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This announcement is released by Datalex plc and contains inside information for the purposes of Article 7 of the Market Abuse Regulation (EU) 596/2014 ("**EU MAR**") and is disclosed in accordance with the Company's obligations under Article 17 of EU MAR.

28 August 2024

DATALEX PLC ("Datalex" or the "Company")

Proposed Firm Placing and Placing and Open Offer

Datalex today announces its intention to raise approximately €25.0 million in gross proceeds (approximately €24.3 million net of commissions, fees and expenses) by way of a Firm Placing (€17.0 million) and Placing and Open Offer (together c. €8.0 million) (together the "Capital Raise") of newly issued ordinary shares in the Company (the "New Ordinary Shares"). The New Ordinary Shares will be issued at a price of €0.45 each (the "Issue Price").

The Firm Placing is being conducted by way of an accelerated bookbuild (the "Bookbuild"), which will be launched immediately following this announcement (the "Announcement") and which is subject to the terms and conditions set out in the appendix to this Announcement (which forms part of this Announcement) (the "Appendix"). IIU Nominees, along with other certain key Shareholders in the Company, intend to support the Firm Placing.

A further c.€8.0 million is intended to be raised by way of the Placing and Open. The Open Offer, participation in which will be available to Qualifying Shareholders, will commence following publication of a Circular by the Company. Goodbody has conditionally placed all of the Placed Shares at the Issue Price to IIU Nominees for in aggregate approximately €8.0 million (prior to deduction of fees and expenses). The commitments of IIU Nominees under the Placing are subject to clawback in respect of valid applications for Open Offer Shares by Qualifying Shareholders. The Firm Placed Shares are not subject to clawback and do not form part of the Placing and Open Offer. Goodbody is acting as Bookrunner in respect of the Firm Placing and Placing.

Completion of the Capital Raise will be conditional, amongst other things, on approval by Shareholders (including that of Independent Shareholders) at an Extraordinary General Meeting of the Company which is expected to be held on 26 September 2024.

Highlights

- Intention to raise approximately €25.0 million by way of a Firm Placing and Placing and Open Offer (approximately €24.3 million net of fees and expenses)
 - approximately €17.0 million by way of a Firm Placing; and
 - approximately €8.0 million by way of a Placing and Open Offer.
- The funds will be used to strengthen the Group's balance sheet and will, in particular, enable a deleveraging of the Group by way of the repayment of the outstanding Tireragh Loan, and the transition to a more sustainable capital structure for the Group.
- The completion of the Capital Raise will be an important step in the Group's growth strategy, providing the Group with the means to support the implementation of new revenue opportunities and to accelerate investment in its product roadmap and activation projects, while continuing to compete for new revenue opportunities.

EU MAR Information

This Announcement contains inside information for the purposes of EU MAR. The person responsible for arranging for the release of this Announcement on behalf of Datalex plc is Neil McLoughlin, Company Secretary. The date and time of this Announcement is the same as the date and time that it has been communicated to the media, at 7 a.m. on 28 August 2024.

In addition, market soundings (as defined in EU MAR) were taken in respect of the Capital Raise with the result that certain persons became aware of inside information (as defined in EU MAR) relating to the Company and its securities, as permitted by EU MAR. That inside information is set out in this Announcement. Therefore, those persons that received inside information in a market sounding are no longer in possession of such inside information relating to the Company and its securities.

For further information, please contact:

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Chief Executive Officer

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Neil McLoughlin	Chief Commercial & Legal Officer

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Cameron Duncan

Peter Bennett

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Xiao Wang

Expected Key Dates for the Capital Raise

Event	Time/Date
Record Date and time for entitlements under the Open Offer	7.00 p.m. on 27 August 2024
Announcement of the Capital Raise	28 August 2024
Announcement of results of Firm Placing	28 August 2024
Posting of Circular and Form of Proxy to Shareholders (i)	30 August 2024
Ex-entitlement date in respect of the Open Offer	30 August 2024
Open Offer Entitlements enabled by Euroclear Bank	As soon as practicable after 8.00 a.m. on 2 September 2024
Euroclear Subscription Rights (representing Open Offer Entitlements) credited to accounts of Admitted Institutions in Euroclear Bank (Euroclear Participants only)	As soon as practicable after 8.00 a.m. on 2 September 2024
CDI Entitlements (representing Open Offer Entitlements) credited to stock accounts in CREST (CDI Holders only)	As soon as practicable after 8.00 a.m. on 2 September 2024
Latest time and date for applications and payment in full in CREST (Qualifying CDI Holders only)	11.00 a.m. on 18 September 2024
Latest time and date for receipt of applications and payment in full by Euroclear Bank from Admitted Institutions (Qualifying Euroclear Participants only)	10.00 a.m. on 23 September 2024
Latest time and date for receipt of Forms of Proxy	11.00 a.m. on 24 September 2024
Time and Date of EGM	11.00 a.m. on 26 September 2024
Announcement of results of Open Offer	26 September 2024
Announcements of results of EGM (ii)	26 September 2024
Issue of the New Ordinary Shares pursuant to the Capital Raise and Admission and expected commencement of dealings in the New Ordinary Shares issued under the Capital Raise on Euronext Growth	27 September 2024
Interests in those New Ordinary Shares issued under the Capital Raise and to be held in the Euroclear System expected to be credited to accounts of Admitted Institutions in Euroclear Bank	As soon as practicable after 8.00 a.m. on 27 September 2024
Interests in those New Ordinary Shares issued under the Capital Raise and to be held in CDI Form in CREST expected to be credited to CREST stock accounts	As soon as practicable after 8.00 a.m. on 27 September 2024

(i) Each of the times and dates shown above and elsewhere in this document is indicative and accordingly is subject to change.

(ii) References to time in this document are to Dublin time unless otherwise stated.

(iii) If any of the above times and/or dates change, the revised time(s) and/or date(s) will be notified to Shareholders by announcement through a Regulatory Information Service.

Different deadlines and procedures for applications may apply in certain cases. All such persons who are eligible for and wish to participate in the Open Offer and/or who wish to exercise voting rights in connection with the Resolutions proposed for consideration at the EGM are recommended to consult with their stockbroker or other intermediary at the earliest opportunity given the possibility that earlier deadlines for actions that those set out in the 'Expected Timetable of Principal Events' will be applied by relevant service providers.

Background to and reasons for the Capital Raise

Implementation of the Capital Raise will deliver on the Board's stated intention to arrange an equity fundraising in order to strengthen the Group's balance sheet and liquidity position. Completion of the Capital Raise will, the Board believes, provide the Group with financial stability and give it a firmer platform to implement its business plan and strategic repositioning.

The Board intends to apply the net proceeds of the Capital Raise for the repayment of the Tireragh Loan (together with all accrued and unpaid interest thereon and related fees) in the amount of approximately €19.1 million, with the balance of approximately €5.2 million for:

- an acceleration of the Company's investment in its product roadmap; and
- the funding of working capital to support implementation of new revenue opportunities.

Tireragh Loan

Tireragh is a company ultimately beneficially owned by Mr. Dermot Desmond and an associate of the Company's largest shareholder, IIU Nominees, a company ultimately beneficially owned by Mr. Desmond.

At the Latest Practicable Date, Datalex owes approximately €18.9 million to Tíreragh in principal, accrued interest and fees under the Facilities Agreement.

Under the terms of the Facilities Agreement:

- all amounts drawn under the Groups facilities with Tíreragh are required to be repaid by 31 December 2024; and
- the interest payable on loans made under the Facilities Agreement is currently accruing at a rate of 18 per cent. per annum.

The short-term nature of the Tíreragh Loan constitutes a risk to the viability of the Group. Completion of the Capital Raise and application of a portion of the net proceeds to the full repayment of the Tíreragh Loan (together with all accrued and unpaid interest thereon and fees) will facilitate the Group's objective of removing the Group's outstanding debt burden and putting in place a more sustainable and appropriate capital structure for the operation of the Group's business.

The Group's Strategy Following Completion of the Capital Raise

Over the last 30 years, Datalex has evolved to become an established player in airline retail technology.

Datalex's core product portfolio is comprised of offer and order management capabilities. Datalex's offer management product enables airlines to sell more products, sell across more channels, optimise their pricing and optimise e-commerce conversion. Datalex's order management product ensures that airlines are then able to fulfil these offers, facilitate payment, enable customers to service their bookings after the initial booking has been made and enable airlines to update these bookings in the event that a flight's details have changed.

Datalex's offer and order management products are proven at scale. In a normalised year, Datalex's products and platform can service over one billion shoppers annually. Datalex's customers include EasyJet, Aer Lingus, Edelweiss, Air China, Air Transat and JetBlue. Datalex is currently activating Air Macau on its platform and anticipate that this customer will go-live in 2024. Datalex is also continuing to activate more capability for EasyJet, who went live in 2023.

From an industry perspective, airlines continue to face e-commerce constraints due to their legacy passenger ticketing systems (passenger service systems). However, in recent years there has been demonstrable progress to suggest airlines will start to transition away from these legacy systems in the coming years. While previously, Datalex sat on top of these legacy systems, its new platform will be centered on diluting the reliance on these systems to a point where airlines can operate in a legacy free position. It is likely that this will be a multi-year transition for airlines and that most airlines will opt for a phased approach. Datalex is in a strong position to support airlines with this transition. Datalex's latest platform and related offer and order management products will enable airlines to ensure that they are still realising the retailing value that can be unlocked from every passenger during the transition phase, whilst also enabling airlines to move away their dependency on their underlying legacy systems.

Datalex's strategy is to drive growth from its anchor offer and order management product portfolio. In order to create growth from its existing customer base and to ensure that the Group continues to acquire new customers for this anchor solution, the Group will prioritise investment in:

- Activating more functionality for existing customers
- Building new functionality that enables airlines to increase their passenger revenues, sell additional products and/or increase conversion
- Improving the underlying platform to support future scale
- Improving the underlying platform in order to make it easier and faster for Datalex to deploy its products to new customers

Datalex will continue to evaluate other areas in the airline eco-system where it sees the potential to create further value for its customers.

Current Trading Prospects and Working Capital

Current Trading and Prospects

The Company's Annual Report and Financial Statements for the year ended 31 December 2023 reported revenue of US\$28.9 million, an Adjusted EBITDA loss of US\$2.9 million and a loss after tax of US\$9.0 million. Cash as at 31 December 2023 totalled US\$5.8 million.

The Company announced its interim results for the six months ended 30 June 2024 on 28 August 2024, reporting revenue of US\$13.2 million, an Adjusted EBITDA loss of US\$2.0 million and a loss after tax of US\$6.1 million. Cash as at 31 July 2024 totalled US\$4.7 million.

Working Capital

The Board is confident that, subject to the completion of the Capital Raise that the Company will have sufficient working capital for at least the six months following the date of this document.

Basis of Preparation

In preparing the working capital statement above, the Company has identified, defined and considered a reasonable worst case scenario. That has involved making certain assumptions regarding the performance of the business over the six months following the date of this Announcement (the "RWC Assessment Period") and its potential impact on the Group in that reasonable worst case scenario.

The reasonable worst case projections prepared by the Company, which take into account the net proceeds of the Capital Raise, show that a minimum €5 million of further capital will be required following the RWC Assessment Period. While the quantum, timing and structure of any additional fundraising by the Company will be determined by the pace at which the Board wishes to invest in its anchor solution and in new product offerings, it is the Board's intention to raise further capital in the first half of 2025. Accelerated investment would be supported by a strong pipeline of opportunities and a clear line of sight on the potential revenue and margin growth.

The Company believes that it is appropriate to provide additional disclosure on the key assumptions included in the Group's reasonable worst case scenario.

The key reasonable worst case assumptions include:

THE KEY REASONABLE WORST CASE ASSUMPTIONS INCLUDE:

- a 20% reduction in cash receipts from customers in respect of services revenue, and no new customer wins;
- project go live delay of 3 months for a major customer, or a number of smaller customers;
- a delay in payment by one or more customer in respect of services already rendered;
- an unfavourable movement in foreign exchange rates of 5 per cent or more;
- cost overruns of \$50,000 per month from October 2024; and
- assumption management will take mitigating actions to partially offset the impact through a series of cost reductions and invoicing financing.

Summary of principal terms of the Capital Raise

The Company is proposing to issue 55,469,070 New Ordinary Shares to raise approximately €25.0 million (approximately €24.3 million net of commissions, fees and expenses) through the Capital Raise. The Capital Raise is conditional inter alia on the Resolutions being duly passed at the Extraordinary General Meeting.

Of the New Ordinary Shares being issued, 37,777,777 will be issued through the Firm Placing raising gross proceeds of c. €17.0 million and 17,691,293 will be issued through the Placing and Open Offer raising gross proceeds of €8.0 million. The Firm Placing and the Placing and Open Offer are inter-conditional.

Qualifying Shareholders are being offered the right, subject to the Terms and Conditions of the Open Offer, to subscribe for Open Offer Shares. With the exception of the Firm Placees, Qualifying Shareholders were not offered the right to subscribe for the Firm Placed Shares or the Placed Shares. IIU Nominees has irrevocably agreed to subscribe for all of the Placed Shares at the Issue Price on and subject to the terms of the IIU Subscription Agreement.

The Firm Placing

The Company is proposing to issue 37,777,777 New Ordinary Shares pursuant to the Firm Placing, the terms and conditions of which are as set out in this Announcement. The Firm Placed Shares will be issued at the Issue Price.

Goodbody has conditionally placed all of the Placed Shares with IIU Nominees, subject to clawback as described below. IIU Nominees is also expected to participate in the Firm Placing and accordingly is expected to hold between 75,871,413 and 98,726,085 Ordinary Shares representing between 40.3 and 52.5 per cent. of the Enlarged Issued Ordinary Share Capital of the Company.

