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PLEASE SEE THE IMPORTANT NOTICES AT THE END OF THIS ANNOUNCEMENT.

1 March 2021

CloudCall Group plc

("CloudCall", the "Company" or the "Group")

**Proposed Conditional Placing, PrimaryBid Offer
and Updated Debt Facility**

CloudCall (AIM: CALL; OTCQX: CLLLF), the integrated communications company that provides unified communications and contact centre software that tightly integrates with Customer Relationship Management ("**CRM**") platforms, today announces its intention to conduct a conditional placing of new ordinary shares of 20 pence each in the Company (the "**Placing Shares**") to institutional investors (the "**Placing**"). The Company intends to raise a minimum of approximately £6.0 million, before expenses, through the Placing at a fixed price of 81.5 pence per Placing Share (the "**Issue Price**").

The Placing will be conducted through an accelerated bookbuild (the "**Bookbuild**") which will be launched immediately following the publication of this Announcement. The Placing is subject to the terms and conditions set out in the Appendix to this announcement (which forms part of this announcement, such announcement and its Appendix together being this "**Announcement**").

In addition to the Placing, the Company intends to raise up to approximately £1.0 million by way of an offer made by the Company on the PrimaryBid platform of up to 1,226,993 new Ordinary Shares (the "**PrimaryBid Shares**") at the Issue Price (the "**PrimaryBid Offer**"), to provide retail investors with an opportunity to participate in the fundraising. A separate announcement will be made shortly regarding the PrimaryBid Offer and its terms. The Placing is not conditional upon the PrimaryBid Offer. The PrimaryBid Offer will close on completion of the Bookbuild process.

The Company also intends to amend its existing articles of association and adopt new articles of association incorporating new provisions to allow general meetings to be held virtually or in hybrid form.

Key Highlights:

- Proposed Placing to raise a minimum of approximately £6.0 million (before expenses) through the issue of no less than 7,361,963 Placing Shares.
- The Placing Shares are to be placed at a price of 81.5 pence per Placing Share.
- The Issue Price is being made at the closing mid-market share price of the Company's ordinary shares on 1 March 2021, being the last practicable date prior to the publication of this Announcement.
- The Directors believe that gross Placing proceeds of up to £4.5 million are expected to be EIS/VCT qualifying ("**EIS/VCT Placing Shares**"). Furthermore, the Company has applied for, and received, EIS advance assurance from HM Revenue & Customs.
- The net proceeds from the Fundraising will be used for general working capital purposes and to strengthen the Company's balance sheet.
- The Company is also pleased to announce it has received credit committee approval from its existing lender, Shawbrook Bank Limited, in relation to updating its existing £2.1 million drawn term loan debt facility with a new £5.0 million term debt facility (the "Updated Debt Facility"). The Updated Debt Facility remains subject to raising not less than £5.0 million in net proceeds in the Fundraising, and the Company is in the advanced stages of the legal process with Shawbrook which it expects to complete not later than 24 March 2021.
- The Directors believe the combination of the net Placing proceeds and the Updated Debt Facility will provide the Group with sufficient funds to deliver its near-term growth plan. Furthermore, the Directors have sought to minimise the dilutive effects to investors from the Placing and PrimaryBid Offer by agreeing the Updated Debt Facility and raising only what they need to progress their near term growth plan.
- The Directors remain confident of the future prospects for the Company and are encouraged by recent developments in the Company's underlying business. As a result, and as announced on 21 January 2021, the Directors expect to achieve the top end of the published revenue guidance for the 12 months ended 31 December 2020, with revenue of £11.8 million expected for the period.
- Additionally, the Directors are now confident in providing new guidance for the 2021 financial year (for the twelve months to 31 December 2021) and now expect to achieve revenues of £14.0 million, representing an approximate 18 per cent. increase on 2020 revenues. The Company is also providing guidance for 2021 operating expenditure, which is expected to be approximately £16.9 million compared to 2020 which is expected to be approximately £13.9 million (including one-time COVID-19 related savings). More details are included in section 3 below.

- Canaccord Genuity Limited ("**Canaccord Genuity**") is acting as Nominated Adviser, Sole Broker and Bookrunner in relation to the Placing.
- The Placing and Primary Bid Offer are conditional upon the approval by the Company's shareholders of the Resolutions at the general meeting of the Company's shareholders to be held as a virtual closed meeting with the minimum number of Shareholders legally required to be present at 11:00 a.m. on 25 March 2021 (the "**General Meeting**").

Simon Cleaver, CEO of CloudCall, commented:

"2020 was a 'year in two halves' for the Group. The COVID-19 initial 'shock wave' slowed sales and caused customers to reduce spend, with our monthly recurring revenues (MRR) dropping by 7.5% from January to June 2021. The 'V' shaped recovery we witnessed meant that in the second half of the year, growth returned as customers saw our relevance for distributed workforces and MRR grew 12.2% from July to December 2021. Over the year, the Group grew revenues by 4% to £11.8 million, achieving the top end of the Group's revised guidance.

Growth has now returned, and I believe we will increase revenues by at least 18% this financial year. However, COVID-19's impact on last year's growth and the accumulating effect on recurring revenues means we are now seeking to raise capital to deliver on our ambitious near-term growth plans. Longer term, we continue to focus on achieving monthly EBITDA breakeven by mid-2023 and £50 million revenue run rate in 2026."

Details of the Fundraising:

The Placing is being conducted by way of a fixed price conditional Placing, in accordance with the terms and conditions set out in the Appendix to this announcement (which forms part of this announcement, such announcement and the "**Appendix**" together being this "**Announcement**").

Canaccord Genuity is acting as Nominated Adviser, Sole Broker and Bookrunner in relation to the conditional Placing and will commence a bookbuild in respect of the Placing immediately following the publication of this Announcement (the "**Bookbuild**"). The allocation of the Placing Shares shall be at the full discretion of Canaccord Genuity following prior reasonable consultation and discussion with the Company. The Placing is not underwritten.

The Fundraising is conditional upon, amongst other things, the passing of certain resolutions (the "**Resolutions**") at a general meeting of the Company's shareholders which is being convened and held virtually on 25 March 2021 at 11.00 a.m. (the "**General Meeting**"). In view of current guidance issued by the UK government restricting social gatherings, which would prohibit Shareholders attending the General Meeting, the Company requests that shareholders vote on the Resolutions by appointing the Chairman of the General Meeting as a proxy and giving voting instructions in advance, either using the Form of Proxy via post or through CREST. For the same reasons, the Company, with regret, requests that Shareholders do not attend the General Meeting in person irrespective of whether the restrictions on social gatherings remain in place.

A circular, containing further details of the Fundraising and convening the General Meeting in order to pass the Resolutions (the "**Circular**") and a Form of Proxy are expected to be despatched to Shareholders on or

around 2 March 2021 and the Circular will thereafter be available on the Company's website at <https://www.cloudcall.com/investor-zone/>.

The issue of the New Ordinary Shares is conditional, *inter alia*, on the passing by Shareholders of the Resolutions at the General Meeting.

Applications will be made in due course to the London Stock Exchange for the New Ordinary Shares to be admitted to trading on AIM. Admission of the EIS/VCT Placing Shares is expected to become effective and dealings in such shares are expected to commence at 8.00 a.m. on 26 March 2021. Admission of the General Placing Shares and PrimaryBid Shares is expected to become effective and dealings in such shares are expected to commence at 8.00 a.m. on 29 March 2021.

The New Ordinary Shares, when issued, will be fully paid and will rank *pari passu* in all respects with the existing Ordinary Shares of the Company.

The Appendix contains the detailed terms and conditions of the Placing. Persons who have chosen to participate in the Placing, by making an oral, electronic or written offer to acquire Placing Shares, will be deemed to have read and understood this Announcement in its entirety (including the Appendix) and to be making such offer on the terms and subject to the conditions herein, and to be providing the representations, warranties, agreements, acknowledgements and undertakings contained in the Appendix.

The person responsible for arranging the release of this announcement on behalf of the Company is Simon Cleaver, Chief Executive Officer, of the Company.

For further information please visit <https://www.cloudcall.com/> or contact:

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About CloudCall Group Plc:

CloudCall is a software and integrated communications business that has developed and provides a suite of cloud-based software and communications products and services. CloudCall's products and services are

aimed at enabling organisations to leverage their customer data to enable more effective communications and improve performance.

The CloudCall suite of software products allows companies to fully integrate telephony, messaging and contact centre capabilities into their existing customer relationship management (CRM) software, enabling communications to be made, recorded, logged and categorised from within the CRM system with detailed activity reporting and powerful business intelligence capable of being easily generated.

At the end of June 2020, the Company had approximately 160 staff based in Leicester (UK), Boston (US), Sydney (AUS) and Minsk (BY) with over 48,000 end-users relying on CloudCall technology to power their CRM integrated communications.

