

NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, IN WHOLE OR IN PART IN, INTO OR FROM ANY RESTRICTED JURISDICTION WHERE TO DO SO WOULD CONSTITUTE A VIOLATION OF THE RELEVANT LAWS OR REGULATIONS OF SUCH JURISDICTION

THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION FOR THE PURPOSES OF THE MARKET ABUSE REGULATION (EU) 596/2014 (AS AMENDED IN THE UNITED KINGDOM FROM 1 JANUARY 2021). UPON PUBLICATION OF THIS ANNOUNCEMENT, THIS INSIDE INFORMATION WILL BE CONSIDERED TO BE IN THE PUBLIC DOMAIN

FOR IMMEDIATE RELEASE

30 March 2021

RECOMMENDED CASH OFFER

for

Nucleus Financial Group plc

by

James Hay Holdings Limited

(an indirect wholly owned subsidiary of IFG Group Limited, the parent company of the James Hay Group)

SWITCH FROM SCHEME OF ARRANGEMENT TO TAKEOVER OFFER

ADJOURNMENT OF COURT AND GENERAL MEETINGS

On 9 February 2021 the boards of James Hay Holdings Limited ("**James Hay Holdings**") and Nucleus Financial Group plc ("**Nucleus**") announced (the "**Original Announcement**") the terms of a recommended all cash offer to be made by James Hay Holdings for the entire issued and to be issued share capital of Nucleus (the "**Acquisition**"), to be implemented by means of a Court-sanctioned scheme of arrangement between Nucleus and the Nucleus Shareholders under Part 26 of the Companies Act 2006 (the "**Scheme**").

Nucleus today announces that it has been notified by James Hay Holdings, with the consent of the Panel, that the Acquisition is now to be implemented by way of a recommended takeover offer ("**Takeover Offer**") in order to increase certainty of execution in the interests of all Nucleus Shareholders. This announcement is being made jointly with James Hay Holdings.

The Nucleus Directors have provided their consent to the switch to a Takeover Offer, as requested by James Hay Holdings. The Nucleus Directors believe that switching to a Takeover Offer will allow all Nucleus Shareholders to benefit from the Takeover Offer (subject to the Acceptance Condition and all other conditions being satisfied or (if capable of waiver) waived).

As the Acquisition is to be implemented by way of a Takeover Offer, the Nucleus Court Meeting and the Nucleus General Meeting which were due to take place today in connection with the Scheme were adjourned and will not be rescheduled. James Hay Holdings considers that the Takeover Offer offers greater certainty of execution for Nucleus Shareholders as it removes uncertainty in relation to the

satisfaction of the requirement for a majority in number of registered members of Nucleus to approve the Scheme. Nucleus notes that as at 6.30pm on Sunday 28 March 2021 (the voting record time), 94.93% of the votes that had been submitted in respect of the Nucleus Court Meeting were in favour of the Scheme and that 44 registered members had submitted votes (of which 27 were in favour and 17 were against).

Conditions

Save where set out in this Announcement, the terms and conditions of the Acquisition remain unchanged from those outlined in the Original Announcement (subject to appropriate amendments to reflect the change in structure by which the Acquisition is to be implemented). The amended Conditions are set out in Appendix 1 to this Announcement.

In particular, under the terms of the recommended Takeover Offer, Nucleus Shareholders continue to be entitled to receive 188 pence in cash for each Nucleus Share, representing a premium of approximately 41.89 per cent. to the Closing Price per Nucleus Share of 132.5 pence on 1 December 2020 (being the last Business Day prior to the commencement of the Offer Period).

The Acquisition is conditional on, among other things, valid acceptances being received (and not, where permitted, withdrawn) by not later than 1:00 p.m. (London time) on the first closing date of the Takeover Offer (or such later time(s) and/or date(s) as James Hay Holdings may, with the consent of the Panel or in accordance with the City Code, decide) in respect of not less than 75 per cent. (or such lower percentage as James Hay Holdings may decide) in nominal value of the Nucleus Shares to which the Takeover Offer relates and of the voting rights attached to those shares, provided that this condition shall not be satisfied unless James Hay Holdings shall have acquired or agreed to acquire (whether pursuant to the Takeover Offer or otherwise) Nucleus Shares carrying in aggregate more than 50 per cent. of the voting rights then normally exercisable at general meetings of Nucleus (the “**Acceptance Condition**”).

Timetable

It is a requirement of the Code that an offer document containing, amongst other things, the Conditions of the Acquisition (an “**Offer Document**”) is published. The Offer Document will specify the actions to be taken by Nucleus Shareholders. It is anticipated that James Hay Holdings will publish the Offer Document and post it, together with a form of acceptance (where applicable) to Nucleus Shareholders on or before 9 April 2021. The first closing date will be the date falling 21 days following the date on which the Offer Document is published. The Panel has agreed with James Hay Holdings and Nucleus that “Day 60” of the Takeover Code timetable will be the day falling 60 days after publication of the Offer Document (or such other later date as may be determined by James Hay Holdings with the agreement of the Panel to be the last date for fulfilment of the Acceptance Condition).

Further details of the expected timetable will be set out in the Offer Document.

Recommendation

The Nucleus Directors, who have been so advised by Shore Capital and Craven Street Capital as to the financial terms of the Acquisition, consider the terms of the Acquisition to be fair and reasonable. Shore Capital and Craven Street Capital are providing independent financial advice to the Nucleus Directors for the purposes of Rule 3 of the Code. In providing their advice to the Nucleus Directors, Shore Capital and Craven Street Capital have taken into account the commercial assessments of the Nucleus Directors.

Accordingly, the Nucleus Directors intend to recommend unanimously that the Nucleus Shareholders accept or procure the acceptance of the Takeover Offer as the Nucleus Directors who hold Nucleus Shares have irrevocably undertaken to do or, as they have otherwise already irrevocably undertaken to direct (and procure that) their nominees do, in respect of their own beneficial holdings amounting in aggregate to 1,011,371 Nucleus Shares, representing approximately 1.32 per cent. of Nucleus’ issued share capital as at 29 March 2021 (being the last Business Day before the date of this Announcement).

Irrevocable undertakings

All of the irrevocable undertakings described in the Original Announcement continue to remain valid in relation to the Takeover Offer.

In addition to the irrevocable undertakings from the Nucleus Directors described above, as set out in the Original Announcement, James Hay Holdings has already obtained irrevocable commitments from Sanlam to accept or procure acceptance of the Takeover Offer in respect of 39,914,760 Nucleus Shares in aggregate, representing approximately 52.19 per cent. of Nucleus' issued share capital as at 29 March 2021 (being the last Business Day before the date of this Announcement).

In addition, as set out in the Original Announcement, certain other Nucleus Shareholders have also already irrevocably undertaken to accept or procure acceptance of a Takeover Offer in respect of their own beneficial holdings totalling 1,806,851 Nucleus Shares, representing in aggregate approximately 2.36 per cent. of Nucleus' issued share capital as at 29 March 2021 (being the last Business Day before the date of this Announcement).

Accordingly, James Hay Holdings has already received legally binding irrevocable undertakings to accept or procure acceptance of the Takeover Offer in respect of a total of 42,732,982 Nucleus Shares representing, in aggregate, approximately 55.88 per cent. of Nucleus' existing issued ordinary share capital as at 29 March 2021 (being the last Business Day before the date of this Announcement)

Further details of these irrevocable undertakings are set out at Appendix 2 to this Announcement.

