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THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION FOR THE PURPOSES OF ARTICLE 7 OF THE MARKET ABUSE REGULATION (EU) 596/2014 AS IT FORMS PART OF ENGLISH LAW BY VIRTUE OF THE EUROPEAN UNION (WITHDRAWAL) ACT 2018 ("UK MAR"), AND IS DISCLOSED IN ACCORDANCE WITH THE COMPANY'S OBLIGATIONS UNDER ARTICLE 17 OF MAR. IN ADDITION, MARKET SOUNDINGS (AS DEFINED IN UK MAR) WERE TAKEN IN RESPECT OF CERTAIN OF THE MATTERS CONTAINED WITHIN THIS ANNOUNCEMENT, WITH THE RESULT THAT CERTAIN PERSONS BECAME AWARE OF INSIDE INFORMATION (AS DEFINED UNDER MAR). UPON THE PUBLICATION OF THIS ANNOUNCEMENT VIA A REGULATORY INFORMATION SERVICE, THOSE PERSONS THAT RECEIVED INSIDE INFORMATION IN A MARKET SOUNDING ARE NO LONGER IN POSSESSION OF SUCH INSIDE INFORMATION, WHICH IS NOW CONSIDERED TO BE IN THE PUBLIC DOMAIN.

PLEASE SEE THE IMPORTANT NOTICES IN THE APPENDICES AT THE END OF THIS ANNOUNCEMENT.

2 December 2024

**Windar Photonics plc**  
("Windar", the "Company" or the "Group")

**Proposed placing to raise £5.5 million**

Windar Photonics (AIM: WPHO), a technology group that has developed a LiDAR wind sensor and software suite designed to efficiently and cost effectively increase the power output of electricity generating wind turbines, announces its intention to conduct a placing on a non-pre-emptive basis to raise £5.5 million (before expenses) from new and existing institutional and other investors (the "**Placing**"). The net proceeds of the Placing will be used principally for growth and general working capital, to bolster the executive management team and to strengthen the Company's balance sheet as it continues its profitable momentum.

The Placing will be undertaken by way of an accelerated bookbuild (the "**Bookbuild**"), which will be launched immediately following this announcement (being, together with the Appendices hereto, this "**Announcement**").

The number of Placing Shares to be issued and the Placing Price at which the Placing Shares are to be issued will be determined at the close of the Bookbuild. The timing of the closing of the Bookbuild, pricing and allocations are at the absolute discretion of Dowgate and the Company. Details of the Placing Price and the number of Placing Shares will be announced as soon as practicable after the close of the Bookbuild. The Placing is not being underwritten.

Dowgate is acting as sole broker in connection with the Placing.

**Highlights**

- Proposed Placing by way of an accelerated bookbuild to raise gross proceeds of £5.5 million at a price to be determined at the close of the Bookbuild;
- It is expected that the Placing Shares will be regarded as an issue of eligible new Ordinary Shares for EIS purposes and that the Company will be regarded as a qualifying holding for VCT purposes;
- The net proceeds of the Placing received will be used principally for growth and general working capital to bolster the

- The net proceeds of the Placing received will be used primarily for growth and general working capital, to bolster the executive management team and to strengthen the Company's balance sheet as it continues its profitable momentum; and
- The timing for the close of the Bookbuild and allocation of the Placing Shares shall be at the discretion of Dowgate, in agreement with the Company.

**Unless otherwise stated, capitalised terms not otherwise defined in the text of this Announcement have the meaning ascribed to them in the appendices to this Announcement (which form part of this Announcement).**

**This Announcement should be read in its entirety. In particular, you should read and understand the information provided in the "Important Notices" section below and the appendices to this Announcement (which form part of this Announcement) which includes the terms and conditions of the Placing.**

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**Background to and reasons for the Placing**

Windar is a technology group that has developed its WindEye and LiDAR wind sensors and its related WindTimizer and 'Nexus' software suite designed to efficiently and cost effectively increase the power output and reduce lifetime operating costs of electricity generating wind turbines.

The Company's cost-efficient LiDAR hardware and software solutions provide power output gains of 1-4 per cent. and reduced load stress when fitted to a broad range of wind turbines. The combination of Windar's LiDAR hardware and its Windtimizer integration software provide unique 'plug and play' functionality for the retrofit market globally. To date, Windar has penetrated less than 0.3 per cent. of an addressable market of approximately 500,000 turbines globally.

Following the equity fundraise in April 2024, Windar is adequately capitalised to continue its planned rate of growth and the capability to increase production capacity to 2,500 units per year in 2025 to meet short term requirements. Currently the business is impacted by the nature of its customer base and target market resulting in a small number of large orders. The capital nature of these orders from the customers' perspective elongates the negotiation and/or purchase approval process making the timing of orders difficult to predict. The Company has developed a Turbine Optimisation Monitoring solution by bundling its products together on a monthly subscription basis providing customers with an ongoing service to increase power delivery with no up-front cost. It is anticipated that this will be highly appealing for certain customers and provide attractive long term returns for the Company through a recurring revenue model over a 10 year contract period. The implementation of this and acceleration of the move towards a recurring revenue model will require increased working capital.

The proposed Placing is intended to provide the increased working capital to fund and accelerate the transition to a recurring revenue model and to fund the development of sales resource within the Company to support delivery of growth.

The Placing will also give the Company the opportunity to utilise the remaining EIS/VCT capacity available to it, whilst seeking to expand its share register with supportive long term institutional shareholders.

**Current trading and prospects**

The Company released a trading update on 12 November 2024 and the following key themes were included in that announcement:

The Board anticipates that the Company will achieve revenue of €6 million to €7 million for the year ending 31 December 2024 (2023: €4.7 million) implying EBITDA of between €0.4 million and €0.9 million (2023: €0.2 million). The Board is confident that any shortfall for the current year will be fully recovered in year ending 31 December 2025. The Company is in advanced discussions with a number of independent power producers ("IPPs"), constituting a €60 million pipeline of prospective hardware sales should all of said discussions translate into orders.

The Board has identified multiple opportunities to deliver superior net present value from its order pipeline, including a potential multi-year recurring revenue structure for its largest orders, and capacity to improve production to 2,500 per annum when required. The Directors also highlighted the need to further strengthen the sales function, to meet the workload of simultaneous discussions with multiple IPPs.

#### **Use of proceeds**

The net proceeds of the Placing received will be used to:

- fund the increased working capital necessary for the Company to accelerate its growth into a recurring revenue model through its Turbine Optimisation Monitoring;
- bolster the executive management team;
- continue research and development, to take advantage of physical product and software as well as service related opportunities;
- develop new sales channels, and the Company's sales and marketing capabilities and activities in order to deliver on its near and medium term growth opportunities; and
- strengthen the Company's balance sheet.

#### **Details of the Placing**

The Company is proposing to raise gross proceeds of £5.5 million through a Placing at the Placing Price (to be determined at the close of the Bookbuild) and is being made available to new and existing institutional and other investors using its existing share authorities to issue shares for cash on a non-pre-emptive basis.

Dowgate, as agent of the Company, has agreed to use its reasonable endeavours to procure placees for the Placing Shares at the Placing Price by way of an accelerated bookbuild process on and subject to the terms of the Placing Agreement. Placees who apply to subscribe for the Placing Shares will do so on the basis of the terms and conditions of the Placing set out in Appendix I to this Announcement. The Placing is not underwritten.

The Bookbuild will open with immediate effect following the release of this Announcement and is expected to close on or before 6.00 p.m. on 3 December 2024. The timing for the close of the Bookbuild and the determination of the final number of Placing Shares to be issued, the allocation of the Placing Shares and the Placing Price shall be at the discretion of Dowgate in consultation with the Company. The result of the Placing will be announced as soon as practicable after the close of the Bookbuild.

Dowgate's obligations under the Placing Agreement in respect of the Placing are conditional, *inter alia*, upon:

- a) the Placing Agreement becoming unconditional in all respects and not having been terminated in accordance with its terms prior to Admission; and
- b) Admission occurring by no later than 8.00 a.m. on 5 December 2024 or such later time and date (being not later than 8.00 a.m. on 19 December 2024) as Dowgate and the Company may agree.

If either of the conditions above are not satisfied or waived (where capable of waiver), the Placing Shares will not be issued.

#### **EIS/VCT tax relief**

As part of the Placing, the Company is seeking to raise funds by the issue of Placing Shares to Venture Capital Trusts ("VCTs") and investors seeking tax relief under the Enterprise Investment Scheme ("EIS").

