

Raport bieżący: 28/2020K

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Skrócona nazwa emitenta: SERINUS ENERGY plc

Temat: Korekta raportu 28/2020 - Oferta plasowania akcji w drodze przyspieszonej budowy księgi popytu w celu pozyskania ok. 20 mln USD, planowana konwersja całości zadłużenia na kapitał

Podstawa prawna: Art. 17 ust. 1 MAR - informacje poufne

Treść raportu:

Zarząd Serinus Energy plc przedstawia korektę raportu bieżącego nr 28/2020 z dnia 26 listopada 2020 r. w związku z zaistniałą omyłką pisarską dotyczącą wskazania Ceny w Ofercie (pierwszy akapit raportu bieżącego).

Skorygowaną treść raportu bieżącego nr 28/2020 zamieszczono poniżej.

Serinus Energy plc ("Serinus" lub "Spółka") informuje o zamiarze przeprowadzenia oferty akcji o wartości ok. 20 mln USD ("Oferta"). Oferta zostanie przeprowadzona w drodze przyspieszonej budowy księgi popytu, która rozpocznie się bezpośrednio po publikacji niniejszego ogłoszenia, po cenie 2 pency ("Cena w Ofercie").

Wpływy z Oferty zostaną przeznaczone na poczet planowanego umorzenia Zadłużenia Zamiennego wobec EBOiR oraz na sfinansowanie kosztów instalacji pierwszych pomp w ramach programu rekonstrukcji odwiertów na złożu Sabria w Tunezji.

Kontekst i uzasadnienie Oferty

Zadłużenie Spółki wobec Europejskiego Banku Odbudowy i Rozwoju ("EBOiR") powstało w 2013 r. i zostało zaciągnięte w formie dwóch umów kredytowych. Pierwsza z nich dotyczyła Kredytu Uprzywilejowanego w wysokości 40 mln USD, który został w całości spłacony i umorzony we wrześniu 2019 r. Druga dotyczyła Kredytu Zamiennego ("Kredyt") w wysokości 20 mln USD, przy czym zadłużenie z jego tytułu, powiększone o narosłe odsetki, nie zostało dotychczas spłacone. W 2017 r. na działalność Spółki prowadzoną w Tunezji wpłynęła fala niepokoїв społecznych, które doprowadziły do zawieszenia wydobycia ze złoża Sabria na okres czterech miesięcy oraz ze złoża Chouech Es Saida, które było wyłączone z eksploatacji aż do trzeciego kwartału 2019 r. Ponadto opóźnieniu uległ termin rozpoczęcia wydobycia ze złoża gazowego Moftinu w Rumunii, co niekorzystnie wpłynęło na poziom generowanych przez Spółkę przepływów pieniężnych oraz jej zdolność do obsługi zadłużenia w tamtym czasie. W związku z nieprzewidywanymi zdarzeniami, w 2017 r. dokonano renegotjacji głównych warunków Kredytu, w tym przedłużenia terminu spłaty do 30 czerwca 2023 r.

Od tego czasu Spółka z powodzeniem kontynuowała działalność - złoża Sabria i Chouech Es Saida w Tunezji zostały ponownie włączone do eksploatacji, a w kwietniu 2019 r. uruchomiony został projekt Moftinu Gas. W okresie dziewięciu miesięcy zakończonym 30 września 2020 r. Spółka odnotowała wzrost średniego dziennego wydobycia w przeliczeniu na baryłkę ekwiwalentu ropy naftowej (boe/d) o 1247 boe/d (107%), do poziomu 2415 boe/d (w III kw. 2019 r.: 1168 boe/d), z czego 1841 boe/d wydobyto w Rumunii (w III kw. 2019 r.: 814 boe/d), a 574 boe/d w Tunezji (w III kw. 2019 r.: 354 boe/d), co oznacza wzrost odpowiednio o 1027 boe/d (126%) i 220 boe/d (62%). Obecne kierownictwo Spółki obniżyło koszty wydobycia do 8,96 USD/boe w okresie dziewięciu miesięcy zakończonym 30 września 2020 r. i zidentyfikowało szereg możliwości poprawy jakości aktywów, istotnie podnosząc wydobycie poprzez realizację niewielkiej inwestycji dodatkowej. Rada Dyrektorów nie była w stanie wykorzystać tych możliwości i zrealizować dodatkowych prac ponieważ dotychczas zasoby Spółki skoncentrowane były na obsłudze i spłacie Kredytu.

Na początku 2020 r. wraz z nastaniem pandemii COVID-19 stało się jasne, że Spółka nie będzie w stanie obsługiwać spłaty zadłużenia i członkowie Rady Dyrektorów uznali, że struktura kapitałowa przedsiębiorstwa stała się nieodpowiednia dla wszystkich interesariuszy. Po kilku miesiącach rozmów członkowie Rady Dyrektorów osiągnęli porozumienie z EBOiR w sprawie umorzenia Kredytu, w rezultacie czego Spółka zostanie

oddłużona, a środki pieniężne z działalności operacyjnej będą mogły zostać zainwestowane w rozwój przedsiębiorstwa.

Warunki umorzenia Kredytu

EBOiR warunkowo zgodził się umorzyć Kredyt i zawrzeć umowę w sprawie zniesienia zadłużenia (Deed of Release). W zamian Spółka zapłaci EBOiR 16,5 mln USD niezwłocznie po Dopuszczeniu do Obrotu, a EBOiR obejmie nieodpłatnie Akcje Zwykłe stanowiące 9,9% przewidywanego wyemitowanego kapitału zakładowego w momencie Dopuszczenia do Obrotu ("Akcje EBOiR"). EBOiR otrzyma dostęp do określonych informacji oraz inne prawa oraz zobowiązał się nie zbywać Akcji EBOiR przez 12 miesięcy od daty Dopuszczenia do Obrotu. Na 30 września 2020 r. zobowiązanie Spółki wobec EBOiR wynosiło 32,5 mln USD (kwota główna w wysokości 20 mln USD oraz naliczone odsetki w wysokości 12,5 mln USD).

Wykorzystanie wpływów z oferty

Wpływy netto zostaną wykorzystane na zapłacenie EBOiR kwoty 16,5 mln USD w ramach Propozycji oraz na sfinansowanie instalacji pierwszych pomp w ramach programu rekonstrukcji odwiertów na złożu Sabria w Tunezji.

Walne Zgromadzenie

Propozycje są uzależnione m.in. od podjęcia Uchwały przez Nadzwyczajne Walne Zgromadzenie Akcjonariuszy. Jutro do Akcjonariuszy zostanie rozesłane Memorandum zawierające zawiadomienie o zwołaniu Walnego Zgromadzenia Akcjonariuszy, które odbędzie się w siedzibie Spółki pod adresem JTC House, 28 Esplanade, St Helier, Jersey, Wyspy Normandzkie, o godz. 10.00 dnia 15 grudnia 2020 r., na którym zostanie przedstawiona propozycja Uchwały. Pełny tekst Uchwały jest zawarty w Ogłoszeniu o zwołaniu Nadzwyczajnego Walnego Zgromadzenia Akcjonariuszy.

W załączeniu Spółka przekazuje pełną treść dokumentu dotyczącego planowanych działań (w języku angielskim), przekazywanego do publicznej wiadomości przez Spółkę w Wielkiej Brytanii oraz zamieszczanego na stronie internetowej Spółki pod adresem www.serinusenergy.com

Niniejsze Ogłoszenie nie stanowi oferty i nie może być wykorzystywane w związku z jakąkolwiek ofertą sprzedaży lub emisji, ani zaproszeniem do składania ofert nabycia lub objęcia Akcji Oferowanych na terenie jakiegokolwiek jurysdykcji, w której składanie takich ofert lub zaproszeń jest lub może być niezgodne z prawem. Niniejsze Ogłoszenie oraz informacje w nim zawarte nie są przeznaczone do publikacji ani dystrybucji, w sposób bezpośredni lub pośredni, na rzecz adresatów w Stanach Zjednoczonych, Kanadzie, Australii, Nowej Zelandii, Japonii oraz Republice Południowej Afryki, ani w jakiegokolwiek jurysdykcji, w której ich publikacja lub dystrybucja byłaby niezgodna z prawem. Spółka zobowiązuje osoby, które weszły w posiadanie niniejszego Ogłoszenia, aby zapoznały się z wszelkimi ograniczeniami dotyczącymi jego udostępniania oraz aby przestrzegały wszelkich tego rodzaju ograniczeń. Na terenie Wielkiej Brytanii, Stanów Zjednoczonych ani w żadnym innym miejscu nie jest prowadzona oferta publiczna papierów wartościowych Spółki.

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This announcement contains inside information.

Serinus Energy plc

Placing to raise approximately USD20 million by way of accelerated bookbuild

Proposed capitalisation of all Debt

Serinus Energy plc ("**Serinus**" or the "**Company**") (AIM:SENX, WSE:SEN) announces its intention to undertake an equity placement of approximately USD20 million (the "**Placing**"). The Placing will be effected by way of an accelerated bookbuild, which will be launched immediately following this announcement at a price of 2 pence (the "Placing Price").

The proceeds of the Placing will be used as part of a proposal to retire the EBRD Convertible Debt, and for the installation of the first pumps in a well work over programme for the Sabria field in Tunisia.

Arden Partners plc ("**Arden**") and Shore Capital Stockbrokers Limited ("**Shore Capital**") are acting as Joint Bookrunners in connection with the Placing.

