

Europa Metals Ltd
(Formerly Ferrum Crescent Limited)
(Incorporated and registered in Australia
and registered as an external company in
the Republic of South Africa)
(Registration number 4459850)
(External company registration number 2011/116305/10)
Share code on AIM: EUZ
Share code on the JSE: EUZ
ISIN: AU0000014342
("the Company")

Proposed Fundraising to raise up to £1.5 million and Appointment of Joint Broker

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THIS ANNOUNCEMENT SHOULD BE READ IN ITS ENTIRETY. IN PARTICULAR, YOU SHOULD READ AND UNDERSTAND THE INFORMATION PROVIDED IN THE APPENDICES INCLUDING APPENDIX III WHICH CONTAINS THE TERMS AND CONDITIONS OF THE PLACING.

Europa Metals, the European focused lead, zinc and silver developer, announces its intention to raise gross proceeds of up to, in aggregate, £1.5 million by means of a placing of new Ordinary Shares to certain institutional and other investors (the "Placing") and a subscription of new Ordinary Shares (the "Subscription") to certain other investors (together, the

“Fundraising”), in each case at a price of 5 pence per share (ZAR1.01) (the “Fundraising Price”).

The Company is also pleased to announce the appointment of WH Ireland as Joint Broker with immediate effect.

The Fundraising Price represents a discount of approximately 42.7 per cent. to the Closing Price on AIM of 8.72 pence per Ordinary Share on 25 October 2021, being the latest practicable business day prior to the publication of this Announcement.

The Fundraising is being conducted in two tranches with the initial tranche of new Ordinary Shares being issued under the Company’s pre-existing share capital authorities and the second tranche subject to the requisite shareholder approval at the Company’s forthcoming 2021 Annual General Meeting. The two tranches (subject to passing of the requisite Resolutions in respect of the second tranche) are being issued to subscribers to the Fundraising on a *pro rata* basis. The Fundraising Shares will be issued fully paid and will rank *pari passu* in all respects with the Company’s existing Ordinary Shares.

The Placing element is to be conducted by way of an accelerated bookbuild process which will commence immediately following this Announcement and will be subject to the terms and conditions set out in Appendix III to this Announcement.

A further announcement confirming the closing of the Bookbuild and the number of new Ordinary Shares to be issued pursuant to the Placing is expected to be made in due course.

Fundraising Highlights

- Two tranche fundraising by way of the Placing and a Subscription to raise, in aggregate, up to approximately £1.5 million (before expenses) through the issue of, in aggregate, up to 30,000,000 new Ordinary Shares at the Fundraising Price.
- Placing element to be conducted via an accelerated bookbuild process launching today.
- The Fundraising Shares, assuming full take-up of the Placing and receipt of shareholder approval for the Second Fundraising Shares, will represent approximately 38 per cent. of the Enlarged Issued Share Capital.
- The net proceeds of the Fundraising will be utilised by the Company to pursue its refocused strategy of seeking potential additional projects/transaction opportunities that could add shareholder value, to further progress and de-risk the Company’s wholly owned Toral Pb, Zn & Ag Project and for the Group’s general working capital purposes.

The Fundraising

The Fundraising comprises a proposed placing and subscription of new Ordinary Shares to be effected in two tranches. The Company intends to issue, in aggregate, up to 24,565,324 new Ordinary Shares (the “First Fundraising Shares”), to raise gross proceeds of approximately £1.23 million, to participants in the Placing and Subscription under the Company’s pre-existing share capital authorities to allot equity securities granted at the Company’s annual general meeting held on 30 November 2020. The First Fundraising Shares are expected to be admitted to trading on AIM on or around 1 November 2021. The Company intends to issue up to a further 5,434,676 new Ordinary Shares (the “Second Fundraising Shares”), to raise gross proceeds of approximately a further £270,000. The Second Fundraising Shares are expected to be admitted to trading on AIM on or around 1 December 2021, being the first trading day following the forthcoming Annual General Meeting.

WH Ireland Limited (“**WH Ireland**” or the “**Bookrunner**”), is acting as bookrunner in connection with the Placing. The Placing Shares are being offered by way of an accelerated bookbuild (the “**Bookbuild**”), which will be launched immediately following this Announcement, in accordance with the terms and conditions set out in Appendix III to this Announcement.

Admission of the First Fundraising Shares is conditional, *inter alia*, upon the placing agreement dated 25 October 2021 between the Company and the Bookrunner (the “**Placing Agreement**”) not having been terminated and becoming unconditional in respect of such shares. The First Fundraising does not require Shareholder approval as the First Fundraising Shares will be issued pursuant to the Company’s pre-existing share capital authorities granted at its 2020 annual general meeting. Admission of the Second Fundraising Shares is, however, also conditional, *inter alia*, upon the approval of Shareholders at the Company’s 2021 Annual General Meeting proposed to be held on or around 30 November 2021, notice of which will be notified to shareholders shortly.

In connection with the Placing, the Company has entered into the Placing Agreement with WH Ireland which contains certain customary warranties given by the Company with respect to the Company’s business and customary indemnities given by the Company in respect of liabilities arising out of or in connection with the Placing.

The Placing is conditional, amongst other things, on:

- admission of the First Fundraising Shares becoming effective by no later than 8.00 a.m. on 1 November 2021 and admission of the Second Fundraising shares becoming effective by no later than 8.00 a.m. on 1 December 2021 (or such later time(s) and / or date(s) as the Company and the Bookrunner shall agree, not being later than 29 January 2022);
- the delivery by the Company to the Bookrunner of certain documents required under the Placing Agreement;
- the Company having fully performed its obligations under the Placing Agreement to the extent that such obligations fall to be performed prior to admission of the First Fundraising Shares or the Second Fundraising Shares as applicable; and
- the Placing Agreement not having been terminated by the Bookrunner in accordance with its terms.

The timing of the closure of the Bookbuild and the allocation of the Placing Shares to be issued at the Fundraising Price are to be determined at the discretion of the Company and the Bookrunner.

Admission to trading

Application will be made to the London Stock Exchange for admission of the First Fundraising Shares to trading on AIM and to the Johannesburg Stock Exchange for quotation on AltX. It is expected that admission will become effective and dealings in the First Fundraising Shares commence at 8.00 a.m. on or around 1 November 2021.

Following admission of the First Fundraising Shares, the total issued ordinary share capital of the Company will comprise 73,695,973 Ordinary Shares with voting rights. This figure may be used by shareholders in the Company as the denominator for the calculations by which they will determine if they are required to notify their interest in, or a change to their interest in, the Company’s share capital.