The Placing Shares to be issued pursuant to the Placing are intended to rank as "eligible shares" for the purposes of EIS and VCT investors and a "qualifying holding" for the purposes of an investment by VCTs, each pursuant to the relevant respective sections of the Income Tax Act 2007 ("ITA 2007"). The Company has not made an advanced assurance application to HM Revenue & Customs ("HMRC") in respect of EIS qualification of this Placing, but the Directors expect that the Company would, subject to the relevant limits on such issuances, be able to issue the Placing Shares as "eligible shares" under the relevant sections of the ITA 2007.

Neither the Company nor the Directors give any warranties or undertakings that EIS Relief or VCT Relief will be granted in respect of the Placing Shares. Neither the Company nor the Directors give any warranties or undertakings that EIS Relief or VCT Relief, if granted, will not be withdrawn. If the Company carries on activities beyond those disclosed to HMRC in a prior advance clearance, then shareholders may cease to qualify for the tax benefits.

**Investors considering taking advantage of any of the EIS Relief or VCT Relief should seek their own professional advice and rely on it.**

#### **Application for Admission**

Application will be made to the London Stock Exchange for the Placing Shares to be admitted to trading on AIM.

Admission is expected to take place and dealings in the Placing Shares are expected to commence at 8.00 a.m. on 5 December 2024 (or such later time and/or date as may be agreed between the Company and Dowgate, being no later than 8.00 a.m. 19 December 2024).

#### **IMPORTANT NOTICES**

This Announcement includes statements that are, or may be deemed to be, "forward-looking statements". These forward-looking statements can be identified by the use of forward-looking terminology, including the terms "believes", "estimates", "forecasts", "plans", "prepares", "anticipates", "projects", "expects", "intends", "may", "will", "seeks", "should" or, in each case, their negative or other variations or comparable terminology, or by discussions of strategy, plans, objectives, goals, future events or intentions. These forward-looking statements include all matters that are not historical facts. They appear in a number of places throughout this Announcement and include statements regarding the Company's and the Directors' intentions, beliefs or current expectations concerning, amongst other things, the Company's prospects, growth and strategy, planned work at the Company's projects and the expected results of such work. By their nature, forward-looking statements involve risks and uncertainties because they relate to events and depend on circumstances that may or may not occur in the future. Forward-looking statements are not guarantees of future performance. The Company's actual performance, achievements and financial condition may differ materially from those expressed or implied by the forward-looking statements in this Announcement. In addition, even if the Company's results of operations, performance, achievements and financial condition are consistent with the forward-looking statements in this Announcement, those results or developments may not be indicative of results or developments in subsequent periods. Any forward-looking statements that the Company makes in this Announcement speak only as of the date of such statement and (other than in accordance with their legal or regulatory obligations) neither the Company, Grant Thornton, Dowgate nor any of their respective associates, directors, officers or advisers shall be obliged to update such statements. Comparisons of results for current and any prior periods are not intended to express any future trends or indications of future performance, unless expressed as such, and should only be viewed as historical data.

Dowgate is authorised and regulated in the United Kingdom by the FCA and is acting exclusively as broker for the Company and no one else in connection with the Placing, the contents of this Announcement or any other matters described in this Announcement. Grant Thornton is acting as Nominated Adviser to the Company for the purposes of the AIM Rules. Each of Grant Thornton and Dowgate will not regard any other person as its client in relation to the Placing, the content of this Announcement or any other matters described in this Announcement and will not be responsible to anyone (including any Placees) other than the Company for providing the protections afforded to its clients or for providing advice to any other person in relation to the Placing, the content of this Announcement or any other matters referred to in this Announcement. Grant Thornton's responsibilities as Nominated Adviser to the Company are owed solely to the London Stock Exchange and are not owed to the Company or to any Director or to any other person.

This Announcement is being 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 or on behalf of Grant Thornton or Dowgate (apart from the responsibilities or liabilities that may be imposed by FSMA or the regulatory regime established thereunder) and/or by any of its affiliates and/or any of its representatives as to, or in relation to, the accuracy, adequacy, fairness or completeness of this Announcement or any other written or oral information made available to or publicly available to any interested party or their respective advisers or any other statement made or purported to be made by or on behalf of Grant Thornton, Dowgate and/or any of their affiliates and/or by any of their representatives in connection with the Company, the Placing Shares or the Placing and any responsibility and liability whether arising in tort, contract or otherwise therefor is expressly disclaimed. No representation or warranty,

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The Placing Shares have not been and will not be registered under the Securities Act or under the applicable securities law or with any securities regulatory authority of any state or other jurisdiction of the United States or under the securities laws of Australia, Canada, Japan, New Zealand, the Republic of South Africa or any state, province or territory thereof or any other jurisdiction outside the United Kingdom and may not be offered, sold, pledged, taken up, exercised, resold, renounced, transferred or delivered, directly or indirectly, through CREST or otherwise, within, into or from Canada, Australia, Japan, New Zealand, the Republic of South Africa or the United States, or to, or for the account or benefit of, any person with a registered address in, or who is a resident or ordinary resident in, or a citizen of such jurisdictions or to any person in any country or territory where to do so would or might contravene applicable securities laws or regulations except pursuant to an applicable exemption. Any securities of the Company will only be offered and sold outside of the United States in "offshore transactions" within the meaning of and in reliance on the safe harbour from the registration requirements under the Securities Act provided by Regulation S promulgated thereunder. The securities of the Company have not been approved or disapproved by the US Securities and Exchange Commission, any state securities commission or other regulatory authority in the United States, nor have any of the foregoing authorities passed upon or endorsed the merits of the Placing or the accuracy or adequacy of this presentation. Any representation to the contrary is a criminal offence in the United States. Subject to certain exceptions, the securities referred to herein may not be offered or sold in the United States, Australia, Canada, Japan, New Zealand, the Republic of South Africa or to, or for the account or benefit of, any national, resident or citizen of the United States, Australia, Canada, Japan, New Zealand or the Republic of South Africa.

No public offering of securities is being made in the United States.

The information in this Announcement, which includes certain information drawn from public sources, does not purport to be comprehensive and has not been independently verified. This Announcement contains statements that are, or may be deemed forward-looking statements, which relate, *inter alia*, to the Company's proposed strategy, plans and objectives. Such forward-looking statements involve known and unknown risks, uncertainties and other important factors beyond the control of the Company (including but not limited to future market conditions, legislative and regulatory changes, the actions of governmental regulators and changes in the political, social or economic framework in which the Company operates) that could cause the actual performance or achievements on the Company to be materially different from such forward-looking statements.

The content of this Announcement has not been approved by an authorised person within the meaning of the FSMA. Reliance on this Announcement for the purpose of engaging in any investment activity may expose an individual to a significant risk of losing all of the property or other assets invested. The price of securities and any income expected from them may go down as well as up and investors may not get back the full amount invested upon disposal of the securities. Past performance is no guide to future performance, and persons needing advice should consult an appropriate independent financial adviser.

No prospectus will be made available in connection with the matters contained in this Announcement and no such prospectus is required (in accordance with the EU Prospectus Regulation or the UK Prospectus Regulation) to be published. This Announcement and the terms and conditions set out herein are for information purposes only and are directed only at, unless otherwise agreed by Grant Thornton and Dowgate, persons who are: (a) persons in Member States who are Qualified Investors; and (b) in the United Kingdom, Qualified Investors who are persons who (i) have professional experience in matters relating to investments falling within the definition of "investment professionals" in article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended (the "Order"); (ii) are persons falling within article 49(2)(a) to (d) ("high net worth companies, unincorporated associations, etc") of the Order; or (iii) are persons to whom it may otherwise be lawfully communicated (all such persons together being referred to as "relevant persons"). Any person who is not either a Qualified Investor (if in the EEA) or relevant persons (if in the United Kingdom) should not act or rely on the information contained in this Announcement.

This Announcement and the terms and conditions set out herein must not be acted on or relied on by persons who are not relevant persons. Persons distributing this Announcement must satisfy themselves that it is lawful to do so. Any investment or investment activity to which this Announcement and the terms and conditions set out herein relates is available only to relevant persons and will be engaged in only with relevant persons.

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No statement in this Announcement is intended to be a profit forecast or estimate, and no statement in this Announcement should be interpreted to mean that earnings per share of the Company for the current or future financial years would necessarily match or exceed the historical published earnings per share of the Company.

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.

