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**THE SECURITIES TO WHICH THIS ANNOUNCEMENT RELATE HAVE NOT BEEN REGISTERED UNDER THE US SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES ABSENT REGISTRATION OR AN EXEMPTION FROM, OR A TRANSACTION NOT SUBJECT TO, REGISTRATION UNDER THE SECURITIES ACT. THERE WILL BE NO PUBLIC OFFERING OF THE SECURITIES IN THE UNITED STATES.**

**THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION FOR THE PURPOSES OF THE MARKET ABUSE REGULATION (596/2014/EU) ("MAR"). IN ADDITION, MARKET SOUNDINGS (AS DEFINED IN MAR) WERE TAKEN IN RESPECT OF CERTAIN OF THE MATTERS CONTAINED IN THIS ANNOUNCEMENT, WITH THE RESULT THAT CERTAIN PERSONS BECAME AWARE OF SUCH INSIDE INFORMATION, AS PERMITTED BY MAR. UPON THE PUBLICATION OF THIS ANNOUNCEMENT, THIS INSIDE INFORMATION IS NOW CONSIDERED TO BE IN THE PUBLIC DOMAIN AND SUCH PERSONS SHALL THEREFORE CEASE TO BE IN POSSESSION OF INSIDE INFORMATION.**

For immediate release

17 September 2020

**Surgical Innovations Group plc**  
("SI", the "Group" or the "Company")

**Proposed Fundraise**  
**Launch of Placing via Accelerated Bookbuild**

Surgical Innovations Group plc (AIM: SUN), the designer, manufacturer and distributor of innovative technology for minimally invasive surgery, announces a proposed non-pre-emptive fundraise to raise gross proceeds of not less than £1.8m, at a price of 1.6 pence per new Ordinary Share (the "Issue Price") by way of a Placing and Subscription (together, the "Fundraise").

The Fundraise is being arranged within the Company's existing non pre-emptive authority and will therefore not be subject to shareholder approval.

The Placing is being conducted through an accelerated bookbuild ("ABB") process, to be launched immediately following this Announcement, and is subject to the terms and conditions set out in the Appendix to this Announcement.

Nplus1 Singer Capital Markets Limited (together with its associates, "N+1 Singer") is acting as sole broker in connection with the Fundraise.

**Highlights**

- The Fundraise will allow the Company to benefit from the organic growth opportunities available to it, and strengthen the balance sheet with increased available financial headroom from cash in addition to its existing borrowing facilities.

- The Fundraise follows the recovery in revenues experienced in the third quarter, and the further expected increase in levels of elective surgery being reported by key healthcare providers in the U.K. and overseas, as described in the Company's recent interim results announcement.
- The net proceeds will enable the Company to reinflate working capital as further anticipated recovery in activity occurs, and to invest in additional growth opportunities including new product development and the sustainability agenda that is driving awareness of interest in products such as the Company's Responsible range.
- The Fundraise is expected to include support from existing and new institutional and other investors, including substantial shareholder, Getz Healthcare.
- Certain Directors intend to participate in the Placing. Further details will be provided in the announcement of the result of the Fundraise.
- The Issue Price represents a discount of c.11.1 per cent. to the closing price of 1.8 pence on 16 September (being the last practicable trading day prior to release of this Announcement).
- The Fundraise is being implemented using the Company's existing non pre-emptive authority granted by shareholders at its Annual General Meeting held on 19 June 2019, enabling the issue of up to 157,513,235 new Ordinary Shares of 0.1p pence each (the "Fundraise Shares") (representing up to approximately 19.81 per cent. of its existing issued share capital).
- A binding commitment (the "Subscription Agreement") to subscribe at the Issue Price for Subscription Shares at an aggregate subscription amount of £400,000 has been received by the Company from Getz Healthcare, representing a subscription for 25,000,000 new Ordinary Shares (such commitment being included, along with firm indications received in connection with the Placing, in the minimum proposed Fundraise size of £1.8 m at the Issue Price).
- The timing of the closing of the book and allocations are at the absolute discretion of N+1 Singer and the Company. The result of the Fundraise will be announced as soon as practicable after the close of the ABB. The Placing is not being underwritten (in whole or in part) by N+1 Singer or any other person
- The Fundraise Shares will, when issued, be fully paid and will rank pari passu in all respects with each other and with the existing issued Ordinary Shares of the Company, including, without limitation, the right to receive all dividends and other distributions declared, made or paid after the date of issue.
- Application will be made to the London Stock Exchange (the "LSE") for admission of the Fundraise Shares to trading on AIM ("Admission"), which is expected to take place on or before 8.00 a.m. on 22 September 2020.
- The Fundraise is conditional upon, among other things, Admission becoming effective. The Placing is conditional upon the Subscription Agreement becoming unconditional and the Subscription Agreement is conditional upon the Placing Agreement becoming unconditional. Additionally, the Placing is conditional upon the placing agreement between the Company and N+1 Singer (the "Placing Agreement") not being terminated in accordance with its terms. Appendix 1 to this Announcement sets out further important information relating to the terms and conditions of the Placing.

### **Background and Reasons for the Fundraise**

The suspension of elective surgery in the UK and several other geographies in which the Company operates has resulted in short-term reductions in the Company's revenues in the first half of 2020. However, the Company has undertaken various cost-cutting / mitigation measures to manage its cash

resources, including: a large furloughing of staff and salary reductions for all personnel above the furlough threshold; and a reduction in operating expenses as a result of lower activity levels.

Additionally, the Company has rescheduled its debt repayment terms and obtained relief on financial covenants on its existing term loan facilities, and drawn down an additional £1.5m under the Coronavirus Business Interruption Loan Scheme (CBILS) from its lender, on less onerous covenant terms. These facilities are repayable in May 2022.

Since May 2020, the Company has seen an increase in its revenue resulting from a gradual re-opening of operating theatres for elective surgeries, a trend that is expected to continue in H2 2020 and beyond. Management considers the Company's existing financial headroom, consisting of £3.65m available to it in cash and undrawn bank debt (as at 31 August 2020) to be sufficient for current purposes.

The Fundraise is expected to provide additional financial flexibility to the Company to further support its growth through investment in new product development as well as capitalise on the growing drive towards sustainability within Global Healthcare Systems. The proceeds will be used to finance:

- New product development;
- Re-inflation of working capital; and
- Investment in sustainability support initiatives.

At the Issue Price, the maximum gross proceeds from the Fundraise (assuming full use of the available existing authority to allot new shares for cash at the Issue Price) would be £2.52 million.

### **Current Trading and Outlook**

The following text is extracted from the Company's interim results for the six months ended 30 June 2020, announced on 8 September 2020.

*Revenues for the first half of the year were significantly below the corresponding period last year at £2.59m (2019: £5.10m). As explained in the 28 May trading update, the Board indicated short-term reductions in revenues in the current year due to the suspension of elective surgery in the UK and several other major international markets in response to the Covid-19 pandemic. The overall effect was a reduction in revenues of approximately 50%, with the low point experienced in May.*

*Since the period end (six months ended 30 June 2020), revenues have continued to improve. In the current quarter to date, sales have recovered to a level exceeding 70% of that achieved in the corresponding period in the prior year, and there are good indications that this can be built upon going into the final quarter. We estimate that fourth quarter sales activity will range from 65% to 85% of prior year levels in our core markets. This encouraging picture underpins our planned return to normal working practices for sales and marketing teams imminently, and for operational activities to resume by the end of October 2020. Our people have shown huge commitment to the Company's future success, and we look forward to welcoming them back to full-time working.*

*The demand for elective surgery in all of our key markets continues to build; indeed, there is a growing backlog of urgent cases and an increasing recognition that safe working practices to segregate Covid-19 treatment from regular caseloads is essential. This pent-up demand, coupled with the sustainable and economic credentials of our responsible product offering, lead us to be confident of the prospects for continuing recovery and a return to profitable growth in coming months.*

### **Expected timetable of principal events:**

Announcement of Placing and Subscription	17 September 2020
Announcement of the results of the Fundraise	17 September 2020
Admission of the Placing Shares and the Subscription Shares to trading on AIM and commencement of dealings	8.00 a.m. on 22 September 2020
Expected date for CREST accounts to be credited in respect of Placing Shares and Subscription Shares in uncertificated form	22 September 2020

*(1) Each of the times and dates in the above timetable is subject to change. If any of the above times and/or dates change, the revised times and/or dates will be notified to shareholders by announcement on a Regulatory Information Service.*

*(2) All of the above times, and other time references in this Announcement, refer to London time.*

### **Principal risks and uncertainties**

Any investment in the Company's Ordinary Shares involves risks. The principal risks and uncertainties set out on pages 9 to 11 in the Company's most recent annual report (<https://www.sigroupplc.com/wp-content/uploads/2020/06/Annual-Report-2019.pdf>) are those that the Directors believe are most relevant to consider when making an investment in the Ordinary Shares. The list of risks and uncertainties outlined in the annual report is not exhaustive.