A further announcement will be made following the closure of the Bookbuild, confirming final details of the Placing.

The expected timetable of principal events is set out in Appendix I to this Announcement.

The Placing is not being underwritten and the Fundraising is not conditional on a minimum amount being raised.

The Company will also make a further announcement in due course with respect to the publication of the formal notice of its 2021 Annual General Meeting with respect to seeking shareholder approval for, *inter alia*, the proposed issue of the Second Fundraising Shares and replenishment of the Company's share capital authorities.

United Kingdom
26 October 2021

For further information on the Company, please visit www.europametals.com or contact:

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Capitalised terms used but not defined in this Announcement have the meanings given to such terms in Appendix II to this Announcement unless the context requires otherwise.

Additional Information

Reasons for the Fundraising and Use of Proceeds

The Company is undertaking the Fundraising in order to progress its refocused corporate and operational strategy and the net proceeds will therefore be applied towards:

- **Pursuing and assessing appropriate additional projects and potential transaction opportunities:** to support the Group's corporate and strategic development as the Board seeks to create shareholder value, via:
 - Seeking a partial sale/earn-in/JV or another similar third party agreement for the Toral Project;
 - Potential acquisitions with near term production/revenue or value realisation point; or
 - Potential low cost project acquisitions prospective in high demand commodities such as copper, lithium, gold, iron or nickel in regions including Europe, Australia, North America and select parts of Asia, Africa and South America
- **To further progress and de-risk the Toral Project:** initially pursuing further geotechnical drilling to assess key areas for future plant location and potential tailings storage facilities and to compliment metallurgical and waste analysis work (impacting future early years production profile) and ongoing environmental impact assessment;
- **Optional deployment:** to be used at the Board's discretion on the assessment of potential acquisitions for corporate development or further work including metallurgy and associated Toral Project studies; and
- **General working capital:** it is anticipated that the net proceeds of the Fundraising will provide approximately 12 months of additional working capital for the Group excluding any expenditure in respect of potential transaction opportunities.

Further details of the Placing

Pursuant to the Placing Agreement, the Bookrunner, as agent for the Company, has conditionally agreed to use reasonable endeavours to procure subscribers at the Fundraising Price for the Placing Shares.

The Bookrunner intends to conditionally place the Placing Shares with certain institutional and other investors at the Fundraising Price.

The Placing is being conducted in two tranches. The Company intends to issue up to 24,565,324 First Fundraising Shares, to raise gross proceeds of approximately £1.23 million, pursuant to the Company's pre-existing share capital authorities to allot equity securities granted at the Company's annual general meeting held on 30 November 2020. The First Fundraising Shares are expected to be admitted to trading on AIM on or around 1 November 2021 (or such later date and/or time as the Bookrunner and the Company may agree, being no later than 8.00 a.m. on 29 January 2022). Subject, *inter alia*, to Shareholders passing the requisite resolutions at the Company's forthcoming 2021 Annual General Meeting, the Company also intends to issue up to a further 5,434,676 Second Fundraising Shares, to raise gross proceeds of approximately a further £270,000. The Second Fundraising Shares are expected to be admitted to trading on AIM on or around 1 December 2021 (or such later date and/or time as the Bookrunner and the Company may agree, being no later than 8.00 a.m. on 29 January 2022).

Admission of the First Fundraising Shares is conditional, *inter alia*, upon the Placing Agreement not having been terminated and becoming unconditional in respect of such shares. Admission of the Second Fundraising Shares is also conditional, *inter alia*, upon the approval of Shareholders at the Company's forthcoming 2021 Annual General Meeting to be held on or around 30 November 2021.

The formal notice convening the Annual General Meeting (the "**Notice**") is expected to be sent to Shareholders on or around 1 November 2021.

The Second Placing is conditional upon (amongst other things) the Placing Agreement not having been terminated, the passing of the Resolutions at the Annual General Meeting and Second Admission occurring on or around 1 December 2021 (or such later date and/or time as the Bookrunner and the Company may agree, being no later than 8.00 a.m. on 29 January 2022).

The Bookrunner (acting in good faith) has the right to terminate the Placing Agreement in certain circumstances prior to First Admission, or after First Admission but before Second Admission in respect of the Second Fundraising Shares, including (but not limited to): in the event that there is a breach, or an alleged breach, of any of the warranties set out in the Placing Agreement or there is a Material Adverse Change. The Bookrunner may also terminate the Placing Agreement if there has been a material adverse change in certain international financial markets, a suspension or material limitation in trading on certain stock exchanges or a material disruption in commercial banking or securities settlement or clearance which, in the opinion of a Bookrunner (acting in good faith), makes it impractical or inadvisable to proceed with the Placing. If this termination right is exercised or if the conditionality in the Placing Agreement is not satisfied, the Placing will not proceed.

The Placing Shares are not subject to clawback. The Placing is not being underwritten. The Placing is not conditional on a minimum amount being raised.

Further details of the Subscription

The Subscription is also being conducted in two tranches. Pursuant to the Subscription, certain investors are subscribing directly with the Company for new Ordinary Shares at the Fundraising Price.

The First Subscription is conditional upon (amongst other things) the Placing Agreement not having been terminated and First Admission occurring on or before 8.00 a.m. on 1 November 2021 (or such later date and/or time as the Bookrunner and the Company may agree, being no later than 8.00 a.m. on 29 January 2022).

The Second Subscription is conditional upon (amongst other things) the Placing Agreement not having been terminated, the passing of the Resolutions at the Annual General Meeting and Second Admission occurring on or around 1 December 2021 (or such later date and/or time as the Bookrunner and the Company may agree, being no later than 8.00 a.m. on 29 January 2022).

Fundraising Shares

The Fundraising Shares, when issued, will be fully paid and will rank *pari passu* in all respects with the Existing Ordinary Shares in issue, including the right to receive all dividends and other distributions declared, made or paid after the date of issue.

Applications will be made to London Stock Exchange for admission of the First Fundraising Shares and the Second Fundraising Shares to trading on AIM and to quotation on AltX.

It is expected that First Admission will take place on or around 8.00 a.m. on 1 November 2021 and that dealings in the First Fundraising Shares on AIM will commence at the same time.

It is expected that Second Admission will take place on or around 1 December 2021 and that dealings in the Second Fundraising Shares on AIM will commence at the same time.

Annual General Meeting

The Company's 2021 Annual General Meeting is proposed to be held on or around 30 November 2021, at which the Resolutions will be proposed for the purpose, amongst other things, of implementing Second Admission. A formal notice of Annual General Meeting, setting out the Resolutions, will be despatched to Shareholders in due course.

