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THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION FOR THE PURPOSES OF ARTICLE 7 OF EU REGULATION 596/2014 AS RETAINED AS PART OF UK LAW BY VIRTUE OF THE EUROPEAN UNION (WITHDRAWAL) ACT 2018 (AS AMENDED) (“**UK MAR**”). IN ADDITION, MARKET SOUNDINGS (AS DEFINED IN UK 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 UK MAR. UPON THE PUBLICATION OF THIS ANNOUNCEMENT, THIS INSIDE INFORMATION IS NOW CONSIDERED TO BE IN THE PUBLIC DOMAIN.

9 December 2021

## **Directa Plus plc**

### **Proposed equity raise to fund significant growth opportunities**

Directa Plus (AIM: DCTA) (the “**Company**”), a leading producer and supplier of graphene nanoplatelets based products for use in consumer and industrial markets, announces its intention to undertake a fundraising to raise gross proceeds of approximately £7.0 million (before expenses) by way of a conditional placing (the “**Placing**”) and a conditional subscription (the “**Subscription**” and, together with the Placing, the “**Fundraising**”), pursuant to which it proposes to issue approximately 4,666,667 new Ordinary Shares, in aggregate (the “**New Ordinary Shares**”), at a price of 150p each (the “**Issue Price**”).

The Fundraising will be conditional on obtaining approval of the Shareholders at a General Meeting of the Company which will be notified to Shareholders in due course.

#### *Details of the Placing*

The Placing will be effected by way of an accelerated bookbuild (the “**Bookbuild**”) which will be launched immediately following this Announcement and will be available to new and existing eligible institutional investors. Cenkos Securities plc (“**Cenkos**”) and Singer Capital Markets Securities Limited (“**Singer Capital Markets**”) are acting as joint brokers in relation to the Placing (the “**Joint Brokers**”). A placing agreement has been entered into today between the Company, Cenkos and Singer Capital Markets in connection with the Placing (the “**Placing Agreement**”). Further details on the Placing, which is subject to the terms and conditions set out in the Appendix 1 to this Announcement, are set out in paragraph 5 below.

Whilst the Company has already conducted a focused marketing exercise amongst certain Shareholders and other investors, and the Company is pleased with the level of indicative support received to date, there can be no certainty at this time that the Placing will be successful. The timing of the closing of the Placing and the number of Placing Shares and allocations are at the discretion of the Company and the Joint Brokers and a further announcement confirming these details is expected to be made in due course.

The Joint Brokers reserve the right to close the Bookbuild without further notice.

One director of the Company has indicated that he intends to participate in the Placing.

#### *Details of the Subscription*

The Company is pleased to confirm that certain existing shareholders in the Company have today entered into Subscription Agreements to conditionally subscribe for up to a total of 2,227,741 new Ordinary Shares (“**Subscription Shares**”) as part of the Fundraising, in each case at the Issue Price and at the same time as the Placing, in order to maintain their current percentage shareholding in the Company following completion of the Fundraising.

The number of Subscription Shares conditionally subscribed for by each such Shareholder pursuant to the Subscription, and their resulting shareholdings on Admission, are set out below:

<i>Subscriber</i>	<i>Number of Existing Ordinary Shares</i>	<i>Number of Subscription Shares</i>	<i>Number of Ordinary Shares on Admission<sup>1</sup></i>	<i>Percentage of Enlarged Share Capital on Admission<sup>1</sup></i>
Nant Capital, LLC <sup>2</sup>	17,623,440	1,340,212 <sup>3</sup>	18,963,652	28.72%
Dompe Holdings S.r.l.	7,519,999	571,874	8,091,873	12.25%
Finanziaria Le Perra S.p.A.	4,150,794	315,655	4,466,449	6.76%

<sup>1</sup> Assuming that the total number of New Ordinary Shares issued pursuant to the Fundraising is 4,666,667 and that no employee share incentives or options are exercised between the date of this Announcement and Admission.

<sup>2</sup> Includes shares held by Dr Patrick Soon-Shiong, the beneficial owner of Nant Capital, LLC

<sup>3</sup> Or such lower number of Subscription Shares as shall result in Nant Capital, LLC (together with Dr Patrick Soon-Shiong) holding not more than 29.9 per cent. of the Enlarged Share Capital

Certain Directors of the Company have indicated that they intend to participate in the Subscription and it is anticipated that those Directors will enter into Subscription Agreements following this Announcement to conditionally subscribe for new Ordinary Shares, in each case at the Issue Price and at the same time as the Placing.

The Subscription is not being made subject to the terms and conditions set out in Appendix 1 to this Announcement and instead will be made on the terms set out of the underlying subscription agreements with the Company.

Nant Capital, LLC and Dompe Holdings S.r.l. are each considered to be “related parties” as they are “substantial shareholders” as such terms are defined under the AIM Rules and, accordingly, their participation in the Subscription constitutes a related party transaction for the purposes of Rule 13 of the AIM Rules. The Directors consider, having consulted with the Company's nominated adviser, Cenkos, that the terms of the participation in the Subscription by each of Nant Capital, LLC and Dompe Holdings S.r.l. are fair and reasonable insofar as the Shareholders are concerned.

**Sir Peter Middleton, Non-Executive Chairman, commented:**

*"Directa Plus has made consistent progress towards its goal of commercialising its graphene products and processes with a high quality, growing roster of customers. The Fundraising will enable the Company to accelerate that progress by providing funds for investment in what the Board considers to be exciting opportunities. We look forward to beginning the next phase of growth."*

**For further information, please contact:**

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**This Announcement should be read in its entirety. In particular, you should read and understand the information provided in the "Important Notices" section of this Announcement and to the detailed terms and conditions of the Placing and further information relating to the Bookbuild described in Appendix 1 to this Announcement (which also forms part of this Announcement).**

**The person responsible for arranging the release of this Announcement on behalf of the Company is Giorgio Bonfanti, Chief Financial Officer of the Company.**

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**1. Background to and reasons for the Fundraising**

*Introduction*

Directa Plus was established in 2005 and admitted to trading on the AIM market in 2016. The Company has a unique and proven process for the production of pristine, chemical free graphene nanoplatelets, tailored to its partners' and customers' requirements and which is both flexible and scalable. The Company relies on an increasingly valuable intellectual property portfolio that continues to build and the benefits of its chemical-free production process sets Directa Plus apart from its competitors. The Company's current patent portfolio comprises 71 granted patents plus 26 patents pending, grouped in 18 families - four covering the G+<sup>®</sup> production process and 14 covering G+<sup>®</sup> products and applications. The Company is transitioning from a learning and discovery company to greater commercialisation and growth.

The Fundraising will allow the Company to progress to the next stage in its journey.

### *Strategy*

Global graphene demand is expected to increase significantly over the next 10 years. The Company is well positioned to benefit from this market growth and to play a key role in its near-term development. The Company's strategy is to target existing products and markets that can be significantly improved with the addition of Directa Plus products. The Company works with key partners, benefitting from their knowledge of the market, strong reputation and commercial channels.

The Company is currently targeting four key markets:

- Environmental remediation – through its Setcar subsidiary, using Directa Plus' Grafysorber® technology to help the oil and gas industry to tackle environmental issues from hydrocarbon pollution;
- Textiles – printing nanoplatelets on fabrics, and enhanced membranes for the sports, luxury, fashion, workwear and military markets;
- Composites – introducing the next generation of graphene-enhanced asphalts for a lower carbon world; and
- Lithium-sulphur batteries – the development of a Lithium-Sulphur battery using the Directa Plus' G+® pristine graphene nanoplatelets.

## **2. Use of proceeds from the Fundraising**

The Company is seeking to raise capital to fund what it regards as two significant future growth opportunities in existing verticals.

### *Water treatment plant and absorbent materials*

The Company plans to invest approximately £1.9 million in the development of its Grafysorber® technology, to broaden the number of applications offered in its Environmental remediation vertical, and in the construction of a water treatment plant, providing dedicated equipment for in-house treatment of industrial water and for the removal of hydrocarbons and other organic pollutants using its Grafysorber® technology. The Company also plans to continue its research and development activities for the production of absorbent materials such as Grafysorber®-made booms, pillows, socks and pads for the oil and gas industry and others and to locate a Grafysorber® production unit in Sectar's premises in Romania, close to existing customers.

### *Air and water filters*

The Company plans to invest approximately £1.3 million to advance the application of Directa Plus' G+® technology to non-woven fabrics to confer antibacterial and antiviral properties. The Company is targeting new markets leveraging on its progress in air-filter applications. As announced on 1 December 2021, the Company has signed a Letter of Intent with an Italian-based global chemicals and materials group and a major player in the non-woven materials industry to collaborate on an exclusive basis for an initial period of 12 months. The collaboration will see Directa Plus G+® technologies combined with those of its partner to develop specific products for the global air and water filtration markets. If the initial collaboration is successful and the technical results envisaged are achieved, the two companies will negotiate a technical

and commercial partnership agreement.