Expected timetable:	2020
Announcement of the Placing and Bookbuild commences	26 November
Announcement of results of Placing	27 November
Dispatch of the Circular and Form of Proxy	27 November
Latest time and date for receipt of completed Forms of Proxy, receipt of electronic proxy appointments via the CREST system and online voting instructions for the Extraordinary General Meeting	10.00 a.m. on 13 December
Extraordinary General Meeting	10.00 a.m. on 15 December
Announcement of results of Extraordinary General Meeting	15 December
Admission and commencement of dealings in the Placing Shares on AIM and CREST accounts expected to be credited for the Placing Shares in uncertificated form	8.00 a.m. on 17 December
Admission and commencement of dealings in the EBRD Shares on AIM and CREST account of EBRD expected to be credited for the EBRD Shares	8.00 a.m. on 21 December

Each of the times and dates above refer to London time and are subject to change by the Company and/or the Joint Bookrunners. Any such change will be notified to Shareholders by an announcement on a Regulatory Information Service. The Circular will contain further details of the expected timetable for the Extraordinary General Meeting and Admission.

Capitalised terms used but not defined in this Announcement shall have the meanings given to such terms in the section headed 'Definitions' below save that any capitalised term defined in the Appendix shall have such meaning in the Appendix to the exclusion, in the Appendix only, of any definition of such term elsewhere in this Announcement.

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ADDITIONAL INFORMATION ON THE PLACING

The Placing

The Company is proposing to raise approximately USD20 million (before expenses) pursuant to the Placing. The Placing has been arranged by Arden and Shore Capital, acting as joint bookrunners (together, the "Joint Bookrunners"). The Placing will be conducted by the Joint Bookrunners on behalf of the Company in accordance with the terms and conditions set out in the Appendix to this Announcement. The Placing is being conducted through an accelerated bookbuilding process (the "Bookbuild") which will commence immediately following this Announcement.

The Bookbuild will determine final demand for and participation in the Placing. The Bookbuild is expected to close not later than 7.00 a.m. (London) tomorrow, but may be closed at such earlier or later time as the Joint Bookrunners, in their absolute discretion (following consultation with the Company), determine. The number of Placing Shares and the making of allocations will be agreed between the Company and the Joint Bookrunners and will be confirmed orally or by email by the Joint Bookrunners following the closure of the Bookbuild. A further announcement will be made following the completion of the Bookbuild (the "Result of Bookbuild Announcement").

Completion of the Placing is subject, inter alia, to Shareholder approval of the Resolution to authorise the issue of the Placing Shares.

A Circular containing further details of the Placing including a notice convening the Extraordinary General Meeting is expected to be despatched to Shareholders on 27 November 2020 and will thereafter be available on the Company's website at www.serinusenergy.com.

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

Background to and Reasons for the Placing

The Company's debt with the European Bank for Reconstruction and Development (the "EBRD") dates back to 2013, which was structured in two loan agreements. The first was a Senior Debt Facility for USD40 million which was fully repaid and retired in September 2019. The second loan was a Convertible Debt Facility (the "Debt Facility") for USD20 million that is currently outstanding, plus accrued interest. During 2017, the Company's operations experienced social unrest in Tunisia that stopped production at the Sabria field for four months and at the Chouech Es Saida field which was shut-in until the third quarter of 2019. The Company also experienced delays in first production from the Moftinu Gas Development in Romania that adversely affected the Company's cash flow and its ability to service the debt at that time. Due to these unforeseen events, in 2017 the key terms of the Debt Facility were renegotiated, including an extension of the term to 30 June 2023.

Since this time, the business has been successful in its operations, with the Sabria and Chouech Es Saida fields in Tunisia being brought back on production and the Moftinu Gas Project beginning operations in April 2019. For the nine months ended 30 September 2020, the Company's average production (boe/d) increased by 1,247 or 107% to 2,415 (Q3 2019 – 1,168), consisting of 1,841 (Q3 2019 – 814) in Romania and 574 (Q3 2019 – 354) in Tunisia, an increase of 1,027 or 126% and 220 or 62%, respectively. The current management team has lowered the cost of production to USD8.96/boe for the nine months ended 30 September 2020 and has identified a number of opportunities to enhance the assets, materially increasing output for a small incremental investment. The Directors have not been able to exploit these work programmes as the Company's resources have, to date, been focused on servicing and repaying the Debt Facility.

In early 2020 it became apparent with the onset of COVID-19, that the Company would not be able to service its debt repayments, and the Directors concluded that the capital structure of the business had become inappropriate for all stakeholders. The Directors have held discussions with the EBRD over a number of months and have reached an agreement to retire the Debt Facility, whereby the business will be free of debt, and the cash generated from operations can be invested in growing the business.

Terms of retirement of the Debt Facility

The EBRD has conditionally agreed to retire the Debt Facility and enter into a Deed of Release. In consideration the Company will pay to EBRD the sum of USD16.5 million immediately following Admission, and the EBRD will subscribe, at no cost, for Ordinary Shares, representing 9.9% of the expected issued share capital at Admission (the "EBRD Shares"). The EBRD will have certain information and other rights and has agreed not to dispose of the EBRD Shares for 12 months following Admission. At 30 September 2020 the Company owed USD32.5million to the EBRD comprising USD20 million principal, and USD12.5 million in accrued interest.

Use of Proceeds

The net proceeds will be used to pay USD16.5 million to the EBRD as part of the Proposals, and for the installation of the first pumps in a well work over programme on the Sabria field in Tunisia.

Strategy

Serinus is a low-cost onshore oil and gas producer with producing assets in Romania and Tunisia. The current management has worked to reduce the per barrel of oil equivalent cost base from USD22.81/boe in 2016 to USD8.96/boe in the nine months to 30 September of 2020.

The Company has increased annual average production from 379 boe/d in 2017 to 2,415 boe/d in the nine months to 30 September 2020.

This combination of low cost and increasing production generates significant operating cash flow which the Company intends to allocate to its existing assets base to generate further production and cash flow whilst at the same time increasing upon its current 10.58 mmoeb of 2P reserves. These reserves are currently valued at USD1.00/boe and the existing reserves bases had a 12.0 year reserve life (at 30 September 2020) at current average production of 2,415 boe/d (nine months to 30 September 2020).

The Company has outlined a series of low-capital, high return projects that can be executed in the near to medium term to increase production and cash flow from its existing asset base.

The Company has engaged the services of SGS to assist in the validation and design of an artificial lift programme in Tunisia. The Sabria field is a 358 mmoeb Oil Initially in Place ("OIIP") oilfield that to date has had a recovery of 1.2% of the OIIP. The Company believes that this field is an excellent candidate for an artificial lift programme as to date no pumps have been installed in this field. Serinus intends to begin the installation of pumps into the Sabria field, a project that is predicted by SGS to realise an incremental 3,960 boe/d of gross production.

In Romania, the Company anticipates to begin drilling the Moftinu-1008 production well in the Moftinu field early in 2021. This well, upon successful completion, will be tied into the production facilities at the Moftinu Gas Plant. Similar in design and target zones to the Company's three previous production wells, the Company anticipates initial production of approximately 5.0 mmscf/d. In the third quarter of 2020 the Company was able to renegotiate its work commitments on the Satu Mare Concession as a result of the inability to complete a planned 3D seismic programme due to the COVID pandemic. In exchange for the 3D seismic programme, which COVID restrictions made impossible to complete, the Company agreed to drill two wells. One well would be drilled to 1,000 metres and the second well would be drilled to 1,600 metres. Critically the Company was able to negotiate agreement that the Moftinu -1008 well would be considered as one of those commitment wells. The second well is anticipated to be drilled on the Sancrai prospect. The Sancrai prospect is located 8.5km to the south west of Moftinu and is identified on the Company's previously acquired Santau 3D programme. Upon successful completion of this well, and depending upon the resources discovered, there is the option of an early production development using the existing manifold capacity at the Moftinu Gas Plant. Further exploration work is anticipated to occur at the Madaras prospect. Madaras is a similar geologic play to Moftinu and is situated 9.8km to the south east of the Moftinu Gas Plant.

The Company's Chouech es Saida and Ech Chouech fields in the south of Tunisia were brought back onstream in the third quarter of 2019 after being shut-in since early 2017 due to social disruptions. Four wells in Chouech es Saida and one well in Ech Chouech were successfully brought back onstream and the Company has been working to increase production through a combination of new pumps and workovers. The Company looks to progress this work and believes that workovers and properly designed downhole pumps can further increase production. In total the Company believes that the successful completion of these work programmes has the potential to add approximately 5,670 boe/d of incremental gross production at a cost of approximately USD1.58/boe.

Director Participation

Certain directors of the Company have indicated that they intend to participate in the Placing through the Investor Letters. Further details will be announced in the Result of Bookbuild Announcement.

Staff Incentivisation

Despite of the difficulties which the Company has faced with its capital structure and as described above, significant progress has been made during the last few years. There are also many further opportunities for the business to deliver value. Much of the past and future success has been, and will be, driven by the Company's staff whose knowledge and experience is highly valuable. The Remuneration committee of the board intends therefore to review incentivisation arrangements for directors and senior members of staff in the first quarter of next year.

Shareholder Meeting

The proposals are conditional, inter alia, upon the Resolution being passed at the Extraordinary General Meeting. A circular will be sent to Shareholders tomorrow containing a notice convening a General Meeting to be held at the Company's offices at JTC House, 28 Esplanade, St Helier, Jersey, Channel Islands, at 10.00 a.m. on 15 December 2020, at which the Resolution will be proposed. The Resolution is set out in full in the Notice of Extraordinary General Meeting.