Delisting, compulsory acquisition and re-registration

Assuming the Takeover Offer becomes or is declared unconditional in all respects and that James Hay Holdings has, by virtue of its shareholdings and acceptances of the Takeover Offer or otherwise, acquired or agreed to acquire not less than 75 per cent. of the issued share capital of Nucleus, James Hay Holdings intends to procure that Nucleus will make an application to the London Stock Exchange for the cancellation of the admission to trading of the Nucleus Shares on AIM.

It is anticipated that the application for cancellation of trading on AIM will take effect no earlier than the date 20 Business Days after James Hay Holdings has so acquired or agreed to acquire 75 per cent. of the issued share capital of Nucleus.

If James Hay Holdings receives acceptances under the Takeover Offer in respect of, and/or otherwise acquires, or unconditionally contracts to acquire, 90 per cent. or more of the Nucleus Shares by nominal value and voting rights attaching to such shares to which the Takeover Offer relates and the Takeover Offer has become or been declared unconditional in all respects, James Hay Holdings intends to exercise its rights pursuant to the provisions of Chapter 3 of Part 28 of the Companies Act to acquire compulsorily the remaining Nucleus Shares in respect of which the Takeover Offer has not been accepted on the same terms as the Takeover Offer.

It is also intended that, following the Takeover Offer becoming unconditional in all respects, Nucleus will be re-registered as a private limited company.

Such cancellation and re-registration would significantly reduce the liquidity and marketability of any Nucleus Shares in respect of which the Takeover Offer has not been accepted at that time and their value may be affected as a consequence.

Any remaining Nucleus Shareholders (unless their Nucleus Shares are acquired by James Hay Holdings pursuant to the provisions of Chapter 3 of Part 28 of the Companies Act) would become minority shareholders in a majority controlled private limited company and may therefore be unable to sell their Nucleus Shares. There can be no certainty that Nucleus would pay any further dividends or other distributions or that such minority Nucleus Shareholders would again be offered an opportunity to sell their Nucleus Shares on terms which are equivalent to or no less advantageous than those under the Takeover Offer.

General

The Offer Document, containing further details of the Takeover Offer and information on the acceptance procedure, together with the Form of Acceptance, will be sent to Nucleus Shareholders (other than

Nucleus Shareholders located in any Restricted Jurisdictions, in each case, where to do so would violate the laws of that jurisdiction) by James Hay Holdings as soon as reasonably practicable after the date of this Announcement (currently anticipated to be on or before 9 April), and will be made available by James Hay Holdings on its website at www.jameshay.co.uk and by Nucleus on its website at www.nucleusfinancial.com/investors.

The Acquisition will be subject to the Conditions and further terms set out in Appendix 1 to this Announcement, and to the full terms and conditions which will be set out in the Offer Document and the Form of Acceptance. Appendix 3 to this Announcement contains definitions of certain expressions used in this Announcement.

Enquiries

Investor Enquiries

Fenchurch Advisory Partners LLP +44 (0) 207 382 2222
(Financial Adviser to the James Hay Group)

Graham Marchant

Richard Locke

Josh Needham

Media Enquiries

TB Cardew
(PR Adviser to the James Hay Group)

Tom Allison +44 (0) 7789 998020

Shan Willenbrock +44 (0) 7775 848537

Nucleus Financial Group plc +44 (0)131 226 9800

David Ferguson, CEO

Stuart Geard, Chief Financial Officer

Investor Enquiries

Shore Capital +44 (0) 20 7408 4090
(Joint Financial and Rule 3 Adviser,
Nominated Adviser and Corporate Broker to
Nucleus)

Hugh Morgan

Edward Mansfield

Daniel Bush

Craven Street Capital
(Joint Financial and Rule 3 Adviser to
Nucleus)

+44 (0) 20 3890 8654

Soondra Appavoo

Donald Sinton

Media Enquiries

Camarco
(PR Adviser to Nucleus)

+44 (0) 20 3757 4994

Jennifer Renwick

Jake Thomas

Burges Salmon LLP are retained as legal advisers for Nucleus. Macfarlanes LLP are retained as legal advisers for the James Hay Group.

Important notices

Fenchurch Advisory Partners LLP, which is authorised and regulated by the FCA in the UK, is acting as financial adviser exclusively for the James Hay Group and James Hay Holdings and no one else in connection with the matters set out in this Announcement and will not be responsible to anyone other than the James Hay Group and James Hay Holdings for providing the protections afforded to clients of Fenchurch Advisory Partners or for providing advice in relation to the Acquisition or any other matters referred to in this Announcement.

*Shore Capital & Corporate Limited and Shore Capital Stockbrokers Limited (either individually or collectively "**Shore Capital**"), which are authorised and regulated by the Financial Conduct Authority in the United Kingdom, are acting exclusively for Nucleus and for no-one else in connection with the subject matter of this Announcement and will not be responsible to anyone other than Nucleus for providing the protections afforded to clients of Shore Capital, or for providing advice in relation to the subject matter of this Announcement or any other matter referred to herein. Neither Shore Capital & Corporate Limited nor Shore Capital Stockbrokers Limited, nor any of their subsidiaries or affiliates owes or accepts any duty, liability or responsibility whatsoever (whether direct or indirect, whether in contract, in tort, under statute or otherwise) to any person who is not a client of Shore Capital in connection with this Announcement, any statement contained herein or otherwise.*

Craven Street Capital, an appointed representative of Resolution Compliance Limited which is authorised and regulated by the FCA in the UK, is acting as joint financial adviser exclusively for Nucleus and no one else in connection with the matters set out in this Announcement and will not be responsible to anyone other than Nucleus for providing the protections afforded to clients of Craven Street Capital or its affiliates, or for providing advice in relation to the Scheme or any other matters referred to in this Announcement.

This Announcement is for information purposes only and is not intended to, and does not, constitute or form part of any offer to sell or invitation to purchase, otherwise acquire, subscribe for, sell or otherwise dispose of, any securities or the solicitation of any vote or approval in any jurisdiction pursuant to the Acquisition or otherwise. The Acquisition will be made solely through the Offer Document, which together with the associated forms of acceptance will contain the full terms and conditions of the Acquisition, including details of how to accept the Takeover Offer. Any acceptance or other response to the Acquisition should be made only on the basis of the information in the Offer Document.

Overseas Shareholders

This Announcement has been prepared in accordance with English law, the Code, the Market Abuse Regulation and the Disclosure Guidance and Transparency Rules and information disclosed may not be the same as that which would have been prepared in accordance with the laws of jurisdictions outside England.

The Acquisition will be subject to the applicable rules and regulations of the FCA, the London Stock Exchange and the Code.

The release, publication or distribution of this Announcement in or into jurisdictions other than the United Kingdom may be restricted by law and therefore any persons who are subject to the laws of any jurisdiction other than the United Kingdom should inform themselves about, and observe any applicable legal or regulatory requirements. Any failure to comply with the applicable restrictions may constitute a violation of the securities laws of any such jurisdiction. To the fullest extent permitted by applicable law, the companies and persons involved in the Acquisition disclaim any responsibility or liability for the violation of such restrictions by any person. Further details in relation to Overseas Shareholders will be contained in the Offer Document.

