



Black Pearl Group Limited

SHARE PURCHASE PLAN

OFFER DOCUMENT

7 October 2024

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

Apply online at <https://blackpearl.capitalraise.co.nz> by 5:00pm (New Zealand time) on 23 October 2024.

This Offer Document is prepared in reliance upon clause 19 of Schedule 1 of the Financial Markets Conduct Act 2013.

This Offer Document is an important document. You should read the entire document before deciding what action to take. If you have any doubt as to what you should do, please consult your broker, financial, investment or other professional advisor.

This Offer Document may not be distributed outside New Zealand.

General Information

This Offer Document has been prepared by Black Pearl Group Limited (**Blackpearl** or **BPG**) in connection with an offer of new shares in BPG under a share purchase plan.

The SPP is made under the exclusion in clause 19 of Schedule 1 of the Financial Markets Conduct Act 2013 (**FMCA**).

This Offer Document is not a product disclosure statement or other disclosure document for the purposes of the FMCA or any other law, has not been lodged with the Financial Markets Authority, and does not contain all of the information that an investor would find in a product disclosure statement or other disclosure document, or which may be required in order to make an informed investment decision about the SPP or Blackpearl.

All dollar amounts referenced in this Offer Document are in New Zealand dollars.

Additional information available under BPG's continuous disclosure obligations

Blackpearl is subject to continuous disclosure obligations under the NZX Listing Rules. You can find market releases by Blackpearl at www.nzx.com under the ticker code "BPG". This includes BPG's current investor presentation and most recent annual report.

Blackpearl may, during the period of the Offer, make additional releases through the NZX Market Announcement Platform. To the maximum extent permitted by law, no release by Blackpearl to the market via the NZX Market Announcement Platform will permit an applicant to withdraw any previously submitted application without Blackpearl's prior consent.

The market price of Shares may increase or decrease between the date of this Offer Document and the Allotment Date of the new Shares. Any changes in the market price of Shares will not affect the Application Price, and the market price of the new Shares following allotment may be higher or lower than the Application Price.

SPP Restrictions

This Offer Document does not constitute an offer, advertisement or invitation in any place in which, or to any person to whom, it would not be lawful to make such an offer or invitation.

The distribution of this Offer Document (including an electronic copy) outside New Zealand may be restricted by law. In particular, this Offer Document may not be distributed to any person outside of New Zealand.

If you come into possession of this Offer Document, you should observe any such restrictions. Any failure to comply with such restrictions may contravene applicable securities law. Blackpearl disclaims all liability to such persons.

Changes to the offer

Subject to the NZX Listing Rules, Blackpearl reserves the right to alter the dates set out in this Offer Document.

Additionally, Blackpearl reserves the right to withdraw all or any part of the SPP (either generally or in particular cases) and the issue of the new Shares at any time before the Allotment Date at its absolute discretion.

No guarantee

No guarantee is provided by any person in relation to the new Shares to be issued pursuant to the Offer. Nor is any warranty provided with regard to the future performance of Blackpearl or any return on any investments made pursuant to this Offer Document.

Decision to participate in the Offer

The information in this Offer Document does not constitute a recommendation to acquire or invest in Shares and nor does it amount to financial product advice. This Offer Document has been prepared without taking into account the particular needs or circumstances of any investor, including an investor's investment objectives, financial and/or tax position.

Privacy

Any personal information provided by Applicants via the online application form will be held by Blackpearl or the Registry at the addresses set out in the directory of this Offer Document.

Blackpearl and/or the Registry may store your personal information in electronic format, including in online storage or on a server or servers which may be located in New Zealand or overseas. The information will be used for the purposes of administering your investment in Blackpearl.

This information will only be disclosed to third parties with your consent or if otherwise required or permitted by applicable law. Under the New Zealand Privacy Act 2020 you have the right to access and correct any personal information held about you.

Enquiries

Enquiries about the SPP can be directed to your broker, financial, investment or other professional advisor. If you have any questions about the number of Shares that comprise your entitlements, or how to apply using the online form, please contact the Registry.

