

## Press Release

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This announcement contains inside information for the purposes of Article 7 of the Market Abuse Regulation (EU) No 596/2014. The person responsible for making this announcement is Tom Brophy, Group General Counsel and Company Secretary.

**Croda International Plc**

**18 November 2020**

### **Acquisition of Iberchem expands reach into high growth fragrances and flavours market Proposed placing of ordinary shares to raise net proceeds of c.£600m**

Croda International Plc (“**Croda**”, “the **Company**” and together with its subsidiaries, “the **Group**”), the speciality chemical company that uses smart science to create high performance ingredients and technologies that improve lives, today announces that it has agreed to acquire the entire issued share capital of Fragrance Spanish Topco, S.L., trading as Iberchem (“the **acquisition**”), a leading global fragrances and flavours (“**F&F**”) company, for a total consideration of €820m (c.£736m) on a debt-free, cash-free basis. Iberchem has been majority owned by Eurazeo since 2017.

Iberchem was founded in 1985 and is headquartered in Murcia, Spain. As at August 2020, it had approximately 850 employees, 14 manufacturing facilities, 10 R&D centres and a commercial presence in 120 countries. Approximately 80% of its sales are fragrances for Personal Care and Home Care products, areas where it has a similar customer profile to Croda. A further c.20% of sales are generated by its Scentium flavours business, principally for food, pharmaceutical and oral care applications.

The acquisition constitutes a Class 2 transaction pursuant to the UK Listing Rules.

### **Strong strategic and financial rationale**

With the proven impact of fragrances on consumers’ wellbeing and their role as a key ingredient in personal care and hygiene products, the acquisition supports Croda’s Purpose of using Smart Science to Improve Lives™. It also helps drive the Group’s strategic objectives by focusing on faster growing core consumer markets, adding a new, high-growth adjacency to Croda’s existing Personal Care and Home Care businesses. The key rationale for the acquisition is as follows:

- **Iberchem has an excellent financial track record\***. It is a strong and resilient business, having grown consistently year-on-year since 2010, with a revenue CAGR of 15% over the last ten years. In 2019, the business generated €174m (c.£153m) revenue and €34m (c.£30m) EBITDA. Iberchem has continued to trade well, despite recent challenging market conditions due to COVID-19, with 2020 revenue forecast to be €187m (c.£166m) and EBITDA of €40m (c.£36m). Iberchem benefits from a stable EBITDA margin and strong cash generation, with cash conversion in excess of 80% of EBITDA for financial years 2019 and 2020 (forecast), underpinned by its capital-light business model.
- **Gives Croda access to a high growth adjacency in the global F&F market with significant exposure to emerging markets**. The global fragrance market is expected to reach an estimated US\$58.8 billion by 2024 with a CAGR of 5.6% over 2020-24 (source: Euromonitor) due to supportive market fundamentals, including a growing global middle class and increasing demand for beauty, health and hygiene products. This growth is being driven by emerging markets, notably in Latin America, Asia-Pacific, the Middle East and Africa, where Iberchem has a significant exposure, with 55% of total sales in Asia and Africa, including 25% in China, and over 80% of its sales in high-growth, emerging markets.

- **Combined business will create a new full service formulation and fragrance offering for Personal Care and Home Care.** Iberchem has an extensive portfolio of products across Personal Care (e.g. fragrances for facial care and hair care), Home Care (e.g. fragrances for surface cleaner and fabric care) and in Flavours. Croda's formulation capability will complement Iberchem's expertise, developing new ways of meeting customer needs, a service that is expected to be particularly attractive to regional, 'own-brand' and independent customers seeking a 'one stop shop' solution to their needs.
- **Significant medium and long-term revenue synergies from integrating both businesses.** The integration of Iberchem's R&D and sales team within Croda's global network will allow Croda to realise significant cross selling and other revenue synergies, which are expected to be at least €25m revenue annually by year three and €48m by year five. Iberchem will be able to leverage Croda's global network, notably in North America, and existing customer base of c.5,900 Personal Care and Home Care customers. Croda will gain access to c.3,000 Iberchem customers, particularly in certain countries in regions where the Group has historically been under-represented, such as in the Middle East, North Africa and parts of Asia and Latin America.
- **Acquisition expected to be earnings accretive in the first full financial year following completion** and strongly accretive thereafter, driven by continued strong EBITDA growth and the realisation of significant combinational synergies. The Acquisition's Return on Invested Capital (ROIC) is expected to exceed Croda's cost of capital within five years.

Furthermore, Iberchem offers a:

- **Proven, agile and responsive customer-centric model.** Iberchem has close customer proximity, with 14 manufacturing facilities around the world, strategically located to respond and adjust to customer demands. With a focus on delivering tailor-made products at speed, the business is strong in customer niches such as 'own-brand', regional and independent consumer brands, a customer profile that is aligned to Croda's own. It also benefits from a low carbon footprint and is well-placed to adapt to consumer demand for more sustainable raw materials, a potential differentiator in the market.
- **Strong customer-driven R&D focus.** Iberchem has invested in 10 state-of-the-art R&D centres and employs approximately 240 R&D technicians including 22 perfumers and nine flavourists. This supports Iberchem's significant manufacturing capability, with it producing an average of 350 new fragrance and flavour references per month. The combination of Iberchem's customer-driven R&D and its broad portfolio of fragrance and flavour references enables the company to deliver innovative, tailor-made products to its customers.
- **Continued leadership by a strong executive team with 80 years combined experience.** The business will operate as an independent entity but with extensive support from Croda, replicating the successful model the Group adopted following the acquisition of Sederma in the late 1990's (see 'Additional information on Iberchem' for further detail).

### Financing and expected timetable

The consideration will be funded via a combination of the Group's existing debt facilities and the proceeds of an equity placing, representing c.8% of Croda's issued share capital. The placing of new ordinary shares in the capital of the Company (the "**Placing Shares**") to institutional investors (the "**Placing**") is expected to raise net proceeds of c.£600m. The Placing is being conducted through an accelerated bookbuild which will be launched immediately following release of this announcement. Morgan Stanley & Co. International plc ("**Morgan Stanley**") and HSBC Bank plc ("**HSBC**") are acting as joint global co-ordinators and joint bookrunners (the "**Joint Global Co-ordinators**") in respect of the Placing and have agreed to underwrite the Placing.

In addition to the Placing, there will be an offer made by the Company on the PrimaryBid platform of new ordinary shares in the capital of the Company (the "**Retail Offer Shares**") at the Placing Price (as defined below) (the "**Retail Offer**"), to provide retail investors with an opportunity to participate. A separate announcement will be made shortly regarding the Retail Offer and its terms.

On completion, Croda's leverage is expected to increase modestly to approximately 2 times EBITDA and is expected to reduce to c.1.6 times EBITDA by the end of 2021, with the structure of the financing preserving the Group's robust financial flexibility and balance sheet strength.

The acquisition is expected to close by the end of 2020.

### Creation of Consumer Care sector

From 2021, Croda will report under four sectors – Consumer Care, Life Sciences, Performance Technologies and Industrial Chemicals. The Consumer Care sector will comprise the current Personal Care business, the Home Care business unit which currently sits within Performance Technologies, and Iberchem. Comparative financial information for 2020 will be provided in Croda's Full Year 2020 financial results, due for release in February 2021.

### Croda current trading and outlook

Trading in the second half of 2020 to the end of October was in line with expectations and the overall trading outlook for the full year remains unchanged. The full year charge for the groupwide share-based payment schemes is forecast to be higher than previously expected due to recent share price performance.

Core Business constant currency sales for the period were 1% above the prior year, excluding the impact of acquisitions, with a steady month-on-month recovery in both consumer and industrial markets. By sector, sales in Personal Care were 5% lower than the prior year, with product mix leading to modest margin dilution, as seen in the first half of the year. Sales in Performance Technologies were also 5% behind the prior year, with profitability continuing to be impacted by its higher operating leverage. Life Sciences saw 18% growth on the prior year (before acquisition benefit), reflecting a rephasing of Crop Protection sales and strong organic growth in Health Care, accompanied by continuing margin development. Regionally, constant currency sales in both North America and Latin America returned to growth year on year, whilst Europe remained behind prior year and Asia was broadly flat, with China continuing to grow.

### Steve Foots, Croda's Chief Executive Officer, commented:

"Our expansion into the fast-growing fragrances and flavours market further increases our exposure to Consumer Care markets and adds another exciting growth adjacency to Croda's market-leading position. We have known Iberchem's team for many years and their business is highly compatible with Croda's. Iberchem stands out with its significant exposure to emerging markets, extensive product portfolio well placed to adapt to sustainability trends, strong customer focus and R&D capability, and 10 year track record of consistent year-on-year growth. By bringing our businesses together, we are creating a new, full service offering to our customers in Consumer Care markets and a compelling platform from which to grow the combined business in the years ahead. We look forward to welcoming our new colleagues to Croda and leveraging our respective networks and expertise."