Unless otherwise determined by James Hay Holdings or required by the City Code, and permitted by applicable law and regulation, the Acquisition will not be made available, directly or indirectly, in, into or from a Restricted Jurisdiction where to do so would violate the laws in that jurisdiction by any such use, means, instrumentality or from within a Restricted Jurisdiction or any other jurisdiction if to do so would constitute a violation of the laws of that jurisdiction. Copies of this Announcement and any formal documentation relating to the Acquisition are not being, and must not be, directly or indirectly, mailed or otherwise forwarded, distributed or sent in or into or from any Restricted Jurisdiction and persons receiving such documents (including custodians, nominees and trustees) must not mail or otherwise forward, distribute or send it in or into or from any Restricted Jurisdiction. Doing so may render invalid any related purported vote in respect of the Acquisition.

Additional information for US Investors

The Acquisition relates to the shares of an English company and is being made by means of a takeover offer provided for under English company law. A transaction effected by means of a takeover offer is not subject to the tender offer rules or the proxy solicitation rules under the US Exchange Act. Accordingly, the Takeover Offer is subject to the disclosure requirements and practices applicable in the United Kingdom to takeover offers which differ from the disclosure requirements of United States tender offer and proxy solicitation rules. If, in the future, James Hay Holdings determines to extend the Takeover Offer into the United States, the Takeover Offer will be made in compliance with applicable United States laws and regulations. Financial information included in this Announcement and the Offer Document has been or will have been prepared in accordance with accounting standards applicable in the United Kingdom that may not be comparable to financial information of US companies or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the United States.

It may be difficult for US holders of Nucleus Shares to enforce their rights and any claim arising out of the US federal laws, since Nucleus and James Hay Holdings are located in a non-US jurisdiction, and some or all of their officers and directors may be residents of a non-US jurisdiction. US holders of Nucleus Shares may not be able to sue a non-US company or its officers or directors in a non-US court for violations of the US securities laws. Further, it may be difficult to compel a non-US company and its affiliates to subject themselves to a US court's judgement

Furthermore, the payment and settlement procedure with respect to the Takeover Offer will comply with the relevant United Kingdom rules, which differ from US payment and settlement procedures, particularly with regard to the date of payment of consideration.

The financial statements, and all financial information included in this Announcement or that may be included in the Offer Document, have been prepared in accordance with accounting standards applicable

in the United Kingdom and thus may not be comparable to financial statements and information of US companies or companies whose financial statements are prepared in accordance with generally accepted accounting principles in the US ("US GAAP"). US GAAP differs in certain significant respects from accounting standards applicable in the United Kingdom. None of the financial information in this Announcement has been audited in accordance with auditing standards generally accepted in the United States or the auditing standards of the Public Company Accounting Oversight Board (United States).

Neither the Acquisition nor this Announcement have been approved or disapproved by the SEC, any state securities commission in the United States or any other US regulatory authority, nor have such authorities passed upon or determined the adequacy or accuracy of the information contained in this Announcement or the merits of the Takeover Offer. Any representation to the contrary is a criminal offence in the US.

The receipt of cash by a US holder as consideration for the transfer of its Nucleus Shares pursuant to the Acquisition will likely be a taxable transaction for US federal income tax purposes and under applicable US state and local, as well as foreign and other, tax laws. Any US holder of Nucleus Shares is urged to consult his or her independent professional adviser immediately regarding the tax consequences of the Acquisition applicable to him or her.

Forward looking statements

This Announcement (including information incorporated by reference in this Announcement), oral statements made regarding the Acquisition, and other information published by James Hay Holdings and Nucleus contain statements which are, or may be deemed to be, "forward-looking statements". Forward-looking statements are prospective in nature and are not based on historical facts, but rather on current expectations and projections of the management of James Hay Holdings and Nucleus about future events, and are therefore subject to risks and uncertainties which could cause actual results to differ materially from the future results expressed or implied by the forward-looking statements.

The forward-looking statements contained in this Announcement include statements relating to the expected effects of the Acquisition on James Hay Holdings and Nucleus (including their future prospects, developments and strategies), the expected timing and scope of the Acquisition and other statements other than historical facts. Often, but not always, forward-looking statements can be identified by the use of forward-looking words such as "plans", "expects" or "does not expect", "is expected", "is subject to", "budget", "projects", "strategy", "scheduled", "estimates", "forecasts", "intends", "anticipates" or "does not anticipate", or "believes", or variations of such words and phrases or statements that certain actions, events or results "may", "could", "should", "would", "might" or "will" be taken, occur or be achieved. Although James Hay Holdings and Nucleus believe that the expectations reflected in such forward-looking statements are reasonable, James Hay Holdings and Nucleus can give no assurance that such expectations will prove to be correct. By their nature, forward-looking statements involve risk and uncertainty because they relate to events and depend on circumstances that will occur in the future. There are a number of factors that could cause actual results and developments to differ materially from those expressed or implied by such forward-looking statements.

These factors include, but are not limited to: the ability to complete the Acquisition; the ability to obtain requisite regulatory and shareholder approvals and the satisfaction of other Conditions on the proposed terms and schedule; future market conditions, changes in general economic and business conditions, the behaviour of other market participants; the anticipated benefits from the proposed transaction not being realised as a result of changes in general economic and market conditions in the countries in which James Hay Holdings and Nucleus operate; weak, volatile or illiquid capital and/or credit markets; changes in tax rates; interest rate and currency value fluctuations; the degree of competition in the geographic and business areas in which James Hay Holdings and Nucleus operate and changes in laws or in supervisory expectations or requirements. Other unknown or unpredictable factors could cause actual results to differ materially from those in the forward-looking statements. Such forward-looking statements should therefore be construed in the light of such factors. Neither James Hay Holdings nor Nucleus, nor any of their respective associates or directors, officers or advisers, provides any representation, assurance or guarantee that the occurrence of the events expressed or implied in any forward-looking statements in this Announcement will actually occur. You are cautioned not to place any

reliance on these forward-looking statements. Other than in accordance with their legal or regulatory obligations, neither James Hay Holdings nor Nucleus is under any obligation, and James Hay Holdings and Nucleus expressly disclaim any intention or obligation, to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise.

Dealing and Opening Position Disclosure requirements

Under Rule 8.3(a) of the Code, any person who is interested in 1% or more of any class of relevant securities of an offeree company or of any securities exchange offeror (being any offeror other than an offeror in respect of which it has been announced that its offer is, or is likely to be, solely in cash) must make an Opening Position Disclosure following the commencement of the offer period and, if later, following the announcement in which any securities exchange offeror is first identified. An Opening Position Disclosure must contain details of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s). An Opening Position Disclosure by a person to whom Rule 8.3(a) applies must be made by no later than 3.30 pm (London time) on the 10th business day following the commencement of the offer period and, if appropriate, by no later than 3.30 pm (London time) on the 10th business day following the announcement in which any securities exchange offeror is first identified. Relevant persons who deal in the relevant securities of the offeree company or of a securities exchange offeror prior to the deadline for making an Opening Position Disclosure must instead make a Dealing Disclosure.

Under Rule 8.3(b) of the Code, any person who is, or becomes, interested in 1% or more of any class of relevant securities of the offeree company or of any securities exchange offeror must make a Dealing Disclosure if the person deals in any relevant securities of the offeree company or of any securities exchange offeror. A Dealing Disclosure must contain details of the dealing concerned and of the person's interests and short positions in, and rights to subscribe for, any relevant securities of each of (i) the offeree company and (ii) any securities exchange offeror(s), save to the extent that these details have previously been disclosed under Rule 8. A Dealing Disclosure by a person to whom Rule 8.3(b) applies must be made by no later than 3.30 pm (London time) on the business day following the date of the relevant dealing.