The Firm Placed Shares are not subject to clawback and do not form part of the Placing and Open Offer. The Firm Placing will raise approximately €17.0 million (prior to deduction of fees and expenses). The Firm Placing is subject to the same conditions and termination rights which apply to the Placing and Open Offer (as set out in the Appendix of this Announcement).

The Firm Placed Shares, when issued and fully paid, will be identical to, and rank pari passu with, the Existing Ordinary Shares, including with respect to the right to receive all dividends or other distributions made, paid or delivered after Admission.

The Firm Placed Shares will not carry an entitlement to participate in the Open Offer.

The Placing

Goodbody has conditionally placed all of the Placed Shares at the Issue Price to IIU Nominees for in aggregate approximately €8.0 million (prior to deduction of fees and expenses). The commitments of IIU Nominees are subject to clawback in respect of valid applications for Open Offer Shares by Qualifying Shareholders pursuant to the Open Offer. Subject to Independent Shareholders' approval and the Placing and Open Offer not being terminated, any Open Offer Shares which are not applied for in respect of the Open Offer will be issued to IIU Nominees, with the net proceeds retained for the benefit of the Company.

The Placed Shares, when issued and fully paid, will be identical to, and rank pari passu with, the Existing Ordinary Shares, including with respect to the right to receive all dividends or other distributions made, paid or delivered after Admission.

The Open Offer

The Company considers it important that Shareholders who have not taken part in the Firm Placing have an opportunity to participate in the proposed fundraising at the same price as those participating in the Firm Placing. The size of the Open Offer is capped at €8.0 million which is the maximum amount which can be raised by way of an open offer without the need to produce a prospectus, which is a costly and time-consuming exercise. Unfortunately, due to the legal requirements of Regulation (EU) No 909/2014 of the European Parliament and of the Council of 23 July 2014 and as indicated by the Company in its AGM trading update on 18 July 2024, Shareholders who hold their Shares in certificated form as at close of business on the Record Date are not eligible to participate in the Open Offer.

Subject to the terms and conditions set out in the Circular, Qualifying Shareholders (i.e. those who hold in uncertificated form only) are being given the opportunity to apply for any number of Open Offer Shares at the Issue Price (payable in full on application and free of all expenses) in respect of their pro rata entitlement which shall be calculated on the basis of:

2 New Ordinary Shares for every 15 Existing Ordinary Shares

registered in the name of each Qualifying Shareholder on the Record Date and so in proportion for any greater or lesser number of Existing Ordinary Shares then registered.

Any fractional entitlements to Open Offer Shares will be disregarded in calculating Qualifying Shareholders' Open Offer Entitlements and will be aggregated with any Open Offer Entitlements in respect of Ordinary Shares held by Firm Placees and made available under the Excess Application Facility. The total number of Open Offer Shares is fixed and will not be increased in response to any applications under the Excess Application Facility.

Applications under the Excess Application Facility shall be allocated in such manner as the Directors may determine, at their absolute discretion, and no assurance can be given that the application by Qualifying Shareholders for Excess Open Offer Shares will be met in full or in part or at all.

The Open Offer Shares, when issued and fully paid, will be identical to, and rank pari passu with the Existing Ordinary Shares including the right to receive all dividends or other distributions declared, made or paid after Admission. The Open Offer Shares are not being made available in whole or in part to the public except under the terms of the Open Offer. The Placing and Open Offer will raise approximately €8.0 million (prior to deduction of commissions, fees and expenses).

As the Issue Price is higher than the price of Existing Ordinary Shares traded on Euronext Growth on the Latest Practicable Date, Qualifying Shareholders should be aware that they may have the opportunity to purchase Ordinary Shares other than pursuant to the Open Offer at a price lower than the Issue Price.

than pursuant to the Open Offer at a price lower than the Issue Price.

Waiver of obligations under Rule 9 of Takeover Rules

As a consequence of the expected issue of New Ordinary Shares to IIU Nominees under the Firm Placing and the conditional placing to IIU Nominees under the Placing, IIU Nominees and/or its ultimate beneficial owner, Mr Desmond, would normally be required to make a general offer to Shareholders pursuant to Rule 9 of the Irish Takeover Rules.

In accordance with the "Whitewash Guidance Note" to the Irish Takeover Rules, the Panel has been consulted and has agreed, subject to the Waiver Resolution being passed by the Independent Shareholders (on a poll) at the Extraordinary General Meeting and subject to the Panel's approval of the Circular for the purpose of the "Whitewash Guidance Note" to the Irish Takeover Rules only, to waive the requirement that would otherwise arise under Rule 9 of the Irish Takeover Rules as a result of the issue of New Ordinary Shares to IIU Nominees under the Firm Placing and the Placing and Open Offer. The Waiver Resolution will be passed if approved by a simple majority of votes cast by Independent Shareholders on a poll, the Independent Shareholders being all Shareholders other than Mr Desmond or any shareholders acting, or deemed under the Takeover Rules to be acting, in concert with Mr Desmond, including IIU Nominees.

In the event that the Capital Raise completes, Mr Desmond (and persons acting, or deemed under the Takeover Rules to be acting, in concert with Mr Desmond, including IIU Nominees) will not be restricted from making an offer for the Company.

Shareholders should be aware that if the Waiver Resolution is passed by Independent Shareholders, IIU Nominees may pursuant to the Capital Raise increase its voting rights in the Company up to 52.5 per cent. of the voting rights of the Company without triggering an obligation under the Takeover Rules on Mr Desmond (or any party acting in concert or deemed to be acting in concert with him) to make a general offer for the balance of the issued ordinary shares of the Company. If IIU Nominees holds more than 49.95 per cent. of the voting rights in the Company following completion of the Capital Raise, it might be permitted by the Panel (and if it holds more than 50% it will be permitted under the Irish Takeover Rules) to increase its holding of securities in the Company without incurring any obligation to make an offer under Rule 9 of the Irish Takeover Rules.

Important Notices

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

Goodbody Stockbrokers UC ("Goodbody"), which is authorised and regulated in Ireland by the CBI, is acting for the Company as Bookrunner in connection with the Capital Raise and no-one else in connection with the Capital Raise and is not, and will not be, responsible to anyone other than the Company for providing the protections afforded to its clients nor for providing advice in relation to the Firm Placing and Placing and/or any other matter referred to in this Announcement.

Apart from the responsibilities and liabilities, if any, which may be imposed on the Bookrunner by the Financial Services and Markets Act 2000 of the United Kingdom or by the regulatory regime established under it, neither Goodbody nor any of its affiliates owes or accepts any duty, liability or responsibility whatsoever to any person who is not a client for the contents of the information contained in this Announcement or for any other statement made or purported to be made by or on behalf of the Bookrunner or its affiliates in connection with the Company, the Firm Placing or Placing. Goodbody and each of its affiliates accordingly disclaim all and any liability, whether arising in tort, contract or otherwise (save as referred to above) in respect of any statements or other information contained in this Announcement and no representation or warranty, express or implied, is made by the Goodbody or any of its affiliates as to the accuracy, completeness or sufficiency of the information contained in this Announcement. Neither Goodbody nor any of its affiliates, directors, officers, employees, agents or advisors have authorised the contents of, or any part of, this Announcement.

In connection with the Firm Placing and Placing, Goodbody and any of its affiliates may take up a portion of the shares in the Firm Placing or Placing as a principal position and in that capacity may retain, purchase, sell, offer to sell for its own account such shares and other securities of the Company or related investments in connection with the Firm Placing, Placing or otherwise. Accordingly, references to Firm Placing Shares and Placed Shares being offered, acquired, placed or otherwise dealt in should be read as including any issue or offer to, or acquisition, placing or dealing by Goodbody and any of its affiliates acting in such capacity. In addition, Goodbody and any of its affiliates may enter into financing arrangements (including swaps, warrants or contracts for differences) with investors in connection with which Goodbody and any of its affiliates may from time to time acquire, hold or dispose of shares. Goodbody does not intend to disclose the extent of any such investment or transactions otherwise than in accordance with any legal or regulatory obligations to do so.

Goodbody and its affiliates may have engaged in transactions with, and provided various commercial banking, investment banking, financial advisory transactions and services in the ordinary course of its business with the Company and/or its affiliates for which they would have received customary fees and commissions. Goodbody and its affiliates may provide such services to the Company and/or its affiliates in the future.

Members of the public are not eligible to take part in the Firm Placing or Placing. All offers of the Firm Placing Shares and Placed Shares will be made pursuant to an exemption under Regulation (EU) 2017/1129 (the "**Prospectus Regulation**") from the requirement to produce a prospectus for offers of the Firm Placing Shares and Placed Shares. This Announcement is directed only at and may only be communicated to: (A) persons in a Member State of the European Economic Area who are qualified investors ("**Qualified Investors**") within the meaning of Article 2(e) of the Prospectus Regulation; or (B) in the United Kingdom, Qualified Investors who are also (A) persons having professional experience in

regulation, or (b) in the United Kingdom, qualified investors who are also (A) persons having professional experience in matters relating to investments who fall within the definition of "investment professional" in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 of the United Kingdom, as amended (the "**Order**"), (B) persons who fall within Article 49(2)(a) to (d) ("High Net Worth Companies, Unincorporated Associations, etc") of the Order; or (C) persons to whom it may otherwise be lawfully communicated including the Company Placing Participants (all such persons referred to in (A), (B) and (C) above together being referred to as "**Relevant Persons**").

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

This Announcement 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 is for information purposes only and shall not constitute an offer to sell or issue or the solicitation of an offer to buy, subscribe for or otherwise acquire securities in any jurisdiction in which any such offer or solicitation would be unlawful. Any failure to comply with this restriction may constitute a violation of the securities laws of such jurisdictions. Persons needing advice should consult an independent financial adviser.

This Announcement and the information contained herein is restricted and is not for release, publication or distribution, directly or indirectly, in whole or in part, in, into or from Australia, Canada, Japan, the Republic of South Africa or any other state or jurisdiction in which the same would be restricted, unlawful or unauthorised (each a "**Restricted Territory**"). In addition, the offering of the Firm Placing Shares or Placed Shares in certain jurisdictions may be restricted by law. This Announcement is for information purposes only and does not constitute an offer to buy, sell, issue, acquire or subscribe for, or the solicitation of an offer to buy, sell, issue, acquire or subscribe for shares in the capital of the Company in any Restricted Territory or to any person to whom it is unlawful to make such offer or solicitation. No action has been taken by the Company or the Bookrunner that would permit an offering of such shares or possession or distribution of this Announcement or any other offering or publicity material relating to such shares in any jurisdiction where action for that purpose is required. Persons into whose possession this Announcement comes are required by the Company and the Bookrunner to inform themselves about, and to observe, such restrictions. Any failure to comply with these restrictions may constitute a violation of the securities laws of such jurisdictions.

The information in this Announcement may not be forwarded or distributed to any other person and may not be reproduced in any manner whatsoever. Any forwarding, distribution, reproduction, or disclosure of this information in whole or in part is unauthorised. Failure to comply with this directive may result in a violation of the Securities Act or the applicable laws of other jurisdictions.

This Announcement does not identify or suggest, or purport to identify or suggest, the risks (direct or indirect) that may be associated with an investment in the Firm Placing Shares and Placed Shares. Any investment decision to buy Firm Placing Shares or Placed Shares in the Placing must be made solely on the basis of publicly available information, which has not been independently verified by the Bookrunner. The contents of this Announcement are not to be construed as legal, financial or tax advice. Persons needing advice should consult an independent financial adviser.

Solely for the purposes of the product governance requirements contained within: (a) EU Directive 2014/65/EU on markets in financial instruments, as amended ("**MiFID II**"); (b) Articles 9 and 10 of Commission Delegated Directive (EU) 2017/593 supplementing MiFID II; and (c) local implementing measures (together, the "**MiFID II Product Governance Requirements**"), and disclaiming all and any liability, whether arising in tort, contract or otherwise, which any 'manufacturer' (for the purposes of the MiFID II Product Governance Requirements) may otherwise have with respect thereto, the Firm Placing Shares and Placed Shares have been subject to a product approval process, which has determined that such Firm Placing and Placed Shares are: (i) compatible with an end target market of retail investors and investors who meet the criteria of professional clients and eligible counterparties, each as defined in MiFID II; and (ii) eligible for distribution through all distribution channels as are permitted by MiFID II (the "**Target Market Assessment**"). Notwithstanding the Target Market Assessment, distributors should note that: the price of the Firm Placing Shares and Placed Shares may decline and investors could lose all or part of their investment; the Firm Placing Shares and Placed Shares offer no guaranteed income and no capital protection; and an investment in the Firm Placing Shares or Placed Shares is compatible only with investors who do not need a guaranteed income or capital protection, who (either alone or in conjunction with an appropriate financial or other adviser) are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses that may result therefrom.

The Target Market Assessment is without prejudice to the requirements of any contractual, legal or regulatory selling restrictions in relation to the Placing. Furthermore, it is noted that, notwithstanding the Target Market Assessment, The

Bookrunner will only procure investors who meet the criteria of professional clients and eligible counterparties or who are Company Placing Participants. For the avoidance of doubt, the Target Market Assessment does not constitute: (a) an assessment of suitability or appropriateness for the purposes of MiFID II; or (b) a recommendation to any investor or group of investors to invest in, or purchase or take any other action whatsoever with respect to the Firm Placing Shares and Placed Shares. Each distributor is responsible for undertaking its own target market assessment in respect of the Firm Placing Shares and Placed Shares and determining appropriate distribution channels.

