

**THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION FOR THE PURPOSES OF ARTICLE 7 OF EU REGULATION 596/2014 AND THE SOUTH AFRICAN FINANCIAL MARKETS ACT 2012.**

**THIS ANNOUNCEMENT (INCLUDING THE APPENDIX) AND THE INFORMATION CONTAINED HEREIN IS RESTRICTED AND IS NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, IN, INTO OR FROM THE UNITED STATES, CANADA, JAPAN, NEW ZEALAND, OR ANY OTHER JURISDICTION IN WHICH SUCH RELEASE, PUBLICATION OR DISTRIBUTION WOULD BE UNLAWFUL.**

**THE INFORMATION CONTAINED IN THIS ANNOUNCEMENT DOES NOT CONSTITUTE AN OFFERING OF SECURITIES FOR SALE IN THE UNITED STATES OF AMERICA AND NO SECURITIES HAVE BEEN OR WILL BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT 1933, AS AMENDED OR UNDER THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION IN THE UNITED STATES OF AMERICA.**

**INVESTORS ON THE SOUTH AFRICAN REGISTER FALLING WITHIN THE EXEMPTIONS SET OUT IN SECTION 96(1)(A) AND/OR (B) OF THE SOUTH AFRICAN COMPANIES ACT 71 OF 2008, AND TO WHOM AN OFFER IS SPECIFICALLY ADDRESSED AND BY WHOM ONLY THE OFFER WILL BE CAPABLE OF ACCEPTANCE, MAY PARTICIPATE IN THE PROPOSED FUNDRAISE SUBJECT TO ANY REQUIRED REGULATORY APPROVALS BEING OBTAINED. SETTLEMENT OF THEIR PLACING SHARES WILL BE FACILITATED BY RENAISSANCE.**

**THIS ANNOUNCEMENT MAY BE RELEASED, PUBLISHED OR DISTRIBUTED BY THE COMPANY FOR INFORMATION PURPOSES ONLY IN ACCORDANCE WITH ITS CONTINUOUS DISCLOSURE OBLIGATIONS UNDER APPLICABLE LAWS INCLUDING THE REQUIREMENTS OF THE JOHANNESBURG STOCK EXCHANGE AND THE AUSTRALIAN SECURITIES EXCHANGE.**

**For immediate release**

25 August 2020

**Kore Potash Plc**  
(**"Kore Potash"** or the **"Company"**)

**Proposed Fundraise to raise a minimum of US\$7 million**

Kore Potash, the potash exploration and development company whose flagship asset is the 97%-owned Sintoukola Potash Project ("**Kola**" or the "**Kola Project**"), located within the Republic of Congo ("**RoC**"), today announces its intention to raise a minimum of US\$7 million, before expenses, by way of a conditional placing (the "**Placing**") and direct subscriptions ("**Subscriptions**") of new ordinary shares ("**New Ordinary Shares**") in the Company at a price of 0.65p ("**Placing Price**") with certain eligible existing shareholders and new institutional and other investors. As set out below, the Company is also intending to enter into a Technical Services Agreement with Sociedad Quimica y Minera S.A. (the "**Technical Services Agreement**") and will issue new ordinary shares to satisfy the payment of the future technical services (the Placing, Subscriptions and Technical Services Agreement together being the "**Proposed Fundraise**").

Canaccord Genuity Limited ("**Canaccord**") and Shore Capital Stockbrokers Limited ("**Shore Capital**") are acting as joint bookrunners (the "**Joint Bookrunners**") in connection with the Placing. Rencap Securities (Pty) Limited ("**Renaissance**") is acting as the Company's settlement agent and JSE sponsor in South Africa.

**Highlights**

- The Company intends to raise a minimum of US\$7 million in the Proposed Fundraise.
- The conditional Placing is being conducted via an accelerated bookbuild (the "**Accelerated Bookbuild**"). The Accelerated Bookbuild will be launched immediately following this announcement and the Placing is subject to the terms and conditions set out in the appendix to this announcement. The timing of the closing of the book and allocations of New Ordinary Shares of the Placing ("**Placing Shares**") are at the absolute discretion of the Joint Bookrunners and the Company.
- The Company has received indications from a number of its largest existing shareholders and its Chairman, David Hathorn, that they intend to participate in the Proposed Fundraise.
- The Company is currently in a "closed period" that restricts Directors and their "related parties" from acquiring the Company's Ordinary Shares prior to the release of the Company's interim results for the half year period ended 30 June 2020. They have indicated their intention to participate in the Proposed Fundraise once the Company is out of a closed period for trading.
- The net proceeds of the Proposed Fundraise will allow the Company to complete the first phase of the Definitive Feasibility Study ("**DFS**") for the Dougou Extension ("**DX**") Sylvénite project, which will include the following:
  - Increase confidence in the mineral resource and potentially improve confidence in the ore reserve through drilling of up to 5 additional diamond drill holes
  - Improve understanding of the potash carrying capacity of the production brine
  - Restating the production target to include exploitation of 100% of the DX mineral resources
  - Restating the DX PFS economic modelling to incorporate the updated mineral resources, ore reserves and production target

- The Company is also proposing to enter into a conditional Technical Services Agreement with its major shareholder, Sociedad Quimica y Minera de Chile S.A. (“**SQM**”), for SQM to provide certain services to the Company in connection with the first phase of the DFS for a total value of US\$540,000 to be satisfied by the issue and allotment of new ordinary shares at the Placing Price on completion of the relevant services (the “**Deferred Technical Services Shares**”). The Company intends to enter into the Technical Services Agreement once it is out of its current “closed period”.
- The proposed intention to participate by certain directors and substantial shareholders as well as the entering into the proposed Technical Services Agreement is likely to constitute a related party transaction under AIM Rule 13.
- The Directors believe the net proceeds of the Proposed Fundraise will provide sufficient working capital for the Company to implement its strategy for the next 12 months.
- Completion of the Proposed Fundraise is subject to, inter alia, shareholder approval of certain resolutions to authorise the issue of new Ordinary Shares (“**Resolutions**”) which will be sought at a general meeting of the Company to be convened for that purpose (the “**General Meeting**”), details of which can be found below.
- Certain South African investors will be participating in the Subscriptions, and South African Reserve Bank approval has been granted. Settlement of their Placing Shares, if any, will be facilitated by Renaissance.
- The New Ordinary Shares will rank equally with the Company’s existing ordinary shares.

### **Company Highlights**

On 13 May 2020, the Company announced the results of the Dougou Extension (DX) Project Pre-Feasibility Study (“**DX PFS**”) for its flagship Dougou Extension Sylvinite project. The DX PFS has shown that developing DX is both the fastest route to production and a low capex, high return project in its own right. The Company believes DX is a world class project and the completion of the first phase of the DFS will further demonstrate this.