## **APPENDIX I**

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

THIS ANNOUNCEMENT, INCLUDING THE APPENDICES (TOGETHER **"ANNOUNCEMENT"**) AND THE INFORMATION IN IT IS RESTRICTED AND IS NOT FOR PUBLICATION, RELEASE OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, IN OR INTO THE UNITED STATES, AUSTRALIA, CANADA, JAPAN, NEW ZEALAND, THE REPUBLIC OF SOUTH AFRICA OR ANY OTHER JURISDICTION IN WHICH SUCH PUBLICATION OR DISTRIBUTION WOULD BE UNLAWFUL.

MEMBERS OF THE PUBLIC ARE NOT ELIGIBLE TO TAKE PART IN THE PLACING. THIS APPENDIX AND THE TERMS AND CONDITIONS SET OUT HEREIN ARE FOR INFORMATION PURPOSES ONLY AND ARE DIRECTED ONLY AT, UNLESS OTHERWISE AGREED BY DOWGATE: (A) PERSONS WHO ARE IN A MEMBER STATE OF THE EUROPEAN ECONOMIC AREA AND ARE, UNLESS OTHERWISE AGREED BY DOWGATE, QUALIFIED INVESTORS; AND/OR (B) IN THE UNITED KINGDOM, PERSONS WHO ARE (I) QUALIFIED INVESTORS; AND "INVESTMENT PROFESSIONALS" WITHIN THE MEANING OF ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005 (AS AMENDED) (THE "ORDER"); (II) PERSONS FALLING WITHIN ARTICLE 49(2)(A) TO (D) ("HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS, ETC") OF THE ORDER; OR (III) PERSONS TO WHOM IT MAY OTHERWISE BE LAWFULLY COMMUNICATED (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS **"RELEVANT PERSONS"**).

THIS APPENDIX, AND THE TERMS AND CONDITIONS SET OUT HEREIN, IS A FINANCIAL PROMOTION AND IS EXEMPT FROM THE GENERAL RESTRICTION IN SECTION 21 OF FSMA ON THE COMMUNICATION OF INVITATIONS OR INDUCEMENTS TO ENGAGE IN INVESTMENT ACTIVITY, ON THE GROUNDS THAT IT IS ONLY BEING DISTRIBUTED TO RELEVANT PERSONS. ACCORDINGLY, THIS APPENDIX AND THE TERMS AND CONDITIONS SET OUT HEREIN MUST NOT BE ACTED ON OR RELIED ON BY PERSONS WHO ARE NOT RELEVANT PERSONS. DISTRIBUTION OF THIS ANNOUNCEMENT IN CERTAIN JURISDICTIONS MAY BE RESTRICTED OR PROHIBITED BY LAW. PERSONS DISTRIBUTING THIS ANNOUNCEMENT MUST SATISFY THEMSELVES THAT IT IS LAWFUL TO DO SO. ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THIS APPENDIX AND THE TERMS AND CONDITIONS SET OUT HEREIN RELATE IS AVAILABLE ONLY TO RELEVANT PERSONS AND WILL BE ENGAGED IN ONLY WITH RELEVANT PERSONS. ANY PERSON WHO IS NOT EITHER A QUALIFIED INVESTOR (IF IN THE EEA) OR A RELEVANT PERSON (IF IN THE UNITED KINGDOM) SHOULD NOT ACT OR RELY ON THE INFORMATION CONTAINED IN THIS ANNOUNCEMENT.

THIS ANNOUNCEMENT IS NOT AN OFFER FOR SALE OR SUBSCRIPTION IN ANY JURISDICTION IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE UNLAWFUL UNDER THE SECURITIES LAWS OF ANY JURISDICTION. THIS ANNOUNCEMENT DOES NOT ITSELF CONSTITUTE AN OFFER FOR SALE OR SUBSCRIPTION OF ANY SECURITIES IN THE COMPANY. THIS ANNOUNCEMENT IS NOT AN OFFER OF OR SOLICITATION OF AN OFFER TO PURCHASE OR SUBSCRIBE FOR SECURITIES IN THE UNITED STATES. THE SECURITIES REFERRED TO HEREIN HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES, EXCEPT PURSUANT TO AN APPLICABLE EXEMPTION FROM, OR AS PART OF A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. NEITHER THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION NOR ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES HAS APPROVED OR DISAPPROVED OF AN INVESTMENT IN THE SECURITIES OR PASSED UPON OR ENDORSED THE MERITS OF THE PLACING OR THE ACCURACY OR ADEQUACY OF THE CONTENTS OF THIS ANNOUNCEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE IN THE UNITED STATES. NO PUBLIC OFFERING OF SECURITIES IS BEING MADE IN THE UNITED STATES.

EACH PLACEE SHOULD CONSULT WITH ITS OWN ADVISERS AS TO THE LEGAL, TAX, BUSINESS AND RELATED IMPLICATIONS OF AN INVESTMENT IN THE PLACING SHARES AND THE INCOME FROM THEM (IF ANY) MAY GO DOWN AS WELL AS UP AND INVESTORS MAY NOT GET BACK THE FULL AMOUNT INVESTED ON A DISPOSAL OF THEIR SHARES.

The relevant clearances have not been, nor will they be, obtained from the securities commission of any province or territory of Canada; no prospectus has been lodged with or registered by, the Australian Securities and Investments

Commission or the Japanese Ministry of Finance or the South African Reserve Bank; and the Placing Shares have not been, nor will they be, registered or qualified for distribution, as applicable under or offered in compliance with the securities laws of any state, province or territory of the United States, Australia, Canada, Japan, New Zealand, or South Africa. Accordingly, the Placing Shares may not (unless an exemption under the relevant securities laws is applicable) be offered, sold, resold or delivered, directly or indirectly, in or into the United States, Australia, Canada, Japan, New Zealand, or South Africa or any other jurisdiction in which such offer, sale, resale or delivery would be unlawful.

#### *Market Abuse Regulation*

Market soundings, as defined in the UK MAR, were taken in respect of the Placing, with the result that certain persons became aware of inside information, as permitted by UK MAR. That inside information is set out in this announcement and has been disclosed as soon as possible in accordance with paragraph 7 of article 17 of UK MAR. Therefore, those persons that received inside information in a market sounding are no longer in possession of inside information relating to the Company and its securities.

#### *Information to Distributors*

Solely for the purposes of 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 UK Product Governance Rules) may otherwise have with respect thereto, the Placing Shares have been subject to a product approval process, which has determined that the Placing Shares are: (i) compatible with an end target market of investors who meet the criteria of professional clients and eligible counterparties, each defined in the FCA Handbook Conduct of Business Sourcebook ("**COBS**"); and (ii) eligible for distribution through all distribution channels as are permitted by the UK Product Governance Rules (the "**UK Target Market Assessment**").

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" and/or "distributor" (for the purposes of the MiFID II Product Governance Requirements) may otherwise have with respect thereto, the Placing Shares have been subject to a product approval process, which has determined that the Placing Shares are: (i) compatible with an end target market of: (a) investors who meet the criteria of professional clients and (b) eligible counterparties (each as defined in MiFID II); and (ii) eligible for distribution through all distribution channels as are permitted by MiFID II (the "**EU Target Market Assessment**").

Notwithstanding the UK Target Market Assessment and the EU Target Market Assessment, distributors should note that: the price of the Ordinary Shares may decline and investors could lose all or part of their investment; such securities offer no guaranteed income and no capital protection; and an investment in such securities 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.

Each of the UK Target Market Assessment and the EU Target Market Assessment is without prejudice to any contractual, legal or regulatory selling restrictions in relation to the Placing. Furthermore, it is noted that, notwithstanding the UK Target Market Assessment and the EU Target Market Assessment, Dowgate will only procure investors who meet the criteria of professional clients and eligible counterparties each as defined under COBS or MiFID II, as applicable.

For the avoidance of doubt, each of the UK Target Market Assessment and the EU Target Market Assessment does not constitute: (a) an assessment of suitability or appropriateness for the purposes of Chapters 9A or 10A respectively of COBS or MiFID II, as applicable; or (b) a recommendation to any investor or group of investors to invest in, or purchase, or take any other action whatsoever with respect to the Placing Shares.

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

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

These terms and conditions apply to persons making an offer to acquire Placing Shares and should be read in their

entirety. Each Placee hereby agrees with Dowgate and the Company to be bound by these terms and conditions. A Placee shall, without limitation, become so bound if Dowgate confirms to such Placee its allocation of Placing Shares.

Upon being notified of its allocation of Placing Shares, a Placee shall be contractually committed to acquire the number of Placing Shares allocated to it at the Placing Price and otherwise on the terms and conditions set out in this Announcement and, to the fullest extent permitted by law, will be deemed to have agreed not to exercise any rights to rescind or terminate or otherwise withdraw from such commitment.