**The Appendix to this Announcement (which forms part of this Announcement) contains, amongst other things, details of the Terms and Conditions of the Placing and should be read in its entirety.**

**For the purposes of MAR and Article 2 of Commission Implementing Regulation (EU) 2016/1055, this Announcement is being made on behalf of the Company by Charmaine Day, Group Financial Controller and Company Secretary.**

### **For further information, please contact:**

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### **About Surgical Innovations Group plc**

Surgical Innovations is an AIM-listed specialist in the design, development and manufacture of creative solutions for use in minimally invasive surgery ('MIS') and industrial markets. Surgical's pioneering products are developed in close collaboration with international surgeons to ensure they meet patients' needs and remain at the forefront of innovations.

Based in Leeds, the SI product portfolio, including access devices and laparoscopic instruments, having applications in all MIS procedures across Bariatric, Colorectal, Gynaecological and Urological surgery with a broad international reach, working with 51 partners in 47 countries. The Company is market leader in Resposable™ systems (part re-usable, part disposable).

For more information please visit: [www.sigroupplc.com](http://www.sigroupplc.com)

### **Strategy**

The Group specialises in the design, manufacture, sale and distribution of innovative, high quality medical products, primarily for use in minimally invasive surgery. Our product and business development is guided and supported by a key group of nationally and internationally renowned surgeons across the spectrum of minimally invasive surgical activity.

We design and manufacture and source our branded port access systems, surgical instruments and retraction devices which are sold directly in the UK home market through our subsidiary, Elemental Healthcare ('Elemental'), and exported widely through a global network of trusted distribution partners. Many of our products in this field are based on a "resposable™" concept, in which the products are part re-usable, part disposable, offering a high quality and environmentally responsible solution at a cost that is competitive against fully disposable alternatives.

Elemental also has exclusive UK distribution for a select group of specialist products employed in laparoscopy, bariatric and metabolic surgery, hernia repair and breast reconstruction.

In addition, we design and develop medical devices for carefully selected OEM partners, and have also collaborated with a major UK industrial partner to provide precision engineering solutions to complex problems outside the medical arena.

We aim for our brands to be recognised and respected by healthcare professionals in all major geographical markets in which we operate and provide by development, partnership or acquisition a broad portfolio of cost effective, procedure specific surgical instruments and implantable devices that offer reliable solutions to genuine clinical needs in the operating theatre environment.

### **Operations**

The Group currently employs approximately 100 people across two sites in the UK. Product design, engineering and manufacturing are carried out at the SI site in Yorkshire. Commercial activities including marketing, UK distribution and international sales and marketing are based at Elemental Healthcare in Berkshire.

Elemental Healthcare was acquired by the Group on 1 August 2017, providing direct sales representation in the UK home market and a range of distribution products.

***Further information***

Further details of the Group's businesses are available on websites:

[www.sigroupplc.com](http://www.sigroupplc.com)

[www.surginno.com](http://www.surginno.com), and

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

Investors and others can register to receive regular updates by email at [si@walbrookpr.com](mailto:si@walbrookpr.com)

**APPENDIX - TERMS AND CONDITIONS OF THE PLACING**

**IMPORTANT INFORMATION FOR INVITED PLACEEES ONLY REGARDING THE PROPOSED PLACING OF NEW ORDINARY SHARES IN THE CAPITAL OF SURGICAL INNOVATIONS GROUP PLC (THE "COMPANY") (THE "PLACING").**

**THIS ANNOUNCEMENT, INCLUDING THIS APPENDIX AND THE INFORMATION CONTAINED HEREIN (TOGETHER THE "ANNOUNCEMENT") IS RESTRICTED AND IS NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, IN OR INTO OR FROM THE UNITED STATES (INCLUDING ITS TERRITORIES AND POSSESSIONS, ANY STATE OF THE UNITED STATES AND THE DISTRICT OF COLUMBIA) (THE "UNITED STATES" or "US"), AUSTRALIA, CANADA, THE REPUBLIC OF SOUTH AFRICA, JAPAN OR ANY OTHER JURISDICTION IN WHICH SUCH RELEASE, PUBLICATION OR DISTRIBUTION WOULD CONSTITUTE A VIOLATION OF THE RELEVANT LAWS OR REGULATIONS OF THAT JURISDICTION. THIS ANNOUNCEMENT HAS NOT BEEN APPROVED BY THE LONDON STOCK EXCHANGE PLC, NOR IS IT INTENDED THAT IT WILL BE SO APPROVED.**

**MEMBERS OF THE PUBLIC ARE NOT ELIGIBLE TO TAKE PART IN THE PLACING. THIS ANNOUNCEMENT IS DIRECTED ONLY AT 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: (1) IF IN THE UNITED KINGDOM OR A MEMBER STATE OF THE EUROPEAN ECONOMIC AREA ("EEA"), QUALIFIED INVESTORS AS DEFINED IN ARTICLE 2(E) OF REGULATION (EU) 2017/1129 (THE "PROSPECTUS REGULATION"); (2) IF IN THE UNITED KINGDOM, QUALIFIED INVESTORS WHO EITHER (A) FALL WITHIN ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005, AS AMENDED (THE "ORDER") (INVESTMENT PROFESSIONALS); (B) FALL WITHIN ARTICLE 49(2)(A) TO (D) OF THE ORDER (HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS, ETC); OR (C) PERSONS TO WHOM IT MAY LAWFULLY OTHERWISE BE COMMUNICATED (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS "RELEVANT PERSONS").**

**THIS ANNOUNCEMENT MUST NOT BE ACTED ON OR RELIED ON BY PERSONS WHO ARE NOT RELEVANT PERSONS. BY ACCEPTING THE TERMS OF THIS ANNOUNCEMENT YOU REPRESENT AND AGREE THAT YOU ARE A RELEVANT PERSON. ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THIS ANNOUNCEMENT RELATES IS AVAILABLE**

**ONLY TO RELEVANT PERSONS AND WILL BE ENGAGED IN ONLY WITH RELEVANT PERSONS. THIS ANNOUNCEMENT DOES NOT ITSELF CONSTITUTE AN OFFER FOR SALE OR SUBSCRIPTION OF ANY SECURITIES IN THE COMPANY. DISTRIBUTION OF THIS ANNOUNCEMENT IN CERTAIN JURISDICTIONS MAY BE RESTRICTED OR PROHIBITED BY LAW. PERSONS DISTRIBUTING THIS ANNOUNCEMENT MUST SATISFY THEMSELVES THAT IT IS LAWFUL TO DO SO.**

**THE PLACING SHARES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT 1933, AS AMENDED (THE "SECURITIES ACT") OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR JURISDICTION OF THE UNITED STATES, AND MAY NOT BE OFFERED, SOLD, DELIVERED OR TRANSFERRED, DIRECTLY OR INDIRECTLY, IN OR INTO THE UNITED STATES EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN COMPLIANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. SUBJECT TO CERTAIN EXCEPTIONS AND AT THE SOLE DISCRETION OF THE COMPANY, THE PLACING SHARES ARE BEING OFFERED AND SOLD ONLY OUTSIDE THE UNITED STATES IN "OFFSHORE TRANSACTIONS" WITHIN THE MEANING OF, AND IN ACCORDANCE WITH, REGULATIONS UNDER THE SECURITIES ACT AND OTHERWISE IN ACCORDANCE WITH APPLICABLE LAWS. NO PUBLIC OFFERING OF THE PLACING SHARES IS BEING MADE IN THE UNITED STATES, THE UNITED KINGDOM OR ELSEWHERE. NO MONEY, SECURITIES OR OTHER CONSIDERATION FROM ANY PERSON INSIDE THE UNITED STATES IS BEING SOLICITED AND, IF SENT IN RESPONSE TO THE INFORMATION CONTAINED IN THIS ANNOUNCEMENT, WILL NOT BE ACCEPTED. NO PUBLIC OFFERING OF THE PLACING SHARES IS BEING MADE IN THE UNITED STATES OR IN ANY COUNTRY OR JURISDICTION WHERE ANY ACTION FOR THAT PURPOSE IS REQUIRED.**

**EACH PLACEE SHOULD CONSULT WITH ITS OWN ADVISERS AS TO LEGAL, TAX, BUSINESS AND RELATED ASPECTS OF AN INVESTMENT IN PLACING SHARES. THE DISTRIBUTION OF THIS ANNOUNCEMENT, ANY PART OF IT OR ANY INFORMATION CONTAINED IN IT MAY BE RESTRICTED BY LAW IN CERTAIN JURISDICTIONS, AND ANY PERSON INTO WHOSE POSSESSION THIS ANNOUNCEMENT, ANY PART OF IT OR ANY INFORMATION CONTAINED IN IT COMES SHOULD INFORM THEMSELVES ABOUT, AND OBSERVE, ANY SUCH RESTRICTIONS.**

No action has been taken by the Company, Nplus1 Singer Advisory LLP ("**N+1 Singer**"), or any of their respective affiliates, agents, directors, officers or employees ("**Representatives**") that would permit an offer of the Placing Shares or possession or distribution of this Announcement or any other offering or publicity material relating to such Placing Shares in any jurisdiction where action for that purpose is required.

