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**THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION AS DEFINED UNDER THE MARKET ABUSE REGULATION (EU) NO. 596/2014.**

**19 June 2020**

**Trifast plc**

*("Trifast", the "Company" or the "Group")*

**Trading Update and**

**Proposed Placing to raise up to £15 million**

**to preserve strategic investment capability and to maximise growth**

Trifast plc, an international specialist in the design, engineering, manufacture and distribution of high quality industrial and Category 'C' fastenings principally to major global assembly industries, today provides an update on the Group's response to the COVID-19 outbreak, current trading and outlook.

The Group also announces its intention to conduct a non-pre-emptive placing of new ordinary shares of 5 pence each in the Company (the "Placing Shares") to raise gross proceeds of up to £15 million (the "Placing") and a broker option to raise gross proceeds of up to £1 million (the "Broker Option").

The Placing will be conducted through an accelerated bookbuilding process (the "Bookbuild"), which will be launched immediately following this announcement and is subject to the terms and conditions set out in Appendix 1 to this announcement (such announcement and its Appendices together being this "Announcement").

**Key highlights**

- The proposed Placing is being undertaken to ensure that the Group can continue to invest in long term growth as well as maximising its growth in the short term as markets recover:
  - confidence to maintain current year investment of c.£5 million in Project Atlas and other growth enablers;
  - provides the confidence to deploy up to £10 million of incremental working capital investment; and
  - ensures the Group will emerge from the crisis with a stronger balance sheet, capable of providing a platform to support further organic and acquisition growth.

- Cash preservation actions have further reinforced the Group’s financial position with good levels of covenant and liquidity headroom to manage through the current period of disruption
- The Group delivered a resilient performance in line with revised market expectations in FY2020, despite challenging market conditions and the initial impact of COVID-19 in Q4
- The Board has taken swift and effective action in response to the COVID-19 outbreak, reducing the operational and financial impact on the business
- Activity levels have shown improvement during May and into June and the Group has the ability to ramp up to full production across the business as conditions improve.

*“Despite Covid-19 the next couple of years for Trifast remain a very exciting time for our business. As we look to implement and invest in a number of significant and positive changes in the way that we are structured and operate”*

### **Reasons for the Placing**

The Group has responded quickly and effectively to the COVID-19 outbreak, reducing the financial and operational impacts on the business whilst also reinforcing its financial position. Whilst the Board believes that its existing resources are sufficient to manage through this period of disruption, the current uncertainty means that, without additional funding in the short term, it is likely to be necessary to defer important investment in the business which could impact future growth prospects.

Project Atlas, the Group’s transformational multi-year systems and process investment programme, represents a critical part of the Board’s long term strategic plan and is approaching the roll out phase. To maintain momentum in this programme will require £3-4 million of investment over the coming months. The Placing will ensure that the Board can proceed with this programme in the near term, as well as a further c.£2m of planned investment in enhancing the Group’s M&A resourcing, unlocking supply chain efficiencies and supporting capacity investment in the Group’s high growth operations (including in the USA, Spain and Thailand).

The Group has been able to retain its operational capability and has the ability to ramp up capacity quickly across all its sites. Group working capital is typically c.33% of revenue and the Group’s operational gearing flow-through is approximately 33%. As customer demand improves, the rate at which the Group can respond will be determined largely by its ability to invest in working capital. Alongside the ability to maintain its strategic investment programme, the Board believes that the Placing will ensure that the Group’s working capital investment capability will not limit its ability to meet improving customer demand. The Board believes that this has the potential to deliver significant returns for the Group with, illustratively, an investment of £10 million capable of generating incremental growth in excess of 15%, were demand conditions to allow.

The Board believes that the Placing will allow the Group to execute against both committed and opportunistic organic investment initiatives, whilst also ensuring the Group retains a financial position that manages risk and provides strategic flexibility. Prior to the outbreak of COVID-19, acquisitions formed a key part of the Group’s strategy and the Board believes that the disruption caused by COVID-19 may act as a catalyst to accelerate this programme. Whilst the Board will always act prudently in assessing potential acquisitions against its rigorous criteria, the Placing will help to ensure that there is the scope to act decisively should attractive ‘bolt-on’ opportunities present themselves.

### **Trading Update**

#### Update on outturn for the year ended 31 March 2020

For the year ended 31 March 2020 (“FY2020”), the Group is expecting to report revenues of approximately £200m which the Board believes represents a resilient performance in the face of challenging market conditions and the initial impact of the COVID-19 outbreak in the fourth quarter.

The impact of weakness in demand within certain end markets was partially offset by ongoing market share gains and an OEM-focused strategy.

As previously reported, gross margins were lower year-on-year in FY 2020, largely as a result of product mix shift and foreign exchange fluctuations particularly in Italy. Whilst operating margins have decreased as revenues reduce against a semi-fixed cost base. Subject to audit, the Group expects to report underlying PBT of approximately £17m for FY 2020.

Whilst the Group continued to invest in its strategic programme during the year, a strong cash generation performance resulted in net debt at 31 March 2020 increasing by only £2m, to c.£16m, with leverage comfortably within banking covenants at 0.80x.

#### Current trading and response to COVID-19

The Group has taken swift and significant action in response to COVID-19. The welfare of its staff remains the Group's top priority and action has been taken to facilitate working from home on a global scale (helped by early Project Atlas investments) and implementing robust policies to ensure the safety of employees as they return to work.

The Group continues to work closely with its suppliers and customers to ensure that its supply chains are protected, production lines continue to operate and to support Trifast's reputation as a trusted and reliable counterparty. The Group's focus on flexibility and an integrated global approach has provided resilience and, combined with the decisive actions taken by the Board, minimised the impact of COVID-19 and preserved capability.

Nevertheless, COVID-19 has had a significant impact on trading in the first quarter of FY2021. The lockdown policies implemented by various governments around the world resulted in the temporary closure of TR facilities in China, Italy, Spain, Malaysia, Singapore and India. By 30 April 2020 all of the Group's facilities were operational, albeit with some operating at a reduced capacity. We have seen trading volumes contract, particularly in response to automotive production line shutdowns and geographical lockdowns affecting key customers in other sectors. As a result of this disruption, revenues in April 2020 were approximately 50 percent lower year-on-year, with profitability being significantly adversely impacted. Encouragingly, volumes have begun to recover in all key end markets which, together with a return to fuller operational capacity, resulted in Group revenues improving in May 2020. The current pipeline of opportunities and activity levels around the Group remain encouraging and based on current order books and customer discussions, the Board expects further recovery in June 2020, with the Group returning to underlying profitability in the month.

#### Financial and Liquidity Position

In addition to the operational responses outlined above, the Group has taken a number of actions to reinforce its financial position. The Board has implemented daily forecast planning around various scenarios alongside a comprehensive and evolving list of potential levers to mitigate any further adverse impact on cash and profits.

Mitigating actions taken to date are expected to realise cash savings of c.£9 million in the current year, alongside a further c.£4 million of cash deferrals. These actions include:

- Full use of all available government backed job retention and wage subsidy schemes to protect jobs
- 20% fee and salary reduction for the Board during Q1, with no annual bonus and no salary/fee rises in FY2021
- Short term deferral of recruitment, bonuses and annual pay-rises across the Group
- Project Atlas re-aligned in the face of extensive travel restrictions
- No final dividend to be proposed at the forthcoming AGM
- Discretionary cost savings
- Enhanced working capital management – including stock purchase re-scheduling and enhanced credit control procedures

The Group successfully renegotiated its banking facilities in April 2019 and has access to an £80 million revolving credit facility over a 4 year term, with an option to extend for up to one year, and an additional £40 million accordion facility to support acquisitions.

The Group's banking facilities include covenants to maintain an adjusted leverage ratio of below 3.0x and an interest cover ratio above 4.0x on a rolling 12 month basis. At 31 March 2020, net debt was c.£16 million representing a leverage ratio of 0.80x and with interest cover of 30x. As at 30 April 2020, net debt had reduced to c.£14 million, with approximately £33 million of headroom under the revolving credit facility.

### Outlook and COVID-19 planning assumptions

Whilst the Board believes that the level of ongoing uncertainty is such that it is not appropriate to provide detailed financial guidance for the year ending 31 March 2021 ("FY2021") at this stage, it has modelled and continues to monitor various scenarios for performance of the Group over the coming months.

The Board's current base case scenario assumes the most significant, adverse impacts of the COVID-19 outbreak on the Group are experienced in the first half of FY2021, with a sustained recovery during the second half of the year and a return to more normalized market conditions in the year ending 31 March 2022 ("FY2022"). This would result in Group revenues for FY2021 being approximately 16% below prior year levels, before growing at mid single-digit levels in FY2022 (against a normalised base). In this scenario, the adverse impact of the decline in revenue would be expected to be partially offset by the mitigating actions taken by the Board.

The Board has also modelled a severe downside scenario (the Reasonable Worse Case, "RWC") which assumes a more significant adverse impact on the business from the COVID-19 outbreak in the short term and a more protracted recovery into FY2022. In the RWC, Group revenue in FY2021 is approximately 27% lower than the prior year, with very limited growth into FY2022 (against a normalised base). Whilst in this scenario, the Board would expect to take additional and more material mitigating actions, these would not be expected to fully prevent a further negative impact on profitability.

Against the COVID-19 backdrop, the Group is benefitting from the careful approach adopted to its financing strategy in recent years and the Board expects that the Group would remain within its banking covenants and maintain sufficient liquidity headroom without the benefit of the net proceeds of the Placing, even in the RWC. The Placing will however further strengthen the Group's financial position and reduce risk enabling it to maintain an adjusted leverage position below 1.5x and facility headroom of at least £15 million, even in the RWC.

