

# GLENCORE

**THIS ANNOUNCEMENT (INCLUDING THE APPENDIX) AND THE INFORMATION CONTAINED HEREIN ARE NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN OR INTO THE UNITED STATES, AUSTRALIA, CANADA, JAPAN, JERSEY, SOUTH AFRICA OR ANY JURISDICTION IN WHICH THE SAME WOULD BE UNLAWFUL. THIS ANNOUNCEMENT IS NOT AN OFFER OF SECURITIES IN THE UNITED STATES, AUSTRALIA, CANADA, JAPAN, JERSEY, SOUTH AFRICA OR ANY JURISDICTION IN WHICH THE SAME WOULD BE UNLAWFUL.**

**Baar, Switzerland  
15 September, 2015**

## **Glencore plc announces a placing of up to 1,307,794,600 new ordinary shares**

Further to the announcement made on 7 September 2015 by Glencore plc (the “**Company**” or “**Glencore**”), the Company announces today its intention to place up to 1,307,794,600 new ordinary shares in the Company (the “**New Shares**”), representing up to approximately 9.99% of the Company’s existing issued share capital (excluding treasury shares), with both existing and new institutional investors (the “**Placing**”). As previously announced, the Placing is being implemented to reduce the Company’s indebtedness and increase financial strength.

78% of the New Shares will be allocated through an accelerated book build process which will be launched immediately following this Announcement (the “**Placing Shares**”), in accordance with the terms and conditions set out in the Appendix. Citigroup Global Markets Limited (“**Citi**”) and Morgan Stanley & Co. International plc (“**Morgan Stanley**” and together with Citi, the “**Joint Bookrunners**”) are acting as joint bookrunners and Barclays Bank PLC (“**Barclays**” and together with the Joint Bookrunners, the “**Banks**”) is acting as co-bookrunner in connection with the Placing.

The remaining 22% of the New Shares will be subscribed at the Placing Price (as defined below) pursuant to commitments (the “**Management Commitments**”) received from certain of Glencore’s senior management (including its CEO, CFO and several Board members) described in the separate announcement made on 7 September.

### **Details of the Placing**

The placing of the Placing Shares is subject to the terms and conditions set out in the Appendix (which forms part of this announcement, such announcement and the Appendix together being the “**Announcement**”). The Banks will today commence a bookbuilding process in respect of the placing of the Placing Shares (the “**Bookbuilding Process**”). The price per ordinary share at which the New Shares (including those subscribed pursuant to the Management Commitments) are to be placed (the “**Placing Price**”) will be decided at the close of the Bookbuilding Process.

The book will open with immediate effect following this Announcement. The timing of the closing of the book, pricing and allocations are at the discretion of the Joint Bookrunners and the Company. Details of the Placing Price and the number of New Shares will be announced as soon as practicable after the close of the Bookbuilding Process.

The New Shares, when issued, will be fully paid and will rank *pari passu* in all respects with the existing ordinary shares of the Company, including the right to receive all dividends and other distributions declared, made or paid after the date of issue. The New Shares are expected to be issued on 21 September 2015, which is after the record date for the 2015 interim distribution of US\$0.06 per New Share, payable on 29 September 2015. The New Shares will therefore not carry any entitlement to participate in the 2015 interim distribution. If all the New Shares are placed, it would represent an increase of approximately 9.85% of the current issued ordinary share capital of the Company (9.99% of the current issued ordinary share capital excluding treasury shares). The Placing will be made on a non-pre-emptive basis.

Application will be made for the New Shares to be admitted to the premium listing segment of the Official List (the “**Official List**”) of the Financial Conduct Authority (the “**FCA**”) and to be admitted to trading on the main market for listed securities of the London Stock Exchange plc (the “**London Stock Exchange**”) (together, “**Admission**”). Settlement for the New Shares and Admission is expected to take place on or around 8.00 a.m. on 21 September 2015. Applications to the Hong Kong Stock Exchange (the “**HKSE**”) and the Johannesburg Stock Exchange (the “**JSE**”) will be made to list the New Shares.

The Placing is conditional, among other things, upon Admission becoming effective. The Placing is also conditional upon the placing agreement between the Company and the Banks (the “**Placing Agreement**”) not being terminated. The Appendix sets out further information relating to the Bookbuilding Process and the terms and conditions of the placing of the Placing Shares. By choosing to participate and by making an oral and legally binding offer to acquire Placing Shares, investors 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 terms and conditions in it and to be providing the representations, warranties and acknowledgements contained in the Appendix. This Announcement (including the Appendix) should be read in its entirety.

**For further information please contact:**

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Linklaters LLP is providing legal advice to Glencore plc.

**About the Company**

Glencore is one of the world's largest global diversified natural resource companies and a major producer and marketer of more than 90 commodities. The Group's operations comprise of over 150 mining and metallurgical sites, oil production assets and agricultural facilities.

With a strong footprint in both established and emerging regions for natural resources, Glencore's industrial and marketing activities are supported by a global network of more than 90 offices located in over 50 countries.

Glencore's customers are industrial consumers, such as those in the automotive, steel, power generation, oil and food processing. We also provide financing, logistics and other services to producers and consumers of commodities. Glencore's companies employ around 181,000 people, including contractors.

Glencore is proud to be a member of the Voluntary Principles on Security and Human Rights and the International Council on Mining and Metals. We are an active participant in the Extractive Industries Transparency Initiative.

**Other Matters Relating to the Placing**

In the explanatory notes to the Company's notice of AGM, the Board stated that it intended to adhere to the provisions in the Pre-emption Group's Statement of Principles as updated in March 2015, and not to allot shares for cash on a non-pre-emptive basis pursuant to the authority granted pursuant to resolution 16 granted at that AGM in excess of the amounts stated in the Statement of Principles, otherwise than in connection with an acquisition or specified capital investment. In light of the matters set out in Glencore's announcement of 7 September 2015, the Board has reconsidered its intention, and now considers that it is in the best interests of Glencore to use the authority granted pursuant to resolution 16 at the AGM in order to execute the Placing in a timely fashion.

[www.glencore.com](http://www.glencore.com)

 [www.youtube.com/glencorevideos](http://www.youtube.com/glencorevideos)

**Disclaimers**

This Announcement is for information only and, save as expressly set out herein, does not constitute an offer or invitation to underwrite, subscribe for or otherwise acquire or dispose of any securities or investment advice in any jurisdiction, including without limitation, the United Kingdom, the United States, Australia, Canada, Japan, Jersey or South Africa. Any failure to comply with this restriction may constitute a violation of the securities laws of such jurisdiction. Persons needing advice should consult an independent financial adviser.