Voting on the Resolution will be by way of poll. Please refer to the notes contained in the Notice of Extraordinary General Meeting.

Shareholders are asked to complete and return the Form of Proxy in accordance with the instructions printed on it as soon as possible and, in any event, so as to be received by the Registrar, Computershare Investor Services Plc, by not later than 10.00 a.m. on 13 December 2020 (or, in the case of an adjournment, not later than 48 hours before the time fixed for the holding of the adjourned meeting) or, alternatively, you can submit your voting instruction via the Registrar's website by not later than 10.00 a.m. on 13 December 2020 (or, in the case of an adjournment, not later than 48 hours before the time fixed for the holding of the adjourned meeting). If you are a member of CREST, you may be able to use the CREST electronic proxy appointment service. Proxies sent electronically must be sent as soon as possible and, in any event, so as to be received by not later than 10.00 a.m. on 13 December 2020 (or, in the case of an adjournment, not later than 48 hours before the time fixed for the holding of the adjourned meeting). Completion and return of a Form of Proxy will not preclude you from attending and voting in person at the Extraordinary General Meeting, should you so wish.

In light of public health advice in response to the COVID-19 outbreak, including to limit travel and public gatherings, the Company strongly encourages all Shareholders to submit their Form of Proxy in advance of the meeting, appointing the Chairman of the Extraordinary General Meeting as proxy rather than a named person. If the current restrictions on travel and gatherings continue to apply on the date of the Extraordinary General Meeting, Shareholders will not be allowed to attend the Extraordinary General Meeting in person and anyone who attempts to do so will be refused entry. This situation is constantly evolving, and the UK and Jersey governments may change current restrictions or implement further measures relating to travel and gatherings during the affected period. Any changes to the Extraordinary General Meeting (including any change to the location of the Extraordinary General Meeting) will be communicated to Shareholders before the meeting through our website at www.serinusenergy.co.uk and, where appropriate, by announcement made by the Company to a Regulatory Information Service.

Settlement and dealings

Application will be made to the London Stock Exchange for the Placing Shares, the Subscription Shares and the EBRD Shares, (together, the "New Shares"), all of which will all rank pari passu with the Company's existing Ordinary Shares, to be admitted to trading on AIM ("Admission"). Dealings in the New Shares are expected to commence on 8.00 a.m. on 17 December 2020 or such later time and/or date as the Joint Bookrunners and the Company agree (being in any event no later than 8.00 a.m. on 8 January 2021) and dealings in the EBRD shares are expected to commence on 8.a.m on 21 December 2020 and and/or date as the Joint Bookrunners and the Company agree (being in any event no later than 8.00 a.m. on 8 January 2021).

The New Shares will be in registered form and will be capable of being held in either certificated or uncertificated form (i.e. in CREST). Accordingly, following Admission, settlement of transactions in the Ordinary Shares may take place within the CREST system if a Shareholder so wishes. Shareholders who wish to receive and retain share certificates are able to do so.

The ISIN number of the New Ordinary Shares is JE00BF4N9R98. The TIDM is SENX.

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Up to 78,629,941 shares in the capital of the Company can be listed and posted for trading on the WSE. The Company has not applied and as at the date hereof does not plan to apply for the admission of a greater number of shares in the capital of the Company for trading on the WSE. However, due to the fact that the shares in the capital of the Company admitted for trading on the WSE will have the same ISIN number as all other Ordinary Shares, and as such will be assimilated in the securities settlement systems as a result of such assimilation, the Ordinary Shares admitted to trading on the WSE will not be distinguishable from the remaining Company's shares. Thus, the total number of the Company's shares which can be traded on the WSE at any given point in time is 78,629,941.

Arden is regulated in the United Kingdom by the Financial Conduct Authority (the "FCA"). Shore Capital is a member of the London Stock Exchange and is authorised and regulated in the United Kingdom by the FCA. Each of Arden and Shore Capital is acting exclusively for the Company and no one else in connection with the Placing, and Arden and Shore Capital will each 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 Placing or any other matters referred to in this Announcement.

Forward-looking statements

This announcement contains statements about Serinus that are or may be deemed to be "forward-looking statements".

All statements, other than statements of historical facts, included in this announcement may be forward-looking statements. Without limitation, any statements preceded or followed by, or that include, the words "targets", "plans", "believes", "expects", "aims", "intends", "will", "may", "should", "anticipates", "estimates", "projects", "would", "could", "continue" or words or terms of similar substance or the negative thereof, are forward-looking statements. Forward-looking statements include, without limitation, statements relating to the following: (i) future capital expenditures, expenses, revenues, earnings, synergies, economic

performance, indebtedness, financial condition, dividend policy, losses and future prospects and (ii) business and management strategies and the expansion and growth of the operations of Serinus.

These forward-looking statements are not guarantees of future performance. These forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of any such person, or industry results, to be materially different from any results, performance or achievements expressed or implied by such forward-looking statements. These forward-looking statements are based on numerous assumptions regarding the present and future business strategies of such persons and the environment in which each will operate in the future. Investors should not place undue reliance on such forward-looking statements and, save as is required by law or regulation (including to meet the requirements of the AIM Rules, MAR, the Prospectus Rules and/or the FSMA), Serinus does not undertake any obligation to update publicly or revise any forward-looking statements (including to reflect any change in expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based). All subsequent oral or written forward-looking statements attributed to Serinus or any persons acting on their behalf are expressly qualified in their entirety by the cautionary statement above. All forward-looking statements contained in this announcement are based on information available to the Directors of Serinus at the date of this announcement, unless some other time is specified in relation to them, and the posting or receipt of this announcement shall not give rise to any implication that there has been no change in the facts set forth herein since such date.

Information to Distributors

Solely for the purposes of the product governance requirements contained within: (a) EU Directive 2014/65/EU on markets in financial instruments, as amended ("MiFID II"); (b) Articles 9 and 10 of Commission Delegated Directive (EU) 2017/593 supplementing MiFID II; and (c) local implementing measures (together, the "MiFID II Product Governance Requirements"), and disclaiming all and any liability, whether arising in tort, contract or otherwise, which any "manufacturer" (for the purposes of the MiFID II Product Governance Requirements) may otherwise have with respect thereto, the Placing Shares have been subject to a product approval process, which has determined that the Placing Shares are: (i) compatible with an end target market of retail investors and investors who meet the criteria of professional clients and eligible counterparties, each as defined in MiFID II; and (ii) eligible for distribution through all distribution channels as are permitted by MiFID II (the "Target Market Assessment").

Notwithstanding the Target Market Assessment, Distributors should note that: the price of the Placing Shares may decline and investors could lose all or part of their investment; Placing Shares offer no guaranteed income and no capital protection; and an investment in Placing Shares is compatible only with investors who do not need a guaranteed income or capital protection, who (either alone or in conjunction with an appropriate financial or other adviser) are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses that may result therefrom. The Target Market Assessment is without prejudice to the requirements of any contractual, legal or regulatory selling restrictions in relation to the Placing. Furthermore, it is noted that, notwithstanding the Target Market Assessment, Arden will only procure investors who meet the criteria of professional clients and eligible counterparties.

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

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

APPENDIX: TERMS AND CONDITIONS OF THE PLACING
IMPORTANT INFORMATION FOR PLACEEES ONLY REGARDING THE PLACING

THIS ANNOUNCEMENT, INCLUDING THIS APPENDIX (TOGETHER, THE “ANNOUNCEMENT”) AND THE INFORMATION IN IT, IS RESTRICTED, AND IS NOT FOR PUBLICATION, RELEASE OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, IN OR INTO THE UNITED STATES OF AMERICA (INCLUDING ITS TERRITORIES AND POSSESSIONS, ANY STATE OF THE UNITED STATES AND THE DISTRICT OF COLUMBIA), AUSTRALIA, CANADA, JAPAN, NEW ZEALAND OR SOUTH AFRICA OR ANY OTHER JURISDICTION WHERE IT IS UNLAWFUL TO DISTRIBUTE THIS ANNOUNCEMENT

IMPORTANT INFORMATION ON THE PLACING FOR INVITED PLACEEES ONLY.

MEMBERS OF THE PUBLIC ARE NOT ELIGIBLE TO TAKE PART IN THE PLACING. THIS ANNOUNCEMENT AND THE TERMS AND CONDITIONS SET OUT HEREIN ARE FOR INFORMATION PURPOSES ONLY AND ARE DIRECTED ONLY AT: (A) PERSONS IN MEMBER STATES OF THE EUROPEAN ECONOMIC AREA WHO ARE QUALIFIED INVESTORS AS DEFINED IN SECTION 86(7) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000, AS AMENDED, (“QUALIFIED INVESTORS”) BEING PERSONS FALLING WITHIN THE MEANING OF ARTICLE 2(E) OF REGULATION (EU) 2017/1129 (THE “PROSPECTUS REGULATION”); AND (B) IN THE UNITED KINGDOM, QUALIFIED INVESTORS WHO ARE PERSONS WHO (I) FALL WITHIN ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005, AS AMENDED (THE “ORDER”), (II) FALL WITHIN ARTICLE 49(2)(A) TO (D) (“HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS, ETC”) OF THE ORDER, OR (III) ARE PERSONS TO WHOM IT MAY OTHERWISE BE LAWFULLY COMMUNICATED (ALL SUCH PERSONS IN (A) AND (B) TOGETHER BEING REFERRED TO AS “RELEVANT PERSONS”). THIS ANNOUNCEMENT AND THE TERMS AND CONDITIONS SET OUT HEREIN MUST NOT BE ACTED ON OR RELIED ON BY PERSONS WHO ARE NOT RELEVANT PERSONS. ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THIS ANNOUNCEMENT AND THE TERMS AND CONDITIONS SET OUT HEREIN RELATES IS AVAILABLE ONLY TO RELEVANT PERSONS AND WILL BE ENGAGED IN ONLY WITH RELEVANT PERSONS.