### \*Footnote

Source: company information, financials as per management accounts (unaudited);

(1) 2019A: including net sales contribution of Flavour Inn Corporation and Duomei from September 2019 and December 2019, respectively

(2) EBITDA including IFRS 16 impact from 2019A onwards, stock margin intercompany adjustments, and 2019A acquisitions (Flavour Inn Corporation and Duomei) proforma impact

(3) Cash conversion defined as (EBITDA – capex) / EBITDA per Iberchem definition

### Further information

A conference call for investors and analysts will be held at 0800 GMT today. A downloadable presentation will be available at [www.croda.com/investors](http://www.croda.com/investors).

Participant dial in:

+44 (0) 333 300 0804 PIN: 49610977#

A replay will be available on demand after the event at:

+44 (0) 333 300 0819 PIN: 301334370#

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## Additional information on Iberchem

Headquartered in Murcia, Spain, Iberchem has a fast-to-customer business model, with strong local sales & development teams and 14 manufacturing facilities across the world including in Spain, China, Indonesia, Colombia and Tunisia. Iberchem serves the Personal Care and Home Care industry through its fragrances division and the Food and Beverages industry through its flavours division, Scentium. Thanks to a diversified customer base of more than 3,000 customers, mainly regional and independent consumer brands, Iberchem benefits from the growth of the world's population, as well as the rise of the middle class in emerging market countries to drive a revenue CAGR of 15% since 2010.

Iberchem was founded in 1985 and since 2017 has been majority-owned by Eurazeo, an investment company, and management.

As of September 2020, Iberchem generated last twelve months (LTM) net sales of c.€179m and EBITDA of c.€38m, and had total assets of c.€508m. As a leveraged buyout, Iberchem has a leveraged balance sheet and therefore made a modest loss before tax for the full year 2019 of €0.9m.

Iberchem was founded by Ramon Fernandez, its current Chief Executive Officer, who has over 40 years' experience in the F&F industry. Jose Balibera, Chief Financial Officer, has been with Iberchem for 16 years. Olegario Monegal, General Manager, has more than 20 years' experience in the F&F industry. Iberchem will continue to be led by this management team with Ramon Fernandez committing to stay to provide continuity and a smooth transition to Croda.

This Announcement should be read in its entirety. In particular, the information provided in the "Important Notices" section of this Announcement should be read and understood.

## Important Notices

This Announcement has been issued by, and is the sole responsibility of, the Company. No representation or warranty, express or implied, is or will be made as to, or in relation to, and no responsibility or liability is or will be accepted by the Joint Global Co-ordinators 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.

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This communication is not a public offer of securities for sale in the United States. The securities referred to herein have not been and will not be registered under the U.S. Securities Act 1933, as amended (the "**Securities Act**") or under the securities laws of any state or other jurisdiction of the United States, and may not be offered or sold directly or indirectly in, into or within 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 the securities laws of any state or any other jurisdiction of the United States. The securities referred to herein may not be offered and sold within the United States except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Securities Act.

Solely for the purposes of the product governance requirements contained within: (a) EU Directive 2014/65/EU on markets in financial instruments, as amended ("**MiFID II**"); (b) Articles 9 and 10 of Commission Delegated Directive (EU) 2017/593 supplementing MiFID II; and (c) local implementing measures (together, the "**MiFID II Product Governance Requirements**"), and disclaiming all and any liability, whether arising in tort, contract or otherwise, which any 'manufacturer' (for the purposes of the MiFID II Product Governance Requirements) may otherwise have with respect thereto, the securities referred to herein have been subject to a product approval process, which has determined that such securities referred to herein are: (i) compatible with an end target market of retail investors and investors who meet the criteria of professional clients and eligible counterparties, each as defined in MiFID II; and (ii) eligible for distribution through all distribution channels as are permitted by MiFID II (the "**Target Market Assessment**"). Notwithstanding the Target Market Assessment, distributors should note that: the price of the securities referred to herein may decline and investors could lose all or part of their investment; the securities referred to herein offer no guaranteed income and no capital protection; and an investment in the securities referred to herein is compatible only with investors who do not need a guaranteed income or capital protection, who (either alone or in conjunction with an appropriate financial or other adviser) are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses that may result therefrom. The Target Market Assessment is without prejudice to the requirements of any contractual, legal or regulatory selling restrictions in relation to the Placing. Furthermore, it is noted that, notwithstanding the Target Market Assessment, each of the Joint Global Co-ordinators will only procure investors who meet the criteria of professional clients and eligible counterparties.

For the avoidance of doubt, the Target Market Assessment does not constitute: (a) an assessment of suitability or appropriateness for the purposes of MiFID II; or (b) a recommendation to any investor or group of investors to invest in, or purchase or take any other action whatsoever with respect to the securities referred to herein. Each distributor is responsible for undertaking its own target market assessment in respect of the securities referred to herein and determining appropriate distribution channels.

By participating in the Placing, each person who is invited to and who chooses to participate in the Placing (each a "**Placee**") by making an oral and legally binding offer to acquire Placing Shares will be deemed (i) to have read and understood this Announcement in its entirety, (ii) to be participating, making an offer and acquiring Placing Shares on the terms and conditions contained in Appendix 1 to this Announcement and (iii) to be providing the representations, warranties, indemnities, acknowledgements and undertakings contained in Appendix 1 to this Announcement.

Certain statements contained in this Announcement constitute "forward-looking statements" with respect to the financial condition, performance, strategic initiatives, objectives, results of operations and business of the Company and its consolidated subsidiaries and subsidiary undertakings (the "**Group**"). All statements other than statements of historical facts included in this Announcement are, or may be deemed to be, forward-looking statements. Without limitation, any statements preceded or followed by or that include the words "targets", "plans", "believes", "expects", "aims", "intends", "anticipates", "estimates", "projects", "will", "may", "would", "could" or "should", or words or terms of similar substance or the negative thereof, are forward-looking statements. Forward-looking statements include statements relating to the following: (i) future capital expenditures, expenses, revenues, earnings, synergies, economic performance, indebtedness, financial condition, dividend policy, losses and future prospects; and (ii) business and management strategies and the expansion and growth of the Company's operations. Such forward-looking statements involve risks and uncertainties that could significantly affect expected results and are based on certain key assumptions. Many factors could cause actual results, performance or achievements to differ materially from those projected or implied in any forward-looking statements. The important factors that could cause the Company's actual results, performance or achievements to differ materially from those in the forward-looking statements include, among others, the macroeconomic and other impacts of COVID-19, economic and business cycles, the terms and conditions of the Company's financing arrangements, foreign currency rate fluctuations, competition in the Company's principal markets, acquisitions or disposals of businesses or assets and trends in the Company's principal industries.

Due to such uncertainties and risks, readers are cautioned not to place undue reliance on such forward-looking statements, which speak only as of the date hereof. In light of these risks, uncertainties and assumptions, the events described in the forward-looking statements in this Announcement may not occur. The forward-looking statements contained in this Announcement speak only as of the date of this Announcement and have not been audited or otherwise independently verified. The Company, its directors and each of the Joint Global Co-ordinators each expressly disclaim any obligation or undertaking to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise, unless required to do so by applicable law or regulation, the UK Listing Rules, the Market Abuse Regulation ("**MAR**"), the Disclosure Guidance and Transparency Rules, the rules of the London Stock Exchange or the Financial Conduct Authority (the "**FCA**").

Any indication in this Announcement of the price at which ordinary shares in the capital of the Company have been bought or sold in the past cannot be relied upon as a guide to future performance. No statement in this Announcement is intended as a profit forecast or estimate for any period and no statement in this Announcement should be interpreted to mean that earnings, earnings per share or income, cash flow from operations or free cash flow for the Company, as appropriate, for the current or future years would necessarily match or exceed the historical published earnings, earnings per share or income, cash flow from operations or free cash flow for the Company.

HSBC is authorised by the Prudential Regulation Authority (the "**PRA**") and regulated in the United Kingdom by the FCA and the PRA. HSBC is registered with registered number 14259 and has its registered office at 8 Canada Square, London E14 5HQ, United Kingdom. Morgan Stanley is authorised by the PRA and regulated in the United Kingdom by the FCA and the PRA. Morgan Stanley is registered with registered number 2068222 and has its registered office at 25 Cabot Square, Canary Wharf, London E14 4QA, United Kingdom. Each of the Joint Global Co-ordinators is acting exclusively for the Company and no one else in connection with the Placing, the content of this Announcement and other matters described in this Announcement. The Joint Global Co-ordinators will not regard any other person as their respective clients in relation to the Placing, the content of this Announcement and other matters described in this Announcement and will not be responsible to anyone (including any Placees) other than the Company for providing the protections afforded to their respective clients or for providing advice to any other person in relation to the Placing, the content of this Announcement or any other matters referred to in this Announcement.

In connection with the Placing, each of the Joint Global Co-ordinators and any of their respective affiliates, acting as investors for their own account, may take up a portion of the Placing Shares in the Placing as a principal position and in that capacity may retain, purchase, sell, offer to purchase or sell for their own accounts such Placing Shares and other securities of the Company or related investments in connection with the Placing or otherwise. Accordingly, references to Placing Shares being offered, acquired, placed or otherwise dealt in should be read as including any issue or offer to, or acquisition, placing or dealing by, each of the Joint Global Co-ordinators and any of their respective affiliates acting in such capacity. In addition, each of the Joint Global Co-ordinators and any of their respective affiliates may enter into financing arrangements (including swaps, warrants or contracts for differences) with investors in connection with which each of the Joint Global Co-ordinators and any of their respective affiliates may from time to time acquire, hold or dispose of shares. None of the Joint Global Co-ordinators intend to disclose the extent of any such investment or transactions otherwise than in accordance with any legal or regulatory obligations to do so.