Defined terms and times

Capitalised terms used in this Offer Document have the specific meaning given to them in the Glossary of this Offer Document. References to times and dates are to times and dates in New Zealand (unless otherwise specified).

Dear Shareholders,

Black Pearl Group (**Blackpearl**) has now passed a significant SaaS milestone - \$10 million in annual recurring revenue (**ARR**) as at 30 September 2024.

However, in my opinion that wasn't the most important number to celebrate for Q2 FY25. What I was happiest to see was the increase in our average new ARR increasing by 48% from \$801k per month in Q1 FY25 to \$1.2m per month in Q2 FY25.

This velocity is important because it shows that our ramp to \$20 million ARR (targeted within 12-24 months) is well underway. We have been putting our BNZ growth facility to good use. More detail on Q2's success is available in our investor presentation which is available to view [here](#). We will release our usual quarterly update on 14 October 2024.

Since announcing the BNZ growth facility we have seen a significant improvement in liquidity coupled with improved (albeit volatile) share price performance. This increase in market capitalisation has afforded us the opportunity to explore securing growth capital through an equity issue. There are important reasons why the Board believes we should take this opportunity:

- We can introduce new institutional, family office and other sophisticated investors to our share register.
- We would have growth capital available to act on acquisition opportunities to further accelerate beyond just organic growth.
- We could invest to stay in lock-step with the artificial intelligence revolution. The opportunities for early adopters of this technology are incalculable in value.

Of course, the flip side to raising equity is dilution. As the Founder of BPG, who started with a 100% holding, I know how dilution feels better than most. This is about us all having a piece of a much bigger pie. This is about building significant long-term shareholder value. Of course, loyalty is everything and as such we are also offering existing shareholders the opportunity to participate in the raise via this share purchase plan.

So, there is much to celebrate. We are hitting our growth targets, increasing growth velocity and have secured high calibre investment support - all while there are 'challenging economic headwinds'. Then again Blackpearl has been born and raised in Wellington, we don't care about the wind.

Onwards to \$20 million ARR and beyond. Ad Astra.

Kind regards,

Nick Lissette

Chief Executive Officer, Executive Director

Purpose of the SPP

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Blackpearl is undertaking this capital raise to fund its rapid growth. The funds raised under this SPP will be used to:

- further grow Pearl Diver and its customer base in the US market through investment in product development, marketing and account management. Blackpearl plans to expand its staff base from a total of 37 to circa 45 people in the next six months to support anticipated customer growth;
- provide the balance sheet flexibility to potentially pursue small bolt-on product centric acquisitions which would be additive to the Pearl Diver platform and potentially assist with further annual revenue per user growth; and
- maintain a prudent cash buffer for balance sheet management and working capital purposes as the company transitions to profitability.

Our recent presentation is available on the NZX under the ticker code “BPG” and available to view [here](#) for further information.

WARNING

There is a risk to Eligible Shareholders that the market price for Shares may change between the Record Date, the date that you apply for Shares under this SPP and the Allotment Date. A change in market price during this period will not affect the Issue Price. The Issue Price may be greater or less than the market price of the Shares at the time of the allotment of New Shares to you.

If the market price of Shares falls below the Issue Price then an investor in this SPP may experience a fall in value of their New Shares after they are allotted. Alternatively, if the market price of Shares rises above the Issue Price then such investors may experience a capital gain from the New Shares after they are allotted.

How Eligible Shareholders can Participate in this SPP

Eligible Shareholders have the following options under this SPP under each of the subscription options:

- **Full Application:** Subscribe for NZ\$50,000 of Shares at an Issue Price that is the lower of the Placement Offer Price or 5-day VWAP on NZX during the last five days of the SPP period.
- **Specified Application:** Subscribe for any amount up to NZ\$50,000 of Shares that is the lower of the Placement Offer Price or 5-day VWAP on NZX during the last five days of the SPP period.
- **Minimum Application:** Subscribe for the minimum application amount of NZ\$500.
- **No Application:** Do nothing and your ability to apply for Shares under this SPP will lapse. Please note that your shareholding will be diluted as a consequence.