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 Banks or by any of their respective affiliates or agents as to, or in relation to, the accuracy, completeness or sufficiency of this Announcement or any other written or oral information made available to or publicly available to any interested party or its advisers in connection with the Company, the New Shares and the Placing and any liability therefor is expressly disclaimed.

Citi, Morgan Stanley and Barclays, each of which is authorised by the Prudential Regulation Authority and regulated in the United Kingdom by the Financial Conduct Authority and the Prudential Regulation Authority, are acting exclusively for the Company and no-one else in connection with the Placing and they will not be responsible to anyone other than the Company for providing the protections afforded to their respective clients or in relation to the contents of this Announcement or any transaction or any other matters referred to herein nor for providing advice in relation to the Placing.

The distribution of this Announcement and the placing of the New Shares as set out in this Announcement in certain jurisdictions may be restricted by law. No action has been taken by the Company or the Banks that would permit an offering of such shares or possession or distribution of this Announcement or any other offering or publicity material relating to such shares in any jurisdiction where action for that purpose is required. Any failure to comply with these restrictions may constitute a violation of the securities laws of such jurisdiction. No prospectus will be made available in connection with the matters contained in this Announcement and no such prospectus is required (in accordance with the Prospectus Directive (as defined below)) to be published. Persons into whose possession this Announcement comes are required by the Company and the Banks to inform themselves about, and to observe, such restrictions.

This announcement is directed only at persons (i) having professional experience in matters relating to investments who fall within the definition of “investment professionals” in Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (the “**Order**”) or (ii) who are high net worth entities falling within Article 49(2)(a) to (d) of the Order, and other persons to whom it may otherwise lawfully be communicated (all such persons together being referred to as “**relevant persons**”). This announcement must not be acted or relied on in the United Kingdom by persons who are not relevant persons.

In member states of the European Economic Area (“**EEA**”), this announcement is only addressed to and directed at persons who are “qualified investors” within the meaning of Article 2(1)(e) of the Prospectus Directive (Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the relevant member state) and includes any relevant implementing measure in each relevant member state) (the “Prospectus Directive”) (“**Qualified Investors**”).

This announcement is not being distributed by, nor has it been approved for the purposes of section 21 of the Financial Services and Markets Act 2000 (as amended) (“**FSMA**”) by, a person authorised under FSMA. This announcement is being distributed and communicated to persons in the UK only in circumstances in which section 21(1) of FSMA does not apply.

This Announcement (including the Appendix) does not constitute or form part of any offer to sell or issue or the solicitation of an offer to buy or subscribe for New Shares in the United States (including its territories and possessions, any State of the United States and the District of Columbia). This Announcement (including the Appendix) is not for publication or distribution, directly or indirectly, in or into the United States. The New Shares have not been and will not be registered under the US Securities Act of 1933, as amended (the “**Securities Act**”), and may not be offered or sold in the United States, except pursuant to an exemption from, or in a

transaction not subject to, the registration requirements of the Securities Act. No public offering of the New Shares is being made in the United States.

By participating in the Bookbuilding Process and the placing of the Placing Shares, each person who is invited to and who chooses to participate (including individuals, funds or others) (each a “**Placee**”) by making an oral and legally binding offer to acquire Placing Shares will be deemed to have read and understood this announcement in its entirety, to be participating, making an offer and acquiring Placing Shares on the terms and conditions herein and to be providing the representations, warranties, indemnities, acknowledgements and undertakings contained herein (including in the Appendix).

This announcement contains forward-looking statements. These statements are subject to a number of risks and uncertainties and actual results and events could differ materially from those currently being anticipated as reflected in such forward-looking statements. The terms “expect”, “should be”, “will be” and similar expressions identify forward-looking statements. Factors which may cause future outcomes to differ from those foreseen in forward-looking statements include, but are not limited to: general economic and business conditions; demand for the commodities in which the Company has invested; factors affecting the assets and operations to which the Company’s royalty interests relate; competitive factors in the industries in which the Company operates; exchange rate fluctuations; legislative, fiscal and regulatory developments; political risks; terrorism, acts of war and pandemics; changes in law and legal interpretations. Forward-looking statements speak only as of the date of such statements and, except as required by applicable law, the Company undertakes no obligation to update or revise publicly any forward-looking statements, whether as a result of new information, future events or otherwise. The information contained in this Announcement is subject to change without notice and neither the Company nor the Banks assume any responsibility or obligation to update publicly or review any of the forward-looking statements contained herein.

Any indication in this Announcement of the price at which ordinary shares have been bought or sold in the past cannot be relied upon as a guide to future performance. No statement in this Announcement is intended to be a profit forecast 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. Neither the content of the Company’s website nor any website accessible by hyperlinks on the Company’s website is incorporated in, or forms part of, this Announcement.

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

A copy of this document has been delivered to the registrar of companies in accordance with Article 5 of the Companies (General Provisions) (Jersey) Order 2002, and the registrar has given, and has not withdrawn, consent to its circulation. The Jersey Financial Services Commission has given, and has not withdrawn, its consent under Article 2 of the Control of Borrowing (Jersey) Order 1958 to the issue of securities in the Company. It must be distinctly understood that, in giving these consents, neither the registrar of companies nor the Jersey Financial Services Commission takes any responsibility for the financial soundness of the Company or for the correctness of any statements made, or opinions expressed, with regard to it. If you are in any doubt about the contents of this document you should consult your stockbroker, bank manager, solicitor, accountant or other financial adviser.

**APPENDIX: TERMS AND CONDITIONS OF THE PLACING OF THE PLACING SHARES**

**THIS ANNOUNCEMENT AND THE INFORMATION CONTAINED HEREIN ARE RESTRICTED AND ARE NOT FOR PUBLICATION, RELEASE OR DISTRIBUTION, DIRECTLY OR INDIRECTLY, IN OR INTO THE UNITED STATES, AUSTRALIA, CANADA, JAPAN, JERSEY, SOUTH AFRICA OR ANY JURISDICTION IN WHICH THE SAME WOULD BE UNLAWFUL.**

