

## Key Investment Information Sheet – Active Cues B.V. – 3 May 2024 (TRANSLATION OF DUTCH VERSION – DUTCH VERSION IS LEADING IN CASE OF A DISPUTE)

This crowdfunding offer has not been verified or approved by the Netherlands Authority for the Financial Markets (AFM) or the European Securities and Markets Authority (ESMA).

The appropriateness of your experience and knowledge have not necessarily been assessed before you were granted access to this investment.

By making this investment, you assume full risk of taking this investment, including the risk of partial or entire loss of the money invested.

### **Risk Warning**

Investment in this crowdfunding project entails risks, including the risk of partial or entire loss of the money invested. Your investment is not covered by the deposit guarantee schemes established in accordance with Directive 2014/49/EU of the European Parliament and of the Council (1). Nor is your investment covered by the investor compensation schemes established in accordance with Directive 97/9/EC of the European Parliament and of the Council (2).

You may not receive any return on your investment. This is not a savings product and we advise you not to invest more than 10 % of your net worth in crowdfunding projects. You may not be able to sell the investment instruments when you wish. If you are able to sell them, you may nonetheless incur losses.

(1) Directive 2014/49/EU of the European Parliament and of the Council of 16 April 2014 on deposit guarantee schemes (OJ L 173, 12.6.2014, p. 149).

(2) Directive 97/9/EC of the European Parliament and of the Council of 3 March 1997 on investor-compensation schemes (OJ L 84, 26.3.1997, p. 22).

### **Pre-contractual reflection period for non-sophisticated investors**

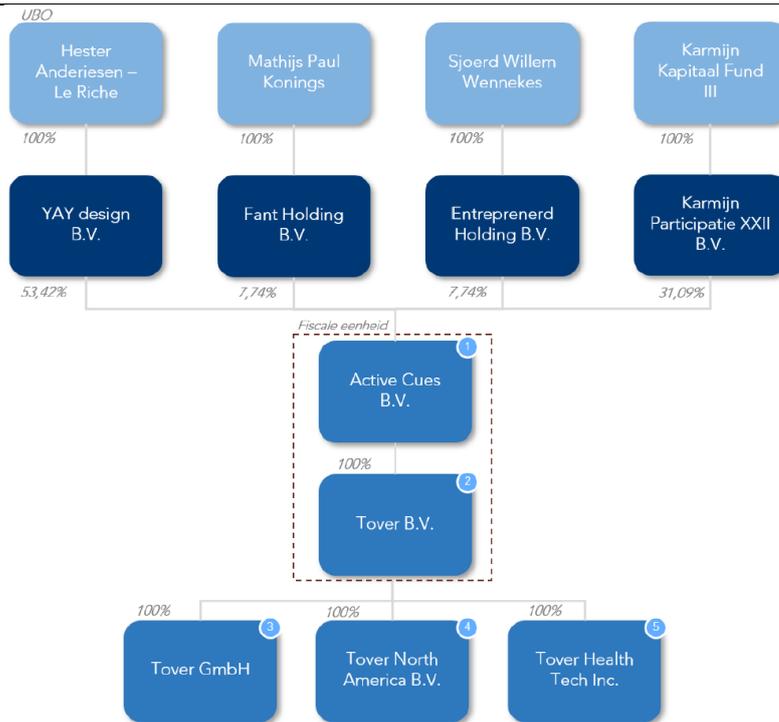
Non-sophisticated investors benefit from a reflection period during which they can, at any time, revoke their offer to invest or expression of interest in the crowdfunding offer without giving a reason and without incurring a penalty. The reflection period starts at the moment the prospective non-sophisticated investor makes an offer to invest or signals its expression of interest and expires after four calendar days therefrom. During that period, the registration via the NPEX website (including the chat function included there) can be withdrawn without giving reasons and without suffering any disadvantage.

