

## PRODUCT GUIDE



GENESIS PRIVATE EQUITY LTD  
THE FUTURE OF FINANCE NOW

### GENESIS PRIVATE EQUITY LIMITED

**High Returns On Capital - 6.51% to 7.86% Per Annum**

**Merging Traditional Finance With DeFi & Blockchain**

**Capital Secure With Fixed Returns - 2, 3 & 5 Years**

THIS INFORMATION AND PRODUCT IS ONLY AVAILABLE TO INSTITUTIONAL INVESTORS, COMPANIES, SOPHISTICATED INVESTORS AND HIGH NET WORTH INDIVIDUALS. ANY PERSON OUTSIDE OF THIS SCOPE SHOULD NOT READ THE INFORMATION CONTAINED WITHIN THIS PRODUCT GUIDE.

APPLICATIONS FROM

6<sup>th</sup> January 2026 to 6<sup>th</sup> April 2026

# Important Information

## Disclaimer

This document (the “Product” or “Product Guide”) constitutes an invitation to subscribe for the purchase of Decentralized Finance Tokens “digital currency”, which exist on a Blockchain. This digital currency is called Universal Capital Coin - with currency identification code UCC. By holding this digital currency you will then be eligible to receive guaranteed rates of return, payable in GBP (Pounds Sterling) that far exceed what “traditional banking” can offer you. You will also be eligible for other financial products which we launch. The terms and conditions are set out in this Product Guide.

Before you purchase any of this digital asset you should make sure that you fully understand the risks set out in this Product Guide and establish whether participation is suitable for you on the basis of all of the information contained in this Product Guide. This offering is an innovative way to utilise the new technology of Decentralized Finance (DeFi) and Blockchain technology within the arena of finance.

Your attention is particularly drawn to the “Risk Factors” which are set on on pages 15 and 16 of this Invitation. Prospective participants should consider carefully whether a purchase of Decentralized Finance Tokens is suitable for them in the light of their personal circumstances. Universal Capital Coin (UCC) is a digital currency which has been deployed to a Blockchain and may not be suitable for all recipients of this Invitation. This digital currency can be transferred to anybody in possession of a digital wallet capable of holding them.

Participants should only participate and purchase any Tokens referred to in this Invitation based on the information published in this Invitation and the Terms and Conditions set out herein on pages 17 to 18 of this Product Guide and the Agreement set on set out on pages 20 to 23.

Purchasing a digital asset of this nature, being an illiquid investment, could be speculative and therefore involve a degree of risk. It will not be possible to sell or realise the Tokens until the “Lock in” period has expired. Note then should you require your capital back after the “Lock In” period and therefore choose to sell back your digital currency, you would only get back the funds you originally used to purchase them. In addition to this you would, of course, have received your monthly returns payments during your “Lock In” period. You should declare any income you make to HMRC or the relevant tax authorities.

This Invitation is not a financial promotion for the purposes of Section 21 of the Financial Services and Markets Act 2000 (“FSMA”),

and is issued by the Company which accepts full responsibility for the information contained herein.

The Company is promoting the issue of Universal Capital Coin (UCC) only to clients who have specifically requested this information.

For ease of reference, by completing the “Participation Application Form, you have confirmed that you are a client and, as such, have requested to receive this Invitation Document and to Participate in this offering.

Applications should only be made on the basis of this Invitation Document, The Agreement and the Terms and Conditions contained herein.

Any individual who has any further questions regarding this Invitation should speak to a consultant at Genesis Private Equity Ltd and if questions still remain then consult an experienced person specialising in advising on arrangements of the kind referred to in this Invitation.

This invitation does not constitute an offer of transferable securities to the public and, accordingly, this Invitation does not constitute a prospectus in which the Prospectus Rules of the Financial Conduct Authority apply. Therefore this Invitation and the Participation Application have not been approved by the Financial Conduct Authority or any other regulatory body.

Universal Capital Coin (UCC) and similar digital assets are not protected from loss by the Financial Services Compensation Scheme (FSCS).

This Invitation Document does not constitute an offer to sell, or a solicitation or an offer to buy digital currencies in any jurisdiction in which such offer or solicitation is unlawful and, in particular, is not for distribution into the United States or Canada. Universal Capital Coin (UCC) has not been and will not be registered under the applicable securities laws of the United States or Canada and may not be offered or sold within the United States or Canada or to any national, resident or citizen of the United States or Canada. The distribution of this Invitation Document in other jurisdictions may be restricted by law and therefore persons into whose possession this document comes, should inform themselves about and observe any such restriction. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdictions.

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## Welcome from our Managing Director

**Our inspiration:** Genesis Private Equity Ltd was founded with an initial focus on providing entrepreneurial Property Investors with an alternative to traditional Bank secured financing.

Our founder and Managing Director David Carmichael's background and working life for the last 35 years has been in Banking, Finance and Property. When he first started personally property dealing, over 30 years ago, he encountered a problem, which a lot of people told him was a good problem to have. He found a countless number of exceptionally good opportunities to invest in property but did not always have the necessary funds available to execute the deals. This therefore led him to make one of 3 choices. 1). To pass the deal onto another property investor for a fee (commonly known as flipping these days), 2), to locate some additional financing to do the deal or 3), to just ditch the deal and wait for another opportunity.

Now, sadly not much has changed in the UK Finance industry since that time. There are still many developers and investors being left by the wayside because for one reason or another they require very quick and efficient short term financing, but are unable to get the funds in place quickly enough to be able to do the deals. To obtain this type of short term financing from a traditional bank can be a laborious task, which then leaves property dealers in the hands of short term "Bridging Companies" who in many cases offer the world to get property investors to apply and then subsequently fall short, leaving the investor under even more time pressure to try to raise the required finance. This is a situation which we at Genesis strive to insulate our clients from with our short term secured funding solutions.

### Where this has led us

Since this company's creation we have been committed to providing a versatile yet profitable lending solution to Property Investors in the UK. We have managed to provide creative financing solutions to many customers through the utilisation of Private Equity, which has proved extremely effective.

However this being said we have also had to turn away countless potential clients due to the lack of us having greater access to credit lines and private finance. This is primarily the reasoning for creating this innovative DeFi Invitation. Once we raise our target sum, this will enable us to expand our short term lending to a greater number of clients, which will then allow us to substantially increase our profitability into the coming years.

This will also allow our participants to generate a stable and high return on their capital at a time when banks are paying savers interest rates which are not competitive. Participants can proceed in the knowledge and with the security that their funds are ultimately secured upon tangible property assets within the UK.

### The UK Market Opportunity

We have experienced a phenomenal response, in terms of positive feedback, when we have conducted our feedback reviews from clients and from our applicants

who are attempting to raise funds very quickly, in order to purchase a property or to re-finance a property in order to add value to their own property businesses. We only deal with Property Investors who buy and sell property as their business. We do not provide facilities to owner occupiers or deal with "regulated" lending in any way. We either provide short term commercial funding at truly competitive rates of between 1% and 3% per month, depending on the proposal, for a 3 to 6 month term or we take an equity share in the property project so that we will earn a percentage of the profits once the property is sold.

By utilising our substantial combined expertise we select the proposals which are most profitable to fund (bearing in mind the limitations of our funding), and we will provide the funds in an expedient manner. We've even completed deals within 24 hours from start to finish, which separates us from our competition.

### This Decentralized Finance Opportunity

We made a deliberate decision to fund the next stages of our growth by using a technologically sound, innovative approach, incorporating DeFi and Blockchain). This will allow participants to benefit greatly. With a minimum purchase of £9,000 in our digital currency, you will receive a fixed rate of return of between 6.51% and 7.86% depending on the term you choose and the amount you purchase. Your returns can be paid monthly directly to your bank account.

We will use the money raised to fund our next chapter by:

- a) Expanding our secured lending to Individuals and SMEs
- b) Delivering SME products and servicing enhancements
- c) Developing efficient digital delivery of our secured lending.

**"I'm excited about the launch of our first DeFi fund raising and am thrilled that we can share this opportunity with you." Let's lead the way with DeFi and Blockchain technology in the 21<sup>st</sup> century.**



**David Carmichael - ACSI, MLIBF**  
Founder and Managing Director

With over 39 years of financial services experience, David has been an innovator in the secured creative financing arena. His vision is to transform Genesis Private Equity Limited into one of the UK's leading short term secured lending providers.

# Key Terms

We are pleased to present to you the opportunity to share and participate in this Decentralized Finance (DeFi) Product.