If two or more persons act together pursuant to an agreement or understanding, whether formal or informal, to acquire or control an interest in relevant securities of an offeree company or a securities exchange offeror, they will be deemed to be a single person for the purpose of Rule 8.3.

Opening Position Disclosures must also be made by the offeree company and by any offeror and Dealing Disclosures must also be made by the offeree company, by any offeror and by any persons acting in concert with any of them (see Rules 8.1, 8.2 and 8.4).

Details of the offeree and offeror companies in respect of whose relevant securities Opening Position Disclosures and Dealing Disclosures must be made can be found in the Disclosure Table on the Takeover Panel's website at www.thetakeoverpanel.org.uk, including details of the number of relevant securities in issue, when the offer period commenced and when any offeror was first identified. You should contact the Panel's Market Surveillance Unit on +44 (0)20 7638 0129 if you are in any doubt as to whether you are required to make an Opening Position Disclosure or a Dealing Disclosure.

Publication on a website

This Announcement and the documents required to be published pursuant to Rule 26.1 of the Code will be made available, subject to certain restrictions relating to persons resident in Restricted Jurisdictions, on James Hay's website at www.jameshay.co.uk and on Nucleus' website at www.nucleusfinancial.com/investors by no later than 12 noon (London time) on the Business Day following the date of this Announcement. The content of the websites referred to in this Announcement is not incorporated into and does not form part of this Announcement.

No profit forecasts, estimates or quantified benefits statements

Nothing in this Announcement is intended, or is to be construed, as a profit forecast, profit estimate or quantified benefits statement for any period and no statement in this Announcement should be

interpreted to mean that earnings or earnings per share for Nucleus for the current or future financial years would necessarily match or exceed the historical published earnings or earnings per share for Nucleus.

Requesting hard copy documents

Nucleus Shareholders may request a hard copy of this Announcement by: (i) contacting Nucleus during business hours on +44 (0) 131 226 9800 or (ii) by submitting a request in writing to Nucleus at Greenside, 12 Blenheim Place, Edinburgh EH7 5JH.

Electronic communications

Please be aware that addresses, electronic addresses and certain other information provided by Nucleus Shareholders, persons with information rights and other relevant persons for the receipt of communications from Nucleus may be provided to James Hay Holdings during the offer period as required under Section 4 of Appendix 4 of the Code to comply with Rule 2.11(c).

Rounding

Certain figures included in this Announcement have been subjected to rounding adjustments. Accordingly, figures shown for the same category presented in different tables may vary slightly and figures shown as totals in certain tables may not be an arithmetic aggregation of figures that precede them.

MAR

The information contained within this Announcement is deemed by Nucleus to constitute inside information as stipulated under the Market Abuse Regulation (as amended in the United Kingdom from 1 January 2021).

Upon the publication of this Announcement via a Regulatory Information Service, this inside information is now considered to be in the public domain.

APPENDIX 1

CONDITIONS AND FURTHER TERMS OF THE ACQUISITION

Part A: Conditions to the Takeover Offer and the Acquisition

The Acquisition will be conditional on:

Acceptance Conditions

- (A) valid acceptances of the Takeover Offer being received (and not, where permitted, withdrawn) by no later than 1.00 p.m. on the first closing date of the Takeover Offer (or such later time(s) and/or date(s) as James Hay Holdings may, in accordance with the Code or with the consent of the Panel, decide) in respect of not less than 75 per cent. of the Nucleus Shares to which the Takeover Offer relates and of the voting rights attached to those shares, provided that this Condition will not be satisfied unless James Hay Holdings and/or any of its wholly-owned subsidiaries shall have acquired or agreed to acquire (whether pursuant to the Takeover Offer or otherwise), directly or indirectly, Nucleus Shares carrying in aggregate more than 50 per cent. of the voting rights then normally exercisable at a general meeting of Nucleus, including for this purpose (except to the extent otherwise agreed by the Panel) any such voting rights attaching to Nucleus Shares that are unconditionally allotted or issued before the Takeover Offer becomes or is declared unconditional as to acceptances whether pursuant to the exercise of any outstanding subscription or conversion rights or otherwise.

For the purposes of this Condition:

- (i) Nucleus Shares which have been unconditionally allotted but not issued before the Takeover Offer becomes or is declared unconditional as to acceptances, whether pursuant to the exercise of any outstanding subscription or conversion rights or otherwise, shall be deemed to carry the voting rights they will carry upon issue;
- (ii) the expression "Nucleus Shares to which the Takeover Offer relates" shall be construed in accordance with Chapter 3 of Part 28 of the Companies Act; and
- (iii) valid acceptances shall be deemed to have been received in respect of Nucleus Shares which are treated for the purposes of the Companies Act as having been acquired or contracted to be acquired by James Hay Holdings by virtue of acceptances of the Takeover Offer.

Approval under FSMA

- (B) in respect of James Hay Holdings, the appropriate regulator (as defined in section 178(2A) of FSMA) of each UK authorised person (as defined in section 191G of FSMA) within the Wider Nucleus Group in respect of which James Hay Holdings intends to become a controller:
- (i) having given notice for the purposes of section 189(4)(a) of FSMA that it has determined to approve the acquisition or increase in control on terms satisfactory to James Hay Holdings; or
 - (ii) being treated, by virtue of section 189(6) of FSMA, as having approved such acquisition of or increase in control,

where references to FSMA are read, where applicable, with the Financial Services and Markets Act 2000 (Controllers) (Exemptions) Order 2009;

Other regulatory approvals

- (C) no government, governmental, quasi-governmental, supranational, statutory or regulatory body, trade agency, association, institution or professional body having responsibility for the regulation or supervision of banking, consumer credit or financial services having:
- (i) withdrawn or refused to renew, or threatened to withdraw or to refuse to renew, any licence or permission; or
 - (ii) instituted, implemented, taken or omitted, or threatened to take or to omit, any other action,

the effect of which would be materially and adversely to affect the businesses, assets, prospects or profits of the Wider Nucleus Group (save as Disclosed), and upon no such licences or permissions terminating or otherwise becoming invalid as a result of the Acquisition or its implementation the effect of which would be materially and adversely to affect the businesses, assets, prospects or profits of the Wider Nucleus Group;

