



RNS

Issue of Equity

Proposed Placing

MALVERN INTERNATIONAL PLC

Released 07:00:04 21 February 2019

RNS Number : 6710Q
Malvern International PLC
21 February 2019

THE INFORMATION CONTAINED WITHIN THIS ANNOUNCEMENT IS DEEMED BY THE COMPANY TO CONSTITUTE INSIDE INFORMATION AS STIPULATED UNDER THE EU MARKET ABUSE REGULATION (596/2014). UPON THE PUBLICATION OF THIS ANNOUNCEMENT VIA A REGULATORY INFORMATION SERVICE, THIS INFORMATION IS CONSIDERED TO BE IN THE PUBLIC DOMAIN.

THIS ANNOUNCEMENT, INCLUDING THE APPENDIX TO THIS ANNOUNCEMENT, AND THE INFORMATION CONTAINED HEREIN, IS RESTRICTED AND IS NOT FOR PUBLICATION, RELEASE OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, IN OR INTO THE UNITED STATES, AUSTRALIA, CANADA, JAPAN OR THE REPUBLIC OF SOUTH AFRICA OR ANY OTHER JURISDICTION IN WHICH IT WOULD BE UNLAWFUL TO DO SO.

THIS ANNOUNCEMENT, INCLUDING THE APPENDIX TO THIS ANNOUNCEMENT, IS FOR INFORMATION PURPOSES ONLY AND DOES NOT ITSELF CONSTITUTE AN OFFER FOR SALE OR SUBSCRIPTION OF ANY SECURITIES IN THE COMPANY. THIS ANNOUNCEMENT AND THE APPENDIX DO NOT CONSTITUTE OR CONTAIN ANY INVITATION, SOLICITATION, RECOMMENDATION, OFFER OR ADVICE TO ANY PERSON TO SUBSCRIBE FOR, OTHERWISE ACQUIRE OR DISPOSE OF ANY SECURITIES OF MALVERN INTERNATIONAL PLC IN ANY JURISDICTION IN WHICH ANY SUCH OFFER OR SOLICITATION WOULD BE UNLAWFUL.

THIS ANNOUNCEMENT SHOULD BE READ IN ITS ENTIRETY. IN PARTICULAR, YOU SHOULD READ AND UNDERSTAND THE INFORMATION PROVIDED IN THE APPENDIX.

THE CONTENT OF THIS ANNOUNCEMENT HAS NOT BEEN APPROVED BY AN AUTHORISED PERSON WITHIN THE MEANING OF THE FINANCIAL SERVICES AND MARKETS ACT 2000. 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.

21 February 2019

**Malvern International plc
("Malvern" or the "Company")**

Firm placing to raise approximately £550,000

Malvern (AIM: MLVN), the global learning and skills development partner, is pleased to announce it is undertaking an unconditional placing of up to 13,750,000 new ordinary shares of 1 pence each (the "New Ordinary Shares") to raise approximately £550,000 (the "Placing").

Details of the Placing

The Company is carrying out a fundraising to raise approximately £550,000, before expenses, via an unconditional placing of up to 13,750,000 New Ordinary Shares at a price of 4 pence per share (the "Placing Price"). It is intended that the net proceeds of the Placing will be used predominantly to provide additional working capital for the Company and its subsidiary undertakings (the "Group").

The Placing is being conducted through an accelerated bookbuild process (the "Bookbuild"), which will be launched immediately following this Announcement.

WH Ireland Limited is acting as broker in relation to the Placing. A placing agreement has been entered into between the Company and WH Ireland in connection with the Placing.

Placing Highlights

- Placing to raise approximately £550,000 before expenses at a price of 4 pence per share.
- Placing being conducted through an accelerated bookbuild process which will open with immediate effect following this Announcement.
- Placing Price represents a discount of approximately 11.1 per cent to the closing mid-market price of Malvern's existing ordinary shares of 4.5 pence at the close of business on 20 February 2019.

- The New Ordinary Shares, assuming full take-up, will represent approximately 5.6% per cent. of the Company's existing issued share capital.
- The final number of New Ordinary Shares will be agreed by WH Ireland and the Company at the close of the Bookbuild, and the result will be announced as soon as practicable thereafter.
- The timing for the close of the Bookbuild and allocation of the New Ordinary Shares shall be at the discretion of WH Ireland, in consultation with the Company. The Placing is not underwritten.
- The Appendix to this Announcement (which forms part of this Announcement) contains the detailed terms and conditions of the Placing.

Reasons for the Placing

The Company reported in a trading update on 13 February 2019 that it expects to report revenues and adjusted profits for the year ended 31 December 2018 that are in line with market expectations. In addition, it reported net debt at the year end was approximately £789,500, after taking in account a related party loan of £605,500 and convertible loan notes amounting to £264,000.

Cash utilisation in the year was higher than management had anticipated due principally to: the acquisition and integration costs of SAA-GE in Singapore (which was acquired in November 2017) being higher than initially expected as it was decided that further short-term investment would lead to greater long-term cost savings; and one-off property costs and other rationalisation costs in Singapore and Malaysia. Each of these factors will have a positive impact on operating margins going forward.

As the Group develops, it is attracting more, larger corporate accounts on which the payments terms are typically longer than the Group has previously experienced. This has resulted in higher levels of working capital such that as at 31 December 2018 the Group had trade receivables amounting to approximately £1.4 million (2017: £0.4 million).

For the reasons set out above and in order to continue to develop the Group in 2019 and to help finance start-up costs in relation to a new college being established in Brighton and the further development of online course material development for English, Accountancy and other business qualifications, the Board has decided to undertake the Placing.

