.com
Website: https://deals.is.kroll.com/qbt

PRINCIPAL PAYING AGENT

Deutsche Bank AG, Filiale London
Winchester House
21 Moorfields
London EC2Y 9DB
England

LEGAL ADVISERS

Gordons Partnership 2020 Limited
First Floor, 1 Chancery Lane
London WC2A 1LF

This Notice is given by Quantum Blockchain Technologies plc on 23 March 2026.

End of Notice

CONTACT INFORMATION

Documents relating to the Consent Solicitation can be obtained from the Group's website at www.quantumblockchaintechnologies.com

Requests for information in relation to the Consent Solicitation should be directed to the Issuer

Quantum Blockchain Technologies plc
First Floor, 1 Chancery Lane
London WC2A 1LF

Requests for documentation in relation to the Consent Solicitation and questions regarding Consent Instructions should be directed to the Tabulation Agent

Kroll Issuer Services Limited
The News Building
3 London Bridge Street
London SE1 9SG
Attention: Owen Morris
Telephone: +44 20 7704 0880
Email: qbt@is.kroll.com
Website: https://deals.is.kroll.com/qbt

The contact details of the Principal Paying Agent are as follows:

PRINCIPAL PAYING AGENT

Deutsche Bank AG, Filiale London
Winchester House
21 Moorfields
London EC2Y 9DB
England

LEGAL ADVISERS

Gordons Partnership 2020 Limited
First Floor, 1 Chancery Lane
London WC2A 1LF

Signed for Approval

Francesco Gardin

CEO & Chairman

Quantum Blockchain Technologies plc