The commercialisation of G+<sup>®</sup> functionalised non-woven materials will be accelerated through its partner's sales channels and Directa Plus aims to benefit with a revenue-sharing business model.

#### *Other*

The remainder of the net proceeds of the Fundraising will provide the financial strength necessary to fund the Company's continued investment in exploring and developing new growth opportunities, provide the balance sheet strength to support the Company and its subsidiaries in responding to significant new tenders currently in progress, and to provide additional liquidity for its general working capital purposes.

### **3. Current trading and prospects**

The Company announced its interim results for the 6 months to 30 June 2021 on 29 September 2021, reporting the best results in its history, with revenue up 41 per cent. to €3.95m and EBITDA loss reduced by 70 per cent. to €0.44 million. Cash at the period end was €5.2 million, with net cash (including lease liabilities) of €2.5 million.

The Company has continued to trade strongly in the second half of 2021, with growth driven by both the Environmental and Textile verticals. Revenue for the 9 months to 30 September 2021 grew to €5.74 million (excluding the benefit of €0.50 million of one-off income from Setcar) with an EBITDA loss for the period of €0.87 million.

The Company has a significant current pipeline of opportunities at various stages of development and across all verticals.

The impact of the investment from the Fundraising is expected to positively impact the Company's revenues and profitability from FY2023 onwards and to have no material impact on the Company's financial performance in the interim.

Management retains a positive outlook for the Company and has confidence in meeting current market expectations and achieving its target of turning EBITDA positive during FY2022.

### **4. EIS / VCT**

The Company received advance assurance on 1 April 2016 from HM Revenue & Customs ("HMRC") that it is a qualifying company for the purposes of the Enterprise Investment Scheme ("EIS Advance Assurance"). On 7 September 2021, the Company applied to HMRC to receive advance assurance that it continues to be a qualifying company for EIS Advance Assurance.

The Company received an email from HMRC dated 11 October 2021, stating that they believe they will be able to authorise the Company to issue compliance certificates under Section 204(1) Income Tax Act 2007 in respect of the Ordinary Shares to be issued, following receipt of a form EIS1 satisfactorily completed. HMRC also confirmed that the Company would be considered 'knowledge intensive' for the proposed issue of shares pursuant to the EIS/VCT Placing.

HMRC can no longer consider applications to receive advance assurance that a company is a qualifying company for the purposes of the Venture Capital Trust rules ("**VCT Advance**

**Assurance**”) where the details of the potential qualifying holding are not given.

The assurance does not guarantee the availability of any form of relief under the Enterprise Investment Scheme to any particular subscriber and there can be no certainty that either VCT Advance Assurance will be granted by HMRC or that the EIS Advance Assurance will be reconfirmed.

Investors considering taking advantage of EIS Relief or making a qualifying VCT investment are recommended to seek their own professional advice in order that they may fully understand how the relief legislation may apply in their individual circumstances. Any Shareholder who is in any doubt as to his taxation position under the EIS and VCT legislation, or who is subject to tax in a jurisdiction other than the UK, should consult an appropriate professional adviser.

## 5. **Details of the Placing**

The Placing is being conducted through the Bookbuild which is managed by the Joint Brokers.

The Bookbuild will open with immediate effect following release of this Announcement. The price at which such Placing Shares are to be issued is 150p (the “**Issue Price**”). The number of Placing Shares to be issued in the Placing will be agreed by the Joint Brokers and the Company at the close of the Bookbuild. The timing of the closing of the Bookbuild and allocations are at the discretion of the Joint Brokers and the Company. Details of the number of New Ordinary Shares to be issued will be announced as soon as practicable after the close of the Bookbuild.

The Placing is subject to the terms and conditions set out in Appendix 1 to this Announcement.

In conjunction with the Placing and as outlined above, certain existing Shareholders have entered into Subscription Agreements with the Company to conditionally subscribe for new Ordinary Shares alongside the Placing and it is anticipated that certain Directors will also enter into Subscription Agreements with the Company to conditionally subscribe for new Ordinary Shares alongside the Placing (the “**Subscription Shares**” and, together with the Placing Shares, the “**New Ordinary Shares**”). The Subscription Shares will be subscribed for on the basis agreed pursuant to subscription agreements with the Company, rather than the terms and conditions of the Placing set out in Appendix 1 to this Announcement.

Application will be made to the London Stock Exchange for the New Ordinary Shares to be issued pursuant to the Fundraising to be admitted to trading on AIM. It is expected that Admission will occur and that dealings in the Placing Shares and the Subscription Shares will commence at 8.00 a.m. on 30 December 2021 on which date it is also expected that the Placing Shares and the Subscription Shares will be enabled for settlement in CREST.

The New Ordinary Shares, when issued, will be issued and credited as fully paid and will rank in full for all dividends and other distributions declared, made or paid after the admission of those Ordinary Shares and will otherwise rank on Admission pari passu in all respects with each other and with the Existing Ordinary Shares.

The Company’s total costs and expenses associated with the Fundraising are estimated to be £0.5 million.

The Placing is conditional upon, amongst other things:

- the Joint Brokers and the Company agreeing the number of Placing Shares at the close of

- the Bookbuild;
- the passing of the Resolutions without amendment to be proposed at the General Meeting;
- the Placing Agreement having become unconditional (save for Admission) and not having been terminated in accordance with its terms prior to Admission;
- the allotment of the EIS/VCT Placing Shares in advance of the allotment of the Non-EIS/VCT Placing Shares; and
- Admission taking place by no later than 8.00 a.m. on 30 December 2021 (or such later date as the Joint Brokers may agree in writing with the Company, being not later than 8.00 a.m. on 13 January 2022).

If any of the conditions are not satisfied or waived by both of the Joint Brokers in their absolute discretion (where permitted under the terms of the Placing Agreement), the New Ordinary Shares (other than possibly the EIS/VCT Placing Shares) will not be issued and Admission will not take place.

Pursuant to the Placing Agreement, the Joint Brokers, as agents for the Company, have agreed to use their respective reasonable endeavours to procure subscribers for the Placing Shares at the Issue Price.

The Placing Agreement contains customary warranties given by the Company in favour of the Joint Brokers in relation to, inter alia, the accuracy of the information in this Announcement and other matters relating to the Company and its business. In addition, the Company has agreed to indemnify the Joint Brokers in relation to certain liabilities which the Joint Brokers may incur in respect of the Placing.

Under the Placing Agreement, the Company has agreed to pay to the Joint Brokers a commission based on the aggregate value of the New Ordinary Shares issued pursuant to the Placing at the Issue Price.

Each Joint Broker has the right to terminate the Placing Agreement in certain circumstances prior to Admission, in particular, in the event of a breach of any of the warranties or a material adverse change.

The Placing Agreement also provides for the Company to pay all costs, charges and expenses of, or incidental to, the Placing and Admission including all legal and other professional fees and expenses.

The Placing Shares have not been made available to the public and have not been offered or sold in any jurisdiction where it would be unlawful to do so.

**For further information:**

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## Notes to Editors

Directa Plus ([www.directa-plus.com](http://www.directa-plus.com)) is one of the largest producers and suppliers of graphene-based products for use in consumer and industrial markets. The Company's graphene manufacturing capability uses proprietary patented technology based on a plasma super expansion process. Starting from natural graphite, each step of Directa Plus' production process – expansion, exfoliation and drying – creates graphene-based materials and hybrid graphene materials ready for a variety of uses and available in various forms such as powder, liquid and paste.

This proprietary production process uses a physical process, rather than a chemical process, to process graphite into pristine graphene nanoplatelets, which enables Directa Plus to offer a sustainable, non-toxic product, without unwanted by-products.

Directa Plus' products are made of hybrid graphene materials and graphene nano-platelets. The products (marketed as G+) have multiple applications due to its properties. These G+ products can be categorised into various families, with different products being suitable for specific practical applications.

Directa Plus was established in 2005 and is based in Lomazzo (Como, Italy) and has been listed on the AIM market of the London Stock Exchange since May 2016. Directa Plus holds the Green Economy Mark from London Stock Exchange which recognises companies that contribute to the global green economy.

