

7 June 2017

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THIS ANNOUNCEMENT CONTAINS INSIDE INFORMATION FOR THE PURPOSES OF ARTICLE 7 OF REGULATION 596/2014 ("MAR"). IN ADDITION, MARKET SOUNDINGS (AS DEFINED IN MAR) WERE TAKEN IN RESPECT OF CERTAIN OF THE MATTERS CONTAINED IN THIS ANNOUNCEMENT, WITH THE RESULT THAT CERTAIN PERSONS BECAME AWARE OF SUCH INSIDE INFORMATION, AS PERMITTED BY MAR. UPON THE PUBLICATION OF THIS ANNOUNCEMENT, THIS INSIDE INFORMATION IS NOW CONSIDERED TO BE IN THE PUBLIC DOMAIN AND SUCH PERSONS SHALL THEREFORE CEASE TO BE IN POSSESSION OF INSIDE INFORMATION.

UNLESS OTHERWISE INDICATED, CAPITALISED TERMS IN THIS ANNOUNCEMENT HAVE THE MEANINGS GIVEN TO THEM IN THE DEFINITIONS SECTION INCLUDED IN THE APPENDIX.

Boohoo.com plc
("boohoo.com" or the "Company")

Proposed Accelerated Bookbuild to raise gross proceeds of up to £50 million and proposed placing of existing shares

boohoo.com (AIM: BOO), a leading online fashion group, announces a proposed conditional private placing of new Ordinary Shares ("New Placing Shares") with existing and new institutional investors, to raise gross proceeds of approximately £50m (the "Placing"). At the same time, subject to there being sufficient demand for the New Placing Shares, up to 36.6m Existing Ordinary Shares held by existing Shareholders ("Sale Shares") (together the "Selling Shareholders") are to be placed with institutional investors.

Details of the Placing

The Company intends to raise approximately £50 million (before expenses) pursuant to the Placing of New Placing Shares.

The New Placing Shares are being offered by way of an accelerated bookbuilding process ("Bookbuild") on the Company's behalf by the Company's joint bookrunners, Zeus Capital Limited ("Zeus Capital") and Jefferies International Limited ("Jefferies"). The Bookbuild will be launched immediately following this announcement. The books are expected to close no later than 8 a.m. (London time) on 8 June 2017. However, the timing of the closing of the Bookbuild and the final number, pricing and allocation of New Placing Shares to be issued, are to be determined at the discretion of the Company, Zeus

Capital and Jefferies. A further announcement will be made following closing of the Placing, confirming the final details of the fundraising.

The Selling Shareholders have also appointed Zeus Capital and Jefferies to procure purchasers for up to 36.6m Existing Ordinary Shares at the same price as the New Placing Shares (including the sale of up to 11.3m Existing Ordinary Shares by Mahmud Kamani) The placing of these Sale Shares will be subject to there being sufficient demand from investors for the New Placing Shares. As a condition of the sale of the Sale Shares proceeding, the Selling Shareholders have each agreed not to dispose of any of the remaining Existing Ordinary Shares they hold for a period of 6 months following the completion of the Placing other than with the consent of Zeus Capital and Jefferies and, for a further period of 6 months, to comply with certain requirements designed to maintain an orderly market in the Ordinary Shares.

The New Placing Shares will rank *pari passu* in all other respects with the Existing Ordinary Shares. The Directors and the Company have existing shareholder authority following the 2016 AGM to allot and issue the New Placing Shares free of pre-emption rights.

Background to and reasons for the Placing and use of proceeds of the Placing of New Placing Shares

As disclosed in a trading statement also released today, the growth rates of the Group's brands are accelerating the need for more warehouse capacity. Consequently, the Group announces today plans to construct a new automated super-site of c.600,000 sq ft, which is intended to provide boohoo with over £1.5 billion of net sales capacity, in addition to the estimated £1 billion net sales being provided by the extended Burnley site. The land acquisition of the new site, together with the construction, is expected to cost c.£150 million over three years to FY20.

To enable the Group to be able to maintain a strong cash position that will enable it to take advantage of investment opportunities as they arise, approximately £50 million will be raised through the Placing of New Ordinary Shares and the Group's cash generation will fund the Group's capital expenditure requirements.

Additional information on the Placing is included below.

