

THG Update, Proposed Placing and Board Changes

[KELSO GROUP HOLDINGS PLC](#)

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Kelso Group Holdings Plc (“Kelso” or the “Company”)

Recommendations on THG Plc (“THG”), THG Investment Update, Proposed Placing and Board Changes

Kelso, the main market listed investment company, is pleased to announce:

- recommendations following further analysis into THG;
- a net purchase of a beneficial interest in an additional 2.4 million shares in THG, which takes Kelso’s total beneficial interest, consisting of ordinary shares and CFDs, in THG to 7.4 million shares;
- a proposed placing at a price of 2.5 pence, a 25% premium to the offer for subscription concluded in January 2023, to raise a maximum of £3.0 million (before expenses) (“Proposed Placing”); and
- the appointment of David Charters as a Non-Executive Director.

Recommendations

Kelso has continued its analysis into THG, including, amongst other actions, a hosted visit to THG’s operations in Manchester and Warrington. We believe that 2023 will be a positive year for THG as many of the operational headwinds experienced during 2022 continue to reverse. Whilst we commend THG’s board and management’s efforts, we believe there are more actions they can take to ensure the share price reflects what we strongly believe to be intrinsic value. Specifically, we would like to see the board deliver on commitments made to investors. We urge the board to implement the following readily achievable measures which we believe will be positive for THG’s share price.

1. Kelso considers that the transition of THG from the Standard List to the Premium List of the London Stock Exchange (“LSE”) would be significantly accretive to shareholder value. The performance of most active and indexed UK funds is benchmarked to the Premium Index and therefore they can ignore companies listed on the Standard Index. In October 2021, THG announced its intention to apply to move from the Standard List to the Premium List of the LSE by the end of 2022. However, in their Interim Results announced in September 2022, THG indicated that the timing of the move depended on the FCA’s review for listing regime reform, anticipated in 2023. Kelso recommends that THG provide the market with a progress update

on the transition with a specific timeline. Importantly, we believe this move should be completed as soon as possible, irrespective of the timing of the FCA's review.

2. We urge THG to continue to review strategic options, alongside focussing on cash generation, to ensure underlying value is realised in a practicable timeframe. Initially, for the market to better understand the value potential of THG, it is important that they provide the appropriate detailed segmental analysis, specifically including divisional contribution/profitability, alongside a divisional summary of any tax losses. It is Kelso's view that there is a clear path to enhancing shareholder value through more financial visibility, which we hope is detailed in the pending results, by highlighting the underlying value based on the "sum of the parts". We note that Liberum, an independent broker, in their research note published in February 2023, estimated the "sum of the parts" to be 221 pence per share (actual price target was 55p) but highlighted that this valuation is only relevant if appropriate actions are taken by management and the board, a comment with which we agree.
3. Given, in our view that THG's share price is undervalued, we urge THG to consider a share buyback programme soon after the pending preliminary results announcement. We note that THG maintains the authority to buyback up to 10% of its outstanding shares. As stated in the January 2023 trading statement, THG has cash on hand at year end of c.£470 million, with £170 million undrawn revolving credit facility, net debt of c.£200 million, reducing to c.£160 million upon receipt of £40 million of proceeds from non-core freehold asset disposals in H1 2023. Tailwinds from recent whey and transportation cost reductions will further improve cash generation. We think such a buyback would demonstrate the board's confidence in the business.
4. Finally, Kelso believes that THG's relationship and communications with the investment community needs reinvigorating to improve the general understanding of the potential of its business. This is especially pertinent when combined with the move to the Premium List. Whilst we note the high-quality core shareholder base, the shareholder register could be improved significantly by attracting more mainstream UK and global equity funds. Already in 2023, THG has achieved some major commercial accomplishments such as a burgeoning relationship with Iceland, which exemplifies the brand value of MyProtein, the formalisation of a technology partnership with Autostore, the increased presence in several large German retailers and the move into the gym sector. Whilst these achievements have been communicated through social media platforms such as LinkedIn, we believe deals of such commercial significance should also be communicated directly to current and potential THG investors via the Regulatory News Service ("RNS"), specifically RNS Reach which was introduced as a service to improve listed company communication with its shareholders.

THG investment update

Kelso is pleased to announce a net purchase of a beneficial interest in an additional 2.4 million shares in THG, which takes Kelso's total beneficial interest, consisting of ordinary shares and CFDs, in THG to 7.4 million shares.

Proposed Placing, conditional on shareholder approval

Kelso announces its intention to conduct a non pre-emptive placing, of up to £3.0 million (before expenses) at a placing price of 2.5 pence, of new ordinary shares in the capital of the Company, subject to approval by shareholders and of an FCA approved prospectus. Kelso will today begin to speak to its shareholders and other interested parties and expects to close the Proposed Placing during April. An update on the expected admission date will be provided in due course.

All of the directors intend to subscribe for shares in the Proposed Placing. John Goold and Jamie Brooke intend to subscribe for £300,000 and £75,000 of shares in the Proposed Placing, respectively.

Kelso will use the proceeds from the Proposed Placing (after expenses) to continue to execute its mandate to engage and unlock trapped value in the UK stock market.

In April, Kelso will announce its annual results for the year ended 31 December 2022 and the closing of the Proposed Placing and a date for the AGM, at which it intends to seek approval for the Proposed Placing.

Kelso is keeping costs to a minimum and specifically the Board continues to receive no fees or salaries. Alongside the annual results announcement, as previously stated, Kelso will also announce the details of a management incentive plan aligned with long term shareholder value creation, having been advised by BDO.