This Announcement or any part of it does not constitute or form part of any offer to issue or sell, or the solicitation of an offer to acquire, purchase or subscribe for, any securities in the United States (including its territories and possessions, any state of the United States and the District of Columbia), Australia, Canada, the Republic of South Africa or Japan or any other jurisdiction in which the same would be unlawful. No public offering of the Placing Shares is being made in any such jurisdiction. Any failure to comply with these restrictions may constitute a violation of securities laws of such jurisdictions.

All offers of the Placing Shares in the United Kingdom or the EEA will be made pursuant to an exemption under the Prospectus Regulation from the requirement to produce a prospectus. No prospectus will be made available in connection with the matters contained in this announcement and no such prospectus is required (in accordance with the Prospectus Regulation) to be published. In the United Kingdom, this Announcement is being directed solely at persons in circumstances in which section 21(1) of the Financial Services and Markets Act 2000 (as amended) (the "**FSMA**") does not require the approval of the relevant communication by an authorised person.

The Placing Shares have not been approved or disapproved by the US Securities and Exchange Commission, any state securities commission or other regulatory authority in the United States, nor have any of the foregoing authorities passed upon or endorsed the merits of the Placing or the accuracy or adequacy of this Announcement. Any representation to the contrary is a criminal offence in the United States. The relevant clearances have not been, nor will they be, obtained from the securities commission of any province or territory of Canada, no prospectus has been lodged with, or registered by, the Australian Securities and Investments Commission or the Japanese Ministry of Finance; the relevant clearances have not been, and will not be, obtained for the South Africa Reserve Bank or any other applicable body in the Republic of South Africa in relation to the Placing Shares and the Placing Shares have not been, nor will they be, registered under or offering in compliance with the securities laws of any state, province or territory of the United States, Australia, Canada, the Republic of South Africa or Japan. Accordingly, the Placing Shares may not (unless an exemption under the relevant securities laws is applicable) be offered, sold, resold or delivered, directly or indirectly, in or into the United States, Australia, Canada, the Republic of South Africa or Japan or any other jurisdiction outside the United Kingdom.

Persons (including, without limitation, nominees and trustees) who have a contractual right or other legal obligations to forward a copy of this Announcement should seek appropriate advice (the contents and cost of which neither the Company nor N+1 Singer shall be responsible for) before taking any action.

Any indication in this Announcement of the price at which the existing ordinary shares in the capital of the Company have been bought or sold in the past cannot be relied upon as a guide to future performance. Persons needing advice should consult an independent financial adviser. No statement in this Announcement is intended to be a profit forecast and no statement in this Announcement should be interpreted to mean that earnings per share of the Company for the current or future financial years would necessarily match or exceed the historical published earnings per share of the Company.

This Announcement may include certain "forward-looking statements" and "forward-looking information" under applicable securities laws. Except for statements of historical fact, certain information contained herein constitutes forward-looking statements. Forward-looking statements are frequently characterised by words such as "plan", "expect", "project", "intend", "believe", "anticipate", "estimate", and other similar words, or statements that certain events or conditions "may" or "will" occur. Forward-looking statements are based on the opinions and estimates of management at the date the statements are made, and are based on a number of assumptions and subject to a variety of risks and uncertainties and other factors that could cause actual events or results to differ materially from those projected in the forward-looking statements. Assumptions upon which such forward-looking statements are based include that all required third party regulatory and governmental approvals will be obtained. Many of these assumptions are based on factors and events that are not within the control of the Company



and there is no assurance they will prove to be correct. Factors that could cause actual results to vary materially from results anticipated by such forward-looking statements include changes in market conditions and other risk factors discussed or referred to in this announcement and other documents filed with the applicable securities regulatory authorities. Although the Company has attempted to identify important factors that could cause actual actions, events or results to differ materially from those described in forward-looking statements, there may be other factors that cause actions, events or results not to be anticipated, estimated or intended. There can be no assurance that forward-looking statements will prove to be accurate, as actual results and future events could differ materially from those anticipated in such statements. Neither the Company nor N+1 Singer assume any responsibility or obligation to update forward-looking statements if circumstances or management's estimates or opinions should change except as required by applicable securities laws. The reader is cautioned not to place undue reliance on forward-looking statements.

This Announcement should be read in its entirety. In particular, you should read and understand the information provided in this "Important Information" section of this Announcement.

By participating in the accelerated bookbuilding process (the "**Bookbuilding Process**") and the Placing, each person who is invited to and who chooses to participate in the Placing (a "**Placee**") will be deemed to have read and understood this Announcement in its entirety, to be participating, making an offer and acquiring Placing Shares on the terms and conditions contained herein and to be providing the representations, warranties, indemnities, acknowledgements and undertakings contained in this Appendix.

In particular, each such Placee represents, warrants, undertakes, agrees and acknowledges (amongst other things) to N+1 Singer and the Company that:

- 1 it is a Relevant Person and undertakes that it will acquire, hold, manage or dispose of any Placing Shares that are allocated to it for the purposes of its business;
- 2 in the case of a Relevant Person in a member state of the EEA or the United Kingdom (each a "**Relevant State**") who acquires or purchases any Placing Shares pursuant to the Placing:
  - 2.1 it is a Qualified Investor within the meaning of Article 2(e) of the Prospectus Regulation;
  - 2.2 in the case of any Placing Shares acquired by it as a financial intermediary, as that term is used in Article 5(1) of the Prospectus Regulation:
    - 2.2.1 the Placing Shares acquired by it in the Placing have not been acquired on behalf of, nor have they been acquired with a view to their offer or resale to, persons in any Relevant State other than Qualified Investors or in circumstances in which the prior consent of N+1 Singer has been given to the offer or resale; or
    - 2.2.2 where Placing Shares have been acquired by it on behalf of persons in a Relevant State other than Qualified Investors, the offer of those Placing Shares to it is not treated under the Prospectus Regulation as having been made to such persons;

- 3 it is acquiring and/or purchasing the Placing Shares for its own account or is acquiring and/or purchasing the Placing Shares for an account with respect to which it exercises sole investment discretion and has the authority to make and does make the representations, warranties, indemnities, acknowledgements, undertakings and agreements contained in this Announcement (including the Appendix);
- 4 it understands (or if acting for the account of another person, such person has confirmed that such person understands) the resale and transfer restrictions set out in this Appendix;
- 5 except as otherwise permitted by the Company and subject to any available exemptions from applicable securities laws, it (and any account referred to in paragraph 3 above) is outside the United States acquiring and/or purchasing the Placing Shares in "offshore transactions" as defined in and in accordance with Regulation S under the Securities Act; and
- 6 N+1 Singer and the Company will rely upon the truth and accuracy of the foregoing representations, warranties, agreements and acknowledgements.

#### **No prospectus or other offering document**

The Placing Shares are being offered to a limited number of specifically invited persons only and will not be offered in such a way as to require any prospectus or other offering document to be published. No prospectus or other offering document has been or will be submitted to be approved by the UK Financial Conduct Authority (the "**FCA**") and no such prospectus is required in relation to the Placing or the Placing Shares and Placees' commitments will be made solely on the basis of the information contained in this Announcement and any information publicly announced through a Regulatory Information Service (as defined in the AIM Rules for Companies (the "**AIM Rules**")) by or on behalf of the Company on or prior to the date of this Announcement (the "**Publicly Available Information**") and subject to any further terms set forth in the form of confirmation to be sent to individual Placees.

#### **Bases of participation in the Placing**

Each Placee, by participating in the Placing, agrees that the content of this Announcement is exclusively the responsibility of the Company and confirms that it has neither received nor relied on any information (other than the Publicly Available Information), representation, warranty or statement made by or on behalf of N+1 Singer, the Company or any other person acting on such person's behalf and neither N+1 Singer, the Company nor any other person acting on such person's behalf nor any of their respective Representatives has or shall have any liability for any Placee's decision to participate in the Placing based on any other information, representation, warranty or statement which the Placee may have obtained or received (regardless of whether or not such information, representation, warranty or statement was given or made by or on behalf of any such persons). 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. No Placee should consider any information in this Announcement to be legal, tax or business advice. Nothing in this paragraph shall exclude the liability of any person for fraudulent misrepresentation made by that person.

