

Proposed Fundraising to raise up to £12 million

Released : 22 May 2020

RNS Number : 7391N
Open Orphan PLC
22 May 2020

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

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

22 May 2020

**Open Orphan plc
("Open Orphan", the "Company" or the "Group")
Proposed Fundraising to raise up to £12 million**

Open Orphan plc (ORPH), a rapidly growing specialist CRO pharmaceutical services company which has a focus on orphan drugs and is the world leader in the testing of vaccines and antivirals using human challenge study models, today announces its intention to raise up to £12 million (net of expenses) (the "**Fundraising**") via a placing of new Ordinary Shares ("**Placing Shares**") to institutional and other investors (the "**Placing**"), subscription of new Ordinary Shares ("**Subscription Shares**") to certain investors and an offer subscription for new Ordinary Shares by PrimaryBid ("**PrimaryBid Shares**") all at a price of 11 pence per new Ordinary Share (the "**Issue Price**").

Fundraising Highlights:

- The Group intends to conduct a Fundraising to raise up to £12 million (net of expenses) via the Placing of the Placing Shares, Subscription of the Subscription Shares and an offer for subscription of the PrimaryBid Shares all at the Issue Price.
- The Placing is to be conducted by way of an accelerated bookbuild process which will commence immediately following this Announcement and will be subject to the terms and conditions set out in Appendix I to this Announcement.
- The Company has conditionally raised approximately £80,000 (before expenses) through the Subscription of 727,272 Subscription Shares.
- The Group also intends to launch an offer for subscription to be conducted by PrimaryBid on behalf of the Company (the

"PrimaryBid Offer") on a "first come, first served" basis.

- The net proceeds of the Fundraising will be used to
 - o Maximise available Covid-19 opportunities including accelerating the development of both a seasonal coronavirus and a Covid-19 virus challenge study model to capitalise upon Group's inbound demand from Covid-19 vaccine developers globally. These challenge study models have the ability to speed up the development of a vaccine by 2-3 years;
 - o Ramp up Covid-19 antiviral testing to the Group's current capacity for 3,000 tests per day;
 - o Expand existing laboratory testing services to 3rd party pharmaceutical and biotech companies in line with our strategy of becoming a leading services provider to the growing viral, and respiratory diseases sector of the pharmaceutical industry; and
 - o Strengthen the balance sheet to enable the Group to take advantage of the significant and growing opportunities the Board believes are available.
- The Issue Price represents a premium of 3.8 per cent. to the closing price of 10.6 pence per Ordinary Share on 7 May 2020 being the date immediately before the announcement of the Quotient partnership on 11 May 2020. It represents a discount of approximately 26.4 per cent. to the closing middle market price of 14.95 pence per Ordinary Share on 21 May 2020, being the latest practicable date prior to the publication of this Announcement.

The Fundraising

The Fundraising comprises a proposed placing, an offer for subscription through PrimaryBid and subscription of new Ordinary Shares to be effected in two tranches. The first tranche of up to 44,824,000 new Ordinary Shares (the "**Firm Fundraising Shares**") will utilise the Company's existing shareholder authorities to issue the Firm Placing Shares and the Firm PrimaryBid Shares on a non-pre-emptive basis for cash (the "**Firm Fundraising**"). The second tranche of approximately 70,000,000 new Ordinary Shares (the "**Conditional Fundraising Shares**") will be conditional (amongst other things) on the passing of resolutions to grant authority to the Directors to allot the Conditional Placing Shares, Conditional PrimaryBid Shares and Subscription Shares for cash and to disapply statutory pre-emption rights at a General Meeting.

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

The Company intends to publish and send a circular (the "**Circular**") to shareholders convening the General Meeting in connection with the issue of the Conditional Fundraising Shares on or around 26 May 2020. The Circular will also be available on the Company's website: www.OpenOrphan.com.

An updated corporate presentation will be made available on the Company's website.

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

For further information please contact

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Additional information

Expected timetable of principal events

	2020
Announcement of the Fundraising	22 May
Announcement of the results of the Fundraising	22 May
Circular and Form of Proxy posted to Shareholders	26 May
First Admission of the Firm Fundraising Shares to trading on AIM and Euronext Growth and commencement of dealings	8.00 a.m. on 29 May
Expected date for CREST accounts to be credited in respect of Firm Fundraising Shares in uncertified form	29 May
Where applicable, expected date for despatch of definitive share certificated for Firm Fundraising Shares in certified form	within 14 days
Latest time and date for receipt of Forms of Proxy	11.00 a.m. on 9 June
General Meeting	11.00 a.m. on 11 June
Second Admission and dealings in the Conditional Fundraising Shares	8.00 a.m. on 12 June

Expected date for CREST accounts to be credited in respect of Conditional Fundraising Shares in uncertified form

12 June

Where applicable, expected date for despatch of definitive share certificated for Conditional Fundraising Shares in certified form

within 14 days

Information on Open Orphan

Open Orphan is a rapidly growing niche CRO pharmaceutical services company which is a world leader in the provision of viral laboratory services and the testing of vaccine and antiviral using human challenge study models. Open Orphan comprises of two commercial specialist CRO services businesses; hVIVO and Venn Life Sciences, and Open Orphan Genomic Health Data.

hVIVO is the world leader in testing the efficacy of vaccines, antivirals and respiratory disease agents using human challenge study models. hVIVO has the world leading portfolio of challenge study such models including flu, RSV, asthma, HRV, COPD and cough which have a replacement cost in excess of £25million. These studies are run from the Group's 24-bedroom quarantine clinic in London, which can be made into three zones to run three different vaccine company's challenge studies at the same time. hVIVO also has a state of the art viral laboratory that is utilised in connection with its challenge studies and on contract with third parties, including for anti-body testing.

Venn Life Sciences is an integrated drug development business which offers phase I & II clinical trials design and execution, post-trial data management, statistics, trial randomisation and regulatory expertise.

Background to and Reasons for the Fundraising

On 31 January 2020, the World Health Organisation declared a global pandemic due to the Covid-19 virus that has spread across the globe, causing different governments and countries to enforce restrictions on people movements, a stop to international travel, and other precautionary measures. This has had a widespread impact economically and a number of industries have been heavily impacted. As well as the challenges faced by other industries this has presented Open Orphan with some unique opportunities as a specialist provider to pharmaceutical companies.

There is now a global urgency to quickly and effectively develop and subsequently demonstrate effective Covid-19 vaccines, in May 2020 the World Health Organisation backed Covid-19 human challenge studies to speed up Covid-19 vaccine approvals. On 9 March 2020 the Group announced that it had commenced the development of a commercial human coronavirus challenge study model, also known as a Controlled Human Infection Model (CHIM) utilising seasonal coronavirus strains such as OC43 and 229E which are from the same family of viruses as the Covid-19 virus. Following this announcement, the Group has continued development of its Covid-19 challenge study and has opened discussions with 12 of the leading Covid-19 vaccine developers around the world. hVIVO is also now developing an attenuated Covid-19 virus challenge study model. The Group has decided to self-fund the investment to develop both of these models to ensure that it retains ownership and control of the resulting challenge model. In addition to the testing of potential vaccines and antivirals, it is expected that the challenge study models will facilitate a greater understanding of the type and durability of the immune response coronavirus infections elicit. The Board believes that, based on current discussions, the Group has as potential pipeline of up to six Covid-19 related challenge study contracts in 2020 with a further potential six contracts in 2021.

Challenge Studies

Challenge studies involve, in a controlled setting, using small numbers of volunteers removed from community exposure to other infections, the inoculation of volunteers with known doses of the challenge virus and the monitoring of the disease time course. All subjects are inoculated with virus but with some receiving a placebo and others the experimental drug to test the efficacy of the drug and obtain proof of concept data much quicker than can be achieved in the field. Challenge studies can be carried out for novel therapeutics, including vaccines, immunomodulators and antivirals, as well as new diagnostics. Challenge study models can potentially speed up vaccine development and approval by 2-3 years by testing the efficacy on human volunteers over a short period of time in a quarantine clinic.

By splitting the hVIVO 24 bed quarantine clinic into 3 zones the Group is able to run up to 3 different vaccine challenge studies concurrently. The Group typically expects a complete challenge study trial to deliver project revenues of approximately £7 million with the revenue dependent in part on the size of the trial and the number of volunteers.

Open Orphan plans to have a growing, clinical trial challenge study business and also a testing capability. The challenge study business will provide third-party laboratory services whilst also providing actual testing capability of human population groups.

