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THE INFORMATION COMMUNICATED IN THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION FOR THE PURPOSES OF ARTICLE 7 OF THE MARKET ABUSE REGULATION (EU) NO.596/2014. ("MAR"). IN ADDITION, MARKET SOUNDINGS (AS DEFINED IN MAR) WERE TAKEN IN RESPECT OF CERTAIN OF THE MATTERS CONTAINED IN THIS ANNOUNCEMENT, WITH THE RESULT THAT CERTAIN PERSONS BECAME AWARE OF SUCH INSIDE INFORMATION, AS PERMITTED BY MAR. UPON THE PUBLICATION OF THIS ANNOUNCEMENT VIA A REGULATORY INFORMATION SERVICE, THIS INSIDE INFORMATION IS NOW CONSIDERED TO BE IN THE PUBLIC DOMAIN AND SUCH PERSONS SHALL THEREFORE CEASE TO BE IN POSSESSION OF INSIDE INFORMATION.

17 May 2019

## **Falcon Oil & Gas Ltd Proposed Placing**

Falcon Oil & Gas Ltd ("Falcon" or the "Company") (AIM: FOG, Euronext Growth: FAC, TSXV: FO.V), the international oil and gas company engaged in the exploration and development of unconventional oil and gas assets, is pleased to announce a proposed placing of new Common Shares of the Company (the "Placing Shares") at a price of 14p per Placing Share (the "Placing Price") in order to raise gross proceeds of up to US\$10 million (c.£7.76 million) (the "Placing") by way of a conditional placing of the Placing Shares with institutional investors.

The net proceeds of the Placing will primarily be used to fund Falcon's share of estimated capital expenditure in respect of the drilling and hydraulic fracture stimulation of four horizontal wells in the Beetaloo Sub-basin, Australia (further details of which are provided below).

The Placing is being conducted through a bookbuilding process (the "Bookbuild") which is being managed by J&E Davy ("Davy"), RBC Capital Markets ("RBC") and Cenkos Securities plc ("Cenkos" and together with Davy and RBC, the "Joint Bookrunners") and will open immediately following the release of this Announcement and will be made available to eligible institutional investors. Davy is also acting as nominated adviser (for the purpose of the AIM Rules for Companies) and Euronext Growth advisor (for the purpose of the Euronext Growth Rules) to the Company in connection with the Placing.

## Company Background

Falcon is an international oil and gas company focused on the exploration and appraisal of unconventional oil and gas assets. Its corporate strategy is to explore unconventional oil and gas basins; following successful exploration, continue with appraisal programs to determine commercialisation options; and subsequently monetise assets prior to production.

Falcon Australia owns 30% of three exploration permits in the Beetaloo Sub-basin, located in the Northern Territory of Australia (the "Beetaloo") being EP76, EP98, EP117 (the "Beetaloo Exploration Permits") which represent total gross acreage of 4.6 million, or 1.4 million acres net to Falcon Australia's 30% participating interest. In 2014, Falcon Australia farmed-out 35% of its participating interest in the Beetaloo Exploration Permits to a subsidiary of Origin Energy Limited, and 35% of its interest in the Beetaloo Exploration Permits to Sasol Petroleum Australia Limited ("Sasol"), a subsidiary of Sasol Limited, pursuant to the terms of a farm out agreement ("Farm-out Agreement"), in a deal worth A\$200 million (c.US\$143 million). Following certain further transfers of interest, Origin Energy B2 Pty Ltd. ("Origin") now holds a 70% participating interest in, and is the operator of, the Beetaloo Exploration Permits (the "Operator") under a joint venture with Falcon Australia, which holds the remaining 30% participating interest (together, the "JV").

To date, the JV has drilled four wells under the stage 1 work program set out in the Farm-out Agreement ("Stage 1"), which resulted in the discovery of 6.6 TCF of 2C gross contingent resource estimate (1.94 TCF net to Falcon). A 57 day extended well test resulted in cumulative production of 63 MMscf and variable gas rates ranged between 0.8-1.2 MMscf/d.

The JV has agreed to evaluate the potential of the liquids-rich gas fairways in both the Kyalla and the Velkerri shale plays as part of the stage 2 work program set out in the Farm-out Agreement ("Stage 2"). Exploration and appraisal activities targeted to commence in mid-2019 under Stage 2 include the drilling and hydraulic fracture stimulation of two horizontal wells:

1. **Kyalla shale and hybrid liquids rich gas play** – one of the identified three source rock and two hybrid target intervals in the Kyalla formation, with estimated liquid yields in the range of 15-60 bbl/MMscf. The Kyalla formation prospective areas, which are confined to the Beetaloo Exploration Permits, are expected to have a cost advantage over the Velkerri formation prospective areas given they are shallower and are likely to contain liquids rich gas that could also improve expected economics.
2. **Velkerri shale liquids rich gas play** – a liquids rich gas play fairway along the northern and south-eastern flanks of the Beetaloo Exploration Permits, at 1,200-2,000mTVD, with regional gas composition and maturity data indicating condensate to gas ratio at an estimated 5-40 bbl/MMscf. Indications are that porosity and permeability are higher in these areas and there is an increased potential for a stacked liquids rich target.

Exploration and appraisal activities targeted to commence in 2020 under the stage 3 work program under the Farm-out Agreement ("Stage 3") include the drilling and hydraulic

fracture stimulation of a further two horizontal wells targeting one or more of the three plays:

- 1) Velkerri B shale gas play
- 2) Kyalla shale and hybrid liquids rich gas plays
- 3) Velkerri shale liquids rich gas play

### **Reasons for the Placing**

The estimated gross capex for Stage 2 and Stage 3 is c.US\$130 million. Under the terms of the Farm-out Agreement, Falcon Australia is carried for up to c.A\$113 million (~US\$80 million) for the costs of Stage 2 and Stage 3, equating to c.US\$24 million net benefit to Falcon, with Falcon's net cash contribution estimated at US\$15 million, before contingency.

Falcon's net cash contribution to the first c.US\$100 million of gross capex for Stage 2 and Stage 3 is estimated at c.US\$5.5 million, before contingency. The Company will use the net proceeds of the Placing, together with its existing cash resources of c.US\$6 million, principally to fund its net contribution to estimated capex under Stage 2 and Stage 3 and G&A expenses.

### **Details of the Placing**

The Placing will be managed on the Company's behalf by the Joint Bookrunners in accordance with the terms and conditions set out in Appendix to this Announcement. The Placing is not being underwritten by the Joint Bookrunners. The Company reserves the right to issue and sell a lesser number of Common Shares through the Placing and to settle certain of the Placing Shares by way of a direct subscription with the Company. The Placing will be conducted in accordance with the terms and conditions set out in the Appendix. The Bookbuild, to determine demand for participation in the Placing, will commence with immediate effect following the release of this Announcement and is expected to close no later than 6.30 p.m. UK time on 17 May 2019. However, the timing of the closing of the Bookbuild is at the absolute discretion of the Joint Bookrunners. The Joint Bookrunners and the Company reserve the right to close the Bookbuild earlier or later, without further notice.

The number of Placing Shares and allocations will be determined by the Company and Joint Bookrunners following the close of the Bookbuild. The Placing Shares will, when issued, be credited as fully paid and will rank equally in all respects with the existing Common Shares, including the right to receive all dividends and other distributions declared, made or paid in respect of such Common Shares after the date of issue of the Placing Shares.

As detailed in the Appendix, the Placing is conditional upon, inter alia, Admission becoming effective and the Placing Agreement not being terminated prior to Admission.

It is expected that Admission will become effective and that dealings in the Placing Shares will commence on 22 May 2019.

**This Announcement should be read in its entirety. In particular, your attention is drawn to the "Important Information" section of this Announcement and to the detailed terms and conditions of the Placing and further information relating to the Bookbuild described in the Appendix.** By choosing to participate in the Placing and by making an oral and legally binding offer to acquire Placing Shares, investors will be deemed to have read and understood this Announcement in its entirety (including the Appendix) and to be making such an offer on the terms and subject to the conditions in it, and to be providing the representations, warranties, acknowledgements and undertakings contained in the Appendix.

### **Market Abuse Regulation**

This Announcement contains inside information for the purposes of Article 7 of MAR. Market soundings, as defined in MAR, were taken in respect of the Placing, with the result that certain persons became aware of inside information, as permitted by MAR. That inside information is set out in this Announcement and has been disclosed as soon as possible in accordance with paragraph 7 of Article 17 of MAR. Therefore, those persons that received inside information in a market sounding are no longer in possession of inside information relating to the Company and its securities. The person responsible for arranging the release of this announcement on behalf of Falcon is Anne Flynn.