It's quite straightforward - you provide us with financing by purchasing £9,000 or more (up to £1,800,000 per Participant), of our digital currency called Universal Capital Coin (UCC). We will pay you a minimum of 6.51% fixed gross return per annum for a 2 year "Lock In" period up to a maximum of 7.86% fixed return per annum for a 5 year "Lock In" period. Returns can be paid to you monthly, semi-annually or annually, directly to your bank account.

You have the choice of receiving your capital back after the "Lock In" period expires after two, three or five years. This is achieved by selling the digital currency back to us and we will pay you the original price that you paid for it.. Note well, that it is important to ensure that you keep your digital wallet's password and login details safe. If you cannot access your wallet you will find it difficult to sell the currency and get your money back.

- Purchases of £100,000 or more up to £249,999 will yield an additional 0.24% per annum.
- Purchases of £250,000 or more will yield an additional 0.36% per annum.
- Therefore the maximum yield will be 7.86% on a 5 year "Lock In" if you purchase £250,000 or more.

Key Features of this DeFi Product are as follows:



# Expected Returns With 2 Year “Lock In”

The diagram below outlines the gross returns you will receive for a selection of purchase amounts expressed as an Annual Equivalent Rate which assumes that the digital currency is held for 2 years.

## Rate of Return - 6.51% Per Year Gross

**Purchases of Between £100,000 - £249,999 attracts an additional 0.24% (Total 6.75%)**

**Purchases of Between £250,000 - £1,800,000 attracts an additional 0.36% (Total 6.87%)**

£25,000	£1,627.50	£28,255	£135.63 Per Month
£50,000	£3,255.00	£56,510	£271.25 Per Month
£125,000	£8,437.50	£141,875	£703.13 Per Month
£250,000	£17,175.00	£284,350	£1,431.25 Per Month
£1,000,000	£68,700.00	£1,137,400	£5,725.00 Per Month
Amount Purchased	Total Annual Gross Return	Total gross return after a five year “Lock In” including the original amount purchased	Monthly Income you will receive

## Other key terms for you to take note of

1. **Transferable:** The digital currency is transferable to any suitable digital / crypto wallet. However when selling the digital currency back to us we can only pay the funds into an account held by the original purchaser (The Participant). This ensures our compliance with Anti-Money Laundering Regulations.
2. **Unlisted:** We have no plans to make an application for the digital currency to be admitted to listing or to trading on any recognised securities market.
3. **Ranking/Subordination:** Any existing and future loans entered into by The Company and/or its subsidiaries may benefit from security over The Company's assets however they will not take priority over our obligation to buy back any digital currency purchased.
4. **Prepayment:** The Company can request (at its discretion) to buy back all or some of the digital currency at any time after the first 12 months of selling it. We will pay any interest accrued up to the buy back date without any additional premium.
5. **Tax:** Please note that UK taxation law requires Any Participant to declare any income or profits they receive. Once declared, the Participant will be subject to taxation at the rate that they are liable to pay. So if you are a basic rate taxpayer (currently 20%) you should assume that HMRC will assess your tax liability on this basis, and of course the same will apply if you are a higher rate taxpayer or non taxpayer. Note that if you are a non tax payer and the income you receive then exceeds your tax allowance threshold you may be liable to pay tax at the basic rate. The same will also apply if the high rate threshold is exceeded. If in doubt we would advise you to seek professional advice.

# Expected Returns With 3 Year “Lock In”

The diagram below outlines the gross returns you will receive for a selection of purchase amounts expressed as an Annual Equivalent Rate which assumes that the digital currency is held for 3 years.

## Rate of Return - 6.99% Per Year Gross

**Purchases of Between £100,000 - £249,999 attracts an additional 0.24% (Total 7.23%)**

**Purchases of Between £250,000 - £1,800,000 attracts an additional 0.36% (Total 7.35%)**

£25,000	£1,747.50	£30,242.50	£145.63 Per Month
£50,000	£3,495.00	£60,485.00	£291.25 Per Month
£125,000	£9,037.50	£152,112.50	£753.13 Per Month
£250,000	£18,375.00	£305,125.00	£1,531.25 Per Month
£1,000,000	£73,500.00	£1,220,500.00	£6,125.00 Per Month
Amount Purchased	Total Annual Gross Return	Total gross return after a five year “Lock In” including the original amount purchased	Monthly Income you will receive

## Other key terms for you to take note of

1. **Transferable:** The digital currency is transferable to any suitable digital / crypto wallet. However when selling the digital currency back to us we can only pay the funds into an account held by the original purchaser (The Participant). This ensures our compliance with Anti-Money Laundering Regulations.
2. **Unlisted:** We have no plans to make an application for the digital currency to be admitted to listing or to trading on any recognised securities market.
3. **Ranking/Subordination:** Any existing and future loans entered into by The Company and/or its subsidiaries may benefit from security over The Company's assets however they will not take priority over our obligation to buy back any digital currency purchased.
4. **Prepayment:** The Company can request (at its discretion) to buy back all or some of the digital currency at any time after the first 12 months of selling it. We will pay any interest accrued up to the buy back date without any additional premium.
5. **Tax:** Please note that UK taxation law requires Any Participant to declare any income or profits they receive. Once declared, the Participant will be subject to taxation at the rate that they are liable to pay. So if you are a basic rate taxpayer (currently 20%) you should assume that HMRC will assess your tax liability on this basis, and of course the same will apply if you are a higher rate taxpayer or non taxpayer. Note that if you are a non tax payer and the income you receive then exceeds your tax allowance threshold you may be liable to pay tax at the basic rate. The same will also apply if the high rate threshold is exceeded. If in doubt we would advise you to seek professional advice.

# Expected Returns With 5 Year “Lock In”

The diagram below outlines the gross returns you will receive for a selection of purchase amounts expressed as an Annual Equivalent Rate which assumes that the digital currency is held for 5 years.

## Rate of Return - 7.51% Per Year Gross

**Purchases of Between £100,000 - £249,999 attracts an additional 0.24% (Total 7.75%)**

**Purchases of Between £250,000 - £1,800,000 attracts an additional 0.36% (Total 7.86%)**

£25,000	£1,877.50	£34,387.50	£156.45 Per Month
£50,000	£3,755.00	£68,775.00	£312.92 Per Month
£125,000	£9,687.50	£173,437.50	£807.29 Per Month
£250,000	£19,650.00	£348,250.00	£1,637.50 Per Month
£1,000,000	£78,600.00	£1,393,000.00	£6,550.00 Per Month
Amount Invested	Total Annual Gross Return	Total gross return after a five year “Lock In” including the original amount purchased	Monthly Income you will receive

## Other key terms for you to take note of

1. **Transferable:** The digital currency is transferable to any suitable digital / crypto wallet. However when selling the digital currency back to us we can only pay the funds into an account held by the original purchaser (The Participant). This ensures our compliance with Anti-Money Laundering Regulations.
2. **Unlisted:** We have no plans to make an application for the digital currency to be admitted to listing or to trading on any recognised securities market.
3. **Ranking/Subordination:** Any existing and future loans entered into by The Company and/or its subsidiaries may benefit from security over The Company's assets however they will not take priority over our obligation to buy back any digital currency purchased.
4. **Prepayment:** The Company can request (at its discretion) to buy back all or some of the digital currency at any time after the first 12 months of selling it. We will pay any interest accrued up to the buy back date without any additional premium.
5. **Tax:** Please note that UK taxation law requires Any Participant to declare any income or profits they receive. Once declared, the Participant will be subject to taxation at the rate that they are liable to pay. So if you are a basic rate taxpayer (currently 20%) you should assume that HMRC will assess your tax liability on this basis, and of course the same will apply if you are a higher rate taxpayer or non taxpayer. Note that if you are a non tax payer and the income you receive then exceeds your tax allowance threshold you may be liable to pay tax at the basic rate. The same will also apply if the high rate threshold is exceeded. If in doubt we would advise you to seek professional advice.

# Our Business

Genesis Private Equity Ltd is a financial services company based in the City of London

Genesis Private Equity Limited, (company registration number 15781497, Registered Office at 85 Great Portland Street, Mayfair, London, W1S 1BN. Telephone No:0207 1756333, email address: mail@gpe.co.uk

We are a privately owned business with our offices located within the famous financial district, (the square mile), of the City of London (specifically situated in Mayfair). We are now a part of Genesis Private Capital PLC.

As a financial services firm, which operates throughout the whole of the United Kingdom and internationally, we provide a comprehensive range of niche financial services to Commercial Firms and High Net Worth Individuals. Our success is built around our determination to provide a tailored solution to every client that approaches us, and with this in mind we have been able to provide financial solutions to our clients, where a traditional bank or financial organisation has failed. Although we are not a bank, we have a depth of experience within the traditional banking and finance industry as well as the new innovative financing methods.