Certain statements contained in this Announcement are or may constitute "forward-looking statements". By their nature, forward-looking statements involve risk and uncertainty because they relate to events and depend upon future circumstances that may or may not occur, many of which are beyond the control of the Company and all of which are based on its current beliefs and expectations about future events. Such forward-looking statements involve known and unknown risks, uncertainties and other factors, which may cause the actual results, performance or achievements of the Group, or industry results, to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Such forward-looking statements are based on numerous assumptions regarding the present and future business strategies of the Group and the environment in which the Group will operate in the future. These forward-looking statements speak only as at the date of this Announcement.

Forward-looking statements are typically identified by the use of forward-looking terminology such as "believes", "expects", "may", "will", "would", "should", "intends", "estimates", "plans", "assumes" or "anticipates" or the negative of such words or other variations on them or comparable terminology, or by discussions of strategy which involve risks and uncertainties. Such risks, uncertainties and other factors include, among others: the macroeconomic and other impacts of COVID-19, general economic and business conditions, changes in technology, government policy and ability to attract and retain personnel. Except as required by applicable law, the Listing Rules and other regulations, Euronext Dublin or by any appropriate regulatory body, Datalex plc expressly disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statements contained herein to reflect any change in the Group's expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based.

Past performance may not be a reliable guide to future performance. Investments may fall as well as rise in value. Income may fluctuate in accordance with market conditions and taxation arrangements. Changes in exchange rates may have an adverse effect on the value, price or income of the Ordinary Shares, including the New Ordinary Shares the subject of the Open Offer.

Euronext Growth is a market designed primarily for emerging or smaller companies to which a higher investment risk tends to be attached than to larger or more established companies. Euronext Growth securities are not admitted to the Official List of Euronext Dublin. The Euronext Growth Rules are less demanding than those of the Official List of Euronext Dublin. A prospective investor should be aware of the risks of investing in such companies and should make the decision to invest only after careful consideration and, if appropriate, consultation with an independent financial advisor.

Certain numbers in this Announcement have been rounded up or down. There may therefore be discrepancies between the actual totals of the individual amounts in this Announcement and the underlying data.

The New Ordinary Shares to be issued pursuant to the Firm Placing and Placing will not be admitted to trading on any stock exchange other than the Euronext Growth Market of Euronext Dublin. Persons (including individuals, funds or otherwise) by whom or on whose behalf a commitment to acquire Firm Placing Shares or Placed Shares has been given ("**Placees**") will be deemed to have read and understood this Announcement in its entirety (including the Appendix) and to be making such offer on the Terms and Conditions in it, and to be providing the representations, warranties, indemnities, acknowledgements, and undertakings contained in the Appendix.

In particular, each such Placee will be asked to represent, warrant and acknowledge that: (i) it is a Relevant Person (as defined in the Appendix) and undertakes that it will acquire, hold, manage or dispose of any Firm Placing Shares and Placed Shares that are allocated to it for the purposes of its business and it is acquiring such shares for its own account; (ii) it and any account with respect to which it exercises sole investment discretion, is either (a) outside the United States, or (b) a QIB; and (iii) if it is a financial intermediary, as that term is used in Article 2(d) of the Prospectus Regulation, that it understands the resale and transfer restrictions set out in the Appendix and that any Firm Placing Shares or Placed Shares acquired by it in the Firm Placing or Placing will not be acquired on a non-discretionary basis on behalf of, nor will they be acquired with a view to their offer or resale to, persons in circumstances which may give rise to an offer of securities to the public other than an offer or resale in a member state of the EEA to Qualified Investors or in the United Kingdom to Relevant Persons, or in circumstances in which the prior consent of the Bookrunner has been given to each such proposed offer or resale.

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

No prospectus or offering document will be made available in connection with the matters contained in this Announcement and no such prospectus or offering document is required (in accordance with the Prospectus Regulation) to be published. This Announcement has not been approved by the Central Bank of Ireland, Euronext Dublin, or any other competent regulatory authority.

The most recent Annual Report, trading update and other information relating to the Company are available on the Datalex website at www.datalex.com. Neither the content of the Company's website nor any website accessible by hyperlinks on the Company's website is incorporated in, or forms part of, this Announcement.

This Announcement does not constitute a recommendation concerning the Firm Placing or Placing.

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

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.

References in this Announcement to IIU's pro rata entitlement to participate in the Open Offer exclude any entitlement in respect of certain Ordinary Shares in the Company held by IIU Nominees in the form of American Depositary Receipts in respect of which, for U.S. securities law reasons, IIU Nominees shall not qualify to participate in the Open Offer.

Defined terms used in this Announcement and the Appendix have the meaning set out under 'Definitions'.

APPENDIX

TERMS AND CONDITIONS OF THE PLACING

IMPORTANT INFORMATION FOR PLACEEES ONLY

MEMBERS OF THE PUBLIC ARE NOT ELIGIBLE TO TAKE PART IN THE FIRM PLACING. THIS ANNOUNCEMENT (INCLUDING THE APPENDIX) AND THE TERMS AND CONDITIONS SET OUT HEREIN (THE "**ANNOUNCEMENT**") ARE DIRECTED ONLY AT PERSONS SELECTED BY THE BOOKRUNNER WHOSE ORDINARY ACTIVITIES INVOLVE ACQUIRING, HOLDING, MANAGING AND DISPOSING OF INVESTMENTS (AS PRINCIPAL OR AGENT) FOR THE PURPOSES OF THEIR BUSINESS AND WHO HAVE PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO INVESTMENTS AND WHO ARE:

(A) PERSONS IN A MEMBER STATE OF THE ECONOMIC AREA ("**EEA**") WHO ARE "QUALIFIED INVESTORS" FOR THE PURPOSES OF REGULATION (EU) 2017/1129 OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL (THE "**PROSPECTUS REGULATION**");

(B) PERSONS IN THE UNITED KINGDOM (I) WHO ARE "QUALIFIED INVESTORS" AS DEFINED IN ARTICLE 2(E) OF THE PROSPECTUS REGULATION AS IT FORMS PART OF DOMESTIC LAW BY VIRTUE OF THE EUROPEAN UNION (WITHDRAWAL) ACT 2018 (AS AMENDED) ("**EUWA**") ("**UK PROSPECTUS REGULATION**"); (II) WHO HAVE PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO INVESTMENTS AND WHO ARE "**INVESTMENT PROFESSIONALS**" AND INVESTMENT PERSONNEL OF THE SAME EACH WITHIN THE MEANING OF ARTICLE 19 OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005 (AS AMENDED) (THE "**ORDER**"); (III) WHO ARE HIGH NET WORTH BODIES CORPORATE, UNINCORPORATED ASSOCIATIONS AND PARTNERSHIPS AND TRUSTEES OF HIGH VALUE TRUSTS AS DESCRIBED IN ARTICLE 49(2) OF THE ORDER; (IV) TO WHOM "NON-MAINSTREAM INVESTMENTS" (AS DEFINED IN THE FCA HANDBOOK) MAY BE PROMOTED IN THE UNITED KINGDOM; OR (V) TO WHOM AN INVITATION OR INDUCEMENT TO ENGAGE IN INVESTMENT ACTIVITY (WITHIN THE MEANING OF SECTION 21 OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (AS AMENDED)) (THE "**FSMA**") IN CONNECTION WITH THE ISSUE OR SALE OF ANY SECURITIES MAY OTHERWISE BE LAWFULLY COMMUNICATED OR CAUSED TO BE COMMUNICATED; OR

(C) OTHERWISE PERSONS TO WHOM IT MAY OTHERWISE LAWFULLY BE COMMUNICATED, (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS "**RELEVANT PERSONS**").

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

THIS ANNOUNCEMENT IS FOR INFORMATION PURPOSES ONLY AND DOES NOT OF ITSELF 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 COMPANY.

DISTRIBUTION OF THIS ANNOUNCEMENT (OR ANY PART THEREOF) IN CERTAIN JURISDICTIONS MAY BE RESTRICTED OR PROHIBITED BY LAW. PERSONS DISTRIBUTING THIS ANNOUNCEMENT (OR ANY PART THEREOF) MUST SATISFY THEMSELVES THAT IT IS LAWFUL TO DO SO.

THIS ANNOUNCEMENT (AND THE INFORMATION CONTAINED HEREIN) CONTAINED HEREIN IS NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN OR INTO THE UNITED STATES OF AMERICA (INCLUDING ITS TERRITORIES AND POSSESSIONS, ANY STATE OF THE UNITED STATES AND THE DISTRICT OF COLUMBIA) (THE "**UNITED STATES**"), AUSTRALIA, THE REPUBLIC OF SOUTH AFRICA, CANADA, NEW ZEALAND OR JAPAN OR ANY JURISDICTION IN WHICH SUCH RELEASE, PUBLICATION OR DISTRIBUTION WOULD BE UNLAWFUL. THIS ANNOUNCEMENT (AND THE INFORMATION CONTAINED HEREIN) IS FOR INFORMATION PURPOSES ONLY AND 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, AUSTRALIA, THE REPUBLIC OF SOUTH AFRICA, CANADA, NEW ZEALAND OR JAPAN OR IN ANY OTHER JURISDICTION IN WHICH THE SAME WOULD BE UNLAWFUL (EACH A "**RESTRICTED TERRITORY**").

ALL OFFERS OF THE FIRMED PLACED SHARES (I) IN THE EEA, WILL BE MADE PURSUANT TO AN EXEMPTION UNDER THE PROSPECTUS REGULATION FROM THE REQUIREMENT TO PRODUCE A PROSPECTUS AND (II) IN THE UNITED KINGDOM, WILL BE MADE PURSUANT TO AN EXEMPTION UNDER THE UK PROSPECTUS REGULATION AND

CORRESPONDING UNITED KINGDOM DOMESTIC LAW, FROM THE REQUIREMENT TO PRODUCE A PROSPECTUS. IN THE UNITED KINGDOM, THIS ANNOUNCEMENT IS BEING DIRECTED SOLELY AT PERSONS IN CIRCUMSTANCES IN WHICH SECTION 21(1) OF FSMA DOES NOT APPLY.

This announcement does not constitute or form part of any offer to sell, or any solicitation of an offer to buy, securities in the United States. Securities may not be offered or sold in the United States absent (i) registration under the US Securities Act of 1933, as amended (the "**Securities Act**") or (ii) an available exemption from registration under the Securities Act. The Firm Placed Shares have not been and will not be registered under the Securities Act or under the applicable securities laws of any state or other jurisdiction of the United States and may not be offered or sold in or into the United States absent registration except pursuant to an exemption from the registration requirements of the Securities Act. No public offering of the Firm Placed Shares is being made in the United States.

This Announcement and the information contained herein are not for publication or distribution, directly or indirectly, to persons in a Restricted Territories unless permitted pursuant to an exemption under the relevant local law or regulation in any such jurisdiction. No action has been taken by Datalex plc (the "**Company**" or "**Datalex**"), the Bookrunner, or any of their respective Affiliates (as defined below at paragraph 4.6) or any person acting on their behalf that would permit an offer of the Firm Placed Shares or possession or distribution of this Announcement or any other publicity material relating to such Firm Placed Shares in any jurisdiction where action for that purpose is required. Any failure to comply with these restrictions may constitute a violation of the securities laws of such jurisdictions. Persons into whose possession this Announcement comes are required by the Company and the Bookrunner to inform themselves about, and to observe, any such restrictions. Persons (including, without limitation, nominees and trustees) who have a contractual or other legal obligation to forward a copy of this Announcement should seek appropriate advice before taking any action.

This Announcement does not identify or suggest, or purport to identify or suggest, the risks (direct or indirect) that may be associated with an investment in the Firm Placed Shares. Any investment decision to buy Firm Placed Shares in the Placing must be made solely on the basis of publicly available information, which has not been independently verified by the Bookrunner.

This Announcement contains (or may contain) certain forward-looking statements with respect to certain of the Company's current expectations and projections about future events and the Company's future financial condition and performance. These statements, which sometimes use words such as "aim", "anticipate", "believe", "may", "will", "should", "intend", "plan", "assume", "estimate", "expect" (or the negative thereof) and words of similar meaning, reflect the directors' current beliefs and expectations and involve known and unknown risks, uncertainties and assumptions, many of which are outside the Company's control and difficult to predict, that could cause actual results and performance to differ materially from any expected future results or performance expressed or implied by the forward-looking statement. Statements contained in this Announcement regarding past trends or activities should not be taken as a representation that such trends or activities will continue in the future. Many factors could cause actual results, performance or achievements to differ materially from those projected or implied in any forward-looking statements. The important factors that could cause the Company's actual results, performance or achievements to differ materially from those in the forward-looking statements include, among others, the macroeconomic environment, economic and business cycles, the terms and conditions of the Company's financing arrangements, foreign currency rate fluctuations, competition in the Company's principal markets, acquisitions or disposals of businesses or assets and trends in the Company's principal industries. Due to such uncertainties and risks, readers are cautioned not to place undue reliance on such forward-looking statements, which speak only as of the date hereof. In light of these risks, uncertainties and assumptions, the events described in the forward-looking statements in this Announcement may not occur. The information contained in this Announcement, including the forward-looking statements, speaks only as of the date of this Announcement and is subject to change without notice and the Company does not assume any responsibility or obligation to, and does not intend to, update or revise publicly or review any of the information contained herein, whether as a result of new information, future events or otherwise, except to the extent required by Euronext Dublin, the Central Bank of Ireland or by applicable law.