For further information on the Announcement, please contact:

Falcon Oil & Gas Ltd Phillip O'Quigley Anne Flynn	+353 1 676 8702
Davy (Joint Bookrunner, Nominated Adviser and Euronext Growth Advisor) John Frain Ronan Veale Barry Murphy	+353 1 679 6363
RBC (Joint Bookrunner) Matthew Coakes Martin Copeland Duncan Smith Jack Wood	+44 20 7653 4000
Cenkos (Joint Bookrunner) Joe Nally Neil McDonald Derrick Lee	+44 (0)131 220 6939

Capitalised terms used but not defined in the text of this Announcement shall have the meanings given to such terms in the sections headed 'Definitions' and 'Glossary' below.

## **About Falcon Oil & Gas Ltd**

Falcon is an international oil and gas company engaged in the exploration and development of unconventional oil and gas assets, with the current portfolio focused in Australia, South Africa and Hungary. Falcon is incorporated in British Columbia, Canada and headquartered in Dublin, Ireland with a technical team based in Budapest, Hungary.

Falcon is listed on AIM, Euronext Growth and the TSX Venture Exchange Market.

## **Competent Person's Statement**

In accordance with the guidelines of AIM, Dr. Gábor Bada, Falcon Oil & Gas Ltd's Head of Technical Operations, who holds a geology degree from the Eötvös L. University in Budapest, Hungary and a PhD from the Vrije Universiteit Amsterdam, the Netherlands, and is a member of the American Association of Petroleum Geologists, meets the criteria of qualified person under the AIM guidance note for mining and oil and gas companies, has reviewed and approved the technical information contained in this Announcement.

*Neither TSX Venture Exchange nor its Regulation Services Provider (as that term is defined in the policies of the TSX Venture Exchange) accepts responsibility for the adequacy or accuracy of this release.*

## **IMPORTANT INFORMATION**

Davy, who is authorised and regulated in Ireland by the CBI, is acting as the Company's nominated adviser (pursuant to the AIM Rules for Nominated Advisers), Euronext Growth adviser (pursuant to the Euronext Growth Rules) and joint bookrunner to the Company. Davy is acting exclusively to the Company in connection with the Placing and no other person in connection with the Placing. Davy will not regard any other person as its customer or be responsible to any other person for providing the protections afforded to customers of Davy nor for providing advice in relation to the transactions and arrangements detailed in this Announcement for which the Company and the Directors are solely responsible. Davy has not authorised the contents of, or any part of, this Announcement and, without limiting the statutory rights of any recipient of this Announcement, no liability whatsoever is accepted by Davy for the accuracy of any information or opinions contained in this Announcement or for omissions of any material information for which it is not responsible. The responsibilities of Davy as (i) the Company's nominated adviser solely for the purposes of the AIM Rules for Nominated Advisers; and (ii) Euronext Growth Adviser solely for the purpose of the Rules for Euronext Growth Advisers, are owed solely to the London Stock Exchange and Euronext Dublin respectively and are not owed to the Company or any Director or to any other person in respect of his decision to acquire Common Shares, or otherwise invest, in the Company in reliance on any parts of this Announcement.

Cenkos, who is authorised and regulated in the United Kingdom by the FCA, is acting as Joint Bookrunner to the Company. Cenkos is acting exclusively for the Company in connection with the Placing and no other person in connection with the Placing. Cenkos will not regard any other person as its customer or be responsible to any other person for providing the protections afforded to customers of Cenkos nor for providing advice in relation to the transactions and arrangements detailed in this Announcement for which the Company and the Directors are solely responsible. Cenkos has not authorised the contents of, or any part of, this Announcement and, without limiting the statutory rights of any person to whom this Announcement is issued, no liability whatsoever is accepted by Cenkos for the accuracy of any information or opinions contained in this Announcement or for the omission of any material information for which it is not responsible.

RBC, who is authorised by the Prudential Regulation Authority ("PRA") and regulated in the United Kingdom by the FCA and the PRA, is acting as Joint Bookrunner to the Company. RBC is acting exclusively for the Company in connection with the Placing and no other person in connection with the Placing. RBC will not regard any other person as its customer or be responsible to any other person for providing the protections afforded to customers of RBC nor for providing advice in relation to the transactions and arrangements detailed in this Announcement for which the Company and the Directors are solely responsible. RBC has not authorised the contents of, or any part of, this Announcement and, without limiting the statutory rights of any person to whom this Announcement is issued, no liability whatsoever is accepted by RBC for the accuracy of any information or opinions contained in this Announcement or for the omission of any material information for which it is not responsible.

This Announcement has been issued by, and is the sole responsibility of, the Company. No representation or warranty, express or implied, is or will be made as to, or in relation to, and no responsibility or liability is or will be accepted by any Joint Bookrunner or by 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.

The distribution of the Announcement and the offering of the Placing Shares in certain jurisdictions may be restricted or prohibited by law or regulation. Persons distributing the Announcement must satisfy themselves that it is lawful to do so. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdiction. No action has been taken by the Company or any of the Joint Bookrunners or any of their respective affiliates, agents, directors, officers or employees that would permit an offering of the Placing Shares or possession or distribution of the Announcement or any other offering or publicity material relating to such Placing Shares in any jurisdiction where action for that purpose is required. Persons into whose possession the Announcement comes are required by the Company and the Joint Bookrunners to inform themselves about, and to observe, such restrictions.

Solely for the purposes of the product governance requirements contained within: (a) EU Directive 2014/65/EU on markets in financial instruments, as amended ("MiFID II"); (b)

Articles 9 and 10 of Commission Delegated Directive (EU) 2017/593 supplementing MiFID II; and (c) local implementing measures (together, the “MiFID II Product Governance Requirements”), and disclaiming all and any liability, whether arising in tort, contract or otherwise, which any “manufacturer” (for the purposes of the MiFID II Product Governance Requirements) may otherwise have with respect thereto, the Placing Shares have been subject to a product approval process, which has determined that such securities 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, Placees should note that: the price of the Placing Shares may decline and investors could lose all or part of their investment; the Placing Shares offer no guaranteed income and no capital protection; and an investment in the Placing 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 Shares. Furthermore, it is noted that, notwithstanding the Target Market Assessment, the Joint Bookrunners 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 Placing Shares.

Each distributor is responsible for undertaking its own Target Market Assessment in respect of the Placing Shares and determining appropriate distribution channels.

The Announcement contains (or may contain) certain forward-looking statements that are subject to risks and uncertainties. Forward looking statements include statements relating to the following: (i) future capital expenditures, expenses, revenues, earnings, synergies, economic performance, indebtedness, financial condition, dividend policy, losses and future prospects; and (ii) business and management strategies and the expansion and growth of the Company’s operations. These statements, which sometimes use words such as "anticipate", "believe", "intend", "estimate", "expect", "will", "may", "should", "plan", "target", "aim" and words of similar meaning or similar expressions or negatives therefor, reflect the Directors' beliefs and expectations and involve a number of risks, uncertainties and assumptions that could cause actual results and performance to differ materially from any expected future results or performance expressed or implied by any such forward-looking statement. Many of these risks and uncertainties relate to factors that are beyond the Company’s ability to control or estimate precisely, such as (i) price fluctuations in crude oil and natural gas; (ii) currency fluctuations; (iii) drilling and production results; (iv) reserves estimates; (v) loss of market share and industry competition; (vi) environmental and physical risks; (vii) risks associated with the identification of suitable potential acquisition properties and targets, and successful negotiation and completion of such transactions; (viii) legislative, fiscal and

regulatory developments including regulatory measures addressing climate change; (ix) economic and financial market conditions in various countries and regions; (x) political risks, including the risks of renegotiation of the terms of contracts with governmental entities, delays or advancements in the approval of projects and delays in the reimbursement of shared costs; (xi) drilling wells is speculative, often involving significant costs that may be more than estimated and may not result in discoveries and (xii) changes in trading conditions. The Company cannot give any assurance that such forward-looking statements will prove to have been correct. Statements contained in the Announcement regarding past trends or activities should not be taken as a representation that such trends or activities will continue in the future. The information contained in the Announcement is subject to change without notice and, except as required by applicable law, neither the Joint Bookrunners nor the Company assumes any responsibility or obligation to update publicly or review any of the forward-looking statements contained herein 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 the Announcement. Nothing contained herein shall be deemed to be a forecast, projection or estimate of the future financial performance of the Company or any other person following the implementation of the Placing or otherwise.

The price of Common Shares and the income from them may go down as well as up and investors may not get back the full amount invested on disposal of the Common Shares. Past performance is no guide to future performance and persons who require advice should consult an independent financial adviser.

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This Announcement is for information purposes only and does not constitute, or form part of, a prospectus relating to the Company nor does it constitute or form part of any invitation or an offer to any person, or any public offer, to issue, sell, subscribe for, purchase or otherwise acquire shares or the solicitation of an offer to acquire, purchase or subscribe for any securities in the United States, Australia, Canada, the Republic of South Africa or Japan or any jurisdiction in which such offer or solicitation would be unlawful or require preparation of any prospectus or other offer documentation or would be unlawful prior to registration, exemption from registration or qualification under the securities laws of any such jurisdiction. No public offering of the Placing Shares is being made in any such jurisdiction.