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## Appendix 1

### Terms and Conditions of the Placing for invited Placees only

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The Placing has not been approved and will not be approved or disapproved by the U.S. Securities and Exchange Commission, any State securities commission or any other regulatory authority in the United States, nor have any of the foregoing authorities passed upon or endorsed the merits of the Placing or the accuracy or adequacy of this Announcement. Any representation to the contrary is unlawful.

The Placing Shares may be offered in Canada only to Placees purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 *Prospectus Exemptions* or subsection 73.3(1) of the *Securities Act* (Ontario), and are permitted clients, as defined in National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*.

Subject to certain exceptions, the securities referred to in this Announcement may not be offered or sold in any Restricted Territory or to, or for the account or benefit of, a citizen or resident, or a corporation, partnership or other entity created or organised in or under the laws of a Restricted Territory.

This Announcement has been issued by, and is the sole responsibility of, the Company. No representation or warranty, express or implied, is or will be made as to, or in relation to, and no responsibility or liability is or will be accepted by either Joint Global Co-ordinator or any of their respective Affiliates, or any of their or their respective Affiliates' directors, officers, employees, agents or advisers 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 party or its advisers, and any liability therefore is expressly disclaimed.

The Joint Global Co-ordinators are acting exclusively for the Company and no-one else in connection with the Placing and are not, and will not be, responsible to anyone (including the Placees) other than the Company for providing the protections afforded to their clients nor for providing advice in relation to the Placing and/or any other matter referred to in this Announcement.

None of the Company or the Joint Global Co-ordinators or their respective Affiliates, or any of their or their respective Affiliates' directors, officers, employees, agents or advisers makes any representation or warranty, express or implied to any Placees regarding any investment in the securities referred to in this Announcement under the laws applicable to such Placees. Each Placee should consult its own advisers as to the legal, tax, business, financial and related aspects of an investment in the Placing Shares.

**By participating in the Placing, Placees (including individuals, funds or otherwise) by whom or on whose behalf a commitment to acquire Placing Shares has been given will (i) be deemed to have read and understood this Announcement, in its entirety; and (ii) be making such offer on the terms and conditions contained in this Appendix, including being deemed to be providing (and shall only be permitted to participate in the Placing on the basis that they have provided) the representations, warranties, indemnities, acknowledgements and undertakings set out herein.**

In particular each such Placee represents, warrants and acknowledges that:

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



- b) except as otherwise permitted by the Company and the Joint Global Co-ordinators and subject to any available exemptions from applicable securities laws, it and any account with respect to which it exercises sole investment discretion, is either (i) outside the United States subscribing for the Placing Shares in an offshore transaction as defined in and in accordance with Regulation S under the Securities Act or (ii) a "qualified institutional buyer" as defined in Rule 144A under the Securities Act ("**Rule 144A**"); and
- c) if it is a financial intermediary, as that term is used in Article 2(d) of the Prospectus Regulation, that it understands the resale and transfer restrictions set out in this Appendix and that any 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 circumstances which may give rise to an offer of securities to the public other than an offer or resale in a member state of the EEA to Qualified Investors or in the United Kingdom to Relevant Persons, or in circumstances in which the prior consent of the Joint Global Co-ordinators has been given to each such proposed offer or resale.

## **IMPORTANT INFORMATION FOR PLACEES ONLY REGARDING THE PLACING**

Defined terms used in this Appendix are set out in Appendix 2.

### **Bookbuild**

Following this Announcement, the Joint Global Co-ordinators will commence a bookbuilding process in respect of the Placing (the "**Bookbuild**") to determine demand for participation in the Placing by Placees. No commissions will be paid to Placees or by Placees in respect of any Placing Shares. The book will open with immediate effect following release of this Announcement. Members of the public are not entitled to participate in the Placing. This Appendix gives details of the terms and conditions of, and the mechanics of participation in, the Placing.

### **Details of the Placing Agreement and of the Placing Shares**

The Joint Global Co-ordinators are acting as placing agents, joint bookrunners and underwriters in connection with the Placing. The Joint Global Co-ordinators have entered into an agreement with the Company (the "**Placing Agreement**") under which, subject to the conditions set out therein, each of the Joint Global Coordinators has severally agreed with the Company, as agents for and on behalf of the Company to use their respective reasonable endeavours to procure Placees for the Placing Shares and to the extent that Placees are not procured, to take up the Placing Shares at a certain price, or in the event of any default by any Placee in paying the Placing Price (as defined below) in respect of any Placing Shares allotted to it, to take up such Placing Shares themselves at the Placing Price in each case in the agreed proportions as set out in the Placing Agreement.

The price per Ordinary Share at which the Placing Shares are to be placed (the "**Placing Price**") and the final number of Placing Shares will be decided at the close of the Bookbuild. The timing of the closing of the book, pricing and allocations are at the discretion of the Company and the Joint Global Co-ordinators. Details of the Placing Price and the number of Placing Shares will be announced as soon as practicable after the close of the Bookbuild.

The Placing Shares have been or will be duly authorised and will, when issued, be credited as fully paid and will rank pari passu in all respects with the existing Ordinary Shares (other than treasury shares which are non-voting and do not qualify for dividends), including the right to receive all dividends and other distributions declared, made or paid in respect of the Ordinary Shares after the date of issue. The Placing Shares will be issued free of any encumbrances, liens or other security interests.

### **Application for admission to trading**

The Company has applied to the Financial Conduct Authority (the "**FCA**") for admission of the Placing Shares and the Retail Offer Shares to the premium listing segment of the Official List of the FCA (the "**Official List**") and to London Stock Exchange plc (the "**London Stock Exchange**") for admission to trading of the Placing Shares and the Retail Offer Shares on its Main Market for listed securities ("**Admission**"). It is expected that Admission will become effective at 8.00 a.m. (London time) on 20 November 2020 (or such later date as may be agreed between the Company and the Joint Global Co-ordinators).

### **Participation in, and principal terms of, the Placing**

1. The Joint Global Co-ordinators are arranging the Placing severally, and not jointly, nor jointly and severally, as agents of the Company. Participation will only be available to persons who may lawfully be, and are, invited to

participate by either of the Joint Global Co-ordinators. Each of the Joint Global Co-ordinators and their respective Affiliates are entitled to enter bids as principal in the Bookbuild.

2. The Bookbuild will establish the Placing Price payable to the Joint Global Co-ordinators by all Placees whose bids are successful. The Placing Price and the aggregate proceeds to be raised through the Placing will be agreed between the Joint Global Co-ordinators and the Company following completion of the Bookbuild. Any discount to the market price of the Ordinary Shares will be determined in accordance with the FCA Listing Rules published pursuant to Part IV of the FSMA and applicable guidelines. The Placing Price will be announced on a Regulatory Information Service following the completion of the Bookbuild (or such later date as may be agreed between the Company and the Joint Global Co-ordinators).
3. To bid in the Bookbuild, Placees should communicate their bid by telephone or in writing to their usual sales contact at one of the Joint Global Co-ordinators. Each bid should state the number of Placing Shares which the prospective Placee wishes to acquire either at the Placing Price which is ultimately established by the Company and the Joint Global Co-ordinators or at prices up to a price limit specified in its bid. Bids may be scaled down by the Joint Global Co-ordinators on the basis referred to in paragraph 6 below.
4. The Bookbuild is expected to close no later than 6.00 p.m. (London time) on 18 November 2020, being the date of this Announcement, but may be closed earlier or later, at the discretion of the Joint Global Co-ordinators. The Joint Global Co-ordinators may, in agreement with the Company, accept bids that are received after the Bookbuild has closed.
5. Each Placee's allocation will be confirmed to Placees either orally or by email by the relevant Joint Global Co-ordinator following the close of the Bookbuild, and a contract note will be dispatched as soon as possible thereafter. Subject to paragraph 7 below, the relevant Joint Global Co-ordinator's oral confirmation to such Placee will constitute an irrevocable legally binding commitment upon such person (who will at that point become a Placee) in favour of such Joint Global Co-ordinator and the Company, under which such Placee agrees to acquire the number of Placing Shares allocated to it and to pay the relevant Placing Price on the terms and conditions set out in this Appendix and in accordance with the Company's articles of association.
6. Subject to paragraphs 2 and 3 above, the Joint Global Co-ordinators will, in effecting the Placing, agree with the Company the identity of the Placees and the basis of allocation of the Placing Shares and may scale down any bids for this purpose on such basis as it may determine. The Joint Global Co-ordinators may also, notwithstanding paragraphs 2 and 3 above and subject to the prior consent of the Company, (i) allocate Placing Shares after the time of any initial allocation to any person submitting a bid after that time and (ii) allocate Placing Shares after the Bookbuild has closed to any person submitting a bid after that time. The acceptance of offers shall be at the absolute discretion of the Joint Global Co-ordinators.
7. The allocation of Placing Shares to Placees located in the United States shall be conditional on the receipt, compliance and/or execution (as may be applicable) by each Placee of or with an investor representation letter (each an "**Investor Representation Letter**") in the form provided to it by one of the Joint Global Co-ordinators or its Affiliates.
8. A bid in the Bookbuild will be made on the terms and subject to the conditions in this Appendix and will be legally binding on the Placee on behalf of which it is made and, except with the relevant Joint Global Co-ordinator's consent, will not be capable of variation or revocation after the time at which it is submitted. Each Placee will also have an immediate, separate, irrevocable and binding obligation, owed to the relevant Joint Global Co-ordinator (as agent of the Company), to pay it (or as it may direct) in cleared funds an amount equal to the product of the Placing Price and the number of Placing Shares that such Placee has agreed to acquire. Such Placees' obligations will be owed to the Company and to the relevant Joint Global Co-ordinator. The Company shall allot such Placing Shares to each Placee following each Placee's payment to the relevant Joint Global Co-ordinator of such amount.
9. Except as required by law or regulation, no press release or other announcement will be made by either of the Joint Global Co-ordinators 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.
10. 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".

