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THIS ANNOUNCEMENT (INCLUDING THE APPENDICES) IS FOR INFORMATION PURPOSES ONLY AND DOES NOT ITSELF CONSTITUTE AN OFFER FOR SALE OR SUBSCRIPTION OF ANY SECURITIES IN THE COMPANY. THIS ANNOUNCEMENT (INCLUDING THE APPENDICES) DOES 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 FRENKEL TOPPING GROUP PLC IN ANY JURISDICTION WHERE TO DO SO WOULD BREACH ANY APPLICABLE LAW OR REGULATION.

UNLESS OTHERWISE INDICATED, CAPITALISED TERMS IN THIS ANNOUNCEMENT HAVE THE MEANINGS GIVEN TO THEM IN THE DEFINITIONS SECTION INCLUDED IN APPENDIX II.

THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION AS DEFINED IN ARTICLE 7 OF THE MARKET ABUSE REGULATION NO. 596/2014 ("MAR"). UPON THE PUBLICATION OF THIS ANNOUNCEMENT, THIS INSIDE INFORMATION IS NOW CONSIDERED TO BE IN THE PUBLIC DOMAIN.

22 July 2020

Frenkel Topping Group plc
("Frenkel Topping", the "Company" or the "Group")
Proposed Placing to raise approximately £13 million

Frenkel Topping Group plc (AIM: FEN), a specialist independent financial adviser and wealth manager focused on asset protection for clients, today announces its intention to conduct an accelerated bookbuild (the "**Bookbuild**") to raise approximately £13 million (before expenses) by way of a conditional placing of up to 32,500,000 new ordinary shares of 0.5p each in the capital of the Company ("**Ordinary Shares**" and "**Placing Shares**") to institutional and other investors (the "**Placing**") at a price of 40 pence per new Ordinary Share (the "**Issue Price**").

The Company also separately announces the completion of the acquisition of 99.99% of the shares in Forth Associates Limited ("**Forths**") from Richard Forth and Anthony Flint ("**Sellers**"), an owner managed forensic accountancy firm (the "**Acquisition**"), further details of which (including the consideration payable under the Acquisition) are set out below. The holder of the remaining 0.01% of the shares in the Company is untraceable and has not sold their shares to the Company. The Acquisition represents the first step in the Company's consolidation strategy.

The Company is also providing an update on trading for the H1 to 30 June 2020 demonstrating the Company's resilience during COVID-19.

Key Highlights:

- Strong organic growth and delivered £75m of new investment mandates, a 70% increase than in the comparable period last year.
- AUM up 13% as at 30 June to £962m (as at 30 June 2019: £851m).
- Total revenues are expected to be up 9% to £4.4m, of which approximately £3.5m was recurring revenue.
- EBITDA is expected to increase by c. 16% to £1.1m.

Frenkel Topping has entered into a placing agreement with finnCap Ltd ("**finnCap**") to act as the sole bookrunner in relation to the Placing.

The Bookbuild will open with immediate effect following release of this Announcement. The timing of the closing of the Bookbuild, the number of Placing Shares and allocations are at the discretion of the Company and finnCap and a further announcement confirming these details is expected to be made in due course. finnCap reserves the right to close the Bookbuild without further notice. There can be no certainty that the Placing will complete.

Summary:

- The Company intends to conduct a Bookbuild to raise approximately £13 million (before expenses) by way of a conditional placing of the Placing Shares at the Issue Price.
- The Placing 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 I to this Announcement.
- The net proceeds of the Placing will be used to:
 - accelerate the Company's vision of becoming the market leader in providing a full service offering to clients and claimants, particularly in personal injury ("PI") and clinical negligence ("Clin Neg"); and
 - consolidate the heavily fragmented pre-settlement professional services market by targeting acquisitions that have clear synergies in the PI and Clin Neg sectors in order to scale routes into growing assets under management ("AUM") mandates from successful claims.
- The Company has also entered into an agreement to acquire Forths, an owner managed forensic accountancy firm whose combination with the Company will create the largest independent provider of financial expert witness reports to the claimant marketplace, for a total consideration of up to £3.0 million.
- The Executive Directors intend to participate in the Placing as does North Atlantic Smaller Companies Investment Trust PLC, the Company's majority Shareholder, whose chief executive officer is Christopher Mills, a Non-Executive Director to the Company.
- An updated corporate presentation will be made available on the Company's website.

For further information please contact:

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Additional information

Expected timetable of principal events

Announcement of the Acquisition and the Bookbuild	22 July 2020
Placing Results Announcement	23 July 2020
Publication of the Circular	24 July 2020
Latest time and date for receipt of Forms of Proxy for the General Meeting*	11 a.m. on 15 August 2020
General Meeting*	11 a.m. on 17 August 2020
Admission and commencement of dealings in the Placing Shares**	8.00 a.m. on 18 August 2020

Expected date for CREST accounts to be credited in respect of the Placing Shares**	18 August 2020
Where applicable, expected date for dispatch of share certificates in respect of the Placing Shares**	1 September 2020

Notes

1. *Some of the times and dates above are indicative only and it any of the details contained in the timetable above should change, the revised times and dates will be notified to Shareholders by means of an announcement through a Regulatory Information Service.*
2. *All of the above times refer to British Summer Time unless otherwise stated*
3. *Events listed in the above timetable following the General Meeting are conditional on the passing of the Resolutions at the General Meeting and receipt of FCA Approval.*

** Assuming the Circular is posted on 24 July 2020.*

***This assumes that FCA Approval has been obtained on or before 17 August 2020. If not, the latest date upon which Admission and commencement of dealings in the Placing Shares can take place is 9 September 2020.*

Background to and Reasons for the Placing

Over the past 2 years, the Board has actively sought strategic acquisitions which would be of value to the Group. During this period, the Board has reviewed a number of targets and, due to the disciplined nature of the Board's search, none were deemed suitable.

As the Company's M&A strategy has evolved over the course of this recent period the Board has decided to focus its search solely on a consolidation in the pre-settlement professional services market for PI and Clin Neg as a route to further increase AUM instead of acquiring other independent financial advisory firms ("IFAs"). The Directors consider this to be a more effective and a less risky approach to increasing the Group's AUM and will yield higher levels of organic growth than a traditional IFA firm.

The PI and Clin Neg Market

Unfortunately, around 25,500 people are seriously injured in road traffic accidents ("RTAs") per annum with a further 1,784 people being fatally injured. Of these 25,500 RTAs per year, the Directors believe around 75% of RTAs involve a claim. This generates approximately 20,000 claimants that will require expert witness reports and, based on the expert witness work that the Company has undertaken, each case requires around 2 reports. The estimated total pay-out figure for claims pursuant to RTAs is around £2 billion with 1,475 of claims per year settled over £1 million.

In the Clin Neg market, the NHS Resolution (which manages negligence and other claims against the National Health Service) paid out £2.4 billion in negligence claims for the year ending 30 June 2019 of which £1.4 billion was damages and £1 billion was professional services fees (excluding disbursements like expert witness reports).

From 20 March 2017, the Ogden Rate (the net rate of return (discount) that a claimant might expect to receive from a reasonably prudent investment of lump sum compensation) reduced from 2.5% to -0.75% and, as a result, settlement figures grew.

As a result of these larger settlements, claimants are choosing not to receive their settlement in periodical payments but rather would receive the total settlement up front. This has led to significantly larger AUM mandates being available for tender at the end of a successful claim.

Subsequently on 5th August 2019, following lengthy consultation with the marketplace, including contribution from the Frenkel Topping Group, the Lord Chancellor amended the rate to -0.25%. The Frenkel Topping board believes the sentiment above regarding claimants' choice of settlement remains the same.

When combined, the PI and Clin Neg markets represents a total opportunity of c. £3.4 billion of AUM mandates per annum, in addition to the professional services required for such claims.

The Professional Services Market

During the litigation process of any PI or Clin Neg claim, there are in excess of 30 different expert witness reports that may be required. These include (but are not limited to) medical, financial and care and case management. In the course of preparing these expert witness reports, professional service firms develop a working relationship and rapport with claimants. The Directors believe that these relationships are key to securing the financial advisory mandate for any settlement monies paid out in the event of a successful claim and in particular those mandates that go for competitive tender.

The professional services market as a whole is highly fragmented with a considerable number of different verticals and no clear market leader in any of them. The Directors believe that the majority of these professional services firms are struggling to grow due to the longer working capital cycles of expert witness report work (i.e. firms are paid once a verdict has been reached in the claim) and that these firms could benefit from the balance sheet strength and the financial acumen of Frenkel Topping.

M&A Strategy

The Company has refocused its M&A strategy towards consolidating the professional service firms market. The Directors believe this is a more attractive opportunity given the crowded and volatile nature of the IFA market coupled with the increasing FCA scrutiny into the mis-selling of defined benefit pension schemes.

The Board believes that a roll up of professional services firms will significantly increase the touch points that the Company will have with claimants, servicing them throughout the entire timespan of a claim and enhance the Company's chances of winning the AUM mandate in the result of a successful claim all while generating revenue in the process of doing so (via expert witness report work).

