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Copies of this Document are being sent to Shareholders. If you have sold or otherwise transferred all of your ordinary shares in DCD Media plc (“**DCD**” or the “**Company**”), please forward this Document at once to the purchaser or transferee or to the stockbroker or other agent through whom the sale or transfer was effected for delivery to the purchaser or transferee. If you have sold or transferred part only of your holding in ordinary shares in the Company, you should retain this Document and consult the stockbroker, bank or other agent through whom the sale or transfer was effected.

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The London Stock Exchange has not examined or approved the contents of this Document. The Directors, whose names are set out at page 5, and the Company accept responsibility for the information contained in this Document, including individual and collective responsibility. To the best of the knowledge and belief of the Directors (who have taken all reasonable care to ensure that such is the case), the information contained in this Document is in accordance with the facts and does not omit anything likely to affect the import of such information. The whole of the text of this Document should be read.

The distribution of this Document in jurisdictions other than the UK may be restricted by law and therefore persons into whose possession this Document comes should inform themselves about and observe such restrictions. Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdiction.

This Document does not constitute any offer to issue or sell or a solicitation of any offer to subscribe for or buy Ordinary Shares in the Company.

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## **DCD Media plc**

*(Incorporated and registered in England & Wales with registered number 3393610)*

### **Proposed sale of the entire issued share capital of N.B.D Holdings Limited to 108 Media Limited**

**and**

### **Notice of General Meeting**

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**Your attention is drawn to the letter from the Executive Chairman of DCD Media plc set out in Part I of this Document, which recommends that shareholders vote in favour of the Resolution to be proposed at the General Meeting referred to below. The General Meeting has been convened by the Directors for the purpose of considering the matters set out in this Document.**

Notice convening a General Meeting of the Company to be held at the offices of finnCap Ltd, 1 Bartholomew Close, London EC1A 7BL at 11 a.m. on 2 December 2021 (the “**General Meeting**”) is set out in Part III of this Document.

Please note that proxy forms are no longer sent out unless requested by email to [shareholderenquiries@linkgroup.co.uk](mailto:shareholderenquiries@linkgroup.co.uk) or by phone to 0371 664 0300. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. Lines are open between 09:00 – 17:30, Monday to Friday excluding public holidays in England and Wales.

Shareholders are invited to complete proxy vote forms online at [www.signalshares.com](http://www.signalshares.com) where they can follow the on-screen instructions. Shareholders will need to log into their Signal Shares account, or register if not previously done so, to register Shareholders will need their Investor Code, this is detailed on their share certificate or available from the Registrar, Link Group.

Voting by proxy prior to the General Meeting does not affect a Shareholders right to attend the General Meeting and vote in person. Proxy votes must be received no later than 11 a.m. on 30 November 2021.

A summary of the action to be taken by Shareholders is set out on page 14 and in the Notice of General Meeting set out in Part III of this Document. The Board has been closely monitoring public health guidance and legislation issued by the UK Government relating to the COVID-19 pandemic. The safety of our employees, Shareholders and other stakeholders is of paramount importance to us and we will be taking measures to reduce the risks associated with COVID-19.

Whilst it remains difficult to predict if Government restrictions or guidance may change, we will ensure any changes to the General Meeting arrangements are published on our website [www.dcdmedia.co.uk](http://www.dcdmedia.co.uk). Please also check the latest Government guidance before you consider travelling to the venue.

This Document includes forward looking statements (that is, statements other than statements of historical facts), including (without limitation) those regarding the Group's financial position, business strategy, plans and objectives of management for future operations, and any statement preceded or followed by, or including, words such as "target", "believe", "expect", "aim", "intend", "will", "may", "anticipate", "would" or "could", or negatives of such words. Such forward looking statements involve known and unknown risks, uncertainties and other factors beyond the Company's control that could cause the actual results, performance or achievements of the Group to be materially different to future results, performance or achievements expressed or implied by such statements. Such forward looking statements are based on numerous assumptions regarding the Group's present and future business strategies and the environment in which the Group will operate in the future. They speak only as at the date of this Document. The Company expressly disclaims any obligation to disseminate any update or revision to any forward-looking statement in this Document to reflect any change in the Company's expectations or any change in events, conditions or circumstances on which any such statement is based, unless required to do so by applicable law or the AIM Rules.

This Document is available from the Company's website at [www.dcdmedia.co.uk](http://www.dcdmedia.co.uk).

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## EXPECTED TIMETABLE OF PRINCIPAL EVENTS

Publication of this Document	16 November 2021
Latest time and date for receipt of Forms of Proxy in respect of the General Meeting	11 a.m. on 30 November 2021
General Meeting	11 a.m. on 2 December 2021
Expected date of Completion	by 10 December 2021
Long-Stop Date for completion of the Sale (unless the period is extended by the parties)	31 December 2021

**Notes:**

- (a) Unless otherwise specified, references in this Document to time are to London time.
- (b) The times and dates above are indicative only. If there is any change, revised times and/or dates will be notified to Shareholders by means of an announcement through a Regulatory Information Service.