The fundraising will allow the Group to provide virology and laboratory testing services to third parties, such as its recent contract with Nearmedic International Ltd. This provision of third-party laboratory services is a growth area for the Group as numerous biotechnology companies across Europe do not have their own virology laboratory. This revenue stream is in line with our strategy of becoming a leading pharma services provider to the viral, and respiratory diseases sector of the pharmaceutical industry.

Use of Proceeds

It is as a result of the recent expansion of the Group's pipeline and other recent commercial developments that the Group is looking to raise up to £12 million net of expenses. The proceeds of the Fundraising will be used to:

- a. Maximise available Covid-19 opportunities including accelerating the development of both a seasonal coronavirus and a Covid-19 virus challenge study model to capitalise upon Group's inbound demand from Covid-19 vaccine developers globally. These challenge study models have the ability to speed up the development of a vaccine by 2-3 years;
- b. Ramp up Covid-19 antiviral testing to the Group's current capacity for 3,000 tests per day;
- c. Expand existing laboratory testing services to 3rd party pharmaceutical and biotech companies in line with our strategy of becoming a leading services provider to the growing viral, and respiratory diseases sector of the pharmaceutical industry; and
- d. Strengthen the balance sheet to enable the Group to take advantage of the significant and growing opportunities the Board believes are available.

Current trading and prospects

All results provided are preliminary and subject to completion of the 2019 audit. The audit is substantially complete and Open Orphan's audited accounts for the year ended 31 December 2019 are expected to be published in late June 2020.

The Company confirms that on a proforma basis including the full year of Open Orphan and hVIVO, the Group generated revenue of €27.1 million for the year ended 31 December 2019, gross profit of €4.2 million and a normalized LBITDA of €10.1 million adjusting for depreciation, amortization, one-time and non-recurring expenses / charges.

The Group's cash and cash equivalents at 30 April 2020 was €2.6 million and debt at 30 April 2020 was €1.6 million which related to

loans arranged previously by Raglan Capital.

Since the merger of Open Orphan and hVIVO, the group has successfully integrated hVIVO and Venn Life Sciences, has reduced the Group's cost base by an annualised €5.0 million (in an addition to the €3.8 million of savings realised in 2019). Further annualised cost savings of €2.5m are expected to be implemented by year end. We have also expanded hVIVO's laboratory services and converted the hVIVO pipeline of contracts, including:

- a new contract with a European Biotech Company for the provision of a RSV human challenge study projected to deliver £3.2m in revenue all of which is expected to be recognised in 2020. If successful, it is anticipated that an additional follow-on larger pivotal challenge study will commence end Q4 2020, delivering significant further revenue and expected to be a minimum of £7m; and
- a contract with a US Biotech company for the provision of an RSV human challenge study projected to deliver £3.5 million in revenue all of which is expected to be recognised in 2020.

The Group's pipeline of potential new contracts is now in excess of £160 million and includes c.£110 million of near-term contracts within hVIVO and Venn Life Sciences along with new opportunities arising post Covid-19. This includes the delivery of Covid-19 related challenge studies, third party testing and laboratory services, and the roll out of Covid-19 antibody testing utilising the Quotient Limited system. The MosaiQ Covid-19 Antibody Microarray machine is expected to have capability to undertake up to 3,000 tests a day once fully operational, in line with expected performance as stated by Quotient Limited. The MosaiQ COVID-19 Antibody Microarray machine has demonstrated a 100% sensitivity to detect Covid-19 antibodies and a 99.8% ability to rule out the presence of Covid-19 antibodies. The Group's plan is to develop this pipeline with channel partners to secure testing volumes.

The Directors believe that the increased investment in testing capability will result in companies, such as Open Orphan, benefitting as a provider of testing services.

The Directors believe that the recent conversion of the Group's pipeline coupled with additional annualised savings of €2.5 million referred to above, and strong pipeline of work for the second half of 2020 should allow the Company to achieve its goal of being operationally profitable by Q3 2020.

The Subscription

Under the Subscription, the Company has conditionally raised approximately £80,000 (before expenses) by way of the subscription at the Issue Price of 727,272 new Ordinary Shares.

The Subscription is conditional upon (amongst other things) the Placing and Subscription Agreement not having been terminated, the passing of the Resolutions at the General Meeting and Second Admission occurring on or before 8.00 a.m. on 12 June 2020 (or such later date and/or time as the Joint Brokers and the Company may agree, being no later than 3.00 p.m. on 30 June 2020 in respect of the Conditional Fundraise).

PrimaryBid Offer

PrimaryBid intends to conduct an offer for subscription for PrimaryBid Shares on behalf of the Company on the terms set out in a separate announcement to be made by the Company immediately after this announcement.

The Firm PrimaryBid Offer is conditional upon (amongst other things) the Placing and Subscription Agreement not having been terminated and First Admission occurring on or before 8.00 a.m. on 29 May 2020 (or such later date and/or time as the Joint Brokers and the Company may agree, being no later than 3.00 p.m. on 30 June 2020 in respect of the Firm Placing).

The Conditional PrimaryBid Offer is conditional upon (amongst other things) the Placing and Subscription Agreement not having been terminated, the passing of the Resolutions at the General Meeting and Second Admission occurring on or before 8.00 a.m. on 12 June 2020 (or such later date and/or time as the Joint Brokers and the Company may agree, being no later than 3.00 p.m. on 30 June 2020 in respect of the Conditional Fundraise).

The Placing and Subscription Agreement

Pursuant to the Placing and Subscription Agreement, the Joint Brokers, as agents for the Group, have conditionally agreed to use reasonable endeavours to procure subscribers at the Issue Price for the Placing Shares.

The Joint Brokers intend to conditionally place the Placing Shares with certain institutional and other investors at the Issue Price. The Firm Placing is conditional upon (amongst other things) the Placing and Subscription Agreement not having been terminated and First Admission occurring on or before 8.00 a.m. on 29 May 2020 (or such later date and/or time as the Joint Brokers and the Company may agree, being no later than 3.00 p.m. on 30 June 2020 in respect of the Firm Placing).

The Conditional Placing is conditional upon (amongst other things) the Placing and Subscription Agreement not having been terminated, the passing of the Resolutions at the General Meeting and Second Admission occurring on or before 8.00 a.m. on 12 June 2020 (or such later date and/or time as the Joint Brokers and the Company may agree, being no later than 3.00 p.m. on 30 June 2020 in respect of the Conditional Placing).

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

The Joint Brokers (together acting in good faith) have the right to terminate the Placing and Subscription Agreement in certain circumstances prior to Second Admission, including (but not limited to): in the event that any of the warranties in the Placing and Subscription Agreement were untrue or inaccurate in any material respect, or were misleading in any respect when given or in the event of a material adverse change affecting the business, financial trading position or prospects of the Company. The Brokers shall also have a further right to terminate the Placing and Subscription Agreement, following consultation with the Company to the extent practicable, if, at any time before Second Admission there occurs any change, or development involving a prospective change, in national or international, military, diplomatic, monetary, economic, political, financial, industrial or market conditions or exchange rates or exchange controls, or any incident of terrorism or outbreak or escalation of hostilities or any declaration by the UK, the US or in any member or associate member of the European Union or elsewhere of a national emergency or war or pandemic, epidemic or any other calamity or crisis (including a significant worsening of the Covid-19 crisis in the United Kingdom) (amongst other things).

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

Fundraising Shares

The Fundraising Shares, when issued, will be fully paid and will rank *pari passu* in all respects with the existing Ordinary Shares in issue,

including the right to receive all dividends and other distributions declared, made or paid after the date of issue.

Applications will be made to the London Stock Exchange for admission of the Firm Fundraising Shares and the Conditional Fundraising Shares to trading on AIM.

Application will be made to Euronext Dublin for admission of the Firm Fundraising Shares and the Conditional Fundraising Shares to trading on Euronext Growth.

It is expected that First Admission of the Firm Fundraising Shares ("**First Admission**") will take place on or before 8.00 a.m. on 29 May 2020 and that dealings in the Firm Fundraising Shares on AIM will commence at the same time. It is expected that Second Admission of the Conditional Fundraising Shares ("**Second Admission**") and, together with First Admission "**Admission**", as the context may require) will take place on or before 8.00 a.m. on 12 June 2020 and that dealings in the Conditional Fundraising Shares on AIM will commence at the same time.

General Meeting

The General Meeting will be held at 11.00 a.m. on 11 June 2020, at which the Resolutions will be proposed for the purposes of implementing the Second Admission as follows:

Resolution 1 - an ordinary resolution to grant the Directors authority to allot shares in the Company and to grant right to subscribe for, or convert or exchange any security into shares in the Company.