THIS ANNOUNCEMENT, INCLUDING THIS APPENDIX, IS FOR INFORMATION PURPOSES ONLY AND DOES NOT ITSELF CONSTITUTE AN OFFER FOR SALE OR SUBSCRIPTION OF ANY SECURITIES IN THE COMPANY. THIS ANNOUNCEMENT HAS BEEN ISSUED BY AND IS THE SOLE RESPONSIBILITY OF THE COMPANY.

THIS ANNOUNCEMENT IS NOT AN OFFER FOR SALE OR SUBSCRIPTION IN ANY JURISDICTION IN WHICH SUCH OFFER, SOLICITATION OR SALE WOULD BE UNLAWFUL UNDER THE SECURITIES LAWS OF ANY SUCH JURISDICTION.

THIS ANNOUNCEMENT IS NOT AN OFFER OF OR SOLICITATION TO PURCHASE OR SUBSCRIBE FOR SECURITIES IN THE UNITED STATES. THE SECURITIES REFERRED TO HEREIN HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE “SECURITIES ACT”), OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED, SOLD OR TRANSFERRED, DIRECTLY OR INDIRECTLY, IN OR INTO THE UNITED STATES EXCEPT PURSUANT TO AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT. NEITHER THE UNITED STATES SECURITIES AND EXCHANGE COMMISSION NOR ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES HAS APPROVED OR DISAPPROVED OF AN INVESTMENT IN THE SECURITIES OR PASSED UPON OR ENDORSED THE MERITS OF THE PLACING OR THE ACCURACY OR ADEQUACY OF THE CONTENTS OF THIS ANNOUNCEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE IN THE UNITED STATES. NO PUBLIC OFFERING OF SECURITIES IS BEING MADE IN THE UNITED STATES. NO MONEY, SECURITIES OR OTHER CONSIDERATION FROM ANY PERSON INSIDE THE UNITED STATES IS BEING SOLICITED BY THIS ANNOUNCEMENT AND, IF SENT IN RESPONSE TO THE INFORMATION CONTAINED IN THIS ANNOUNCEMENT, WILL NOT BE ACCEPTED.

EACH PLACEE SHOULD CONSULT WITH ITS OWN ADVISERS AS TO THE LEGAL, TAX, BUSINESS AND RELATED ASPECTS OF AN INVESTMENT IN THE PLACING SHARES. THE PRICE OF ORDINARY SHARES IN THE COMPANY AND THE INCOME FROM THEM (IF ANY) MAY GO DOWN AS WELL AS UP AND INVESTORS MAY NOT GET BACK THE FULL AMOUNT INVESTED ON DISPOSAL OF THE PLACING SHARES. THE DISTRIBUTION OF THIS ANNOUNCEMENT, ANY PART OF IT OR ANY INFORMATION CONTAINED IN IT MAY BE RESTRICTED BY LAW IN CERTAIN JURISDICTIONS, AND ANY PERSON WHO COMES INTO POSSESSION OF THIS ANNOUNCEMENT OR ANY PART OF IT OR ANY INFORMATION CONTAINED IN IT SHOULD INFORM THEMSELVES ABOUT, AND OBSERVE, SUCH RESTRICTIONS.

Persons who are invited to and who choose to participate in the Placing, by making (or on whose behalf there is made) an oral or written offer to subscribe for Placing Shares (the “Placees”), will be deemed to have read and understood this Announcement in its entirety and to be making such offer on the terms and conditions, and to be providing the representations, warranties, acknowledgements, and undertakings contained in this Appendix. In particular, each such Placee represents, warrants and acknowledges that:

- 1.1 it is a Relevant Person (as defined above) and undertakes that it will acquire, hold, manage or dispose of any Placing Shares that are allocated to it for the purposes of its business;

2. in the case of 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 have not been acquired on behalf of, nor have they been acquired with a view to their offer or resale to, persons in any Member State of the European Economic Area (“EEA”) other than Qualified Investors or in circumstances in which the prior consent of the Joint Bookrunners has been given to the offer or resale; or (ii) where Placing Shares have been acquired by it on behalf of persons in any Member State of the EEA other than Qualified Investors, the offer of those Placing Shares to it is not treated under the Prospectus Regulation as having been made to such persons; and
3. it is located outside the United States, it is not a US Person, is subscribing for Placing Shares in an “offshore transaction” (within the meaning of Regulation S) and is purchasing the Placing Shares for its own account or is purchasing the Placing Shares for an account with respect to which it exercises sole investment discretion and that it (and any such account) is located outside the United States and is not a US Person or it is a dealer or other professional fiduciary in the United States acting on a discretionary basis for non-U.S. beneficial owners (other than an estate or trust), in reliance upon Regulation S.

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

This Announcement does not constitute an offer, and may not be used in connection with an offer, to sell or issue or the solicitation of an offer to buy or subscribe for Placing Shares in any jurisdiction in which such offer or solicitation is or may be unlawful. This Announcement and the information contained herein is not for publication or distribution, directly or indirectly, to persons in the United States, Canada, Australia, New Zealand, Japan or South Africa or in any jurisdiction in which such publication or distribution is unlawful. Persons into whose possession this Announcement may come are required by the Company to inform themselves about and to observe any restrictions of transfer of this Announcement. No public offer of securities of the Company is being made in the United Kingdom, the United States or elsewhere.

In particular, the Placing Shares referred to in this Announcement have not been and will not be registered under the Securities Act or any laws of, 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, directly or indirectly, in or into the United States except pursuant to an exemption from the registration requirements of the Securities Act and the securities laws of any state or other jurisdiction of the United States.

The Placing Shares have not been approved or disapproved by the US Securities and Exchange Commission or 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 the 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; 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 Canada, Australia, New Zealand, Japan or South Africa. Accordingly, the Placing Shares may not (unless an exemption under the relevant securities laws is applicable) be offered, sold, resold or delivered, directly or indirectly, in or into Canada, Australia, New Zealand, Japan or South Africa or any other jurisdiction outside the United Kingdom.

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

Details of the Placing

The Joint Bookrunners have entered into the Placing Agreement with the Company under which the Joint Bookrunners have agreed, on the terms and subject to the conditions set out therein, and undertaken to use reasonable endeavours to procure, as the Company’s agent for the purpose of the Placing, subscribers for the Placing Shares at the Placing Price.

The Placing Agreement contains customary undertakings and warranties given by the Company to the Joint Bookrunners including as to the accuracy of information contained in this Announcement, to matters relating to the Company and its business and a customary indemnity given by the Company to the Joint Bookrunners in respect of liabilities arising out of or in connection with the Placing and/or Admission.

The Placing Shares will be issued pursuant to the new share authorities being sought at the General Meeting. Accordingly, the Placing is conditional upon, amongst other things, the Resolution being passed at the General Meeting, Admission becoming effective and the Placing Agreement not being terminated in accordance with its terms.

The Placing is not being underwritten.

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

The Company, subject to certain exceptions, has agreed not to allot, issue or grant any rights in respect of its Ordinary Shares in the period of 180 days from the later of the date of Admission without the prior written consent of the Joint Bookrunners (such consent not to be unreasonably withheld or delayed).

Application for admission to trading

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

Subject to the conditions for the Placing being met, including, amongst other things, the Resolution being passed by the requisite majorities at the General Meeting, it is expected that Admission will take place on or before 8.00 a.m. on 17 December 2020 and that dealings in the Placing Shares on AIM will commence thereafter.

Up to a maximum of 78,629,941 Ordinary Shares are listed and posted for trading on the WSE. The Company has not applied and as at the date hereof does not plan to apply for the admission of a greater number of shares for trading on the WSE. However, due to the fact that the shares admitted for trading on the WSE will have the same ISIN number as all other Ordinary Shares, and as such will be assimilated in the securities settlement systems as a result of such assimilation, the Ordinary Shares admitted to trading on the WSE will not be distinguishable from the remaining Company's shares. Thus, the total number of the Company's shares which can be traded on the WSE at any given point in time is 78,629,941.

Bookbuild

The Joint Bookrunners will today commence the bookbuilding process in respect of the Placing (the "Bookbuild") to determine both demand by Placees for participation in the Placing and the price per Placing Share. No commissions will be paid to Placees or by Placees in respect of any Placing Shares.

The Joint Bookrunners and the Company shall be entitled to effect the Placing by such alternative method to the Bookbuild as they may, in their absolute discretion, determine.

