



21 July 2014

THE INFORMATION CONTAINED HEREIN IS RESTRICTED AND IS NOT FOR PUBLICATION, RELEASE OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN OR INTO THE UNITED STATES (SAVE AS SET OUT BELOW), CANADA, AUSTRALIA, JAPAN, THE REPUBLIC OF SOUTH AFRICA OR NEW ZEALAND OR ANY JURISDICTION IN WHICH SUCH PUBLICATION RELEASE OR DISTRIBUTION WOULD BE UNLAWFUL.

Chariot Oil & Gas Limited

("Chariot", the "Company" or the "Group")

Proposed Placing of Ordinary Shares

Portfolio Update

Chariot Oil & Gas Limited (AIM: CHAR), the Atlantic margins focused oil and gas exploration company, announces that it intends to conduct a placing (the "Placing") to raise proceeds of up to US\$15 million (approximately £8.8 million).

The Placing is being conducted through an accelerated bookbuilding process, which will be launched immediately following this announcement and will be made available to new and existing eligible institutional investors.

The proceeds of the Placing, will be used to:

- facilitate the acceleration and completion of its 3D seismic work in Brazil (approximately US\$7.5 million)
- fund a new venture opportunity in a country where the Company currently operates to increase option value and sustain the growth potential of the portfolio (approximately US\$7.5 million)

This fundraising will also result in greater flexibility in partnering negotiations and provide further optionality in executing the forward work programmes as detailed below.

Larry Bottomley, CEO of Chariot commented:

"During the course of the last 18 months, we have demonstrated that our business model is working. We have diversified the portfolio and brought in levered partners at the relevant stages of investment in order to share in the risk and reward of exploration.

Whilst our cash balance remains strong, the proposed fundraising will improve our liquidity, allowing us to continue to accelerate our planned work programmes, pursue a new venture opportunity and create value over the longer term. As a result of our work to date, the Company has built up a large scale, high impact

portfolio with a solid platform for growth and exposure to a pipeline of drilling activity over the coming years.”

For further information please contact:

Chariot Oil & Gas Limited +44 (0)20 7318 0450
Larry Bottomley, CEO

finnCap (Nominated Adviser and Joint Bookrunner) +44 (0)20 7220 0500
Matt Goode, Christopher Raggett

GMP Securities Europe (Joint Bookrunner) +44 (0)20 7647 2835
Rob Collins, Emily Morris

Ladenburg Thalmann & Co Inc. (US Placing Agents) +1 713 353 8914
Jim Hansen

EMC2 Advisory +44 (0)78 0944 0929
Natalia Erikssen

Background to and reasons for the Placing

Chariot holds nine licences (eight of which are operated) in established, emerging and frontier regions of the Atlantic margins. Over the last two years the Company has diversified its portfolio to encompass the giant potential, underexplored deepwater regions offshore Morocco, Mauritania, Namibia and Brazil which has provided a range of risk and maturity across its asset base with the potential for sustained drilling opportunities.

The purpose of the Placing is to provide the Company with the necessary liquidity to continue to develop its portfolio in advance of the receipt of 100% of the costs of the recent 3D seismic programme and a share of back costs on the Rabat Deep permits following the successful farm-out to Woodside. In particular, the Placing funds will enable Chariot to fund any un-carried element of the 3D seismic commitment in Brazil as soon as a vessel becomes available; pursue an opportunity to add new key acreage to its portfolio creating an additional catalyst for sustainable growth; maintain the necessary and ongoing financial flexibility to manage negotiations with future farm out partners; and fund any increases in bank guarantees associated with drilling commitments.

Current Trading and Prospects

Chariot's strategy is to explore for giant oil and gas potential in new and emerging hydrocarbon provinces, take large equity positions in the early stages of exploration, manage risk and apply capital discipline to all its activities. Chariot has achieved this through diversifying its portfolio, repositioning itself as a fast follower and successfully securing industry partners.

Across its licences, Chariot has acquired substantial datasets and a great deal of in-house technical work has been carried out to date. The Company has identified over two billion barrels of gross mean prospective resources within its acreage, both in giant (500mmbbls+) prospects and multiple leads with significant follow-on potential, and the team continues to focus on maturing key targets for drilling.

Through conservative portfolio management and using the team's careful technical evaluation, Chariot has strategically positioned itself as a fast follower within these regions of high industry interest. This allows the

Company to integrate its proprietary data with that from third party drilling activity in order to enhance its knowledge of the petroleum systems, prioritise targets and maximise the chance of success.

In line with its strategy, Chariot's team has a proven track record in securing partners, as demonstrated with the participation of Petrobras, BP, PGS and more recently Cairn and Woodside in its assets to date. The Company will continue to look to secure partners to mitigate risk, gain third party validation and share the capital requirements of the forward exploration programme.

Portfolio Update

In Morocco, the Company holds acreage across three licences: Rabat Deep, Loukos and Mohammedia. Principal drilling candidate JP-1 has been identified in the Rabat Deep acreage, with significant follow on potential in the Jurassic play fairway. Data from the recently acquired 1,700km² 3D seismic survey is currently being processed and interpretation is expected to be complete in H1 2015. This will enable the team to identify a drilling location on its JP-1 prospect and technically mature other Jurassic leads as well as define additional prospectivity in the Mio-Pliocene play in the Rabat Deep, Loukos and Mohammedia licences. Subject to partnering, the principal JP-1 prospect could be drilled in H2 2015.

In Mauritania, interpretation of the 3D seismic data acquired last year within Block C-19 is near completion and it is expected that this will result in the maturation of key prospects for drilling. Third party activity has reportedly opened up a new play adjacent to C-19, and subsequent drilling programmes in the near to mid-term will test a number of plays that extend into the block. Subject to further partnering, Chariot expects to drill a well here in 2015/2016.

In Brazil, the Environmental Impact Assessment is underway in advance of conducting an 800km² 3D seismic survey across its four offshore blocks as planned for next year. Commercial terms have been concluded with a third party to fund 50% of this seismic programme to earn 25% equity in the licences with documentation of these terms currently being negotiated. An additional partnering process has been initiated on this acreage to further mitigate risk and share capital investment. Again, subject to additional partnering, drilling could take place in H2 2016 or 2017.