The business model we operate is straightforward and has enabled us to not only compete against these traditional financial organisations, but to be able to fund projects that they cannot.

Our secured lending solutions cut out the usual barriers which Banks may put up and allows us to provide Finance Solutions much more expediently than other providers can, which is a key consideration when dealing with dynamic Property Investors.

Genesis Private Equity Ltd (Financial Prudence With Superb Performance)

UP scaling expertise in the provision of:

- VENTURE CAPITAL
- COMMERCIAL FINANCE
- FINANCIAL TRAINING
- OFFSHORE SERVICES
- AVIATION SERVICES
- INTERNATIONAL BANKING

We are launching this DeFi Purchase Opportunity so that we can expand our offering in Secured Lending for Property Investors within the UK residential and commercial property arena.



# Our Customers

Our business is rooted in serving the needs of Individuals and SMEs who are disillusioned with dealing with traditional banks and financing organisations.

Over the past 5 years, we've expanded our focus to include Individual Property Investors and SMEs who are looking for very quick and affordable solutions for obtaining secured financing by utilising residential and commercial property as collateral for the debt. Our typical customer is a driven and sophisticated property investor.

We've developed our underwriting process to make the whole process easy from application to completion and because of our flexible approach, we manage to fund projects which the traditional banks and finance companies can't or won't fund. Since inception we have had zero defaults which shows the robustness of our decision making.

## We serve two key customer groups

### A. Individuals

**Who are, disillusioned with traditional banks or have very tight deadlines to meet.**

We meet and help customers every day who are just tired of the "that's how it's done" culture when banks and other lenders explain how difficult it is to access a line of secured funding quickly and easily for projects that they see as a "no brainer".

Our typical customer is between 30-65 years old with an entrepreneurial flare. Tending to be a higher earner and part of a group of High Net Worth Individuals and Sophisticated Investors. They tend to require a quick and efficient service, which ordinarily the traditional funding organisations do not provide, along with the ability to utilise creative financing solutions in order to get their project to completion.

### B. SMEs

Small to Medium Enterprises

**We tend to deal with Companies/Firms with between 1-25 employees.**

SMEs make up 99% of UK businesses and are the backbone of the economy, however a significant percentage of them are startups who, due to the lack of credit trading history, do not fit the risk profile of traditional banks. We believe in giving all businesses the best chance of success, so we primarily focus on the project which the business is looking to undertake. Once we determine that the security being offered is viable and that there is also a viable exit plan, so that any funding we provide will be repaid, we will do our best to provide the funding in an expedient manner and at a reasonable cost to the business.



## Our Projected Capital Growth

Projected Additional Capital on Balance Sheet (from retained earnings)

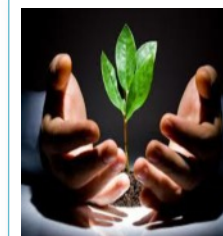
(Fiscal year end March)



**We envisage the generation of strong profits and financial performance in the coming years which will be underpinned by our unique and flexible approach to creatively funding property transactions for Individual Investors and SMEs.**

More specifically, as a result of our collective experience in funding property investments in a more “creative” way, we will be able to grow the business without hindrance. This is because we are tapping into the profitable niche of customers, which the traditional funding institutions such as banks, are unable to or unwilling to deal with. We expect this level of growth without resorting to any further rounds of funding.

We strongly believe that there will be a very high level of growth in our customers’ use of our services and that this will be a testament to the desirability of our funding options. As their awareness of what our capabilities are continues to grow, we anticipate that this impressive growth rate will continue as our reputation grows, with the knowledge that we are a better alternative to traditional funding models, when it comes to funding property transactions.



### Finance & Risk Dept.

With a combined experience of more than 50 years in Accounting, Banking and Financial Risk Management, we monitor risk and ensure that Company’s stability is maintained.

# How to Apply

GPE DeFi purchase applications can be made online or by using a paper application form starting from 6<sup>th</sup> January 2026 up until the 6<sup>th</sup> April 2026 at 11:59pm.

The minimum purchase is £9,000, up to a maximum purchase of £1,800,000 per participant, in multiples of £500, on a first come first served basis.

To apply, just follow the simple instructions provided in the tables below.

More detailed information on how to participate is provided on our website. You can also telephone us on +44(0)207 1756333 between the hours of 9am to 5pm Monday to Friday, with any questions.



## ONLINE APPLICATION

Simply access the online Participation Application Form on the our website [www.genesisprivateequity.co.uk](http://www.genesisprivateequity.co.uk)

Complete the onscreen instructions and submit your application. Once all of our checks are complete, and the Agreement is signed we will then credit your digital wallet with the digital currency. You will be required to make your payment by bank transfer.

The details required to pay us by bank transfer will be provided upon successful submission of your application.



## POSTAL APPLICATION

The fastest way to obtain a paper application form is to go to the website: [www.genesisprivateequity.co.uk](http://www.genesisprivateequity.co.uk)

Fill in the small enquiry form and a Product Guide and application form will be emailed to you. All you have to then do is print the form out, complete it and post it with a cheque to: Genesis Private Equity Ltd, 17 Hanover Square, Mayfair, London, W1S 1BN.

. You can also request a form by calling us on: +44(0)207 1756333

## Key Features of the Product

UP TO

**7.86%**

Yearly Gross  
Fixed Interest  
Rate

**12x**

Returns paid  
each year

**£1.8m**

Maximum  
Investment per  
Applicant

# What We Plan to do With The Proceeds

We are on a mission to expand our creative lending solutions to Individuals and Small Businesses in the UK, to create a perfectly flexible lending approach.

As you read this document we want you to be secure in the knowledge that our future growth plans will be built upon our substantial knowledge and experience in structuring creative secured lending to Individual Property Investors and SMEs

When it came to deciding how best to fund the next stages of our growth, we made a very deliberate decision to utilise methods that are in line with our thinking and philosophy. As we are a creative and innovative firm, we thought it only fitting to use innovative and creative ways to do this and the utilisation of Decentralized Finance (DeFi) and Blockchain technology is perfect for this. This means that we can provide you with a market leading rate of return on your capital, whilst eradicating the use of outdated “traditional” ways of financing. This has led us to developing this safe and simple opportunity which provides Participants with this high rate of return along with a guarantee for your capital.

The funds will go towards three areas:

- A** Expanding secured funding to Individuals and SMEs.
- B** Delivering product and service enhancements.
- C** Developing efficient digital delivery for our secured lending.



# Questions and Answers

## Q. Why do you want the money?

Proceeds from your participation will enable us to expand our creative secured lending to Individual Property Investors and SMEs in the UK. This will allow us to continue to fund projects which are secured on UK land and property, in our own unique way.

## Q. Why don't you raise the money from a bank?

When it came to deciding how best to fund the next stages of our growth, we made a very deliberate decision to utilise methods that are in line with our thinking and philosophy. As we are a creative and innovative firm we thought it only fitting to use innovative and creative ways to do this and the utilisation of Decentralized Finance (DeFi) and Blockchain technology is perfect for this. This means that we can provide our customers and the general public with a market leading rate of return on their capital, whilst eradicating the use of outdated "traditional" ways of financing. This has led us to developing this safe and simple opportunity which provides Participants with the return and a guarantee for their capital.

## Q. Which entity will be using the funds raised?

The funds will be utilised by Genesis Private Equity Ltd. 17 Hanover Square, Mayfair, London, W1S 1BN. Company Registration Number: 15781497. We may also market to Individuals and Businesses under different trading names as shall be determined from time to time.

## Q. What amount (£) of digital currency can I purchase?

The minimum amount of Universal Capital Coin (UCC) which you can apply for and purchase is £9,000 in aggregate. You can apply for as much as you wish, in increments of £500, up to a maximum of £1,800,000 per applicant.

## Q. What amount is being raised?

We have a fundraising target of £50 million via the issue of this digital currency. There is no conditionality of any lower threshold for this invitation to be valid. We have an upper limit of no more than £75 million, which can be increased subject to Board approval.

## Q. Who can participate in this?

Individuals who are aged over 18 and reside in the UK or any jurisdiction in which it is lawful to purchase Decentralized Finance digital currencies. Companies and Trusts which are resident in the UK can also apply. Note that in compliance of Money Laundering Regulations, if we are unable to electronically verify the Identity of any participant, we may have to request copies of identity documents and address verification documents. Note that an individual cannot participate on behalf of a third party without the said third party being named within the application. We will make additional checks and may require additional documentation for applications made by companies or other entities such as associations.

## Q. Is your digital currency suitable for SIPPs and/or ISAs?

Individual Participants should be aware that you may be able to hold digital currencies in a SIPP. You should ensure that you seek suitable expert advice if this is something you are contemplating. Currently, UCCs are not suitable for Individual Savings Accounts (ISAs).