The Board believes that the Group is well positioned to respond strongly as its markets recover. As a result of the actions taken and essential business status in many cases, all of the Group's sites are currently open for business and have the ability to ramp up to full capacity. Capability has further been protected through access to government job retention and wage subsidy schemes, which have allowed the Group to retain staff at all key operating sites.

The Group has set a consistent focus on winning and growing business with multi-national OEMs at the heart of its growth strategy. As a result, the Group has been able to grow ahead of underlying markets as it benefits from the expansion of these customers into new territories as well as the ongoing trend towards supplier rationalisation. The resilience of the business through the COVID-19 outbreak and its ability to continue to provide reliable and flexible service have meant that our very high customer satisfaction levels remain in place. In an environment where the competitive landscape is disrupted and concern over supply chains has been heightened, the Board believes that the Group has the opportunity to leverage its market position to accelerate its organic growth initiatives.

### **Details of the Placing**

Peel Hunt LLP ("Peel Hunt") is acting as sole bookrunner in relation to the Placing which is subject to the terms and conditions set out in Appendix 1 to this Announcement.

Peel Hunt will commence the Bookbuild immediately following the release of this Announcement. The price at which the Placing Shares are to be placed (the “Placing Price”) will be determined at the close of the Bookbuild.

The book will open with immediate effect following this Announcement. The timing of the close of the Bookbuild, the allocation of the Placing Shares and the Placing Price shall be at the absolute discretion of Peel Hunt 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.

The Placing Shares, if issued, will be fully paid and will rank pari passu in all respects with each other and with the existing issued ordinary shares of the Company, including, without limitation, as regards the right to receive all dividends and other distributions declared, made or paid after the date of issue.

Certain Directors and senior management intend to participate in the Placing.

Applications have been made (i) to the Financial Conduct Authority (the “FCA”) for the admission of the Placing Shares to trading on the premium segment of the Official List of the FCA and (ii) to the London Stock Exchange plc (the “London Stock Exchange”) for the admission of the Placing Shares to trading on its main market for listed securities (together, “First Admission”).

Settlement for the Placing Shares and First Admission is expected to take place on or before 8.00 a.m. on 23 June 2020. The Placing is conditional upon First Admission becoming effective not later than 8.00am on 23 June 2020, or such later time and / or date as the Company and Peel Hunt may agree (being not later than 4.00 p.m. on 2 July 2020). The Placing is also conditional upon, among other things, the placing agreement between the Company and Peel Hunt (the “Placing Agreement”) becoming unconditional in all respects and not being terminated in accordance with its terms. Appendix 1 to this Announcement sets out further information relating to the terms and conditions of the Placing.

In addition, the Company has also granted the Broker Option to Peel Hunt in order to enable Peel Hunt to deal with additional demand under the Placing in the event that requests to participate in the Placing from institutional investors and certain other investors are received during the period from the date of this Announcement to 5.00 p.m. on 22 June 2020. The Broker Option is exercisable at any time prior to 5.00 p.m. on 22 June 2020. Any Broker Option Shares issued pursuant to the exercise of the Broker Option will be issued on the same terms and conditions as the Placing Shares. The Broker Option may be exercised by Peel Hunt in its absolute discretion, following consultation with the Company, but there is no obligation on Peel Hunt to exercise the Broker Option or to seek to procure subscribers for Ordinary Shares pursuant to the Broker Option. The maximum number of Broker Option Shares that may be issued pursuant to the exercise of the Broker Option is 830,000. If the Broker Option is exercised, settlement for the Broker Option Shares and admission of the Broker Option Shares (i) to trading on the premium segment of the Official List of the FCA and (ii) to the London Stock Exchange for the admission of the Broker Option Shares to trading on its main market for listed securities is expected to take place on or before 8.00 a.m. on 25 June 2020.

### **Shareholder consultation**

The Company has consulted with the majority of its major institutional shareholders ahead of the release of this Announcement. The Board have concluded that the Placing is in the best interests of shareholders and wider stakeholders and will promote the long term success of the Company. This conclusion has been endorsed by that consultation. The Placing structure minimises cost and time to completion at an important and unprecedented time for the Company.

### **Timetable for full year results**

We are mindful that current backdrop and requirements for social distancing and remote working presents practical challenges to the audit work. As a result the Board has extended its normal timetable, to ensure that the Group and its auditors have adequate time to complete their standard procedures, with the results for the year ended 31 March 2020 expected to be published during August at the latest.

*Certain information contained in this Announcement would have constituted inside information (as defined by Article 7 of Regulation (EU) No 596/2014 ("MAR") prior to its release as part of this Announcement and is disclosed in accordance with the Company's obligations under Article 17 of those Regulations*

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This Announcement should be read in its entirety. In particular, you should read and understand the information provided in the "Important Notices" section of this Announcement. Unless otherwise stated, defined terms in this Announcement have the meanings ascribed to them in Appendix 2.

**Editors' note:**

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**LSE Premium Listing: Ticker: TRI**

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**Group website: [www.trifast.com](http://www.trifast.com)**

**About us:**

*Trifast plc (TR)* is an international specialist in the design, engineering, manufacture and distribution of high quality industrial and Category 'C' fastenings principally to major global assembly industries.

*TR* employs c.1300 people across 32 business locations within the UK, Asia, Europe and the USA including, eight high volume, high-quality and cost-effective manufacturing sites across the world. *TR* supplies over 5,000 customers in >75 countries worldwide.

As a full-service provider to multinational OEMs and Tier 1 companies spanning several sectors, *TR* delivers comprehensive support to its customers across every requirement, from concept design through to technical engineering consultancy, manufacturing, supply management and global logistics.

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The distribution of this Announcement and the offering, placing and/or issue of the New Ordinary Shares in certain jurisdictions may be restricted by law. No action has been taken by the Company or Peel Hunt or any of their respective affiliates, or any of its or their respective directors, officers, partners, employees, advisers and/or agents (collectively, “**Representatives**”) that would permit an offer of the New Ordinary Shares or possession or distribution of this Announcement or any other publicity material relating to such New Ordinary Shares in any jurisdiction where action for that purpose is required. Persons into whose possession this Announcement comes are required by the Company and Peel Hunt to inform themselves about, and to observe, such restrictions.

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 Prospectus Regulation (EU) 2017/1129 as amended from time to time (the “Prospectus Regulation”)) to be published. Persons needing advice should consult a qualified independent legal adviser, business adviser, financial adviser or tax adviser for legal, financial, business or tax advice.

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This Announcement or any part of it does not constitute or form part of any offer to issue or sell, or the solicitation of an offer to acquire, purchase or subscribe for, any securities in the United States, Australia, Canada, Japan, South Africa or any other jurisdiction in which the same would be unlawful.

The New Ordinary Shares have not been, and will not be, registered under the U.S. Securities Act of 1933, as amended (the “**Securities Act**”) or with any securities regulatory authority of any state or jurisdiction of the United States of America (including its territories and possessions, any state of the United States and the District of Columbia), and may not be offered, sold or transferred, directly or indirectly, in the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction of the United States. Accordingly, the New Ordinary Shares are being offered and sold only outside of the United States in offshore transactions in reliance in Regulation S under the Securities Act and otherwise in accordance with applicable laws. There will be no public offering of New Ordinary Shares in the United States or elsewhere.

This Announcement and the terms and conditions set out herein are for information purposes only and are directed at and may only be communicated to (a) in the European Economic Area (“**EEA**”) persons who are “qualified investors” within the meaning of Article 2(e) of the Prospectus Regulation (“**Qualified Investors**”); (b) in the United Kingdom, Qualified Investors who are also (i) persons having professional experience in matters relating to investments who fall 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") or (ii) persons who fall within Article 49(2)(a) to (d) of the Order; or (c) persons to whom it may otherwise lawfully be communicated (all such persons in (a), (b) and (c), a **"Relevant Person"**). 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 must not be acted on or relied on by persons who are not Relevant Persons.

By participating in the Fundraising, each person who is invited to and who chooses to participate in the Fundraising (each a Placee) by making an oral or written and legally binding offer to acquire or subscribe for New Ordinary Shares will be deemed to have read and understood this Announcement in its entirety, to be participating, making an offer and acquiring or subscribing for New Ordinary Shares on the terms and conditions contained in Appendix 1 to this Announcement and to be providing the representations, warranties, indemnities, acknowledgements and undertakings contained in Appendix 1 to this Announcement.

Certain statements contained in this Announcement constitute "forward-looking statements" with respect to the financial condition, performance, strategic initiatives, objectives, results of operations and business of the Company. All statements other than statements of historical facts included in this Announcement are, or may be deemed to be, forward-looking statements. Without limitation, any statements preceded or followed by or that include the words "targets", "plans", "believes", "expects", "aims", "intends", "anticipates", "estimates", "projects", "will", "may", "would", "could" or "should", or words or terms of similar substance or the negative thereof, are forward-looking statements. Forward-looking statements include statements relating to the following: (i) future capital expenditures, expenses, revenues, earnings, synergies, economic performance, indebtedness, financial condition, dividend policy, losses and future prospects; and (ii) business and management strategies and the expansion and growth of the Company's operations. Such forward-looking statements involve risks and uncertainties that could significantly affect expected results and are based on certain key assumptions. 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, 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, you 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 forward-looking statements contained in this Announcement speak only as of the date of this Announcement. Each of the Company and Peel Hunt expressly disclaim any obligation or undertaking to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise unless required to do so by applicable law or regulation.