## DIRECTORS AND ADVISERS

Directors	David Craven ( <i>Executive Chairman</i> ) Nicky Davies Williams ( <i>Executive Director</i> ) Neil McMyn ( <i>Non-Executive Director</i> ) Jean-Paul Rohan ( <i>Non-Executive Director</i> )
Company Secretary	Deborah Caidou 6th Floor 2 Kingdom Street London W2 6JP
Registered Office	Level 13, Broadgate Tower 20 Primrose Street London EC2A 2EW
Nominated Adviser and Broker	finnCap Ltd 1 Bartholomew Close London EC1A 7BL
Legal Advisers to the Company	Dickson Minto W.S. Level 13, Broadgate Tower 20 Primrose Street London EC2A 2EW
Share Registrar	Link Group 10th Floor Central Square 29 Wellington Street Leeds LS1 4DL

## DEFINITIONS

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

<b>“108 Media”</b>	108 Media Ltd, a private limited company incorporated in England and Wales with registered number 13176136 and having its registered office at 71-75 Shelton Street, London WC2H 9JQ
<b>“AIM”</b>	AIM, a market operated by the London Stock Exchange plc
<b>“AIM Rules”</b>	together, the AIM Rules for Companies, the AIM Rules for Nominated Advisers and the AIM Disciplinary Procedures and Appeals Handbook as published from time to time
<b>“Business Day”</b>	a day (other than a Saturday, Sunday or public holiday) on which banks are open in London for a full range of business
<b>“Company” or “DCD”</b>	DCD Media plc, a public limited company incorporated in England and Wales with registered number 3393610 and having its registered office at Level 13, Broadgate Tower, 20 Primrose Street, London EC2A 2EW
<b>“Completion”</b>	completion of the Sale
<b>“Completion Date”</b>	the date of Completion being the date that is five Business Days after the date on which the DCD has given notice to 108 Media that the Condition has been satisfied
<b>“Condition”</b>	the approval of the Resolution by Shareholders
<b>“CREST”</b>	the computerised settlement system (as defined in the CREST Regulations), operated by Euroclear, which facilitates the transfer of title to shares in uncertificated form
<b>“CREST Regulations”</b>	the Uncertificated Securities Regulations 2001 (SI 2001 No. 3755)
<b>“Directors” or the “Board”</b>	the directors of the Company whose names are set out on page 5 of this Document
<b>“Document”</b>	this document, containing details of the Sale and the Notice
<b>“Euroclear”</b>	Euroclear UK & Ireland Limited, a company incorporated in England and Wales and the operator of CREST
<b>“Form of Proxy”</b>	the form of proxy for use by the Shareholders in connection with the General Meeting
<b>“General Meeting”</b>	the general meeting of Shareholders to be held at the offices of finnCap Ltd, 1 Bartholomew Close, London EC1A 7BL at 11 a.m. on 2 December 2021, notice of which is set out at Part III of this Document, or any adjournment of that meeting
<b>“Group”</b>	the Company and its subsidiary undertakings at the date of this Document
<b>“Long-Stop Date”</b>	31 December 2021
<b>“NBD”</b>	N.B.D. Holdings Limited, a private limited company incorporated in England and Wales with registered number 02477508 and having its registered office at c/o DCD Rights Ltd, 6th Floor, 2 Kingdom Street, London W2 6JP

<b>“Nominated Adviser” or “finnCap”</b>	finnCap Ltd, the Company’s Nominated Adviser as at the date of this Document
<b>“Notice”</b>	the notice of the General Meeting set out in Part III of this Document
<b>“Ordinary Shares”</b>	the ordinary shares of the Company of £1.00 each
<b>“Resolution”</b>	the resolution set out in the Notice to be proposed at the General Meeting to approve the proposed Sale
<b>“Rule 15 Period”</b>	the six month period following the Sale during which period the Company would be required to make an acquisition or acquisitions which constitute a reverse takeover under AIM Rule 14 (or seek re-admission as an investing company (as defined under the AIM Rules)), failing which the trading of the Company’s Ordinary Shares on AIM would be suspended
<b>“Sale”</b>	the proposed sale by the Company of the entire issued share capital of NBD to 108 Media in accordance with the terms of the Sale Agreement
<b>“Sale Agreement”</b>	the conditional share purchase agreement between the Company and 108 Media dated 15 November 2021
<b>“Shareholders”</b>	holders of Ordinary Shares in the Company
<b>“Share Registrar”</b>	Link Group, 10th Floor, Central Square, 29 Wellington Street, Leeds LS1 4DL
<b>“Timeweave”</b>	Timeweave Limited, a private limited company incorporated in England and Wales with registered number 00957155 and having its registered office at Level 13, Broadgate Tower, 20 Primrose Street, London EC2A 2EW.
<b>“uncertificated” or “in uncertificated form”</b>	recorded on the register of Ordinary Shares as being held in uncertificated form in CREST, entitlement to which, by virtue of the CREST Regulations, may be transferred by means of CREST

# PART I

## LETTER FROM THE EXECUTIVE CHAIRMAN

### DCD MEDIA PLC

*(Incorporated and registered in England with registered number 3393610)*

*Directors:*

David Craven (*Executive Chairman*)  
Nicky Davies Williams (*Executive Director*)  
Neil McMyn (*Non-Executive Director*)  
Jean-Paul Rohan (*Non-Executive Director*)

*Registered Office:*

Level 13, Broadgate Tower  
20 Primrose Street  
London EC2A 2EW

16 November 2021

**Proposed sale of the entire issued share capital in  
N.B.D Holdings Limited to 108 Media Limited**

and

**Notice of General Meeting**

Dear Shareholder

#### **1. Introduction**

This Document sets out details of the proposed sale by the Company of the entire issued share capital of NBD to 108 Media, pursuant to the terms of the Sale Agreement for a total consideration of £4.7 million payable in four instalments. The Sale, if approved, will result in the divestment of substantially all of the Company's existing business, assets and trade liabilities.