Any indication in this Announcement of the price at which the Ordinary Shares of the Company have been bought or sold in the past cannot be relied upon as a guide to future performance. The price of shares and the income from them may go down as well as up and investors may not get back the full amount invested on disposal of shares acquired. Past performance is no guide to future performance and persons needing advice should consult an independent financial adviser. Persons needing advice should consult an independent financial adviser. No statement in this Announcement is intended to be a profit forecast and no statement in this Announcement should be interpreted to mean that earnings per share of the Company for the current or future financial years would necessarily match or exceed the historical published earnings per share of the Company.

Information to distributors

Solely for the purposes of the product governance requirements contained within: (a) EU Directive 2014/65/EU on markets in financial instruments, as amended ("**MiFID II**"); (b) Articles 9 and 10 of Commission Delegated Directive (EU) 2017/593 supplementing MiFID II; and (c) local implementing measures (together, the "**MiFID II Product Governance Requirements**"), and the product governance requirements contained within the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK Product Governance Rules**"), and disclaiming all and any liability, whether arising in tort, contract or otherwise, which any "manufacturer" (for the purposes of the MiFID II and the UK Product Governance Requirements) may otherwise have with respect thereto, the Firm Placed Shares have been subject to a product approval process, which has determined that the Firm Placed Shares are: (i) compatible with an end target market of (a) retail investors, as defined in MiFID II and Regulation (EU) NO 2017/565 as it forms part of domestic law by virtue of the EUWA, (b) investors who meet the criteria of professional clients, as defined in MiFID II and Regulation (EU) NO 600/2014 as it forms part of domestic law by virtue of the EUWA, or (c) eligible counterparties, as defined in MiFID II and the FCA's Conduct of Business Sourcebook ("**COBS**"); and (ii) eligible for distribution through all distribution channels as are permitted by MiFID II (the "**Target Market Assessment**").

Notwithstanding the Target Market Assessment, distributors should note that: the price of the Firm Placed Shares may decline and investors could lose all or part of their investment; the Firm Placed Shares offer no guaranteed income and no capital protection; and an investment in the Firm Placed 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 Firm Placed Shares. Furthermore, it is noted that, notwithstanding the Target Market Assessment, the Bookrunner will only procure investors who meet the criteria of professional clients and eligible counterparties.

For the avoidance of doubt, the Target Market Assessment does not constitute: (a) an assessment of suitability or appropriateness for the purposes of MiFID II or 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 the Firm Placed Shares.

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

This Announcement has been issued by, and is the sole responsibility of, the Company. No representation or warranty, express or implied, is or will be made as to, or in relation to, and no responsibility or liability is or will be accepted by the Bookrunner or its Affiliates, or any person acting on behalf of any of it 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 party or its advisers, and any liability therefor is expressly disclaimed.

Goodbody Stockbrokers UC, which is authorised and regulated in Ireland by the CBI, is acting as Bookrunner for the Company and no-one else in connection with the Firm Placed Shares and is not, and will not be, responsible to anyone other than the Company for providing the protections afforded to its clients nor for providing advice in relation to the Placings any other matter referred to in this Announcement.

Neither the Company nor the Bookrunner makes any representation to any Firm Placees regarding an investment in the securities referred to in this Announcement under the laws applicable to such Firm Placees. EACH FIRM PLACEE SHOULD

CONSULT WITH ITS OWN ADVISERS AS TO LEGAL, REGULATORY, TAX, BUSINESS AND RELATED ASPECTS OF AN ACQUISITION OF FIRM PLACED SHARES.

By participating in the Firm Placing, each person who is invited to and who chooses to participate in the Firm Placing (including individuals, funds or otherwise) (a "Firm Placee") will (i) be deemed to have read and understood this Announcement, in its entirety; and (ii) be bound by the terms and conditions contained in this Appendix, including being deemed to provide (and shall only be permitted to participate in the Firm Placing on the basis that they have provided) the representations, warranties, acknowledgements, indemnities, undertakings, confirmations and agreements set out herein.

Notwithstanding their respective Open Offer Entitlements, and subject to the IIIU Nominees Subscription Agreement, by participating in the Firm Placing each Firm Placee shall irrevocably commit, undertake and warrant not to participate in the Open Offer and not to take up their Open Offer Entitlement.

1 DETAILS OF THE FIRM PLACING, PLACING AND OPEN OFFER AGREEMENT AND FIRM PLACED SHARES

- 1.1 The Company has today entered into a Firm Placing, and Placing and Open Offer Agreement (the "**Firm Placing, Placing and Open Offer Agreement**") with the Bookrunner. Pursuant to the Firm Placing, Placing and Open Offer Agreement, the Bookrunner has, amongst other things and on the terms and subject to the conditions set out therein, agreed to use its reasonable endeavours, as agent of the Company, to procure Firm Placees for the Firm Placed Shares in respect of the Firm Placing. No element of the Firm Placing is underwritten by Goodbody.
- 1.2 The Firm Placed Shares will when issued, be subject to the constitution of the Company, be credited as fully paid and will rank *pari passu* in all respects with each other and with the existing Ordinary Shares in the capital of the Company, including the right to receive dividends and other distributions declared, made or paid in respect of the Ordinary Shares after the date of issue of the Firm Placed Shares.
- 1.3 The Firm Placed Shares will be issued free of any pre-emption rights, encumbrance, lien or other security interest.
- 1.4 Each person or entity who is invited to and confirms its agreement (whether orally or in writing) to the Bookrunner to subscribe for Ordinary Shares (the "**Firm Placee Confirmation**") will be bound by these terms and conditions and will be deemed to have accepted these terms and conditions. The Firm Placee Confirmation will constitute an irrevocable legally binding commitment upon the person or entity who gave the Firm Placee Confirmation (who at that point will become a Firm Placee) in favour of the Company and the Bookrunner to subscribe for Ordinary Shares under these terms and conditions.
- 1.5 The Company and/or the Bookrunner may require a Firm Placee to agree to such further terms and/or conditions and/or give such additional warranties and/or representations as the Company and/or the Bookrunner (in their absolute discretion) sees fit and/or may require a Firm Placee to execute a separate placing letter or placing confirmation (a "**Firm Placing Letter**").

2 APPLICATION FOR LISTING AND ADMISSION TO TRADING

The Company will apply to Euronext Dublin for Admission of the New Ordinary Shares to trading on Euronext Growth. It is expected that Admission will become effective on or around 8.00 am (Dublin time) on 27 September 2024, and that dealings in the Firm Placed Shares will commence at that time.

3 BOOKBUILD

Commencing today, the Bookrunner will be conducting a bookbuilding process (the "**Bookbuilding Process**") to determine demand for participation in the Firm Placing.

This Announcement gives details of the terms and conditions of, and the mechanics of participation in, the Firm Placing.

4 PARTICIPATION IN, AND PRINCIPAL TERMS OF, BOOKBUILDING PROCESS FOR THE FIRM PLACING

- 4.1 Participation in the Firm Placing will only be available to persons who may lawfully be, and are, invited to participate by the Bookrunner. The Bookrunner and its Affiliates or any person acting on its behalf are entitled to participate as Firm Placees in the Bookbuilding Process.
- 4.2 The books will open with immediate effect. The Bookbuilding Process in respect of the Firm Placing is expected to close not later than 4.30 p.m. (Dublin time) on 28 August 2024 but may be closed earlier at the discretion of the Bookrunner. The Company will make a further announcement following the close of the Bookbuild detailing the number of Firm Placed Shares to be issued (the "**Firm Placing Results Announcement**"). The Bookrunner may, in agreement with the Company, accept bids that are received after the Bookbuilding Process for the Firm Placing has closed.
- 4.3 A bid in the Bookbuilding Process will be made on the terms and conditions in this Announcement and will be legally binding on the Firm Placee on behalf of which it is made and, except with the Bookrunner's consent, will not be capable of variation or revocation after the close of the Bookbuilding Process.
- 4.4 A Firm Placee who wishes to participate in the Bookbuilding Process should communicate its bid by email/telephone to the usual sales contact at Goodbody. Each bid should state the number of Firm Placed Shares which the prospective Firm Placee wishes to subscribe for at the Issue Price. If successful, the Bookrunner will re-contact and confirm orally to Firm Placee following the close of the Bookbuilding Process the size of their respective allocations and a trade confirmation will be dispatched as soon as possible thereafter. The Bookrunner's oral confirmation of the size of allocations and each Firm Placee's oral commitments to accept the same will constitute an irrevocable legally binding agreement upon such person (who will at that point become a Firm Placee) in favour of the Company and the Bookrunner pursuant to which each such Firm Placee will be required to accept the number of Firm Placed Shares as appropriate, allocated to the Firm Placee at the Issue Price and otherwise on the terms and subject to the conditions set out herein and in accordance with the Company's constitution. Each Firm Placee's allocation and commitment will be evidenced by a trade confirmation issued to such Firm Placee by the Bookrunner. The terms of this Appendix will be deemed incorporated in that trade confirmation. Each such Firm Placee will have an immediate, separate, irrevocable and binding obligation, owed to the Company and the Bookrunner, to pay to the Bookrunner or (as it may direct) one of its Affiliates or any person acting on its behalf in cleared funds an amount equal to the product of the Issue Price and the number of Firm Placed Shares allocated to such Firm Placee. Following each Firm Placee's payment to the Bookrunner of such amount, the Bookrunner will procure (via the Company) the allotment of the relevant number of Firm Placed Shares and will be deposited in book-entry form in the Euroclear Bank securities clearance account of the Bookrunner (Goodbody EC 95436), as nominee for the Firm Placees, pending transfer thereof to such persons through the Euroclear System or CREST, with the Company

procuring that the Registrar will register Euroclear Nominees Limited as the registered holder of the Firm Placed Shares in the register of members of the Company.

By participating in the Bookbuilding Process, each Firm Placee agrees that its rights and obligations in respect of the Firm Placing will terminate only in the circumstances described below and will not be capable of rescission or termination by the Firm Placee after confirmation (oral or otherwise) by the Bookrunner.

- 4.5 The Bookrunner reserves the right to scale back the number of Firm Placed Shares to be subscribed by any Firm Placee in the event of an oversubscription under the Firm Placing. The Bookrunner also reserves the right not to accept offers to subscribe for Firm Placed Shares or to accept such offers in part rather than in whole. The acceptance of offers shall be at the absolute discretion of the Bookrunner. The Bookrunner shall be entitled to effect the Firm Placing by such alternative method to the Bookbuilding Process as it shall in its absolute discretion determine. The Company reserves the right (upon agreement with the Bookrunner) to reduce or seek to increase the amount to be raised pursuant to the Firm Placing.
- 4.6 To the fullest extent permissible by law, neither the Bookrunner, nor any holding company thereof, any subsidiary thereof, any subsidiary of any such holding company, any branch, affiliate or associated undertaking of any such company nor any of their respective directors, officers and employees (each an "**Affiliate**") nor any person acting on their behalf shall have any liability to Firm Placees (or to any other person whether acting on behalf of a Firm Placee or otherwise). In particular, neither the Bookrunner, nor any of its Affiliates nor any person acting on its behalf shall have any liability (including, to the extent legally permissible, any fiduciary duties), in respect of its conduct of the Bookbuilding Process or of such alternative method of effecting the Firm Placing as the Bookrunner and the Company may determine.
- 4.7 All obligations of the Bookrunner under the Firm Placing will be subject to fulfilment of the conditions referred to below under "**Conditions of the Firm Placing**".

5 **CONDITIONS OF THE FIRM PLACING**

- 5.1 The Firm Placing is conditional upon the Firm Placing, Placing and Open Offer Agreement becoming unconditional and not having been terminated in accordance with its terms.
- 5.2 The obligations of the Bookrunner under the Firm Placing, Placing and Open Offer Agreement are conditional, *inter alia*, on:
- 5.2.1 in the opinion of the Bookrunner (acting in good faith) there not having been a Material Adverse Change (as such term is defined in the Firm Placing, Placing and Open Offer Agreement), between the date of the Firm Placing, Placing and Open Offer Agreement and Admission (whether or not foreseeable at the date of the Firm Placing, Placing and Open Offer Agreement);
- 5.2.2 this Announcement having been released through a Regulatory Information Service by no later than 6.00pm on the date of the Firm Placing, Placing and Open Offer Agreement;
- 5.2.3 the Firm Placing Results Announcement having been released through a Regulatory Information Service by no later than 6.00pm on the date of this Announcement;
- 5.2.4 the Term Sheet (as such term is defined in the Firm Placing, Placing and Open Offer Agreement), having been duly executed and delivered by the Company and Goodbody by no later than 5.00pm on 28 August 2024 (or such later time and/or date as may be agreed in writing between the Bookrunner and the Company);
- 5.2.5 the Conditional Placing and Open Offer Results Announcement having been released through a Regulatory Information Service as soon as practicable following execution of the Term Sheet (or such other time and/or date as may be agreed in writing between the Bookrunner and the Company);
- 5.2.6 the Company having delivered to the Bookrunner (or the Bookrunner's Irish solicitors) each of the documents required to be delivered pursuant to the Firm Placing, Placing and Open Offer Agreement by the times and dates specified therein;
- 5.2.7 the posting of the EGM Circular and Form of Proxy (as those terms are defined in the Firm Placing, Placing and Open Offer Agreement) to Qualifying Shareholders on 30 August 2024 (or such other time and/or date as may be agreed in writing between the Bookrunner and the Company);
- 5.2.8 the passing of the Resolutions, without any amendment not previously approved by the Bookrunner, at the EGM or at any adjournment thereof;
- 5.2.9 the EGM Results Announcement having been released through a Regulatory Information Service as soon as practicable, and in any event no later than 5.00pm on the EGM Date (or such later time and/or date as may be agreed in writing between the Bookrunner and the Company);
- 5.2.10 each condition to enable:
- (a) the Open Offer Entitlements to be deposited into the Euroclear System in respect of Qualifying Euroclear Participants; and
- (b) the CDI Entitlements (representing Open Offer Entitlements) to be admitted and enabled as participating securities within CREST in respect of Qualifying CDI Holders,
- having been satisfied on or before 2 September 2024;
- 5.2.11 the IIU Nominees Subscription Agreement having been executed by each of the parties thereto and continuing to be valid, binding and in full force and effect at Admission;
- 5.2.12 the Relationship Agreement continuing to be valid and binding and remaining in full force and effect at Admission;
- 5.2.13 the application by or on behalf of the Company to Euronext Dublin for Admission having been delivered to Euronext Dublin by no later than on the date which is 3 Business Days prior to the Admission Date;