General Third Party clearances and regulatory

- (D) other than in respect of Condition (B) above, no government or governmental, quasi-governmental, supranational, statutory, regulatory, environmental or investigative body, court, trade agency, association, institution or any other body or person whatsoever in any jurisdiction (each a "**Third Party**") having decided to take, institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference, or enacted, made or proposed any statute, regulation, decision or order, or having taken any other steps which would or might reasonably be expected to:
- (i) require, prevent or delay the divestiture, or materially alter the terms envisaged for any proposed divestiture by any member of the Wider Nucleus Group of all or any portion of its business, assets or property or impose any limitation on the ability of it to conduct its respective businesses or to own any of its assets or properties or any part thereof which, in any such case, is material in the context of the Wider Nucleus Group, in each case taken as a whole;
 - (ii) impose any material limitation on, or result in a delay in, the ability of any member of the Wider James Hay Group directly or indirectly to acquire or to hold or to exercise effectively, directly or indirectly, any rights of ownership in respect of shares or loans or securities convertible into shares or any other securities (or the equivalent) in any member of the Wider Nucleus Group or to exercise management control over any such member;
 - (iii) otherwise adversely affect the business, assets, profits or prospects of any member of the Wider Nucleus Group to an extent which is material in the context of the Wider Nucleus Group, in each case taken as a whole;
 - (iv) make the Acquisition or its implementation or the acquisition or proposed acquisition by James Hay Holdings or any member of the Wider James Hay Group of any shares or other securities in, or control of Nucleus void, illegal, and/or unenforceable under the laws of any jurisdiction, or otherwise, directly or indirectly, restrain, restrict, prohibit, delay or otherwise interfere with the same, or impose additional conditions or obligations with respect thereto, or otherwise challenge or interfere therewith; or
 - (v) result in any member of the Wider Nucleus Group or the Wider James Hay Group ceasing to be able to carry on business under any name under which it presently does so,

and all applicable waiting and other time periods during which any such Third Party could institute, implement or threaten any action, proceeding, suit, investigation, enquiry or reference

or any other step under the laws of any jurisdiction in respect of the Acquisition or the acquisition or proposed acquisition of any Nucleus Shares having expired, lapsed or been terminated;

- (E) other than in relation to the regulatory approvals referred to in Condition (B) above, all necessary filings or applications having been made in connection with the Acquisition and all statutory or regulatory obligations in any jurisdiction having been complied with in connection with the Acquisition or the acquisition by any member of the Wider James Hay Group of any shares or other securities in, or control of, Nucleus and all authorisations, orders, recognitions, grants, consents, licences, confirmations, clearances, permissions and approvals reasonably deemed necessary or appropriate by James Hay Holdings or any member of the Wider James Hay Group for or in respect of the Acquisition or the proposed acquisition of any shares or other securities in, or control of, Nucleus by any member of the Wider James Hay Group having been obtained in terms and in a form reasonably satisfactory to James Hay Holdings from all appropriate Third Parties or persons with whom any member of the Wider Nucleus Group has entered into contractual arrangements and all such authorisations, orders, recognitions, grants, consents, licences, confirmations, clearances, permissions and approvals together with all material authorisations orders, recognitions, grants, licences, confirmations, clearances, permissions and approvals necessary or appropriate to carry on the business of any member of the Wider Nucleus Group which is material in the context of the James Hay Group or the Nucleus Group as a whole remaining in full force and effect and all filings necessary for such purpose have been made and there being no notice or intimation of any intention to revoke or not to renew any of the same at the time at which the Acquisition becomes otherwise unconditional and all necessary statutory or regulatory obligations in any jurisdiction having been complied with;

Certain matters arising as a result of any arrangement, agreement etc.

- (F) save as Disclosed, there being no provision of any agreement, arrangement, licence, permit or other instrument to which any member of the Wider Nucleus Group is a party or by or to which any such member or any of its assets may be bound, entitled or subject, which in consequence of the Acquisition or the proposed acquisition of any shares or other securities in Nucleus or because of a change in the control or management of Nucleus or otherwise, could or might result in (in each case to an extent which is material and adverse in the context of the Wider Nucleus Group as a whole, or in the context of the Acquisition):
- (i) any moneys borrowed by or any other indebtedness (actual or contingent) of, or grant available to any such member, being or becoming repayable or capable of being declared repayable immediately or earlier than their or its stated maturity date or repayment date or the ability of any such member to borrow moneys or incur any indebtedness being withdrawn or inhibited or being capable of becoming or being withdrawn or inhibited;
 - (ii) any such agreement, arrangement, licence, permit or instrument or the rights, liabilities, obligations or interests of any such member thereunder being terminated or adversely modified or adversely affected or any obligation or liability arising or any adverse action being taken or arising thereunder;
 - (iii) any assets or interests of any such member being or falling to be disposed of or charged or any right arising under which any such asset or interest could be required to be disposed of or charged;
 - (iv) the creation, save in the ordinary and usual course of trading, or enforcement of any mortgage, charge or other security interest over the whole or any part of the business, property or assets of any such member;
 - (v) the rights, liabilities, obligations or interests of any such member in, or the business of any such member with, any person, firm or body (or any arrangement or arrangements

relating to any such interest or business) being terminated, adversely modified or adversely affected;

- (vi) the value of any such member or its financial or trading position or prospects being prejudiced or adversely affected;
- (vii) any such member ceasing to be able to carry on business under any name under which it presently does so; or
- (viii) the creation of any liability, actual or contingent, by any such member,

and no event having occurred which, under any provision of any agreement, arrangement, licence, permit or other instrument to which any member of the Wider Nucleus Group is a party or by or to which any such member or any of its assets may be bound, entitled or subject, could result in any of the events or circumstances as are referred to in sub-paragraphs (i) to (viii) of this Condition (in each case to an extent which is material in the context of the Wider Nucleus Group taken as a whole);

Certain events occurring since 31 December 2019

- (G) save as Disclosed, no member of the Wider Nucleus Group having, since 31 December 2019:
 - (i) save (i) as between Nucleus and wholly-owned subsidiaries of Nucleus; (ii) for Nucleus Shares issued pursuant to the exercise of Awards rights granted under the LTIP prior to the date of the Original Announcement; or (iii) for Nucleus Shares to be issued to satisfy the exercise of Awards after the date of the Original Announcement under the LTIP (up to the LTIP Agreed Maximum), issued, authorised or proposed the issue of additional shares of any class;
 - (ii) save (i) as between Nucleus and wholly-owned subsidiaries of Nucleus; (ii) for Nucleus Shares issued pursuant to the exercise of Awards granted under the LTIP prior to the date of the Original Announcement; or (iii) for Nucleus Shares to be issued to satisfy the exercise of Awards after the date of the Original Announcement under the LTIP (up to the LTIP Agreed Maximum), issued or agreed to issue, authorised or proposed the issue of securities convertible into shares of any class or rights, warrants or options to subscribe for, or acquire, any such shares or convertible securities;
 - (iii) other than to another member of the Nucleus Group or as provided for in the Original Announcement, recommended, declared, paid or made or proposed to recommend, declare, pay or make any bonus, dividend or other distribution whether payable in cash or otherwise;
 - (iv) save for intra-Nucleus Group transactions, merged or demerged with any body corporate or acquired or disposed of or transferred, mortgaged or charged or created any security interest over any assets or any right, title or interest in any asset (including shares and trade investments) or authorised or proposed or announced any intention to propose any merger, demerger, acquisition or disposal, transfer, mortgage, charge or security interest, in each case, (i) other than in the ordinary course of business and (ii) which is material in the context of the Wider Nucleus Group taken as a whole;
 - (v) save for intra-Nucleus Group transactions, made or authorised or proposed or announced an intention to propose any change in its loan capital in each case, to an extent which is material in the context of the Wider Nucleus Group taken as a whole;
 - (vi) issued, authorised or proposed the issue of any debentures or (save for intra-Nucleus Group transactions), save in the ordinary course of business, incurred or increased any indebtedness or become subject to any guarantee or contingent liability;