**IMPORTANT INFORMATION FOR INVITED PLACEEES ONLY**

MEMBERS OF THE PUBLIC ARE NOT ELIGIBLE TO TAKE PART IN THE PLACING. THIS ANNOUNCEMENT AND THE TERMS AND CONDITIONS SET OUT IN THIS APPENDIX ARE FOR INFORMATION PURPOSES ONLY AND ARE DIRECTED ONLY AT: (A) PERSONS IN MEMBER STATES OF THE EUROPEAN ECONOMIC AREA WHO ARE QUALIFIED INVESTORS WITHIN THE MEANING OF ARTICLE 2(1)(E) OF THE EU PROSPECTUS DIRECTIVE (WHICH MEANS DIRECTIVE 2003/71/EC, AS AMENDED FROM TIME TO TIME, AND INCLUDES ANY RELEVANT IMPLEMENTING DIRECTIVE MEASURE IN ANY MEMBER STATE) (THE "PROSPECTUS DIRECTIVE") ("QUALIFIED INVESTORS"); AND (B) IN THE UNITED KINGDOM, QUALIFIED INVESTORS WHO ARE PERSONS WHO (I) HAVE PROFESSIONAL EXPERIENCE IN MATTERS RELATING TO INVESTMENTS FALLING WITHIN ARTICLE 19(1) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005 (THE "ORDER"); (II) ARE PERSONS FALLING WITHIN ARTICLE 49(2)(A) TO (D) ("HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS, ETC") OF THE ORDER; OR (III) ARE PERSONS TO WHOM IT MAY OTHERWISE BE LAWFULLY COMMUNICATED (ALL SUCH PERSONS 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. PERSONS DISTRIBUTING THIS ANNOUNCEMENT MUST SATISFY THEMSELVES THAT IT IS LAWFUL TO DO SO. 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. THIS APPENDIX DOES NOT ITSELF CONSTITUTE AN OFFER FOR SALE OR SUBSCRIPTION OF ANY SECURITIES IN THE COMPANY.

NONE OF THE BANKS NOR THE COMPANY MAKES ANY REPRESENTATION TO ANY PLACEEES REGARDING AN INVESTMENT IN THE SECURITIES REFERRED TO IN THIS ANNOUNCEMENT. EACH PLACEE SHOULD CONSULT WITH ITS OWN ADVISERS AS TO LEGAL, TAX, BUSINESS AND RELATED ASPECTS OF AN ACQUISITION OF PLACING SHARES.

Persons who are invited to and who choose to participate in the placing of the Placing Shares, by making an oral or written offer to acquire Placing Shares, including any individuals, funds or others on whose behalf a commitment to acquire Placing Shares is given, will be deemed to have read and understood this Announcement in its entirety and to be making such offer on the terms and conditions, and to be providing the representations, warranties, indemnities, acknowledgements and undertakings, contained in this Appendix. In particular each such Placnee represents, warrants and acknowledges that:

- (a) 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;
- (b) in the case of a Relevant Person in a relevant member state of the EEA who acquires any Placing Shares pursuant to the Placing:
  - (i) it is a Qualified Investor; and
  - (ii) if it is a financial intermediary, as that term is used in Article 3(2) of the Prospectus Directive, that any Placing Shares acquired by it in the Placing will not be acquired on a non-discretionary basis on behalf of, nor will they be acquired with a view to their offer or resale to, persons in circumstances which may give rise to an offer of securities to the public other than an offer or resale in a member state of the EEA which has implemented the Prospectus Directive to Qualified Investors, or in circumstances in which the prior consent of the Banks has been given to each such proposed offer or resale;

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- (c) (A) (i) it is not in the United States and (ii) it is not acting for the account or benefit of a person in the United States; (B) it is a dealer or other professional fiduciary in the United States acting on a discretionary basis for a non-US person (other than an estate or trust) in reliance on Regulation S under the US Securities Act of 1933, as amended (the "**Securities Act**"); (C) it is otherwise acquiring the Placing Shares in an "offshore transaction" meeting the requirements of Regulation S under the Securities Act; or (D) it is a "qualified institutional buyer" (a "**QIB**") (as defined in Rule 144A under the Securities Act) and, in each case under this sub clause (D), it has duly executed an investor letter in a form provided to it and delivered the same to one of the Banks or their respective affiliates;
- (d) it is acquiring the Placing Shares for its own account or is acquiring the Placing Shares for an account with respect to which it exercises sole investment discretion and has the authority to make and does make the representations, warranties, indemnities, acknowledgements and agreements contained in this Announcement; and
- (e) it understands (or, if acting for the account of another person, such person understands) the resale and transfer restrictions set out in this Appendix.

Each Canadian Placee represents, warrants and acknowledges that it: (a) is resident in Canada in one of the Offering Jurisdictions (as defined below); (b) is entitled under Canadian securities laws to purchase such securities without the benefit of a prospectus qualified under such securities laws; (c) is purchasing the securities with the benefit of the prospectus exemption provided by Section 2.3 of NI 45 106 (that is, such purchaser is an "accredited investor" within the meaning of NI 45-106 and is either purchasing the securities as principal for its own account, or is deemed to be purchasing the securities as principal for its own account in accordance with Canadian securities laws); (d) if not an individual, the purchaser was not created or used solely to purchase or hold securities as an accredited investor under NI 45 106; (e) is a permitted client within the meaning of NI 31-103; and (f) if required by applicable securities laws, the purchaser will execute, deliver and file or assist the Company and the Banks in obtaining and filing such reports, undertakings and other documents relating to the purchase of the securities by the purchaser as may be required by any securities commission, stock exchange or other regulatory authority.

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

The Placing Shares are being offered and sold outside the United States in accordance with Regulation S under the Securities Act. Any offering to be made in the United States will be made to a limited number of QIBs pursuant to an exemption from registration under the Securities Act in a transaction not involving any public offering.

This Announcement is not intended, and should not be considered to constitute an "offer to the public" as defined in the South African Companies Act, 2008 (the "**SA Companies Act**").

The information set out in this Announcement is not intended, and should not be considered, as "advice" as defined in the Financial Advisory and Intermediary Services Act, 2002, nor does it purport to describe all of the considerations that may be relevant to a prospective investor.

This Announcement constitutes objective information about the Company or the Placing Shares and nothing contained in it should be construed as constituting any form of investment advice or recommendation, guidance or proposal of a financial nature in respect of any investment issued by the Company or any transaction in relation to the Company or the Placing Shares. Any investor contemplating making an investment in the Placing Shares should determine its own investment objectives and experience, and any other factors which may be relevant to it in connection with such investment, and should consult its professional advisors in this regard.

There will be no offer or solicitation of any offers for sale or subscription or sale of any Placing Shares, except in accordance with the South African Exchange Control Regulations, 1961, promulgated pursuant

to the Currency and Exchanges Act, 1933 (as amended from time to time) (the “**SA Exchange Control Regulations**”), the SA Companies Act, the South African Banks Act, 1990 (if applicable), the South African Collective Investment Schemes Control Act, 2002 (if applicable), and any other applicable laws and regulations of the Republic of South Africa in force from time to time, including the obtaining of any consent, approval or permission required in terms of such aforesaid applicable laws and regulations. There will be no offer of Placing Shares for subscription, or sale of Placing Shares, to any person who, or which, is a Resident (as defined in the SA Exchange Control Regulations) other than in strict compliance with the South African Exchange Control Regulations and any other applicable laws and regulations in effect from time to time, and, without prejudice to the foregoing, all reasonable measures will be taken to ensure that no Placing Share will be purchased by, or sold to, or beneficially held or owned by, any Resident other than in strict compliance with the South SA Exchange Control Regulations and any other applicable laws and regulations in effect from time to time.