### Overview of the crowdfunding offer

<b>Offer identifier</b>	724500EFRA0V2NR6E86903300573
<b>Project owner and project name</b>	Active Cues B.V. – Offering of Bonds
<b>Type of offer and type of instrument</b>	Bond offer in the Netherlands
<b>Target amount</b>	€ 2,000,000
<b>Deadline</b>	You can buy bonds until May 28, 2024, 5:00 p.m.

### Part A: Information about the project owner and the crowdfunding project

(a)	<b>Project owner and crowdfunding project</b>  <b>Identity:</b> Active Cues B.V., based in the Netherlands and registered under number 62573764 with the Chamber of Commerce. <b>Legal form:</b> Private Limited Liability Company <b>Contact details:</b> website: <a href="http://www.tover.care/nl">www.tover.care/nl</a> , address: Hamburgerstraat 28A in (3512 NS) Utrecht, e-mail: <a href="mailto:info@tover.care">info@tover.care</a> , telephone number: +31 (0)85 303 5683. <b>Property:</b>
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**Board:** Hester Anderiesen-Le Riche (through her personal holding company YAY design B.V.) and Mathijs Paul Konings are the directors of Active Cues. These are all the people from the management team:

- Hester Anderiesen-Le Riche is founder/shareholder and CEO
- Mathijs Paul Konings is founder/shareholder and COO (Head of Hardware & Operations)
- Bob Bennink is CFO (Head of Finance & Staff)
- Rajiv Krijnen is Head of Software
- Annelies Bommeljé is Head of Marketing
- Peter Le Riche is Head of Sales

(b) **Responsibility for the information provided in this key investment information sheet**

The Project Owner declares that, to the best of its knowledge, no information has been omitted whose inclusion in this document could alter its scope and that no materially misleading or inaccurate information has been provided. The project owner is responsible for preparing this essential investment information sheet.

Project owner: Active Cues B.V., with its registered office in Amsterdam.

(c) **Main activities of the project owner**

We are a supplier to the Dutch and international manufacturing industry. We offer a product range consisting of two physical/hardware products: the Tovertafel and the Tovertafel Pixie (different types of projectors), and a software product – the games – offered in subscription form.

(d) **Hyperlink to the project owner's most recent financial statements**

<https://www.npex.nl/effectenbeurs/tover/documenten>

(e) **Key annual financial figures and percentages of the project owner for the last three years**

€ (rounded)	2023	2022	2021
Turnover	6.994.871	10.128.415	7.279.033
Annual Net Profit	(3.918.682)	(2.970.366)	(1.728.406)
Total Assets	6.523.165	10.608.725	7.150.309
Gross margin	49%	45%	52%
Operating Profit Margin	(58%)	(32%)	(23%)
Net Profit margin	(56%)	(29%)	(24%)
Net debt	879.963	1.536.544	2.693.873
Debt-to-equity ratio	(2,1)	0,6	(8,6)
Quick ratio	0,8	3,1	1,1
Debt service cover ratio	(3,9)	(27)	0,6

	<b>EBITDA</b>	(4.022.914)	(3.250.914)	(1.648.786)
	<b>Return on equity</b>	3,1	(1,1)	17,0
	<b>Ratio of intangible fixed assets to total assets</b>	0,5	0.2	0,1
(f)	<p><b>Description of the crowdfunding project, including its purpose and main features.</b>  We want to borrow a maximum of € 2,000,000 from investors. We want to borrow at least €500,000 from investors.</p> <p>We want to use the money from the bonds for inventory financing and general financing of working capital and product development.</p>			