In Namibia, Chariot holds acreage in three regions. In the Northern blocks, information from recent third party drilling is being integrated into the Company's proprietary datasets and once this has been fully evaluated Chariot will decide its forward plan on these blocks. In the Central blocks, Chariot is progressing a number of processes and the Company will update the market on these in due course. In Southern block 2714A, the existing partnership has elected not to enter into the Second Renewal Phase. Given this, Chariot, The National Petroleum Corporation of Namibia (NAMCOR) and a local partner are in the process of applying for a new three year licence in the Initial Exploration Phase over this same area with equity interests of 85% (operator), 10% and 5% (carried interests) respectively. On completion of this, Chariot will have no well commitment in this block, ensuring that the Company is no longer exposed to play opener risk and that it is able to achieve the lower risk profile of a fast follower. As a result, the Company will have the necessary time for additional exploration maturation in blocks 2714A and 2714B (the latter recently re-awarded to the Company) in the South and be able to lever any farm-out negotiation activity that it initiates here in the future. In January of this year, a 2D seismic programme was acquired in block 2714B, which is currently being processed and interpreted. From this, a 3D seismic programme will be designed in order to gain further understanding of the shallower petroleum system. This, combined with additional exploration work on block 2714A, will provide a broader view of the petroleum systems in this part of Chariot's portfolio.

In addition to the current portfolio, and in line with its strategy, Chariot has submitted an application for additional exploration acreage in a country where the Company currently operates. Success in this application will increase the option value of the current portfolio in this country.

Going forward, the Company will continue to pursue partnering at all phases of significant investment. The Company will also continue with its careful portfolio management, expert technical work and new opportunity evaluation with a focus on growth and value creation.

Use of proceeds

Subject to the Company's ordinary shares being successfully placed with placees, the Placing will be conditional to, *inter alia*, the passing of certain shareholder resolutions (the "Resolutions") to approve the issue of the Placing Shares at a General Meeting and admission of the Placing Shares to trading on the AIM market of the London Stock Exchange plc ("AIM") ("Admission"). Details of the Resolutions will be included in the announcement notifying the results of the Placing.

It is intended that the proceeds of US\$15 million (approximately £8.8 million) from the Placing will be used to further the Company's 2014/15 portfolio development activities, facilitate the acceleration and completion of its 3D seismic work commitment in Brazil and pursue an additional new venture opportunity to sustain the growth potential of its portfolio;

- | | | |
|--|---------|---------|
| • Un-carried element of ~US\$15m Brazil 3D Seismic Survey (approximately £4.4 million) | US\$7.5 | million |
| • Portfolio expansion/New Venture opportunity (approximately £4.4 million) | US\$7.5 | million |

Total	US\$15	million
	(approximately £8.8 million)	

Directors Intentions

Certain of the Directors, namely Larry Bottomley (CEO), Mark Reid (CFO), Matthew Taylor (Technical Director), George Canjar and Bill Trojan (Non-Executive Directors) have indicated their intention to participate in the Placing at a minimum value of £18,500, £15,000, £10,000, £8,627 and £28,772 respectively.

Westward Investments Limited, a company which is owned by a discretionary trust of which Adonis Pouroulis (Non-Executive Director) is one of a number of beneficiaries, has indicated its intention to participate in the Placing at a minimum value of US\$1 million (£585,000).

Further Details of the Placing

The Placing will be led by GMP Securities Europe LLP ("GMP"), and finnCap Limited ("finnCap") as joint bookrunners and Ladenburg Thalmann & Co. Inc. ("Ladenburg Thalmann"), a subsidiary of Ladenburg Thalmann Financial Services Inc. (NYSE MKT:LTS) acting as US Placing Agent. The Placing is not being underwritten. The Placing is subject to the terms and conditions set out in Appendix I to this Announcement.

The final offering price and total number of Placing Shares to be sold pursuant to the Placing will be determined in the context of the market with final terms to be determined following the completion of the book-building process. The book will open with immediate effect and close at the sole discretion of GMP, finnCap and Ladenburg Thalmann. Details on the number of Placing Shares offered and the price at which they are offered will be announced as soon as practicable after the close of the book-building process.

Your attention is drawn to the detailed terms and conditions of the Placing described in the Appendix to this Announcement (which forms part of this Announcement). By choosing to participate in the Placing and by making an oral binding offer to acquire Placing Shares, investors will be deemed to have read and

understood this announcement in its entirety and to be making such offer on the terms and conditions in it, and to be providing the representations, warranties, acknowledgements and undertakings contained in the Appendix.

NOTES TO EDITORS

About Chariot

Chariot Oil & Gas Limited is an independent oil and gas exploration group. It holds licences covering eight blocks in Namibia, one block in Mauritania, three blocks in Morocco and four licences in the Barreirinhas Basin offshore Brazil. All of these blocks are currently in the exploration phase.

The ordinary shares of Chariot Oil & Gas Limited are admitted to trading on the AIM Market of the London Stock Exchange under the symbol 'CHAR'.

Certain statements in this Announcement are forward-looking statements which are based on the Company's expectations, intentions and projections regarding its future performance, anticipated events or trends and other matters that are not historical facts. These statements are not guarantees of future performance and are subject to known and unknown risks, uncertainties and other factors that could cause actual results to differ materially from those expressed or implied by such forward-looking statements. Given these risks and uncertainties, prospective investors are cautioned not to place undue reliance on forward-looking statements. Forward-looking statements speak only as of the date of such statements and, except as required by applicable law, the Company undertakes no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise. The information contained in this Announcement is subject to change without notice and neither the Company nor GMP nor finnCap nor Ladenburg Thalmann assumes any responsibility or obligation to update publicly or review any of the forward-looking statements contained herein.

Past performance is not a guide to future performance.

The material in this Announcement is for informational purposes only and does not constitute an offer of securities for sale in the United States or any other jurisdiction in which such an offer or solicitation is unlawful. The Company's securities have not been and will not be registered under the United States Securities Act of 1933, as amended (the "Securities Act"), or the laws of any state, and may not be offered or sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and applicable state laws. No public offering of securities will be made in the United States.

finnCap, which is authorised and regulated by the Financial Conduct Authority, is acting for the Company in connection with the Placing and no one else and will not be responsible to anyone other than the Company for providing the protections afforded to clients of finnCap or for providing advice in relation to the Placing.

GMP, which is authorised and regulated by the Financial Conduct Authority, is acting for the Company in connection with the Placing and no one else and will not be responsible to anyone other than the Company for providing the protections afforded to clients of GMP or for providing advice in relation to the Placing.

Ladenburg Thalmann, a broker-dealer registered with and regulated by the U.S. Securities and Exchange Commission (the "SEC") and the U.S. Financial Industry Regulatory Authority ("FINRA"), is acting as placement agent in the United States for the Placing Shares. Ladenburg Thalmann (i) was not requested to (and did not) verify or confirm any statement contained in the document relating to the past or future financial performance, financials, operations or activities of the Company or its affiliates, the Company's products or any market information; (ii) did not conduct any investigation with respect to such information; and (iii) cannot guarantee the accuracy of such information.

The distribution of this Announcement and the Placing in certain jurisdictions may be restricted by law. No action has been taken by the Company, finnCap, GMP or Ladenburg Thalmann or by any of their

respective affiliates or agents or brokers that would permit the Placing or possession or distribution of this Announcement or any other offering or publicity material relating to the Placing in any jurisdiction where action for that purpose is required. Persons into whose possession this Announcement becomes available are required by the Company, finnCap, GMP and Ladenburg Thalmann to inform themselves about, and to observe, such restrictions.

