

HARMONY ENERGY INCOME TRUST PLC
(THE “COMPANY”)

ADDITIONAL INFORMATION ANNEX

This section contains specific information aimed at professional investors domiciled in the UK.

The Company is an externally managed alternative investment fund and has appointed JTC Global AIFM Solutions Limited as its AIFM. The table 1 sets out the information required to be disclosed to UK investors in accordance with Article 23 of the EU AIFM Directive, as it forms part of UK law by virtue of the European Union (Withdrawal) Act 2018.

This document should be read together with the Company’s prospectus dated 15 October, 2021 (the “Prospectus”). Other than as defined in this document, or as the context requires, any defined terms and phrases used in this document will have the same meaning as given in the Prospectus.

DISCLOSURE REQUIREMENT	DISCLOSURE OR LOCATION OF RELEVANT DISCLOSURE
Investment strategy and objective of the AIF	Information on the investment strategy and objectives of the Company are outlined in numbered sections 2 and 3 of Part 1 of the Prospectus.
Master fund domicile, if relevant	Not applicable.
If the AIF is a fund of funds, the domicile of investee funds	Not applicable.
The type of assets in which the AIF may invest	The types of assets in which the Company may invest are outlined in section 3 of Part 1 of the Company’s Prospectus.
Investment techniques that may be employed by the AIF and all associated risks	A description of the investment techniques used by the company are described in paragraphs 2 and 3 of Part 1 and section 5 of Part 4 of the Prospectus. The section entitled “Risk Factors” (pages 10 to 32 inclusive) of the Prospectus provides an overview of the risks.
Investment restrictions	The investment restrictions applicable to the Company are set out in section 3 of Part 1 of the Prospectus under the heading “Investment Restrictions”.
Circumstances in which the AIF may use leverage	A description is provided under the heading “Borrowing Policy” on page 51 of the Prospectus.
The types and sources of leverage permitted and the associated risks	The description of the type and source of leverage restrictions are under the heading “Borrowing Policy” on page 51. The risks associated with leverage are disclosed on page 13 under “Borrowing risk” in the “Risk Factors” section of the Prospectus.
Any restrictions on the use of leverage and the maximum level of leverage which the AIFM is entitled to employ on behalf of the AIF	The company has set a maximum leverage limit of 49 per cent. of the Company’s net asset value at the time of drawdown. Leverage related risks are described on page 13 under “Borrowing risk” in the “Risk Factors” section of the Prospectus.

Any collateral and asset reuse arrangements	The circumstances in which collateral may be posted in favour of counterparties are disclosed and described under the heading “Borrowing Policy” on page 51 of the Prospectus.
Procedures by which the AIF may change its investment strategy or investment policy, or both	The procedures to change the investment strategy or policy are provided under the heading “Changes to and Compliance with the Investment Policy” on page 51 of the Prospectus.
The main implications of the contractual relationship entered into for the purpose of investment, including information on jurisdiction, the applicable law and the existence or absence of any legal instruments providing for the recognition and enforcement of judgements in the territory where the Company is established	<p>The Company is a public company limited by shares, incorporated in England and Wales. While investors acquire an interest in the Company on subscribing for or purchasing Shares, the Company is the sole legal and/or beneficial owner of its investments.</p> <p>Consequently, shareholders have no direct legal or beneficial interest in those investments. The liability of shareholders for the debts and other obligations of the Company is limited to the amount unpaid, if any, on the shares held by them.</p> <p>Shareholders' rights in respect of their investment in the Company are governed by the Articles and the Companies Act. Under English law, the following types of claims may in certain circumstances be brought against a company by its shareholders: contractual claims under its articles of association, claims in misrepresentation in respect of statements made in its prospectus and other marketing documents, unfair prejudice claims and derivative actions. In the event that a shareholder considers that it may have a claim against the Company in connection with such investment in the Company, such shareholder should consult its own legal advisers.</p> <p>Jurisdiction and applicable law</p> <p>As noted above, shareholders' rights are governed principally by the Articles and the Companies Act. By subscribing for the shares, investors agree to be bound by the Articles which are governed by, and construed in accordance with, the laws of England and Wales.</p> <p>Recognition and enforcement of foreign judgments</p> <p>Regulation (EC) 593/2008 (“Rome I”) must be applied in all member states of the European Union (other than Denmark). Accordingly, where a matter comes before the courts of the relevant member state, the choice of governing law in any given agreement is subject to the provisions of Rome I. Under Rome I, the member state's court may apply any rule of that member state's own law which is mandatory irrespective of the governing law and may refuse to apply a rule of governing law if it is manifestly incompatible with the public policy of that member state. Further, where all other elements relevant to the situation at the time of the choice are located in a country other than the country whose law has been chosen, the choice of the parties shall not prejudice the application of provisions of the law of that country which cannot be derogated from by agreement.</p> <p>The United Kingdom has legislated to the effect that the rules in Rome I were incorporated into domestic law. As a result, English choice of law clauses in contracts continue to be respected both in the UK and the EU member states. Foreign judgments obtained</p>

