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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. Upon the publication of this Announcement, this inside information is now considered to be in the public domain.

27 April 2023

ZOO Digital Group plc  
("ZOO", the "Group" or the "Company")

**Trading Update, Proposed Acquisition and Proposed Placing to raise a minimum of £10.0 million (c.\$12.5 million)**

ZOO Digital Group plc (AIM: ZOO), a leading provider of end-to-end cloud-based localisation and media services to the global entertainment industry, announces its intention to carry out a non-pre-emptive fundraise by way of a placing (the "**Placing**") through the issue and allotment of a minimum of 6,250,000 new ordinary shares of £0.01 each in the Company (the "**Placing Shares**") to raise gross proceeds for the Company of at least £10.0 million (c.\$12.5 million) at a price of 160 pence per Placing Share (the "**Issue Price**").

The Issue Price represents a discount of approximately 13.5 per cent. to the closing price on 26 April 2023 (being the last practicable date prior to this announcement (the "**Announcement**")).

The Placing is being conducted through an accelerated book building process (the "**Bookbuild**") to be undertaken by Stifel Nicolaus Europe Limited ("**Stifel**") and Singer Capital Markets Securities Limited ("**Singer**" and together with Stifel, the "**Joint Bookrunners**"). The Bookbuild will be launched immediately following the release of this Announcement. The Placing is subject to the terms and conditions set out in the appendix (the "**Appendix**") to this Announcement.

In addition to the Placing, the Company intends to carry out a separate retail offer to existing shareholders of the Company of up to 312,500 new ordinary shares of £0.01 each in the Company ("**Ordinary Shares**") at the Issue Price via the BookBuild Platform (the "**Retail Shares**") to raise further gross proceeds of up to approximately £0.5 million (the "**Retail Offer**", together with the Placing, the "**Fundraise**"), to provide the Company's existing retail investors in the United Kingdom with an opportunity to participate in ZOO's fundraising plans. A separate announcement will be made regarding the Retail Offer and its terms. The Placing is not conditional upon the Retail Offer. For the avoidance of doubt, the Retail Offer is not part of the Placing.

**Key highlights of the Proposed Acquisition and Proposed Placing:**

- Proposed Placing to raise at least £10.0 million (c.\$12.5 million) (before expenses) by way of the proposed Placing at the Issue Price to fully fund the proposed acquisition of one of the Company's trusted partners in

Pricing at the Issue Price to fully fund the proposed acquisition of one of the Company's trusted partners in Japan being a media localisation subsidiary of a leading Japanese technology company.

- The Issue Price represents a discount of approximately 13.5 per cent. to the closing price on 26 April 2023, being the last practical date prior to the publication of this Announcement.
- The Company intends to use the BookBuild platform to conduct a Retail Offer, on the terms to be set out in a separate announcement to be made following the announcement of the result of the Bookbuild.

#### Trading Update:

- Revenues for the year ended 31 March 2023 expected to be at least \$90 million (FY22: \$70.4 million), an increase of at least 28% of which 25% is organic.
- EBITDA (adjusted for share-based payments) expected to be at least \$12 million (FY22: \$8.3 million), an increase of at least 44%.
- Strong balance sheet with cash more than doubled at period end to \$11.8 million (FY22: \$5.4 million).

#### Stuart Green, Chief Executive Officer of ZOO, commented:

*"The proposed acquisition of our trusted partner in Japan is highly complementary to our existing activities and will cement our position as a leading provider of media localisation services across South East Asia. It brings a high quality team together alongside strong relationships with major clients. Importantly, the acquisition adds specialist capability in Japanese language titles and extends our capacity in another fast-growing market."*

*"This is the next step in our proven strategy to grow a global connected network through acquisitions and partnerships in markets strategically aligned with our customers. As demonstrated by the success of our Indian and South Korean businesses, regional hubs add significant strategic value to the Group by providing access to specific expertise and local talent."*

*"This strategy has supplemented our strong organic growth, enabling ZOO to increase its annual revenues by 32% over the past four years and EBITDA by 55% to \$12 million on a CAGR basis\*. We are confident of further growth in the future as more global content providers adopt our cloud-based platform."*

*\* Expected Revenue and EBITDA adjusted for share based payments*

#### Enquiries:

<b>ZOO Digital Group plc</b> Stuart Green Phillip Blundell	+44 (0)114 241 3700
<b>Stifel Nicolaus Europe Limited (Nominated Adviser and Joint Broker)</b> Fred Walsh / Tom Marsh / Richard Short	+44 (0)20 7710 7600
<b>Singer Capital Markets (Joint Broker)</b> Shaun Dobson / Asha Chotai	+44 (0)20 7496 3000
<b>Instinctif Partners (Financial PR)</b> Matthew Smallwood / Joe Quinlan	+44 (0)20 7457 2020 zoo@instinctif.com

#### About ZOO Digital Group plc:

ZOO supports major Hollywood studios and streaming services to globalise their content and reach audiences everywhere, by providing world-leading, technology-enabled localisation and media services.

Founded in 2001, ZOO operates from hubs in Los Angeles, London, Dubai, Turkey, South Korea, India and Denmark with a development and production centre in Sheffield, UK.

The Group provides media services through its platforms that include: ZOOsubs, ZOOdubs, ZOOstudio. Its full-service proposition delivers the end-to-end services required to prepare both original and catalogue content for digital distribution; these services include dubbing, subtitling and captioning, metadata creation and localisation, artwork localisation and media processing. Alongside this offering, ZOO also provides its customers with management platforms and strategic solutions to support their own internal globalisation operations.

ZOO is a go-to service partner for media businesses looking to globalise their content across different territories, languages and distribution platforms. Using its innovative technology-enabled approach, ZOO helps its customers reduce time to market, lower costs and deliver high quality products to their global audiences. The business has frameworks in place with major Hollywood studios and streaming services. Its customers include Disney, NBCUniversal, HBO and Paramount Global.

ZOO's competitive advantage arises from three interlinking factors - the innovative role it has played in the digital transformation of its sector; the proprietary platforms that it develops to enable this transformation; and the global supply chain of thousands of freelancers, working collaboratively in ZOO's platforms, which delivers services that scale easily to meet demand. These factors combine to make ZOO well placed to capitalise on new market opportunities in a fast-paced and evolving industry.

#### Current Trading and Outlook

The Company is pleased to provide a pre-close trading update for the financial year ended 31 March 2023 in advance of full year results expected to be announced in mid July 2023.

Revenue for the full year is expected to be at least \$90 million (FY22: \$70.4 million), an increase of at least 28% on the prior year, of which 25% is organic. EBITDA (adjusted for share-based payments) is also expected to be materially ahead of the prior year and at least \$12 million, an increase of at least 44% (FY22: \$8.3 million). Net cash on 31 March 2023 was \$11.8 million (FY22: \$5.4 million), which reflects strong cash generation despite significant investment to expand capability and underpin future revenue growth.

Following its announcement on 21 February 2023 regarding the adoption of the ZOOstudio globalisation management platform by a major Hollywood studio to support its content localisation rollout, the Company expects implementation to be deployed by the end of April 2023.

The Company announced on 5 April 2023 the acquisition of the remaining 49 per cent. of ZOO Korea which has helped to address the growing global demand for Korean content and distribution of non-Korean titles in the country with premium and secure provision of dubbing, subtitling, quality control and media services.

The Company continues to make good progress with ZOO India and is in the process of expanding capacity in the country from a second location in Chennai in order to satisfy the potential pipeline of future work across multiple languages spoken in the Indian subcontinent.

The Company intends to provide a further update on its outlook for the FY24 financial year with its full year results in mid-July 2023.

### **Background to the Placing and use of Proceeds**

To enhance its position as a leading end-to-end vendor of localisation and media services to the global entertainment industry the Company is seeking to expand its capability and capacity across multiple languages. The strategy is to grow a connected network through acquisitions and partnerships in which all participants are operating using ZOO's cloud-based platforms. Investments to date have taken the form of minority positions (typically 30%) and 100% acquisitions in partners with which the Company has been working for several years. Such investments provide ZOO with territory-specific expertise and access to talent.

This strategy has enabled the Company to deliver strong financial results and organic growth; over the last four years, the Compound Annual Growth Rate (CAGR) of revenue has been 32% and the equivalent figure for EBITDA adjusted for share-based payments has been 55%.