11. All obligations under the Bookbuild and Placing will be subject to fulfilment or (where applicable) waiver 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 Agreement".
12. By participating in the Bookbuild, each Placee agrees that its rights and obligations in respect of the Placing will terminate only in the circumstances described below and will not be capable of rescission or termination by the Placee after confirmation (oral or otherwise) by a Joint Global Co-ordinator.
13. To the fullest extent permissible by law, none of the Joint Global Co-ordinators, the Company or any of their respective Affiliates shall have any responsibility or liability to Placees (or to any other person whether acting on behalf of a Placee or otherwise). In particular, none of the Joint Global Co-ordinators, nor the Company, nor any of their respective Affiliates shall have any responsibility or liability (including to the extent permissible by law, any fiduciary duties) in respect of the Joint Global Co-ordinators' conduct of the Bookbuild or of such alternative method of effecting the Placing as the Joint Global Co-ordinators, their respective Affiliates and the Company may agree.

### Conditions of the Placing

The Placing is conditional upon the Placing Agreement becoming unconditional and not having been terminated in accordance with its terms. The Joint Global Co-ordinators' obligations under the Placing Agreement are conditional on certain conditions, including (without limitation):

- a) the publication by the Company of the results of the Placing on a Regulatory Information Service;
- b) the Company having complied with its obligations under the Placing Agreement (including the delivery of certain documents) or under the terms or conditions of the Placing which fall to be performed on or prior to the date of closing of the Placing save where, in the opinion of the Joint Global Co-ordinators, acting jointly and in good faith, such non-compliance is not (singly or in the aggregate) material in the context of the Placing or Admission;
- c) other than certain announcements contemplated in connection with the Placing and Admission, no supplementary announcement being required to be published in connection with the Placing prior to Admission other than would not, in the good faith opinion of the Joint Global Co-ordinators, be expected to be adverse to the Placing;
- d) each of the warranties on the part of the Company in the Placing Agreement being true and accurate and not misleading on the date of the Placing Agreement and the date of the closing of the Placing, as though they had been given and made on such dates by reference to the facts and circumstances then subsisting;
- e) the Company allotting and issuing, subject only to Admission, the Placing Shares in accordance with the Placing Agreement;
- f) Admission of the Placing Shares occurring not later than 8:00 a.m. (London time) on the date of the closing of the Placing (or such later date as the Company and the Joint Global Co-ordinators may agree in writing);
- g) the agreement dated on or about the date hereof between the Company, LH Iberchem SAS and certain individuals in connection with the acquisition by the Group of Fragrance Spanish TopCo SL (the "**Target**"), remaining in full force and effect and not having lapsed or terminated or rescinded, in each case prior to Admission (the "**Acquisition Agreement**"); and
- h) there having been no breach, alteration, revision or amendment of or to any of the terms or conditions of the Acquisition Agreement (or any document entered into pursuant to or in connection with the Acquisition Agreement) or waiver, variation, compromise or release of any obligation under the Acquisition Agreement nor the grant of any time for performance or other indulgence to any party under the Acquisition Agreement, in each case prior to Admission and which in the opinion of the Joint Global Co-ordinators, acting jointly and in good faith, is material in the context of the Placing or Admission.

If: (i) any of the conditions contained in the Placing Agreement, including (without limitation) those described above, are not fulfilled or (where applicable) waived by the Joint Global Co-ordinators by the relevant time or date specified (or such later time or date as the Company and the Joint Global Co-ordinators may agree); or (ii) the Placing Agreement is terminated in the circumstances specified below, the Placing will lapse and the Placees' rights and obligations hereunder in relation to the Placing Shares shall cease and terminate at such time and each Placee agrees that no claim can be made by it in respect thereof.

The Joint Global Co-ordinators may, at their discretion (acting jointly and in good faith) extend the time for fulfilment of all or any part of any condition or waive compliance by the Company with the whole or any part of any of the Company's obligations in relation to the conditions in the Placing Agreement save that the above conditions relating, *inter alia*, to Admission taking place, the Company allotting and/or issuing, as applicable, the Placing Shares and the publication by the Company of the results of the Placing may not be waived. Any such extension or waiver will not affect Placees' commitments as set out in this Announcement.

Neither of the Joint Global Co-ordinators nor any of their respective Affiliates, nor any of its or their respective Affiliates' directors, officers, employees, agents or advisers 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 it 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 it may make as to the satisfaction of any condition or in respect of the Placing generally and by participating in the Placing each Placee agrees that any such decision is within the absolute discretion of the Joint Global Co-ordinators.

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

### **Termination of the Placing Agreement**

The Joint Global Co-ordinators are entitled, at any time before Admission, to terminate the Placing Agreement in accordance with its terms in certain circumstances, including, *inter alia*, if: (i) any of the conditions set out in the Placing Agreement have not been satisfied or (to the extent capable of being waived) waived by the required time(s) (if any) or have become incapable of satisfaction; (ii) there has been a breach by the Company of any of the warranties contained in the Placing Agreement (ii) there has been a breach by the Company of any undertakings or covenants contained in the Placing Agreement which, in the opinion of the Joint Global Co-ordinators, acting jointly and in good faith, is material in the context of Admission or the Placing; (iii) in the opinion of the Joint Global Co-ordinators, acting jointly and in good faith, there has been a Material Adverse Change or an Enlarged Group Material Adverse Change whether or not foreseeable at the date of the Placing Agreement; (iv) the applications for Admission are withdrawn or refused by the FCA or the London Stock Exchange; (v) a statement published by the Company in relation to the Placing is or has become untrue, incorrect or misleading, or any matter has arisen which would, if the statements published by the Company in relation to the Placing were to be issued at that time, constitute an inaccuracy or omission therefrom, in each case which the Joint Global Co-ordinators, acting jointly and in good faith, consider to be material and adverse in the context of the Placing or Admission; or (vi) where any of the following events have occurred and the effect of which is such as to make it, in the opinion of the Joint Global Co-ordinators, acting jointly and in good faith, impracticable or inadvisable to proceed with the Placing, to enforce contracts for the sale of the Placing Shares or may adversely impact dealing in Ordinary Shares following Admission: a Material Adverse Change in the United States, the United Kingdom or in any member of the European Union or the international financial markets international financial markets; any outbreak or escalation of hostilities, war, act of terrorism, declaration of emergency or martial law or other calamity or crisis or event or any change or development involving a prospective change in national or international political, financial, economic, monetary or market conditions or currency exchange rates or exchange controls; a suspension or limitation to trading in any securities of the Company or to trading generally on the New York Stock Exchange, the NASDAQ National Market or the London Stock Exchange; a material disruption in commercial banking or securities settlement or clearance; any adverse change or a publicly announced prospective adverse change in taxation (not being a change announced prior to the date of the Placing Agreement) the effect of which is or will be to materially adversely affect the Shares or the transfer thereof, or exchange controls having been imposed by the United States, the United Kingdom or any member of the European Union; or declaration of a banking moratorium by the United States, the United Kingdom or any member of the European Union.

By participating in the Placing, Placees agree that the exercise by the Joint Global Co-ordinators of any right of termination or other discretion under the Placing Agreement shall be within the absolute discretion of the Company or the Joint Global Co-ordinators or for agreement between the Company and the Joint Global Co-ordinators (as the case may be) and that neither the Company nor the Joint Global Co-ordinators need make any reference to, or consultation with, Placees and that neither they nor any of their respective Affiliates, agents, directors, officers or employees shall have any liability to Placees whatsoever in connection with any such exercise.

### **No prospectus**

No offering document, prospectus or admission document has been or will be prepared or submitted to be approved by the FCA (or any other authority) in relation to the Placing, and Placees' commitments will be made solely on the basis of publicly available information taken together with the information contained in this Announcement, and any Exchange Information (as defined below) previously published by or on behalf of the Company simultaneously with or prior to the date of this

Announcement and subject to the further terms set forth in the contract note (referred to in paragraph 5 above under "Participation in, and principal terms of, the Placing") to be provided to individual prospective Placees.