Resolution 2 - a special resolution to disapply statutory pre-emption rights otherwise applicable to the Company in respect of resolution one.

IMPORTANT INFORMATION

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

NOTICE TO OVERSEAS PERSONS

This Announcement does not constitute, or form part of, a prospectus relating to the Group, nor does it constitute or contain any invitation or offer to any person, or any public offer, to subscribe for, purchase or otherwise acquire any shares in the Group or advise persons to do so in any jurisdiction, nor shall it, or any part of it form the basis of or be relied on in connection with any contract or as an inducement to enter into any contract or commitment with the Group. In particular, the Fundraising Shares have not been, and will not be, registered under the United States Securities Act of 1933 as amended or qualified for sale under the laws of any state of the United States or under the applicable laws of any of Canada, Australia, New Zealand, the Republic of South Africa or Japan and, subject to certain exceptions, may not be offered or sold in the United States or to, or for the account or benefit of, US persons (as such term is defined in Regulation S under the Securities Act) or to any national, resident or citizen of Canada, Australia, New Zealand, the Republic of South Africa or Japan.

The distribution or transmission of this Announcement and the offering of the Fundraising Shares in certain jurisdictions other than the UK may be restricted or prohibited by law or regulation. Persons distributing this Announcement must satisfy themselves that it is lawful to do so. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdiction. No action has been taken by the Group that would permit an offering of such shares or possession or distribution of this Announcement or any other offering or publicity material relating to such shares in any jurisdiction where action for that purpose is required. Persons into whose possession this Announcement comes are required by the Group to inform themselves about, and to observe, such restrictions. In particular, this announcement may not be distributed, directly or indirectly, in or into the United States, Canada, Australia, New Zealand, the Republic of South Africa or Japan. Overseas Shareholders and any person (including, without limitation, nominees and trustees), who have a contractual or other legal obligation to forward this Announcement to a jurisdiction outside the UK should seek appropriate advice before taking any action.

FORWARD-LOOKING STATEMENTS

This Announcement includes statements that are, or may be deemed to be, "forward-looking statements". These forward-looking statements can be identified by the use of forward-looking terminology, including the terms "believes", "estimates", "plans", "projects", "anticipates", "expects", "intends", "may", "will", or "should" or, in each case, their negative or other variations or comparable terminology. These forward-looking statements include matters that are not historical facts. They appear in a number of places throughout this Announcement and include statements regarding the Directors' current intentions, beliefs or expectations concerning, among other things, the Group's results of operations, financial condition, liquidity, prospects, growth, strategies and the Group's markets.

By their nature, forward-looking statements involve risk and uncertainty because they relate to future events and circumstances. Actual results and developments could differ materially from those expressed or implied by the forward-looking statements.

Forward-looking statements may and often do differ materially from actual results and are not guarantees of future performance. Any forward-looking statements in this Announcement are based on certain factors and assumptions, including the Directors' current view with respect to future events and are subject to risks relating to future events and other risks, uncertainties and assumptions relating to the Group's operations, results of operations, growth strategy and liquidity. Whilst the Directors consider these assumptions to be reasonable based upon information currently available, they may prove to be incorrect. Save as required by law or by the AIM Rules or the Euronext Growth Rules, none of the Group, Arden, finnCap, Davy nor their respective directors undertakes any obligation to publicly release the results of any revisions to any forward-looking statements in this Announcement that may occur due to any change in the Directors' expectations or to reflect events or circumstances after the date of this Announcement.

GENERAL

Arden, which is authorised and regulated by the FCA in the United Kingdom, is acting as Nomad and Joint Broker to the Group in connection with the Fundraising. Arden will not be responsible to any person other than the Group for providing the protections afforded to clients of Arden or for providing advice to any other person in connection with the Fundraising. Arden is not making any representation or warranty, express or implied, as to the contents of this Announcement. Arden has not authorised the contents of, or any part of, this Announcement, and no liability whatsoever is accepted by Arden for the accuracy of any information or opinions contained in this Announcement or for the omission of any material information.

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The Fundraising Shares will not be admitted to trading on any stock exchange other than AIM and Euronext Growth.

Nothing in this Announcement shall be effective to limit or exclude any liability for fraud or which otherwise, by law or regulation, cannot be so limited or excluded.

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

INTERPRETATION

Certain terms used in this Announcement are defined under the heading "Definitions" in Appendix II of this Announcement.

All times referred to in this Announcement are, unless otherwise stated, references to London time.

All references to legislation in this Announcement are to the legislation of England and Wales unless the contrary is indicated. Any reference to any provision of any legislation or regulation shall include any amendment, modification, re-enactment or extension thereof.

Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the feminine or neutral gender and vice versa.

APPENDIX I

TERMS AND CONDITIONS OF THE PLACING

IMPORTANT INFORMATION FOR INVITED PLACEEES ONLY REGARDING THE PLACING.

MEMBERS OF THE PUBLIC ARE NOT ELIGIBLE TO TAKE PART IN THE PLACING. THE ANNOUNCEMENT REGARDING THE PLACING AND THE TERMS AND CONDITIONS ("**TERMS AND CONDITIONS**") SET OUT HEREIN (TOGETHER, THE "**ANNOUNCEMENT**") ARE DIRECTED ONLY AT PERSONS WHOSE ORDINARY ACTIVITIES INVOLVE THEM IN ACQUIRING, HOLDING, MANAGING AND DISPOSING OF INVESTMENTS (AS PRINCIPAL OR AGENT) FOR THE PURPOSES OF THEIR BUSINESS AND WHO HAVE PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO INVESTMENTS AND ARE: (1) IF IN A MEMBER STATE OF THE EUROPEAN ECONOMIC AREA ("**EEA**"), QUALIFIED INVESTORS AS DEFINED IN ARTICLE 2(1)(e) OF DIRECTIVE 2003/71/EC AS AMENDED FROM TIME TO TIME ("**QUALIFIED INVESTORS**"), INCLUDING BY THE 2010 PROSPECTUS DIRECTIVE AMENDING DIRECTIVE (DIRECTIVE 2010/73/EC) AND TO THE EXTENT IMPLEMENTED IN THE RELEVANT MEMBER STATE (THE "**PROSPECTUS DIRECTIVE**"); (2) IF IN THE UNITED KINGDOM, INVESTORS WHO ARE QUALIFIED INVESTORS (ACTING AS PRINCIPAL OR IN CIRCUMSTANCES TO WHICH SECTION 86(2) OF FSMA APPLIES) AND WHO ARE PERSONS WHO: (A) FALL WITHIN ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005, AS AMENDED (THE "**ORDER**") (INVESTMENT PROFESSIONALS) OR (B) FALL WITHIN ARTICLE 49(2)(a) TO (d) (HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS, ETC.) OF THE ORDER (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS "**RELEVANT PERSONS**").

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

THE PLACING SHARES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "**SECURITIES ACT**") OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR JURISDICTION OF THE UNITED STATES, AND MAY NOT BE OFFERED, SOLD OR TRANSFERRED, DIRECTLY OR INDIRECTLY, IN THE UNITED STATES EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN COMPLIANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. THE PLACING SHARES ARE BEING OFFERED AND SOLD ONLY OUTSIDE THE UNITED STATES IN "**OFFSHORE TRANSACTIONS**" WITHIN THE MEANING OF, AND IN ACCORDANCE WITH, REGULATION S UNDER THE SECURITIES ACT AND OTHERWISE IN ACCORDANCE WITH APPLICABLE LAWS. NO PUBLIC OFFERING OF THE PLACING SHARES IS BEING MADE IN THE UNITED STATES OR ELSEWHERE.

THE ANNOUNCEMENT AND THE TERMS AND CONDITIONS CONTAINED HEREIN ARE RESTRICTED AND ARE NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, IN OR INTO OR FROM THE UNITED STATES, AUSTRALIA, CANADA, THE REPUBLIC OF SOUTH AFRICA OR JAPAN OR ANY OTHER JURISDICTION IN WHICH SUCH RELEASE, PUBLICATION OR DISTRIBUTION WOULD BE UNLAWFUL.

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

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

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

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

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

The Announcement (including the Terms and Conditions) should be read in its entirety. Capitalised terms not defined in these Terms and Conditions shall have the meaning given to them in the Announcement.

By participating in the Placing (such participation to be confirmed in a recorded telephone conversation with the Brokers), each person

who is invited to and who chooses to participate in the Placing (a "Placee") will be deemed to have read and understood the Announcement in its entirety, to be participating and acquiring Placing Shares on the Terms and Conditions contained herein and to be providing the representations, warranties, indemnities, acknowledgements and undertakings contained in these Terms and Conditions.