The Company continues to seek to build its presence in the fastest growing markets, ensuring that it is strategically aligned with its customers. To support this, the Board has identified a pipeline of five acquisition targets in line with its criteria for further investments over the next 12 months in Europe and South-East Asia.

The Board believes that it has established a model that positions the Company well, enabling it to capitalise on opportunities amidst current macroeconomic uncertainty which has been evidenced by the success of its acquisitions to date of media localisation businesses in India and South Korea. For example, the Board estimates that \$4.5 million of incremental revenues were recognised across the Group in FY23 as a result of ZOO Korea and that it will generate significant incremental revenue for the Group in future years through its own operations in South Korea as well as services provided assisting ZOO in the US and UK.

The Board is focused on delivering strong organic growth and making strategic investments and acquisitions to accelerate ZOO's position in leading growth markets. To this end, the Company has entered into a formal process to acquire 100% of the share capital of one of the Company's trusted partners in Japan being a media localisation subsidiary of a leading Japanese technology company in a transaction that is expected to close in Q3 2023. The reason for the Placing is to provide sufficient capital to fully finance this proposed acquisition.

ZOO has been chosen by the vendor as the preferred bidder for the purchase of 100% of the share capital of the target which has been a trusted partner to ZOO for many years and works in the Company's cloud-based platforms. These platforms will enable significant capital-efficient expansion of capacity to fulfil Japanese language services at scale.

Japan is a leading growth market for all global streaming services and, along with South Korea, is a key target country in the South-East Asia region. Japanese subtitling is charged at the highest rate of any language, and Japanese dubbing is the sixth most expensive rate of any language. Delivering media localisation services in Japanese requires operations in the country due to cultural factors, and consequently ZOO has to date fulfilled Japanese language services through outsourcing to partners in the country.

The proposed acquisition will provide the Company with experience and capability to provide these services from within the Group and will deliver synergies due to margin enhancement resulting from this move from outsourcing to in-house. Consequently, the Board believes that the proposed acquisition will result in circa. 10% earning accretion for the Company, and anticipates that expansion of orders from ZOO's clients will follow in line with the precedents in India and South Korea.

The Board intends to use its existing authorities to issue Ordinary Shares on a non-pre-emptive basis that were granted to the Board at the Company's AGM held on 20 September 2022 and therefore the Fundraise is not subject to shareholder approval. The anticipated timetable for the proposed acquisition assumes a binding offer by the end of May with target completion during calendar Q3 of 2023. A non-pre-emptive fundraise removes any conditionality from completion of the proposed acquisition.

### **Details of the Placing**

Stifel and Singer are acting as Joint Bookrunners in connection with the Placing pursuant to a placing agreement entered into between the Company, Stifel and Singer dated 27 April 2023 (the "**Placing Agreement**").

The Placing, which is being conducted by way of an accelerated bookbuilding process available to qualifying new and existing institutional investors, will be launched immediately following this Announcement, in accordance with the terms and conditions set out in the Appendix to this Announcement.

The Company intends to raise at least £10.0 million (c.\$12.5 million) through the Placing. The exact number of Placing Shares to be placed will be determined by the Company and the Joint Bookrunners at the close of the Bookbuild and announced by the Company shortly thereafter. The allocations of the Placing Shares pursuant to the Placing are at the discretion of the Company and the Joint Bookrunners. The book will open with immediate effect following the release of this Announcement.

The Placing is conditional upon, among other things, admission of the Placing Shares and the Placing Agreement between the Company and the Joint Bookrunners not being terminated in accordance with its terms. Applications will also be made to the London Stock Exchange for admission to and trading on AIM ("**Admission**") which is expected to take place on 8.00 a.m. on 4 May 2023 and that dealings in the Placing Shares will commence at that time, and in any event no later than 8.00 a.m. on 31 May 2023.

The Company has consulted, where possible, with the Company's major institutional shareholders ahead of this Announcement. The Board has given careful consideration to the structure of the equity fundraising and has concluded that the Placing being structured as a Bookbuild is the most suitable option available to the Company so as to minimise execution and market risk. The Company is grateful for the support of all its shareholders and is very mindful that the Placing represents a dilution to shareholders. It has not been practical to implement a rights issue to all shareholders for the proposed equity fundraising, primarily because such an offer would require a prospectus to be approved by the FCA, and the timing and costs of which were not considered to be in the best interests of the Company.

The Appendix to this Announcement sets out further information relating to the Bookbuild and the terms and conditions of the Placing.

This Announcement (including the Appendix) should be read in its entirety. In particular, you should read and understand the information provided in the "Important Notices" section of this Announcement.

#### **Details of the Retail Offer**

In addition, the Company intends to use the BookBuild platform to conduct a Retail Offer, on the terms to be set out in a separate announcement to be made following the close of the Bookbuild.

#### **Application for Admission to Trading**

Applications will be made to London Stock Exchange for Admission of the Placing Shares to trading on AIM in accordance with the AIM Rules for Companies.

It is expected that Admission will become effective at 8.00 a.m. on or around 4 May 2023 and that dealings in the Placing Shares will commence at that time, and in any event no later than 8.00 a.m. on 31 May 2023.

The Placing is conditional upon, *inter alia*, Admission becoming effective and the Placing Agreement becoming unconditional and not being terminated. Further details of the Placing Agreement can be found in the terms and conditions of the Placing contained in the Appendix to this Announcement and which forms part of this Announcement.

A further announcement will be made following the completion of the Bookbuild.

By choosing to participate in the Placing and by making an oral and legally binding offer to subscribe for Placing Shares, investors will be deemed to have read and understood this Announcement (including the Appendix) in its entirety and to be making such offer on the terms and subject to the conditions in this Announcement, and to be providing the representations, warranties and acknowledgements contained in the Appendix.

#### **Expected timetable**

Announcement of the Placing	<b>27 April 2023</b>
Books closed	<b>by 6:00 pm on 27 April 2023</b>
Announcement of closing of the Placing	<b>28 April 2023</b>
Application for Admission of the Placing Shares	<b>28 April 2023</b>
Admission of the Placing Shares to trading on AIM	<b>4 May 2023</b>

#### **Dealing codes**

Ticker: ZOO

ISIN for the Placing Shares: GB00B1FQDL10

*Note: This announcement assumes a £ : \$ exchange rate of 1 : 1.2402 as at 18:00 pm (GMT) on 25 April 2023.*

This Announcement contains inside information as defined in Article 7 of the Market Abuse Regulation No. 596/2014 ("MAR") as retained as part of UK law by virtue of the European Union (Withdrawal) Act 2018 as amended. Market Soundings, as defined in MAR, were taken in respect of the proposed Placing with the result that certain persons became aware of this inside information, as permitted by MAR. Upon the publication of this Announcement, this inside information is now considered to be in the public domain. The persons responsible for arranging for the release of this Announcement on behalf of ZOO are Stuart Green, Chief Executive Officer and Phillip Blundell, Chief Financial Officer of ZOO.

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.

### IMPORTANT NOTICES

THIS ANNOUNCEMENT AND THE INFORMATION CONTAINED HEREIN, IS RESTRICTED AND IS NOT FOR PUBLICATION, RELEASE 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"), AUSTRALIA, CANADA, JAPAN, THE REPUBLIC OF SOUTH AFRICA, 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. The Placing Shares have not been and will not be registered under the United States Securities Act of 1933, as amended (the "**US 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 or into the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the US Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction of the United States. There will be no public offering of securities in the United States.

This Announcement may contain and the Company may make verbal statements containing "forward-looking statements" with respect to certain of the Company's plans and its current goals and expectations relating to its future financial condition, performance, strategic initiatives, objectives and results. By their nature, all forward-looking statements involve risk and uncertainty because they relate to future events and circumstances which are beyond the control of the Company, including amongst other things, United Kingdom domestic and global economic business conditions, market-related risks such as fluctuations in interest rates and exchange rates, the policies and actions of governmental and regulatory authorities, the effect of competition, inflation, deflation, the timing effect and other uncertainties of future acquisitions or combinations within relevant industries, the effect of tax and other legislation and other regulations in the jurisdictions in which the Company and its respective affiliates operate, the effect of volatility in the equity, capital and credit markets on the Company's profitability and ability to access capital and credit, a decline in the Company's credit ratings, the effect of operational risks, and the loss of key personnel. As a result, the actual future financial condition, performance and results of the Company may differ materially from the plans, goals and expectations set forth in any forward-looking statements. Any forward-looking statements made in this Announcement by or on behalf of the Company speak only as of the date they are made. Except as required by applicable law or regulation, the Company expressly disclaims any obligation or undertaking to publish any updates or revisions to any forward-looking statements contained in this Announcement to reflect any changes in the Company's expectations with regard thereto or any changes in events, conditions or circumstances on which any such statement is based.