In this Appendix, unless the context otherwise requires, "Placee" means a Relevant Person (including individuals, funds or others) on whose behalf a commitment to subscribe for or acquire Placing Shares has been given.

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

Dowgate and the Company have entered into a Placing Agreement, under which Dowgate has, on the terms and subject to the conditions set out therein, undertaken to use its reasonable endeavours to procure subscribers for the Placing Shares at the Placing Price. The Placing is not being underwritten by Dowgate or any other person.

The number of the Placing Shares and the Placing Price will be determined following completion of the Bookbuild. The timing of the closing of the Placing and the determination of the number and allocation of Placing Shares to Placees and the Placing Price are at the discretion of Dowgate, following consultation with the Company. Allocations will be confirmed orally or by email by Dowgate following the close of the Bookbuild. A further announcement confirming these details will then be made as soon as practicable following completion of the Bookbuild.

The Placing Shares will, when issued, be subject to the Company's articles of association, will be credited as fully paid and rank *pari passu* in all respects with the Existing Ordinary Shares, including the right to receive all dividends and other distributions (if any) declared, made or paid on or in respect of Ordinary Shares after the date of issue of the Placing Shares.

#### *Application for admission to trading on AIM*

Application will be made to the London Stock Exchange for admission to trading on AIM of the Placing Shares. It is expected that settlement of the Placing Shares and Admission will become effective at 8.00 a.m. on 5 December 2024 and that dealings in the Placing Shares will commence at that time.

#### *Bookbuild Placing*

Dowgate will today commence an accelerated bookbuilding process to determine demand for participation in the Placing by potential Placees at the Placing Price. This Appendix gives details of the terms and conditions of, and the mechanics of participation in, the Placing. No commissions will be paid to Placees or by Placees in respect of any Placing Shares.

Dowgate and the Company shall be entitled to effect the Placing by such alternative method to the Placing as they may, in their discretion, determine.

The principal terms of the Placing are as follows:

1. Dowgate is arranging the Placing as sole agent for, and broker of, the Company.
2. Participation in the Placing is only available to persons who are lawfully able to be, and have been, invited to participate by Dowgate. Dowgate and any of its affiliates are entitled to participate in the Bookbuild.
3. The Bookbuild, if successful, will establish the number of Placing Shares to be issued and the Placing Price, which will be determined by Dowgate, in consultation with the Company, following completion of the Bookbuild. The results of the Placing, including the number of Placing Shares and the Placing Price, will be announced on a Regulatory Information Service following completion of the Bookbuild.
4. To bid in the Placing, prospective Placees should communicate their bid by telephone or email to their usual contact at Dowgate. Each bid should state the value of Placing Shares which the prospective Placee wishes to subscribe for. Bids may be scaled down by Dowgate on the basis referred to in paragraph 8 below.
5. The Bookbuild is expected to close no later than 6:00 p.m. on 3 December 2024 but may be closed earlier or later



subject to the agreement of Dowgate and the Company. Dowgate may, in agreement with the Company, accept bids that are received after the Bookbuild has closed. The Company reserves the right to reduce or seek to increase the amount to be raised pursuant to the Placing, in its absolute discretion.

6. The Placing Price and allocations of the Placing Shares to Placees will be determined by Dowgate, following consultation with the Company. Each Placee's allocation will be confirmed to Placees orally, or by email, by Dowgate following the close of the Bookbuild and a trade confirmation or contract note will be dispatched as soon as possible thereafter. Oral or emailed confirmation from Dowgate will give rise to an irrevocable, legally binding commitment by that person (who at that point becomes a Placee), in favour of Dowgate and the Company, under which it agrees to acquire by subscription the number of Placing Shares allocated to it at the Placing Price and otherwise on the terms and subject to the conditions set out in this Appendix and in accordance with the Company's articles of association. Except with Dowgate's consent, such commitment will not be capable of variation or revocation. Dowgate may choose to accept bids, either in whole or in part, on the basis of allocations determined at their absolute discretion, in consultation with the Company, and may scale down any bids for this purpose on the basis referred to in paragraph 8 below.
7. The Company will make a further announcement following the close of the Placing detailing the results of the Placing, the Placing Price and the number of Placing Shares to be issued at the Placing Price.
8. Subject to paragraphs 4 and 5 above, Dowgate may choose not to accept bids and/or to accept bids, either in whole or in part, on the basis of allocations determined at its discretion (after consultation with the Company) and may scale down any bids for this purpose on such basis as it may determine. Dowgate may also, notwithstanding paragraphs 4 and 5 above, subject to the prior consent of the Company, allocate Placing Shares after the time of any initial allocation to any person submitting a bid after that time or allocate Placing Shares after the Bookbuild has closed to any person submitting a bid after that time.
9. A bid in the Placing will be made on the terms and subject to the conditions in the Announcement (including this Appendix) and will be legally binding on the Placee on behalf of which it is made and, except with Dowgate's consent, will not be capable of variation or revocation from the time at which it is submitted. Following Dowgate's oral or written confirmation of each Placee's allocation and commitment to acquire Placing Shares, each Placee will have an immediate, separate, irrevocable and binding obligation, owed to Dowgate (as agent for the Company), to pay to it (or as it may direct) in cleared funds an amount equal to the product of Placing Price and the number of Placing Shares such Placee has agreed to acquire and the Company has agreed to allot and issue to that Placee.
10. Except as required by law or regulation, no press release or other announcement will be made by Grant Thornton, Dowgate or the Company using the name of any Placee (or its agent), in its capacity as Placee (or agent), other than with such Placee's prior written consent.
11. Irrespective of the time at which a Placee's allocation pursuant to the Placing is confirmed, settlement for all Placing Shares to be acquired pursuant to the Placing will be required to be made at the same time, on the basis explained below under "Registration and Settlement".
12. All obligations of Dowgate under the Placing will be subject to fulfilment of the conditions referred to below "Conditions of the Placing" and to the Placing not being terminated on the basis referred to below under "Right to terminate the Placing Agreement".
13. By participating in the Placing, each Placee agrees that its rights and obligations in respect of the Placing will terminate only in the circumstances described below and will not be capable of rescission or termination by the Placee.
14. To the fullest extent permissible by law and the applicable rules of the FCA, neither Dowgate, nor the Company, nor any of their respective affiliates, agents, directors, officers or employees shall have any liability to Placees (or to any other person whether acting on behalf of a Placee or otherwise whether or not a recipient of these terms and conditions) in respect of the Placing. In particular, neither Dowgate, nor the Company, nor any of their respective affiliates, agents, directors, officers or employees shall have any liability (including to the extent permissible by law, any fiduciary duties) in respect of Dowgate's conduct of the Placing or of such alternative method of effecting the Placing as Dowgate and the Company may determine.
15. The Placing is not subject to any minimum fundraising and no element of the Placing is underwritten by Dowgate or

any other person.

#### *Conditions of the Bookbuild Placing*

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

Dowgate's obligations under the Placing Agreement are conditional on, *inter alia*:

1. none of the representations, warranties and undertakings on the part of the Company contained in the Placing Agreement being untrue, inaccurate or misleading;
2. the delivery by the Company to Dowgate of certain documents required under the Placing Agreement;
3. the Company having complied with its obligations under the Placing Agreement to the extent that such obligations fall to be performed prior to Admission;
4. the issue and allotment of the Placing Shares, conditional only upon Admission;
5. Admission becoming effective by no later than 8.00 a.m. on 5 December 2024 or such other date and time as may be agreed between the Company and Dowgate, not being later than 8.00 a.m. on 19 December 2024 (the "**Long Stop Date**"); and
6. the Placing Agreement not having been terminated by Dowgate in accordance with its terms.

If: (i) any of the conditions contained in the Placing Agreement, including those described above, are not fulfilled or (where applicable) waived by Dowgate by the respective time or date where specified (or such later time or date as Dowgate may notify to the Company, being not later than the Long Stop Date; (ii) any of such conditions becomes incapable of being fulfilled; or (iii) the Placing Agreement is terminated in the circumstances specified below, the Placing will not proceed and the Placees' rights and obligations hereunder in relation to the Placing Shares shall cease and terminate at such time and each Placee agrees that no claim can be made by the Placee in respect thereof.