Peel Hunt LLP, which is authorised and regulated in the United Kingdom by the Financial Conduct Authority ("**FCA**"), is acting exclusively for the Company and for no-one else in relation to the Fundraising, the content of this Announcement and other matters referred to in this Announcement. Peel Hunt will not regard any other person (whether or not a recipient of this Announcement) as a client in relation to the Fundraising, the content of this Announcement or any other matters referred to in this Announcement and will not be responsible to anyone other than the Company for providing the protections afforded to its clients or for giving advice to any person in relation to the Fundraising, the content of this Announcement or any other matter referred to in this Announcement.

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This Announcement does not constitute a recommendation concerning any investor's options with respect to the Fundraising. Recipients of this Announcement should conduct their own investigation, evaluation and analysis of the business, data and other information described in this Announcement. 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 New Ordinary Shares. The price and value of securities can go down as well as up and investors may not get back the full amount invested upon the disposal of the shares. Past performance is not a guide to future performance. The contents of this Announcement are not to be construed as legal, business, financial or tax advice. Each investor or prospective investor should consult his or her or its own legal adviser, business adviser, financial adviser or tax adviser for legal, business, financial or tax advice.

Any indication in this Announcement of the price at which the Company's shares have been bought or sold in the past cannot be relied upon as a guide to future performance. Persons needing advice should consult an independent financial adviser. No statement in this Announcement is intended to be a profit forecast or profit estimate for any period and no statement in this Announcement should be interpreted to mean that earnings, earnings per share or income, cash flow from operations or free cash flow for the Company for the current or future financial periods would necessarily match or exceed the historical published earnings, earnings per share or income, cash flow from operations or free cash flow for the Company.

The New Ordinary Shares to be issued pursuant to the Fundraising will not be admitted to trading on any stock exchange other than the main market for listed securities of the London Stock Exchange.

The Appendix to this Announcement sets out the terms and conditions of the Fundraising. By participating in the Fundraising, each Placee will be deemed to have read and understood this Announcement (including the Appendix) in its entirety, to be participating in the Fundraising and making an offer to acquire or subscribe for and acquiring or subscribing for New Ordinary Shares on the terms and subject to the conditions set out in Appendix 1 to this Announcement and to be providing the representations, warranties, undertakings and acknowledgements contained in Appendix 1 to this Announcement.

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

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

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 New Ordinary Shares have been subject to a product approval process, which has determined that the New Ordinary Shares are: (i) compatible with an end target market of (a) retail investors, (b) investors who meet the criteria of professional clients and (c) 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 New Ordinary Shares may decline and investors could lose all or part of their investment; the New Ordinary Shares offer no guaranteed income and no capital protection; and an investment in the New Ordinary Shares is compatible only with investors who do not need a guaranteed income or capital protection, who (either alone or in conjunction with an appropriate financial or other adviser) are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses that may result therefrom. The Target Market Assessment is without prejudice to the requirements of any contractual, legal or regulatory selling restrictions in relation to the Placing. Furthermore, it is noted that, notwithstanding the Target Market Assessment, Peel Hunt will only procure investors who meet the criteria of professional clients and eligible counterparties.

For the avoidance of doubt, the Target Market Assessment does not constitute: (a) an assessment of suitability or appropriateness for the purposes of MiFID II; or (b) a recommendation to any investor or group of investors to invest in, or purchase, or take any other action whatsoever with respect to the New Ordinary Shares. Each distributor is responsible for undertaking its own target market assessment in respect of the New Ordinary Shares and determining appropriate distribution channels.

#### **APPENDIX 1: TERMS AND CONDITIONS OF THE FUNDRAISING**

MEMBERS OF THE PUBLIC ARE NOT ELIGIBLE TO TAKE PART IN THE FUNDRAISING. THIS ANNOUNCEMENT (INCLUDING THE APPENDIX) AND THE TERMS AND CONDITIONS SET OUT HEREIN (THE “**ANNOUNCEMENT**”) ARE FOR INFORMATION PURPOSES ONLY AND IS DIRECTED ONLY AT PERSONS WHOSE ORDINARY ACTIVITIES INVOLVE THEM IN ACQUIRING, HOLDING, MANAGING AND DISPOSING OF INVESTMENTS (AS PRINCIPAL OR AGENT) FOR THE PURPOSES OF THEIR BUSINESS AND WHO HAVE PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO INVESTMENTS AND ARE: (A) IF IN A MEMBER STATE OF THE EUROPEAN ECONOMIC AREA (“**EEA**”), PERSONS WHO ARE QUALIFIED INVESTORS (“**QUALIFIED INVESTORS**”), BEING PERSONS FALLING WITHIN THE MEANING OF ARTICLE 2(E) OF PROSPECTUS REGULATION (EU) 2017/1129 (THE “**PROSPECTUS REGULATION**”); OR (B) IF IN THE UNITED KINGDOM, QUALIFIED INVESTORS WHO ARE (I) PERSONS WHO FALL WITHIN THE DEFINITION OF “INVESTMENT PROFESSIONAL” IN ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005, AS AMENDED (THE “**ORDER**”), OR (II) 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 (ALL SUCH PERSONS REFERRED TO IN (A), (B) AND (C) ABOVE TOGETHER BEING REFERRED TO AS “**RELEVANT PERSONS**”).

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 DOES NOT ITSELF CONSTITUTE AN OFFER FOR SALE OR SUBSCRIPTION OF ANY SECURITIES IN THE COMPANY.

EACH PLACEE SHOULD CONSULT WITH ITS OWN ADVISERS AS TO LEGAL, TAX, BUSINESS AND RELATED ASPECTS OF AN INVESTMENT IN THE NEW ORDINARY SHARES.

THE NEW ORDINARY SHARES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE US SECURITIES ACT OF 1933, AS AMENDED (THE “**SECURITIES ACT**”), OR UNDER THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES, AND MAY NOT BE OFFERED, SOLD, ACQUIRED, RESOLD, TRANSFERRED OR DELIVERED, DIRECTLY OR INDIRECTLY WITHIN, INTO OR IN THE UNITED STATES, EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN COMPLIANCE WITH THE SECURITIES LAWS OF ANY RELEVANT STATE OR OTHER JURISDICTION OF THE UNITED STATES. THERE WILL BE NO PUBLIC OFFER OF THE NEW ORDINARY SHARES IN THE UNITED STATES, THE UNITED KINGDOM, ANY OTHER RESTRICTED JURISDICTION (AS DEFINED BELOW) OR ELSEWHERE.

This Announcement is for information only and does not itself constitute or form part of an offer to sell or issue or the solicitation of an offer to buy or subscribe for securities referred to herein in any jurisdiction including, without limitation, the United States or any other Restricted Jurisdiction (as defined below) or any jurisdiction where such offer or solicitation is unlawful.

This Announcement, and the information contained herein, is not for release, publication or distribution, directly or indirectly, to persons in the United States, Australia, Canada, Japan, Jersey or

the Republic of South Africa (each a “**Restricted Jurisdiction**”) or any jurisdiction in which such release, publication or distribution is unlawful. The distribution of this Announcement, the Fundraising and/or the offer or sale of the New Ordinary Shares in certain jurisdictions may be restricted by law. No action has been taken by the Company or by Peel Hunt or any of their respective Affiliates or any of their respective agents, directors, officers or employees (collectively “**Representatives**”) which would permit an offer of the New Ordinary Shares or possession or distribution of this Announcement or any other offering or publicity material relating to such New Ordinary Shares in any jurisdiction where action for that purpose is required. Persons distributing any part of this Announcement must satisfy themselves that it is lawful to do so. 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 such action. Persons into whose possession this Announcement comes are required by the Company and Peel Hunt to inform themselves about, and to observe, any such restrictions.

The New Ordinary Shares will not be lodged with or registered by the Australian Securities and Investments Commission and are not being offered for subscription or sale and may not be directly or indirectly offered, sold, taken up, transferred or delivered in or into Australia or to or for the account or benefit of any person or corporation in (or with a registered address in) Australia. The relevant clearances have not been, and will not be obtained from the Ministry of Finance of Japan and no circular in relation to the New Ordinary Shares has been or will be lodged with or registered by the Ministry of Finance of Japan. The New Ordinary Shares may not therefore be offered, taken up, transferred or sold, directly or indirectly, in or into Japan, its territories and possessions and any areas subject to its jurisdiction or to any resident of Japan. The approval of the South African Exchange Control Authorities has not been, and will not be, obtained in relation to the New Ordinary Shares. The New Ordinary Shares may not therefore be offered, taken up, transferred or sold directly or indirectly in or into South Africa or to a resident of South Africa. The New Ordinary Shares may not be offered, taken up, transferred or sold directly or indirectly in or into Canada or to a resident of Canada. No consent has been sought to offer the New Ordinary Shares in Jersey.

Any indication in this Announcement of the price at which Ordinary Shares have been bought or sold in the past cannot be relied upon as a guide to future performance. 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.

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 Peel Hunt or any of its Affiliates or Representatives 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 therefore is expressly disclaimed.

Peel Hunt is acting exclusively for the Company and no-one else in connection with the Fundraising and are not, and will not be, responsible to anyone (including the Placees) other than the Company for providing the protections afforded to their clients nor for providing advice in relation to the Fundraising and/or any other matter referred to in this Announcement.

None of the Company or Peel Hunt or any of its or their respective Affiliates or Representatives makes any representation or warranty, express or implied to any Placees regarding any investment in the securities referred to in this Announcement under the laws applicable to such Placees. Each Placee should consult its own advisers as to the legal, tax, business, financial and related aspects of an investment in the New Ordinary Shares.