Participation in, and principal terms of, the Placing

1. The Joint Bookrunners (whether individually or through any of their affiliates) are arranging the Placing severally, and not jointly or jointly and severally, as placing agents of the Company and have agreed to use their respective reasonable endeavours to procure Placees at the Placing Price for the Placing Shares.
2. Participation in the Placing will only be available to persons who may lawfully be, and are, invited to participate by the Joint Bookrunners. The Joint Bookrunners and their respective affiliates may participate in the Placing as principals (and are each entitled to enter bids as principal in the Bookbuild).
3. The Placing Price will be a fixed price of 2 pence per new Ordinary Share.
4. The Bookbuild will establish the number of Placing Shares to be issued at the Placing Price, payable to the Joint Bookrunners as agents for the Company by all Placees whose bids are successful. The number of Placing Shares to be issued will be determined by the Joint Bookrunners following completion of the Bookbuild and will be recorded in a term sheet entered into between the Joint Bookrunners and the Company. The number of Placing Shares to be issued at the Placing Price will be announced on a Regulatory News Service following completion of the Bookbuild.
5. To bid in the Bookbuild, Placees should communicate their bid by telephone or in writing to their usual sales contact at either of the Joint Bookrunners. Each bid should state the number of Placing Shares for which the prospective Placee wishes to subscribe. Bids may be scaled down by the Joint Bookrunners on the basis referred to in paragraph 9 below.
6. A bid in the Bookbuild 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 Joint Bookrunners' consent will not be capable of variation or revocation after the time at which it is submitted. Each Placee will also have an immediate, separate, irrevocable and binding obligation, owed to the Company and the Joint Bookrunners, to pay to them (or as the Joint Bookrunners may direct) in cleared funds an amount equal to the product of the Placing Price and the number of Placing Shares that such Placee has agreed to subscribe for and the Company has agreed to allot and issue to that Placee. Each prospective Placee's obligations will be owed to the Company and the Joint Bookrunners.
7. The Bookbuild in respect of the Placing is expected to close by 7.00 a.m. on 27 November 2020, but the Bookbuild may be closed earlier or later at the discretion of the Joint Bookrunners and the Company. The Joint Bookrunners may, in agreement with the Company, accept bids, either in whole or in part, that are received after the Bookbuild has closed.

8. The Joint Bookrunners are each acting exclusively for the Company and no one else in connection with the matters referred to in this Announcement and will not be responsible to anyone other than the Company for protections afforded to their respective customers nor for providing advice in relation to the matters described in this Announcement or any matter, transaction or arrangement referred to in it.
9. Each prospective Placee's allocation of Placing Shares will be confirmed to Placees either orally or in writing by a Joint Bookrunner as soon as practicable following the close of the Bookbuild, and an electronic trade confirmation will be dispatched as soon as possible thereafter. The terms and conditions of this Appendix will be deemed incorporated therein. A Joint Bookrunner's confirmation to such Placee will constitute an irrevocable legally binding commitment upon such prospective Placee (who will at that point become a Placee) in favour of the Joint Bookrunners and the Company, to subscribe for the number of Placing Shares allocated to it and to pay the Placing Price on the terms and subject to the conditions set out in this Appendix and in accordance with the Company's articles of incorporation.
10. The Joint Bookrunners may choose to accept bids, either in whole or in part, on the basis of their allocation policy and may scale down any bids for this purpose on such basis as they may determine. The Joint Bookrunners may also, notwithstanding paragraphs 4 and 5 above, and subject to prior agreement with 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 Bookbuild has closed to any person submitting a bid after that time.
11. Irrespective of the time at which a Placee's allocation pursuant to the Placing is confirmed, settlement for all Placing Shares to be subscribed for pursuant to the Placing will be required to be made on the basis explained below under "Registration and Settlement".
12. All obligations under the Bookbuild and Placing will be subject to fulfilment or (where applicable) waiver of, amongst other things, the conditions referred to below under "Conditions of the Placing" and to the Placing not being terminated on the basis referred to below under "Right to terminate under the Placing Agreement".
13. By participating in the Bookbuild, each Placee agrees that its rights and obligations in respect of the Placing will terminate only in the circumstances described below and will not be capable of rescission or termination by the Placee.
14. To the fullest extent permissible by law, none of the Company, the Joint Bookrunners, or any of their respective affiliates shall have any responsibility or liability to Placees (or to any other person whether acting on behalf of a Placee or otherwise) under these terms and conditions. In particular, none of the Company, the Joint Bookrunners, or any of their respective affiliates shall have any responsibility or liability (including to the fullest extent permissible by law, any fiduciary duties) in respect of the Joint Bookrunners' conduct of the Bookbuild or of such alternative method of effecting the Placing as the Joint Bookrunners and the Company may agree or of the allocation of Placing Shares. Each Placee acknowledges and agrees that the Company is responsible for the allotment of the Placing Shares to the Placees and the Joint Bookrunners shall have no liability to the Placees for any failure by the Company to fulfil those obligations.
15. The Placing Shares will be issued subject to the terms and conditions of this Appendix and each Placee's commitment to subscribe for Placing Shares on the terms set out herein will continue notwithstanding any amendment that may in future be made to the terms and conditions of the Placing and Placees will have no right to be consulted or require that their consent be obtained with respect to the Company's or the Joint Bookrunners' conduct of the Placing.
16. All times and dates in this Announcement may be subject to amendment. The Joint Bookrunners shall notify the Placees and any person acting on behalf of the Placees of any changes.

Conditions of the Placing

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

- the passing of the Resolution at the General Meeting, without any amendment (save as may be approved by the Joint Bookrunners);
- the Company allotting, subject only to Admission, the Placing Shares in accordance with the Placing Agreement;
- the Placing Agreement having become unconditional in all respects and not having been terminated in accordance with its terms before Admission; and
- Admission taking place no later than 8.00 a.m. on 17 December 2020 or such other time and/or date as may be agreed between the Company and the Joint Bookrunners, not being later than 8.30 a.m. on 8 January 2021 (the "Final Date").

If (i) any of the conditions contained in the Placing Agreement in relation to the Placing Shares is not fulfilled or waived by the Joint Bookrunners by the respective time or date where specified (or such later time or date as the Company and each of the Joint

Bookrunners may agree not being later than the Final Date), or (ii) the Joint Bookrunner's obligations (and consequently Placees' obligations) in respect of the Placing Shares only under the Placing Agreement are terminated as described below, the Placing will lapse and the Placees' rights and obligations hereunder in relation to the Placing Shares shall cease and terminate at such time.

The Joint Bookrunners may, in their respective absolute discretions, waive, or extend the period (up to the Final Date) for compliance by the Company with the whole or any part of any of the Company's obligations in relation to the conditions in the Placing Agreement, save that the conditions relating to Admission taking place may not be waived and the period for compliance with such conditions may not be extended beyond the Final Date. Any such extension or waiver will not affect Placees' commitments as set out in this Announcement.

Neither of the Joint Bookrunners 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 they may make as to whether or not to waive or to extend the time and/or date for the satisfaction of any condition to the Placing nor for any decision they may make as to the satisfaction of any condition or in respect of the Placing generally and by participating in the Placing each Placee agrees that any such decision is within the absolute discretion of the Joint Bookrunners.

Right to terminate under the Placing Agreement

Either or both of the Joint Bookrunners may, in its or their absolute discretion, at any time before Admission and after such consultation with the Company and the other Joint Bookrunner as the circumstances may allow, terminate the Placing Agreement by giving notice to the Company in certain circumstances, including, inter alia:

- (a) in the opinion of either or both of the Joint Bookrunners, the warranties given by the Company to the Joint Bookrunners are not true and accurate or have become misleading (or would not be true and accurate or would be misleading if they were repeated at any time before Admission) by reference to the facts subsisting at the time when the notice referred to above is given; or
- (b) in the opinion of either or both of the Joint Bookrunners, the Company fails to comply with any of its obligations under the Placing Agreement; or
- (c) in the opinion of either or both of the Joint Bookrunners, there has been a development or event (or any development or event involving a prospective change of which the Company is, or might reasonably be expected to be, aware) which will or is likely to have a material adverse effect on or affecting the operations, the condition (financial, operational, legal or otherwise), prospects, management, results of operations, financial position or business of the Company or of the Company's group (taken as a whole) respectively whether or not foreseeable and whether or not arising in the ordinary course of business; or
- (d) there has been a change in national or international financial, political, economic or stock market conditions (primary or secondary); an incident of terrorism, outbreak or escalation of hostilities, war, declaration of martial law or any other calamity or crisis; a deterioration or escalation in the United Kingdom's response to the COVID-19 pandemic; a suspension or material limitation in trading of securities generally on any stock exchange; any change in currency exchange rates or exchange controls or a disruption of settlement systems or a material disruption in commercial banking, in each case as would be likely in the opinion of either or both of the Joint Bookrunners to make it impracticable or inadvisable to proceed with the Placing and/or Admission.

The rights and obligations of the Placees shall terminate only in the circumstances described in these terms and conditions and in the Placing Agreement and will not be subject to termination by any Placee or any prospective Placee at any time or in any circumstances and the Placees participation will not be capable of rescission or termination by it after oral confirmation by the Joint Bookrunners of the allocation and commitments following the close of the Bookbuild. By participating in the Placing, Placees agree that the exercise by either or both of the Joint Bookrunners of any right of termination or other discretion under the Placing Agreement shall be within the absolute discretion of the Joint Bookrunners, that they need not make any reference to Placees and that the Joint Bookrunners shall have no liability to Placees whatsoever in connection with any such exercise or decision not to exercise.

Placees will have no rights against the Joint Bookrunners, 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).

Lock-up arrangements

Other than pursuant to any share option schemes and other employee incentive arrangements, the Company has undertaken with the Joint Bookrunners that it will not, during the period of 180 days Admission, issue, allot, offer, pledge, sell, contract to sell, grant any option or contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase, lend or otherwise transfer or dispose of, directly or indirectly, any Ordinary Shares or other shares in the capital of the Company or any securities convertible into or exchangeable for Ordinary Shares or other shares in the capital of the Company, or enter into

any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of Ordinary Shares or other shares in the capital of the Company, other than with the prior written consent of the Joint Bookrunners (such consent not to be unreasonably withheld or delayed) or as otherwise contemplated by the Placing Agreement.