Dowgate may, at its discretion and upon such terms as it thinks fit, waive, or extend the period for (subject to the Long Stop Date), compliance by the Company with the whole or any part of any of the Company's obligations in relation to the conditions in the Placing Agreement, save that the conditions relating to Admission taking place may not be waived. Any such extension or waiver will not affect Placees' commitments as set out in this Announcement.

Neither Dowgate nor the Company nor any of their respective affiliates, agents, directors, officers or employees shall have any liability to any Placee (or to any other person whether acting on behalf of a Placee or otherwise) in respect of any decision they may make as to whether or not to waive or to extend the time and/or date for the satisfaction of any condition to the Placing nor for any decision they may make as to the satisfaction of any condition or in respect of the Placing generally and, by participating in the Placing, each Placee agrees that any such decision is within the absolute discretion of Dowgate.

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

Dowgate is entitled, at any time before Admission, to terminate the Placing Agreement by giving notice to the Company in certain circumstances, including, *inter alia*:

1. Dowgate reasonably considers the Company is in material breach of a provision of the Placing Agreement;
2. if any of the warranties given in the Placing Agreement are misleading in any material respect when given or which might reasonably result in a material breach of any of the warranties when repeated on Admission;
3. there has occurred any material new factor, mistake or inaccuracy relating to the information in the Placing documents;
4. if any condition set out in the Placing Agreement is not fulfilled (or waived) on or before the time and/or date specified for its fulfilment (or such later time as may have been agreed) or if any such condition becomes incapable of being fulfilled and Dowgate notifies the Company that it will not waive such condition;

5. an event or other matter (including, without limitation, any change or development in economic, financial, political, diplomatic or other market conditions (which include conditions affecting securities in the business sectors in which the Company operates and conditions affecting securities generally) or any change in the laws or regulation of any applicable jurisdiction) has occurred or is reasonably likely to occur which is (or will if it occurs be) reasonably likely to materially and adversely affect the assets, financial position or the business or prospects of the Group and which the Broker reasonably considers to be material in the context of Admission and the Placing; or
6. the Company has failed in any material respect to comply with their respective obligations under the Placing Agreement, FSMA, the AIM Rules or UK MAR or any other material regulatory requirement.

The rights and obligations of the Placees will not be subject to termination by the Placees or any prospective Placees at any time or in any circumstances. By participating in the Placing, Placees agree that the exercise by Dowgate of any right of termination or other discretion under the Placing Agreement shall be within the absolute discretion of Dowgate and that Dowgate need not make any reference to Placees in this regard and that neither Dowgate nor any of its respective affiliates shall have any liability to Placees whatsoever in connection with any such exercise or failure so to exercise.

#### *No Admission Document or Prospectus*

The Placing Shares are being offered to a limited number of specifically invited persons only and have not been nor will they be offered in such a way as to require the publication of a prospectus in the United Kingdom or in any other jurisdiction. No offering document, admission document or prospectus has been or will be submitted to be approved by the FCA or the London Stock Exchange in relation to the Placing or the Placing Shares, and Placees' commitments will be made solely on the basis of the information contained in the Announcement (including this Appendix) and the Publicly Available Information and subject to any further terms set out in the contract note, electronic trade confirmation or other (oral or written) confirmation to be sent to individual Placees. Each Placee, by accepting a participation in the Placing, agrees that the content of this Announcement is exclusively the responsibility of the Company and confirms that it has not relied on any other information (other than the Publicly Available Information), representation, warranty, or statement made by or on behalf of the Company, Grant Thornton or Dowgate or any other person and none of Grant Thornton, Dowgate, the Company nor any other person will be liable for any Placee's decision to participate in the Placing based on any other information, representation, warranty or statement which the Placees may have obtained or received and, if given or made, such information, representation, warranty or statement must not be relied upon as having been authorised by Grant Thornton, Dowgate, the Company or their respective officers, directors, employees or agents. Each Placee acknowledges and agrees that it has relied on its own investigation of the business, financial or other position of the Company in accepting a participation in the Placing. None of the Company, Grant Thornton or Dowgate are making any undertaking or warranty to any Placee regarding the legality of an investment in the Placing Shares by such Placee under any legal, investment or similar laws or regulations. Each Placee should not consider any information in this Announcement to be legal, tax or business advice. Each Placee should consult its own solicitor, tax adviser and financial adviser for independent legal, tax and financial advice regarding an investment in the Placing Shares. Nothing in this paragraph shall exclude the liability of any person for fraudulent misrepresentation.

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

Notwithstanding that many aspects of the VCT and EIS legislation are judgmental, the Directors expect that: (i) investments in Ordinary Shares in the Company by a VCT would be regarded as qualifying holdings for the purposes of Part 6 of the Income Tax Act 2007 and would be regarded as "eligible shares" as defined in section 285(3A) of that Act, provided that the investment by the VCT (including any existing investment in the Company) will not exceed 15 per cent. by value of its total investments at the date of the investment; and (ii) a subscription for Ordinary Shares in the Company by individuals would be regarded as "eligible shares" for EIS purposes as defined in section 173 of the Income Tax Act 2007. If the Company carries on activities beyond those disclosed previously to HMRC, then shareholders may cease to qualify for these tax benefits. Investors must take their own professional advice and rely on it.

The status of the Placing Shares as a qualifying holding for VCT purposes will be conditional (amongst other things) on the qualifying conditions being satisfied throughout the period of ownership. The status of the Placing Shares as qualifying for EIS Relief will be conditional (amongst other things) on the qualifying conditions being satisfied, both by the Company and (as regards those conditions to be met by the investor) the investor throughout a period of at least three years from the date of issue. There can be no assurance that the Company will conduct its activities in a way that will secure or retain qualifying status for VCT and/or EIS purposes (and indeed circumstances may arise where the directors of the Company believe that the interests of the Group are not served by seeking to retain such status). Further, the conditions for VCT Relief

and EIS Relief are complex and relevant investors are recommended to seek their own professional advice before investing. **This paragraph is without prejudice to any separate comfort letter which may have been given by the Company to certain investors seeking VCT Relief in connection with the Placing.**

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

#### *Registration and Settlement*

Following closure of the Placing, each Placee allocated Placing Shares in the Placing will be sent a trade confirmation or contract note in accordance with the standing arrangements in place with Dowgate, stating the number of Placing Shares allocated to it at the Placing Price, the aggregate amount owed by such Placee (in pounds sterling) and a form of confirmation in relation to settlement instructions.

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

Settlement of transactions in the Placing Shares (ISIN: GB00BTFR4F17) following Admission will take place within CREST provided that, subject to certain exceptions. Settlement through CREST is expected to occur on or around 5 December 2024 (the "**Settlement Date**") in accordance with the contract note, electronic trade confirmation or other (oral or written) confirmation. Settlement will be on a delivery versus payment basis. However, in the event of any difficulties or delays in the admission of the Placing Shares to CREST or the use of CREST in relation to the Placing, the Company and Dowgate may agree that the Placing Shares should be issued in certificated form. Dowgate reserve the right to require settlement for the Placing Shares, and to deliver the Placing Shares to Placees, by such other means as they deem necessary if delivery or settlement to Placees is not practicable within the CREST system or would not be consistent with regulatory requirements in the jurisdiction in which a Placee is located.

Interest is chargeable daily on payments not received from Placees on the due date(s) in accordance with the arrangements set out above at the rate of 4 percentage points above the prevailing Bank of England base rate as determined by Dowgate.

Subject to the conditions set out above, payment in respect of the Placees' allocations is due as set out below. Each Placee should provide its settlement details in order to enable instructions to be successfully matched in CREST.

The relevant settlement details for the Placing Shares are as follows:

CREST Participant ID of Dowgate	KBUAG (CC0201)
Expected trade time & date:	at or around 4:35 p.m. on 2 December 2024
Settlement Date:	5 December 2024
ISIN code for the Placing Shares:	GB00BTFR4F17
Deadline for Placee to input instructions into CREST:	12.00 p.m. on 4 December 2024

Each Placee is deemed to agree that, if it does not comply with these obligations, Dowgate may sell any or all of the Placing Shares allocated to that Placee on such Placee's behalf and retain from the proceeds, for Dowgate's account and benefit (as agent for the Company), an amount equal to the aggregate amount owed by the Placee plus any interest due. The relevant Placee will, however, remain liable and shall indemnify Dowgate on demand for any shortfall below the aggregate amount owed by it and may be required to bear any stamp duty or stamp duty reserve tax or securities transfer tax (together with any interest or penalties) which may arise upon the sale of such Placing Shares on such Placee's behalf. By communicating a bid for Placing Shares, each Placee confers on Dowgate such authorities and powers necessary to carry out any such sale and agrees to ratify and confirm all actions which Dowgate lawfully takes in pursuance of such sale. Legal and/or beneficial title in and to any Placing Shares shall not pass to the relevant Placee until it has fully complied with its obligations hereunder.