The Appendix to this Announcement (which forms part of this Announcement) contains the detailed terms and conditions of the Placing.

Change of Non-Executive Director

Kelso is delighted to appoint David Charters as a Non-Executive Director with immediate effect. David is a former diplomat turned investment banker, venture capitalist and author. He was previously a Director of SG Warburg Securities and a Managing Director of Deutsche Bank. Today he sits on a number of boards mostly in the finance, security and business intelligence sectors, as well as in the charity and not for profit world.

At the same time, with immediate effect, Gordon Harvey will step down as a director having served on the board since the original IPO. Kelso is grateful to Gordon for his efforts in assisting the Company to this stage.

John Goold, CEO of Kelso commented:

‘Mark, Jamie and I, with the support of our board, continue to be excited about the prospects for Kelso over the long term and are delighted to announce today a c.50% increase in our interest in THG shares. The current stock market conditions suit our strategy of finding undervalued situations where we believe through our focused efforts, we can help unlock value. We continue to believe that THG represents a great opportunity to make significant returns for Kelso shareholders.’

For further information please contact:

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About Kelso

Kelso was established in 2022 to identify, engage and unlock trapped value in the UK stock market. Kelso's strategy is to invest in situations where there is an anomaly between the intrinsic value and prospects of a company and its stock market valuation. Kelso will look for situations where it believes the sum of the parts of a business is greater than the current value. The Company completed a fundraising of £3.0 million in January 2023. Kelso believes that the current market conditions are such that there are situations where UK listed companies' valuations are not appropriately matched to their underlying intrinsic value. There may be instances where Kelso itself could be used as a vehicle by an undervalued company to spin off a subsidiary into its own listing. Such a transaction would undoubtedly constitute a reverse takeover for Kelso.

Appendix

Notice to overseas persons

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

This announcement is not for release, publication or distribution, in whole or in part, directly or indirectly, in or into Australia, Canada, Japan or any jurisdiction into which the publication or distribution would be unlawful. This announcement is for information purposes only and does not constitute an offer to sell or issue or the solicitation of an offer to buy or acquire shares in the capital of the Company in Australia, Canada, Japan, New Zealand, or any jurisdiction in which such offer or solicitation would be unlawful or require preparation of any prospectus or other offer documentation or would be unlawful prior to registration, exemption from registration or qualification under the securities laws of any such jurisdiction. Persons into whose possession this announcement comes are required by the Company to inform themselves about, and to observe, such restrictions.

This announcement is not for publication or distribution, directly or indirectly, in or into the United States. This announcement is not an offer of securities for sale into the United States, or to, or for the account or benefit of U.S. Persons or persons in the United States. The securities referred to herein have not been and will not be registered under the Securities Act or the securities laws of any state or other jurisdictions of the United States and may not be offered or sold in the United States, or to, or for the account or benefit of U.S. Persons or persons in the United States. Each placee will be required to warrant that it and any account with respect to which it exercises investment discretion is outside the United States and is not a U.S. Person.

General

Zeus is authorised and regulated by the Financial Conduct Authority (the "FCA") in the United Kingdom and is acting exclusively for the Company and no one else in connection with the Proposed Placing process and the Proposed Placing will not regard anyone (including any placees) (whether or not a

recipient of this Announcement) as a client, and will not be responsible to anyone other than the Company for providing the protections afforded to its clients or for providing advice in relation to the Proposed Placing or any other matters referred to in this Announcement.

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

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

TERMS AND CONDITIONS OF THE PLACING

IMPORTANT INFORMATION ON THE PLACING FOR INVITED PLACEEES ONLY.

MEMBERS OF THE PUBLIC ARE NOT ELIGIBLE TO TAKE PART IN THE PLACING. THIS ANNOUNCEMENT AND THE TERMS AND CONDITIONS SET OUT IN THIS APPENDIX ("**TERMS AND CONDITIONS**") ARE 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 (A) IF IN A MEMBER STATE OF THE EUROPEAN ECONOMIC AREA (THE "**EEA**"), PERSONS WHO ARE QUALIFIED INVESTORS ("**EEA QUALIFIED INVESTORS**"), BEING PERSONS FALLING WITHIN THE MEANING OF ARTICLE 2(E) OF PROSPECTUS REGULATION (EU) 2017/1129 (THE "**PROSPECTUS REGULATION**"); OR (B) IF IN THE UNITED KINGDOM, EITHER (I) PERSONS WHO ARE QUALIFIED INVESTORS ("**UK QUALIFIED INVESTORS**"), BEING PERSONS FALLING WITHIN THE MEANING OF ARTICLE 2(E) OF PROSPECTUS REGULATION (EU) 2017/1129 AS IT FORMS PART OF DOMESTIC LAW BY VIRTUE OF THE EUROPEAN UNION (WITHDRAWAL) ACT 2018 (THE "**UK PROSPECTUS REGULATION**") (AND WHO ARE ALSO EITHER (a) PERSONS FALLING WITHIN THE DEFINITION OF "INVESTMENT PROFESSIONAL" IN ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005, AS AMENDED (THE "**ORDER**"), OR (b) PERSONS WHO FALL WITHIN ARTICLE 49(2)(A) TO (D) (HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS, ETC) OF THE ORDER), OR (II) PERSONS WHO ARE IN RECEIPT OF THE OFFER IN ACCORDANCE WITH ARTICLE 1(4)(b) OF THE UK PROSPECTUS REGULATION (AND WHO ARE ALSO PERSONS WHO FALL WITHIN ARTICLE 43 OF THE ORDER (MEMBER AND CREDITORS OF CERTAIN BODIES CORPORATE)), OR (III) ARE PERSONS TO WHOM IT MAY OTHERWISE BE LAWFULLY COMMUNICATED. (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS "**RELEVANT PERSONS**"). THIS ANNOUNCEMENT AND THE TERMS AND CONDITIONS SET OUT HEREIN MUST NOT BE ACTED ON OR RELIED ON BY PERSONS WHO ARE NOT RELEVANT PERSONS. PERSONS DISTRIBUTING THIS ANNOUNCEMENT MUST SATISFY THEMSELVES THAT IT IS LAWFUL TO DO SO. ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THIS APPENDIX AND THE TERMS AND CONDITIONS SET OUT HEREIN RELATE IS AVAILABLE ONLY TO RELEVANT PERSONS AND WILL BE ENGAGED IN ONLY WITH RELEVANT PERSONS. THIS APPENDIX DOES NOT ITSELF CONSTITUTE AN OFFER FOR SALE OR SUBSCRIPTION OF ANY SECURITIES IN THE COMPANY.