## Q. Can I change my mind?

Yes, provided you do so before the digital currency is deposited into your digital wallet. Once deposited you are subject to the "Lock In" period which you selected at the application stage. Should you wish to cancel your application you should write to us at: 17 Hanover Square, Mayfair, London, W1S 1BN or email us.

## Q. Can I pay by instalments or top up on my holding of digital currency?

Unfortunately, you will not be able to pay for your digital currency in instalments. They can be topped up by purchasing more as long as the purchase is made before the deadline end date. We are unable to accept applications that are not accompanied by payment of the full amount of digital currency applied for or applications that come in after the end date. Topping up can be done in multiples of £500 up to the prescribed maximum.

## Q. What return do I receive for holding UCC and is this rate fixed?

Holders of UCC will receive a fixed return of between 6.51% and 7.86% (depending on which term you choose and how much you choose to purchase), gross per annum on your initial purchase. Returns can be paid monthly, semi-annually or annually by electronic transfer into the account you nominate during the application process. We will pay your returns gross which is an additional advantage of participating in this Invitation. Example. If you purchase £25,000 worth of UCC digital currency, the total return that you will receive gross over a five year "Lock In" period will be £9,387.50 - £156.45 monthly. There are calculators on the website which you can enter different amounts into or you can email us or telephone us and we will be happy to provide you with an illustration.

## Q. How are the returns I receive calculated?

Returns will be paid to Participants at the prescribed rates and will be calculated as a gross fixed rate every day based on a 365 day year (or 366 days in a leap year) starting from the first day of the calendar month following the month in which the UCC is purchased. Your returns paid will be paid to you gross which means that you will have to declare any income to HMRC

## Q. Are UCCs transferable?

Yes the UCCs are transferable but they should not be sold or traded. We are only obligated to "Buy Back" and make the return payments to the original Participant, unless we explicitly agree otherwise.

# Questions and Answers

Continued

## Q. How does Genesis Private Equity pay such high rates of return?

Returns will be paid using retained earnings. Our short term financing solutions tend start at interest rates of 1% per month and in some cases can go as high as 3% per month. When we lend to our clients they put up their property as collateral. This is why we know that we can guarantee Participants' the rates of return stated.

## Q. How do I get my money out?

When your "Lock In" period has come to an end after 2, 3 or 5 years, just email us confirming you would like us to "Buy Back" the digital currency and we will provide you with instructions of what you need to do. This information is also clearly available on our website.

Please note that we may, at our discretion, "Buy Back" all or some of the digital currency at any time after 12 months from the date of your purchase. In such circumstances, Participants will receive the original amount they paid and any returns accrued up to the date of "Buy Back", but will not receive any premium or further returns.

## Q. Can I get back my money before the end of the "Lock In" term?

Unfortunately not. The "Lock In" terms are set for 2, 3 or 5 years along with the corresponding rates of return. However as referred to above, the Company may, at its discretion, "Buy Back" all or some of the digital currency after 12 months has elapsed from the Commencement Date.

## Q. What happens if the DeFi offering is oversubscribed?

The digital currency is issued on a first come, first served basis. In the event that the offering is over subscribed, the Company reserves the absolute discretion as to whether to accept or reject your participation in whole or in part (in multiples of £500 subject to a minimum of £9,000 and up to a maximum of £1,800,000). Therefore the Company may accept or reject your application in whole or in respect of part only of the nominal amount of digital currency you wish to purchase. Should we choose to reject or reduce your participation you would only be required to pay for any digital currency allocated to you. Any overpayment would be immediately reimbursed to you.

## Q. Should I discuss this DeFi offer with a financial advisor?

You do not have to but we recommend that if there is any aspect of this invitation that you are unsure of, after speaking to us, if you have any further questions, you should seek the advice of an Independent Financial Adviser or other professional, who has expertise with these types of specialist and innovative products.

## Q. What happens if I die while I'm holding the digital currency?

Under these circumstances, the digital currency would become part of your estate and title to them would be held by the executors or administrators of your estate. Your executors or administrators would hold

the digital currency until the expiry of the "Lock In" period or if the Company agrees in writing, the digital currency may be bought back and the cash value would then become part of your estate. If applicable the "Buy Back" process may take some time depending on the specific circumstances surrounding your estate.

## Q. Does participating entitle me to shares in Genesis Private Equity Ltd?

No. The digital currency is not convertible into shares and the Participant does not have any ownership interest in the Company. The digital currency is fundamentally a digital asset in its own right, which entitles the owner to a guaranteed fixed rate of interest for a fixed time period. After the time period has expired it can then be sold back to us.

## Q. Can I receive a paper version of the Application Form?

If you would like to receive a paper version of the Participation Application Form, continue to follow the instructions on our website [www.genesisprivateequity.co.uk](http://www.genesisprivateequity.co.uk). At the end of the process you will be given the option to download the form. If for any reason you are unable to print a copy please contact us at +44(0)207 1758999 (between the hours of 9 - 5 Monday to Friday or email us and we will then email you or post you a paper copy of the application form.

## Q. Are you launching other products?

Yes we are launching a world beating debit card which will provide substantial reward benefits which will include discounts on energy bills. This will only be available to Participants.

## Q. How do I participate?

You can apply online or by post. You can access the online application on our website. [www.genesisprivateequity.co.uk](http://www.genesisprivateequity.co.uk). Note that the minimum purchase is £9,000 per person and the maximum is £1,800,000 per person. The deadline date to apply is 09<sup>th</sup> March 23.

In order to apply by post just follow the instructions when you access the website above as there will be an option for postal applications.

## Q. How safe is my money?

Although participation is not covered by the Financial Services Compensation Scheme (FSCS), as a Participant you can rest assured that the capital being raised is being used to expand our creative secured lending solutions to Individuals, Small Businesses and other eligible entities. This means that you can take comfort that any funds provided by us to our customers in the form of secured loans are 100% Asset Backed, totally secured on residential or commercial property and land, situated within the UK. This fact combined with the fact that our organisation is managed meticulously, means that any purchase which you choose to make, will not only provide you with a secure high rate of return, which can be taken as a monthly income, it will also be secure as fundamentally it will be backed by the collateral of residential or commercial property or land located within the UK. Participating will also entitle you to apply for our upcoming product launches which will have substantial benefits for our clients.

# Risk Factors

In addition to the relevant information contained in this Product Guide, your attention is drawn to the following specific factors which should be considered carefully in evaluating whether to participate by purchasing this digital currency. If you are in doubt about the contents of the document or the action that you should take, you are recommended to seek the advice of an Independent Financial Adviser or other such professional, who has the expertise to advise you on these types of specialist and innovative products.

The directors of the Company (the “Directors”) believe the following risks to be the most significant for potential participants. The risks listed do not necessarily comprise all those associated with an investment in this digital currency and are not intended to be presented in any order of priority.

In particular, the performance of Genesis Private Equity may be affected by changes in legal, regulatory and tax requirements in the United Kingdom, as well as the overall global financial and economic conditions.

Although the Company sets out to mitigate the key risks to the business, there can be no absolute guarantee that the mitigating steps set out in the Risk Factors section will remove the risks to this business in their entirety (as demonstrated in the Financial Crisis in 2008, where even the biggest banks in the UK ended up in difficulties). With this in mind we have been meticulous to ensure that we are insulated from such risks in the future.

## A. Risks relating to the Company's Business.

### Interest rate risk

The Company is currently financed through a mixture of retained profits and equity capital. In the future the Company may at its discretion add bank financing to this. Should this be the case then the business could at some stage have exposure to interest rate fluctuations on any bank financing obtained, which would then have to be managed in conjunction with the Company's Bankers. We would inform you that this is currently not the case and that the Company has no plans to obtain bank financing into the future.

### Liquidity risk

The Company is required to maintain sufficient liquidity in order to meet its obligations on a day to day basis. These obligations primarily consist of the payment of operating expenses and tax, the payment of dividends and of course the ability to fund new and existing loan commitments to our customers. The Company manages the financial risk of insufficient liquidity by ensuring that sufficient liquidity is available to meet foreseeable needs, buy utilising detailed cash flow analysis and forecasting. The Company cannot absolutely guarantee that it will always have sufficient liquidity to continue operations, however it has a strong record of operational financial management.