#### *UK Product Governance Requirements*

Solely for the purposes of the product governance requirements contained within 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 Ordinary Shares have been subject to a product approval process, which has determined that the Ordinary 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 chapter 3 of the FCA Handbook Conduct of Business Sourcebook ("**COBS**"); and (ii) eligible for distribution through all permitted distribution channels (the "**UK Target Market Assessment**"). Notwithstanding the UK Target Market Assessment, distributors should note that: the price of the Ordinary Shares may decline and investors could lose all or part of their investment; the Ordinary Shares offer no guaranteed income and no capital protection; and an investment in Ordinary Shares is compatible only with investors who do not need a guaranteed income or capital protection, who (either alone or in conjunction with an appropriate financial or other adviser) are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses that may result therefrom. The UK Target Market Assessment is without prejudice to the requirements of any contractual, legal or regulatory selling restrictions in relation to the Placing. Furthermore, it is noted that, notwithstanding the UK Target Market Assessment, the Joint Bookrunners will only procure investors who meet the criteria of professional clients and eligible counterparties.

For the avoidance of doubt, the UK Target Market Assessment does not constitute: (a) an assessment of suitability or appropriateness for the purposes of chapters 9A or 10A respectively of the COBS; 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 Ordinary Shares. Each distributor is responsible for undertaking its own target market assessment in respect of the shares and determining appropriate distribution channels.

#### *EU Product Governance Requirements*

Solely for the purposes of Article 9(8) of Commission Delegated Directive 2017/593 (the "**Delegated Directive**") regarding the responsibilities of Manufacturers under the Product Governance requirements contained within: (a) Directive 2014/65/EU on markets in financial instruments, as amended ("**MiFID II**"); (b) Articles 9 and 10 of the Delegated Directive; and (c) local implementing measures (the "**MiFID II Product Governance Requirements**")

Delegated Directive, and (c) local implementing measures (the **MiFID II Product Governance Requirements**), and disclaiming all and any liability, whether arising in tort, contract or otherwise which any "manufacturer" (for the purposes of the MiFID II Product Governance Requirements) may otherwise have with respect thereto, the Ordinary Shares have been subject to a product approval process, which has determined that the Ordinary Shares are (i) compatible with an end target market of retail investors and investors who meet the criteria of professional clients and eligible counterparties, each as defined in MiFID II; and (ii) eligible for distribution through all distribution channels as are permitted by MiFID II (the **"Target Market Assessment"**). Notwithstanding the Target Market Assessment, Distributors (as defined within the MiFID II Product Governance Requirements) should note that: the price of the Ordinary Shares may decline and investors could lose all or part of their investment; the Ordinary Shares offer no guaranteed income and no capital protection; and an investment in Ordinary 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 proposed Placing. Furthermore, it is noted that, notwithstanding the Target Market Assessment, the Joint Bookrunners 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 of appropriateness for the purposes of MiFID II; or (b) a recommendation to any investor or group of investors to invest in, or purchase, or take any other action whatsoever with respect to the Ordinary Shares. Each distributor is responsible for undertaking its own target market assessment in respect of the Ordinary Shares and determining appropriate distribution channels.

Stifel is authorised and regulated by the Financial Conduct Authority (the **"FCA"**) in the United Kingdom and is acting exclusively for the Company and no one else in connection with the Placing, and Stifel will not be responsible to anyone (including any purchasers of the Placing Shares) other than the Company for providing the protections afforded to its clients or for providing advice in relation to the Placing or any other matters referred to in this Announcement.

Singer is authorised and regulated by the FCA in the United Kingdom and is acting exclusively for the Company and no one else in connection with the Placing, and Singer will not be responsible to anyone (including any purchasers of the Placing Shares) other than the Company for providing the protections afforded to its clients or for providing advice in relation to the Placing or any other matters referred to in this Announcement.

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 the Joint Bookrunners or by any of their respective affiliates or agents as to, or in relation to, the accuracy or completeness of this Announcement or any other written or oral information made available to or publicly available to any interested party or their respective advisers, and any liability therefore is expressly disclaimed.

## APPENDIX I

### TERMS AND CONDITIONS OF THE PLACING

#### IMPORTANT INFORMATION ON THE PLACING FOR INVITED PLACEEES ONLY

MEMBERS OF THE PUBLIC ARE NOT ELIGIBLE TO TAKE PART IN THE PLACING. THIS ANNOUNCEMENT, INCLUDING THIS APPENDIX AND THE TERMS AND CONDITIONS SET OUT HEREIN (TOGETHER, THIS **"ANNOUNCEMENT"**) (WHICH IS FOR INFORMATION PURPOSES ONLY) ARE DIRECTED ONLY AT: (A) PERSONS IN THE UNITED KINGDOM OR IN MEMBER STATES OF THE EUROPEAN ECONOMIC AREA (THE **"EEA"**) WHO ARE QUALIFIED INVESTORS WITHIN THE MEANING OF ARTICLE 2(e) OF REGULATION (EU) 2017/1129 AND, IN RELATION TO THE UNITED KINGDOM, AS RETAINED AS PART OF UK LAW BY VIRTUE OF THE EUROPEAN UNION (WITHDRAWAL) ACT 2018 AS AMENDED (THE **"PROSPECTUS REGULATION"**) (**"QUALIFIED INVESTORS"**); AND (B) IN THE UNITED KINGDOM, QUALIFIED INVESTORS WHO ARE PERSONS WHO: (I) HAVE PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO INVESTMENTS WHO FALL WITHIN ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005 AS AMENDED (THE **"ORDER"**) (INVESTMENT PROFESSIONALS); (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"**).

THIS ANNOUNCEMENT AND THE INFORMATION IN IT MUST NOT BE ACTED ON OR RELIED ON BY PERSONS WHO ARE NOT RELEVANT PERSONS. PERSONS DISTRIBUTING THIS ANNOUNCEMENT MUST SATISFY THEMSELVES THAT IT IS LAWFUL TO DO SO. ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THIS 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 THE SALE OR SUBSCRIPTION OR A SOLICITATION OF AN OFFER TO BUY OR ACQUIRE OF ANY SECURITIES IN THE COMPANY IN THE UNITED STATES OR ELSEWHERE.

THE PLACING SHARES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE US SECURITIES ACT OF 1933, AS AMENDED (THE **"US SECURITIES ACT"**) OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR JURISDICTION OF THE UNITED STATES OR UNDER ANY SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED, SOLD, RESOLD, PLEDGED, TRANSFERRED OR DELIVERED, DIRECTLY OR INDIRECTLY, IN OR INTO THE UNITED STATES EXCEPT PURSUANT TO AN APPLICABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE US SECURITIES ACT, IN EACH CASE, AND IN COMPLIANCE WITH THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. THE PLACING SHARES ARE BEING OFFERED AND SOLD ONLY (I) OUTSIDE OF THE UNITED STATES IN ACCORDANCE WITH REGULATIONS UNDER THE US SECURITIES ACT AND OTHERWISE IN ACCORDANCE WITH APPLICABLE LAWS; OR (II) OTHERWISE PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE US SECURITIES ACT. THERE WILL BE NO PUBLIC OFFER OF THE SECURITIES MENTIONED HEREIN IN THE UNITED STATES. THIS ANNOUNCEMENT AND THE INFORMATION CONTAINED HEREIN IS RESTRICTED AND IS NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, IN OR INTO OR FROM THE UNITED STATES, AUSTRALIA, CANADA, JAPAN, THE REPUBLIC OF SOUTH AFRICA OR ANY OTHER JURISDICTION IN WHICH SUCH RELEASE PUBLICATION OR DISTRIBUTION WOULD BE UNLAWFUL (THE **"RESTRICTED JURISDICTIONS"**). NO PUBLIC OFFERING OF THE PLACING SHARES IS BEING MADE IN THE UNITED STATES, THE UNITED KINGDOM OR ELSEWHERE WHERE SUCH OFFERING WOULD BE UNLAWFUL.

EACH PLACEE SHOULD CONSULT WITH ITS OWN ADVISORS AS TO LEGAL, TAX, BUSINESS AND RELATED ASPECTS OF A PURCHASE OF PLACING SHARES.