THIS ANNOUNCEMENT IS NOT FOR PUBLICATION OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN OR INTO THE UNITED STATES OF AMERICA. THE SECURITIES MENTIONED HEREIN HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE US SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES**

ACT"), OR UNDER ANY SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED, SOLD, RESOLD, TRANSFERRED OR DELIVERED, DIRECTLY OR INDIRECTLY, IN OR INTO THE UNITED STATES EXCEPT PURSUANT TO AN APPLICABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN COMPLIANCE WITH THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. THERE WILL BE NO PUBLIC OFFER OF THE SECURITIES MENTIONED HEREIN IN THE UNITED STATES.

THE SECURITIES MENTIONED HEREIN HAVE NOT BEEN AND WILL NOT BE APPROVED OR DISAPPROVED BY THE US SECURITIES AND EXCHANGE COMMISSION (THE "**SEC**"), ANY STATE SECURITIES COMMISSION OR ANY 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 CONTENT OF THIS ANNOUNCEMENT HAS NOT BEEN APPROVED BY AN AUTHORISED PERSON WITHIN THE MEANING OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (AS AMENDED) ("**FSMA**"). RELIANCE ON THIS ANNOUNCEMENT FOR THE PURPOSE OF ENGAGING IN ANY INVESTMENT ACTIVITY MAY EXPOSE AN INDIVIDUAL TO A SIGNIFICANT RISK OF LOSING ALL OF THE PROPERTY OR OTHER ASSETS INVESTED.

EACH PLACEE SHOULD CONSULT WITH ITS OWN ADVISERS AS TO LEGAL, TAX, BUSINESS AND RELATED ASPECTS OF AN ACQUISITION OF PLACING SHARES.

Unless otherwise defined in these Terms and Conditions, capitalised terms used in these Terms and Conditions shall have the meaning given to them in the Announcement to which these Terms and Conditions are appended.

Persons who are invited to and who choose to participate in the Placing by making an oral or written offer to acquire Placing Shares, including any individuals, funds or others on whose behalf a commitment to acquire Placing Shares is given (the "**Placees**"), will be deemed: (i) to have read and understood this Announcement, including this Appendix, in its entirety; (ii) to be participating and making an offer for Placing Shares on the Terms and Conditions; and (iii) to be providing the representations, warranties, indemnities, agreements, acknowledgements and undertakings contained in this Appendix.

In connection with Admission, the Company is preparing a prospectus (the "**Prospectus**") and is seeking approval of the Prospectus by the Financial Conduct Authority ("**FCA**"). The Prospectus will, subject to approval by the FCA, be published on the Company's website. The Prospectus is not expected to be approved and published prior to Placees entering into a legally binding commitment in respect of the Placing. As such, any commitments made under the Placing will be on the basis of this Announcement (including the Terms and Conditions).

In particular, each such Placee represents, warrants and acknowledges that:

- a) 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;
- b) it is and, at the time the Placing Shares are acquired, will be outside the United States and acquiring the Placing Shares in an "offshore transaction" in accordance with Rule 903 or Rule 904 of Regulation S under the Securities Act ("**Regulation S**") and it is acquiring beneficial interests in the Placing Shares for its own account; if acquiring the Placing Shares for the account of one or more other persons, it has full power and authority to make the representations, warranties,

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

- c) if it is a financial intermediary, as that term is used in Article 5(1) of the Prospectus Regulation or the UK Prospectus Regulation (as applicable), (i) the Placing Shares subscribed for by it in the Placing will not be subscribed for on a non-discretionary basis on behalf of, nor will they be subscribed for with a view to their offer or resale, to persons in a member state of the EEA other than EEA Qualified Investors, or persons in the United Kingdom other than UK Qualified Investors; or (ii) where the Placing Shares have been subscribed for by it on behalf of persons in any member state of the EEA other than EEA Qualified Investors, or in the United Kingdom other than UK Qualified Investors, the offer of those Placing Shares to it is not treated under the Prospectus Regulation or the UK Prospectus Regulation (as applicable) as having been made to such persons;
- d) it is acquiring the Placing Shares for its own account or is acquiring 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 Appendix; and
- e) it understands (or if acting for the account of another person, such person has confirmed that such person understands) and agreed to comply with the resale and transfer restrictions set out in this Appendix.

This Announcement, including this Appendix, does not constitute an offer to sell, or a solicitation of an offer to buy, securities in the United States. Securities may not be offered or sold in the United States absent (i) registration under the Securities Act or (ii) an available exemption from, or in a transaction not subject to, registration under the Securities Act. The securities mentioned herein have not been, and will not be, registered under the Securities Act. The Placing Shares are being offered and sold outside the United States in "offshore transactions" in accordance with Regulation S. There will be no public offering of the Placing Shares in the United States.