Expected Timetable for the Placing

	2019
Announcement of the Placing, Bookbuild commences	7 a.m. on 21 February
Admission and commencement of dealings in the New Ordinary Shares	8 a.m. on 27 February
CREST accounts to be credited with New Ordinary Shares	8 a.m. on 27 February

Each of the times and dates above refer to London time and are subject to change. Any such change will be notified to Shareholders by an announcement on a Regulatory Information Service.

Additional information on the Placing is included below. Attention is also drawn to the section headed 'Important Information' and to the Appendix to this Announcement containing, *inter alia*, the terms and conditions of the Placing (representing important information for placees only). The number of New Ordinary Shares to be placed in connection with the Placing will be agreed by Malvern and WH Ireland at the close of the Bookbuild process, and the results of the Placing will be announced as soon as practicable thereafter. The timing of the closing of the book, pricing and allocations is at the absolute discretion of Malvern and WH Ireland.

Terms used but not defined elsewhere in this Announcement shall have the meanings given to such terms in the Definitions section of the Appendix to this Announcement.

Enquiries:

Malvern International plc	www.malverninternational.com
Dr Sam Malafeh (Chief Executive Officer)	Via Walbrook PR
Navin Khattar (Non-Executive Director)	malvern@walbrookpr.com
WH Ireland Limited (Nominated Adviser and Broker)	www.whirelandcb.com
Mike Coe / Chris Savidge (Corporate Finance)	+44 (0) 117 945 3470
Jasper Berry / Adam Pollock (Corporate Broking)	+44 (0) 207 220 1666
Walbrook PR (Financial PR)	tom.cooper@walbrookpr.com
Tom Cooper / Paul McManus	+44 (0) 207 933 8780
	+44 (0) 776 880 7631

Additional Information

1. Details of the Placing

The Company is proposing to raise up to approximately £550,000 (before expenses) pursuant to the Placing. The Placing Price represents a discount of 11.1 per cent. to the Closing Price on 20 February 2019, the last trading day prior to this Announcement.

The Placing will be conducted by way of a non pre-emptive share issue. The Directors believe that this is the most cost effective and reliable method to raise funds. The Directors consider that the potential long-term value creation benefit to Shareholders arising from the application of the net Placing proceeds outweighs the dilutive effects of the Placing.

The Placing, which is being arranged on behalf of the Company by WH Ireland, is wholly unconditional, subject to the terms of the Placing Agreement.

The Placing Agreement contains customary warranties and indemnities given by the Company to WH Ireland (and WH Ireland alone) with respect to its business and the Group and to certain matters connected with the Placing. The Placing may be terminated by WH Ireland in the event of, *inter alia*, a material breach by the Company of the terms of the Placing Agreement (including the warranties) or a material adverse change in the condition of the Group. Under the terms of the Placing Agreement, the Company has agreed to pay WH Ireland, in consideration for its broking services in respect of the Placing, a commission representing a percentage of the gross proceeds raised in the Placing and the Company has also agreed to pay a corporate finance fee contingent on the completed Placing.

The Appendix to this Announcement (which forms a part of this Announcement) contains the detailed terms and conditions of the Placing.

The New Ordinary Shares are being offered by way of an accelerated bookbuilding process (the "Bookbuild"), which will be launched immediately following this Announcement in accordance with the terms and conditions set out in the Appendix to this Announcement. WH Ireland will be acting as sole bookrunner in connection with the Bookbuild. The Placing is not being underwritten.

The Bookbuild will determine final demand for and participation in the Placing. The timing of the closing of the Bookbuild is at the absolute discretion of the Company and WH Ireland, but is expected to be no later than 4.30 p.m. today, 21 February 2019. The allocations will be determined by the Company and WH Ireland in their absolute discretion and will be confirmed orally or by email by WH Ireland following the close of the Bookbuild. A further announcement of the results of the Placing will be made by the Company following the completion of the Bookbuild.

The New Ordinary Shares will be issued credited as fully paid and will rank in full for all dividends and other distributions declared, made or paid after the admission of the New Ordinary Shares and will otherwise rank on admission *pari passu* in all respects with the Existing Ordinary Shares. The New Ordinary Shares are not being made available to the public and are not being offered or sold in any jurisdiction where it would be unlawful to do so. The Placing is not being underwritten.

Admission, Settlement and CREST

Application will be made to the London Stock Exchange for the New Ordinary Shares to be admitted to trading on AIM. It is expected that Admission will be effective and trading in the New Ordinary Shares will commence at 8 a.m. on 27 February 2019.

The Articles permit the Company to issue shares in uncertificated form. CREST is a computerised paperless share transfer and settlement system which allows shares and other securities to be held in electronic rather than paper form. The Ordinary Shares are already admitted to CREST and therefore the New Ordinary Shares will also be eligible for settlement in CREST. The New Ordinary Shares due to uncertificated holders are expected to be delivered in CREST on 27 February 2019.

IMPORTANT INFORMATION

The distribution of this Announcement and the offering of the New Ordinary Shares in certain jurisdictions may be restricted or prohibited by law or regulation. Persons distributing this Announcement must satisfy themselves that it is lawful to do so. No action has been taken by the Company or WH Ireland that would permit an offering of such shares or possession or distribution of this Announcement or any other offering or publicity material relating to such shares in any jurisdiction where action for that purpose is required. Persons into whose possession this Announcement comes are required by the Company and WH Ireland to inform themselves about, and to observe, such restrictions.