#### ASPECTS OF A PURCHASE OF PLACING SHARES.

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

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

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

By participating in the Bookbuild and the Placing, each Placee will be deemed to have read and understood this Announcement in its entirety, to be participating, making an offer and acquiring Placing Shares on the terms and conditions contained herein and to be providing the representations, warranties, indemnities, acknowledgements and undertakings contained in this Appendix.

In particular, each such Placee represents, warrants, undertakes, agrees and acknowledges (amongst other things) that:

1. it is a Relevant Person and undertakes that it will acquire, hold, manage or dispose of any Placing Shares that are allocated to it for the purposes of its business;
2. in the case of a Relevant Person in the United Kingdom or a member state of the EEA which has implemented the Prospectus Regulation (each, a "**Relevant 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 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:
    - (i) 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 or any Relevant Member State other than Qualified Investors or in circumstances in which the prior consent of the relevant Joint Broker has been given to the offer or resale; and
    - (ii) where Placing Shares have been acquired by it on behalf of persons in the United Kingdom or any Relevant Member State other than Qualified Investors, the offer of those Placing Shares to it is not treated under the Prospectus Regulation as having been made to such persons;
3. it is acquiring 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;
4. it understands (or if acting for the account of another person, such person has confirmed that such person understands) the resale and transfer restrictions set out in this Appendix; and
5. except as otherwise permitted by the Company and subject to any available exemptions from applicable securities laws, it (and any account referred to in paragraph 4 above) is outside the United States acquiring the Placing Shares in offshore transactions as defined in, and in accordance with, Regulation S under the US Securities Act.

#### **No prospectus**

The Placing Shares are being offered to a limited number of specifically invited persons only and will not be offered in such a way as to require any prospectus or other offering document to be published. No prospectus or other offering document has been or will be submitted to be approved by the FCA in relation to the Placing or the Placing Shares and Placees' commitments will be made solely on the basis of their own assessment of the Company, the Placing Shares and the Placing based on the information contained in this Announcement, the announcement of the pricing of the Placing (the "**Result of Placing Announcement**") (together, the "**Placing Documents**") and any information publicly announced through a regulatory information service ("**RIS**") by or on behalf of the Company on or prior to the date of this Announcement (the "**Publicly Available Information**") and subject to any further terms set forth in the Form of Confirmation sent to Placees by the relevant Joint Broker to confirm their acquisition of Placing Shares.

Each Placee, by participating in the Placing, agrees that the content of the Placing Documents 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 either of the Joint Brokers or the Company or any other person and none of the Joint Brokers, the Company nor any other person acting on such person's behalf nor any of their respective affiliates has or shall have any responsibility or liability for any Placee's decision to participate in the Placing based on any other information, representation, warranty or statement (regardless of whether or not such information, representation, warranty or statement was given or made by or on behalf of any such persons). Each Placee acknowledges and agrees that it has relied on its own investigation of the business, financial or other position of the Company in accepting a participation in the Placing. No Placee should consider any information in this Announcement to be legal, tax or business advice. Each Placee should consult its own attorney, tax advisor and business advisor for legal, tax and business advice regarding an investment in the

Placing Shares. Nothing in this paragraph shall exclude the liability of any person for fraudulent misrepresentation.

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

Stifel and Singer are acting as joint bookrunners in connection with the Placing and have entered into the Placing Agreement with the Company under which, on the terms and subject to the conditions set out in the Placing Agreement, each Joint Broker, as agent for and on behalf of the Company, has agreed to use its reasonable endeavours to procure placees for the Placing Shares. The Placing is not being underwritten by either Joint Broker or any other person.

The price per Ordinary Share at which the Placing Shares are to be placed (the "**Placing Price**") is 160 per Placing Share. The final number of Placing Shares will be decided at the close of the Bookbuild following the execution of the placing terms by the Company and the Joint Brokers (the "**Term Sheet**"). The timing of the closing of the book, pricing 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 have been or will be duly authorised and will, when issued, be credited as fully paid up and will be issued subject to the Company's articles of association and rank *pari passu* in all respects with the existing Ordinary Shares, including the right to receive all dividends and other distributions declared, made or paid on or in respect of the Ordinary Shares after the date of issue of the Placing Shares, and will on issue be free of all pre-emption rights, claims, liens, charges, encumbrances and equities.

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

Application will be made to the London Stock Exchange plc (the "**London Stock Exchange**") (the "**Application**") for admission to trading of the Placing Shares on AIM (the "**Admission**").

It is expected that Admission of the Placing Shares will occur at or before 8.00 a.m. BST on 4 May 2023 (or such later time or date as the Joint Brokers may agree with the Company, being no later than 8.00 a.m. BST on 31 May 2023) and that dealings in the Placing Shares will commence at that time.

#### **Bookbuild**

The Joint Brokers will today commence the accelerated bookbuilding process to determine demand for participation in the Placing by Placees (the "**Bookbuild**"). This 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 sole discretion, determine.

#### **Participation in, and principal terms of, the Placing**

6. The Joint Brokers are arranging the Placing each as bookrunner and placing agent of the Company.
7. Participation in the Placing will only be available to persons who may lawfully be, and are, invited to participate by the Joint Brokers. Each Joint Broker may itself agree to be a Placee in respect of all or some of the Placing Shares or may nominate any member of its group to do so.
8. The Bookbuild, if successful, will establish the aggregate amount payable to the relevant Joint Broker (as applicable), as settlement agent for the Company, by all Placees whose bids are successful. The number of Placing Shares will be agreed by the Joint Brokers (in consultation with the Company) following completion of the Bookbuild. Subject to the execution of the Term Sheet, the number of Placing Shares to be issued will be announced on an RIS following the completion of the Bookbuild via the Result of Placing Announcement.
9. To bid in the Bookbuild, prospective Placees should communicate their bid orally by telephone or in writing to their usual sales contact at the relevant Joint Broker. Each bid should state the number of Placing Shares which the prospective Placee wishes to subscribe for at either the Placing Price, or at prices up to a price limit specified in its bid. Bids may be scaled down by the Joint Brokers on the basis referred to in paragraph 8 below. The Joint Brokers reserve the right not to accept bids or to accept bids in part rather than in whole. The acceptance of the bids shall be at the Joint Brokers' absolute discretion, subject to agreement with the Company.
10. The Bookbuild is expected to close no later than 7.00 a.m. (BST) on 28 April 2023 but may be closed earlier or later at the discretion of the Joint Brokers. 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 the number of shares to be issued pursuant to the Placing, in its absolute discretion.
11. Allocations of the Placing Shares will be determined by the Joint Brokers after consultation with the Company (the proposed allocations having been supplied by the Joint Brokers to the Company in advance of such consultation). Subject to the execution of the Term Sheet, allocations will be confirmed orally by the relevant Joint Broker and a Form of Confirmation will be despatched as soon as possible thereafter. The relevant Joint Broker's oral confirmation to such Placee constitutes an irrevocable legally binding commitment upon such person (who will at that point become a Placee), in favour of the Joint Brokers and the Company, to acquire the number of Placing Shares allocated to it and to pay the Placing Price in respect of such shares on the terms and conditions set out in this Appendix and in accordance with the Company's articles of association. A bid in the Bookbuild will be made on the terms and subject to the conditions in this Announcement (including this Appendix) and will be legally binding on the Placee on behalf of which it is made and except with the relevant Joint Broker's consent, such commitment will not be capable of variation or revocation after the time at which it is submitted.
12. Each Placee's allocation and commitment will be evidenced by a Form of Confirmation issued to such Placee. The terms of this Appendix will be deemed incorporated in that Form of Confirmation.
13. Irrespective of the time at which a Placee's allocation pursuant to the Placing is confirmed, settlement for all Placing Shares to be subscribed for pursuant to the Placing will be required to be made at the same time, on the basis explained below under "**Registration and Settlement**".
14. All obligations under the Bookbuild and the Placing will be subject to fulfilment or (where 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 "**Right to terminate under the Placing Agreement**".