In particular, each such Placee irrevocably represents, warrants, undertakes, agrees and acknowledges (amongst other things) that:

1. it is a Relevant Person and that it will acquire, hold, manage or dispose of any Placing Shares that are allocated to it for the purposes of its business;
2. in the case of a Relevant Person in a member state of the EEA which has implemented the Prospectus Directive (each, a "Relevant Member State") who acquires any Placing Shares pursuant to the Placing:
 - (a) it is a Qualified Investor within the meaning of Article 2(1)(e) of the Prospectus Directive; and
 - (b) in the case of any Placing Shares acquired by it as a financial intermediary, as that term is used in Article 3(2) of the Prospectus Directive:
 - (i) the Placing Shares acquired by it in the Placing have not been acquired on behalf of, nor have they been acquired with a view to their offer or resale to, persons in any Relevant Member State other than Qualified Investors or in circumstances in which the prior consent of the Brokers have been given to the offer or resale; or
 - (ii) where Placing Shares have been acquired by it on behalf of persons in any Relevant Member State other than Qualified Investors, the offer of those Placing Shares to it is not treated under the Prospectus Directive as having been made to such persons; and
3. it is acquiring the Placing Shares for its own account or is acquiring the Placing Shares for an account with respect to which it exercises sole investment discretion and has the authority to make and does make the representations, warranties, indemnities, acknowledgements, undertakings and agreements contained in these Terms and Conditions; and
4. it understands (or if acting for the account of another person, such person has confirmed that such person understands) the resale and transfer restrictions set out in these Terms and Conditions; and
5. except as otherwise permitted by the Company and subject to any available exemptions from applicable securities laws, it (and any account referred to in paragraph 3 above) is outside the United States acquiring the Placing Shares in offshore transactions as defined in and in accordance with Regulation S under the Securities Act.

No prospectus

The Placing Shares are being offered to a limited number of specifically invited persons only and will not be offered in such a way as to require any prospectus or other offering document to be published. No prospectus or other offering document has been or will be submitted to be approved by the Financial Conduct Authority ("FCA") in relation to the Placing or the Placing Shares and Placees' commitments will be made solely on the basis of the information contained in the Announcement and any information publicly announced through a Regulatory Information Service (as defined in the AIM Rules for Companies (the "AIM Rules")) by or on behalf of the Company on or prior to the date of the Announcement (the "Publicly Available Information") and subject to any further terms set forth in writing in any contract note sent to an individual Placee.

Each Placee, by participating in the Placing, agrees that the content of the Announcement is exclusively the responsibility of the Company and confirms that it has neither received nor relied on any information (other than the Publicly Available Information), representation, warranty or statement made by or on behalf of the Brokers or the Company or any other person and none of the Brokers, the Company nor any other person acting on such person's behalf nor any of their respective affiliates has or shall have any liability for any Placee's decision to participate in the Placing based on any other information, representation, warranty or statement. Each Placee acknowledges and agrees that it has relied on its own investigation of the business, financial or other position of the Company in accepting a participation in the Placing. No Placee should consider any information in the Announcement to be legal, tax or business advice. Nothing in this paragraph shall exclude the liability of any person for fraudulent misrepresentation.

Details of the Placing and Subscription Agreement and the Placing Shares

The Brokers will shortly be entering into a placing and subscription agreement (the "Placing and Subscription Agreement") with the Company under which, on the terms and subject to the conditions set out in the Placing and Subscription Agreement, the Brokers, as joint agents for and on behalf of the Company, have agreed to use their reasonable endeavours to procure Placees for the Placing Shares.

The Placing Shares will, when issued, be subject to the memorandum and articles of association of the Company and credited as fully paid and will rank *pari passu* in all respects with the existing issued ordinary shares of £0.001 each ("Ordinary Shares") in the capital of the Company, including the right to receive all dividends and other distributions declared, made or paid in respect of such Ordinary Shares after the date of issue of the Placing Shares.

Application for admission to trading

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

It is expected that: (i) First Admission will take place on or around 8.00 a.m. on 29 May 2020 and that dealings in the Firm Fundraising Shares on AIM will commence at the same time; and (ii) Second Admission will take place on or around 8.00 a.m. on 12 June 2020 and that dealings in the Conditional Fundraising Shares on AIM will commence at the same time.

Principal terms of the Placing

1. The Brokers are acting bookrunners to the Placing, as agent for and on behalf of the Company.
2. Participation in the Placing will only be available to persons who may lawfully be, and are, invited by the Brokers to participate. The Brokers and any of their affiliates are entitled to participate in the Placing as principal.
3. The price per Placing Share (the "Issue Price") will be agreed between the Company and the Brokers following the date of the Placing and Subscription Agreement and as stated in the Results Announcement and the final fixed figure is payable to the relevant Broker (in each case acting as agent for the Company) by all Placees.
4. Each Placee's allocation will be determined by the relevant Broker in their discretion following consultation with the Company and will be confirmed orally by the relevant Broker. The relevant number of Placing Shares in each Placee's allocation will be allocated equally between First Admission and Second Admission.
5. Each Placee's commitment will be confirmed in and evidenced by each Broker by a recorded telephone call between representatives of each Broker and the relevant Placee (the "Recorded Call"). These Terms and Conditions will be deemed incorporated into the contract which is entered into on the Recorded Call and will be legally binding on the relevant Placee(s) on behalf of whom the commitment is made with effect from the end of the Recorded Call and, except with the relevant Broker's prior written consent, will not be capable of variation or revocation after such time. Without prejudice to the foregoing, a contract note recording each Placee's commitment will be sent to them following the Recorded Call.
6. From the end of the relevant Recorded Call, each Placee will have an immediate, separate, irrevocable and binding obligation,

owed to the relevant Broker (as agent for the Company), to pay to it (or as it may direct) in cleared funds an amount equal to the product of the Issue Price and the number of Placing Shares such Placee has agreed to acquire and the Company has agreed to allot and issue to that Placee.

7. Except as required by law or regulation, no press release or other announcement will be made by either Broker or the Company using the name of any Placee (or its agent), in its capacity as Placee (or agent), other than with such Placee's prior written consent.
8. Irrespective of the time at which a Placee's allocation(s) pursuant to the Placing is/are confirmed, settlement for all Placing Shares to be acquired pursuant to the Placing will be required to be made at the same time, on the basis explained below under "*Registration and settlement*".
9. All obligations under the Placing will be subject to fulfilment of the conditions referred to below under "*Conditions of the Placing*" and to the Placing not being terminated on the basis referred to below under "*Termination of the Placing*".
10. By participating in the Placing, each Placee will agree that its rights and obligations in respect of the Placing will terminate only in the circumstances described below and will not be capable of rescission or termination by the Placee.
11. To the fullest extent permissible by law and applicable FCA rules, neither:
 - (a) of the Brokers;
 - (b) any of their affiliates, agents, advisers, directors, officers, consultants or employees; nor
 - (c) to the extent not contained within (a) or (b), any person connected with the Brokers as defined in the FSMA ((b) and (c) being together "**affiliates**" and individually an "**affiliate**" of the Brokers),

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

Registration and settlement

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

Settlement of transactions in the Placing Shares (ISIN:GB00B9275X97) following Admission will take place within the CREST system, subject to certain exceptions. Settlement through CREST will be on a delivery versus payment basis ("**DVP**") unless otherwise notified by the relevant Broker and is expected to occur on 29 May 2020 (the "**Settlement Date**"). However, in the event of any difficulties or delays in the admission of the Placing Shares to CREST or the use of CREST in relation to the Placing, the Company and the Brokers may agree that the Placing Shares should be issued in certificated form. The Brokers reserve the right to require settlement for the Placing Shares, and to deliver the Placing Shares to Placees, by such other means as each may deem necessary if delivery or settlement to Placees is not practicable within the CREST system or would not be consistent with regulatory requirements in the jurisdiction in which a Placee is located.

Interest is chargeable daily on payments not received from Placees on or before the due date in accordance with the arrangements set out above, in respect of either CREST or certificated deliveries, at the rate of 3 percentage points above prevailing base rate of Barclays Bank plc as determined by the relevant Broker.

Each Placee is deemed to agree that if it does not comply with these obligations, the relevant Broker may sell any or all of their Placing Shares on their behalf and retain from the proceeds, for the relevant Broker's own account and benefit, an amount equal to the aggregate amount owed by the Placee plus any interest due. The relevant Placee will, however, remain liable for any shortfall below the Issue Price and for any stamp duty or stamp duty reserve tax (together with any interest or penalties) which may arise upon the sale of its Placing Shares on its behalf.

