

**NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION IN WHOLE OR IN PART IN OR INTO THE UNITED STATES, CANADA, JAPAN, AUSTRALIA, NEW ZEALAND, RUSSIA OR THE REPUBLIC OF SOUTH AFRICA.**

**This announcement contains inside information for the purposes of Article 7 of the Market Abuse Regulation (596/2014/EU) as it forms part of UK domestic law by virtue of the European Union (Withdrawal) Act 2018 ("MAR"). In addition, market soundings (as defined in MAR) were taken in respect of the Placing with the result that certain persons became aware of inside information (as defined in MAR), as permitted by MAR. This inside information is set out in this announcement. Upon the publication of this announcement, such information will no longer constitute inside information.**

12 September 2022

Deltic Energy Plc / Index: AIM / Epic: DELT / Sector: Natural Resources

### **Deltic Energy Plc ("Deltic" or the "Company")**

#### **Proposed Placing, Subscription and Open Offer to raise a minimum of £15 million**

Deltic Energy Plc, the AIM-quoted natural resources investing company with a high impact exploration and appraisal portfolio focused on the Southern and Central North Sea, announces its intention to conduct an equity fundraise (the "**Fundraising**") consisting of a placing and subscription targeting minimum gross proceeds of £15 million, and an open offer for up to an additional £2 million, both at a price of 3.5 pence per share.

Stifel Nicolaus Europe Limited ("**Stifel**") and Canaccord Genuity Limited ("**Canaccord**") are acting as joint bookrunners (the "**Joint Bookrunners**") to the Company in connection with the Fundraising.

The placing is being conducted through an accelerated bookbuilding process (the "**Bookbuild**") which will be launched immediately following this announcement and will be made available to eligible institutional investors on the terms and conditions set out in the Appendix to this announcement. The Bookbuild is expected to close no later than 8.00 a.m. on 13 September 2022. However, the Joint Bookrunners and the Company reserve the right to close the Bookbuild earlier or later, without further notice.

Capitalised terms not otherwise defined in the text of this announcement have the meaning given to them in the section headed "Definitions" below.

#### **Background to the Fundraising**

- Deltic has a high impact, low risk, infrastructure led exploration and appraisal portfolio in the Southern and Central North Sea, with a significant weighting towards natural gas, and a proven ability to attract world class partners such as Shell and Capricorn.
- The Company has an active forward operational schedule and a funded pathway to drilling activity with two firm wells operated by Shell U.K. Limited ("**Shell**") that will commence drilling from October 2022, and a portfolio of licences that offer a conveyor belt of drilling and farm-out opportunities.
- The Shell-operated Pensacola well (Deltic WI: 30%) in the Southern North Sea is fully-funded and due to spud in October 2022 using the Maersk Resilient rig. The Company estimates that Pensacola has a gross P50 prospective resource of 309 BCF with a geological chance of success ("**GCoS**") of 55% and an unrisks post tax project net present value ("**NPV**") of \$553 million gross (\$166 million net to Deltic), calculated based on a gas price of 80 pence per therm.
- The Selene well (Deltic WI: 50%) in the Southern North Sea, operated by Shell, is expected to spud within the next 12-18 months following a firm investment decision in July 2022. The Company estimates that Selene has a gross P50 prospective resource of 318 BCF, with a GCoS of 70% and an unrisks post tax project NPV of \$624 million gross (\$312 million net to Deltic), also calculated using a gas price of 80 pence per therm.

- The joint venture between Deltic and Capricorn is making good progress across the five jointly-owned Southern North Sea licences, including taking delivery of new 3D seismic data across licence P2428, and is looking to mature well prospects with a view to making its first well investment decision in 2023.
- Deltic's technical team has successfully completed the initial phase of geological work on its Syros prospect (Deltic WI: 100%) in the Central North Sea, and a farm-out process has now commenced.
- Preparatory work in anticipation of the UK's 33rd Offshore Licensing Round (due to be launched in Q4 2022) has commenced, with Deltic looking to build on its successful track record and further strengthen and diversify its portfolio through applications on both a 100% basis and in collaboration with selected partners, with technical evaluation work well advanced.
- Deltic is seeking to raise minimum gross proceeds of £15million in order to fund its share of the Selene well, including contingency mandated by the Company's regulator, the NSTA, fund further investment in Deltic's existing licence portfolio, enable further investment in the UK's upcoming 33<sup>rd</sup> Offshore Licensing Round, and fund transaction costs, working capital and general corporate costs through to mid-2024.

### Overview of the Fundraising

- The Fundraising includes a proposed placing of new Ordinary Shares (the "**Placing Shares**") with new and existing institutional investors (the "**Placing**") and a proposed subscription for new Ordinary Shares (the "**Subscription Shares**") by certain directors and senior management of the Company (the "**Subscription**") to raise gross proceeds of approximately £15 million, at a price of 3.5 pence per new Ordinary Share (the "**Placing Price**").
- The Placing is being conducted through the Bookbuild, which will be launched immediately following this announcement and will be made available to eligible institutional investors on the terms and conditions set out in the Appendix to this announcement. The Bookbuild is expected to close no later than 8.00 a.m. on 13 September 2022. However, the Joint Bookrunners and the Company reserve the right to close the Bookbuild earlier or later, without further notice.
- The Company is further seeking to raise up to £2million through an open offer (the "**Open Offer**"), subject to successful completion of the Placing and Subscription, pursuant to which Ordinary Shares will be offered to existing shareholders at the Placing Price.
- Confirmation of the Open Offer details will be announced alongside the completion of the Placing and Subscription.
- The Company's largest shareholders, IPGL Limited and related individuals ("**IPGL**") and Inthallo Limited ("**Inthallo**"), have indicated that they intend to participate in the Fundraising, with IPGL and related individuals indicating that it intends to invest up to £5 million and Inthallo indicating that it intends to participate for up to £1.5 million.
- The final number of Placing Shares that will be allocated to IPGL, its related individuals, and Inthallo is at the absolute discretion of the Joint Bookrunners and the Company and will be confirmed following the close of the Bookbuild.
- Certain directors and members of the Company's senior management team have also indicated their intention to participate in the Fundraising by subscribing directly with the Company for new Ordinary Shares at the Placing Price.
- The Fundraising will be subject to approval at a General Meeting, expected on 30 September 2022. Following the close of the Bookbuild, the Company expects to send, on or about 14 September 2022, a shareholder circular to convene the General Meeting and containing details of the Open Offer, together with an Open Offer application form (where applicable).

**Graham Swindells, Chief Executive of Deltic Energy, commented:**

*“This is a very exciting time for Deltic as we will shortly be drilling of our Pensacola Gas Prospect and continue to progress, and add to, our conveyor belt of opportunities, not least our Selene Gas Prospect, which we look forward to commencing drilling within the next 12-18 months. Given the tragic events in Ukraine, the importance of having a secure supply of domestic gas from the UKCS has never been more evident, and Deltic is focused on becoming a key contributor to delivering that gas.”*

For further information please contact the following:

**Deltic Energy Plc**

Tel: +44 (0) 20 7887 2630

Graham Swindells / Andrew Nunn / Sarah McLeod

**Allenby Capital Limited** (Nominated Adviser & Joint Broker)

Tel: +44 (0) 20 3328 5656

David Hart / Alex Brearley (Corporate Finance)

Kelly Gardiner (Sales and Corporate Broking)

**Stifel Nicolaus Europe Limited** (Joint Bookrunner and Joint Broker)

Tel: +44 (0) 20 7710 7600

Callum Stewart / Simon Mensley / Ashton Clanfield

**Canaccord Genuity Limited** (Joint Bookrunner)

Tel: +44 (0) 20 7523 8000

Adam James / Gordon Hamilton / Sam Lucas

**Vigo Consulting** (PR Adviser)

Tel: +44 (0) 20 7390 0230

Patrick d'Ancona / Finlay Thomson / Kendall Hill

**Sources and Uses of Proceeds**

The Company intends to use the proceeds of the Fundraising as set out in the table below. Any incremental net proceeds will be used to accelerate investment in existing licences and upcoming licence applications.