The securities referred to in this Announcement have not been nor will be registered under the Securities Act, and may not be offered, sold or transferred, directly or indirectly, 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 the securities laws of any state or other jurisdiction of the United States. No public offering of the securities referred to in this Announcement is being made in the United States, United Kingdom or elsewhere.

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

## DEFINITIONS

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

"**£**" means the lawful currency of the United Kingdom;

"**A\$**" means the lawful currency of the Australia;

"**Admission**" means admission of the Placing Shares to trading on AIM, Euronext Growth and the TSX Venture Exchange Market;

"**AIM**" means the Alternative Investment Market, a market regulated by the London Stock Exchange;

"**AIM Rules**" means the AIM Rules for Companies and the AIM Rules for Nominated Advisers;

"**AIM Rules for Companies**" means the rules published by the London Stock Exchange governing admission to AIM and the regulation of companies whose securities are admitted to trading on AIM (and any guidance notes in relation to the foregoing), as each may be amended from time to time;

"**AIM Rules for Nominated Advisers**" means the rules of the London Stock Exchange governing the eligibility criteria, ongoing obligations and disciplinary provisions for nominated advisers, as amended from time to time;

"**Announcement**" means this announcement and the Appendix;

"**Associate**" means in respect of a person, any holding company, subsidiary undertaking or branch of such person or any holding company, subsidiary undertaking or branch of any such holding company, subsidiary undertaking and branch or any of their respective associated undertakings and "**Associates**" shall be construed accordingly;

"**Bookbuild**" means the bookbuilding process being conducted by the Joint Bookrunners in connection with the Placing;

"**Canadian Securities Laws**" means all applicable Canadian securities laws and the respective rules and regulations under such laws, together with published policy statements, notices and orders of the Securities Commissions;

"**CBI**" means the Central Bank of Ireland;

"**Cenkos**" means Cenkos Securities plc;

"**Common Shares**" means the common shares in the share capital of the Company;

"**Davy**" means J&E Davy, trading as Davy including its affiliate Davy Corporate Finance and other affiliates, or any of its subsidiary undertakings;

**“Director”** means a director of the Company;

**"EEA"** means the European Economic Area;

**“Euronext Dublin”** means The Irish Stock Exchange plc trading as Euronext Dublin;

**“Euronext Growth”** means the Euronext Growth market, a market operated by Euronext Dublin (formerly known as the Enterprise Securities Market);

**“Euronext Growth Rules”** means the Euronext Growth Rules for Companies and the Rules for Euronext Growth Advisers;

**"Euronext Growth Rules for Companies"** means the rules published by Euronext Dublin governing admission to Euronext Growth and the regulation of companies whose securities are admitted to trading on Euronext Growth (and any guidance notes in relation to the foregoing), as each may be amended from time to time;

**"Falcon Australia"** means Falcon Oil & Gas Australia Ltd., a c. 98% subsidiary of the Company;

**"FCA"** means the Financial Conduct Authority;

**"FSMA"** means the Financial Services and Markets Act 2000, as amended;

**"Group"** means the Company and its subsidiary undertakings and Associates and **"Group Company"** means any one of them

**"Joint Bookrunners"** means together, Cenkos, Davy and RBC and each a **"Joint Bookrunner"** ;

**“London Stock Exchange”** means the London Stock Exchange plc;

**"MAR"** means Market Abuse Regulation (EU) No 596/2014 and all delegated regulations, technical standards and guidance relating thereto;

**"Order"** means the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005, as amended from time to time;

**"Overseas Shareholders"** means shareholders with registered addresses, or who are citizens or residents of, or incorporated in, countries outside of the United Kingdom;

**"Placees"** means persons who have agreed to subscribe for Placing Shares pursuant to the Placing;

**“Placing”** means the proposed placing of the Placing Shares described in this Announcement;

**“Placing Agreement”** means the placing agreement among the Company and the Joint Bookrunners dated 17 May 2019;

**“Placing Price”** means £0.14 per Placing Share;

**“Placing Shares”** means the new Common Shares that the Company is seeking to issue in the Placing;

**"Placing Results Announcement"** means the press announcement, giving details of the number of Placing Shares to be issued by the Company to Placees at the Placing Price;

**"Prospectus Directive"** means the EU Prospectus Directive 2003/71/EC, as amended from time to time, and includes any relevant implementing directive measure in any Member State of the EEA to the extent implemented in the relevant Member State of the EEA;

**"Qualified Investor"** means person who are qualified investors as defined in section 86(7) of FSMA;

**“RBC”** means RBC Europe Limited (trading as RBC Capital Markets);

**"Regulatory Information Service"** means any of the services set out in the list of Primary Information Providers maintained by the FCA and CBI;

**"Rules for Euronext Growth Advisors"** means the rules of Euronext Dublin governing the eligibility criteria, ongoing obligations and disciplinary provisions for Euronext Growth advisors, as amended from time to time;

**"Securities Act"** means United States Securities Act of 1933, as amended from time to time;

**"Securities Commissions"** means the securities commissions or similar regulatory authorities in British Columbia;

**“TSX Venture Exchange”** means the TSX Venture Exchange Inc;

**“TSX Venture Exchange Market”** means the TSX Venture Exchange market for securities operated by the TSX Venture Exchange;

**"TSXV Rules"** means the rules, regulations and policies of the TSX Venture Exchange including the TSX Venture Exchange Corporate Finance Manual

**"US\$"** means the lawful currency of the United States; and

**"United States"** means the United States of America, its territories and possessions, any state in the United States, the District of Columbia and other areas subject to its jurisdiction.

**EXCHANGE RATES**

Conversions from A\$ to US\$ in this announcement have been conducted at an exchange rate of 0.71069 being the average exchange rate for the previous two months as of 19 April 2019. Conversions from US\$ to £ in this announcement have been conducted at an exchange rate of 0.77626 being the relevant exchange rate on 16 May 2019.

## GLOSSARY

The following glossary of terms applies throughout this Announcement, unless the context otherwise requires:

**"2C"** means best estimate of those quantities of petroleum which are estimated, on a given date, to be potentially recoverable from known accumulations, but which are not currently considered to be commercially recoverable;

**"bbl/MMscf"** means the ratio of hydrocarbon liquids and gas expressed as barrels per million standard cubic feet;

**"contingent resource estimate"** means contingent resource estimates that have been prepared on a statistical aggregation basis and in accordance with the Society of Petroleum Engineers Petroleum Resources Management System, being (as of 15 February 2017) those quantities of gas (produced gas minus carbon dioxide and inert gasses) that are potentially recoverable from known accumulations but which are not yet considered commercially recoverable due to the need for additional delineation drilling, further validation of deliverability and original gas in place, and confirmation of prices and development costs;

**"mTVD"** means meter true vertical depth;

**"MMscf"** means million standard cubic feet of gas;

**"MMscf/d"** means million standard cubic feet of gas per day;

**"petroleum"** composite term for natural gas, crude oil and liquids;

**"production"** means the production of petroleum from a discovery which has been developed; and

**"TCF"** means trillion cubic feet of gas.

## APPENDIX

### TERMS AND CONDITIONS OF THE PLACING

#### IMPORTANT INFORMATION FOR PLACERS ONLY

THIS ANNOUNCEMENT, INCLUDING THIS APPENDIX AND THE INFORMATION CONTAINED HEREIN (TOGETHER, THE "ANNOUNCEMENT") IS RESTRICTED AND IS NOT FOR PUBLICATION, RELEASE OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, IN OR INTO OR FROM THE UNITED STATES, AUSTRALIA, JAPAN, THE REPUBLIC OF SOUTH AFRICA OR ANY JURISDICTION IN WHICH THE SAME WOULD BE UNLAWFUL. PERSONS INTO WHOSE POSSESSION THIS ANNOUNCEMENT COMES ARE REQUIRED BY THE COMPANY AND THE JOINT BOOKRUNNERS TO INFORM THEMSELVES ABOUT AND TO OBSERVE ANY SUCH RESTRICTIONS.

THIS ANNOUNCEMENT DOES NOT ITSELF CONSTITUTE AN OFFER OR INVITATION TO UNDERWRITE AN OFFER FOR SALE OR SUBSCRIPTION OF ANY SECURITIES IN THE COMPANY.