This Announcement contains (or may contain) certain forward-looking statements with respect to certain of the Company's current expectations and projections about future events. These statements, which sometimes use words such as "anticipate", "believe", "intend", "estimate", "expect" and words of similar meaning, 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. Statements contained in this Announcement regarding past trends or activities should not be taken as a representation that such trends or activities will continue in the future. The information contained in this Announcement is subject to change without notice and neither WH Ireland nor, except as required by applicable law, the Company assumes any responsibility or obligation to update publicly or review any of the forward-looking statements contained herein. You should not place undue reliance on forward-looking statements, which speak only as of the date of this Announcement.

WH Ireland, which is authorised and regulated in the United Kingdom by the Financial Conduct Authority, is acting as nominated adviser and broker to the Company in relation to the Placing and is not acting for any other persons in relation to the Placing. WH Ireland is acting exclusively for the Company and for no one else in relation to the matters described in this Announcement and is not advising any other person and accordingly will not be responsible to anyone other than the Company for providing the protections afforded to clients of WH Ireland, or for providing advice in relation to the contents of this Announcement or any matter referred to in it. The responsibilities of WH Ireland as the Company's nominated adviser under the AIM Rules for Companies and the AIM Rules for Nominated Advisers are owed solely to the London Stock Exchange and are not owed to the Company or to any director or shareholder of the Company or any other person, in respect of a decision to acquire shares in the capital of the Company in reliance on any part of this Announcement, or otherwise.

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 WH Ireland or by any of their affiliates or agents as to, or in relation to, the accuracy or completeness of this Announcement or any other written or oral information made

available to or publicly available to any interested party or its advisers, and any liability therefor is expressly disclaimed.

APPENDIX

TERMS AND CONDITIONS OF THE PLACING

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

MEMBERS OF THE PUBLIC ARE NOT ELIGIBLE TO TAKE PART IN THE PLACING. THIS APPENDIX AND THE TERMS AND CONDITIONS SET OUT HEREIN ARE FOR INFORMATION PURPOSES ONLY AND ARE DIRECTED ONLY AT: (A) PERSONS WHO ARE IN A MEMBER STATE OF THE EUROPEAN ECONOMIC AREA AND ARE, UNLESS OTHERWISE AGREED BY WH IRELAND, "**QUALIFIED INVESTORS**" AS DEFINED IN ARTICLE 2.1(E) OF THE EU PROSPECTUS DIRECTIVE (WHICH MEANS DIRECTIVE 2003/71/EC AND INCLUDES ANY RELEVANT IMPLEMENTING DIRECTIVE MEASURE IN ANY MEMBER STATE) (THE "**PROSPECTUS DIRECTIVE**"); AND (B) IN THE UNITED KINGDOM, PERSONS WHO ARE: (I) "**INVESTMENT PROFESSIONALS**" WITHIN THE MEANING OF ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005 (THE "**ORDER**"); (II) PERSONS FALLING WITHIN ARTICLE 49(2)(A) TO (D) ("HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS, ETC") OF THE ORDER; OR (III) PERSONS TO WHOM IT MAY OTHERWISE BE LAWFULLY COMMUNICATED (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS "**RELEVANT PERSONS**"). THIS APPENDIX AND THE TERMS AND CONDITIONS SET OUT HEREIN MUST NOT BE ACTED ON OR RELIED ON BY PERSONS WHO ARE NOT RELEVANT PERSONS. ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THIS APPENDIX AND THE TERMS AND CONDITIONS SET OUT HEREIN RELATE IS AVAILABLE ONLY TO RELEVANT PERSONS AND WILL BE ENGAGED IN ONLY WITH RELEVANT PERSONS.

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

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

The relevant clearances have not been, nor will they be, obtained from the securities commission of any province or territory of Canada; no prospectus has been lodged with or registered by the Australian Securities and Investments Commission or the Japanese Ministry of Finance or the South African Reserve Bank; and the New Ordinary 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 New Ordinary 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, the Republic of South Africa or any other jurisdiction in which such offer, sale, resale or delivery would be unlawful.

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 Product Governance Requirements) may otherwise have with respect thereto, the New Ordinary Shares have been subject to a product approval process, which has determined that the New Ordinary Shares are: (i) compatible with an end target market of: (a) retail investors, (b) investors who meet the criteria of professional clients and (c) eligible counterparties (each as defined in MiFID II); and (ii) eligible for distribution through all distribution channels as are permitted by MiFID II (the "Target Market Assessment"). Notwithstanding the Target Market Assessment, distributors should note that: the price of the New Ordinary Shares may decline and investors could lose all or part of their investment; the New Ordinary Shares offer no guaranteed income and no capital protection; and an investment in the New Ordinary Shares is compatible only with investors who do not need a guaranteed income or capital protection, who (either alone or in conjunction with an appropriate financial or other adviser) are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses that may result therefrom. The Target Market Assessment is without prejudice to the requirements of any contractual, legal or regulatory selling restrictions in relation to the offer.

For the avoidance of doubt, the Target Market Assessment does not constitute: (a) an assessment of suitability or appropriateness for the purposes of MiFID II; or (b) a recommendation to any investor or group of investors to invest in, or purchase, or take any other action whatsoever with respect to the New Ordinary Shares.

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

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

These terms and conditions apply to persons making an offer to acquire New Ordinary Shares. Each Placee hereby agrees with WH Ireland and the Company to be bound by these terms and conditions as being the terms and conditions upon which New Ordinary Shares will be issued or acquired. A Placee shall, without limitation, become so bound if WH Ireland confirms to such Placee its allocation of New Ordinary Shares.