IMPORTANT NOTICES

This Announcement includes statements that are, or may be deemed to be, "forward-looking statements". These forward-looking statements can be identified by the use of forward-looking terminology, including the terms "believes", "estimates", "forecasts", "plans", "prepares", "anticipates", "projects", "expects", "intends", "may", "will", "seeks", "should" or, in each case, their negative or other variations or comparable terminology, or by discussions of strategy, plans, objectives, goals, future events or intentions. These forward-looking statements include all matters that are not historical facts. They appear in a number of places throughout this Announcement and include statements regarding the Company's and the Directors' intentions, beliefs or current expectations concerning, amongst other things, the Company's prospects, growth and strategy. By their nature, forward-looking statements involve risks and uncertainties because they relate to events and depend on circumstances that may or may not occur in the future. Forward-looking statements are not guarantees of future performance. The Company's actual performance, achievements and financial condition may differ materially from those expressed or implied by the forward-looking statements in this Announcement. In addition, even if the Company's results of operations, performance, achievements and financial condition are consistent with the forward-looking statements in this Announcement, those results or developments may not be indicative of results or developments in subsequent periods. Any forward-looking statements that the Company makes in this Announcement speak only as of the date of such statement and (other than in accordance with their legal or regulatory obligations) neither the Company, nor the Bookrunner nor Strand Hanson nor any of their respective associates, directors, officers or advisers shall be obliged to update such statements. Comparisons of results for current and any prior periods are not intended to express any future trends or indications of future performance, unless expressed as such, and should only be viewed as historical data.

Strand Hanson Limited ("**Strand Hanson**"), which is authorised and regulated in the United Kingdom by the FCA, is acting as Nominated Adviser exclusively for the Company and no one else in connection with the contents of this Announcement and will not regard any other person (whether or not a recipient of this Announcement) as its client in relation to the contents of this Announcement nor will it be responsible to anyone other than the Company for providing the protections afforded to its clients or for providing advice in relation to the contents of this Announcement. Apart from the responsibilities and liabilities, if any, which may be imposed on Strand Hanson by the Financial Services and Markets Act 2000, as amended ("**FSMA**") or the regulatory regime established thereunder, Strand Hanson accepts no responsibility whatsoever, and makes no representation or warranty, express or implied, as to the contents of this Announcement including its accuracy, completeness or verification or for any other statement made or purported to be made by it, or on behalf of it, the Company or any other person, in connection with the Company and the contents of this Announcement, whether as to the past or the future. Strand Hanson accordingly disclaims all and any liability whatsoever, whether arising in tort, contract or otherwise (save as referred to above), which it might

otherwise have in respect of the contents of this Announcement or any such statement. The responsibilities of Strand Hanson 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 its decision to acquire shares in the capital of the Company in reliance on any part of this Announcement, or otherwise.

WH Ireland, which is authorised and regulated in the United Kingdom by the FCA, is acting as Broker and Bookrunner exclusively for the Company and no one else in connection with the contents of this Announcement and will not regard any other person (whether or not a recipient of this Announcement) as its client in relation to the contents of this Announcement nor will it be responsible to anyone other than the Company for providing the protections afforded to its clients or for providing advice in relation to the contents of this Announcement. Apart from the responsibilities and liabilities, if any, which may be imposed on WH Ireland by FSMA or the regulatory regime established thereunder, WH Ireland accepts no responsibility whatsoever, and makes no representation or warranty, express or implied, as to the contents of this Announcement including its accuracy, completeness or verification or for any other statement made or purported to be made by it, or on behalf of it, the Company or any other person, in connection with the Company and the contents of this Announcement, whether as to the past or the future. WH Ireland accordingly disclaims all and any liability whatsoever, whether arising in tort, contract or otherwise (save as referred to above), which it might otherwise have in respect of the contents of this Announcement or any such statement.

The New Ordinary 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, pledged, taken up, exercised, resold, renounced, transferred or delivered, directly or indirectly, in or into the United States absent registration under the Securities Act, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in compliance with any applicable securities laws of any state or other jurisdiction of the United States. The New Ordinary Shares have not been approved, disapproved or recommended by the U.S. Securities and Exchange Commission, any state securities commission in the United States or any other U.S. regulatory authority, nor have any of the foregoing authorities passed upon or endorsed the merits of the offering of the New Ordinary Shares. Subject to certain exceptions, the securities referred to herein may not be offered or sold in the United States, Australia, Canada, Japan, New Zealand, the Republic of South Africa or to, or for the account or benefit of, any national, resident or citizen of the United States, Australia, Canada, Japan, New Zealand or the Republic of South Africa.

No public offering of securities is being made 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, the Financial Markets Authority of New Zealand or the Japanese Ministry of Finance; the relevant clearances have not been, and will not be, obtained from the South Africa Reserve Bank or any other applicable body in the Republic of South Africa in relation to the New Ordinary Shares; and the New Ordinary Shares have not been, and nor will they be, registered under or offered in compliance with the securities laws of any state, province or territory of Canada, Australia, Japan, New Zealand 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 Canada, Australia, Japan, New Zealand or the Republic of South Africa or any other jurisdiction outside the United Kingdom or to, or for the account or benefit of any national, resident or citizen of Australia, Japan, New Zealand or the Republic of South Africa or to any investor located or resident in Canada.

No public offering of the New Ordinary Shares is being made in the United States, United Kingdom or elsewhere. All offers of the New Ordinary Shares will be made pursuant to an exemption under the Prospectus Regulation, or the Prospectus Regulation (as it forms part of domestic UK law pursuant to the EUWA, (as the case may be) from the requirement to produce a prospectus. This Announcement is being distributed to persons in the United Kingdom only in circumstances in which section 21(1) of FSMA does not apply.

The information in this Announcement, which includes certain information drawn from public sources, does not purport to be comprehensive and has not been independently verified. This Announcement contains statements that are, or may be deemed forward-looking statements, which relate, *inter alia*, to the Company's proposed strategy, plans and objectives. Such forward-looking statements involve known and unknown risks, uncertainties and other important factors beyond the control of the Company (including but not limited to future market conditions, legislative and regulatory changes, the actions of governmental regulators and changes in the political, social or economic framework in which the Company operates) that could cause the actual performance or achievements on the Company to be materially different from such forward-looking statements.

The content of this Announcement has not been approved by an authorised person within the meaning of the FSMA. 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. 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 appropriate independent financial adviser.