The Sale is subject to Shareholder approval at the General Meeting of the Company and the purpose of this Document is therefore to:

- set out the background to and reasons for the Sale;
- explain why the Board believes that the Sale is in the best interests of the Company and Shareholders as a whole;
- explain how the Sale will impact the Company; and
- explain the Resolution to be put to Shareholders at the General Meeting to be held at the offices of finnCap Ltd, 1 Bartholomew Close, London EC1A 7BL at 11 a.m. on 2 December 2021 and why the Directors recommend that Shareholders vote in favour of the Resolution.

#### **2. Background to and Reasons for the Sale**

Timeweave Limited ("**Timeweave**"), is a major shareholder of DCD with an entire beneficial holding of Ordinary Shares totalling (as at the latest practicable date prior to the publication of this Document), in aggregate 1,818,377 Ordinary Shares, representing approximately 71.55 per cent. of the Company's issued share capital. When Timeweave took control of DCD almost ten years ago, there were broad synergies with other media interests within the Timeweave investment group. Those synergies no longer exist and DCD does not form part of the strategic landscape for Timeweave. In addition, Timeweave has indicated that it does not wish to provide further TV programme funding to DCD.

DCD was approached by 108 Media in early 2021 and entered into discussion regarding the potential Sale which has now been agreed upon, subject to shareholder approval, for a total consideration of £4.7 million in cash (the "**Consideration**"), payable over a period of eighteen months in four agreed instalments with the initial instalment due on Completion.

In light of the Consideration not being paid in full on Completion, 108 Media has granted the Company an irrevocable option to re-acquire the entire issued share capital of NBD for consideration of £1.00 in the event that 108 Media fails to pay an instalment of the Consideration when due or is otherwise found to be in material breach of its undertakings set out in the Sale Agreement whilst any Consideration remains outstanding. In the event that this option is exercised by the Company, any Consideration already paid by 108 Media shall remain property of the Company and not be repayable to 108 Media.

Further details of the terms of the Sale and, in particular, the Consideration are set out in paragraph 7 below.

The Board considers that there are inherent market risks in the current operating model of the Company such that additional third-party funding is required to grow the business. Also, the Company's largest shareholder, Timeweave, has indicated that it is unwilling to further fund the business and the Board has therefore concluded that the Sale presents an attractive opportunity for the Company to realise value and secure an owner for the Company's business in 108 Media that is expected to provide the support afforded by Timeweave over the last decade allowing the business to grow.

The Company understands that 108 Media has access to wider funding arrangements and the Board believes that 108 Media can support NBD and deliver a scale play into the market using the existing DCD Media assets held within NBD as the platform for achieving this.

The Board believes that the Sale represents good value for Shareholders and the Sale is considered by the Board to be positive for the Company's Shareholders as a whole.

### **3. Sale of entire issued share capital of NBD**

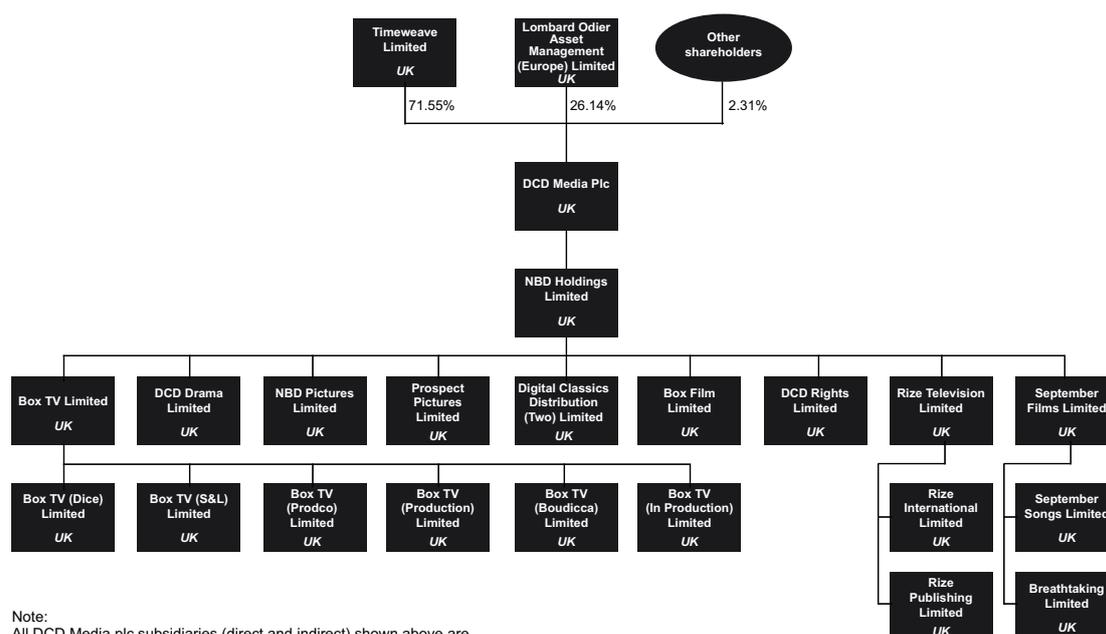
Pursuant to the Sale Agreement (details of which are set out at paragraph 7 below), the Company has reached agreement to sell substantially all of the Company's existing business, assets and trade liabilities for a total Consideration of £4.7 million.