Any offering in Canada is being made only in the Provinces of Alberta, British Columbia, New Brunswick, Nova Scotia, Ontario and Quebec (the “**Offering Jurisdictions**”).

There will be no offer or sale, directly or indirectly, of the securities in a province or territory of Canada (i) other than the Offering Jurisdictions, (ii) by means of any prospectus or offering memorandum, or (iii) to person other than one who is both an “accredited investor”, as defined in National Instrument 45-106 (“**NI 45-106**”) and a “permitted client” as defined in National Instrument 31-103 (“**NI 31-103**”), purchasing as principal.

Each Bank represents that with respect to each of the Offering Jurisdictions in which it is offering or selling the securities, it is either (a) registered as an investment dealer, exempt market dealer or restricted dealer under the Canadian securities laws applicable in the Offering Jurisdiction or (b) relying upon the international dealer registration exemption in section 8.18 of NI 31-103.

The distribution of the Placing Shares in Canada is being made only on a private placement basis and is exempt from the requirement that the Company prepare and file a prospectus with the relevant Canadian securities regulatory authorities. The Company is not a reporting issuer in any province or territory in Canada and no securities of the Company are listed on any stock exchange in Canada and there is currently no public market for the securities in Canada. Accordingly, any resale of the securities must be made in accordance with applicable Canadian securities laws, which may require resales to be made in accordance with prospectus and dealer registration requirements or exemptions from dealer registration and prospectus requirements. These resale restrictions may in some circumstances apply to resales made outside of Canada. Investors are advised to seek legal advice prior to any resale of the securities.

No “prospectus” or other “disclosure document” (each as defined in the Corporations Act 2001 (Cth) (“**Corporations Act**”)) in relation to the Placing Shares has been or will be lodged with the Australian Securities and Investments Commission (“**ASIC**”) or ASX Limited.

No shares will be offered (directly or indirectly) for issue or sale to any person where the relevant offer is received in Australia (regardless of where any resulting issue, sale or transfer occurs) unless:

- (a) the aggregate consideration payable for such shares on acceptance of the offer by the person to whom the relevant offer is made, is at least A\$500,000 or its equivalent in any other currency (calculated in accordance with both section 708(9) of the Corporations Act and regulation 7.1.18 of the Corporations Regulations 2001 (Cth)) or the offer otherwise does not require disclosure in accordance with Parts 6D.2 or 7.9 of the Corporations Act; and
- (b) the offer is not made to a person who is a “retail client” within the meaning of section 761G of the Corporations Act; and
- (c) the offer complies with all other applicable Australian laws, regulations and directives; and
- (d) such action does not require any document to be lodged with ASIC, ASX Limited or any successor entity thereto.

This Announcement has not been delivered for registration to the Registrar of Companies in Hong Kong and its contents have not been reviewed or authorized by any regulatory authority in Hong Kong. Accordingly: (i) the Placing Shares may not be offered or sold in Hong Kong by means of any document other than to persons that are considered "professional investors" within the meaning of the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) and any rules made thereunder or in other circumstances which do not result in such document being a "prospectus" as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32 of the Laws of Hong Kong) or which do not constitute an offer to the public within the meaning of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32 of the Laws of Hong Kong) and as permitted under the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong); and (ii) no person may issue, or have in its possession for the purpose of issue, any invitation, advertisement or other document relating to the Placing Shares whether in Hong Kong or elsewhere, which is directed at, or the contents of which are likely to be accessed or read by, the public in Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Placing Shares which are or are intended to be disposed of only to persons outside Hong Kong or only to "professional investors" within the meaning of the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) and any rules made thereunder.

**WARNING:** The content of this Announcement have not been reviewed by any regulatory authority in Hong Kong. You are advised to exercise caution in relation to the Placing. If you are in any doubt about any content of this Announcement, you should obtain independent professional advice.

This Announcement does not constitute a public offer of the Offer Shares, whether by sale or subscription, in the People's Republic of China (the "PRC"). The Placing Shares are not being offered or sold directly or indirectly in the PRC to or for the benefit of legal or natural persons of the PRC.

Further, no legal or natural persons of the PRC may directly or indirectly purchase any of the Placing Shares or any beneficial interest therein without obtaining all prior PRC's governmental approvals that are required, whether statutorily or otherwise. Persons who come into possession of this Announcement are required by the Company and its representatives to observe these restrictions.

No prospectus has been lodged with or registered by the Japanese Ministry of Finance; and the Placing Shares have not been, nor will they be, registered under or offered in compliance with the securities laws of any state, province or territory of Australia, Canada, Japan, Jersey or South Africa. Accordingly, the Placing Shares may not (unless an exemption under the relevant securities laws is applicable) be offered, sold, resold or delivered, directly or indirectly, in or into the United States, Australia, Canada, Japan, Jersey, South Africa or any other jurisdiction outside the United Kingdom.

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

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, representation, warranty, or statement made by or on behalf of the Company or Citi or Morgan Stanley or Barclays or any other person and none of the Banks or 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. 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. Nothing in this paragraph shall exclude the liability of any person for fraudulent misrepresentation.

Each Bank is acting exclusively for the Company and no-one else in connection with the Placing and will not be responsible to anyone other than the Company for providing the protections afforded to its clients nor for providing advice in relation to the Placing or in relation to the contents of this Announcement or any transaction or any other matters referred to herein. Citi may enter into arrangements with one or more Glencore employees to provide financing in connection with the subscription by such employees in the Placing.

## Details of the Placing Agreement and the Placing Shares

Citi, Morgan Stanley and Barclays have entered into a Placing Agreement with the Company under which they have agreed, as agents for the Company, to use their respective best efforts to procure Placees to take up the Placing Shares, on the terms and subject to the conditions set out therein.

The placing of the Placing Shares is conditional upon the Placing Agreement becoming unconditional in all respects.

Subject to the execution of a terms of subscription setting out the final number of Placing Shares and the final Placing Price following completion of the Bookbuild (the “**Terms of Subscription**”), if any such Placee defaults in paying the Placing Price in respect of any Placing Shares allotted to it, the Banks have severally (and not jointly or jointly and severally) agreed to acquire such shares, and the Company has agreed to allot or issue, as applicable, such shares to the Banks at the Placing Price, on and subject to the terms set out in the Placing Agreement.