Neither the content of websites referred to in this Announcement, nor any hyperlinks on such websites is incorporated in, or forms part of, this Announcement.

APPENDIX

TERMS AND CONDITIONS - IMPORTANT INFORMATION REGARDING THE PLACING.

THIS ANNOUNCEMENT, INCLUDING THIS APPENDIX 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 (SAVE AS OTHERWISE SET OUT BELOW), CANADA, AUSTRALIA, JAPAN OR THE REPUBLIC OF SOUTH AFRICA OR ANY OTHER JURISDICTION IN WHICH SUCH PUBLICATION OR DISTRIBUTION WOULD BE UNLAWFUL.

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

MEMBERS OF THE PUBLIC ARE NOT ENTITLED TO TAKE PART IN THE PLACING AND THIS ANNOUNCEMENT IS COMMUNICATED TO THEM FOR THE PURPOSES OF INFORMATION ONLY AND IS DIRECTED ONLY: (A) PERSONS IN MEMBER STATES OF THE EUROPEAN ECONOMIC AREA (“**EEA**”) WHO ARE QUALIFIED INVESTORS WITHIN THE MEANING OF ARTICLE 2(1)(E) OF THE EU PROSPECTUS DIRECTIVE (WHICH MEANS DIRECTIVE 2003/71/EC AND INCLUDES ANY RELEVANT IMPLEMENTING DIRECTIVE MEASURE IN ANY MEMBER STATE) (THE “**PROSPECTUS DIRECTIVE**”) (“**QUALIFIED INVESTORS**”); AND (B) IN THE UNITED KINGDOM, QUALIFIED INVESTORS WHO ARE PERSONS WHO (I) HAVE PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO INVESTMENTS FALLING WITHIN ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005 (THE “**ORDER**”); (II) ARE PERSONS FALLING WITHIN ARTICLE 49(2)(A) TO (D) (“**HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS, ETC**”) OF THE ORDER; OR (III) ARE PERSONS TO WHOM IT MAY OTHERWISE BE LAWFULLY COMMUNICATED (ALL SUCH PERSONS IN (A) AND (B) TOGETHER BEING REFERRED TO AS “**RELEVANT PERSONS**”). THIS ANNOUNCEMENT AND THE TERMS AND CONDITIONS HEREIN MUST NOT BE RELIED ON, ACTED ON OR RESPONDED TO BY PERSONS WHO ARE (I) NOT RELEVANT PERSONS; OR (II) NOT US PERMITTED PERSONS (AS SUCH TERM

IS DEFINED BELOW). PERSONS DISTRIBUTING THIS ANNOUNCEMENT MUST SATISFY THEMSELVES THAT IT IS LAWFUL TO DO SO. ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THIS APPENDIX AND THE TERMS AND CONDITIONS SET OUT HEREIN RELATES IS AVAILABLE ONLY TO RELEVANT PERSONS AND/OR US PERMITTED PERSONS AND WILL BE ENGAGED IN ONLY WITH RELEVANT PERSONS AND PERMITTED US PERSONS. THIS APPENDIX DOES NOT ITSELF CONSTITUTE AN OFFER FOR SALE OR SUBSCRIPTION OF ANY SECURITIES IN THE COMPANY. IF YOU ARE IN ANY DOUBT AS TO WHETHER YOU ARE A RELEVANT PERSON YOU SHOULD CONSULT A PROFESSIONAL ADVISER FOR ADVICE.

Persons who are invited to and who choose to participate in the Placing (as such term is defined in paragraph 1.1 below) by making an oral or written offer to subscribe for Shares (as such terms is defined in paragraph 1.1 below), including any individuals, funds or others on whose behalf a commitment to acquire Shares is given (the "**Purchaser**"), will be deemed to have read and understood this Announcement in its entirety and to be making such offer on the terms and conditions, and to be providing the representations, warranties, acknowledgements, undertakings and agreements contained in this Appendix. In particular, each such prospective Purchaser represents, warrants and acknowledges that:

1. it is a Relevant Person and undertakes that it will acquire, hold, manage or dispose of any Shares (as such term is defined below) that are allocated to it for the purposes of its business;
2. if it is a financial intermediary, as that term is used in Article 3(2) of the Prospectus Directive, any Shares acquired 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 circumstances which may give rise to an offer of securities to the public other than an offer or resale in a member state of the EEA which has implemented the Prospectus Directive to Qualified Investors, or in circumstances in which the prior consent of finnCap Limited ("**finnCap**") has been given to each such proposed offer or resale; and
3. (a) (i) it is not in the United States and (ii) it is not acting for the account or benefit of a person in the United States; (b) it is a dealer or other professional fiduciary in the United States acting on a discretionary basis for a non-US person (other than an estate or trust) in reliance on Regulation S; (c) it is otherwise acquiring the Shares in an "offshore transaction" meeting the requirements of Regulation S under the Securities Act; or (d) it is a "qualified institutional buyer" (a "QIB") (as defined in Rule 144A under the Securities Act) and it has duly executed an investor letter in a form provided to it and delivered the same to one of the Joint Bookrunners or its affiliates (3(b), 3(c) and 3(d) together "**US Permitted Persons**").

This Announcement does not constitute an offer or invitation to underwrite, subscribe for or otherwise acquire or dispose of any securities or investment advice in any jurisdiction, including, without limitation, the United Kingdom, the United States, Australia, Canada, Japan or South Africa. No public offer of securities of the Company is being made in the United Kingdom, United States or elsewhere.

In particular, the Shares referred to in this Announcement have not been and will not be registered under the US Securities Act or with any securities regulatory authority of any State or other jurisdiction of the United States, and the Company has not been registered as an investment company under the US Investment Company Act of 1940, as amended. None of this document, the Shares, nor any document related to this document or the Shares, have been approved or disapproved by the US Securities and Exchange Commission, any State securities commission or other regulatory authority in the United States, nor have any of the foregoing authorities passed upon or endorsed the merits of the Placing or the accuracy or adequacy of this Announcement. Any representation to the contrary is unlawful. The Shares are being offered and sold outside the United States in accordance with Regulation S under the US Securities Act. Any offering to be made in the United States will be made to a limited number of QIBs pursuant to an exemption from, or in a transaction not subject to, registration under the Securities Act or in a transaction not involving any public offering.

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

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

1. **PLACING**

- 1.1 Chariot Oil & Gas Limited (company number 47532) (the "**Company**"), intends to conduct a Placing to raise proceeds of up to US\$15 million (approximately £8.8 million). The new ordinary shares of £0.01 nominal value each ("**Shares**") will be issued to existing and new investors (the "**Placing**") at an issue price ("**Issue Price**") as determined by the Brokers and the Company subject to shareholder approval.