By participating in the Fundraising, Placees will be deemed (i) to have read and understood this Announcement in its entirety; and (ii) be participating in and making an offer and acquiring New Ordinary Shares offer on the terms and conditions contained in this Appendix, including being deemed to be providing (and shall only be permitted to participate in the Fundraising on the basis that they have provided) the representations, warranties, acknowledgements and undertakings contained in this Appendix.

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

- (a) it is a Relevant Person and undertakes that it will acquire, hold, manage or dispose of any New Ordinary Shares that are allocated to it for the purposes of its business; and
- (b) in the case of a Relevant Person in a member state of the EEA or the United Kingdom (each, a "**Relevant Member State**") who acquires any New Ordinary Shares pursuant to the Placing:
  - a. it is a Qualified Investor within the meaning of Article 2 (e) of the Prospectus Regulation; and
  - b. in the case of any New Ordinary Shares acquired by it as a financial intermediary, as that term is used in Article 2(d) of the Prospectus Regulation:
    - i. the New Ordinary 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 Relevant Member State other than Qualified Investors or in circumstances in which the prior consent of Peel Hunt has been given to the offer or resale;
    - ii. where New Ordinary Shares have been acquired by it on behalf of persons in any Relevant Member State other than Qualified Investors, the offer of those New Ordinary Shares to it is not treated under the Prospectus Directive as having been made to such persons; and
- (c) it is acquiring the New Ordinary Shares for its own account or is acquiring the New Ordinary Shares for an account with respect to which it has authority to exercise, and is exercising, investment discretion and has the authority to make and does make the representations, warranties, indemnities, acknowledgements, undertakings and agreements contained in this Announcement; and
- (d) it understands (or if acting for the account of another person, such person has confirmed that such person understands) the resale and transfer restrictions set out in this Appendix;
- (e) except as otherwise permitted by the Company and subject to any available exemptions from applicable securities laws, it (and any person on whose account it is acting, as referred to in paragraph (d) above) is located outside the United States and is acquiring the New Ordinary Shares in an "offshore transaction" as defined in, and in accordance with, Regulation S under the Securities Act ("**Regulation S**"); and

- (f) it has not offered, sold or delivered and will not offer to sell or deliver any of the New Ordinary Shares to persons within the United States, directly or indirectly; neither it, its affiliates, nor any persons acting on its behalf, have engaged or will engage in any directed selling efforts (as defined in Regulation S) with respect to the New Ordinary Shares; and it is not taking up the New Ordinary Shares for resale in or into the United States.

## **IMPORTANT INFORMATION FOR PLACEES ONLY REGARDING THE FUNDRAISING**

Defined terms used in this Appendix are set out in Appendix 2.

### **Bookbuild**

Following this Announcement, Peel Hunt will commence a bookbuilding process in respect of the Placing (the "**Bookbuild**") to determine demand for participation in the Placing by Placees. No commissions will be paid to Placees or by Placees in respect of any New Ordinary Shares. The book will open with immediate effect. Members of the public are not entitled to participate in the Fundraising. This Appendix gives details of the terms and conditions of, and the mechanics of participation in, the Fundraising.

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

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

Peel Hunt is acting as bookrunner and sponsor in connection with the Placing. Peel Hunt has today entered into an agreement with the Company (the "**Placing Agreement**") under which, subject to the conditions set out therein, Peel Hunt has agreed, as agent for and on behalf of the Company, to use its reasonable endeavours to procure Placees for the Placing Shares at a price to be determined following completion of the Bookbuild and as set out in the Placing Agreement. The price per Ordinary Share at which the Placing Shares are to be placed (the "**Placing Price**") and the final number of Placing Shares will be decided at the close of the Bookbuild following the execution of the placing terms by the Company and Peel Hunt recording the final details of the Placing (the "**Placing Terms**"). The timing of the closing of the book, pricing and allocations are at the discretion of the Company and Peel Hunt. Details of the Placing Price and the number of Placing Shares will be announced as soon as practicable after the close of the Bookbuild.

Pursuant to the Placing Agreement, the Company has also granted an option to Peel Hunt to coordinate the receipt of expressions of interest for up to a further 830,000 Ordinary Shares at the Placing Price (the "**Broker Option**") (and any Ordinary Shares placed in connection with the exercise of the Broker Option being the "**Broker Option Shares**"). The Broker Option may be exercised by Peel Hunt during the period from 8.00 a.m. today to 5.00 p.m. on 22 June 2020 and, if exercised in full, shall require the Company to issue up to 830,000 Broker Option Shares. The exercise of the Broker Option Shares shall be at the discretion of Peel Hunt (with the agreement of the Company) and Peel Hunt is under no obligation to exercise the Broker Option or seek expressions of interest for the Broker Option Shares.

The placing of the New Ordinary Shares is not being underwritten by Peel Hunt.

The total number of shares to be issued pursuant to the Fundraising shall not exceed 13,330,000 Ordinary Shares, representing approximately 10.9 per cent. of the Company's existing issued Ordinary Share capital.

The New Ordinary Shares have been duly authorised and will, when issued, be credited as fully paid and will rank pari passu in all respects with the existing Ordinary Shares, including the right to receive all dividends and other distributions declared, made or paid in respect of the Ordinary Shares after each Closing Date. The New Ordinary Shares will be issued free of any encumbrances, liens or other security interests.

The Placing will be effected by way of a placing of new Ordinary Shares in the Company for non-cash consideration. Peel Hunt will subscribe for ordinary shares and redeemable preference shares in JerseyCo, a wholly owned subsidiary of the Company, for an amount approximately equal to the net proceeds of the Placing. The Company will allot and issue the Placing Shares on a non-pre-emptive basis to Placees in consideration for the transfer of the ordinary shares and redeemable preference shares in JerseyCo that will be issued to Peel Hunt. The Broker Option, if exercised, will not be effected by way of a placing of New Ordinary Shares in the Company for non-cash consideration in the manner described above.

### **Applications for listing and admission to trading**

Applications will be made to the Financial Conduct Authority (the “**FCA**”) for admission of the New Ordinary Shares to listing on the premium listing segment of the Official List of the FCA (the “**Official List**”) and to London Stock Exchange plc (the “**London Stock Exchange**”) for admission of the New Ordinary Shares to trading on its main market for listed securities (together, “**Admission**”). It is expected that Admission of the Placing Shares will become effective at 8.00 a.m. on 23 June 2020 or such later time and date (being not later than 4.00 p.m. on 2 July 2020) as Peel Hunt and the Company may agree. If the Broker Option is exercised, it is expected that Admission of the Broker Option Shares will become effective at 8.00 a.m. on 25 June 2020 or such later time and date as Peel Hunt and the Company may agree in writing.

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

1. Peel Hunt is arranging the Placing as agent of the Company. Participation in the Placing will only be available to persons who may lawfully be, and are, invited to participate by Peel Hunt. Peel Hunt and its Affiliates are entitled to enter bids in the Bookbuild as principal.
2. The Bookbuild, if successful, will establish the Placing Price payable to Peel Hunt by all Placees whose bids are successful. The Placing Price and the aggregate proceeds to be raised through the Placing will be agreed between Peel Hunt and the Company following completion of the Bookbuild. The Placing Price and the number of Placing Shares will be announced on a Regulatory Information Service following the completion of the Bookbuild (the “**Placing Results Announcement**”). The number of Broker Option Shares (if any) to be issued will also be announced following the exercise (or expiry) of the Broker Option.
3. To bid in the Bookbuild, Placees should communicate their bid by telephone or in writing to their usual sales contact at Peel Hunt. Each bid should state the number of Placing Shares which the prospective Placee wishes to acquire either at the Placing Price which is ultimately established by the Company and Peel Hunt or at prices up to a price limit specified in its bid. Placees should communicate their expression of interest to subscribe for Broker Option Shares by telephone or in writing to their usual sales contact at Peel Hunt stating the number of Broker Option Shares which the prospective Placees wishes to subscribe for at the Placing Price. Bids in the Bookbuild and expressions of interest in the Broker Option may be scaled down by Peel Hunt on the basis referred to in paragraph 7 below.
4. The Bookbuild is expected to close no later than 5.00 p.m. (London time) on 19 June 2020, but may be closed earlier or later at the discretion of Peel Hunt. Peel Hunt may, in agreement with the Company, accept bids that are received after the Bookbuild has closed.