### Credit risk

By the nature of its business the Company is exposed to credit risk on its lending portfolio. This means that an unexpected

level of default on the projects it selects to fund could create a credit risk. This being said, it should be noted that any project the Company funds is secured on residential and/or commercial property situated in the United Kingdom. For any funding to take place the Company will always secure the funding with a substantial amount of collateral, taken in the form of Land or Real Property situated within the UK. We would usually only lend up to a maximum of 60% of the value of any land put up as security, which means that property values would have to nosedive massively before any funds which we allocate to a project are significantly at risk. To reduce this risk even further we monitor our portfolio of funding through a risk management process and we also ensure that we use appropriate underwriting and evaluation of all projects entered into.

Also it should be noted that the “credit” industry continues to be under regulatory scrutiny. The Company therefore continually plans for ways in which it can effectively operate under tougher regulatory regimes. The Company continues to do this on a regular basis in order to ensure that it mitigates, as much of these potential risks as it can.

### Economic and political conditions

As a UK based financial services business, which primarily funds projects within the UK, the Company is particularly exposed to any economic downturn in the UK which affects its customers. We are aware that even in times of recession there are innate risks which could manifest, but we also understand that these times can also throw up massive opportunities for expansion.

So as a summary the Company is susceptible to the general economic climate and the spending patterns of its customers.

### Legal and compliance risk

The financial services industry is the subject of a significant amount of complex law and regulation. Much of the law and regulation is also the subject of frequent amendment and significant changes are expected within a number of areas which could have a direct impact on The Company, including the second Payment Services Directive (PSD2) and the fourth Money Laundering Directive (4MLD). The full impact of such changes are not yet known but they could impose an additional administrative and financial burden on the Company or restrict the services it has to offer.

The Company could also be subject to conduct risk regulatory requirements. Conduct risk is the risk of unfair customer outcomes as a result of business strategies. The Company sees the mitigation of this risk as a normal day to day operation. It is entrenched within the Company ethos to fundamentally run the business well and to strive to achieve good customer satisfaction.

# Risk Factors

Continued

## Reliance on technology

The Company's operations are largely dependent on the efficient functioning of the marketing and applications process. Our websites are critical to achieving this. We also have to ensure that our customers have a wider accessibility to our process, on mobile devices. Therefore it is important that we maintain the availability of our websites and Internet traffic. As time progresses we are looking to introduce additional services where clients can access their loan accounts online. This can of course throw up additional issues, which the Company will have to mitigate from an IT perspective.

## Reputational risks

The future success of the Company depends on its ability to maintain and enhance the image and reputation of its brand and of its existing products and services. The image and reputation of the Company could be impacted by various matters including litigation, liquidity constraints or complaints from customers. Such concerns could be harmful to the Company's image and reputation. Deterioration in the Company's brand equity could have a negative impact on its operating results, financial condition and prospects.

## Business interruption

A major incident such as a terrorist attack or pandemic outbreak of illness, or an event which impacts upon the Company's mainframe systems, key central support functions of information technology systems, could affect the Company's ability to trade, which could lead to an adverse impact on the Company's financial performance.

## Reliance on key personnel

The Company to a certain extent, is dependent on the contribution of certain key managers in the organisation. If any of them were no longer involved with the Company in the future, This would cause some disruption to the business, which could conceivably have a material impact upon the Company's financial performance.

## Competition

There can be no guarantee that competitors, who are better funded, and who may bring superior products or services to the market could provide the services at a lower price, thus potentially putting a squeeze on the Company's margins.

## B. Risks relating to Our Digital Currency

### Non-transferable (except upon death)

The Company's obligations are not transferable or negotiable on the capital markets and no application is to be made for this digital currency to be admitted to listing or to trading on any major market. Accordingly you will be required to hold the digital currency until the "Lock In" period has expired before it can be sold.

### Illiquid investment

Purchasing an unquoted digital asset of this nature, being an illiquid investment involves a degree of risk. It will not be possible to sell or realise this currency until the "Lock In" period has expired. Universal Capital Coin (UCC) is a digital asset which the Company guarantees to "Buy Back" when the "Lock In" period has expired.

## Not protected by the Financial Services Compensation Scheme (FSCS)

Purchasers of these digital assets are not protected from loss by the Financial Services Compensation Scheme. Universal Capital Coin (UCC) may not be suitable for all reviewers of this Product Guide. Each potential Participant must determine the suitability of this Invitation in light of their own circumstances.

## Tax advice

Investors should also take their own tax advice as to the consequences of owning this digital currency as well as receiving returns from them. No representation or warranty, express or implied is given to Participants as to the tax consequences of their acquiring, owning or disposing of any Universal Capital Coin (UCC) and neither the Company nor the Directors will be responsible for any tax consequences for any such Participant.

## Interest rate risks

Universal Capital Coin create 2, 3, and 5 year fixed term return payment obligations, on the Company, which is attached to holding them. Accordingly Participants will not benefit from any subsequent increases in general market interest rates after the date of the allocation and issue of the digital currency to the Participant.

## Third party loan obligations

The Company may have repayment obligations to third party investors (i.e. its main shareholders and Directors). These obligations will not supersede our obligations to any Participants.

All of the risk factors mentioned in this Document are not exhaustive and do not purport to be a complete explanation of all of the risks and significant considerations involved in purchasing Universal Capital Coin (UCC)

Accordingly and as noted above, additional risks and uncertainties not presently known to the Directors, or that the Directors currently deem immaterial, may also have an adverse effect on the Company's business and prospects.

We recommend that each applicant ensure that they have sufficient knowledge and advice to make a meaningful evaluation of this DeFi Invitation, the merits and risks of participating in the purchase of this digital currency and the information contained in this Product Guide.

Any applicant should also ensure that they have sufficient financial resources and liquidity to bear all of the risks of participating in this offering.

# Terms & Conditions of This DeFi Product

## **This Defi Product, and your participation in this Product is conditional upon and subject to:**

1. The Company having received Applications from potential Participants to subscribe for Universal Capital Coin (UCC) digital currency with no minimum participation threshold, by no later than 11:59 on the 6<sup>th</sup> April 2026 (the "Deadline End Date"), unless extended by the board of directors of the Company (the "Board") in its absolute discretion;
2. Your duly completed Application Form being submitted online or received in the post and your payment being made by bank transfer or cheque having been made in each case in cleared funds, in accordance with these terms and conditions; and
3. The Company having accepted your Application. You have the right to contact us to cancel your application before the digital currency is deposited to your digital wallet (the "cancellation period"). If you wish to cancel your application you should write to us at 17 Hanover Square, Mayfair, London, W1S 1BN or email us and we will arrange for any payment made to be refunded. After the deposit is executed your application will be irrevocable and will follow the terms of your selected "Lock In" period.

The Application Form is available to download from our website address at: [www.genesisprivateequity.co.uk](http://www.genesisprivateequity.co.uk). If for any reason you are unable to print a copy of the form please contact us by telephone or email.

Contact details: Genesis Private Equity Limited on +440207 1758999 between the hours of 9am to 5pm on any UK business day.

The Company reserves the absolute discretion as to whether to accept your Participation. Any allocations, if made, will be on a "first come, first served" basis. Applications must be in multiples of £500, with a minimum amount of £9,000 up to a maximum amount of £1,800,000 per Participant.

### **Confirmations**

By completing, printing (in the case of Application Forms downloaded online or posted to you), signing and returning your Application Form, together with payment by bank transfer, or cheque for the full amount of your allocation, you will be participating in accordance with the terms and conditions contained in this Product Guide and the Agreement. In particular, by participating, you will be deemed to acknowledge and confirm that you agree.

A) That you are not relying on any other information given or any representations, warranties, agreements or undertakings (express or implied), written or oral, or statement made at any time by the Company or any company which is from time to time a member of the group other than as contained in this Invitation and the Agreement, and that accordingly, no member of the Company, its directors, officers, agents, employees or advisors or any person acting on behalf of them shall have any responsibility for any such information or representation.

B) You are not relying on the Company or any employee or agent of the Company to advise whether or not the digital currency is suitable for your needs or requirements;

C) that you are a company or undertaking incorporated and resident for corporation tax purposes in the UK or that you are an individual who is 18 years old or more and resident in the UK or any "lawful" jurisdiction, at the date of participation. In the case of Applications in respect of Universal Capital Coin to be held by SIPPs (Self, Invested Pension Plans) only, a person referred to in this paragraph or a trust company or charity resident in the United Kingdom, and who is not prevented by law from applying or holding digital currencies, save in respect of SIPPs applications from joint applicants will not be accepted, nor will participation from trusts or other organisations or persons, who do not provide an address in or reside in the United Kingdom or another "lawful" jurisdiction, or are under the age of 18 years old at the date of submitting their Application Form;

D) you are entitled to participate and to be issued with digital currency in respect thereof under the laws of and rules of any governmental bodies located in any jurisdictions which apply to you.