As far as the Board is aware, no professional services firm in this market has a wealth management arm to benefit from the AUM opportunities that arise from these mandates and thus this future recurring revenue potential makes the valuations at which the Company can acquire these firms attractive to the Board.

Through this strategy, the Board hopes to grow the Company into the UK market leader in providing a full service offering to clients and claimants in PI and Clin Neg. The Board believes that through having the benefit of greater touch points to claimants, they can grow the AUM of the Company's discretionary fund management arm significantly on an organic basis.

Use of Proceeds

The net proceeds of the Placing will be used primarily to fund and effect the Company's refocused M&A strategy, consolidating the heavily fragmented professional services market. The Placing proceeds may also be used in part to invest in the businesses of any acquisitions made by the Company (including Forths), satisfy the deferred consideration elements of the Acquisition and, at the Company's discretion, remove Forths' debt factoring facilities to allow further cost savings. The Board will also target acquisitions that are earnings enhancing in the first full year of ownership and have clear synergies in the PI and Clin Neg markets. The proceeds of the Placing will give the Board the flexibility and speed to act decisively and the Board is in early stage discussion with a number of potential targets.

Current trading and prospects

The Company delivered a robust performance for FY2019 and this positive momentum has continued into 2020, despite the spread of COVID-19 which has presented unprecedented challenges to businesses and the world economy.

During the last six months, Frenkel Topping has enjoyed strong organic growth and delivered £75 million of new investment mandates, a 70% increase than in the comparable period last year. As a consequence, AUM is up 13% as at 30 June to £962 million (as at 30 June 2019: £851 million). Total revenues are expected to be up 9% to £4.4 million of which approximately £3.5 million was recurring revenue and more than £950,000 was generated by organic new business generation. EBITDA is expected to increase by c.16% to £1.1 million against the previous year. As at 30 June 2020, the Company had £1.7 million of net cash and marketable securities (2019: £1.4 million), reflecting the cash generative nature of the business and the Company's focus on maintaining a strong balance sheet.

Frenkel Topping is well-positioned to continue to deliver strong organic growth in the second half of the year. The Board is therefore confident that the Company is on track to meet expectations for FY2020.

Acquisition

The Company has also entered into an agreement to acquire Forths for a total consideration as follows:

- £0.5 million up front (paid for from the Company's existing cash resources) which is subject to adjustment by reference to a set of accounts to be drawn up at the Acquisition completion date, based on the actual net asset position of Forths at completion of the Acquisition as against the target net asset position agreed by the Company and the sellers of Forths prior to completion of the Acquisition. The completion accounts adjustment will be downwards only, meaning that the Company will not be required to pay additional

consideration to the Sellers, even if the actual completion net assets figure is greater than the target net assets figure.

- £0.5 million in cash on the first anniversary of completion of the Acquisition;
- £0.25 million in cash on the third anniversary of completion of the Acquisition; and
- on the third anniversary of completion of the Acquisition, the Sellers will be allotted, in aggregate, 570,000 Ordinary Shares at a price of 44 pence per share.

The Sellers may be entitled to additional consideration, depending on the performance of Forths following completion of the Acquisition.

The Sellers will be entitled to receive a multiple of 2.5 times the amount by which Forths EBITDA exceeds £350,000 for the financial year ending 31 December 2023. For example, if Forths EBITDA for the year ending 31 December 2023 is £500,000, the Sellers would receive an earn-out payment of £150,000 x 2.5 = £375,000.

50% of any earn-out payment would become due following agreement or determination of the accounts for the year ending 31 December 2023 and the other 50% of the earn out payment would become due after a further 12 months from the date of the payment of the first 50%.

The earn-out payment is capped at a maximum of £1.5 million.

On a twelve month run-rate basis Forths generated £350,000 EBITDA and for the year ended 31 January 2020 Forths had unaudited revenues of £2,159,871 and pretax profits of £173,000. As at 31 January 2020 Forths had unaudited net assets of £980,410.

The Acquisition is expected to be earnings enhancing in the first full year of ownership, and strengthens the Company's recurring revenue opportunity for securing AUM mandates.

The Placing

The Placing will be conditional (amongst other things) on: (i) the passing of resolutions to grant authority to the Directors to allot the Placing Shares for cash and to disapply statutory pre-emption rights at a General Meeting and (ii) FCA Approval having been obtained.

The Placing is subject to the satisfaction of certain conditions set out in this announcement and the appendices hereto (the "**Appendices**") (together, this "**Announcement**") and is being conducted by way of an accelerated bookbuild, which will be launched immediately following the publication of this Announcement. finnCap is acting as nominated adviser and broker to the Company in connection with the Placing.

The Company intends to publish and send a circular (the "**Circular**") to shareholders convening the General Meeting in connection with the passing of the Resolutions in order to permit the issue of the Placing Shares on or around 24 July 2020. The Circular will also be available on the Company's website: www.frenkeltoppingroup.co.uk

The Placing Agreement

Pursuant to the Placing Agreement, finnCap, as agent for the Company, has conditionally agreed to use reasonable endeavours to procure places for the Placing Shares at the Issue Price.

The Placing is conditional upon (amongst other things): (i) the Placing Agreement not having been terminated and Admission occurring on or before 8.00 a.m. on 18 August 2020 (or such later date and/or time as finnCap and the Company may agree, being no later than 5.00 p.m. on 9 September 2020); (ii) the Resolutions being passed at the General Meeting; and (iii) FCA Approval having been obtained. The application for FCA Approval has already been submitted and the Company expects to have confirmation of the approval by the date of the General Meeting. However, no guarantee can be given in respect of timing of the FCA Approval and this could delay completion of the Placing and Admission. The Company will provide an update to the status of the FCA Approval when it announces the results of the General Meeting.

The Placing Agreement contains customary warranties from the Company in favour of finnCap in relation to, inter alia, the accuracy of the information in this Announcement and other matters relating to the Group and its business. In addition, the Company has agreed to indemnify finnCap in relation to certain liabilities that they may incur in respect of the Placing.

finnCap (acting in good faith) has the right to terminate the Placing Agreement in certain circumstances prior to Admission, including (but not limited to): in the event that any of the warranties in the Placing Agreement given by the Company by reference to the circumstances prevailing from time to time cease to be true and accurate in any respect which finnCap considers to be material in the context of the Placing or in the event of a material adverse change affecting the business, financial trading position or prospects of the Company. finnCap shall also have a further right to rescind the Placing Agreement without incurring any liability to the Company, following consultation with the Company to the extent practicable, if, at any time before Admission there occurs (amongst other things) the outbreak or escalation of hostilities or acts of terrorism involving the United Kingdom or the declaration by the United Kingdom of a national emergency or war or any other occurrence of any kind which (by itself or together with any other such occurrence) in finnCap's reasonable opinion is likely to materially and adversely affect the market's position or prospects of the Group taken as a whole, including any material deterioration in, or material escalation in the response to, the Covid-19 pandemic.

The Placing Agreement also provides for the Company to pay all agreed costs, charges and expenses of, or incidental to, the Placing and Admission including all legal and other professional fees and expenses up to the specified amounts stipulated in the Placing Agreement.

Placing Shares

The Placing 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.

Application will be made to the London Stock Exchange for admission of the Placing Shares to trading on AIM ("**Admission**").

It is expected that Admission of the Placing Shares will take place at 8.00 a.m. on 18 August 2020 and that dealings in the Placing Shares on AIM will commence at the same time.

General Meeting

The General Meeting will be held at 11.00 a.m. on 17 August 2020, at which the Resolutions will be proposed for the purposes of implementing the Placing and Admission as follows:

Resolution 1 – an ordinary resolution seeking general authority for the Directors to allot and issue the Placing Shares.

Resolution 2 – a special resolution to disapply the statutory pre-emption rights in connection with the issue of the Placing Shares.

IMPORTANT INFORMATION

The release, publication or distribution of this Announcement into certain jurisdictions may be restricted by law, and any persons into whose possession this Announcement comes should therefore inform themselves about and observe any applicable restrictions or requirements. No action has been taken by the Company or finnCap that would permit possession or distribution of this Announcement in any jurisdiction where action for that purpose is required. Any failure to comply with any such restrictions or requirements may constitute a violation of the securities laws of any such jurisdiction.

This Announcement does not constitute or form part of any offer or invitation to purchase, otherwise acquire, subscribe for, sell, otherwise dispose of, issue or purchase, any security (including, without limitation, the Placing Shares). Copies of this Announcement can be downloaded from the Company's website, www.frenkeltoppinggroup.co.uk. However, the contents of the Company's website or any hyperlinks accessible from the Company's website do not form part of this Announcement and Shareholders should not rely on them.