#### Part B: Main features of the crowdfunding process and conditions for borrowing funds

(a)	<b>At least one crowdfunding offer intended to borrow money: € 2,000,000.</b>
(b)	<b>Deadline for reaching the money to be borrowed: May 28, 2024.</b> This is the registration deadline, unless we change this date.
(c)	<p><b>Information about the consequences if the intended money to be borrowed is not borrowed in time</b>  We can stop the offer of the bonds. We can do this, for example, if we have not received enough registrations. Do we stop the offer? Then we will put a message on the NPEX website. NPEX will also send you an e-mail if you have already registered. Have you already paid to the NPEX Depository Foundation? Then you will get your money back within 5 working days after this email. Stichting NPEX Depository will transfer the money to the bank account you used to pay. In that case, you will not be paid any interest.</p>
(d)	<b>The maximum amount of the current offer: €2,000,000</b>
(e)	<b>Amount of own funds allocated by the project owner for the crowdfunding project:</b> this is not applicable.
(f)	<b>Change in the composition of the project owner's loans in connection with the crowdfunding offer:</b> this is not applicable.

#### Part C: Risk factors

<p><b>Description of the main risks</b></p> <p>The risks that we consider to be material at this time for the purpose of deciding on this bond offering are briefly described below. You will find a more detailed description in the information memorandum.</p> <p><i>Risks associated with our financial situation</i></p> <ul style="list-style-type: none"> <li>• We have negative equity</li> <li>• We don't pay because we're going bankrupt</li> <li>• Tax rules may change unfavourably</li> </ul> <p><i>Risks associated with our activities</i></p> <ul style="list-style-type: none"> <li>• Dependency on a limited number of customers</li> <li>• Concurrentierisic</li> <li>• We are dependent on a few suppliers</li> <li>• Changes in the allocation of subsidies for end customers</li> <li>• Product risk</li> <li>• Currency risk</li> <li>• Risk of hacks or ransomware</li> <li>• Covid-19 and other contingencies</li> </ul> <p><i>Risks associated with subordinated bonds</i></p> <ul style="list-style-type: none"> <li>• The bonds are subordinated</li> <li>• No one wants to buy your bonds</li> <li>• The price of your bond may rise or fall</li> <li>• Risk of early repayment</li> <li>• You are not allowed to vote in our shareholders' meeting</li> <li>• You will not receive a profit distribution</li> </ul> <p><i>Risks associated with working with NPEX</i></p> <ul style="list-style-type: none"> <li>• You can't transfer your bonds to another account</li> <li>• Risk if the collaboration with NPEX ends</li> <li>• Risk when NPEX's platform stops</li> </ul>
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*Risks associated with the Stichting Obligatiehoudersbelangen*

- The Stichting Obligatiehoudersbelangen acts in the common interest of the investors