If Placing Shares are to be delivered to a custodian or settlement agent, Placees should ensure that the form of confirmation is copied and delivered immediately to the relevant person within that organisation.

Insofar as Placing Shares are registered in a Placee's name or that of its nominee or in the name of any person for whom a Placee is contracting as agent or that of a nominee for such person, such Placing Shares should, subject as provided below, be so registered free from any liability to UK stamp duty or stamp duty reserve tax or securities transfer tax. Neither Dowgate nor the Company will be liable in any circumstances for the payment of stamp duty, stamp duty reserve tax or securities transfer tax in connection with the Placing.

securities transfer tax in connection with any of the Placing Shares. Placees will not be entitled to receive any fee or commission in connection with the Placing.

#### *Representations, Warranties and Further Terms*

By participating in the Placing, each Placee (and any person acting on such Placee's behalf) irrevocably makes the following representations, warranties, acknowledgements, agreements and undertakings (as the case may be) to Dowgate for itself and on behalf of the Company:

1. that it has read and understood this Announcement, including this Appendix, in its entirety and that its subscription for Placing Shares is subject to and based upon all the terms, conditions, representations, warranties, acknowledgements, agreements and undertakings and other information contained herein and undertakes not to redistribute or duplicate this Announcement;
2. it has not received and will not receive a prospectus or other offering document in connection with the Placing and acknowledges that no prospectus or other offering document:
  - a. is required under the UK Prospectus Regulation or other applicable law; and
  - b. has been or will be prepared in connection with the Placing;
3. that its obligations are irrevocable and legally binding and shall not be capable of rescission or termination by it in any circumstances;
4. that the exercise by Dowgate of any right or discretion under the Placing Agreement shall be within the absolute discretion of Dowgate, and Dowgate need not have any reference to it and shall have no liability to it whatsoever in connection with any decision to exercise or not to exercise any such right and each Placee agrees that it has no rights against Dowgate or the Company, or any of their respective officers, directors, employees agents or advisers, under the Placing Agreement pursuant to the Contracts (Rights of Third Parties Act) 1999;
5. that these terms and conditions represent the whole and only agreement between it, Dowgate and the Company in relation to its participation in the Placing and supersedes any previous agreement between any of such parties in relation to such participation. Accordingly, each Placee, in accepting its participation in the Placing, is not relying on any information or representation or warranty in relation to the Company or any of its subsidiaries or any of the Placing Shares other than as contained in this Announcement and the Publicly Available Information, such information being all that it deems necessary to make an investment decision in respect of the Placing Shares. Each Placee agrees that neither the Company, nor Dowgate, nor any of their respective officers, directors or employees will have any liability for any such other information, representation or warranty, express or implied;
6. that in the case of any Placing Shares acquired by it as a financial intermediary, as that term is used in Article 5(1) of the EU Prospectus Regulation and Article 5(1) of the UK Prospectus Regulation, (i) the Placing Shares acquired by it in the Placing have not been acquired on behalf of, nor have they been acquired with a view to their offer or resale to, persons in any Member State of the European Economic Area which has implemented the EU Prospectus Regulation or the UK, respectively, other than Qualified Investors or in circumstances in which the prior consent of Dowgate has been given to the offer or resale; or (ii) where Placing Shares have been acquired by it on behalf of persons in any member state of the EEA, or the UK respectively, other than Qualified Investors, the offer of those Placing Shares to it is not treated under the EU Prospectus Regulation or the UK Prospectus Regulation as having been made to such persons;
7. that neither it nor, as the case may be, its clients expect Dowgate to have any duties or responsibilities to such persons similar or comparable to the duties of "best execution" and "suitability" imposed by the FCA's Conduct of Business Source Book, and that Dowgate is not acting for it or its clients, and that Dowgate will not be responsible for providing the protections afforded to customers of Dowgate or for providing advice in respect of the transactions described herein;
8. that it has made its own assessment of the Placing Shares and has relied on its own investigation of the business, financial or other position of the Company in accepting a participation in the Placing and that it shall not be entitled to rely upon any material regarding the Placing Shares or the Company (if any) that Dowgate or the Company or any of their respective affiliates, agents, directors, officers or employees or any person acting on behalf of any of them has provided, other than the information in this Announcement and the Publicly Available Information; nor has it requested any of Dowgate, the Company or any of their respective affiliates, agents, directors, officers or employees or any person acting on behalf of any of them to provide it with any such information;

9. that it is: (i) located outside the United States and is not a US Person as defined in Regulation S under the Securities Act ("Regulation S") and is subscribing for and/or purchasing the Placing Shares only in "offshore transactions" as defined in and pursuant to Regulation S, and (ii) it is not subscribing for and/or purchasing Placing Shares as a result of any "directed selling efforts" as defined in Regulation S or by means of any form of "general solicitation" or "general advertising" as such terms are defined in Regulation D under the Securities Act;
10. it is not taking up the Placing Shares as a result of any "general solicitation" or "general advertising" efforts (as those terms are defined in Regulation D under the Securities Act) or any "directed selling efforts" (as such term is defined in Regulation S under the Securities Act);
11. that the Placing Shares have not been and will not be registered under the Securities Act, or under the securities legislation of, or with any securities regulatory authority of, any state or other jurisdiction of the United States and accordingly the Placing Shares may not be offered, sold, pledged, resold, transferred, delivered or distributed into or within the United States except in compliance with the registration requirements of the Securities Act and applicable state securities requirements or pursuant to exemptions therefrom;
12. it understands that:
  - a. the Placing Shares are "restricted securities" within the meaning of Rule 144(a)(3) of the Securities Act and will be subject to restrictions on resale and transfer subject to certain exceptions under US law;
  - b. no representation is made as to the availability of the exemption provided by Rule 144 of the Securities Act for resales or transfers of Placing Shares; and
  - c. it will not deposit the Placing Shares in an unrestricted depositary receipt programme in the United States or for US persons (as defined in the Securities Act);
13. it will not offer, sell, transfer, pledge or otherwise dispose of any Placing Shares except:
  - a. in an offshore transaction in accordance with Rules 903 or 904 of Regulation S under the Securities Act; or
  - b. pursuant to another exemption from registration under the Securities Act, if available,
  - c. and in each case in accordance with all applicable securities laws of the states of the United States and other jurisdictions;
14. no representation has been made as to the availability of the exemption provided by Rule 144, Rule 144A or any other exemption under the Securities Act for the reoffer, resale, pledge or transfer of the Placing Shares;
15. it understands that the Placing Shares are expected to be issued to it through CREST but may be issued to it in certificated, definitive form and acknowledges and agrees that the Placing Shares may, to the extent they are delivered in certificated form, bear a legend to the following effect unless agreed otherwise with the Company:
16. it understands that there may be certain consequences under United States and other tax laws resulting from an investment in the Placing and if applicable it has made such investigation and has consulted its own independent advisers or has otherwise satisfied itself concerning, without limitation, the effects of United States federal, state and local income tax laws and foreign tax laws generally;
17. that the only information on which it is entitled to rely on and on which it has relied in committing to subscribe for the Placing Shares is contained in this Announcement and the Publicly Available Information, such information being all that it deems necessary to make an investment decision in respect of the Placing Shares and it has made its own assessment of the Company, the Placing Shares and the terms of the Placing based on this Announcement and the Publicly Available Information only;
18. that none of Grant Thornton, Dowgate, or the Company, or any of their respective affiliates, agents, directors, officers or employees has made any representation or warranty to it, express or implied, with respect to the Company, the Placing or the Placing Shares or the accuracy, completeness or adequacy of the Publicly Available Information;
19. that, unless specifically agreed with Dowgate, it is not and was not acting on a non-discretionary basis for the account or benefit of a person located within the United States or any US Person at the time the undertaking to subscribe for and/or purchase Placing Shares was given and it is not acquiring Placing Shares with a view to the offer, sale, resale, transfer, delivery or distribution, directly or indirectly, of any Placing Shares into the United States or to any US Person and it will not reoffer, resell, pledge or otherwise transfer the Placing Shares except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and otherwise in accordance with any applicable securities laws of any state or jurisdiction of the United States;