The Placing Shares have not been, nor will they be, registered under the Securities Act and may not be offered, sold or delivered in, into or from the United States except pursuant to an exemption from, or in a transaction not

subject to, the registration requirements of the US Securities Act. Subject to certain exemptions, this Announcement does not constitute an offer of Ordinary Shares to any person with a registered address, or who is resident in, the United States. There will be no public offer in the United States. The Placing Shares will not qualify for distribution under the relevant securities laws of Australia, New Zealand, Canada, the Republic of South Africa or Japan, nor has any prospectus in relation to the Placing Shares been lodged with, or registered by, the Australian Securities and Investments Commission or the Japanese Ministry of Finance. Accordingly, subject to certain exemptions, the Placing Shares will not be offered, sold, taken up, delivered or transferred in, into or from a Restricted Jurisdiction or to or for the account or benefit of any national, resident or citizen of a Restricted Jurisdiction. This Announcement does not constitute an offer to issue or sell, or the solicitation of an offer to subscribe for or purchase, any Ordinary Shares to any person in a Restricted Jurisdiction and is not for distribution in, into or from a Restricted Jurisdiction. The Placing Shares have not been approved or disapproved by the US Securities and Exchange Commission, or any other securities commission or regulatory authority of the United States, nor have any of the foregoing authorities passed upon or endorsed the merits of the placing of the Placing Shares nor have they approved this Announcement or confirmed the accuracy or adequacy of any information contained in it. Any representation to the contrary is a criminal offence in the US.

This Announcement includes statements that are, or may be deemed to be, forward-looking statements that are based on current expectations or beliefs, as well as assumptions about future events. These forward-looking statements can be identified by the use of forward-looking terminology, including the terms “believes”, “estimates”, “plans”, “anticipates”, “targets”, “aims”, “continues”, “expects”, “intends”, “hopes”, “may”, “will”, “would”, “could” or “should” or, in each case, their negative or other variations or comparable terminology. These forward-looking statements include matters that are not facts. They appear in a number of places through this Announcement and include statements regarding the Directors’ intentions, beliefs or current expectations concerning, amongst other things, the Company’s results of operations, financial condition, liquidity, prospects, growth and strategies. By their nature, forward-looking statements contained in this Announcement based on past trends or activities should not be taken as a representation that such trends or activities will continue in the future. Subject to any requirement under the AIM Rules or other applicable legislation or regulation, neither the Company nor finnCap undertakes any obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. Undue reliance should not be placed on forward-looking statements, which speak only as of the date of this Announcement. There are several factors which could cause actual results to differ materially from those expressed or implied in forward-looking statements. Among the factors that could cause actual results to differ materially from those described in the forward-looking statements are changes in expectations and assumptions used and changes in the global, political, economic, business, competitive, market and regulatory forces, future exchange and interest rates, changes in tax rates and future business combinations or dispositions.

Where third party information has been used in this Announcement, the source of such information has been identified. The Company takes responsibility for compiling and extracting, but has not independently verified, market data provided by third parties or industry or general publications and takes no further responsibility for such data.

APPENDIX I

TERMS AND CONDITIONS OF THE PLACING

IMPORTANT INFORMATION FOR INVITED PLACEES ONLY REGARDING THE PROPOSED PLACING OF NEW ORDINARY SHARES IN THE CAPITAL OF FRENKEL TOPPING GROUP PLC (THE "**COMPANY**") (THE "**PLACING**").

MEMBERS OF THE PUBLIC ARE NOT ELIGIBLE TO TAKE PART IN THE PLACING. THIS ANNOUNCEMENT (INCLUDING THIS APPENDIX) AND THE TERMS AND CONDITIONS SET OUT HEREIN (TOGETHER, THIS "**ANNOUNCEMENT**") ARE DIRECTED ONLY AT PERSONS WHOSE ORDINARY ACTIVITIES INVOLVE THEM IN ACQUIRING, HOLDING, MANAGING AND DISPOSING OF INVESTMENTS (AS PRINCIPAL OR AGENT) FOR THE PURPOSES OF THEIR BUSINESS AND WHO HAVE PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO INVESTMENTS AND ARE: (1) IF IN THE UNITED KINGDOM OR A MEMBER STATE OF THE EUROPEAN ECONOMIC AREA ("**EEA**"), QUALIFIED INVESTORS AS DEFINED IN ARTICLE 2(E) OF REGULATION (EU) 2017/1129 (THE "**PROSPECTUS REGULATION**"); (2) IF IN THE UNITED KINGDOM, QUALIFIED INVESTORS WHO (A) FALL WITHIN ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005, AS AMENDED (THE "**ORDER**") (INVESTMENT PROFESSIONALS) OR (B) FALL WITHIN ARTICLE 49(2)(A) TO (D) (HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS, ETC.) OF THE ORDER; AND (3) OTHERWISE, PERSONS TO WHOM IT IS OTHERWISE LAWFUL TO COMMUNICATE IT TO (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS "**RELEVANT PERSONS**").

THIS ANNOUNCEMENT AND THE INFORMATION IN IT MUST NOT BE ACTED ON OR RELIED ON BY PERSONS WHO ARE NOT RELEVANT PERSONS. PERSONS DISTRIBUTING THIS ANNOUNCEMENT MUST SATISFY THEMSELVES THAT IT IS LAWFUL TO DO SO. ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THIS ANNOUNCEMENT RELATES IS AVAILABLE ONLY TO RELEVANT PERSONS AND WILL BE ENGAGED IN ONLY WITH RELEVANT PERSONS. THIS ANNOUNCEMENT DOES NOT ITSELF CONSTITUTE AN OFFER FOR SALE OR SUBSCRIPTION OF ANY SECURITIES IN THE COMPANY.

THE PLACING SHARES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**") OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR JURISDICTION OF THE UNITED STATES, AND MAY NOT BE OFFERED, SOLD OR TRANSFERRED, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES 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 PLACING SHARES ARE BEING OFFERED AND SOLD ONLY OUTSIDE THE UNITED STATES IN "**OFFSHORE TRANSACTIONS**" WITHIN THE MEANING OF, AND IN ACCORDANCE WITH, REGULATIONS UNDER THE SECURITIES ACT AND OTHERWISE IN ACCORDANCE WITH APPLICABLE LAWS. NO PUBLIC OFFERING OF THE PLACING SHARES IS BEING MADE IN THE UNITED STATES OR ELSEWHERE.

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

THIS ANNOUNCEMENT IS NOT FOR PUBLICATION OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN OR INTO THE UNITED STATES OF AMERICA. THIS ANNOUNCEMENT IS NOT AN OFFER OF SECURITIES FOR SALE OR SUBSCRIPTION INTO THE UNITED STATES. THE

SECURITIES REFERRED TO HEREIN HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE SECURITIES ACT AND MAY NOT BE OFFERED OR SOLD IN THE UNITED STATES, EXCEPT PURSUANT TO AN APPLICABLE EXEMPTION FROM REGISTRATION. NO PUBLIC OFFERING IS BEING MADE IN THE UNITED STATES.

The distribution of this Announcement and/or the Placing and/or issue of the Placing Shares in certain jurisdictions may be restricted by law. No action has been taken by the Company, finnCap Ltd (the "**Bookrunner**") or any of or any of their respective affiliates, agents directors, officers or employees ("**Representatives**") that would permit an offer of the Placing Shares or possession or distribution of this Announcement or any other offering or publicity material relating to such Placing Shares in any jurisdiction where action for that purpose is required. Persons into whose possession this Announcement comes are required by the Company and the Bookrunner to inform themselves about and to observe any such restrictions.

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

All offers of the Placing Shares in the United Kingdom or the EEA will be made pursuant to an exemption under the Prospectus Regulation from the requirement to produce a prospectus. In the United Kingdom, this Announcement is being directed solely at persons in circumstances in which section 21(1) of the Financial Services and Markets Act 2000 (as amended) (the "**FSMA**") does not require the approval of the relevant communication by an authorised person.

The Placing Shares have not been approved or disapproved by the US Securities and Exchange Commission, any state securities commission or other regulatory authority in the United States, nor have any of the foregoing authorities passed upon or endorsed the merits of the Placing or the accuracy or adequacy of this Announcement. Any representation to the contrary is a criminal offence in the United States. The relevant clearances have not been, nor will they be, obtained from the securities commission of any province or territory of Canada, no prospectus has been lodged with, or registered by, the Australian Securities and Investments Commission or the Japanese Ministry of Finance; the relevant clearances have not been, and will not be, obtained from the South Africa Reserve Bank or any other applicable body in the Republic of South Africa in relation to the Placing Shares and the Placing Shares have not been, nor will they be, registered under or offered in compliance with the securities laws of any state, province or territory of the United States, Australia, Canada, the Republic of South Africa or Japan. 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, the Republic of South Africa or Japan or any other jurisdiction outside the United Kingdom.

Persons (including, without limitation, nominees and trustees) who have a contractual right or other legal obligations to forward a copy of this Announcement should seek appropriate advice before taking any such action.

This Announcement should be read in its entirety. In particular, you should read and understand the information provided in the "Important Information" section at the start of this Announcement.

By participating in the bookbuilding process (the "**Bookbuilding Process**") and the Placing, each Placee will be deemed to have read and understood this Announcement in its entirety, to be participating, making an offer and acquiring Placing Shares on the terms and conditions contained

herein and to be providing the representations, warranties, indemnities, acknowledgements and undertakings contained in this Appendix.