The terms and conditions of the Placing are set out in Appendix II.

The Placing is a private placing involving a limited number of institutional and other investors. Accordingly, no prospectus will be issued by the Company within the meaning of the Companies (Jersey) Law 1991 as amended, and the consent of the Jersey Registrar of Companies will not be sought or obtained, in connection with the Placing.

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The person responsible for arranging the release of this announcement on behalf of the Company is Neil Catto, Chief Financial Officer.

About boohoo.com plc

"boohoo is a leader in the fashion eCommerce market"

Founded in Manchester in 2006, the Group started life as boohoo.com, an inclusive and innovative brand targeting young, value-orientated customers. For over 10 years, boohoo.com has been pushing boundaries to bring its customers up-to-date fashion, 24/7. boohoo.com has grown rapidly in the UK and internationally, including through the acquisitions of the fashion brands PrettyLittleThing, and Nasty Gal, and expanding its offering with range extensions into menswear and children's wear, through boohooMAN and boohooKIDS.

Today, the Group sells to over 6 million customers in almost every country in the world.

Additional information on the Placing

1. Details of the Placing

Structure

The Directors have given careful consideration as to the structure of the proposed fundraising and have concluded that the Placing is the most suitable option available to the Company at this time.

The Placing of New Placing Shares is expected to raise gross proceeds of approximately £50 million for the Company. Subject to there being sufficient demand for the New Placing Shares that results in gross proceeds in excess of £50 million being raised for the Company pursuant to the Placing of the New Placing Shares, at the same time, the Sale Shares held by the Selling Shareholders will be sold. The Selling Shareholders have agreed not to dispose of any of the remaining Existing Ordinary Shares they hold for a period of 6 months following the completion of the Placing other than with the consent of Zeus Capital and Jefferies and, for a further period of 6 months, to comply with certain requirements designed to maintain an orderly market in the Ordinary Shares.

Principal terms of the Placing

In accordance with the terms of the Placing Agreement, Zeus Capital and Jefferies have been appointed, as agents for the Company, to use their reasonable endeavours to procure institutional and other investors to subscribe for the New Placing Shares in order to raise approximately £50 million and,

as agents for the Selling Shareholders, to procure (subject as mentioned above) purchasers for the Sale Shares.

The Placing is not being underwritten.

Under the Placing Agreement, the Company has agreed to pay to Zeus Capital a commission based on the aggregate value of certain of the New Placing Shares placed by Zeus Capital and the costs and expenses of the Placing together with any applicable VAT (if any). The Selling Shareholders have also agreed to pay to Zeus Capital a commission based on the aggregate value of the Sale Shares placed by Zeus Capital, together with any applicable VAT (if any).

Under the Placing Agreement, the Company has agreed to pay to Jefferies a commission based on the aggregate value of certain of the New Placing Shares placed by Jefferies and the costs and expenses of the Placing together with any applicable VAT (if any). The Selling Shareholders have also agreed to pay to Jefferies a commission based on the aggregate value of the Sale Shares placed by Jefferies, together with any applicable VAT (if any).

Conditionality

The Placing is conditional, *inter alia*, upon the following:

- Admission of the New Placing Shares occurring by no later than 8.00 a.m. on 14 June 2017 (or such later times and/or dates as may be agreed between the Company, Zeus Capital and Jefferies, being no later than 8.00 am on 23 June 2017); and
- the Placing Agreement becoming unconditional in all respects (save for the condition relating to Admission) and not having been terminated in accordance with its terms; and
- Zeus Capital and Jefferies having received legally binding commitments from Placees to subscribe for all of the New Placing Shares.

If the conditions set out above are not satisfied or, where capable of waiver, waived, the Placing will lapse, the New Placing Shares will not be issued, the Sale Shares will not be sold and all monies received from investors in respect of the New Placing Shares and the Sale Shares will be returned to them (at the investors' risk and without interest) as soon as possible thereafter.

Application for Admission

Application will be made to the London Stock Exchange for the New Placing Shares to be admitted to trading on AIM. Admission of the New Placing Shares is expected to take place, and dealings on AIM are expected to commence, at 8 a.m. on 12 June 2017.

The New Placing Shares will, following Admission, rank *pari passu* in all respects with the Existing Ordinary Shares and will carry the right to receive all dividends and distributions declared, made or paid on or in respect of the Ordinary Shares after Admission.