The Placing Shares will, when issued, be credited as fully paid and will rank *pari passu* in all respects with the existing ordinary shares of the Company, including the right to receive all dividends and other distributions declared, made or paid on or in respect of the ordinary shares after the date of issue of the Placing Shares, and will on issue be free of all claims, liens, charges, encumbrances and equities.

## Application for listing and admission to trading

Application will be made to the Financial Conduct Authority (the “**FCA**”) for admission of the Placing Shares to the premium listing segment of the Official List of the UK Listing Authority and to London Stock Exchange plc for admission to trading of the Placing Shares on its main market for listed securities.

It is expected that Admission of the Placing Shares will become effective at or around 8.00 a.m. on 21 September 2015 and that dealings in the Placing Shares will commence at that time.

Applications to the HKSE and the JSE have been or will be made to list the Placing Shares.

## Bookbuild

The Banks will today commence the bookbuilding process in respect of the Placing (the “**Bookbuild**”) to determine demand for participation in the placing of the Placing Shares by Placees. This Appendix gives details of the terms and conditions of, and the mechanics of participation in, the placing of the Placing Shares. No commissions will be paid to Placees or by Placees in respect of any Placing Shares.

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

## Participation in, and principal terms of, the placing of the Placing Shares

1. The Banks are arranging the Placing severally and not jointly or jointly and severally as agents of the Company. Participation will only be available to persons who may lawfully be, and are, invited to participate by any of the Banks. Each of the Banks and their respective affiliates are entitled to enter bids as principal in the Bookbuild.
2. The Bookbuild will establish a Placing Price payable in respect of the Placing Shares to the Banks by all Placees whose bids are successful. The Placing Price and the aggregate proceeds to be raised through the Placing will be agreed between the Joint Bookrunners and the Company following completion of the Bookbuild and any discount to the market price of the ordinary shares will be determined in accordance with the listing rules of the UK Listing Authority. The Placing Price and the number of Placing Shares to be issued will be announced on a Regulatory Information Service following the completion of the Bookbuild. The Placing Price will be expressed in pounds sterling.
3. To bid in the Bookbuild, Placees should communicate their bid by telephone to their usual sales contact at one of the Banks. Each bid should state the number of Placing Shares which the

prospective Placee wishes to acquire at the Placing Price ultimately established by the Company and the Joint Bookrunners or at prices up to a price limit specified in its bid. Bids may be scaled down by the Joint Bookrunners on the basis referred to in paragraph 7 below.

4. The Bookbuild is expected to close no later than 7.00 p.m. (London time) on 16 September 2015 but may be closed earlier or later at the discretion of the Joint Bookrunners. The Joint Bookrunners may, in agreement with the Company, accept bids that are received after the Bookbuild has closed. The Company reserves the right to reduce the amount to be raised pursuant to the Placing, in its discretion. The total number of shares to be issued pursuant to the Placing shall not exceed a number of shares equal to 9.99% of the Company's existing issued share capital (excluding any shares held in treasury).
5. Each Placee's allocation will be confirmed to Placees orally by the relevant Bank (as agent for the Company) following the close of the Bookbuild, and a trade confirmation will be dispatched as soon as possible thereafter. The relevant Bank's oral confirmation to such Placee will constitute an irrevocable legally binding commitment upon such person (who will at that point become a Placee) in favour of such Bank and the Company, under which such Placee agrees to acquire the number of Placing Shares allocated to it and to pay the relevant Placing Price on the terms and conditions set out in this Appendix and in accordance with the Company's constitutional documents.
6. The Company will make a further announcement following the close of the Bookbuild detailing the number of Placing Shares to be issued and the Placing Price.
7. Subject to paragraphs 3 and 4 above, the Banks will, in effecting the placing of the Placing Shares, agree with the Company the identity of the Placees and the basis of allocation of the Placing Shares.
8. A bid in the Bookbuild will be made on the terms and subject to the conditions in this Appendix and will be legally binding on the Placee on behalf of which it is made and, except with the relevant Bank's consent, will not be capable of variation or revocation after the time at which it is submitted. Each Placee will also have an immediate, separate, irrevocable and binding obligation, owed to the relevant Bank, to pay it (or as it may direct) in cleared funds an amount equal to the product of the Placing Price and the number of Placing Shares that such Placee has agreed to acquire and the Company has agreed to allot. Each Placee's obligations will be owed to the relevant Bank.
9. Except as required by law or regulation, no press release or other announcement will be made by the Banks or the Company using the name of any Placee (or its agent), in its capacity as Placee (or agent), other than with such Placee's prior written consent.
10. Irrespective of the time at which a Placee's allocation 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".
11. All obligations under the Bookbuild and Placing will be subject to fulfilment or (where applicable) waiver of the conditions referred to below under "Conditions of the Placing" and to the Placing not being terminated on the basis referred to below under "Right to terminate under the Placing Agreement".
12. By participating in the Bookbuild, each Placee agrees that its rights and obligations in respect of the Placing will terminate only in the circumstances described below and will not be capable of rescission or termination by the Placee.
13. To the fullest extent permissible by law, neither the Banks, the Company nor any of their respective affiliates shall have any responsibility or liability to Placees (or to any other person whether acting on behalf of a Placee or otherwise). In particular, neither the Banks, the Company nor any of their respective affiliates shall have any responsibility or liability (including to the extent permissible by law, any fiduciary duties) in respect of the Banks' conduct of the Bookbuild or of such alternative method of effecting the Placing as the Banks, their respective affiliates and the Company may agree.

### Conditions of the placing of the Placing Shares

The placing of the Placing Shares is conditional upon the Placing Agreement becoming unconditional and not having been terminated in accordance with its terms. The Banks' obligations under the Placing Agreement are conditional on, *inter alia*:

- (a) Admission occurring on or around 8:00 a.m. London time on 21 September 2015 (or such other time and/or date as the Company and the Joint Bookrunners may agree) (the "**Closing Date**");
- (b) the representations and warranties contained in the Placing Agreement being true and accurate and not misleading in all respects on and as of the date of the Placing Agreement, as at the time of execution of the Terms of Subscription and as of Admission;
- (c) the Company having complied with all of the undertakings on its part in all respects to be performed or satisfied under the Placing Agreement on or before the Closing Date;
- (d) the execution and delivery of the Terms of Subscription by no later than 7:00 p.m. on 16 September 2015 (or such other time and/or date as the Company and the Joint Bookrunners may agree); and
- (e) the publication of the results of the Placing on a Regulatory Information Service by no later than 7:00 p.m. on 16 September 2015 (or such other time and/or date as the Company and the Joint Bookrunners may agree).