<b>Source of Funds</b>	<b>£ million</b>
Cash as at 30 June 2022	7.6
Gross proceeds from Placing and Subscription	15.0
<b>Total Sources of Funds</b>	<b>22.6</b>
<b>Use</b>	<b>£ million</b>
Pensacola drilling operations	5.7*
Selene well operations including site survey and long leads	9.3
NSTA mandated contingency on Selene	1.8
Investment in 33rd round applications	1.4

---

**Total Uses of Proceeds to mid-2024****22.6**

*\* £1.6 million costs to 30 June 2022 including site survey, long leads, engineering and operators' expenses*

**Bookbuild**

The Placing will be conducted by the Joint Bookrunners on behalf of the Company in accordance with the terms and conditions set out in the Appendix to this announcement (the "**Terms and Conditions**"). The Bookbuild will open with immediate effect following this announcement. The number of Placing Shares will be determined by the Joint Bookrunners and the Company, and will be confirmed orally or by email following the close of the Bookbuild. The Placing Shares, when issued, will be fully paid and will rank *pari passu* in all respects with the existing Ordinary Shares.

It is expected that the Bookbuild will close before 8.00 a.m. on 13 September 2022. However, the timing of the closing of the Bookbuild and allocations are at the absolute discretion of the Joint Bookrunners and the Company. Details of the results of the Placing and Subscription will be announced as soon as practicable after the close of the Bookbuild. The Placing is not being underwritten.

This announcement should be read in its entirety. Investors' attention is drawn to the detailed Terms and Conditions of the Placing. By choosing to participate in the Placing and by making an oral and legally binding offer to acquire Placing Shares, investors will be deemed to have read and understood this announcement in its entirety (including the appendix) and to be making such offer on the terms and subject to the conditions of the Placing contained here, and to be providing the representations, warranties and acknowledgements contained in the Terms and Conditions.

**Participation by Directors and Existing Substantial Shareholders and Related Party Transactions**

The Company's largest shareholders, IPGL and related individuals and Inthallo, have indicated their intention to participate in the Fundraising. The final number of Ordinary Shares that are allocated to both shareholders is at the absolute discretion of the Joint Bookrunners and the Company and will be confirmed following the closure of the Bookbuild.

To the extent that IPGL, its related individuals, and Inthallo participate in the Fundraising, by virtue of their respective holdings of more than ten per cent of the existing Ordinary Shares, their participation in the Fundraising will be considered a related party transaction under Rule 13 of the AIM Rules for Companies ("**AIM Rules**") and the details will be announced separately in due course.

Certain of the Directors and members of the Company's senior management team have indicated their intention to participate in the Fundraising for up to approximately £80,000 in aggregate. The participation of such Directors in the Fundraising will also be considered a related party transaction under Rule 13 of the AIM Rules.

**Open Offer**

The Company is further proposing to raise up to approximately £2 million by the issue of Open Offer Shares at the Placing Price, payable in full on acceptance. Any entitlements to Open Offer Shares not subscribed for by Qualifying Shareholders will be available to Qualifying Shareholders under the Excess Application Facility. The balance of any Open Offer Shares not subscribed for under the Excess Application Facility will not be available to the Placees under the Placing.

Qualifying Shareholders should note that the Open Offer is not a rights issue and therefore the Open Offer Shares which Qualifying Shareholders do not apply for will not be sold in the market for the benefit of Qualifying Shareholders who do not apply for Open Offer Shares. The Open Offer application form is not a document of title and cannot be traded or otherwise transferred.

Qualifying Shareholders may apply for Open Offer Shares under the Open Offer pro rata to their holdings of Ordinary Shares on the Record Date on the basis of:

**1 Open Offer Share for every 24 Existing Ordinary Shares held**

Subject to availability, the Excess Application Facility enables Qualifying Shareholders to apply for excess Open Offer Shares up to the maximum number of Open Offer Shares available less their Open Offer Entitlement, subject to availability.

Applicants can apply for less or more than their entitlements under the Open Offer, but the Company cannot guarantee that any application for excess Open Offer Shares under the Excess Application Facility will be satisfied, as this will depend, in part, on the extent to which other Qualifying Shareholders apply for less than or more than their own Open Offer Entitlements. The Open Offer is conditional on admission of the Open Offer Shares to trading on AIM becoming effective and the Placing and Subscription having become unconditional.

### General Meeting

In accordance with the Company's articles of association, shareholder approval is required for the Directors to issue the Placing Shares, Subscription Shares and Open Offer Shares. A general meeting is expected to be held at the offices of K&L Gates LLP, One New Change, London EC4M 9AF for the purpose of passing certain resolutions ("**Resolutions**"), including to authorise the proposed Fundraising (the "**General Meeting**"). It is currently anticipated that the General Meeting will be held on or around 30 September 2022. A circular (the "**Circular**"), containing a notice convening the General Meeting, is expected to be dispatched to shareholders of the Company ("**Shareholders**") on or about 14 September 2022, outlining terms of the Fundraising, the Resolutions and recommending all Shareholders to vote in favour of all the Resolutions. Thereafter, the Circular will be available on the Company's website at <https://www.delticenergy.com>.

The Fundraising is conditional, inter alia, on the Resolutions being passed by the Shareholders at the General Meeting (or an adjournment thereof) and the Placing Agreement otherwise becoming unconditional in all respects (save for Admission) and not having been terminated in accordance with the terms prior to Admission.

Application will be made to London Stock Exchange plc ("**London Stock Exchange**") for the Placing Shares, Subscription Shares and Open Offer Shares to be admitted to trading on the AIM market of the London Stock Exchange ("**AIM**"). It is currently expected that Admission will become effective, and that dealings in the Placing Shares, Subscription Shares and Open Offer Shares will commence on AIM, at 8.00 a.m. on 3 October 2022.

### Expected Timetable of Principal Events

The times and dates set out below are subject to change, and may be adjusted by the Company in consultation with the Joint Bookrunners. The timetable below also assumes that the relevant Resolutions are passed at the General Meeting without adjournment. In the event of any significant changes from the below expected timetable, details of the new times and dates will be notified to Shareholders by an announcement on a Regulatory Information Service.

	<b>2022</b>
Record Date for entitlement under the Open Offer	5.00p.m. on 9 September
Announcement of the Placing, Subscription and Open Offer	12 September
Ex-Entitlement Date	8.00 a.m. on 13 September
Posting of the circular, the Form of Proxy and, to Qualifying non-CREST shareholders only, the Application Forms	14 September
Open Offer Entitlements and Excess CREST Open Offer Entitlements credited to stock accounts in CREST of Qualifying CREST Shareholders	8.00 a.m. on 15 September
Latest recommended time and date for requesting withdrawal of Open Offer Entitlements and Excess CREST Open Offer Entitlements from CREST	4.30 p.m. on 23 September
Latest time for depositing Open Offer Entitlements and Excess CREST Open Offer Entitlements into CREST	3.00 p.m. on 26 September

Latest time and date for splitting Application Forms (to satisfy <i>bona fide</i> market claims)	3.00 p.m. on 27 September
<b>Latest time and date for receipt of Forms of Proxy from Shareholders</b>	<b>11.00 a.m. on 28 September</b>
<b>Latest time and date for receipt of completed Application Forms and payment in full from Qualifying Shareholders under the Open Offer or settlement of relevant CREST instruction (as appropriate)</b>	<b>11.00 a.m. on 29 September</b>
Expected time and date of announcement of results of the Open Offer	7.00 a.m. on 30 September
General Meeting	11.00 a.m. on 30 September
Expected time of announcement of results of the General Meeting	Afternoon of 30 September
Admission effective and dealings in the New Ordinary Shares expected to commence on AIM	8.00 a.m. on 3 October
Expected date for crediting of the New Ordinary Shares in uncertificated form to CREST stock accounts	8.00 a.m. on 3 October
Expected date of dispatch of share certificates in respect of the New Ordinary Shares	by 17 October

## IMPORTANT INFORMATION

This announcement has been issued by, and is the sole responsibility of, the Company. No representation or warranty express or implied, is or will be made as to, or in relation to, and no responsibility or liability is or will be accepted by Stifel or Canaccord or by any of their respective affiliates or agents as to or in relation to, the accuracy or completeness of this announcement or any other written or oral information made available to or publicly available to any interested party or its advisers, and any liability therefore is expressly disclaimed.

## NOTICE TO OVERSEAS PERSONS

This announcement does not constitute, or form part of, a prospectus relating to the Company, nor does it constitute or contain any invitation or offer to any person, or any public offer, to subscribe for, purchase or otherwise acquire any shares in the Company or advise persons to do so in any jurisdiction, nor shall it, or any part of it form the basis of or be relied on in connection with any contract or as an inducement to enter into any contract or commitment with the Company.

This announcement is not for publication or distribution, directly or indirectly, in or into the United States of America. This announcement is not an offer of securities for sale into the United States. The securities referred to herein have not been and will not be registered under the U.S. Securities Act of 1933, as amended, and may not be offered or sold in the United States, except pursuant to an applicable exemption from registration. No public offering of securities is being made in the United States.