No prospectus will be made available in connection with the matters contained in this Announcement and no such prospectus is required (in accordance with the Prospectus Regulation) to be published. This Announcement and the terms and conditions set out herein are for information purposes only and are directed only at persons who are: (a) persons in Member States who are Qualified Investors; and (b) in the United Kingdom, Qualified Investors who are persons who (i) have professional experience in matters relating to investments falling within 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**"); (ii) are persons falling within article 49(2)(a) to (d) ("high net worth companies, unincorporated associations, etc") of the Order; or (iii) are persons to whom it may otherwise be lawfully communicated; (all such persons together being referred to as "relevant persons").

This Announcement and the terms and conditions set out herein 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 and the terms and conditions set out herein relates is available only to relevant persons and will be engaged in only with relevant persons.

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 the Bookrunner or by any of its 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.

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

The New Ordinary Shares to be issued pursuant to the Placing and Subscription will not be admitted to trading on any stock exchange other than AIM and the AltX.

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

APPENDIX I

Expected Timetable for the Fundraising

	2021
Announcement of the Fundraising	7.00 a.m. on 26 October
Announcement of the results of the Fundraising	26 October
First Admission of the First Fundraising Shares to trading on AIM	8.00 a.m. on 1 November
Expected date for CREST accounts to be credited in respect of the First Fundraising Shares in uncertificated form	1 November
Annual General Meeting	on or around 30 November
Announcement of results of the Annual General Meeting	on or around 30 November
Second Admission of the Second Fundraising Shares	8.00 a.m. on 1 December
Expected date for CREST accounts to be credited in respect of the Second Fundraising Shares in uncertificated form	c.1 December
Where applicable, expected date for dispatch of definitive share certificates for Fundraising Shares in certificated form	Within 14 days of First Admission, and Second Admission as appropriate
Long Stop Date	8:00 a.m. on 29 January 2022

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

APPENDIX II

Definitions

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

“AIM”	the market of that name operated by the London Stock Exchange
“AIM Rules”	the AIM Rules for Companies (including the guidance notes) published by the London Stock Exchange from time to time
“AltX”	an alternative market of that name for small and medium-sized companies in South Africa operated by the Johannesburg Stock Exchange

“Annual General Meeting”	the annual general meeting of the Company proposed to be convened for on or around 30 November 2021 (or any adjournment thereof) at which the Resolutions will be proposed
“Announcement”	this announcement (including the Appendices which forms part of this announcement)
“Bookbuild”	the accelerated bookbuilding to be conducted by the Bookrunner pursuant to the Placing Agreement and this Announcement
“Bookrunner”	WH Ireland
“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
“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 “Europa Metals”	Europa Metals Ltd, a company incorporated and registered in Australia with ACN 097 532 137
“Constitution”	the constitution of the Company (as amended from time to time)
“CREST” or “CREST system”	the relevant system (as defined in the CREST Regulations) in respect of which Euroclear is the operator (as defined in those regulations)
“CREST Regulations”	the Uncertificated Securities Regulations 2001 (SI2001/3755)
“Depository Interests”	depository interests representing the Ordinary Shares
“Directors” or “Board”	the directors of the Company or any duly authorised committee thereof
“EEA”	the European Economic Area, comprising the European Union, Iceland, Liechtenstein and Norway and “Member State” shall be construed accordingly
“Enlarged Issued Share Capital”	the Ordinary Shares which shall be in issue immediately following Second Admission
“Euroclear”	Euroclear UK & Ireland Limited, the operator of CREST
“EUWA”	the European Union (Withdrawal) Act 2018, as amended
“Existing Ordinary Shares”	the 49,130,649 Ordinary Shares in issue at the date of this Announcement
“FCA”	the Financial Conduct Authority
“First Admission”	admission of the First Fundraising Shares to AIM becoming effective in accordance with Rule 6 of the

	AIM Rules
“First Fundraising”	the First Placing and First Subscription
“First Fundraising Shares”	up to 24,565,324 new Ordinary Shares comprising the First Placing Shares and the First Subscription Shares
“First Placing”	the placing of the First Placing Shares at the Fundraising Price by the Bookrunner on behalf of the Company
“First Placing Shares”	such number of new Ordinary Shares, to be allotted and issued pursuant to the First Placing
“First Subscription”	the subscription of the First Subscription Shares at the Fundraising Price by certain investors;
“First Subscription Shares”	such number of new Ordinary Shares to be allotted and issued pursuant to the First Subscription
“FSMA”	the Financial Services and Markets Act 2000, as amended
“Fundraising”	the proposed Placing and Subscription of new Ordinary Shares
“Fundraising Shares”	the Placing Shares and the Subscription Shares
“HMRC”	HM Revenue & Customs in the UK
“ITA 2007”	Income Tax Act 2007
“Johannesburg Stock Exchange”	JSE Limited
“London Stock Exchange”	London Stock Exchange plc
“Long Stop Date”	29 January 2022
“MAR” or the “Market Abuse Regulation”	the Market Abuse Regulation (2014/596/EU) as it forms part of UK domestic law pursuant to the EUWA
“Material Adverse Change”	any material adverse change in, or any development involving a prospective material adverse change in or affecting the condition (financial, operational, legal or otherwise), earnings, management, funding position, solvency, business affairs or operations of the Company, whether or not foreseeable at the date of the Placing Agreement and whether or not arising in the ordinary course of business
“New Ordinary Shares”	the new Ordinary Shares to be issued pursuant to the Fundraising, the number of which will be announced by the Company on completion of the Bookbuild
“Notice”	the notice of Annual General Meeting to be sent to Shareholders proposing the Resolutions
“Ordinary Shares”	ordinary shares of no par value in the capital of the Company

“Placee” or “Placees”	any person or persons subscribing for and/or purchasing Placing Shares pursuant to the Placing
“Placing”	the First Placing and the Second Placing by the Bookrunner on behalf of the Company at the Placing Price pursuant to the Placing Agreement
“Placing Agreement”	the agreement dated 25 October 2021 between the Company and the Bookrunner relating to the Placing
“Placing Price”	5 pence per New Ordinary Share
“Placing Shares”	the new Ordinary Shares to be issued pursuant to the Placing, the number of which will be announced by the Company on completion of the Bookbuild
“Prospectus Regulation”	Regulation (EU) 2017/1129 of the European Parliament and Council of 14 June 2017 and any relevant implementing measures in any Member State of the European Economic Area
“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
“Qualified Investors”	(a) in respect of persons in any Member State of the European Economic Area, persons who are qualified investors (within the meaning of article 2(e) of the Prospectus Regulation; or (b) in respect of persons in the UK, persons who are qualified investors (within the meaning of article 2(e) of the Prospectus Regulation as it forms part of UK domestic law pursuant to the EUWA, as the case may be
“Registrar”	Computershare Investor Services plc (UK), Computershare Investor Services Pty Limited (Australia) and/or Computershare Investor Services (Proprietary) Limited (South Africa)
“Regulatory Information Service”	one of the regulatory information services authorised by the FCA to receive, process and disseminate regulatory information
“Resolutions”	the resolutions to be proposed at the Annual General Meeting and set out in the Notice, which shall include the resolutions required in order to implement the Second Placing and Second Subscription
“Second Admission”	admission of the Second Fundraising Shares to AIM becoming effective in accordance with Rule 6 of the AIM Rules
“Second Fundraising”	the Second Placing and the Second Subscription
“Second Fundraising Shares”	up to approximately 5,434,676 new Ordinary Shares comprising the Second Placing Shares and the Second Subscription Shares