By participating in the Placing, Placees agree that the exercise by the Joint Bookrunners of any power to grant consent to the undertaking by the Company of a transaction which would otherwise be subject to the lock-up provisions under the Placing Agreement shall be within the absolute discretion of the Joint Bookrunners and that it need not make any reference to, or consult with, Placees and that it shall have no liability to Placees whatsoever in connection with any such exercise of the power to grant consent.

No admission document or 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 an admission document or prospectus in the United Kingdom or in any other jurisdiction. No offering document, admission document or prospectus has been or will be submitted to be approved by the FCA or submitted to the London Stock Exchange in relation to the Placing, and Placees' commitments will be made solely on the basis of the information contained in the Announcement and the Exchange Information (as defined further below). Each Placee, by accepting a participation in the Placing, agrees that the content of this Announcement is exclusively the responsibility of the Company and confirms that it has neither received nor relied on any other information (other than the Exchange Information), representation, warranty, or statement made by or on behalf of the Company, the Joint Bookrunners, or any other person and neither the Joint Bookrunners, the Company nor any other person will be liable for any Placee's decision to participate in the Placing based on any other information, representation, warranty or statement which the Placees may have obtained or received and, if given or made, such information, representation, warranty or statement must not be relied upon as having been authorised by the Joint Bookrunners, the Company, or their respective officers, directors, employees or agents. Each Placee acknowledges and agrees that it has relied on its own investigation of the business, financial or other position of the Company in accepting a participation in the Placing. Neither the Company nor the Joint Bookrunners are making any undertaking or warranty to any Placee regarding the legality of an investment in the Placing Shares by such Placee under any legal, investment or similar laws or regulations. Each Placee should not consider any information in this Announcement to be legal, tax or business advice. Each Placee should consult its own solicitor, tax adviser and financial adviser for independent legal, tax and financial advice regarding an investment in the Placing Shares. Nothing in this paragraph shall exclude the liability of any person for fraudulent misrepresentation.

Registration and settlement

Settlement of transactions in the Placing Shares (ISIN: JE00BF4N9R98) following Admission will take place within CREST provided that, subject to certain exceptions, each of the Joint Bookrunners reserves the right to require settlement for, and delivery of the Placing Shares (or a portion thereof) to Placees by such other means that it deems necessary if delivery or settlement is not possible or practicable within CREST within the timetable set out in this Announcement or would not be consistent with the regulatory requirements in any Placee's jurisdiction.

Following the closing of the Bookbuild, each Placee allocated Placing Shares will be sent an electronic trade confirmation or contract note stating the number of Placing Shares allocated to it at the Placing Price, the aggregate amount owed by such Placee to the Joint Bookrunners (as agent for the Company) and settlement instructions. Each Placee agrees that it will do all things necessary to ensure that delivery and payment is completed in accordance with either the CREST or certificated settlement instructions that it has in place with the Joint Bookrunners.

It is expected that settlement in respect of the Placing Shares will be on 17 December 2020, on a T+2 basis in accordance with the instructions set out in the trade confirmation.

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 Joint Bookrunners may agree that the Placing Shares should be issued in certificated form. The Joint Bookrunners reserve the right to require settlement for the Placing Shares, and to deliver the Placing Shares to Placees, by such other means as they deem necessary if delivery or settlement to Placees is not practicable within the CREST system or would not be consistent with regulatory requirements in a Placee's jurisdiction.

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

Each Placee is deemed to agree that, if it does not comply with these obligations, the Joint Bookrunners may sell any or all of the Placing Shares allocated to that Placee on such Placee's behalf and retain from the proceeds, for the relevant Joint Bookrunner's account and benefit (as agent for the Company), an amount equal to the aggregate amount owed by the Placee plus any interest due. The relevant Placee will, however, remain liable and shall indemnify the Joint Bookrunners (as agents for the Company) on demand for any shortfall below the aggregate amount owed by it and may be required to bear any stamp duty or stamp duty reserve tax or securities transfer tax (together with any interest or penalties) which may arise upon the sale of such Placing Shares on such Placee's behalf. By communicating a bid for Placing Shares to a Joint Bookrunner, each Placee confers on the Joint

Bookrunners all such authorities and powers necessary to carry out any such sale and agrees to ratify and confirm all actions which either or both of the Joint Bookrunners lawfully takes in pursuance of such sale.

If Placing Shares are to be delivered to a custodian or settlement agent, Placees should ensure that the trade confirmation or contract note is copied and delivered immediately to the relevant person within that organisation.

Insofar as Placing Shares are registered in a Placee's name or that of its nominee or in the name of any person for whom a Placee is contracting as agent or that of a nominee for such person, such Placing Shares should, subject as provided below, be so registered free from any liability to UK stamp duty or stamp duty reserve tax or securities transfer tax.

Representations, warranties and further terms

By participating in the Placing each Placee (and any person acting on such Placee's behalf) makes the following representations, warranties, acknowledgements, agreements and undertakings (as the case may be) to the Company and the Joint Bookrunners, namely that, each Placee (and any person acting on such Placee's behalf):

1. represents and warrants that it has read and understood the Announcement, in its entirety and that its subscription of Placing Shares is subject to and based upon all the terms, conditions, representations, warranties, acknowledgements, agreements and undertakings and other information contained herein and undertakes not to redistribute or duplicate this Announcement;
2. acknowledges that no offering document, admission document or prospectus has been prepared in connection with the Placing and represents and warrants that it has not received and will not receive a prospectus, admission document or other offering document in connection therewith;
3. acknowledges that the Ordinary Shares are admitted to trading on AIM and the Company is therefore required to publish certain business and financial information in accordance with the AIM Rules (collectively "Exchange Information"), 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 the Company's announcements and circulars published in the past 12 months and that it is able to obtain or access such information or comparable information concerning other publicly traded company without undue difficulty;
4. acknowledges that none of the Joint Bookrunners, the Company, any of their respective affiliates or any person acting on behalf of any of them has provided it, and will not provide it, with any material regarding the Placing Shares or the Company other than this Announcement; nor has it requested any of the Joint Bookrunners, the Company, their respective affiliates or any person acting on behalf of any of them to provide it with any such information and has read and understood the Exchange Information;
5. acknowledges that the content of this Announcement is exclusively the responsibility of the Company, and that none of the Joint Bookrunners, their affiliates or any person acting on its or their behalf has or shall have any liability for any information, representation or statement contained in this Announcement or any information previously or concurrently published by or on behalf of the Company, and will not be liable for any Placee's decision to participate in the Placing based on any information, representation or statement contained in this Announcement or otherwise. Each Placee further represents, warrants and agrees that the only information on which it is entitled to rely and on which such Placee has relied in committing itself to acquire the Placing Shares is contained in this Announcement and any Exchange Information, such information being all that it deems necessary to make an investment decision in respect of the Placing Shares and that it has neither received nor relied on any other information given or representations, warranties or statements made by the Joint Bookrunners, the Company or any of their respective directors, officers or employees or any person acting on behalf of any of them, or, if received, it has not relied upon any such information, representations, warranties or statements (including any management presentation that may have been received by any prospective Placee or any material prepared by the research department of either of the Joint Bookrunners (the views of such research departments not representing and being independent from those of the Company and the corporate finance departments of the Joint Bookrunners and not being attributable to the same)), and neither the Joint Bookrunners, nor the Company will be liable for any Placee's decision to accept an invitation to participate in the Placing based on any other information, representation, warranty or statement. Each Placee further acknowledges and agrees that it may not place the same degree of reliance on this Announcement as it may otherwise place on a prospectus or admission document. Each Placee further acknowledges and agrees that it has relied solely on its own investigation of the business, financial or other position of the Company in deciding to participate in the Placing and it will not rely on any investigation that the Joint Bookrunners, its affiliates or any other person acting on its or their behalf has or may have conducted;
6. represents and warrants that it has neither received nor relied on any confidential price sensitive information concerning the Company in accepting this invitation to participate in the Placing;
7. acknowledges that neither of the Joint Bookrunners has any duties or responsibilities to it, or its clients, similar or comparable to the duties of "best execution" and "suitability" imposed by the Conduct of Business Sourcebook in the

FCA's Handbook of Rules and Guidance and that neither of the Joint Bookrunners is acting for it or its clients and that neither of the Joint Bookrunners will be responsible for providing protections to it or its clients;