Each Placee, by participating in the Placing, agrees that the content of this Announcement and the publicly available information released by or on behalf of the Company is exclusively the responsibility of the Company and confirms to the Joint Global Co-ordinators and the Company that it has neither received nor relied on any other information, representation, warranty, or statement made by or on behalf of the Company (other than publicly available information) or the Joint Global Co-ordinators or their respective Affiliates or any other person and neither of the Joint Global Co-ordinators or the Company, or any of their respective Affiliates or any other person will be liable for any Placee's decision to participate in the Placing based on any other information, representation, warranty or statement which the Placees may have obtained or received (regardless of whether or not such information, representation, warranty or statement was given or made by or on behalf of any such persons). By participating in the Placing, each Placee acknowledges and agrees that it has relied on its own investigation of the business, financial or other position of the Company in making an offer to participate in the Placing.

### **Lock-up**

The Company has undertaken to the Joint Global Co-ordinators that, between the date of the Placing Agreement and 180 calendar days after the Closing Date, it will not, without the prior written consent of the Joint Global Co-ordinators enter into certain transactions involving or relating to the Ordinary Shares, subject to certain customary carve-outs agreed between the Joint Global Co-ordinators and the Company.

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

### **Registration and settlement**

Settlement of transactions in the Placing Shares (ISIN: GB00BJFFLV09) following Admission will take place within the relevant system administered by Euroclear ("**CREST**"), using the delivery versus payment mechanism, subject to certain exceptions. Subject to certain exceptions, the Joint Global Co-ordinators and the Company reserve the right to require settlement for, and delivery of, the Placing Shares to Placees by such other means that they deem necessary if delivery or settlement is not practicable in CREST within the timetable set out in this Announcement or would not be consistent with the regulatory requirements in the Placee's jurisdiction.

Following the close of the Bookbuild for the Placing, each Placee allocated Placing Shares in the Placing will be sent a contract note stating the number of Placing Shares to be allocated to it at the Placing Price, the aggregate amount owed by such Placee to the Joint Global Co-ordinators and settlement instructions. Placees should settle against Morgan Stanley CREST Participant CREST ID: 50703 Member Account ID: FIRM. It is expected that such contract note will be despatched on or around 18 November 2020 and that this will also be the trade date.

Each Placee agrees that it will do all things necessary to ensure that delivery and payment is completed in accordance with either the standing CREST or certificated settlement instructions that it has in place with the relevant Joint Global Co-ordinator.

The Company will deliver the Placing Shares to a CREST account operated by Morgan Stanley as agent for the Company and Morgan Stanley will enter its delivery (DEL) instruction into the CREST system. Morgan Stanley will hold any Placing Shares delivered to this account as nominee for the Placees. The input to CREST by a Placee of a matching or acceptance instruction will then allow delivery of the relevant Placing Shares to that Placee against payment.

It is expected that settlement will be on 20 November 2020 on a T+2 basis in accordance with the instructions given to the Joint Global Co-ordinators.

Interest is chargeable daily on payments not received from Placees on the due date in accordance with the arrangements set out above at the rate of two percentage points above LIBOR as determined by the Joint Global Co-ordinators.

Each Placee agrees that, if it does not comply with these obligations, the Joint Global Co-ordinators may subscribe for and retain such shares as principal or may sell any or all of the Placing Shares allocated to that Placee. The relevant Placee will, however remain liable for any shortfall below the aggregate amount owed by it and shall be required to bear any stamp duty, stamp duty reserve tax or other stamp, securities, transfer, registration, execution, documentary or other similar impost, duty

or tax (together with any interest or penalties) which may arise upon the sale of such Placing Shares. The foregoing is without prejudice to any cause of action the Joint Global Co-ordinators may have against a defaulting Placee. If Placing Shares are to be delivered to a custodian or settlement agent, Placees should ensure that the 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 to as provided below, be so registered free from any liability to UK stamp duty or UK stamp duty reserve tax. If there are any circumstances in which any other stamp duty or stamp duty reserve tax (and/or any interest, fines or penalties relating thereto) is payable in respect of the allocation, allotment, issue or delivery of the Placing Shares (or for the avoidance of doubt if any stamp duty or stamp duty reserve tax is payable in connection with any subsequent transfer of or agreement to transfer Placing Shares), neither the Joint Global Co-ordinators nor the Company shall be responsible for the payment thereof.

## Representations and warranties

By participating in the Placing each Placee (and any person acting on such Placee's behalf) irrevocably acknowledges, confirms, undertakes, represents, warrants and agrees (as the case may be) with the Joint Global Co-ordinators (in their capacity as joint bookrunners and as placing agents of the Company in respect of the Placing) and the Company, in each case as a fundamental term of its application for Placing Shares, the following:

1. it has read and understood this Announcement, including this Appendix, in its entirety and that its subscription for and purchase of 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 undertakes not to redistribute or duplicate this Announcement and that it has not relied on, and will not rely on, any information given or any representations, warranties or statements made at any time by any person in connection with Admission, the Bookbuild, the Placing, the Company, the Placing Shares or otherwise;
2. that no offering document or prospectus or admission document has been or will be prepared in connection with the Placing or is required under the Prospectus Regulation and it has not received and will not receive a prospectus, admission document or other offering document in connection with the Bookbuild, the Placing or the Placing Shares;
3. that certain Ordinary Shares are admitted to trading on the London Stock Exchange and that the Company is therefore required to publish certain business and financial information in accordance with MAR and the rules and practices of the London Stock Exchange and/or the FCA (collectively, the "**Exchange Information**"), which includes a description of the nature of the Company's business and the Company's most recent balance sheet and profit and loss account, and similar statements for preceding financial years and that it has reviewed such Exchange Information and that it is able to obtain or access such Exchange Information;
4. that neither of the Joint Global Co-ordinators, nor the Company nor any of their respective Affiliates nor any person acting on behalf of any of them has provided, and none of them will provide, it with any material or information regarding the Placing Shares, the Bookbuild, the Placing or the Company or any other person other than this Announcement, nor has it requested any of the Joint Global Co-ordinators, the Company, or any of their respective Affiliates nor any person acting on behalf of any of them to provide it with any such material or information;
5. unless otherwise specifically agreed with the Joint Global Co-ordinators, that they are not, and at the time the Placing Shares are acquired, neither it nor the beneficial owner of the Placing Shares will be, a resident of a Restricted Territory or any other jurisdiction in which it would be unlawful to make or accept an offer to acquire the Placing Shares, and further acknowledges that the Placing Shares have not been and will not be registered or otherwise qualified, for offer and sale nor will an offering document, prospectus or admission document be cleared or approved in respect of any of the Placing Shares under the securities legislation of the United States or any other Restricted Territory and, subject to certain exceptions, may not be offered, sold, transferred, delivered or distributed, directly or indirectly, in, into or within those jurisdictions or in any country or jurisdiction where any such action for that purpose is required;
6. that the content of this Announcement is exclusively the responsibility of the Company and that neither of the Joint Global Co-ordinators or any of their respective Affiliates or any person acting on their behalf has or shall have any responsibility or liability for any information, representation or statement contained in this Announcement or any information previously or subsequently published by or on behalf of the Company, including, without limitation, any Exchange Information, and will not be liable for any Placee's decision to participate in the Placing based on any information, representation or statement contained in this Announcement or any information previously published by or on behalf of the Company or otherwise. Each Placee further represents, warrants and agrees that the only



information on which it is entitled to rely and on which such Placee has relied in committing itself to acquire the Placing Shares is contained in this Announcement and any Exchange Information, such information being all that it deems necessary to make an investment decision in respect of the Placing Shares, and that it has neither received nor relied on any other information given or investigations, representations, warranties or statements made by the Joint Global Co-ordinators or the Company and neither of the Joint Global Co-ordinators or the Company will be liable for any Placee's decision to accept an invitation to participate in the Placing based on any other information, representation, warranty or statement. Each Placee further acknowledges and agrees that it has relied on its own investigation, examination and due diligence of the business, financial or other position of the Company in deciding to participate in the Placing and that neither of the Joint Global Co-ordinators or any of their Affiliates have made any representations to it, express or implied, with respect to the Company, the Bookbuild, the Placing and the Placing Shares or the accuracy, completeness or adequacy of the Exchange Information, and each of them expressly disclaims any liability in respect thereof;