EXPECTED TIMETABLE OF PRINCIPAL EVENTS

Announcement of the Placing and PrimaryBid Offer	1 March 2021
Expected posting of Circular and Forms of Proxy	2 March 2021
Latest time and date for receipt of Forms of Proxy and CREST proxy instructions	11.00 a.m. on 23 March 2021
General Meeting	11.00 a.m. on 25 March 2021
Results of the General Meeting announced through a RIS	25 March 2021
Expected date for EIS/VCT Admission and commencement of dealings of the EIS/VCT Placing Shares	8.00 a.m. on 26 March 2021
Expected date for EIS/VCT Placing Shares to be credited to CREST stock accounts	26 March 2021
Expected date for General Admission and commencement of dealings of the General Placing Shares and PrimaryBid Shares	8.00 a.m. on 29 March 2021
Expected date for General Placing Shares and PrimaryBid Shares to be credited to CREST stock accounts	29 March 2021
Expected date for despatch of definitive share certificates for EIS/VCT Placing Shares	within 10 business days following allotment
Expected date for despatch of definitive share certificates for General Placing Shares and PrimaryBid Shares	within 10 business days following allotment
Long Stop Date	8.00 a.m. on 12 April 2021

Notes:

- (i) References to times in this Announcement are to London time (unless otherwise stated).
- (ii) Certain of the events in the above timetable are conditional upon, amongst other things, the approval of the Resolutions to be proposed at the General Meeting.
- (iii) If any of the above times or dates should change, the revised times and/or dates will be notified by an announcement to an RIS.

1. Background to and reasons for the Placing

In September and October 2019, the Company announced it had raised gross proceeds of £12.1 million via a placing and open offer to fund future growth, with the Directors outlining an investment programme that included investing into customer led growth initiatives, product enhancements and other expansion opportunities. As a consequence of this focus on revenue growth, the Group also set itself the target of achieving a £50 million revenue run rate by 2025, with monthly EBITDA breakeven expected to be achieved in mid-2022.

In early 2020, the year commenced well, with positive net user growth and other attractive SaaS metrics being achieved. However, in mid-March 2020, the UK government implemented a stringent national lockdown as a result of the rising effects from the global COVID-19 pandemic. This compulsory national lockdown forced many businesses across the UK to temporarily shut or move to a working-from-home environment.

With the significant macroeconomic uncertainty created by the COVID-19 pandemic, CloudCall experienced a material decline in net user growth, in addition to rising user churn rates. This was due in part to approximately 66 per cent. of CloudCall's customer base being in the recruitment sector, which can often be one of the first industries that is negatively impacted during economic uncertainty. At that time the Directors put in place a cost management programme, including but not limited to: reducing marketing and travel budget, employee salaries, as well as a number of other cost cutting initiatives.

As the longevity of the lockdown restrictions became more apparent into Q2 2020, many of the Group's customers sought to utilise CloudCall's products and services to fulfil the new working-from-home need. As a result, the Group experienced a 'v-shaped' recovery in net user growth from June 2020. The recovery trend continued throughout the second half of 2020, with many of the Group's key performance indicators back near or surpassing the pre-COVID-19 levels by the end of 2020.

Whilst the Group was able to achieve 2020 revenues of £11.8 million, being the top end of its revised stated guidance, the Directors estimate the impact from COVID-19 has likely delayed the Group's growth plans by approximately one year. Because of this, monthly EBITDA breakeven is now expected to be achieved by mid-2023 and £50 million run rate revenues by 2026.

2. Use of proceeds

Given the impact from COVID-19 has on 2020 performance as well as the compounding impact from the lost revenue in future years and the extended time to achieve monthly EBITDA breakeven, the Group's growth plans now require additional funding.

The Company will use the net proceeds from the Placing and the PrimaryBid Offer for general working capital purposes and to strength its balance sheet, which together with the updated debt facility (more detail is outlined in paragraph 5 below) would provide the Group with sufficient funds to deliver its near term growth plan.

The Directors have sought to minimise the dilutive effects to investors from the Placing and PrimaryBid Offer by increasing the Company's debt facility and raising only what they need to progress their near term growth plan.

Whilst 2020 has been a challenging year for many businesses, including CloudCall, the Directors remain confident about the future growth prospects for the Group. Furthermore, as the COVID-19 pandemic has accelerated the general approval and application of remote and agile working, the Directors believe the group's product and service offering remains a highly compelling and relevant proposition for customers.

3. Current Trading and Prospects

On 21 January 2021, the Company announced a trading update for the twelve months ended 31 December 2020, in which it announced it had achieved 2020 revenues of £11.8 million, being the top end of its revised stated guidance, with many of the Company's key operational and financial performance indicators back near or surpassing pre the COVID-19 levels. A summary of several of the Company's key operational performance indicators is set out in the table below.

	H2 2019	H1 2020	H2 2020	H2 2020 vs H1 2020	Back above pre-COVID-19 levels
Leads generated	634	893	1,398	Up 57%	✓
Demos completed (1)	203	263	361	Up 37%	✓
New customers signed	147	181	279	Up 54%	✓
New users added	3,303	2,423	4,135	Up 71%	✓
New business sales	1,456	1,030	1,611	Up 56%	✓
Y1 Value / sales rep / month (£k)	17.7	15.4	22.2	Up 44%	✓

In addition to the Placing and PrimaryBid Offer, CloudCall also announced on 1 March 2021 that it has received credit committee approval from its existing lender, Shawbrook Bank Limited, in relation to updating its existing £2.1 million drawn term loan debt facility with a new £5.0 million term debt facility. This increased debt facility remains subject to raising not less than £5.0 million in net proceeds in the Fundraising, and the Company is in the advanced stages of the legal process with Shawbrook, which it expects to complete not later than 24 March 2021.

Given the conditional net Placing and PrimaryBid Offer proceeds and the proposed new debt facility, the Board is now in a position to provide new guidance for the 2021 financial year (for the twelve months to 31 December 2021) and now expects to achieve revenues of £14.0 million, representing an 18 per cent. increase on 2020 revenues. In addition, the Company has provided guidance for 2021 operating expenditure which is expected to be approximately £16.9 million compared to 2020 which was £13.9 million (including one-time COVID-19 related savings). This increase in 2021 operating expenditure is expected to be driven in part by a £1.3 million reversal in the one-time COVID-19 savings as well as continued investment of £1.7 million across sales and marketing, investment into the Australian office, research and development and general growth.

The net cash impact expected at the end of 2021 compared to the previous expectations is £4.8 million.

4. The Fundraising

Details of the Placing and PrimaryBid Offer

The Company is seeking to conditionally raise a minimum of approximately £6 million before expenses by the conditional Placing and up to approximately £1 million before expenses by the PrimaryBid Offer at the Issue Price.

The issue of the Placing Shares and PrimaryBid Shares is conditional, inter alia, upon Shareholders voting in favour of the Resolutions at the General Meeting which is expected to be held on 25 March 2021.

As part of the Placing, the Company is seeking to raise gross funds of up to £4.5 million by the issue of the EIS Placing Shares to investors seeking the benefit of relief under the Enterprise Investment Scheme or seeking the benefit of tax relief through Venture Capital Trusts. The EIS/VCT Placing Shares will be unconditionally issued to the relevant Placees at EIS/VCT Admission (being one business day prior to the anticipated date of General Admission) so that Placees investing as part of the EIS/VCT Placing shall be able to benefit for tax advantages available to Venture Capital Trusts and pursuant to the Enterprise Investment Scheme as governed by HMRC. The Company has applied for, and received, advance assurance from HMRC that the EIS/VCT Placing Shares will qualify for EIS tax relief on EIS/VCT Admission based on an indicative fundraising amount of up to approximately £7.5 million.

The EIS/VCT Placing is conditional, inter alia, upon:

- (a) the Placing Agreement becoming or being declared unconditional in all respects and not having been terminated in accordance with its terms prior to EIS/VCT Admission;
- (b) the passing of the Resolutions at the General Meeting; and
- (c) EIS/VCT Admission becoming effective by no later than 8.00 a.m. on 26 March 2021 or such later time and/or date (being no later than 8.00 a.m. on the Long Stop Date) as Canaccord Genuity and the Company may agree.

If any of the conditions are not satisfied, the EIS/VCT Placing Shares will not be issued.

The General Placing is conditional, inter alia, upon:

- (a) the Placing and Agreement becoming or being declared unconditional in all respects and not having been terminated in accordance with its terms prior to General Admission;
- (b) the passing of the Resolutions at the General Meeting;
- (c) completion of EIS/VCT Admission; and
- (d) General Admission becoming effective by no later than 8.00 a.m. on 29 March 2021 or such later time and/or date (being no later than 8.00 a.m. on the Long Stop Date) as Canaccord Genuity and the Company may agree.

If any of the conditions are not satisfied, the General Placing Shares will not be issued.

The PrimaryBid Offer is conditional upon:

- (a) the Placing and Agreement becoming or being declared unconditional in all respects and not having been terminated in accordance with its terms prior to General Admission;

(b) General Admission becoming effective by no later than 8.00 a.m. on 29 March 2021 or such later time and/or date (being no later than 8.00 a.m. on the Long Stop Date) as Canaccord Genuity and the Company may agree. The Placing Shares and PrimaryBid Shares are not subject to clawback. Neither the Placing nor the PrimaryBid Offer is being underwritten.

The Placing Shares and PrimaryBid Shares will be issued free of all liens, charges and encumbrances and will, when issued and fully paid, rank pari passu in all respects with the Existing Ordinary Shares, including the right to receive all dividends and other distributions declared, made or paid after the date of their issue.

The Company currently expects to satisfy the relevant conditions for the EIS/VCT Placing Shares, and the Directors are not aware of any subsequent change in the qualifying conditions or the Company's circumstances that would prevent the EIS/VCT Placing Shares from being eligible for EIS and VCT investments on EIS/VCT Admission, neither the Directors nor the Company give any warranty or undertaking that relief will be available in respect of the EIS/VCT Placing Shares nor is any warranty or undertaking given that the Company will continue to conduct its activities in a way that qualifies for or preserves its eligibility status.