#### **Details of the Placing Agreement and the Placing Shares**

N+1 Singer has today entered into a placing agreement (the "**Placing Agreement**") with the Company under which, on the terms and subject to the conditions set out in the Placing Agreement, N+1 Singer, as agent for and on behalf of the Company, have agreed to use their reasonable endeavours to procure subscribers for the Placing Shares at the Issue Price. The Placing and the Subscription are not being underwritten (in whole or in part) by N+1 Singer or any other person.

The number of Placing Shares and Subscription Shares will be determined following completion of the Bookbuilding Process as set out in this Announcement. The timing of the closing of the Bookbuilding Process and the number of Placing Shares and allocations are at the discretion of N+1 Singer, in consultation with the Company, and a further announcement confirming these details will be made in due course.

The Placing Shares will, when issued, be subject to the articles of association of the Company and credited as fully paid and will rank *pari passu* in all respects with the existing issued ordinary shares of 1 pence each ("**Ordinary Shares**") in the capital of the Company, including the right to receive all dividends and other distributions declared, made or paid in respect of such Ordinary Shares after the date of issue of the Placing Shares.

#### **Application for admission to trading**

Application will be made to London Stock Exchange plc (the "**London Stock Exchange**") for admission of the Placing Shares and the Subscription Shares to trading on AIM in accordance with the London Stock Exchange's AIM Rules ("**Admission**").

It is expected that Admission will take place no later than 8 am on 22 September 2020 and that dealings in the Placing Shares on AIM will commence at the same time.

#### **The Bookbuilding Process**

N+1 Singer will, following this Announcement, commence the Bookbuilding Process to determine demand for participation in the Placing by potential Placees at the Issue Price (as defined below). This Appendix gives details of the terms and conditions of, and the mechanics of participation in, the Placing. The book will be open with immediate effect. No commissions will be paid to Placees or by Placees in respect of any Placing Shares.

N+1 Singer and the Company shall be entitled to effect the Placing by such alternative method to the Bookbuilding Process as they may, in their sole discretion, determine.

#### **Principal terms of the Placing**

- 1 N+1 Singer is acting as nominated adviser, financial adviser and broker to the Placing, as agent for and on behalf of the Company. N+1 Singer is authorised and regulated in the United Kingdom by the FCA and is acting exclusively for the Company and no one else in connection with the matters referred to in this Announcement and will not be responsible to anyone other than the Company for providing the protections afforded to the customers of N+1 Singer or for providing advice in relation to the matters described in this Announcement.
- 2 Participation in the Placing will only be available to persons who may lawfully be, and are, invited by N+1 Singer to participate. N+1 Singer and any of its affiliates are entitled to enter bids in the Bookbuilding Process.

- 3 The price per Placing Share (the "**Issue Price**") is fixed at 1.6 pence and is payable to N+1 Singer by all Placees whose bids are successful. To bid in the Bookbuilding Process, Placees should communicate their bid by telephone or in writing (including by email) to their usual sales contact at N+1 Singer. Each bid should state the number of Placing Shares which a prospective Placee wishes to subscribe for or purchase at the Issue Price.
- 4 Each Placee's allocation is determined by N+1 Singer in their discretion following consultation with the Company and will be confirmed orally or in writing (including by email) by N+1 Singer following the close of the Bookbuilding Process. N+1 Singer may choose to accept bids, either in whole or in part, on the basis of allocations determined at their absolute discretion, in consultation with the Company, and may scale down any bids for this purpose on such basis as they may determine or be directed. The Bookbuilding Process is expected to close by 17 September 2020 but may be closed earlier or later at the discretion of N+1 Singer. N+1 Singer may, in agreement with the Company, accept bids that are received after the Bookbuilding Process has closed. The Company reserves the right (upon agreement of N+1 Singer) to reduce the amount to be raised pursuant to the Placing in its discretion.
- 5 Following the provision of the confirmation referred to in paragraph 4 above, each Placee's allocation and commitment will be evidenced by a contract note or electronic communication issued to such Placee by N+1 Singer. The terms of this Appendix will be deemed incorporated in that contract note or electronic communication.
- 6 Each Placee's allocation and commitment to acquire Placing Shares will be made on the terms and subject to the conditions in this Appendix and the Company's articles of association and will give rise to a legally binding commitment by the Placee concerned in favour of N+1 Singer and the Company and except with the N+1 Singer's consent will not be capable of variation or revocation after the time at which it is submitted. Each Placee will have an immediate, separate, irrevocable and binding obligation, owed to N+1 Singer (as agent for the Company), to pay to it (or as it may direct) in cleared funds an amount equal to the product of the Issue Price and the number of Placing Shares such Placee has agreed to subscribe for and/or purchase and the Company has agreed to allot and issue to that Placee.
- 7 Except as required by law, regulation or the rules of any stock exchange to which the Company is subject, no press release or other announcement will be made by N+1 Singer or the Company using the name of any Placee (or its agent), in its capacity as Placee (or agent), other than with such Placee's prior written consent.
- 8 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 same time, on the basis explained below under "**Registration and Settlement**".
- 9 All obligations of N+1 Singer under the Bookbuilding Process and Placing will be subject to fulfilment of the conditions referred to below under "**Conditions of the Placing**" and to the Placing not being terminated on the basis referred to below under "**Termination of the Placing**".

- 10 By participating in the Bookbuilding Process, each Placee will agree 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.
- 11 To the fullest extent permissible by law and applicable FCA rules, none of (a) N+1 Singer, (b) any of N+1 Singer's affiliates, agents, directors, officers, consultants, partners or employees; (c) to the extent not contained within (a) or (b), any person connected with N+1 Singer as defined in the Financial Services and Markets Act 2000 ("**FSMA**") ((c) being "**affiliates**" and individually an "**affiliate**" of N+1 Singer); nor (d) any person acting on N+1 Singer's behalf, shall have any liability (including to the extent permissible by law, any fiduciary duties) to Placees or to any other person whether acting on behalf of a Placee or otherwise. In particular, neither N+1 Singer nor any of its respective affiliates shall have any liability (including, to the extent permissible by law, any fiduciary duties) in respect of their conduct of the Bookbuilding Process or of such alternative method of effecting the Placing as N+1 Singer and the Company may agree.

### **Registration and Settlement**

If Placees are allocated any Placing Shares in the Placing they will be sent a contract note or electronic confirmation by N+1 Singer which will confirm the number of Placing Shares allocated to them, the Issue Price and the aggregate amount owed by them to N+1 Singer.

Each Placee will be deemed to agree that it will do all things necessary to ensure that delivery and payment is completed as directed by N+1 Singer in accordance with either the standing CREST or certificated settlement instructions which they have in place with the N+1 Singer.

Settlement of transactions in the Placing Shares (ISIN: GB0004016704) following Admission will take place within the CREST system, subject to certain exceptions. Settlement through CREST is expected to take place on 22 September 2020 unless otherwise notified by N+1 Singer and Admission is expected to occur no later than 8.00 a.m. on 22 September 2020 unless otherwise notified by N+1 Singer. Settlement will be on a delivery versus payment basis. However, in the event of any difficulties or delays in the admission of the Placing Shares to CREST or the use of CREST in relation to the Placing, the Company and N+1 Singer may agree that the Placing Shares should be issued in certificated form. N+1 Singer reserves the right to require settlement for the Placing Shares, and to deliver the Placing Shares to Placees, by such other means as they deem necessary if delivery or settlement to Placees is not practicable within the CREST system or would not be consistent with regulatory requirements in a Placee's jurisdiction.

Interest is chargeable daily on payments not received from Placees on the due date in accordance with the arrangements set out above, in respect of either CREST or certificated deliveries, at the rate of 2 percentage points above prevailing LIBOR as determined by N+1 Singer.

Each Placee is deemed to agree that if it does not comply with these obligations: (i) the Company may release itself (if it decides in its absolute discretion to do so) and will be released from all obligations it may have to issue any such Placing Shares to such Placee or at its direction which are then unissued or not paid for; (ii) the Company may exercise all rights of lien, forfeiture and set-off over and in respect of any Placing Shares to the fullest extent permitted under its articles of association or otherwise by law and to the extent that such Placee then has any interest in or rights in respect of any Placing Shares; (iii) the Company or N+1 Singer may

sell (and each of them is irrevocably authorised by such Placee to do so) all or any Placing Shares on such Placee's behalf and then retain from the proceeds, for the account and benefit of the Company or, where applicable, N+1 Singer up to (a) any amount up to the total amount due to it as, or in respect of, subscription and/or purchase monies, or as interest on such monies, for any Placing Shares, (b) any amount required to cover any stamp duty or stamp duty reserve tax (together with any interest or penalties) arising on the sale of such Placing Shares on such Placee's behalf, and (c) any amount required to cover dealing costs and/or commissions necessarily or reasonably incurred by it in respect of such sale; and (d) such Placee shall remain liable to the Company (and to N+1 Singer as applicable) for the full amount of any losses or shortfall and of any costs which it may suffer or incur as a result of it (i) not receiving payment in full for such Placing Shares by the required time, and/or (ii) the sale of any such Placing Shares to any other person at whatever price and on whatever terms actually obtained for such sale by or for it. By communicating a bid for Placing Shares, each Placee confers on N+1 Singer all such authorities and powers necessary to carry out any such sale under this paragraph and agrees to ratify and confirm all actions which N+1 Singer lawfully takes in pursuance of such sale.