The distribution or transmission of this announcement and the offering of the Placing Shares in certain jurisdictions other than the UK may be restricted or prohibited by law or regulation. Persons distributing this announcement must satisfy themselves that it is lawful to do so. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdiction. No action has been taken by the Company that would permit an offering of such shares or possession or distribution of this announcement or any other offering or publicity material relating to such shares in any jurisdiction where action for that purpose is required. Persons into whose possession this announcement comes are required by the Company to inform themselves about, and to observe, such restrictions.

## NOTICE TO PROSPECTIVE INVESTORS IN HONG KONG

The Placing Shares will not be offered or sold in Hong Kong, by means of any document, other than (a) to “professional investors” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong and any rules made under

that Ordinance; or (b) in other circumstances which do not constitute an offer to the public within the meaning of that Ordinance.

No advertisement, invitation or document relating to the Placing Shares or the Placing has been or will be issued, or has been or will be in the possession of any person for the purpose of the issue, in Hong Kong or elsewhere that is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong). No person allotted Placing Shares may sell, or offer to sell, such securities in circumstances that amount to an offer to the public in Hong Kong within six months following the date of issue of such securities. The contents of this document have not been reviewed by any Hong Kong regulatory authority. You are advised to exercise caution in relation to the Placing Shares and the Placing. If you are in doubt about any contents of this document, you should obtain independent professional advice.

## GENERAL

Stifel, which is authorised and regulated by the FCA in the United Kingdom, is acting as Joint Bookrunner to the Company in connection with the Placing. Stifel will not be responsible to any person other than the Company for providing the protections afforded to clients of Stifel or for providing advice to any other person in connection with the Placing. Stifel has not authorised the contents of, or any part of, this announcement, and no liability whatsoever is accepted by Stifel for the accuracy of any information or opinions contained in this announcement or for the omission of any material information.

Canaccord, which is authorised and regulated by the FCA in the United Kingdom, is acting as Joint Bookrunner to the Company in connection with the Placing. Canaccord will not be responsible to any person other than the Company for providing the protections afforded to clients of Canaccord or for providing advice to any other person in connection with the Placing. Canaccord has not authorised the contents of, or any part of, this announcement, and no liability whatsoever is accepted by Canaccord for the accuracy of any information or opinions contained in this announcement or for the omission of any material information.

Allenby Capital Limited ("**Allenby**"), which is authorised and regulated by the FCA in the United Kingdom, is acting as Nominated Adviser to the Company in connection with the Placing. Allenby will not be responsible to any person other than the Company for providing the protections afforded to clients of Allenby or for providing advice to any other person in connection with the Placing. Allenby has not authorised the contents of, or any part of, this announcement, and no liability whatsoever is accepted by Allenby for the accuracy of any information or opinions contained in this announcement or for the omission of any material information.

The Placing Shares will not be admitted to trading on any stock exchange other than AIM.

Neither the content of the Company's website (or any other website) nor the content of any website accessible from hyperlinks on the Company's website (or any other website) is incorporated into, or forms part of, this announcement.

## DEFINITIONS

<b>Admission</b>	The admission of the New Shares to trading on AIM
<b>BCF</b>	Billion Cubic Feet
<b>CREST</b>	The relevant system for the paperless settlement of trades and the holding of uncertificated securities operated by Euroclear UK & International in accordance with the Uncertificated Securities Regulations 2001, as amended
<b>Excess Application Facility</b>	The arrangement pursuant to which Qualifying Shareholders may apply for Open Offer Shares in excess of their Open Offer Entitlements
<b>Form of Proxy</b>	The form of proxy to be dispatched to shareholders for use at the General Meeting
<b>New Shares</b>	The new Ordinary Shares to be issued pursuant to the Placing, the Subscription and the Open Offer

<b>NSTA</b>	North Sea Transition Authority
<b>Open Offer</b>	The conditional invitation proposed to be made by the Company to Qualifying Shareholders to subscribe for the Open Offer Shares
<b>Open Offer Shares</b>	The 58,581,868 new Ordinary Shares for which Qualifying Shareholders are being invited to apply under the terms of the Open Offer
<b>Open Offer Entitlement</b>	An entitlement for each Qualifying Shareholder to apply to subscribe for Open Offer Shares in addition to its Open Offer Entitlement pursuant to the Excess Application Facility which is conditional on it taking up its Open Offer Entitlement in full and which may be subject to scaling back in accordance with the provisions of the Circular
<b>Ordinary Shares</b>	Ordinary shares of 0.5 pence each in the capital of the Company
<b>Overseas Shareholder</b>	a holder of existing Ordinary Shares who is resident, or who is a citizen of, or who has a registered address in a jurisdiction outside the United Kingdom
<b>Placees</b>	The institutional investors participating in the proposed Placing
<b>Placing Agreement</b>	The placing and open offer agreement dated 12 September 2022 between the Company, Stifel and Canaccord
<b>Prospective Resources</b>	Estimated volumes associated with undiscovered accumulations. These represent quantities of petroleum which are estimated, as of a given date, to be potentially recoverable from oil and gas deposits identified on the basis of indirect evidence but which have not yet been drilled
<b>P50 Resource</b>	Reflects a volume estimate that, assuming the accumulation is developed, there is a 50 per cent. probability that the quantities actually recovered will equal or exceed the estimate. This is therefore a median or best case estimate of resource
<b>Regulatory Information Service Qualifying Shareholders</b>	Holders of existing Ordinary Shares on the register of members of the Company at the Record Date (but excluding any Overseas Shareholders who are resident in, or who are citizens of, or who have a registered address in a Restricted Jurisdiction) ((as further described in the Circular))
<b>Record Date</b>	5.00 p.m. BST on 9 September 2022
<b>Restricted Jurisdiction</b>	each and any of the United States of America, Australia, Canada, Japan, New Zealand, Russia and the Republic of South Africa and any other jurisdiction where the extension or availability of the Open Offer would breach any applicable law or regulations
<b>UKCS</b>	UK Continental Shelf
<b>United States or US</b>	United States of America
<b>WI</b>	Working interest; a percentage of ownership in an oil and gas licence
<b>Qualified Person</b>	

Andrew Nunn, a Chartered Geologist and Chief Operating Officer of Deltic, is a "Qualified Person" in accordance with the Guidance Note for Mining, Oil and Gas Companies, June 2009 as updated 21 July 2019, of the London Stock Exchange. Andrew has reviewed and approved the information contained within this announcement.

## **APPENDIX - TERMS AND CONDITIONS OF THE BOOKBUILD**

### **IMPORTANT INFORMATION ON THE BOOKBUILD FOR INVITED PLACEEES ONLY.**

**MEMBERS OF THE PUBLIC ARE NOT ELIGIBLE TO TAKE PART IN THE PLACING. THE TERMS AND CONDITIONS SET OUT HEREIN ARE FOR INFORMATION PURPOSES ONLY AND ARE ONLY DIRECTED AT, AND BEING DISTRIBUTED TO, PERSONS WHOSE ORDINARY ACTIVITIES INVOLVE THEM IN ACQUIRING, HOLDING, MANAGING AND DISPOSING OF INVESTMENTS (AS PRINCIPAL OR AGENT) FOR THE PURPOSES OF THEIR BUSINESS AND WHO HAVE PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO INVESTMENTS AND ARE: (A) IF IN A MEMBER STATE OF THE EUROPEAN ECONOMIC AREA ("EEA"), PERSONS WHO ARE QUALIFIED INVESTORS WITHIN THE MEANING OF ARTICLE 2(E) OF THE REGULATION (EU) 2017/1129 ("EU PROSPECTUS REGULATION"); OR (B) IF IN THE UNITED KINGDOM, PERSONS WHO ARE QUALIFIED INVESTORS WITHIN THE MEANING OF ARTICLE 2(E) OF THE UK VERSION OF THE REGULATION (EU) 2017/1129 AS IT FORMS PART OF DOMESTIC LAW PURSUANT TO THE EUROPEAN UNION WITHDRAWAL ACT 2018 (THE "UK PROSPECTUS REGULATION") AND WHO HAVE PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO INVESTMENTS WHO FALL WITHIN THE DEFINITION OF "INVESTMENT PROFESSIONALS" IN ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005, AS AMENDED ("THE ORDER") OR FALL WITHIN THE DEFINITION OF "HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS ETC" IN ARTICLE 49(2) (A) TO (D) OF THE ORDER; AND (C) ANY OTHER PERSON TO WHOM IT MAY OTHERWISE LAWFULLY BE COMMUNICATED; AND, IN EACH CASE, WHO HAVE BEEN INVITED TO PARTICIPATE IN THE PLACING BY STIFEL NICOLAUS EUROPE LIMITED ("STIFEL") AND/OR CANACCORD GENUITY LIMITED ("CANACCORD"), (EACH A "JOINT BOOKRUNNER", TOGETHER THE "JOINT BOOKRUNNERS") (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS "RELEVANT PERSONS").**