Subject to, inter alia, the passing of the Resolutions, an application will be made to the London Stock Exchange, via the EIS/VCT AIM Application, for the admission of the EIS/VCT Placing Shares to trading on AIM. The EIS/VCT Admission is expected to occur and that dealings will commence at 8.00 a.m. on 26 March 2021. An application will be made to the London Stock Exchange, via the General AIM Application, for the admission of the General Placing Shares, together with the PrimaryBid Shares to trading on AIM. The General Admission is expected to occur and that dealings will commence at 8.00 a.m. on 29 March 2021. Shareholders and potential investors should be aware of the possibility that EIS/VCT Admission might occur, but General Admission might not take place.

The Placing Agreement

Pursuant to the Placing Agreement, Canaccord Genuity have agreed to use their respective reasonable endeavours as agents of the Company to procure subscribers for the Placing Shares at the Issue Price.

The Placing Agreement provides, inter alia, for payment by the Company to Canaccord Genuity of commissions based on the number of Placing Shares placed by Canaccord Genuity multiplied by the Issue Price.

The Company will bear all other expenses of, and incidental to, the Placing including a corporate finance fee payable to Canaccord Genuity, the fees of the London Stock Exchange, printing costs, Registrars' fees, all legal and accounting fees of the Company and all stamp duty and other taxes and duties payable.

The Placing Agreement contains certain warranties and indemnities from the Company in favour of Canaccord Genuity and is conditional, inter alia, upon:

the Placing Agreement having become unconditional in all respects (save for the condition relating each Admission) and not having been terminated in accordance with its terms prior any Admission; and

each Admission becoming effective not later than 8.00 a.m. on the Long Stop Date.

Canaccord Genuity may terminate the Placing Agreement if, inter alia: the Company is in material breach of any of its obligations under the Placing Agreement; or there has occurred, in the opinion of Canaccord Genuity, acting in good faith, a material adverse change in the business of the Group or in the financial or trading position or prospects of the Group.

The PrimaryBid Offer

The PrimaryBid Offer, which will close on the evening of the 1 March 2021, is open to private and other investors subscribing via PrimaryBid.com and is seeking to conditionally raise up to £1 million (before fees and expenses) through the issue of the PrimaryBid Shares. The PrimaryBid Offer remains conditional as noted above.

5. Proposed New Long Term Incentive Plan

Following a detailed review, conducted with advice from independent professional advisers, the Remuneration Committee has decided to overhaul the Company's incentive remuneration policy. The Committee believes that current long-term incentives for executive directors, senior management and other key employees are no longer aligned with the Company's strategy and are not providing an appropriate incentive to grow the business for the benefit of all stakeholders.

Therefore, the Remuneration Committee intends to seek shareholders' approval, at the annual general meeting in June, for a new long-term incentive plan for executive directors and other key executives, who strongly influence the success of the business.

The new plan will be designed in accordance with QCA guidance to align executives' rewards with the long-term interests of shareholders and to be consistent with the Company's strategy and culture. Vesting of awards will be conditional on both demanding operating performance and shareholder return metrics.

Plan design will also recognise the Company's growing US presence and the recent hiring of senior US executives, who will be eligible to participate.

This, together with the Company's history of making share awards to employees on joining the Company and the requirement to allow participants, if they wish, to exercise their rights under existing plans has placed strain on the number of shares available for the current executive team and employee share plans. As a result, the proposals will contain a request to increase the number of new shares which may be issued under employees' share plans in any 10-year period from 10 per cent. to 15 per cent. of the Company's issued share capital.

The Remuneration Committee continues to support participation in the Company's shares by executive directors, senior managers and employees and believes that the proposed new plan will be in the best interests of the Company and its stakeholders.

Full details of the proposed new plan will be published in advance of the AGM and the Committee will engage in a consultation programme with shareholders on its proposals before publication.

6. General Meeting

The Directors do not currently have authority to allot the New Ordinary Shares and, accordingly, the Board is seeking the approval of Shareholders to allot the New Ordinary Shares at the General Meeting, together with approval to disapply pre-emption rights in respect of the New Ordinary Shares.

In addition, the Company also proposes to amend its Articles so as to allow for hybrid or virtual general meetings in the future. A comparison of the New Articles against the Articles showing the proposed changes made can be found on the Company's website at www.cloudcall.com.

A notice convening the General Meeting, which is to be held virtually at 11.00 a.m. on 25 March 2021, will be set out in the Circular.

At the General Meeting, the Resolutions will be proposed to authorise the Directors:

- to allot:
 - the Placing Shares in connection with the Placing; and
 - the PrimaryBid Shares in connection with the PrimaryBid Offer;
- to dis-apply statutory pre-emption rights in relation to the Placing Shares and the PrimaryBid Shares; and
- to adopt the New Articles.

The share allotment and dis-application authorities to be granted pursuant to the Resolutions shall expire on whichever is the earlier of the conclusion of the Annual General Meeting of the Company to be held in 2021 or the date falling six months from the date of the passing of the Resolutions (unless renewed, varied or revoked by the Company prior to or on that date) and shall be in addition to the Directors' authorities to allot relevant securities and dis-apply statutory pre-emption rights granted at the Company's Annual General Meeting held on 1 June 2020.

7. Action to be taken

In respect of the General Meeting

For the reasons given above in light of public health advice in response to the COVID-19 outbreak, including the limit on public gatherings, the General Meeting will be held as a virtual closed meeting with the minimum number of Shareholders legally required to be present. Shareholders will not be permitted to attend in person therefore the Company strongly encourages all Shareholders to submit their completed and signed Form of Proxy appointing the Chairman as their proxy, in accordance with the instructions printed thereon so as to be received, by post or, during normal business hours only, by hand to Link Group, PXS 1, Central Square, 29 Wellington Street, Leeds, LS1 4DL, as soon as possible but in any event so as to arrive by not later than 11.00 a.m. on 23 March 2021 (or, in the case of an adjournment of the General Meeting, not later than 48 hours before the time fixed for the holding of the adjourned meeting (excluding any part of a day that is not a business day)).

Alternatively, Shareholders can also either:

- **vote online by logging on to www.signalshares.com and following the instructions; or**
- **in the case of CREST members, by utilising the CREST electronic proxy appointment service in accordance with the procedures set out in the Notice of General Meeting.**

Appointing a proxy or voting online in accordance with the instructions set out above will enable your vote to be counted at the General Meeting. Shareholders will not be permitted to attend in person therefore the Company strongly encourages all Shareholders to submit their completed and signed Form of Proxy appointing the Chairman as their proxy.

Shareholders are invited to submit any questions in advance of the meeting that they would like answered and the Company will promptly respond. The email address to send questions to is ir@cloudcall.com.

8. Importance of the vote

The Resolutions must be passed by Shareholders in person or by proxy at the General Meeting in order for the Fundraising to proceed. If the Resolutions are not passed, the Company would need to consider the options available to it in terms of alternative sources of funding. It may be that such sources would not be on terms as favourable to Shareholders as the Fundraising. Further, there is no guarantee that alternative sources could be found. If such an alternative source of funding cannot be found, the Company expects that it would only have sufficient cash to fund its activities until later this year. In such circumstances, Shareholders may lose the value of their current shareholdings.

9. Recommendation

The Directors believe that the Fundraising and the passing of the Resolutions are in the best interests of the Company and Shareholders, taken as a whole. Accordingly, the Directors unanimously recommend that Shareholders vote in favour of the Resolutions, as they intend to do in respect of their own holdings of Ordinary Shares, totalling 1,370,153 Ordinary Shares, being approximately 3.53 per cent. of the Existing Ordinary Shares.

The Fundraising is conditional, inter alia, upon the passing of the Resolutions at the General Meeting. Shareholders should be aware that if the Resolutions are not approved at the General Meeting, the Fundraising will not proceed.

IMPORTANT NOTICES

The information contained in this Announcement is for information purposes only and does not purport to be full or complete. No reliance may be placed for any purpose on the information contained in this announcement or its accuracy, fairness or completeness.

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This Announcement has been issued by, and is the sole responsibility of, the Company. No undertaking, representation, warranty or other assurance, express or implied, is made or given by or on behalf of the

Company or any member of the Company's group or Canaccord Genuity or any of their respective directors, officers, partners, employees, agents or advisers or any other person as to the accuracy or completeness of the information or opinions contained in this Announcement and no responsibility or liability is accepted by any of them for any such information or opinions or for any errors, omissions or misstatements, negligence or otherwise in this Announcement.

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

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 Canaccord Genuity or by any of its Affiliates or agents as to, or in relation to, the accuracy or completeness of this Announcement or any other written or oral information made available to or publicly available to any interested party or its advisers, and any liability therefore is expressly disclaimed.

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

This Announcement contains (or may contain) certain forward-looking statements with respect to certain of the Company's current expectations and projections about future events and the Company's future financial condition and performance. These statements, which sometimes use words such as "aim", "anticipate", "believe", "may", "will", "should", "intend", "plan", "assume", "estimate", "expect" (or the negative thereof) and words of similar meaning, reflect the Directors' current beliefs and expectations and involve known and unknown risks, uncertainties and assumptions, many of which are outside the Company's control and difficult to predict, that could cause actual results and performance to differ materially from any expected future results or performance expressed or implied by the forward-looking statement. Any forward-looking statements made in this announcement by or on behalf of the Company speak only as of the date they are made. These forward-looking statements reflect the Company's judgment at the date of this announcement and are not intended to give any assurance as to future results. Except as required by the FCA, the London Stock Exchange, the AIM Rules or applicable law, the Company expressly disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statements contained in this announcement to reflect any changes in the Company's expectations with regard thereto or any changes in events, conditions or circumstances on which any such statement is based.