**Part D: Information on the offer of securities and authorised instruments for crowdfunding purposes**

(a)	<b>Total number and type of securities to be offered</b> We offer subordinated bonds. The nominal value per bond is €100 on the date of issue. 20,000 bonds are offered. The maturity of the bonds is 5 years.
(b)	<b>Subscription price:</b> The price of 1 bond is €100. You can buy a minimum of 5 bonds.
(c)	<b>Oversubscriptions will not be accepted.</b>
(d)	<b>Conditions of registration and payment</b> To be able to buy bonds, you need to do 2 things:  You register via the NPEX website. Have you submitted your registration and do you qualify as a non-experienced investor? Then you can withdraw your registration via the NPEX website or by sending an email to <a href="mailto:info@npex.nl">info@npex.nl</a> without giving reasons and without experiencing any disadvantage during the cooling-off period of 4 calendar days after the day on which you sent your registration. NPEX will pass on your order to us.  NPEX must receive your registration no later than the end of the registration date. Then the period to subscribe to these bonds ends. We can change this date. This allows us to choose an earlier date. We can do that, for example, if we have enough subscriptions to sell all the bonds. We can also choose a later date. We can do this if we do not have enough registrations by the registration date. We can then choose to issue part of the bonds that have been subscribed for. We will then issue the bond in instalments and extend the subscription date by one month.  You pay the amount you want to buy bonds for. You can do this by transferring the entire amount (including registration fees) to the bank account of Stichting NPEX Depository. The bank account number of Stichting NPEX Depository is NL59 INGB 0661 4576 72. Stichting NPEX Depository pays us. You must pay no later than the end of the registration date. The sooner you pay, the more likely you are to get bonds. We will explain this in more detail below, after the timetable.  We use the following timetable:  <b>May 28, 2024 at 5:00 p.m.:</b> The registration period ends. At that time, NPEX must have received the registration and Stichting NPEX Depository must have received the payment from you. We also announce on the NPEX website how many registrations we have accepted.  <b>4 June 2024 – the issue date:</b> we will issue the bonds. If you want, you can sell the bonds from now on. <b>Please note:</b> do we extend the subscription period and issue bonds in advance? In that case, you can only sell those bonds once the subscription has stopped and the other bonds (if any) have been issued.
(e)	<b>Custody and delivery of bonds to investors</b> The Bonds will be issued and delivered on June 4, 2024, or such other date as we so decide. The bonds will be withdrawn and stored in a giro deposit at Nederlands Centraal Instituut voor Giraal Effectenverkeer B.V., located at Herengracht 459-469 in (1017 BS) Amsterdam. NPEX is an intermediary in this. NPEX manages a collective deposit with all bonds. NPEX's records show how many bonds each investor has.  You pay a fee to hold the bonds in the investment account with NPEX. These are service charges. It is 0.05% of the amount you lend. Will you lend us € 500? Then you pay € 0.25 to NPEX. You pay these costs every month as long as you have the bonds in the investment account with NPEX.  NPEX B.V., World Trade Center The Hague, Tower E, 7th floor, Prinses Margrietplantsoen 44, 2595 BR, The Hague, e-mail: <a href="mailto:info@npex.nl">info@npex.nl</a> , telephone number: 070 385 1530. NPEX is registered in the trade register of the Chamber of Commerce in Amsterdam. The number is 27317234.
(f)	<b>Information on guarantees or collateral guaranteeing the investment</b>  <b>Bail</b> The shareholders of Active Cues B.V. provide a surety bond and are liable as guarantors for the fulfilment of our obligations. The bail is for a maximum amount of € 500,000 in total. This maximum amount is spread over the guarantors in different maximum amounts.  <b>Bank guarantee</b> For the fulfilment of the obligations under the surety by Hester Anderiesen – Le Riche, J. Safra Sarasin will provide a bank guarantee. Payment under the bank guarantee will take place if (i) Hester Anderiesen – Le Riche fails to meet its obligations under the surety bond and (ii) Active Cues B.V. has been declared bankrupt.  <b>Joint and several debtor</b> Tover B.V. (the subsidiary of Active Cues B.V.) is jointly and severally liable for the bond loan. This means that Tover B.V. will have to pay if we don't.

(g)	<p><b>Information Regarding a Placement Bond</b> There is no placement guarantee for the offer of the bonds.</p>
(h)	<p><b>Information on the interest rate and maturity date</b></p> <p><b>Nominal interest rate:</b> 10.2% per annum. For 1 bond, we pay € 10.20 in interest every year. This means that you will receive € 0.85 in interest per whole month for each bond. We pay the interest every month.</p> <p><b>Date from which interest is due:</b> The interest starts from the day you lend money to us and get the bonds. We will issue the bonds on 4 June 2024, unless this date is adjusted.</p> <p><b>Maturity dates for interest payments:</b> Investors who own the bonds on the reference date before the opening of trading are entitled to the monthly interest payment. We pay the interest to NPEX every month no later than the day before the reference date. The reference date is the day of the month on which the first issue of the bonds took place. The bonds become interest-bearing on the day you get the bonds. You are entitled to interest for the first time one month after you receive the bonds. After that, you are entitled to interest every month until the loan is repaid in full. The last monthly interest payment is made at the same time as the loan is repaid.</p> <p><b>Maturity date (including including interim refunds):</b> The end date is June 4, 2029. The bonds can be repaid sooner.</p> <p><b>Applicable return:</b> In the first year, the effective (nominal) return is 8.60% on an annualized basis. It concerns the annual interest rate of 10.20% minus the issuance costs of 1% and 0.6% of ongoing costs. In the following years, this return is 9.60% on an annual basis. It concerns the annual interest rate of 10.20% minus 0.6% in ongoing costs.</p>