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

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

Details of the Placing Agreement and the New Ordinary Shares

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

The number of New Ordinary Shares will be determined following completion of the Bookbuild as set out in this Announcement. The timing of the closing of the Bookbuild, the number of New Ordinary Shares and allocations are at the discretion of WH Ireland and a further announcement confirming these details will be made in due course.

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

The New Ordinary Shares will trade on AIM under MLVN with ISIN GB00B04XB679.

Application for admission to trading

Application will be made to London Stock Exchange for admission to trading of the New Ordinary Shares on AIM. It is expected that settlement of any such shares and Admission will become effective on or around 27 February 2019 and that dealings in the New Ordinary Shares will commence at that time.

Bookbuild

WH Ireland will today commence the Bookbuild to determine demand for participation in the Placing by potential Placees at the Placing Price. This Appendix gives details of the terms and conditions of, and the mechanics of participation in, the Placing. No commissions will be paid to Placees or by Placees in respect of any New Ordinary Shares.

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

Participation in, and principal terms of, the Placing

1. WH Ireland is arranging the Placing as agent for, and broker to, the Company.
2. Participation in the Placing is only available to persons who are lawfully able to be, and have been, invited to participate by WH Ireland. WH Ireland is entitled to participate in the Placing as principal.
3. The Bookbuild will establish the number of New Ordinary Shares to be placed at the Placing Price, which will be agreed between WH Ireland and the Company following completion of the Bookbuild. The number of New Ordinary Shares will be announced on a Regulatory Information Service following the completion of the Bookbuild.
4. To bid in the Bookbuild, Placees should communicate their bid by telephone to their usual contact at WH Ireland Corporate & Institutional Broking. Each bid should state the number of New Ordinary Shares which the prospective Placee wishes to subscribe for at the Placing Price. Bids may be scaled down by WH Ireland on the basis referred to in paragraph 8 below.
5. The timing of the closing of the Bookbuild will be at the discretion of WH Ireland. The Company reserves the right to reduce or seek to increase the amount to be raised pursuant to the Placing, in its absolute discretion.
6. Each Placee's allocation will be confirmed to Placees orally, or by email, by WH Ireland following the close of the Bookbuild and a trade confirmation or contract note will be dispatched as soon as possible thereafter.

WH Ireland's oral or emailed confirmation will give rise to an irrevocable, legally binding commitment by that person (who at that point becomes a Placee), in favour of WH Ireland and the Company, under which it agrees to acquire by subscription or purchase the number of New Ordinary Shares allocated to it at the Placing Price and otherwise on the terms and subject to the conditions set out in this Appendix and in accordance with the Company's articles of association. Except with WH Ireland's consent, such commitment will not be capable of variation or revocation.

7. The Company will make a further announcement following the close of the Bookbuild detailing the number of New Ordinary Shares to be placed at the Placing Price.

8. Subject to paragraphs 4 and 5 above, WH Ireland may choose not to accept bids and/or to accept bids, either in whole or in part, on the basis of allocations determined at their discretion (after consultation with the Company) and may scale down any bids for this purpose on such basis as it may determine. WH Ireland may also, notwithstanding paragraphs 4 and 5 above, subject to the prior consent of the Company, allocate New Ordinary Shares after the time of any initial allocation to any person submitting a bid after that time.

9. A bid in the Bookbuild will be made on the terms and subject to the conditions in the Announcement (including this Appendix) and will be legally binding on the Placee on behalf of which it is made and except with WH Ireland's consent will not be capable of variation or revocation from the time at which it is submitted.

10. Except as required by law or regulation, no press release or other announcement will be made by WH Ireland or the Company using the name of any Placee (or its agent), in its capacity as Placee (or agent), other than with such Placee's prior written consent.

11. Irrespective of the time at which a Placee's allocation pursuant to the Placing is confirmed, settlement for all New Ordinary Shares to be placed pursuant to the Placing will be required to be made at the same time, on the basis explained below under "Registration and Settlement".

12. All obligations of WH Ireland under the Placing will be subject to fulfilment of the conditions referred to below under "Conditions of the Placing" and to the Placing not being terminated on the basis referred to below under "Right to terminate under the Placing Agreement".

13. By participating in the Placing, each Placee agrees that its rights and obligations in respect of the Placing will terminate only in the circumstances described below and will not be capable of rescission or termination by the Placee.

14. To the fullest extent permissible by law and the applicable rules of the Financial Conduct Authority ("**FCA**"), neither WH Ireland nor any of its affiliates shall have any liability to Placees (or to any other person whether acting on behalf of a Placee or otherwise whether or not a recipient of these terms and conditions) in respect of the Placing. Each Placee acknowledges and agrees that the Company is responsible for the delivery of the New Ordinary Shares to the Placees and WH Ireland and its affiliates shall have no liability to the Placees for the failure of the Company to fulfil those obligations. In particular, neither WH Ireland nor any of its affiliates shall have any liability (including to the extent permissible by law, any fiduciary duties) in respect of WH Ireland's conduct of the Placing.

Conditions of the Placing

WH Ireland's obligations under the Placing Agreement in respect of the New Ordinary Shares are conditional on, *inter alia*:

- (a) the Company allotting the New Ordinary Shares, prior to and conditional only on Admission, in accordance with the terms of the Placing Agreement.
- (b) Admission taking place not later than 8.00 a.m. on 27 February 2019 (or such later time or date as the Company and WH Ireland may agree, not later than 8.00 a.m. on 8 March 2019); and
- (c) the Placing Agreement becoming unconditional in all respects (save for the condition relating to Admission) and not having been terminated in accordance with its terms.