E) you are aware that it is up to you to seek advice from someone who specialises in advising on these types of products.

F) you are not entitled to be paid any commission in relation to your participation.

H) you and funds under your management are not engaged in money laundering as defined in the Proceeds of Crime Act 2002.

I) You are making your Application on your own behalf and for no other person and

J) if you provide a cheque to cover your purchase of this digital currency, this cheque will be honoured on first presentation.

Nothing in this Invitation, the Agreement or Application will restrict the Company's liability for fraud.

# Terms & Conditions of This DeFi Product

## CONTINUED

### Money laundering

It is also a term of your Application that to ensure compliance with the Money Laundering Regulations 2007, the Company may in its absolute discretion, require verification and additional evidence confirming your identity. Pending the provision of evidence of identity, the digital currency applied for hereunder may not be issued at the absolute discretion of the Company.

If within a reasonable time after a request for verification of identity, satisfactory evidence has not been supplied, the Company may at its absolute discretion, reject your Application in which event any payment in respect of your Application will be refunded to you without interest and at your risk.

### Application process and timetable

If, after carefully reading the Invitation and the Terms, you wish to participate, please follow the instructions on page 12 of this Product Guide.

For the avoidance of doubt, please note that third party cheques will not be accepted, save where the name, address, and date of birth of the applicant on whose account it has been drawn has been included in the application.

Please note that the decision to accept or reject your Application in whole or part is the sole and unreserved discretion of the

Company. Therefore, the Company may accept your Application in respect of part only of the nominal amount of digital currency applied for in your Application (in which case the balance of the amount paid by you in respect of the digital currency which were not issued to you will be returned to you). Additionally the offer is limited and available on a "first come first served" basis and Applications must be received no later than the 6<sup>th</sup> April 2026.

The DeFi offering will close at the time and date (being 11:59pm 6<sup>th</sup> April 2026 unless extended by the Board at its absolute discretion). However the offer may be closed earlier if the Board so determines. Please note that the Offering will be closed when the total digital asset allocation reaches £50,000,000, unless extended at the discretion of the Board. Cheques received in respect of Applications will be presented for payment immediately upon receipt.

We will inform you in writing if your Participation Application has been successful immediately or within 48 hours of the receipt of cleared funds we will then credit your digital wallet with the digital currency purchased.

If your Application is not successful or is only successful in respect of some of the digital currency applied for, the amount of your Application which was not successful will be refunded to you within 3 working days of the date that we received cleared funds.

If you have any questions relating to the procedure for making an Application and completion of the Application Form, please contact us on +44(0)207 1756333 between the hours of 9am to 5pm on any UK business day. For legal reasons, Genesis Private Equity Ltd will only be able to provide information contained within this Product Guide and will be unable to advise on the merits of the Invitation or as to whether you should make an Application or to provide any financial, legal, tax or related advice.

# Taxation

The comments below are of a general nature based on UK tax law and HM Revenue & Customs ("HMRC") practice as in effect at the date of this document and are subject to any change in such law or practice that may take effect after such date (possibly with retrospective effect).

The comments are not intended to be exhaustive. They do not necessarily apply where the income is deemed for tax purposes to be the income of any other person. They relate only to the position of the persons who are the absolute beneficial owners of their digital currency and may not apply to certain classes of persons such as dealers or professional investors, or to other persons that do not fall into the categories of Participant discussed below. Prospective purchasers of the Universal Capital Coin (UCC) are advised to consult their own professional advisors concerning the tax consequences of the acquisition and ownership of the digital currency and any benefits derived thereon.

## 1. Individual Participants

The precise tax treatment of the Participant will depend on the Participant's individual circumstances and law and practice in force at the relevant time and may therefore be subject to change in the future

Companies that would offer returns on capital in this way, for example through issuing Corporate Bonds would normally be obliged to withhold income tax at the basic rate (currently 20%) from payments of cash interest to Bondholders who are individuals and would pay such amount to HMRC in cash on each Bondholder's behalf. Once done the cash interest payments will be free and clear of any other taxes, duties, assessments or governmental charges of whatsoever nature unless such deduction is required by law.

As an example of this using our returns model could be, an individual who invests £50,000 with a 5 year "Lock In". Through the traditional routes they would be liable to have income tax deducted at source by the provider and would expect to receive the following return per annum.

Cash Interest (6.7% Gross) £2,850

Tax Withheld: £570

Net Interest Received: £2,280

Monthly Income: £190

The interest rate is expressed as the Annual Equivalent Rate.

## We pay your Returns Gross

This means in the example above you would receive a monthly income of £279.17.

This could of course provide advantages for you in your tax planning. This is something that you would have to speak to your tax planner or accountant about.

The ultimate liability for tax made on gains or profits for holding Universal Capital Coin will depend upon the individual circumstances of each Participant at the relevant time and may be subject to change.

A Participant who is subject to UK income tax at a rate not exceeding the basic rate will be liable to pay income tax on returns received as a result from holding the digital currency.

A Participant who is subject to UK income tax at higher rates of income tax exceeding the basic rate may be required to pay the additional tax after making the necessary declarations to HMRC.

A Participant who is not normally subject to tax in the UK may be entitled to claim repayment of the any tax they have paid at the basic rate by the to HMRC.

No liability to UK capital gains tax should arise out of the allocation of the digital currency or their subsequent "Buy Back".

## Inheritance Tax

A holding of digital currency may form part of a Participant's estate for inheritance tax purposes.

No UK stamp duty or stamp duty reserve tax will be payable on the issue of the digital currency or their subsequent "Buy Back".

## 2. Corporate investors and charities

Participants that are companies resident in the UK for corporation tax purposes should be eligible to receive payments of returns gross where the Company has evidence of the Participant's status, as there is no withholding tax obligation in such circumstances. Such corporate Participants will have to pay tax on the interest received at the applicable corporation tax rate according to their profits and status.

Charities resident in the UK for tax purposes will also be eligible to receive returns gross.

Please note that the tax treatment of the Universal Capital Coin (UCC) depends upon the individual circumstances of each Participant and we strongly recommend that all Participants, in particular any Participants who are or may be liable to pay higher rate tax or who may be liable to pay tax in non-UK jurisdictions, consult an independent financial advisor as further tax may become payable in some cases.

# The Agreement

THIS INFORMATION IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. Before you sign this Agreement, you should make sure that you fully understand what is being offered, as well as the risks associated with participating and purchasing DeFi digital currency. We recommend that you read this Product Guide in full to satisfy yourself that this is suitable for you. Specifically you should be aware that purchasing digital currency may present some risks. If you have any questions, you are recommended to consult a professional financial advisor who specialises in advising on these types of arrangements.

## The Agreement

This Agreement is made on 9<sup>th</sup> September 2022

By:

Genesis Private Equity Ltd: (registered number 15781497) whose registered office is at 85 Great Portland Street, London, W1W 7LT (the "Company").

## Background

A) The digital asset issue is targeting the allocation of £50,000,000. However, up to £75,000,000 of Universal Capital Coin (UCC) may be constituted pursuant to this Agreement.

B) The proceeds of the Universal Capital Coin will rank as an obligation and liability to the Company.

C) This document, which is not a financial promotion for the purposes of Section 21 of the Financial Services and Markets Act 2000, is being issued by Universal Private Equity Ltd, which accepts full responsibility for the information contained herein.

## 1. Definitions and interpretation

The following words have these meanings in this Instrument unless a contrary intention appears:

"Aggregate Nominal Amount" means that aggregate principal amount of digital currency outstanding and all accrued but unpaid returns from time to time.

"Universal Capital Coin (UCC)" means the digital currency deployed to a Blockchain, which when purchased, entitles the Participant to a fixed rate of return for 2, 3 or 5 years. UCC will be issued on a 1 for 1 basis meaning that for £1 bought we will issue 1 UCC. We will also "Buy Back" on this basis so that you receive the exact amount of money you participated with when your "Lock In" period ends if you choose to sell.

"Participant" means the person(s) who purchased the digital currency in return for receiving the guaranteed rates of return.

"Business Day" means a day other than a Saturday or Sunday on which banks are open for business in London.

"Certificate" means a certificate evidencing title to Universal Capital Coin (UCC) issued by the Company.

"Commencement Date" means the date that the Company receives full payment for the digital currency which has been issued to the Participant.

"Default Event" has the meaning given to that term in Clause 7.1.

"Directors" mean the board of directors of the Company from time to time.

"Agreement" means this Agreement

"Return Rate" or "Rate of Return" means 6.51%, 6.99% and 7.51% dependant upon amounts of UCC purchased and which "Lock In" period you select i.e. 2, 3 or 5 year terms respectively, up to a maximum of 7.86%.