Persons (including, without limitation, nominees and trustees) who have a contractual or other legal obligation to forward a copy of this Appendix (or the Announcement of which it forms part) should seek appropriate advice before taking any action.

Details of the Placing Agreement, the Placing Shares and the Bookbuild

Zeus has entered into the Placing Agreement with the Company under which, on the terms and subject to the conditions set out in the Placing Agreement, Zeus, as agent for and on behalf of the Company, has agreed to procure Placees for the Placing Shares at the Placing Price. The Placing is not being underwritten by Zeus or any other person.

The exact number of Placing Shares to be allocated and issued to Placees shall be determined by Zeus and the Company following completion of the Bookbuild (as defined below).

The Placing Shares will, when issued, be subject to the memorandum and 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, 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.

Commencing today, Zeus will be conducting a bookbuilding process to determine demand for participation in the Placing by Placees (the "**Bookbuild**"). This Appendix gives details of the Terms and

Conditions of, and the mechanics of participation in, the Placing. No commissions will be paid by or to Placees in respect of any participation in the Placing or subscription for Placing Shares.

A bid in the Bookbuild will be made on the Terms and Conditions which are attached to this Appendix and will be legally binding on the Placee on behalf of which it is made and, except with Zeus's consent, will not be capable of variation or revocation after the close of the Bookbuild.

The book will open with immediate effect. The final number of Placing Shares to be issued pursuant to the Placing will be agreed by Zeus and the Company at the close of the Bookbuild, and the result of the Placing will be announced as soon as practicable thereafter. The timing for the close of the Bookbuild shall be at the discretion of Zeus. The allocation of the Placing Shares shall be determined by agreement between the Company and Zeus.

To the fullest extent permissible by law, neither:

- a) Zeus;
- b) any of its affiliates, agents, advisers, directors, officers, consultants or employees; nor
- c) to the extent not contained within (a) or (b), any person connected with Zeus as defined in the FSMA ((b) and (c) being, together, "**affiliates**", and individually, an "**affiliate**", of Zeus),

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 Zeus nor any of its affiliates shall have any liability (including, to the extent legally permissible, any fiduciary duties), in respect of their conduct of the Bookbuild.

By participating in the Placing (such participation up to an agreed maximum level to be confirmed in and evidenced by either (i) a recorded telephone call or (ii) email correspondence, in either case between representatives of Zeus to whom the Placee's commitment is given and the relevant Placee (a "**Recorded Commitment**")), each Placee will be deemed to have read and understood the Announcement and the Terms and Conditions in this Appendix in their entirety, to be participating and acquiring Placing Shares on these Terms and Conditions and to be providing the representations, warranties, indemnities, agreements, acknowledgements and undertakings contained in these Terms and Conditions.

Application for listing and admission to trading

Subject *inter alia* to the Shareholders of the Company passing the Resolutions and the approval and publication of the Prospectus, application will be made for admission of the Placing Shares to the Official List (standard segment) and to trading on the main market of the London Stock Exchange.

A further announcement will be made with details of the expected date for Admission.

Principal terms of the Placing

Zeus is acting as agent for and on behalf of the Company.

Participation in the Placing is by invitation only and will only be available to persons who may lawfully be, and are, invited by Zeus to participate. Zeus and any of its affiliates are entitled to participate in the Placing as principal.

Each Placee will confirm the maximum number of Placing Shares it is willing to acquire in a Recorded Commitment. Once they have made a Recorded Commitment, each Placee will have an immediate,

separate, irrevocable and binding obligation, owed to Zeus (as agent for the Company), to subscribe and pay for, at the Placing Price, the number of Placing Shares allocated to it, up to the agreed maximum.

Each Placee's allocation (and whether such Placee participates in the Placing) will be determined by agreement between the Company and Zeus and will be confirmed by Zeus either orally or in writing via a contract note.

Each Placee's commitment will be confirmed in and evidenced by a Recorded Commitment. These Terms and Conditions will be deemed incorporated into each contract which is entered into by way of a Recorded Commitment and will be legally binding on the relevant Placee(s) on behalf of whom the commitment is made with effect from the end of the Recorded Commitment and, except with Zeus's prior written consent, will not be capable of variation or revocation after the close of the Bookbuild. A contract note confirming each Placee's allocation of Placing Shares will be sent to them following the Recorded Commitment and the allocation process. These Terms and Conditions shall be deemed incorporated into any such contract note.

Each Placee will have an immediate, separate, irrevocable and binding obligation, owed to Zeus (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 Placing Price and the number of Placing Shares allocated to such Placee.

Zeus and the Company reserve the right to scale back the number of Placing Shares to be subscribed by any Placee in the event that the Placing is oversubscribed. Zeus and the Company also reserve the right not to accept offers to subscribe for Placing Shares or to accept such offers in part rather than in whole. The acceptance and, if applicable, scaling back of offers shall be at the absolute discretion of Zeus and the Company.

Except as required by law or regulation, no press release or other announcement will be made by Zeus 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.

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*".

All obligations under the 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*".

By participating in the Placing, each Placee agrees that its rights and obligations in respect of the Placing will terminate only in the circumstances described below and will not be capable of rescission or termination by the Placee.