## IMPORTANT NOTICES

THIS ANNOUNCEMENT, INCLUDING THE APPENDICES AND THE INFORMATION CONTAINED IN THEM, IS RESTRICTED AND IS NOT FOR PUBLICATION, RELEASE, FORWARDING OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, IN OR INTO THE UNITED STATES OF AMERICA, ITS TERRITORIES AND POSSESSIONS, ANY STATE OF THE UNITED STATES OR THE DISTRICT OF COLUMBIA (COLLECTIVELY, THE “**UNITED STATES**”) (OTHER THAN PURSUANT TO CERTAIN EXEMPTIONS), AUSTRALIA, CANADA, SOUTH AFRICA OR JAPAN OR ANY OTHER JURISDICTION IN WHICH SUCH PUBLICATION, RELEASE OR DISTRIBUTION WOULD BE UNLAWFUL. FURTHER, THIS ANNOUNCEMENT IS FOR INFORMATION PURPOSES ONLY AND IS NOT AN OFFER OF SECURITIES IN ANY JURISDICTION. THIS ANNOUNCEMENT HAS NOT BEEN APPROVED BY THE LONDON STOCK EXCHANGE, NOR IS IT INTENDED THAT IT WILL BE SO APPROVED.

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, Canada, Australia, South Africa, 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.

No action has been taken by the Company, Cenkos Securities plc (“**Cenkos**”), Singer Capital Markets Securities Limited (“**Singer Capital Markets**” and, together with Cenkos, the “**Joint Brokers**”) or any of their respective affiliates, or any person acting on its or their behalf 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. Persons into whose possession this Announcement comes are required by the Company and the Joint Brokers to inform themselves about, and to observe, such restrictions.

No prospectus, offering memorandum, offering document or admission document has been or will be made available in connection with the matters contained in this Announcement and no such prospectus is required (in accordance with Regulation (EU) No 2017/1129 of the European Parliament and of the Council of 14 June 2017 (as amended) (the “**EEA Prospectus Regulation**”) or the UK version of the EEA Prospectus Regulation as it forms part of UK law by virtue of the European Union (Withdrawal) Act 2018 (as amended) (the “**Prospectus Regulation**”)) to be published.

The Placing Shares have not been and will not be registered under the US Securities Act of 1933, as amended (the “**Securities Act**”), or with any securities regulatory authority of any State or other jurisdiction of the United States, and may not be offered, sold, 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 the securities laws of any State or any other jurisdiction of the United States. Accordingly, the Placing Shares will be offered and sold only (i) outside of the United States in “offshore transactions” (as such term is defined in Regulation S under the Securities Act (“**Regulation S**”)) pursuant to Regulation S and otherwise in accordance with applicable laws; and (ii) in the United States to persons who are “qualified institutional buyers” (as defined in Rule 144A under the Securities Act) and who have delivered to the Company and the Joint Brokers a US Investor Letter substantially in the form provided to it, in each case, pursuant to an exemption from, or in a transaction not subject to, registration under the Securities Act. No public offering of the Securities will be made in the United States or elsewhere.

The Placing has not been approved or disapproved by the US Securities and Exchange Commission, any state securities commission in the United States or any US regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of the Placing, or the accuracy or adequacy of this presentation. Any representation to the contrary is a criminal offence in the United States.

This Announcement has not been approved by the Financial Conduct Authority (the “**FCA**”) or the London Stock Exchange.

In member states of the European Economic Area (the “**EEA**”), this Announcement is directed at and is only being distributed to “qualified investors” within the meaning of Article 2(e) of the Prospectus Regulation (“**Qualified Investors**”). In the United Kingdom, this Announcement is directed at and is only being distributed to “qualified investors” within the meaning of Article 2(e) of the UK Prospectus Regulation who are also (i) persons having professional experience in matters relating to investments who fall 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 (ii) high net worth companies, unincorporated associations and partnerships and trustees of high value trusts as described in Article 49(2)(a) to (d) of the Order; or (iii) other persons to whom it may otherwise lawfully be communicated (all such persons together being “**Relevant Persons**”). Any investment or investment activity to which this Announcement relates is available only to (i) in any member state of the EEA, Qualified Investors; and (ii) in the United Kingdom, Relevant Persons, and will be engaged in only with such persons. This Announcement must not be acted on or relied on (i) in any member state of the EEA, by persons who are not Qualified Investors; and (ii) in the United Kingdom, by persons who are not Relevant Persons.

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 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 Australia, Canada, 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 Australia, Canada, South Africa, or Japan or any other jurisdiction in which such activities would be unlawful.

By participating in the Bookbuild and the Placing, each person who is invited to and who chooses to participate in the Placing (each a “**Placee**”) by making an oral or written and legally binding offer to acquire Placing Shares 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 in Appendix 1 to this Announcement and to be providing the representations, warranties, indemnities, acknowledgements and undertakings contained in Appendix 1 to this Announcement.

Certain statements contained in this Announcement constitute “forward-looking statements” with respect to the financial condition, results of operations and businesses and plans of the Company and its subsidiaries (the “**Group**”). Words such as “believes”, “anticipates”, “estimates”, “expects”, “intends”, “plans”, “aims”, “potential”, “will”, “would”, “could”, “considered”, “likely”, “estimate” and variations of these words and similar future or conditional expressions, are intended to identify forward-looking statements but are not the exclusive means of identifying such statements. These statements and forecasts involve risk and uncertainty because they relate to events and depend upon future circumstances that have not occurred. There are a number of factors that could cause actual results or developments to differ materially from those expressed or implied by these forward-looking statements and forecasts. As a result, the Group’s actual financial condition, results of operations and business and plans may differ materially from the plans, goals and expectations expressed or implied by these forward-looking statements. No representation or warranty is made as to the achievement or reasonableness of, and no reliance should be placed on, such forward-looking statements. No statement in this Announcement is intended to be, nor may it be construed as, a profit forecast or be relied upon as a guide to future performance. The forward-looking statements contained in this Announcement speak only as of the date of this Announcement. The Company, its directors, the Joint Brokers, their respective affiliates and any person acting on its or their behalf each expressly disclaim any obligation or undertaking to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise, unless required to do so by applicable law or regulation, the FCA or the London Stock Exchange.

Cenkos Securities plc and Singer Capital Markets Securities Limited are authorised and regulated in the United Kingdom by the FCA. Each Joint Broker is acting exclusively for the Company and no one else in connection with the Placing, the contents of this Announcement and other matters described in this Announcement. No Joint Broker will regard any other person as its client in relation to the Placing, the content of this Announcement and other matters described in this Announcement and will not be responsible to anyone (including any Placees) other than the Company for providing the protections afforded to their respective clients or for providing advice to any other person in relation to the Placing, the content of this Announcement 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 either Joint Broker or by any of its affiliates or any person acting on their behalf as to, or in relation to, the accuracy or completeness of this

Announcement or any other written or oral information made available to or publicly available to any interested party or its advisers, and any liability therefore is expressly disclaimed.

This Announcement does not constitute a recommendation concerning any investor's investment decision with respect to the Placing. Any indication in this Announcement of the price at which Ordinary Shares have been bought or sold in the past cannot be relied upon as a guide to future performance. 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. The contents of this Announcement are not to be construed as legal, business, financial or tax advice. Each investor or prospective investor should consult his, her or its own legal adviser, business adviser, financial adviser or tax adviser for legal, financial, business or tax advice.

Any indication in this Announcement of the price at which the Company's shares 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 or profit estimate for any period and no statement in this Announcement should be interpreted to mean that earnings, earnings per share or income, cash flow from operations or free cash flow for the Company for the current or future financial periods would necessarily match or exceed the historical published earnings, earnings per share or income, cash flow from operations or free cash flow for the Company.

All offers of the Placing Shares will be made pursuant to an exemption under the Prospectus Regulation or the UK Prospectus Regulation from the requirement to produce a prospectus. This Announcement is being distributed and communicated to persons in the UK only in circumstances to which section 21(1) of the Financial Services and Markets Act 2000, as amended does not apply.

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

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

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

This Announcement has been prepared for the purposes of complying with applicable law and regulation in the United Kingdom and the information disclosed may not be the same as that which would have been disclosed if this Announcement had been prepared in accordance with the laws and regulations of any jurisdiction outside the United Kingdom.

#### **UK Product Governance Requirements**

Solely for the purposes of the product governance requirements of Chapter 3 of the FCA Handbook Product Intervention and Product Governance Sourcebook (the "UK Product Governance Requirements"), and disclaiming all and any liability, whether arising in tort, contract or otherwise, which any "manufacturer" (for the purposes of the UK Product Governance Requirements) may otherwise have with respect thereto, the Placing Shares have been subject to a product approval process, which has determined that such 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 the FCA Handbook Conduct of Business Sourcebook; and (ii) eligible for distribution through all permitted distribution channels (the “Target Market Assessment”). Notwithstanding the Target Market Assessment, “distributors” (for the purposes of the UK Product Governance Requirements) 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, the Joint Brokers 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 Chapters 9A or 10A respectively of the FCA Handbook Conduct of Business Sourcebook; or (b) a recommendation to any investor or group of investors to invest in, or purchase or take any other action whatsoever with respect to the Placing Shares. Each distributor is responsible for undertaking its own target market assessment in respect of the Placing Shares and determining appropriate distribution channels.