- 5.2.14 Admission occurring not later than 8.00 am on the Admission Date;
- 5.2.15 each of the warranties under the Firm Placing, Placing and Open Offer Agreement being true and accurate and not misleading at all times prior to Admission by reference to the facts and circumstances from time to time subsisting;
- 5.2.16 other than this Announcement, the Firm Placing Results Announcement, the Conditional Placing and Open Offer Agreement and the EGM Results Announcement, no supplementary announcement being required to be published in connection with the Issue prior to Admission other than would not, in the good faith opinion of the Bookrunner, be expected to be materially adverse to the Issue;
- 5.2.17 the delivery by the Company to the Bookrunner of a duly executed certificate in the form set out in the Firm Placing, Placing and Open Offer Agreement and dated the date of Admission not later than 5.00pm on the Business Day immediately preceding Admission and effective as of Admission;
- 5.2.18 the Company having complied with its obligations and undertakings under the Firm Placing, Placing and Open Offer Agreement which fall to be performed on or before Admission;
- 5.2.19 each condition to enable:
- (a) the New Ordinary Shares to be deposited into the Euroclear System; and
 - (b) the New Ordinary Shares to be held in CDI Form to be admitted to and enabled as participating securities within CREST,
- (other than Admission) being satisfied on or before 8.00 am on the Admission Date;
- 5.2.20 the issue and allotment of the New Ordinary Shares, conditional only upon Admission; and
- 5.2.21 the Bookrunner not having exercised its right to terminate the Firm Placing, Placing and Open Offer Agreement pursuant to clause 18 thereof prior to Admission.
- 5.3 If (a) any conditions contained in the Firm Placing, Placing and Open Offer Agreement, including those described above, is not satisfied in all respects (or, to the extent permitted under the Firm Placing, Placing and Open Offer Agreement, waived by the Bookrunner), or (b) the Firm Placing, Placing and Open Offer Agreement is terminated in the circumstances specified below, the Firm Placing will lapse and each Firm Placee's rights and obligations hereunder shall cease and determine at such time and each Firm Placee agrees that no claim may be made by a Firm Placee in respect thereof. Neither the Bookrunner, nor the Company, nor any of their respective Affiliates nor any person acting on their behalf shall have any liability to any Firm Placee (or to any other person whether acting on behalf of a Firm Placee or otherwise) in respect of any decision it may make as to whether or not to waive or to extend the time and/or date for the satisfaction of any condition in the Firm Placing, Placing and Open Offer Agreement or in respect of the Firm Placing generally.
- 5.4 By participating in the Firm Placing, each Firm Placee agrees that its rights and obligations hereunder terminate only in the circumstances described below under "**Right to terminate under the Firm Placing, Conditional Placing and Open Offer Agreement**", and will not be capable of rescission or termination by the Firm Placee.

6 RIGHT TO TERMINATE UNDER THE FIRM PLACING, CONDITIONAL PLACING AND OPEN OFFER AGREEMENT

- 6.1 The Bookrunner may, at any time before Admission, in its absolute discretion acting in good faith, terminate the Firm Placing, Placing and Open Offer Agreement by giving notice to the Company if, *inter alia*:
- 6.1.1 any of the Conditions (as such term is defined in the Firm Placing, Placing and Open Offer Agreement) has ceased to be capable of being satisfied;
 - 6.1.2 any statement contained in any Issue Document (as such term is defined in the Firm Placing, Placing and Open Offer Agreement) is or has become or has been discovered to be untrue, incorrect or misleading, or any matter has arisen which would, if an Issue Document was to be issued at that time, constitute an inaccuracy or omission therefrom which, in the good faith opinion of the Bookrunner, is material in the context of the Issue or Admission;
 - 6.1.3 there has been a breach or an alleged breach by the Company of any of the undertakings contained in the Firm Placing, Placing and Open Offer Agreement or any other provisions of the Firm Placing, Placing and Open Offer Agreement or any of the warranties in the Firm Placing, Placing and Open Offer Agreement were not true or accurate or were misleading at any time prior to Admission by reference to the facts and circumstances from time to time subsisting which breach, in the good faith opinion of the Bookrunner, is material in the context of the Issue or Admission;
 - 6.1.4 an event has occurred or matter has arisen on or after the date hereof and before Admission which, if it had occurred or arisen before the date hereof, would have rendered any of the warranties in the Firm Placing, Placing and Open Offer Agreement untrue, inaccurate or misleading in any respect which, in the good faith opinion of the Bookrunner, is material in the context of the Issue or Admission;
 - 6.1.5 in the good faith opinion of the Bookrunner there has been a Material Adverse Change (as such term is defined in the Firm Placing, Placing and Open Offer Agreement);
 - 6.1.6 the application for Admission is refused by Euronext Dublin or, in the good faith opinion of the Bookrunner, after consultation with the Company, will not be granted;
 - 6.1.7 the IIU Nominees Subscription Agreement is terminated, materially amended or ceases to be valid and binding in accordance with its terms at any time prior to Admission.
 - 6.1.8 there shall have occurred or, in the opinion of the Bookrunner it is likely that there will occur:
 - (a) (A) any material adverse change in the financial markets of Ireland, the United Kingdom, United States or any member of the European Union; (B) any material adverse change in the international financial markets; (C) any outbreak or escalation of hostilities, war, act of terrorism, declaration of emergency or martial law or other calamity or crisis or event in the United Kingdom, United States,

Ireland, or any member of the European Union; or (D) any change or development involving a prospective change in national or international political, financial, economic, monetary or market conditions or currency exchange rates or controls; or

- (b) suspension of, or occurrence of material limitations to trading in any securities of the Company by Euronext Dublin or any exchange or over the counter market, or of trading generally on the New York Stock Exchange, the NASDAQ National Market, Euronext Dublin or the London Stock Exchange or minimum or maximum prices for trading having been fixed, or maximum ranges for prices of securities having been required, by any of said exchanges or by order of any governmental authority, or a material disruption in commercial banking or securities settlement or clearance services in the United States, the United Kingdom, Ireland or otherwise in Europe; or
- (c) any actual or prospective change or development in United States, United Kingdom or Ireland taxation adversely affecting any Group Company, the Ordinary Shares or the transfer thereof, or exchange controls having been imposed by the United States or the United Kingdom or Ireland; or
- (d) declaration of a banking moratorium by the United Kingdom, United States, Ireland or any Member State of the European Union,

which either singly or in conjunction with any other event referred to in this clause 6.1 such as to make it in the opinion of the Bookrunner (acting in good faith) impracticable or inadvisable to proceed with the Placings or the delivery of the Placing Shares pursuant to this Agreement,

- 6.2 By participating in the Firm Placing, each Firm Placee agrees with the Bookrunner that the exercise (or the refraining from exercise) by the Bookrunner of any right of termination or other discretion under the Firm Placing, Placing and Open Offer Agreement shall be within the absolute discretion of the Bookrunner and that the Bookrunner need not make any reference to the Firm Placees in this regard and that, to the fullest extent permitted by law, the Bookrunner shall have no liability whatsoever to the Firm Placees in connection with any such exercise.

7 LOCK-UP

- 7.1 The Company has undertaken to the Bookrunner that, between the date of the Firm Placing, Placing and Open Offer Agreement and 180 days after completion of the Placings, it will not, without the prior written consent of the Bookrunner (acting in good faith) enter into certain transactions involving or relating to the Ordinary Shares, subject to certain carve-outs agreed between the Bookrunner and the Company.
- 7.2 By participating in the Firm Placing, Placees agree that the exercise by the Bookrunner of any power to grant consent to waive the undertaking by the Company of a transaction which would otherwise be subject to the lock-up under the Firm Placing, Placing and Open Offer Agreement shall be within the absolute discretion of the Bookrunner and that they need not make any reference to, or consultation with, Firm Placees and that they shall have no liability to Firm Placees whatsoever in connection with any such exercise of the power to grant consent.

8 NO PROSPECTUS OR ADMISSION DOCUMENT

No prospectus or admission document has been or will be prepared in relation to the Firm Placing, the Conditional Placing or the Open Offer and no such prospectus or admission document is required in accordance with the Prospectus Regulation, the Euronext Dublin or Euronext Growth Rules to be published, and Firm Placees' commitments will be made solely on the basis of the information contained in this Announcement and any information previously published by or on behalf of the Company by notification to or via a Regulatory Information Service. Each Firm Placee, by accepting a participation in the Firm Placing, agrees that the content of this Announcement is exclusively the responsibility of the Company and confirms to the Bookrunner and the Company that it has neither received nor relied on any information, representation, warranty or statement made by or on behalf of the Bookrunner (other than the amount of the relevant Firm Placing participation in the oral confirmation given to Firm Placees by the Bookrunner and the trade confirmation referred to below), any of its Affiliates, nor any person acting on its behalf or the Company and neither the Bookrunner nor any of its Affiliates, nor any person acting on its behalf, nor the Company will be liable for the decision of any Firm Placee to participate in the Firm Placing based on any other information, representation, warranty or statement which the Firm Placee may have obtained or received (regardless of whether or not such information, representation, warranty or statement was given or made by or on behalf of any such persons). By participating in the Firm Placing, each Firm Placee acknowledges to and agrees with the Bookrunner for itself and as agent for the Company that, except in relation to the information contained in this Announcement, it has relied on its own investigation of the business, financial or other position of the Company in deciding to participate in the Firm Placing. Nothing in this paragraph shall exclude the liability of any person for fraudulent misrepresentation.

9 REGISTRATION AND SETTLEMENT

- 9.1 Settlement of transactions in the Firm Placed Shares (ISIN IE0000527006) following Admission will take place within the Euroclear System and/or CREST, subject to certain exceptions.
- 9.2 Following the close of the Bookbuilding Process for the Firm Placing, each Firm Placee allocated Firm Placed Shares in the Firm Placing will be sent a trade confirmation stating the number of Firm Placed Shares in the Firm Placing allocated to it, the Issue Price, the aggregate amount owed by such Firm Placee to the Bookrunner and settlement instructions. Firm Placees should settle against Euroclear System IDs: Goodbody EC 95436. Each Firm Placee agrees that it will do all things necessary to ensure that delivery and payment is completed in accordance with either the standing Euroclear System or CREST settlement instructions which it has in place with the Bookrunner.
- 9.3 It is expected that settlement will be on 27 September 2024, or as soon as practicable thereafter, in accordance with the instructions set out in the trade confirmation unless otherwise notified by the Bookrunner.
- 9.4 Interest is chargeable daily on payments not received from Firm Placees on the due date in accordance with the arrangements set out above at the rate of two percentage points above the base rate of LIBOR as determined by the Bookrunner.
- 9.5 Each Firm Placee must pay the relevant subscription price for the Ordinary Shares allocated to the Firm Placee (the "**Subscription Payment**") in the manner and by the time directed by the Bookrunner.
- 9.6 If any Firm Placee fails to pay the Subscription Payment by the time required, the relevant Firm Placee's application for Ordinary Shares may at the discretion of the Bookrunner either be rejected or accepted, and, where accepted,

paragraph 9.7 will apply.

- 9.7 Each Firm Placee is deemed to agree that if it does not comply with these obligations (to include the obligation to make the Subscription Payment), the Bookrunner may sell any or all of the Firm Placed Shares allocated to the Firm Placee and the relevant Firm Placee shall be deemed hereby to have appointed the Bookrunner or any nominee of the Bookrunner as its agent to use its reasonable endeavours to sell (in one or more transactions) any or all of the Ordinary Shares allocated to the Firm Placee in respect of which payment shall not have been made as directed, and to indemnify the Bookrunner and its Affiliates and any person acting on their behalf on demand in respect of any liability for stamp duty and/or stamp duty reserve tax or any other liability whatsoever arising in respect of any such sale or sales. A sale of all or any of such Ordinary Shares shall not release the relevant Firm Placee from the obligation to make such payment for relevant Ordinary Shares to the extent that the Bookrunner or its nominee has failed to sell such Ordinary Shares at a consideration which, after deduction of the expenses of such sale and payment of stamp duty and/or stamp duty reserve tax as aforementioned, at least equals the Issue Price.
- 9.8 If Firm Placed Shares are to be delivered to a custodian or settlement agent, the Firm Placee should ensure that the trade confirmation is copied and delivered immediately to the relevant person within that organisation. Insofar as Firm Placed Shares are registered in the Firm Placee's name or that of its nominee or in the name of any person for whom the Firm Placee is contracting as agent or that of a nominee for such person, such Firm Placed Shares will, subject as provided below, be so registered free from any liability to stamp duty or stamp duty reserve tax. If there are any circumstances in which any other stamp duty or stamp duty reserve tax is payable in respect of the issue of the Firm Placed Shares, neither the Bookrunner nor the Company shall be responsible for the payment thereof.