7. that it has not relied on any information relating to the Company contained in any research reports prepared by the Joint Global Co-ordinators, any of their respective Affiliates or any person acting on the Joint Global Co-ordinators or any of their respective Affiliates' behalf and understands that (i) neither of the Joint Global Co-ordinators or any of their respective Affiliates nor any person acting on their behalf has or shall have any liability for public information or any representation; (ii) neither of the Joint Global Co-ordinators or any of their respective Affiliates nor any person acting on their behalf has or shall have any liability for any additional information that has otherwise been made available to such Placee, whether at the date of publication, the date of this Announcement or otherwise; and that (iii) neither of the Joint Global Co-ordinators or any of their respective Affiliates nor any person acting on their behalf makes any representation or warranty, express or implied, as to the truth, accuracy or completeness of such information, whether at the date of publication, the date of this Announcement or otherwise;
8. that 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 liability 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 to whom the allocation, allotment, issue or delivery of the Placing Shares would give rise to such a liability and that the Placing Shares are not being acquired in connection with arrangements to issue depository receipts or to issue or transfer Placing Shares into a clearance service;
9. that it acknowledges that no action has been or will be taken by the Company, the Joint Global Co-ordinators or any person acting on behalf of the Company or the Joint Global Co-ordinators that would, or is intended to, permit a public offer of the Placing Shares in any country or jurisdiction where any such action for that purpose is required;
10. that it and any person acting on its behalf is entitled to acquire the Placing Shares under the laws of all relevant jurisdictions which apply to it and that it has fully observed such laws and obtained all such governmental and other guarantees, permits, authorisations, approvals and consents which may be required thereunder and complied with all necessary formalities and that it has not taken any action or omitted to take any action which will or may result in the Joint Global Co-ordinators, the Company or any of their respective Affiliates acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Placing;
11. that it (and any person acting on its behalf) has all necessary capacity and has obtained all necessary consents and authorities to enable it to commit to its participation in the Placing and to perform its obligations in relation thereto (including, without limitation, in the case of any person on whose behalf it is acting, all necessary consents and authorities to agree to the terms set out or referred to in this Announcement) and will honour such obligations;
12. that it has complied with its obligations under the Criminal Justice Act 1993, MAR and in connection with money laundering and terrorist financing under the Proceeds of Crime Act 2002 (as amended), the Terrorism Act 2000, the Anti-Terrorism Crime and Security Act 2001, the Terrorism Act 2006, the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and the Money Laundering Sourcebook of the FCA and any related or similar rules, regulations or guidelines issued, administered or enforced by any government agency having jurisdiction in respect thereof (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. If within a reasonable time after a request for verification of identity, the Joint Global Co-ordinators have not received such satisfactory evidence, the Joint Global Co-ordinators may, in their absolute discretion, terminate the Placee's Placing participation in which event all funds delivered by the Placee to the Joint Global Co-ordinators will be returned without interest to the account of the drawee bank or CREST account from which they were originally debited;

13. that it is acting as principal only in respect of the Placing or, if it is acting for any other person: (i) it is duly authorised to do so and has full power to make, and does make, the acknowledgments, representations and agreements herein on behalf of each such person; and (ii) it is and will remain liable to the Joint Global Co-ordinators and the Company for the performance of all its obligations as a Placee in respect of the Placing (regardless of the fact that it is acting for another person);
14. if in a member state of the EEA and except as disclosed in this Announcement under "Details of the Placing", that it is a "Qualified Investor" within the meaning of Article 2(e) of the Prospectus Regulation;
15. if in the United Kingdom, that it is a Qualified Investor: (i) who falls within the definition of "investment professional" in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the "Order") or (ii) who falls within Article 49(2)(a) to (d) ("High Net Worth Companies, Unincorporated Associations, etc") of the Order or (iii) to whom this Announcement may otherwise lawfully be communicated and it undertakes that it will acquire, hold, manage and (if applicable) dispose of any Placing Shares that are allocated to it for the purposes of its business only;
16. if in Canada, that it is purchasing, or deemed to be purchasing, as principal and is an accredited investor, as defined in National Instrument 45-106 Prospectus Exemptions or subsection 73.3(1) of the Securities Act (Ontario), and a permitted client, as defined in National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations;
17. that it acknowledges that the Placing Shares are not being offered pursuant to the prospectus requirement of Canadian securities legislation and, accordingly, any resale of the Placing Shares by a Placee in Canada must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable Canadian securities laws;
18. that it will not distribute, forward, transfer or otherwise transmit this Announcement or any part of it, or any other presentation or other materials concerning the Placing, in or into 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;
19. where it is acquiring the Placing Shares for one or more managed accounts, it represents, warrants and undertakes that it is authorised in writing by each managed account to acquire the Placing Shares for each managed account and it has full power to make the acknowledgements, representations and agreements herein on behalf of each such account;
20. that if it is a pension fund or investment company, it represents, warrants and undertakes that its acquisition of Placing Shares is in full compliance with applicable laws and regulations;
21. if it is acting as a financial intermediary, as that term is used in Article 2(d) of the Prospectus Regulation, that the Placing Shares acquired for by it in the Placing will not be acquired for on a non-discretionary basis on behalf of, nor will they be acquired for with a view to their offer or resale to, persons in a member state of the EEA other than Qualified Investors or persons in the United Kingdom other than Relevant Persons, or in circumstances in which the prior consent of the Joint Global Co-ordinators and the Company has been given to the proposed offer or resale;
22. that it has not offered or sold and, prior to the expiry of a period of six months from Admission, will not offer or sell any Placing Shares to persons in the United Kingdom, except to Relevant Persons 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 FSMA;
23. that any offer of Placing Shares may only be directed at persons in member states of the EEA or the United Kingdom who are Qualified Investors and represents, warrants and undertakes that it has not offered or sold and will not offer or sell any Placing Shares to persons in the EEA or the United Kingdom prior to Admission except to Qualified Investors or otherwise in circumstances which have not resulted in and which will not result in an offer to the public in any member state of the EEA or the United Kingdom within the meaning of the Prospectus Regulation;
24. that it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of FSMA) relating to the Placing Shares in circumstances in which section 21(1) of FSMA does not require approval of the communication by an authorised person;

25. that it has complied and will comply with all applicable laws (including all relevant provisions of the FSMA) with respect to anything done by it in relation to the Placing Shares in respect of anything done in, from or otherwise involving, the United Kingdom;
26. if it has received any inside information about the Company in advance of the Placing, it has not: (i) dealt in the securities of the Company; (ii) encouraged or required another person to deal in the securities of the Company; or (iii) disclosed such information to any person except as permitted by the MAR, prior to the information being made publicly available;
27. that (i) it (and any person acting on its behalf) has capacity and authority and is otherwise entitled to purchase the Placing Shares under the laws of all relevant jurisdictions which apply to it; (ii) it has paid any issue, transfer or other taxes due in connection with its participation in any territory; (iii) it has not taken any action which will or may result in the Company, the Joint Global Co-ordinators, any of their respective Affiliates or any person acting on their behalf being in breach of the legal and/or regulatory requirements and/or any anti-money laundering requirements of any territory in connection with the Placing; and (iv) that the subscription for and purchase of the Placing Shares by it or any person acting on its behalf will be in compliance with applicable laws and regulations in the jurisdiction of its residence, the residence of the Company, or otherwise;
28. that it (and any person acting on its behalf) will make payment for the Placing Shares allocated to it in accordance with this Announcement on the due time and date set out herein against delivery of such Placing Shares to it, failing which the relevant Placing Shares may be placed with other Placees, subscribed for or sold as the Joint Global Co-ordinators may in their absolute discretion determine (subject to the allocation policies agreed with the Company) and without liability to such Placee. It will, however, remain liable for any shortfall below the net proceeds of such sale and the placing proceeds of such Placing Shares and may be required to bear any stamp duty or stamp duty reserve tax (together with any interest or penalties) due pursuant to the terms set out or referred to in this Announcement which may arise upon the sale of such Placee's Placing Shares on its behalf;
29. that its allocation (if any) of Placing Shares will represent a maximum number of Placing Shares to which it will be entitled, and required, to acquire, and that the Joint Global Co-ordinators or the Company may call upon it to acquire a lower number of Placing Shares (if any), but in no event in aggregate more than the aforementioned maximum;
30. that neither of the Joint Global Co-ordinators nor any of their respective Affiliates nor any person acting on their behalf, is making any recommendations to it, or advising it regarding the suitability or merits of any transactions it may enter into in connection with the Placing and that participation in the Placing is on the basis that it is not and will not be a client of the Joint Global Co-ordinators and that the Joint Global Co-ordinators do not have any duties or responsibilities to it for providing the protections afforded to their respective clients or customers or for providing advice in relation to the Placing nor in respect of any representations, warranties, undertakings or indemnities contained in the Placing Agreement nor for the exercise or performance of any of the Joint Global Co-ordinators' rights and obligations thereunder including any rights to waive or vary any conditions or exercise any termination right;
31. that the person whom it specifies for registration as holder of the Placing Shares will be (i) itself or (ii) its nominee, as the case may be. Neither the Joint Global Co-ordinators nor the Company nor any of their respective Affiliates will be responsible for any liability to stamp duty or stamp duty reserve tax or other similar duties or taxes (together with any interest or penalties) resulting from a failure to observe this requirement. Each Placee and any person acting on behalf of such Placee agrees to indemnify each of the Joint Global Co-ordinators, the Company and any of their respective Affiliates in respect of the same on an after-tax basis on the basis that the Placing Shares will be allotted to the CREST stock account of Morgan Stanley who will hold them as nominee on behalf of such Placee until settlement in accordance with its standing settlement instructions;
32. that these terms and conditions and any agreements entered into by it pursuant to these terms and conditions, and any non-contractual obligations arising out of or in connection with such agreements, shall be governed by and construed in accordance with the laws of England and Wales and it subjects (on behalf of itself and on behalf of any person on whose behalf it is acting) to the exclusive jurisdiction of the English courts as regards any claim, dispute or matter arising out of any such agreements, except that enforcement proceedings in respect of the obligation to make payment for the Placing Shares (together with any interest chargeable thereon) may be taken by the Joint Global Co-ordinators or the Company 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;