MEMBERS OF THE PUBLIC ARE NOT ELIGIBLE TO TAKE PART IN THE PLACING. THE TERMS AND CONDITIONS SET OUT HEREIN ARE FOR INFORMATION PURPOSES ONLY AND ARE ONLY DIRECTED AT, AND BEING DISTRIBUTED TO, PERSONS WHOSE ORDINARY ACTIVITIES INVOLVE THEM IN ACQUIRING, HOLDING, MANAGING AND DISPOSING OF INVESTMENTS (AS PRINCIPAL OR AGENT) FOR THE PURPOSES OF THEIR BUSINESS AND WHO HAVE PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO INVESTMENTS AND ARE:

(A) IF IN A MEMBER STATE OF THE EUROPEAN ECONOMIC AREA ("EEA"), PERSONS WHO ARE QUALIFIED INVESTORS AS DEFINED IN SECTION 86(7) OF FSMA, AS AMENDED ("QUALIFIED INVESTORS"), BEING PERSONS FALLING WITHIN THE MEANING OF ARTICLE 2(1)(E) OF THE EU PROSPECTUS DIRECTIVE (WHICH MEANS DIRECTIVE 2003/71/EC, AS AMENDED FROM TIME TO TIME, AND INCLUDES ANY RELEVANT IMPLEMENTING DIRECTIVE MEASURE IN ANY MEMBER STATE OF THE EEA TO THE EXTENT IMPLEMENTED IN THE RELEVANT MEMBER STATE OF THE EEA) (THE "PROSPECTUS DIRECTIVE");

(B) IF IN THE UNITED KINGDOM, QUALIFIED INVESTORS WHO ARE PERSONS (I) HAVE PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO INVESTMENTS AND WHO FALL WITHIN THE DEFINITION OF "INVESTMENT PROFESSIONALS" IN ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005, AS AMENDED ("THE ORDER") OR ARE PERSONS FALLING WITHIN ARTICLE 49(2) OF THE ORDER; AND

(C) ANY OTHER PERSON TO WHOM IT MAY OTHERWISE LAWFULLY BE COMMUNICATED, AND, IN EACH CASE, WHO HAVE BEEN INVITED TO PARTICIPATE IN THE PLACING BY A JOINT BOOKRUNNER (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS "RELEVANT PERSONS").

THIS ANNOUNCEMENT AND THE INFORMATION IN IT MUST NOT BE ACTED ON OR RELIED ON BY PERSONS WHO ARE NOT RELEVANT PERSONS. PERSONS DISTRIBUTING THIS ANNOUNCEMENT MUST SATISFY THEMSELVES THAT IT IS LAWFUL TO DO SO. ANY

**INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THIS ANNOUNCEMENT RELATES IS AVAILABLE ONLY TO RELEVANT PERSONS AND WILL BE ENGAGED IN ONLY WITH RELEVANT PERSONS. THIS ANNOUNCEMENT DOES NOT ITSELF CONSTITUTE AN OFFER FOR SALE OR SUBSCRIPTION OF ANY SECURITIES IN THE COMPANY.**

**THE CONTENT OF THIS ANNOUNCEMENT HAS NOT BEEN APPROVED BY THE LONDON STOCK EXCHANGE, EURONEXT DUBLIN, THE TSX VENTURE EXCHANGE OR AN AUTHORISED PERSON WITHIN THE MEANING OF FSMA, NOR IS IT INTENDED THAT IT WILL BE SO APPROVED. RELIANCE ON THIS ANNOUNCEMENT FOR THE PURPOSE OF ENGAGING IN ANY INVESTMENT ACTIVITY MAY EXPOSE AN INDIVIDUAL TO A SIGNIFICANT RISK OF LOSING ALL OF THE PROPERTY OR OTHER ASSETS INVESTED.**

**THIS ANNOUNCEMENT IS NOT AN OFFER OF SECURITIES FOR SALE INTO THE UNITED STATES. THE PLACING SHARES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES, AND MAY NOT BE OFFERED, SOLD, TAKEN UP, RESOLD, TRANSFERRED OR DELIVERED, DIRECTLY OR INDIRECTLY, IN, INTO OR FROM THE UNITED STATES EXCEPT PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN COMPLIANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. THE PLACING SHARES ARE BEING OFFERED AND SOLD (I) IN THE UNITED STATES ONLY TO A LIMITED NUMBER OF "QUALIFIED INSTITUTIONAL BUYERS" AS DEFINED IN RULE 144A ("QIBS") PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT IN A TRANSACTION NOT INVOLVING A PUBLIC OFFERING AND IN COMPLIANCE WITH THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES; AND (II) OUTSIDE THE UNITED STATES IN OFFSHORE TRANSACTIONS IN RELIANCE ON AND IN ACCORDANCE WITH REGULATION S UNDER THE SECURITIES ACT ("REGULATION S"). NO PUBLIC OFFERING OF THE PLACING SHARES IS BEING MADE IN THE UNITED STATES, THE UNITED KINGDOM OR ELSEWHERE. NO REPRESENTATION IS BEING MADE AS TO THE AVAILABILITY OF ANY EXEMPTION UNDER THE SECURITIES ACT FOR THE REOFFER, RESALE, PLEDGE OR TRANSFER OF THE PLACING SHARES. NO MONEY, SECURITIES OR OTHER CONSIDERATION FROM ANY PERSON INSIDE THE UNITED STATES IS BEING SOLICITED AND, IF SENT IN RESPONSE TO THE INFORMATION CONTAINED IN THIS ANNOUNCEMENT, WILL NOT BE ACCEPTED.**

**THE PLACING SHARES ARE NOT AND WILL NOT BE LISTED ON THE SIX SWISS EXCHANGE ("SIX") OR ANY OTHER STOCK EXCHANGE OR REGULATED TRADING FACILITY IN SWITZERLAND. THIS ANNOUNCEMENT HAS BEEN PREPARED WITHOUT REGARD TO THE DISCLOSURE STANDARDS FOR ISSUANCE PROSPECTUSES UNDER ARTICLE 652A OR 1156 OF THE SWISS CODE OF OBLIGATIONS AND MAY NOT COMPLY WITH INFORMATION STANDARDS REQUIRED THEREUNDER. NEITHER THIS ANNOUNCEMENT NOR ANY OTHER OFFERING OR MARKETING MATERIAL RELATING TO THE PLACING SHARES MAY BE PUBLICLY DISTRIBUTED OR OTHERWISE MADE PUBLICLY AVAILABLE IN SWITZERLAND.**

**WITHOUT PRIOR WRITTEN APPROVAL OF TSX VENTURE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE CANADIAN SECURITIES LAWS, THE PLACING SHARES MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF TSX VENTURE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE**

**BENEFIT OF A CANADIAN RESIDENT UNTIL THE DATE THAT IS FOUR MONTHS AND A DAY AFTER THE DATE OF ISSUANCE.**

**THIS ANNOUNCEMENT IS NOT A PROSPECTUS, PRODUCT DISCLOSURE STATEMENT OR DISCLOSURE DOCUMENT FOR THE PURPOSES OF THE CORPORATIONS ACT 2001 (CTH) AND HAS NOT BEEN LODGED WITH THE AUSTRALIAN SECURITIES AND INVESTMENTS COMMISSION ("ASIC"). ACCORDINGLY, THIS ANNOUNCEMENT DOES NOT CONTAIN THE INFORMATION WHICH WOULD BE CONTAINED IN A PROSPECTUS AND DOES NOT PURPORT TO CONTAIN ALL OF THE INFORMATION THAT MAY BE NECESSARY OR DESIRABLE TO ENABLE A POTENTIAL INVESTOR TO PROPERLY EVALUATE AND CONSIDER AN INVESTMENT IN THE COMPANY. THIS ANNOUNCEMENT DOES NOT PURPORT TO BE COMPLETE, NOR DOES IT CONTAIN ALL THE INFORMATION WHICH MAY BE MATERIAL TO A RECIPIENT OF THIS ANNOUNCEMENT. IT SHOULD BE READ IN CONJUNCTION WITH THE COMPANY'S OTHER PUBLIC FILINGS WHICH CAN BE FOUND AT [WWW.SEDAR.COM](http://WWW.SEDAR.COM). NO OFFER OF SECURITIES IN THE COMPANY IS BEING OR WILL BE MADE IN AUSTRALIA IN CIRCUMSTANCES WHICH WOULD REQUIRE SUCH A PROSPECTUS TO BE PREPARED. THE ANNOUNCEMENT IS FOR INFORMATION PURPOSES ONLY, AND IS NOT AND SHOULD NOT BE CONSIDERED AN OFFER OR AN INVITATION TO ACQUIRE ENTITLEMENTS, OR SHARES OR ANY OTHER FINANCIAL PRODUCTS UNDER AUSTRALIAN LAW OR UNDER ANY OTHER LAW.**

**EACH PLACEE SHOULD CONSULT WITH ITS OWN ADVISERS AS TO LEGAL, TAX, BUSINESS AND RELATED ASPECTS OF A SUBSCRIPTION FOR THE PLACING SHARES. THE DISTRIBUTION OF THIS ANNOUNCEMENT, ANY PART OF IT OR ANY INFORMATION CONTAINED IN IT MAY BE RESTRICTED BY LAW IN CERTAIN JURISDICTIONS, ANY PERSON INTO WHOSE POSSESSION THIS ANNOUNCEMENT, ANY PART OF IT OR ANY INFORMATION CONTAINED IN IT COMES SHOULD INFORM THEMSELVES ABOUT, AND OBSERVE, SUCH RESTRICTIONS.**

This Announcement (or any part of it) does not constitute or form part of any offer to issue or sell, or the solicitation of an offer to acquire, purchase or subscribe for, any securities in the United States, Australia, Canada, Japan or the Republic of South Africa or any other jurisdiction in which the same would be unlawful. No public offering of the Placing Shares is being made in any such jurisdiction.