8. acknowledges that neither of the Joint Bookrunners, any of their affiliates or any person acting on behalf of it or them has or shall have any liability for the Exchange Information, any publicly available or filed information or any representation relating to the Company, provided that nothing in this paragraph excludes the liability of any person for fraudulent misrepresentation made by that person;
9. that, save in the event of fraud on the part of a Joint Bookrunner (and to the extent permitted by the Conduct of Business Sourcebook in the FCA's Handbook of Rules and Guidance), neither such Joint Bookrunner, its ultimate holding company, nor any direct or indirect subsidiary undertakings of that holding company, nor any of their respective directors and employees shall be liable to Placees for any matter arising out of the Joint Bookrunners' role as placing agent or otherwise in connection with the Placing and that where any such liability nevertheless arises as a matter of law Placees will immediately waive any claim against any of such persons which the relevant Placee(s) may have in respect thereof;
10. acknowledges that the Placing Shares have not been and will not be registered under the Securities Act or with any state or other jurisdiction of the United States, nor approved or disapproved by the U.S. Securities and Exchange Commission, any state securities commission in the United States or any other United States regulatory authority;
11. represents and warrants that, except as otherwise permitted by the Company that it is located outside the United States, it is not a US Person, is subscribing for Placing Shares in an "offshore transaction" (within the meaning of Regulation S) and is purchasing the Placing Shares for its own account or is purchasing the Placing Shares for an account with respect to which it exercises sole investment discretion and that it (and any such account) is located outside the United States and is not a US Person or it is a dealer or other professional fiduciary in the United States acting on a discretionary basis for non-U.S. beneficial owners (other than an estate or trust), in reliance upon Regulation S;
12. acknowledges that no representation has been made as to the availability of Rule 144 or any other exemption under the Securities Act for the reoffer, resale, pledge or transfer of the Placing Shares;
13. it is not acquiring the Placing Shares with a view to the offer, sale, resale, transfer, delivery or distribution, directly or indirectly, of any Placing Shares into the United States and, unless otherwise disclosed to the Joint Bookrunners and the Company in writing, it is not acting on a non-discretionary basis for the account or benefit of a person located within the United States at the time the undertaking to subscribe for Placing Shares is given;
14. it is not subscribing for any Placing Shares as a result of (i) any "directed selling efforts" as that term is defined in Regulation S under the Securities Act or (ii) any form of "general solicitation or general advertising" within the meaning of Regulation D under the Securities Act;
15. acknowledges that the Placing Shares have not been and will not be registered under the securities legislation of Canada, Australia, New Zealand, Japan or South Africa and, subject to certain exceptions, may not be offered, sold, taken up, renounced or delivered or transferred, directly or indirectly, within those jurisdictions and represents and warrants that, unless specifically agreed in writing with the Joint Bookrunners, neither it nor the beneficial owner of such Placing Shares will be a resident of Canada, Australia, New Zealand, Japan or South Africa;
16. represents and warrants that the issue to it, or the person specified by it for registration as holder, of Placing Shares will not give rise to a liability under any of sections 67, 70, 93 or 96 of the Finance Act 1986 (depository receipts and clearance services) and that the Placing Shares are not being acquired in connection with arrangements to issue depository receipts or to transfer Placing Shares into a clearance system;
17. represents and warrants that: (i) it has complied with its obligations under the Criminal Justice Act 1993 and the Market Abuse Regulation (Regulation 596/2014) ("MAR"); (ii) in connection with money laundering and terrorist financing, it has complied with its obligations under the Proceeds of Crime Act 2002 (as amended), the Terrorism Act 2000 (as amended), the Terrorism Act 2006 and the Money Laundering Regulations 2017; and (iii) it is not a person: (a) with whom transactions are prohibited under the Foreign Corrupt Practices Act of 1977 or any economic sanction programmes administered by, or regulations promulgated by, the Office of Foreign Assets Control of the U.S. Department of the Treasury; (b) named on the Consolidated List of Financial Sanctions Targets maintained by HM Treasury of the United Kingdom; or (c) subject to financial sanctions imposed pursuant to a regulation of the European Union or a regulation adopted by the United Nations (together, the "Regulations"); and, if making payment on behalf of a third party, that satisfactory evidence has been obtained and recorded by it to verify the identity of the third party as required by the Regulations and 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 Joint Bookrunners such evidence, if any, as to the identity or location or legal status of any person which the Joint Bookrunners may request from it in connection with the Placing (for the purpose of complying with such Regulations or ascertaining the nationality of any person or the jurisdiction(s) to which any person is subject or otherwise) in the form and manner requested by the Joint Bookrunners on the basis that any failure by it to do so may result in the number of Placing Shares that are to be purchased by it or at

its direction pursuant to the Placing being reduced to such number, or to nil, as the Joint Bookrunners may decide in its sole discretion;

18. if a financial intermediary, as that term is used in Article 5(1) of the Prospectus Regulation, represents and warrants that the Placing Shares purchased by it in the Placing will not be acquired on a non-discretionary basis on behalf of, nor will they be acquired with a view to their offer or resale to, persons in a Member State of the EEA other than Qualified Investors, or in circumstances in which the prior consent of the Joint Bookrunners has been given to the offer or resale;
19. represents and warrants that it has not offered or sold and will not offer or sell any Placing Shares to persons in the EEA prior to Admission except to persons whose ordinary activities involve them acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their business or otherwise in circumstances which have not resulted in and which will not result in an offer to the public in any member state of the EEA within the meaning of the Prospectus Regulation (including any relevant implementing measure in any member state);
20. represents and warrants that it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) relating to the Placing Shares in circumstances in which section 21(1) of the FSMA does not require approval of the communication by an authorised person;
21. represents and warrants that it has complied and will comply with all applicable provisions of the MAR with respect to anything done by it in relation to the Placing Shares in, from or otherwise involving, the United Kingdom;
22. if in a Member State of the EEA, unless otherwise specifically agreed with the Joint Bookrunners in writing, represents and warrants that it is a Qualified Investor within the meaning of the Prospectus Regulation;
23. if in the United Kingdom, represents and warrants that it is a person (i) who has professional experience in matters relating to investments falling within Article 19(1) of the Order; (ii) falling within Article 49(2)(A) to (D) ("High Net Worth Companies, Unincorporated Associations, etc.") of the Order; or (iii) to whom this Announcement may otherwise be lawfully communicated;
24. represents and warrants that it and any person acting on its behalf is entitled to acquire the Placing Shares under the laws of all relevant jurisdictions and that it has all necessary capacity and has obtained all necessary consents and authorities and taken any other necessary actions to enable it to commit to this participation in the Placing and to perform its obligations in relation thereto (including, without limitation, in the case of any person on whose behalf it is acting, all necessary consents and authorities to agree to the terms set out or referred to in this Announcement) and will honour such obligations;
25. where it is acquiring Placing Shares for one or more managed accounts, represents and warrants that it is authorised in writing by each managed account: (a) to acquire the Placing Shares for each managed account; (b) to make on its behalf the representations, warranties, acknowledgements, undertakings and agreements in this Announcement of which it forms part; and (c) to receive on its behalf any investment letter relating to the Placing in the form provided to it by the Joint Bookrunners;
26. undertakes that it (and any person acting on its behalf) will make payment to the Joint Bookrunners for the Placing Shares allocated to it in accordance with this Announcement on the due time and date set out herein and in the electronic trade confirmation of contract note stating the number of Placing Shares allocated to it and containing settlement instructions, failing which the relevant Placing Shares may be placed with other subscribers or sold as the Joint Bookrunners may in their discretion determine and without liability to such Placee and it will remain liable and will indemnify the Joint Bookrunners on demand for any shortfall below the net proceeds of such sale and the placing proceeds of such Placing Shares and may be required to bear the liability for any stamp duty or stamp duty reserve tax or security transfer tax (together with any interest or penalties due pursuant to or referred to in these terms and conditions) which may arise upon the placing or sale of such Placee's Placing Shares on its behalf;
27. acknowledges that none of the Joint Bookrunners, any of their affiliates, or any person acting on behalf of it or any of them, is making any recommendations to it, 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 treated for these purposes as a client of the Joint Bookrunners and that the Joint Bookrunners have no duties or responsibilities to it for providing the protections afforded to their clients or customers 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;
28. undertakes that the person whom it specifies for registration as holder of the Placing Shares will be (i) itself or (ii) its nominee, as the case may be. Neither the Joint Bookrunners nor the Company will be responsible for any liability to stamp duty or stamp duty reserve tax resulting from a failure to observe this requirement. Each Placee and any person acting on behalf of such Placee agrees to participate in the Placing and it agrees to indemnify the Company and the Joint

Bookrunners in respect of the same on the basis that the Placing Shares will be credited to the CREST stock account of the Joint Bookrunners who will hold them as nominee on behalf of such Placee until settlement in accordance with its standing settlement instructions;

29. acknowledges that these terms and conditions and any agreements entered into by it pursuant to these terms and conditions and any non-contractual obligations arising out of or in connection with such agreement shall be governed by and construed in accordance with the laws of England and Wales and it submits (on behalf of itself and on behalf of any person on whose behalf it is acting) to the exclusive jurisdiction of the English courts as regards any claim, dispute or matter (including non-contractual matters) arising out of any such contract, except that enforcement proceedings in respect of the obligation to make payment for the Placing Shares (together with any interest chargeable thereon) may be taken by the Company or the Joint Bookrunners in any jurisdiction in which the relevant Placee is incorporated or in which any of its securities have a quotation on a recognised stock exchange;
30. acknowledges that time shall be of the essence in respect of its obligations under this Appendix;
31. agrees that the Company, the Joint Bookrunners, and their respective affiliates and others will rely upon the truth and accuracy of the foregoing representations, warranties, acknowledgements and undertakings which are given to the Joint Bookrunners on its own behalf and on behalf of the Company and are irrevocable and are irrevocably authorised to produce this Announcement or a copy thereof to any interested party in any administrative or legal proceeding or official inquiry with respect to the matters covered hereby;
32. agrees to indemnify on an after-tax basis and hold the Company, the Joint Bookrunners and their respective affiliates harmless from any and all costs, claims, liabilities and expenses (including legal fees and expenses) arising out of or in connection with any breach of the representations, warranties, acknowledgements, agreements and undertakings in this Appendix and further agrees that the provisions of this Appendix shall survive after completion of the Placing;
33. acknowledges that no action has been or will be taken by any of the Company, the Joint Bookrunners, or any person acting on behalf of the Company or the Joint Bookrunners that would, or is intended to, permit a public offer of the Placing Shares in any country or jurisdiction where any such action for that purpose is required;
34. acknowledges that it is an institution that has knowledge and experience in financial, business and international investment matters as is required to evaluate the merits and risks of subscribing for the Placing Shares. It further acknowledges that it is experienced in investing in securities of this nature and in this sector and is aware that it may be required to bear, and it, and any accounts for which it may be acting, are able to bear, the economic risk of, and is able to sustain, a complete loss in connection with the Placing. It has relied upon its own examination and due diligence of the Company and its associates taken as a whole, and the terms of the Placing, including the merits and risks involved;
35. acknowledges that its commitment to subscribe for Placing Shares on the terms set out herein and in the trade confirmation or contract note will continue notwithstanding any amendment that may in future be made to the terms of the Placing and that Placees will have no right to be consulted or require that their consent be obtained with respect to the Company's conduct of the Placing;
36. acknowledges that the Joint Bookrunners, or any of their affiliates acting as an investor for their own account, may take up shares in the Company and in that capacity may retain, purchase or sell for its own account such shares and may offer or sell such shares other than in connection with the Placing;
37. represents and warrants that, if it is a pension fund or investment company, its purchase of Placing Shares is in full compliance with all applicable laws and regulation; and
38. to the fullest extent permitted by law, it acknowledges and agrees to the disclaimers contained in the Announcement including this Appendix.