15. By participating in the Placing, each Placee agrees that its rights and obligations in respect of the Placing will terminate only in the circumstances described below and will not be capable of rescission or termination by the Placee.
16. To the fullest extent permissible by law, neither Joint Broker, nor the Company, nor any of their respective affiliates, agents, directors, officers or employees shall have any responsibility or liability to Placees (or to any other person whether acting on behalf of a Placee or otherwise). In particular, none of the Joint Brokers, the Company, nor any of their respective affiliates, agents, directors, officers or employees shall have any responsibility or liability (including to the extent permissible by law, any fiduciary duties) in respect of the Joint Brokers' conduct of the Placing.
17. The Placing Shares will be issued subject to the terms and conditions of this Announcement and each Placee's commitment to subscribe for Placing Shares on the terms set out herein will continue notwithstanding any amendment that may in future be made to the terms and conditions of the Placing and 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.
18. All times and dates in this Announcement may be subject to amendment. The Joint Brokers shall notify the Placees and any person acting on behalf of the Placees of any changes.

#### **Conditions of the Placing**

The Placing is conditional upon the Placing Agreement becoming unconditional and not having been terminated in accordance with its terms. Each Joint Broker's obligations under the Placing Agreement are conditional on customary conditions, including (amongst others) (the "**Conditions**"):

19. the London Stock Exchange agreeing to admit the Placing Shares to trading on AIM (subject only to allotment);
20. Admission occurring on or around 8.00 a.m. BST on 4 May 2023 (or such later time or date as the Joint Brokers may otherwise agree with the Company, being no later than 8.00 a.m. BST on 31 May 2023) (the "**Closing Date**");
21. the Term Sheet having been executed by the Company and the Joint Brokers no later than 7.00 a.m. BST on 28 April 2023 (or such later time or date as the Joint Brokers may otherwise agree with the Company);
22. there having been no development or event resulting in a Material Adverse Effect which could, in the good faith opinion of the Joint Brokers, materially and adversely affect the Placing or dealings in the Ordinary Shares following Admission;
23. the delivery by the Company to the Joint Brokers of a certificate signed by a Director for and on behalf of the Company not later than 5.00 p.m. BST on the Business Day immediately prior to the date on which Admission is expected to occur (and dated as of such date);
24. the Company having complied with its obligations which fall to be performed on or prior to Admission under the Placing Agreement; and
25. none of the warranties on the part of the Company in the Placing Agreement being untrue or inaccurate in any material respect or misleading when made and none of the warranties ceasing to be true and accurate in any material respect or becoming misleading at any time prior to Admission by reference to the facts and circumstances then subsisting.

The Joint Brokers may, at their discretion and upon such terms as they think fit, waive compliance by the Company with the whole or any part of any of the Company's obligations in relation to the Conditions or extend the time or date provided for fulfilment of any such Conditions in respect of all or any part of the performance thereof. The conditions in the Placing Agreement relating to Admission taking place and execution of the Term Sheet may not be waived. Any such extension or waiver will not affect Placees' commitments as set out in this Announcement.

If: (i) any of the Conditions are not fulfilled or (where permitted) waived by the Joint Brokers by the relevant time or date specified (or such later time or date as the Joint Brokers may agree with the Company, being no later than 8.00 a.m. BST on 31 May 2023); or (ii) the Placing Agreement is terminated in the circumstances specified below under "**Right to terminate under the Placing Agreement**", the Placing will not proceed and the Placees' rights and obligations hereunder in relation to the Placing Shares shall cease and terminate at such time and each Placee agrees that no claim can be made by it or on its behalf (or any person on whose behalf the Placee is acting) in respect thereof.

Neither of the Joint Brokers, nor the Company, nor any of their respective affiliates, agents, directors, officers or employees shall have any liability to any Placee (or to any other person whether acting on behalf of a Placee or otherwise) in respect of any decision they 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 they may make as to the satisfaction of any Condition or in respect of the Placing generally, and by participating in the Placing each Placee agrees that any such decision is within the absolute discretion of the Joint Brokers.

#### **Right to terminate under the Placing Agreement**

The Joint Brokers are entitled, at any time before Admission, to terminate the Placing Agreement in accordance with its terms in certain circumstances, including (amongst other things):

26. where there has been a breach by the Company of any of the warranties on the part of the Company contained in the Placing Agreement that either Joint Broker considers (acting in good faith) to be material in the context of the Placing and/or Admission;
27. if any of the Conditions have (i) become incapable of satisfaction or (ii) not been satisfied before the latest time provided in the Placing Agreement and have not been waived if capable of being waived by the Joint Brokers;
28. there has been a development or event resulting in a Material Adverse Effect which could in the good faith opinion of either Joint Broker, materially and adversely affect the Placing or dealings in the Ordinary Shares following Admission whether or not foreseeable at the date of this Agreement; or
29. if the Company fails to comply in any respect which either Joint Broker believes is material in the context

29. if the Company fails to comply, in any respect which either Joint Broker believes is material in the context of the Placing and/or Admission, with any of its obligations under the Placing Agreement; or

30. the occurrence of a material adverse change or certain force majeure events.

Upon termination, the parties to the Placing Agreement shall be released and discharged (except for any liability arising before or in relation to such termination) from their respective obligations under or pursuant to the Placing Agreement, subject to certain exceptions.

By participating in the Placing, each Placee agrees that (i) the exercise by either Joint Broker of any right of termination or of any other discretion under the Placing Agreement shall be within the absolute discretion of the relevant Joint Broker and that it need not make any reference to, or consult with, Placees and that it shall have no liability to Placees whatsoever in connection with any such exercise or failure to so exercise and (ii) its rights and obligations terminate only in the circumstances described above under "**Right to terminate under the Placing Agreement**" and "**Conditions of the Placing**", and its participation will not be capable of rescission or termination by it after oral confirmation by the relevant Joint Broker of the allocation and commitments following the close of the Bookbuild.

#### **Restriction on Further Issue of Shares**

The Company has undertaken to the Joint Brokers that, between the date of the Placing Agreement and 90 days after Admission (the "**Restricted Period**"), it will not, without the prior written consent of the Joint Brokers directly or indirectly offer, issue, sell or contract to sell, issue options in respect of or otherwise dispose of or announce an offering or issue of any Ordinary Shares (or any interest therein or in respect thereof) or any other securities exchangeable for or convertible into, or substantially similar to, Ordinary Shares or enter into any transaction with the same economic effect as, or agree to do, any of the foregoing (whether or not legally or contractually obliged to do so) provided that the foregoing restrictions shall not restrict the ability of the Company or any other member of the Group during the Restricted Period to grant options under, or the allotment and issue of shares pursuant to options under, any employee or non-executive share or option schemes or long term incentive plans of the Company (in accordance with its normal practice).

By participating in the Placing, Placees agree that the exercise by the Joint Brokers of any power to grant consent to the undertaking by the Company of a transaction which would otherwise be subject to the restrictive provisions on further issuance under the Placing Agreement shall be within the absolute discretion of the Joint Brokers and that they need not make any reference to, or consult with, Placees and that they shall have no liability to Placees whatsoever in connection with any such exercise of the power to grant consent.

#### **Registration and Settlement**

Settlement of transactions in the Placing Shares (ISIN: GB00B1FQDL10 ) following Admission will take place within the system administered by Euroclear UK & International Limited ("**CREST**"), subject to certain exceptions. The Joint Brokers reserve the right to require settlement for, and delivery of, the Placing Shares (or any part thereof) to Placees by such other means that they may deem necessary if delivery or settlement is not possible or practicable within the CREST system or would not be consistent with the regulatory requirements in the Placee's jurisdiction.

Stifel is acting as settlement bank. Following the close of the Bookbuild, each Placee to be allocated Placing Shares in the Placing will be sent a Form of Confirmation stating the number of Placing Shares allocated to them at the Placing Price, the aggregate amount owed by such Placee to the relevant Joint Broker and settlement instructions. Each Placee agrees that it will do all things necessary to ensure that delivery and payment is completed in accordance with the standing CREST or certificated settlement instructions in respect of the Placing Shares that it has in place with the relevant Joint Broker.

The Company will deliver the Placing Shares to a CREST account operated by Stifel as agent for the Company and Stifel will enter its delivery instruction into the CREST system. The input to CREST by a Placee of a matching or acceptance instruction will then allow delivery of the relevant Placing Shares to that Placee against payment.

It is expected that settlement in respect of the Placing Shares will take place on or around 4 May 2023 on a delivery versus payment basis.

Interest is chargeable daily on payments not received from Placees on the due date in accordance with the arrangements set out above at the rate of two percentage points above the prevailing Sterling Overnight Index Average (SONIA) as determined by the Joint Brokers.