All offers of the Placing Shares will be made pursuant to an exemption under the Prospectus Directive from the requirement to produce a prospectus. In the United Kingdom, this Announcement is being directed solely at persons in circumstances in which section 21(1) of FSMA does not apply.

The Placing Shares have not been approved or disapproved by the US Securities and Exchange Commission, any state securities commission or other regulatory authority in the United States, nor have any of the foregoing authorities passed upon or endorsed the merits of the Placing or the accuracy or adequacy of this Announcement. 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; the relevant clearances have

not been, and will not be, obtained for the South Africa Reserve Bank or any other applicable body in the Republic of South Africa in relation to the Placing Shares 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.

The information in this Announcement may not be forwarded or distributed to any other person and may not be reproduced in any manner whatsoever. Any forwarding, distribution, reproduction, or disclosure of this information in whole or in part is unauthorised. Failure to comply with this directive may result in a violation of the Securities Act or the applicable laws of other jurisdictions. Persons (including, without limitation, nominees and trustees) who have a contractual right or other legal obligations to forward a copy of this Announcement should seek appropriate advice before taking any action.

This Announcement should be read in its entirety. In particular, you should read and understand the information provided in this "Important Information" section of this Announcement. Persons (including individuals, funds or otherwise) who have chosen to participate in the Placing will be deemed to have read and understood this Announcement, including this Appendix, in its entirety, to be participating, making and offer and acquiring Placing Shares on the terms and conditions, and providing the representations, warranties, indemnities, acknowledgements, and undertakings contained in this Announcement.

In this Appendix, unless the context otherwise requires, "Placee" means a Relevant Person (including individuals, funds or others) by whom or on whose behalf a commitment to subscribe for Placing Shares has been given. In particular, each such Placee represents, warrants, acknowledges and agrees (amongst other things) that:

1. it is a Relevant Person and undertakes that it will acquire, hold, manage or dispose of any Placing Shares that are allocated to it for the purposes of its business;
2. in the case of a Relevant Person in a member state of the EEA which has implemented the Prospectus Directive (each, a "Relevant Member State") who acquires any Placing Shares pursuant to the Placing: (i) is a Qualified Investor; or (ii) in the case of any Placing Shares acquired by it as a financial intermediary, as that term is used in Article 3(2) of the Prospectus Directive, (A) the Placing Shares acquired by it in the Placing have not been acquired on behalf of, nor have they been acquired with a view to their offer or resale to, persons in any Relevant Member State other than Qualified Investors or in circumstances in which the prior consent of the Joint Bookrunners has been given to the offer or resale; or (B) where Placing Shares have been acquired by it on behalf of persons in any Relevant Member State other than Qualified Investors, the offer of those Placing Shares to it is not treated under the Prospectus Directive as having been made to such persons;
3. 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 unless, in the case of this clause (ii), it is acting with

investment discretion for such person or, if such person is a corporation or partnership, the person agreeing to purchase the Placing Shares is an employee of such person authorised to make such purchase;

4. it is acquiring the Placing Shares for its own account or is acquiring the Placing Shares for an account with respect to which it exercises sole investment discretion and has the authority to make and does make the representations, warranties, indemnities, acknowledgements and agreements contained in this Announcement; and
5. it understands (or, if acting for the account of another person, such person understands) the resale and transfer restrictions set out in this Announcement.

The Company and the Joint Bookrunners will rely upon the truth and accuracy of the foregoing representations, acknowledgements and agreements.

### **Details of the Placing**

The Joint Bookrunners will commence the Bookbuild in respect of the Placing. The book will open with immediate effect following the release of this Announcement. The Joint Bookrunners have entered into an agreement with the Company (the "Placing Agreement") under which, subject to the terms and conditions set out in that agreement, each Joint Bookrunners has agreed severally to use its reasonable endeavours to procure Places for the Placing Shares at the Placing Price.

The Placing is conditional upon, amongst other things, Admission becoming effective and the Placing Agreement becoming unconditional in all respects and not being terminated in accordance with its terms.

The Placing Shares will, when issued, be subject to the articles of association of the Company and credited as full paid and will rank *pari passu* in all respects with the existing issued Common Shares, including the right to receive dividends and other distributions declared, made or paid in respect of such Common Shares after the date of issues of the Placing Shares.

### **Application for Admission to trading**

Application will be made to:

1. the London Stock Exchange for admission of the Placing Shares to trading on AIM;
2. Euronext Dublin for admission of the Placing Shares to trading on Euronext Growth; and
3. TSX Venture Exchange for listing of the Placing Shares for trading on TSX Venture Exchange Market,

in relation to Admission.

Subject to, amongst other things, the Placing Agreement becoming unconditional and not being terminated in accordance with its terms, it is expected that Admission will become effective and that dealings in the Placing Shares will commence on AIM and Euronext

Growth at 8.00 a.m. on 22 May 2019. The Placing Shares will not trade on the TSX Venture Exchange until the date that is four months and a day after the day of issuance.

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

1. The Joint Bookrunners are arranging the Placing severally and not jointly or jointly and severally as agents for and on behalf of the Company.
2. Participation in the Placing will only be available to persons who may lawfully be, and are, invited by any of the Joint Bookrunners to participate. Each of the Joint Bookrunners and any of their respective affiliates are entitled to enter bids in the Bookbuild.
3. The Bookbuild will establish the number of Placing Shares to be issued by the Company at the Placing Price, which will be payable by all Placees whose bids are successful. The number of Placing Shares to be issued will be announced through the Placing Results Announcement following the completion of the Bookbuild.
4. To bid in the Bookbuild, Placees should communicate their bid by telephone to their usual sales contact at the relevant Joint Bookrunner. Each bid should state the number of Placing Shares which the prospective Placee wishes to acquire at the Placing Price. Bids may be scaled down by the Joint Bookrunners on the basis referred to in paragraph 9 below.
5. The Bookbuild is expected to close no later than 18.30 p.m UK time on 17 May 2019 but may close 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 Bookbuild has closed.
6. Each Placee's allocation will be determined by the Joint Bookrunners in their discretion following consultation with the Company and will be confirmed orally by the relevant Joint Bookrunner as soon as practicable following the close of the Bookbuild. Each Placee's allocation and commitment will be evidenced by a form of confirmation issued to such Placee by the relevant Joint Bookrunner ("Confirmation"). The terms of this Appendix will be deemed incorporated in that Confirmation.
7. Such Confirmation will constitute an irrevocable legally binding commitment by that person (who will at that point become a Placee) in favour of the Joint Bookrunners and the Company 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 (a copy of the terms and conditions having been provided to the Placee prior to or at the same time as such Confirmation) and in accordance with the Company's articles of association. Except with the Joint Bookrunners' written consent, such commitment will not be capable of variation or revocation at the time at which it is submitted. For the avoidance of doubt, the Confirmation constitutes each Placee's irrevocable legally binding agreement, subject to the Placing Agreement not having been terminated, to pay the aggregate settlement amount for the Placing Shares to be subscribed for by that Placee regardless of the total number of Placing Shares (if any) subscribed for by any other investor(s).

8. The Company will release the Placing Results Announcement following the close of the Bookbuild, detailing the aggregate number of Placing Shares to be issued.
9. The Joint Bookrunners may choose to accept bids, either in whole or in part, on the basis of allocations determined at the Joint Bookrunners' discretion (after consultation with the Company) and may scale down any bids for this purpose on such basis as they may determine or be directed. The Joint Bookrunners may also, notwithstanding paragraphs 5 to 8 above, (a) allocate Placing Shares after the time of any initial allocation to any person submitting a bid after that time and (b) allocate Placing Shares after the Bookbuild has closed to any person submitting a bid after that time.
10. Each Placee's obligation to acquire and pay for Placing Shares under the Placing will be owed to the Joint Bookrunners and the Company. Each Placee has an immediate, separate, irrevocable and binding obligation, owed to the Joint Bookrunners, to pay to the relevant Bookrunner (or as it may direct) in cleared funds an amount equal to the Placing Price for each Placing Share it has agreed to acquire and the Company has agreed to allot and issue to the Placee under the Placing.
11. Each Placee will be deemed to have read and understood this Appendix in its entirety, to be participating in the Placing upon the terms and conditions contained in this Appendix, and to be providing the representations, warranties, agreements, acknowledgements and undertakings, in each case as contained in this Appendix.
12. To the fullest extent permitted by law and applicable FCA rules (the "FCA Rules") and CBI rules, none of (i) the Joint Bookrunners, (ii) any of their respective directors, officers, employees, consultants, affiliates, agents, or (iii) to the extent not contained within (i) or (ii), any person connected with the Joint Bookrunners as defined in FSMA ((i), (ii) and (iii) being together "affiliates" and individually an "affiliate"), (iv) any person acting on any of the Joint Bookrunners' behalf, shall have any liability (including to the extent permissible by law, any fiduciary duties) to Placees or to any person other than the Company in respect of the Placing. In particular, neither the Joint Bookrunners nor any of their respective affiliates shall have any liability (including, to the extent permissible by law, any fiduciary duties) in respect of their conduct of the Placing or of such alternative method of effecting the Placing as the Joint Bookrunners and the Company may agree.
13. Irrespective of the time at which a Placee's allocation(s) pursuant in the Placing is/are confirmed, settlement for all Placing Shares to be acquired pursuant to the Placing will be required to be made at the same time, on the basis explained below under 'Registration and Settlement'.
14. All obligations of the Joint Bookrunners under the Placing will be subject to the fulfilment of the conditions referred to below under 'Conditions of the Placing' and to the Placing Agreement not being terminated on the basis referred to below under 'Termination of the Placing Agreement'. In the event that the Placing Agreement does not otherwise become unconditional in any respect or is terminated, the Placing will not proceed and all funds delivered by the Placee to the Joint Bookrunners (or any one of them) in respect of the Placee's participation will be returned to the Placee at the Placee's risk without interest.