In conjunction with the sale of NBD, all employees of the Group are expected to transfer to 108 Media under service contract with NBD. Only the Directors of DCD will remain with the listed entity.

### **4. Structure of the Group prior to the Sale, following completion of the Reorganisation**

On 7 October 2021, the Company reorganised its operating structure (the "Reorganisation"). Pursuant to the terms of the Reorganisation, the Company transferred all of its directly held subsidiaries to NBD and certain other assets and contracts needed for the operation of the Group to DCD Rights Limited, such that, following completion of the Reorganisation, NBD is the Company's sole direct subsidiary. The diagram below shows the structure of the Group following completion of the Reorganisation.

# Post Reorganisation Group Structure



Note:  
All DCD Media plc subsidiaries (direct and indirect) shown above are 100% owned by their immediate parent companies unless otherwise stated

## 5. Current Trading

The ongoing global Covid-19 crisis has led to widespread uncertainty in the Company's markets. There has been a significant impact on production timetables with a need to plan for, and react to, frequent changes and delays in delivery of new programming in the Group's specific market sector. However, as set described in the Group's final results for the financial year ended 31 March 2021 (as approved by shareholders on 30 September 2021), the Group has a high-quality library of content and while currently there is a delay in reaching signature stage and subsequent delivery, the Group has a number of exciting deals it has closed before the end of the first half of this year. This has enabled the business to perform in line with management's expectations.

The table below displays the Group's consolidated income statement for the year ended 31 March 2021 and fifteen months ended 31 March 2020, the last financial periods reported on by the Group.

	<i>Audited</i> Year to 31 March 2021 £'000	<i>Audited</i> 15 months to 31 March 2020 £'000
<b>Revenue</b>	<b>11,327</b>	<b>10,934</b>
Cost of sales	(9,163)	(8,882)
<b>Gross profit</b>	<b>2,164</b>	<b>2,052</b>
<b>Administrative expenses:</b>		
– Other administrative expenses	(1,660)	(2,198)
<b>Operating profit/(loss)</b>	<b>504</b>	<b>(146)</b>
Finance cost	(8)	(10)
<b>Profit/(loss) before taxation</b>	<b>496</b>	<b>(156)</b>
Taxation	(27)	–
<b>Profit/(loss) for the financial year/period</b>	<b>469</b>	<b>(156)</b>
<b>Profit/(loss) attributable to:</b>		
Owners of the parent	469	(156)
	<b>469</b>	<b>(156)</b>

## **6. Information on 108 Media**

From its development, licensing, financing, ad-sales, and production offices and outposts in Singapore, Toronto, Los Angeles, Tokyo, London (HQ), Manila and Kuala Lumpur, 108 Media is a privately held capital-backed international creative IP and media asset firm which for over a decade has sought to redefine and revolutionise the way content is created, curated and consumed. With its proprietary mandate of investing resources into emerging markets to champion bold independent voices while managing and structuring large-scale mainstream global productions, 108 Media operates proudly at the nexus of the creative and corporate worlds through its fully integrated cross-border and cross-cultural media and entertainment ecosystem.

## **7. Summary of the Sale Agreement**

Pursuant to the terms of the Sale Agreement, 108 Media has agreed to acquire the entire issued share capital of NBD. The completion of the sale and purchase of 100% of the issued shares of NBD is from here on referred to as **Completion**.

Pursuant to the terms of the Sale Agreement, 108 Media has agreed to pay the Company £4.7 million in consideration for the entire issued share capital of NBD.

Completion of the Sale is conditional on the passing of the Resolution at the General Meeting.

### ***Consideration***

The Consideration will be paid in the following installments:

- (a) £350,000 will be payable by 108 Media on Completion of the Sale;
- (b) £1.45 million will be payable within six months of Completion;
- (c) £1.45 million will be payable not later than twelve months from Completion; and
- (d) £1.45 million pounds (the “**Final Consideration Payment**”) will be payable not later than eighteen months from Completion.

108 Media requires to provide proof of funds to the Company for each installment of Consideration no later than three Business Days prior to the agreed payment date for such installment. 108 Media shall have the option to pay the outstanding Consideration at any point.

### ***Pre-completion Undertakings***

The Company has given certain customary undertakings in relation to the period between signing the Sale Agreement and Completion including that the business will continue to operate in the ordinary course.