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

If Placing Shares are to be delivered to a custodian or settlement agent, Placees should ensure that the Form of Confirmation is copied and delivered immediately to the relevant person within that organisation. Insofar as Placing Shares are issued in a Placee's name or that of its nominee or in the name of any person for whom a Placee is contracting as agent or that of a nominee for such person, such Placing Shares should, subject as provided below, be so registered free from any liability to UK stamp duty or stamp duty reserve tax. If there are any circumstances in which any stamp duty or stamp duty reserve tax or other similar taxes or duties (including any interest and penalties relating thereto) is payable in respect of the allocation, allotment, issue, sale, transfer or delivery of the Placing Shares (or, for the avoidance of doubt, if any stamp duty or stamp duty reserve tax is payable in connection with any subsequent transfer of or agreement to transfer Placing Shares), neither Joint Broker nor the Company shall be responsible for payment thereof.

#### **Representations, warranties, undertakings and acknowledgements**

By participating in the Placing each Placee (and any person acting on such Placee's behalf) irrevocably acknowledges, confirms, undertakes, represents, warrants and agrees (as the case may be) with each of the Joint Brokers (in its capacity as bookrunner and placing agent of the Company in respect of the Placing) and the Company, in each case as a fundamental term of their application for Placing Shares, the following:

3 1 . it has read and understood this Announcement in its entirety and its acquisition of Placing Shares is subject to and based upon all the terms, conditions, representations, warranties, acknowledgements,

agreements and undertakings and other information contained herein and it has not relied on, and will not rely on, any information given or any representations, warranties or statements made at any time by any person in connection with the Placing, the Company, the Placing Shares or otherwise other than the information contained in the Placing Documents and the Publicly Available Information;

3 2 . 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 rules and practices of AIM, which includes a description of the Company's business and the Company's financial information, including balance sheets and income statements, and that it is able to obtain or has access to such information without undue difficulty, and is able to obtain access to such information or comparable information concerning any other publicly traded companies, without undue difficulty;

33. to be bound by the terms of the articles of association of the Company;

3 4 . the person whom it specifies for registration as holder of the Placing Shares will be (a) itself or (b) its nominee, 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 or other similar taxes or duties imposed in any jurisdiction (including interest and penalties relating thereto) ("**Indemnified Taxes**"). Each Placee and any person acting on behalf of such Placee agrees to indemnify the Company and each of the Joint Brokers on an after-tax basis in respect of any Indemnified Taxes;

3 5 . neither of the Joint Brokers nor any of their respective affiliates agents, directors, officers and employees accepts any responsibility for any acts or omissions of the Company or any of the directors of the Company or any other person in connection with the Placing;

36. time is of the essence as regards its obligations under this Announcement;

37. 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 relevant Joint Broker;

38. it will not redistribute, forward, transfer, duplicate or otherwise transmit this Announcement or any part of it, or any other presentational or other material concerning the Placing (including electronic copies thereof) to any person and represents that it has not redistributed, forwarded, transferred, duplicated, or otherwise transmitted any such documents to any person;

3 9 . no prospectus or other offering document is required under the Prospectus Regulation, nor will one be prepared in connection with the Bookbuild, the Placing or the Placing Shares and it has not received and will not receive a prospectus or other offering document in connection with the Bookbuild, the Placing or the Placing Shares;

4 0 . in connection with the Placing, either Joint Broker and any of its respective affiliates acting as an investor for its own account may subscribe for Placing Shares in the Company and in that capacity may retain, purchase or sell for its own account such Placing Shares in the Company and any securities of the Company or related investments and may offer or sell such securities or other investments otherwise than in connection with the Placing. Accordingly, references in this Announcement to the Placing Shares being issued, offered or placed should be read as including any issue, offering or placement of such shares in the Company to either Joint Broker or any of its respective affiliates acting in such capacity;

4 1 . either Joint Broker and its respective affiliates may enter into financing arrangements and swaps with investors in connection with which the relevant Joint Broker and any of its respective affiliates may from time to time acquire, hold or dispose of such securities of the Company, including the Placing Shares;

4 2 . neither Joint Broker intends to disclose the extent of any investment or transactions referred to in paragraphs 10 and 11 above otherwise than in accordance with any legal or regulatory obligation to do so;

4 3 . neither Joint Broker owes any fiduciary or other duties to any Placee in respect of any representations, warranties, undertakings or indemnities in the Placing Agreement;

4 4 . its participation in the Placing is on the basis that it is not and will not be a client of either of the Joint Brokers in connection with its participation in the Placing and that neither Joint Broker has any duties or responsibilities to it for providing the protections afforded to its respective clients or customers 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 respective rights and obligations thereunder including any rights to waive or vary any conditions or exercise any termination right;

4 5 . the content of the Placing Documents and the Publicly Available Information has been prepared by and is exclusively the responsibility of the Company and neither of the Joint Brokers nor any of their respective affiliates agents, directors, officers or employees nor any person acting on behalf of any of them is responsible for or has or shall have any responsibility or liability for any information, representation or statement contained in, or omission from, this Announcement, the Publicly Available Information or otherwise 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, provided that nothing in this paragraph excludes the liability of any person for fraudulent misrepresentation made by such person;

4 6 . the only information on which it is entitled to rely and on which such Placee has relied in committing itself to subscribe for Placing Shares is contained in the Placing Documents or any Publicly Available Information (save that in the case of Publicly Available Information, a Placee's right to rely on that information is limited to the right that such Placee would have as a matter of law in the absence of this paragraph 16), such information being all that such Placee deems necessary or appropriate and sufficient to make an investment decision in respect of the Placing Shares;

4 7 . it has neither received nor relied on any other information given, or representations, warranties or statements, express or implied, made, by either Joint Broker or the Company nor any of their respective affiliates, agents, directors, officers or employees acting on behalf of any of them (including in any management presentation delivered in respect of the Bookbuild) with respect to the Company, the Placing or the Placing Shares or the accuracy, completeness or adequacy of any information contained in the Placing Documents, or the Publicly Available Information or otherwise;

- 4 8 . neither of the Joint Brokers, nor 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, nor will provide, it with any material or information regarding the Placing Shares or the Company or any other person other than the information in the Placing Documents or the Publicly Available Information; nor has it requested any of the Joint Brokers, the Company, any of their respective affiliates or any person acting on behalf of any of them to provide it with any such material or information;
- 4 9 . neither of the Joint Brokers nor the Company will be liable for any Placee's decision to participate in the Placing based on any other information, representation, warranty or statement, provided that nothing in this paragraph excludes the liability of any person for fraudulent misrepresentation made by that person;
- 5 0 . it may not rely, and has not relied, on any investigation that either of the Joint Brokers, any of their respective affiliates or any person acting on any of their behalf, may have conducted with respect to the Placing Shares, the terms of the Placing or the Company, and none of such persons has made any representation, express or implied, with respect to the Company, the Placing, the Placing Shares or the accuracy, completeness or adequacy of the information in the Placing Documents, the Publicly Available Information or any other information;
51. in making any decision to subscribe for Placing Shares it:
- (a) has such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of subscribing for the Placing Shares;
  - (b) will not look to either Joint Broker for all or part of any such loss it may suffer;
  - (c) is experienced in investing in securities of this nature in this sector and is aware that it may be required to bear, and is able to bear, the economic risk of an investment in the Placing Shares;
  - (d) is able to sustain a complete loss of an investment in the Placing Shares;
  - (e) has no need for liquidity with respect to its investment in the Placing Shares;
  - (f) has made its own assessment and has satisfied itself concerning the relevant tax, legal, currency and other economic considerations relevant to its investment in the Placing Shares; and
  - (g) has conducted its own due diligence, examination, investigation and assessment of the Company, the Placing Shares and the terms of the Placing and has satisfied itself that the information resulting from such investigation is still current and relied on that investigation for the purposes of its decision to participate in the Placing;
- 5 2 . it is subscribing for the Placing Shares for its own account or for an account with respect to which it exercises sole investment discretion and has the authority to make and does make the acknowledgements, representations and agreements contained in this Announcement;
53. it is acting as principal only in respect of the Placing or, if it is acting for any other person, it is:
- (h) duly authorised to do so and has full power to make the acknowledgments, representations and agreements herein on behalf of each such person; and
  - (i) will remain liable to the Company and/or the Joint Brokers 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);
- 5 4 . it and any person acting on its behalf is entitled to subscribe for the Placing Shares under the laws and regulations of all relevant jurisdictions that apply to it and that it has fully observed such laws and regulations, has capacity and authority and is entitled to enter into and perform its obligations as a subscriber of Placing Shares and will honour such obligations, and has obtained all such governmental and other guarantees, permits, authorisations, approvals and consents which may be required thereunder and complied with all necessary formalities to enable it to commit to this participation in the Placing and to perform its obligations in relation thereto (including, without limitation, in the case of any person on whose behalf it is acting, all necessary consents and authorities to agree to the terms set out or referred to in this Announcement) and will honour such obligations and that it has not taken any action or omitted to take any action which will or may result in either of the Joint Brokers, the Company or any of their respective directors, officers, agents, employees or advisers acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Placing;
- 5 5 . where it is subscribing for Placing Shares for one or more managed accounts, it is authorised in writing by each managed account to subscribe for the Placing Shares for each managed account;
- 5 6 . it irrevocably appoints any duly authorised officer of either Joint Broker 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 for upon the terms of this Announcement;
57. the Placing Shares have not been and will not be registered or otherwise qualified and that a prospectus will not be cleared in respect of any of the Placing Shares under the securities laws or legislation of the Restricted Jurisdictions, or any state, province, territory or jurisdiction thereof;
- 5 8 . the Placing Shares may not be offered, sold, or delivered or transferred, directly or indirectly, in or into the above jurisdictions or any jurisdiction (subject to certain exceptions) in which it would be unlawful to do so and no action has been or will be taken by any of the Company, the Joint Brokers or any person acting on behalf of the Company or either of the Joint Brokers that would, or is intended to, permit a public offer of the Placing Shares in the Restricted Jurisdictions or any country or jurisdiction, or any state, province, territory or jurisdiction thereof, where any such action for that purpose is required;
- 5 9 . no action has been or will be taken by any of the Company, either Joint Broker or any person acting on behalf of the Company or either Joint Broker 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;
- 6 0 . unless otherwise specifically agreed with the relevant Joint Broker, it is not and at the time the Placing Shares are subscribed for, neither it nor the beneficial owner of the Placing Shares will be, a resident of, nor have an address in, Australia, Japan, the Republic of South Africa or any province or territory of Canada;