1.2 The Company has appointed GMP Securities Europe LLP ("**GMP**"), finnCap and Ladenburg Thalmann & Co. Inc. as joint placing agents and brokers in respect of the Placing (together, the "**Joint Bookrunners**", and each, a "**Joint Bookrunner**").

1.3 The terms and conditions set out in this Appendix apply to persons making an offer to subscribe for Shares under the Placing.

2. **ALLOCATION AND CONDITIONS TO PLACING**

2.1 Shares under the Placing will be issued on the Closing Date (as defined below).

2.2 Participation in the Placing will only be available to persons who may lawfully be, and are, invited to participate by the Joint Bookrunners.

2.3 The number of Shares to be issued and the Issue Price will be finally agreed between the Joint Bookrunners and the Company following completion of the book-build being conducted by the Joint Bookrunners to determine demand for participation in the Placing and the Issue Price (the "**Book-build**"). The number of Shares which have been placed and the Issue Price will be announced following the completion of the Book-build.

2.4 Acceptances of the Placing and allocations of Shares (including the subscription amount payable) will be as:

confirmed (orally or in writing) with prospective purchasers who are in the United Kingdom and United States (or as the Joint Bookrunners and Company may agree, in any other jurisdiction) by the respective Joint Bookrunner (or their broker dealers or their agents as agent of the Company). That confirmation constitutes an irrevocable legally binding commitment of that person (who will at that point become a purchaser ("**Purchaser**")) to subscribe for the number of Shares allocated to it on the terms and conditions set out in this Appendix (a copy of this Appendix having been provided to the Purchaser prior to or at the same time as such confirmation) and in accordance with the Company's articles of association; or

(unless paragraph 2.4(a) applies) by the completion and return of such letter of confirmation and registration or other forms as the Joint Bookrunners or their agents may in their absolute discretion require and in that event the terms and conditions set out in such letter of confirmation and registration or other form shall apply to the exclusion of this Appendix.

2.5 The Book-build is expected to close no later than 4.30 pm on 22 July 2014 but may be closed earlier or later at the discretion of the Joint Bookrunners. The Joint Bookrunners may, in agreement with the Company, accept bids that are received after the Book-build has closed.

The Company reserves the right to reduce or seek to increase the amount to be raised pursuant to the Placing, in its absolute discretion.

- 2.6 The Joint Bookrunners may choose to allocate Shares at their discretion (in agreement with the Company) and may scale down any bids for Shares made by prospective Purchasers for this purpose on such basis as they may determine. The Joint Bookrunners may also, notwithstanding paragraph 2.5 above, subject to the prior consent of the Company (a) allocate Shares after the time of any initial allocation to any person submitting a bid after that time; and (b) allocate Shares after the Book-build has closed to any person submitting a bid after that time.
- 2.7 For the avoidance of doubt, acceptance of the Placing constitutes a Purchaser's irrevocable legally binding agreement, subject to the Placing Agreement (as defined below) not having been terminated, to pay the aggregate settlement amount of the Shares regardless of the total number of Shares (if any) subscribed for by any other investor(s).
- 2.8 By participating in the Book-build, each Purchaser agrees that its rights and obligations in respect of the Placing will terminate only in the circumstances described in paragraph 4 below, and will not be capable of rescission or termination by the Purchaser.
- 2.9 In making an investment decision, Purchasers must rely on their own examination of the Company and its prospects and the terms of the Placing, including the merits and risks involved in investing in the Shares.
- 2.10 Irrespective of the time at which a Purchaser's allocation pursuant to the Placing is confirmed, settlement for all Shares to be acquired pursuant to the Placing will be required to be made at the same time, on the basis explained below under "Registration and Settlement."
- 2.11 Settlement will occur on a date to be advised but expected to be on or around 19 August 2014 ("**Closing Date**").

3. **SHARES AND QUOTATION**

- 3.1 The Shares will be issued fully paid and will rank equally, from the date of issue, in all respects with the Company's existing issued ordinary shares, including the right to receive all dividends and other distributions declared, made or paid in respect of such ordinary shares after the date of issue of the Shares.
- 3.2 Application will be made to the London Stock Exchange plc for admission to trading of the Shares on AIM ("**Admission**"). It is anticipated that Admission will become effective on or around 19 August 2014 and that dealings in the Shares will commence at that time.

4. **PLACING AGREEMENT**

- 4.1 On 21 July 2014, the Company and each of the Joint Bookrunners entered into a placing agreement in connection with the Placing (the "**Placing Agreement**"). Pursuant to the Placing Agreement, each of the Joint Bookrunners has agreed to use their respective reasonable endeavours to place the Shares with prospective Purchasers.
- 4.2 The Joint Bookrunners' obligations under the Placing Agreement in respect of the Shares are conditional, *inter alia*, on:
- shareholder approval of the resolutions necessary to issue the Shares pursuant to the Placing ("**Resolutions**");
- none of the warranties contained in the Placing Agreement being untrue, inaccurate or misleading as at the date of the Placing Agreement and at all times before and at the date of Admission;
- the Company allotting, subject only to Admission, the Shares in accordance with the Placing Agreement;
- Admission taking place not later than 8.00 a.m. on 19 August 2014 or such later date as the Company and the Joint Bookrunners may otherwise agree but not being later than 8.00 a.m. on 29 August 2014; and
- there having been since the date of the Placing Agreement no material adverse effect on the Company (or of its subsidiaries).
- 4.3 If: (i) any of the conditions contained in the Placing Agreement in relation to the Shares are not fulfilled or waived by the Joint Bookrunners by the respective time or date where specified (or such later time or date as the Company and the Joint Bookrunners may agree); (ii) any of such conditions becomes incapable of being fulfilled; or (iii) the Placing Agreement is terminated in the circumstances specified below, the Placing in relation to the Shares will lapse and the Purchaser's rights and obligations hereunder in relation to the Shares shall cease and terminate at such time and each Purchaser agrees that no claim can be made by the Purchaser in respect thereof.
- 4.4 The Joint Bookrunners may, at their absolute discretion and upon such terms as they think fit, waive, or extend the period for, compliance by the Company with the whole or any part of any of the Company's obligations in relation to the conditions in the Placing Agreement save that the conditions relating to the allotment and issue of the Shares (subject only to Admission) and shareholder approval may not be waived. Any such extension or waiver will not affect Purchasers' rights and obligations under the terms and conditions set out in this Appendix.
- 4.5 Neither of the Joint Bookrunners nor the Company shall have any liability to any Purchaser (or to any other person whether acting on behalf of a Purchaser or otherwise) in respect of any

decision they may make as to whether or not to waive or to extend the time and/or date for the satisfaction of any condition to the Placing nor for any decision they may make as to the satisfaction of any condition or in respect of the Placing generally and by participating in the Placing each Purchaser agrees that any such decision is within the absolute discretion of the Joint Bookrunners.