5. Each Placee's allocation will be agreed between Peel Hunt and the Company and will be confirmed to Placees by Peel Hunt orally following the close of the Bookbuild and in such manner as Peel Hunt determines following the exercise of the Broker Option. That oral or other confirmation to such Placee will constitute an irrevocable legally binding commitment upon such person (who will at that point become a Placee) in favour of Peel Hunt and the Company, under which such Placee agrees to acquire to the number of Placing Shares or Broker Option Shares allocated to it and to pay the relevant Placing Price for each such New Ordinary Share on the terms and conditions set out in this Appendix and in accordance with the Company's corporate documents.
6. Each Placee's allocation and commitment will be evidenced by a contract note and/or trade confirmation issued to such Placee by Peel Hunt. The terms of this Appendix will be deemed incorporated by reference therein.
7. Subject to paragraphs 2 and 3 above, Peel Hunt will, in effecting the Placing and the Broker Option (if exercised), agree with the Company the identity of the Placees and the basis of allocation of the New Ordinary Shares and may scale down any bids for this purpose on such basis as it may determine. Peel Hunt may also, notwithstanding paragraphs 3 and 4 above and subject to the prior consent of the Company, (i) allocate Placing Shares after the time of any initial allocation to any person submitting a bid after that time; and (ii) allocate Placing Shares after the Bookbuild has closed to any person submitting a bid after that time. The acceptance of offers shall be at the absolute discretion of Peel Hunt.
8. A bid in the Bookbuild and an expression of interest to subscribe for Broker Option Shares will be made on the terms and subject to the conditions in this Appendix and will be legally binding on the Placee on behalf of which it is made and, except with the consent of Peel Hunt, will not be capable of variation or revocation after the time at which it is submitted. Each Placee will also have an immediate, separate, irrevocable and binding obligation, owed to Peel Hunt, to pay it (or as it may direct) in cleared funds an amount equal to the product of the Placing Price and the number of New Ordinary Shares that such Placee has agreed to acquire. Each Placee's obligations will be owed to Peel Hunt.
9. Except as required by law or regulation, no press release or other announcement will be made by Peel Hunt 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.
10. Irrespective of the time at which a Placee's allocation(s) pursuant to the Placing or the Broker Option (if exercised) is/are confirmed, settlement for all New Ordinary Shares to be acquired or subscribed for pursuant to the Bookbuild or the Broker Option will be required to be made at the same time as settlement for other New Ordinary Shares under the Bookbuild or Broker Option (as the case may require), on the basis explained below under "Registration and Settlement".
11. All obligations under the Bookbuild, the Placing and the Broker Option (if exercised) will be subject to fulfilment or (where applicable) waiver of the conditions referred to below under "Conditions of the Fundraising" and to the Placing not being terminated on the basis referred to below under "Termination of the Placing Agreement".
12. 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 after confirmation (oral or otherwise) by Peel Hunt.
13. To the fullest extent permissible by law neither Peel Hunt, nor any of its Affiliates or Representatives, shall have any responsibility or liability to any Placee (or to any other person whether acting on behalf of a Placee or otherwise). In particular neither Peel Hunt, nor any of its Affiliates or Representatives, shall have any responsibility or liability (including to the extent permissible by law, any fiduciary duties) in respect of Peel Hunt's conduct of the

Bookbuild or of such alternative method of effecting the Fundraising as Peel Hunt and its Affiliates and the Company may agree.

### Conditions of the Fundraising

The Fundraising is conditional upon the Placing Agreement becoming unconditional and not having been terminated in accordance with its terms. The obligations of Peel Hunt under the Placing Agreement are conditional on certain conditions, including, amongst other things:

- (a) the Company having performed all of its obligations under the Placing Agreement to be performed prior to Admission of the Placing Shares and not being in breach of the Placing Agreement;
- (b) the Placing Terms having been executed by the Company and Peel Hunt;
- (c) the publication by the Company of the Placing Results Announcement through a Regulatory Information Service immediately following the execution of the Placing Terms;
- (d) in the opinion of Peel Hunt (acting in good faith), there not having occurred any Material Adverse Change (as such term is defined in the Placing Agreement) at any time prior to Admission of the Placing Shares;
- (e) the Option Agreement and the Subscription and Transfer Agreement having been duly executed and delivered by the parties thereto and there having occurred no event of default or breach of any of the terms thereof and the Option Agreement and the Subscription and Transfer Agreement remaining in full force and effect and having become wholly unconditional (save for any conditions contained therein relating to Admission of the Placing Shares);
- (f) the Company having obtained prior to Admission of the Placing Shares all necessary lender consents that are required in connection with the Placing and such consents not having been withdrawn and remaining in full force and effect and no event or circumstance arising which would result in the Company being in breach of any terms of such consents;
- (g) the Company having allotted the Placing Shares, subject only to Admission thereof and the Placing Agreement not having been terminated prior to Admission of the Placing Shares, in accordance with the Placing Agreement; and
- (h) Admission of the Placing Shares occurring by 8.00am on 23 June 2020 or such later time and date (being not later than 4.00 p.m. on 2 July 2020) as Peel Hunt and the Company may agree.

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

Peel Hunt may, at its discretion and upon such terms and conditions as it thinks fit, extend or waive compliance by the Company with the whole or any part of any of the Company's obligations in relation to the conditions in the Placing Agreement (other than those conditions described in (b), (c), (g), (h), (i) above may not be waived). Any such extension or waiver will not affect Placees' commitments as set out in this Announcement.



Neither Peel Hunt nor any of its Affiliates or Representatives shall have any liability or responsibility to any Placee (or to any other person whether acting on behalf of a Placee or otherwise) in respect of any decision it or another person 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 Fundraising nor for any decision it may make as to the satisfaction of any condition or in respect of the Fundraising generally and by participating in the Fundraising each Placee agrees that any such decision is within the absolute discretion of Peel Hunt.

By participating in the Fundraising, each Placee agrees that its rights and obligations hereunder terminate only in the circumstances described above and under “Termination of the Placing Agreement” below, and will not be capable of rescission or termination by the Placee.

### **Termination of the Placing Agreement**

At any time before Admission of the Placing Shares, Peel Hunt is entitled to terminate the Placing Agreement in accordance with its terms in certain circumstances, including, amongst others:

- (a) in the opinion of Peel Hunt (acting in good faith), there has been a breach, or an alleged breach, by the Company of any of the warranties which is material in the context of the Placing or Admission;
- (b) the Company or JerseyCo (as the case may be) has failed to comply with any of its obligations under the Placing Agreement, the Subscription and Transfer Agreement and/or the Option Agreement or of any undertakings contained therein, save in each case for any non-compliance or breach which, in the opinion of Peel Hunt (acting in good faith), is not material in the context of the Placing, the marketing and distribution of the Placing Shares or Admission;
- (c) in the opinion of Peel Hunt (acting in good faith), there has been a Material Adverse Change (as such term is defined in the Placing Agreement);
- (d) if the Company’s applications for Admission are refused by the FCA or the London Stock Exchange (as appropriate), or, in the opinion of Peel Hunt (acting in good faith), will not be granted; or
- (e) upon the occurrence of certain force majeure events.

By participating in the Fundraising, Placees agree that the exercise or non-exercise by Peel Hunt of any right of termination or other discretion under the Placing Agreement shall be within the absolute discretion of Peel Hunt or for agreement between the Company and Peel Hunt (as the case may be) and that neither the Company nor Peel Hunt need make any reference to, or consult with, Placees and that none of the Company, Peel Hunt nor any of their respective Affiliates or Representatives shall have any liability to Placees whatsoever in connection with any such exercise or failure to so exercise or otherwise.

### **No prospectus**

No offering document, prospectus, offering memorandum or admission document has been or will be prepared or submitted to be approved by the FCA (or any other authority) in relation to the Fundraising and Placees’ commitments will be made solely on the basis of publicly available information taken together with the information contained in this Announcement and any other information publicly announced through a regulatory information service (the “**Publicly Available Information**”) by or on behalf of the Company simultaneously with or prior to the date of this Announcement and subject to the further terms set forth in the contract note and/or trade confirmation to be provided to individual prospective Placees.

Each Placee, by accepting a participation in the Fundraising, agrees that the content of this Announcement and the Publicly Available Information released by or on behalf of the Company is exclusively the responsibility of the Company and confirms to the Company and Peel Hunt that it has neither received nor relied on any other information, representation, warranty or statement made by or on behalf of the Company (other than Publicly Available Information) or Peel Hunt or its Affiliates or any other person and neither Peel Hunt nor the Company nor any of their respective Affiliates or any other person will be liable for any Placee's decision to participate in the Fundraising based on any other information, representation, warranty or statement which the Placees 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 Placing, each Placee acknowledges and agrees that it has relied on its own investigation of the business, financial or other position of the Company in accepting a participation in the Placing. Nothing in this paragraph shall exclude or limit the liability of any person for fraudulent misrepresentation by that person.

### **Lock-up**

The Company has undertaken to Peel Hunt that, between the date of the Placing Agreement and the date which is 90 calendar days after the Closing Date for the Placing Shares, it will not, without the prior written consent of Peel Hunt, enter into certain transactions involving or relating to the Ordinary Shares, subject to certain customary carve-outs agreed between Peel Hunt and the Company.

By participating in the Fundraising, Placees agree that the exercise by Peel Hunt of any power to grant consent to waive the aforementioned undertaking by the Company shall be within the absolute discretion of Peel Hunt and that they need not make any reference to, or consult with, Placees and that they shall have no liability to Placees whatsoever in connection with any such exercise of the power to grant consent.

### **Registration and settlement**

Settlement of transactions in the New Ordinary Shares (ISIN: GB0008883927) following Admission will take place within the relevant system administered by Euroclear ("**CREST**"), using the delivery versus payment mechanism, subject to certain exceptions. The Company and Peel Hunt reserve the right to require settlement for, and delivery of, the New Ordinary Shares to Placees by such other means that they deem necessary, including in certificated form, if delivery or settlement is not possible or practicable within CREST within the timetable set out in this Announcement or would not be consistent with the regulatory requirements in the Placee's jurisdiction.

Following the close of the Bookbuild (or otherwise, in respect of Broker Option Shares, following exercise of the Broker Option), each Placee to be allocated New Ordinary Shares in the Placing will be sent a contract note in accordance with the standing arrangements in place with Peel Hunt stating the number of New Ordinary Shares allocated to them at the Placing Price, the aggregate amount owed by such Placee to Peel Hunt and settlement instructions. Each Placee agrees that it will do all things necessary to ensure that delivery and payment is completed in accordance with the standing CREST or certificated settlement instructions in respect of the New Ordinary Shares that it has in place with Peel Hunt.

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

It is expected that settlement for the Placing Shares will be on 23 June 2020 on a T+2 basis and settlement for the Broker Option Shares (if any) will be on 25 June 2020 on a T+3 basis, in each case, in accordance with the instructions given to Peel Hunt.