### **Details of Proposed Fundraise**

The Company is proposing to raise a minimum of US\$7 million (before expenses) through the issue of New Ordinary Shares at the Placing Price, and, once the Technical Services Agreement has been entered into and the relevant services have been completed, the issue of the relevant Deferred Technical Services Shares.

The Joint Bookrunners, as agents for the Company, have conditionally agreed to use their reasonable endeavours to place the Placing Shares at the Placing Price on the terms and subject to the conditions set out in a placing agreement entered into between the Company and the Joint Bookrunners on 25 August 2020 (“**Placing Agreement**”). The Appendix to this Announcement (which forms part of this announcement) sets out further information relating to the Accelerated Bookbuild, the Placing Agreement and the terms and conditions of the Placing.

The Placing and the Subscriptions are conditional, inter alia, upon:

- a) a minimum raise of US\$7 million;
- b) the passing of the Resolutions at the General Meeting;

- c) the Placing Agreement becoming or being declared unconditional in all respects and not having been terminated in accordance with its terms prior to Admission;
- d) release of the interim results for the half year period ended 30 June 2020;
- e) Admission becoming effective by no later than 8.00 a.m. on 21 September 2020 or such later time and/or date (being no later than 8.00 a.m. on 16 October 2020) as the Joint Bookrunners and the Company may agree.

The New Ordinary Shares will, when issued, be credited as fully paid and will rank pari passu in all respects with the existing issued Ordinary Shares. This includes the right to receive all dividends and other distributions declared or paid in respect of such Ordinary Shares after the date of issue of the New Ordinary Shares.

Application will be made to the London Stock Exchange for the New Ordinary Shares to be admitted to trading on AIM ("Admission"). It is expected that Admission will take place at 8.00 a.m. on 21 September 2020 (or such date as may be agreed between the Company and the Joint Bookrunners).

The Placing is being conducted subject to the terms and conditions set out in the Appendix (which forms part of this Announcement).

#### **Circular and notice of General Meeting**

A circular containing further details of the Proposed Fundraise and notice of a general meeting of the Company to, inter alia, pass the resolutions required to enable the Company to implement the Proposed Fundraise, is expected to be published and despatched to Shareholders as soon as reasonably practicable after the announcement of the results of the Fundraise, currently expected on or around 2 September 2020. Following its publication, the circular will be available on the Company's website at [www.korepotash.com](http://www.korepotash.com). Details of the time and date of the General Meeting will be contained in the notice of meeting.

The Company's securities will be in a trading halt on the Australian Securities Exchange ("ASX") while the Proposed Fundraise is conducted. Normal trading in the Company's securities on the ASX is expected to resume at the commencement of trading on Thursday, 27 August 2020 or such earlier time as the results of the Placing are announced to ASX.

## Expected Timetable of Principal Events

Announcement of the Proposed Fundraising	25 August 2020
Announcement of the results of the Proposed Fundraising	26 August 2020
Record date to determine which Shareholders on the JSE are entitled to receive the Circular	28 August 2020
Proposed posting of the Circular and the Form of Proxy	2 September 2020
Last day to trade on the JSE in order to be eligible to attend and vote at the General Meeting	11 September 2020
Latest time and date for receipt of Forms of Proxy and CREST voting instructions	10am (UK time)/11 am (South African time) 16 September 2020 or 5pm (Perth time) 15 September 2020
Record date to determine which Shareholders on the JSE are entitled to attend and vote at the General Meeting	16 September 2020
General Meeting	10am (UK time), 11 am (South African time) and 5pm (Perth time) 18 September 2020
Results of General Meeting announced	18 September 2020
Admission of the New Ordinary Shares to trading on AIM and the JSE and commencement of dealings	21 September 2020
Expected date for CREST accounts to be credited in respect of New Ordinary Shares in uncertificated form	21 September 2020
Where applicable, expected date for despatch of definitive share certificates for New Ordinary Shares in certificated form	23 September 2020

### Notes:

1. Each of the above times and/or dates is subject to change at the absolute discretion of the Company and the Joint Bookrunners. If any of the above times and/or dates should change, the revised times and/or dates will be announced through a Regulatory Information Service.
2. All of the above times refer to London time unless otherwise stated.

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**Market Abuse Regulation**

This announcement is released by Kore Potash plc and contains inside information for the purposes of the Market Abuse Regulation (EU) 596/2014 ("**MAR**") and is disclosed in accordance with the Company's obligations under Article 17 of MAR. The person who arranged for the release of this announcement on behalf of Kore Potash plc was Brad Sampson, Chief Executive Officer.

**Important Notices**

This announcement is for information purposes only and shall not constitute an offer to buy, sell, issue, or subscribe for, or the solicitation of an offer to buy, sell, issue, or subscribe for any securities, nor shall there be any sale of securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

The distribution of this announcement and the offering of the new Ordinary Shares in certain jurisdictions may be restricted by law. No action has been taken by the Company, Canaccord or Shore Capital that would permit an offering of such shares or possession or distribution of this announcement or any other offering or publicity material relating to such shares in any jurisdiction where action for that purpose is required. Persons into whose possession this announcement comes are required by the Company, Canaccord and Shore Capital to inform themselves about, and to observe such restrictions.

This announcement does not constitute an offer to sell or an invitation to subscribe for, or solicitation of an offer to subscribe for or buy any Ordinary Shares or other securities of the Company to any person in Australia. This announcement is not, and does not purport to be a document containing disclosures to investors for the purposes of Part 6D.2 of the Australian Corporations Act 2001 (Cth) and will not be filed with and has not been reviewed or approved by the Australian Securities and Investments Commission.

This announcement contains no "offer to the public" and does not constitute a "registered prospectus" as such expressions are defined in Chapter 4 of the South African Companies Act, 2008. This announcement does not constitute a pre-listing statement prepared in accordance with the Johannesburg Stock Exchange Listings Requirements.

This announcement is being issued by and is the sole responsibility of the Company. No representation or warranty, express or implied, is or will be made as to, or in relation to, and no responsibility or liability is or will be accepted by Canaccord, Shore Capital, nor any of their respective affiliates or agents (or any of their respective directors, officers, employees or advisers) for the contents of this announcement, or any other written or oral information made available to or publicly available to any interested party or its advisers, or any other statement made or purported to be made by or on behalf of any of Canaccord, Shore Capital or any of their respective affiliates in connection with the Company or the Proposed Fundraise and any responsibility therefor is expressly disclaimed. 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 any of Canaccord, Shore Capital, or any of their respective affiliates, agents, directors, officers or employees as to, or in relation to, the accuracy or completeness of this announcement or any other written or oral information made available to or publicly available to any interested party or its advisers, and any liability therefore is expressly disclaimed.