2. Effect of the Placing

Upon completion of the Placing, the New Placing Shares are expected to represent approximately 2 per cent. of the Enlarged Share Capital.

3. The Placing Agreement

Pursuant to the terms of the Placing Agreement, Zeus Capital and Jefferies have agreed to use their reasonable endeavours, as agents for the Company, to procure subscribers for the New Placing Shares and, as agents for the Selling Shareholders, to procure (subject as mentioned above) purchasers for the Sale Shares.

The Placing Agreement is conditional upon, among other things, the conditions set out above and none of the warranties or undertakings given to Zeus Capital and Jefferies prior to Admission being or becoming untrue, inaccurate or misleading in any material respect.

The Placing Agreement contains customary warranties given by the Company in favour of Zeus Capital and Jefferies in relation to, *inter alia*, the accuracy of the information in this announcement and other

matters relating to the Group and its business. In addition, the Company and the Selling Shareholders have agreed to indemnify Zeus Capital (and their affiliates) and Jefferies (and their affiliates) in relation to certain liabilities which they may incur in respect of the Placing.

Zeus Capital and Jefferies have the right to terminate the Placing Agreement in certain circumstances prior to Admission. In particular, in the event of a material breach of the warranties or a material adverse change or if the Placing Agreement does not become unconditional.

Pursuant to the terms of the Placing Agreement, the Selling Shareholders have agreed to appoint Zeus Capital and Jefferies to use their reasonable endeavours, as their agents, to procure purchasers for their Sale Shares. The Selling Shareholders have also agreed to provide certain limited warranties to Zeus Capital and Jefferies in respect of the Sale Shares and indemnities.

Risks and Uncertainties

A description of the principal risks and uncertainties associated with the Group's business and how they are being managed is included in the Group's Annual Report and Accounts for the year ended 28 February 2017 (on pages 22 to 24). The Board considers that these principal risks and uncertainties are those applicable to the Group at the current time.

EXPECTED TIMETABLE OF PRINCIPAL EVENTS

Announcement of the Placing	7 June 2017
Announcement of closing of Placing	8 June 2017
Admission of the New Placing Shares to trading on AIM	12 June 2017

Important information

This announcement is for information purposes only and does not itself constitute an offer or invitation to underwrite, subscribe for or otherwise acquire or dispose of any securities in the Company and does not constitute investment advice.

Neither this announcement nor any copy of it may be taken or transmitted, published or distributed, directly or indirectly, in or into the United States of America, its territories and possessions, any state of the United States and the District of Columbia (the "United States"), Australia, Canada, Japan or South Africa or to any persons in any of those jurisdictions or any other jurisdiction where to do so would constitute a violation of the relevant securities laws of such jurisdiction. Any failure to comply with this restriction may constitute a violation of United States, Australian, Canadian, Japanese or South African securities laws. The distribution of this announcement in other jurisdictions may be restricted by law and persons into whose possession this announcement comes should inform themselves about, and observe any such restrictions.

Any failure to comply with these restrictions may constitute a violation of the securities laws of any such jurisdiction. Neither this announcement nor any part of it nor the fact of its distribution shall form the basis of or be relied on in connection with or act as an inducement to enter into any contract or commitment whatsoever.

In particular, the New Placing Shares and the Sale Shares have not been and will not be registered under the United States Securities Act of 1933, as amended (the "Securities Act"), or under the securities laws or with any securities regulatory authority of any state or other jurisdiction of the United States, and accordingly the New Placing Shares and Sale Shares may not be offered, sold, pledged or transferred, directly or indirectly, in, into or within the United States except pursuant to an exemption from the registration requirements of the Securities Act and the securities laws of any relevant state or other jurisdiction of the United States. There is no intention to register any portion of the Placing in the United States or to conduct a public offering of securities in the United States or elsewhere.