**THE TERMS AND CONDITIONS SET OUT HEREIN MUST NOT BE ACTED ON OR RELIED ON BY PERSONS WHO ARE NOT RELEVANT PERSONS. ANY PERSON WHO HAS RECEIVED OR IS DISTRIBUTING THESE TERMS AND CONDITIONS MUST SATISFY THEMSELVES THAT IT IS LAWFUL TO DO SO. ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THESE TERMS AND CONDITIONS RELATE IS AVAILABLE ONLY TO RELEVANT PERSONS AND WILL BE ENGAGED IN ONLY WITH RELEVANT PERSONS. THESE TERMS AND CONDITIONS DO NOT THEMSELVES CONSTITUTE AN OFFER FOR SALE OR SUBSCRIPTION OF ANY SECURITIES IN THE COMPANY. THE SECURITIES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE US SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND THE SECURITIES MAY NOT BE OFFERED OR SOLD IN, INTO OR WITHIN THE UNITED STATES, EXCEPT PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS. THERE WILL BE NO PUBLIC OFFERING OF THE SECURITIES IN THE UNITED STATES.**

**EACH PLACEE SHOULD CONSULT WITH ITS OWN ADVISERS AS TO LEGAL, TAX, BUSINESS AND RELATED ASPECTS OF AN ACQUISITION OF PLACING SHARES (AS SUCH TERM IS DEFINED BELOW).**

Unless otherwise defined in these terms and conditions, capitalised terms used in these terms and conditions shall have the meaning given to them in the section above headed "Definitions".

If a person indicates to a Joint Bookrunner that it wishes to participate in the Placing by making an oral or written offer to acquire Placing Shares (each such person, a "**Placee**") it will be deemed to have read and understood these terms and conditions and the announcement of which they form a part in their entirety and to be making such offer on the terms and conditions, and to be providing the representations, warranties, indemnities, agreements and acknowledgements, contained in these terms and conditions as deemed to be made by Placees. In particular, each such Placee represents, warrants and acknowledges that it is a Relevant Person and undertakes that it will acquire, hold, manage and dispose of any of the Placing Shares that are allocated to it for the purposes of its business only. Further, each such Placee represents, warrants and agrees that: (a) if it is a financial intermediary, as that term is used in Article 5(1) of the UK Prospectus Regulation, that the Placing Shares acquired by and/or subscribed for by it in the Placing will not be acquired on a non-discretionary basis on behalf of, nor will they be acquired with a view to their offer or resale to, persons in circumstances which may give rise to an offer of securities to the public other than an offer or

resale to Qualified Investors in the UK or in a member state of the EEA which has implemented the EU Prospectus Regulation, or in circumstances in which the prior consent of the relevant Joint Bookrunner has been given to each such proposed offer or resale; and (b) if it is and, at the time the Placing Shares are acquired, will be outside the United States, and acquiring the Placing Shares in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S under the US Securities Act of 1933, as amended (the "**Securities Act**"). These terms and conditions do not constitute an offer to sell or issue or the invitation or solicitation of an offer to buy or acquire Placing Shares. Potential investors in the United States will need to be Qualified Institutional Buyers.

Subject to certain exceptions, these terms and conditions and the information contained herein are not for release, publication or distribution, directly or indirectly, in whole or in part, to persons in the United States, Australia, Canada, Japan, the Republic of South Africa or any other jurisdiction in which such release, publication or distribution would be unlawful ("**Excluded Territory**").

The distribution of these terms and conditions and the offer and/or placing of Placing Shares in certain other jurisdictions may be restricted by law. No action has been taken by the Joint Bookrunners or the Company that would permit an offer of the Placing Shares or possession or distribution of these terms and conditions or any other offering or publicity material relating to the Placing Shares in any jurisdiction where action for that purpose is required, save as mentioned above. Persons into whose possession these terms and conditions come are required by the Joint Bookrunners and the Company to inform themselves about and to observe any such restrictions.

No prospectus or other offering document has been or will be submitted to be approved by the Financial Conduct Authority ("**FCA**") in relation to the Placing or the Placing Shares and each Placee's commitment will be made solely on the basis of the information set out in this Announcement. Each Placee, by participating in the Placing, agrees that it has neither received nor relied on any other information, representation, warranty or statement made by or on behalf of the Joint Bookrunners or the Company and none of the Joint Bookrunners, the Company, nor any person acting on such person's behalf nor any of their respective affiliates has or shall have liability for any Placee's decision to accept this invitation to participate in the Placing based on any other information, representation, warranty or statement. Each Placee acknowledges and agrees that it has relied on its own investigation of the business, financial or other position of the Company in accepting a participation in the Placing. Nothing in this paragraph shall exclude the liability of any person for fraudulent misrepresentation.

No undertaking, representation, warranty or any other assurance, express or implied, is made or given by or on behalf of the Joint Bookrunners or any of their affiliates, their respective directors, officers, employees, agents, advisers, or any other person, as to the accuracy, completeness, correctness or fairness of the information or opinions contained in this Announcement or for any other statement made or purported to be made by any of them, or on behalf of them, in connection with the Company or the Placing and no such person shall have any responsibility or liability for any such information or opinions or for any errors or omissions. Accordingly, save to the extent permitted by law, no liability whatsoever is accepted by the Joint Bookrunners or any of their respective directors, officers, employees or affiliates or any other person for any loss howsoever arising, directly or indirectly, from any use of this Announcement or such information or opinions contained herein.

All offers of the Placing Shares will be made pursuant to an exemption under the EU Prospectus Regulation and/or the UK Prospectus Regulation from the requirement to produce a prospectus.

These terms and conditions do not constitute or form part of, and should not be construed as, any offer or invitation to sell or issue, or any solicitation of any offer to purchase or subscribe for, any Placing Shares or any other securities or an inducement to enter into investment activity, nor shall these terms and conditions (or any part of them), nor the fact of their distribution, form the basis of, or be relied on in connection with, any investment activity. No statement in these terms and conditions is intended to be nor may be construed as a profit forecast and no statement made herein should be interpreted to mean that the Company's profits or earnings per share for any future period will necessarily match or exceed historical published profits or earnings per share of the Company.

### **UK Product Governance Requirements**

Solely for the purposes of the product governance requirements of Chapter 3 of the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK Product Governance Requirements**") and disclaiming all and any liability, whether arising in tort, contract or otherwise, which any "manufacturer" (for the purposes of the UK Product Governance Requirements) may otherwise have with respect thereto, the Placing Shares have been subject to a product approval process, which has determined that the Placing Shares are: (i) compatible with an end target market

of (a) retail investors, (b) investors who meet the criteria of professional clients and (c) eligible counterparties, each as defined in UK Product Governance Requirements; and (ii) eligible for distribution through all distribution channels as are permitted by UK Product Governance Requirements (the “**UK Target Market Assessment**”).

Notwithstanding the UK Target Market Assessment, distributors should note that: the price of the Placing Shares may decline and investors could lose all or part of their investment; the Placing Shares offer no guaranteed income and no capital protection; and an investment in the Placing Shares is compatible only with investors who do not need a guaranteed income or capital protection, who (either alone or in conjunction with an appropriate financial or other adviser) are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses that may result therefrom.

The UK Target Market Assessment is without prejudice to the requirements of any contractual, legal or regulatory selling restrictions in relation to the Placing. Furthermore, it is noted that, notwithstanding the UK Target Market Assessment, Stifel and Canaccord are only procuring investors in the United Kingdom which meet the criteria of professional clients and eligible counterparties.

For the avoidance of doubt, the UK Target Market Assessment does not constitute: (a) an assessment of suitability or appropriateness for the purposes of Chapter 9A or 10A respectively of the FCA Handbook Conduct of Business Sourcebook; or (b) a recommendation to any investor or group of investors to invest in, or purchase, or take any other action whatsoever with respect to, the Placing Shares. Each distributor is responsible for undertaking its own target market assessment in respect of the Placing Shares and determining appropriate distribution channels.