### **Forward-looking statements**

Certain statements, beliefs and opinions in this announcement are forward-looking, which reflect the Company's or, as appropriate, the Company's directors' current expectations and projections about future events. By their nature, forward-looking statements involve a number of risks, uncertainties and assumptions that could cause actual results or events to differ materially from those expressed or implied by the forward-looking statements. These risks, uncertainties and assumptions could adversely affect the outcome and financial effects of the plans and events described herein. Forward-looking statements contained in this announcement regarding past trends or activities should not be taken as a representation that such trends or activities will continue in the future. Except as required by applicable law or regulation, the Company does not undertake any obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. You should not place undue reliance on forward-looking statements, which speak only as of the date of this document.

## **Target Market Assessment**

Solely for the purposes of the product governance requirements contained within: (a) EU Directive 2014/65/EU on markets in financial instruments, as amended from time to time ("**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 they each are: (i) compatible with an end target market of retail investors and investors who meet the criteria of professional clients and eligible counterparties, each as defined in MiFID II; and (ii) eligible for distribution through all distribution channels as are permitted by MiFID II (the "**Target Market Assessment**"). Notwithstanding the Target Market Assessment, distributors should note that: (a) the price of the new Ordinary Shares may decline and investors could lose all or part of their investment; (b) the new Ordinary Shares offer no guaranteed income and no capital protection; and (c) 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, Canaccord and Shore Capital 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.

### **Further notices**

Canaccord is regulated by the Financial Conduct Authority ("**FCA**"), is acting exclusively for the Company and no one else in connection with the matters referred to in this announcement and will not be responsible to anyone other than the Company for providing the protections afforded to the customers of Canaccord or for providing advice in relation to the matters described in this announcement.

Shore Capital is regulated by the FCA, is acting exclusively for the Company and no one else in connection with the matters referred to in this announcement and will not be responsible to anyone other than the Company for providing the protections afforded to the customers of Shore Capital or for providing advice in relation to the matters described in this announcement.

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



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. Any investment decision to buy new Ordinary Shares in the Placing must be made on the basis of the terms and conditions set out in the Appendix to this announcement. The price of Ordinary 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.

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

## APPENDIX: TERMS AND CONDITIONS OF THE PLACING

THIS ANNOUNCEMENT, INCLUDING THE TERMS AND CONDITIONS SET OUT IN THIS APPENDIX (TOGETHER, THE “ANNOUNCEMENT”) AND THE INFORMATION IN IT IS RESTRICTED AND IS NOT FOR PUBLICATION, RELEASE OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, IN OR INTO THE UNITED STATES, AUSTRALIA, CANADA, JAPAN, OR THE REPUBLIC OF SOUTH AFRICA OR ANY OTHER JURISDICTION IN WHICH SUCH PUBLICATION OR DISTRIBUTION WOULD BE UNLAWFUL.

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

THIS ANNOUNCEMENT MAY BE RELEASED, PUBLISHED OR DISTRIBUTED BY THE COMPANY FOR INFORMATION PURPOSES ONLY IN ACCORDANCE WITH ITS CONTINUOUS DISCLOSURE OBLIGATIONS UNDER APPLICABLE LAWS INCLUDING THE REQUIREMENTS OF THE JOHANNESBURG STOCK EXCHANGE AND THE AUSTRALIAN SECURITIES EXCHANGE.

MEMBERS OF THE PUBLIC ARE NOT ELIGIBLE TO TAKE PART IN THE PLACING. IN THE UNITED KINGDOM, THIS ANNOUNCEMENT IS BEING DISTRIBUTED TO, AND IS DIRECTED ONLY AT QUALIFIED INVESTORS (AS DEFINED IN THE PROSPECTUS REGULATION ) WHO ARE (I) PERSONS HAVING PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO INVESTMENTS WHO FALL WITHIN THE DEFINITION OF “INVESTMENT PROFESSIONALS” IN ARTICLE 19(5) OF THE ORDER, OR (II) HIGH NET WORTH BODIES CORPORATE, UNINCORPORATED ASSOCIATIONS AND PARTNERSHIPS AND TRUSTEES OF HIGH VALUE TRUSTS AS DESCRIBED IN ARTICLE 49(2) OF THE ORDER AND PERSONS WITHIN THE UNITED KINGDOM WHO RECEIVE THIS ANNOUNCEMENT (OTHER THAN PERSONS FALLING WITHIN (I) AND (II) ABOVE) SHOULD NOT RELY ON OR ACT UPON THIS ANNOUNCEMENT.

In relation to each member state of the European Economic Area which has implemented the Prospectus Regulation (each, a “**Relevant Member State**”), no new Ordinary Shares have been offered, or will be offered, pursuant to the Placing to the public in that Relevant Member State prior to the publication of a prospectus in relation to the new Ordinary Shares which has been approved by the competent authority in that Relevant Member State, all in accordance with the Prospectus Regulation, except that offers of new Ordinary Shares to the public may be made at any time under the following exemptions under the Prospectus Regulation, if they are implemented in that Relevant Member State:

- A. to any legal entity which is a “qualified investor” (as defined in the Prospectus Regulation);
- B. to fewer than 150, or, if the Relevant Member State has not implemented the relevant provision of the Prospectus Regulation, 100 natural or legal persons (other than “qualified investors”) in such Relevant Member State; or
- C. in any other circumstances falling within Article 1(4) of the Prospectus Regulation,

provided that no such offer of new Ordinary Shares shall result in a requirement for the publication of a prospectus pursuant to Article 3 of the Prospectus Regulation or any measure implementing the Prospectus Regulation in a Relevant Member State and each person who initially acquires any new Ordinary Shares or to whom any offer is made under the Placing will be deemed to have represented, acknowledged and agreed that it is a “qualified investor” within the meaning of Article 2(e) of the Prospectus Regulation. For the purposes of this provision, the expression “an offer to the public” in relation to any offer of new Ordinary Shares in any Relevant Member State means a communication in any form and by any means presenting sufficient information on the terms of the offer and any new Ordinary Shares to be offered so as to enable an investor to decide to purchase or subscribe for the new Ordinary Shares, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Regulation in that Relevant Member State and the expression the “**Prospectus Regulation**” means Regulation 2017/1129, to the extent implemented in the Relevant Member State and includes any relevant implementing measure in each Relevant Member State.