If: (i) any of the conditions contained in the Placing Agreement in relation to the New Ordinary Shares are not fulfilled or waived by WH Ireland by the respective time or date where specified (or such later time or date as WH Ireland may notify to the Company, not being later than 8 a.m. on 8 March 2019); (ii) any of such conditions becomes incapable of being fulfilled; or (iii) the Placing Agreement is terminated in the circumstances specified below, the Placing will lapse and the Placees' rights and obligations hereunder in relation to the New Ordinary Shares shall cease and terminate at such time and each Placee agrees that no claim can be made by the Placee in respect thereof.

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

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

Right to terminate the Placing Agreement

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

- (a) the Company is in breach of any provision of the Placing Agreement, or with the requirements of any laws or regulations (including the Market Abuse Regulation and the AIM Rules) in relation to the Placing;
- (b) WH Ireland becomes aware of any circumstance which results in a breach of any of the warranties given in the Placing Agreement when given at the date of the Placing Agreement or which results in or might in the opinion of WH Ireland result in a breach of any of the warranties when deemed given;
- (c) the appointment of WH Ireland as agent of the Company is terminated for whatever reason;
- (d) it should come to the notice of WH Ireland that any statement contained in any of the Placing Documents (as defined in the Placing Agreement) is untrue, inaccurate or misleading which WH Ireland (acting reasonably) considers to be material or that matters have arisen which would, if the Placing Documents were issued at that time, constitute an omission therefrom which WH Ireland (acting reasonably) consider to be material, and such matter may not, in the opinion of WH Ireland (acting reasonably) be addressed by the publication of a further document or the making of an announcement;
- (e) if in the opinion of WH Ireland (acting in good faith) any material adverse change in the financial or trading position or prospects of the Company or any member of its Group has or will occur;
- (f) the application is refused by the London Stock Exchange;
- (g) a suspension of trading in securities generally on the London Stock Exchange or trading is limited or minimum prices established on such exchange; or
- (h) an event or other matter (including, without limitation, any change or development in economic, financial, political, diplomatic or other market conditions or any change in any government regulation) has occurred or is likely to occur which, in the opinion of WH Ireland acting in good faith, is (or will be if it occurs) likely materially and prejudicially to affect the financial position or the business or prospects of the Company or otherwise makes it impractical or inadvisable for WH Ireland to perform its respective obligations under the Placing Agreement; for these purposes 'market conditions' includes conditions affecting securities in the business sector in which the Company operates and conditions affecting securities generally.

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

No Admission Document or Prospectus

The New Ordinary Shares are being offered to a limited number of specifically invited persons only and have not been nor will be offered in such a way as to require the publication of an admission document or prospectus in the United Kingdom or in any other jurisdiction. No offering document, admission document or prospectus has been or will be submitted to be approved by the FCA in relation to the Placing, and Placees' commitments will be made solely on the basis of the information contained in the Announcement (including this Appendix) and the business and financial information that the Company is required to publish in accordance with the AIM Rules (the "**Exchange Information**"). 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 (other than the Exchange Information), representation, warranty, or statement made by or on behalf of the Company, or WH Ireland or any other person and neither WH Ireland, the Company nor any other person will be liable for any Placee's decision to participate in the Placing based on any other information, representation, warranty or statement which the Placees may have obtained or received and, if given or made, such information, representation, warranty or statement must not be relied upon as having been authorised by WH Ireland, the Company, or their respective officers, directors, employees or agents. Each Placee acknowledges and agrees that it has relied on its own investigation of the business, financial or other position of the Company in accepting a participation in the Placing. Neither the Company nor WH Ireland are making any undertaking or warranty to any Placee regarding the legality of an investment in the New Ordinary Shares by such Placee under any legal, investment or similar laws or regulations. Each Placee should not consider any information in this Announcement to be legal, tax or business advice. Each Placee should consult its own solicitor, tax adviser and financial adviser for independent legal, tax and financial advice regarding an investment in the New Ordinary Shares. Nothing in this paragraph shall exclude the liability of any person for fraudulent misrepresentation.

Registration and Settlement

Following the close of the Bookbuild, each Placee allocated New Ordinary Shares in the Placing will be sent a trade confirmation or contract note in accordance with the standing arrangements in place with WH Ireland, stating the number of New Ordinary Shares allocated to it at the Placing Price, the aggregate amount owed by such Placee (in GBP) and a form of confirmation in relation to settlement instructions.

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

Settlement of transactions in the New Ordinary Shares (ISIN: GB00B04XB679) following Admission will take place within the system administered by Euroclear UK & Ireland Limited ("**CREST**") provided that, subject to certain exceptions, WH Ireland reserves the right to require settlement for, and delivery of, the New Ordinary Shares (or a portion thereof) to Placees by such other means that it deems necessary if delivery or settlement

is not possible or practicable within CREST within the timetable set out in this Announcement or would not be consistent with the regulatory requirements in any Placee's jurisdiction.

It is expected that settlement will be on 27 February 2019 in accordance with the instructions set out in the form of confirmation.

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.

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

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

Insofar as New Ordinary Shares are registered in a Placee's name or that of its nominee or in the name of any person for whom a Placee is contracting as agent or that of a nominee for such person, such New Ordinary Shares should, subject as provided below, be so registered free from any liability to UK stamp duty or stamp duty reserve tax or securities transfer tax. Neither WH Ireland nor the Company will be liable in any circumstances for the payment of stamp duty, stamp duty reserve tax or securities transfer tax in connection with any of the New Ordinary Shares. Placees will not be entitled to receive any fee or commission in connection with the Placing.