## **APPENDIX 1**

### **TERMS AND CONDITIONS OF THE PLACING**

#### **IMPORTANT INFORMATION FOR INVITED PLACEEES ONLY REGARDING THE PLACING**

THE INFORMATION AND TERMS CONTAINED IN THIS ANNOUNCEMENT (THE “**PLACING TERMS**”) ARE RESTRICTED AND ARE NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, IN OR INTO OR FROM THE UNITED STATES, THE REPUBLIC OF IRELAND, AUSTRALIA, CANADA, JAPAN, THE REPUBLIC OF SOUTH AFRICA OR ANY OTHER JURISDICTION IN WHICH SUCH RELEASE, PUBLICATION OR DISTRIBUTION WOULD BE UNLAWFUL. THIS ANNOUNCEMENT HAS NOT BEEN APPROVED BY THE LONDON STOCK EXCHANGE, 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 AND THE PLACING TERMS ARE FOR INFORMATION PURPOSES ONLY AND IS DIRECTED ONLY AT: (A) PERSONS IN MEMBER STATES OF THE EUROPEAN ECONOMIC AREA (“**EEA**”) WHO ARE QUALIFIED INVESTORS BEING PERSONS FALLING WITHIN THE MEANING OF ARTICLE 2(E) OF THE EEA PROSPECTUS REGULATION; (B) IF IN THE UNITED KINGDOM WHO ARE QUALIFIED PERSONS WITHIN THE MEANING OF THE UK VERSION OF REGULATION (EU) 2017/1129 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL OF 14 JUNE 2017 WHICH FORMS PART OF UK LAW BY VIRTUE OF THE EUROPEAN UNION (WITHDRAWAL) ACT 2018 AS AMENDED FROM TIME TO TIME (THE “**PROSPECTUS REGULATION**”) E; AND (WHO ARE PERSONS WHO (I) HAVE PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO INVESTMENTS FALLING WITHIN ARTICLE 19(5) (INVESTMENT PROFESSIONALS) OF THE FINANCIAL SERVICES AND UK MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005, AS AMENDED (THE “**ORDER**”); (II) ARE PERSONS FALLING WITHIN ARTICLE 49(2)(A) TO (D) (HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS, ETC.) OF THE ORDER; OR (III) ARE PERSONS TO WHOM IT MAY OTHERWISE BE LAWFULLY COMMUNICATED (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS “**RELEVANT PERSONS**”).

NEITHER THIS ANNOUNCEMENT NOR THE PLACING TERMS MUST 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 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.

THIS ANNOUNCEMENT IS NOT AN OFFER OF SECURITIES FOR SALE INTO THE UNITED STATES. 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 OR TRANSFERRED, DIRECTLY OR INDIRECTLY, IN 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.

EACH PLACEE SHOULD CONSULT WITH ITS 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, SUCH RESTRICTIONS.

Unless otherwise defined in these terms and conditions, capitalised terms used in these terms and conditions shall have the meaning given to them in this Announcement.

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), Canada, the Republic of Ireland, Australia, the Republic of South Africa, 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.

All offers of the Placing Shares will be made pursuant to an exemption under the Prospectus Regulation from the requirement to produce a prospectus. 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) (“**FSMA**”) does not apply.

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, nor will they be, obtained from the Central Bank of Ireland or any other applicable body in the Republic of Ireland; 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 Australia, Canada, Japan, the Republic of Ireland or the Republic of South Africa. 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 Australia, Canada, Japan, the Republic of Ireland or the Republic of South Africa or any other jurisdiction outside the United Kingdom.

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

This Announcement should be read in its entirety. In particular, you should read and understand the information provided in this Appendix 1 to the Announcement.

Either Joint Broker may require any Placee to agree to such further terms and/or conditions and/or give such additional warranties and/or representations as it (in its absolute discretion) sees fit and/or may require any such Placee to execute a separate placing letter (an “**Investor Letter**”).

The Joint Brokers make no representation to any Placees regarding an investment in the Placing Shares. Neither the joint brokers nor any of their respective affiliates, agents, directors, officers, employees or consultants make any representation to any Placees regarding an investment in the Placing Shares. The Placing does not constitute a recommendation or financial product advice and neither of the Joint Brokers has had regard to each Placees particular objectives, financial situation and needs. Each Placee should consult with its own advisers as to legal, tax, business, financial and related aspects of a subscription for Placing Shares.

By participating in the Placing, each person who chooses to participate in the Placing (a “**Placee**”) will be deemed to have read and understood this document 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 1 to the Announcement.

### **No prospectus**

No prospectus or other offering document has been or will be submitted to be approved by the FCA 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 Admission (the “**Publicly Available Information**”) and subject to any further terms set forth in the form of confirmation to be sent to individual Placees.

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 the Joint Brokers, the Company or any other person and none of the Joint Brokers, the Company or any other person acting on such person's behalf nor any of their respective affiliates 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. Each Placee acknowledges and agrees that it has relied on its own investigation of the business, financial or other position of the Company in accepting a participation in the Placing. Nothing in this paragraph shall exclude the liability of any person for fraudulent misrepresentation.

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

Pursuant to the Placing Agreement with the Company and subject to the terms and conditions set out in the Placing Agreement, the Joint Brokers, as agents for and on behalf of the Company, have agreed to use their reasonable endeavours to procure Placees for the Placing Shares at the Issue Price.

The timing of the closing of the Bookbuild and allocations are at the discretion of the Company and the Joint Brokers. Details of the number of Placing Shares will be announced as soon as practicable after the close of the Bookbuild.

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 Ordinary Shares in 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 the London Stock Exchange for admission of the Placing Shares to trading on AIM. It is expected that Admission will become effective at 8.00 a.m. on or around 30 December 2021 and that dealings in the Placing Shares on AIM will commence at the time of Admission.

### **Participation in the Placing**

The Joint Brokers will today commence the Bookbuild to determine demand for participation in the Placing by Placees. This Appendix 1 to the Announcement gives details of the terms and conditions of, and the mechanics of participation in, the Placing. No commissions will be paid to Placees or by Placees in respect of any Placing Shares.

The Joint Brokers and the Company shall be entitled to effect the Placing by such alternative method to the Bookbuild as they may, in their absolute discretion, determine.

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

1. Cenkos is acting as nominated adviser to the Company in connection with the Placing and Admission. Cenkos and Singer Capital Markets are acting as joint brokers in connection with the Placing, both of which are authorised and regulated entities in the United Kingdom by the FCA, as agents for and on behalf of the Company. The Joint Brokers are 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 the Joint Brokers 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 do so, and who are, invited by one or more of the Joint Brokers to participate in the Placing. The Joint Brokers and any of their respective affiliates are entitled to enter bids in the Bookbuild as principal.
- 3 The Placing shall be conducted by way of a fixed price accelerated bookbuild to establish the number of Placing Shares to be allocated to Placees, which will comprise the allocation of Placing Shares.
- 4 The Bookbuild if successful, will establish the aggregate amount payable to the Joint Brokers, as settlement agents for the Company, by all Placees whose bids are successful. The final number of Placing Shares will be agreed between the Joint Brokers and the Company following completion of the Bookbuild. The number of Placing Shares will be announced on a Regulatory Information Service following the completion of the Bookbuild.
- 5 To bid in the Bookbuild, Placees should communicate their bid by telephone or in writing to their usual sales contact at one of the Joint Brokers (as applicable). Each bid should state the aggregate number of Placing Shares which the prospective Placee wishes to subscribe for at the Issue Price. Bids may be scaled down by the Joint Brokers on the basis referred to in paragraph **Error! Reference source not found.** below. The Joint Brokers are arranging the Placing as agents of the Company.
- 6 The Bookbuild will open with immediate effect following release of this Announcement and close as soon as reasonably practicable thereafter at a time to be determined by the Joint Brokers in their absolute discretion (after consultation with the Company). The Joint Brokers may, in agreement with the Company, accept bids that are received after the Bookbuild has closed. The Company reserves the right (upon the agreement of the Joint Brokers) to reduce or seek to increase the amount to be raised pursuant to the Placing.
- 7 Each Placee's allocation in the Placing shall be determined by the Joint Brokers and the Company and will be confirmed orally by the relevant Joint Broker as agent of the Company following the close of the Bookbuild. That oral confirmation will give rise to an irrevocable, legally binding commitment by that person (who at that point becomes a Placee), in favour of the relevant Joint Broker and the Company, under which it agrees to acquire the number of Placing Shares allocated to the Placee at the Issue Price and otherwise on the terms and subject to the conditions set out in this Appendix 1 to the Announcement and in accordance with the Company's articles of association. Except with the relevant Joint Broker's written consent, such commitment will not be capable of variation or revocation after the time at which it is submitted. Each prospective Placee's allocation and commitment will be evidenced by a form of an electronic trade confirmation or contract note issued to such Placee by the relevant Joint Broker. The terms of this Appendix 1 to the Announcement will also be deemed incorporated in the form of confirmation.
- 8 Each Placee will have an immediate, separate, irrevocable and binding obligation, owed to the relevant Joint Broker, 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 acquire and the Company has agreed to allot and issue to that Placee.
- 9 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**”.