10 REPRESENTATIONS AND WARRANTIES

- 10.1 By participating in the Firm Placing, each Firm Placee (for itself and any person(s) procured by it to subscribe for Ordinary Shares and any nominee(s) for any such person(s)) is deemed to agree, represent, warrant and acknowledge to each of the Company and the Bookrunner that:

10.1.1 in agreeing to subscribe for Ordinary Shares under the Firm Placing, the Firm Placee:

- (a) is relying solely on this Announcement, the Exchange Information (as hereinafter defined) and any supplementary announcement issued by the Company and not on any other information given, or representation or statement made at any time (including, without limitation, the "roadshow" presentation prepared by the Company or research by any third parties containing information about the Company) by any person concerning the Company, the Ordinary Shares, the Capital Raise or Admission (the "**Other Information**");
- (b) agrees that none of the Company, the Bookrunner nor any of their respective Affiliates nor any person acting on their behalf, will have any liability for any Other Information, and irrevocably and unconditionally waives any rights or claims of any nature whatsoever which the Firm Placee may have in respect of any Other Information;
- (c) acknowledges that neither the Bookrunner nor any of its Affiliates nor any person acting on its behalf has provided, and will not provide it, with any material or information regarding the Firm Placed Shares or the Company; nor has it requested the Bookrunner, nor any of its Affiliates nor any person acting on their behalf to provide it with any such material or information;
- (d) acknowledges and agrees that it has not relied on any information relating to the Company contained in any research reports prepared by the Bookrunner, any of its Affiliates or any person acting on the Bookrunner's or any of its Affiliates' behalf and understands that (i) neither the Bookrunner, nor any of its Affiliates nor any person acting on its behalf has or shall have any liability for public information or any representation; (ii) neither the Bookrunner, nor any of its Affiliates nor any person acting on its behalf has or shall have any liability for any additional information that has otherwise been made available to such Firm Placee, whether at the date of publication, the date of this document or otherwise; and that (iii) neither the Bookrunner, nor any of its Affiliates nor any person acting on its behalf makes any representation or warranty, express or implied, as to the truth, accuracy or completeness of such information, whether at the date of publication, the date of this Announcement or otherwise;
- (e) acknowledges that the Firm Placed Shares will be issued and/or transferred subject to the terms and conditions set out in this Announcement (including this Appendix); and
- (f) that its commitment to subscribe for Firm Placed Shares on the terms set out herein will continue notwithstanding any amendment that may in future be made to the terms of the Firm Placing and that Firm Placees will have no right to be consulted or require that their consent be obtained with respect to the Company's conduct of the Firm Placing;

10.1.2 the content of this Announcement and any supplementary announcement published by the Company prior to Admission is exclusively the responsibility of the Company and apart from the liabilities and responsibilities, if any, which may be imposed on the Bookrunner under any regulatory regime, none of the Bookrunner nor any of its Affiliates nor any person acting on its behalf makes any representation, express or implied, nor accepts any responsibility whatsoever for the contents of this Announcement nor for any other statement made or purported to be made by any of them or on their behalf in connection with the Company, the Ordinary Shares, the Placings or Admission and none of the Bookrunner, nor any of its Affiliates nor any person acting on its behalf will be liable for any decision by a Firm Placee to participate in the Firm Placing based on any information, representation or statement contained in this Announcement and any supplemental announcement published by the Company prior to Admission or otherwise provided that nothing in this paragraph 10.1.2 shall exclude any liability of any person for fraud;

10.1.3 if the laws of any territory or jurisdiction outside Ireland are applicable to the Firm Placee's agreement to subscribe for Ordinary Shares under the Firm Placing:

- (a) the Firm Placee has complied with all applicable laws and regulations, obtained all governmental and other consents which may be required, complied with all requisite formalities and paid any issue, transfer or other taxes due in any relevant territory or jurisdiction as a result of, whether directly or indirectly, the Firm Placee's application for the Firm Placing; and
- (b) the Firm Placee has not taken any action, or omitted to take any action, which will result in the Company or the Bookrunner or any of their respective Affiliates or any person acting on their behalf being liable for any decision by a Firm Placee to participate in the Firm Placing based on any information, representation or statement contained in this Announcement and any supplemental announcement published by the Company prior to Admission or otherwise provided that nothing in this paragraph 10.1.3 shall exclude any liability of any person for fraud;

Company, the Bookrunner or any or their respective directors, officers, agents, members or employees acting in breach of any regulatory or legal requirement of any territory or jurisdiction outside Ireland, whether directly or indirectly, in connection with the Firm Placing;

- 10.1.4 (i) it is entitled to acquire the Firm Placed Shares under the laws and regulations of all relevant jurisdictions which apply to it; (ii) it has fully observed such laws and regulations and obtained all such governmental and other guarantees and other consents and authorities which may be required thereunder and complied with all necessary formalities; (iii) it has all necessary capacity to commit to participate in the Firm Placing and to perform its obligations in relation thereto and will honour such obligations; (iv) it has paid any issue, transfer or other taxes due in connection with its participation in any territory; (v) any person who confirms to Bookrunner on behalf of a Firm Placee an agreement to subscribe for Firm Placed Shares and/or who authorises the Bookrunner to notify the Firm Placee's name to the Company's Registrar, has authority to do so on behalf of the Firm Placee and (vi) it has not taken any action which will or may result in the Company, the Bookrunner, any of their respective Affiliates or any person acting on their behalf being in breach of the legal and/or regulatory requirements of any territory in connection with the Firm Placing;
- 10.1.5 it has read carefully and understood this Announcement in its entirety (including this Appendix), and the Firm Placee shall be deemed to have had notice of all information, undertakings, representations and warranties contained in this Announcement that the Firm Placee is acquiring Ordinary Shares solely on the basis of this Announcement, the Exchange Information and any supplementary announcement issued by the Company and no other information and that in accepting a participation in the Firm Placing, the Firm Placee has had access to all information the Firm Placee believes necessary or appropriate in connection with the Firm Placee's decision to subscribe for Ordinary Shares;
- 10.1.6 no prospectus, admission document or offering document has been or will be prepared in connection with the Capital Raise; and it has not received and will not receive a prospectus, admission document or other offering document in connection with the Capital Raise or the New Ordinary Shares;
- 10.1.7 no person is authorised in connection with the Placings to give any information or make any representation other than as contained in this Announcement and any supplementary announcement and, if given or made, any information or representation must not be relied upon as having been authorised by the Company or the Bookrunner;
- 10.1.8 the Firm Placed Shares will be admitted to trading on Euronext Growth, and the Company is therefore required to publish certain business and financial information in accordance with the rules and practices of Euronext Growth and EU MAR, the Prospectus Regulation and the Companies Act 2014 of Ireland (collectively, the "**Exchange Information**"), which includes a description of the nature of the Company's business and the Company's most recent balance sheet and profit and loss account, and similar statements for preceding financial years and that it has reviewed such Exchange Information and that it is able to obtain or access such Exchange Information without undue difficulty;
- 10.1.9 if it has received any inside information (for the purposes of EU MAR or other applicable law) about the Company in advance of the Capital Raise, it has not (a) dealt (or attempted to deal) in the securities of the Company; (b) encouraged, recommended or induced another person to deal in the securities of the Company; or (c) unlawfully disclosed such information to any person, prior to the information being made publicly available;
- 10.1.10 the Firm Placee is not, nor is the Firm Placee applying as nominee or agent for, a person who is or may be liable to notify and account for tax under the UK Stamp Duty Reserve Tax Regulations, 1986 at any of the increased rates referred to in section 67, 70, 93 or 96 (depository receipts and clearance services) of the UK Finance Act, 1986;
- 10.1.11 the Firm Placee accepts that none of the Ordinary Shares have been, or will be, registered under the laws of any Restricted Territory and accordingly, the Ordinary Shares may not be offered, sold, issued or delivered, directly or indirectly, within any Restricted Territory unless an exemption from any registration requirement is available;
- 10.1.12 the Firm Placee has knowledge and experience in financial, business and international investment matters as is required to evaluate the merits and risks of subscribing for the Firm Placed Shares. It further acknowledges that it is experienced in investing in securities of this nature and is aware that it may be required to bear, and is able to bear, the economic risk of, and is able to sustain, a complete loss in connection with the Firm Placing. It has had sufficient time to consider and conduct its own investigation with respect to the offer and subscription for the Firm Placed Shares, including the tax, legal and other economic considerations and has relied upon its own examination and due diligence of the Company and its affiliates taken as a whole, and the terms of the Firm Placing, including the merits and risks involved;
- 10.1.13 the Firm Placee understands and agrees that it may not rely on any investigation that the Bookrunner or any person acting on its behalf may or may not have conducted with respect to the Company and its Affiliates or the Firm Placing and the Bookrunner has not made any representation or warranty to it, express or implied, with respect to the merits of the Firm Placing, the subscription for or purchase or acquisition of the Firm Placed Shares, or as to the condition, financial or otherwise, of the Company and its Affiliates, or as to any other matter relating thereto, and nothing herein shall be construed as a recommendation to it to acquire the Firm Placed Shares;
- 10.1.14 the Firm Placee acknowledges and agrees that it will not hold the Bookrunner or any of its Affiliates or any person acting on its behalf responsible or liable for any misstatements in or omission from any publicly available information relating to the Group or information made available (whether in written or oral form) relating to the Group (the "**Public Information**") and that neither the Bookrunner nor any person acting on behalf of the Bookrunner, makes any representation or warranty, express or implied, as to the truth, accuracy or completeness of such Public Information or accepts any responsibility for any of such Information;
- 10.1.15 that it is acting as principal only in respect of the Firm Placing or, if it is acting for any other person: (i) it is duly authorised to do so and has full power to make, and does make, the acknowledgments, representations and agreements herein on behalf of each such person; and (ii) it is and will remain liable to the Bookrunner and the Company for the performance of all its obligations as a Firm Placee in respect of the Firm Placing (regardless of the fact that it is acting for another person);
- 10.1.16 that in connection with the Firm Placing, the Bookrunner and any of its Affiliates acting as an investor for its own account may take up shares in the Company and in that capacity may retain, purchase or sell for

its own account such 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 Firm Placing. Accordingly, references in this Announcement to shares being issued, offered or placed should be read as including any issue, offering or placement of such shares in the Company to the Bookrunner and any of its Affiliates acting in such capacity. In addition the Bookrunner may enter into financing arrangements and swaps with investors in connection with which the Bookrunner may from time to time acquire, hold or dispose of such securities of the Company, including the Firm Placed Shares. Neither the Bookrunner nor any of its Affiliates intend to disclose the extent of any such investment or transactions otherwise than in accordance with any legal or regulatory obligation to do so;

- 10.1.17 if the Firm Placee is located in the United Kingdom, the Firm Placee (i) is a "qualified investor" as defined in the UK Prospectus Regulation (ii) has professional experience in matters relating to investments and is an "investment professional" and investment personnel of the same each within the meaning of Article 19 of the Order; (iii) is a high net worth body corporate, unincorporated association, partnership or trustee of a high value trust as described in Article 49(2) of the Order; (iv) is a person to whom "non-mainstream investments" (as defined in the FCA Handbook) may be promoted in the United Kingdom; or (v) is a person to whom an invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA in connection with the issue or sale of any securities may otherwise be lawfully communicated or caused to be communicated;
- 10.1.18 if the Firm Placee is a resident in a Member State of the EEA, the Firm Placee is a "qualified investor" within the meaning of the Prospectus Regulation and that it is either (i) acquiring the Firm Placed Shares for its own account, or (ii) acting as a financial intermediary to which paragraph 10.1.19 below applies;
- 10.1.19 if the Firm Placee is a resident outside the EEA or the United Kingdom, the Firm Placee has notified the Bookrunner and the Company of this;
- 10.1.20 if the Firm Placee is a financial intermediary, as that term is used in the Prospectus Regulation and the UK Prospectus Regulation, the Firm Placed Shares subscribed for by it in the Firm Placing will not be subscribed for on a non-discretionary basis on behalf of, nor will they be acquired with a view to their offer or resale to, persons in a Member State of the EEA or the United Kingdom other than to persons (i) who are: "qualified investors" as defined in Article 2.1(e) of the Prospectus Regulation or Article 2.1(e) of the UK Prospectus Regulation (as the case may be) or who otherwise fall within Article 3(2) of the Prospectus Regulation or Article 3(2) of the UK Prospectus Regulation (as the case may be) (and which circumstances do not result in any requirement for the publication of a prospectus pursuant to Article 3 of the Prospectus Regulation or the UK Prospectus Regulation (as the case may be));
- 10.1.21 if the Firm Placee is acquiring the Firm Placed Shares for one or more managed accounts, it represents, warrants and undertakes that it is authorised in writing by each managed account to acquire the Firm Placed Shares for each managed account and it has full power to make the acknowledgements, representations and agreements herein on behalf of each such account;
- 10.1.22 if the Firm Placee is a pension fund or investment company, it represents, warrants and undertakes that its acquisition of Firm Placed Shares is in full compliance with applicable laws and regulations;
- 10.1.23 if the Firm Placee is receiving the offer in circumstances under which the laws or regulations of a jurisdiction other than the Ireland would apply, it is a person to whom the Ordinary Shares may be lawfully offered under that other jurisdiction's laws and regulations;
- 10.1.24 the Firm Placee does not have a registered address in, and is not a citizen, resident or national of, any jurisdiction in which it is unlawful to make or accept an offer of the Ordinary Shares and the Firm Placee is not acting on a non-discretionary basis for any person that has a registered address in or is a citizen, resident or national of, any such jurisdiction;
- 10.1.25 if the Firm Placee is located outside Ireland, neither this Announcement nor any other offering, marketing or other material in connection with the Firm Placing constitutes an invitation, offer or promotion to, or arrangement or agreement with, the Firm Placee or any person whom the Firm Placee is procuring to subscribe for Ordinary Shares pursuant to the Firm Placing unless, in the relevant territory, such offer, invitation or other course of conduct could lawfully be made to the Firm Placee or such person and such documents or materials could lawfully be provided to the Firm Placee or such person and Ordinary Shares could lawfully be distributed to and subscribed and held by the Firm Placee or such person without compliance with any unfulfilled approval, registration or other regulatory or legal requirements;
- 10.1.26 if the Firm Placee is a natural person, such Placee is not under the age of majority (18 years of age in Ireland and the United Kingdom) on the date of such Placee's application to subscribe for Ordinary Shares under the Firm Placing and will not be any such person on the date any such agreement to subscribe under the Firm Placing is accepted;
- 10.1.27 the Firm Placee has complied, and will comply, with all applicable provisions of the Criminal Justice (Money Laundering and Terrorist Financing) Acts 2010 and 2013 (as amended) (in Ireland), the Criminal Justice Act, 1993 and FSMA (in the United Kingdom) and MAR (in respect of both Ireland and the United Kingdom) with respect to anything done by the Firm Placee in relation to the Firm Placing and/or the Ordinary Shares;
- 10.1.28 the Firm Placee has not, directly or indirectly, distributed, forwarded, transferred or otherwise transmitted this document or any other materials concerning the Firm Placing or the Ordinary Shares (including any electronic copies thereof) to any person in or into any Restricted Territory nor will the Firm Placee do any of the foregoing;
- 10.1.29 the Firm Placee 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 Ordinary Shares in circumstances in which the Firm Placee is permitted to do so pursuant to section 21 of FSMA;
- 10.1.30 the Firm Placee acknowledges that neither the Bookrunner, nor any of its Affiliates, nor any person acting on its behalf is making any recommendation to the Firm Placee or advising the Firm Placee regarding the suitability of any transactions the Firm Placee may enter into in connection with the Firm Placing or providing any advice in relation to the Firm Placing and the Firm Placee's participation in the Firm Placing is on the basis that the Firm Placee is not, and will not be, a client of the Bookrunner, or its Affiliates or any person acting on its behalf, and that neither the Bookrunner, nor any of its Affiliates nor any person acting on its behalf have any duties or responsibilities to the Firm Placee for providing the