- 4.6 Each of the Joint Bookrunners is entitled, at any time before Admission, to terminate the Placing Agreement by giving notice to the Company in certain circumstances, including, *inter alia*, a breach of the warranties given to the Joint Bookrunners in the Placing Agreement, the failure of the Company to comply with obligations under the Placing Agreement or an event has occurred which, in the opinion of the Joint Bookrunner (acting in good faith), constitutes or is likely to cause a material adverse change. Following Admission, the Placing Agreement is not capable of rescission or termination.
- 4.7 The rights and obligations of the Purchasers shall terminate only in the circumstances described in these terms and conditions and will not be subject to termination by the Purchaser or any prospective Purchaser at any time or in any circumstances. By participating in the Placing, Purchasers agree that the exercise by a Joint Bookrunner of any right of termination or other discretion under the Placing Agreement shall be within the absolute discretion of that Joint Bookrunner, and that it need not make any reference to Purchasers and that it shall have no liability to Purchasers whatsoever in connection with any such exercise.

5. **RELATIONSHIP OF THE JOINT BOOKRUNNERS**

- 5.1 The obligations of each Joint Bookrunner in connection with the Placing (including any payment obligation) are several, and not joint nor joint and several. A right of a Joint Bookrunner in connection with the Placing (including any rights under the Placing Agreement) is held by that Joint Bookrunner severally and each Joint Bookrunner may exercise its rights, powers and benefits in connection with the Placing separately and individually.
- 5.2 A Joint Bookrunner will not be responsible for the performance obligations of the other Joint Bookrunner and will not be liable for any claims, damages or liabilities arising out of the actions taken, omissions of or advice given by the other Joint Bookrunner. Any breach, non-performance or default by a Joint Bookrunner will not constitute a breach, non-performance or default of the other.
- 5.3 Nothing contained or implied hereby or by acceptance of the Placing constitutes a Joint Bookrunner acting as the partner, agent or representative of the other Joint Bookrunner for any purpose or creates any partnership, agency or trust between the Joint Bookrunners, and no Joint Bookrunner has any authority to bind another Joint Bookrunner in any way.

- 5.4 Neither of the Joint Bookrunners will be liable for any loss, damage or claim arising out of the actions taken or advice given by the other Joint Bookrunner. In addition, the rights of a Joint Bookrunner and the Beneficiaries (as defined below) in respect of that Joint Bookrunner under the representations, warranties, acknowledgements and undertakings set out below will in no way be affected by the actions taken or alleged to have been taken or advice given or alleged to have been given by the other Joint Bookrunner or its Beneficiaries.

6. **OFFER PERSONAL**

The offering of Shares and the agreement arising from acceptance of the Placing is personal to each Purchaser and does not constitute an offering to any other person or to the public. A Purchaser may not assign, transfer, or in any other manner, deal with its rights or obligations under the agreement arising from the acceptance of the Placing, without the prior written agreement of the Joint Bookrunners in accordance with all relevant legal requirements.

7. **NO PROSPECTUS**

- 7.1 No offer document or prospectus has been or will be delivered to the Financial Conduct Authority ("**FCA**") in relation to the Placing, and a Purchaser's commitments will be made solely on the basis of the information contained in the announcement released by the Company today which this Appendix forms part of (the "**Announcement**").

- 7.2 Each Purchaser, by making an offer to subscribe for Shares, agrees that the content of this Announcement (including this Appendix) is exclusively the responsibility of the Company and confirms that it has neither received nor relied on any other information, representation, warranty, or statement made by or on behalf of the Company or the Joint Bookrunners or any other person and none of the Company or the Joint Bookrunners nor any other person will be liable for any Purchaser's decision to participate in the Placing based on any other information, representation, warranty or statement which Purchasers may have obtained or received, and if given or made, such information, representation, warranty or statement must not be relied upon as having been authorised by the Bookrunners, the Company or their respective officers, directors, employees or agents. Each Purchaser 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. Neither the Company nor the Bookrunners make any undertaking or warranty to any Purchaser regarding the legality of any investment in the Shares by such Purchaser under any legal, investment or similar laws or regulations. Each Purchaser should not consider any information in this Announcement to be legal, tax or business advice. Each Purchaser should consult its own solicitor, tax adviser and financial adviser for independent legal, tax and financial advice regarding an investment in the Shares. Nothing in this paragraph shall exclude the liability of any person for fraudulent misrepresentation.

8. **REGISTRATION AND SETTLEMENT**

- 8.1 Settlement of transactions in the Shares will, unless otherwise agreed, take place on a delivery versus payment basis within the CREST system administered by Euroclear UK and Ireland Limited ("**CREST**").
- 8.2 The Company will procure its Transfer Agent (as defined in paragraph 9(k) below) to deliver the Shares to CREST accounts operated by the respective Joint Bookrunner for the Company and the Joint Bookrunners will enter their respective delivery (DEL) instructions into the CREST system. The input to CREST by each Purchaser of a matching or acceptance instruction will then allow delivery of the relevant Shares to that Purchaser against payment.
- 8.3 Each Purchaser allocated Shares in the Placing will be sent a conditional trade confirmation stating the number of Shares and the subscription amount payable to be allocated to it and will be required to provide the Joint Bookrunners with funds sufficient to purchase such securities prior to the Closing Date.
- 8.4 Each Purchaser is deemed to agree that, if it does not comply with these obligations, the Company may sell any or all of the Shares allocated to that Purchaser on such Purchaser's behalf and retain from the proceeds, for the Company's account and benefit, an amount equal to the aggregate amount owed by the Purchaser plus any interest due. The relevant Purchaser 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 (together with any interest or penalties) which may arise upon the sale of such Shares on such Purchaser's behalf.
- 8.5 Subject to the passing of the Resolutions, it is expected that settlement will take place on or about 19 August 2014 in CREST in accordance with the instructions set out in the conditional trade confirmation. Settlement will be either through GMP against CREST ID 116 or through finnCap against CREST ID CAQAQ.
- 8.6 The Company reserves the right to require settlement for and delivery of the Shares (or a portion thereof) to any Purchaser in any form it requires if, in the Joint Bookrunners' or the Company's opinion, delivery or settlement is not possible or practicable within CREST or would not be consistent with the regulatory requirements of the Purchaser's jurisdiction.
- 8.7 Each Purchaser agrees that it will do all things necessary to ensure that delivery and payment is completed in accordance with the applicable registration and settlement procedures, including if applicable, CREST rules and regulations and settlement instructions that it has in place with the respective Joint Bookrunner.
- 8.8 If Shares are to be delivered to a custodian or settlement agent, Purchasers should ensure that the conditional trade confirmation is copied and delivered immediately to the relevant person within that organisation. Each Purchaser shall ensure that, insofar as Shares are registered in a Purchaser's name or that of its nominee or in the name of any person for whom

a Purchaser is contracting as agent or nominee, such person shall not be a person who is or may be liable to any UK stamp duty or stamp duty reserve tax or securities transfer tax.