Interest is chargeable daily on payments not received from Placees on the due date in accordance with the arrangements set out above at the rate of two percentage points above LIBOR as determined by Peel Hunt.

Each Placee is deemed to agree that, if it does not comply with these obligations, Peel Hunt may sell any or all of the New Ordinary Shares allocated to that Placee on such Placee's behalf and retain from the proceeds, for the Company's account and benefit, an amount equal to the aggregate amount owed by the Placee plus any interest due. The relevant Placee will, however, remain liable for any shortfall below the aggregate amount owed by it and shall be required to bear any stamp duty, stamp duty reserve tax or other stamp, securities, transfer, registration, execution, documentary or other similar impost, duty or tax (together with any interest, fines or penalties) which may arise upon the sale of such New Ordinary Shares on such Placee's behalf. The foregoing is without prejudice to any cause of action Peel Hunt may have against a defaulting Placee.

If New Ordinary Shares are to be delivered to a custodian or settlement agent, Placees should ensure that, upon receipt, the contract note and/or trade confirmation is copied and delivered immediately to the relevant person within that organisation. Insofar as New Ordinary 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 New Ordinary Shares should, subject as provided below, be so registered free from any liability to UK stamp duty or UK stamp duty reserve tax. If there are any circumstances in which any other stamp duty or stamp duty reserve tax (and/or any interest, fines or penalties relating thereto) is payable in respect of the allocation, allotment, issue or delivery of the New Ordinary Shares (or for the avoidance of doubt if any stamp duty or stamp duty reserve tax is payable in connection with any subsequent transfer of or agreement to transfer Placing Shares), neither Peel Hunt nor the Company shall be responsible for the payment thereof.

### **Representations and warranties**

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

1. it has read and understood this Announcement, including this Appendix, in its entirety and that its participation in the Bookbuild and the Placing and its acquisition of or subscription for New Ordinary Shares is subject to and based upon all the terms, conditions, representations, warranties, indemnities, acknowledgements, agreements and undertakings and other information contained herein and undertakes not to redistribute or duplicate this Announcement and that it has not relied on, and will not rely on, any information given or any representations, warranties or statements made at any time by any person in connection with the Company, Admission, the Bookbuild, the Placing, the Broker Option, the New Ordinary Shares or otherwise other than the information contained in the Placing Documents and the Publicly Available Information;
2. no offering document, prospectus, offering memorandum or admission document has been or will be prepared in connection with the Fundraising or is required under the Prospectus Regulation and it has not received and will not receive a prospectus, offering memorandum, admission document or other offering document in connection with the Bookbuild, the Placing, the Broker Option or the New Ordinary Shares;

3. the Ordinary Shares are listed on the Official List and admitted to trading on the London Stock Exchange's main market for listed securities and that the Company is therefore required to publish certain business and financial information in accordance with the Market Abuse Regulation (EU) No.596/2014 ("**MAR**") and the rules and practices of the London Stock Exchange and/or the FCA, and it is able to obtain access to such information or comparable information concerning any other Main Market listed company, without undue difficulty;
4. neither Peel Hunt nor the Company nor any of their respective Affiliates or Representatives nor any person acting on behalf of any of them has provided, and none of them will provide, it with any material or information regarding the New Ordinary Shares, the Bookbuild, the Placing, the Broker Option or the Company or any other person other than this Announcement, nor has it requested Peel Hunt, the Company, any of their respective Affiliates or Representatives or any person acting on behalf of any of them to provide it with any such material or information;
5. unless otherwise specifically agreed with Peel Hunt, it and/or the person on behalf it is participating is not, and at the time the New Ordinary Shares are acquired, neither it nor the beneficial owner of the New Ordinary Shares will be, a resident of a Restricted Jurisdiction or any other jurisdiction in which it is unlawful to make or accept an offer to acquire or subscribe for the New Ordinary Shares;
6. the New Ordinary Shares have not been and will not be registered or otherwise qualified, for offer and sale nor will an offering document, prospectus, offering memorandum or admission document be cleared or approved in respect of any of the New Ordinary Shares under the securities legislation of any Restricted Territory and, subject to certain exceptions, may not be offered, sold, transferred, delivered or distributed, directly or indirectly, in or into those jurisdictions or in any country or jurisdiction where any such action for that purpose is required;
7. the content of this Announcement has been prepared by and is exclusively the responsibility of the Company and neither Peel Hunt nor any of its Affiliates or Representatives nor any person acting on its or their behalf has or shall have any responsibility or liability for any information, representation or statement contained in this Announcement or any information previously or subsequently published by or on behalf of the Company, including, without limitation, any Publicly Available Information, and will not be liable for any Placee's decision to participate in the Fundraising based on any information, representation or statement contained in this Announcement or any information previously published by or on behalf of the Company or otherwise;
8. the only information on which it is entitled to rely and on which such Placee has relied in committing itself to acquire or subscribe for the New Ordinary Shares is contained in this Announcement and any Publicly Available Information, it received and reviewed all information that it believes is necessary or appropriate to make an investment decision in respect of the New Ordinary Shares, and that it has neither received nor relied on any other information given or investigations, representations, warranties or statements made by Peel Hunt or the Company or any of their respective Affiliates or Representatives or any person acting on its or their behalf and neither Peel Hunt nor the Company nor any of their respective Affiliates or Representatives will be liable for any Placee's decision to accept an invitation to participate in the Fundraising based on any other information, representation, warranty or statement;
9. it has relied on its own investigation, examination and due diligence of the business, financial or other position of the Company in deciding to participate in the Fundraising and neither Peel Hunt nor any of its Affiliates have made any representations to it, express or implied, with respect to the Company, the Bookbuild, the Placing, the Broker Option and the New Ordinary Shares or the accuracy, completeness or adequacy of the Publicly Available Information, and each of them expressly disclaims any liability in respect thereof. Nothing in this paragraph or

otherwise in this Announcement excludes the liability of any person for fraudulent misrepresentation made by that person;

10. it has not relied on any information relating to the Company contained in any research reports prepared by Peel Hunt, any of its Affiliates or any person acting on its or their behalf and understands that (i) neither Peel Hunt nor any of its Affiliates nor any person acting on its or their behalf has or shall have any responsibility or liability for (x) public information or any representation; or (y) any additional information that has otherwise been made available to such Placee, whether at the date of publication, the date of this Announcement or otherwise; and (ii) neither Peel Hunt nor any of its Affiliates nor any person acting on its or their 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;
11. (i) the allocation, allotment, issue and delivery to it, or the person specified by it for registration as holder of New Ordinary Shares will not give rise to a liability under any of sections 67, 70, 93 or 96 of the Finance Act 1986 (depository receipts and clearance services); (ii) it is not participating in the Fundraising as nominee or agent for any person to whom the allocation, allotment, issue or delivery of the New Ordinary Shares would give rise to such a liability; and (iii) the New Ordinary Shares are not being acquired in connection with arrangements to issue depository receipts or to issue or transfer New Ordinary Shares into a clearance service;
12. that no action has been or will be taken by the Company, Peel Hunt or any person acting on behalf of the Company or Peel Hunt that would, or is intended to, permit a public offer of the New Ordinary Shares in the United States or in any country or jurisdiction where any such action for that purpose is required;
13. it (and any person acting on its behalf) is entitled to acquire, the New Ordinary Shares under the laws of all relevant jurisdictions which apply to it and that it has fully observed such laws and obtained all such governmental and other guarantees, permits, authorisations, approvals and consents which may be required thereunder and complied with all necessary formalities and that it has not taken any action or omitted to take any action which will or may result in Peel Hunt, the Company or any of their respective Affiliates acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Fundraising;
14. it (and any person acting on its behalf) has all necessary capacity and has obtained all necessary consents and authorities to enable it to commit to its participation in the Fundraising and to perform its obligations in relation thereto (including, without limitation, in the case of any person on whose behalf it is acting, all necessary consents and authorities to agree to the terms set out or referred to in this Announcement) and will honour such obligations;
15. it has complied with its obligations under the Criminal Justice Act 1993, MAR and in connection with money laundering and terrorist financing under the Proceeds of Crime Act 2002, the Terrorism Act 2000, the Anti-Terrorism Crime and Security Act 2001, the Terrorism Act 2006, the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and the Money Laundering Sourcebook of the FCA and any related or similar rules, regulations or guidelines issued, administered or enforced by any government agency having jurisdiction in respect thereof (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. If within a reasonable time after a request for verification of identity, Peel Hunt not received such satisfactory evidence, Peel Hunt may, in their absolute discretion, terminate the Placee’s participation in the Fundraising in which event all funds delivered by the Placee to Peel Hunt will be returned without interest to the account of the drawee bank or CREST account from which they were originally debited;