Persons who seek to participate in the Placing must inform themselves about and observe any such restrictions and must be persons who are able to lawfully receive this Announcement in their jurisdiction (all such persons being “**Relevant Persons**”). Prospective investors must inform themselves as to: (a) the legal requirements within their own countries for the purchase, holding, transfer, redemption or other disposal of the Ordinary Shares; (b) any foreign exchange restrictions applicable to the purchase,

holding, transfer, redemption or other disposal of the Ordinary Shares which they might encounter; and (c) the income and other tax consequences which may apply in their own countries as a result of the purchase, holding, transfer, redemption or other disposal of the Ordinary Shares. This Announcement does not constitute an offer to sell, or the solicitation of an offer to acquire or subscribe for, Ordinary Shares in any jurisdiction where such offer or solicitation is unlawful or would impose any unfulfilled registration, qualification, publication or approval requirements on the Company, Canaccord Genuity or Shore Capital. The offer and sale of Ordinary Shares has not been and will not be registered under the applicable securities laws of the United States of America, Canada, Australia, South Africa, the Republic of Ireland or Japan. Subject to certain exemptions, the Ordinary Shares may not be offered to or sold within United States of America, Canada, Australia, South Africa, the Republic of Ireland or Japan or to any national, resident or citizen of the United States of America, Canada, Australia, South Africa, the Republic of Ireland or Japan.

The Ordinary Shares have not been, and will not be, registered under the United States Securities Act of 1933 ("**US Securities Act**"), or the securities laws of any other jurisdiction of the United States. The Ordinary Shares may not be offered or sold, directly or indirectly, in or into the United States (except pursuant to an exemption from, or a transaction not subject to, the registration requirements of the US Securities Act). No public offering of the Ordinary Shares is being made in the United States. The Ordinary Shares are being offered and sold only outside the United States in "offshore transactions" within the meaning of, and in reliance on, Regulation S under the US Securities Act ("**Regulation S**"). The Ordinary Shares have not been approved or disapproved by the United States Securities and Exchange Commission, any state securities commission in the United States or any other regulatory authority in the United States, nor have any of the foregoing authorities passed on or endorsed the merits of the Placing or the accuracy or adequacy of the information contained in this Announcement (including the Appendix). Any representation to the contrary is a criminal offence in the United States.

The relevant clearances have not been, nor will they be, obtained from the securities commission of any province or territory of Canada; no prospectus has been lodged with or registered by the Australian Securities and Investments Commission or the Japanese Ministry of Finance or the South African Reserve Bank; and the Placing Shares have not been, nor will they be, registered under or offered in compliance with the securities laws of any state, province or territory of Australia, Canada, Japan or the Republic of South Africa. Accordingly, the Placing Shares may not (unless an exemption under the relevant securities laws is applicable) be offered, sold, resold or delivered, directly or indirectly, in or into Australia, Canada, Japan or the Republic of South Africa or any other jurisdiction outside the United Kingdom.

This announcement does not constitute an offer to sell or an invitation to subscribe for, or solicitation of an offer to subscribe for or buy any Ordinary Shares or other securities of the Company to any person in Australia. This announcement is not, and does not purport to be a document containing disclosures to investors for the purposes of Part 6D.2 of the Australian Corporations Act 2001 (Cth) ("**Corporations Act**") and will not be filed with and has not been reviewed or approved by the Australian Securities and Investments Commission.

This document does not constitute an offer to sell or an invitation to subscribe for, or solicitation of an offer to subscribe for or buy, Ordinary Shares to any person in Australia. Any offer in Australia of the Ordinary Shares may only be made to persons (the "**Exempt Investors**") who are "sophisticated investors" (within the meaning of section 708(8) of the Corporations Act), "professional investors" (within the meaning of section 708(11) of the Corporations Act) or otherwise pursuant to one or more exemptions contained in section 708 of the Corporations Act so that it is lawful to offer the ordinary shares without disclosure to investors under Chapter 6D of the Corporations Act.

The Ordinary Shares applied for by Exempt Investors in Australia must not be offered for sale in Australia in the period of 12 months after the date of allotment under the offering, except in circumstances where disclosure to investors under Chapter 6D of the Corporations Act would not be required pursuant to an exemption under section 708 of the Corporations Act or otherwise or where the offer is pursuant to a disclosure document which complies with Chapter 6D of the Corporations Act. Any person acquiring Ordinary Shares must observe such Australian on-sale restrictions.

This Announcement applies to persons who are invited to and who choose to participate in the Placing, by making an oral or written offer to subscribe for Placing Shares to Canaccord Genuity and Shore Capital, who are acting for and on behalf of the Company (each a “Placee”). Each Placee hereby agrees with Canaccord Genuity and Shore Capital to be legally and irrevocably bound by the terms and conditions set out in this Appendix, which will be the terms and conditions on which the Placing Shares will be acquired in the Placing. Each Placee will be deemed to have read and understood this Announcement and to be providing the warranties, representations, acknowledgements and undertakings contained in this Announcement.

This Announcement must not be acted on or relied on by persons who are not Relevant Persons. Any investment or investment activity to which this Announcement relates is available only to Relevant Persons and will be engaged in only with Relevant Persons.

As detailed in the body of this Announcement, the Company is also conducting direct subscriptions for new ordinary shares in the Company (“**Subscription Shares**”) which will be issued at the Placing Price to certain eligible existing and new investors (the “**Subscriptions**”).

### **Terms of the Placing**

Canaccord Genuity and Shore Capital have entered into the Placing Agreement with the Company under which Canaccord Genuity and Shore Capital have conditionally agreed on the terms and subject to the conditions set out therein, as joint agents for the Company, to use their respective reasonable endeavours to place the Placing Shares at the Placing Price with certain institutional investors. The Placing is not being underwritten by Canaccord Genuity, Shore Capital or any other person.

The number of Placing Shares to be issued at the Placing Price will be determined following completion of the Accelerated Book Build as set out in this Announcement.

The Placing Shares 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 (if any) declared, made or paid on or in respect of the Existing Ordinary Shares after the date of issue of the Placing Shares. The Placing is conditional, inter alia, on the passing of the resolutions at the General Meeting.

### **Accelerated Book Build**

Canaccord Genuity and Shore Capital will today commence an Accelerated Book Building process in respect to the Placing to determine demand for participation in the Placing by any Placees at the Placing Price. This Appendix gives details of the terms and conditions of, and the mechanics of participation in, the Accelerated Book Build. No commissions will be paid to Placees or by Placees in respect of any Placing Shares.

Canaccord Genuity, Shore Capital and the Company shall be entitled to effect the Placing (in whole or in part) by such alternative method to the Accelerated Book Build as they may, in their sole discretion, determine.

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

1. Canaccord Genuity and Shore Capital are acting as joint bookrunners to the Placing, both as agents for and on behalf of the Company. Canaccord Genuity and Shore Capital are regulated by the FCA. Both Canaccord Genuity and Shore Capital are acting exclusively for the Company and no one else in connection with the matters referred to in this Announcement and will not be responsible to anyone other than the Company for providing the protections afforded to the customers of Canaccord Genuity and Shore Capital respectively or for providing advice in relation to the matters described in this Announcement.
2. Canaccord Genuity and Shore Capital are arranging the Accelerated Book Build and Placing as agents of the Company.
3. Participation in the Accelerated Book Build and Placing will only be available to persons who may lawfully be, and are, invited to participate by Canaccord Genuity and Shore Capital. Canaccord Genuity, Shore Capital and their respective affiliates are entitled to enter bids in the Accelerated Book Build as principal.