1.6 million Shares are available under this SPP. If Applications exceed the Shares available under this SPP, Applications will be scaled back. Further information on the scaling provisions can be found in the Terms and Conditions of this Offer Document.

SPP TIMETABLE

Event	Date
Record Date	Friday 4 October 2024 (5pm)
SPP opens and Offer Document sent to Eligible Shareholders and NZX	Monday 7 October 2024
Closing Date for SPP	Wednesday 23 October 2024 (5pm)
Settlement and allotment of Shares under the SPP	Thursday 31 October 2024
Holding statements sent to Applicants	Within five business days of 31 October 2024

TERMS AND CONDITIONS

Capitalised terms have the meaning attributed to them in the Glossary at the end of this Offer Document.

1. Eligible Shareholders

- 1.1 You may participate in this SPP only if you are an Eligible Shareholder. An Eligible Shareholder is a person who, at 5.00pm on the Record Date, was recorded in Blackpearl's share register as being a registered holder of Shares and is resident in New Zealand.
- 1.2 Joint holders of Shares are taken to be a single registered holder of Shares for the purposes of determining whether they are an Eligible Shareholder and the certification on the Application Form is taken to have been given by all of them.
- 1.3 If you are an Eligible Shareholder, your right to participate in this SPP is personal to you and non-renounceable.

2. Issue Price and Shares

- 2.1 The Issue Price for Shares under this SPP is the lower of the Placement Offer Price or 5-day VWAP on NZX during the last five days of the SPP period.
- 2.2 If you are an Eligible Shareholder you have the options available to participate or not participate in this SPP as are outlined on page 3 of this Offer Booklet (under the heading "How Eligible Shareholders can Participate in this SPP").
- 2.3 Any fractional Shares allocated under the SPP will be rounded down to the nearest whole number of Shares.
- 2.4 Blackpearl has limited the number of Shares available under this SPP to 1.6 million Shares, having an aggregate value of \$2,000,000 at the Allotment Date.
- 2.5 Any Shares issued are issued in accordance with NZX Listing Rule 4.3.1(c).

3. Scaling

- 3.1 Without limiting Blackpearl's absolute discretion, if there are insufficient Shares available to satisfy all Eligible Shareholder applications, Eligible Shareholders will be scaled back by reference to each Eligible Shareholder's shareholding in Blackpearl on the Record Date.
- 3.2 If the calculation above produces a fractional number, the number of Shares you will be allotted will be rounded down to the nearest whole number of Shares. If a scale back is applied, application monies received may be greater than the value of the Shares actually allotted. The difference between the value of the Shares allotted and application monies received will be refunded to applicants within 10 Business Days of the Closing Date. No interest will be paid on refunded monies.

4. Custodian

4.1 Any Applicant that:

- (a) is a trustee corporation or a nominee company and holds Shares in Blackpearl by reason only of acting for another person in the ordinary course of business of that trustee corporation or nominee company; or
- (b) holds Shares in Blackpearl by reason only of being a bare trustee of a trust to which the Shares are subject,

is a custodian (**Custodian**) under this SPP.

4.2 Custodians may apply to purchase more than \$50,000 of Shares under this SPP but only up to the total value of Shares applied for by each beneficial owner for which the Custodian acts as a Custodian. Custodians may confirm to the Registry that they are holding Shares as a Custodian for beneficial owners by providing the written certification to the Registry described in clause 4.3 below. Each beneficial owner may direct the Custodian to apply on behalf of that beneficial owner for one of the parcels described in this Offer Document.

4.3 If a Custodian applies to purchase Shares on behalf of a beneficial owner, the Custodian must certify to the Registry in writing together with the application:

- (a) that the Custodian holds Shares directly or indirectly as a Custodian for beneficial owners;
- (b) the number of those beneficial owners;
- (c) in respect of each of the beneficial owners, how many Shares the beneficial owner or the beneficial owner's agent has instructed the Custodian to accept on behalf of that beneficial owner; and
- (d) that the beneficial owner on whose behalf the Custodian is submitting an application is not making an application themselves as an Eligible Shareholder for Shares under this SPP, and no other Custodian is submitting an application under the SPP for that beneficial owner.