If Placing Shares are to be delivered to a custodian or settlement agent, Placees must ensure that, upon receipt, any relevant 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 United Kingdom stamp duty or stamp duty reserve tax. Placees will not be entitled to receive any fee or commission in connection with the Placing.

Conditions of the Placing

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

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

- (a) the delivery by the Company to the Brokers of certain documents required under the Placing and Subscription Agreement;
- (b) the release of the Launch Announcement through a Regulatory Information Service by not later than 8.00 am on 22 May 2020 (or such later date as is agreed in writing between the Company and each of the Brokers);
- (c) the release of the Results Announcement through a Regulatory Information Service by not later than 4.30 pm on 22 May 2020 (or such later date as is agreed in writing between the Company and the Brokers);
- (d) the Firm Placing Shares and the Firm PrimaryBid Shares having been allotted, conditional only on First Admission, by 8.00 a.m. 29 May 2020 or such later time as may be agreed between the Company and the Brokers, not being later than 5.00 p.m. on the First Long Stop Date;
- (e) the Company complying with its obligations under this Agreement in all material respects to the extent that the same fall to be performed prior to First Admission or Second Admission (as applicable);
- (f) none of the Warranties being untrue or inaccurate or misleading in any material respect at any time between the execution of this agreement and First Admission and no fact or circumstance having arisen which would render any of the Warranties untrue or inaccurate or misleading in any material respect if it was repeated as at any time up to First Admission by reference to such facts or circumstances; and
- (g) First Admission taking place not later than 8.00 am on the First Admission Target Date or such later date as is agreed in writing between the Company and the Brokers, but in any event not later than 8.00 am on the First Long Stop Date,

and, in respect of the Conditional Placing specifically, *inter alia*:

- (h) First Admission becoming effective in accordance with the AIM Rules not later than 8.00am on the First Admission Target Date or such later date as the Company and the Brokers may agree, being not later than the First Long Stop Date;
- (i) the passing of each of the Resolutions by the necessary majority at the General Meeting;
- (j) none of the Warranties being untrue or inaccurate or misleading in any material respect at any time between the execution of this agreement and Second Admission and no fact or circumstance having arisen which would render any of the Warranties untrue or inaccurate or misleading in any material respect if it was repeated as at any time up to Second Admission by reference to such facts or circumstances;
- (k) the Company allotting the Conditional Placing Shares, Conditional PrimaryBid Shares and the Subscription Shares prior to and conditional only on Second Admission, by 8.00 a.m. 12 June 2020 or such later time as may be agreed between the Company and the Brokers, not being later than 5.00 p.m. on the Second Long Stop Date; and
- (l) Second Admission becoming effective in accordance with the AIM Rules not later than 8.00am on the Second Admission Target Date or such later date as the Company and the Brokers may agree, being not later than the Second Long Stop Date.

(all conditions to the obligations of the Brokers included in the Placing and Subscription Agreement being together, the "conditions").

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

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

The Brokers may waive fulfilment of all or any of the conditions in the Placing and Subscription Agreement in whole or in part, or extend the time and/or date provided for fulfilment of one or more conditions. Any such extension or waiver will not affect Placees' commitments as set out in these Terms and Conditions.

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

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

Termination of the Placing

If at any time before Second Admission, in the opinion of the Brokers (together acting in good faith) any of the following occur, the Brokers have the right to terminate the Placing and Subscription Agreement with immediate effect (each capitalised word as defined in the Placing and Subscription Agreement unless otherwise defined in these Terms and Conditions):

- (a) any statement contained in any of the Placing Documents or any subscription agreements to be entered into between the Company and subscribers relating to the Subscription has become or been discovered to be untrue, inaccurate or misleading in any material respect or that there has been a material omission therefrom; or
- (b) any of the Warranties was, when given, untrue or inaccurate in any material respect or misleading in any respect; or
- (c) any of the Warranties is not, or has ceased to be, true and accurate in all material respects or is or has become misleading in any respect (or would not be true and accurate in all material respects or would be misleading if then repeated) by reference to the facts subsisting at the time; or
- (d) circumstances have occurred or are likely to occur which will result in any of the Warranties not being, or ceasing to be, true and accurate in all material respects and not misleading in all respects (or any of the Warranties would not be true and accurate in all material respects and not misleading if then repeated); or there has been a material (in either of the Brokers' reasonable opinion) breach by the Company of its obligations under this Agreement; or
- (e) the London Stock Exchange, the FCA or any other Agency in any jurisdiction launches or threatens to launch an investigation into the affairs of the Group;
- (f) an event or other matter (including, without limitation, any change or development in economic, financial, political, diplomatic or other market conditions or any change in any government regulation) has occurred or is likely to occur which, in the good faith opinion of the Brokers, is (or will be if it occurs) likely materially and prejudicially to affect the financial position or the business or prospects of the Company or otherwise makes it impractical or inadvisable for any of the Brokers to perform their respective obligations under this Agreement; for these purposes "market conditions" includes conditions affecting securities in the business sector in which the Company operates and conditions affecting securities generally; or
- (g) there has occurred any other crisis of international or national effect (including, but not limited to, in the opinion of the Brokers, a significant worsening of the situation relating to COVID-19 in the United Kingdom),

If, at any time before Second Admission, any of the following occur, which, in either of the Brokers' reasonable opinion (together acting in good faith), would or would be likely to prejudice materially any Group Company or the Placing, or make the success of the Placing doubtful or makes it impracticable or inadvisable to proceed with the Placing (or any part thereof), or render the creation of a market in the ordinary share capital of the Company temporarily or permanently impracticable, then either Broker (acting solely), subject as follows, will have the right, after consultation with the Company and the other Broker to the extent practicable, by notice to the Company (either in writing, or orally but then confirmed in writing) to terminate the Placing and Subscription Agreement with immediate effect (each capitalised word as defined in the Placing and Subscription Agreement unless otherwise defined in these Terms and Conditions):

- (a) any change, or development involving a prospective change, in national or international, military, diplomatic, monetary, economic, political, financial, industrial or market conditions or exchange rates or exchange controls, or any incident of terrorism or outbreak or escalation of hostilities or any declaration by the UK, the US or in any member or associate member of the European Union or elsewhere of a national emergency or war or pandemic, epidemic or any other calamity or crisis (including a significant worsening of the COVID-19 crisis in the United Kingdom); or
- (b) a suspension of trading in securities generally on the London Stock Exchange or New York Stock Exchange or trading is limited or minimum prices established on any such exchange; or
- (c) a declaration of a banking moratorium in London or by the US federal or New York State authorities or any material disruption to commercial banking or securities settlement or clearance services in the US or the UK,

If the Placing and Subscription Agreement is terminated in accordance with the above termination provisions, including (but not limited to) any non-fulfilment of the conditions, then the Brokers shall be paid the expenses payable pursuant to Clause 11 as if Admission had

occurred together with any VAT payable thereon (if applicable).

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

By participating in the Placing, each Placee agrees with the Company and the Brokers that the exercise by the Company or the Brokers of any right of termination or any other right or other discretion under the Placing and Subscription Agreement shall be within the absolute discretion of the Company or the Brokers or for agreement between the Company and the Brokers (as the case may be) and that neither the Company nor the Brokers need make any reference to such Placee and that none of the Company, the Brokers nor any of their respective affiliates, agents, advisers, directors, officers or employees shall have any liability to such Placee (or to any other person whether acting on behalf of a Placee or otherwise) whatsoever in connection with any such exercise.

By participating in the Placing, each Placee agrees that its rights and obligations terminate only in the circumstances described above and under the "*Conditions of the Placing*" section above and will not be capable of rescission or termination by it at any time after the end of the Recorded Call confirming the relevant Placee's allocation and commitment in the Placing.