If (i) any of the conditions contained in the Placing Agreement, including those described above, are not fulfilled or (where applicable) waived by the Banks by the respective time or date where specified (or such later time or date as the Company and the Banks may agree) or (ii) the Placing Agreement is terminated in the circumstances specified below, the Placing will lapse and the Placees' rights and obligations hereunder in relation to the Placing Shares shall cease and terminate at such time and each Placee (or any person on whose behalf the Placee is acting) agrees that no claim can be made by it in respect thereof.

The Banks may, at their discretion and upon such terms as they think fit, jointly waive compliance by the Company with the whole or any part of any of the Company's obligations in relation to the conditions in the Placing Agreement (save for condition (a) set out above, which may not be waived) or to jointly extend the time provided for fulfilment of any such conditions in respect of all or any part of the performance thereof. Any such extension or waiver will not affect Placees' commitments as set out in this Announcement (including this Appendix).

None of the Banks, nor any of their respective affiliates, agents, directors, officers or employees shall have any liability to any Placee (or to any other person whether acting on behalf of a Placee or otherwise) in respect of any decision it may make as to whether or not to waive or to extend the time and/or date for the satisfaction of any condition to the Placing nor for any decision 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 Banks and the Company.

Glencore has agreed to a 90 day lock-up on the issue of new equity securities from Admission, subject to customary exceptions.

### Right to terminate under the Placing Agreement

The Banks are entitled, at any time on or prior to Admission, to terminate the Placing Agreement in accordance with the terms of the Placing Agreement in certain circumstances, including, *inter alia*:

- (a) any breach under the terms of the Placing Agreement of the representations and warranties given in the Placing Agreement;

- (b) or any material failure under the terms of the Placing Agreement to perform any of the Company's obligations under the Placing Agreement;
- (c) any material adverse change in the business, financial position or results of operations of the Group taken as a whole; or
- (d) the occurrence of a suspension or material limitation in the trading in any securities of the Company or a banking moratorium declared by the United States or United Kingdom or any outbreak or escalation of hostilities or act of terrorism involving the United States, the United Kingdom or any other EEA state, which in the judgment of the Banks, would make it impracticable or inadvisable to proceed with the Placing.

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

By participating in the Placing, Placees agree that the exercise by any Bank of any right of termination or other discretion under the Placing Agreement shall be within the absolute discretion of such Bank and that it need not make any reference to Placees and that it shall have no liability to Placees whatsoever in connection with any such exercise.

### **No Prospectus**

No offering document or prospectus has been or will be submitted to be approved by the FCA or submitted to the London Stock Exchange in relation to the Placing and no such prospectus is required (in accordance with the Prospectus Directive) to be published.

Placees' commitments will be made solely on the basis of the information contained in this Announcement and any information publicly announced to a RIS by or on behalf of the Company prior to the date of this Announcement and subject to the further terms set forth in the trade confirmation to be provided to individual prospective Placees. 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, representation, warranty, or statement made by or on behalf of the Company or the Banks or any other person and none of the Banks or 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. 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. Nothing in this paragraph shall exclude the liability of any person for fraudulent misrepresentation.

### **Registration and Settlement**

Settlement of transactions in the Placing Shares (ISIN: JE00B4T3BW64) following Admission will take place within the system administered by Euroclear UK & Ireland Limited ("**CREST**"). Subject to certain exceptions, the Banks and the Company reserve the right to require settlement for and delivery of the Placing Shares to Placees by such other means that they deem necessary if delivery or settlement is not practicable within the CREST system within the timetable set out in this Announcement or would not be consistent with the regulatory requirements in the Placee's jurisdiction.

Following the close of the bookbuild, each Placee allocated Placing Shares in the Placing will be sent a trade confirmation in accordance with the standing arrangements in place with the relevant Bank stating the number of Placing Shares allocated to it at the Placing Price, the aggregate amount owed by such Placee to the Bank and settlement instructions. Each Placee agrees that it will do all things necessary to ensure that delivery and payment is completed in accordance with the standing CREST or certificated settlement instructions in respect of the Placing Shares that it has in place with the relevant Bank.

It is expected that settlement will be on 21 September 2015 on a delivery versus payment basis in accordance with the instructions set out in the trade confirmation.

In the event of any difficulties or delays in the admission of the Placing Shares to CREST or the use of CREST in relation to the Placing, the Company and the Banks may agree that the Placing Shares should be issued in certificated form.

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

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

Each Placee is deemed to agree that, if it does not comply with these obligations, the Banks 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 Banks' account and benefit, an amount equal to the aggregate amount owed by the Placee. The relevant Placee will, however, remain liable 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 other similar taxes imposed in any jurisdiction which may arise upon the sale of such Placing Shares on such Placee's behalf.

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

Insofar as Placing Shares are registered in a Placee's name or that of its nominee or in the name of any person for whom a Placee is contracting as agent or that of a nominee for such person, such Placing Shares should, subject as provided below, be so registered free from any liability to UK stamp duty or stamp duty reserve tax. Placees shall 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) irrevocably acknowledges, confirms, undertakes, represents, warrants and agrees (as the case may be) with each Bank (in their capacity as bookrunners and placing agents), in each case as a fundamental term of their application for Placing Shares:

- 1 that it has read and understood this Announcement, including the Appendix, in its entirety and that its acquisition of Placing Shares is subject to and based upon all the terms, conditions, representation, warranties, indemnities, acknowledgements, agreements and undertakings and other information contained in this Appendix and that it has not relied on, and will not rely on, any information given or any representations, warranties or statements made at any time by any person in connection with Admission, the Placing, the Company, the Placing Shares or otherwise, other than the information contained in this Announcement and any other publicly available information;
- 2 that no offering document, offering memorandum or prospectus has been or will be prepared in connection with the placing of the Placing Shares and represents and warrants that it has not received a prospectus, offering memorandum or other offering document in connection therewith;
- 3 that none of the Banks, the Company, any of their respective affiliates, agents, directors, officers or employees nor any person acting on behalf of any of them has provided, nor will provide it, with any material regarding the Placing Shares or the Company other than this Announcement; nor has it requested any of the Banks, the Company, any of their affiliates, agents, directors, officers or employees nor any person acting on behalf of any of them to provide it with any such information;
- 4 that the content of this Announcement is exclusively the responsibility of the Company and that none of the Banks, their respective affiliates or any person acting on behalf of any of them has made any representations to it, express or implied, with respect to the Company nor shall have any liability for any information, representation or statement contained in this Announcement or any