APPENDIX

TERMS AND CONDITIONS OF THE PLACING

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

MEMBERS OF THE PUBLIC ARE NOT ELIGIBLE TO TAKE PART IN THE PLACING. THIS APPENDIX AND THE TERMS AND CONDITIONS SET OUT HEREIN ARE FOR INFORMATION PURPOSES ONLY AND ARE DIRECTED ONLY AT (A) IN A MEMBER STATE OF THE EUROPEAN ECONOMIC AREA ("**EEA**"), PERSONS WHO ARE, UNLESS OTHERWISE AGREED BY THE BROKER, "QUALIFIED INVESTORS" ("**EU QUALIFIED INVESTORS**") AS DEFINED IN ARTICLE 2(E) OF THE EU PROSPECTUS REGULATION (WHICH MEANS REGULATION (EU) 2017/1129 AS AMENDED AND/OR SUPPLEMENTED FROM TIME TO TIME AND INCLUDES ANY RELEVANT IMPLEMENTING MEASURE IN ANY MEMBER STATE) (THE "**EU PROSPECTUS REGULATION**"); (B) IN CANADA (I) A "PERMITTED CLIENT" AS DEFINED IN SECTION 1.1 OF NATIONAL INSTRUMENT 31-103 - REGISTRATION REQUIREMENTS, EXEMPTIONS AND ONGOING REGISTRANT RELATIONSHIPS ("**NI 31-103**") AND (II) AN "ACCREDITED INVESTOR" AS DEFINED IN

SECTION 73.3(1) OF THE SECURITIES ACT (ONTARIO) AND SECTION 1.1 OF NATIONAL INSTRUMENT 45-106 - PROSPECTUS AND REGISTRATION EXEMPTIONS (“**NI 45-106**”); AND (IN THE UNITED KINGDOM, PERSONS WHO ARE BOTH QUALIFIED INVESTORS (“**UK QUALIFIED INVESTORS**”) WITHIN THE MEANING OF THE UK VERSION OF THE EU PROSPECTUS REGULATION (2017/1129/EU) WHICH IS PART OF UK LAW BY VIRTUE OF THE EUROPEAN UNION (WITHDRAWAL) ACT 2018 (THE “**UK PROSPECTUS REGULATION**”) AND EITHER: (I) "INVESTMENT PROFESSIONALS" WITHIN THE MEANING OF ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005 (THE "ORDER"); (II) PERSONS FALLING WITHIN ARTICLE 49(2)(A) TO (D) ("HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS, ETC.") OF THE ORDER; OR (III) PERSONS TO WHOM IT MAY OTHERWISE BE LAWFULLY COMMUNICATED (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS "**RELEVANT PERSONS**"). THIS APPENDIX AND THE TERMS AND CONDITIONS SET OUT HEREIN MUST NOT BE ACTED ON OR RELIED ON BY PERSONS WHO ARE NOT RELEVANT PERSONS. ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THIS APPENDIX AND THE TERMS AND CONDITIONS SET OUT HEREIN RELATE IS AVAILABLE ONLY TO RELEVANT PERSONS AND WILL BE ENGAGED IN ONLY WITH RELEVANT PERSONS. PERSONS INTO WHOSE POSSESSION THIS ANNOUNCEMENT (INCLUDING THE APPENDIX) COMES ARE REQUIRED BY THE COMPANY AND THE BROKER TO INFORM THEMSELVES ABOUT AND TO OBSERVE ANY SUCH RESTRICTIONS.

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

THIS ANNOUNCEMENT IS NOT FOR PUBLICATION OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN OR INTO THE UNITED STATES AND IS NOT AN 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 OF 1933, AS AMENDED (THE "**SECURITIES ACT**"), OR UNDER ANY SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED, SOLD, RESOLD, TRANSFERRED OR DELIVERED, DIRECTLY OR INDIRECTLY, IN OR INTO, THE UNITED STATES, EXCEPT PURSUANT TO AN APPLICABLE EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN COMPLIANCE WITH THE SECURITIES LAWS OF ANY RELEVANT STATE OR OTHER JURISDICTION OF THE UNITED STATES. THE SECURITIES REFERRED TO HEREIN MAY ONLY BE PLACED IN THE UNITED STATES PURSUANT TO SECTION 4(A)(2) OF THE SECURITIES ACT, RULE 506 OF REGULATION D UNDER THE SECURITIES ACT AND/OR RULE 144A UNDER THE SECURITIES ACT (“**RULE 144A**”) ONLY TO INSTITUTIONS THAT ARE “ACCREDITED INVESTORS”, AS DEFINED IN RULE 501(a)(1)-(3), (7) OR (8) (“**IAIs**”) UNDER REGULATION D OF THE SECURITIES ACT OR ARE “QUALIFIED INSTITUTIONAL BUYERS” (“**QIBs**”), AS DEFINED IN RULE 144A UNDER THE SECURITIES ACT. NO PUBLIC OFFERING OF SECURITIES IS BEING MADE IN THE UNITED STATES, THE UNITED KINGDOM OR ELSEWHERE.

EACH PLACEE SHOULD CONSULT WITH ITS OWN ADVISERS AS TO LEGAL, TAX, BUSINESS AND RELATED ASPECTS OF AN INVESTMENT IN PLACING SHARES. THE PRICE OF SHARES AND THE INCOME FROM THEM (IF ANY) MAY GO DOWN AS WELL AS UP AND INVESTORS MAY NOT GET BACK THE FULL AMOUNT INVESTED ON DISPOSAL OF SHARES.

No prospectus has been lodged with or registered by the Australian Securities and Investments Commission or the Japanese Ministry of Finance or the South African Reserve Bank; and the Placing Shares have not been, nor will they be, registered under or offered in compliance with the securities laws of any state, province or territory of Australia, Canada, Japan or the Republic of South Africa. Accordingly, the Placing Shares may not (unless an exemption under the relevant securities laws is applicable) be offered, sold, resold or delivered, directly or indirectly, in or into Australia, Canada, Japan, the Republic of South Africa or any other jurisdiction in which such offer, sale, resale or delivery would be unlawful.

Solely for the purposes of the product governance requirements of Chapter 3 of the FCA Handbook Product Intervention and Product Governance Sourcebook (the "**UK MiFIR Product Governance Requirements**"), and disclaiming all and any liability, whether arising in tort, contract or otherwise, which any "manufacturer" (for the purposes of the UK MiFIR Product Governance Requirements) may otherwise have with respect

thereto, the Placing Shares have been subject to a product approval process, which has determined that the Placing Shares are: (i) compatible with an end target market of retail investors and investors who meet the criteria of professional clients and eligible counterparties, as respectively defined in paragraphs 3.5 and 3.6 of the FCA Handbook Conduct of Business Sourcebook; and (ii) eligible for distribution through all permitted distribution channels (the "**Target Market Assessment**"). Notwithstanding the Target Market Assessment, distributors should note that: the price of the Placing Shares may decline and investors could lose all or part of their investment; the Placing Shares offer no guaranteed income and no capital protection; and an investment in the Placing Shares is compatible only with investors who do not need a guaranteed income or capital protection, who (either alone or in conjunction with an appropriate financial or other adviser) are capable of evaluating the merits and risks of such an investment and who have sufficient resources to be able to bear any losses that may result therefrom. The Target Market Assessment is without prejudice to the requirements of any contractual, legal or regulatory selling restrictions in relation to the offer.

For the avoidance of doubt, the Target Market Assessment does not constitute: (a) an assessment of suitability or appropriateness for the purposes for the purposes of Chapters 9A or 10A respectively of the FCA Handbook Conduct of Business Sourcebook; 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 Placing Shares.

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

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

These terms and conditions apply to persons making an offer to acquire Placing Shares. Each Placee hereby agrees with the Broker and the Company to be bound by these terms and conditions as being the terms and conditions upon which Placing Shares will be issued or acquired. A Placee shall, without limitation, become so bound if the Broker confirms to such Placee its allocation of Placing Shares.

Upon being notified of its allocation of Placing Shares, a Placee shall be contractually committed to acquire the number of Placing Shares allocated to it at the Issue Price and, to the fullest extent permitted by law, will be deemed to have agreed not to exercise any rights to rescind or terminate or otherwise withdraw from such commitment.

In this Appendix, unless the context otherwise requires, "**Placee**" means a Relevant Person (including individuals, funds or others) who has been invited to participate in the Placing and on whose behalf a commitment to subscribe for or acquire Placing Shares has been given.

By participating in the Placing, Placees will be deemed to have read and understood this Announcement in its entirety and to be participating in the Placing on the terms and conditions, and to be providing the representations, warranties, acknowledgements and undertakings, contained in this Announcement. In particular, each Placee represents, warrants, acknowledges and agrees that:

1. it is a Relevant Person (as defined above) and undertakes that it will acquire, hold, manage or dispose of any Placing Shares that are allocated to it for the purposes of its business; and
2. it is and, at the time the Placing Shares are acquired, will be either (i) outside the United States and acquiring the Placing Shares in an "offshore transaction" in accordance with Rule 903 or Rule 904 of Regulation S under the Securities Act ("**Regulation S**") or (ii)(a) an IAI or (b) a QIB, which is acquiring the Placing Shares for its own account or for the account of one or more QIBs, each of which is acquiring beneficial interests in the Placing Shares for its own account; if acquiring the Placing Shares for the account of one or more other persons, it has full power and authority to make the representations, warranties, agreements and acknowledgements herein on behalf of each such person.