4. The Accelerated Book Build will establish the number of Placing Shares to be issued at the Placing Price, which will be agreed between Canaccord Genuity, Shore Capital and the Company following completion of the Accelerated Book Build. The number of Placing Shares will be announced on a Regulatory Information Service following the completion of the Accelerated Book Build.
5. To bid in the Accelerated Book Build, prospective Placees should communicate their bid by telephone to their usual sales contact at Canaccord Genuity and Shore Capital. Each bid should state the number of Placing Shares which the prospective Placee wishes to subscribe for at the Placing Price. Bids may be scaled down by Canaccord Genuity and Shore Capital on the basis referred to paragraph 9 below.
6. The Accelerated Book Build is expected to close no later than 5.00pm (London) on 26 August 2020 but may be closed earlier or later at the discretion of the Company, Canaccord Genuity and Shore Capital. Canaccord Genuity and Shore Capital may, in agreement with the Company, accept bids that are received after the Accelerated Book Build has closed.
7. Each Placee's allocation will be confirmed to Placees orally, or by email, by either Canaccord Genuity and Shore Capital, as appropriate, whom they will contact following the close of the Accelerated Book Build and a trade confirmation or contract note will be dispatched on or around 11 September 2020 (or such later date, being the business day immediately before the General Meeting). An oral or emailed 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 Canaccord Genuity and Shore Capital and the Company, under which it agrees to subscribe for the number of Placing Shares allocated to it at the Placing Price on the terms and conditions set out in this Appendix (which are deemed to be incorporated in such trade confirmation or contract note) and in accordance with the Company's Articles of Association.
8. Subject to paragraphs 5 and 6 above, Canaccord Genuity and Shore Capital may choose to accept or reject bids, either in whole or in part, on the basis of allocations determined at its discretion (in consultation with the Company) and may scale down any bids for this purpose on such basis as they may determine. Canaccord Genuity and Shore Capital may also, notwithstanding paragraphs 5 and 6 above: (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 Accelerated Book Build has closed to any person submitting a bid after that time.
9. A bid in the Accelerated Book Build will be made on the terms and subject to the conditions in this Announcement and will be legally binding on the Placee on behalf of which it is made and, except with the consent of Canaccord Genuity and Shore Capital, 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 Canaccord Genuity and Shore Capital to pay to Canaccord Genuity and Shore Capital (or as each of them may direct) in cleared funds an amount equal to the product of the Placing Price and the number of Placing Shares for which such Placee has agreed to subscribe. Each Placee's obligations will be owed to Canaccord Genuity and Shore Capital.
10. Except as required by law or regulation, no press release or other announcement will be made by Canaccord Genuity, Shore Capital or the Company using the name of any Placee (or its agent), in its capacity as Placee (or agent), other than with such Placee's prior written consent.
11. Irrespective of the time at which a Placee's allocation pursuant to the Placing is confirmed, settlement for all Placing Shares to be acquired pursuant to the Placing will be required to be made at the same time, on the basis explained below under "**Settlement**".
12. All obligations under the Accelerated Book Build and Placing will be subject to fulfilment of the conditions referred to below under "**Conditions of the Placing**" and to the Placing not being terminated on the basis referred to below under "**Right to terminate under the Placing Agreement**".

13. By participating in the Accelerated Book Build, each Placee agrees that its rights and obligations in respect of the Placing will terminate only in the circumstances described below and will not be capable of rescission or termination by the Placee.
14. To the fullest extent permissible by law and the applicable rules of the FCA, neither Canaccord Genuity, Shore Capital nor any of their respective affiliates shall have any liability to Placees (or to any other person whether acting on behalf of a Placee or otherwise whether or not a recipient of this Announcement) in respect of the Placing. Each Placee acknowledges and agrees that the Company is responsible for the allotment of the Placing Shares to the Placees and compliance with all applicable laws and regulations of the United Kingdom, Australia and South Africa in effecting the Placing and that neither Canaccord Genuity nor Shore Capital shall have any liability to the Placees for the failure of the Company to fulfil those obligations or for any breaches of such laws and regulations. In particular, neither Canaccord Genuity nor Shore Capital nor any of their respective affiliates shall have any liability (including to the extent permissible by law, any fiduciary duties) in respect of Canaccord Genuity's or Shore Capital's conduct of the Accelerated Book Build or of such alternative method of effecting the Placing (in whole or in part) as Canaccord Genuity, Shore Capital and the Company may agree.

### **Conditions of the Placing**

Completion of the Placing is in all respects conditional upon, *inter alia*:

- (a) a minimum fundraise of US\$7 million having been raised;
- (b) the Placing Agreement becoming unconditional in all respects and not having been terminated in accordance with its terms;
- (c) none of the warranties or undertakings in the Placing Agreement being untrue, inaccurate or misleading;
- (d) release of the interim results for the half year period ended 30 June 2020 on or before 11 September 2020;
- (e) the passing of the resolutions at the general meeting which are necessary for the Company to implement the Placing;
- (f) admission of the Placing Shares and Subscription Shares having become effective by no later than 8.00 a.m. (London time) on 21 September 2020 or such later time and/or date as the Company, Canaccord Genuity and Shore Capital may agree, but in any event being no later than 8.00 a.m. on 16 October 2020 ("**Admission**").

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

The Placing Agreement contains certain warranties and indemnities from the Company, in each case for the benefit of Canaccord Genuity and Shore Capital.

Canaccord Genuity and Shore Capital may, in their absolute discretion, at any time before Admission, terminate their obligations under the Placing Agreement by giving notice to the Company in certain circumstances, including, *inter alia*:

- (a) a breach of the warranties given by the Company in the Placing Agreement; or
- (b) a material breach by the Company of any of its obligations under the Placing Agreement; or
- (c) in Canaccord Genuity's and Shore Capital's opinion, there has been a specified event or material adverse change in the financial position and/or prospects of the Group; or
- (d) the occurrence of a force majeure event (including a significant and adverse worsening of the situation relating to Covid-19 in the United Kingdom) which, in the opinion of Canaccord Genuity and Shore Capital, will or is likely to be prejudicial to the Group or the Placing.

Canaccord Genuity may also terminate the Placing Agreement if, in its capacity as nominated adviser to the Company, the completion of the Placing or Admission would be in breach of the AIM Rules.