Representations, warranties and further terms

By participating in the Placing, each Placee (and any person acting on such Placee's behalf) represents, warrants, acknowledges, confirms and agrees (for itself and for any such prospective Placee) that (save where the Brokers expressly agree in writing to the contrary):

1. it has read and understood the Announcement (including these Terms and Conditions) in its entirety and that its acquisition of the Placing Shares is subject to and based upon all the terms, conditions, representations, warranties, indemnities, acknowledgements, agreements and undertakings and other information contained herein and that it has not relied on, and will not rely on, any investor presentation, information given or any representations, warranties or statements made at any time by any person in connection with Admission, the Placing, the Company, the Placing Shares or otherwise, other than the information contained in the Announcement and the other Publicly Available Information;
2. it has not received a prospectus or other offering document in connection with the Placing and acknowledges that no prospectus or other offering document:
 - (a) is required under the Prospectus Directive or other applicable law; and
 - (b) has been or will be prepared in connection with the Placing;
3. the Ordinary Shares are admitted to trading on AIM, and that the Company is therefore required to publish certain business and financial information in accordance with the AIM Rules and the Market Abuse Regulation (EU Regulation No. 596/2014 (the "**MAR**")), which includes a description of the nature of the Company's business and the Company's most recent balance sheet and profit and loss account and that it is able to obtain or access such information without undue difficulty, and is able to obtain access to such information or comparable information concerning any other publicly traded company, without undue difficulty;
4. it has made its own assessment of the Placing Shares and has relied on its own investigation of the business, financial position and other aspects of the Company in accepting a participation in the Placing and neither the Brokers nor the Company nor any of their respective affiliates, agents, advisers, directors, officers or employees nor any person acting on behalf of any of them has provided, and will not provide, it with any material regarding the Placing Shares or the Company or any other person other than the information in the Announcement or the Publicly Available Information; nor has it requested the Brokers, the Company, any of their respective affiliates, agents, advisers, directors, employees or officers or any person acting on behalf of any of them to provide it with any such information;
5. neither the Brokers nor any person acting on behalf of it nor any of its affiliates, agents, directors, officers or employees has or shall have any liability for any Publicly Available Information, or any representation relating to the Company, provided that nothing in this paragraph excludes the liability of any person for any fraudulent misrepresentation made by that person;
6.
 - (a) the only information on which it is entitled to rely on and on which it has relied in committing to acquire the Placing Shares is contained in the Publicly Available Information, such information being all that it deems necessary to make an investment decision in respect of the Placing Shares and it has made its own assessment of the Company, the Placing Shares and the terms of the Placing based on the Publicly Available Information;
 - (b) neither the Brokers, nor the Company (nor any of their respective affiliates, agents, directors, officers and employees) have made any representation or warranty to it, express or implied, with respect to the Company, the Placing or the Placing Shares or the accuracy, completeness or adequacy of the Publicly Available Information;
 - (c) it has conducted its own investigation of the Company, the Placing and the Placing Shares, satisfied itself that the information is still current and relied on that investigation for the purposes of its decision to participate in the Placing; and
 - (d) it has not relied on any investigation that the Brokers or any person acting on their behalf may have conducted with respect to the Company, the Placing or the Placing Shares;
7. the content of the Announcement and the other Publicly Available Information has been prepared by and is exclusively the responsibility of the Company and that neither of the Brokers nor any persons acting on their behalf are responsible for or have or shall have any liability for any information, representation, warranty or statement relating to the Company contained in the Announcement or the other Publicly Available Information nor will they be liable for any Placee's decision to participate in the Placing based on any information, representation, warranty or statement contained in the Announcement, the other Publicly Available Information or otherwise. Nothing in these Terms and Conditions shall exclude any liability of any person for fraudulent misrepresentation;
8. it has the funds available to pay for the Placing Shares which it has agreed to acquire and acknowledges and agrees that it will pay the total subscription amount in accordance with the terms of the Announcement by the due time and date set out herein, failing which the relevant Placing Shares may be placed with other Placees or sold at such price as the Brokers determine;
9. it and/or each person on whose behalf it is participating:
 - (a) is entitled to acquire Placing Shares pursuant to the Placing under the laws and regulations of all relevant jurisdictions;
 - (b) has fully observed such laws and regulations;
 - (c) has capacity and authority and is entitled to enter into and perform its obligations as an acquirer of Placing Shares and will honour such obligations; and
 - (d) has obtained all necessary consents and authorities (including, without limitation, in the case of a person acting on behalf of a Placee, all necessary consents and authorities to agree to the terms set out or referred to in these Terms and Conditions) under those laws or otherwise and complied with all necessary formalities to enable it to enter into the transactions contemplated hereby and to perform its obligations in relation thereto and, in particular, if it is a pension fund or investment company it is

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

"THESE SECURITIES HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR UNDER THE APPLICABLE SECURITIES LAWS OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES, AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED EXCEPT (A) PURSUANT TO A REGISTRATION STATEMENT WHICH HAS BEEN DECLARED EFFECTIVE UNDER THE SECURITIES ACT, (B) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT OR (C) PURSUANT TO ANY OTHER AVAILABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND, IN EACH CASE, IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE FOREGOING, THE SECURITIES MAY NOT BE DEPOSITED INTO ANY UNRESTRICTED DEPOSITARY RECEIPT FACILITY IN RESPECT OF THE COMPANY'S SECURITIES ESTABLISHED OR MAINTAINED BY A DEPOSITARY BANK. EACH HOLDER, BY ITS ACCEPTANCE OF THESE SHARES, REPRESENTS THAT IT UNDERSTANDS AND AGREES TO THE FOREGOING RESTRICTIONS."
 18. it is not taking up the Placing Shares as a result of any "general solicitation" or "general advertising" efforts (as those terms are defined in Regulation D under the Securities Act) or any "directed selling efforts" (as such term is defined in Regulation S under the Securities Act);
 19. if located in the United States, it understands that there may be certain consequences under United States and other tax laws resulting from an investment in the Placing and it has made such investigation and has consulted its own independent advisers or otherwise has satisfied itself concerning, without limitation, the effects of United States federal, state and local income tax laws and foreign tax laws generally;
 20. it will not distribute, forward, transfer or otherwise transmit the Announcement or any part of it, or any other presentational or other materials concerning the Placing in or into or from the United States (including electronic copies thereof) to any person, and it has not distributed, forwarded, transferred or otherwise transmitted any such materials to any person;
 21. none of the Brokers, their affiliates and any person acting on behalf of any of them is making any recommendations to them or advising any of them regarding the suitability of any transactions they may enter into in connection with the Placing and that participation in the Placing is on the basis that it is not and will not be a client of the Brokers and that the Brokers have no duties or responsibilities to it for providing the protections afforded to its clients or for providing advice in relation to the Placing nor in respect of any representations, warranties, undertakings or indemnities contained in the Placing and Subscription 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;
 22. it will make payment to the relevant Broker for the Placing Shares allocated to it in accordance with these Terms and Conditions on or by the due time and date set out in the Announcement, failing which the relevant Placing Shares may be placed with others on such terms as the Brokers determine in their absolute discretion without liability to the Placée and it will remain liable for any shortfall below the net proceeds of such sale and the placing proceeds of such Placing Shares and may be required to bear any stamp duty or stamp duty reserve tax (together with any interest or penalties due pursuant to the terms set out or referred to in these Terms and Conditions) which may arise upon the sale of such Placée's Placing Shares on its behalf;
 23. its allocation (if any) of Placing Shares will represent a maximum number of Placing Shares which it will be entitled, and required, to subscribe for, and that the relevant Broker may call upon it to subscribe for a lower number of Placing Shares (if any), but in no event in aggregate more than the aforementioned maximum;
 24. no action has been or will be taken by any of the Company, the Brokers or any person acting on behalf of the Company or the Brokers that would, or is intended to, permit a public offer of the Placing Shares in the United States or in any country or jurisdiction where any such action for that purpose is required;
 25. the person who it specifies for registration as holder of the Placing Shares will be:
 - (a) the Placée; or