EACH PLACEE SHOULD CONSULT WITH ITS OWN ADVISERS AS TO LEGAL, REGULATORY, TAX, BUSINESS AND RELATED ASPECTS OF A SUBSCRIPTION FOR THE PLACING SHARES.

In particular, each such Placee represents, warrants, undertakes, agrees and acknowledges (amongst other things) to the Bookrunner and the Company that:

- it is a Relevant Person and undertakes that it will acquire, hold, manage or dispose of any Placing Shares that are allocated to it for the purposes of its business;
- in the case of a Relevant Person in a member state of the EEA or the United Kingdom (each a "**Relevant State**") who acquires any Placing Shares pursuant to the Placing:
 - (a) it is a Qualified Investor within the meaning of Article 2(e) of the Prospectus Regulation; and
 - (b) 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:
 - (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 a Relevant State other than 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 a Relevant State other than Qualified Investors, the offer of those Placing Shares to it is not treated under the Prospectus Regulation as having been made to such persons; and
- it is acquiring the Placing Shares for its own account or is acquiring the Placing Shares for an account with respect to which it exercises sole investment discretion and has the authority to make and does make the representations, warranties, indemnities, acknowledgements, undertakings and agreements contained in this Announcement; and
- it understands (or if acting for the account of another person, such person has confirmed that such person understands) the resale and transfer restrictions set out in this Appendix; and
- except as otherwise permitted by the Company and subject to any available exemptions from applicable securities laws, it (and any account referred to in paragraph above) is outside of the United States and is acquiring the Placing Shares in offshore transactions as defined in and in accordance with Regulation S under the Securities Act; and
- the Company and the Bookrunner will rely upon the truth and accuracy of the foregoing representations, warranties, acknowledgements and agreements.

No prospectus

The Placing Shares are being offered to a limited number of specifically invited persons only and will not be offered in such a way as to require any prospectus or other offering document to be published. No prospectus or other offering document has been or will be submitted to be approved by the Financial Conduct Authority (the "**FCA**") in relation to the Placing or the Placing Shares and Placees' commitments will be made solely on the basis of the information contained in this Announcement and

any information publicly announced through a Regulatory Information Service (as defined in the AIM Rules for Companies (the "**AIM Rules**")) by or on behalf of the Company on or prior to the date of this Announcement (the "**Publicly Available Information**") and subject to any further terms set out in the contract note or electronic trade confirmation to be sent to individual Placees.

Each Placee, by participating 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 information (other than the Publicly Available Information), representation, warranty or statement made by or on behalf of the Bookrunner or the Company or any other person and none of the Bookrunner, the Company nor any other person acting on such person's behalf nor any of their respective Representatives has or shall have any liability for any Placee's decision to participate in the Placing based on any other information, representation, warranty or statement. 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. No Placee should consider any information in this Announcement to be legal, tax or business advice. Nothing in this paragraph shall exclude the liability of any person for fraudulent misrepresentation.

Details of the Placing Agreement and the Placing Shares

The Bookrunner has today entered into a placing agreement (the "**Placing Agreement**") with the Company under which, on the terms and subject to the conditions set out in the Placing Agreement, the Bookrunner, as agent for and on behalf of the Company, has agreed to use its reasonable endeavours to procure Placees for the Placing Shares. The Placing is not being underwritten.

The Placing Shares will, when issued, be subject to the memorandum and articles of association of the Company be credited as fully paid and will rank *pari passu* in all respects with the existing issued ordinary shares of 0.5 pence each ("**Ordinary Shares**") in the capital of the Company, including the right to receive all dividends and other distributions declared, made or paid in respect of such Ordinary Shares after the date of issue of the Placing Shares.

Lock-up

As part of the Placing, the Company has agreed that, for a period of six months following Admission, it will not without the prior consent of the Bookrunner (such consent not to be unreasonably withheld or delayed) issue any shares or options to subscribe for any shares (other than options granted pursuant to any employee share schemes adopted by the Company) or securities convertible or exchangeable into shares or enter into any agreement or undertaking to do so.

Application for admission to trading

Application will be made to the London Stock Exchange for admission of the Placing Shares to trading on AIM.

It is expected that Admission will take place on or before 8.00 a.m. on 18 August 2020 and that dealings in the Placing Shares on AIM will commence at the same time.

The Bookbuilding Process

The Bookrunner will commence the Bookbuilding Process to determine demand for participation in the Placing by Placees immediately following the publication of this Announcement. 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 Bookbuilding Process as they may, in their sole discretion, determine.

Principal terms of the Bookbuilding Process and Placing

4. The Bookrunner is acting as agent for and on behalf of the Company for the purposes of the Placing.
 - Participation in the Placing will only be available to persons who may lawfully be, and are, invited by the Bookrunner to participate. The Bookrunner and any of its affiliates are entitled to enter bids in the Bookbuilding Process.
 - The price per Placing Share (the "**Placing Price**") is fixed at 40 pence and is payable to the Bookrunner (as agent for the Company) by all Placees whose bids are successful. The number of Placing Shares will be agreed between the Bookrunner and the Company following completion of the Bookbuilding Process. The number of Placing Shares will be announced by the Company (the "**Placing Results Announcement**") following the completion of the Bookbuilding Process and the entry into the Placing Agreement by the Company and the Bookrunner.
 - To bid in the Bookbuilding Process, Placees should communicate their bid by telephone or email to their usual sales contact at the Bookrunner. Each bid should state the number of Ordinary Shares which a Placee wishes to acquire at the Placing Price. Bids may be scaled down by the Bookrunner on the basis referred to in paragraph below. The Bookrunner is arranging the Placing as agent of the Company.
 - The Bookbuilding Process is expected to close no later than 5.00 p.m. on 23 July 2020 but may be closed earlier or later subject to the agreement of the Bookrunner and the Company. The Bookrunner may, in agreement with the Company, accept bids that are received after the Bookbuilding Process has closed. The Company reserves the right (upon agreement of the Bookrunner) to reduce or seek to increase the amount to be raised pursuant to the Placing, in its discretion.
 - Each Placee's allocation will be determined by the Bookrunner in its discretion following consultation with the Company and will be confirmed to Placees either orally or by email by the Bookrunner. The Bookrunner may choose to accept bids, either in whole or in part, on the basis of allocations determined at its absolute discretion, in consultation with the Company, and may scale down any bids for this purpose on the basis referred to in paragraph below.
 - The Company will release the Placing Results Announcement following the close of the Bookbuilding Process detailing the aggregate number of the Placing Shares to be issued.
 - Each Placee's allocation and commitment will be evidenced by a contract note or electronic trade confirmation issued to such Placee by the Bookrunner. The terms of this Appendix will be deemed incorporated in that contract note or electronic trade confirmation.
 - Subject to paragraphs , and above, the Bookrunner may choose to accept bids, either in whole or in part, on the basis of allocations determined at its discretion and may scale down any bids for this purpose on such basis as it may determine or be directed. The Bookrunner may also, notwithstanding paragraphs , and above, subject to the prior consent of the Company:
 - (a) allocate Placing Shares after the time of any initial allocation to any person submitting a bid after that time; and

- (b) allocate Placing Shares after the Bookbuilding Process has closed to any person submitting a bid after that time.
10. Each Placee's allocation and commitment to acquire Placing Shares will be made on the terms and subject to the conditions in 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 after the time at which it is submitted. Each Placee will have an immediate, separate, irrevocable and binding obligation, owed to the Bookrunner (as agent for the Company), to pay to it (or as it may direct) in cleared funds an amount equal to the product of the Placing Price and the number of Placing Shares such Placee has agreed to acquire and the Company has agreed to allot and issue to that Placee.
11. 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.
12. Irrespective of the time at which a Placee's allocation(s) pursuant to the Placing is/are confirmed, settlement for all Placing Shares to be acquired pursuant to the Placing will be required to be made at the same time, on the basis explained below under "*Registration and Settlement*".
13. All obligations under the Bookbuilding Process and Placing will be subject to fulfilment of the conditions referred to below under "*Conditions of the Placing*" and to the Placing not being terminated on the basis referred to below under "*Termination of the Placing*".
14. By participating in the Bookbuilding Process, each Placee will agree 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 applicable FCA rules, neither:
- (a) the Bookrunner;
- (b) any of its affiliates, agents, directors, officers, consultants, partners or employees; nor
- (c) to the extent not contained within (a) or (b), any person connected with the Bookrunner as defined in the FSMA ((b) and (c) being together "**affiliates**" and individually an "**affiliate**" of the Bookrunner);

shall have any liability (including to the extent permissible by law, any fiduciary duties) to Placees or to any other person whether acting on behalf of a Placee or otherwise. In particular, neither the Bookrunner nor any of its affiliates shall have any liability (including, to the extent permissible by law, any fiduciary duties) in respect of the Bookrunner's conduct of the Bookbuilding Process or of such alternative method of effecting the Placing as the Bookrunner and the Company may agree.