The Company and Canaccord Genuity (the "**Broker**") will rely upon the truth and accuracy of the foregoing representations, warranties, acknowledgements and agreements. Each Placee hereby agrees with the Broker and the Company to be bound by these terms and conditions as being the terms and conditions upon which Placing Shares will be issued. A Placee shall, without limitation, become so bound if the Broker confirms to such Placee its allocation of Placing Shares.

Upon being notified of its allocation of Placing Shares, a Placee shall be contractually committed to subscribe for the number of Placing Shares allocated to it at the Placing Price and, to the fullest extent permitted by law, will be deemed to have agreed not to exercise any rights to rescind or terminate or otherwise withdraw from such commitment.

Details of the Placing Agreement and the Placing Shares

The Broker and the Company have entered into a Placing Agreement, under which the Broker has, on the terms and subject to the conditions set out therein, undertaken to use its reasonable endeavours to procure subscribers for the Placing Shares at the Issue Price. It is expected that the Placing will raise a minimum of approximately £6 million in gross proceeds. The Placing is not being underwritten by the Broker or any other person.

The Placing will be effected in two tranches. The EIS/VCT Placing Shares will be issued on EIS/VCT Admission on or around 26 March 2021. The General Placing Shares will be issued on General Admission on or around 29 March 2021.

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

The Placing Shares will trade on AIM under CALL with ISIN GB00B4XS5145.

Applications for admission to trading

Applications will be made in due course to London Stock Exchange for admission to trading of the Placing Shares on AIM. It is expected that settlement of the EIS/VCT Placing Shares and EIS/VCT Admission will become effective on or around 8.00am on 26 March 2021, subject to shareholder approval being received. It is expected that settlement of the General Placing Shares and General Admission will become effective on 8.00am on 29 March 2021. In any event, the latest date for Admission (whether in respect of the EIS/VCT Admission and/or the General Admission) is 12 April 2021 (the "**Long Stop Date**").

Placing

This Appendix gives details of the terms and conditions of, and the mechanics of participation in, the Placing. No commissions will be paid to Placees or by Placees in respect of any Placing Shares.

Participation in, and principal terms of, the Placing are as follows:

1. The Broker is arranging the Placing as agent for, and broker of, the Company.
2. Participation in the Placing is only available to persons who are lawfully able to be, and have been, invited to participate by the Broker. The Broker is entitled to participate in the Placing as principal.
3. Each Placee's allocation has been or will be confirmed to Placees orally, or in writing (which can include email), by the Broker and a trade confirmation or contract note has been or will be dispatched as soon as possible thereafter. The Broker's oral or written confirmation will give rise to an irrevocable, legally binding commitment by that person (who at that point becomes a Placee), in

favour of the Broker and the Company, under which it agrees to acquire by subscription the number of Placing Shares allocated to it at the Issue Price and otherwise on the terms and subject to the conditions set out in this Appendix and in accordance with the Company's articles of association. Except with the Broker's consent, such commitment will not be capable of variation or revocation.

4. Each Placee's allocation will, unless otherwise agreed between the Placee and the Broker, be evidenced by a trade confirmation or contract note issued to each such Placee by the Broker. The terms and conditions of this Announcement (including the Appendix) will be deemed to be incorporated in that trade confirmation, contract note or such other confirmation and will be legally binding on the Placee on behalf of which it is made and except with the Broker's consent will not be capable of variation or revocation from the time at which it is issued.
5. Each Placee will have an immediate, separate, irrevocable and binding obligation, owed to the Broker (as agent for the Company), to pay to the Broker (or as the Broker may direct) in cleared funds an amount equal to the produce of the Issue Price and the number of Placing Shares such Placee has agreed to acquire and the Company has agreed to allot and issue to that Placee.
6. Except as required by law or regulation, no press release or other announcement will be made by the Broker or the Company using the name of any Placee (or its agent), in its capacity as Placee (or agent), other than with such Placee's prior written consent.
7. Irrespective of the time at which a Placee's allocation pursuant to the Placing is confirmed, settlement for all Placing Shares to be acquired pursuant to the Placing will be required to be made at the same time, on the basis explained below under "Registration and Settlement".
8. All obligations of the Broker under the Placing will be subject to fulfilment of the conditions referred to below "Conditions of the Placing" and to the Placing not being terminated on the basis referred to below under "Right to terminate under the Placing Agreement".
9. By participating in the Placing, each Placee agrees that its rights and obligations in respect of the Placing will terminate only in the circumstances described below and will not be capable of rescission or termination by the Placee.
10. To the fullest extent permissible by law and the applicable rules of the Financial Conduct Authority, neither the Broker nor any of its Affiliates shall have any liability to Placees (or to any other person whether acting on behalf of a Placee or otherwise whether or not a recipient of these terms and conditions) in respect of the Placing. Each Placee acknowledges and agrees that the Company is responsible for the allotment of the Placing Shares to the Placees and the Broker and its Affiliates shall have no liability to the Placees for the failure of the Company to fulfil those obligations. In particular, neither the Broker nor any of its Affiliates shall have any liability (including to the extent permissible by law, any fiduciary duties) in respect of the Broker's conduct of the Placing.
11. Placees that are QIBs and in the United States will be required to executed an Investor Letter in customary form and scope prior to Admission.

Conditions of the Placing

The Broker's obligations under the Placing Agreement in respect of, amongst other things, the EIS/VCT Placing are conditional on, inter alia:

1. the release of this Announcement to a Regulatory Information Service by no later than 5:00 p.m. on 1 March 2021;
2. the release of the Placing Results Announcement to a Regulatory Information Service by no later than 6:00 p.m. on the Business Day following the date of this Announcement;

3. the General Meeting having taken place and the passing thereof of the Resolutions without any amendment which has not been approved by the Broker;
4. the EIS/VCT AIM Application and all other documents required to be submitted with the General AIM Application being delivered to the London Stock Exchange not later than 9.00 a.m. on 22 March 2021;
5. the delivery by the Company to the Broker of certain documents required under the Placing Agreement;
6. the Company having fully performed its obligations under the Placing Agreement to the extent that such obligations fall to be performed prior to EIS/VCT Admission;
7. none of the warranties given in the Placing Agreement being, in the opinion of the Broker (acting in good faith), untrue or inaccurate in any material respect or misleading in any respect at any time between the date of the Placing Agreement and EIS/VCT Admission and no fact or circumstance having arisen which would render any of the warranties untrue or inaccurate in any material respect or misleading in any respect if it was repeated as at EIS/VCT Admission;
8. the issue and allotment of the EIS/VCT Placing Shares, conditional only upon admission of such Ordinary Shares to trading on AIM becoming effective in accordance with Rule 6 of the AIM Rules, by 26 March 2021 or such later time as may be agreed between the Company and the Broker, not being later than the Long Stop Date;
9. admission of the EIS/VCT Placing Shares to trading on AIM becoming effective in accordance with Rule 6 of the AIM Rules on or before 26 March 2021; and
10. the Placing Agreement not having been terminated by the Broker.

The Broker's obligations under the Placing Agreement in respect of the General Placing are conditional on, inter alia:

1. EIS/VCT Admission having occurred in accordance with the terms of the Placing Agreement;
2. the General AIM Application and all other documents required to be submitted with the General AIM Application being delivered to the London Stock Exchange;
3. the delivery by the Company to the Broker of certain documents required under the Placing Agreement;
4. the Company having fully performed its obligations under the Placing Agreement to the extent that such obligations fall to be performed prior to General Admission;
5. none of the warranties given in the Placing Agreement being, in the opinion of the Broker (acting in good faith), untrue or inaccurate in any material respect or misleading in any respect at any time between the date of the Placing Agreement and General Admission and no fact or circumstance having arisen which would render any of the warranties untrue or inaccurate in any material respect or misleading in any respect if it was repeated as at General Admission;
6. the issue and allotment of the General Placing Shares, conditional only upon admission of such Ordinary Shares to trading on AIM becoming effective in accordance with Rule 6 of the AIM Rules, by 29 March 2021 or such later time as may be agreed between the Company and the Broker, not being later than the Long Stop Date;
7. admission of the General Placing Shares becoming effective in accordance with Rule 6 of the AIM Rules on or before 29 March 2021; and

8. the Placing Agreement not having been terminated by the Broker.

If: (i) any of the conditions contained in the Placing Agreement, including those described above, are not fulfilled or (where applicable) waived by the Broker by the respective time or date where specified (or such later time or date as the Broker may notify to the Company); (ii) any of such conditions becomes incapable of being fulfilled; or (iii) the Placing Agreement is terminated in the circumstances specified below, the Placing will not proceed and the Placees' rights and obligations hereunder in relation to the Placing Shares shall cease and terminate at such time and each Placee agrees that no claim can be made by the Placee in respect thereof. Shareholders should note that it is possible that EIS/VCT Admission occurs but General Admission does not, should any condition of the Placing Agreement be invalidated between EIS/VCT Admission and General Admission.