- 10 All obligations of the Joint Brokers under the Placing will be subject to fulfilment or (if applicable) waiver 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**”.
- 11 By participating in the Placing, 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.
- 12 To the fullest extent permissible by law and applicable FCA rules, none of: (a) the Joint Brokers, (b) any of the Joint Brokers’ or the Company’s affiliates, agents, directors, officers, consultants, (c) to the extent not contained within (a) or (b), any person connected with the Joint Brokers as defined in FSMA ((b) and (c) being together “affiliates” and individually an “affiliate” of the Joint Brokers), (d) any person acting on the Joint Brokers’ 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 of the Joint Brokers nor any of their respective affiliates shall have any liability (including, to the extent permissible by law, any fiduciary duties) in respect of their conduct of the Placing or of such alternative method of effecting the Placing as the Joint Brokers (in consultation with the Company) may agree.
- 13 The Joint Brokers reserve the right not to accept bids or may choose to accept bids, either in whole or in part, on the basis of allocations determined in agreement with the Company and may scale down any bids for this purpose on such basis as they may determine. The Joint Brokers may also, notwithstanding paragraphs 4 and 5 above, subject to the prior consent of the Company (i) allocate Placing Shares after the time of any initial allocation to any person submitting a bid after that time; and (ii) allocate Placing Shares after the Bookbuild has closed to any person submitting a bid after that time.
- 14 To the fullest extent permissible by law, none of the Joint Brokers nor any of their respective affiliates nor any of their or their respective affiliates’ agents, members, partners, directors, officers or employees shall have any liability to Placees (or to any other person whether acting on behalf of a Placee or otherwise) in connection with the Placing or the Bookbuild.

### **Registration and Settlement**

Following the close of the Bookbuild for the Placing, each Placee allocated Placing Shares in the Placing will be sent a form of confirmation by way of contract note or electronic trade confirmation by the relevant Joint Broker, which will confirm the number of Placing Shares allocated to them and the aggregate amount owed by them to the relevant Joint Broker.

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 the Joint Brokers in accordance with either the standing CREST or certificated settlement instructions which they have in place with the Joint Brokers.

Settlement of transactions in the Placing Shares following Admission will take place within the CREST system, subject to certain exceptions on a T+2 basis. Settlement through CREST is expected to take place in respect of the Placing Shares on 29 December 2021 for EIS/VCT Placing Shares and on 30

December 2021 for all other New Ordinary Shares. It is expected that the EIS/VCT Placing Shares will be issued unconditionally to potential subscribers on 29 December 2021, being the business day prior to Admission (or such later date as the Company and the Joint Brokers may agree in writing, being no later than 13 January 2022). The issue of the EIS/VCT Placing Shares is not conditional upon the issue of the balance of the Placing Shares. However, it is conditional, *inter alia*, on:

- (a) the performance by the Company of certain specified obligations under the Placing Agreement in so far as the same fall to be performed prior to completion of the EIS/VCT Placing;
- (b) the Placing Agreement having been entered into and it having not been terminated prior to the issue of the EIS/VCT Placing Shares; and
- (c) the satisfaction or, where appropriate, the waiver of all other conditions set out in the Placing Agreement relating to the issue of the EIS/VCT Placing Shares.

The Joint Brokers will use the CASS Delivery Versus Payment exemption (under CASS 6.1.12R and 7.11.14R within the FCA Handbook Client Assets Sourcebook) with regard to settlement of shares and/or funds, in connection with the Placing. 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 the Joint Brokers may agree that the Placing Shares should be issued in certificated form. The Joint Brokers reserve 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 the Joint Brokers.

Each Placee agrees that, if it does not comply with these obligations, the Joint Brokers (as applicable) may sell, charge by way of security (to any funder of the Joint Brokers) or otherwise deal with any or all of their Placing Shares on their behalf and retain from the proceeds, for such Joint Brokers' own account and benefit, an amount equal to the aggregate amount owed by the Placee plus any interest due and any costs and expenses properly incurred by the Joint Brokers (as applicable) as a result of the Placee's failure to comply with its obligations. The relevant Placee will, however, remain liable for any shortfall below the amount owed by it and for any stamp duty or stamp duty reserve tax (together with any interest or penalties) which may arise upon the sale of their Placing Shares on their behalf. Each Placee confers on the Joint Brokers all such authorities and powers necessary to carry out any such sale and agrees to ratify and confirm all actions which the Joint Brokers lawfully undertake in pursuance of such sale. Legal and/or beneficial title in and to any Placing Shares shall not pass to the relevant Placee until such time as it has fully complied with its obligations hereunder.

If Placing Shares are to be delivered to a custodian or settlement agent, Placees must ensure that, upon receipt, the conditional form of confirmation or electronic 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 United Kingdom stamp duty or stamp duty reserve tax. 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 the Joint Brokers under the Placing Agreement in relation to Admission are, and the Placing is, conditional upon, *inter alia*:

- (a) the Company obtaining shareholder approval to the allotment and issue without pre-emption of the Placing Shares in accordance with the terms of the Placing Agreement;
- (b) the performance by the Company of certain specified obligations under the Placing Agreement to the extent that they fall to be performed prior to Admission;
- (c) agreement by the Company and the Joint Brokers of the final number of Placing Shares to be issued at the Issue Price pursuant to the Placing and the allocation of such Placing Shares to Placees;
- (d) the Subscription becoming wholly unconditional;
- (e) the Joint Brokers not having exercised their rights to terminate the Placing Agreement; and
- (f) Admission having occurred not later than 8.00 a.m. on 30 December 2021 or such later date as the Company and the Joint Brokers may agree, but in any event not later than 8.00 a.m. on 13 January 2022 (the “**Longstop Date**”) (the issue of the EIS/VCT Placing Shares as part of the Fundraising is not conditional on Admission),

all conditions to the obligations of the Joint Brokers included in the Placing Agreement being together, the “**conditions**”.

If any of the conditions set out in the Placing Agreement are not fulfilled or, where permitted, waived in accordance with the Placing Agreement within the stated time periods (or such later time and/or date as the Company and the Joint Brokers may agree, provided that the time for satisfaction of the condition set out in (f) above shall not be extended beyond the Longstop Date or the Placing Agreement is terminated in accordance with its terms, the Placing will lapse 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 Placing, 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.

Certain conditions may be waived in whole or in part by the Joint Brokers, in their absolute discretion by notice in writing to the Company and the Joint Brokers may also agree in writing with the Company to extend the time for satisfaction of any condition. Any such extension or waiver will not affect Placees’ commitments as set out in this Announcement.

The Joint Brokers may terminate the Placing Agreement in certain circumstances, details of which are set out below.

None of the Joint Brokers, 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 the Joint Brokers. Placees will have no rights against the Joint Brokers or any of their respective members, directors or employees under the Placing Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 (as amended) or otherwise.

## Termination of the Placing

Either of the Joint Brokers may, in their absolute discretion, terminate the Placing Agreement, in accordance with its terms, at any time prior to Admission if, *inter alia*:

- (a) it comes to the attention of the Joint Brokers that any of the warranties were untrue, incorrect, or were misleading when given or deemed given which either of the Joint Brokers considers to be material in the context of the Placing and/or Admission by reference to the facts subsisting at the time; or
- (b) there is a failure by any party to comply, in any material respect, with the terms of the Subscription which the Joint Brokers consider to be material in the context of the Placing; or
- (c) the Company fails, in any material respect, to comply with any of its obligations under the Placing Agreement;
- (d) it comes to the attention of the Joint Brokers that any statement contained within certain documents that have been prepared in connection with the Placing has become or been discovered to be untrue, inaccurate or misleading; or
- (e) any material adverse change has occurred in, *inter alia*, the financial position or prospects or business of the Company and its subsidiary undertakings (taken as whole) which, in the opinion of the Joint Brokers (acting in good faith), whether or not arising in the ordinary course of business, is material in the context of the Placing; or
- (f) a matter having arisen before Admission which is likely to give rise to an indemnity claim under the Placing Agreement.

Notice of termination may be communicated by any of the Joint Brokers as soon as practicable to any director of the Company in writing and announced to a Regulatory Information Service.