16. it is acting as principal only in respect of the Fundraising 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 Peel Hunt and the Company for the performance of all its obligations as a Placee in respect of the Fundraising (regardless of the fact that it is acting for another person);
17. if in a member state of the EEA, it is a “Qualified Investor” within the meaning of Article 2(e) of the Prospectus Regulation;
18. if in the United Kingdom, it and any person acting on its behalf is a Qualified Investor: (i) who falls within the definition of “investment professional” in Article 19(5) of the Order; or (ii) who falls within Article 49(2)(A) to (D) (“High Net Worth Companies, Unincorporated Associations, etc”) of the Order; or (iii) to whom this Announcement may otherwise lawfully be communicated and it undertakes that it will acquire, hold, manage and (if applicable) dispose of any New Ordinary Shares that are allocated to it for the purposes of its business only;
19. it understands that 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, and further understands that this Announcement must not be acted on or relied on by persons who are not Relevant Persons;
20. it will not distribute, forward, transfer or otherwise transmit this Announcement or any part of it, or any other presentation or other materials concerning the Fundraising (including electronic copies thereof), in or into the United States to any person and it has not distributed, forwarded, transferred or otherwise transmitted any such materials to any person;
21. where it is acquiring the New Ordinary Shares for one or more managed accounts, it is authorised in writing by each managed account to acquire or subscribe for the New Ordinary Shares for each managed account and it has full power to make, and does make, the acknowledgements, representations and agreements herein on behalf of each such account;
22. if it is a pension fund or investment company, its acquisition of or subscription for New Shares is in full compliance with applicable laws and regulations;
23. if it is acting as a financial intermediary, as that term is used in Article 2(d) of the Prospectus Regulation, the New Ordinary Shares acquired by it in the Fundraising 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 a member state of the EEA other than Qualified Investors or persons in the United Kingdom other than Relevant Persons, or in circumstances in which the prior consent of Peel Hunt has been given to the proposed offer or resale;
24. it has not offered or sold and, will not offer or sell any New Ordinary Shares to persons in the United Kingdom, except to Relevant Persons or otherwise in circumstances which have not resulted and which will not result in an offer to the public in the United Kingdom within the meaning of section 85(1) of FSMA;
25. any offer of New Ordinary Shares may only be directed at persons in member states of the EEA who are Qualified Investors and that it has not offered or sold and will not offer or sell any Placing Shares to persons in the EEA prior to Admission except to Qualified Investors or otherwise in circumstances which have not resulted in and which will not result in an offer to the public in any member state of the EEA within the meaning of the Prospectus Regulation;
26. 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 New Ordinary Shares in circumstances in which section 21(1) of FSMA does not require approval of the communication by an authorised person;

27. it has complied and will comply with all applicable laws (including, in the United Kingdom, all relevant provisions of FSMA and the Financial Services Act 2012) with respect to anything done by it in relation to the New Ordinary Shares;
28. if it has received any “inside information” as defined in MAR about the Company in advance of the Fundraising, it has not: (i) dealt in the securities of the Company; (ii) encouraged or required another person to deal in the securities of the Company; or (iii) disclosed such information to any person except as permitted by MAR, prior to the information being made publicly available;
29. (i) it (and any person acting on its behalf) has the funds available to pay for, and has the capacity and authority and is otherwise entitled to purchase, the New Ordinary Shares under the laws of all relevant jurisdictions which apply to it; (ii) it has paid any issue, transfer or other taxes due in connection with its participation in any territory; (iii) it has not taken any action which will or may result in the Company, Peel Hunt, any of their respective Affiliates or any person acting on behalf of any of them being in breach of the legal and/or regulatory requirements and/or any anti-money laundering requirements of any territory in connection with the Fundraising; and (iv) the acquisition of or subscription for the New Ordinary Shares by it (or any person acting on its behalf) will be in compliance with applicable laws and regulations in the jurisdiction of its residence, the residence of the Company, or otherwise;
30. it (and any person acting on its behalf) will make payment for the New Ordinary Shares allocated to it in accordance with this Announcement on the due time and date set out herein against delivery of such New Ordinary Shares to it, failing which the relevant New Ordinary Shares may be placed with other persons or sold as Peel Hunt may in its discretion determine and without liability to such Placee. It will, however, remain liable for any shortfall below the net proceeds of such sale and the placing proceeds of such New Ordinary Shares and may be required to bear any stamp duty or stamp duty reserve tax (together with any interest, fines 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 New Ordinary Shares on its behalf;
31. its allocation (if any) of New Ordinary Shares will represent a maximum number of New Ordinary Shares to which it will be entitled, and required, to acquire, and that Peel Hunt or the Company may call upon it to acquire a lower number of New Ordinary Shares (if any), but in no event in aggregate more than the aforementioned maximum;
32. neither Peel Hunt nor any of its Affiliates or Representatives nor any person acting on its or their behalf, is making any recommendations to it or advising it regarding the suitability or merits of any transactions it may enter into in connection with the Fundraising and participation in the Fundraising is on the basis that it is not and will not be a client of Peel Hunt and Peel Hunt does not have any duties or responsibilities to it for providing the protections afforded to its clients or customers or for providing advice in relation to the Fundraising nor in respect of any representations, warranties, undertakings or indemnities contained in the Placing Agreement nor for the exercise or performance of any of Peel Hunt’s rights and obligations thereunder including any rights to waive or vary any conditions or exercise any termination right;
33. the person whom it specifies for registration as holder of the New Ordinary Shares will be (i) itself; or (ii) its nominee, as the case may be. Neither Peel Hunt, the Company nor any of their respective Affiliates will be responsible for any liability to stamp duty or stamp duty reserve tax or other similar duties or taxes (together with any interest, fines or penalties) resulting from a failure to observe this requirement. Each Placee and any person acting on behalf of such Placee agrees to indemnify the Company, Peel Hunt and their respective Affiliates and Representatives in respect of the same on an after-tax basis on the basis that the Placing Shares will be allotted to the CREST stock account of Peel Hunt who will hold them as nominee on behalf of such Placee until settlement in accordance with its standing settlement instructions;

34. these terms and conditions and any agreements entered into by it pursuant to these terms and conditions (including 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 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 New Ordinary Shares (together with any interest chargeable thereon) may be taken by Peel Hunt or the Company in any jurisdiction in which the relevant Placee is incorporated or in which any of its securities have a quotation on a recognised stock exchange;
35. each of Peel Hunt, the Company and their respective Affiliates and others will rely upon the truth and accuracy of the representations, warranties, agreements, undertakings and acknowledgements set forth herein and which are given to Peel Hunt on its own behalf and on behalf of the Company and are irrevocable and it irrevocably authorises Peel Hunt and the Company to produce this Announcement, pursuant to, in connection with, or as may be required by any applicable law or regulation, administrative or legal proceeding or official inquiry with respect to the matters set forth herein;
36. it will indemnify on an after-tax-basis and hold the Company, Peel Hunt and their respective Affiliates and Representatives and any person acting on behalf of any of them harmless from any and all costs, claims, liabilities and expenses (including legal fees and expenses) arising out of, directly or indirectly, or in connection with any breach by it of the representations, warranties, acknowledgements, agreements and undertakings in this Appendix and further agrees that the provisions of this Appendix shall survive after completion of the Placing and the Broker Option (if exercised);
37. it irrevocably appoints any director of Peel Hunt as its agent for the purposes of executing and delivering to the Company and/or its registrars any documents on its behalf necessary to enable it to be registered as the holder of any of the New Ordinary Shares agreed to be taken up by it under the Fundraising;
38. its commitment to acquire New Ordinary Shares on the terms set out herein and in the contract note will continue notwithstanding any amendment that may in future be made to the terms and conditions of the Fundraising and that Placees will have no right to be consulted or require that their consent be obtained with respect to the Company's or Peel Hunt's conduct of the Fundraising;
39. in making any decision to acquire the New Ordinary Shares: (i) it has sufficient knowledge, sophistication and experience in financial, business and international investment matters as is required to evaluate the merits and risks of acquiring the New Ordinary Shares; (ii) it is experienced in investing in securities of this nature in this sector and is aware that it may be required to bear, and is able to bear, the economic risk of participating in, and is able to sustain a complete loss in connection with, the Fundraising and has no need for liquidity with respect to its investment in the New Ordinary Shares; (iii) it has relied solely on its own investigation, examination, due diligence and analysis of the Company and its Affiliates taken as a whole, including the markets in which the Group operates, and the terms of the Fundraising, including the merits and risks involved, and not upon any view expressed or information provided by or on behalf of Peel Hunt; (iv) it has had sufficient time and access to information to consider and conduct its own investigation with respect to the offer and purchase of the New Ordinary Shares, including the legal, regulatory, tax, business, currency and other economic and financial considerations relevant to such investment and has so conducted its own investigation to the extent it deems necessary to enable it to make an informed and intelligent decision with respect to making an investment in the New Ordinary Shares; (v) it is aware and understands that an investment in the New Ordinary Shares involves a considerable degree of risk; and (vi) it will not look to Peel Hunt, any of its Affiliates or any person acting on its or their behalf for all or part of any such loss or losses it or they may suffer;



40. neither the Company nor Peel Hunt owes any fiduciary or other duties to it or any Placee in respect of any representations, warranties, undertakings or indemnities in the Placing Agreement or these terms and conditions;
41. it may not rely on any investigation that Peel Hunt or any person acting on its behalf may or may not have conducted with respect to the Company and its Affiliates or the Fundraising and Peel Hunt has not made any representation or warranty to it, express or implied, with respect to the merits of the Fundraising, the subscription for or purchase of the New Ordinary 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 any investment or other recommendation to it to acquire or subscribe for the New Ordinary Shares. It acknowledges and agrees that no information has been prepared by, or is the responsibility of, Peel Hunt for the purposes of this Fundraising;
42. it will not hold Peel Hunt or any of its Affiliates or any person acting on its or their 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 “**Information**”) and that neither Peel Hunt or any person acting on its behalf makes any representation or warranty, express or implied, as to the truth, accuracy or completeness of such Information or accepts any responsibility for any of such Information;
43. in connection with the Placing, Peel Hunt 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 Placing. Accordingly, references in this Announcement to Placing Shares being issued, offered or placed should be read as including any issue, offering or placement of such shares in the Company to Peel Hunt or any of its Affiliates acting in such capacity. In addition, Peel Hunt or any of its Affiliates may enter into financing arrangements and swaps with investors in connection with which Peel Hunt or any of its Affiliates may from time to time acquire, hold or dispose of such securities of the Company, including the New Ordinary Shares. Neither Peel Hunt nor any of its Affiliates intends to disclose the extent of any such investment or transactions otherwise than in accordance with any legal or regulatory obligation to do so;
44. it understands, and each account it represents has been advised that, (i) the New Ordinary 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 (ii) no representation has been made as to the availability of any exemption under the Securities Act or any relevant state or other jurisdiction’s securities laws for the reoffer, resale, pledge or transfer of the New Ordinary Shares;
45. the New Ordinary Shares are being offered and sold on behalf of the Company outside the United States in offshore transactions (as defined in Regulation S) pursuant to Regulation S under the Securities Act. It and the prospective beneficial owner of the New Ordinary Shares is, and at the time the New Ordinary Shares are subscribed for will be outside the United States and subscribing for the New Ordinary Shares in an “offshore transaction” as defined in, and in accordance with, Regulation S under the Securities Act.