"Issue Date" means the date on which the digital currency is credited to the Participant's digital wallet.

"Buy Back Date" means the second, third or fifth anniversary of the Commencement Date. The only exception being if the Company, at its absolute discretion "Buys Back" the digital currency early in accordance with the terms of this Agreement.

"Recognised Investment Exchange" has the meaning ascribed to that term in section 285 of the Financial Services and Markets Act 2000.

"Register" means the kept register of Participants maintained by the Company.

"Registered Office" means the registered office of the Company from time to time.

## 1.2 In this Agreement unless contrary intention appears:

A) The singular includes the plural and vice versa and any gender includes the other gender

B) "Person" unless the context requires includes a natural person, a firm, partnership, a body corporate, an unincorporated association or body, a state or agency of state, trust or foundation (whether or not having a separate legal

C) a "natural person" unless the context otherwise requires shall mean a human being as opposed to a judicial person created by law;

"A Document" means that document as amended, replaced or novated.

"A Statute or other law" means that statute or other law as amended or replaced, whether before or after the date of this Agreement and includes regulations and other instruments made under it;

"A Clause" is a reference to a clause in this Agreement.

"A Month" means a calendar month

"Includes" where the words including or includes is used it is to be taken to be followed by the words: "but not limited to or but is not limited to, as the case requires"

Where a period of time is expressed to be calculated from or after a specified date, that day is included in the period.

A reference to "date of Buy Back" or "repayment" or "redeemed" or "repaid" means the date on which all the Participant's digital currency as well as any outstanding accrued returns are fully paid for.

Headings are inserted for convenience and do not affect the interpretation of this Agreement.

# The Agreement

## CONTINUED

### 2. Amount and Status of Universal Capital Coin (UCC)

2.1 The maximum aggregate amount of Universal Capital Coin (UCC) in this overall issue is limited to £50,000,000, subject to the terms of this agreement. This may be amended subject to Company Board approval to a maximum of £75,000,000.

2.2 There is no minimum aggregate principal amount of Universal Capital Coin (UCC) that may be issued.

2.3 The minimum amount of Universal Capital Coin (UCC) that may be issued to and registered in the name of a Participant shall be £9,000.

2.4 The maximum amount of Universal Capital Coin (UCC) that may be issued to and registered in the name of a single Participant shall be £1,800,000.

2.5 Universal Capital Coin (UCC) shall only be capable of being issued in multiples of £500 in nominal amounts.

2.6 The digital currency, Universal Capital Coin (UCC), shall when issued, be regarded and classified as a legal obligation on The Company, and will be regarded as such.

2.7 UCC shall not be issued or registered in the names of more than two Participants per application or to more than one digital wallet.

2.8 UCC shall not be capable of being transferred by the Participant or and shall not be capable of being dealt in or negotiated on any stock exchange or other recognised Capital Market in the United

Kingdom or elsewhere and no application has been or will be made to any Recognised Investment Exchange or otherwise for the listing of, or for permission to deal in, Universal Capital Coin (UCC).

### 3. Returns

3.1 Returns will be paid in accordance with the amount purchased and the “Lock In” period selected. returns accrued up to, but excluding, each Returns Calculation date shall be payable (less any tax if applicable which the Company is required by law to deduct from it) in arrears of equal instalments within 3 Business Days after each Returns Calculation Date (in accordance with clause 6.1(b).

3.2 Returns shall accrue from (and including) the Commencement Date. Returns shall accrue from day to day on the basis of a 365 day year (or in the case of a leap year a 366 day year, and the actual number of days elapsed during the relevant period up to but not including the relevant Returns Calculation Date or other date on which Returns are paid.

### 4. Returning Participant’s Capital

4.1 Universal Capital Coin (UCC), at the Participant’s request, shall be bought back by the Company once the Lock in period has expired. Note that the digital currency must also be deposited with the Company before we finalise the “Buy Back” and transfer funds.

4.2 Universal Capital Coin (UCC) will be bought back at par, Which means that the Participant will receive exactly the amount they originally paid in GBP (pounds sterling ) when they purchased the digital currency.

4.3 All of the Universal Capital Coin bought back by the Company pursuant to the terms of this Invitation and Agreement will belong to Genesis Private Equity Limited.

### 5. Pre-payment

5.1 In addition to clause 4, at any time subsequent to the 12 month anniversary of the Issue Date, the Company will be entitled to “Buy Back” any or all of the purchased Universal Capital Coin (UCC) held by any or all Participants. All returns owed up to the “Buy Back” date will be paid should this be done.

### 6. Payments

6.1 All payments made in respect of the Universal Capital Coin (UCC) by and on behalf of the Company shall be made:

- A) By bank transfer or cheque in favour of the Participant at the Participant’s risk, to the address or bank account notified to the Company for such purpose in writing from time to time within 3 Business Days after such payment becoming due and
- B) If applicable, in the case of any returns which are, subject to the prevailing withholding tax at the basic rate of income tax (currently 20 per cent) imposed in the United Kingdom by HM Revenue & Customs but otherwise free and clear of without the deduction for any other taxes, duties, assessments, or governmental charges of whatsoever nature imposed, levied, collected, withheld or assessed unless such withholding or deduction is required by

law. In that event the Company shall make such further withholding or deduction and shall, where required, account to the relevant tax authority for such withholding or deduction. For the avoidance of doubt in such circumstances, the Company shall not be required to increase or gross-up any payment of principal or interest made hereunder.

6.2 The Company, in this instance, will make available online to each relevant Participant, within 3 Business Days after the payment of returns in accordance with clause 3.1, a statement showing.

- A) The gross amount of the payment
- B) The amount deducted
- C) The actual amount paid; and
- D) The date on which the payment was made.

### Default Events

7.1 Notwithstanding Clause 4 and 5 and subject to clause 7.2, all Issued UCC shall become liable to “Buy Back” immediately, at the request of the Participant at par, together will all accrued but unpaid interest up to and including the date of Buy Back, on the happening of any of the following events (each a “Default Event”):

- A) Any default or event of default occurs in respect of any payment of returns and or any relevant lender in respect of that liability exercises any right arising as

# The Agreement

## CONTINUED

a result of such default or event of default to require early repayment of such Company Debt.

B) the Company fails to honour within 30 days of a due date any “Buy Back” request and/or any returns in respect of any digital currency held by the Participant (and where such or returns remain unpaid);

C) an order is made or an effective resolution passed for the winding up or liquidation of the Company (otherwise than for the purposes of or in the course of a solvent reorganisation, reconstruction or amalgamation; or

D) an encumbrancer has taken possession of or if a receiver, administrative receiver, liquidator, judicial factor or other similar officer is appointed to take possession of the whole or any material part of the property or undertaking of the Company and in any such case is not discharged or withdrawn or removed within 14 days of possession being taken or an appointment been made provided that at all times during such period the Company is contesting such possession or appointment in good faith and diligently; or

E) any administration order or any administration application has been made in respect of the Company; or

F) any procedure or step analogous to the events set out in Clause 7.1 is taken in any jurisdiction.

7.2 The Company will use reasonable endeavours to give notice to the

Participants of the occurrence of any Default Event within 10 Business Days upon becoming aware of the same. If any Participant shall waive in writing its right that the Company to “Buy Back” the Universal Capital Coin being held by the Participant, the digital currency held by the Participant shall remain as an outstanding obligation and will not have to be repaid as a result of that Default Event.

### 8. Non-Conversion

Neither the Universal Capital Coin (UCC) nor any accrued returns thereon (as applicable) shall be capable of conversion into shares or other securities in the Company.

### 9. Certificates

9.1 Any certificates will be in the form approved by the Company.

9.2 The Company will recognise the Participant entered in the Register as the absolute owner of the digital currency. The Company is not bound to take notice or see to the execution of any trust whether express, implied or constructive to which any digital currency may be subject.

9.3 If any of the Participant’s digital currency are due to be “Bought Back” under any of the provisions of this Agreement, the Participant shall deliver up to the Company (at its registered office or as the Company may direct, with proper written notice. The Company shall pay the relevant amount due to the Participant in GBP (pounds sterling) on receipt of the digital currency to the prescribed digital wallet address.

9.4 If any of the digital currency is due to be “Bought Back” under any of the provisions of this Agreement and, following a request by the Company, if any Participant fails to or refuses to deliver up the digital currency in a timely manner, the Company may set aside the relevant amount due to the Participant, pay it into a separate interest bearing bank account which shall be held by the Company on trust for the Participant. Such setting aside shall be deemed, for all purposes of these conditions to be a payment to the Participant and the Company shall therefore be discharged from all obligations in connection with such digital currency. If the Company shall place such amount on deposit at a bank, the Company shall not be responsible for the safe custody of such amount or for any interest accruing on such amount in such an account.