33. that each of the Joint Global Co-ordinators, the Company and their respective Affiliates and others will rely upon the truth and accuracy of the representations, warranties, agreements, undertakings and acknowledgements set forth herein and which are given to each of the Joint Global Co-ordinators on their own behalf and on behalf of the Company and are irrevocable and it irrevocably authorises each of the Joint Global Co-ordinators and the Company to produce this Announcement, pursuant to, in connection with, or as may be required by any applicable law or regulation, administrative or legal proceeding or official inquiry with respect to the matters set forth herein;
34. that it will indemnify on an after-tax basis and hold each of the Joint Global Co-ordinators, the Company and their respective Affiliates and any person acting on their behalf harmless from any and all costs, claims, liabilities and expenses (including legal fees and expenses) arising out of, directly or indirectly, or in connection with any breach by it of the representations, warranties, acknowledgements, agreements and undertakings in this Appendix and further agrees that the provisions of this Appendix shall survive after completion of the Placing;
35. acknowledges that it irrevocably appoints any director of the Joint Global Co-ordinators as its agent for the purposes 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 agreed to be taken up by it under the Placing;
36. that it acknowledges that its commitment to acquire Placing Shares on the terms set out herein and in the contract note 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 Joint Global Co-ordinators conduct of the Placing;
37. that in making any decision to acquire the Placing Shares (i) it has sufficient knowledge, sophistication and experience in financial, business and international investment matters as is required to evaluate the merits and risks of subscribing for or purchasing the Placing Shares, (ii) it is experienced in investing in securities of this nature in the Company's sector and is aware that it may be required to bear, and is able to bear, the economic risk of participating in, and is able to sustain a complete loss in connection with, the Placing, (iii) it has relied on its own examination, due diligence and analysis of the Company and its Affiliates taken as a whole, including the markets in which the Group operates, and the terms of the Placing, including the merits and risks involved and not upon any view expressed or information provided by or on behalf of the Joint Global Co-ordinators, (iv) it has had sufficient time and access to information to consider and conduct its own investigation with respect to the offer and purchase of the Placing Shares, including the legal, regulatory, tax, business, currency and other economic and financial considerations relevant to such investment and has so conducted its own investigation to the extent it deems necessary for the purposes of its investigation, (v) it is aware and understands that an investment in the Placing Shares involves a considerable degree of risk; and (vi) it will not look to the Company, the Joint Global Co-ordinators, any of their respective Affiliates or any person acting on their behalf for all or part of any such loss or losses it or they may suffer;
38. that it acknowledges and agrees that neither of the Joint Global Co-ordinators or the Company owe any fiduciary or other duties to it or any Placee in respect of any representations, warranties, undertakings or indemnities in the Placing Agreement;
39. understands and agrees that it may not rely on any investigation that the Joint Global Co-ordinators or any person acting on its behalf may or may not have conducted with respect to the Company and its Affiliates or the Placing and the Joint Global Co-ordinators have not made any representation or warranty to it, express or implied, with respect to the merits of the Placing, the subscription for or purchase of the Placing Shares, or as to the condition, financial or otherwise, of the Company and its Affiliates, or as to any other matter relating thereto, and nothing herein shall be construed as any investment or other recommendation to it to acquire the Placing Shares. It acknowledges and agrees that no information has been prepared by, or is the responsibility of, the Joint Global Co-ordinators for the purposes of this Placing;
40. that it acknowledges and agrees that it will not hold either of the Joint Global Co-ordinators or any of their respective Affiliates or any person acting on their behalf responsible or liable for any misstatements in or omission from any publicly available information relating to the Group or information made available (whether in written or oral form) relating to the Group (the "**Information**") and that neither of the Joint Global Co-ordinators or any person acting on behalf of the Joint Global Co-ordinators makes any representation or warranty, express or implied, as to the truth, accuracy or completeness of such Information or accepts any responsibility for any of such Information;

41. that in connection with the Placing, each of the Joint Global Co-ordinators and any of their respective Affiliates may take up a portion of the shares in the Company and in that capacity may retain, purchase or sell for its own account such shares in the Company and any securities of the Company or related investments and may offer or sell such securities or other investments otherwise than in connection with the Placing. Accordingly, references in this Announcement to shares being issued, offered or placed should be read as including any issue, offering or placement of such shares in the Company to the Joint Global Co-ordinators and any of their respective Affiliates acting in such capacity. In addition, certain of the Joint Global Co-ordinators or any of their respective Affiliates may enter into financing arrangements (including swaps, warrants or contracts for differences) with investors in connection with which such Joint Global Co-ordinators or any of their respective Affiliates may from time to time acquire, hold or dispose of such securities of the Company, including the Placing Shares. Neither of the Joint Global Co-ordinators or any of their respective Affiliates intend to disclose the extent of any such investment or transactions otherwise than in accordance with any legal or regulatory obligation to do so;
42. that it acknowledges that the Placing Shares have not been registered or otherwise qualified, and will not be registered or otherwise qualified, for offer and sale nor will a prospectus be cleared or approved in respect of any of the Placing Shares under the securities laws of the United States, or any state or other jurisdiction of the United States, nor approved or disapproved by the U.S. Securities and Exchange Commission, any state securities commission or other regulatory authority in the United States, nor have any of the foregoing authorities passed upon or endorsed the merits of the Placing or the accuracy or adequacy of this Announcement. The Placing Shares have not been registered or otherwise qualified for offer and sale nor will a prospectus be cleared or approved in respect of the Placing Shares under the securities laws of any Restricted Territory and, subject to certain exceptions, may not be offered, sold, taken up, renounced or delivered or transferred, directly or indirectly, within the United States or any other Restricted Territory, or in any country or jurisdiction where any action for that purpose is required;
43. that the Placing Shares offered and sold in the United States are "restricted securities" within the meaning of Rule 144(a)(3) under the Securities Act and, so long as the Placing Shares are "restricted securities", it will not deposit the Placing Shares into any unrestricted depository receipt facility maintained by any depository bank in respect of the Company's shares. It will not reoffer, sell, pledge or otherwise transfer the Placing Shares except: (i) in an offshore transaction in accordance with Regulation S under the Securities Act; (ii) in the United States to QIBs pursuant to Rule 144A; (iii) pursuant to Rule 144 under the Securities Act (if available) or another exemption from, or in a transaction not subject to, the registration requirements of the Securities Act, in each case in compliance with all applicable securities laws of the United States or any State or other jurisdiction of the United States or (iv) pursuant to an effective registration statement under the Securities Act and that, in each such case, such offer, sale, pledge or transfer will be made in accordance with any applicable securities laws of any state of the United States;
44. that the Placing Shares are being offered and sold by or on behalf of the Company in offshore transactions (as defined in Regulation S under the Securities Act) and to certain qualified institutional buyers ("QIBs") (as defined in Rule 144A) in reliance upon Rule 144A or another exemption from, or transaction not subject to, the registration requirements under the Securities Act. It and the prospective beneficial owner of the Placing Shares is, and at the time the Placing Shares are subscribed for will be either: (i) outside the United States and subscribing for the Placing Shares in an offshore transaction as defined in, and in accordance with, Regulation S under the Securities Act or (ii) a QIB which has (where required by the relevant Joint Global Co-ordinator) agreed to be bound to the terms of the Investor Representation Letter in the form provided to it by one of the Joint Global Co-ordinators or its Affiliates. In addition, with respect to (ii) above, it is subscribing for the Placing Shares for its own account or for one or more accounts as to each of which it exercises sole investment discretion and each of which is a QIB, it is subscribing for the Placing Shares for investment purposes only and not with a view to any distribution or for resale in connection with the distribution thereof in whole or in part, in the United States and it has full power to make the acknowledgements, representations and agreements herein on behalf of each such account;
45. that it is not acquiring any of the Placing Shares as a result of any form of general solicitation or general advertising (within the meaning of Rule 502(c) of Regulation D under the Securities Act) or any form of directed selling efforts (as defined in Regulation S); and
46. that each of the Joint Global Co-ordinators and their respective Affiliates may have engaged in transactions with, and provided various commercial banking, investment banking, financial advisory transactions and services in the ordinary course of their business with the Company and/or its Affiliates for which they would have received customary fees and commissions and that each of the Joint Global Co-ordinators and their respective Affiliates may provide such services to the Company and/or its Affiliates in the future.

The foregoing acknowledgements, agreements, undertakings, representations, warranties and confirmations are given for the benefit of the Company as well as each of the Joint Global Co-ordinators (for their own benefit and, where relevant, the benefit of their respective Affiliates and any person acting on their behalf) and are irrevocable. Each Placee, and any person acting on behalf of a Placee, acknowledges that neither of the Joint Global Co-ordinators or the Company owe any fiduciary or other duties to any Placee in respect of any representations, warranties, undertakings or indemnities in the Placing Agreement.

Please also note that the agreement to allot and issue Placing Shares to Placees (or the persons for whom Placees are contracting as nominee or agent) free of UK stamp duty and UK stamp duty reserve tax relates only to their allotment and issue to Placees, or such persons as they nominate as their agents or nominees, direct from the Company for the Placing Shares in question. None of the Company or the Joint Global Co-ordinators will be responsible for any UK stamp duty or UK stamp duty reserve tax (including any interest and penalties relating thereto) arising in relation to the Placing Shares in any other circumstances.