- (b) a nominee of the Placee, as the case may be.
26. the Brokers and the Company will not be responsible for any liability to stamp duty or stamp duty reserve tax resulting from a failure to observe this requirement. Each Placee and any person acting on behalf of such Placee agrees to acquire Placing Shares pursuant to the Placing and agrees to indemnify the Company and the Brokers in respect of the same on the basis that the Placing Shares will be allotted to a CREST stock account of the Brokers or transferred to a CREST stock account of the relevant Broker who will hold them as nominee on behalf of the Placee until settlement in accordance with its standing settlement instructions with it;
27. the allocation, allotment, issue and delivery to it, or the person specified by it for registration as holder, of Placing Shares will not give rise to a stamp duty or stamp duty reserve tax liability under (or at a rate determined under) any of sections 67, 70, 93 or 96 of the Finance Act 1986 (depository receipts and clearance services) and that it is not participating in the Placing as nominee or agent for any person or persons to whom the allocation, allotment, issue or delivery of Placing Shares would give rise to such a liability;
28. if the Placee is in the UK, the Placee is a Qualified Investor (acting as principal or in circumstances to which section 86(2) of FSMA applies) and a person: (i) who has professional experience in matters relating to investments falling within article 19(5) of the Order; or (ii) a high net worth entity falling within article 49(2)(a) to (d) of the Order; or (iii) is a person to whom this Announcement may otherwise be lawfully communicated, and in all cases is capable of being categorised as a Professional Client or Eligible Counterparty for the purposes of the Financial Conduct Authority Conduct of Business Rules;
- ;
29. it has not offered or sold and will not offer or sell any Placing Shares to persons in the United Kingdom or elsewhere in the EEA prior to the expiry of a period of six months from Admission except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their business or otherwise in circumstances which have not resulted and which will not result in an offer to the public in the United Kingdom within the meaning of section 85(1) of the FSMA or an offer to the public in any other member state of the EEA within the meaning of the Prospectus Directive;
30. if it is within the EEA (other than the United Kingdom), it is a Qualified Investor as defined in section 86(7) of the FSMA, being a person falling within Article 2(1)(e) of the Prospectus Directive;
31. it has only communicated or caused to be communicated and it will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) relating to Placing Shares in circumstances in which section 21(1) of the FSMA does not require approval of the communication by an authorised person and it acknowledges and agrees that the Announcement has not been approved by the Brokers in their capacity as authorised persons under section 21 of the FSMA and it may not therefore be subject to the controls which would apply if it was made or approved as financial promotion by an authorised person;
32. it has complied and it will comply with all applicable laws in any jurisdiction with respect to anything done by it or on its behalf in relation to the Placing Shares (including all relevant provisions of the FSMA in respect of anything done in, from or otherwise involving the United Kingdom);
33. if it is a financial intermediary, as that term is used in Article 3(2) of the Prospectus Directive (including any relevant implementing measure in any member state), the Placing Shares acquired by it in the Placing will not be acquired on a non-discretionary basis on behalf of, nor will they be acquired with a view to their offer or resale to, persons in a member state of the EEA which has implemented the Prospectus Directive other than Qualified Investors, or in circumstances in which the express prior written consent of the Brokers have been given to the offer or resale;
34. if it has received any inside information (for the purposes of the MAR and/or section 56 of the Criminal Justice Act 1993 or other applicable law) about the Company in advance of the Placing, it has not:
- (a) dealt (or attempted to deal) in the securities of the Company;
- (b) encouraged, recommended or induced another person to deal in the securities of the Company; or
- (c) unlawfully disclosed such information to any person, prior to the information being made publicly available;
35. neither the Brokers, the Company nor any of their respective affiliates, agents, advisers, directors, officers or employees nor any person acting on behalf of the Brokers or their affiliates, agents, directors, officers or employees is making any recommendations to it, advising it regarding the suitability of any transactions it may enter into in connection with the Placing nor providing advice in relation to the Placing nor in respect of any representations, warranties, acknowledgements, agreements, undertakings, or indemnities contained in the Placing and Subscription Agreement nor the exercise or performance of any of the Brokers' rights and obligations thereunder including any rights to waive or vary any conditions or exercise any termination right;
36. the Brokers and their affiliates, acting as an investor for its or their own account(s), may bid or subscribe for and/or purchase Placing Shares and, in that capacity, may retain, purchase, offer to sell or otherwise deal for its or their own account(s) in the Placing Shares, any other securities of the Company or other related investments in connection with the Placing or otherwise. Accordingly, references in the Announcement to the Placing Shares being offered, subscribed, acquired or otherwise dealt with should be read as including any offer to, or subscription, acquisition or dealing by, the Brokers and/or any of their affiliates acting as an investor for its or their own account(s). Neither the Brokers nor the Company intend to disclose the extent of any such investment or transaction otherwise than in accordance with any legal or regulatory obligation to do so;
37. it:
- (a) has complied with its obligations in connection with money laundering and terrorist financing under the Proceeds of Crime Act 2002, the Terrorism Act 2000 (as amended), the Terrorism Act 2006 and the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017;
- (b) is not a person:
- (i) with whom transactions are prohibited under the US Foreign Corrupt Practices Act of 1977 or any economic sanction programmes administered by, or regulations promulgated by, the Office of Foreign Assets Control of the U.S. Department of the Treasury;
- (ii) named on the Consolidated List of Financial Sanctions Targets maintained by HM Treasury of the United Kingdom; or
- (iii) subject to financial sanctions imposed pursuant to a regulation of the European Union or a regulation adopted by the United Nations or other applicable law,
- (all such statutes, rules and regulations referred to in the paragraph 37 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 Brokers such evidence, if any, as to the identity or location or legal status of any person which it may request from it in connection with the Placing (for the purpose of complying with the Regulations or ascertaining the nationality of any person or the jurisdiction(s) to which any person is subject or otherwise) in the form and manner requested by the Brokers on the basis that any failure by it to do so may result in the number of Placing Shares that are to be acquired by it or at its direction pursuant to the Placing being reduced to such number, or to nil, as the Brokers may decide at their sole discretion;

38. in order to ensure compliance with the Regulations, the Brokers (for themselves and as joint agents on behalf of the Company) or the Company's registrars may, in their absolute discretion, require verification of its identity. Pending the provision to the Brokers or the Company's registrars, as applicable, of evidence of identity, definitive certificates in respect of the Placing Shares may be retained at the Brokers' absolute discretion or, where appropriate, delivery of the Placing Shares to either of them in uncertificated form may be delayed at the Brokers' or the Company's registrars', as the case may be, absolute discretion. If within a reasonable time after a request for verification of identity the Brokers (for themselves and as joint agents on behalf of the Company) or the Company's registrars have not received evidence satisfactory to them, either the Brokers and/or the Company may, at their absolute discretion, terminate its commitment in respect of the Placing, in which event the monies payable on acceptance of allotment will, if already paid, be returned without interest to the account of the drawee's bank from which they were originally debited;
39. it acknowledges that its commitment to acquire Placing Shares on the Terms and Conditions will continue notwithstanding any amendment that may in future be made to the terms and conditions of the Placing and that Placees will have no right to be consulted or require that their consent be obtained with respect to the Company's or the Brokers' conduct of the Placing;
40. it has knowledge and experience in financial, business and international investment matters as is required to evaluate the merits and risks of acquiring the Placing Shares. It further acknowledges that it is experienced in investing in securities of this nature and is aware that it may be required to bear, and is able to bear, the economic risk of, and is able to sustain, a complete loss in connection with the Placing. It has relied upon its own examination and due diligence of the Company and its affiliates taken as a whole, and the terms of the Placing, including the merits and risks involved;
41. it irrevocably appoints any duly authorised officer of the Brokers as its agent for the purpose of executing and delivering to the Company and/or its registrars any documents on its behalf necessary to enable it to be registered as the holder of any of the Placing Shares which it agrees to acquire upon these Terms and Conditions;
42. the Company, the Brokers and others (including each of their respective affiliates, agents, advisers, directors, officers and employees) will rely upon the truth and accuracy of the foregoing representations, warranties, acknowledgements and agreements, which are given to the Brokers on their own behalf and on behalf of the Company and are irrevocable;
43. it is acting as principal only in respect of the Placing or, if it is acquiring the Placing Shares as a fiduciary or agent for one or more investor accounts, it is duly authorised to do so and it has full power and authority to make, and does make, the foregoing representations, warranties, acknowledgements, agreements and undertakings on behalf of each such accounts;
44. time is of the essence as regards its obligations under these Terms and Conditions;
45. any document that is to be sent to it in connection with the Placing will be sent at its risk and may be sent to it at any address provided by it to the Brokers;
46. the Placing Shares will be issued subject to these Terms and Conditions; and
47. these Terms and Conditions and all documents into which these Terms and Conditions are incorporated by reference or otherwise validly forms a part and/or any agreements entered into pursuant to these terms and conditions and all agreements to acquire Placing Shares pursuant to the Placing will be governed by and construed in accordance with English law and it submits to the exclusive jurisdiction of the English courts in relation to any claim, dispute (contractual or otherwise) or matter arising out of or in connection with such contract except that enforcement proceedings in respect of the obligation to make payment for the Placing Shares (together with interest chargeable thereon) may be taken by the Company or the Brokers in any jurisdiction in which the relevant Placee is incorporated or in which any of its securities have a quotation on a recognised stock exchange.

By participating in the Placing, each Placee (and any person acting on such Placee's behalf) agrees to indemnify and hold the Company, the Brokers and each of their respective affiliates, agents, directors, officers and employees harmless from any and all costs, claims, liabilities and expenses (including legal fees and expenses) arising out of or in connection with any breach of the representations, warranties, acknowledgements, agreements and undertakings given by the Placee (and any person acting on such Placee's behalf) in these Terms and Conditions or incurred by the Brokers, the Company or each of their respective affiliates, agents, directors, officers or employees arising from the performance of the Placee's obligations as set out in these Terms and Conditions, and further agrees that the provisions of these Terms and Conditions shall survive after the completion of the Placing.