5. Completing the Application Form and Paying for Shares

5.1 If you wish to participate in this SPP, we encourage you to apply online at <https://blackpearl.capitalraise.co.nz>, complete an online Application Form, and provide the correct payment in accordance with the instructions on the Application Form. You must lodge your application (together with payment) directly with the Registry.

- 5.2 Alternatively, a physical application form can be requested from Blackpearl's share registry, MUFG Corporate Markets (formerly known as Link Market Services), at applications@linkmarketservices.co.nz.
- 5.3 Applicants should make payment for the exact dollar amount applied for.
- 5.4 To be valid, applications must be received by the Registry by 5.00pm on the Closing Date, Wednesday 23 October 2024. Application Forms received after that date will be accepted only at Blackpearl's discretion.
- 5.5 Subject to applicable law or regulation the Board of Blackpearl may, at its sole discretion, extend or bring forward the Closing Date. Any such change will be communicated to shareholders through Blackpearl making a market announcement to NZX.

6. Blackpearl's Discretion to Accept or Reject Applications

- 6.1 Blackpearl has discretion to accept or reject your application to purchase Shares under this SPP, including (without limitation) if:
- (a) your Application Form is incorrectly completed, incomplete or otherwise determined by Blackpearl to be invalid;
 - (b) your application to purchase Shares is below the minimum application amount of NZ\$500;
 - (c) the application monies received is not for the exact amount of the parcel that you have selected on the Application Form;
 - (d) your Application Form is received after the Closing Date. While Blackpearl has discretion to accept late Application Forms and payment, there is no assurance that it will do so; or
 - (e) Blackpearl considers that your application does not comply with these Terms and Conditions.
- 6.2 Where Blackpearl rejects an application under these Terms and Conditions, any application monies received in respect of the rejected application will be refunded to the affected applicants within 10 Business Days of the Closing Date. No interest will be paid on any such refunded monies.

7. Significance of Sending in an Application

- 7.1 If you apply to participate in the SPP by completing and returning the Application Form:
- (a) your application, on these Terms and Conditions, will be irrevocable and unconditional (i.e. cannot be withdrawn);
 - (b) you acknowledge that applications from Eligible Shareholders only will be accepted;
 - (c) you agree to be bound by the constitution of Blackpearl;
 - (d) you authorise Blackpearl (and its officers or agents) to correct any error in, or omission from, your Application Form (and, if applicable, your Custodian Certificate) and to complete the Application Form (and, if applicable, the Custodian Certificate) by the insertion of any missing details;

- (e) you acknowledge that Blackpearl may at any time irrevocably determine that your Application Form (and, if applicable, your Custodian Certificate) is valid, in accordance with these Terms and Conditions, even if the Application Form (or, as applicable, your Custodian Certificate) is incomplete, contains errors or is otherwise defective;
- (f) you acknowledge that none of Blackpearl, its advisers or agents has provided you with investment advice or financial product advice, and that none of them has an obligation to provide advice concerning your decision to apply for and purchase Shares under this Offer;
- (g) you acknowledge the risk that the market price for the Shares may change between the Record Date, the date that you apply for Shares under this SPP and the Allotment Date. A change in market price during this period will not affect the Issue Price but may affect the value of the Shares you receive under this Offer;
- (h) you acknowledge that Blackpearl is not liable for any exercise of its discretions referred to in these Terms and Conditions;
- (i) you irrevocably and unconditionally agree to these Terms and Conditions and agree not to do any act or thing which would be contrary to the spirit, intention or purpose of this Offer; and
- (j) you represent that you reside in New Zealand, and you are not acting for the account or benefit of a person outside of New Zealand in respect of this Offer.