61. it may be asked to disclose in writing or orally to either Joint Broker:
- (j) if he or she is an individual, his or her nationality; or
- (k) if he or she is a discretionary fund manager, the jurisdiction in which the funds are managed or owned;
62. it is and the prospective beneficial owner of the Placing Shares is, and at the time the Placing Shares are subscribed for will be outside the United States and is acquiring the Placing Shares in an "offshore transaction" as defined in, and in accordance with, Regulation S under the US Securities Act;
63. it has not been offered to purchase or subscribe for Placing Shares by means of any "directed selling efforts" as defined in Regulation S under the US Securities Act or by means of any "general solicitation" or "general advertising" within the meaning of Regulation D under the US Securities Act;
64. it understands that the Placing Shares have not been, and will not be, registered under the US Securities Act and may not be offered, sold or resold, pledged or delivered in or into or from the United States except pursuant to (i) an effective registration statement under the US Securities Act; or (ii) pursuant to an exemption from the registration requirements of the US Securities Act and, in each case, in accordance with applicable United States state securities laws and regulations;
65. 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 US Securities Act;
66. 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;
67. it understands that there may be certain consequences under United States and other tax laws resulting from an investment in the Placing and it has made such investigation and has consulted its own independent advisers or otherwise has satisfied itself concerning, without limitation, the effects of United States federal, state and local income tax laws and foreign tax laws generally;
68. it understands that the Company has not undertaken to determine whether it will be treated as a passive foreign investment company ("**PFIC**") for US federal income tax purposes for the current year, or whether it is likely to be so treated for future years and neither the Company nor the Joint Brokers make any representation or warranty with respect to the same. Accordingly, neither the Company nor the Joint Brokers can provide any advice to United States investors as to whether the Company is or is not a PFIC for the current tax year, or whether it will be in future tax years. Accordingly, neither the Company nor the Joint Brokers undertake to provide to United States investors or shareholders any information necessary or desirable to facilitate their filing of annual information returns, and United States investors and shareholders should not assume that this information will be made available to them;
69. if in a member state of the EEA, unless otherwise specifically agreed with the relevant Joint Broker in writing, it is a Qualified Investor;
70. it has not offered or sold and will not offer or sell any Placing Shares to persons in the EEA except to Qualified Investors or otherwise in circumstances which have not resulted in and which will not result in an offer to the public in any member state of the EEA within the meaning of the Prospectus Regulation;
71. if a financial intermediary, as that term is used in Article 5(1) of the Prospectus Regulation, the Placing Shares subscribed for by it in the Placing will not be acquired on a non-discretionary basis on behalf of, nor will they be acquired with a view to their offer or resale to, persons in the United Kingdom or a member state of the EEA which has implemented the Prospectus Regulation other than Qualified Investors, or in circumstances in which the prior consent of the relevant Joint Broker has been given to each proposed offer or resale;
72. if in the United Kingdom, that it is a Qualified Investor (i) having professional experience in matters relating to investments who falls within the definition of "investment professionals" in Article 19(5) of the Order or (ii) who falls within Article 49(2) (a) to (d) ("**High Net Worth Companies, Unincorporated Associations, etc**") of the Order, or (iii) to whom it may otherwise lawfully be communicated;
73. it has not offered or sold and will not offer or sell any Placing Shares to persons in the United Kingdom, except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their business or otherwise in circumstances which have not resulted and which will not result in an offer to the public in the United Kingdom within the meaning of section 85(1) of the Financial Services and Markets Act 2000, as amended ("**FSMA**");
74. it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of FSMA) relating to the Placing Shares in circumstances in which section 21(1) of FSMA does not require approval of the communication by an authorised person and it acknowledges and agrees that the Placing Documents have not and will not have been approved by either Joint Broker in its capacity as an authorised person under section 21 of the FSMA and it may not therefore be subject to the controls which would apply if it was made or approved as a financial promotion by an authorised person;
75. it has complied and 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 applicable provisions in FSMA and MAR) in respect of anything done in, from or otherwise involving, the United Kingdom);
76. if it is a pension fund or investment company, its subscription for Placing Shares is in full compliance with applicable laws and regulations;
77. it has complied with its obligations under the Criminal Justice Act 1993 and Articles 8, 10 and 12 of MAR and in connection with money laundering and terrorist financing under the Proceeds of Crime Act 2002 (as amended), the Terrorism Act 2000, the Terrorism Act 2006 and the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and any related or similar rules, regulations or guidelines, issued, administered or enforced by any government agency having jurisdiction in respect thereof (the "**Regulations**") and the Money Laundering Sourcebook of the FCA 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;

the identity of the third party as required by the Regulations;