9.5 If any Certificate is lost, stolen or mutilated, defaced or destroyed, it may be replaced by the Company subject to all applicable laws, upon such indemnity and payment of expenses as the Directors may reasonably require.

### 10. Transfer

The Company’s obligations are not transferable or negotiable on the capital markets and no application is to be made for this digital currency to be admitted to listing or to trading on any major market. Accordingly, Participants will be required to hold the digital currency until the “Lock In” period has expired before it can be sold.

### 11. Transmission

11.1 Any person becoming entitled to UCC as a result of the death or bankruptcy of a Participant or of any other event giving rise to the transmission of the digital currency by operation of law may, upon producing such evidence as reasonably required by the Directors, be registered as the holder of the UCC.

A) In the case of death of a registered Participant the only person recognised by the Company as having title to the digital currency are the executors or otherwise, administrators of a deceased registered Participant or such other person or persons as the Directors of the Company may reasonably determine. They will be entitled to request “Buy Back” of the UCC at par after the “Lock In” period has expired.; and

B) The beneficiary of a deceased Participant who shall, subject to the Company having received an executed request for “Buy Back” (in a form reasonably acceptable to the Company) by the executor or personal representative of the deceased Participant, be entitled to require Buy Back of the UCC at par on the due date for Buy Back under the terms of this Agreement.

### 12. Register of Participants

12.1 The Company will at all times keep at its Registered Office, or at such other place as the Company may have appointed for the purpose a register showing:

# The Agreement

## CONTINUED

A) The nominal amount of UCC held by the Participant.

B) the Certificate number of each block of digital currency issued;

C) the date of Issue and all subsequent transmission of ownership.

D) the name and address of the Participant.

12.2 The Participant may at all reasonable times during office hours make a request for the Company to confirm that their details are entered in the Register.

12.3 Any change in the name or address on the part of the Participant must be notified to the Company and the Company will ensure that the Register is amended accordingly.

### 13. Warranties and Undertakings

13.1 The Company undertakes to the Participant that:

A) It will perform and observe the obligations imposed on it by this Agreement; and

B) UCC digital currency is issued subject to and with the benefit of the terms and conditions set out in this Agreement and are binding on the Company and the Participant and all persons claiming through or under them.

13.2 The Company warrants to the Participant on the date of this Agreement, and at all times while such Participant holds UCC digital currency that:

A) It has the power and authority to issue UCC and to exercise its rights and perform its obligations under this Agreement.

B) it has the power and authority to enter into this Agreement and exercise its rights and perform its obligations under this Agreement;

C) it has taken all necessary corporate, shareholder and other action to authorise the execution, delivery and performance of this Agreement; and

D) it has been duly incorporated or constituted and is validly subsisting and is in good standing under the laws of England and Wales.

### 14. Notice

14.1 Any notice or other communication to be given under this Agreement must be in writing and will be served by delivering it personally or sending it by pre-paid post or by email (to the Participant only) to the address or email address, as applicable, and for the attention of the relevant party notified by that party, and that notice will be deemed to have been received if delivered personally, at the time of delivery or in the case of pre-paid post, 48 hours after the date of posting. In the case of email, on the

Business Day following the day in which it was transmitted.

14.2 If deemed receipt occurs before 9am on a Business Day the notice is deemed to have been received at 9am on that day and if deemed receipt occurs after 5pm, the notice is deemed to have been received at 9am on the next Business Day.

14.3 The addresses of the parties for the purposes of this Agreement are set out in the Register from time to time, and in the case of email addresses as advised by the Participant from time to time, or such other addresses or email addresses may be notified in writing from time to time by the relevant party to the other party.

14.4 For the avoidance of doubt, only the Company is permitted to serve a valid notice on a Participant by email.

### 15. Costs and Expenses

The Company shall pay the costs, charges and expenses relating to the execution and implementation of this Agreement.

### 16. Third Party Rights

No party other than the Company and the Participants shall have any right to enforce any term of this Agreement under the Contract (Right of Third Parties Act 1999).

### 17. Rescinding This Agreement

Once this Agreement has been signed by both parties and the UCC has been deposited to the Participant's digital wallet this Agreement and the specified Lock In period is then in force. The Participant must ensure that the required payment is made in full and with cleared funds within 48 hours of the Issue Date. If for any reason The Company has not received these funds within the required timeframe this will automatically trigger a rescind action, which will then give rise to a penalty (currently £933). The Company will then be entitled to the return of any UCC sent to the Participant (at the Participant's expense) along with this penalty.

### 18. Governing Law and Jurisdiction

17.1 This Agreement and the issue of UCC digital currency is governed by and shall be construed in accordance with the laws of England and Wales.

17.2 Each party irrevocably submits to the exclusive jurisdiction of the courts of England and Wales as regards any claim, dispute or matter arising out of or in connection with this Agreement.

# Glossary, Definitions and References

## Glossary

**Agreement:** Between the Company and Participant as laid out on pages 20 - 23 of this Product Guide.

**Application:** An application to purchase Universal Capital Coin (UCC)

**Universal Capital Coin (UCC):** The Decentralized Finance digital currency to be issued by the Company pursuant to this Product Guide and the Agreement. Holding this currency will enable the holder to receive guaranteed returns.

**GPE or Genesis Private Equity Ltd:** a company incorporated in England and Wales with registered number 15781497 and Registered Office: 17 Hanover Square, Mayfair, London, W1S 1BN

**Annual Equivalent Rate:** Interest calculated on the assumption that any interest paid is combined with the original balance

**BoE:** Bank of England. The UK Central Bank.

**Blockchain:** A secure, digitally distributed, decentralized system in which a record of digital assets and records are maintained.

**CAGR:** The compound annual growth rate and is the mean of the annual growth rate of a return over a specified period of time longer than one year.

**COBS:** Conduct of Business Sourcebook.

**Company:** Universal Private Equity Ltd, a company incorporated in England and Wales with registration number 09407134 with its Registered Office at City Point, 1 Ropemaker street, London, EC2Y 9HT

**Cryptocurrency:** A digital currency in which transactions are verified and the records maintained by a decentralized system using cryptography, rather than by a centralized authority.

**Decentralized Finance (DeFi):** is a groundbreaking financial technology based on secure distributed ledgers similar to those used by cryptocurrencies. The system removes the control banks and other institutions have on money, financial products and financial services.

**Digital Currency:** Any means of payment that exists in a purely electronic form which is accounted for and transferred electronically usually using online technology.

**Directors or Board:** The Directors of the Company

**EBITDA profit:** Earnings Before Interest, Tax, Depreciation and Amortisation. Earnings is the gross margin less overhead.

**FCA:** Financial Conduct Authority. A financial regulatory body in the United Kingdom.

**Gross Interest:** The annual rate of return to be paid to purchasers of UCC before taxes or other charges are deducted.

**Gross Return:** The total return on an investment before taxes and/or other charges are deducted.

**Holder:** A registered holder of Universal Capital Coin (UCC).

**Product Guide:** Refers to this document which constitutes an invitation to participate in the acquisition of Universal Capital Coin (UCC). Holders of this digital currency will receive a guaranteed annual rate of return with the capital guaranteed. Along with exclusive access and preferential treatment with other products.

**Long Stop Date (Deadline End Date):** The final date by which valid applications to purchase UCC, together with payment, must be received by the Company. This date being 11:59 on 6<sup>th</sup> April 2026.

**Participant:** An Individual or Business or other Entity who purchases our digital currency and becomes a registered Holder of Universal Capital Coin (UCC).

**Principal:** Your initial purchase amount on which you will be earning returns.

**SMEs (Small and medium sized enterprises):** A business or company that has fewer than 250 employees.

**Subordination:** Within a hierarchy, placing in a lower rank or position for repayment claims.

**UCC:** See Universal Capital Coin

**Universal Capital Coin:** The Decentralized Finance digital currency to be issued by the Company pursuant to this Product Guide and the Agreement. Holding this currency will enable the holder to receive guaranteed rates of return.

# Thank You

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Thank you for your interest in our Genesis Private Equity Limited DeFi Product.

Remember, the participation application cut-off date or deadline end date is 11:59 pm on the

6<sup>th</sup> April 2026

Apply at:

[www.genesisprivateequity.co.uk](http://www.genesisprivateequity.co.uk)

## Key dates for application

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6<sup>th</sup>

Starting date 6<sup>th</sup>  
January 2026

6<sup>th</sup>

Cut off date: 5<sup>th</sup>  
April 2026 at  
11:59pm