## **EU Product Governance Requirements**

Solely for the purposes of the product governance requirements contained within: (a) EU Directive 2014/65/EU on markets in financial instruments, as amended (“MiFID II”); (b) Articles 9 and 10 of Commission Delegated Directive (EU) 2017/593 supplementing MiFID II; and (c) local implementing measures (together, the “EU Product Governance Requirements”), and disclaiming all and any liability, whether arising in tort, contract or otherwise, which any “manufacturer” (for the purposes of the EU Product Governance Requirements) may otherwise have with respect thereto, the Placing Shares have been subject to a product approval process, which has determined that the Placing Shares are: (i) compatible with an end target market of: (a) retail investors, (b) investors who meet the criteria of professional clients and (c) eligible counterparties (each as defined in MiFID II); and (ii) eligible for distribution through all distribution channels as are permitted by MiFID II (the “EU Target Market Assessment”). Notwithstanding the EU Target Market Assessment, distributors should note that: the price of the Placing Shares may decline and investors could lose all or part of their investment; the Placing Shares offer no guaranteed income and no capital protection; and an investment in the Placing Shares is compatible only with investors who do not need a guaranteed income or capital protection, who (either alone or in conjunction with an appropriate financial or other adviser) are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses that may result therefrom. The EU Target Market Assessment is without prejudice to the requirements of any contractual, legal or regulatory selling restrictions in relation to the Placing. In all circumstances the Joint Bookrunners will only procure investors who meet the criteria of professional clients and eligible counterparties.

For the avoidance of doubt, the EU Target Market Assessment does not constitute: (a) an assessment of suitability or appropriateness for the purposes of MiFID II; or (b) a recommendation to any investor or group of investors to invest in, or purchase, or take any other action whatsoever with respect to the Placing Shares.

Each distributor is responsible for undertaking its own target market assessment in respect of the Placing Shares and determining appropriate distribution channels

## **Proposed Placing of Ordinary Shares**

The Joint Bookrunners have entered into the Placing Agreement with the Company pursuant to which, on the terms and subject to the conditions set out in such Placing Agreement, the Joint Bookrunners as agents for and on behalf of

the Company, have agreed to use their reasonable endeavours to procure Placees for the Placing Shares at the Placing Price.

Placees are referred to these terms and conditions and this Announcement containing details of, inter alia, the Placing. These terms and conditions and this Announcement have been prepared and issued by the Company, and is the sole responsibility of the Company.

The Placing Shares will, when issued and fully paid, be identical to, and rank *pari passu* with, the existing Ordinary Shares, including the right to receive all dividends and other distributions declared, made or paid on the existing Ordinary Shares after their admission to trading on AIM.

Application will be made to the London Stock Exchange for the Placing Shares to be issued under the Placing to be admitted to trading on AIM.

Subject to the conditions below being satisfied, it is expected that Admission of the Placing Shares will become effective on or around 3 October 2022. It is expected that dealings for normal settlement in the Placing Shares will commence at 8.00 a.m. on the same day.

### **Bookbuild of the Placing**

Commencing today, the Joint Bookrunners will be conducting an accelerated bookbuild (the "**Bookbuild**") to determine demand for participation in the Placing. The Joint Bookrunners will seek to procure Placees as agents for the Company as part of this Bookbuild. These terms and conditions give details of the terms and conditions of, and the mechanics of participation in, the Placing.

### **Principal terms of the Bookbuild**

- (a) By participating in the Placing, Placees will be deemed to have read and understood this Announcement and these terms and conditions in their entirety and to be participating and making an offer for any Placing Shares on these terms and conditions, and to be providing the representations, warranties, indemnities, acknowledgements and undertakings, contained in these terms and conditions.
- (b) The Joint Bookrunners are arranging the Placing as agents of the Company.
- (c) Participation in the Placing will only be available to persons who are Relevant Persons and who may lawfully be and are invited to participate by either Joint Bookrunner. The Joint Bookrunners and their affiliates are entitled to offer to subscribe for Placing Shares as principals in the Bookbuild.
- (d) Any offer to subscribe for Placing Shares should state the aggregate number of Placing Shares which the Placee wishes to acquire or the total monetary amount which it wishes to commit to acquire Placing Shares at the Placing Price which is ultimately established by the Company and the Joint Bookrunners or at a price up to a price limit specified in its bid. The Placing Price will be jointly agreed between the Joint Bookrunners and the Company following completion of the Bookbuild and will be payable by the Placees in respect of the Placing Shares allocated to them.
- (e) The Bookbuild is expected to close no later than 8.00 a.m. on 13 September 2022 but may close earlier or later, at the discretion of the Joint Bookrunners and the Company. The timing of the closing of the books and allocations will be agreed between the Joint Bookrunners and the Company following completion of the Bookbuild (the "**Allocation Policy**"). The Joint Bookrunners may, in agreement with the Company, accept offers to subscribe for Placing Shares that are received after the Bookbuild has closed. An offer to subscribe for Placing Shares in the Bookbuild will be made on the basis of these terms and conditions and will be legally binding on the Placee by which, or on behalf of which, it is made and will not be capable of variation or revocation after the close of the Bookbuild.

- (f) Subject to paragraph (e) above, the Joint Bookrunners reserve the right not to accept an offer to subscribe for Placing Shares, either in whole or in part, on the basis of the Allocation Policy and may scale down any offer to subscribe for Placing Shares for this purpose.
- (g) If successful, each Placee's allocation will be confirmed to it by the relevant Joint Bookrunner following the close of the Bookbuild. Oral or written confirmation (at the relevant Joint Bookrunner's discretion) from the relevant Joint Bookrunner to such Placee confirming its allocation will constitute a legally binding commitment upon such Placee, in favour of the relevant Joint Bookrunner and the Company to acquire the number of Placing Shares allocated to it on the terms and conditions set out herein. Each Placee will have an immediate, separate, irrevocable and binding obligation, owed to the Company, to pay to the relevant Joint Bookrunner (or as the relevant Joint Bookrunner may direct) as agent for the Company in cleared funds an amount equal to the product of the Placing Price and the number of Placing Shares which such Placee has agreed to acquire.
- (h) The Company will make a further announcement following the close of the Bookbuild detailing the Placing Price and the number of Placing Shares to be issued (the "**Placing Results Announcement**"). It is expected that such Placing Results Announcement will be made as soon as practicable after the close of the Bookbuild.
- (i) Subject to paragraphs (g) and (h) above, the Joint Bookrunners reserve the right not to accept bids or to accept bids, either in whole or in part, on the basis of allocations determined at their discretion and may scale down any bids as they may determine, subject to agreement with the Company. The acceptance of bids shall be at the relevant Joint Bookrunner's absolute discretion, subject to agreement with the Company.
- (j) Irrespective of the time at which a Placee's allocation(s) pursuant to the Placing is/are confirmed, settlement for all Placing Shares to be acquired pursuant to the Placing will be required to be made at the time specified, on the basis explained below under the paragraph entitled "Registration and Settlement".
- (k) No commissions are payable to Placees in respect of the Placing.
- (l) By participating in the Bookbuild, each Placee agrees that its rights and obligations in respect of the Placing will terminate only in the circumstances described below and will not be capable of rescission or termination by the Placee. All obligations under the Placing will be subject to the fulfilment of the conditions referred to below under the paragraphs entitled "Conditions of the Placing" and "Termination of the Placing Agreement".

### **Conditions of the Placing**

The obligations of the Joint Bookrunners under the Placing Agreement in respect of the placing of the Placing Shares are conditional on, amongst other things:

- (a) the Company having complied with its obligations under the Placing Agreement (to the extent that such obligations fall to be performed prior to Admission);
- (b) the passing at the General Meeting of the resolution to authorise the issue of the New Shares, without amendment; and
- (c) Admission having occurred at 8.00 a.m. 3 October 2022 or such later date as the Company and the Joint Bookrunners may agree, but in any event not later than 8.00 a.m. on 17 October 2022.

If (i) any of the conditions contained in the Placing Agreement in relation to the Placing Shares are not fulfilled or waived by the Joint Bookrunners by the respective time or date where specified, (ii) any of such conditions becomes incapable

of being fulfilled or (iii) the Placing Agreement is terminated in the circumstances specified below, the Placing will not proceed and the Placee's rights and obligations hereunder in relation to the Placing Shares shall cease and terminate at such time, all monies received from a Placee pursuant to the Placing shall be returned to such Placee without interest, at the risk of the relevant Placee and each Placee agrees that no claim can be made by the Placee in respect thereof.

The Joint Bookrunners, at their discretion and upon such terms as they think fit, may waive compliance by the Company with the whole or any part of any of the Company's obligations in relation to the conditions in the Placing Agreement. Any such extension or waiver will not affect Placees' commitments as set out in this Announcement.

None of the Joint Bookrunners nor the Company nor any other person shall have any liability to any Placee (or to any other person whether acting on behalf of a Placee or otherwise) in respect of any decision they may make as to whether or not to waive or to extend the time and/or the date for the satisfaction of any condition to the Placing nor for any decision they may make as to the satisfaction of any condition or in respect of the Placing generally, and by participating in the Placing each Placee agrees that any such decision is within the absolute discretion of the Joint Bookrunners.