20. that it is not a national or resident of Australia, Canada, Japan, New Zealand, the Republic of South Africa or a corporation, partnership or other entity organised under the laws of Australia, Canada, Japan, New Zealand, the Republic of South Africa and that it will not (unless an exemption under the relevant securities laws is applicable) offer, sell, renounce, transfer or deliver, directly or indirectly, any of the Placing Shares in Australia, Canada, Japan, New Zealand or the Republic of South Africa or to or for the benefit of any person resident in Australia, Canada, Japan, New Zealand, the Republic of South Africa and each Placee acknowledges that the relevant clearances or exemptions are not being obtained from the Securities Commission of any province or territory of Canada, that no prospectus has been or will be lodged with, filed with or registered by the Australian Securities and Investments Commission, the Canadian Securities Administrators, the Japanese Ministry of Finance, the Securities Commission of New Zealand or the South African Reserve Bank and that the Placing Shares are not being offered for sale and may not (unless an exemption under the relevant securities laws is applicable) be offered, sold, resold or delivered, directly or indirectly, in or into the United States, Australia, Canada, Japan, New Zealand, the Republic of South Africa or any other jurisdiction in which such offer, sale, resale or delivery would be unlawful;
21. that it 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 Placing Shares and it is not acting on a non-discretionary basis for any such person;
22. that it has not, directly or indirectly, distributed, forwarded, transferred or otherwise transmitted, and will not, directly or indirectly, distribute, forward, transfer or otherwise transmit, any presentation or offering materials concerning the Placing or the Placing Shares to any persons within the United States or to any US Persons;
23. that it is entitled to subscribe for and/or purchase Placing Shares under the laws of all relevant jurisdictions which apply to it and that it has fully observed such laws and obtained all governmental and other consents which may be required thereunder or otherwise and complied with all necessary formalities and that it has not taken any action which will or may result in the Company or Dowgate or any of their respective directors, officers, employees or agents acting in breach of any regulatory or legal requirements of any territory in connection with the Placing or its acceptance;
24. that it has obtained all necessary consents and authorities to enable it to give its commitment to subscribe for and/or purchase the Placing Shares and to perform its subscription and/or purchase obligations;
25. that where it is acquiring Placing Shares for one or more managed accounts, it is authorised in writing by each managed account: (a) to acquire the Placing Shares for each managed account; (b) to make on its behalf the representations, warranties, acknowledgements, undertakings and agreements in this Appendix and the Announcement of which it forms part; and (c), if applicable, to receive on its behalf any investment letter relating to the Placing in the form provided to it by Dowgate;
26. that it is either: (a) a person of a kind described in paragraph 5 of Article 19 (persons having professional experience in matters relating to investments and who are investment professionals) of the Order; or (b) a person of a kind described in paragraph 2 of Article 49(2)(A) to (D) (high net worth companies, unincorporated associations, partnerships or trusts or their respective directors, officers or employees) of the Order; or (c) a person to whom it is otherwise lawful for this Announcement to be communicated and in the case of (a) and (b) undertakes that it will acquire, hold, manage or dispose of any Placing Shares that are allocated to it for the purposes of its business;
27. that, unless otherwise agreed by Dowgate, it is a Qualified Investor;
28. that, unless otherwise agreed by Dowgate, it is a "professional client" or an "eligible counterparty" within the meaning of Chapter 3 of the FCA's COBS and it is purchasing Placing Shares for investment only and not with a view to resale or distribution;
29. that it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of FSMA) relating to the Placing Shares in circumstances in which section 21(1) of FSMA does not require approval of the communication by an authorised person;
30. that any money held in an account with Dowgate (or its nominee) on its behalf and/or any person acting on its behalf will not be treated as client money within the meaning of the rules and regulations of the FCA. Each Placee further acknowledges that the money will not be subject to the protections conferred by the FCA's client money rules. As a



consequence, this money will not be segregated from Dowgate's (or its nominee's) money in accordance with such client money rules and will be used by Dowgate in the course of its own business and each Placee will rank only as a general creditor of Dowgate;

31. that it will (or will procure that its nominee will) if applicable, make notification to the Company of the interest in its Ordinary Shares in accordance with the requirements of Chapter 5 of the Disclosure Guidance and Transparency Rules of the FCA;
32. that it is not, and it is not acting on behalf of, a person falling within subsections (6), (7) or (8) of sections 67 or 70 respectively or subsections (2) and (3) of section 93 or subsection (1) of section 96 of the Finance Act 1986;
33. that it will not deal or cause or permit any other person to deal in all or any of the Placing Shares which it is subscribing for under the Placing unless and until Admission becomes effective;
34. that it appoints irrevocably any director of either of Dowgate as its agent for the purpose of executing and delivering to the Company and/or its registrars any document on its behalf necessary to enable it to be registered as the holder of the Placing Shares;
35. that the Announcement does not constitute a securities recommendation or financial product advice and that neither Dowgate nor the Company has considered its particular objectives, financial situation and needs;
36. that it has sufficient knowledge, sophistication and experience in financial, business and investment matters as is required to evaluate the merits and risks of subscribing for or purchasing the Placing Shares and is aware that it may be required to bear, and it, and any accounts for which it may be acting, are able to bear, the economic risk of, and is able to sustain, a complete loss in connection with the Placing;
37. that it will indemnify and hold the Company and Dowgate and their respective affiliates harmless from any and all costs, claims, liabilities and expenses (including legal fees and expenses) arising out of or in connection with any breach of the representations, warranties, acknowledgements, agreements and undertakings in this Appendix and further agrees that the Company and Dowgate will rely on the truth and accuracy of the confirmations, warranties, acknowledgements and undertakings herein and, if any of the foregoing is or becomes no longer true or accurate, the Placee shall promptly notify Dowgate and the Company. All confirmations, warranties, acknowledgements and undertakings given by the Placee, pursuant to this Announcement (including this Appendix) are given to Dowgate for itself and on behalf of the Company and will survive completion of the Placing and Admission;
38. that time shall be of the essence as regards obligations pursuant to this Appendix;
39. that it is responsible for obtaining any legal, financial, tax and other advice that it deems necessary for the execution, delivery and performance of its obligations in accepting the terms and conditions of the Placing, and that it is not relying on the Company or Dowgate to provide any legal, financial, tax or other advice to it;
40. that all dates and times in this Announcement (including this Appendix) may be subject to amendment and that Dowgate shall notify it of such amendments;
41. that (i) it has complied with its obligations under the Criminal Justice Act 1993, FSMA and UK MAR, (ii) in connection with money laundering and terrorist financing, it has complied with its obligations under the Proceeds of Crime Act 2002 (as amended), the Terrorism Act 2000 (as amended), the Terrorism Act 2006 and the Money Laundering, Terrorist Financing and Transfer of Funds (information on the Payer) Regulations 2017 (as amended) and any related or similar rules, regulations or guidelines, issued, administered or enforced by any government agency having jurisdiction in respect thereof and the Money Laundering Sourcebook of the FCA and (iii) it is not a person: (a) with whom transactions are prohibited under the Foreign Corrupt Practices Act of 1977 or any economic sanction programmes administered by, or regulations promulgated by, the Office of Foreign Assets Control of the U.S. Department of the Treasury or the United States Department of State; (b) named on the Consolidated List of Financial Sanctions Targets maintained by HM Treasury of the United Kingdom; or (c) subject to financial sanctions imposed pursuant to a regulation of the European Union or a regulation adopted by the United Nations (together, the "**Regulations**"); and, if making payment on behalf of a third party, that satisfactory evidence has been obtained and recorded by it to verify the identity of the third party as required by the Regulations and has obtained all governmental and other consents (if any) which may be required for the purpose of, or as a consequence of, such purchase, and it will provide promptly to Dowgate such evidence, if any, as to the identity or location or legal status of any person which Dowgate may request



from it in connection with the Placing (for the purpose of complying with such Regulations or ascertaining the nationality of any person or the jurisdiction(s) to which any person is subject or otherwise) in the form and manner requested by Dowgate on the basis that any failure by it to do so may result in the number of Placing Shares that are to be subscribed for by it or at its direction pursuant to the Placing being reduced to such number, or to nil, as Dowgate may decide in its absolute discretion;