Conditions of the Placing

The Placing is conditional upon the Placing Agreement becoming unconditional and not having been terminated in accordance with its terms. Zeus's obligations under the Placing Agreement are conditional on certain conditions, including:

- a) Admission occurring at or before 8:00 a.m. (London time) by such time as the Company and Zeus agree;
- b) the Prospectus having been approved as a prospectus for the purposes of the Prospectus Regulation Rules of the FCA under section 73A of the FSMA ("**Prospectus Regulation Rules**");

- c) the Resolutions being passed at the General Meeting;
- d) the warranties of the Company being and remaining true and accurate and not misleading as at the date of the Placing Agreement and immediately prior to Admission;
- e) the publication by the Company of, among other announcements, the announcement of the results of the Placing on a Regulatory Information Service;
- f) the Company allotting, subject only to Admission, the relevant Placing Shares in accordance with the Placing Agreement; and
- g) the delivery to Zeus of certain documentary conditions precedent.

If: (i) any of the conditions contained in the Placing Agreement, including those described above, are not fulfilled or (where applicable) waived or extended in writing by Zeus by the relevant time or date specified (or such later time or date as the Company and Zeus may agree); or (ii) the Placing Agreement is terminated in the circumstances specified below, the Placing will lapse and the Placees' rights and obligations hereunder in relation to the Placing Shares shall cease and terminate at such time and each Placee agrees that no claim can be made by it in respect thereof.

Zeus may, at its discretion, extend the time for satisfaction of, or waive compliance by the Company with, the whole or any part of any of the Company's obligations in relation to the conditions in the Placing Agreement. Any such extension or waiver will not affect Placees' commitments as set out in this Announcement.

Neither Zeus nor any of its affiliates, agents, advisers, directors, officers or employees nor the Company nor any of its affiliates, agents, advisers, directors, officers or 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 it 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 Zeus and/or the Company (as applicable).

Termination of the Placing

Zeus is entitled, in its discretion acting reasonably, by notice to the Company at any time before Admission, to terminate the Placing Agreement in accordance with its terms in the following (non-exhaustive) circumstances:

- a) any statement contained in the Placing Agreement or any other document or announcement issued or published by or on behalf of the Company in connection with the Placing ("**Placing Documents**") has become untrue, inaccurate or misleading in any material respect or any matter has arisen which would, if the Placing Documents were issued at that time, constitute a material omission from the Placing Documents or any of them;
- b) any of the warranties was materially untrue, inaccurate or misleading when made and/or that any of the warranties has ceased to be materially true or accurate or has become materially misleading at any time prior to Admission, in each case by reference to the facts and circumstances subsisting at that time;
- c) the Company has not materially complied or cannot materially comply with any of its obligations under the Placing Agreement or otherwise relating to the Placing (to the extent that such obligations fall to be complied with prior to Admission);

- d) trading in securities generally on the LSE has been suspended or limited or minimum or maximum prices for trading have been fixed or maximum ranges for prices have been required by any such exchanges or by such system or by order of any governmental authority, or a material disruption has occurred in commercial banking or securities settlement or clearance services in the United Kingdom;
- e) a banking moratorium has been declared by the United Kingdom or in London;
- f) there has occurred a material adverse change since the date of the Placing Agreement in United Kingdom to Tax affecting the Ordinary Shares or the transfer thereof or exchange controls have been imposed by the United Kingdom; or
- g) a force majeure event occurs which in the reasonable opinion of Zeus would be likely to be materially prejudicial to the Placing or Admission or the financial or trading position or prospects of the Company or the Group, taken as whole, or make it impracticable or inadvisable to proceed with the Placing in the manner contemplated by the Placing Documents.

By participating in the Placing, each Placee agrees with the Company and Zeus that the exercise by the Company or Zeus 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 Zeus or for agreement between the Company and Zeus and that neither the Company nor Zeus need make any reference to such Placee and that none of the Company, Zeus nor any of their respective affiliates, agents, advisers, directors, officers or employees 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 agreeing with Zeus (as agent of the Company) to subscribe for Placing Shares under the Placing, a Placee (and any person acting on a Placee's behalf) will irrevocably acknowledge, confirm, warrant, undertake to and agree with, each of the Company and Zeus, in each case as a fundamental term of such Placee's application for Placing Shares and of the Company's obligation to allot and/or issue any Placing Shares to it or at its direction, that its rights and obligations in respect of the Placing (or any part of it) will 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 in any other circumstances.

Registration and Settlement

Settlement of transactions in the Placing Shares following Admission will take place within the system administered by Euroclear UK & International Limited ("**CREST**"). Subject to certain exceptions, Zeus and the Company reserve the right to require settlement for, and delivery of, the Placing Shares (or any part thereof) to Placees by such other means that they deem necessary if delivery or settlement is not possible or practicable within the CREST system within the timetable set out in this Announcement or would not be consistent with the regulatory requirements in the Placee's jurisdiction.

Each Placee allocated Placing Shares in the Placing will be sent a trade confirmation in accordance with the standing arrangements in place with Zeus stating the number of Placing Shares allocated to it at the Placing Price, the aggregate amount owed by such Placee to Zeus and settlement instructions. Each Placee agrees that it will do all things necessary to ensure that delivery and payment is completed in accordance with the standing CREST or certificated settlement instructions in respect of the Placing Shares, or depositary interests representing such Placing Shares, that it has in place with Zeus.

Settlement will take place in accordance with the instructions set out in the trade confirmation.