### **Termination of the Placing Agreement**

Either of the Joint Bookrunners is entitled at any time before Admission, to terminate the Placing Agreement in relation to its obligations in respect of the Placing Shares by giving notice to the Company if, amongst other things:

- (a) the Company fails, in any material respect, to comply with any of its obligations under the Placing Agreement; or
- (b) it comes to the notice of either Joint Bookrunner that any statement contained in this Announcement was untrue, incorrect or misleading at the date of this Announcement or has become untrue, incorrect or misleading in each case in any respect which either Joint Bookrunner considers to be material in the context of the Placing or that any matter which either Joint Bookrunner considers to be material in the context of the Placing has arisen which would, if the Placing were made at that time, constitute a material omission therefrom; or
- (c) any of the warranties given by the Company in the Placing Agreement was not true as at the date of the Placing Agreement or has ceased to be true and accurate by reference to the facts subsisting at the time when notice to terminate is given, in each case, in any respect which either Joint Bookrunner considers to be material in the context of the Placing; or
- (d) in the opinion of either Joint Bookrunner, acting in good faith, there shall have occurred any material adverse change; or
- (e) there happens, develops or comes into effect: (i) a general moratorium on commercial banking activities in London declared by the relevant authorities or a material disruption in commercial banking or securities settlement or clearance services in the United Kingdom; or (ii) the outbreak or escalation of hostilities, war or acts of terrorism, declaration of emergency or martial law or other calamity or crisis or event including a material escalation of the conflict in Ukraine or response to the Covid-19 pandemic; or (iii) any other occurrence of any kind which in any such case (by itself or together with any other such occurrence) in the reasonable opinion of either Joint Bookrunner is likely to materially and adversely affect the market's position or prospects of the Company taken as a whole; or (iv) any other crisis of international or national effect or any change in any currency exchange rates or controls or in any financial, political, economic or market conditions or in market sentiment which, in any such case, in the reasonable opinion of either Joint Bookrunner is materially adverse.

If the Placing Agreement is terminated in accordance with its terms, the rights and obligations of each Placee in respect of the Placing as described in this Announcement shall cease and terminate at such time, all monies received from a Placee pursuant to the Placing shall be returned to such Placee without interest, at the risk of the relevant Placee and

each Placee agrees that no claim can be made by or on behalf of the Placee (or any person on whose behalf the Placee is acting) in respect thereof.

### **Placing Procedure**

Placees shall acquire the Placing Shares to be issued pursuant to the Placing and any allocation of the Placing Shares to be issued pursuant to the Placing will be notified to them on or around 13 September 2022 (or such other time and/or date as the Company and the Joint Bookrunners may agree).

Payment in full for any Placing Shares so allocated in respect of the Placing at the Placing Price must be made by no later than 3 October 2022 (or such other date as shall be notified to each Placee by the relevant Joint Bookrunner) on the expected closing date of the Placing. The relevant Joint Bookrunner or the Company will notify Placees if any of the dates in these terms and conditions should change.

### **Registration and Settlement**

Settlement of transactions in the Placing Shares following Admission of the Placing Shares will take place within the CREST system, subject to certain exceptions. The Joint Bookrunners and the Company reserve the right to require settlement for, and delivery of, the Placing Shares to Placees by such other means that they deem necessary if delivery or settlement is not possible within the CREST system within the timetable set out in this Announcement or would not be consistent with the regulatory requirements in the Placee's jurisdiction. Each Placee will be deemed to agree that it will do all things necessary to ensure that delivery and payment is completed in accordance with either the standing CREST or certificated settlement instructions which they have in place with a respective Joint Bookrunner.

Settlement for the Placing will be on a T+13 and delivery versus payment basis and settlement is expected to take place on or around 3 October 2022. Interest is chargeable daily on payments to the extent that value is received after the due date from Placees at the rate of 2 percentage points above the prevailing Sterling Overnight Index Average. Each Placee is deemed to agree that if it does not comply with these obligations, the relevant Joint Bookrunner may sell any or all of the Placing Shares allocated to it on its behalf and retain from the proceeds, for its own account and benefit, an amount equal to the aggregate amount owed by the Placee plus any interest due. By communicating a bid for Placing Shares, each Placee confers on the relevant Joint Bookrunner all such authorities and powers necessary to carry out any such sale and agrees to ratify and confirm all actions which the relevant Joint Bookrunner lawfully takes in pursuance of such sale. The relevant Placee will, however, remain liable for any shortfall below the aggregate amount owed by it and may be required to bear any stamp duty or stamp duty reserve tax (together with any interest or penalties) which may arise upon any transaction in the Placing Shares on such Placee's behalf.

### **Acceptance**

By participating in the Placing, a Placee (and any person acting on such Placee's behalf) irrevocably acknowledges, confirms, undertakes, represents, warrants and agrees (as the case may be) with the Joint Bookrunners and the Company, the following:

1. to subscribe at the Placing Price for those Placing Shares allocated to it by the Joint Bookrunners;
2. it has read and understood this Announcement (including these terms and conditions) in its entirety and that it has neither received nor relied on any information given or any investigations, representations, warranties or statements made at any time by any person in connection with Admission, the Placing, the Company, the Placing Shares, or otherwise, other than the information contained in this Announcement (including these terms and conditions) that in accepting the offer of its placing participation it will be relying solely on the information contained in this Announcement (including these terms and conditions) and undertakes not to redistribute or duplicate such documents;
3. its oral or written commitment will be made solely on the basis of the information set out in this Announcement and the information publicly announced to a Regulatory Information Service by or on behalf of the Company on the date of this Announcement, such information being all that such Placee deems necessary or appropriate and sufficient to make an investment decision in respect of the Placing Shares and that it has neither received nor relied on any other information given, or representations or warranties or statements

made, by the Joint Bookrunners or the Company nor any of their respective affiliates and neither the Joint Bookrunners nor the Company will be liable for any Placee's decision to participate in the Placing based on any other information, representation, warranty or statement;

4. the content of this Announcement and these terms and conditions are exclusively the responsibility of the Company and agrees that neither the Joint Bookrunners nor any of their affiliates nor any person acting on behalf of any of them will be responsible for or shall have liability for any information, representation or statements contained therein or any information previously published by or on behalf of the Company, and neither the Joint Bookrunners nor the Company, nor any of their respective affiliates or any person acting on behalf of any such person will be responsible or liable for a Placee's decision to accept its placing participation;
5. (i) it has not relied on, and will not rely on, any information relating to the Company contained or which may be contained in any research report or investor presentation prepared or which may be prepared by the Joint Bookrunners or any of its affiliates; (ii) none of the Joint Bookrunners, their affiliates or any person acting on behalf of any of such persons has or shall have any responsibility or liability for public information relating to the Company; (iii) none of the Joint Bookrunners, their affiliates or any person acting on behalf of any of such persons has or shall have any responsibility or liability for any additional information that has otherwise been made available to it, whether at the date of publication of such information, the date of these terms and conditions or otherwise; and that (iv) none of the Joint Bookrunners, their affiliates or any person acting on behalf of any of such persons makes any representation or warranty, express or implied, as to the truth, accuracy or completeness of any such information referred to in (i) to (iii) above, whether at the date of publication of such information, the date of this Announcement or otherwise;
6. it has made its own assessment of the Company and has relied on its own investigation of the business, financial or other position of the Company in deciding to participate in the Placing, and has satisfied itself concerning the relevant tax, legal, currency and other economic considerations relevant to its decision to participate in the Placing;
7. it is acting as principal only in respect of the Placing or, if it is acting for any other person: (i) it is duly authorised to do so and has full power to make the acknowledgments, representations and agreements herein on behalf of each such person; (ii) it is and will remain liable to the Company and the Joint Bookrunners for the performance of all its obligations as a Placee in respect of the Placing (regardless of the fact that it is acting for another person); (iii) if it is in the United Kingdom, it is a person: (a) who has professional experience in matters relating to investments and who falls within the definition of "investment professionals" in Article 19(5) of the Order or who falls within Article 49(2) of the Order; and (b) is a "qualified investor" as defined in Article 2(e) of the UK Prospectus Regulation; (iv) if it is in a member state of the EEA, it is a "qualified investor" within the meaning of Article 2(e) of the EU Prospectus Regulation; and (v) if it is a financial intermediary, as that term is used in Article 5(1) of the UK Prospectus Regulation, the Placing Shares subscribed by it in the Placing are not being acquired on a nondiscretionary basis for, or on behalf of, nor will they be acquired with a view to their offer or resale to persons in the UK or in a member state of the EEA in circumstances which may give rise to an offer of shares to the public, other than their offer or resale to qualified investors within the meaning of Article 2(e) of the UK Prospectus Regulation or within the meaning of Article 2(e) of the EU Prospectus Regulation in a member state of the EEA which has implemented the EU Prospectus Regulation;
8. if it has received any confidential price sensitive information about the Company in advance of the Placing, it has not: (i) dealt in the securities of the Company; (ii) encouraged or required another person to deal in the securities of the Company; or (iii) disclosed such information to any person, prior to the information being made generally available;