Zeus Capital is authorised and regulated in the United Kingdom by the FCA and is acting as nominated adviser and joint bookrunner to the Company in respect of the Placing. Jefferies is authorised and regulated in the United Kingdom by the FCA and is acting as joint bookrunner to the Company in respect of the Placing. Each of Zeus Capital and Jefferies is acting for the Company and for no-one else in connection with the Placing, and will not be treating any other person as its client in relation thereto, and will not be responsible for providing the regulatory protections afforded to its customers nor for providing advice in connection with the Placing or any other matters referred to herein and apart from the responsibilities and liabilities (if any) imposed on Zeus Capital or Jefferies, as the case may be, by FSMA, any liability therefor is expressly disclaimed. Any other person in receipt of this announcement should seek their own independent legal, investment and tax advice as they see fit.

Forward-looking statements

This announcement contains statements about the Group that are or may be deemed to be "forward-looking statements".

All statements, other than statements of historical facts, included in this announcement may be forward-looking statements. Without limitation, any statements preceded or followed by, or that include, the words "targets", "plans", "believes", "expects", "aims", "intends", "will", "may", "should", "anticipates", "estimates", "projects", "would", "could", "continue" or words or terms of similar substance or the negative thereof, are forward-looking statements. Forward-looking statements include, without limitation, statements relating to the following: (i) future capital expenditures, expenses, revenues, earnings, synergies, economic performance, indebtedness, financial condition, dividend policy, losses and future prospects and (ii) business and management strategies and the expansion and growth of the operations of boohoo.com.

These forward-looking statements are not guarantees of future performance. These forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause the actual results, performance or achievements of any such person, or industry results, to be materially different from any results, performance or achievements expressed or implied by such forward-looking statements. These forward-looking statements are based on numerous assumptions regarding the present and future business strategies of such persons and the environment in which each will operate in the future. Investors should not place undue reliance on such forward-looking statements and, save as is required by law or regulation (including to meet the requirements of the AIM Rules, MAR, the Prospectus Rules and/or the FSMA), boohoo.com does not undertake any obligation to update publicly or revise any forward-looking statements (including to reflect any change in expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based). All subsequent oral or written forward-looking statements attributed to boohoo.com or any persons acting on their behalf are expressly qualified in their entirety by the cautionary statement above. All forward-looking statements contained in this announcement are based on information available to the Directors of boohoo.com at the date of this announcement, unless some other time is specified in relation to them, and the posting or receipt of this announcement shall not give rise to any implication that there has been no change in the facts set forth herein since such date.

This announcement is not for publication or distribution, directly or indirectly, in or into the United States of America. This announcement is not an offer of securities for sale into the United States. The securities referred to herein have not been and will not be registered under the U.S. Securities Act of 1933, as amended, and may not be offered or sold in the United States, except pursuant to an applicable exemption from registration. No public offering of securities is being made in the United States.

APPENDIX I
DEFINITIONS

In this announcement capitalised terms shall (unless the context requires otherwise) have the following meanings:

Admission	admission of the New Placing Shares to trading on AIM and such admission becoming effective in accordance with the AIM Rules;
AIM	the AIM market operated by the London Stock Exchange;
AIM Rules	the AIM Rules for Companies and/or the AIM Rules for Nominated Advisers (as the context may require);
AIM Rules for Companies	the rules of AIM as set out in the publication entitled 'AIM Rules for Companies' published by the London Stock Exchange from time to time;
AIM Rules for Nominated Advisers	the rules of AIM as set out in the publication entitled 'AIM Rules for Nominated Advisers' published by the London Stock Exchange from time to time;
Articles	the articles of association of the Company, as in force from time to time;
Associate	an affiliate, agent, director, officer or employee and any person acting on their behalf;
Board or Directors	the board of directors of the Company for the time being;
Companies Law	the Companies (Jersey) Law 1991, as amended;
Company or boohoo.com	boohoo.com plc, a company incorporated in Jersey with registered number 114397 and having its registered office at 12 Castle Street, St Helier, Jersey, JE2 3RT;
CREST	the computerised settlement system (as defined in the Regulations) operated by Euroclear which facilitates the transfer of title to shares in uncertificated form;
Enlarged Share Capital	the issued share capital of the Company immediately following Admission;
EEA	the European Economic Area;
EU	the European Union;
Euroclear	Euroclear UK & Ireland Limited, the operator of CREST;