any person acting on its behalf have any duties or responsibilities to the Firm Placee for providing the protections afforded to their respective clients or for providing advice in relation to the Firm Placing or in respect of any representations, warranties, undertakings or indemnities required to be given by the Firm Placee in connection with the Firm Placee's application under the Firm Placing (including those contained in any Placing Letter);

- 10.1.31 where the Firm Placee is subscribing for Ordinary Shares for one or more managed, discretionary or advisory accounts, the Firm Placee is authorised in writing for each such account to:
- (a) subscribe for the Ordinary Shares for each such account;
 - (b) make on behalf of each such account the representations, warranties and agreements set out in this Announcement; and
 - (c) receive on behalf of each such account any documentation relating to the Firm Placing in the form provided by the Company and/or the Bookrunner, and the Firm Placee agrees the provisions of this paragraph shall survive any resale of the Ordinary Shares by or on behalf of any such account;
- 10.1.32 the Firm Placee irrevocably appoints any Director and any director and/or authorised signatory of the Bookrunner to be the Firm Placee's agent and on its behalf (without any obligation or duty to do so) to sign, execute and deliver any documents and do all acts, matters and things as may be necessary for, or incidental to, the Firm Placee's subscription for all or any of the Ordinary Shares for which the Firm Placee has given a commitment under the Firm Placing, in the event of the Firm Placee's own failure to do so;
- 10.1.33 the Firm Placee accepts that if the Firm Placing does not proceed or the conditions to the Firm Placing, Placing and Open Offer Agreement are not satisfied or Admission does not occur in respect of the Ordinary Shares for which valid application is received and accepted for any reason whatsoever then none of the Company nor the Bookrunner, nor any of their respective Affiliates, nor any person acting on their behalf, shall have any liability whatsoever to the Firm Placee or any other person and to the extent that such a liability does exist, the Firm Placee irrevocably and unconditionally waives any rights or claims the Firm Placee may have in relation thereto;
- 10.1.34 the Firm Placee has, in connection with the Firm Placing, observed all relevant legislation and regulations, in particular (but without limitation) those relating to anti-money laundering and countering terrorist financing and that the Firm Placee's application for Firm Placed Shares is only made on the basis that the Firm Placee accepts full responsibility for any requirement to identify and verify the identity of the Firm Placee's clients and other persons in respect of whom the Firm Placee has made the application for Firm Placed Shares;
- 10.1.35 the Firm Placee is a person:
- (a) subject to the Money Laundering Regulations 2017 in force in the United Kingdom (to the extent that an application is received from a person subject to such regulations);
 - (b) subject to the Criminal Justice (Money Laundering and Terrorist Financing) Acts 2010 to 2018 (as amended) in Ireland (to the extent that an application is received from a person subject to such regulations);
 - (c) subject to the Money Laundering Directive (2015/849) of the European Parliament and of the Council on the prevention of the use of the financial system for the purpose of money laundering or terrorist financing; or
 - (d) acting in the course of a business in relation to which an overseas regulatory authority exercises regulatory functions and is based or incorporated in, or formed under the law of, a country in which there are in force provisions at least equivalent to those required by the Money Laundering Directive;
- 10.1.36 due to anti-money laundering requirements, any of the Bookrunner, the Company and/or the Registrar may require proof of identity and verification of the source of the Subscription Payment before the Firm Placee's application can be processed and that, in the event of delay or failure by the Firm Placee to produce any information required for verification purposes, the Bookrunner and/or the Company may refuse to accept the application and Subscription Payment. In addition, the Firm Placee agrees to hold harmless and indemnify, and shall keep indemnified, the Bookrunner, the Company and the Registrar against any liability, loss or cost ensuing due to the failure to process such application, if such required information has not been provided by the Firm Placee;
- 10.1.37 the obligations of the Bookrunner under the Firm Placing, Placing and Open Offer Agreement are subject to the terms and conditions set out in the Firm Placing, Placing and Open Offer Agreement. The Firm Placee further acknowledges and accepts that the Bookrunner has absolute discretion as to (a) the waiver or extension of the time for satisfaction of certain conditions of the Firm Placing, Placing and Open Offer Agreement; (b) the exercise of any right to terminate the Firm Placing, Placing and Open Offer Agreement (whether or not in relation to any matter disclosed in this Announcement); (c) the enforcement of any obligations, undertakings, representations and warranties of the Company in the Firm Placing, Placing and Open Offer Agreement; (d) the making of any amendments to the Firm Placing, Placing and Open Offer Agreement, and (e) any other right or discretion it may have or be given to it or which it is entitled to exercise, whether under the Firm Placing, Placing and Open Offer Agreement or otherwise, and the Firm Placee further acknowledges that the Bookrunner shall not have any obligation to consult with or notify any Firm Placee and shall have no responsibility or liability to any Firm Placee in relation to the Bookrunner's exercise of any such rights under the Firm Placing, Placing and Open Offer Agreement or otherwise;
- 10.1.38 the representations, undertakings and warranties contained in this Announcement are irrevocable and the Firm Placee further acknowledges that the Company, the Bookrunner, their respective Affiliates and any person acting on their behalf will rely upon the truth and accuracy of the foregoing representations and warranties and the Firm Placee agrees that if any of the representations or warranties made or deemed to have been made in connection with the Firm Placee's subscription for Ordinary Shares are no longer accurate, the Firm Placee shall promptly notify the Company and/or the Bookrunner and the Firm Placee agrees to indemnify on an after-tax basis and hold harmless each of the Company, the Bookrunner, their respective Affiliates and any person acting on their behalf 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 in this Announcement and further agrees that the provisions of this Announcement shall survive after

Announcement and further agrees that the provisions of this Announcement shall survive after completion of the Capital Raise;

- 10.1.39 where it or any person acting on its behalf is dealing with the Bookrunner, any money held in an account with the Bookrunner on behalf of it and/or any person acting on its behalf will not be treated as client money within the meaning of the relevant rules and regulations of the CBI and the relevant Bookrunner shall not be required to segregate such money, as that money will be held by the Bookrunner under a banking relationship and not as trustee;
- 10.1.40 the Firm Placee's clients, whether or not identified to the Bookrunner or any of its Affiliates or any person acting on their behalf, will remain the Firm Placee's sole responsibility and will not become clients of the Bookrunner or any of its Affiliates or any person acting on their behalf for the purposes of the rules of the CBI or for the purposes of any other statutory or regulatory provision;
- 10.1.41 the Firm Placee: (i) will not make any offer to the public of the Ordinary Shares; and (ii) will not offer or sell any Ordinary Shares to persons in the United Kingdom or in the EEA prior to Admission except to qualified investors located in a Member State of the EEA or the United Kingdom (as the case may be) as that term is defined in the Prospectus Regulation and the UK Prospectus Regulation (as the case may be); or (iii) in circumstances in which the prior consent of the Bookrunner has been given to the offer;
- 10.1.42 the Firm Placee (and any account for which the Firm Placee is purchasing) is not acquiring the Ordinary Shares with a view to the offer, sale, resale, transfer, delivery or distribution, directly or indirectly, of any Ordinary Shares into the United States;
- 10.1.43 the Firm Placee accepts the allocation of Ordinary Shares shall be determined by the Bookrunner and the Company in their absolute discretion and that the Bookrunner and the Company may scale down certain commitments for this purpose on such basis as it may determine;
- 10.1.44 time shall be of the essence as regards the Firm Placee's obligations to settle the Subscription Payment for the Ordinary Shares and to comply with the Firm Placee's other obligations under the Firm Placing and undertakes that it (and any person acting on its behalf) will pay for Firm Placed Shares acquired by it in accordance with this Announcement on the due time and date set out herein against delivery of such Firm Placed Shares to it (in such manner as set out herein), failing which the relevant Firm Placed Shares may be placed with other Placees or sold as the Bookrunner may, in its absolute discretion, determine and it will remain liable for any shortfall below the net proceeds of such sale and the placing proceeds of such Firm Placed Shares and may be required to bear any stamp duty or stamp duty reserve tax (together with any interest or penalties due pursuant to the terms set out or referred to in this Announcement) which may arise upon the sale of such Placee's Firm Placed Shares on its behalf;
- 10.1.45 in the case of the Firm Placees, its commitment to acquire Ordinary Shares will be agreed orally with the Bookrunner as agent for the Company and that a contract note or placing confirmation will be issued by the Bookrunner as soon as possible thereafter. That oral confirmation will constitute an irrevocable, legally binding commitment upon that person (who at that point will become a Placee) in favour of the Company and the Bookrunner to subscribe for the number of Ordinary Shares allocated to it at the Issue Price on the terms and conditions set out in this Announcement and, as applicable, in the contract note or placing confirmation. Except with the consent of the Bookrunner, such oral commitment will not be capable of variation or revocation after the time at which it is made;
- 10.1.46 its allocation of Ordinary Shares under the Firm Placing will be evidenced by the contract note or placing confirmation, as applicable, confirming:
 - (a) the number of Ordinary Shares that such Firm Placee has agreed to subscribe for;
 - (b) the aggregate amount that such Firm Placee will be required to pay for such Ordinary Shares;
 - (c) settlement instructions to pay the Bookrunner as agent for the Company; and
 - (d) the terms of this Announcement shall be deemed to be incorporated into that contract note or placing confirmation,

and the Company and/or the Bookrunner reserve the right to reject all or part of any offer to subscribe for Ordinary Shares for any reason and the Company also reserves the right to issue fewer than all of the Ordinary Shares offered by this Announcement or to issue to any subscriber fewer than all of the Ordinary Shares a subscriber has offered to subscribe for;
- 10.1.47 these terms and conditions and any agreements entered into by it pursuant to these terms and conditions, and any non-contractual obligations arising out of or in connection with such agreements, shall be governed by and construed in accordance with the laws of Ireland 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 Irish courts as regards any claim, dispute or matter arising out of any such contract, except that enforcement proceedings in respect of the obligation to make payment for the Firm Placed Shares (together with any interest chargeable thereon) may be taken by the Bookrunner or the Company in any jurisdiction in which the relevant Firm Placed Shares is incorporated or in which any of its securities have a quotation on a recognised stock exchange.

- 10.2 The acknowledgements, agreements, undertakings, representations and warranties referred to above are given to each of the Company and the Bookrunner (for their own benefit and, where relevant, the benefit of their respective Affiliates and any person acting on their behalf) and are irrevocable. Each Firm Placee, and any person acting on behalf of a Firm Placee, acknowledges that the Bookrunner does not owe any fiduciary or other duties to any Firm Placee in respect of any representations, warranties, undertakings or indemnities in the Firm Placing, Placing and Open Offer Agreement.

11 MISCELLANEOUS

- 11.1 Each Firm Placee agrees to be bound by the constitution of the Company once the Ordinary Shares, which the Firm Placee has agreed to subscribe for pursuant to the Firm Placing, have been acquired by the Firm Placee.
- 11.2 The Bookrunner and the Company expressly reserve the right to modify the terms and conditions of, and arrangements in respect of, the Firm Placing (including, without limitation, its timetable and settlement) at any time before allocations are determined thereunder.
- 11.3 In the case of a joint agreement to subscribe for Ordinary Shares under the Firm Placing, references to a "Firm Placee" are to each of the Firm Placees who are a party to that joint agreement and their liability is joint and

Placees are to each of the Firm Placees who are a party to that joint agreement and their liability is joint and several.