Registration and Settlement

If Placees are allocated any Placing Shares in the Placing they will be sent a contract note or electronic trade confirmation which will confirm the number of Placing Shares allocated to them, the Placing Price and the aggregate amount owed by them to the Bookrunner.

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 either the standing CREST or certificated settlement instructions which they have in place with the Bookrunner.

Settlement of transactions in the Placing Shares (ISIN: GB00B01YXQ71) following Admission will take place within the CREST system, subject to certain exceptions. Settlement through CREST will be on a T+3 basis unless otherwise notified by the Bookrunner and is expected to occur on 18 August 2020 (the "**Settlement Date**") in accordance with the contract notes or electronic trade confirmations. Settlement will be on a delivery versus payment basis. However, in the event of any difficulties or delays in the admission of the Placing Shares to CREST or the use of CREST in relation to the Placing, the Company and the Bookrunner may agree that the Placing Shares should be issued in certificated form. The Bookrunner reserves the right to require settlement for the Placing Shares, and to deliver the Placing Shares to Placees, by such other means as it deems necessary if delivery or settlement to Placees is not practicable within the CREST system or would not be consistent with regulatory requirements in the jurisdiction in which a Placee is located.

Interest is chargeable daily on payments not received from Placees on the due date in accordance with the arrangements set out above, in respect of either CREST or certificated deliveries, at the rate of 2 percentage points above the prevailing LIBOR 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 their behalf and retain from the proceeds, for the Bookrunner's own account and benefit, an amount equal to the aggregate amount owed by the Placee plus any interest due. The relevant Placee will, however, remain liable for any shortfall below the Placing Price and for any stamp duty or stamp duty reserve tax (together with any interest or penalties) imposed in any jurisdiction which may arise upon the sale of such Placing Shares on its behalf. By communicating a bid for Placing Shares, such Placee confers on the Bookrunner all such authorities and powers necessary to carry out such sale and agrees to ratify and confirm all actions which the Bookrunner lawfully takes in pursuance of such sale.

If Placing Shares are to be delivered to a custodian or settlement agent, Placees must ensure that, upon receipt, the conditional contract note or the electronic trade confirmation is copied and delivered immediately to the relevant person within that organisation. Insofar as Placing Shares are registered in a Placee's name or that of its nominee or in the name of any person for whom a Placee is contracting as agent or that of a nominee for such person, such Placing Shares should, subject as provided below, be so registered free from any liability to United Kingdom stamp duty or stamp duty reserve tax. If there are any circumstances in which any United Kingdom stamp duty or stamp duty reserve tax or other similar taxes or duties (including any interest and penalties relating thereto) is payable in respect of the allocation, allotment, issue, sale, transfer or delivery of the Placing Shares (or, for the avoidance of doubt, if any stamp duty or stamp duty reserve tax is payable in connection with any subsequent transfer or agreement to transfer Placing Shares), the Company shall not be responsible for payment thereof. Placees will not be entitled to receive any fee or commission in connection with the Placing.

Conditions of the Placing

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

The obligations of the Bookrunner under the Placing Agreement are, and the Placing is, conditional upon, *inter alia*:

- (a) the resolutions to be proposed at the general meeting of the shareholders of the Company to be held at 11.00 a.m. on 17 August 2020 (or at any adjournment thereof) having been duly passed;

- (b) none of the representations, warranties and undertakings on the part of the Company contained in the Placing Agreement or the other Placing Documents (as defined in the Placing Agreement) being untrue, inaccurate or misleading at the applicable time (being 5.00 p.m. on the date on which the Placing Results Agreement (as defined in the Placing Agreement) is signed or such other time as is notified to the Company by the Bookrunner or Admission, by reference to the facts and circumstances then subsisting;
- (c) the Company complying with its obligations under the Placing Agreement to the extent that they fall to be performed on or before Admission;
- (d) the Company and the Bookrunner agreeing the final number of Placing Shares and executing the Placing Results Agreement no later than 5.00 p.m. 23 July 2020 (or such later time and/or date as the Bookrunner may agree with the Company);
- (e) the FCA approving the notification of North Atlantic Smaller Companies Investment Trust Plc ("**North Atlantic**") to the FCA pursuant to section 178 of FSMA for North Atlantic to be a controller of Frenkel Topping Limited resulting from the subscription of Placing Shares;
- (f) the Company having allotted, subject only to Admission, the Placing Shares in accordance with the Placing Agreement; and
- (g) Admission having become effective at or before 8.00 a.m. on 18 August 2020 or such later time as the Bookrunner may agree with the Company, being not later than 5.00 p.m. on 9 September 2020,

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

If any of the conditions are not fulfilled or, where permitted, waived by the Bookrunner in accordance with the Placing Agreement within the stated time periods (or such later time and/or date as the Company and the Bookrunner may agree), or the Placing Agreement is terminated in accordance with its terms, the Placing will lapse and the Placee's rights and obligations shall cease and terminate at such time and each Placee agrees that no claim can be made by or on behalf of the Placee (or any person on whose behalf the Placee is acting) in respect thereof.

By participating in the Bookbuilding Process, each Placee agrees that its rights and obligations cease and terminate only in the circumstances described above and under "*Termination of the Placing*" below and will not be capable of rescission or termination by it.

The Bookrunner may, in its absolute discretion and upon such terms as it thinks fit, waive fulfilment of all or any of the conditions in whole or in part, or extend the time provided for fulfilment of one or more conditions, save that certain conditions including the condition relating to Admission referred to in paragraph 0 above may not be waived. Any such extension or waiver will not affect Placees' commitments as set out in this Appendix.

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

Neither the Bookrunner nor any of its affiliates nor the Company 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 any of them 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 any of them 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.

Termination of the Placing

The Bookrunner may, in its absolute discretion, by notice to the Company, terminate the Placing Agreement at any time up to Admission if, *inter alia*:

- (a) there has, in opinion of the Bookrunner (acting reasonably), been a breach of the warranties given to it which is material in the context of the Placing;
- (b) there has, in the opinion of the Bookrunner (acting reasonably), been a material adverse change affecting the Company or its subsidiaries;
- (c) any statement contained in this Announcement, the Placing Results Announcement or any other document or announcement issued or published by or on behalf of the Company in connection with the Placing is or has become or has been discovered to be untrue or inaccurate or misleading in any respect which the Bookrunner considers (acting reasonably) to be material in the context of the Placing; or
- (d) in the opinion of the Bookrunner, there has been a force majeure event.

If the Placing Agreement is terminated in accordance with its terms, the rights and obligations of each Placee in respect of the Placing as described in this Announcement shall cease and terminate at such time and no claim can be made by any Placee in respect thereof.

By participating in the Bookbuilding Process, each Placee agrees with the Company and the Bookrunner that the exercise by the Company or the Bookrunner of any right of termination or any other right or other discretion under the Placing Agreement shall be within the absolute discretion of the Company or the Bookrunner or for agreement between the Company and the Bookrunner (as the case may be) and that neither the Company nor the Bookrunner need make any reference to such Placee and that none of the Company, the Bookrunner nor any of their respective Representatives shall have any liability to such Placee (or to any other person whether acting on behalf of a Placee or otherwise) whatsoever in connection with any such exercise. Each Placee further agrees that they will have no rights against the Bookrunner, the Company or any of their respective directors or employees under the Placing Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999 (as amended).

By participating in the Placing, each Placee agrees that its rights and obligations terminate only in the circumstances described above and under the "*Conditions of the Placing*" section above and will not be capable of rescission or termination by it after the issue by the Bookrunner of a contract note or electronic trade confirmation confirming each Placee's allocation and commitment in the Placing.

Representations, warranties and further terms

By submitting a bid in the Bookbuilding Process, each Placee (and any person acting on such Placee's behalf) irrevocably confirms, represents, warrants, acknowledges and agrees (for itself and for any such prospective Placee) with the Company and the Bookrunner (in its capacity as bookrunner and placing agent of the Company in respect of the Placing) that (save where the Bookrunner expressly agrees in writing to the contrary):

1. it has read and understood this Announcement in its entirety and that its acquisition of the Placing Shares is subject to and based upon all the terms, conditions, representations, warranties, indemnities, acknowledgements, agreements and undertakings and other information contained herein and that it has not relied on, and will not rely on, any information given or any representations, warranties or statements made at any time by any person in connection with Admission, the Placing, the Company, the Placing Shares or otherwise, other than the information contained in this Announcement and the Publicly Available Information;