9. it has complied with its obligations in connection with money laundering and terrorist financing under the Proceeds of Crime Act 2002, the Terrorism Act 2000, the Terrorism Act 2006, the Criminal Justice (Money Laundering and Terrorism Financing) Act 2010 and the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and any related or similar rules, regulations or guidelines, issued, administered or enforced by any government agency having jurisdiction in respect thereof (the "**Regulations**") and, if it is making payment on behalf of a third party, it has obtained and recorded satisfactory evidence to verify the identity of the third party as may be required by the Regulations;
10. it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000 ("**FSMA**")) relating to the Placing Shares in circumstances in which section 21(1) of FSMA does not require approval of the communication by an authorised person;
11. it is not acting in concert (within the meaning given in the City Code on Takeovers and Mergers) with any other Placee or any other person in relation to the Company;
12. it has complied and will comply with all applicable provisions of FSMA with respect to anything done by it in relation to the Placing Shares in, from or otherwise involving the United Kingdom;
13. unless otherwise agreed by the Company (after agreement with the Joint Bookrunners), it is not, and at the time the Placing Shares are subscribed for and purchased will not be, subscribing for and on behalf of a resident of Canada, Australia, Japan, the Republic of South Africa or any other Excluded Territory and further acknowledges that the Placing Shares have not been and will not be registered under the securities legislation of any Excluded Territory and, subject to certain exceptions, may not be offered, sold, transferred, delivered or distributed, directly or indirectly, in or into those jurisdictions;
14. if it is in Hong Kong, it is a "professional investor" (as defined in the Securities and Futures Ordinance (Cap.571) of the laws of Hong Kong and any rules made under that ordinance);
15. it does not expect the Joint Bookrunners to have any duties or responsibilities towards it for providing protections afforded to clients under the rules of the FCA Handbook (the "**Rules**") or advising it with regard to the Placing Shares and that it is not, and will not be, a client of either of the Joint Bookrunners as defined by the Rules. Likewise, any payment by it will not be treated as client money governed by the Rules;
16. any exercise by the Joint Bookrunners of any right to terminate the Placing Agreement or of other rights or discretions under the Placing Agreement or the Placing shall be within the Joint Bookrunners' absolute discretion and the Joint Bookrunners shall not have any liability to it whatsoever in relation to any decision to exercise or not to exercise any such right or the timing thereof;
17. it has the funds available to pay for the Placing Shares which it has agreed to acquire and acknowledges, agrees and undertakes that it will make payment to the relevant Joint Bookrunner for the Placing Shares allocated to it in accordance with the terms and conditions of this Announcement on the due times and dates set out in this Announcement, failing which the relevant Placing Shares may be placed with others on such terms as the relevant Joint Bookrunner may, in its absolute discretion determine without liability to the Placee and it will remain liable for any shortfall below the net proceeds of such sale and the placing proceeds of such Placing Shares and may be required to bear any stamp duty or stamp duty reserve tax (together with any interest or penalties due pursuant to the terms set out or referred to in this Announcement) which may arise upon the sale of such Placee's Placing Shares on its behalf;
18. it will not distribute, forward, transfer or otherwise transmit this Announcement or any part of it, or any other presentational or other materials concerning the Placing in or into any Excluded Territory (including electronic

copies thereof) to any person, and it has not distributed, forwarded, transferred or otherwise transmitted any such materials to any person;

19. neither it, nor the person specified by it for registration as a holder of Placing Shares is, or is acting as nominee(s) or agent(s) for, and that the Placing Shares will not be allotted to, a person/person(s) whose business either is or includes issuing depository receipts or the provision of clearance services and therefore that the issue to the Placee, or the person specified by the Placee for registration as holder, of the Placing Shares will not give rise to a liability under any of sections 67, 70, 93 and 96 of the Finance Act 1986 (depository receipts and clearance services) and that the Placing Shares are not being acquired in connection with arrangements to issue depository receipts or to issue or transfer Placing Shares into a clearance system;
20. the person who it specifies for registration as holder of the Placing Shares will be: (i) itself; or (ii) its nominee, as the case may be, and acknowledges that the Joint Bookrunners and the Company will not be responsible for any liability to pay stamp duty or stamp duty reserve tax (together with interest and penalties) resulting from a failure to observe this requirement; and each Placee and any person acting on behalf of such Placee agrees to participate in the Placing on the basis that the Placing Shares will be allotted to a CREST stock account of the relevant Joint Bookrunner who will hold them as nominee on behalf of the Placee until settlement in accordance with its standing settlement instructions with it;
21. where it is acquiring Placing Shares for one or more managed accounts, it is authorised in writing by each managed account to acquire Placing Shares for that managed account;
22. if it is a pension fund or investment company, its acquisition of any Placing Shares is in full compliance with applicable laws and regulations;
23. it and/or each person on whose behalf it is participating: (i) is entitled to acquire Placing Shares pursuant to the Placing under the laws and regulations of all relevant jurisdictions; (ii) has fully observed such laws and regulations; and (iii) has the capacity and has obtained all requisite authorities and consents (including, without limitation, in the case of a person acting on behalf of a Placee, all requisite authorities and consents to agree to the terms set out or referred to in this Appendix) under those laws or otherwise and has complied with all necessary formalities to enable it to enter into the transactions and make the acknowledgements, agreements, indemnities, representations, undertakings and warranties contemplated hereby and to perform and honour its obligations in relation thereto on its own behalf (and in the case of a person acting on behalf of a Placee on behalf of that Placee); (iv) does so agree to the terms set out in this Appendix and does so make the acknowledgements, agreements, indemnities, representations, undertakings and warranties contained in this Announcement on its own behalf (and in the case of a person acting on behalf of a Placee on behalf of that Placee); and (v) is and will remain liable to the Company and the Joint Bookrunners for the performance of all its obligations as a Placee of the Placing (whether or not it is acting on behalf of another person);
24. it is aware of the obligations regarding insider dealing in the Criminal Justice Act 1993, market abuse under the MAR and the Proceeds of Crime Act 2002 and confirms that it has and will continue to comply with those obligations;
25. in order to ensure compliance with the Money Laundering Regulations 2017, the Joint Bookrunners (for their own purposes and as agent on behalf of the Company) or the Company's registrars may, in their absolute discretion, require verification of its identity. Pending the provision to the relevant Joint Bookrunner or the Company's registrars, as applicable, of evidence of identity, definitive certificates in respect of the Placing Shares may be retained at the relevant Joint Bookrunner's absolute discretion or, where appropriate, delivery of the Placing Shares to it in uncertificated form may be delayed at the relevant Joint Bookrunner's or the

Company's registrars', as the case may be, absolute discretion. If within a reasonable time after a request for verification of identity the relevant Joint Bookrunner (for its own purpose and as agent on behalf of the Company) or the Company's registrars have not received evidence satisfactory to them, the relevant Joint Bookrunner and/or the Company may, at their absolute discretion, terminate their commitment in respect of the Placing, in which event the monies payable on acceptance of allotment will, if already paid, be returned without interest to the account of the drawee's bank from which they were originally debited;