Each Placee is deemed to agree that, if it does not comply with these obligations, Zeus may sell any or all of the Placing Shares allocated to that Placee on such Placee's behalf and retain from the proceeds, for Zeus's account and benefit, an amount equal to the aggregate amount owed by the Placee. The relevant Placee will, however, remain liable for any shortfall below the aggregate amount owed by it and may be required to bear any stamp duty or stamp duty reserve tax (together with any interest or penalties due pursuant to the terms set out or referred to in these Terms and Conditions) or other similar taxes imposed in any jurisdiction which may arise upon the sale of such Placing Shares on such Placee's behalf.

If Placing Shares are to be delivered to a custodian or settlement agent, Placees should ensure that the trade 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 UK stamp duty or stamp duty reserve tax.

Representations, Warranties and Further Terms

By participating in the Placing, each Placee (and any person acting on such Placee's behalf) irrevocably represents, warrants, acknowledges, undertakes, confirms and agrees (for itself and for any such prospective Placee) that (save where Zeus expressly agrees in writing to the contrary):

1. it has read and understood the Announcement and these Terms and Conditions in their entirety and its acquisition of 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 it has not relied on, and will not rely on, any information given or any representations, warranties or statements made at any time by any person in connection with Admission, the Placing, the Company, the Placing Shares or otherwise, other than the information contained in the Announcement and any information publicly announced through a Regulatory Information Service by or on behalf of the Company on or prior to the date of these Terms and Conditions ("**Publicly Available Information**");
2. save for the Prospectus, it has not received a prospectus or other offering document in connection with the Placing and acknowledges that no prospectus or other offering document is required under any applicable law or has been or will be prepared in connection with the Placing or the Placing Shares.
3. it has made its own assessment of the Placing Shares and has relied on its own investigation of the business, financial position and other aspects of the Company in accepting a participation in the Placing and neither Zeus nor the Company nor any of their respective affiliates, agents, advisers, directors, officers or employees 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 the Announcement, the Prospectus and these Terms and Conditions or the Publicly Available Information (as defined in the Terms and Conditions); nor has it requested Zeus, the Company or any of their respective affiliates, agents, advisers, directors, employees or officers or any person acting on behalf of any of them to provide it with any such information;

4. neither Zeus nor any person acting on its behalf, nor any of its respective affiliates, agents, directors, officers or employees, has or shall have any liability for any Publicly Available Information or any representation relating to the Company, provided that nothing in these Terms and Conditions excludes the liability of any person for any fraudulent misrepresentation made by that person;
5. the only information on which it is entitled to rely and on which it has relied in committing to acquire the Placing Shares is contained in the 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 the Announcement and the Publicly Available Information;
6. neither Zeus nor any of its affiliates, agents, directors, officers or employees 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 Announcement or Publicly Available Information;
7. it may not rely, and has not relied, on any investigation that either Zeus, any of its affiliates or any person acting on their behalf, may have conducted with respect to the Placing Shares or the Company, and none of such persons has made any representation, express or implied, with respect to the Company, the Placing Shares or the accuracy, completeness or adequacy of the information from the LSE or any other information; each Placee further acknowledges that it has conducted its own investigation of the Company and the Placing Shares and has received all information it believes necessary or appropriate in connection with its investment in the Placing Shares;
8. the content of this Announcement and the Prospectus are exclusively the responsibility of the Company and that neither Zeus nor its affiliates or any person acting on behalf of any of them has or shall have any liability for any information, representation or statement contained in, or omission from, this Announcement, the Prospectus or any information previously published by or on behalf of the Company, pursuant to applicable laws, and will not be liable for any Placee's decision to participate in the Placing based on any information, representation or statement contained in this Announcement, the Prospectus or otherwise. Each Placee further represents, warrants and agrees that the only information on which it is entitled to rely and on which such Placee has relied in committing itself to acquire Placing Shares is contained in this Announcement, the Prospectus and any information previously published by the Company by notification to a Regulatory Information Service, such information being all that such Placee deems necessary or appropriate and sufficient to make an investment decision in respect of the Placing Shares and that it has neither received nor relied on any other information given, or representations, warranties or statements made, by Zeus or the Company or any of their respective affiliates, agents, directors, partners, officers or employees and none of Zeus or the Company or any such affiliate, agent, director, partner, officer or employee will be liable for any Placee's decision to accept an invitation to participate in the Placing based on any other information, representation, warranty or statement, provided that nothing in this paragraph excludes the liability of any person for fraud or fraudulent misrepresentation made by that person;
9. it has the funds available to pay for the Placing Shares which it has agreed to acquire and acknowledges and agrees that it will pay the total subscription amount in accordance with the Announcement and these Terms and Conditions by the due time and date set out herein,

failing which the relevant Placing Shares may be placed with other Placees or sold at such price as Zeus determines;

10. it and each person on whose behalf it is participating:
 - a) is entitled to acquire Placing Shares pursuant to the Placing under the laws and regulations of all relevant jurisdictions;
 - b) has fully observed such laws and regulations;
 - c) 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; and
 - d) has obtained all necessary consents and authorities (including, without limitation, in the case of a person acting on behalf of a Placee, all necessary consents and authorities to agree to the terms set out or referred to in these Terms and Conditions) 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 and acknowledges that it is required to comply with all applicable laws and regulations with respect to its acquisition of Placing Shares;
11. 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;
12. it understands that 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;
13. 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;
14. it will not distribute, forward, transfer or otherwise transmit the Announcement or these Terms and Conditions or any part of them or any other presentational or other materials concerning the Placing (including, but not limited to, the Prospectus) 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;
15. none of Zeus, its affiliates and/or any person acting on behalf of any of them is making any recommendations to it or 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 Zeus and that Zeus has no duties or responsibilities to it for providing the protections afforded to its clients or for providing advice in relation to the Placing or in respect of any representations, warranties, undertakings or indemnities contained in the Placing Agreement or for the exercise or performance of any of its rights and obligations thereunder including any rights to waive or vary any conditions or exercise any termination right;
16. it will make payment to Zeus for the Placing Shares allocated to it in accordance with these Terms and Conditions on or by such date as notified by Zeus or the Company, failing which

the relevant Placing Shares may be placed with others on such terms as Zeus determines in its absolute discretion without liability to the Placee and the Placee will remain liable for any shortfall below the aggregate amount owed by it and may be required to bear any stamp duty or stamp duty reserve tax (together with any interest or penalties due pursuant to the terms set out or referred to in these Terms and Conditions) or other similar taxes imposed in any jurisdiction which may arise upon the sale of such Placing Shares on such Placee's behalf;