15. By participating in the Placing, each Placee agrees that its rights and obligations in respect of the Placing will terminate only in the circumstances described below and will not otherwise be capable of rescission or termination by the Placee.
16. By participating in the Placing, each Placee is deemed to have read and understood this Announcement, including this Appendix, in its entirety and to be making such offer on the terms and conditions, and to be providing the representations, warranties, acknowledgements, and undertakings contained in this Appendix.

### **Conditions of the Placing**

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

The obligations of the Joint Bookrunners under the Placing Agreement in respect of the Placing Shares are conditional on, amongst other things:

- (a) the Company having complied with its obligations under the Placing Agreement (to the extent that such obligations fall to be performed prior to Admission);
- (b) Admission having occurred not later than 8.00 a.m. on 22 May 2019 or such later date as the Company and the Joint Bookrunners may agree (in any event being not later than 8.00 a.m. on 30 May 2019);
- (c) the publication of the Placing Results Announcement through a Regulatory Information Service no later than 6.30 p.m. on 17 May 2019 (or such later time and/or date as the Company and the Joint Bookrunners may agree);
- (d) none of the representations, warranties or undertakings on the part of the Company contained in the Placing Agreement being or having become untrue, inaccurate or misleading at the date of the Placing Agreement or any time before Admission, and no fact or circumstance having arisen which would constitute a breach of any of the representations, warranties or undertakings under the Placing Agreement; and
- (e) from the date of this Agreement to immediately prior to Admission, there not having occurred, in the Joint Bookrunners opinion (acting in good faith) an adverse change in, or any development reasonably likely to result in or have a prospective adverse change in or affecting, the condition (financial, operational, legal or otherwise), prospects, earnings, properties, assets, rights, net asset value, funding position, liquidity, solvency, management, business affairs or operations of (i) the Company or (ii) the Group taken as a whole, whether or not arising in the ordinary course of business, which is material (whether or not foreseeable at the date of this Agreement),

(all conditions to the obligations of the Joint Bookrunners included in the Placing Agreement being together, the "**Conditions**").

If (i) any of the Conditions are not fulfilled or, where permitted, waived by the Joint Bookrunners in accordance with the Placing Agreement within the respective time periods or such later time and/or date as the Company and the Joint Bookrunners may agree, provided

that the time for satisfaction of the Conditions shall not be extended beyond 8.00 a.m. on 30 May 2019), (ii) any of the Conditions becomes incapable of being fulfilled; or (iii) the Placing Agreement is terminated in accordance with its terms, the Placing will not proceed and the Placee's rights and obligations hereunder in relation to the Placing Shares shall cease and terminate at such time and each Placee agrees that no claim can be made by the Placee (or any person on whose behalf the Placee is acting) in respect thereof.

By participating in the Placing, each Placee agrees that its rights and obligations cease and terminate only in the circumstances described above and under "Termination of the Placing Agreement" below and will not be capable of rescission or termination by it after the issue by the relevant Joint Bookrunner of a Confirmation to such Placee.

Each of the Joint Bookrunners, in their respective absolute discretion, may waive compliance by the Company with the whole or any part of any of the Company's obligations in relation to the Conditions and the Joint Bookrunners may also agree in writing with the Company to extend the time for satisfaction of any Condition. Any such extension or waiver will not affect Placees' commitments or obligations as set out in this Announcement.

The Joint Bookrunners may terminate the Placing Agreement in certain circumstances, details of which are set out below.

None of the Joint Bookrunners, the Company nor any of their respective affiliates, agents, directors, officers or employees shall have any liability to any Placee (or to any other person whether acting on behalf of a Placee or otherwise) in respect of any decision they may make as to whether or not to waive or to extend the time and/or the date for the satisfaction of any Condition nor for any decision they may make as to the satisfaction of any Condition or in respect of the Placing generally, and by participating in the Placing each Placee agrees that any such decision is within the absolute discretion of the Joint Bookrunners.

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

Any of the Joint Bookrunners is entitled at any time before Admission, to terminate the Placing Agreement in relation to its obligations in respect of the Placing Shares by giving notice to the Company if, amongst other things:

- (a) the Company fails to comply with any of its undertakings, covenants or obligations under the Placing Agreement which the Joint Bookrunners consider, in their sole judgement (acting in good faith) to be (singly or in aggregate) material in the context of the Placing; or
- (b) any of the representations or warranties given by the Company in the Placing Agreement is or becomes untrue, inaccurate or misleading; or
- (c) any statement contained in certain placing documents has become, or an omission in such placing documents, results in them being untrue, inaccurate in any material respect in the context of the Placing or misleading; or
- (d) there has occurred a force majeure event, or any material adverse change has occurred in the financial position or prospects or business of the Company or the Group which, in the opinion of the Joint Bookrunner, in

their sole judgement (acting in good faith), to be (singly or in aggregate) is material in the context of the Company, the Group taken as a whole, the Placing or Admission.

Upon such termination, the parties to the Placing Agreement shall be released and discharged (except for any liability arising before or in relation to such termination) from their respective obligations under or pursuant to the Placing Agreement subject to certain exceptions. If the Placing Agreement is terminated in accordance with its terms, the rights and obligations of each Placee in respect of the Placing as described in this Announcement shall cease and terminate at such time and no claim can be made by any Placee in respect thereof.

By participating in the Placing, each Placee agrees with the Company and the Joint Bookrunners that the exercise by the Joint Bookrunners of any right of termination, waiver or other condition or decision to extend or not the time for satisfaction of any Condition or any other right or other discretion under the Placing Agreement shall be within the absolute discretion of the Joint Bookrunners and that neither the Company nor the Joint Bookrunners need make any reference to such Placee and that neither the Joint Bookrunners or the Company nor any of their respective affiliates, agents, directors, officers or employees, shall have any liability to such Placee (or to any other person whether acting on behalf of a Placee or otherwise) whatsoever in connection with any such exercise or failure so to exercise.

### **No prospectus**

No offering document, prospectus or admission document has been or will be submitted to be approved by the FCA, CBI or submitted to the London Stock Exchange, Euronext Dublin or TSX Venture Exchange in relation to the Placing or the Placing Shares and Placees' commitments will be made solely on the basis of the information contained in this Announcement and any information publicly announced through a Regulatory Information Service by or on behalf of the Company on or prior to the date of this Announcement (the "Publicly Available Information") and subject to any further terms set forth in the Confirmation to be sent to individual Placees.

Each Placee, by accepting a participation in the Placing, agrees that the content of this Announcement is exclusively the responsibility of the Company and confirms that it has neither received nor relied on any other information, representation, warranty, or statement made by or on behalf of the Company, the Joint Bookrunners or any other person and none of the Joint Bookrunners nor the Company nor any other person acting on such person's behalf nor any of their respective affiliates, agents, directors, officers or employees has or shall have any liability for any Placee's decision to participate in the Placing and/or Bookbuild based on any other information, representation, warranty or statement which the Placees may have obtained or received. Each Placee acknowledges and agrees that it has relied on its own investigation of the business, financial or other position of the Company in accepting a participation in the Placing. Nothing in this paragraph shall operate to limit or exclude the liability of any person for fraudulent misrepresentation.

### **Registration and Settlement**

Participation in the Bookbuild is only available to persons who are invited to participate in it by the Joint Bookrunners (or any one of them).

Each Placee's commitment to acquire a fixed number of Placing Shares under the Placing will be agreed orally or in writing or via email with the Joint Bookrunners, and such agreement will constitute a legally binding commitment on such Placee's part to acquire such number of Placing Shares at the Placing Price subject to the terms and conditions set out in this Announcement and the Company's articles of association.

If Placees are allocated any Placing Shares in the Placing they will be sent a form of confirmation or electronic confirmation by the relevant Joint Bookrunner, as soon as it is able which will confirm the number of Placing Shares allocated to them, the Placing Price and the aggregate amount owed by them to the relevant Joint Bookrunner(s).