26. it has not offered or sold and will not offer or sell any Placing Shares to persons in the United Kingdom, except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their business or otherwise in circumstances which have not resulted and which will not result in an offer to the public in the United Kingdom within the meaning of section 85(1) of the FSMA;
27. it has not offered or sold and will not offer or sell any Placing Shares to persons in any member state of the EEA prior to Admission except to persons whose ordinary activities involve them acquiring, holding, managing or disposing of investments (as principal or agent) for the purpose of their business or otherwise in circumstances which have not resulted and will not result in an offer to the public in any member state of the EEA within the meaning of the EU Prospectus Regulation;
28. participation in the Placing is on the basis that, for the purposes of the Placing, it is not and will not be a client of either of the Joint Bookrunners and that the Joint Bookrunners do not have any duties or responsibilities to it for providing the protections afforded to their clients nor for providing advice in relation to the Placing nor in respect of any representations, warranties, undertakings or indemnities contained in the Placing Agreement or the contents of these terms and conditions;
29. to provide the Joint Bookrunners or the Company (as relevant) with such relevant documents as they may reasonably request to comply with requests or requirements that either they or the Company may receive from relevant regulators in relation to the Placing, subject to its legal, regulatory and compliance requirements and restrictions;
30. to the extent that it is a legal or beneficial holder of Ordinary Shares, that it will submit, or procure the submission by its nominee of, either: (i) a validly signed Form of Proxy; or (ii) CREST voting instructions, voting in favour of the Resolutions, in either case not later than 72 hours prior to the General Meeting;
31. any agreements entered into by it pursuant to these terms and conditions shall be governed by and construed in accordance with the laws of England and Wales and it submits (on its behalf and on behalf of any Placee on whose behalf it is acting) to the exclusive jurisdiction of the English courts as regards any claim, dispute or matter arising out of any such contract, except that enforcement proceedings in respect of the obligation to make payment for the Placing Shares (together with any interest chargeable thereon) may be taken by the Joint Bookrunners in any jurisdiction in which the relevant Placee is incorporated or in which any of its securities have a quotation on a recognised stock exchange;
32. to fully and effectively indemnify and hold harmless the Company, the Joint Bookrunners and each of their respective affiliates (as defined in Rule 501(b) under the Securities Act) and each person, if any, who controls either Joint Bookrunner within the meaning of Section 15 of the Securities Act or Section 20 of the US Exchange Act of 1934, as amended, and any such person's respective affiliates, subsidiaries, branches, associates and holding companies, and in each case their respective directors, employees, officers and agents from and against any and all losses, claims, damages and liabilities: (i) arising from any breach by such Placee of any of the provisions of these terms and conditions; and (ii) incurred by either Joint Bookrunner and/or the Company arising from the performance of the Placee's obligations as set out in these terms and

conditions and further agrees that the provisions of these terms and conditions shall survive after completion of the Placing;

33. in making any decision to subscribe for the Placing Shares: (i) it has knowledge and experience in financial, business and international investment matters as is required to evaluate the merits and risks of acquiring the Placing Shares; (ii) it is experienced in investing in securities of this nature and is aware that it may be required to bear, and is able to bear, the economic risk of, and is able to sustain a complete loss in connection with, the Placing; (iii) it has relied on its own examination, due diligence and analysis of the Company and its affiliates taken as a whole, including the markets in which the Company operates, and the terms of the Placing, including the merits and risks involved; (iv) it has had sufficient time to consider and conduct its own investigation with respect to the offer and purchase of the Placing Shares, including the legal, regulatory, tax, business, currency and other economic and financial considerations relevant to such investment; and (v) will not look to the Joint Bookrunners or any of their respective affiliates or any person acting on their behalf for all or part of any such loss or losses it or they may suffer;
34. its commitment to acquire Placing Shares will continue notwithstanding any amendment that may in future be made to the terms and conditions of the Placing, and that Placees will have no right to be consulted or require that their consent be obtained with respect to the Company's or the Joint Bookrunners' conduct of the Placing; and
35. the Joint Bookrunners and the Company and their respective affiliates and others will rely upon the truth and accuracy of the foregoing representations, warranties, acknowledgments and undertakings which are irrevocable.

Please also note that the agreement to allot and issue Placing Shares to Placees (or the persons for whom Placees are contracting as agent) free of stamp duty and stamp duty reserve tax in the UK relates only to their allotment and issue to Placees, or such persons as they nominate as their agents, direct from the Company for the Placing Shares in question. Such agreement assumes that such Placing Shares are not being acquired in connection with arrangements to issue depository receipts or to transfer such Placing Shares into a clearance service. If there were any such arrangements, or the settlement related to other dealing in such Placing Shares, stamp duty or stamp duty reserve tax may be payable, for which none of the Company nor the Joint Bookrunners would be responsible and Placees shall indemnify the Company and the Joint Bookrunners on an after-tax basis for any stamp duty or stamp duty reserve tax paid by them in respect of any such arrangements or dealings. Furthermore, each Placee agrees to indemnify on an after-tax basis and hold each of the Joint Bookrunners and/or the Company and their respective affiliates harmless from any and all interest, fines or penalties in relation to stamp duty, stamp duty reserve tax and all other similar duties or taxes to the extent that such interest, fines or penalties arise from the unreasonable default or delay of that Placee or its agent. If this is the case, it would be sensible for Placees to take their own advice and they should notify the relevant Joint Bookrunner accordingly. In addition, Placees should note that they will be liable for any capital duty, stamp duty and all other stamp, issue, securities, transfer, registration, documentary or other duties or taxes (including any interest, fines or penalties relating thereto) payable outside the UK by them or any other person on the acquisition by them of any Placing Shares or the agreement by them to acquire any Placing Shares.

### **Selling Restrictions**

By participating in the Placing, a Placee (and any person acting on such Placee's behalf) irrevocably acknowledges, confirms, undertakes, represents, warrants and agrees (as the case may be) with the Joint Bookrunners and the Company, the following:

1. it is not a person who has a registered address in, or is a resident, citizen or national of, a country or countries, in which it is unlawful to make or accept an offer to subscribe for Placing Shares;
2. it has fully observed and will fully observe the applicable laws of any relevant territory, including complying with the selling restrictions set out herein and obtaining any requisite governmental or other consents and it

has fully observed and will fully observe any other requisite formalities and pay any issue, transfer or other taxes due in such territories;

3. if it is in the United Kingdom, it is a person: (i) who has professional experience in matters relating to investments and who falls within the definition of "investment professionals" in Article 19(5) of the Order or who falls within Article 49(2) of the Order, and (ii) is a "qualified investor" as defined in Article 2(e) of the UK Prospectus Regulation;
4. if it is in a member state of the EEA, it is a "qualified investor" within the meaning of Article 2(e) of the EU Prospectus Regulation;
5. it is a person whose ordinary activities involve it (as principal or agent) in acquiring, holding, managing or disposing of investments for the purpose of its business and it undertakes that it will (as principal or agent) acquire, hold, manage or dispose of any Placing Shares that are allocated to it for the purposes of its business;
6. if it is in South Africa, it is a person falling within a category of person listed in section 96 of the South African Companies Act, 2008 as not being a member of the public;
7. if it is in Australia, it is a person who falls within an exemption from disclosure to investors in Australia under the Australian Corporations Act 2001 (Cth) (the "**Corporations Act**"), including a "sophisticated investor" within the meaning of Section 708(8) of the Corporations Act or a "professional investor" within the meaning of Section 708(11) of the Corporations Act or a "wholesale client" within the meaning of Section 761(G) of the Corporations Act; and
8. it (on its behalf and on behalf of any Placee on whose behalf it is acting) has: (a) fully observed the laws of all relevant jurisdictions which apply to it; (b) obtained all governmental and other consents which may be required; (c) fully observed any other requisite formalities; (d) paid or will pay any issue, transfer or other taxes; (e) not taken any action which will or may result in the Company or the Joint Bookrunners (or any of them) being in breach of a legal or regulatory requirement of any territory in connection with the Placing; (f) obtained all other necessary consents and authorities required to enable it to give its commitment to subscribe for the relevant Placing Shares; and (g) the power and capacity to, and will, perform its obligations under the terms contained in these terms and conditions.

### **Miscellaneous**

The Company reserves the right to treat as invalid any application or purported application for Placing Shares that appears to the Company or its agents to have been executed, effected or dispatched from the United States or any other Excluded Territory or in a manner that may involve a breach of the laws or regulations of any jurisdiction or if the Company or its agents believe that the same may violate applicable legal or regulatory requirements or if it provides an address for delivery of the share certificates of Placing Shares in the United States, any other Excluded Territory, or any other jurisdiction outside the United Kingdom in which it would be unlawful to deliver such share certificates.

When a Placee or person acting on behalf of the Placee is dealing with a Joint Bookrunner, any money held in an account with the relevant Joint Bookrunner on behalf of the Placee and/or any person acting on behalf of the Placee will not be treated as client money within the meaning of the rules and regulations of the FCA made under the FSMA. The Placee acknowledges that the money will not be subject to the protections conferred by the client money rules; as a consequence, this money will not be segregated from the relevant Joint Bookrunner's money in accordance with the client money rules and will be used by the relevant Joint Bookrunner in the course of their own business; and the Placee will rank only as a general creditor of the relevant Joint Bookrunner.

### **Times**

Unless the context otherwise requires, all references to time are to London time. All times and dates in these terms and conditions may be subject to amendment. The Joint Bookrunners will notify Placees and any persons acting on behalf of the Placees of any changes.