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 Placing, each Placee agrees with the Company and the Joint Brokers that the exercise by the Company or either of the Joint Brokers 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 either of the Joint Brokers and that neither of the Company nor the Joint Brokers need make any reference to such Placee and that neither the Joint Brokers, the Company, nor any of their respective affiliates, agents, 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 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 the relevant Joint Broker of a form of trade confirmation or contract note confirming each Placee’s allocation and commitment in the Placing.

## Enterprise Investment Scheme (EIS) and Venture Capital Trust (VCT) Schemes

The Company received advance assurance on 1 April 2016 from HM Revenue & Customs (“HMRC”) that it is a qualifying company for the purposes of the Enterprise Investment Scheme (“EIS Advance Assurance”). On 7 September 2021, the Company applied to HMRC to receive advance assurance that it continues to be a qualifying company for EIS Advance Assurance.

The Company received an email from HMRC dated 11 October 2021, stating that they believe they will be able to authorise the Company to issue compliance certificates under Section 204(1) Income Tax Act 2007 in respect of the Ordinary Shares to be issued, following receipt of a form EIS1 satisfactorily completed. HMRC also confirmed that the Company would be considered 'knowledge intensive' for the proposed issue of shares pursuant to the EIS/VCT Placing.

HMRC can no longer consider applications to receive advance assurance that a company is a qualifying company for the purposes of the Venture Capital Trust rules ("VCT Advance Assurance") where the details of the potential qualifying holding are not given.

The assurance does not guarantee the availability of any form of relief under the Enterprise Investment Scheme to any particular subscriber and there can be no certainty that either VCT Advance Assurance will be granted by HMRC or that the EIS Advance Assurance will be reconfirmed.

The status of the EIS/VCT Placing Shares as a qualifying holding for VCT purposes will be conditional (amongst other things) on the qualifying conditions being satisfied throughout the period of ownership. The status of the EIS/VCT Placing Shares as qualifying for EIS Relief will be conditional (amongst other things) on the qualifying conditions being satisfied, both by the Company and (as regards those conditions to be met by the investor) the investor throughout a period of at least three years from the date of issue. There can be no assurance that the Company will conduct its activities in a way that will secure or retain qualifying status for VCT and/or EIS purposes (and indeed circumstances may arise where the directors of the Company believe that the interests of the Group are not served by seeking to retain such status). Further, the conditions for VCT Relief and EIS Relief are complex and relevant investors are recommended to seek their own professional advice before investing. This paragraph is without prejudice to any separate comfort letter which may have been given by the Company to certain VCT investors in connection with the EIS/VCT Placing.

Investors considering taking advantage of EIS Relief or making a qualifying VCT investment are recommended to seek their own professional advice in order that they may fully understand how the relief legislation may apply in their individual circumstances. Any Shareholder who is in any doubt as to his taxation position under the EIS and VCT legislation, or who is subject to tax in a jurisdiction other than the UK, should consult an appropriate professional adviser.

### **Representations, warranties and further terms**

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

1. it has read and understood this Announcement in its entirety and that its participation in the Bookbuild and the Placing and 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 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 acknowledges and agrees that its acceptance of its participation in the Placing on the terms set out in this Announcement is legally binding, irrevocable and is not capable of termination or rescission by it in any circumstances;
3. 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;
4. in the case of a Relevant Person in the United Kingdom who acquires any Placing Shares pursuant to the Placing:
  - (a) it is a qualified investor within the meaning of Article 2(e) of the Prospectus Regulation; and
  - (b) 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:
  - (c) 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 the United Kingdom other than qualified investors or in circumstances in which the prior consent of each of the Joint Brokers has been given to the offer or resale; or
  - (d) where Placing Shares have been acquired by it on behalf of persons in the United Kingdom 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;
5. in the case of a Relevant Person in a Member State who acquires any Placing Shares pursuant to the Placing:
  - (a) it is a qualified investor within the meaning of Article 2(E) of the EEA Prospectus Regulation;
  - (b) 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 EEA Prospectus Regulation:
  - (c) 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 Member State other than qualified investors or in circumstances in which the prior consent of the Joint Brokers have been given to the offer or resale; or
  - (d) where Placing Shares have been acquired by it on behalf of persons in any Member State other than qualified investors, the offer of those Placing Shares to it is not treated under the EEA Prospectus Regulation as having been made to such persons;
6. 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 Announcement;
7. 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 6 above) is outside the United States acquiring the Placing Shares in offshore transactions as defined in and in accordance with Regulation S under the Securities Act;
8. it acknowledges that the Placing Shares have not been, and will not be, registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States and may not be offered, sold or transferred, directly or indirectly, within 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;

9. in subscribing for Placing Shares under the Placing, it agrees with the Joint Brokers and the Company that it will be bound by these terms and conditions and will be deemed to have accepted them; and
10. it agrees that the exercise by either of the Joint Brokers of any right of termination or any right of waiver exercisable by the Joint Brokers contained in the Placing Agreement or the exercise of any discretion thereunder is within the absolute discretion of the Joint Brokers and the Joint Brokers will not have any liability to it whatsoever in connection with any decision to exercise or not exercise any such rights. Each Placee acknowledges that if (i) any of the conditions in the Placing Agreement are not satisfied (or, where relevant, waived); or (ii) the Placing Agreement is terminated; or (iii) the Placing Agreement does not otherwise become unconditional in all respects, the Placing will lapse and its rights and obligations hereunder shall cease and determine at such time and no claim shall be made by it in respect thereof;
11. it has not received a prospectus or other offering document in connection with the Bookbuild, the Placing or the Placing Shares and acknowledges that no prospectus or other offering document:
  - (a) is required under the Prospectus Regulation or the EEA Prospectus Regulation; and
  - (b) has been or will be prepared in connection with the Placing;
12. It has not done, and will not do, anything in relation to the Placing which has resulted in or could result in any person being required to publish a prospectus in relation to the Company or to any Placing Shares in accordance with FSMA or the Prospectus Regulation Rules or in accordance with any laws applicable in any part of the European Union or the EEA;
13. 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, 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;
14. it has made its own assessment of 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 of the Joint Brokers, the Company nor any of their respective affiliates, agents, directors, officers or employees or 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 neither of the Joint Brokers, the Company, any of their respective affiliates, agents, directors, officers or employees or any person acting on behalf of any of them to provide it with any such information;
15. neither the Joint Brokers, any person acting on behalf of them or any of their 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 this paragraph excludes the liability of any person for fraudulent misrepresentation made by that person;

16. the only information on which it is entitled to rely on and on which it has relied in committing to subscribe for the Placing Shares is contained in the Publicly Available Information and this document, 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 Publicly Available Information and the information contained in this document; (ii) neither the Joint Brokers, the Company nor any of their respective affiliates, agents, directors, officers or employees has 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 the information contained in this document; (iii) it has conducted its own investigation of the Company, the Placing 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; and (iv) has not relied on any investigation that the Joint Brokers or any person acting on their behalf may have conducted with respect to the Company, the Placing or the Placing Shares;
17. 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 of the Joint Brokers nor any persons acting on behalf of it 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 1 to the Announcement shall exclude any liability of any person for fraudulent misrepresentation;
18. 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, the Republic of Ireland, Australia, Canada, 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, the Republic of Ireland, Australia, Canada, South Africa or Japan or in any country or jurisdiction where any such action for that purpose is required;
19. it and/or 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 this Appendix 1 to the Announcement) 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;

20. it is not, and any person who it is acting on behalf of is not, and at the time the Placing Shares are subscribed for will not be, a resident of, or with an address in, or subject to the laws of, Australia, Canada, Japan, the Republic of Ireland or the Republic of South Africa, 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 Australia, Canada, Japan, the Republic of Ireland or the Republic of South Africa and may not be offered, sold, or acquired, directly or indirectly, within those jurisdictions;
21. 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;
22. 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;
23. 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;
24. 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;
25. neither of the Joint Brokers, their respective affiliates, agents, 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 and that participation in the Placing is on the basis that it is not and will not be a client of the Joint Brokers (as applicable) and the Joint Brokers (as applicable) have 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 its rights and obligations thereunder including any rights to waive or vary any conditions or exercise any termination right;
26. it has the funds available to pay for the Placing Shares for which it has agreed to subscribe and acknowledges and agrees that it will make payment to the Joint Brokers (as applicable) for the Placing Shares allocated to it in accordance with the terms and conditions of this Announcement on the due times and dates set out in this Announcement, failing which the relevant Placing Shares may be placed with others on such terms as the Joint Brokers (as applicable) 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;