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

Settlement of transactions in depository interests representing the Placing Shares following Admission will take place within the system administered by Euroclear UK & Ireland Limited ("CREST"), subject to certain exceptions. Settlement of depository interests representing the Placing Shares through CREST is expected to take place on 22 May 2019 unless otherwise notified by the Joint Bookrunners and Admission is expected to occur no later than 8.00 a.m. on 30 May 2019 unless otherwise notified by the Joint Bookrunners. Admission and Settlement may occur at an earlier date, which if achievable, will be notified through a Regulatory Information Service. Settlement will be on a delivery versus payment basis. However, in the event of any difficulties or delays in the admission of depository interests representing Placing Shares to CREST or the use of CREST in relation to the Placing, the Company and the Joint Bookrunners may agree that the Placing Shares should be issued in certificated form. The Joint Bookrunners reserve the right to require settlement for the Placing Shares (or a portion thereof), and to deliver the Placing Shares to Placees, by such other means as they deem necessary if delivery or settlement of depository interests representing Placing Shares to Placees is not practicable within the CREST system or would not be consistent with regulatory requirements in a Placee's jurisdiction.

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

Each Placee is deemed to agree that, if it does not comply with these obligations, the Joint Bookrunners may sell any or all of the Placing Shares allocated to that Placee on such Placee's behalf and retain from the proceeds, for the Joint Bookrunner's own account and benefit, an amount equal to the aggregate amount owed by the Placee plus any interest due. The relevant Placee will, however, remain liable for any shortfall below the aggregate amount owed by it and 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 Placing Shares on such Placee's behalf.

If Placing Shares are to be delivered to a custodian or settlement agent, Placees should ensure that, upon receipt, the conditional form of confirmation is copied and delivered immediately to the relevant person within that organisation. Insofar as Placing Shares are registered in a Placee's name or that of its nominee or in the name of any person for whom a Placee is contracting as agent or that of a nominee for such person, such Placing Shares

should, subject as provided below, be so registered free from any liability to United Kingdom stamp duty or stamp duty reserve tax. Placees will not be entitled to receive any fee or commission in connection with the Placing.

### **Representations and warranties**

By submitting a bid in the Bookbuild, each prospective Placee (and any person acting on such Placee's behalf) acknowledges, undertakes, represents, warrants and agrees (for itself and for any such prospective Placee) that (save where the Joint Bookrunners expressly agree in writing to the contrary):

1. it has read, understood and accepts the terms and conditions set out within this Announcement, including the Appendix, in its entirety and that its acquisition of Placing Shares is subject to and based upon all the terms, conditions, representations, warranties, acknowledgements, agreements, indemnities and undertakings and other information contained herein and that it has not relied on, and will not rely on, any information given or any representations, warranties or statements made at any time by any person in connection with Admission, the Placing, the Company, the Placing Shares or otherwise, other than the information contained in this Announcement and the Publicly Available Information;
2. it has received this Announcement solely for its use and has not redistributed or duplicated it;
3. no offering document, prospectus or admission document has been or will be prepared in connection with the Placing and that it has not received a prospectus, admission document or other offering document in connection with the Placing or the Placing Shares;
4. its participation in the Placing shall also be subject to the provisions of the Placing Agreement and the articles of association of the Company in force both before and immediately after Admission;
5. the Common Shares are admitted to trading on AIM, Euronext Growth and the TSX Venture Exchange and the Company is therefore required to publish certain business and financial information in accordance with the AIM Rules, Euronext Growth Rules and TSXV Rules (collectively, the "Exchange Information"), which includes a description of the nature of the Company's business and the Company's most recent financial statements and that it is able to obtain or access such Exchange Information without undue difficulty and is able to obtain access to such information or comparable information concerning any other publicly traded company without undue difficulty;
6. it is not a resident of Canada and the Placing Shares may not be resold to a resident of Canada, except in accordance with an exemption from Canadian Securities Laws, or traded on or through the facilities of the TSX Venture Exchange until the date that is four months and a day after the date of issue of the Placing Shares;
7. none of the Joint Bookrunners nor the Company nor any of their respective affiliates, agents, directors, officers or employees nor any person acting on behalf of any of

them 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 the Joint Bookrunners, the Company, any of their respective affiliates, agents, directors, officers or employees or any person acting on behalf of any of them to provide it with any such information;

8. it has made its own assessment of the Placing Shares and has relied on its own investigation of the business, financial or other position of the Company in accepting a participation in the Placing;
9. the content of this Announcement and the Publicly Available Information is exclusively the responsibility of the Company and that none of the Joint Bookrunners, or any of their respective affiliates, agents, directors, officers or employees or any person acting on behalf of any of them 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 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 subscribe for the Placing Shares is contained in this Announcement and the Publicly Available Information, such information being all that it deems necessary to make an investment decision in respect of the Placing Shares and that (A) neither the Joint Bookrunners, the Company nor any of their respective affiliates, agents, directors, officers or employees has made any representation or warranty to it, express or implied, with respect to the Company, the Placing or the Placing Shares or the accuracy, completeness or adequacy of the Publicly Available Information; (B) none of the Joint Bookrunners nor the Company nor their respective affiliates, agents, directors, officers or employees 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; (C) it has relied on its own investigation of the business, financial or other position of the Company in deciding to participate in the Placing, satisfied itself that the information is still current and relied on that investigation for the purposes of its decision to participate in the Placing; and (D) has not relied on any investigation that the Joint Bookrunners or any person acting on their behalf may have conducted with respect to the Company, the Placing or the Placing Shares;
10. it if it has received any confidential price sensitive information about the Company in advance of the Placing, it has not (i) dealt in the securities of the Company; (ii) encouraged or required another person to deal in the securities of the Company; (iii) disclosed such information to any person, prior to the information being made generally available; or (iv) relied on any such information in accepting this invitation to participate in the Placing;
11. none of the Joint Bookrunners nor any of its respective affiliates, agents, directors, officers or employees or any person acting on behalf has or shall have any liability for any information, representation or statement contained in this Announcement or for

any Publicly Available Information, or any representation, warranty or undertaking relating to the Company nor will they be liable for any Placee's decision to participate in the Placing based on any information, representation, warranty or statement contained in this Announcement, the Publicly Available Information or otherwise provided that nothing in this paragraph excludes the liability of any person for fraudulent misrepresentation made by that person;

12. 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, the Terrorism Act 2006, the Criminal Justice (Money Laundering and Terrorism Financing) Act 2010 and the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and any related or similar rules, regulations or guidelines, issued, administered or enforced by any government agency having jurisdiction in respect thereof (the "Regulations") and, if it is making payment on behalf of a third party, it has obtained and recorded satisfactory evidence to verify the identity of the third party as may be required by the Regulations;
13. if a financial intermediary, as that term is used in Article 3(2) of the Prospectus Directive, that the Placing Shares subscribed for 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 EEA which has implemented the Prospectus Directive other than to Qualified Investors, or in circumstances in which the prior consent of the Joint Bookrunners has been given to the proposed offer or resale;
14. it has not offered or sold and 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 FSMA;
15. it has not offered or sold and will not offer or sell any Placing Shares to persons in the EEA prior to Admission except to 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 EEA within the meaning of the Prospectus Directive;
16. it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of FSMA) relating to the Placing Shares in circumstances in which section 21(1) of FSMA does not require approval of the communication by an authorised person;
17. it has complied and will comply with all applicable laws with respect to anything done by it or on its behalf in relation to the Placing Shares (including all relevant provisions

of FSMA with respect to anything done by it in relation to the Placing Shares in, from or otherwise involving, the United Kingdom);

18. it and any person acting on its behalf (it within the United Kingdom) is a person falling within Article 19(5) and/or Article 49(2)(a) to (d) of the Order, or is a person to whom this Announcement may otherwise be lawfully communicated and undertakes that it will acquire, hold, manage and (if applicable) dispose of any Placing Shares that are allocated to it for the purposes of its business only;
19. any offer of Placing Shares may only be directed at persons in member states of the EEA who are "qualified investors" within the meaning of Article 2(1)(e) of the Prospectus Directive and represents and agrees that it (and any person acting on its behalf) is such a qualified investor;
20. it and/or each person on whose behalf it is participating (i) is entitled to subscribe for and acquire Placing Shares under the laws of all relevant jurisdictions which apply to it; (ii) has fully observed such laws and regulations; (iii) it has all necessary capacity and has obtained all necessary consents and authorities 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, and that its subscription of the Placing Shares will be in compliance with applicable laws and regulations in the jurisdiction of its residence, the residence of the Company, or otherwise;
21. the Placing Shares have not been registered or otherwise qualified, and will not be registered or otherwise, for offer and sale nor will a prospectus be cleared or approved in respect of any of the Placing Shares under the securities laws of the United States, or any other jurisdiction of the United States, Australia, Canada, the Republic of South Africa or Japan and, subject to certain exceptions, may not be offered, sold, taken up, renounced or delivered or transferred, directly or indirectly within the United States, Australia, Canada, the Republic of South Africa or Japan or in any country or jurisdiction where any such action for that purpose is required;
22. it has complied with all relevant laws of all relevant territories, obtained all requisite governmental or other consents which may be required in connection with the Placing Shares, complied with all requisite formalities and that it has not taken any action or omitted to take any action which will or may result in the Joint Bookrunners, the Company or any of their respective directors, officers, agents, employees or advisers acting in breach of the legal or regulatory requirements of any territory in connection with the Placing;
23. its purchase of Placing Shares does not trigger, in the jurisdiction in which it is resident or located: (i) any obligation to prepare or file a prospectus or similar document or any other report with respect to such purchase; (ii) any disclosure or reporting obligation of the Company; or (iii) any registration or other obligation on the part of the Company;