Existing Ordinary Shares	the 1,125,250,189 Ordinary Shares in issue as at the date of this announcement;
FCA	the Financial Conduct Authority;
FSMA	the Financial Services and Markets Act 2000, as amended;
Group	the Company and its subsidiary undertakings at the date of this document;
Jefferies	Jefferies Hoare Govett, a division of Jefferies International Limited, a company incorporated in England and Wales with number 01978621, of Vintners Place, 68 Upper Thames Street, London, EC4V 3BJ;
Joint Bookrunners	Zeus Capital and Jefferies;
MAR	the Market Abuse Regulation, being EU Regulation 596/2014;
MiFID	the Markets in Financial instruments Directive of the European Parliament and of the Council 2004/39/EC;
London Stock Exchange	London Stock Exchange plc;
New Placing Shares	a number of Ordinary Shares which would amount to approximately 2 per cent of the existing Ordinary Shares to be subscribed for by Placees and which are to be placed by Zeus Capital and Jefferies on behalf of the Company pursuant to the Placing Agreement;
Ordinary Shares	ordinary shares of 1p each in the capital of the Company;
Placees	the persons who have agreed to subscribe for and/or acquire (as applicable) the New Placing Shares and/or Sale Shares;
Placing	the conditional private placing of the New Placing Shares and Sale Shares with the Placees pursuant to the Placing Agreement;
Placing Agreement	the conditional agreement dated 7 June 2017 between the Company, the Selling Shareholders, Zeus Capital and Jefferies relating to the Placing;
Placing Price	means the price per Placing Share proposed by the Joint Bookrunners;
Prospectus Directive	means the Prospectus Directive of the European Parliament and of the Council 2003/71/EC;
Prospectus Rules	the Prospectus Rules published by the FCA;

Placing Shares	the New Placing Shares and the Sale Shares;
Registrar	Capita Asset Services;
Regulations	the Companies (Uncertificated Securities) (Jersey) Order 1999, as amended from time to time;
Regulatory Information Service	has the meaning given to it in the AIM Rules;
Relevant Member State	means each EEA state which has implemented the Prospectus Directive;
Restricted Jurisdiction	means the United States, Canada, Japan, Australia, South Africa and any jurisdiction where the relevant action would constitute a violation of the relevant laws and/or regulations of such jurisdiction or would result in a requirement to comply with any governmental or other consent or any registration, filing or other formality which the Company regards as unduly onerous or would result in significant risk or civil, regulatory or criminal exposure if information concerning the Placing is sent or made available in that jurisdiction;
Sale Shares	up to 36.6m Existing Ordinary Shares to be sold by the Selling Shareholders which may be placed by Zeus Capital and Jefferies pursuant to the Placing Agreement, subject to there being sufficient demand for the New Placing Shares;
Selling Shareholders	together, each of Mahmud Kamani, Rabia Kamani and Nurez Kamani;
Shareholders	holders of Existing Ordinary Shares;
Share Sale	the sale of the Sale Shares by the Selling Shareholders pursuant to the terms of the Placing Agreement;
UK or United Kingdom	the United Kingdom of England, Scotland, Wales and Northern Ireland;
uncertificated or in uncertificated form	recorded on the relevant register or other record of the share or other security concerned as being held in uncertificated form in CREST, and title to which, by virtue of the Regulations, may be transferred by means of CREST;
US or United States	the United States of America, its territories and possessions, any state of the United States and the District of Columbia;
Zeus Capital	Zeus Capital Limited, a company incorporated in England and Wales with number 4417845 of 82 King Street, Manchester, M2 4WQ; and
£ or sterling	pounds sterling, the legal currency of the United Kingdom.

APPENDIX II

TERMS AND CONDITIONS OF THE PLACING

IMPORTANT INFORMATION ON THE PLACING FOR INVITED PLACEES ONLY.

THIS ANNOUNCEMENT, INCLUDING THE APPENDICES (TOGETHER THE "ANNOUNCEMENT") IS RESTRICTED AND IS NOT FOR RELEASE, PUBLICATION OR DISTRIBUTION, IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, IN OR INTO OR FROM THE UNITED STATES, AUSTRALIA, CANADA, JAPAN, THE REPUBLIC OF SOUTH AFRICA OR ANY OTHER JURISDICTION IN WHICH SUCH RELEASE, PUBLICATION OR DISTRIBUTION WOULD BE UNLAWFUL. THIS ANNOUNCEMENT HAS NOT BEEN APPROVED BY THE LONDON STOCK EXCHANGE, NOR IS IT INTENDED THAT IT WILL BE SO APPROVED.