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

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

Right to terminate the Placing Agreement

The Broker is entitled to terminate the Placing Agreement by giving notice to the Company in certain circumstances, including, inter alia, if before either General Admission (in respect of the General Placing) or EIS/VCT Admission (in respect of the EIS/VCT Placing):

1. the Company is in breach of any provision of the Placing Agreement, or with the requirements of any laws or regulations (including the Market Abuse Regulation and the AIM Rules) in relation to the Fundraising;
2. the Broker becomes aware of any circumstance which results in any of the warranties given in the Placing Agreement being not true or inaccurate in any material respect or misleading when given at the date of the Placing Agreement or which results in or might in the opinion of the Broker (acting in good faith) result in any of the warranties being not true or inaccurate in any material respect or misleading when deemed given;
3. the appointment of the Broker pursuant to the engagement letter between the Broker and the Company dated 14 August 2019 and/or as nominated advisor to the Company is terminated for whatever reason;
4. it should come to the notice of the Broker that any statement contained in any of the Issue Documents (as defined in the Placing Agreement) is untrue or inaccurate which the Broker considers to be material or misleading or that matters have arisen which would, if the Issue Documents were issued at that time, constitute an omission therefrom which the Broker (acting in good faith) considers to be material, and such matter may not, in the opinion of the Broker be addressed by the publication of a further document or the making of an announcement;
5. in the opinion of the Broker (acting in good faith) any material adverse change in the financial or trading position or prospects of the Company or any Group Company or the Group as a whole has or will occur;

6. the General AIM Application or the EIS/VCT AIM Application being refused by the London Stock Exchange;
7. a suspension of trading in securities generally on the London Stock Exchange or trading is limited or minimum prices established on such exchange; or
8. an event or other matter (including, without limitation, any change or development in national or international economic, financial, political, diplomatic, military or other market conditions or any change in any government regulation) or a material deterioration in, or material escalation in the response to, the Covid-19 pandemic) has occurred or is likely to occur which, in the opinion of the Broker acting in good faith, is (or will be if it occurs) likely materially and prejudicially to affect the financial position or the business or prospects of the Company or otherwise makes it impractical or inadvisable for the Broker to perform its respective obligations under the Placing Agreement; for these purposes 'market conditions' includes conditions affecting securities in the business sector in which the Company operates and conditions affecting securities generally.

If the Placing Agreement is terminated prior to EIS/VCT Admission then neither the EIS/VCT Placing, nor the General Placing will occur.

The rights and obligations of the Placees will not be subject to termination by the Placees or any prospective Placees at any time or in any circumstances. By participating in the Placing, Placees agree that the exercise by the Broker of any right of termination or other discretion under the Placing Agreement shall be within the absolute discretion of the Broker and that the Broker need not make any reference to Placees in this regard and that neither the Broker nor any of its respective Affiliates shall have any liability to Placees whatsoever in connection with any such exercise or failure so to exercise.

No Admission Document or Prospectus

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

Registration and Settlement

Settlement of transactions in the Placing Shares will, unless otherwise agreed, take place on a delivery versus payment basis within CREST. Each Placee will be deemed to agree that it will do all things necessary to ensure that delivery and payment is completed as directed by the Broker in accordance with the standing CREST settlement instructions which they have in place with the Broker.

Settlement of transactions in the Placing Shares (ISIN:GB00B4XS5145) following each Admission will take place within the system administered by Euroclear UK & Ireland Limited ("**CREST**") provided that, subject to certain exceptions, the Broker reserves the right to require settlement for, and delivery of, the Placing Shares (or a portion thereof) to Placees by such other means that it deems necessary if delivery or settlement is not possible or practicable within CREST within the timetable set out in this Announcement or would not be consistent with the regulatory requirements in any Placee's jurisdiction.

It is expected that settlement of the EIS/VCT Placing Shares will be on 26 March 2021 unless otherwise notified by the Broker and EIS/VCT Admission is expected to occur by 26 March 2021 or such later time as may be agreed between the Company and the Broker, not being later than the Long Stop. It is expected that settlement of the General Placing Shares will be on 29 March 2021 unless otherwise notified by the Broker and General Admission is expected to occur by 29 March 2021 or such later time as may be agreed between the Company and the Broker, not being later than the Long Stop Date.

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 2 percentage points above the prevailing LIBOR as determined by the Broker.

Each Placee is deemed to agree that, if it does not comply with these obligations, the Broker may sell any or all of the Placing Shares allocated to that Placee on such Placee's behalf and retain from the proceeds, for the Broker's account and benefit (as agent for the Company), an amount equal to the aggregate amount owed by the Placee plus any interest due. The relevant Placee will, however, remain liable and shall indemnify the Broker on demand for any shortfall below the aggregate amount owed by it and may be required to bear any stamp duty or stamp duty reserve tax or securities transfer tax (together with any interest or penalties) which may arise upon the sale of such Placing Shares on such Placee's behalf. By communicating a bid for Placing Shares, each Placee confers on the Broker such authorities and powers necessary to carry out any such sale and agrees to ratify and confirm all actions which the Broker lawfully takes in pursuance of such sale. Legal and/or beneficial title in and to any Placing Shares shall not pass to the relevant Placee until it has fully complied with its obligations hereunder.

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

Insofar as Placing Shares are registered in a Placee's name or that of its nominee or in the name of any person for whom a Placee is contracting as agent or that of a nominee for such person, such Placing Shares should, subject as provided below, be so registered free from any liability to UK stamp duty or stamp duty reserve tax or securities transfer tax. Neither the Broker nor the Company will be liable in any circumstances for the payment of stamp duty, stamp duty reserve tax or securities transfer tax in connection with any of the Placing Shares. Placees will not be entitled to receive any fee or commission in connection with the Placing.

Representations, Warranties and Further Terms

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

1. that it has read and understood this Announcement, including the Appendix, in its entirety and that its subscription for or purchase of Placing Shares is subject to and based upon all the terms, conditions, representations, warranties, acknowledgements, agreements and undertakings and other information contained herein and undertakes not to redistribute or duplicate this Announcement;
2. that its obligations are irrevocable and legally binding and shall not be capable of rescission or termination by it in any circumstances;
3. that the exercise by the Broker of any right or discretion under the Placing Agreement shall be within the absolute discretion of the Broker and the Broker need not have any reference to it and shall have

no liability to it whatsoever in connection with any decision to exercise or not to exercise any such right and each Placee agrees that it has no rights against the Broker or the Company, or any of their respective officers, directors or employees, under the Placing Agreement pursuant to the Contracts (Rights of Third Parties Act) 1999;

4. that these terms and conditions represent the whole and only agreement between it, the Broker and the Company in relation to its participation in the Placing and supersedes any previous agreement between any of such parties in relation to such participation. Accordingly, each Placee, in accepting its participation in the Placing, is not relying on any information or representation or warranty in relation to the Company or any of its subsidiaries or any of the Placing Shares other than as contained in this Announcement, the Exchange Information and the Publicly Available Information, such information being all that it deems necessary to make an investment decision in respect of the Placing Shares. Each Placee agrees that neither the Company, the Broker nor any of their respective officers, directors or employees will have any liability for any such other information, representation or warranty, express or implied;
5. that (A) in the case of any Placing Shares acquired by it as a financial intermediary, as that term is used in Article 5(1) of the UK Prospectus Regulation, (i) the Placing Shares acquired by it in the Placing have not been acquired on behalf of, nor have they been acquired with a view to their offer or resale to, persons in the United Kingdom other than UK Qualified Investors or in circumstances in which the prior consent of the Broker has been given to the offer or resale; or (ii) where Placing Shares have been acquired by it on behalf of persons in UK other than UK Qualified Investors, the offer of those Placing Shares to it is not treated under the UK Prospectus Regulation as having been made to such persons; or (B) in the case of any Placing Shares acquired by it as a financial intermediary, as that term is used in Article 5(1) of the EU Prospectus Regulation, (i) the Placing Shares acquired by it in the Placing have not been acquired on behalf of, nor have they been acquired with a view to their offer or resale to, persons in any Member State of the EEA which has implemented the EU Prospectus Regulation other than EU Qualified Investors or in circumstances in which the prior consent of the Broker has been given to the offer or resale; or (ii) where Placing Shares have been acquired by it on behalf of persons in any member state of the EEA other than EU Qualified Investors, the offer of those Placing Shares to it is not treated under the Prospectus Directive as having been made to such persons;
6. that neither it nor, as the case may be, its clients expect the Broker to have any duties or responsibilities to such persons similar or comparable to the duties of "best execution" and "suitability" imposed by the FCA's Conduct of Business Source Book, and that the Broker is not acting for it or its clients, and that the Broker will not be responsible for providing the protections afforded to customers of the Broker or for providing advice in respect of the transactions described herein;
7. that it has made its own assessment of the Placing Shares and has relied on its own investigation of the business, financial or other position of the Company in accepting a participation in the Placing and neither the Broker or the Company nor any of their respective Affiliates, agents, directors, officers or employees or any person acting on behalf of any of them has provided, and will not provide, it with any material regarding the Placing Shares or the Company or any other person other than the information in this Announcement or the Publicly Available Information; nor has it requested the Broker, the Company or any of their respective Affiliates, agents, directors, officers or employees or any person acting on behalf of any of them to provide it with any such information;
8. that the only information on which it is entitled to rely on and on which it has relied in committing to subscribe for the Placing Shares is contained in this Announcement and the Publicly Available Information, such information being all that it deems necessary to make an investment decision in respect of the Placing Shares and it has made its own assessment of the Company, the Placing Shares and the terms of the Placing based on this Announcement, the Circular and the Publicly Available Information;
9. that neither the Broker or the Company nor any of their respective Affiliates, agents, directors, officers or employees has made any representation or warranty to it, express or implied, with respect to the

Company, the Placing or the Placing Shares or the accuracy, completeness or adequacy of this Announcement or the Publicly Available Information;