### ***Loan***

On Completion, the Company will grant a facility of up to £200,000 in favour of NBD for the purposes of providing additional working capital in the business (the “**Loan**”). The Loan may be drawdown in multiples of £10,000 on the written request of NBD. Whether amounts are advanced under the Loan is at the sole discretion of DCD (acting in good faith). That part of the Loan which has been utilised by NBD will attract interest at a rate of 10% (rolled-up and payable on loan repayment). The Loan can be repaid at any point in time at the option of 108 Media prior to the last date on which the Final Consideration Payment is payable and pro-rated interest will be applied (rounded up to the nearest month end) in such circumstances. In the event that 108 Media elects not to repay the loan at an earlier date, the Loan will be repayable in full (including interest) on the eighteen month anniversary of Completion.

### ***Option and Security***

As mentioned above, 108 Media has granted the Company an irrevocable option to re-acquire the entire issued share capital of NBD for consideration of £1.00 in the event that 108 Media fails (i) to pay an instalment of the deferred consideration on the relevant date; (ii) fails to repay the Loan prior to the eighteen month anniversary of Completion; or (iii) is found to be in material breach of its undertakings during the period whilst any consideration is outstanding (such period to be known as the “**Deferred**

**Payment Period**”). In the event that this option is exercised by the Company, any consideration or Loan repayment already paid by 108 Media to the Company shall remain property of the Company and will not be repayable to 108 Media.

During the Deferred Payment Period, the Company will retain certain consent rights in respect of customary reserved matters and shall have the right to appoint the majority of directors to the board of NBD and to each member of NBD’s group company.

#### ***Warranties and the Tax Covenant***

The Company has given certain warranties to 108 Media that are customary for a transaction of this nature. The warranties given include those relating to title, capacity, authority, solvency tax, financial matters, financial debt, compliance, contracts, insurance, litigations, intellectual property and information technology, real estate, environmental matters, employees, benefit arrangements and pension schemes. Certain of those warranties relating to, amongst other things, title, authority, capacity, financial matters, contracts, insurance, intellectual property and compliance with laws will be repeated at Completion. 108 Media has also given title and capacity warranties in favour of the Company.

The warranties given by the Company are subject to customary monetary and other limitations. The liability of the Company for a breach of warranty (save in the case of fraud and similar matters of dishonesty) is capped at the amount of Consideration actually received by the Company. 108 Media must give notice of any claim under the warranties prior to the date which is 24 months after the date of the Sale Agreement in respect of the warranties given at exchange or 24 months after the date of Completion in respect of the warranties which are repeated on Completion on the basis of the facts and circumstances then existing. Notice of any claims in respect of tax matters or under the tax covenant must be given within three years of Completion.

In the event that 108 Media raises a warranty claim during the Deferred Payment Period, in the event that such claim is either (i) settled between the parties; or (ii) in dispute but supported by a legal opinion provided by 108 Media, 108 Media may set off the amount of the settled warranty claim or disputed amount (as the case may be) against the next installment of Consideration. In the event that the disputed amount is adjudicated in favour of the Company, such amount will become payable to the Company immediately.

#### ***Termination***

Either of the parties may terminate the Sale Agreement if the Condition is not satisfied prior to the long stop date of 31 December 2021 (as may be extended by the mutual agreement of the Company and 108 Media). In addition, 108 Media may terminate the Sale Agreement during the period between signing and Completion if either (i) there is a breach of a title warranty given by the Company; or (ii) there is a supplemental disclosure made in respect of the warranties which are repeated at Completion which would cause 108 Media to suffer an actual loss in excess of £150,000.

#### ***Governing Law and Jurisdiction***

The Sale Agreement is governed by English Law. The English courts have exclusive jurisdiction in relation to all disputes arising out of, or in connection with, the Sale Agreement.

### **8. AIM Rule 15 Investment Company**

The Sale, if approved, will result in the divestment of substantially all of the Company’s existing business, assets and trade liabilities. With effect from Completion, the Company will be classified under AIM Rule 15 as a cash shell and as such will be required to make an acquisition or acquisitions which constitute(s) a reverse takeover under AIM Rule 14 (including seeking re-admission as an investing company (as defined under the AIM Rules)) on or before the date falling six months after Completion. Failure to do so will result in the Ordinary Shares being suspended from trading on AIM pursuant to AIM Rule 40. Admission to trading on AIM would be cancelled six months from the date of suspension should the reason for the suspension not have been rectified. Following Completion the Company will explore its options and will review (a) the benefits of remaining listed on AIM and the merits of cancelling the admission of shares trading on AIM; and (b) the benefit of remaining listed and either identifying an acquisition or seeking to become and investing company. Shareholders should be aware that any failure therefore in completing one or more acquisitions which constitute a reverse takeover under AIM

Rule 14 (including seeking re-admission as an investing company (as defined under the AIM Rules)) within the relevant timeframe will result in the cancellation of the Shares from trading on AIM following a six month period of suspension.

## **9. Use of Proceeds and Taxation**

As at 11 November 2021 (the latest practicable date prior to the publication of this Document) the Company had a total cash balance of c.£3.85m, of which c.£3.31m will remain in NBD leaving c.£0.54m in the Company post Completion. In addition, the Company will be receiving the Consideration over a period of time as set out in paragraph 7 which will supplement the Company's cash reserves. The remaining cash balance is deemed by the Directors as sufficient to cover outstanding payments and for general working capital purposes of the Company.