27. no action has been or will be taken by any of the Company, the Joint Brokers 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;
28. the person who it specifies for registration as holder of the Placing Shares will be: (i) the Placee; or (ii) a nominee of the Placee, as the case may be. Neither of the Joint Brokers 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 any person acting on behalf of such Placee agrees to acquire Placing Shares pursuant to the Placing and agrees to pay the Company and the Joint Brokers (as applicable) 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 the Joint Brokers (as applicable) or transferred to a CREST stock account of the Joint Brokers (as applicable) who will hold them as nominee on behalf of the Placee until settlement in accordance with its standing settlement instructions with it;
29. 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 the Joint Brokers (as applicable) 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);
30. 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;
31. it will not make an offer to the public of the Placing Shares and it has not offered or sold and will not offer or sell any Placing Shares to persons in the United Kingdom or any Member State except to Qualified Investors 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 within the meaning of the EEA Prospectus Regulation;
32. if in a Member State, it is a qualified investor within the meaning of the EEA Prospectus Regulation and the marketing to it and subscription or acquisition by it of Placing Shares is lawful in such Member State;
33. if in the United Kingdom, it is a qualified investor within the meaning of the Prospectus Regulation and a person (i) having professional experience in matters relating to investments and who falls within the definition of 'investment professionals' in Article 19(5) of the Order; or (ii) who is a high net worth entity falling within Article 49(2)(a) to (d) of the Order; or (iii) to whom this document may otherwise lawfully be communicate. For such purposes, it 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;

34. 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;
35. 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 in respect of anything done in, from or otherwise involving the United Kingdom);
36. if it is a financial intermediary, as that term is used in the Prospectus Regulation (including any relevant implementing measure in any member state), 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 the United Kingdom other than Qualified Investors, or in circumstances in which the express prior written consent of the Joint Brokers (as applicable) have been given to the offer or resale;
37. it has neither received nor relied on any confidential price sensitive information about the Company in accepting this invitation to participate in the Placing;
38. neither of the Joint Brokers nor any of their respective affiliates, agents, directors, officers or employees or any person acting on behalf of any of them has or shall have any liability for any information, representation or statement contained in this Announcement or for any information previously published by or on behalf of the Company or any other written or oral information made available to or publicly available or filed information or any representation, warranty or undertaking relating to the Company, and will not be liable for its decision to participate in the Placing based on any information, representation, warranty or statement contained in this Announcement or elsewhere, provided that nothing in this paragraph shall exclude any liability of any person for fraud;
39. neither of the Joint Brokers, the Company, nor any of their respective affiliates, agents, directors, officers or employees or any person acting on behalf of the Joint Brokers, the Company or their respective affiliates, agents, directors, officers or employees 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 the Joint Brokers' rights and obligations thereunder including any rights to waive or vary any conditions or exercise any termination right;
40. acknowledges and accepts that the Joint Brokers (as applicable) may, in accordance with applicable legal and regulatory provisions, engage in transactions in relation to the Placing Shares and/or related instruments for their own account for the purpose of hedging their underwriting exposure or otherwise and, except as required by applicable law or regulation, the Joint Brokers will not make any public disclosure in relation to such transactions;
41. the Joint Brokers and each of their affiliates, each 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 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 the Joint Brokers and/or any of their respective affiliates, acting as an investor for its or their own account(s). Neither of the Joint Brokers 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;

42. it has complied with its obligations in connection with money laundering and terrorist financing under the Proceeds of Crime Act 2002, the Terrorism Act 2000, the Terrorism Act 2006 and the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (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;
43. it is aware of the obligations regarding insider dealing in the Criminal Justice Act 1993, FSMA, UK MAR and the Proceeds of Crime Act 2002 and confirms that it has and will continue to comply with those obligations;
44. in order to ensure compliance with the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017, the Joint Brokers (each for itself and as agent on behalf of the Company) or the Company’s registrars may, in their absolute discretion, require verification of its identity. Pending the provision to the Joint Brokers’ (as applicable) or the Company’s registrars, as applicable, of evidence of identity, definitive certificates in respect of the Placing Shares may be retained at the Joint Brokers’ absolute discretion or, where appropriate, delivery of the Placing Shares to it in uncertificated form may be delayed at the Joint Brokers’ or the Company’s registrars’, as the case may be, absolute discretion. If within a reasonable time after a request for verification of identity the Joint Brokers’ (each for itself and as agent on behalf of the Company) or the Company’s registrars have not received evidence satisfactory to them, the Joint Brokers (as applicable) 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;
45. acknowledges that its commitment to acquire Placing Shares on the terms set out in this Announcement and in the form of 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 the Joint Brokers’ conduct of the Placing;
46. 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 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;
47. it irrevocably appoints any duly authorised officer of the Joint Brokers (as applicable) 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;

48. the Company, each of the Joint Brokers and others (including each of their respective affiliates, agents, directors, officers or employees) will rely upon the truth and accuracy of the foregoing representations, warranties, acknowledgements and agreements, which are given to the Joint Brokers, on their own behalf and on behalf of the Company and are irrevocable;
49. 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;
50. the Joint Brokers will invoke the CASS Delivery Versus Payment exemption ((under CASS 6.1.12R and CASS 7.11.14R within the FCA Handbook Client Assets Sourcebook) with regard to settlement of funds, in connection with the Placing;
51. neither it nor, as the case may be, its clients expect the Joint Brokers to have any duties or responsibilities to such persons similar or comparable to the duties of “best execution” and “suitability” imposed by the FCA’s Conduct of Business Source Book, and that the Joint Brokers are not acting for it or its clients, and that the Joint Brokers will not be responsible for providing the protections afforded to customers of the Joint Brokers or for providing advice in respect of the transactions described herein;
52. that it is a “professional client” or an “eligible counterparty” within the meaning of Chapter 3 of the FCA’s Conduct of Business Sourcebook and it is purchasing Placing Shares for investment only and not with a view to resale or distribution;
53. that it will (or will procure that its nominee will) if applicable, make notification to the Company of the interest in its Ordinary Shares in accordance with the Disclosure Guidance and Transparency Rules published by the FCA;
54. it represents and warrants that, to the extent it has received any inside information (for the purposes of UK MAR) and section 56 of the Criminal Justice Act 1993) in relation to the Company or any related company subject to UK MAR and the securities of the Company or any such related company, it has not:
  - (a) dealt (or attempted to deal) in the securities of the Company or any related company; or
  - (b) encouraged, recommended or induced another person to deal in the securities of such company; or
  - (c) unlawfully disclosed inside information in respect of the Company or any related company to any person, prior to the information being made publicly available;
55. it undertakes to the Joint Brokers (as applicable) at the time of making its commitment to subscribe for Placing Shares that it will confirm in writing to the Joint Brokers (as applicable) in the form of confirmation sent by the Joint Brokers (as applicable) to Placees the number of Placing Shares and it intends to subscribe for and in respect of which VCT Relief or EIS Relief will be sought (or which will otherwise comprise Relevant Funding) and those Placing Shares in respect of which such relief will not be sought (or which will otherwise not comprise Relevant Funding);

56. that, as far as it is aware it is not acting in concert (within the meaning given in the City Code) with any other person in relation to the Company;
57. that it is responsible for obtaining any legal, tax and other advice that it deems necessary for the execution, delivery and performance of its obligations in accepting the terms and conditions of the Placing, and that it is not relying on the Company or the Joint Brokers to provide any legal, tax or other advice to it;
58. it will not distribute any document relating to the Placing Shares and it will be acquiring the Placing Shares for its own account as principal or for a discretionary account or accounts (as to which it has the authority to make the statements set out herein) for investment purposes only;
59. 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 document;
60. time is of the essence as regards its obligations under this Appendix 1 to the Announcement;
61. 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 the Joint Brokers (as applicable);
62. the Placing Shares will be issued subject to the terms and conditions of this Appendix 1 to the Announcement;
63. these terms and conditions in this Appendix 1 to the Announcement and all documents into which this Appendix 1 to the Announcement 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 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 or matter arising out of any such contract, except that enforcement proceedings in respect of the obligation to make payment for the Placing Shares (together with any interest chargeable thereon) may be taken by the Company or the Joint Brokers (as applicable) 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;
64. that, if they are an existing Shareholder, they will not be eligible for EIS Relief in respect of any Placing Shares applied for by them; and
65. the Company and the Joint Brokers will rely upon the truth and accuracy of the foregoing representations, acknowledgements and agreements.

By participating in the Placing, each Placee (and any person acting on such Placee's behalf) agrees to indemnify and hold the Company, the Joint Brokers (as applicable) 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 this Appendix 1 to the Announcement or incurred by the Joint Brokers, the Company or each of their respective affiliates, agents, directors, officers or employees arising from the performance of the Placee's obligations as set out in this

Announcement, and further agrees that the provisions of this Appendix 1 to the Announcement 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 for the Placing Shares in question. 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 the Joint Brokers 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 the Joint Brokers (as applicable) 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 the Joint Brokers (as applicable) in the event that either the Company and/or the Joint Brokers (as applicable) have incurred any such liability to such taxes or duties.