- 7.8. in order to ensure compliance with the Regulations, either Joint Broker (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 relevant Joint Broker or the Company's registrars, as applicable, of evidence of identity, definitive certificates in respect of the Placing Shares may be retained at the relevant Joint Broker's absolute discretion or, where appropriate, delivery of the Placing Shares to it in uncertificated form may be delayed at the relevant Joint Broker's or the Company's registrars', as the case may be, absolute discretion. If within a reasonable time after a request for verification of identify the relevant Joint Broker (for itself and as agent on behalf of the Company) or the Company's registrars have not received evidence satisfactory to them, either the relevant Joint Broker 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;
- 7.9. 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 the Placing Shares are not being acquired in connection with arrangements to issue depository receipts or to issue or transfer Placing Shares into a clearance service;
- 8.0. it (and any person acting on its behalf) 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 in respect of the Placing Shares allocated to it in accordance with this Announcement on the due time and date set out herein, failing which the relevant Placing Shares may be placed with other subscribers or sold as the relevant Joint Broker may in its sole discretion determine and without liability to such Placee, who will remain liable for any amount by which the net proceeds of such sale falls short of the product of the relevant Placing Price and the number of Placing Shares allocated to it and will be required to bear any stamp duty, stamp duty reserve tax or other taxes or duties (together with any interest, fines or penalties) imposed in any jurisdiction which may arise upon the sale of such Placee's Placing Shares;
- 8.1. any money held in an account with the relevant Joint Broker on behalf of the Placee and/or any person acting on behalf of the Placee and/or any person acting on behalf of the Placee will not be treated as client money within the meaning of the relevant rules and regulations of the FCA made under the FSMA. Each Placee acknowledges that the money will not be subject to the protections conferred by the client money rules: as a consequence this money will not be segregated from the relevant Joint Broker's money in accordance with the client money rules and will be held by it under a banking relationship and not as trustee;
- 8.2. its allocation (if any) of Placing Shares will represent a maximum number of Placing Shares which it will be entitled, and required, to subscribe for, and that the Joint Brokers or the Company may call upon it to subscribe for a lower number of Placing Shares (if any), but in no event in aggregate more than the aforementioned maximum;
- 8.3. neither of the Joint Brokers nor any of their respective affiliates, 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;
- 8.4. if it has received any 'inside information' (for the purposes of MAR and section 56 of the Criminal Justice Act 1993) in relation to the Company and its securities in advance of the Placing, it confirms that it has received such information within the market soundings regime provided for in article 11 of MAR and associated delegated regulations and it has not:
- ( l ) used that inside information to acquire or dispose of securities of the Company or financial instruments related thereto or cancel or amend an order concerning the Company's securities or any such financial instruments;
  - ( m ) used that inside information to encourage, require, recommend or induce another person to deal in the securities of the Company or financial instruments related thereto or to cancel or amend an order concerning the Company's securities or such financial instruments; or
  - ( n ) disclosed such information to any person, prior to the information being made publicly available;
- 8.5. the rights and remedies of the Company and each of the Joint Brokers under the terms and conditions in this 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; and
- 8.6. these terms and conditions of the Placing and any agreements entered into by it pursuant to the terms and conditions of the Placing, and all non-contractual or other obligations arising out of or in connection with them, shall be governed by and construed in accordance with the laws of England and it submits (on behalf of itself and on behalf of any person on whose behalf it is acting) to the exclusive jurisdiction of the English courts as regards any claim, dispute or matter arising out of any such contract (including any dispute regarding the existence, validity or termination of such contract or relating to any non-contractual or other obligation arising out of or in connection with such contract), except that enforcement proceedings in respect of the obligation to make payment for the Placing Shares (together with any interest chargeable thereon) may be taken by either the Company or either of the Joint Brokers 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.

The foregoing representations, warranties, confirmations, acknowledgements, agreements and undertakings are given for the benefit of the Company as well each of the Joint Brokers and are irrevocable. The Joint Brokers, the Company and their respective affiliates and others will rely upon the truth and accuracy of the foregoing representations, warranties, confirmations, acknowledgements, agreements and undertakings. Each prospective Placee, and any person acting on behalf of such Placee, irrevocably authorises the Company and each Joint Broker to produce this Announcement, pursuant to, in connection with, or as may be required by any applicable law or regulation, administrative or legal proceeding or official inquiry with respect to the matters set forth herein.

By participating in the Placing, each Placee (and any person acting on such Placee's behalf) agrees to indemnify on an after tax basis and hold the Company, each of the Joint Brokers and 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 Announcement or incurred by either of the Joint Brokers, the Company or any of their respective affiliates, agents, directors, officers or employees arising from the performance of the Placees' obligations as set out in this Announcement, and further agrees that the provisions of this Announcement shall survive after completion of the Placing.

Where the Placees are acting in its capacity as a discretionary investment manager on behalf of its underlying clients, then it is the discretionary investment manager that is to be regarded as the Placee for the purpose of this Announcement and not the underlying client. For the avoidance of doubt, the representations and warranties given are to be taken as made on behalf of the Placee itself and not their underlying client.

## **Taxation**

The agreement to allot and issue Placing Shares to Placees (and/or to persons for whom such Placee is contracting as agent) free of stamp duty and stamp duty reserve tax relates only to their allotment and issue to Placees, or such persons as they nominate as their agents, direct from the Company for the Placing Shares in question. Such agreement also assumes that the Placing Shares are not being acquired in connection with arrangements to issue depositary receipts or to issue or transfer the Placing Shares into a clearance service. If there are any such arrangements, or the settlement relates to any other dealing in the Placing Shares, stamp duty or stamp duty reserve tax or other similar taxes or duties may be payable, for which neither the Company nor the Joint Brokers will be responsible and the Placees shall indemnify the Company and each of the Joint Brokers on an after-tax basis for any stamp duty or stamp duty reserve tax or other similar taxes or duties (together with interest, fines and penalties) in any jurisdiction paid by the Company or either of the Joint Brokers in respect of any such arrangements or dealings. If this is the case, each Placee should seek its own advice and notify the Joint Brokers accordingly. Placees are advised to consult with their own advisers regarding the tax aspects of the subscription for Placing Shares.

The Company and the Joint Brokers are not liable to bear any taxes that arise on a sale of Placing Shares subsequent to their acquisition by Placees, including any taxes arising otherwise than under the laws of the United Kingdom or any country in the EEA. Each prospective Placee should, therefore, take its own advice as to whether any such tax liability arises and notify the Joint Brokers and the Company accordingly. Furthermore, each prospective Placee agrees to indemnify on an after-tax basis and hold each of the Joint Brokers and/or the Company and their respective affiliates harmless from any and all interest, fines or penalties in relation to stamp duty, stamp duty reserve tax and all other similar duties or taxes in any jurisdiction to the extent that such interest, fines or penalties arise from the unreasonable default or delay of that Placee or its agent.

In addition, Placees should note that they will be liable for any 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, whether inside or outside the UK, by them or any other person on the subscription, acquisition, transfer or sale by them of any Placing Shares or the agreement by them to subscribe for, acquire, transfer or sell any Placing Shares.

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

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

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

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

## **DEFINITIONS**

The following definitions apply in this Appendix, and as the context shall admit, in the Announcement:

Admission	admission of the Placing Shares to trading on AIM becoming effective in accordance with the AIM Rules
AIM	AIM, a market operated by the London Stock Exchange
AIM Rules	the AIM Rules for Companies published by the London Stock Exchange
Announcement	this Announcement, including this Appendix and the terms and conditions set out herein
Bookbuild	the bookbuilding process to be conducted by the Joint Brokers to arrange participation by Placees in the Placing
RST	British Summer Time

ESG	ESG criteria
Company	ZOO Digital Group plc
CREST	the computerised settlement system to facilitate transfer of the title to an interest in securities in uncertificated form operated by Euroclear UK & International
CREST Regulations	the Uncertificated Securities Regulations 2001 (S.I. 2001 No 3755) (as amended)
Directors or Board	the current directors of the Company as at the date of this Announcement
EEA	the European Economic Area
Euroclear UK & International	Euroclear UK & International Limited
FCA	the Financial Conduct Authority
Form of Confirmation	the form of confirmation to be despatched to the Placees by a Joint Broker or the contract note made between the respective Joint Broker and the Placees, in each case which incorporate by reference the terms and conditions of the Placing contained in this Announcement
FSMA	the Financial Services and Markets Act 2000, as amended
Group	the Company and its subsidiary undertakings (and "Group Company" shall be construed accordingly)
Joint Brokers	Stifel and Singer, and each a "Joint Broker"
London Stock Exchange	London Stock Exchange plc
MAR	Regulation (EU) 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse as it forms part of the law of England and Wales by virtue of section 3 of the European Union (Withdrawal) Act 2018 (as it may be modified from time to time by or under domestic law including, but not limited to, by the Market Abuse (Amendment) (EU Exit) Regulations 2019/310)
Material Adverse Effect	a material adverse effect, or any development or matter reasonably expected to have a material adverse effect, in or affecting the business, condition (financial, operational, legal or otherwise), results of operations, earnings or assets of the Group, whether or not arising in the ordinary course of business
Singer	Singer Capital Markets Securities Limited
Stifel	Stifel Nicolaus Europe Limited
Ordinary Shares	ordinary shares of 1 pence each in the capital of the Company
Placees	persons who agree to subscribe for Placing Shares at the Placing Price
Placing	the conditional placing of the Placing Shares by the Joint Brokers on behalf of the Company at the Placing Price, in accordance with the Placing Agreement
Placing Agreement	the conditional placing agreement dated 27 April 2023 between the Company and the Joint Brokers in relation to the Placing
Placing Price	160 pence per Placing Share
Placing Shares	the new Ordinary Shares to be issued pursuant to the Placing
RIS	shall have the same meaning as in the AIM Rules
Shareholder	a holder of Ordinary Shares from time to time
Term Sheet	the terms of the Placing setting out the number of Placing Shares to be issued in the Placing, to be executed in accordance with the Placing Agreement by the Company and the Joint Brokers



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