7.2 If a Custodian applies to purchase Shares under this SPP for a beneficial owner pursuant to clause 4, the matters referred to in clause 7.1 will be taken to be given by each beneficial owner on whose behalf the Custodian is applying to purchase Shares, and the Custodian also certifies each of the matters set out in the Custodian Certificate.

8. The Shares

8.1 The Shares issued under this SPP will rank equally with each other and will have the same voting rights, dividend rights and other entitlements as existing fully paid Shares in Blackpearl quoted on the NZX Main Board.

9. Financial Statements

9.1 You may obtain free of charge the most recent annual report and financial statements of Blackpearl by contacting Blackpearl (see the Company Directory for details), or you may download these reports from the Blackpearl website at <https://www.blackpearl.com/investor-centre/>

10. Amendments to the SPP and Waiver of Compliance

10.1 Notwithstanding any other term or condition of this SPP and/or the Application Form, Blackpearl may, at its discretion:

- (a) make non-material modifications to this SPP or these Terms and Conditions (in which applications for Shares under this SPP will remain binding on the applicant notwithstanding such modification and irrespective of whether an Application Form was received by the Registry before or after such modification is made); and/or
- (b) suspend or terminate this SPP at any time prior to the allotment of the Shares under this SPP. If this SPP is terminated, application monies will be refunded to applicants

within 10 Business Days of the SPP being withdrawn. No interest will be paid on refunded monies.

10.2 Subject to law and the NZX Listing Rules, Blackpearl reserves the right to waive compliance with any provision of these Terms and Conditions. If Blackpearl waives compliance with any provision of these Terms and Conditions, such waiver will apply to all Eligible Shareholders.

11. Governing Law

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

12. Dispute Resolution

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

13. Inconsistency

13.1 Unless otherwise determined by the Directors, in the event of any inconsistency between these Terms and Conditions and Blackpearl's constitution, Blackpearl's constitution shall prevail.

GLOSSARY

Allotment Date	31 October 2024.
Applicant	An investor whose application for Shares (and payment of the corresponding Issue Price) has been received by the Registry prior to the Closing Date.
Application Form	The online application form relating to this SPP for the application for Shares in accordance with the Terms and Conditions.
Blackpearl or BPG	Black Pearl Group Limited (New Zealand Company Number: 4064918).
Board	The board of directors of Blackpearl.
Business Day	Has the meaning given to it in the NZX Listing Rules.
Closing Date	5pm on Wednesday 23 October 2024.
Custodian	See clause 4.1 of the Terms and Conditions for the definition of “Custodian”.
Custodian Certificate	The certificate that must be submitted by an Applicant that is a Custodian together with that Applicant’s Application Form (available on request from the Registry).
Directors	The directors of Blackpearl.
Eligible Shareholder	A person who, at 5.00pm on the Record Date, was recorded in Blackpearl’s share register as being a registered holder of Shares and is resident in New Zealand.
FMCA	Financial Markets Conduct Act 2013.
Issue Price	The price at which the Shares will be issued pursuant to this SPP being the lower of the Placement Offer Price or 5-day VWAP on NZX during the last five days of the SPP period.
NZX	NZX Limited.
NZX Listing Rules	The listing rules of the NZX dated 24 July 2024 (as updated or amended from time to time).
Offer Document	This document containing the SPP to Eligible Shareholders.
Opening Date	Monday 7 October 2024.
Placement Offer Price	\$1.25.
Record Date	5pm on Friday 4 October 2024.
Registry	Blackpearl’s share registry, MUFG Corporate Markets.
Shares	Ordinary shares of Blackpearl which are, or once allotted under this SPP will be, quoted on NZX Main Board under the code “BPG”.
SPP	Share Purchase Plan offer to Applicants at the Issue Price.
Terms and Conditions	The terms and conditions of the SPP in this Offer Document
VWAP	Volume weighted average price.

COMPANY DIRECTORY

Black Pearl Group Limited

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Telephone: +64 4 803 9390
Email: hello@blackpearl.com
Website: <https://www.blackpearl.com/investor-centre/>
SPP Offer website: <https://blackpearl.capitalraise.co.nz>

Share Registrar

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