- (vii) purchased, redeemed or repaid or announced any proposal to purchase, redeem or repay any of its own shares or other securities or reduced or, save in respect to the matters mentioned in sub-paragraph (i) above, made any other change to any part of its share capital, in each case, to an extent which is material in the context of the Wider Nucleus Group taken as a whole;
- (viii) other than pursuant to the Acquisition (and except for transactions between Nucleus and its wholly-owned subsidiaries or between wholly-owned subsidiaries of Nucleus which are not material in the context of the Wider Nucleus Group) implemented, or authorised, proposed or announced its intention to implement, any reconstruction, amalgamation, scheme, commitment or other transaction or arrangement;
- (ix) entered into or changed the terms of any contract with any director or senior executive;
- (x) entered into or varied or authorised, proposed or announced its intention to enter into or vary any contract, transaction or commitment (whether in respect of capital expenditure or otherwise) which is of a long term, onerous or unusual nature or magnitude or which is or could be restrictive on the businesses of any member of the Wider Nucleus Group or which involves or could involve an obligation of such a nature or magnitude other than in the ordinary course of business and which is material or would be reasonably likely to be material in the context of the Wider Nucleus Group taken as a whole;
- (xi) (other than in respect of a member which is dormant and was solvent at the relevant time) taken any corporate action or had any legal proceedings started or threatened against it and not subsequently withdrawn for its winding-up, dissolution or reorganisation or for the appointment of a receiver, administrative receiver, administrator, trustee or similar officer of all or any of its assets or revenues or any analogous proceedings in any jurisdiction or had any such person appointed, and in each such case, to an extent which is material in the context of the Wider Nucleus Group taken as a whole;
- (xii) entered into any contract, transaction or arrangement which would be restrictive on the business of any member of the Wider Nucleus Group other than to a nature and extent which is normal in the context of the business concerned, and in each such case which is material or would be reasonably likely to be material in the context of the Wider Nucleus Group taken as a whole;
- (xiii) waived or compromised any claim otherwise than in the ordinary course of business and in any case which is material or would be reasonably likely to be material in the context of the Wider Nucleus Group taken as a whole;
- (xiv) entered into any contract, commitment, arrangement or agreement or passed any resolution or made any offer (which remains open for acceptance) with respect to or announced any intention to, or to propose to, effect any of the transactions, matters or events referred to in this Condition;
- (xv) having made or agreed or consented to any change to:
 - (1) the terms of the trust deeds constituting the pension scheme(s) established by any member of the Wider Nucleus Group for its directors, employees or their dependents;
 - (2) the contributions payable to any such scheme(s) or to the benefits which accrue or to the pensions which are payable thereunder;
 - (3) the basis on which qualification for, or accrual or entitlement to, such benefits or pensions are calculated or determined; or

- (4) the basis upon which the liabilities (including pensions) of such pension schemes are funded, valued or made,

in each case, to an extent which is material in the context of the Wider Nucleus Group taken as a whole;

- (xvi) proposed, agreed to provide or modified the terms of the Nucleus Share Plans or any share option scheme, incentive scheme or other benefit constituting a material change relating to the employment or termination of employment of a material category of persons employed by the Wider Nucleus Group or which constitutes a material change to the terms or conditions of employment of any senior employee of the Wider Nucleus Group, save as agreed by the Panel or by James Hay Holdings; or
- (xvii) having taken (or agreed or proposed to take) any action which requires, or would require, the consent of the Panel or the approval of Nucleus Shareholders in general meeting in accordance with, or as contemplated by, Rule 21.1 of the City Code;

No adverse change, litigation or regulatory enquiry

(H) save as Disclosed, since 31 December 2019:

- (i) no adverse change or deterioration having occurred in the business, assets, financial or trading position or profits or prospects of any member of the Wider Nucleus Group which, in any such case, is material in the context of the Wider Nucleus Group taken as a whole and no circumstances have arisen which would or might reasonably be expected to result in any such adverse change;
- (ii) (other than as a result of or in connection with the Acquisition) no litigation, arbitration proceedings, prosecution or other legal proceedings to which any member of the Wider Nucleus Group is or may become a party (whether as a plaintiff, defendant or otherwise) and no investigation by any Third Party against or in respect of any member of the Wider Nucleus Group having been instituted, announced or threatened by or against or remaining outstanding in respect of any member of the Wider Nucleus Group which in any such case, has had or might reasonably be expected to have an adverse effect that is material in the context of the Wider Nucleus Group; and
- (iii) no contingent or other liability having arisen or become apparent to James Hay Holdings or Nucleus (other than in the ordinary course of business) which will or might be likely to adversely affect the business, assets, financial or trading position or profits or prospects or operational performance of any member of the Wider Nucleus Group to an extent which is material in the context of the Wider Nucleus Group taken as a whole;

No withdrawal, cancellation, termination or modification of licence

- (I) save as Disclosed, no steps having been taken which are likely to result in the withdrawal, cancellation, termination or modification of any licence held by any member of the Wider Nucleus Group which is necessary for the proper carrying on of its business and the withdrawal, cancellation, termination or modification of which is material and has had, or might reasonably be expected to have, a material adverse effect on the Wider Nucleus Group taken as a whole;

No discovery of certain matters

(J) save as Disclosed, James Hay Holdings not having discovered:

- (i) that any financial, business or other information concerning the Wider Nucleus Group as contained in the information publicly disclosed at any time by or on behalf of any member of the Wider Nucleus Group is materially misleading, contains a material

misrepresentation of fact or omits to state a fact necessary to make that information not misleading;

- (ii) that, any member of the Wider Nucleus Group is subject to any liability (contingent or otherwise),

in each case, to an extent which is material in the context of the Wider Nucleus Group taken as a whole;

Anti-corruption, sanctions and criminal property

(K) save as Disclosed, James Hay Holdings not having discovered that:

- (i) (a) any past or present member, director, officer or employee of the Wider Nucleus Group is or has at any time engaged in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977 or any other applicable anticorruption legislation; or (b) any person who performs or has performed services for or on behalf of the Wider Nucleus Group is or has at any time engaged in any activity, practice or conduct in connection with the performance of such services which would constitute an offence under the Bribery Act 2010, the US Foreign Corrupt Practices Act of 1977 or any other applicable anti-corruption legislation; or
- (ii) any material asset of any member of the Wider Nucleus Group constitutes criminal property as defined by section 340(3) of the Proceeds of Crime Act 2002 (but disregarding paragraph (b) of that definition); or
- (iii) any past or present member, director, officer or employee of the Wider Nucleus Group has engaged in any business with, made any investments in, made any funds or assets available to or received any funds or assets from: (a) any government, entity or individual in respect of which US or European Union persons, or persons operating in those territories, are prohibited from engaging in activities or doing business, or from receiving or making available funds or economic resources, by US or European Union laws or regulations, including the economic sanctions administered by the United States Office of Foreign Assets Control, or HM Treasury & Customs; or (b) any government, entity or individual targeted by any of the economic sanctions of the United Nations, the United States, the European Union or any of its member states, in each case to an extent which is material in the context of the Wider Nucleus Group taken as a whole; or
- (iv) no member of the Wider Nucleus Group being engaged in any transaction which would cause James Hay Holdings to be in breach of any law or regulation upon its acquisition of Nucleus, including the economic sanctions of the United States Office of Foreign Assets Control, or HM Treasury & Customs, or any government, entity or individual targeted by any of the economic sanctions of the United Nations, the United States, the European Union or any of its member states.