- information previously published by or on behalf of the Company and will not be liable for any Placee's decision to participate in the Placing based on any information, representation or statement contained in this Announcement or otherwise. Each Placee further represents, warrants and agrees that the only information on which it is entitled to rely and on which such Placee has relied in committing itself to acquire Placing Shares is contained in this Announcement and any information previously published by the Company by notification to a Regulatory Information Service, such information being all that such Placee deems necessary to make an investment decision in respect of the Placing Shares and that it has neither received nor relied on any other information given or representations, warranties or statements made by any of the Banks or the Company nor any of their respective affiliates and none of the Banks or the Company will be liable for any Placee's decision to accept an invitation to participate in the Placing based on any other information, representation, warranty or statement, provided that nothing in this paragraph excludes the liability of any person for fraudulent misrepresentation made by that person. Each Placee further acknowledges and agrees that it has relied on its own investigation of the business, financial or other position of the Company and the Group in deciding to participate in the Placing;
- 5 that the ordinary shares in the capital of the Company are listed on the premium segment of the Official List of the UK Listing Authority and admitted to trading on the Main Market of the London Stock Exchange, the HKSE and the JSE, and that the Company is therefore required to publish certain business and financial information in accordance with the rules and practices of the FCA and that it is able to obtain or access such information, or comparable information concerning any other publicly traded company, in each case without undue difficulty;
  - 6 that none of the Banks, their respective affiliates or any person acting on behalf of any of them has or shall have any liability for any publicly available or filed information or any information, representation, warranty or statement relating to the Company or the Group contained therein or otherwise, provided that nothing in this paragraph excludes the liability of any person for fraudulent misrepresentation made by that person;
  - 7 that it is not, and at the time the Placing Shares are acquired will not be a resident of Australia, Japan or Jersey, and each of it and the beneficial owner of the Placing Shares is not a resident of Japan or Jersey, and, at the time the Placing Shares are acquired,
  - 8 that it (i) has such knowledge and experience in financial and business matters to be capable of evaluating the merits and risks of an investment in the Placing Shares, (ii) will not look to the Banks for all or part of any such loss it may suffer, (iii) is able to bear the economic risk of an investment in the Placing Shares, (iv) is able to sustain a complete loss of an investment in the Placing Shares and (v) has no need for liquidity with respect to its investment in the Placing Shares;
  - 9 that (a) (i) it is not in the United States and (ii) it is not acting for the account or benefit of a person in the United States; (b) it is a dealer or other professional fiduciary in the United States acting on a discretionary basis for a non-US person (other than an estate or trust) in reliance on Regulation S under the Securities Act; (c) it is otherwise acquiring the Placing Shares in an "offshore transaction" meeting the requirements of Regulation S under the Securities Act; or (d) it is a QIB and, in each case under this sub clause (d) it has duly executed an investor letter in a form provided to it and delivered the same to one of the Banks or their respective affiliates;
  - 10 that the Placing Shares have not been and will not be registered nor will a prospectus be cleared in respect of any of the Placing Shares under the securities laws or legislation of the United States, Australia, Canada, Japan, Jersey or South Africa and, subject to certain exceptions, may not be offered, sold, or delivered or transferred, directly or indirectly, within those jurisdictions;
  - 11 that the issue to it, or the person specified by it for registration as holder, of Placing Shares will not give rise to a liability under any of sections 67, 70, 93 or 96 of the Finance Act 1986 (depository receipts and clearance services) and that it is not participating in the Placing as nominee or agent for any person to whom the allocation, allotment, issue or delivery of the Placing Shares would give rise to such a liability and that the Placing Shares are not being acquired in connection with arrangements to issue depository receipts or to issue or transfer Placing Shares into a clearance service;

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- 12 that it has complied with its obligations under the Criminal Justice Act 1993, section 118 of the Financial Services and Markets Act 2000 as amended (“**FSMA**”) and in connection with money laundering and terrorist financing under the Proceeds of Crime Act 2002 (as amended), the Terrorism Act 2000, the Terrorism Act 2006, the Money laundering Regulations 2007 (the “**Regulations**”) and the Money Laundering Sourcebook of the FCA 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;
  - 13 that it acknowledges that its commitment to acquire Placing Shares on the terms set out herein will continue notwithstanding any amendment that may in future be made to the terms and conditions of the Placing and that Placees will have no right to be consulted or require that their consent be obtained with respect to the Company's or the Banks' conduct of the Placing;
  - 14 that it is acting as principal only in respect of the Placing or, if it is acting for any other person: (i) it is duly authorised to do so and has full power to make, and does make, the acknowledgments, representations and agreements herein on behalf of each such person; and (ii) it is and will remain liable to the Banks and the Company for the performance of all its obligations as a Placee in respect of the Placing (regardless of the fact that it is acting for another person);
  - 15 if a financial intermediary, as that term is used in Article 3(2) of the EU Prospectus Directive, that the Placing Shares purchased by it in the Placing will not be acquired on a non-discretionary basis on behalf of, nor will they be acquired with a view to their offer or resale to, persons in a Member State of the European Economic Area which has implemented the Prospectus Directive other than Qualified Investors, or in circumstances in which the prior consent of the Banks has been given to the offer or resale;
  - 16 that it has not offered or sold and, prior to the expiry of a period of six months from Admission, will not offer or sell any Placing Shares to persons in the United Kingdom, except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their business or otherwise in circumstances which have not resulted and which will not result in an offer to the public in the United Kingdom within the meaning of section 85(1) of the FSMA;
  - 17 that it has not offered or sold and will not offer or sell any Placing Shares to persons in the European Economic Area prior to Admission except to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of their business or otherwise in circumstances which have not resulted in and which will not result in an offer to the public in any member state of the European Economic Area within the meaning of the Prospectus Directive;
  - 18 that it has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of the FSMA) relating to the Placing Shares in circumstances in which section 21(1) of the FSMA does not require approval of the communication by an authorised person;
  - 19 that it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to the Placing Shares in, from or otherwise involving, the United Kingdom;
  - 20 that it and any person acting on its behalf is entitled to acquire the Placing Shares under the laws of all relevant jurisdictions and that it has all necessary capacity and has obtained all necessary consents and authorities to enable it to commit to this participation in the Placing and to perform its obligations in relation thereto (including, without limitation, in the case of any person on whose behalf it is acting, all necessary consents and authorities to agree to the terms set out or referred to in this Appendix) and will honour such obligations;
  - 21 that no action has been or will be taken by either the Company or the Banks or any person acting