Following Admission, the Placing Agreement is not capable of termination to the extent that it relates to the Placing of the Placing Shares. The rights and obligations of the Placees shall terminate only in the circumstances described in this Announcement and will not be subject to termination by the Placee or any prospective Placee at any time or in any circumstances. By participating in the Placing, Placees agree that the exercise by Canaccord Genuity and Shore Capital of any right of termination or other discretion under the Placing Agreement shall be within the absolute discretion of Canaccord Genuity and Shore Capital, and that they need not make any reference to Placees and that they shall have no liability to Placees whatsoever in connection with any such exercise.

If (i) any of the conditions in the Placing Agreement are not satisfied (or, where relevant, waived) or (ii) the Placing Agreement is terminated, or (iii) the Placing Agreement does not otherwise become unconditional in all respects, the Placing will not proceed and all funds delivered by Placees to Canaccord Genuity or Shore Capital will be returned to Placees at their risk without interest, and Placee's rights and obligations hereunder shall cease and determine at such time and no claim shall be made by Placee's in respect thereof.

None of the Company, Canaccord Genuity or Shore Capital owes any fiduciary duty to any Placee in respect of the representations, warranties, undertakings or indemnities in the Placing Agreement.

### **Settlement**

On or before 11 September 2020 (or such later date, being the business day immediately before the General Meeting), each Placee allocated Placing Shares in the Placing will be sent a trade confirmation or contract note in accordance with the standing arrangements in place with Canaccord Genuity or Shore Capital, stating the number of Placing Shares allocated to it at the Placing Price, the aggregate amount owed by such Placee to Canaccord Genuity or Shore Capital (in GBP) and settlement instructions. Each Placee agrees that it will do all things necessary to ensure that delivery and payment is completed in accordance with either the standing CREST or certificated settlement instructions that it has in place with either Canaccord Genuity or Shore Capital, as appropriate.

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

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

Insofar as Placing Shares are registered in a Placee's name or that of its nominee or in the name of any person for whom a Placee is contracting as agent or that of a nominee for such person, such Placing Shares should, subject as provided below, be so registered free from any liability to UK stamp duty or stamp duty reserve tax or securities transfer tax. Placees will not be entitled to receive any fee or commission in connection with the Placing

### **Further Terms, Confirmations and Warranties relative to the Placing**

By participating in the Placing, each Placee (and any person acting on their behalf) makes the following confirmations, acknowledgements, warranties and/or undertakings to each of Canaccord Genuity, Shore Capital and the Company and their respective directors, agents and advisers:

1. it represents and warrants that it has read and understood this Announcement, including the Appendix, in its entirety and that its subscription for Placing Shares is subject to and based upon all the terms, conditions, representations, warranties, acknowledgements, agreements and undertakings and other information contained herein and undertakes not to redistribute or duplicate this Announcement;
2. it acknowledges that no offering document, admission document or prospectus has been prepared in connection with the Placing and represents and warrants that it has not received and will not receive a prospectus, admission document or other offering document in connection therewith;
3. it acknowledges that the Existing Ordinary Shares are admitted to trading on AIM, the Australian Securities Exchange (in the form of CHESS Depository Interests) and the Johannesburg Stock Exchange, and the Company is therefore required to publish certain business and financial information in accordance with the continuous disclosure requirements for companies with securities admitted to trading on those exchanges, including (without limitation), the AIM Rules, Market Abuse Regulation (EU) Regulation 596/2014 ("**MAR**"), the ASX Listing Rules and the JSE Listings Requirements (all such information published by the Company being, collectively, the "**Exchange Information**");
4. it acknowledges that none of Canaccord Genuity, Shore Capital nor the Company, nor any of their respective affiliates or any person acting on behalf of any of them nor anyone else has provided, and will not provide it, with any material regarding the Placing Shares or the Company other than this Announcement; nor has it requested any of Canaccord Genuity, Shore Capital or the Company, any of their respective affiliates or any person acting on behalf of any of them nor anyone else to provide it with any such information;
5. it acknowledges that the content of this Announcement is exclusively the responsibility of the Company, and that none of Canaccord Genuity, Shore Capital, their respective affiliates or any person acting on behalf of any of them nor anyone else has or shall have any liability for any information, representation or statement contained in this Announcement or any information previously or concurrently published by or on behalf of the Company, and will not be liable for any Placee's decision to participate in the Placing based on any information, representation or statement contained in this Announcement or otherwise. Each Placee further represents, warrants and agrees that the only information on which it is entitled to rely and on which such Placee has relied in committing itself to acquire the Placing Shares is contained in this Announcement and any Exchange Information, such information being all that it deems necessary to make an investment decision in respect of the Placing Shares and that it has neither received nor relied on any other information given or representations, warranties or statements made by any of Canaccord Genuity, Shore Capital or the Company nor anyone else, or, if received, it has not relied upon any such information, representations, warranties or statements (including any management presentation that may have been received by any prospective Placee) and neither Canaccord Genuity, Shore Capital nor the Company nor anyone else will be liable for any Placee's decision to accept an invitation to participate in the Placing based on any other information, representation, warranty or statement. Each Placee further acknowledges and agrees that it has relied solely on its own investigation of the business, financial or other position of the Company in deciding to participate in the Placing and it will not rely on any investigation that Canaccord Genuity, Shore Capital, their respective affiliates or any person acting on behalf of any of them or anyone else has or may have conducted;
6. it acknowledges that none of Canaccord Genuity, Shore Capital, their respective affiliates or any person acting on behalf of any of them has or shall have any liability for the Exchange Information, any publicly available or filed information or any representation relating to the Company, provided that nothing in this paragraph excludes the liability of any person for fraudulent misrepresentation made by that person;
7. it represents and warrants that it is acquiring the Placing Shares in an "offshore transaction" as defined in and pursuant Regulation S under the Securities Act;