24. it has the funds available to pay for the Placing Shares for which it has agreed to subscribe and acknowledges and agrees that it will make payment to the relevant Joint Bookrunner for the Placing Shares allocated to it in accordance with the terms and conditions of 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 the relevant Joint Bookrunner may in its 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 any stamp duty or stamp duty reserve tax (together with any interest or penalties due pursuant to the terms set out or referred to in this Announcement) which may arise upon the sale of such Placee's Placing Shares on its behalf;
25. none of the Joint Bookrunners nor any of their respective affiliates, agents, directors, officers or employees or any person acting on behalf of the Joint Bookrunners, is making any recommendations to it, advising it regarding the suitability of any transactions it may enter into in connection with the Placing nor providing advice in relation to the Placing nor in respect of any representations, warranties, acknowledgements, agreements, undertakings, or indemnities contained in the Placing Agreement nor the exercise or performance of the Joint Bookrunners' rights and obligations thereunder including any rights to waive or vary any Conditions or exercise any termination right under the Placing Agreement and that participation in the Placing is on the basis that it is not and will not be a client of the Joint Bookrunners for the purposes of the Placing and that the Joint Bookrunners do not have any duties or responsibilities to it for providing the protections afforded to its clients 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;
26. the person whom it specifies for registration as holder of the Placing Shares will be (i) itself or (ii) its nominee, as the case may be. None of the Joint Bookrunners or 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 and the Joint Bookrunners in respect of the same (including any interest or penalties) on the basis that depository interests representing Placing Shares will be allotted to the CREST stock account of the Joint Bookrunners who will hold them as nominee on behalf of such Placee until settlement in accordance with its standing settlement instructions;
27. these terms and conditions and any agreements entered into by it pursuant to these terms and conditions and any non-contractual obligations arising out of or in connection with such agreements shall be governed by and construed in accordance with the laws of 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 and/or the Joint Bookrunners 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;

28. the Joint Bookrunners and their respective affiliates, agents, directors, officers, employees and any person acting on their behalf will rely upon the truth and accuracy of the representations, warranties and acknowledgements set forth herein and which are irrevocable and it irrevocably authorises the Joint Bookrunners to produce this Announcement, pursuant to, in connection with, or as may be required by any applicable law or regulation, administrative or legal proceeding or official inquiry with respect to the matters set forth herein;
29. to indemnify on an after tax basis and hold the Company, the Joint Bookrunners and their respective affiliates, agents, directors, officers, employees and any person acting on their behalf harmless from any and all costs, claims, liabilities and expenses (including legal fees and expenses) arising out of or in connection with any breach of the representations, warranties, acknowledgements, agreements and undertakings in this Appendix and further agrees that the provisions of this Appendix shall survive after completion of the Placing;
30. it is acting as principal only in respect of the Placing or, if it is acting for any other person, (a) it is duly authorised to do so and has full power to make the acknowledgments, representations and agreements herein on behalf of each such person and (b) it is and will remain liable to the Company and the Joint Bookrunners for the performance of all its obligations as a Placee in respect of the Placing (regardless of the fact that it is acting for another person);
31. its commitment to subscribe for Placing Shares on the terms set out herein and the Confirmation 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 foregoing representations, warranties and confirmations are given for the benefit of the Company and the Joint Bookrunners. 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 the subscription by it and/or such person direct from the Company for the Placing Shares in question. Such agreement assumes, and is based on a warranty from each Placee, that neither it, nor the person specified by it for registration as holder, of Placing Shares is, or is acting as nominee or agent for, and that the Placing 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 Placing Shares, stamp duty or stamp duty reserve tax may be payable. In that event the Placee agrees that it shall be responsible for such stamp duty or stamp duty reserve tax, and none of the Company or the Joint Bookrunners shall be responsible for such stamp

duty or stamp duty reserve tax. If this is the case, each Placee should seek its own advice and notify the Joint Bookrunners accordingly;

32. no action has been or will be taken by any of the Company or 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 offer of the Placing Shares in any country or jurisdiction where any such action for that purpose is required;
33. in making any decision to subscribe for the Placing Shares, it 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 confirms that it is experienced in investing in securities of this nature in this sector and is aware that it may be required to bear, and is able to bear, the economic risk of, and is able to sustain a complete loss in connection with the Placing. It further confirms that it relied on 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;
34. it has (a) made its own assessment and satisfied itself concerning legal, regulatory, tax, business and financial considerations in connection herewith to the extent it deems necessary; (b) had access to review Publicly Available Information concerning the Company that it considers necessary or appropriate and sufficient in making an investment decision; (c) reviewed such information as it believes is necessary or appropriate in connection with its subscription of the Placing Shares; and (d) made its investment decision based upon its own judgment, due diligence and analysis and not upon any view expressed or information provided by or on behalf of the Joint Bookrunners;
35. it may not rely on any investigation that the Joint Bookrunners or any person acting on its behalf may or may not have conducted with respect to the Company, or the Placing and the Joint Bookrunners has not made any representation to it, express or implied, with respect to the merits of the Placing, the subscription for the Placing Shares, or as to the condition, financial or otherwise, of the Company, or as to any other matter relating thereto, and nothing herein shall be construed as a recommendation to it to subscribe for the Placing Shares. It acknowledges and agrees that no information has been prepared by the Joint Bookrunners or the Company for the purposes of this Placing;
36. it will not hold the Joint Bookrunners or any of their respective affiliates, agents, directors, officers, employees or any person acting on their behalf responsible or liable for any misstatements in or omission from any publicly available information relating to the Company (including, but not limited to, the Publicly Available Information) or information made available (whether in written or oral form) in presentations or as part of roadshow discussions with investors relating to the Company (the "Information") and that neither the Joint Bookrunners nor any person acting on behalf of the Joint Bookrunners makes any representation or warranty, express or implied, as to the truth, accuracy or completeness of such Information or accepts any responsibility for any of such Information; and

37. the Placing Shares have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States, and accordingly, may not be offered or sold or otherwise transferred in the United States except pursuant to a registration statement under the Securities Act or an exemption from the registration requirements of the Securities Act and, in connection with any such transfer, the Company shall be provided, as a condition to transfer, with a legal opinion of counsel, in form and by counsel reasonably satisfactory to the Company, that no such Securities Act registration is or will be required and with appropriate certifications by the transferee as to appropriate matters.
38. if a Placee is purchasing the Placing Shares outside the United States, the Placee (and any person acting on such Placee's behalf) agrees, represents and warrants as follows:
- (a) it is aware that the Placing Shares are being offered outside the United States in reliance on Regulation S promulgated under the Securities Act ("Regulation S");
  - (b) it is, at the time of the offer and acceptance of the Placing Shares, outside the United States for the purposes of Regulation S; and
  - (c) it did not purchase or otherwise acquire the Placing Shares based on or due to directed selling efforts (as defined in Rule 902 under the Securities Act), including based on an advertisement in a publication with a general circulation in the United States, nor has it seen or been aware of any activity that, to its knowledge, constitutes directed selling efforts in the United States.

The representations, warranties, acknowledgements and undertakings contained in this Announcement are given to each of the Joint Bookrunners for itself and on behalf of the Company and are irrevocable.

Each Placee, and any person acting on behalf of the Placee, acknowledges that the Joint Bookrunners do not owe any fiduciary or other duties to any Placee in respect of any representations, warranties, undertakings, acknowledgements, agreements or indemnities in the Placing Agreement.

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 United Kingdom 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 each Placee acknowledges and agrees that the Joint Bookrunners or any of their affiliates may, at their absolute discretion, satisfy their obligations to procure Placees by itself agreeing to become a Placee in respect of some or all of the Placing Shares or by nominating any connected or associated person to do so.

When a Placee or person acting on behalf of the Placee is dealing with the Joint Bookrunners, any money held in an account with the Joint Bookrunners on behalf of the

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

References to time in this Announcement are to London time, unless otherwise stated. All times and dates in this Announcement may be subject to amendment. The Joint Bookrunners shall notify the Placees and any person acting on behalf of the Placees of any changes.

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

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

The Placing Shares to be issued or sold pursuant to the Placing will not be admitted to trading on any stock exchange other than AIM, Euronext Growth and the TSX Venture Exchange Market.

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.