“Second Placing”	the conditional placing by the Bookrunner (on behalf of the Company) of the Second Fundraising Shares at the Placing Price subject to, <i>inter alia</i> , the passing of the Resolutions and Second Admission
“Second Placing Shares”	such number of new Ordinary Shares to be allotted and issued pursuant to the Second Placing
“Second Subscription”	the proposed subscription of the Second Subscription Shares
“Second Subscription Shares”	such number of new Ordinary Shares, to be allotted and issued pursuant to the Second Subscription
“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
“Strand Hanson”	Strand Hanson Limited, Nominated Adviser to the Company
“Subscription”	the First Subscription and the Second Subscription
“Subscription Shares”	the new Ordinary Shares to be issued pursuant to the Subscription
“uncertificated” or “in uncertificated form”	recorded on the relevant register of Ordinary Shares as being held in uncertificated form in CREST and title to which, by virtue of the CREST Regulations, may be transferred by means of CREST
“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
“£”, “pounds sterling”, “pence” or “p”	are references to the lawful currency of the United Kingdom

APPENDIX III

Terms and conditions of the Placing

THIS ANNOUNCEMENT, INCLUDING THE APPENDICES (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, NEW ZEALAND 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 THE BOOKRUNNER, QUALIFIED INVESTORS; AND/OR (B) IN THE UNITED KINGDOM, PERSONS WHO ARE (I) QUALIFIED INVESTORS; AND "INVESTMENT PROFESSIONALS" WITHIN THE MEANING OF ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005 (AS AMENDED) (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, IS A FINANCIAL PROMOTION AND IS EXEMPT FROM THE GENERAL RESTRICTION IN SECTION 21 OF FSMA ON THE COMMUNICATION OF INVITATIONS OR INDUCEMENTS TO ENGAGE IN INVESTMENT ACTIVITY, ON THE GROUNDS THAT IT IS ONLY BEING DISTRIBUTED TO RELEVANT PERSONS. ACCORDINGLY, 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. DISTRIBUTION OF THIS ANNOUNCEMENT IN CERTAIN JURISDICTIONS MAY BE RESTRICTED OR PROHIBITED BY LAW. PERSONS DISTRIBUTING THIS ANNOUNCEMENT MUST SATISFY THEMSELVES THAT IT IS LAWFUL TO DO SO. ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THIS APPENDIX AND THE TERMS AND CONDITIONS SET OUT HEREIN 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 OF AN OFFER 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 THE LEGAL, TAX, BUSINESS AND RELATED IMPLICATIONS OF AN INVESTMENT IN THE PLACING 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 A DISPOSAL OF THEIR 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 Placing Shares have not been, nor will they be, registered or qualified for distribution, as applicable under or offered in compliance with the securities laws of any state, province or territory of the United States, Australia, Canada, Japan, New Zealand, or 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 the United States, Australia, Canada, Japan, New Zealand, or 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 the FCA Handbook Product Intervention and Product Governance Sourcebook (the “UK Product Governance Rules”), and disclaiming all and any liability, whether arising in tort, contract or otherwise, which any “manufacturer” (for the purposes of the UK Product Governance Rules) may otherwise have with respect thereto, the Placing Shares have been subject to a product approval process, which has determined that the Placing Shares are: (i) compatible with an end target market of investors who meet the criteria of professional clients and eligible counterparties, each defined in the FCA Handbook Conduct of Business Sourcebook (“COBS”); and (ii) eligible for distribution through all distribution channels as are permitted by the UK Product Governance Rules (the “UK Target Market Assessment”).

Solely for the purposes of the product governance requirements contained within: (a) EU Directive 2014/65/EU on markets in financial instruments, as amended (“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” and/or “distributor” (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 the Placing Shares are: (i) compatible with an end target market of: (a) investors who meet the criteria of professional clients and (b) eligible counterparties (each as defined in MiFID II); and (ii) eligible for distribution through all distribution channels as are permitted by MiFID II (the “EU Target Market Assessment”).

Notwithstanding the UK Target Market Assessment and the EU Target Market Assessment, distributors should note that: the price of the Ordinary Shares may decline and investors could lose all or part of their investment; the Ordinary Shares offer no guaranteed income and no capital protection; and an investment in the 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.

Each of the UK Target Market Assessment and the EU Target Market Assessment is without prejudice to any contractual, legal or regulatory selling restrictions in relation to the Placing. Furthermore, it is noted that, notwithstanding the UK Target Market Assessment and the EU Target Market Assessment, the Bookrunner will only procure investors who meet the criteria of professional clients and eligible counterparties each as defined under COBS or MiFID II, as applicable.

For the avoidance of doubt, each of the UK Target Market Assessment and the EU Target Market Assessment does not constitute: (a) an assessment of suitability or appropriateness for the purposes of Chapters 9A or 10A respectively of COBS or MiFID II, as applicable; 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 Ordinary Shares.

Each distributor is responsible for undertaking its own target market assessment in respect of the Placing 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 Placing Shares. Each Placee hereby agrees with the Bookrunner and the Company to be bound by these terms and conditions as being the terms and conditions upon which Placing Shares will be issued or acquired. A Placee shall, without limitation, become so bound if the Bookrunner confirms to such Placee its allocation of Placing Shares.

Upon being notified of its allocation of Placing Shares, a Placee shall be contractually committed to acquire the number of Placing 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 Placing Shares has been given.

Details of the Placing Agreement and the Placing Shares

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

The number of Placing 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 Placing Shares and allocations are at the discretion of the Bookrunner, following consultation with the Company. Allocations will be confirmed orally or by email by the Bookrunner following the close of the Bookbuild. A further announcement confirming these details will then be made as soon as practicable following completion of the Bookbuild.

The Placing Shares will, when issued, be subject to the Constitution, will be credited as fully paid and 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 Placing Shares.

Subject to admission, the Placing Shares will trade on AIM under the trading symbol "EUZ" and with ISIN AU0000090060.