2. it has not received and will not receive a prospectus or other offering document in connection with the Placing and acknowledges that no prospectus or other offering document:
 - (a) is required under the Prospectus Regulation or other applicable law; and
 - (b) has been or will be prepared in connection with the Placing;
3. the Ordinary Shares are admitted to trading on AIM, and that the Company is therefore required to publish certain business and financial information in accordance with the AIM Rules for the Companies (the "**AIM Rules**") and the Market Abuse Regulation (EU Regulation No. 596/2014 (the "**MAR**")), which includes a description of the nature of the Company's business and the Company's most recent balance sheet and profit and loss account and that it is able to obtain or access such information without undue difficulty, and is able to obtain access to such information or comparable information concerning any other publicly traded company, without undue difficulty;
4. 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 neither the Bookrunner nor the Company nor any of their respective Representatives nor any person acting on behalf of any of them has provided, and will not provide, it with any material regarding the Placing Shares or the Company or any other person other than the information in this Announcement or the Publicly Available Information; nor has it requested the Bookrunner, the Company, any of their respective Representatives or any person acting on behalf of any of them to provide it with any such information;
5. neither the Bookrunner nor any person acting on behalf of it nor any of its Representatives has or shall have any liability for any Publicly Available Information, or any representation relating to the Company, provided that nothing in this paragraph 5 excludes the liability of any person for fraudulent misrepresentation made by that person;
6.
 - (a) the only information on which it is entitled to rely on and on which it has relied in committing to acquire 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 the information in this Announcement and the Publicly Available Information;
 - (b) neither the Bookrunner, nor the Company (nor any of their respective Representatives) have 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, nor will it provide any material or information regarding the Company, the Placing or the Placing Shares;
 - (c) it has conducted its own investigation of the Company, the Placing (including its terms and conditions) and the Placing Shares, satisfied itself that the information is still current and relied on that investigation for the purposes of its decision to participate in the Placing; and

- (d) it has not relied on any investigation that the Bookrunner or any person acting on its behalf may have conducted with respect to the Company, the Placing or the Placing Shares;
- 7. the content of this Announcement and the Publicly Available Information has been prepared by and is exclusively the responsibility of the Company and that neither the Bookrunner nor any persons acting on its behalf is responsible for or has or shall have any liability for any information, representation, warranty or statement relating to the Company contained in this Announcement or the Publicly Available Information nor will they be liable for any Placee's decision to participate in the Placing based on any information, representation, warranty or statement contained in this Announcement, the Publicly Available Information or otherwise. Nothing in this Appendix shall exclude any liability of any person for fraudulent misrepresentation;
- 8. neither it nor the beneficial owner of the Placing Shares is, nor will, at the time the Placing Shares are acquired, either of them be at resident of the United States, Australia, Canada, the Republic of South Africa or Japan;
- 9. the Placing Shares have not been registered or otherwise qualified, and will not be registered or otherwise qualified, for offer and sale nor will a prospectus be cleared or approved in respect of any of the Placing Shares under the securities laws of the United States, or any state or other jurisdiction of the United States, Australia, Canada, the Republic of South Africa or Japan and, subject to certain exceptions, may not be offered, sold, taken up, renounced or delivered or transferred, directly or indirectly, within the United States, Australia, Canada, the Republic of South Africa or Japan or in any country or jurisdiction where any such action for that purpose is required;
- 10. it may be asked to disclose in writing or orally to the Bookrunner: (i) if he or she is an individual, his or her nationality; or (ii) if he or she is a discretionary fund manager, the jurisdiction in which the funds are managed or owned;
- 11. it has the funds available to pay for the Placing Shares for which it has agreed to acquire and acknowledges and agrees that it will pay the total subscription amount in accordance with the terms of this Announcement on the due time and date set out herein, failing which the relevant Placing Shares may be placed with other Placees or sold at such price as the Bookrunner determines;
- 12. it and/or each person on whose behalf it is participating:
 - (a) is entitled to acquire Placing Shares pursuant to the Placing under the laws and regulations of all relevant jurisdictions;
 - (b) has fully observed such laws and regulations;
 - (c) has capacity and authority and is entitled to enter into and perform its obligations as an acquirer of Placing Shares and will honour such obligations; and
 - (d) has obtained all necessary consents and authorities (including, without limitation, in the case of a person acting on behalf of a Placee, all necessary consents and authorities to agree to the terms set out or referred to in this Appendix) under those laws or otherwise and complied with all necessary formalities to enable it to enter into the transactions contemplated hereby and to perform its obligations in relation thereto and, in particular, if it is a pension fund or investment company it is aware of and

acknowledges it is required to comply with all applicable laws and regulations with respect to its acquisition of Placing Shares;

13. it is not, and any person who it is acting on behalf of is not, and at the time the Placing Shares are acquired will not be, a resident of, or with an address in, or subject to the laws of, the United States, Australia, Canada, the Republic of South Africa or Japan, and it acknowledges and agrees that the Placing Shares have not been and will not be registered or otherwise qualified under the securities legislation of the United States, Australia, Canada, the Republic of South Africa or Japan and may not be offered, sold, or acquired, directly or indirectly, within those jurisdictions;
14. it and the beneficial owner of the Placing Shares is, and at the time the Placing Shares are acquired will be, outside the United States and acquiring the Placing Shares in an "offshore transaction" as defined in, and in accordance with, Regulation S under the Securities Act;
15. it understands that the Placing Shares have not been, and will not be, registered under the Securities Act and may not be offered, sold or resold in or into or from the United States except pursuant to an effective registration under the Securities Act, or pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act and in accordance with applicable state securities laws; and no representation is being made as to the availability of any exemption under the Securities Act for the reoffer, resale, pledge or transfer of the Placing Shares;
16. it (and any account for which it is purchasing) is not acquiring the Placing Shares with a view to any offer, sale or distribution thereof within the meaning of the Securities Act;
17. it understands that:
 - (a) the Placing Shares are "restricted securities" within the meaning of Rule 144(a)(3) of the Securities Act and will be subject to restrictions on resale and transfer subject to certain exceptions under US law;
 - (b) no representation is made as to the availability of the exemption provided by Rule 144 of the Securities Act for resales or transfers of Placing Shares; and
 - (c) it will not deposit the Placing Shares in an unrestricted depositary receipt programme in the United States or for US persons (as defined in the Securities Act);
18. it will not offer, sell, transfer, pledge or otherwise dispose of any Placing Shares except:
 - (a) in an offshore transaction in accordance with Rules 903 or 904 of Regulation S under the Securities Act; or
 - (b) pursuant to another exemption from registration under the Securities Act, if available,and in each case in accordance with all applicable securities laws of the states of the United States and other jurisdictions;
19. no representation has been made as to the availability of the exemption provided by Rule 144, Rule 144A or any other exemption under the Securities Act for the reoffer, resale, pledge or transfer of the Placing Shares;
20. it understands that the Placing Shares are expected to be issued to it through CREST but may be issued to it in certificated, definitive form and acknowledges and agrees that the Placing

Shares may, to the extent they are delivered in certificated form, bear a legend to the following effect unless agreed otherwise with the Company:

"THESE SECURITIES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR UNDER THE APPLICABLE SECURITIES LAWS OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES, AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (A) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (B) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT OR (C) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND, IN EACH CASE, IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE SECURITIES MAY NOT BE DEPOSITED INTO ANY UNRESTRICTED DEPOSITARY RECEIPT FACILITY IN RESPECT OF THE COMPANY'S SECURITIES ESTABLISHED OR MAINTAINED BY A DEPOSITARY BANK. EACH HOLDER, BY ITS ACCEPTANCE OF THESE SHARES, REPRESENTS THAT IT UNDERSTANDS AND AGREES TO THE FOREGOING RESTRICTIONS.";

21. it is not taking up the Placing Shares as a result of any "general solicitation" or "general advertising" efforts (as those terms are defined in Regulation D under the Securities Act) or any "directed selling efforts" (as such term is defined in Regulation S under the Securities Act);
22. it understands that there may be certain consequences under United States and other tax laws resulting from an investment in the Placing and it has made such investigation and has consulted its own independent advisers or otherwise has satisfied itself concerning, without limitation, the effects of United States federal, state and local income tax laws and foreign tax laws generally;
23. it understands that the Company has not undertaken to determine whether it will be treated as a passive foreign investment company ("**PFIC**") for US federal income tax purposes for the current year, or whether it is likely to be so treated for future years and neither the Company nor the Bookrunner makes any representation or warranty with respect to the same. Accordingly, neither the Company nor the Bookrunner can provide any advice to US investors as to whether the Company is or is not a PFIC for the current tax year, or whether it will be in future tax years. Accordingly, neither the Company nor the Bookrunner undertakes to provide to US investors or shareholders any information necessary or desirable to facilitate their filing of annual information returns, and US investors and shareholders should not assume that this information will be made available to them;
24. it will not distribute, forward, transfer or otherwise transmit this Announcement or any part of it, or any other presentational or other materials concerning the Placing in or into or from the United States (including electronic copies thereof) to any person, and it has not distributed, forwarded, transferred or otherwise transmitted any such materials to any person;
25. none of the Bookrunner, the Company nor any of their respective Representatives nor any person acting on behalf of any of them is making any recommendations to it or advising it regarding the suitability of any transactions it may enter into in connection with the Placing and that participation in the Placing is on the basis that it is not and will not be a client of the Bookrunner and that the Bookrunner has no duties or responsibilities to it for providing the protections afforded to its clients or for providing advice in relation to the Placing nor in respect of any representations, warranties, undertakings or indemnities contained in the Placing