Part B: Waiver and Invocation of the Conditions

Subject to the requirements of the Panel in accordance with the City Code, James Hay Holdings reserves the right to waive, in whole or in part, all or any of the Conditions above, except for Condition (A), which cannot be waived.

James Hay Holdings shall be under no obligation to waive (if capable of waiver) or determine to be, or treat as, satisfied, any of the Conditions contained in Paragraph (B) to (K) in Part A above by a date earlier than the latest date specified above for the satisfaction thereof notwithstanding that the other Conditions may at such earlier date have been waived or satisfied and that there are, at such earlier date, no circumstances indicating that any of such Conditions may not be capable of satisfaction. In any event, all of the Conditions must be satisfied as at, or (if capable of waiver) waived on or before,

midnight on the 81st day following the date on which the Offer Document is published or such other date as may be agreed with the Panel.

Under Rule 13.5(a) of the Code, James Hay Holdings may not invoke a Condition so as to cause the Acquisition not to proceed, to lapse or to be withdrawn unless the circumstances which give rise to the right to invoke the Condition are of material significance to James Hay Holdings in the context of the Acquisition. Condition (A) is not subject to this provision of the Code.

The Acquisition will be governed by English law and be subject to the jurisdiction of the English courts and to the conditions and further terms set out in the Original Announcement and to be set out in the Offer Document and Form of Acceptance. The Acquisition will comply with the applicable rules and regulations of the City Code and AIM. This Announcement does not constitute, or form part of, an offer or invitation to purchase Nucleus Shares or any other securities.

Each of the Conditions shall be regarded as a separate Condition and shall not be limited by reference to any other Condition.

If James Hay Holdings is required by the Panel to make an offer for Nucleus Shares under the provisions of Rule 9 of the City Code, James Hay Holdings may make such alterations to any of the above Conditions as are necessary to comply with the provisions of that Rule.

The Takeover Offer will not be made, directly or indirectly in, into or from, or by use of the mails of, or by any means or instrumentality (including, without limitation, facsimile transmission, telephone, internet or e-mail) of interstate or foreign commerce of, or of any facility of a national securities exchange of, any Restricted Jurisdiction and the Takeover Offer will not be capable of acceptance by any such use, means, instrumentality or facility or from within any Restricted Jurisdiction.

Nucleus Shares which will be acquired under the Takeover Offer will be acquired fully paid and free from all liens, equities, charges, encumbrances, options, rights of pre-emption and any other third party rights and interests of any nature and together with all rights now or hereafter attaching or accruing to them, including voting rights and the right to receive and retain in full all dividends and other distributions (if any) declared, made or paid on or after the date of this Announcement .

If any dividend and/or other form of capital return or distribution is authorised, declared, made or paid by Nucleus in respect of Nucleus Shares on or after the date of this Announcement, James Hay Holdings reserves the right to reduce the consideration payable in respect of each Nucleus Share held by the amount of all or part of any such dividend and/or other form of capital return or distribution, except where Nucleus Shares are or will be acquired pursuant to the Acquisition on a basis which entitles James Hay Holdings to receive such dividend, other distribution or return of capital and retain it. If James Hay Holdings exercises this right and any such reduction takes place, Nucleus Shareholders shall be entitled to receive and retain that dividend, return of capital or other distribution. Any reduction of the consideration payable under the Acquisition pursuant to this right shall be the subject of an announcement and, for the avoidance of doubt, shall not be regarded as constituting any revision or variation of the terms of the Acquisition.

APPENDIX 2

DETAILS OF IRREVOCABLE UNDERTAKINGS

Nucleus Directors' Irrevocable Undertakings

The following Nucleus Directors have given irrevocable undertakings to accept the Takeover Offer:

Name of Nucleus Director	Number of Nucleus Shares in respect of which the undertaking is given	Percentage of Nucleus issued share capital (per cent.)
David Ferguson	905,112	1.18
Stuart Geard	79,555	0.10
James Anthony Angus Samuels	26,704	0.03

These irrevocable undertakings also extend to any shares acquired by the Nucleus Directors in accordance with the terms of the Nucleus Share Plans.

The irrevocable undertakings remain binding in the event a higher competing offer is made for Nucleus. It will also prevent such individual from: (i) exercising any right of withdrawal of any acceptance of the Acquisition where such a right is otherwise exercisable under the Code; or (ii) otherwise selling all or any part of their Nucleus Shares into the market. It will cease to be binding if the Takeover Offer closes or lapses.

Sanlam UK Limited Irrevocable Undertaking

Sanlam has given an irrevocable undertaking to accept the Takeover Offer:

Name of Nucleus Shareholder	Number of Nucleus Shares in respect of which the undertaking is given	Percentage of Nucleus issued share capital (per cent.)
Sanlam UK Limited	39,914,760	52.19

The irrevocable undertaking from Sanlam will remain binding in the event a higher competing offer is made for Nucleus. It will also prevent such individual from: (i) exercising any right of withdrawal of any acceptance of the Acquisition where such a right is otherwise exercisable under the Code; or (ii) otherwise selling all or any part of their Nucleus Shares into the market. It will cease to be binding if:

- the Offer Document has not been published within 28 days (or such later date as agreed between James Hay Holdings and Sanlam) of this Announcement;
- immediately if James Hay Holdings announces, with the consent of the Panel, that it does not intend to proceed with the Acquisition; or
- on and from the earlier of:
 - 11.59 p.m. (London time) on the date falling nine calendar months from the date of the irrevocable undertaking, or such later time and date (if any) as Sanlam and James Hay Holdings shall agree in writing; and

- the time and date on which the Acquisition is withdrawn, lapses or otherwise terminates in accordance with its terms.

Other Nucleus Shareholders' Irrevocable Undertakings

The following Nucleus Shareholders have given irrevocable undertakings to accept the Takeover Offer:

Name of Nucleus Shareholder	Number of Nucleus Shares in respect of which undertaking is given	Percentage of Nucleus issued share capital (per cent.)
Monique Ferguson	905,076	1.18
Hariklia Geard	875,070	1.14
Katy Samuels	26,705	0.03

The irrevocable undertakings remain binding in the event a higher competing offer is made for Nucleus. It will also prevent such individual from: (i) exercising any right of withdrawal of any acceptance of the Acquisition where such a right is otherwise exercisable under the Code; or (ii) otherwise selling all or any part of their Nucleus Shares into the market. It will cease to be binding if the Takeover Offer closes or lapses.

Notes:

1. The Nucleus Shares referred to in this Appendix 2 are either held by the Nucleus Shareholder directly or held via a nominee. In each case the Nucleus Shareholder has undertaken to accept itself, or to direct (and to procure) that the relevant nominee accepts, the Takeover Offer.
2. The percentages given in this Appendix 2 have been rounded up to two decimal places and are based on the number of Nucleus Shares in issue on 29 March 2021.