Following Completion, the Board will consider the best way to maximise Shareholder value which is likely to include returning a proportion of the cash to Shareholders together with considering alternative acquisitions as provided under Rule 15. The timing and method of any distribution or other return of capital remains to be confirmed and will be notified to Shareholders in due course. The quantum of any distribution or return of capital will take into account the investment and/or acquisition opportunities identified by the Company during the Rule 15 Period, and the wishes of Shareholders following a consultation process which the Company will commence following Completion and which is expected to include one-to-one discussions with larger shareholders.

**Shareholders should review the Risk Factors set out at Part II of this Document.**

**The Company has undertaken a preliminary tax review of the likely treatment of the Consideration, based upon which the Company does not expect to incur any tax liability as a result of the receipt of the Consideration, but there can be no guarantee that the final tax amount payable by the Company will not be higher than the Company's initial estimates, or that certain expected reliefs (in particular Substantial Shareholdings Exemption), will be available. If the amount of tax payable by the Company is higher than expected the final return of capital to Shareholders after full and final payment of the Consideration may be lower than expected currently.**

The final amount of any distribution or return of capital, and the timing of the same, will be notified to Shareholders in due course following the Completion Date.

## **10. Risk Factors**

Shareholders should consider carefully the risks set out in Part II of this Document relating to the Sale, along with all other information set out in this Document. Should any of the risks materialise, the market price of the Ordinary Shares may be adversely affected.

## **11. General Meeting**

In Part III of this Document you will find a Notice of General Meeting convening a General Meeting to be held at the offices of finnCap Ltd, 1 Bartholomew Close, London EC1A 7BL on 2 December 2021 at 11 a.m.

Whilst it remains difficult to predict if Government restrictions or guidance may change, we will ensure any changes to the General Meeting arrangements are published on our website [www.dcdmedia.co.uk](http://www.dcdmedia.co.uk). Please also check the latest Government guidance before you consider travelling to the venue.

**Shareholders are strongly encouraged to register their vote in advance of the General Meeting by completing proxy vote forms online at [www.signalshares.com](http://www.signalshares.com)**

## **12. The Resolution**

Shareholders are being asked to approve the Sale by voting in favour of the Resolution. The Resolution will be proposed as an ordinary resolution. This means that if the majority of votes cast are in favour of the Resolution, the Sale will be approved.

### **13. Action to be taken**

Please note that proxy forms are no longer sent out unless requested by email to [shareholderenquiries@linkgroup.co.uk](mailto:shareholderenquiries@linkgroup.co.uk) or by phone to 0371 664 0300. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. Lines are open between 09:00 – 17:30, Monday to Friday excluding public holidays in England and Wales.

Shareholders will be able to vote electronically by logging on to [www.signalshares.com](http://www.signalshares.com) and following the instructions. You will need your investor code (known as the IVC) which can be located on your share certificate or by calling the Share Registrars, Link Group, on 0371 664 0300. Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. Lines are open between 9.00 a.m. and 5.30 p.m., Monday to Friday excluding public holidays in England and Wales. Please note that Link Group cannot provide any financial, legal or tax advice and calls may be recorded and monitored for security and training purposes.

If you hold shares in CREST, in order for a proxy appointment or instruction made using the CREST service to be valid, the appropriate CREST message (a CREST Proxy Instruction) must be properly authenticated in accordance with Euroclear's specifications, and must contain the information required for such instruction, as described in the CREST Manual. The message, regardless of whether it constitutes the appointment of a proxy or is an amendment to the instruction given to a previously appointed proxy must, in order to be valid, be transmitted so as to be received by the issuer's agent (ID RA10) by 11 a.m. on 30 November 2021. For this purpose, the time of receipt will be taken to be the time (as determined by the time stamp applied to the message by the CREST application host) from which the issuer's agent is able to retrieve the message by enquiry to CREST in the manner prescribed by CREST. After this time, any change of instructions to proxies appointed through CREST should be communicated to the appointee through other means.

Appointing a proxy will not preclude you from attending the General Meeting in person, if you so wish and are entitled.

### **14. Irrevocable Undertakings**

An irrevocable undertaking has been given by Timeweave to the Company to vote in favour of the Resolution in respect of its entire beneficial holding of Ordinary Shares totalling (as at the latest practicable date prior to the publication of this Document), in aggregate 1,818,377 Ordinary Shares, representing approximately 71.55 per cent. of the Company's issued share capital.

In addition, an irrevocable undertaking has been given by Lombard Odier Asset Management (Europe) Limited to the Company to vote in favour of the Resolution in respect of its entire beneficial holding of Ordinary Shares totalling (as at the latest practicable date prior to the publication of this Document), in aggregate 664,328 Ordinary Shares, representing approximately 26.14 per cent. of the Company's issued share capital.

Therefore, the Company has irrevocable undertakings to vote in favour of the Resolution by shareholders representing approximately 97.69 per cent. of the Company's issued share capital.

### **15. Recommendation**

The Board considers the terms of the Sale to be fair and reasonable and in the best interests of the Company and the Shareholders as a whole.

Accordingly, the Board unanimously recommends that Shareholders vote in favour of the Resolution to be proposed at the General Meeting.