10. that it is and, at the time the Placing Shares are acquired, will be either: (i) outside the United States and is acquiring the Placing Shares in an "offshore transaction" in accordance with Rule 903 or Rule 904 of Regulation S; or (ii)(a) an IAI or (b) a QIB, which is acquiring the Placing Shares for its own account or for the account of one or more QIBs, each of which is acquiring beneficial interests in the Placing Shares for its own account; if acquiring the Placing Shares for the account of one or more other persons, it has sole investment discretion with respect to each such account and full power and authority to make the representations, warranties, agreements and acknowledgements herein on behalf of each such account;
11. that, unless specifically agreed with the Broker, it is not and was not acting on a non-discretionary basis for the account or benefit of a person located within the United States at the time the undertaking to subscribe for and/or purchase Placing Shares was given and it is not acquiring Placing Shares with a view to the offer, sale, resale, transfer, delivery or distribution, directly or indirectly, of any Placing Shares into the United States and it will not reoffer, resell, pledge or otherwise transfer the Placing Shares except pursuant to an exemption from the registration requirements of the Securities Act and otherwise in accordance with any applicable securities laws of any state or jurisdiction of the United States;
12. that it is not a national or resident of Australia, South Africa or Japan or a corporation, partnership or other entity organised under the laws of Australia, the Republic of South Africa or Japan and that it will not offer, sell, renounce, transfer or deliver, directly or indirectly, any of the Placing Shares in Canada, Australia, the Republic of South Africa or Japan or to or for the benefit of any person resident in Canada, Australia, the Republic of South Africa or Japan and each Placee acknowledges that no document has been or will be lodged with, filed with or registered by the Australian Securities and Investments Commission or Japanese Ministry of Finance and that the Placing Shares are not being offered for sale and may not be, directly or indirectly, offered, sold, transferred or delivered in or into Australia, the Republic South Africa or Japan;
13. that it does not have a registered address in, and is not a citizen, resident or national of, any jurisdiction in which it is unlawful to make or accept an offer of the Placing Shares and it is not acting on a non-discretionary basis for any such person;
14. that it has not, directly or indirectly, distributed, forwarded, transferred or otherwise transmitted, and will not, directly or indirectly, distribute, forward, transfer or otherwise transmit, any presentation or offering materials concerning the Placing or the Placing Shares to any persons within the United States;
15. that it is entitled to subscribe for and/or purchase Placing Shares under the laws of all relevant jurisdictions which apply to it and that it has fully observed such laws and obtained all governmental and other consents which may be required thereunder or otherwise and complied with all necessary formalities and that it has not taken any action which will or may result in the Company or the Broker or any of their respective directors, officers, employees or agents acting in breach of any regulatory or legal requirements of any territory in connection with the Placing or its acceptance;
16. that it has obtained all necessary consents and authorities to enable it to give its commitment to subscribe for and/or purchase the Placing Shares and to perform its subscription and/or purchase obligations;
17. that where it is acquiring Placing Shares for one or more managed accounts, it is authorised in writing by each managed account: (a) to acquire the Placing Shares for each managed account; (b) to make on its behalf the representations, warranties, acknowledgements, undertakings and agreements in this Appendix and this Announcement of which it forms part; and (c) to receive on its behalf any investment letter relating to the Placing in the form provided to it by the Broker;

18. that it is either: (a) a person of a kind described in paragraph 5 of Article 19 (persons having professional experience in matters relating to investments and who are investment professionals) of the Order; or (b) a person of a kind described in paragraph 2 of Article 49 (high net worth companies, unincorporated associations, partnerships or trusts or their respective directors, officers or employees) of the Order; or (c) a person to whom it is otherwise lawful for this Announcement to be communicated and in the case of (a) and (b) undertakes that it will acquire, hold, manage or dispose of any Placing Shares that are allocated to it for the purposes of its business;
19. that, unless otherwise agreed by the Broker, it is a qualified investor (as defined in section 86(7) of the Financial Services and Markets Act 2000, as amended ("**FSMA**"));
20. that, unless otherwise agreed by the Broker, it is a "professional client" or an "eligible counterparty" within the meaning of Chapter 3 of the FCA's Conduct of Business Sourcebook and it is purchasing Placing Shares for investment only and not with a view to resale or distribution;
21. 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;
22. if it is in Canada, it is (A) a "permitted client" as defined in Section 1.1 of NI 31-103 and (B) an "accredited investor" as defined in Section 73.3(1) of the Securities Act (Ontario) and Section 1.1 of NI 45-106 and is not a person created or used solely to purchase or hold the Placing Shares as an "accredited investor" as described in paragraph (m) of the definition of "accredited investor" in section 1.1 of NI 45-106;
23. if it is in Canada, that the distribution of the Placing Shares is being made on a private placement basis only and is exempt from the requirement that the Company prepare and file a prospectus with the applicable Canadian securities regulatory authorities and, therefore, any resale of Placing Shares in Canada must be made in accordance with applicable Canadian securities laws, which may require resales to be made in accordance with exemptions from the Canadian dealer registration and prospectus requirements and Canadian purchasers are advised to seek legal advice prior to any
24. that any money held in an account with the Broker (or its nominee) on its behalf and/or any person acting on its behalf will not be treated as client money within the meaning of the rules and regulations of the FCA. Each Placee further acknowledges that the money will not be subject to the protections conferred by the FCA's client money rules. As a consequence, this money will not be segregated from the Broker's (or its nominee) money in accordance with such client money rules and will be used by the Broker in the course of its own business and each Placee will rank only as a general creditor of the Broker;
25. that it will (or will procure that its nominee will) if applicable, make notification to the Company of the interest in its ordinary shares in accordance with the Disclosure Guidance and Transparency Rules published by the FCA;
26. that it is not, and it is not acting on behalf of, a person falling within subsections (6), (7) or (8) of sections 67 or 70 respectively or subsections (2) and (3) of section 93 or subsection (1) of section 96 of the Finance Act 1986;
27. that it will not deal or cause or permit any other person to deal in all or any of the Placing Shares which it is subscribing for and/or purchasing under the Placing unless and until Admission becomes effective;
28. that it appoints irrevocably any director of the Broker as its agent for the purpose of executing and delivering to the Company and/or its registrars any document on its behalf necessary to enable it to be registered as the holder of the Placing Shares;

29. that, as far as it is aware it is not acting in concert (within the meaning given in The City Code on Takeovers and Mergers) with any other person in relation to the Company;
30. that this Announcement does not constitute a securities recommendation or financial product advice and that neither the Broker nor the Company has considered its particular objectives, financial situation and needs;
31. that it has sufficient knowledge, sophistication and experience in financial, business and investment matters as is required to evaluate the merits and risks of subscribing for or purchasing the Placing Shares and is aware that it may be required to bear, and it, and any accounts for which it may be acting, are able to bear, the economic risk of, and is able to sustain, a complete loss in connection with the Placing;
32. that it will indemnify and hold the Company and the Broker and their respective Affiliates harmless from any and all costs, claims, liabilities and expenses (including legal fees and expenses) arising out of or in connection with any breach of the representations, warranties, acknowledgements, agreements and undertakings in this Appendix and further agrees that the Company and the Broker will rely on the truth and accuracy of the confirmations, warranties, acknowledgements and undertakings herein and, if any of the foregoing is or becomes no longer true or accurate, the Placee shall promptly notify the Broker and the Company. All confirmations, warranties, acknowledgements and undertakings given by the Placee, pursuant to this Announcement (including this Appendix) are given to the Broker for itself and on behalf of the Company and will survive completion of the Placing and Admission;
33. that time shall be of the essence as regards obligations pursuant to this Appendix;
34. that it is responsible for obtaining any legal, financial, tax and other advice that it deems necessary for the execution, delivery and performance of its obligations in accepting the terms and conditions of the Placing, and that it is not relying on the Company or the Broker to provide any legal, financial, tax or other advice to it;
35. that all dates and times in this Announcement (including this Appendix) may be subject to amendment and that the Broker shall notify it of such amendments;
36. that (i) it has complied with its obligations under the Criminal Justice Act 1993, Part VIII of FSMA, the UK version of Market Abuse Regulation (2014/596/EU) which is part of UK law by virtue of the European Union (Withdrawal) Act 2018 and any applicable provisions of the Market Abuse Regulation (2014/596/EU), (ii) in connection with money laundering and terrorist financing, it has complied with its obligations under the Proceeds of Crime Act 2002 (as amended), the Terrorism Act 2000 (as amended), the Terrorism Act 2006 and the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 and (iii) it is not a person: (a) with whom transactions are prohibited under the Foreign Corrupt Practices Act of 1977 or any economic sanction programmes administered by, or regulations promulgated by, the Office of Foreign Assets Control of the U.S. Department of the Treasury; (b) named on the Consolidated List of Financial Sanctions Targets maintained by HM Treasury of the United Kingdom; or (c) subject to financial sanctions imposed pursuant to a regulation of the European Union or a regulation adopted by the United Nations (together, the "**Regulations**"); and, if making payment on behalf of a third party, that satisfactory evidence has been obtained and recorded by it to verify the identity of the third party as required by the Regulations and, if making payment on behalf of a third party, that satisfactory evidence has been obtained and recorded by it to verify the identity of the third party as required by the Regulations and has obtained all governmental and other consents (if any) which may be required for the purpose of, or as a consequence of, such purchase, and it will provide promptly to the Broker such evidence, if any, as to the identity or location or legal status of any person which the Broker may request from it in connection with the Placing (for the purpose of complying with such Regulations or ascertaining the nationality of any person or the jurisdiction(s) to which any person is subject or otherwise) in the form and manner requested by the Broker on the basis that any failure by it to do so may result in the number of Placing Shares that are to be subscribed for and/or

purchased by it or at its direction pursuant to the Placing being reduced to such number, or to nil, as the Broker may decide in its absolute discretion;