MEMBERS OF THE PUBLIC ARE NOT ELIGIBLE TO TAKE PART IN THE PLACING. THESE TERMS AND CONDITIONS ARE FOR INFORMATION PURPOSES ONLY AND ARE DIRECTED ONLY AT: (A) PERSONS IN MEMBER STATES OF THE EUROPEAN ECONOMIC AREA WHO ARE QUALIFIED PLACEES AS DEFINED IN SECTION 86(7) OF THE FSMA, AS AMENDED ("QUALIFIED PLACEES"), BEING PERSONS FALLING WITHIN THE MEANING OF ARTICLE 2(1)(E) OF THE PROSPECTUS DIRECTIVE INCLUDING ANY RELEVANT IMPLEMENTING DIRECTIVE MEASURE IN ANY MEMBER STATE; (B) IN THE UNITED KINGDOM, QUALIFIED PLACEES WHO ARE PERSONS WHO: (I) FALL WITHIN ARTICLE 19(5) OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (FINANCIAL PROMOTION) ORDER 2005 (THE "ORDER"); (II) FALL WITHIN ARTICLE 49(2)(A) TO (D) (HIGH NET WORTH COMPANIES, UNINCORPORATED ASSOCIATIONS, ETC) OF THE ORDER; OR (III) ARE PERSONS TO WHOM IT MAY OTHERWISE BE LAWFULLY COMMUNICATED (ALL SUCH PERSONS TOGETHER BEING REFERRED TO AS "RELEVANT PERSONS"). THESE TERMS AND CONDITIONS MUST NOT BE ACTED ON OR RELIED ON BY PERSONS WHO ARE NOT RELEVANT PERSONS. ANY INVESTMENT OR INVESTMENT ACTIVITY TO WHICH THESE TERMS AND CONDITIONS RELATES IS AVAILABLE ONLY TO RELEVANT PERSONS AND WILL BE ENGAGED IN ONLY WITH RELEVANT PERSONS. THIS ANNOUNCEMENT DOES NOT ITSELF CONSTITUTE AN OFFER FOR SALE OR SUBSCRIPTION OF ANY SECURITIES IN THE BOOHOO.COM.PLC.

EACH PLACEE SHOULD CONSULT WITH ITS ADVISERS AS TO LEGAL, TAX, BUSINESS AND RELATED ASPECTS OF AN INVESTMENT IN PLACING SHARES. THE DISTRIBUTION OF THIS ANNOUNCEMENT, ANY PART OF IT OR ANY INFORMATION CONTAINED IN IT MAY BE RESTRICTED BY LAW IN CERTAIN JURISDICTIONS, AND ANY PERSON INTO WHOSE POSSESSION THIS ANNOUNCEMENT, ANY PART OF IT OR ANY INFORMATION CONTAINED IN IT COMES SHOULD INFORM THEMSELVES ABOUT, AND OBSERVE, SUCH RESTRICTIONS.

No action has been taken by Boohoo.com plc, Zeus Capital Limited ("**Zeus Capital**") and Jefferies International Limited ("**Jefferies**") (together the "**Joint Bookrunners**") or any of their respective Associates that would permit an offer of the Placing Shares or possession or distribution of this announcement or any other offering or publicity material relating to such Placing Shares in any jurisdiction where action for that purpose is required.

This announcement or any part of it does not constitute or form part of any offer to issue or sell, or the solicitation of an offer to acquire, purchase or subscribe for, any securities in the United States (including the United States of America, its territories and possessions, any state of the United States and the District of Columbia (the "**United States**")), Canada, Australia, the Republic of South Africa, Japan or

any other jurisdiction in which the same would be unlawful. No public offering of the Placing Shares is being made in any such jurisdiction or elsewhere.

The Placing is a private placing involving a limited number of institutional and other investors. Accordingly, no prospectus will be issued by Boohoo.com plc within the meaning of the Companies Law, and the consent of the Jersey Registrar of Companies will not be sought or obtained, in connection with the Placing.

All offers of the Placing Shares will be made pursuant to an exemption under the Prospectus Directive from the requirement to produce a prospectus. In the United Kingdom, this announcement is being directed solely at persons in circumstances in which section 21(1) of the Financial Services and Markets Act 2000 (as amended) (the "**FSMA**") does not apply.