42. that it will not make any offer to the public within the meaning of the EU Prospectus Regulation or the UK Prospectus Regulation of those Placing Shares to be subscribed for and/or purchased by it;
43. that it will not distribute any document relating to the Placing Shares and it will be acquiring the Placing Shares for its own account as principal or for a discretionary account or accounts (as to which it has the authority to make the statements set out herein) for investment purposes only and it does not have any contract, understanding or arrangement with any person to sell, pledge, transfer or grant a participation therein to such person or any third person with respect of any Placing Shares; save that if it is a private client stock, broker or fund manager it confirms that in purchasing the Placing Shares it is acting under the terms of one or more discretionary mandates granted to it by private clients and it is not acting on an execution only basis or under specific instructions to purchase the Placing Shares for the account of any third party;
44. that it acknowledges that these terms and conditions and any agreements entered into by it pursuant to these terms and conditions shall be governed by and construed in accordance with the laws of England and Wales and it submits (on behalf of itself and on behalf of any person on whose behalf it is acting) to the exclusive jurisdiction of the English courts as regards any claim, dispute or matter arising out of any such contract, except that enforcement proceedings in respect of the obligation to make payment for the Placing Shares (together with any interest chargeable thereon) may be taken by the Company or Dowgate in any jurisdiction in which the relevant Placee is incorporated or in which its assets are located or any of its securities have a quotation on a recognised stock exchange;
45. that any documents sent to Placees will be sent at the Placees' risk. They may be sent by post to such Placees at an address notified to Dowgate;
46. that Dowgate owes no fiduciary or other duties to any Placee in respect of any representations, warranties, undertakings or indemnities in the Placing Agreement;
47. that Dowgate may, in its absolute discretion, agree to become a Placee in respect of some or all of the Placing Shares;
48. that no prospectus or offering document has been or will be prepared in connection with the Placing and it has not received and will not receive a prospectus or other offering document in connection with the Placing or the Placing Shares;
49. undertakes that it (and any person acting on its behalf) will make payment in respect of the Placing Shares allocated to it in accordance with this Appendix on the due time and date set out herein, failing which the relevant Placing Shares may be placed with other acquirers or sold as Dowgate may in its sole discretion determine and without liability to such Placee, who will remain liable for any amount by which the net proceeds of such sale falls short of the product of the Placing Price and the number of Placing Shares allocated to it and may be required to bear any stamp duty, stamp duty reserve tax or other similar taxes (together with any interest or penalties) which may arise upon the sale of such Placee's Placing Shares;
50. that its allocation (if any) of Placing Shares will represent a maximum number of Placing Shares which it will be entitled, and required, to acquire, and that Dowgate and/or the Company may call upon it to acquire a lower number of Placing Shares (if any), but in no event in aggregate more than the aforementioned maximum; and
51. that if it has received any confidential price sensitive information concerning the Company in advance of the publication of this Announcement, it has not: (i) dealt in the securities of the Company; (ii) encouraged, required, recommended or induced another person to deal in the securities of the Company; or (iii) disclosed such information to any person, prior to such information being made publicly available.

The Company, Dowgate and their respective affiliates will rely upon the truth and accuracy of each of the foregoing representations, warranties, acknowledgements and undertakings which are given to Dowgate for itself and on behalf of the Company and are irrevocable.

The provisions of this Appendix may be waived, varied or modified as regards specific Placees or on a general basis by

The provisions of this Appendix may be varied, varied or modified as regards specific aspects of the general rules by Dowgate.

The agreement to settle a Placee's subscription and/or purchase (and/or the subscription of a person for whom such Placee is contracting as agent) free of stamp duty and stamp duty reserve tax depends on the settlement relating only to a subscription by it and/or such person direct from the Company for the Placing Shares in question. Such agreement assumes that the Placing Shares are not being subscribed for in connection with arrangements to issue depositary receipts or to transfer the Placing Shares into a clearance service. If there are any such arrangements, or the settlement relates to any other subsequent dealing in the Placing Shares, stamp duty or stamp duty reserve tax may be payable, for which neither the Company or Dowgate will be responsible, and the Placee to whom (or on behalf of whom, or in respect of the person for whom it is participating in the Placing as an agent or nominee) the allocation, allotment, issue or delivery of Placing Shares has given rise to such UK stamp duty or stamp duty reserve tax undertakes to pay such UK stamp duty or stamp duty reserve tax forthwith and to indemnify on an after-tax basis and to hold harmless the Company and Dowgate in the event that any of the Company and/or Dowgate have incurred any such liability to UK stamp duty or stamp duty reserve tax. If this is the case, each Placee should seek its own advice and notify Dowgate accordingly.

In addition, Placees should note that they will be liable for any stamp duty and all other stamp, issue, securities, transfer, registration, documentary or other duties or taxes (including any interest, fines or penalties relating thereto) payable outside the UK by them or any other person on the subscription or purchase by them of any Placing Shares or the agreement by them to subscribe for or purchase any Placing Shares.

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

All times and dates in this Announcement (including the Appendices) may be subject to amendment. Dowgate shall notify the Placees and any person acting on behalf of the Placees of any changes.

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

## **APPENDIX II**

### **Definitions**

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

Admission	admission of the Placing Shares to trading on AIM becoming effective in accordance with the AIM Rules
AIM	AIM, a market of that name operated by the London Stock Exchange
AIM Rules	the AIM Rules for Companies, as published by the London Stock Exchange and amended from time to time
Announcement	this announcement (including the Appendices, which form part of this announcement)
Board or Directors	the directors of the Company or any duly authorised committee thereof
Bookbuild	the accelerated bookbuild to be conducted by Dowgate pursuant to the Placing Agreement and this Announcement
certificated or in certificated form	a share or other security not held in uncertificated form (that is, not in CREST)
Company or Windar	Windar Photonics plc, a company incorporated in England and Wales with company number 09024532, whose registered office is at Norose Company Secretarial Services Ltd, 3 More London Riverside, London SE1 2AQ
CREST	the computerised settlement system (as defined in the CREST Regulations) operated by Euroclear UK & International Limited, which facilitates the holding and transfer of title to shares in uncertificated form
CREST Regulations	the Uncertificated Securities Regulations 2001 (as amended)

Dowgate	Dowgate Capital Limited, a company incorporated in England and Wales with company number 02474423 whose registered office is situated at 15 Fetter Lane, London, EC4A 1BW
EIS Relief	relief from UK tax under Part 5 of the Income Tax Act 2007 and any provisions of UK or European law referred to therein
Enlarged Share Capital	the entire issued share capital of the Company immediately following Admission, assuming no other Ordinary Shares are issued between the date of this Announcement and Admission (other than the Placing Shares)
Existing Ordinary Shares	the 81,287,870 Ordinary Shares in issue at the date of this Announcement
EU Prospectus Regulation	Regulation (EU) 2017/1129 of the European Parliament and Council of 14 June 2017 and any relevant implementing measures in any Member State of the European Economic Area
Financial Conduct Authority or FCA	the Financial Conduct Authority in its capacity as the competent authority for the purposes of Part IV of FSMA
FSMA	the Financial Services and Markets Act 2000 (as amended)
Grant Thornton	Grant Thornton UK LLP, a limited liability partnership incorporated in England and Wales with company number OC307742 whose registered office is situated at 30 Finsbury Square, London, England, EC2A 1AG
Group	the Company and its subsidiaries
London Stock Exchange	London Stock Exchange plc
Ordinary Shares	ordinary shares of 1 pence each in the capital of the Company
Placees	subscribers for Placing Shares
Placing	the conditional placing of the Placing Shares pursuant to the Placing Agreement
Placing Agreement	the conditional agreement dated 2 December 2024 between the Company and Dowgate in connection with the Placing
Placing Price	the price at which the Placing Shares are to be issued as determined at the close of the Bookbuild
Placing Shares	the Ordinary Shares to be issued pursuant to the Placing following the conclusion of the Bookbuild
Publicly Available Information	any information announced through a Regulatory Information Service by or on behalf of the Company on or prior to the date of this Announcement
Qualified Investors	in member states of the European Economic Area, "qualified investors" within the meaning of article 2(e) of the EU Prospectus Regulation, and in the UK, "qualified investors" within the meaning of article 2(e) of the UK Prospectus Regulation
Regulatory Information Service	one of the regulatory information services authorised by the FCA to receive, process and disseminate regulatory information
Shareholders	the holders of Ordinary Shares
uncertificated or in uncertificated form	recorded on the register of members of Windar as being held in uncertificated form in CREST and title to which, by virtue of the CREST Regulations, may be transferred by means of CREST
UK or United Kingdom	the United Kingdom of Great Britain and Northern Ireland
UK Prospectus Regulation	the EU Prospectus Regulation as it forms part of English law by virtue of the European Union (Withdrawal) Act 2018, as amended
VCT Relief	relief from UK tax under Part 6 of the Income Tax Act 2007 and any provisions of UK or European law referred to therein
£, pounds, penny or pence	sterling, the lawful currency of the United Kingdom

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