8. it acknowledges that it is acquiring the Placing Shares for its own account or for one or more accounts for which, in each case, it exercises sole investment discretion, for investment purposes and not with a view to any distribution or for resale in connection with, the distribution thereof in whole or in part, in the United States and that it has full power to make the acknowledgements, representations and agreements herein on behalf of each such account;
9. it acknowledges that the Placing Shares have not been and will not be registered under the Securities Act or with any state or other jurisdiction of the United States, nor approved or disapproved by the US Securities and Exchange Commission, any state securities commission in the United States or any other United States regulatory authority, and agrees not to reoffer, resell, pledge or otherwise transfer the Placing Shares except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act;
10. unless otherwise specifically agreed in writing with Canaccord Genuity and Shore Capital, it represents and warrants that neither it nor the beneficial owner of such Placing Shares will be a national or resident of the United States, Australia, Canada, Japan or the Republic of South Africa, and that it will not offer, sell, renounce, transfer or deliver, directly or indirectly, any of the Placing Shares in United States, Australia, Canada, Japan or the Republic of South Africa or to or for the benefit of any person resident in United States, Australia, Canada, Japan or the Republic of South Africa;
11. it acknowledges that the Placing Shares have not been and will not be registered under the securities legislation of the United States, Australia, Canada, Japan or the Republic of South Africa and, subject to certain exceptions, may not be offered, sold, taken up, renounced or delivered or transferred, directly or indirectly, within those jurisdictions;
12. it represents and warrants that the issue to it, or the person specified by it for registration as holder, of Placing 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) and that the Placing Shares are not being acquired in connection with arrangements to issue depository receipts or to transfer Placing Shares into a clearance system;
13. it represents and warrants that: (i) it has complied with its obligations in connection with money laundering and terrorist financing under the Proceeds of Crime Act 2002, the Terrorism Act 2000 (as amended), the Terrorism Act 2006 and the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and (ii) it is not a person: (a) with whom transactions are prohibited under the Foreign Corrupt Practices Act of 1977 or any economic sanction programmes administered by, or regulations promulgated by, the Office of Foreign Assets Control of the U.S. Department of the Treasury; (b) named on the Consolidated List of Financial Sanctions Targets maintained by HM Treasury of the United Kingdom; or (c) subject to financial sanctions imposed pursuant to a regulation of the European Union or a regulation adopted by the United Nations (together, the **Regulations**); and, if making payment on behalf of a third party, that satisfactory evidence has been obtained and recorded by it to verify the identity of the third party as required by the Regulations and, if making payment on behalf of a third party, that satisfactory evidence has been obtained and recorded by it to verify the identity of the third party as required by the Regulations and has obtained all governmental and other consents (if any) which may be required for the purpose of, or as a consequence of, such purchase, and it will provide promptly to Canaccord Genuity and Shore Capital such evidence, if any, as to the identity or location or legal status of any person which Canaccord Genuity and Shore Capital may request from it in connection with the Placing (for the purpose of complying with such Regulations or ascertaining the nationality of any person or the jurisdiction(s) to which any person is subject or otherwise) in the form and manner requested by Canaccord Genuity and Shore Capital on the basis that any failure by it to do so may result in the number of Placing Shares that are to be purchased by it or at its direction pursuant to the Placing being reduced to such number, or to nil, as Canaccord Genuity and Shore Capital may decide at its sole discretion;

14. it represents and warrants that, to the extent it has received any inside information (for the purposes of the ("MAR") and section 56 of the Criminal Justice Act 1993) in relation to the Company and its securities, it has not: (a) dealt (or attempted to deal) in the securities of the Company; (b) encouraged, recommended or induced another person to deal in the securities of the Company; or (c) unlawfully disclosed inside information to any person, prior to the information being made publicly available;
15. it acknowledges that it has consented to receive information in respect of securities of the Company and other price-affected securities (as defined in FSMA) which makes it an "insider" for the purposes of Part V of FSMA and MAR, and it agrees not to deal in any securities of the Company until such time as the inside information (as defined in FSMA) of which it has been made aware has been made public for purposes of FSMA or it has been notified by Canaccord Genuity, Shore Capital or the Company that the proposed Placing will not proceed and any unpublished price sensitive information of which it is aware has been publicly announced, and, other than in respect of its knowledge of the proposed Placing, it has neither received nor relied on any confidential price sensitive information concerning the Company or the Placing Shares;
16. if a financial intermediary, as that term is used in Article 1(4) of the Prospectus Regulation, it represents and warrants that the Placing Shares purchased by it in the Placing will not be acquired on a non-discretionary basis on behalf of, nor will they be acquired with a view to their offer or resale to, persons in a Member State of the European Economic Area which has implemented the Prospectus Regulation other than Qualified Investors, or in circumstances in which the prior consent of Canaccord Genuity and Shore Capital has been given to the offer or resale;
17. it represents and warrants that it has not offered or sold and, prior to the expiry of a period of six (6) months from Admission, will not offer or sell any Placing Shares to persons in the United Kingdom, except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their business or otherwise in circumstances which have not resulted and which will not result in an offer to the public in the United Kingdom within the meaning of section 85(1) of the Financial Services and Markets Act 2000 (**FSMA**);
18. it represents and warrants that it has not offered or sold and will not offer or sell any Placing Shares to persons in the European Economic Area prior to Admission except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their business or otherwise in circumstances which have not resulted in and which will not result in an offer to the public in any member state of the European Economic Area within the meaning of the Prospectus Regulation;
19. it represents and warrants that it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) relating to the Placing Shares in circumstances which do not require the approval of the communication by an authorised person under section 21(1) of the FSMA;
20. it represents and warrants that it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Placing Shares in, from or otherwise involving, the United Kingdom;
21. if in a Member State of the European Economic Area, unless otherwise specifically agreed with Canaccord Genuity and Shore Capital in writing, it represents and warrants that it is a Qualified Investor within the meaning of the Prospectus Regulation;
22. if in the United Kingdom, it represents and warrants that it is a person: (i) who is an investment professionals within the meaning of Article 19(5) of the Order; (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 be lawfully communicated;