8.9 Interest is chargeable daily on payments to the extent that value is received after the due date at the rate per annum of 4 percentage points above the Barclays Bank plc base rate.

9. REPRESENTATIONS AND WARRANTIES

9.1 Each Purchaser (and each person acting on its behalf) represents, warrants, acknowledges and undertakes for the benefit of the Company, each of the Joint Bookrunners and the respective officers, employees and advisers of the Company and of each of the Joint Bookrunners, and any person acting on behalf of any of them (each a "**Beneficiary**" and together the "**Beneficiaries**") as follows:

if it is a Purchaser in the United Kingdom it:

is a Qualified Investor; and

is also a person falling within one or more of the categories of persons referred to in article 19 (investment professionals) or 49 (high net worth companies, etc) of the Order or is a person to whom the Placing may otherwise be made or to whom the Shares may otherwise be directed without an approved prospectus having been made available to the public in the UK before the Shares are offered and without making an unlawful financial promotion; and

understands, recognises and acknowledges that no prospectus has been or will be approved in connection with the Placing by the FCA in the United Kingdom under section 87A of Financial Services and Markets Act 2000 (the "**FSMA**"); or

if it is not in the United Kingdom but is acting for the account of a Purchaser in the United Kingdom, that each of subparagraphs (i), (ii) and (iii) applies in respect of each such Purchaser;

if it is a Purchaser in or otherwise subject to the laws of a member state of the EEA (other than, for the avoidance of doubt, the UK), (i) it is a Qualified Investor acting as a principal for its own account to whom an invitation or Placing to subscribe for Shares in the manner contemplated by this agreement and any communication or correspondence in connection therewith is permitted by the laws of that member state or (ii) if it is not in any such member state but are acting for the account of such person then (i) applies in respect of each such Purchaser;

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 Shares in circumstances in which section 21(1) of the FSMA does not require approval of the communication by an authorised person;

if it is in a jurisdiction outside the United States, the United Kingdom, or other member states of the EEA, it is a person to whom the Placing or an invitation to subscribe for the Shares in the manner contemplated by this Appendix and any communication or correspondence therewith is permitted by the laws of the jurisdiction in which it is situated or from where the Purchaser submitted its bid to subscribe for Shares and it is a person to whom the Shares can lawfully be offered and issued under all applicable laws, without the need for any approval, registration, filing or lodgement of any kind, including a prospectus or other disclosure document;

if it is not in the United States, nor a U.S. Person (as defined in Regulation S under the U.S. Securities Act of 1933, as amended ("U.S. Securities Act"), nor acting for the account or benefit of a person in the United States or a U.S. Person, it is acquiring the Shares in an offshore transaction in accordance with Regulation S under the U.S. Securities Act;

if it is in the United States or a U.S. Person, it meets the requirements of a qualified institutional buyer, as defined in Rule 144A under the U.S. Securities Act;

it understands that the Placing and sale to it of the Shares has not been and will not be registered under the U.S. Securities Act or the laws of any state of the United States; Therefore, it agrees that it will not offer, sell or pledge any Shares in the United States unless and until the Shares are registered under the U.S. Securities Act (which it acknowledges the Company has no obligation to do) or unless the Shares are offered, sold or pledged in a transaction exempt from, or not subject to, the registration requirements of the U.S. Securities Act and the laws of any state of the United States;

the Purchaser acknowledges that it has not acquired the Shares as a result of any general solicitation or general advertising (as these terms are used in Regulation D under the U.S. Securities Act), including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media, or broadcast over radio, Internet or television, or any seminar or meeting whose attendees have been invited by general solicitation or general advertising;

the Purchaser understands that if it is in the United States or a U.S. person and it decides to offer, sell or otherwise transfer any of the Shares, such securities may be offered, sold or otherwise transferred only (i) to the Company, (ii) pursuant to an effective registration statement that covers resales of the securities, (iii) outside the United

States in accordance with Rule 904 of Regulation S under the Securities Act, or (iv) within the United States in a transaction that does not require registration under the Securities Act (including, without limitation, pursuant to Rule 144 or Rule 144A) and in any case in accordance with any applicable securities laws of any state of the United States, and, with respect to clauses (iii) and (iv), the Purchaser has, prior to such offer, sale or transfer, furnished to the Company an opinion of counsel or other evidence of exemption, in either case reasonably satisfactory to the Company;

if the Purchaser is in the United States or a U.S. person and holds the Shares in certificated form, the Purchaser understands and acknowledges that upon the original issuance thereof, and until such time as the same is no longer required under applicable requirements of the U.S. Securities Act or applicable state securities laws, certificates representing, documents or notations constituting the Shares and all certificates or documents issued in exchange therefor or in substitution thereof, shall bear a legend substantially in the following form:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"). THESE SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY, (B) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT THAT COVERS REALES OF SECURITIES, (C) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE SECURITIES ACT (INCLUDING WITHOUT LIMITATION RULE 144 OR 144A THEREUNDER) OR ANY APPLICABLE STATE SECURITIES LAWS, AND, WITH RESPECT TO CLAUSES (C) AND (D), THE HOLDER HAS, PRIOR TO SUCH OFFER, SALE OR TRANSFER, FURNISHED TO THE COMPANY AN OPINION OF COUNSEL OR OTHER EVIDENCE OF EXEMPTION, IN EITHER CASE REASONABLY SATISFACTORY TO THE COMPANY."

if Shares are being resold by a US investor under Rule 904 of Regulation S under the U.S. Securities Act, and provided that the Company is a "foreign issuer" within the meaning of Regulation S at the time of sale, Capita Registrars, the Company's registrar and transfer agent (including any successor transfer agent, the "**Transfer Agent**"), may remove the legend if (i) the US investor provides a declaration as the Company may prescribe from time to time; and (ii) if required by Transfer Agent, subject to applicable law, the Company obtains an opinion or memorandum of U.S. counsel (as required by the Transfer Agent), addressed to the Transfer Agent permitting removal of resale restrictions for resales of Subscribed Shares by investors in the United States through the facilities of the London Stock Exchange in reliance upon Rule 904 of Regulation S under the Securities Act; the Company will use reasonable endeavors to obtain such an opinion;

unless otherwise specifically agreed in writing with the Joint Bookrunners, neither it nor the beneficial owner of such Shares will be a resident of Australia, Japan, the Republic of South Africa or the Republic of Ireland;

the Shares have not been and will not be registered under the securities legislation of the United States, Canada, Australia, Japan, the Republic of South Africa and the Republic of Ireland and may not be offered, sold, taken up, renounced or delivered or transferred, directly or indirectly, within those jurisdictions except subject to certain exceptions;

the Purchaser consents to the Company making a notation on its records or giving instructions to any registrar and transfer agent of the Shares in order to implement the restrictions on transfer set forth and described above;