17. its Recorded Commitment to acquire Placing Shares will represent a maximum number of Placing Shares which it may be required to subscribe for, and that following the allocation process Zeus may call upon it to subscribe for a lower number of Placing Shares (if any), but in no event in aggregate more than the aforementioned maximum;
18. no action has been or will be taken by any of the Company, Zeus or any person acting on behalf of the Company or Zeus 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;
19. the person who it specifies for registration as holder of the Placing Shares will be the Placee or a nominee of the Placee, as the case may be;
20. neither Zeus nor the Company will be responsible for any liability to stamp duty or stamp duty reserve tax resulting from a failure to observe the above requirement. Each Placee and any person acting on behalf of such Placee agrees to acquire Placing Shares pursuant to the Placing and agrees to indemnify the Company and Zeus in respect of the same on the basis that the Placing Shares will be allotted to a CREST stock account of Zeus or transferred to a CREST stock account of Zeus who will hold them as nominee on behalf of the Placee until settlement in accordance with such Placee's standing settlement instructions with Zeus;
21. 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 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;
22. if it is within the United Kingdom, 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;
23. it has not offered or sold and will not offer or sell any Placing Shares to persons in the United Kingdom except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their business or otherwise in circumstances which have not resulted and which will not result in an offer to the public in the United Kingdom within the meaning of section 85(1) of the FSMA or an offer to the public in any member state of the EEA within the meaning of Article 2(e) of the Prospectus Regulation as it forms part of the UK domestic law by virtue of the European Union (Withdrawal) Act 2018, or an offer to the public in any Relevant State within the meaning of the Prospectus Regulation;
24. 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 neither the Announcement nor these Terms and Conditions has been or will be approved by Zeus in its capacity as an authorised person under section 21 of the FSMA and it may not therefore be subject to the controls which would apply if it was made or approved as a financial promotion by an authorised person;

25. it has complied and it will comply with all applicable laws in any jurisdiction 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 Market Abuse Regulation (EU Regulation No. 596/2014 which forms part of domestic law pursuant to the European Union (Withdrawal) Act 2018) (“**UK MAR**”) in respect of anything done in, from or otherwise involving the United Kingdom);
26. if it has received any inside information (for the purposes of UK 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:
 - a) dealt (or attempted to deal) in the securities of the Company;
 - b) encouraged, recommended or induced another person to deal in the securities of the Company; or
 - c) unlawfully disclosed such information to any person, prior to the information being made publicly available;
27. neither Zeus, the Company nor any of their respective affiliates, agents, advisers, directors, officers or employees nor any person acting on behalf of Zeus, the Company or their respective affiliates, agents, advisers, directors, officers or employees 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 nor providing advice in relation to the Placing nor in respect of any representations, warranties, acknowledgements, agreements, undertakings, or indemnities contained in the Placing Agreement nor the exercise or performance of Zeus’s rights and obligations thereunder including any rights to waive or vary any conditions or exercise any termination right;
28. either of Zeus and its affiliates, acting as an investor for its or their own account(s), 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 or their 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 these Terms and Conditions and/or the 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, Zeus and/or any of its affiliates acting as an investor for its or their own account(s). Neither Zeus 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;
29. it:
 - a) has complied, and will comply, with its obligations in connection with money laundering and terrorist financing under the Proceeds of Crime Act 2002, the Terrorism Act 2000, the Terrorism Act 2006 and the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (in each case as amended);
 - b) is not a person: (i) 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; (ii) named on the Consolidated List of Financial Sanctions Targets maintained by HM Treasury of the United Kingdom; or 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,

all such statutes, rules and regulations referred to in this paragraph 29 together, 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 purchase, and it will provide promptly to Zeus such evidence, if any, as to the identity or location or legal status of any person which Zeus 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 Zeus 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 Zeus may decide at its sole discretion;

30. in order to ensure compliance with the Regulations, Zeus (for itself and as agent on behalf of the Company) or the Company's registrar may, in their absolute discretion, require verification of its identity. Pending the provision to Zeus or the Company's registrar, as applicable, of evidence of identity, definitive certificates in respect of the Placing Shares may be retained at Zeus's absolute discretion or, where appropriate, delivery of the Placing Shares to it in uncertificated form may be delayed at Zeus's or the Company's registrar's, as the case may be, absolute discretion. If, within a reasonable time after a request for verification of identity, Zeus (for itself and as agent on behalf of the Company) or the Company's registrar have not received evidence satisfactory to them, either Zeus 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 from which they were originally debited;
31. its commitment to acquire Placing Shares on the Terms and Conditions 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 Zeus's conduct of the Placing;
32. neither Zeus nor any of its affiliates, agents, advisers, directors, officers or employees makes any representation in respect of or shall have any responsibility for the tax treatment that any Placee may receive or expect in relation to their investment in Placing Shares;
33. it has knowledge and experience in financial, business and international investment matters as is required to evaluate the merits and risks of acquiring the Placing Shares. 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 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;
34. it irrevocably appoints any duly authorised officer of Zeus as its agent for the purpose of executing and delivering to the Company and/or its registrar any documents on its behalf

necessary to enable it to be registered as the holder of any of the Placing Shares which it agrees to acquire upon these Terms and Conditions;