APPENDIX 3

DEFINITIONS

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

Acquisition	the proposed acquisition by James Hay Holdings of the entire issued and to be issued ordinary share capital of Nucleus, to be effected by means of the Takeover Offer and, where the context permits, any subsequent revision, variation, extension or renewal thereof;
AIM	the market of that name operated by the London Stock Exchange;
Announcement	this announcement relating to the switch from the Scheme to a Takeover Offer;
Award	any award or option outstanding under the LTIP;
Business Day	a day, other than a Saturday, Sunday, public holiday or bank holiday, on which banks are generally open for normal business in the City of London;
Closing Price	the closing middle market quotation of a share derived from the AIM Appendix to the Daily Official List of the FCA on that day;
Code or City Code	the City Code on Takeovers and Mergers;
Companies Act	the United Kingdom Companies Act 2006, as amended from time to time;
Conditions	the conditions to the implementation of the Acquisition as set out in Appendix 1 to this Announcement;
Court	the High Court of Justice of England and Wales;
Court Order	the order of the Court sanctioning the Scheme under Part 26 of the Companies Act;
Craven Street Capital	Craven Street Capital Limited, joint financial and Rule 3 adviser to Nucleus;
Dealing Disclosure	has the same meaning as in Rule 8 of the Code;
Disclosed	the information disclosed by, or on behalf of Nucleus: (i) in the data room established on behalf of Nucleus for the purposes of the Scheme, on or before 6.30 p.m. on 5 February 2021; (ii) in the Nucleus 2019 Annual Report and Accounts; (iii) in the Original Announcement; (iv) in any other public announcement made by Nucleus; or (v) prior to the date of the Original Announcement to James Hay Holdings (or its respective officers, employees, agents or advisers in their capacity as such);

Disclosure Guidance and Transparency Rules	and the disclosure guidance and transparency rules made by the FCA pursuant to section 73A of FSMA, as amended from time to time;
Disclosure Table	the disclosure table on the Takeover Panel's website at www.thetakeoverpanel.org.uk ;
Effective	in the context of the Acquisition: <ul style="list-style-type: none"> (a) if the Acquisition is implemented by way of the Scheme, the Scheme having become effective pursuant to its terms, upon the delivery of the Court Order to the Registrar of Companies; or (b) if the Acquisition is implemented by way of an Offer, such Offer having been declared or become unconditional in all respects in accordance with the requirements of the Code;
European Union	an economic and political union of 27 member states which are located primarily in Europe;
FCA	the UK Financial Conduct Authority or its successor from time to time;
Fenchurch Advisory Partners	Fenchurch Advisory Partners LLP of 110 Bishopsgate, London, EC2N 4AY, financial adviser to the James Hay Group;
FSMA	the Financial Services and Markets Act 2000 (as amended, modified, re-enacted or replaced from time to time);
IFG Group Limited	IFG Group Limited, a company incorporated and existing under the laws of Ireland with company registration number 21010;
James Hay	the business undertaken by the James Hay Group;
James Hay Group	IFG Group Limited and its subsidiaries and subsidiary undertakings;
James Hay Holdings	James Hay Holdings Limited, a private limited company incorporated in England and Wales with registered number 02506374;
London Stock Exchange	London Stock Exchange PLC;
LTIP	the Nucleus Financial Group plc Long Term Incentive Plan as amended from time to time;
LTIP Agreed Maximum	a maximum of 452,543 Nucleus Shares, being the number of Nucleus Shares required to be issued after the date of the Original Announcement to satisfy the exercise of Awards outstanding under the LTIP;
Market Abuse Regulation or MAR	The Market Abuse Regulation (2014/596/EU) as amended in the United Kingdom from 1 January 2021 pursuant to the Market Abuse (Amendment) (EU Exit) Regulations 2019;

Nucleus	Nucleus Financial Group plc, a public limited company incorporated in England and Wales with registered number 05522098;
Nucleus 2019 Annual Report and Accounts	the full year results of the Nucleus Group for year ended 31 December 2019;
Nucleus Court Meeting	the meeting (or any adjournment, postponement or reconvention thereof) of the Scheme Shareholders (or the relevant class or classes thereof) to be convened by order of the Court pursuant to section 896 of the Companies Act to consider and, if thought fit, approve the Scheme (with or without modification);
Nucleus Directors	the directors of Nucleus from time to time and Nucleus Director means any one of them;
Nucleus Group	Nucleus and its subsidiaries and subsidiary undertakings from time to time;
Nucleus Share Plans	the SIP and the LTIP;
Nucleus Shareholders	the registered holders of Nucleus Shares from time to time;
Nucleus Shares	ordinary shares of 0.1 pence each in the capital of Nucleus;
Offer Document	the document to be sent to Nucleus Shareholders which will contain, inter alia, the full terms and conditions of the Takeover Offer;
Offer Period	the period commencing on 2 December 2020 and ending on the earlier of: (a) the date on which the Acquisition becomes Effective; and (b) the date on which the Acquisition lapses or is withdrawn (or such other date as the Panel may decide);
Opening Position Disclosure	has the same meaning as in Rule 8 of the Code;
Overseas Shareholders	holders of Nucleus Shares who are resident in, ordinarily resident in, or citizens of, jurisdictions outside the United Kingdom;
Registrar of Companies	the Registrar of Companies in England and Wales;
Restricted Jurisdiction	any jurisdiction where local laws or regulations may result in significant risk of civil, regulatory or criminal exposure if information concerning the Acquisition is sent or made available in that jurisdiction;
Sanlam	Sanlam UK Limited, a private limited company incorporated in England and Wales with registered number 06575962;
Scheme	the proposed scheme of arrangement under Part 26 of the Companies Act between Nucleus and the Scheme Shareholders (the full terms of which are set out in the Scheme Document), with or subject to any modification, addition or condition which James Hay Holdings and

	Nucleus may agree, and if required, the Court may approve or impose;
Scheme Document	the document despatched on 5 March 2021 to Nucleus Shareholders in connection with the Scheme including the particulars required by section 897 of the Companies Act;
Scheme Shareholders	the registered holders of Nucleus Shares from time to time;
Shore Capital	Shore Capital and Corporate Limited and/or Shore Capital Stockbrokers Limited as the context admits;
Shore Capital and Corporate Limited	Nominated Adviser and joint financial and Rule 3 adviser to Nucleus;
Shore Capital Stockbrokers Limited	corporate broker to Nucleus;
Substantial Interest	in relation to an undertaking, a direct or indirect interest in ten per cent. or more of the total voting rights conferred by the equity share capital (as defined in section 548 of the Companies Act) of such undertaking;
Takeover Offer	the offer as described in this Announcement and the Original Announcement to be made by or on behalf of James Hay Holdings to acquire the entire issued and to be issued share capital of Nucleus, to be implemented by way of a takeover offer as defined in Chapter 3 of Part 28 of the Companies Act and, where the context admits, any subsequent revision, variation, extension or renewal of such offer;
Takeover Panel or Panel	the UK Panel on Takeovers and Mergers;
Third Party	has the meaning set out in Condition D in Appendix 1;
United Kingdom or UK	the United Kingdom of Great Britain and Northern Ireland;
United States or US	the United States of America, its territories and possessions, any State of the United States of America and the District of Columbia;
US Exchange Act	the US Securities Exchange Act of 1934, and the rules and regulations promulgated thereunder;
Wider James Hay Group	James Hay Group, its subsidiary undertakings and associated undertakings, holding companies, and their respective subsidiaries, subsidiary undertakings and associated undertakings, holding companies and any other body corporate, partnership, joint venture or person in which the James Hay Group and all such undertakings (aggregating their interests) have a Substantial Interest or the equivalent or which have a Substantial Interest in the James Hay Group or any member of the Wider James Hay Group; and
Wider Nucleus Group	Nucleus and its subsidiaries, subsidiary undertakings and associated undertakings and any other body corporate, partnership, joint venture or person in which Nucleus and

such undertakings (aggregating their interests) have a Substantial Interest or the equivalent.