The foregoing acknowledgements, agreements, undertakings, representations, warranties and confirmations are given for the benefit of each of the Company and Peel Hunt (for their own benefit and, where relevant, the benefit of their respective Affiliates and any person acting on their behalf) and are irrevocable.

The agreement to allot and issue New Ordinary Shares to Placees (or the persons for whom Placees are contracting as nominee or agent) free of UK stamp duty and UK stamp duty reserve tax relates only to their allotment and issue to Placees, or such persons as they nominate as their agents, direct

from the Company for the New Ordinary Shares in question. Neither the Company nor Peel Hunt will be responsible for any UK stamp duty or UK stamp duty reserve tax (including any interest, fines and penalties relating thereto) arising in relation to the New Ordinary Shares in any other circumstances.

Such agreement is subject to the representations, warranties and further terms above and also assumes, and is based on a warranty from each Placee, that the New Ordinary Shares are not being acquired in connection with arrangements to issue depositary receipts or to issue or transfer the New Ordinary Shares into a clearance service. Neither the Company nor Peel Hunt are liable to bear any stamp duty or stamp duty reserve tax or any other similar duties or taxes (including, without limitation, other stamp, issue, securities, transfer, registration, capital, or documentary duties or taxes) (“**transfer taxes**”) that arise (i) if there are any such arrangements (or if any such arrangements arise subsequent to the acquisition by Placees of New Ordinary Shares) or (ii) on a sale of New Ordinary Shares, or (iii) otherwise than under the laws of the United Kingdom. Each Placee to whom (or on behalf of whom, or in respect of the person for whom it is participating in the Fundraising as an agent or nominee) the allocation, allotment, issue or delivery of New Ordinary Shares has given rise to such transfer taxes undertakes to pay such transfer taxes forthwith, and agrees to indemnify on an after-tax basis and hold Peel Hunt and/or the Company and their respective Affiliates (as the case may be) harmless from any such transfer taxes, and all interest, fines or penalties in relation to such transfer taxes. Each Placee should, therefore, take its own advice as to whether any such transfer tax liability arises.

Each Placee, and any person acting on behalf of each Placee, acknowledges and agrees that Peel Hunt and/or any of its Affiliates may, at their absolute discretion, agree to become a Placee in respect of some or all of the New Ordinary Shares. Each Placee acknowledges and is aware that Peel Hunt is receiving a fee in connection with its role in respect of the Fundraising as detailed in the Placing Agreement.

When a Placee or person acting on behalf of the Placee is dealing with Peel Hunt any money held in an account with Peel Hunt on behalf of the Placee and/or any person acting on behalf of the Placee will not be treated as client money within the meaning of the rules and regulations of the FCA made under FSMA. The Placee acknowledges that the money will not be subject to the protections conferred by the client money rules; as a consequence, this money will not be segregated from Peel Hunt’s money in accordance with the client money rules and will be used by Peel Hunt in the course of its own business; and the Placee will rank only as a general creditor of Peel Hunt.

Time is of the essence as regards each Placee’s obligations under this Appendix.

Any document that is to be sent to it in connection with the Fundraising will be sent at its risk and may be sent to it at any address provided by it to Peel Hunt.

The rights and remedies of Peel Hunt and the Company under the terms and conditions set out in this Appendix are in addition to any rights and remedies which would otherwise be available to each of them and the exercise or partial exercise of one will not prevent the exercise of others.

Each Placee may be asked to disclose, in writing or orally to Peel Hunt: (a) if he or she is an individual, his or her nationality; or (ii) if he or she is a discretionary fund manager, the jurisdiction in which the funds are managed or owned.

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

All times and dates in this Announcement may be subject to amendment. Peel Hunt shall notify the Placees and any person acting on behalf of the Placees of any changes.

## Appendix 2

### Definitions

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

<b>Admission</b>	means admission of the New Ordinary Shares to the premium listing segment of the Official List and to trading on the London Stock Exchange's main market for listed securities;
<b>Affiliate</b>	has the meaning given in Rule 501(b) of Regulation D under the Securities Act or Rule 405 under the Securities Act, as applicable and, in the case of the Company, includes its subsidiary undertakings;
<b>Announcement</b>	means this announcement (including its Appendices);
<b>Bookbuild</b>	means the bookbuilding process to be commenced by Peel Hunt to use reasonable endeavours to procure Placees for the Placing Shares, as described in this Announcement and subject to the terms and conditions set out in this Announcement and the Placing Agreement;
<b>Broker Option</b>	the option granted by the Company to Peel Hunt to coordinate the receipt of expressions of interest for the Broker Option Shares, pursuant to the terms of the Placing Agreement;
<b>Broker Option Shares</b>	up to 830,000 new Ordinary Shares to be subscribed for by existing and other investors at the Placing Price, to the extent the Broker Option is exercised under the terms of the Placing Agreement;
<b>Closing Date</b>	means the day on which the transactions effected in connection with the Placing or the Broker Option will be settled;
<b>Company</b>	means Trifast plc;
<b>CREST</b>	means the relevant system (as defined in the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755)) in respect of which Euroclear is the Operator (as defined in such Regulations) in accordance with which securities may be held and transferred in uncertificated form;
<b>Euroclear</b>	means Euroclear UK & Ireland Limited, a company incorporated under the laws of England and Wales;
<b>FCA or Financial Conduct Authority</b>	means the UK Financial Conduct Authority;
<b>FSMA</b>	means the Financial Services and Markets Act 2000 (as amended);
<b>Fundraising</b>	means the Placing and the Broker Option;
<b>Group</b>	means the Company and its subsidiary undertakings;
<b>JerseyCo</b>	means Project Lavender Limited;
<b>Listing Rules</b>	means the rules and regulations made by the FCA under FSMA;
<b>London Stock Exchange</b>	means London Stock Exchange plc;

<b>MAR</b>	means the Market Abuse Regulation (EU) No.596/2014;
<b>Material Adverse Change</b>	has the meaning given to such term in the Placing Agreement;
<b>New Ordinary Shares</b>	means the Placing Shares and/or the Broker Option Shares (if any), as the context requires;
<b>Option Agreement</b>	means the option agreement entered into between the Company, Peel Hunt and JerseyCo on or about the date hereof;
<b>Ordinary Share</b>	means an ordinary share of 5 pence each in the capital of the Company;
<b>Peel Hunt</b>	means Peel Hunt LLP;
<b>Placee</b>	means each person who is invited to and who chooses to participate in the Placing and/or the Broker Option;
<b>Placing</b>	has the meaning given in paragraph 2 of this Announcement;
<b>Placing Agreement</b>	has the meaning given to it in Appendix 1 to this Announcement;
<b>Placing Documents</b>	means this Announcement and the Placing Results Announcement;
<b>Placing Price</b>	means the price per Ordinary Share at which the New Ordinary Shares are placed;
<b>Placing Results Announcement</b>	means the announcement published by the Company confirming the results of the Placing on a Regulatory Information Service immediately following the execution of the Placing Terms;
<b>Placing Shares</b>	has the meaning given in paragraph 2 of this Announcement;
<b>Placing Terms</b>	has the meaning given to it in Appendix 1 to this Announcement;
<b>Prospectus Regulation</b>	means the Prospectus Regulation (EU) 2017/1129;
<b>Regulation S</b>	means Regulation S promulgated under the Securities Act;
<b>Regulatory Information Service</b>	means any of the services set out in Appendix 3 of the Listing Rules;
<b>Relevant Person</b>	has the meaning given to it in Appendix 1 to this Announcement;
<b>Representative</b>	has the meaning given to it in Appendix 1 to this Announcement;
<b>Restricted Territory</b>	means the United States, Australia, Canada, Japan, Jersey or the Republic of South Africa;
<b>Securities Act</b>	means the U.S. Securities Act of 1933, as amended;
<b>Subscription and Transfer Agreement</b>	means the subscription and transfer agreement entered into between the Company, Peel Hunt and JerseyCo on or about the date hereof;
<b>subsidiary or subsidiary undertaking</b>	each have the meaning given to that term in the Companies Act 2006;

<b>uncertificated or in uncertificated form</b>	means in respect of a share or other security, where that share or other security is recorded on the relevant register of the share or security concerned as being held in uncertificated form in CREST and title to which may be transferred by means of CREST;
<b>United Kingdom or UK</b>	means the United Kingdom of Great Britain and Northern Ireland; and
<b>United States or US</b>	means the United States of America, its territories and possessions, any state of the United States of America, the District of Columbia and all other areas subject to its jurisdiction and any political sub-division thereof.

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