Application for admission to trading on AIM

Application will be made to the London Stock Exchange for admission to trading on AIM of the First Fundraising Shares. It is expected that settlement of any such shares (via Depositary Interests) and First Admission will become effective on or around 8.00 a.m. on 1 November 2021 and that dealings in the First Fundraising Shares will commence at that time.

Application will be made to the London Stock Exchange for admission to trading on AIM of the Second Fundraising Shares. It is expected that settlement of any such shares (via Depositary

Interests) and Second Admission will become effective on or around 8.00 a.m. on 1 December 2021 and that dealings in the Second Fundraising Shares will commence at that time.

Bookbuild

The Bookrunner will today commence an accelerated bookbuilding process 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 Placing Shares.

The Bookrunner and the Company shall be entitled to effect the Placing by such alternative method to the Bookbuild as it may, in its sole discretion, determine.

The principal terms of the Placing are as follows:

1. The Bookrunner is arranging the Placing as agent for, and joint broker of, 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 the Bookrunner.
3. The Bookbuild, if successful, will establish the number of Placing Shares to be issued at the Placing Price, which will be determined by the Bookrunner, in consultation with the Company, following completion of the Bookbuild. The number of Placing Shares will be announced on a Regulatory Information Service following completion of the Bookbuild.
4. To bid in the Bookbuild, prospective Placees should communicate their bid by telephone to their usual contact at the Bookrunner. Each bid should state the number of Placing Shares which the prospective Placee wishes to subscribe for or purchase at the Placing Price. Bids may be scaled down by the Bookrunner on the basis referred to in paragraph 8 below.
5. The timing of the closing of the Bookbuild will be at the discretion of the Bookrunner. 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. Allocations of the Placing Shares will be determined by the Bookrunner, following consultation with the Company. Each Placee's allocation will be confirmed to Placees orally, or by email, by the Bookrunner following the close of the Bookbuild and a trade confirmation or contract note will be dispatched as soon as possible thereafter. Oral or emailed confirmation from the Bookrunner will give rise to an irrevocable, legally binding commitment by that person (who at that point becomes a Placee), in favour of the Bookrunner and the Company, under which it agrees to acquire by subscription the number of Placing 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 Constitution. Except with the Bookrunner'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 Placing Shares to be issued at the Placing Price.
8. Subject to paragraphs 4 and 5 above, the Bookrunner may choose not to accept bids and/or to accept bids, either in whole or in part, on the basis of allocations determined at its discretion (after consultation with the Company) and may scale down any bids for this purpose on such basis as it may determine. The Bookrunner may also, notwithstanding paragraphs 4 and 5 above, subject to the prior consent of the Company, allocate Placing 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 the Bookrunner'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 the Bookrunner or the Company using the name of any Placee (or its agent), in its capacity as Placee (or agent), other than with such Placee's prior written consent.
11. Irrespective of the time at which a Placee's allocation pursuant to the Placing is confirmed, settlement for all Placing Shares to be acquired pursuant to the Placing will be required to be made at the same time, on the basis explained below under "Registration and Settlement".
12. All obligations of the Bookrunner under the Placing will be subject to fulfilment of the conditions referred to below "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. Insofar as the Placing relates to the Second Fundraising Shares (but not, for the avoidance of doubt, the First Fundraising Shares), the passing of the Resolutions to approve the Placing (without amendment other than any amendments approved by WH Ireland in advance) at the Annual General Meeting (or any adjournment thereof).
14. 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.
15. To the fullest extent permissible by law and the applicable rules of the FCA, neither the Bookrunner, nor any of its affiliates, agents, directors, officers or employees 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. In particular, neither the Bookrunner, nor any of its respective affiliates, agents, directors, officers or employees shall have any liability (including to the extent permissible by law, any fiduciary duties) in respect of the Bookrunner's conduct of the Placing or of such alternative method of effecting the Placing as the Bookrunner and the Company may determine.

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 Bookrunner's obligations under the Placing Agreement in respect of the Placing Shares are conditional on, *inter alia*:

1. the delivery by the Company to the Bookrunner of certain documents required under the Placing Agreement;
2. the Company having performed its obligations under the Placing Agreement to the extent that such obligations fall to be performed prior to First Admission and/or Second Admission;
3. the issue and allotment of the Placing Shares, conditional only upon First Admission and/or Second Admission as appropriate;
4. First Admission occurring by no later than 8.00 a.m. (London time) on 1 November 2021 and Second Admission taking place no later than 8.00 a.m. (London time) on 1 December 2021 or such other date(s) and time(s) as may be agreed between the Company and the

Bookrunner, not being later than 3.00 p.m. (London time) on 29 January 2022 (the “Long Stop Date”); and

5. the Placing Agreement not having been terminated by the Bookrunner in accordance with its terms.

If: (i) any of the conditions contained in the Placing Agreement, including those described above, are not fulfilled or (where applicable) waived by the Bookrunner by the respective time or date where specified (or such later time or date as the Bookrunner may notify to the Company, being not later than the Long Stop Date); (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 not proceed and the Placees’ rights and obligations hereunder in relation to the Placing Shares shall cease and terminate at such time and each Placee agrees that no claim can be made by the Placee in respect thereof.

The Bookrunner may, at its discretion and upon such terms as it thinks fit, waive, or extend the period for (subject to the Long Stop Date), compliance by the Company with the whole or any part of any of the Company's obligations in relation to the conditions in the Placing Agreement save that the conditions relating to First Admission and Second Admission taking place may not be waived. Any such extension or waiver will not affect Placees’ commitments as set out in this Announcement.

Neither the Bookrunner, 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 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 the Bookrunner.

Right to terminate the Placing Agreement

The Bookrunner is entitled, at any time before First Admission and/or Second Admission, to terminate the Placing Agreement by giving notice to the Company in certain circumstances, including, *inter alia*, if before First Admission and/or Second Admission:

1. any of the warranties given in the Placing Agreement are not true and accurate and not misleading when given at the date of the Placing Agreement or would not be true and accurate or would be misleading if they were repeated on First Admission and/or Second Admission;
2. the Company has failed to comply with its obligations under the Placing Agreement, or with the requirements of any applicable laws or regulations (including MAR and the AIM Rules) in relation to the Placing;
3. any of the conditions set out in the Placing Agreement are not fulfilled or (if capable of waiver) waived by the Bookrunner or shall have become incapable of being fulfilled by the respective time(s) and date(s) (if any) specified in the Placing Agreement;
4. there has been any development or event which will or is likely to have a material adverse effect on the condition (financial, operational, legal or otherwise), prospects, solvency, liquidity, management, results of operations, financial position, business or general affairs of the Group taken as a whole, whether or not foreseeable and whether or not arising in the ordinary course of business; or
5. there has been a change in national or international financial, political, economic, monetary or stock market conditions (primary or secondary) or an imposition of or

compliance with any law or governmental or regulatory order, rule, regulation, restriction or direction,

which, in the opinion of the Bookrunner, would or would be likely to prejudice materially the Company or render the Placing (or any material part thereof) or First Admission and/or Second Admission impractical or inadvisable.