Yours sincerely,

**David Craven**  
**Executive Chairman**

***For and on behalf of the Board of DCD Media plc***

## PART II

### RISK FACTORS

Shareholders should consider carefully all of the information in this Document, including the risks below. The Board has identified these risks as material risks, but additional risks and uncertainties not presently known to the Board, or that the Board consider immaterial, may also adversely affect the Company. If any or a combination of the following risks materialise, the Company's business, financial condition and/or performance could be materially adversely affected. In any such case the market price of the Ordinary Shares could decline.

The following risk factors should not be considered in any order of priority. The Company's future performance might be affected by changes in market conditions and legal, regulatory and tax requirements.

#### ***Sale may not be completed as the Condition may not be satisfied***

Completion of the Sale Agreement is conditional upon the passing of the Resolution at the General Meeting. There can be no assurance that the Condition will be satisfied, in which case Completion will not occur.

#### ***Warranties in the Sale and Purchase Agreement and the Tax Covenant***

The Sale Agreement contains customary warranties given by the Company in favour of 108 Media. The Company has disclosed matters against the warranties and taken steps to minimise the risk of liability under these provisions. However, any liability to make a payment arising from a successful claim by 108 Media under the warranties could have a material adverse effect on the Company's financial condition.

The Sale Agreement also contains warranties given by 108 Media in favour of the Company. The extent to which 108 Media may be required in the future to make payments in respect of a breach of any of these warranties is unpredictable. If, however, 108 Media suffers financial distress, any payment due to the Company in respect of a breach of such warranties may be put at risk.

Pursuant to the terms of the Tax Covenants, the Company has undertaken, with effect from Completion, to pay 108 Media an amount equal to any tax liabilities of NBD that arise in respect of pre- Completion matters. Any liability to make a payment arising from a successful claim by 108 Media under the Tax Covenant could have a material adverse effect on the Group's financial condition.

#### ***Third party interference with the Sale***

As a listed company, the Company is exposed to potential approaches from third parties seeking to instigate a public takeover of the Company which may delay or prevent Completion of the Sale. Although the Sale Agreement is binding on the Company, if the Company were to receive an attractive takeover offer prior to the approval of the Resolution which was predicated on the Company terminating the Sale Agreement, the Directors would be obliged to consider that offer in accordance with their fiduciary duties.

The Company may also be approached by a third party seeking to make a more favourable offer than that of 108 Media for NBD and, as a result of such offer, the Directors might be required (in accordance with their fiduciary duties and subject to the terms of the Sale Agreement) to withdraw their recommendation of the Resolution and the Sale.

If the Company were to terminate the Sale Agreement other than in accordance with its terms or were to otherwise breach the terms of the Sale Agreement (for example, by not convening the General Meeting to approve the Resolution), the Company may be found liable to pay damages to 108 Media in respect of the loss it has suffered as a result of such termination or breach. Alternatively, at a court's discretion, the Company may be ordered to perform its obligations under the Sale Agreement if such performance remained possible. There can be no certainty as to the amount of any damages which the Company may be required to pay although such damages typically seek to provide redress to a party as if the breached contract had been properly performed.

### ***AIM Rule 15 Deadlines***

In accordance with AIM Rule 15, the Sale constitutes a fundamental change of business of the Company. On Completion, the Company shall cease to own, control or conduct all or substantially all of its existing trading business, activities or assets.

On Completion the Company shall become an AIM Rule 15 cash shell and, as such, shall be required to make one or more acquisitions which constitute a reverse takeover under AIM Rule 14 on or before the date falling six months from Completion or be re-admitted to trading on AIM as an investing company under the AIM Rules (which requires the raising of at least £6m) failing which, the Ordinary Shares shall be suspended from trading on AIM pursuant to AIM Rule 40. Admission to trading on AIM would be cancelled six months from the date of suspension should the reason for the suspension not have been rectified.

Any failure therefore in completing one or more acquisitions which constitute a reverse takeover under AIM Rule 14 (including seeking re-admission as an investing company (as defined under the AIM Rules)) within the relevant timeframe will result in the cancellation of the Shares from trading on AIM.

Following Completion, the Company shall explore its options and review the benefits of remaining listed on AIM or the merits of cancelling the admission of shares trading on AIM versus remaining listed and identifying a suitable takeover target or becoming an investing company. There can be no assurance that the Company will be successful in identifying a suitable acquisition target or in meeting the investing company status.

### ***Identifying a suitable target***

The Company's continued listing on AIM is dependent upon the ability of the Board to identify suitable acquisition targets. As at the date of this Document, the Directors have not identified any investment opportunities which they have resolved to pursue. There is no assurance that the Company will be able to identify or acquire an identified opportunity at an appropriate price, or at all, as a consequence of which resources might have been expended on investigative work and due diligence regarding a particular opportunity without the Company being successful in acquiring that opportunity.

### ***Market conditions***

Market conditions may have a negative impact on the Company's ability to make one or more acquisitions which constitute a reverse takeover under AIM Rule 14. There is no assurance that the Company will be successful meeting the AIM Rule 15 deadline as described above and could therefore end up suspended and ultimately have its Ordinary Shares being cancelled from Admission to AIM.