Representations, Warranties and Further Terms

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

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

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

8. that it is: (i) unless otherwise agreed in writing with WH Ireland, located outside the United States and it is not a US person as defined in Regulation S under the Securities Act ("**Regulation S**") and it is subscribing for the New Ordinary Shares only in "offshore transactions" as defined in and pursuant to Regulation S, and (ii) it is not subscribing for New Ordinary Shares as a result of any "directed selling efforts" as defined in Regulation S or by means of any form of "general solicitation" or "general advertising" as such terms are defined in Regulation D under the Securities Act;
9. that the New Ordinary Shares have not been and will not be registered under the Securities Act, or under the securities legislation of, or with any securities regulatory authority of, any state or other jurisdiction of the United States and that, subject to certain exceptions, the New Ordinary Shares may not be offered, sold, pledged, resold, transferred, delivered or distributed into or within the United States;
10. that the only information on which it is entitled to rely on and on which it has relied in committing to subscribe for the New Ordinary Shares is contained in the Announcement, Presentation and Publicly Available Information, such information being all that it deems necessary to make an investment decision in respect of the New Ordinary Shares and it has made its own assessment of the Company, the New Ordinary Shares and the terms of the Placing based on the Announcement, Presentation and Publicly Available Information;
11. that neither WH Ireland nor the Company or any of their respective affiliates, agents, directors, officers or employees has made any representation or warranty to it, express or implied, with respect to the Company, the Placing or the New Ordinary Shares or the accuracy, completeness or adequacy of the Publicly Available Information;
12. that unless specifically agreed with WH Ireland, it is not and was not acting on a non-discretionary basis for the account or benefit of a person located within the United States at the time the undertaking to subscribe for New Ordinary Shares was given and it is not acquiring New Ordinary Shares with a view to the offer, sale, resale, transfer, delivery or distribution, directly or indirectly, of any New Ordinary Shares into the United States and it will not reoffer, resell, pledge or otherwise transfer the New Ordinary Shares except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and otherwise in accordance with any applicable securities laws of any state or jurisdiction of the United States;
13. that it is not a national or resident of Canada, Australia, South Africa or Japan or a corporation, partnership or other entity organised under the laws of Canada, Australia, the Republic of South Africa or Japan and that it will not offer, sell, renounce, transfer or deliver, directly or indirectly, any of the New Ordinary Shares in Canada, Australia, the Republic of South Africa or Japan or to or for the benefit of any person resident in Canada, Australia, the Republic of South Africa or Japan and each Placee acknowledges that the relevant exemptions are not being obtained from the Securities Commission of any province of Canada, that no document has been or will be lodged with, filed with or registered by the Australian Securities and Investments Commission or Japanese Ministry of Finance and that the New Ordinary Shares are not being offered for sale and may not be, directly or indirectly, offered, sold, transferred or delivered in or into Canada, Australia, the Republic of South Africa or Japan;
14. that it does not have a registered address in, and is not a citizen, resident or national of, any jurisdiction in which it is unlawful to make or accept an offer of the New Ordinary Shares and it is not acting on a non-discretionary basis for any such person;
15. that it has not, directly or indirectly, distributed, forwarded, transferred or otherwise transmitted, and will not, directly or indirectly, distribute, forward, transfer or otherwise transmit, any presentation or offering materials concerning the New Ordinary Shares to any persons within the United States or to any US persons (as that term is defined in Regulation S);
16. that it is entitled to subscribe for New Ordinary Shares under the laws of all relevant jurisdictions which apply to it and that it has fully observed such laws and obtained all governmental and other consents which may be required thereunder or otherwise and it has complied with all necessary formalities and that it has not taken any action which will or may result in the Company or WH Ireland or any of their respective directors, officers, employees or agents acting in breach of any regulatory or legal requirements of any territory in connection with the Placing or its acceptance;
17. that it has obtained all necessary consents and authorities to enable it to give its commitment to subscribe for the New Ordinary Shares and to perform its subscription and/or purchase obligations;
18. that where it is acquiring New Ordinary Shares for one or more managed accounts, it is authorised in writing by each managed account: (a) to acquire the New Ordinary Shares for each managed account; (b) to make on its behalf the representations, warranties, acknowledgements, undertakings and agreements in this appendix and the announcement of which it forms part; and (c) to receive on its behalf any investment letter relating to the Placing in the form provided to it by WH Ireland;
19. that it is either: (a) a person of a kind described in paragraph 5 of Article 19 (persons having professional experience in matters relating to investments and who are investment professionals) of the Order; or (b) a person of a kind described in paragraph 2 of Article 49 (high net worth companies, unincorporated associations, partnerships or trusts or their respective directors, officers or employees) of the Order; or (c) a person to whom it is otherwise lawful for this Announcement to be communicated and in the case of (a) and (b) undertakes that it will acquire, hold, manage or dispose of any New Ordinary Shares that are allocated to it for the purposes of its business;
20. that, unless otherwise agreed by WH Ireland, it is a qualified investor (as defined in section 86(7) of the Financial Services and Markets Act 2000, as amended ("**FSMA**"));