if required by applicable securities laws or as otherwise reasonably requested by the Company, the Purchaser will execute, deliver and file and otherwise assist the Company in filing reports, questionnaires, undertakings and other documents with respect to the issue of the Shares;

the Purchaser has such knowledge and experience in financial, business and tax matters as to be capable of evaluating the merits and risks of its investment in the Shares and it is able to bear the economic risks and complete loss of such investment in the Shares;

the Purchaser has not received or requested, nor does it have any need to receive, any offering memorandum or any other document describing the business and affairs of the Company in order to assist it in making an investment decision to subscribe for the Shares;

the Purchaser understands and agrees that there may be material tax consequences to the Purchaser of an acquisition or disposition of any of the Shares. Neither the Company nor any of the Joint Bookrunners gives any opinion or makes any representation with respect to the tax consequences to the Purchaser under United States, state, local or foreign tax law of the undersigned's acquisition or disposition of such securities. In particular, no determination has been made whether the Company will be a "passive foreign investment company" ("PFIC") within the meaning of Section 1291 of the United States Internal Revenue Code;

it is purchasing the Shares for its account or for the account of one or more persons for investment purposes only and not with the purpose of, or with a view to, the resale, transfer or distribution or granting, issuing or transferring of interests in, or options over, the Shares and, in particular, neither the Purchaser nor any other person for whose account it is purchasing the Shares has any intention to distribute either directly or indirectly any of the Shares in the United States;

it has such knowledge and experience in financial and business matters and expertise in assessing credit and all other relevant risks that it is capable of evaluating independently, and has evaluated independently and conducted an in-depth detailed analysis on, the merits and risks of a purchase of the Shares for itself and each other person, if any, for whose account it is acquiring any Shares, and it has determined that the Shares are a suitable investment for itself and each other person, if any, for whose account it is acquiring any Shares, both in the nature and the number of the Shares being acquired;

if applicable, it is, or any beneficial Purchaser for whom it is contracting is, acquiring the Shares pursuant to and in compliance with an exemption from the prospectus requirements of securities laws of the jurisdiction of residence and will provide the Company and the Joint Bookrunners, on request, whether before or after the Closing Date, with evidence of such compliance;

it has had access to all information that it believes is necessary or appropriate in connection with, and for an adequate time prior to, its purchase of the Shares. It acknowledges and agrees that it will not hold the Joint Bookrunners responsible for any misstatements in, or omissions from, any publicly available information concerning the Company;

it has made and relied entirely upon its own assessment of the Company, and has conducted its own independent investigation with respect to the Shares and the Company;

it shall obtain its own advice regarding the tax consequences in any jurisdiction of purchasing, owning or disposing of any Shares;

it has not relied on any investigation that any Beneficiary may have conducted with respect to the Shares or the Company. No Beneficiary has made any representation to it, express or implied, with respect to the Shares or the Company;

it acknowledges that the Placing does not constitute a securities recommendation or advice in relation to any securities, and that no securities recommendation or advice has been made or given to you by any Beneficiary in relation to the Placing;

it acknowledges that an investment in the Shares involves a degree of risk;

except to the extent that liability cannot by law be excluded, it acknowledges that none of the Beneficiaries accept any responsibility in relation to the Placing or for the accuracy or completeness of any information given to it in connection with the Placing;

it acknowledges and agrees that it will accept the decisions and actions of the Joint Bookrunners and/or the Company in respect of the Placing and the acceptance of any

Placing of Shares does not oblige the Joint Bookrunners and/or the Company to consult with it as to any matter or qualify the exercise or non-exercise of rights arising under or in relation to the Placing;

it has been independently advised as to any resale restrictions under applicable securities laws in its own jurisdiction;

it acknowledges and agrees that if a Joint Bookrunner takes title to the Shares it does so only as agent for Purchaser for the purposes of effecting settlement and it agrees to release such Joint Bookrunner from any liability incurred by it in acting in such capacity (whether arising out of any act or omission by the Company in relation to the Placing or to the Shares or otherwise);

if it is acquiring any Shares for an account of one or more persons, it has full power to make the acknowledgements, representations, warranties and agreements hereunder on behalf of each such person and it will take reasonable steps to ensure that each such person will comply with its obligations hereunder;

it acknowledges that the Beneficiaries will rely upon the truth and accuracy of the foregoing acknowledgements, representations, warranties and agreements in conducting and undertaking the Placing;

it has read this Announcement, including this Appendix, in its entirety and its subscription of the Shares is subject to and based upon only the terms, conditions, representations, warranties, acknowledgements, agreements and undertakings and other information contained herein;

the exercise by the Joint Bookrunners of any right of termination or any right of waiver exercisable by them contained in the Placing Agreement, without limitation, the right to terminate the Placing Agreement, is within their absolute discretion and no Joint Bookrunner will have any liability to any Purchaser whatsoever in connection with any decision to exercise or not exercise any such rights;

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 does not otherwise become unconditional in all respects prior to the admission of the Shares, the Placing will lapse and its rights shall cease and determine at such time and no claim shall be made by any Purchaser in respect thereof;

no offer document or prospectus has been, or will be, prepared in connection with the Placing and it represents and warrants that it has not received a prospectus or other offer document in connection therewith;

the Shares are (and the Shares issued pursuant to the Placing will be) admitted to trading on AIM, and the Company is therefore required to publish certain business and financial information in accordance with the rules and practices of AIM and that it is able to obtain or access such information without undue difficulty, and is able to obtain access to such information or comparable information concerning any other AIM quoted company, without undue difficulty;

none of the Joint Bookrunners or the Company nor any of their affiliates nor any person acting on behalf of any of them has provided, and will not provide it, with any material regarding the Shares or the Company or any other person other than this Announcement; nor has it requested any of the Joint Bookrunners or the Company nor any of their affiliates or any person acting on behalf of any of them to provide it with any such information;

the content of this Announcement is exclusively the responsibility of the Company and none of the Joint Bookrunners nor any person acting on their behalf has or shall have any liability for any information, representation or statement contained in this Announcement or any information previously published by or on behalf of the Company (except for any information or statements relating solely to the Joint Bookrunners and furnished by the Joint Bookrunners specifically for use in such documents) and will not be liable for any Purchaser's decision to participate in the Placing based on any information, representation or statement contained in this Announcement or otherwise. Each Purchaser further represents, warrants and agrees that the only information on which it is entitled to rely and on which such Purchaser has relied in committing itself to subscribe for the Shares is contained in this Announcement and any information previously published by the Company, such information being all that it deems necessary to make an investment decision in respect of the Shares and that it has neither received nor relied on any other information given or representations, warranties or statements made by either of the Joint Bookrunners or the Company and none of the Joint Bookrunners or the Company will be liable for any Purchaser's decision to accept an invitation to participate in the Placing based on any other information, representation, warranty or statement. Each Purchaser 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;