Agreement nor for the exercise or performance of any of its rights and obligations thereunder including any rights to waive or vary any conditions or exercise any termination right;

26. it will make payment to the Bookrunner for the Placing Shares allocated to it in accordance with the terms and conditions of this Announcement on the due times and dates set out in this Announcement, failing which the relevant Placing Shares may be placed with others on such terms as the Bookrunner determines in its absolute discretion without liability to the Placee and it will remain liable for any shortfall below the net proceeds of such sale and the placing proceeds of such Placing Shares and may be required to bear any stamp duty or stamp duty reserve tax (together with any interest or penalties due pursuant to the terms set out or referred to in this Announcement) which may arise upon the sale of such Placee's Placing Shares on its behalf;
27. its allocation (if any) of Placing Shares will represent a maximum number of Placing Shares which it will be entitled, and required, to subscribe for, and that the Company may call upon it to subscribe for a lower number of Placing Shares (if any), but in no event in aggregate more than the aforementioned maximum;
28. no action has been or will be taken by any of the Company, the Bookrunner or any person acting on behalf of the Company or the Bookrunner that would, or is intended to, permit a public offer of the Placing Shares in the United States or in any country or jurisdiction where any such action for that purpose is required;
29. the person who it specifies for registration as holder of the Placing Shares will be:
 - (a) the Placee; or
 - (b) a nominee of the Placee, as the case may be,and that the Bookrunner and the Company will not be responsible for any liability to stamp duty or stamp duty reserve tax resulting from a failure to observe this requirement. Each Placee and any person acting on behalf of such Placee agrees to acquire Placing Shares pursuant to the Placing and agrees to indemnify the Company and the Bookrunner in respect of the same on the basis that the Placing Shares will be allotted to a CREST stock account of the Bookrunner or transferred to a CREST stock account of the Bookrunner who will hold them as nominee on behalf of the Placee until settlement in accordance with its standing settlement instructions with it;
30. the allocation, allotment, issue and delivery to it, or the person specified by it for registration as holder, of Placing Shares will not give rise to a stamp duty or stamp duty reserve tax liability under (or at a rate determined under) any of sections 67, 70, 93 or 96 of the Finance Act 1986 (depository receipts and clearance services) and that it is not participating in the Placing as nominee or agent for any person or persons to whom the allocation, allotment, issue or delivery of Placing Shares would give rise to such a liability;
31. if it is within the United Kingdom, it and any person acting on its behalf (if within the United Kingdom) falls within Article 19(5) and/or 49(2) of the Order and undertakes that it will acquire, hold, manage and (if applicable) dispose of any Placing Shares that are allocated to it for the purposes of its business only;
32. it has not offered or sold and will not offer or sell any Placing Shares to persons in a Relevant State prior to the expiry of a period of six months from Admission except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their business or otherwise in circumstances which

have not resulted and which will not result in an offer to the public in the United Kingdom within the meaning of section 85(1) of the FSMA or an offer to the public in any member state of the EEA within the meaning of the Prospectus Regulation;

33. if it is within a Relevant State, it is a Qualified Investor as defined in Article 2(e) of the Prospectus Regulation;
34. it has only communicated or caused to be communicated and it will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) relating to Placing Shares in circumstances in which section 21(1) of the FSMA does not require approval of the communication by an authorised person and it acknowledges and agrees that this Announcement has not been approved by the Bookrunner in its capacity as an authorised person under section 21 of the FSMA and it may not therefore be subject to the controls which would apply if it was made or approved as financial promotion by an authorised person;
35. it has complied and it will comply with all applicable laws with respect to anything done by it or on its behalf in relation to the Placing Shares (including all relevant provisions of the FSMA and the MAR in respect of anything done in, from or otherwise involving the United Kingdom);
36. if it is a financial intermediary, as that term is used in Article 5(1) of the Prospectus Regulation, the Placing Shares acquired by it in the Placing will not be acquired on a non-discretionary basis on behalf of, nor will they be acquired with a view to their offer or resale to, persons in a Relevant State other than Qualified Investors, or in circumstances in which the express prior written consent of the Bookrunner has been given to each proposed offer or resale;
37. if it has received any inside information (for the purposes of the MAR and section 56 of the Criminal Justice Act 1993 or other applicable law) about the Company in advance of the Placing, it has not:
 - (a) dealt (or attempted to deal) in the securities of the Company or cancelled or amended a dealing in the securities of the Company;
 - (b) encouraged, recommended or induced another person to deal in the securities of the Company or to cancel or amend an order concerning the Company's securities; or
 - (c) unlawfully disclosed such information to any person, prior to the information being made publicly available;
38. the Bookrunner and its affiliates, acting as an investor for its or their own account(s), may bid or subscribe for and/or purchase Placing Shares and, in that capacity, may retain, purchase, offer to sell or otherwise deal for its or their own account(s) in the Placing Shares, any other securities of the Company or other related investments in connection with the Placing or otherwise. Accordingly, references in this Announcement to the Placing Shares being offered, subscribed, acquired or otherwise dealt with should be read as including any offer to, or subscription, acquisition or dealing by, the Bookrunner and/or any of its affiliates acting as an investor for its or their own account(s). Neither the Bookrunner nor the Company intend to disclose the extent of any such investment or transaction otherwise than in accordance with any legal or regulatory obligation to do so;
39. it:

- (a) has complied with its obligations in connection with money laundering and terrorist financing under the Proceeds of Crime Act 2002 (as amended), the Terrorism Act 2000 (as amended), the Terrorism Act 2006, the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as amended) and all related or similar rules, regulations or guidelines, issued, administered or enforced by any government agency having jurisdiction in respect thereof and the Money Laundering Sourcebook of the FCA (together, the "**Money Laundering Regulations**");
- (b) is not a person:
- (i) with whom transactions are prohibited under the US 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;
 - (ii) named on the Consolidated List of Financial Sanctions Targets maintained by HM Treasury of the United Kingdom; or
 - (iii) subject to financial sanctions imposed pursuant to a regulation of the European Union or a regulation adopted by the United Nations or other applicable law,

(together with the Money Laundering Regulations, 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 it may request from it in connection with the Placing (for the purpose of complying with the 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 acquired by it or at its direction pursuant to the Placing being reduced to such number, or to nil, as the Bookrunner may decide at its sole discretion;

40. in order to ensure compliance with the Regulations, the Bookrunner(for itself and as agent on behalf of the Company) or the Company's registrars may, in their absolute discretion, require verification of its identity. Pending the provision to the Bookrunner or the Company's registrars, as applicable, of evidence of identity, definitive certificates in respect of the Placing Shares may be retained at the Bookrunner's absolute discretion or, where appropriate, delivery of the Placing Shares to it in uncertificated form may be delayed at the Bookrunner's or the Company's registrars', as the case may be, absolute discretion. If within a reasonable time after a request for verification of identity the Bookrunner (for itself and as agent on behalf of the Company) or the Company's registrars have not received evidence satisfactory to them, either the Bookrunner and/or the Company may, at its absolute discretion, terminate its commitment in respect of the Placing, in which event the monies payable on acceptance of allotment will, if already paid, be returned without interest to the account of the drawee's bank from which they were originally debited;
41. it acknowledges that its commitment to acquire Placing Shares on the terms set out in this Announcement and in the contract note or through the electronic trade confirmation will continue notwithstanding any amendment that may in future be made to the terms and

conditions of the Placing and that Placees will have no right to be consulted or require that their consent be obtained with respect to the Company's or the Bookrunner's conduct of the Placing;

42. it has knowledge and experience in financial, business and international investment matters as is required to evaluate the merits and risks of acquiring the Placing Shares. It further acknowledges that it is experienced in investing in securities of this nature and is aware that it may be required to bear, and is able to bear, the economic risk of, and is able to sustain, a complete loss in connection with the Placing. It has relied upon its own examination and due diligence of the Company and its affiliates taken as a whole, and the terms of the Placing, including the merits and risks involved;
43. it irrevocably appoints any duly authorised officer of the Bookrunner as its agent for the purpose of executing and delivering to the Company and/or its registrars any documents on its behalf necessary to enable it to be registered as the holder of any of the Placing Shares for which it agrees to acquire upon the terms of this Announcement;
44. the Company, the Bookrunner and others (including each of their respective Representatives) will rely upon the truth and accuracy of the foregoing representations, warranties, acknowledgements and agreements, which are given to the Bookrunner on its own behalf and on behalf of the Company and are irrevocable;
45. it is acting as principal only in respect of the Placing or, if it is acquiring the Placing Shares as a fiduciary or agent for one or more investor accounts, it:
 - (a) is duly authorised to do so and it has full power and authority to make, and does make, the foregoing representations, warranties, acknowledgements, agreements and undertakings on behalf of each such accounts; and
 - (b) will remain liable to the Company and the Bookrunner for the performance of all its obligations as a Placee in respect of the Placing (regardless of the fact that it is acting for another person);
46. time is of the essence as regards its obligations under this Appendix;
47. any document that is to be sent to it in connection with the Placing will be sent at its risk and may be sent to it at any address provided by it to the Bookrunner;
48. the Placing Shares will be issued subject to the terms and conditions of this Appendix; and
49. the terms and conditions contained in this Appendix and all documents into which this Appendix is incorporated by reference or otherwise validly forms a part and/or any agreements entered into pursuant to these terms and conditions and all agreements to acquire Placing Shares pursuant to the Bookbuilding Process and/or the Placing and all non-contractual or other obligations arising out of or in connection with them, will be governed by and construed in accordance with English law and it submits to the exclusive jurisdiction of the English courts in relation to any claim, dispute or matter arising out of such contract (including any dispute regarding the existence, validity or termination or such contract or relating to any non-contractual or other obligation arising out of or in connection with such contract), except that enforcement proceedings in respect of the obligation to make payment for the Placing Shares (together with 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 any of its securities have a quotation on a recognised stock exchange.