- 21.that, unless otherwise agreed by WH Ireland, it is a "professional client" or an "eligible counterparty" within the meaning of Chapter 3 of the FCA's Conduct of Business Sourcebook and it is purchasing New Ordinary Shares for investment only and not with a view to resale or distribution;
- 22.it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of FSMA) relating to the New Ordinary Shares in circumstances in which section 21(1) of FSMA does not require approval of the communication by an authorised person;
- 23.that any money held in an account with each of WH Ireland (or its nominee) on its behalf and/or any person acting on its behalf will not be treated as client money within the meaning of the rules and regulations of the FCA. Each Placee further acknowledges that the money will not be subject to the protections conferred by the FCA's client money rules. As a consequence, this money will not be segregated from WH Ireland's (or its nominee's) money in accordance with such client money rules and will be used by WH Ireland in the course of its own business and each Placee will rank only as a general creditor of WH Ireland;
- 24.that it will (or will procure that its nominee will) if applicable, make notification to the Company of the interest in its Ordinary Shares in accordance with the Disclosure Guidance and Transparency Rules published by the FCA;
- 25.that it is not, and it is not acting on behalf of, a person falling within subsections (6), (7) or (8) of sections 67 or 70 respectively or subsections (2) and (3) of section 93 or subsection (1) of section 96 of the Finance Act 1986;
- 26.that it will not deal or cause or permit any other person to deal in all or any of the New Ordinary Shares which it is subscribing for under the Placing unless and until Admission becomes effective;
- 27.that it appoints irrevocably any director of WH Ireland as its agent for the purpose of executing and delivering to the Company and/or its registrars any document on its behalf necessary to enable it to be registered as the holder of the New Ordinary Shares;
- 28.that, as far as it is aware it is not acting in concert (within the meaning given in The City Code on Takeovers and Mergers) with any other person in relation to the Company;
- 29.that this Announcement does not constitute a securities recommendation or financial product advice and that neither WH Ireland nor the Company has considered its particular objectives, financial situation and needs;
- 30.that it is aware that it may be required to bear, and it, and any accounts for which it may be acting, are able to bear, the economic risk of, and is able to sustain, a complete loss in connection with the Placing;
- 31.that it will indemnify and hold the Company and WH Ireland and their respective affiliates harmless from any and all costs, claims, liabilities and expenses (including legal fees and expenses) arising out of or in connection with any breach of the representations, warranties, acknowledgements, agreements and undertakings in this Appendix and further agrees that the Company and WH Ireland will rely on the truth and accuracy of the confirmations, warranties, acknowledgements and undertakings herein and, if any of the foregoing is or becomes no longer true or accurate, the Placee shall promptly notify WH Ireland and the Company. All confirmations, warranties, acknowledgements and undertakings given by the Placee, pursuant to this Announcement (including this Appendix) are given to WH Ireland for themselves and on behalf of the Company and will survive completion of the Placing and Admission;
- 32.that time shall be of the essence as regards its obligations pursuant to this Appendix;
- 33.that it is responsible for obtaining any legal, tax and other advice that it deems necessary for the execution, delivery and performance of its obligations in accepting the terms and conditions of the Placing, and that it is not relying on the Company or WH Ireland to provide any legal, tax or other advice to it;
- 34.that all dates and times in this Announcement (including this Appendix) may be subject to amendment and that WH Ireland shall notify it of such amendments;
- 35.that (i) it has complied with its obligations under the Criminal Justice Act 1993, Part VIII of FSMA and MAR, (ii) in connection with money laundering and terrorist financing, it has complied with its obligations under the Proceeds of Crime Act 2002 (as amended), the Terrorism Act 2000 (as amended), the Terrorism Act 2006 and the Money Laundering Regulations 2007 and (iii) it is not a person: (a) with whom transactions are prohibited under the Foreign Corrupt Practices Act of 1977 or any economic sanction programmes administered by, or regulations promulgated by, the Office of Foreign Assets Control of the U.S. Department of the Treasury; (b) named on the Consolidated List of Financial Sanctions Targets maintained by HM Treasury of the United Kingdom; or (c) subject to financial sanctions imposed pursuant to a regulation of the European Union or a regulation adopted by the United Nations (together, the "**Regulations**"); and, if making payment on behalf of a third party, that satisfactory evidence has been obtained and recorded by it to verify the identity of the third party as required by the Regulations and, if making payment on behalf of a third party, that satisfactory evidence has been obtained and recorded by it to verify the identity of the third party as required by the Regulations and it has obtained all governmental and other consents (if any) which may be required for the purpose of, or as a consequence of, such purchase, and it will provide promptly to WH Ireland such evidence, if any, as to the identity or location or legal status of any person which WH Ireland may request from it in connection with the Placing (for the purpose of complying with such Regulations or ascertaining the nationality of any person or the jurisdiction(s) to which any person is subject or otherwise) in the form and manner requested by WH Ireland on the basis that any failure by it to do so may result in the number of New Ordinary Shares that are to be subscribed for by it or at its direction pursuant to the Placing being reduced to such number, or to nil, as WH Ireland may decide in its absolute discretion;
- 36.that it will not make any offer to the public of those New Ordinary Shares to be subscribed for by it for the purposes of the Prospectus Rules made by the FCA pursuant to Commission Regulation (EC) No.

809/2004;