If Placing Shares are to be delivered to a custodian or settlement agent, Placees must ensure that, upon receipt, the conditional contract note or electronic confirmation is copied and delivered immediately to the relevant person within that organisation. Insofar as Placing Shares are registered in a Placee's name or that of its nominee or in the name of any person for whom a Placee is contracting as agent or that of a nominee for such person, such Placing Shares should, subject as provided below, be so registered free from any liability to United Kingdom stamp duty or stamp duty reserve tax. If there are any circumstances in which any United Kingdom stamp duty or stamp duty reserve tax or other similar taxes or duties (including any interest and penalties relating thereto) is payable in respect of the allocation, allotment, issue, sale, transfer or delivery of the Placing Shares (or, for the avoidance of doubt, if any stamp duty or stamp duty reserve tax is payable in connection with any subsequent transfer or arrangement to transfer the Placing Shares), N+1 Singer and the Company shall not be responsible for the payment thereof. Placees will not be entitled to receive any fee or commission in connection with the Placing.

### **Conditions of the Placing**

The Placing is conditional upon the Placing Agreement becoming unconditional and not having been terminated in accordance with its terms.

The obligations of N+1 Singer under the Placing Agreement are, and the Placing is, conditional upon, inter alia:

- (a) the publication of the Placing Results Press Announcement on the date of this Announcement (or such other time and date as may be agreed between the Company and N+1 Singer);
- (b) none of the representations, warranties or undertakings referred to in the Placing Agreement being breached or unfulfilled or being untrue, inaccurate or misleading when made and none of the warranties and undertakings being breached or unfulfilled or being untrue, inaccurate or misleading were it to be repeated by reference to the facts and circumstances then subsisting; the performance by the Company of its obligations under the Placing Agreement to the extent that they fall to be performed

prior to Admission, including the delivery of the agreements entered into with those persons who are subscribing for Subscription Shares;

- (c) no matter having arisen before Admission which could reasonably be expected to give rise to an indemnity claim under the Placing Agreement;
- (d) there having not occurred, in the opinion of N+1 Singer (acting in good faith), a development or event which will or is reasonably likely to have a material adverse change since the date of the Placing Agreement and at any time prior to Admission (whether or not foreseeable at the date of the Placing Agreement);
- (e) the Company having allotted, subject only to Admission, the Placing Shares and the Subscription Shares; and
- (f) Admission occurring by not later than 8.00 a.m. on 22 September 2020 (or such later date as the Company and N+1 Singer may agree in writing, in any event being not later than 8.00 a.m. on 6 October 2020),

(all conditions to the obligations of N+1 Singer included in the Placing Agreement being together, the "**conditions**").

If any of the conditions is not fulfilled or, where permitted, waived or extended in accordance with the Placing Agreement within the stated time periods (or such later time and/or date as the Company and N+1 Singer may agree), or the Placing Agreement is terminated in accordance with its terms (as to which, see "**Termination of the Placing**"), the Placing will cease and determine and the Placee's rights and obligations shall cease and terminate at such time 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.

By participating in the Bookbuilding Process, each Placee agrees that its rights and obligations cease and terminate only in the circumstances described above and under "**Termination of the Placing**" below and will not be capable of rescission or termination by it after the issue by N+1 Singer of a contract note or electronic confirmation following the close of the Bookbuilding Process and confirming each Placee's allocation and commitment in the Placing.

Certain conditions may be waived in whole or in part by N+1 Singer by notice in writing to the Company and N+1 Singer may also agree in writing with the Company to extend the time for satisfaction of any condition, save that the condition relating to Admission may not be waived. Any such extension or waiver will not affect Placees' commitments as set out in this Announcement.

N+1 Singer may terminate the Placing Agreement in certain circumstances, details of which are set out below.

Neither N+1 Singer, the Company nor any of their respective affiliates, agents, directors, officers, employees 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 any of them may make as to whether or not to waive or to extend the time and/or date for the satisfaction of any condition to the Placing nor for any decision any of them 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 N+1 Singer and the Company.

### **Termination of the Placing**

N+1 Singer may terminate the Placing Agreement, in accordance with its terms, at any time prior to Admission if, inter alia:

- 1 any statement contained in the Placing Documents has become or been discovered to be untrue or inaccurate in any material respect or misleading in any respect or that there has been a material omission therefrom; or
- 2 in the opinion of N+1 Singer (acting in good faith), any of the warranties have been breached or there is a fact or matter which would or is reasonably likely to, in the opinion of N+1 Singer (acting in good faith) constitute a breach of any of the warranties; or
- 3 there has been a material breach by the Company of any of its undertakings or other obligations under the Placing Agreement;
- 4 in the opinion of N+1 Singer (acting in good faith), there has been a material adverse change or any development involving a prospective material adverse change in or affecting, the operations, the condition (financial, operational, legal or otherwise) or in the earnings, management, business affairs, solvency, business prospects or financial prospects of the Company and/or the Company's group (taken as a whole), whether or not arising in the ordinary course of business; or
- 5 in the absolute discretion of N+1 Singer (acting in good faith) there has been: a change or development (whether or not foreseeable at the date of the Placing Agreement) in any national or international financial, political, market, legal or operating conditions in any of the countries in which the Group operates, or an outbreak or escalation of hostilities, or any other calamity or crisis (including any deterioration, or escalation, after the date of the Placing Agreement, in the COVID-19 pandemic or any other epidemic and/or pandemic); a suspension or material limitation in trading in securities generally on the London Stock Exchange or any other major financial market; or a material disruption in commercial banking or securities settlement or clearance services in the United Kingdom, the United States or any Member of the European Union.

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 and no claim can be made by any Placee in respect thereof.

By participating in the Bookbuilding Process, each Placee agrees with the Company and N+1 Singer that the exercise by the Company or N+1 Singer of any right of termination or any other right or other discretion under the Placing Agreement shall be within the absolute discretion of the Company or N+1 Singer and that neither of the Company nor N+1 Singer need make any reference to such Placee and that neither N+1 Singer, the Company, nor any of their respective Representatives shall have any liability to such Placee (or to any other person whether acting on behalf of a Placee or otherwise) whatsoever in connection with any such exercise.

By participating in the Placing, each Placee agrees that its rights and obligations terminate only in the circumstances described above and under the "**Conditions of the Placing**" section above and will not be capable of rescission or termination by it after the issue by N+1 Singer of a contract note or electronic confirmation confirming each Placee's allocation and commitment in the Placing.



## Representations, warranties and further terms

By submitting a bid in the Bookbuilding Process, each prospective Placee (and any person acting on such Placee's behalf) irrevocably confirms, represents, warrants, acknowledges and agrees (for itself and for any such prospective Placee) that (save where N+1 Singer expressly agrees in writing to the contrary):

- 1 it has read and understood this Announcement in its entirety and that its acquisition of the Placing Shares is subject to and based upon all the terms, conditions, representations, warranties, indemnities, acknowledgements, agreements and undertakings and other information contained herein and that it has not relied on, and will not rely on, any information given or any representations, warranties or statements requested or 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 and the Publicly Available Information;
- 2 it has not received a prospectus or other offering document in connection with the Placing and acknowledges that no prospectus or other offering document: (a) is required under the Prospectus Regulation; and (b) has been or will be prepared in connection with the Placing;
- 3 the Ordinary Shares are admitted to trading on AIM, and that the Company is therefore required to publish certain business and financial information in accordance with the AIM Rules and the Market Abuse Regulation (EU Regulation No. 596/2014 (the "**MAR**")), which includes a description of the nature of the Company's business and the Company's most recent balance sheet and profit and loss account and that it is able to obtain or access such information without undue difficulty, and is able to obtain access to such information or comparable information concerning any other publicly traded company without undue difficulty;
- 4 it has made its own assessment of the Placing and the Placing Shares and has relied on its own investigation of the business, financial or other position of the Company in accepting a participation in the Placing and neither N+1 Singer, nor the Company nor any of their respective Representatives nor any person acting on behalf of any of them has provided, and will not provide, it with any material regarding the Placing Shares or the Company or any other person other than the information in this Announcement, or the Publicly Available Information; nor has it requested N+1 Singer, the Company, any of their respective Representatives or any person acting on behalf of any of them to provide it with any such information;
- 5 N+1 Singer, nor any person acting on behalf of it or any of its Representatives has or shall have any liability for any Publicly Available Information, or any representation relating to the Company, provided that nothing in this paragraph excludes the liability of any person for fraudulent misrepresentation made by that person;
- 6 the only information on which it is entitled to rely on and on which it has relied in committing to acquire the Placing Shares is contained in this Announcement and the Publicly Available Information, such information being all that it deems necessary to make an investment decision in respect of the Placing Shares and it has made its own assessment of the Company, the Placing Shares and the terms of the Placing based on this Announcement and the Publicly Available Information;