35. the Company, Zeus and others (including each of their respective affiliates, agents, advisers, directors, officers and employees) will rely upon the truth and accuracy of the foregoing representations, warranties, undertakings, acknowledgements and agreements, which are given to Zeus on their own behalf and on behalf of the Company and are irrevocable;
36. it is acting as principal only in respect of the Placing or, if it is acquiring the Placing Shares as a fiduciary or agent for one or more investor accounts, it is duly authorised to do so and 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;
37. time is of the essence as regards its obligations under these Terms and Conditions;
38. 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 Zeus;
39. the Placing Shares will be issued subject to these Terms and Conditions; and
40. these Terms and Conditions and all documents into which these Terms and Conditions are 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 Placing 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 (contractual or otherwise) or matter 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 interest chargeable thereon) may be taken by the Company or Zeus 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 and hold the Company, Zeus and each of their respective affiliates, agents, directors, officers and employees 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 these Terms and Conditions or incurred by Zeus, the Company or any of their respective affiliates, agents, directors, officers or employees arising from the non-performance of the Placee's obligations as set out in these Terms and Conditions, and further agrees that the provisions of these Terms and Conditions shall survive after 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 depository 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 Zeus 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 Zeus 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 Zeus in the event that any of the Company and/or Zeus have incurred any such liability to such taxes or duties.

The representations, warranties, acknowledgements, agreements, indemnities and undertakings contained in these Terms and Conditions are given to Zeus for itself and on behalf of the Company and are irrevocable.

Zeus is authorised and regulated by the FCA in the United Kingdom and is acting exclusively for the Company and no one else in connection with the Placing, and will not be responsible to anyone (including any Placees) other than the Company for providing the protections afforded to their clients or for providing advice in relation to the Placing or any other matters referred to in these Terms and Conditions.

Each Placee and any person acting on behalf of the Placee acknowledges that Zeus 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.

The provisions of these Terms and Conditions may be varied, waived or modified as regards specific Placees or on a general basis by Zeus provided always that such variation, waiver or modification is not materially prejudicial to the interests of the Company or Zeus.

In the case of a joint agreement to acquire Placing Shares, references to a "**Placee**" in these Terms and Conditions are to each of such Placees and such joint Placees' liability is joint and several.

Information to Distributors

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 retail investors and investors who meet the criteria of professional clients and 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 Company's common shares may decline and investors could lose all or part of their investment; the Company's common shares offer no guaranteed income and no capital protection; and an investment in the Company's common 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, Zeus 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.

General

Each Placee and any person acting on behalf of the Placee acknowledges and agrees that Zeus 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.

When a Placee or any person acting on behalf of the Placee is dealing with Zeus, any money held in an account with Zeus 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 the 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 Zeus's money in accordance with the client money rules and will be held by it under a banking relationship and not as trustee.

In these Terms and Conditions, any words following the terms "**including**", "**include**", "**in particular**", "**for example**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

References to time in the Terms and Conditions are to London time, unless otherwise stated.

All times and dates in these Terms and Conditions may be subject to amendment. Placees will be notified of any changes.

No statement in the Announcement or these Terms and Conditions is intended to be a profit forecast or estimate, and no statement in the Announcement or these Terms and Conditions 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.

The price of Placing 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 Placing Shares. Past performance is no guide to future performance, and persons needing advice should consult an independent financial adviser.

The Placing Shares to be issued pursuant to the Placing will not be admitted to trading on any stock exchange other than the main 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, these Terms and Conditions and/or the Announcement.

Definitions and interpretation

In this Appendix, unless the context otherwise requires:

"Admission"	admission of the Placing Shares to the standard listing segment of the Official List and to trading on the London Stock Exchange's main market for listed securities becoming effective in accordance with, respectively, the Listing Rules and the Admission and Disclosure Standards;
"Admission and Disclosure Standards"	the rules published by the London Stock Exchange containing, amongst other things, the admission requirements to be observed by companies seeking admission to trading on the London Stock Exchange's main market for listed securities;
"General Meeting"	the general meeting of the Company to be convened for the purpose of considering the Resolutions, notice of which will be set out in a Notice of General Meeting, or any adjournment of such meeting;
"Listing Rules"	the Listing Rules of the FCA under the FSMA;
"LSE"	London Stock Exchange plc;
"Ordinary Shares"	means the ordinary shares of £0.01 each in the capital of the Company;
"Placees"	means persons who agree conditionally to subscribe for the Placing Shares pursuant to the Placing in accordance with the Terms and Conditions;

“Placing”	the proposed conditional placing of the Placing Shares at the Placing Price pursuant to the terms of the Placing Agreement, to be conducted by a bookbuild process on the Terms and Conditions annexed to this Announcement;
“Placing Agreement”	the placing agreement between the Company and Zeus entered into on the date of this Announcement in connection with the Placing and Admission;
“Placing Price”	£0.025 per Placing Share;
“Placing Share”	new Ordinary Shares to be conditionally placed by Zeus pursuant to the Placing;
"Regulatory Information Services" or "RIS"	any of the services set out in the list of primary information providers maintained by the FCA; and
“Resolutions”	the resolutions to be proposed at the General Meeting.