	<p>in EU member states relating to proceedings commenced on or after 1 January 2021 will only be enforceable under the default common law regime or (if applicable) the Hague Convention. The Hague Convention only applies to the enforcement of judgments that arise from proceedings commenced pursuant to an exclusive jurisdiction clause in favour of a contracting state in civil or commercial matters.</p> <p>The UK has acceded to the Hague Convention on Choice of Courts Agreements 2005 (the “Hague Convention”) which applies between the EU member states, Montenegro, Denmark, Mexico, Singapore and the UK and provides for the recognition of foreign judgements in respect of contracts which contain an exclusive jurisdiction clause. The Hague Convention does not, however, extend to contracts containing non-exclusive jurisdiction clauses, which typically permit the more dominant party to the contract to sue in the country of their choice while restricting the right of the less dominant party to the courts of a single country. The UK has also applied to re-join the Lugano Convention 2007 which would permit for the recognition of judgement based on contracts under the laws of member states regardless of whether the contract contains an exclusive or non-exclusive choice of law clause in the states that are parties to that convention (i.e. EU member states and Iceland, Norway and Switzerland). However, each member of the Lugano convention has a veto on the accession of new members and UK accession may not occur.</p> <p>Investors should note that there is no instrument in place for the recognition and enforcement of judgements between the United Kingdom and the US and accordingly, if an investor were to seek to have an order of a US court (irrespective of the state in which the order was obtained) recognised or enforced in the courts of England and Wales, the investor would need to rely on the laws of England and Wales and may therefore find it difficult in practice to enforce a judgement obtained in the US in England and Wales.</p>
<p>The identity of the AIFM, the AIF's depositary, auditor and other service providers together with a description of their duties and the investors' rights</p>	<p>Please see the section headed “Directors, Management and Administration” in part 4 of the Prospectus at page 81 onwards for descriptions of the identities and duties of the AIFM, the Investment Adviser, the Company Secretary, the Auditor and the Company's other service providers. at same section of the Prospectus also provides biographical details of the directors.</p> <p>Further details of the agreements with the Company's service providers are set out in Part 9 of the Prospectus.</p> <p>Depositary</p> <p>The provisions of the UK AIFM Laws concerning depositaries do not apply to the AIFM. As such, a depositary has not been appointed.</p> <p>Without prejudice to any potential right of action in common law that a shareholder may have to bring a claim against a service provider to the Company, each shareholder's contractual relationship in respect of its investment in the Company is with the Company only. Therefore, no Shareholder will have any contractual claim against any service provider with respect of such service provider's default pursuant to the terms of the agreement that it has entered into with the Company. The above</p>

	<p>is without prejudice to any right a Shareholder may have to bring a claim against an FCA authorised service provider under section 138D of the Financial Services and Markets Act 2000 (“FSMA”) (which provides that breach of an FCA rule by such service provider is actionable by a private person who suffers loss as a result), or any tortious cause of action. Shareholders who believe they may have a claim under section 138D of FSMA, or in tort, against any service provider in connection with their investment in the Company should consult their legal adviser.</p>
<p>Management of professional liability risk</p>	<p>The AIFM is a non-EU AIFM for the purposes of the EU AIFM Directive and so is not required to comply with Article 9(7) of the EU AIFM Directive, which relates to the maintenance of professional indemnity insurance or additional capital to cover professional liability risks.</p> <p>Nevertheless, the AIFM has the benefit of professional indemnity and directors’ and officers’ liabilities insurance coverage.</p>
<p>A description of any delegated function as referred to in Annex I of the AIFM Directive by the AIFM and of any safe keeping function delegated by the depositary the identification of the delegate and any conflicts of interest that may arise from such delegation.</p>	<p>The AIFM has appointed the Investment Advisor to provide investment advice to the AIFM and the Company on the terms of the Investment Advisory Agreement. The Board and the AIFM have delegated responsibility for carrying out the fair market valuation of the Group’s investments to the Investment Advisor. Pre-agreed delegated authorities have been granted to the Board to HEIT Holdings Limited, a wholly owned subsidiary of the Company used to hold investments and special purpose vehicles holding investments, by the Company and the AIFM.</p> <p>All activities engaged in under the provision of the AIFM Agreement by the AIFM (or any of its delegates), and by the Investment Advisor under the Investment Advisory Agreement, on behalf of the Company shall at all times be subject to the overall policies, supervision and review of the Board. The Investment Advisor’s conflicts of interest policy is described in the section titled ‘Conflicts of Interest’ on page 87 of the Prospectus.</p> <p>As noted above, the provisions of the UK AIFM Laws concerning depositories do not apply to the AIFM. As such, a depositary has not been appointed.</p>
<p>A description of any arrangement made by the depositary to contractually discharge itself of liability</p>	<p>As noted above, the provisions of the UK AIFM Laws concerning depositories do not apply to the AIFM. As such, a depositary has not been appointed.</p>
<p>The Company’s valuation procedure and pricing methodology</p>	<p>Please see the heading titled ‘Valuation Policy’ in part 6 on page 131 of the Prospectus.</p>
<p>The Company’s liquidity risk management, including redemption rights and redemption arrangements</p>	<p>Not applicable.</p>
<p>Fees, charges and expenses, which are directly or indirectly borne by investors</p>	<p>Please see the section titled ‘Fees and Expenses’ in part 6 on page 91 of the Prospectus.</p>