- 7 N+1 Singer, the Company nor any of their respective Representatives have made any representation or warranty to it, express or implied, with respect to the Company, the Placing or the Placing Shares or the accuracy, completeness or adequacy of the Publicly Available Information and agrees that neither the Company, N+1 Singer, nor any of their respective Representatives will have any liability for any other information or representation and the Placee irrevocably and unconditionally waives any rights it may have in respect of any other information or representation;
- 8 it has conducted its own investigation of the Company, the Placing (including its terms and conditions) and the Placing Shares, satisfied itself that the information is still current and relied on that investigation for the purposes of its decision to participate in the Placing;
- 9 it has not relied on any information relating to the Company contained in any research reports prepared by N+1 Singer, its respective affiliates or any person acting on their or any of their respective affiliates' behalf and understands that (i) neither N+1 Singer, nor any of its respective affiliates nor any person acting on their behalf has or shall have any liability for public information or any representation; (ii) neither N+1 Singer, nor any of its respective affiliates, nor any person acting on their behalf has or shall have any liability for any additional information that has otherwise been made available to such Placee, whether at the date of publication, the date of this Announcement or otherwise; and that (iii) neither the Company, N+1 Singer, nor any of their respective affiliates, nor any person acting on their behalf makes any representation or warranty, express or implied, as to the truth, accuracy, adequacy or completeness of such information, whether at the date of publication, the date of this Announcement or otherwise;
- 10 it has not relied on any investigation that N+1 Singer or any person acting on its behalf may have conducted with respect to the Company, the Placing or the Placing Shares;
- 11 the content of this Announcement and the Publicly Available Information has been prepared by and is exclusively the responsibility of the Company and that neither N+1 Singer nor any of its respective Representatives or any persons acting on its behalf is responsible for or has or shall have any liability for any information, representation, warranty or statement relating to the Company contained in this Announcement or the Publicly Available Information nor will they be liable for any Placee's decision to participate in the Placing based on any information, representation, warranty or statement contained in this Announcement, the Publicly Available Information or otherwise. Nothing in this Appendix shall exclude any liability of any person for fraudulent misrepresentation;
- 12 the Placing Shares have not been registered or otherwise qualified, and will not be registered or otherwise qualified, for offer and sale nor will a prospectus be cleared or approved in respect of any of the Placing Shares under the securities laws of the United States, or any state or other jurisdiction of the United States, Australia, Canada, the Republic of South Africa or Japan and, subject to certain exceptions, may not be offered, sold, taken up, renounced or delivered or transferred, directly or indirectly, within the United States, Australia, Canada, the Republic of South Africa or Japan or in any country or jurisdiction where any such action for that purpose is required;
- 13 it and/or each person on whose behalf it is participating:

- 13.1 is entitled to acquire Placing Shares pursuant to the Placing under the laws and regulations of all relevant jurisdictions;
  - 13.2 has fully observed such laws and regulations;
  - 13.3 has capacity and authority and is entitled to enter into and perform its obligations as an acquirer of Placing Shares and will honour such obligations;
  - 13.4 has obtained all governmental and other guarantees and other necessary consents and authorities (including, without limitation, in the case of a person acting on behalf of a Placee, all guarantees and necessary consents and authorities to agree to the terms set out or referred to in this Appendix) under those laws or otherwise and complied with all necessary formalities to enable it to enter into the transactions contemplated hereby and to perform its obligations in relation thereto and, in particular, if it is a pension fund or investment company it is aware of and acknowledges it is required to comply with all applicable laws and regulations with respect to its subscription for Placing Shares and that its acquisition and/or subscription of Placing Shares is in full compliance with applicable laws and regulations;
  - 13.5 it has paid any issue, transfer or other taxes due in connection with its participation in any territory; and
  - 13.6 it has not taken any action which will or may result in the Company, N+1 Singer, any of their respective affiliates or any person acting on their behalf being in breach of the legal and/or regulatory requirements of any territory in connection with the Placing;
- 14 it is not, and any person who it is acting on behalf of is not, and at the time the Placing Shares are acquired and/or subscribed will not be, a resident of, or with an address in, or subject to the laws of, the United States, Australia, Canada, the Republic of South Africa or Japan, and it acknowledges and agrees that the Placing Shares have not been and will not be registered or otherwise qualified under the securities legislation of the United States, Australia, Canada, the Republic of South Africa or Japan and may not be offered, sold, or acquired, directly or indirectly, within those jurisdictions;
  - 15 the Placing Shares have not been, and will not be, registered under the Securities Act and may not be offered, sold or resold in or into or from the United States except pursuant to an effective registration under the Securities Act, or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in accordance with applicable state securities laws; and no representation is being made as to the availability of any exemption under the Securities Act for the reoffer, resale, pledge or transfer of the Placing Shares;
  - 16 it and the beneficial owner of the Placing Shares 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" as defined in, and in accordance with, Regulation S under the Securities Act;
  - 17 it (and any account for which it is purchasing) is not acquiring the Placing Shares with a view to any offer, sale or distribution thereof within the meaning of the Securities Act, and it has full power to make the representations, warranties, indemnities,

acknowledgements, agreements and undertakings herein on behalf of each such account;

18 it will not offer, sell, transfer, pledge or otherwise dispose of any Placing Shares except:

18.1 in an offshore transaction in accordance with Rules 903 or 904 of Regulation S under the Securities Act; or

18.2 pursuant to another exemption from registration under the Securities Act, if available, and in each case in accordance with all applicable securities laws of the states of the United States and other jurisdictions;

19 it understands that the Placing Shares are expected to be issued and/or transferred to it through CREST but may be issued and/or transferred to it in certificated, definitive form and acknowledges and agrees that the Placing Shares will, if required, to the extent they are delivered in certificated form, bear a legend to the following effect unless agreed otherwise with the Company:

"THESE SECURITIES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR UNDER THE APPLICABLE SECURITIES LAWS OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES, AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (A) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (B) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT OR (C) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND, IN EACH CASE, IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE SECURITIES MAY NOT BE DEPOSITED INTO ANY UNRESTRICTED DEPOSITARY RECEIPT FACILITY IN RESPECT OF THE COMPANY'S SECURITIES ESTABLISHED OR MAINTAINED BY A DEPOSITARY BANK. EACH HOLDER, BY ITS ACCEPTANCE OF THESE SHARES, REPRESENTS THAT IT UNDERSTANDS AND AGREES TO THE FOREGOING RESTRICTIONS.";

20 it is not taking up the Placing Shares as a result of any "general solicitation" or "general advertising" efforts (as those terms are defined in Regulation D under the Securities Act) or any "directed selling efforts" (as such term is defined in Regulation S under the Securities Act);

21 it understands that there may be certain consequences under United States and other tax laws resulting from an investment in the Placing Shares and it has made such investigation and has consulted its own independent advisers or otherwise has satisfied itself concerning, without limitation, the effects of United States federal, state and local income tax laws and foreign tax laws generally;

22 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 or from the United States (including electronic copies thereof) to any person, and it has not distributed, forwarded, transferred or otherwise transmitted any such materials to any person;