23. if in Australia, it is a "wholesale investor" being a sophisticated or experienced investor meeting the criteria in sections 708(8) or (10) of the Australian Corporations Act 2001 (the "**Corporations Act**") or a "professional investor" (in each case as defined in the Corporations Act) or does not otherwise require disclosure pursuant to one or more exemptions contained in section 708 of the Corporations Act so that it is lawful to offer the Placing Shares without disclosure to investors under Chapter 6D of the Corporations Act;
24. it is not acquiring the Placing Shares for the purposes of selling or transferring them, or granting, issuing or transferring interests in, or options or warrants over, them, within Australia within the period of 12 months after the date of allotment except in circumstances where disclosure to investors under Chapter 6D of the Corporations Act would not be required pursuant to an exemption under section 708 of the Corporations Act or otherwise or where the offer is pursuant to a disclosure document which complies with Chapter 6D of the Corporations Act;
25. it represents and warrants that it and any person acting on its behalf is entitled to acquire the Placing Shares under the laws of all relevant jurisdictions and that it has all necessary capacity and has obtained all necessary consents and authorities and taken any other necessary actions to enable it to commit to this participation in the Placing and to perform its obligations in relation thereto (including, without limitation, in the case of any person on whose behalf it is acting, all necessary consents and authorities to agree to the terms set out or referred to in this Announcement) and will honour such obligations;
26. where it is acquiring Placing Shares for one or more managed accounts, it represents and warrants that it is authorised in writing by each managed account: (a) to acquire the Placing Shares for each managed account; (b) to make on its behalf the representations, warranties, acknowledgements, undertakings and agreements in this Announcement of which it forms part; and (c) to receive on its behalf any investment letter relating to the Placing in the form provided to it by Canaccord Genuity and Shore Capital;
27. it undertakes that it (and any person acting on its behalf) will make payment for the Placing Shares allocated to it in accordance with this Announcement on the due time and date set out herein, failing which the relevant Placing Shares may be placed with other subscribers or sold as Canaccord Genuity and Shore Capital may in their sole discretion determine and without liability to such Placee and it will remain liable for any shortfall below the net proceeds of such sale and the placing proceeds of such Placing Shares and may be required to bear the liability for any stamp duty or stamp duty reserve tax or security transfer tax (together with any interest or penalties due pursuant to or referred to in these terms and conditions) which may arise upon the placing or sale of such Placee's Placing Shares on its behalf;
28. it acknowledges that none of Canaccord Genuity, Shore Capital, their respective affiliates, or any person acting on behalf of any of them, is making any recommendations to it, advising it regarding the suitability of any transactions it may enter into in connection with the Placing and that participation in the Placing is on the basis that it is not and will not be treated for these purposes as a client of Canaccord Genuity or Shore Capital and that neither Canaccord Genuity nor Shore Capital has any duties or responsibilities to it for providing the protections afforded to their clients or customers or for providing advice in relation to the Placing nor in respect of any representations, warranties, undertakings or indemnities contained in the Placing Agreement nor for the exercise or performance of any of its rights and obligations thereunder including any rights to waive or vary any conditions or exercise any termination right;
29. it undertakes that the person whom it specifies for registration as the holder of the Placing Shares will be (i) itself or (ii) its nominee, as the case may be. Neither Canaccord Genuity, Shore Capital nor the Company will be responsible for any liability to stamp duty or stamp duty reserve tax resulting from a failure to observe this requirement. Each Placee and any person acting on behalf of such Placee agrees to participate in the Placing and it agrees to indemnify the Company, Canaccord Genuity and Shore Capital in respect of the same on the basis that the Placing Shares will be allotted to the CREST stock account of Canaccord Genuity or Shore Capital who will hold them as nominee on behalf of such Placee until settlement in accordance with its standing settlement instructions;

30. it acknowledges that these terms and conditions and any agreements entered into by it pursuant to these terms and conditions shall be governed by and construed in accordance with the laws of England and Wales and it submits (on behalf of itself and on behalf of any person on whose behalf it is acting) to the exclusive jurisdiction of the English courts as regards any claim, dispute or matter arising out of any such contract, except that enforcement proceedings in respect of the obligation to make payment for the Placing Shares (together with any interest chargeable thereon) may be taken by the Company, Canaccord Genuity or Shore Capital 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;
31. it acknowledges that time shall be of the essence as regards to obligations pursuant to this Appendix to the Announcement;
32. it agrees it will be bound by the terms of the Company's Articles of Association;
33. it agrees that the Company, Canaccord Genuity, Shore Capital and their respective affiliates and others will rely upon the truth and accuracy of the foregoing representations, warranties, acknowledgements and undertakings which are given to Canaccord Genuity and Shore Capital on their own behalf and on behalf of the Company and are irrevocable and are irrevocably authorised to produce this Announcement or a copy thereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby;
34. it agrees to indemnify on an after-tax basis and hold the Company, Canaccord Genuity, Shore Capital and their respective affiliates harmless from any and all costs, claims, liabilities and expenses (including legal fees and expenses) arising out of or in connection with any breach of the representations, warranties, acknowledgements, agreements and undertakings in this Announcement and further agrees that the provisions of this Announcement shall survive after completion of the Placing;
35. it acknowledges that no action has been or will be taken by any of the Company, Canaccord Genuity, Shore Capital or any person acting on behalf of the Company, Canaccord Genuity or Shore Capital that would, or is intended to, permit a public offer of the Placing Shares in any country or jurisdiction where any such action for that purpose is required;
36. it acknowledges that it is an institution that has knowledge and experience in financial, business and international investment matters as is required to evaluate the merits and risks of subscribing for the Placing Shares. It further acknowledges that it is experienced in investing in securities of this nature and is aware that it may be required to bear, and it, and any accounts for which it may be acting, are able to bear, the economic risk of, and is able to sustain, a complete loss in connection with the Placing. It has relied upon its own examination and due diligence of the Company and its associates taken as a whole, and the terms of the Placing, including the merits and risks involved; and
37. it acknowledges that its commitment to subscribe for Placing Shares on the terms set out herein and in the trade confirmation or contract note will continue notwithstanding any amendment that may in future be made to the terms of the Placing and that Placees will have no right to be consulted or require that their consent be obtained with respect to the Company's conduct of the Placing.

The representations, warranties, acknowledgments and undertakings contained in this Announcement are given to each of Canaccord Genuity and Shore Capital for itself and on behalf of the Company and are irrevocable.

The agreement to settle a Placee's subscription (and/or the subscription of a person for whom such Placee is contracting as agent) free of stamp duty and stamp duty reserve tax depends on the settlement relating only to a subscription by it and/or such person direct from the Company for the Placing Shares in question. Such agreement assumes that the Placing Shares are not being subscribed for in connection with arrangements to issue depositary receipts or to transfer the Placing Shares into a clearance service. If there are any such arrangements, or the settlement relates to any other subsequent dealing in the Placing Shares, stamp duty or stamp duty reserve tax may be payable, for which neither the Company, Canaccord Genuity nor Shore Capital will be responsible, and the Placee to whom (or on behalf of whom, or in respect of the person for whom it is participating in the Placing as an agent or nominee) the allocation, allotment, issue or delivery of Placing Shares has given rise to such UK stamp duty or stamp duty reserve tax undertakes to pay such UK stamp duty or stamp duty reserve tax forthwith and to indemnify on an after-tax basis and to hold harmless the Company, Canaccord Genuity and Shore Capital in the event that any of the Company and/or Canaccord Genuity and/or Shore Capital has incurred any such liability to UK stamp duty or stamp duty reserve tax. If this is the case, each Placee should seek its own advice and notify Canaccord Genuity and Shore Capital accordingly.

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

Each Placee, and any person acting on behalf of the Placee, acknowledges that Canaccord Genuity and Shore Capital does not owe any fiduciary or other duties to any Placee in respect of any representations, warranties, undertakings or indemnities in the Placing Agreement.

Each Placee and any person acting on behalf of the Placee acknowledges and agrees that Canaccord Genuity, Shore Capital or any of their respective affiliates may, at their absolute discretion, agree to become a Placee in respect of some or all of the Placing Shares.

When a Placee or person acting on behalf of the Placee is dealing with Canaccord Genuity or Shore Capital, any money held in an account with Canaccord Genuity or Shore Capital 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 the 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 Canaccord Genuity's or Shore Capital's money in accordance with the client money rules and will be used by Canaccord Genuity and Shore Capital in the course of their own business and the Placee will rank only as a general creditor of Canaccord Genuity and Shore Capital.

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