The representations, warranties, acknowledgements and undertakings contained in this Appendix are given by the Placee to each of the Joint Bookrunners and the Company and are irrevocable and shall not be capable of termination in any circumstances.

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

incurred any such liability to UK stamp duty or stamp duty reserve tax. If this is the case, each Placee should seek its own advice and notify the Joint Bookrunners accordingly.

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

Each Placee, and any person acting on behalf of the Placee, acknowledges that neither of the Joint Bookrunners owe any fiduciary or other duties to any Placee in respect of any representations, warranties, undertakings or indemnities in the Placing Agreement.

Each Placee and any person acting on behalf of the Placee acknowledges and agrees that either or both of the Joint Bookrunners or any of their respective affiliates may, at their absolute discretion, agree to become a Placee in respect of some or all of the Placing Shares.

When a Placee or person acting on behalf of the Placee is dealing with a Joint Bookrunner, any money held in an account with a Joint 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 rules and regulations of the FCA made under the FSMA. The Placee acknowledges that the money will not be subject to the protections conferred by the client money rules; as a consequence, this money will not be segregated from either of the Joint Bookrunners' money in accordance with the client money rules and will be used by the relevant Joint Bookrunner in the course of its own business and the Placee will rank only as a general creditor of the Joint Bookrunner.

All times and dates in this Announcement may be subject to amendment. The Joint Bookrunners shall notify the Placees and any person acting on behalf of the Placees of any changes.

Past performance is no guide to future performance and persons needing advice should consult an independent financial adviser.

DEFINITIONS

The following definitions apply throughout this Announcement, including the Appendix:

"Admission"	the admission of the New Shares and EBRD Shares to trading on AIM becoming effective in accordance with the AIM Rules;
"Admission Date"	17 December 2020 (or such later date as the parties may agree, being no later than 8 January 2021);
"AIM Rules"	the AIM Rules for Companies published by the London Stock Exchange from time to time;
"AIM"	the market of that name operated by the London Stock Exchange;
"Announcement"	this announcement, including the Appendix;
"Appendix"	the appendix to this Announcement;
"Arden" or "Arden Partners"	Arden Partners plc, a public limited company incorporated in England & Wales under the registered number 04427253 and having its registered office at 5 George Road, Edgbaston, Birmingham B15 1NP, the Company's joint bookrunner and joint broker for the purposes of the Placing and Admission;
"Articles"	the articles of association of the Company (as amended from time to time);
"Bank" or "EBRD"	European Bank for Reconstruction and Development;
"Board" or "Directors"	the directors of the Company or any duly authorized committee thereof
"Bookbuild"	the accelerated bookbuilding process in respect of the Placing to be carried out by the Joint Bookrunners on behalf of the Company;
"Business Day"	any day on which banks are usually open for business in England and Wales for the transaction of sterling business, other than a Saturday, Sunday or public holiday;

"certificated" or "in certificated form"	an Ordinary Share recorded on the Company's share register as being held in certificated form (namely, not in CREST);
"Circular"	the circular in relation to the Placing and the Extraordinary General Meeting to be dispatched to Shareholders;
"Company" or "Serinus"	Serinus Energy plc;
"Conditions"	the conditions of the Placing as set out in the Placing Agreement and summarised in the Appendix to this Announcement;
"CREST"	the relevant system (as defined in the CREST Regulations being SI 2001/3755 as amended from time to time) in respect of which Euroclear UK & Ireland is the operator (as defined in the said CREST regulations);
"CREST Regulations"	the Uncertificated Securities Regulations 2001 (SI 2001/3755) as amended from time to time;
"Convertible Loan Agreement"	the Convertible Loan Agreement between the Company and EBRD (dated 20 November 2013 and as amended and restated on 27 October 2017);
"Directors"	the directors of the Company as at the date of this Announcement;
"DVP"	delivery versus payment;
"EBRD Shares"	the new Ordinary Shares subscribed for by EBRD pursuant to the terms of the Subscription Agreement;
"EEA"	the European Economic Area;
"Enlarged Issued Share Capital"	the Ordinary Shares in issue immediately following Admission, comprising the Existing Ordinary Shares and the Placing Shares;
"Existing Ordinary Shares" or "Existing Issued Share Capital"	the 239,798,375 Ordinary Shares with voting rights in issue at the date of this Announcement;
"Extraordinary General Meeting"	the extraordinary general meeting of the Company to be convened for 10.00 a.m. on 15 December 2020 or any adjournment thereof in order to consider, and if thought fit pass, the Resolution;
"Form of Proxy"	the form of proxy for use by Shareholders in relation to the Extraordinary General Meeting;
"FCA"	the Financial Conduct Authority in the UK or its successor from time to time;
"FSMA"	the Financial Services and Markets Act 2000, as amended;
"General Meeting"	the extraordinary general meeting of the Company to be convened for 10.00 a.m. on 15 December 2020 (or any adjournment of that meeting);
"Group"	the Company and its existing subsidiaries and subsidiary undertakings;
"Investor Letters"	together, the US Investor Letter and the subscription letters to be issued to any of the Directors who have notified the Company of an intention to subscribe for Ordinary Shares pursuant to the Placing;
"Joint Bookrunners"	Arden and Shore Capital;
"London Stock Exchange"	London Stock Exchange plc;
"MAR"	the Market Abuse Regulation (EU No 596/2014) and all delegated regulations, technical standards and guidance relating thereto;
"New Shares"	together, the Placing Shares and the Subscription Shares;
"Notice"	the notice of the Extraordinary General Meeting to be set out in the Circular;
"Ordinary Shares"	ordinary shares of no par value in the capital of the Company;

"Overseas Shareholders"	holders of Existing Ordinary Shares who are neither resident in, nor have a registered address in, the UK;
"pence"	pence sterling, the lawful currency of the UK;
"Placees"	means the institutional and other investors which the Joint Bookrunners shall have procured to agree to subscribe for the Placing Shares pursuant to the Placing on the terms of this Appendix;
"Placing"	the proposed placing of the Placing Shares at the Placing Price
"Placing Price"	2 pence per Placing Share;
"Placing Agreement"	the placing agreement dated 26 November between the Company and the Joint Bookrunners relating to the Placing;
"Placing Shares"	the new Ordinary Shares to be issued pursuant to the Placing;
"Proposals"	the conditional agreement with EBRD to pay USD16.5 million and issue shares pursuant to the Subscription Agreement;
"Prospectus Regulation"	Regulation (EU) 2017/1129, as amended;
"Regulation D"	Regulation D promulgated under the Securities Act;
"Regulation S"	Regulation S under the Securities Act;
"Resolution"	the special resolution to be proposed at the Extraordinary General Meeting, which will be set out in the Notice;
"Regulatory Information Service"	has the meaning given to it in the AIM Rules;
"Restricted jurisdictions"	the United States, Australia, Canada, Japan, New Zealand, South Africa and any other jurisdiction where the extension or availability of the Placing would breach any applicable law;
"Securities Act"	the United States Securities Act of 1933, as amended;
"Shareholders"	holders of Ordinary Shares;
"Shore Capital"	Shore Capital Stockbrokers Limited, a public limited company incorporated in England & Wales under the registered number 01850105 and having its registered office at Cassini House, 57 St James's Street, London SW1A 1LD, the Company's joint bookrunner for the purposes of the Placing and Admission;
"Subscription Agreement"	the Agreement dated 27 November between EBRD and the Company in relation to the Proposals;
"Subscription Shares"	the new Ordinary Shares to be issued on the terms of the Investor Letters;
"United Kingdom" or "UK"	the United Kingdom of Great Britain and Northern Ireland;
"United States" or "US"	the United States of America, its territories and possessions, any state of the United States of America and the District of Columbia and any other area subject to its jurisdiction;
"US Investor Letter"	the representation letter in the approved form to be executed by any Subscriber who is a US Person;
"US Person"	has the meaning set out in Regulation S of the Securities Act;
"£"	pounds sterling, the lawful currency of the UK; and
"WSE"	the Warsaw Stock Exchange, Poland (Polish: Gielda Papierów Wartościowych w Warszawie S.A.)