- 37.that it will not distribute any document relating to the New Ordinary Shares and it will be acquiring the New Ordinary Shares for its own account as principal or for a discretionary account or accounts (as to which it has the authority to make the statements set out herein) for investment purposes only and it does not have any contract, understanding or arrangement with any person to sell, pledge, transfer or grant a participation therein to such person or any third person with respect of any New Ordinary Shares; save that if it is a private client stockbroker or fund manager it confirms that in purchasing the New Ordinary Shares it is acting under the terms of one or more discretionary mandates granted to it by private clients and it is not acting on an execution only basis or under specific instructions to purchase the New Ordinary Shares for the account of any third party;
- 38.that it acknowledges that these terms and conditions and any agreements entered into by it pursuant to these terms and conditions shall be governed by and construed in accordance with the laws of England and Wales and it submits (on behalf of itself and on behalf of any person on whose behalf it is acting) to the exclusive jurisdiction of the English courts as regards any claim, dispute or matter arising out of any such contract, except that enforcement proceedings in respect of the obligation to make payment for the New Ordinary Shares (together with any interest chargeable thereon) may be taken by the Company or WH Ireland 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;
- 39.that any documents sent to Placees will be sent at the Placees' risk. They may be sent by post to such Placees at an address notified to WH Ireland;
- 40.that WH Ireland owes no fiduciary or other duties to any Placee in respect of any representations, warranties, undertakings or indemnities in the Placing Agreement;
- 41.that WH Ireland or any of its affiliates may, at their absolute discretion, agree to become a Placee in respect of some or all of the New Ordinary Shares;
- 42.that no prospectus or offering document has been or will be prepared in connection with the Placing and it has not received and will not receive a prospectus or other offering document in connection with the Placing or the New Ordinary Shares; and
- 43.that if it has received any confidential price sensitive information concerning the Company in advance of the publication of this Announcement, it has not: (i) dealt in the securities of the Company; (ii) encouraged, required, recommended or induced another person to deal in the securities of the Company; or (iii) disclosed such information to any person, prior to such information being made publicly available.

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

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

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

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

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

This Announcement has been issued by, and is the sole responsibility, of the Company. No representation or warranty express or implied, is or will be made as to, or in relation to, and no responsibility or liability is or will be accepted by WH Ireland or by any of its respective affiliates or agents as to or in relation to, the accuracy or completeness of this Announcement or any other written or oral information made available to or publicly available to any interested party or its advisers, and any liability therefore is expressly disclaimed.

DEFINITIONS

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

--	--	--

"Admission"	the admission of the New Ordinary Shares to trading on AIM becoming effective in accordance with the AIM Rules
"AIM Rules"	the AIM Rules for Companies published by the London Stock Exchange from time to time
"AIM"	the market of that name operated by the London Stock Exchange
"Announcement"	this announcement
"Articles"	the articles of association of the Company (as amended from time to time)
"Bookbuild"	the accelerated bookbuilding to be conducted by WH Ireland pursuant to the Placing Agreement and this Announcement
"Business Day"	any day on which banks are usually open for business in England and Wales for the transaction of sterling business, other than a Saturday, Sunday or public holiday
"certificated" or "in certificated form"	an Existing Ordinary Share or an Ordinary Share recorded on the Company's share register as being held in certificated form (namely, not in CREST)
"Closing Price"	the closing middle market price of an Existing Ordinary Share as derived from the AIM Appendix to the Daily Official List of the London Stock Exchange
"Company" or "Malvern"	Malvern International plc
"Companies Act"	the Companies Act 2006, as amended
"CREST"	the relevant system (as defined in the CREST Regulations) in respect of which Euroclear is the operator (as defined in those regulations)
"Directors" or "Board"	the directors of the Company or any duly authorised committee thereof
"EEA"	the European Economic Area
"Existing Ordinary Shares"	the 243,426,293 Ordinary Shares in issue at the date of this Announcement
"Group"	Malvern International plc and its subsidiary undertakings
"London Stock Exchange"	London Stock Exchange plc
"Market Abuse Regulation"	the Market Abuse Regulation (2014/596/EU) (incorporating the technical standards, delegated regulations and guidance notes, published by the European Commission, London Stock Exchange, the FCA and the European Securities and Markets Authority)
"New Ordinary Shares"	up to 13,750,000 New Ordinary Shares to be placed pursuant to the Placing Agreement
"Ordinary Shares"	ordinary shares of 1 pence each in the capital of the Company
"Overseas Shareholders"	holders of Existing Ordinary Shares who are neither resident in, nor have a registered address in, the UK
"Placee"	any person subscribing for and/or purchasing New Ordinary Shares pursuant to the Placing
"Placing"	the placing of the New Ordinary Shares by WH Ireland on behalf of the Company at the Placing Price pursuant to the Placing Agreement
"Placing Agreement"	the agreement dated 20 February 2019 between the Company and WH Ireland relating to the Placing
"Placing Price"	4 pence per Placing Share
"Presentation"	the investor presentation to prospective Placees relating to the Group and its business
"Publicly Available Information"	any information announced through a Regulatory Information Service by or on behalf of the Company on or prior to the date of this Announcement
"Regulatory Information Service"	one of the regulatory information services authorised by the FCA acting in its capacity as the UK listing

	authority to receive, process and disseminate regulatory information
"Securities Act"	the United States Securities Act of 1933, as amended
"Shareholders"	the holders of Ordinary Shares (as the context requires) at the relevant time
"United Kingdom" or "UK"	the United Kingdom of Great Britain and Northern Ireland
"United States" or "US"	the United States of America, its territories and possessions, any state of the United States of America and the District of Columbia and any other area subject to its jurisdiction
"US Person"	has the meaning set out in Regulation S of the Securities Act
"WH Ireland"	WH Ireland Limited, the Company's nominated adviser and broker

This information is provided by RNS, the news service of the London Stock Exchange. RNS is approved by the Financial Conduct Authority to act as a Primary Information Provider in the United Kingdom. Terms and conditions relating to the use and distribution of this information may apply. For further information, please contact rns@lseg.com or visit www.rns.com.

END

IOELLFFAFTIIFIA

London Stock Exchange plc is not responsible for and does not check content on this Website. Website users are responsible for checking content. Any news item (including any prospectus) which is addressed solely to the persons and countries specified therein should not be relied upon other than by such persons and/or outside the specified countries. [Terms and conditions](#), including restrictions on use and distribution apply.

© 2020 London Stock Exchange plc. All rights reserved.