The relevant clearances have not been, nor will they be, obtained from the securities commission of any province or territory of Canada, no prospectus has been lodged with, or registered by, the Australian Securities and Investments Commission or the Japanese Ministry of Finance; the relevant clearances have not been, and will not be, obtained for the South Africa Reserve Bank or any other applicable body in the Republic of South Africa in relation to the Placing Shares and the Placing Shares have not been, nor will they be, registered under or offering in compliance with the securities laws of any state, province or territory of Australia, Canada, Japan or the Republic of South Africa. Accordingly, the Placing Shares may not (unless an exemption under the relevant securities laws is applicable) be offered, sold, resold or delivered, directly or indirectly, in or into Australia, Canada, Japan or the Republic of South Africa or any other jurisdiction outside the United Kingdom.

Persons (including, without limitation, nominees and trustees) who have a contractual right or other legal obligations to forward a copy of this announcement should seek appropriate advice before taking any action.

This announcement should be read in its entirety. In particular, you should read and understand the information provided in the "Important information" section of this announcement.

By participating in the Placing, each person who is invited to and who chooses to participate in the Placing (a "**Placee**") will be deemed to have read and understood this announcement in its entirety, to be participating, making an offer and acquiring Placing Shares on the terms and conditions contained herein and to be providing the representations, warranties, indemnities, acknowledgements and undertakings contained in this Appendix.

In particular, each such Placee represents, warrants, undertakes, agrees and acknowledges (amongst other things) to Boohoo.com plc and the Joint Bookrunners that:

- 1 it is a Relevant Person and undertakes that it will acquire, hold, manage or dispose of any Placing Shares that are allocated to it for the purposes of its business;
- 2 if the Placee acquires the Placing Shares on behalf of, or with a view to their offer or re-sale to, any other person:
 - I. the invitation to the Placee to acquire the Placing Shares will not cause there to be made an invitation to the public to become a member of Boohoo.com plc or to acquire or apply for any of its securities within the meaning of the Companies Law; and

- II. the Placee will not make an invitation to the public to become a member of Boohoo.com plc or to acquire or apply for any of its securities within the meaning of the Companies Law within 6 months after the Placing Shares were allotted;
- 3 in the case of a Relevant Person in a member state of the EEA which has implemented the Prospectus Directive (each, a "**Relevant Member State**") who acquires any Placing Shares pursuant to the Placing:
 - I. it is a Qualified Investor within the meaning of Article 2(1)(e) of the Prospectus Directive; and
 - II. in the case of any Placing Shares acquired by it as a financial intermediary, as that term is used in Article 3(2) of the Prospectus Directive:
 - (i) the Placing Shares acquired by it in the Placing have not been acquired on behalf of, nor have they been acquired with a view to their offer or resale to, persons in any Relevant Member State other than Qualified Investors or in circumstances in which the prior consent of the relevant Joint Bookrunner has been given to the offer or resale; or
 - (ii) where Placing Shares have been acquired by it on behalf of persons in any member state of the EEA other than Qualified Investors, the offer of those Placing Shares to it is not treated under the Prospectus Directive as having been made to such persons;
- 4 it is acquiring the Placing Shares for its own account or is acquiring the Placing Shares for an account with respect to which it exercises sole investment discretion and has the authority to make and does make the representations, warranties, indemnities, acknowledgements, undertakings and agreements contained in this announcement;
- 5 it understands (or if acting for the account of another person, such person has confirmed that such person understands) the resale and transfer restrictions set out in this Appendix; and
- 6 it (and any account referred to in paragraph 3 above) is, and at the time the Placing Shares were offered to it and are acquired by it will be, either (a) located outside of the United States and eligible to participate in an "offshore transaction" as defined in, and in accordance with, Regulation S under the United States Securities Act of 1933, as amended ("**US Securities Act**"), or (b) located within the United States and is acquiring Placing Shares in a transaction that is exempt from the registration requirements under the US Securities Act and applicable state securities laws for its own account (or for the account of a "qualified institutional buyer" (as defined in Rule 144A under the US Securities Act) ("**QIB**") as to which it has sole investment discretion) and (i) is a QI and (ii) has had delivered to it by the Joint Bookrunners a US investor representation letter in which it has been deemed to make and has made the representations, warranties, agreements, undertakings and acknowledgements set forth therein to the Joint Bookrunners and Boohoo.com plc related to the offer and sale of the Placing Shares to it.