By participating in the Placing, each Placee (and any person acting on such Placee's behalf) agrees to indemnify and hold the Company, the Bookrunner and each of their respective Representatives 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 given by the Placee (and any person acting on such Placee's behalf) in this Appendix or incurred by the Bookrunner, the Company or each of their respective Representatives arising from the performance of the Placee's obligations as set out in this Announcement, and further agrees that the provisions of this Appendix shall survive after the completion of the Placing.

The rights and remedies of the Bookrunner and the Company under these terms and conditions are in addition to any rights and remedies which would otherwise be available to each of them and the exercise or partial exercise of one will not prevent the exercise of others.

The agreement to allot and issue Placing Shares to Placees (or the persons for whom Placees are contracting as agent) free of stamp duty and stamp duty reserve tax in the United Kingdom relates only to their allotment and issue to Placees, or such persons as they nominate as their agents, direct by the Company. Such agreement assumes that the Placing Shares are not being acquired 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 related to any other dealings in the Placing Shares, stamp duty or stamp duty reserve tax may be payable. In that event, the Placee agrees that it shall be responsible for such stamp duty or stamp duty reserve tax and neither the Company nor the Bookrunner shall be responsible for such stamp duty or stamp duty reserve tax. If this is the case, each Placee should seek its own advice and they should notify the Bookrunner accordingly. In addition, Placees should note that they will be liable for any capital duty, stamp duty and all other stamp, issue, securities, transfer, registration, documentary or other duties or taxes (including any interest, fines or penalties relating thereto) payable outside the United Kingdom by them or any other person on the acquisition by them of any Placing Shares or the agreement by them to acquire any Placing Shares and each Placee, or the Placee's nominee, in respect 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 non-United Kingdom stamp, registration, documentary, transfer or similar taxes or duties undertakes to pay such taxes and duties, including any interest and penalties (if applicable), forthwith and to indemnify on an after-tax basis and to hold harmless the Company and the Bookrunner in the event that either the Company and/or the Bookrunner have incurred any such liability to such taxes or duties.

The representations, warranties, acknowledgements and undertakings contained in this Appendix are given to the Bookrunner for itself and on behalf of the Company and are irrevocable.

The Bookrunner is authorised and regulated by the FCA in the United Kingdom and is acting exclusively for the Company and no one else in connection with the Bookbuilding Process and the Placing, and the Bookrunner will not be responsible to anyone (including any Placees) other than the Company for providing the protections afforded to its clients or for providing advice in relation to the Bookbuilding Process or the Placing or any other matters referred to in this Announcement.

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

Each Placee and any person acting on behalf of the Placee acknowledges and agrees that the Bookrunner may (at its absolute discretion) satisfy its obligations to procure Placees by itself agreeing to become a Placee in respect of some or all of the Placing Shares or by nominating any connected or associated person to do so.

When a Placee or any person acting on behalf of the Placee is dealing with the Bookrunner, any money held in an account with the Bookrunner on behalf of the Placee and/or any person acting on behalf of the Placee will not be treated as client money within the meaning of the relevant rules and regulations of the FCA made under the FSMA. Each Placee acknowledges that the money will not be subject to the protections conferred by the client money rules: as a consequence this money will not be segregated from the Bookrunner's money in accordance with the client money rules and will be held by it under a banking relationship and not as trustee.

References to time in this Announcement are to London time, unless otherwise stated.

All times and dates in this Announcement may be subject to amendment. Placees will be notified of any changes.

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

The Placing Shares to be issued pursuant to the Placing will not be admitted to trading on any stock exchange other than the AIM market of the London Stock Exchange.

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 II
DEFINITIONS

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

"Acquisition"	the acquisition by the Company of 99.99% of the shares in Forths from the Sellers
"Admission"	the admission of the Placing Shares to trading on AIM becoming effective in accordance with Rule 6 of the AIM Rules
"AIM"	the AIM Market of the London Stock Exchange
"AIM Rules"	the rules applicable to companies governing their admission to AIM, and following admission their continuing obligations to AIM, as set out in the AIM Rules for Companies published by the London Stock Exchange from time to time
"AUM"	means assets under management
"Bookbuild"	means the accelerated bookbuild process in relation to the Placing which will establish the demand for and total number of Placing Shares to be issued in the Placing at the Issue Price
"business day"	a day (excluding Saturdays, Sundays and public holidays) on which banks are generally open for business in the City of London
"certificated" or in "certificated form"	where a share or other security is not in uncertificated form (that is, not in CREST)
"Circular"	this circular of the Company to be posted to Shareholders on or around 24 July 2020 giving (amongst other things) details of the Placing and incorporating the Notice of General Meeting
"Clin Neg"	Clinical Negligence
"CREST"	the relevant system (as defined in the CREST Regulations) in respect of which Euroclear is the Operator (as defined in the CREST Regulations)
"CREST Regulations"	the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755)
"EBITDA"	earnings before interest, taxes, depreciation and amortization
"EEA"	the European Economic Area
"Executive Directors"	Richard Fraser, Ellaine Cullen-Grant and Mark Holt
"Existing Shares"	the 78,657,349 Ordinary Shares in issue at the date of this Announcement, all of which are admitted to trading on AIM
"Euroclear"	Euroclear UK & Ireland Limited, a company incorporated under the laws of England and Wales
"FCA"	the UK Financial Conduct Authority
"FCA Approval"	means the approval by the FCA of the acquisition of Ordinary Shares in accordance with the notification of North Atlantic Smaller Companies Investment Trust Plc ("North Atlantic") to the FCA pursuant to section 178 of

	FSMA for North Atlantic to be a controller of Frenkel Topping, submitted on 9 July 2020
"finnCap"	means finnCap Ltd, nominated adviser, sole broker and bookrunner to the Company
"Forths"	Forths Associates Limited (registered number 04308770)
"FSMA"	Financial Services & Markets Act 2000 (as amended)
"Frenkel Topping" or the " Company"	Frenkel Topping Group plc
"Frenkel Directors" or "Directors" or "Board"	any member of the Company's board of directors
"Frenkel Group" or "Group"	Frenkel and its subsidiaries and subsidiary undertakings (each as defined in the Companies Act 2006)
"Form of Proxy"	the form of proxy for use by Shareholders in connection with the General Meeting, which will be dispatched with the Circular
"FSMA"	the Financial Services and Markets Act 2000 (as amended)
"General Meeting"	the general meeting of the Company convened for 11 a.m. on 17 August 2020 (or any adjournment thereof) at which the Resolutions will be proposed, notice of which will be set out at the end of the Circular
"Group"	the Company and its subsidiaries companies
"Issue Price"	40 pence per Placing Share
"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)
"Notice of General Meeting"	the notice of General Meeting to be sent to Shareholders
"Ordinary Shares"	the ordinary shares of 0.5 pence each in the capital of the Company
"PI"	Personal Injury
"Placing"	the conditional placing by finnCap (on behalf of the Company) by way of a bookbuild of the Placing Shares at the Issue Price subject to, inter alia, the passing of the Resolutions and FCA Approval
"Placing Agreement"	the placing agreement entered into on 22 July 2020 between the Company and finnCap
"Placing Results Announcement"	the press announcement giving details of the results of the Placing together with the number of Placing Shares
"Placing Shares"	up to 32,500,000 new Ordinary Shares, to be allotted and issued pursuant to the Placing, the final number of which will be determined on completion of the Bookbuild
"pounds", "£", "penny", "pence", "p" or "Sterling"	the lawful currency of the United Kingdom
"Registrars"	Neville Registrars Limited
"Resolutions"	the resolutions to be proposed at the General Meeting and set out in the Notice of General Meeting

“Restricted Jurisdiction(s)”	each of the United States, Australia, New Zealand, Canada, the Republic of South Africa and Japan
"Securities Act"	the United States Securities Act of 1933, as amended
“Sellers”	Richard Forth and Anthony Flint
"Shareholders”	holders of Ordinary Shares
“UK” or “United Kingdom”	the United Kingdom of Great Britain and Northern Ireland
“uncertificated” or in “uncertificated form”	in respect of a share or other security, where that share or other security is recorded on the relevant register of the share or security concerned as being held in uncertificated form in CREST and title to which may be transferred by means of CREST
“US” or “United States”	United States of America