The representations, warranties, acknowledgements and undertakings contained in this Appendix 1 to the Announcement are given to the Joint Brokers, individually and on behalf of the Company, and are irrevocable.

Each Placee and any person acting on behalf of the Placee acknowledges that the Joint Brokers do 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 the Joint Brokers may (at their absolute discretion) satisfy their obligations to procure Placees by themselves agreeing to become Placees 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 person acting on behalf of the Placee is dealing with either of the Joint Brokers, any money held in an account with either of the Joint Brokers on behalf of the Placee and/or any person acting on behalf of the Placee will not be treated as client money within the meaning of the rules and regulations of the FCA made under FSMA. The Placee acknowledges that the money will not be subject to the protections conferred by the client money rules; as a consequence, this money will not be segregated from the applicable Joint Brokers' money in accordance with its client money rules and will be used by the applicable Joint Broker in the course of its own business and the Placee will rank only as a general creditor of such Joint Broker.

Past performance is no guide to future performance and persons needing advice should consult an independent financial adviser.

The rights and remedies of the Joint Brokers and the Company under the Announcement and the Terms and Conditions contained in this Appendix 1 to the Announcement 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.

If a Placee is a discretionary fund manager, he may be asked to disclose, in writing or orally to the Joint Brokers (as applicable) the jurisdiction in which the funds are managed or owned.

All times and dates in this Announcement (including this Appendix 1 to the Announcement) may be subject to amendment. The Joint Brokers (as applicable) shall notify the Placees and any person acting on behalf of the Placees of any changes.

## **APPENDIX 2**

### **DEFINITIONS**

The following definitions apply throughout this Announcement unless the context otherwise requires:

<b>Admission</b>	means admission of the New Ordinary Shares to trading on AIM becoming effective in accordance with the AIM Rules
<b>AIM</b>	means the AIM market operated by the London Stock Exchange
<b>AIM Rules</b>	means the rules published by the London Stock Exchange entitled AIM Rules for Companies in force from time to time
<b>Announcement</b>	means this announcement (including its Appendices)
<b>Bookbuild</b>	means the bookbuilding process to be commenced by the Joint Brokers to use reasonable endeavours to procure Placees for the Placing Shares, as described in this Announcement and subject to the terms and conditions set out in this Announcement and the Placing Agreement
<b>Cenkos</b>	means Cenkos Securities plc, the Company's nominated adviser and joint broker
<b>City Code</b>	means The City Code on Takeovers and Mergers
<b>Company or Directa Plus</b>	means Directa Plus plc, a company registered in England and Wales with company number 04679109
<b>CREST</b>	means the relevant system (as defined in the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755)) in respect of which Euroclear is the Operator (as defined in such Regulations) in accordance with which securities may be held and transferred in uncertificated form
<b>Directors or Board</b>	means the directors of the Company as at the date of this Announcement, or any duly authorised committee thereof
<b>EEA Prospectus Regulation</b>	the Regulation (EU) 2017/1129

<b>EIS</b>	means the Enterprise Investment Scheme as detailed in Part V of the Income Tax Act 2007
<b>EIS Relief</b>	means relief from UK tax under Part 5 of the Income Tax Act 2007 and any provisions of UK or European law referred to therein
<b>EIS/VCT Placing</b>	means the conditional placing of the EIS/VCT Placing Shares at the Issue Price by the Joint Brokers
<b>EIS/VCT Placing Shares</b>	means the new Ordinary Shares to be issued by the Company pursuant to the EIS/VCT Placing, in the number to be agreed between the Joint Brokers and the Company following completion of the Bookbuild
<b>Enlarged Share Capital</b>	the Ordinary Shares in issue immediately following Admission of the New Ordinary Shares
<b>Euroclear</b>	means Euroclear UK & Ireland Limited, a company incorporated under the laws of England and Wales
<b>EUWA</b>	means the European Union (Withdrawal) Act 2018
<b>Existing Ordinary Shares</b>	means the 61,365,459 Ordinary Shares currently in issue at the date of this Announcement
<b>FCA or Financial Conduct Authority</b>	means the Financial Conduct Authority
<b>FSMA</b>	means the Financial Services and Markets Act 2000, as amended
<b>Fundraising</b>	means the Placing and the Subscription
<b>General Meeting</b>	means the general meeting of the Company to approve the Resolutions, and any adjournment thereof
<b>Group</b>	means the Company, its subsidiaries and its subsidiary undertakings
<b>Issue Price</b>	means 150p, being the price per Ordinary Share at which the New Ordinary Shares are to be issued
<b>Joint Brokers</b>	means Cenkos and Singer Capital Markets
<b>London Stock Exchange</b>	means London Stock Exchange plc
<b>material adverse change</b>	has the meaning given to such term in the Placing Agreement
<b>New Ordinary Shares</b>	means the Placing Shares and the Subscription Shares, as appropriate

<b>Non-EIS/VCT Placing</b>	means the conditional placing of the Non-EIS/VCT Placing Shares at the Issue Price by the Joint Brokers
<b>Non-EIS/VCT Placing Shares</b>	means the new Ordinary Shares to be issued by the Company pursuant to the Non-EIS/VCT Placing, in the number to be agreed between the Joint Brokers and the Company following completion of the Bookbuild
<b>Ordinary Shares</b>	means ordinary shares of 0.25 pence each in the capital of the Company
<b>Placee</b>	means any person (including individuals, funds or otherwise) by whom or on whose behalf a commitment to acquire Placing Shares has been given
<b>Placing</b>	means the conditional placing of the Placing Shares at the Issue Price by the Joint Brokers, details of which are set out in this Announcement
<b>Placing Agreement</b>	the agreement dated 9 December 2021 and made between the Company and the Joint Brokers in relation to the Placing
<b>Placing Shares</b>	means the new Ordinary Shares to be issued by the Company pursuant to the Placing
<b>Placing Terms</b>	has the meaning given to it in Appendix 1 to this Announcement
<b>Prospectus Regulation</b>	means the UK version of Regulation (EU) 2017/1129 as it forms part of UK law by virtue of the EUWA
<b>Regulation D</b>	means Regulation D promulgated under the Securities Act
<b>Regulation S</b>	means Regulation S promulgated under the Securities Act
<b>Regulatory Information Service</b>	means a regulatory information service that is approved by the FCA as meeting primary information provider criteria and that is on the list of regulatory information services maintained by the FCA
<b>Relevant Funding</b>	means any funding received pursuant to an investment, loan or grant from any investor who: <ul style="list-style-type: none"> <li>(A) is a venture capital trust (as defined in Part 6 of the Income Tax Act 2007); or</li> <li>(B) has claimed, or is intending to claim, tax relief on that investment under the Seed Enterprise Investment Scheme (under Part 5A of the Income Tax Act 2007) or the Enterprise Investment Scheme (under Part 5 of the Income Tax Act 2007)</li> </ul>
<b>Relevant Person</b>	has the meaning given to it in Appendix 1 to this Announcement
<b>Resolutions</b>	means the resolutions to approve the Fundraising to be proposed at the General Meeting
<b>Securities Act</b>	means the U.S. Securities Act of 1933, as amended
<b>Setcar</b>	means Setcar SA, the Company's 51%-owned subsidiary

<b>Shareholders</b>	means holders of the Ordinary Shares
<b>Singer Capital Markets</b>	means Singer Capital Markets Securities Limited, the Company's joint broker
<b>Subscription</b>	means the conditional subscription for Subscription Shares by certain existing Shareholders and Directors at the Issue Price
<b>Subscription Shares</b>	means the new Ordinary Shares to be issued by the Company pursuant to the Subscription
<b>subsidiary or subsidiary undertaking</b>	each have the meaning given to that term in the Companies Act 2006
<b>UK MAR</b>	means the UK version of Regulation (EU) No.596/2014 as it forms part of UK law by virtue of the EUWA
<b>uncertificated or in uncertificated form</b>	means in respect of a share or other security, where that share or other security is recorded on the relevant register of the share or security concerned as being held in uncertificated form in CREST and title to which may be transferred by means of CREST
<b>United Kingdom or UK</b>	means the United Kingdom of Great Britain and Northern Ireland
<b>United States or US</b>	means the United States of America, its territories and possessions, any state of the United States of America, the District of Columbia and all other areas subject to its jurisdiction and any political sub-division thereof
<b>US Investor Letter</b>	means the letter in the form provided by the Joint Brokers
<b>VCT</b>	means venture capital trust
<b>VCT Relief</b>	means relief from UK tax under Part 6 of the Income Tax Act 2007 and any provisions of UK or European law referred to therein

Unless otherwise indicated in this Announcement, all references to “£”, “GBP”, “pounds”, “pound sterling”, “sterling”, “p”, “penny” or “pence” are to the lawful currency of the UK. All references to “US\$”, “\$” or “dollars” are to the lawful currency of the United States of America.