- 23 neither N+1 Singer, the Company nor any of their respective Representatives nor any person acting on behalf of any of them is making any recommendations to it, advising it regarding the suitability of any transactions it may enter into in connection with the Placing and that participation in the Placing is on the basis that it is not and will not be a client of N+1 Singer, and N+1 Singer has no duties or responsibilities to it for providing the protections afforded to its clients or for providing advice in relation to the Placing nor in respect of any representations, warranties, undertakings or indemnities contained in the Placing Agreement nor for the exercise or performance of any of N+1 Singer's rights and obligations thereunder including any rights to waive or vary any conditions or exercise any termination right contained therein;
- 24 it has the funds available to pay for the Placing Shares for which it has agreed to acquire and acknowledges and agrees that it will make payment to N+1 Singer 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 N+1 Singer 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;
- 25 no action has been or will be taken by any of the Company, N+1 Singer or any person acting on their behalf that would, or is intended to, permit a public offer of the Placing Shares in the United States or in any country or jurisdiction where any such action for that purpose is required;
- 26 the person who it specifies for registration as holder of the Placing Shares will be: (a) the Placee; or (b) a nominee of the Placee, as the case may be and that neither N+1 Singer nor the Company will be responsible for any liability to stamp duty or stamp duty reserve tax resulting from a failure to observe this requirement; each Placee and each person acting on behalf of such Placee agrees to acquire Placing Shares pursuant to the Placing and agrees to pay the same to the Company and N+1 Singer on demand and to indemnify on an after-tax basis and hold harmless the Company and N+1 Singer in respect of the same (including any interest or penalties) on the basis that the Placing Shares will be allotted to a CREST stock account of N+1 Singer or transferred to a CREST stock account of N+1 Singer who will hold them as nominee on behalf of the Placee until settlement in accordance with its standing settlement instructions with payment for the Placing Shares being made simultaneously upon receipt of the Placing Shares in the Placee's stock account on a delivery versus payment basis;
- 27 it is acting as principal only in respect of the Placing or, if it is acting for any other person, (a) 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 and (b) it is and will remain liable to the Company and N+1 Singer 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), and each Placee agrees that the provisions of this paragraph 27 shall survive the resale of the Placing Shares by or on behalf of any person for whom it is acting;

- 28 the allocation, allotment, issue and delivery to it, or the person specified by it for registration as holder, of Placing Shares will not give rise to a stamp duty or stamp duty reserve tax liability under (or at a rate determined under) any of sections 67, 70, 93 or 96 of the Finance Act 1986 (depository receipts and clearance services) and that it is not participating in the Placing as nominee or agent for any person or persons to whom the allocation, allotment, issue or delivery of Placing Shares would give rise to such a liability;
- 29 it and any person acting on its behalf (if within the United Kingdom) falls within Article 19(5) and/or 49(2) of the Order and undertakes that it will acquire, hold, manage and (if applicable) dispose of any Placing Shares that are allocated to it for the purposes of its business only;
- 30 if it is within a Relevant State, it is a Qualified Investor as defined in Article 2(e) of the Prospectus Regulation;
- 31 it has not been engaged to subscribe for the Placing Shares on behalf of any other person who is not a Qualified Investor unless the terms on which it is engaged enable it to make decisions concerning the acceptance of offers of transferable securities on the client's behalf without reference to the client, as described in section 86(2) of FSMA;
- 32 its participation in the Placing would not give rise to an offer being required to be made by it or any person with whom it is acting in concert pursuant to Rule 9 of the City Code on Takeovers and Mergers;
- 33 it has not offered or sold and will not offer or sell any Placing Shares to persons in a Relevant State prior to the expiry of a period of six months from Admission 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 or an offer to the public in any other member state of the EEA within the meaning of the Prospectus Regulation;
- 34 represents and warrants that it has not offered or sold and will not offer or sell any Placing Shares to the public in any member state of the EEA except in circumstances falling within Article 1(4), 1(5) or 3(2) of the Prospectus Regulation which do not result in any requirement for the publication of a prospectus pursuant to Article 3(1) of the Prospectus Regulation;
- 35 it has only communicated or caused to be communicated and it 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 FSMA) relating to Placing Shares in circumstances in which section 21(1) of the FSMA does not require approval of the communication by an authorised person and it acknowledges and agrees that this Announcement has not been approved by N+1 Singer in its capacity as an authorised person under section 21 of FSMA and it may not therefore be subject to the controls which would apply if it was made or approved as financial promotion by an authorised person;

- 36 it has complied and it will comply with all applicable laws with respect to anything done by it or on its behalf in relation to the Placing Shares (including all relevant provisions of the FSMA and MAR in respect of anything done in, from or otherwise involving the United Kingdom);
- 37 if it is a financial intermediary, as that term is used in Article 5(1) of the Prospectus Regulation, the Placing Shares acquired 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 Relevant State other than Qualified Investors, or in circumstances in which the express prior written consent of N+1 Singer has been given to the offer or resale;
- 38 if it has received any inside information (for the purposes of the MAR and/or section 56 of the Criminal Justice Act 1993 or other applicable law) about the Company in advance of the Placing, it has not: (i) dealt (or attempted to deal) in the securities of the Company; (ii) encouraged, recommended or induced another person to deal in the securities of the Company; or (iii) unlawfully disclosed such information to any person, prior to the information being made publicly available;
- 39 N+1 Singer and its respective affiliates, may bid or subscribe for and/or purchase Placing Shares and, in that capacity, may retain, purchase, offer to sell or otherwise deal for its own account(s) in the Placing Shares, any other securities of the Company or other related investments in connection with the Placing or otherwise. Accordingly, references in this Announcement to the Placing Shares being offered, subscribed, acquired or otherwise dealt with should be read as including any offer to, or subscription, acquisition or dealing by N+1 Singer and/or any of its respective affiliates, acting as an investor for its or their own account(s). Neither N+1 Singer nor the Company intend to disclose the extent of any such investment or transaction otherwise than in accordance with any legal or regulatory obligation to do so;
- 40 represents and warrants that any person who confirms to N+1 Singer on behalf of a Placee an agreement to subscribe for Placing Shares and/or who authorises N+1 Singer to notify the Placee's name to the Company's registrar, has authority to do so on behalf of the Placee;
- 41 it:
- 41.1 has complied with its obligations in connection with money laundering and terrorist financing under the Proceeds of Crime Act 2002 (as amended), the Criminal Justice Act 1993,, section 118 of FSMA, the Terrorism Act 2000 (as amended), the Terrorism Act 2006, the Anti-terrorism Crime and Security Act 2001, the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and all related or similar rules, regulations or guidelines, issued, administered or enforced by any government agency having jurisdiction in respect thereof and the Money Laundering Sourcebook of the FCA (together, the "**Money Laundering Regulations**");
- 41.2 is not a person:
- 41.2.1 with whom transactions are prohibited under the US Foreign Corrupt Practices Act of 1977 or any economic sanction programmes

administered by, or regulations promulgated by, the Office of Foreign Assets Control of the U.S. Department of the Treasury;

41.2.2 named on the Consolidated List of Financial Sanctions Targets maintained by HM Treasury of the United Kingdom; or

41.2.3 subject to financial sanctions imposed pursuant to a regulation of the European Union or a regulation adopted by the United Nations or other applicable law,

(together with the Money Laundering Regulations, the "**Regulations**") and if making payment on behalf of a third party, that satisfactory evidence has been obtained and recorded by it to verify the identity of the third party as required by the Regulations and has obtained all governmental and other consents (if any) which may be required for the purpose of, or as a consequence of, such subscription and/or purchase, and it will provide promptly to N+1 Singer such evidence, if any, as to the identity or location or legal status of any person which it may request from it in connection with the Placing (for the purpose of complying with the Regulations or ascertaining the nationality of any person or the jurisdiction(s) to which any person is subject or otherwise) in the form and manner requested by N+1 Singer on the basis that any failure by it to do so may result in the number of Placing Shares that are to be acquired by it or at its direction pursuant to the Placing being reduced to such number, or to nil, as N+1 Singer may decide at its sole discretion;

42 in order to ensure compliance with the Regulations, N+1 Singer or the Company's Registrars may, in their absolute discretion, require verification of its identity. Pending the provision to N+1 Singer or the Company's Registrars, as applicable, of evidence of identity, definitive certificates in respect of the Placing Shares may be retained at N+1 Singer's absolute discretion or, where appropriate, delivery of the Placing Shares to it in uncertificated form may be delayed at N+1 Singer'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 N+1 Singer (for itself and as agent on behalf of the Company) or the Company's Registrars have not received evidence satisfactory to them, either N+1 Singer and/or the Company may, at its absolute discretion, terminate its 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 or CREST account from which they were originally debited;

43 it acknowledges that its commitment to acquire Placing Shares on the terms set out in this Announcement and in the form of contract note or through electronic confirmation 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 N+1 Singer's conduct of the Placing;

44 it has knowledge and experience in financial, business and international investment matters as is required to evaluate the merits and risks of subscribing for the Placing Shares. It further acknowledges that 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. It has had sufficient time to consider and conduct its own investigation with respect to the



offer and subscription for the Placing Shares, including the tax, legal and other economic considerations and has relied upon its own examination and due diligence of the Company and its affiliates taken as a whole, and the terms of the Placing, including the merits and risks involved;