- 11.4 If the Bookrunner, the Company or any of their respective agents request any information (a) in connection with a Firm Placee's agreement to subscribe for Ordinary Shares under the Firm Placing or (b) to comply with any relevant legislation, rule or regulation, such Firm Placee must promptly disclose such information to the Bookrunner, the Company and/or their respective agents (as the case may be).
- 11.5 No claim shall be made against the Company, the Bookrunner, their respective Affiliates or any other person acting on behalf of any of such persons by a Firm Placee to recover any damage, cost, charge or expense which it may suffer or incur by reason of or arising from the carrying out by it of the work to be done by it pursuant hereto or the performance of its obligations hereunder or otherwise in connection with the Firm Placing.
- 11.6 The acknowledgements, agreements, undertakings, representations and warranties referred to above may be waived or modified in whole or in part in respect of any Firm Placee with the prior agreement of the Company and the Bookrunner.
- 11.7 No stamp duty or stamp duty reserve tax should be payable to the extent that the Firm Placed Shares are issued or deposited (as the case may be) into the Euroclear System to or with, or to or with the nominee of, a Firm Placee who holds those shares beneficially (and not as agent or nominee for any other person) within the Euroclear System and registered in the name of such Firm Placee or such Firm Placee's nominee.
- 11.8 Any arrangements to issue or transfer the Firm Placed Shares into a depositary receipts system or a clearance service or to hold the Firm Placed Shares as agent or nominee of a person to whom a depositary receipt may be issued or who will hold the Firm Placed Shares in a clearance service, or any arrangements subsequently to transfer the Firm Placed Shares, may give rise to stamp duty and/or stamp duty reserve tax, for which neither the Company nor the Bookrunner will be responsible and the Firm Placee to whom (or on behalf of whom, or in respect of the person for whom it is participating in the Firm Placing as an agent or nominee) the allocation, allotment, issue or delivery of Firm Placed Shares has given rise to such stamp duty or stamp duty reserve tax undertakes to pay such stamp duty or stamp duty reserve tax forthwith and to indemnify on an after-tax basis and to hold harmless the Company and the Bookrunner in the event that any of the Company and/or the Bookrunner have incurred any such liability to stamp duty or stamp duty reserve tax.
- 11.9 In addition, Firm Placees should note that they will be liable for any capital duty, stamp duty and all other stamp, issue, securities, transfer, registration, documentary or other duties or taxes (including any interest, fines or penalties relating thereto) payable outside Ireland by them or any other person on the acquisition by them of any Firm Placed Shares or the agreement by them to acquire any Firm Placed Shares.
- 11.10 Each Firm Placee, and any person acting on behalf of the Firm Placee, acknowledges that the Bookrunner and Euronext Growth Listing Sponsor do not owe any fiduciary or other duties to any Firm Placee in respect of any representations, warranties, undertakings or indemnities in the Firm Placing, Placing and Open Offer Agreement.
- 11.11 Each Firm Placee and any person acting on behalf of the Firm Placee acknowledges and agrees that the Bookrunner or any of its Affiliates or any person acting on its behalf may, at their absolute discretion, agree to become a Firm Placee in respect of some or all of the Firm Placed Shares.
- 11.12 The rights and remedies of the Bookrunner, the Euronext Growth Listing Sponsor and the Company under these terms and conditions are in addition to any rights and remedies which would otherwise be available to each of them and the exercise or partial exercise or partial exercise of one will not prevent the exercise of others.
- 11.13 Each Firm Placee may be asked to disclose in writing or orally to the Bookrunner:
- (a) if he is an individual, his nationality; or
 - (b) if he is a discretionary fund manager, the jurisdiction in which the funds are managed or owned.
- 11.14 All documents provided by, or on behalf of, a Firm Placee in connection with the Firm Placing will be sent at the Firm Placee's risk. They may be returned by post to a Firm Placee at the address notified by such Firm Placee.
- 11.15 The contract to subscribe for Ordinary Shares under the Placing and the appointments and authorities mentioned in this document will be governed by, and construed in accordance with, the laws of Ireland. For the exclusive benefit of the Company and the Bookrunner, each Firm Placee irrevocably submits to the exclusive jurisdiction of the courts of Ireland in relation to all disputes and claims arising out of, or in connection with, the contract to subscribe for Ordinary Shares or its formation (including on-contractual disputes or claims) and waives any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum. This does not prevent an action being taken against a Firm Placee in any other jurisdiction.

DEFINITIONS

"Admission"	the admission of the New Ordinary Shares to trading on Euronext Growth becoming effective in accordance with the Euronext Growth Markets Rule Book
"Admitted Institution"	the institutions which hold interests in Ordinary Shares on behalf of their clients through Euroclear Bank as an admitted institution of Euroclear Bank or, as the context so permits, which hold interests in Ordinary Shares on behalf of their clients through an institution which is an admitted institution of Euroclear Bank
"Articles"	the articles of association of the Company
"Board"	the directors of the Company
"Business Day"	any day on which Euronext Growth is open for the transaction of business
"Capital Raise"	the Firm Placing, the Placing and the Open Offer

"CSE" or **"CSE Fund"** CSEF, a company limited by guarantee, incorporated in Ireland

"CDIs" or "CDI Form"	CREST depositary interests issued by CREST Depositary Limited in respect of Ordinary Shares
"CDI Holders"	the holder(s) of CDIs from time to time and "CDI Holder" means any one of them
"CDI Entitlements"	CREST depositary interests issued by CREST Depositary Limited in respect of Open Offer Entitlements
"Circular"	the circular to be issued by the Company on 30 August 2024, including the notice convening the Extraordinary General Meeting
"Company"	Datalex plc
"Companies Act"	the Companies Act 2014 (as amended)
"CREST"	the computerised settlement system operated by Euroclear UK which facilitates the transfer of title to shares in uncertificated form
"Enlarged Issued Ordinary Share Capital"	the Existing Ordinary Shares and the New Ordinary Shares
"Euroclear Bank"	Euroclear Bank SA/NV, an international central securities depository and operator of the Euroclear System
"Euroclear UK"	Euroclear UK & International Limited, the operator of CREST
"Euroclear Participant"	a holder of an interest in Existing Ordinary Shares in book-entry form through the Euroclear System
"Euroclear Subscription Rights"	the subscription rights, created in Euroclear Bank pursuant to the Open Offer, and exercisable in accordance with the Euroclear Terms and Conditions, subject to the terms and conditions of the Open Offer (and, unless expressly stated, includes the CDI Rights)
"Euroclear System"	the securities settlement system operated by Euroclear Bank and governed by Belgian law
"Euroclear Terms and Conditions"	the document issued by Euroclear Bank entitled 'Terms and Conditions governing use of Euroclear dated April 2019, as may be amended, varied, replaced or superseded from time to time
"Euronext Dublin"	The Irish Stock Exchange plc, trading as Euronext Dublin
"Euronext Growth"	Alternext, a multilateral trading facility operated by Euronext Dublin under the commercial name "Euronext Growth"
"Euronext Growth Listing Sponsor"	a Euronext Growth Listing Sponsor as required by the Euronext Growth Market Rule Book
"Euronext Growth Rules"	the rules relating to Euronext Growth, including under Part I (Harmonised Rules) and Part II (Non-Harmonised Rules) of the Euronext Growth Markets Rule Book (Effective Date: 1 April 2022)
"Excess Application Facility"	means the arrangement pursuant to which Qualifying Shareholders may apply for Excess Open Offer Shares in excess of their Open Offer Entitlements
"Excess Open Offer Shares"	means the New Ordinary Shares which Qualifying Shareholders will be invited to apply to subscribe for pursuant to the Excess Application Facility
"Excluded Territory"	Australia, Canada, Japan, Switzerland, the Republic of South Africa and any other jurisdiction where the extension or availability of the Open Offer would breach any applicable law, or any one of them as the context requires
"Existing Ordinary Shares"	the existing ordinary shares of US\$0.10 each in the capital of the Company as at the Latest Practicable Date
"Extraordinary General Meeting" or "EGM"	the extraordinary general meeting of the Company to be held at 11.00 a.m. on 26 September 2024 at Block V, Eastpoint Business Park, Dublin 3, Ireland including any adjournment thereof, and notice of which is set out at the end of the Circular
"Facilities Agreement"	the term loan facility agreement dated 30 October 2019 between Tíreragh (as lender) and the Company (as borrower) and other members of the Group, as amended and restated from time to time between Tíreragh and the Company and other members of the Group
"Firm Placed Shares"	the 37,777,777 New Ordinary Shares which are the subject of the Firm Placing
"Firm Placees"	the persons with whom the Firm Placed Shares have been placed in accordance with the Firm Placing

"Firm Placing"	the placing of the Firm Placed Shares with the Firm Placees at the Issue Price
"Firm Placing, and Placing and Open Offer Agreement"	the agreement dated 28 August 2024 entered into between the Company and Goodbody in respect of the Firm Placing and Placing and Open Offer further details of which are set out in section 8 of Part VI of the Circular
"Form of Proxy"	the form of proxy for use by Shareholders in connection with the Extraordinary General Meeting
"FSMA"	the UK Financial Services and Markets Act 2000, as amended
"GDPR"	Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (otherwise known as the General Data Protection Regulation)
"Group"	the Company and its subsidiary undertakings
"Goodbody"	Goodbody Stockbrokers UC
"IIU Nominees"	IIU Nominees Limited
"IIU Subscription Agreement"	the subscription agreement relating to the Placing entered into between the Company and IIU Nominees on 28 August 2024
"Independent Shareholders"	the Shareholders other than IIU Nominees and any persons acting or deemed to be acting in concert with Mr Desmond (as determined under the Irish Takeover Rules)
"Irish Prospectus Regulations"	European Union (Prospectus) Regulations 2019 of Ireland, as amended
"Irish Takeover Rules" or "Takeover Rules"	the Irish Takeover Panel Act, 1997, Takeover Rules, 2022
"Issue Price"	the price at which each New Ordinary Share is to be issued under the Capital Raise being €0.45 per New Ordinary Share
"Latest Practicable Date"	27 August 2024
"Market Abuse Regulation"	Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse
"New Ordinary Shares"	the 55,469,070 New Ordinary Shares to be issued pursuant to the Capital Raise
"Ordinary Shares"	the ordinary shares of US\$0.10 each in the share capital of the Company
"Open Offer"	the offer to Qualifying Shareholders constituting an invitation to apply for the Open Offer Shares at the Issue Price on the terms and subject to the conditions set out in the Circular
"Open Offer Entitlements"	an entitlement of a Qualifying Shareholder to apply for 2 New Ordinary Shares for every 15 Existing Ordinary Shares held by him on the Record Date, pursuant to the Open Offer
"Open Offer Shares"	the 17,691,293 New Ordinary Shares to be offered to Qualifying Shareholders pursuant to the Open Offer
"Overseas Shareholders"	shareholders who are resident in, or citizens of, or who have registered addresses in territories other than Ireland or the United Kingdom
"Panel"	the Irish Takeover Panel
"Placing"	the conditional placing of the Placed Shares with IIU Nominees in accordance with the Firm Placing, and Placing and Open Offer Agreement subject to clawback to satisfy valid applications by Qualifying Shareholders under the Open Offer
"Placed Shares"	the 17,691,293 New Ordinary Shares which are the subject to the Placing subject to clawback to satisfy valid applications by Qualifying Shareholders under the Open Offer
"Proposals"	the proposals the subject of the Resolutions
"Prospectus Regulation"	Regulation (EU) 2017/1129 of the European Parliament and of the Council of 14 June 2017
"Qualifying CDI Holder"	a registered holder in CREST of CDIs at close of business on the Record Date with the exclusion (subject to certain exceptions) of persons with a registered address or located or resident in an Excluded Territory
"Qualifying Participant"	Euroclear a holder of an interest in Existing Ordinary Shares in book-entry form through the Euroclear System at close of business on the Record Date with the exclusion (subject to certain exceptions) of persons with a registered address or

	certain exceptions) or persons with a registered address or located or resident in an Excluded Territory
"Qualifying Shareholder"	a Qualifying CDI Holder or a Qualifying Euroclear Participant, as the case may be, other than those with a registered address or located or resident in an Excluded Territory and any Shareholder in the United States
"Record Date"	7.00 p.m. on 27 August 2024
"Registrar" or "Receiving Agent"	Computershare Investor Services (Ireland) Limited
"Regulatory Information Service"	one of the regulatory information services authorised by Euronext Dublin to receive, process and disseminate regulated information from listed companies
"Relationship Agreement"	the agreement between the Company and Mr Dermot Desmond, further details of which are set out in section 8 of Part VI of the Circular
"Shareholders"	the holders of Existing Ordinary Shares
"Tireragh"	Tireragh Limited, a company incorporated under the laws of the Isle of Man, having its registered office at the Red House, One the Parade, Castletown, IM91LG, Isle of Man, a company ultimately beneficially owned by Mr Desmond and an associate of IIU Nominees
"Tireragh Loan"	the principal and accrued interest owed by the Company to Tireragh under the terms of the Facilities Agreement
"UK Prospectus Regulation Rules"	the prospectus rules published by the FCA pursuant to section 73A of FSMA (as amended from time to time)
"Waiver Proposal"	the proposed increase in the percentage of the issued ordinary shares of the Company owned or controlled by Mr Dermot F. Desmond, as a result of IIU Nominees subscribing for New Ordinary Shares pursuant to the Firm Placing and the Placing and Open Offer (as is more fully described in this Circular) up to a maximum holding of 52.5 per cent., without triggering an obligation under the Takeover Rules on Mr Desmond (or any party acting in concert or deemed to be acting in concert with him) to make a general offer for the balance of the issued ordinary shares of the Company
"Waiver Resolution"	the resolution as set out in the Circular in the Notice for the approval by Independent Shareholders of the Waiver Proposal

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