**Part E: Special Purpose Vehicle (SPV) Information: This does not apply**

**Part F: Investors' rights**

(a)	<p><b>Main rights attached to the bonds</b></p> <p><b>Interest:</b> <i>bondholders are entitled to 10.20% interest on an annual basis.</i></p> <p><b>Redemption:</b> <i>Bondholders are entitled to a refund of the amount deposited at the end of the term, on June 4, 2029.</i></p> <p><b>Voting rights:</b> Every year, the Bondholders' Interests Foundation will organise a meeting for investors. In the meeting, Stichting Obligatiehoudersbelangen gives or we provide information about how we are doing. Important decisions can also be made. Bondholders are allowed to speak (speak) at a meeting and vote if it is on the agenda.</p> <p><b>Right of access to information:</b></p> <ol style="list-style-type: none"> <li>1. consolidated annual accounts within 6 months of the end of the financial year (no later than 30 June)</li> <li>2. Twice a year a half-yearly report (no later than 28 February and 31 August). In this half-year report, we will include a balance sheet and profit and loss account (as at 30 June and 31 December respectively).</li> <li>3. a message if something important happens to us.</li> </ol> <p><b>Early repayment:</b> in certain cases, which are included in the trust deed (annex to the information memorandum), the bonds are due early. Only the Foundation for Bondholders' Interests can do this, on behalf of the joint bondholders.</p>
(b) and (c)	<p><b>Restrictions to which the Bonds are subject and restrictions on the transfer of the Bonds</b></p> <p>The bonds can only be transferred through NPEX's trading platform.</p>
(d)	<p><b>Opportunities for the investor to exit the investment</b></p> <p>Have you submitted your registration? Then you can withdraw your registration via the NPEX website (including the chat function included there) without giving reasons and without any disadvantage during the cooling-off period of 4 calendar days after the day on which you sent your registration. NPEX will pass on your order to us.</p>

**Part G: Disclosures related to loans: This does not apply**

**Part H: Fees, Information and Redress**

(a)	<p><b>Fees and charges borne by the investor in relation to the investment (including administrative costs arising from the sale of bonds)</b></p> <p>The amounts in euros and percentages are calculated for a hypothetical investment of €10,000 and on an annual basis.</p>
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Fees, charges and other charges		in €	As a percentage of the total investment amount	Examples (non-exhaustive)
One-off	Registration fee (emission fee)	€100	1%	The costs paid by the investor in the event of Subscribing to the bonds. This costs consist of registration fees from NPEX.
	Exit fees	€0	0%	
Continuous		From €60	0,6%	The costs that the investor pays to NPEX to hold the bonds in the investment account. These are service charges.
Incidental	Performance fees/accrued interest	€0	0%	
	Other incidental fees	€0	0%	
(b)	<p><b>Where and how additional information about the crowdfunding project and the project owner can be obtained free of charge</b>  On <a href="http://www.npex.nl">www.npex.nl</a> is the information memorandum dated 3 May 2024 with more information about this bond offering and about Active Cues B.V.</p>			
(c)	<p><b>How and to whom the investor can lodge a complaint about the investment or about the conduct of the project owner or the crowdfunding service provider</b>  You can send us an e-mail: <a href="mailto:info@tover.care">info@tover.care</a>. You can also send a letter to:</p> <p>Active Cues B.V.  Hamburgerstraat 28 A  3512NS Utrecht</p> <p>Can't come to an agreement with us? In that case, the court in Amsterdam has jurisdiction to hear the dispute.</p> <p>Complaints about NPEX can be submitted via the complaint form. The procedure to be followed is described in the complaints procedure. The complaint form and the complaints procedure are available on the NPEX website (<a href="http://www.npex.nl">www.npex.nl</a>).</p>			