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

The representations, warranties, acknowledgements and undertakings contained in these Terms and Conditions are given to the Brokers for themselves and on behalf of the Company and are irrevocable.

Arden and finnCap are each authorised and regulated by the FCA in the United Kingdom and are acting jointly and exclusively for the Company and no one else in connection with the Placing, and each of Arden and finnCap will not be responsible to anyone (including any Placees) other than the Company for providing the protections afforded to its clients or for providing advice in relation to the Placing or any other matters referred to in the Announcement.

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

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

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

In these Terms and Conditions any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

References to time in the Terms and Conditions are to London time, unless otherwise stated.

All times and dates in these Terms and Conditions may be subject to amendment. Placees will be notified of any changes.

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

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

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

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

APPENDIX II

DEFINITIONS

"Admission"	the First Admission and Second Admission of the relevant Fundraising Shares to trading on AIM and Euronext Growth in accordance with Rule 6 of the AIM Rules and Rule 6 of the Euronext Growth Rules respectively
"AIM"	the AIM Market of the London Stock Exchange
"AIM Rules"	the rules applicable to companies governing their admission to AIM, and following admission their continuing obligations to AIM, as set out in the AIM Rules for Companies published by the London Stock Exchange from time to time
"Announcement"	this announcement (including Appendices I and II which form part of this announcement) dated 22 May 2020
"Arden"	means Arden Partners plc, nominated adviser and joint broker to the Company
"business day"	a day (excluding Saturdays, Sundays and public holidays) on which banks are generally open for business in the City of London
"certificated" or in "certificated form"	where a share or other security is not in uncertificated form (that is, not in CREST)
"Circular"	the circular of the Company to be posted to Shareholders on or around 26 May 2020 giving (amongst other things) details of the Fundraising and incorporating the Notice of General Meeting
"Conditional Fundraise"	the Conditional Placing, the Conditional PrimaryBid Offer and the Subscription
"Conditional Fundraising Shares"	approximately 70,000,000 new Ordinary Shares comprising the Conditional Placing Shares, the Conditional PrimaryBid Shares and the Subscription Shares
"Conditional Placing"	the conditional placing by the Joint Brokers (on behalf of the Company) of the Conditional Placing Shares at the Issue Price subject to, inter alia, the passing of the Resolutions and Second Admission
"Conditional Placing Shares"	such number of new Ordinary Shares to be allotted and issued pursuant to the Conditional Placing
"Conditional PrimaryBid Offer"	the conditional offer for subscription of new Ordinary Shares to be undertaken by PrimaryBid on behalf of the Company subject to, inter alia, the passing of the Resolutions and Second Admission
"Conditional PrimaryBid Shares"	such number of new Ordinary Shares to be allotted and issued pursuant to the Conditional PrimaryBid Offer
"CREST"	the relevant system (as defined in the CREST Regulations) in respect of which Euroclear is the Operator (as defined in the CREST Regulations)

"CREST Regulations"	the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755)
"CRO"	Clinical Research Organisation
"Davy"	J&E Davy, trading as Davy, the Group's Euronext Growth Adviser
"Directors"	any member of the Company's board of directors
"EEA"	the European Economic Area
"Enlarged Issued Share Capital"	the Ordinary Shares which shall be in issue immediately following Second Admission
"Existing Shares"	the 549,038,274 Ordinary Shares in issue at the date of this document, all of which are admitted to trading on AIM
"Euro", "€"	the currency adopted by those nations participating in the third stage of the economic and monetary union provisions of the Treaty on European Union, signed at Maastricht on February 7, 1992
"Euroclear"	Euroclear UK & Ireland Limited, a company incorporated under the laws of England and Wales
"Euronext Growth"	the market of that name operated by Euronext Dublin
"Euronext Growth Rules"	the Euronext Growth Rules for Companies published by Euronext Dublin from time to time
"FCA"	the UK Financial Conduct Authority
"finnCap"	means finnCap Ltd, joint broker to Open Orphan
"First Admission"	the Admission of the Firm Placing Shares and the Firm PrimaryBid Shares
"Firm Fundraise"	the Firm Placing and Firm PrimaryBid Offer
"Firm Fundraising Shares"	Up to 44,824,000 new Ordinary Shares comprising the Firm Placing Shares and the Firm PrimaryBid Shares
"Firm Placing"	the placing of the Firm Placing Shares by the Joint Brokers (on behalf of the Company) of the Firm Placing Shares at the Issue Price
"Firm Placing Shares"	such number of Ordinary Shares, to be allotted and issued pursuant to the Firm Placing
"Firm PrimaryBid Offer"	the offer for subscription conducted by PrimaryBid of the Firm PrimaryBid Shares at the Issue Price
"Firm PrimaryBid Shares"	such number of Ordinary Shares, to be allotted and issued pursuant to the Firm PrimaryBid Offer
"Form of Proxy"	the form of proxy for use by Shareholders in connection with the General Meeting, which is enclosed with the Circular
"FSMA"	the Financial Services and Markets Act 2000 (as amended)
"Fundraising"	the proposed Placing, the PrimaryBid Offer and Subscription of new Ordinary Shares to be undertaken by Open Orphan
"Fundraising Shares"	the Firm Fundraising Shares and the Conditional Fundraising Shares
"General Meeting"	the general meeting of the Company convened for 11 a.m. on 11 June 2020 (or any adjournment thereof) at which the Resolutions will be proposed, notice of which is set out at the end of the Circular
"hVIVO"	the hVIVO business of the Group
"Issue Price"	11 pence per Fundraising Share
"Joint Brokers"	Arden and finnCap
"London Stock Exchange"	London Stock Exchange plc
"Market Abuse Regulation"	the Market Abuse Regulation (2014/596/EU) (incorporating the technical standards, delegated regulations and guidance notes, published by the European Commission, London Stock Exchange, the FCA and the European Securities and Markets Authority)
"Notice of General Meeting"	the notice of General Meeting to be sent to Shareholders
"Open Orphan" or the " Company"	Open Orphan plc
"Open Orphan Directors" or "Directors"	any member of the Open Orphan board of directors
"Open Orphan Group" or "Group"	Open Orphan and its subsidiaries and subsidiary undertakings (each as defined in the Companies Act 2006)
"Ordinary Shares"	the ordinary shares of 0.1 pence each in the capital of the Company

"Overseas Shareholders"	Shareholders of Open Orphan who are resident in, ordinarily resident in, or citizens of, jurisdictions outside the United Kingdom
"Placing"	the proposed Firm Placing and Conditional Placing to be undertaken by Open Orphan
"Placing and Subscription Agreement"	the placing and subscription agreement entered into on 22 May 2020 (and as amended and restated) between the Company, Arden and finnCap
"Placing Shares"	together, the Firm Placing Shares and the Conditional Placing Shares proposed to be issued pursuant to the Placing
"PrimaryBid"	means PrimaryBid limited, a limited company registered in England and Wales (No. 08092575) with its registered office at 21 Albemarle Street, London W1S 4BS. PrimaryBid Limited
"PrimaryBid Offer"	the proposed Firm PrimaryBid Offer and Conditional PrimaryBid offer to be undertaken by Open Orphan
"PrimaryBid Shares"	the Firm PrimaryBid Shares and the Conditional PrimaryBid Shares
"Quotient Limited"	a commercial-stage diagnostics company
"pounds", "£", "pence", "p" or "Sterling"	the lawful currency of the United Kingdom
"Registrars"	the Company's registrars, being SLC Registrars of Elder House, St Georges Business Part, Weybridge, Surrey
"Resolutions"	the resolutions to be proposed at the General Meeting and set out in the Notice of General Meeting
"Second Admission"	the Admission of the Conditional Placing Shares, the Conditional PrimaryBid Shares and the Subscription Shares
"Securities Act"	the United States Securities Act of 1933, as amended
"Subscription"	the proposed subscription of the Subscription Shares to be undertaken by Open Orphan
"Subscription Shares"	the Subscription Shares proposed to be issued pursuant to the Subscription
"UK" or "United Kingdom"	the United Kingdom of Great Britain and Northern Ireland
"uncertificated" or in "uncertificated form"	in respect of a share or other security, where that share or other security is recorded on the relevant register of the share or security concerned as being held in uncertificated form in CREST and title to which may be transferred by means of CREST
"Venn" or "Venn Life Sciences"	the Venn Life Sciences business of the Group

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