it has neither received nor relied on any confidential price sensitive information concerning the Company in subscribing for Shares;

if in the United Kingdom, it has complied with its obligations in connection with the Criminal Justice Act 1993, money laundering and terrorist financing under the Anti Terrorism Crime and Security Act 2001, the Proceeds of Crime Act 2002, the Terrorism Act 2003, the Terrorism Act 2006, the Money Laundering Regulations 2007 and Part VIII of the Financial Services and Markets Act 2000 (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 the Joint Bookrunners have not received such satisfactory evidence, the Joint Bookrunners may, in their absolute discretion, reject an application for Shares in which event all funds delivered by such Purchaser to the Joint Bookrunners (if any) will be returned without interest to the account of the drawee bank from which they were originally debited;

if it is a financial intermediary, as that term is used in Article 3(2) of the Prospectus Directive, any Shares acquired 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 circumstances which may give rise to an offer of securities to the public other than an offer or resale in a member state of EEA which has implemented the Prospectus Directive to Qualified Investors, unless finnCap has given prior consent to such proposed offer or resale;

it has complied and will comply with all applicable provisions of FSMA with respect to anything done by it in relation to the Shares in, from or otherwise involving, the United Kingdom;

it will (or will procure that its nominee will), if applicable, make notification to the Company of the interest in the Company's ordinary shares in accordance with Chapter 5 of the Disclosure and Transparency Rules;

it and any person acting on its behalf is entitled to subscribe for and purchase the Shares under the laws of all relevant jurisdictions which would apply to it, and that it and any person acting on its behalf is in compliance with applicable laws in the jurisdiction of its residence, the residence of the Company, or otherwise;

it (and any person acting on its behalf) will make or procure payment for the Shares allocated to it in accordance with this Announcement on the due time and date set out herein, failing which the relevant Shares may be placed with other subscribers or sold as the Joint Bookrunners and the Company may in their absolute discretion determine and without liability to such Purchaser, and it will remain liable for any shortfall below the net proceeds of such 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 in these terms and conditions) which may arise upon the placing or sale of such Purchaser's Shares on its behalf;

the person whom it specifies for registration as holder of the Shares will be (i) itself or (ii) its nominee, as the case may be, and none of the Joint Bookrunners 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 Purchaser and any person acting on

behalf of such Purchaser agrees to participate in the Placing and it agrees to indemnify the Company and the Joint Bookrunners in respect of the same on the basis that the Shares will be allotted to the account of the Joint Bookrunners who will hold them as nominee on behalf of such Purchaser until settlement in accordance with its standing settlement instructions;

the Company and the Joint Bookrunners 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 each of the Joint Bookrunners on their own behalf and on behalf of the Company and are irrevocable;

it will indemnify and hold the Company and the Joint Bookrunners 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 Appendix shall survive after completion of the Placing;

its commitment to subscribe for Shares on the terms set out herein will continue notwithstanding any amendment that may in future be made to the terms of the Placing and the Purchaser will have no right to be consulted or require that its consent be obtained with respect to the Company's conduct of the Placing. The foregoing representations, warranties and confirmations are given for the benefit of the Company and the Joint Bookrunners. The agreement to settle a Purchaser's subscription (and/or the subscription of a person for whom such Purchaser is contracting as agent) free of stamp duty and stamp duty reserve tax depends on the settlement relating only to the subscription by it and/or such person direct from the Company for the Shares in question. Such agreement assumes, and is based on the warranty above from each Purchaser, that neither it, nor the person specified by it for registration as holder, of Shares is, or is acting as nominee or agent for, and that the Shares will not be allotted to, a person who is or may be liable to stamp duty or stamp duty reserve tax under any of sections 67, 70, 93 and 96 of the Finance Act 1986 (depository receipts and clearance services). If there are any such arrangements, or the settlement relates to any other dealing in the Shares, stamp duty or stamp duty reserve tax may be payable. In that event the Purchaser agrees that it shall be responsible for such stamp duty or stamp duty reserve tax, and neither the Company nor the Joint Bookrunners shall be responsible for such stamp duty or stamp duty reserve tax. If this is the case, each Purchaser should seek its own advice and notify the Joint Bookrunners accordingly;

no action has been or will be taken by any of the Company, the Joint Bookrunners or any person acting on behalf of the Company or the Joint Bookrunners that would, or is intended to, permit a public offering of the Shares in any country or jurisdiction where any such action for that purpose is required;

it 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 United Kingdom by them or any other person on the subscription by them of any Shares or the agreement by them to subscribe for any Shares;

the Joint Bookrunners or any of their affiliates may, at their absolute discretion, agree to become a Purchaser in respect of some or all of the Shares;

when a Purchaser or person acting on behalf of the Purchaser is dealing with the Joint Bookrunners, any money held in an account with any of the Joint Bookrunners on behalf of the Purchaser and/or any person acting on behalf of the Purchaser will not be treated as client money within the meaning of the rules and regulations of the FCA made under FSMA;

it acknowledges that the money will not be subject to the protections conferred by the client money rules and as a consequence, this money will not be segregated from the relevant Joint Bookrunners' money in accordance with the client money rules and will be used by the relevant Joint Bookrunner in the course of its own business; and the Purchaser will rank only as a general creditor of the Joint Bookrunner;

it acknowledges that all times and dates in this Announcement may be subject to amendment and the Joint Bookrunners shall notify the Purchasers and any person acting on behalf of the Purchasers of any changes;

that past performance is no guide to future performance and persons needing advice should consult an independent financial adviser;

all obligations entered into by the Purchaser pursuant hereto with the Joint Bookrunners are entered into with them as agent for the Company and are therefore enforceable directly by the Company;

if a company, it is a valid and subsisting company and has all the necessary corporate capacity and authority to execute its obligations in connection with the Placing participation;

it irrevocably appoints any director of either of the Joint Bookrunners as its agent for the purposes of executing and delivering to the Company's and/or its registrars any documents on its behalf necessary to enable it to be registered as the holder of any of the Shares offered to it; and

time shall be of the essence as regards obligations pursuant to this Appendix.

10. **ENTIRE AGREEMENT**

The terms set out in this Appendix and the allocation of Shares (including the subscription amount payable) as confirmed to a Purchaser, constitute the entire agreement to the terms of the Placing and a Purchaser's participation in the Placing to the exclusion of prior representations, understandings and agreements between them. Any variation of such terms must be in writing.

11. **GOVERNING LAW AND JURISDICTION**

The agreement arising out of acceptance of the Placing and any dispute or claim arising out of or in connection with the Placing or formation thereof (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England. Each Purchaser irrevocably agrees to submit to the exclusive jurisdiction of the courts of England to settle any claim or dispute that arises out of or in connection with the agreement arising out of acceptance of the Placing or its subject matter or formation (including non-contractual disputes or claims).