### ***Costs associated with potential acquisition or acquisitions***

The Company expects to incur certain third party costs associated with the sourcing of one or more suitable acquisitions. The Company can give no assurance as to the level of such costs, and given that there can be no guarantee that negotiations to acquire any given target business will be successful, the greater the number of deals that do not reach completion, the greater the likely impact of such costs on the Company's performance, financial condition and business prospects.

## PART III

### NOTICE OF GENERAL MEETING

#### DCD Media plc

*(Incorporated and registered in England with registered number 3393610)*

**NOTICE IS HEREBY GIVEN THAT** a General Meeting of DCD Media plc (the “**Company**”) will be held at the offices of finnCap Ltd, 1 Bartholomew Close, London EC1A 7BL on 2 December 2021 at 11 a.m. for the purpose of considering and, if thought fit, passing the following resolution, which will be proposed as an ordinary resolution.

#### ORDINARY RESOLUTION

**THAT:**

- (a) the sale by the Company to 108 Media Limited of the entire issued share capital of N.B.D Holdings Limited (the “**Sale**”), in accordance with the terms of the sale agreement dated 15 November 2021 (the “**Sale Agreement**”) be approved, and that the Directors of the Company be authorised to take all such steps as any of them may consider necessary or desirable to implement and give full effect to the intentions of the parties under the Sale Agreement (including by waiver or variation of the terms and conditions of the Sale Agreement); and
- (b) each and any of the Directors be authorised to conclude the Sale, and to do and to procure to be done all such acts and things on behalf of the Company and any of its subsidiaries as they consider necessary and expedient for the purposes of giving effect to the Sale with such amendments, modifications, variations or revisions as are not of a material nature.

*By Order of the Board*

Deborah Caidou, Company Secretary

Date: 15 November 2021

*Registered Office:*

Level 13, Broadgate Tower,  
20 Primrose Street  
London  
EC2A 2EW

## NOTES

1. Shareholders are permitted to attend the General Meeting in person however, given the ongoing uncertainties created by the COVID-19 pandemic, Shareholders are encouraged to appoint the chairman of the meeting as their proxy.
2. As at the date of this Document, the Company's issued share capital comprised 2,541,419 ordinary shares of £1.00 each ("**Ordinary Share**"). Each Ordinary Share carries the right to vote at a general meeting of the Company and, therefore, the total number of voting rights in the Company as at the date of this Document is 2,541,419.
3. A member who is entitled to attend, speak and vote at the meeting is entitled to appoint another person, or two or more persons in respect of different shares held by him, as his proxy to exercise all or any of his rights to attend and to speak and vote at the meeting.
4. Proxy forms are no longer sent out to Shareholders unless requested by email to [shareholderenquiries@linkgroup.co.uk](mailto:shareholderenquiries@linkgroup.co.uk) or by phone to 0371 664 0300. Shareholders are invited to submit their proxy vote online at [www.signalshares.com](http://www.signalshares.com) where they can follow the on-screen instructions. Shareholders will need to log into their Signal Shares account, or register if not previously done so, to register Shareholders will need their Investor Code, this is detailed on their share certificate or available from the Registrar, Link Group.
5. You may appoint more than one proxy provided each proxy is appointed to exercise rights attached to different shares. You may not appoint more than one proxy to exercise rights attached to any one share. To appoint more than one proxy complete and submit more than one Form of Proxy and make it clear how many shares the proxy has voting rights over. Failure to specify the number of shares each proxy appointment relates to or specifying a number of shares in excess of those held by you on the record date will result in the proxy appointment being invalid.
6. A vote withheld is not a vote in law, which means that the vote will not be counted in the calculation of votes for or against the resolution. If no voting indication is given, your proxy will vote or abstain from voting at his or her discretion. Your proxy will vote (or abstain from voting) as he or she thinks fit in relation to any other matter which is put before the Meeting.
7. In order to revoke a proxy instruction you will need to inform the Company by sending a signed hard copy notice clearly stating your intention to revoke your proxy appointment to the Company (in the case of a member which is a company, the revocation notice must be executed in accordance with note 10 below). Any power of attorney or any other authority under which the revocation notice is signed (or a duly certified copy of such power or authority) must be included with the revocation notice. The revocation notice must be received by the Company no later than 48 hours before the time fixed for the holding of the Meeting or any adjourned meeting (or in the case of a poll before the time appointed for taking the poll) at which the proxy is to attend, speak and vote. If you attempt to revoke your proxy appointment but the revocation is received after the time specified then your proxy appointment will remain valid.
8. If you submit more than one valid proxy appointment, the appointment received last before the latest time for the receipt will take precedence.
9. In the case of joint holders, where more than one of the joint holders purports to appoint a proxy, only the appointment submitted by the most senior holder will be accepted. Seniority is determined by the order in which the names of the joint holders appear in the Company's register of members in respect of the joint holding (the first-named being the most senior).
10. In the case of a member which is a company, any proxy form must be executed pursuant to the terms of the or under the hand of a duly authorised officer or attorney.
11. A corporation which is a member can appoint one or more corporate representatives who may exercise, on its behalf, all of its powers as a member provided that no more than one corporate representative exercises power over the same share.
12. You may not use any electronic address provided either in this notice of general meeting or any related documents (including the Executive Chairman's letter and any proxy form you may request) to communicate with the Company for any purposes other than those expressly stated.