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 the Bookrunner of any right of termination or other discretion under the Placing Agreement shall be within the absolute discretion of the Bookrunner and that the Bookrunner need not make any reference to Placees in this regard and that neither the Bookrunner nor any of its respective affiliates shall have any liability to Placees whatsoever in connection with any such exercise or failure so to exercise.

No Admission Document or Prospectus

The Placing Shares are being offered to a limited number of specifically invited persons only and have not been nor will they be offered in such a way as to require the publication of a prospectus in the United Kingdom. No offering document, admission document or prospectus has been or will be submitted to be approved by the FCA or the London Stock Exchange 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 Publicly Available 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 not relied on any other information (other than the Publicly Available Information), representation, warranty, or statement made by or on behalf of the Company or the Bookrunner or any other person and neither the Bookrunner, 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 the Bookrunner, 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 the Bookrunner are making any undertaking or warranty to any Placee regarding the legality of an investment in the Placing 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 Placing Shares. Nothing in this paragraph shall exclude the liability of any person for fraudulent misrepresentation.

Registration and Settlement

Following closure of the Bookbuild, each Placee allocated Placing Shares in the Placing will be sent a trade confirmation or contract note in accordance with the standing arrangements in place with the Bookrunner, stating the number of Placing Shares allocated to it at the Placing Price, the aggregate amount owed by such Placee (in pounds sterling) 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 the Bookrunner in accordance with the standing CREST settlement instructions which they have in place with the Bookrunner.

Settlement of transactions in the Placing Shares via the Depositary Interests (ISIN: AU0000090060) following First Admission and Second Admission will take place within CREST provided that, subject to certain exceptions, the Bookrunner reserves the right to require settlement for, and delivery of, the Placing 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 take place in accordance with the instructions set out in the contract note.

Interest is chargeable daily on payments not received from Placees on the due date(s) in accordance with the arrangements set out above at the rate of 4 percentage points above the prevailing LIBOR rate as determined by the Bookrunner.

Each Placee is deemed to agree that, if it does not comply with these obligations, the Bookrunner 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 Bookrunner'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 the Bookrunner 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 Placing Shares on such Placee's behalf. By communicating a bid for Placing Shares, each Placee confers on the Bookrunner such authorities and powers necessary to carry out any such sale and agrees to ratify and confirm all actions which the Bookrunner lawfully takes in pursuance of such sale. Legal and/or beneficial title in and to any Placing Shares shall not pass to the relevant Placee until it has fully complied with its obligations hereunder.

If Placing 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 Placing Shares are registered in a Placee's name or that of its nominee or in the name of any person for whom a Placee is contracting as agent or that of a nominee for such person, such Placing Shares should, subject as provided below, be so registered free from any liability to UK stamp duty or stamp duty reserve tax or securities transfer tax. Neither the Bookrunner 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 Placing 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 the Bookrunner for themselves and on behalf of the Company:

1. that it has read and understood this Announcement, including this Appendix, in its entirety and that its subscription for or purchase of Placing Shares is subject to and based upon all the terms, conditions, representations, warranties, acknowledgements, agreements and undertakings and other information contained herein and undertakes not to redistribute or duplicate this Announcement;

2. 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 the Bookrunner of any right or discretion under the Placing Agreement shall be within the absolute discretion of the Bookrunner and the Bookrunner 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 the Bookrunner or the Company, or any of their respective officers, directors, employees agents or advisers, 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, the Bookrunner 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 Placing Shares other than as 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. Each Placee agrees that neither the Company, the Bookrunner 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 Placing Shares acquired by it as a financial intermediary, as that term is used in Article 5(1) of the Prospectus Regulation and Article 5(1) of the Prospectus Regulation (as it forms part of domestic UK law pursuant to the EUWA), (i) 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 Member State of the European Economic Area which has implemented the Prospectus Regulation or the UK, respectively, other than Qualified Investors or in circumstances in which the prior consent of the Bookrunner has been given to the offer or resale; or (ii) where Placing Shares have been acquired by it on behalf of persons in any member state of the EEA, or the UK respectively, other than Qualified Investors, the offer of those Placing Shares to it is not treated under the Prospectus Regulation or the Prospectus Regulation (as it forms part of domestic UK law pursuant to the EUWA) (as the case may be) as having been made to such persons;
6. that neither it nor, as the case may be, its clients expect the Bookrunner 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 the Bookrunner is not acting for it or its clients, and that the Bookrunner will not be responsible for providing the protections afforded to customers of the Bookrunner or for providing advice in respect of the transactions described herein;
7. that 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 and that it shall not be entitled to rely upon any material regarding the Placing Shares or the Company (if any) that the Bookrunner or 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, other than the information in this Announcement and the Publicly Available Information; nor has it requested any of the Bookrunner, 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) located outside the United States and is not a US Person as defined in Regulation S under the Securities Act (“Regulation S”) and is subscribing for and/or