37. that it will not make any offer to the public of those Placing Shares to be subscribed for and/or purchased by it for the purposes of the Prospectus Regulation Rules made by the FCA ;
38. that it will not distribute any document relating to the Placing Shares and it will be acquiring the Placing Shares for its own account as principal or for a discretionary account or accounts (as to which it has the authority to make the statements set out herein) for investment purposes only and it does not have any contract, understanding or arrangement with any person to sell, pledge, transfer or grant a participation therein to such person or any third person with respect of any Placing Shares; save that that if it is a private client stockbroker or fund manager it confirms that in purchasing the Placing Shares it is acting under the terms of one or more discretionary mandates granted to it by private clients and it is not acting on an execution only basis or under specific instructions to purchase the Placing Shares for the account of any third party;
39. that it acknowledges that these terms and conditions and any agreements entered into by it pursuant to these terms and conditions shall be governed by and construed in accordance with the laws of England and Wales and it submits (on behalf of itself and on behalf of any person on whose behalf it is acting) to the exclusive jurisdiction of the English courts as regards any claim, dispute or matter arising out of any such contract, except that enforcement proceedings in respect of the obligation to make payment for the Placing Shares (together with any interest chargeable thereon) may be taken by the Company or the Broker in any jurisdiction in which the relevant Placee is incorporated or in which its assets are located or any of its securities have a quotation on a recognised stock exchange;
40. that any documents sent to Placees will be sent at the Placees' risk. They may be sent by post to such Placees at an address notified to the Broker;
41. that the Broker owes no fiduciary or other duties to any Placee in respect of any representations, warranties, undertakings or indemnities in the Placing Agreement;
42. that the Broker or any of its respective Affiliates may, at their absolute discretion, agree to become a Placee in respect of some or all of the Placing Shares;
43. that no prospectus or offering document has been or will be prepared in connection with the Placing and it has not received and will not receive a prospectus or other offering document in connection with the Placing or the Placing Shares; and
44. that if it has received any confidential price sensitive information concerning the Company in advance of the publication of this Announcement, it has not: (i) dealt in the securities of the Company; (ii) encouraged, required, recommended or induced another person to deal in the securities of the Company; or (iii) disclosed such information to any person, prior to such information being made publicly available.

The Company, the Broker and their respective Affiliates will rely upon the truth and accuracy of each of the foregoing representations, warranties, acknowledgements and undertakings which are given to the Broker for itself and on behalf of the Company and are irrevocable.

The provisions of this Appendix may be waived, varied or modified as regards specific Placees or on a general basis by the Broker.

The agreement to settle a Placee's subscription and/or purchase (and/or the subscription of a person for whom such Placee is contracting as agent) free of stamp duty and stamp duty reserve tax depends on the settlement relating only to a subscription by it and/or such person direct from the Company for the Placing Shares in question. Such agreement assumes that the Placing Shares are not being subscribed for in connection with arrangements to issue depository receipts or to transfer the Placing Shares into a clearance service. If there are any such arrangements, or the settlement relates to any other subsequent dealing in the Placing Shares,

stamp duty or stamp duty reserve tax may be payable, for which neither the Company or the Broker will be responsible, and the Placee to whom (or on behalf of whom, or in respect of the person for whom it is participating in the Placing as an agent or nominee) the allocation, allotment, issue or delivery of Placing Shares has given rise to such UK stamp duty or stamp duty reserve tax undertakes to pay such UK stamp duty or stamp duty reserve tax forthwith and to indemnify on an after-tax basis and to hold harmless the Company and the Broker in the event that any of the Company and/or the Broker have incurred any such liability to UK stamp duty or stamp duty reserve tax. If this is the case, each Placee should seek its own advice and notify the Broker accordingly.

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

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 Broker 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.

DEFINITIONS

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

"Admissions"	together the EIS/VCT Admission and the General Admission
"Affiliates"	any person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person specified
"AIM"	the market of that name operated by the London Stock Exchange
"AIM Rules"	the AIM Rules for Companies as published by the London Stock Exchange from time to time
"Announcement"	means this announcement (including the Appendix to this announcement) dated 1 March 2021
"Bookrunner" or "Broker" or "Canaccord Genuity"	Canaccord Genuity Limited
"CRM"	customer relationship management
"Circular" or "Document"	the circular expected to be dated 2 March 2021
"Company" or "CloudCall"	CloudCall Group plc
"CREST"	the relevant system (as defined in the Uncertificated Securities Regulations 2001) for the paperless settlement of trades and the holding of

	uncertificated securities operated by Euroclear UK & Ireland Limited
"Directors" or "Board"	the directors of the Company
"EBITDA"	earnings before interest, tax, depreciation and amortisation
"EEA"	the European Economic Area
"EIS"	Enterprise Investment Scheme under the provisions of Part 5 of the UK Income Tax Act 2007 (as amended)
"EIS/VCT Admission"	admission of the EIS/VCT Placing Shares to trading on AIM becoming effective in accordance with the AIM Rules
"EIS/VCT AIM Application"	the application to the London Stock Exchange for EIS/VCT Admission as required by Rule 29 of the AIM Rules
"EIS/VCT Placing"	the conditional placing of the EIS/VCT Placing Shares by Canaccord Genuity, as agent on behalf of the Company, pursuant to the Placing Agreement
"EIS/VCT Placing Shares"	5,521,472 number of Placing Shares to be allotted and issued to certain persons seeking to invest in "eligible shares" for the purposes of the applicable legislation in relation to EIS or VCT
"Existing Ordinary Shares"	the 38,826,763 Ordinary Shares in issue as at the date of this Document
"FCA"	the Financial Conduct Authority in its capacity as the competent authority for the purposes of Part VI of FSMA
"FSMA"	the Financial Services and Markets Act of 2000 (as amended)
"Fundraising"	together, the Placing and the PrimaryBid Offer
"General Admission"	admission of the General Placing Shares and PrimaryBid Shares to trading on AIM becoming effective in accordance with the AIM Rules
"General AIM Application"	the application to the London Stock Exchange for General Admission as required by Rule 29 of the AIM Rules

"General Meeting"	the general meeting to be convened by the notice of the General Meeting to be set out in the Circular for the date and time referred to in this Announcement or any adjournment thereof
"General Placing"	the conditional placing of the General Placing Shares by Canaccord Genuity, as agent on behalf of the Company, pursuant to the Placing Agreement
"General Placing Shares"	the new Ordinary Shares to be issued by the Company pursuant to the Placing which are not the EIS/VCT Placing Shares
"Group"	the Company and its subsidiary undertakings from time to time and " Group Company " shall be construed accordingly
"HMRC"	HM Revenue & Customs in the UK
"Issue Documents"	the Circular, the Announcement, the form of proxy to accompany the Circular and to be used for the appointment of proxies by Shareholders at the General Meeting, the General AIM Application, the EIS/VCT AIM Application and any other document published or issued by or on behalf of the Company for purposes of the Fundraising
"Issue Price"	81.5 pence per New Ordinary Share
"Link Group"	a trading name of Link Market Services Limited
"London Stock Exchange"	London Stock Exchange plc
"Long Stop Date"	8 a.m. on 12 April 2021
"Market Abuse Regulation"	the Market Abuse Regulation (2014/596/EU) retained by the UK (incorporating the technical standards, delegated regulations and guidance notes, published by the European Commission, London Stock Exchange, the FCA and the European Securities and Markets Authority)
"New Ordinary Shares"	together, the Placing Shares and the PrimaryBid Shares
"Nomad"	Canaccord Genuity Limited
"Ordinary Shares"	the ordinary shares of 20 pence each in the capital of the Company

"Overseas Shareholders"	Shareholders who have a registered address in, who are incorporated in or who are otherwise resident or located in any jurisdiction other than the UK
"Placees"	subscribers for Placing Shares pursuant to the Placing
"Placing"	the conditional placing of the Placing Shares at the Issue Price by Canaccord Genuity as agent for and on behalf of the Company pursuant to the terms of the Placing Agreement
"Placing Agreement"	the agreement dated 1 March 2021 between (i) the Company; and (ii) Canaccord Genuity relating to the Placing, further details of which are set out in this Announcement
"Placing Shares"	a minimum of 7,361,963 new Ordinary Shares to be issued in connection with the Placing
"PrimaryBid"	PrimaryBid Limited (registered number 08092575), which is authorised and regulated by the FCA with register number 779021
"PrimaryBid Offer"	the offer for subscription conducted by PrimaryBid of the PrimaryBid Shares at the Placing Price
"PrimaryBid Shares"	up to 1,226,993 new Ordinary Shares to be issued in connection with the PrimaryBid Offer
"Prospectus Directive"	EU Directive 2003/71/EC
"Prospectus Rules"	the prospectus regulation rules made by the FCA pursuant to section 73A of FSMA
"Publicly Available Information"	any information announced through a Regulatory Information Service by or on behalf of the Company on or prior to the date of this Announcement
"Regulation S"	Regulation S under the Securities Act
"Regulatory Information Service"	any of the services set out on the list maintained by the London Stock Exchange as set out in the AIM Rules
"Resolutions"	the resolutions to be put to Shareholders at the General Meeting to be convened by the notice of General Meeting in the Circular

"Restricted Jurisdictions"	United States, Canada, Australia, Japan, New Zealand, the Republic of Ireland or the Republic of South Africa
"Securities Act"	the US Securities Act of 1933, as amended
"Shareholders"	the shareholders of the Company from time to time
"UK" or "United Kingdom"	the United Kingdom of Great Britain and Northern Ireland
"United States" or "US"	the United States of America, its territories and possessions, any state of the United States of America and the District of Columbia
"VCT"	a Venture Capital Trust under Part 6 of the Income Tax Act 2007