Fair and preferential treatment of investors	<p>As a company traded on the Specialist Fund Segment of the Main Market of London Stock Exchange Plc, the Company is not bound by the FCA's Premium Listing Principles set out in chapter 7 of the Listing Rules and Premium Listing Principles. However, the Company has voluntarily undertaken to comply with those Listing Rules and Premium Listing Principles and to treat all shareholders of a given class equally.</p> <p>In addition, as directors of a company incorporated in England and Wales, the directors have certain statutory duties with which they must comply. These include a duty upon each director to act in a way they consider to be in good faith and would be most likely to promote the success of the Company to the benefit of its members as a whole.</p> <p>No investor has the right to obtain preferential treatment in relation to their investment in the Company and the Company does not give preferential treatment to any investors.</p> <p>The Ordinary share rank <i>pari passu</i> with each other.</p>
The Company's annual report	The information required under paragraphs 4 and 5 of Article 23 of the AIFM Directive will be disclosed in the Company's audited annual report. Annual reports are available at www.heitp.co.uk .
Procedure and conditions for the issue and sale of shares	Not applicable.
The Company's latest net asset value or latest market price of its share	All net asset values are announced via a regulatory information service and are also available at www.heitp.co.uk .
The Company's prime broker	Not applicable
How and when the information required to be disclosed under FUND 3.2.5 AND 3.2.6 (so far as relevant) will be disclosed	<p>The AIFM is required to make certain periodic disclosures to investors under the UK AIFM Laws. Under Article 23(4) of the EU AIFM Directive and FUND 3.2.5R, the AIFM must disclose to investors periodically:</p> <ul style="list-style-type: none"> • the percentage of the Company's assets that are subject to special arrangements arising from their illiquid nature; • any new arrangements for managing the liquidity of the Company; and • the current risk profile of the Company and the risk management systems employed by the AIFM to manage those risks. <p>The information shall be disclosed as part of the Company's periodic reporting to investors, as required by the Articles of Association or the Prospectus and at a minimum at the same time as the Company's annual report is made available.</p> <p>Under Article 23(5) of the EU AIFM Directive and FUND 3.2.6R, the AIFM must disclose on a regular basis any changes to:</p> <ul style="list-style-type: none"> • The maximum level of leverage that the AIFM may employ on behalf of the Company;

	<ul style="list-style-type: none"> • Any right of reuse of collateral or any guarantee granted under the leveraging arrangement; and • The total amount of leverage employed by the Company. <p>Information on changes to the maximum level of leverage and any right of re-use of collateral or any guarantee under the leveraging arrangements shall be provided without undue delay.</p> <p>Information on the total amount of leverage employed by the Company shall be disclosed as part of the Company's periodic reporting to investors, as required by the Articles of Association or the Prospectus and at least at the same time as the Company's annual report is made available.</p> <p>Without limitation to the generality of the foregoing, any information required under Article 23(4) of the EU AIFM Directive and FUND 3.2.5R AND, Article 23(5) of the EU AIFM Directive and FUND 3.2.6R, may be disclosed (a) in the Company's annual report or half-yearly report; (b) a subsequent prospectus; and/or (c) by the Company publishing the relevant information on the Company's website.</p>
Transparency of the integration of sustainability risks	As required by Article 6 of Regulation (EU) 2019/2088 on sustainability-related disclosures (the "SFDR"), the AIFM has published on its website its SFDR compliance statement, which includes the information specified in Article 6 of the SFDR.