- 45 acknowledges that the Company and/or N+1 Singer may hold and process personal data (as defined in the General Data Protection Regulation (EU) No. 2016/679 (the "GDPR")) relating to past and present shareholders, and it agrees that such personal data relating to Placees may be processed (as defined in the GDPR) by the Company and/or N+1 Singer for the following purposes, being: (a) to the extent and in such manner as is necessary for the performance of their obligations under the contractual arrangements between them, including as required by or in connection with its holding of Ordinary Shares, including processing personal data in connection with credit and money laundering checks on it; (b) communicate with it as necessary in connection with its affairs and generally in connection with its holding of Ordinary Shares; (c) provide personal data to such third parties as the Company and/or N+1 Singer may consider necessary in connection with its affairs and generally in connection with its holding of Ordinary Shares or as the GDPR may require, including to third parties outside the EEA; (d) without limitation, provide such personal data to their respective Affiliates for processing, notwithstanding that any such party may be outside the EEA; and (e) for the Company's and/or any of N+1 Singer's internal administration;
- 46 it irrevocably appoints any duly authorised officer of N+1 Singer as its agent for the purpose of executing and delivering to the Company and/or its registrars any documents on its behalf necessary to enable it to be registered as the holder of any of the Placing Shares for which it agrees to subscribe or purchase upon the terms of this Announcement;
- 47 the Company, N+1 Singer and others (including each of their respective Representatives) will rely upon the truth and accuracy of the foregoing representations, warranties, acknowledgements and agreements, which are given to N+1 Singer, on their own behalf and on behalf of the Company and are irrevocable and it agrees that if any of the representations, warranties, agreements, undertakings and acknowledgements made is no longer accurate, it shall promptly notify the Company and N+1 Singer;
- 48 if it is acquiring the Placing Shares as a fiduciary or agent for one or more investor accounts, it has full power and authority to make, and does make, the foregoing representations, warranties, acknowledgements, agreements and undertakings on behalf of each such accounts;
- 49 time is of the essence as regards its obligations under this Appendix;
- 50 any document that is to be sent to it in connection with the Placing will be sent at its risk and may be sent to it at any address provided by it to N+1 Singer (as the case may be);
- 51 the Placing Shares will be issued subject to the terms and conditions of this Appendix; and
- 52 these terms and conditions in this Appendix and all documents into which this Appendix is incorporated by reference or otherwise validly forms a part and/or any agreements

entered into pursuant to these terms and conditions and all agreements to acquire Placing Shares pursuant to the Bookbuilding Process and/or the Placing and all non-contractual or other obligations arising out of or in connection with them, will be governed by and construed in accordance with English law and it submits to the exclusive jurisdiction of the English courts in relation to any claim, dispute or matter arising out of any such contract (including any dispute regarding the existence, validity or termination of such contract or relating to any non-contractual or other obligation arising out of or in connection with 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 Company or N+1 Singer 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.

By participating in the Placing, each Placee (and any person acting on such Placee's behalf) agrees to indemnify on an after-tax basis and hold the Company, N+1 Singer and their respective Representatives harmless from any and all costs, claims, liabilities and expenses (including legal fees and expenses) arising out of or in connection with any breach of the representations, warranties, acknowledgements, agreements and undertakings given by the Placee (and any person acting on such Placee's behalf) in this Appendix or incurred by N+1 Singer, the Company or each of their respective Representatives arising from the performance of the Placee's obligations as set out in this Announcement, and further agrees that the provisions of this Appendix shall survive after the completion of the Placing.

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 United Kingdom relates only to their allotment and issue to Placees, or such persons as they nominate as their agents, direct by the Company. Such agreement assumes that the Placing Shares are not being acquired in connection with arrangements to issue depositary receipts or to transfer the Placing Shares into a clearance service. If there are any such arrangements, or the settlement related to any other dealings in the Placing Shares, stamp duty or stamp duty reserve tax may be payable. In that event, the Placee agrees that it shall be responsible for such stamp duty or stamp duty reserve tax and neither the Company nor N+1 Singer shall be responsible for such stamp duty or stamp duty reserve tax. If this is the case, each Placee should seek its own advice and they should notify N+1 Singer 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 United Kingdom 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 and each Placee, or the Placee's nominee, in respect of whom (or in respect of the person for whom it is participating in the Placing as an agent or nominee) the allocation, allotment, issue or delivery of Placing Shares has given rise to such non-United Kingdom stamp, registration, documentary, transfer or similar taxes or duties undertakes to pay such taxes and duties, including any interest and penalties (if applicable), forthwith and to indemnify on an after-tax basis and to hold harmless the Company and N+1 Singer in the event that either the Company and/or N+1 Singer has incurred any such liability to such taxes or duties.

The representations, warranties, acknowledgements and undertakings contained in this Appendix are given to N+1 Singer for itself and on behalf of the Company and are irrevocable.

No claim shall be made against the Company, N+1 Singer, their respective affiliates or any other person acting on behalf of any such persons by a Placee to recover any damage, cost,

charge or expense which it may suffer or incur by reason of or arising from the carrying out by it of the work to be done by it pursuant hereto or the performance of its obligations hereunder or otherwise in connection with the Placing.

Each Placee and any person acting on behalf of the Placee acknowledges that N+1 Singer does not owe any fiduciary or other duties to any Placee in respect of any representations, warranties, undertakings, acknowledgements, agreements or indemnities in the Placing Agreement.

Each Placee and any person acting on behalf of the Placee acknowledges and agrees that N+1 Singer may (at its absolute discretion) satisfy its obligations to procure Placees by itself agreeing to become a Placee in respect of some or all of the Placing Shares or by nominating any connected or associated person to do so.

The rights and remedies of N+1 Singer and the Company under these terms and conditions are in addition to any rights and remedies which would otherwise be available to each of them and the exercise or partial exercise of one will not prevent the exercise of others.

Each Placee acknowledges that the basis of allocation will be determined by N+1 Singer at its discretion following consultation with the Company. The right is reserved to reject in whole or in part and/or scale back any participation in the Placing.

Each Placee authorises the Company and N+1 Singer to produce this Announcement pursuant to, in connection with, or as may be required by any applicable law or regulation, administrative or legal proceeding or official inquiry with respect to the matters set forth herein.

Each Placee may be asked to disclose in writing or orally to N+1 Singer:-

1. if he is an individual, his nationality; or
2. if he is a discretionary fund manager, the jurisdiction in which the funds are managed or owned.

When a Placee or any person acting on behalf of the Placee is dealing with N+1 Singer, any money held in an account with N+1 Singer 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 relevant rules and regulations of the FCA made under FSMA. Each 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 N+1 Singer's money in accordance with the client money rules and will be held by it under a banking relationship and not as trustee, and the Placee will only rank as a general creditor of N+1 Singer.

References to time in this Announcement are to London time, unless otherwise stated.

All times and dates in this Announcement may be subject to amendment. N+1 Singer shall notify the Placees and any person acting on behalf of the Placees of any such changes or the Company shall issue an announcement of such amendments on a Regulated Information Service.

No statement in this Announcement is intended to be a profit forecast or estimate, and no statement in this Announcement should be interpreted to mean that earnings per share of the Company for the current or future financial years would necessarily match or exceed the historical published earnings per share of the Company. Past performance is no guide to future performance and persons needing advice should consult an independent financial adviser.

The price of shares and any income expected from them may go down as well as up and investors may not get back the full amount invested upon disposal of the shares. Past performance is no guide to future performance, and persons needing advice should consult an independent financial adviser.

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 "**MiFID II Product Governance Requirements**"), and disclaiming all and any liability, whether arising in tort, contract or otherwise, which any "manufacturer" (for the purposes of the 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 "**Target Market Assessment**"). Notwithstanding the 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 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 Target Market Assessment, N+1 Singer will only procure investors who meet the criteria of professional clients and eligible counterparties.

For the avoidance of doubt, the 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.

The Placing Shares to be issued pursuant to the Placing will not be admitted to trading on any stock exchange other than the AIM market of the London Stock Exchange.

Neither the content of the Company's website nor any website accessible by hyperlinks on the Company's website is incorporated in, or forms part of, this Announcement.

Where used in this Announcement and as the context shall admit, the following terms and expressions shall have the meanings given below:

**"AIM"** means the market of that name operated by London Stock Exchange;

**"CREST"** means the Relevant System (as defined by the CREST Regulations) for the paperless settlement of share transfers and the holding of shares in uncertificated form in respect of which Euroclear is the Operator (as defined by the CREST Regulations);

**"CREST Regulations"** means the Uncertificated Securities Regulations 2001 (as amended) (SI 2001/3755);

**"Euroclear"** means Euroclear UK & Ireland Limited, the operator of CREST;

**"Ordinary Shares"** means ordinary shares of 1p each in the capital of the Company;

**"Placing Agreement"** means the conditional agreement dated 17 September 2020 between the Company and Nplus1 Singer Capital Markets Limited relating to the Placing; and

**"Placing Shares"** means the new ordinary shares of 1p each in the capital of the Company proposed to be issued by the Company pursuant to the Placing.

**"Subscription"** means the proposed subscription for Subscription Shares;

**"Subscription Shares"** means the new ordinary shares of 1p each in the capital of the Company proposed to be issued by the Company to any person who subscribes for the same pursuant to a subscription agreement entered into between the Company and the subscriber;