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- on behalf of the Company or the Banks that would, or is intended to, permit a public offer of the Placing Shares in any country or jurisdiction where any such action for that purpose is required;
- 22 that it and any person acting on its behalf is entitled to acquire the Placing Shares under the laws of all relevant jurisdictions which apply to it and that it has fully observed such laws and obtained all such governmental and other guarantees, permits, authorisations, approvals and consents which may be required thereunder and complied with all necessary formalities and that it has not taken any action or omitted to take any action which will or may result in the Banks, the Company or any of their respective directors, officers, agents, employees or advisers acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Placing;
- 23 that it (and any person acting on its behalf) will make payment in respect of the Placing Shares allocated to it in accordance with this Appendix on the due time and date set out herein, failing which the relevant Placing Shares may be placed with other acquirers or sold as the Banks may in their sole discretion determine and without liability to such Placee, who will remain liable for any amount by which the net proceeds of such sale falls short of the product of the relevant Placing Price and the number of Placing Shares allocated to it and may be required to bear any stamp duty, stamp duty reserve tax or other similar taxes which may arise upon the sale of such Placee's Placing Shares;
- 24 that none of the Banks, nor any of their respective affiliates, nor any person acting on behalf of any of them, is making any recommendations to it, advising it regarding the suitability of any transactions it may enter into in connection with the Placing and that participation in the Placing is on the basis that it is not and will not be a client of any Bank and that the Banks have no duties or responsibilities to it for providing the protections afforded to their respective clients or customers or in relation to the contents of this Announcement or any transaction or any other matters referred to herein or for providing advice in relation to the Placing nor in respect of any representations, warranties, undertakings or indemnities contained in the Placing Agreement nor for the exercise or performance of any of their respective rights and obligations thereunder including any rights to waive or vary any conditions or exercise any termination right;
- 25 that in making any decision to acquire the Placing Shares, it has knowledge and experience in financial, business and international investment matters as is required to evaluate the merits and risks of subscribing for or purchasing the Placing Shares. It further confirms that it is experienced in investing in securities of this nature in this sector and is aware that It may be required to bear, and is able to bear, the economic risk of participating in, and is able to sustain a complete loss in connection with, the Placing. It further confirms that it relied on its own examination and due diligence of the Company and its associates taken as a whole, and the terms of the Placing, including the merits and risks involved, and not upon any view express or information provided by or on behalf of the Banks;
- 26 that in connection with the Placing, the Banks and any of their respective affiliates acting as an investor for its own account may take up Placing Shares in the Company and in that capacity may retain, purchase or sell for its own account such Placing Shares in the Company and any securities of the Company or related investments and may offer or sell such securities or other investments otherwise than in connection with the Placing. None of the Banks intend to disclose the extent of any such investment or transactions otherwise than in accordance with any legal or regulatory obligation to do so;
- 27 that the person whom it specifies for registration as holder of the Placing Shares will be (i) itself or (ii) its nominee, as the case may be. None of the Banks or the Company will be responsible for any liability to stamp duty or stamp duty reserve tax or other similar taxes resulting from a failure to observe this requirement ("**Indemnified Taxes**"). Each Placee and any person acting on behalf of such Placee agrees to participate in the Placing and it agrees to indemnify the Company and the Banks on an after-tax basis in respect of any Indemnified Taxes;
- 28 that any agreements entered into by it pursuant to these terms and conditions, and all non-contractual or other obligations arising out of or in connection with them, 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 (including any dispute regarding the existence, validity or termination of such contract or relating to any non contractual or other obligation arising out of or in connection with such contract), except that enforcement proceedings in respect of the obligation to make payment for the Placing Shares may be taken by either the Company or the Banks in any jurisdiction in which the relevant Placee is incorporated or in which any of its securities have a quotation on a recognised stock exchange;

- 29 agrees that the Company, the Banks and their respective affiliates and others will rely upon the truth and accuracy of the foregoing representations, warranties, acknowledgements and undertakings which are given to the Banks on their own behalf and on behalf of the Company and are irrevocable;
- 30 to indemnify on an after tax basis and hold the Company, the Banks and their respective affiliates harmless from any and all costs, claims, liabilities and expenses (including legal fees and expenses) arising out of or in connection with any breach of the representations, warranties, acknowledgements, agreements and undertakings in this Appendix and further agrees that the provisions of this Appendix shall survive after completion of the Placing;
- 31 that it has neither received nor relied on any inside information concerning the Company in accepting this invitation to participate in the Placing; and
- 32 if it is a pension fund or investment company, that its purchase of Placing Shares is in full compliance with applicable laws and regulations.

The foregoing representations, warranties, confirmations, acknowledgements and undertakings (as the case may be) are given for the benefit of the Company as well as each of the Banks and are irrevocable.

The agreement to settle a Placee's acquisition of Placing Shares (and/or the acquisition by 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 an acquisition by it and/or such person direct from the Company of the Placing Shares in question. Such agreement also assumes that the Placing Shares are not being acquired in connection with arrangements to issue depositary receipts or to issue or transfer the Placing Shares into a clearance service. If there are any such arrangements, or the settlement relates to any other dealing in the Placing Shares, stamp duty or stamp duty reserve tax or other similar taxes may be payable, for which neither the Company nor the Banks will be responsible and the Placees shall indemnify the Company and the Banks on an after-tax basis for any stamp duty or stamp duty reserve tax paid by them in respect of any such arrangements or dealings. If this is the case, each Placee should seek its own advice and notify the Banks 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 payable outside the UK by them or any other person on the acquisition by them of any Placing Shares or the agreement by them to acquire any Placing Shares.

Each Placee, and any person acting on behalf of the Placee, acknowledges that neither the Company nor the Banks owe any fiduciary or other duties to any Placee in respect of any representations, warranties, undertakings or indemnities in the Placing Agreement.

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

When a Placee or person acting on behalf of the Placee is dealing with a Bank, any money held in an account with such Bank on behalf of the Placee and/or any person acting on behalf of the Placee will not be treated as client money within the meaning of the rules and regulations of the FCA made under the FSMA. The Placee acknowledges that the money will not be subject to the protections conferred by the client money rules; as a consequence, this money will not be segregated from such Bank's money in

accordance with the client money rules and will be used by such Bank in the course of its own business and the Placee will rank only as a general creditor of such Bank.

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

The information contained herein is not for publication or distribution, directly or indirectly, in or into the United States of America (including its territories and possessions, any State of the United States and the District of Columbia). These materials do not contain or constitute an offer for sale or the solicitation of an offer to purchase securities in the United States. The securities referred to herein have not been and will not be registered under the Securities Act, and may not be offered or sold in the United States absent registration under the Securities Act or an available exemption from, or transaction not subject to, the registration requirements of the Securities Act.