Such agreement is subject to the representations, warranties and further terms above and also assumes, and is based on a warranty from each Placee, that the Placing Shares are not being acquired in connection with arrangements to issue depositary receipts or to issue or transfer the Placing Shares into a clearance service. Neither the Joint Global Co-ordinators nor the Company are liable to bear any stamp duty or stamp duty reserve tax or any other similar duties or taxes ("**transfer taxes**") that arise (i) if there are any such arrangements (or if any such arrangements arise subsequent to the acquisition by Placees of Placing Shares) or (ii) on a sale of Placing Shares, or (iii) for transfer taxes arising otherwise than under the laws of the United Kingdom. Each Placee to whom (or on behalf of whom, or in respect of the person for whom it is participating in the Placing as an agent or nominee) the allocation, allotment, issue or delivery of Placing Shares has given rise to such transfer taxes undertakes to pay such transfer taxes forthwith, and agrees to indemnify on an after-tax basis and hold the Joint Global Co-ordinators, the Company and their respective Affiliates harmless from any such transfer taxes, and all interest, fines or penalties in relation to such transfer taxes. Each Placee should, therefore, take its own advice as to whether any such transfer tax liability arises.

Each Placee and any person acting on behalf of each Placee acknowledges and agrees that either of the Joint Global Co-ordinators or any of their respective Affiliates may, at their absolute discretion, agree to become a Placee in respect of some or all of the Placing Shares. Each Placee acknowledges and is aware that the Joint Global Co-ordinators are receiving a fee in connection with their role in respect of the Placing as detailed in the Placing Agreement.

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

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

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

The rights and remedies of the Joint Global Co-ordinators and the Company under these Terms and Conditions are in addition to any rights and remedies which would otherwise be available to each of them and the exercise or partial exercise of one will not prevent the exercise of others.

Each Placee may be asked to disclose in writing or orally to the Joint Global Co-ordinators:

- a) if he or she is an individual, his or her nationality; or
- b) if he or she is a discretionary fund manager, the jurisdiction in which the funds are managed or owned.

## Appendix 2

### Definitions



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

<b>Acquisition</b>	means the acquisition of the entire issued share capital of Fragrance Spanish Topco, S.L. by the Group;
<b>Acquisition Agreement</b>	means the agreement dated on or about the date hereof between the Company, LH Iberchem SAS and certain individuals in connection with the acquisition by the Group of Fragrance Spanish Topco SL;
<b>Admission</b>	means the admission of the Placing Shares to the premium listing segment of the Official List becoming effective in accordance with the Listing Rules and the admission of the Placing Shares to trading on the London Stock Exchange's main market becoming effective in accordance with the Admission and Disclosure Standards;
<b>Admission and Disclosure Standards</b>	means the Admission and Disclosure Standards of the London Stock Exchange, as amended from time to time
<b>Affiliate</b>	has the meaning given in Rule 501(b) of Regulation D under the Securities Act or Rule 405 under the Securities Act, as applicable and, in the case of the Company, includes its subsidiary undertakings;
<b>Announcement</b>	means this announcement (including its Appendices);
<b>Bookbuild</b>	means the bookbuilding process to be commenced by the Joint Global Co-ordinators to use reasonable endeavours to procure places for the Placing Shares, as described in this Announcement and subject to the terms and conditions set out in this Announcement and the Placing Agreement;
<b>Closing Date</b>	means the day on which the transactions effected in connection with the Placing will be settled;
<b>CREST</b>	means the relevant system (as defined in the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755)) in respect of which Euroclear is the Operator (as defined in such Regulations) in accordance with which securities may be held and transferred in uncertificated form;
<b>Croda or Company</b>	means Croda International Plc;
<b>DTRs</b>	means the Disclosure Guidance and Transparency Rules made by the FCA pursuant to Part VI of FSMA;
<b>EEA</b>	European Economic Area
<b>Enlarged Group</b>	means the Group as enlarged by the Target Group
<b>Enlarged Group Material Adverse Change</b>	means any material adverse effect or change in or affecting, or any development reasonably likely to give rise to or involve a material adverse change, in or affecting the condition (financial, operational, legal or otherwise) or the earnings, management, business affairs, solvency, credit rating or prospects, of the Company or the Enlarged Group (taken as a whole), whether or not arising in the ordinary course of business;
<b>Euroclear</b>	means Euroclear UK & Ireland Limited, a company incorporated under the laws of England and Wales;

<b>Exchange Information</b>	means the business and financial information the Company is required to publish in accordance with MAR and the rules and practices of the London Stock Exchange and/or the FCA;
<b>F&amp;F</b>	means fragrances and flavours;
<b>FCA or Financial Conduct Authority</b>	means the UK Financial Conduct Authority;
<b>FSMA</b>	means the Financial Services and Markets Act 2000 (as amended, including any regulations made pursuant thereto);
<b>Group</b>	means the Company and its subsidiary undertakings;
<b>HSBC</b>	HSBC Bank plc;
<b>Iberchem</b>	means the Target;
<b>Investor Representation Letter</b>	has the meaning given to it in Appendix 1 to this Announcement;
<b>Joint Global Co-ordinators</b>	means HSBC and Morgan Stanley;
<b>Listing Rules</b>	means the rules and regulations made by the FCA under FSMA;
<b>London Stock Exchange</b>	means London Stock Exchange plc;
<b>MAR</b>	means the Market Abuse Regulation (EU) No.596/2014;
<b>Material Adverse Change</b>	means any material adverse effect or change in or affecting, or any development reasonably likely to give rise to or involve a material adverse change, in or affecting the condition (financial, operational, legal or otherwise) or the earnings, management, business affairs, solvency, credit rating or prospects, of the Company or the Group (taken as a whole), whether or not arising in the ordinary course of business;
<b>Morgan Stanley</b>	Morgan Stanley & Co. International plc;
<b>Official List</b>	means the Official List maintained by the FCA in accordance with section 74(1) of FSMA for the purposes of Part VI of FSMA;
<b>Ordinary Share</b>	means an ordinary share of 10.609756 pence each in the capital of the Company;
<b>Placee</b>	means any person procured by the Joint Global Co-ordinators (acting as agents for and on behalf of the Company), on the terms and subject to the conditions of the Placing Agreement, to subscribe for the Placing Shares pursuant to the Placing;
<b>Placing</b>	has the meaning given in the section of this Announcement entitled "Financing and expected timetable";
<b>Placing Agreement</b>	has the meaning given to it in Appendix 1 to this Announcement;
<b>Placing Price</b>	means the price per Placing Share as may be agreed between the Joint Global Co-ordinators and the Company;
<b>Placing Shares</b>	has the meaning given in the section of this Announcement entitled "Financing and expected timetable" ;
<b>PRA or Prudential Regulation Authority</b>	means the UK Prudential Regulation Authority;

<b>Prospectus Regulation</b>	means the Prospectus Regulation (EU) 2017/1129;
<b>Qualified Investor</b>	has the meaning given in Article 2(e) of the Prospectus Regulation;
<b>QIB</b>	means a "qualified institutional buyer" as defined in Rule 144A of the Securities Act;
<b>Regulation S</b>	means Regulation S promulgated under the Securities Act;
<b>Regulatory Information Service</b>	means a primary information provider that has been approved by the FCA to disseminate regulated information;
<b>Restricted Territory</b>	means the United States, Australia, the Republic of South Africa or Japan or any jurisdiction in which the release, publication or distribution of this Announcement is unlawful;
<b>Securities Act</b>	means the U.S. Securities Act of 1933, as amended;
<b>subsidiary</b>	has the meaning given to that term in the Companies Act 2006;
<b>subsidiary undertaking</b>	has the meaning given to that term in the Companies Act 2006;
<b>Target</b>	Fragrance Spanish TopCo SL, a <i>sociedad limitada</i> organised under the laws of the Kingdom of Spain, whose registered office is at Avenida del Descubrimiento, Parcela 9/9, Poligono I, 30820 Alcantarilla, Murcia, Spain, and registered with the Commercial Registry of Murcia and holder of Spanish Tax Identification number (NIF) B-87795613;
<b>Target Group</b>	means Target and its subsidiary undertakings;
<b>Terms and Conditions</b>	means the terms and conditions of the Placing set out in Appendix 1 to this Announcement;
<b>transfer taxes</b>	means stamp duty or stamp duty reserve tax or any other similar duties or taxes;
<b>uncertificated or in uncertificated form</b>	means 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;
<b>United Kingdom or UK</b>	means the United Kingdom of Great Britain and Northern Ireland; and
<b>United States or U.S.</b>	means the United States of America, its territories and possessions, any state of the United States of America, the District of Columbia and all other areas subject to its jurisdiction and any political sub-division thereof.

Unless otherwise indicated in this Announcement, all references to "£", "GBP", "pounds", "pound sterling", "sterling", "p", "penny" or "pence" are to the lawful currency of the UK. All references to "U.S.\$", "\$" or "dollars" are to the lawful currency of the United States of America. All references to "€" or "Euro" are to the lawful currency of Austria, Belgium, Cyprus, Estonia, Finland, France, Germany, Greece, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, the Netherlands, Portugal, Slovakia, Slovenia, and Spain.