purchasing the Placing Shares only in “offshore transactions” as defined in and pursuant to Regulation S, and (ii) it is not subscribing for and/or purchasing Placing 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 Placing 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 accordingly the Placing Shares may not be offered, sold, pledged, resold, transferred, delivered or distributed into or within the United States except in compliance with the registration requirements of the Securities Act and applicable state securities requirements or pursuant to exemptions therefrom;
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 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 it has made its own assessment of the Company, the Placing Shares and the terms of the Placing based on this Announcement and the Publicly Available Information only;
11. that neither the Bookrunner or 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 Placing Shares or the accuracy, completeness or adequacy of the Publicly Available Information;
12. that, unless specifically agreed with the Bookrunner, 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 or any US Person at the time the undertaking to subscribe for and/or purchase Placing Shares was given and it is not acquiring Placing Shares with a view to the offer, sale, resale, transfer, delivery or distribution, directly or indirectly, of any Placing Shares into the United States or to any US Person and it will not reoffer, resell, pledge or otherwise transfer the Placing Shares except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act 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 Australia, Canada, New Zealand, the Republic of South Africa or Japan or a corporation, partnership or other entity organised under the laws of Australia, Canada, New Zealand, the Republic of South Africa or Japan and that it will not (unless an exemption under the relevant securities laws is applicable) offer, sell, renounce, transfer or deliver, directly or indirectly, any of the Placing Shares in Australia, Canada, New Zealand, the Republic of South Africa or Japan or to or for the benefit of any person resident in Australia, Canada, New Zealand, the Republic of South Africa or Japan and each Placee acknowledges that the relevant clearances or exemptions are not being obtained from the Securities Commission of any province or territory of Canada, that no prospectus has been or will be lodged with, filed with or registered by the Australian Securities and Investments Commission, the Securities Commission of New Zealand, the Japanese Ministry of Finance or the South African Reserve Bank and that the Placing Shares are not being offered for sale and may not (unless an exemption under the relevant securities laws is applicable) be offered, sold, resold or delivered, directly or indirectly, in or into the United States, Australia, Canada, New Zealand, the Republic of South Africa, Japan or any other jurisdiction in which such offer, sale, resale or delivery would be unlawful;
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 Placing 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 Placing or the Placing Shares to any persons within the United States or to any US Persons;
16. that it is entitled to subscribe for and/or purchase Placing 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 complied with all necessary formalities and that it has not taken any action which will or may result in the Company or the Bookrunner 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 and/or purchase the Placing Shares and to perform its subscription and/or purchase obligations;
18. that where it is acquiring Placing Shares for one or more managed accounts, it is authorised in writing by each managed account: (a) to acquire the Placing Shares for each managed account; (b) to make on its behalf the representations, warranties, acknowledgements, undertakings and agreements in this Appendix and the Announcement of which it forms part; and (c), if applicable, to receive on its behalf any investment letter relating to the Placing in the form provided to it by the Bookrunner;
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(2)(A) to (D) (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 Placing Shares that are allocated to it for the purposes of its business;
20. that, unless otherwise agreed by the Bookrunner, it is a Qualified Investor;
21. that, unless otherwise agreed by the Bookrunner, 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 Placing Shares for investment only and not with a view to resale or distribution;
22. that it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of 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;
23. that any money held in an account with the Bookrunner (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 the Bookrunner's (or its nominee's) money in accordance with such client money rules and will be used by the Bookrunner in the course of its own business and each Placee will rank only as a general creditor of the Bookrunner;
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 Constitution (which

incorporates by reference the requirements of Chapter 5 of the Disclosure Guidance and Transparency Rules of 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 Placing Shares which it is subscribing for and/or purchasing under the Placing unless and until First Admission and/or Second Admission, as applicable, becomes effective;
27. that it appoints irrevocably any director of the Bookrunner 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 Placing Shares;
28. that the Announcement does not constitute a securities recommendation or financial product advice and that neither the Bookrunner nor the Company has considered its particular objectives, financial situation and needs;
29. that it has sufficient knowledge, sophistication and experience in financial, business and investment matters as is required to evaluate the merits and risks of subscribing for or purchasing the Placing Shares and is aware that it may be required to bear, and it, and any accounts for which it may be acting, are able to bear, the economic risk of, and is able to sustain, a complete loss in connection with the Placing;
30. that it will indemnify and hold the Company and the Bookrunner 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 the Bookrunner 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 the Bookrunner and the Company. All confirmations, warranties, acknowledgements and undertakings given by the Placee, pursuant to this Announcement (including this Appendix) are given to the Bookrunner for itself and on behalf of the Company and will survive completion of the Placing and First Admission and Second Admission;
31. that time shall be of the essence as regards obligations pursuant to this Appendix;
32. that it is responsible for obtaining any legal, financial, 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 the Bookrunner to provide any legal, financial, tax or other advice to it;
33. that all dates and times in this Announcement (including this Appendix) may be subject to amendment and that the Bookrunner shall notify it of such amendments;
34. that (i) it has complied with its obligations under the Criminal Justice Act 1993 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 and Terrorist Financing Regulations 2019 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 or the United States Department of State; (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 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 the Bookrunner such evidence, if any, as to the identity or location or legal status of any person which the Bookrunner 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 the Bookrunner on the basis that any failure by it to do so may result in the number of Placing Shares that are to be subscribed for and/or purchased by it or at its direction pursuant to the Placing being reduced to such number, or to nil, as the Bookrunner may decide in its absolute discretion;

35. that it will not make any offer to the public within the meaning of the Prospectus Regulation of those Placing Shares to be subscribed for and/or purchased by it;
36. that it will not distribute any document relating to the Placing Shares and it will be acquiring the Placing 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 Placing Shares; save that if it is a private client stockbroker or fund manager it confirms that in purchasing the Placing 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 Placing Shares for the account of any third party;
37. 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 Placing Shares (together with any interest chargeable thereon) may be taken by the Company or the Bookrunner in any jurisdiction in which the relevant Placee is incorporated or in which its assets are located or any of its securities have a quotation on a recognised stock exchange;
38. 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 the Bookrunner;
39. that the Bookrunner owes no fiduciary or other duties to any Placee in respect of any representations, warranties, undertakings or indemnities in the Placing Agreement;
40. that the Bookrunner or its respective affiliates may, at their absolute discretion, agree to become a Placee in respect of some or all of the Placing Shares;
41. 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 Placing Shares; and
42. 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, the Bookrunner 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 the Bookrunner for themselves 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 the Bookrunner.

The agreement to settle a Placee's subscription and/or purchase (and/or the subscription of a person for whom such Placee is contracting as agent) free of stamp duty and stamp duty reserve tax depends on the settlement relating only to a subscription by it and/or such person direct from the Company for the Placing Shares (via Depositary Interests) in question. Such agreement assumes that the Placing Shares are not being subscribed for in connection with arrangements to issue depositary receipts or to transfer the Placing Shares into a clearance service. If there are any such arrangements, or the settlement relates to any other subsequent dealing in the Placing Shares, stamp duty or stamp duty reserve tax may be payable, for which neither the Company or the Bookrunner will be responsible, and the Placee to whom (or on behalf of whom, or in respect of the person for whom it is participating in the Placing as an agent or nominee) the allocation, allotment, issue or delivery of Placing Shares has given rise to such UK stamp duty or stamp duty reserve tax undertakes to pay such UK stamp duty or stamp duty reserve tax forthwith and to indemnify on an after-tax basis and to hold harmless the Company and the Bookrunner in the event that any of the Company and/or the Bookrunner have 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 the Bookrunner 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 Placing Shares or the agreement by them to subscribe for or purchase any Placing Shares.

All times and dates in this Announcement (including the Appendices) may be subject to amendment. The Bookrunner 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 the Bookrunner 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.