No prospectus

No prospectus or other offering document has been or will be submitted to be approved by the FCA or the Jersey Registrar of Companies in relation to the Placing or the Placing Shares and Placees' commitments will be made solely on the basis of the information contained in this announcement and any information publicly announced through a Regulatory Information Service (as defined in the AIM

Rules for Companies (the "**AIM Rules**") by or on behalf of Boohoo.com plc on or prior to the date of this announcement (the "**Publicly Available Information**") and subject to any further terms set forth in the contract note to be sent to individual Placees.

Each Placee, by participating in the Placing, agrees that the content of this announcement is exclusively the responsibility of Boohoo.com plc and confirms that it has neither received nor relied on any information (other than the Publicly Available Information), representation, warranty or statement made by or on behalf of either of the Joint Bookrunners, Boohoo.com plc or any other person and neither of the Joint Bookrunners, Boohoo.com plc or any other person acting on such person's behalf nor any of their respective Associates has or shall have any liability for any Placee's decision to participate in the Placing based on any other information, representation, warranty or statement. Each Placee acknowledges and agrees that it has relied on its own investigation of the business, financial or other position of Boohoo.com plc in accepting a participation in the Placing. Nothing in this paragraph shall exclude the liability of any person for fraudulent misrepresentation.

Details of the Placing Agreement and the Placing Shares

The Joint Bookrunners have today entered into a placing agreement (the "**Placing Agreement**") with Boohoo.com plc and the Selling Shareholders under which, on the terms and subject to the conditions set out in the Placing Agreement, the Joint Bookrunners, as agents for and on behalf of Boohoo.com plc, have agreed to use their reasonable endeavours to procure Placees for the New Placing Shares at the Placing Price and, as agents for and on behalf of the Selling Shareholders, have agreed to use their reasonable endeavours to procure Placees for the Sale Shares at the Placing Price.

The New Placing Shares will, when issued, be subject to the articles of association of Boohoo.com plc and credited as fully paid and will rank pari passu in all respects with the Existing Ordinary Shares in the capital of Boohoo.com plc, including the right to receive all dividends and other distributions declared, made or paid in respect of such Ordinary Shares after the date of issue of the New Placing Shares.

As part of the Placing, Boohoo.com plc has agreed that it will not for a period of 120 days after Admission, offer, issue, sell, contract to sell, issue options in respect of or otherwise dispose of any securities of Boohoo.com plc (or any interest therein or in respect thereof) or any other securities exchangeable for, or convertible into, or substantially similar to, Ordinary Shares or enter into any transaction having substantially the same effect or agree to do any of the foregoing other than with the prior written consent of the Joint Bookrunners (such consent not to be unreasonably withheld or delayed).

Application for admission to trading

Application will be made to the London Stock Exchange for admission of the New Placing Shares to trading on AIM. It is expected that Admission will take place no later than 12 June 2017 and that dealings in the Placing Shares on AIM will commence at the same time.

Principal terms of the Placing

- 7 Zeus Capital is authorised and regulated in the United Kingdom by the Financial Conduct Authority ("**FCA**") and acting as nominated adviser and joint bookrunner to Boohoo.com plc in respect of the Placing. Jefferies is authorised and regulated in the United Kingdom by the FCA and is acting as joint bookrunner to Boohoo.com plc in respect of the Placing. The Joint Bookrunners are acting exclusively for Boohoo.com plc and no one else in connection with the

matters referred to in this announcement and will not be responsible to anyone other than Boohoo.com plc for providing the protections afforded to their customers or for providing advice in relation to the matters described in this announcement.

- 8 Participation in the Placing will only be available to persons who may lawfully be, and are, invited by a Joint Bookrunner to participate. Each Joint Bookrunner and each of their respective affiliates are entitled to participate in the Placing as principal.
- 9 The price per Placing Share (the "**Placing Price**") will be proposed by the Joint Bookrunners and is payable to the relevant Joint Bookrunner by each Placee.
- 10 Each Placee's allocation is determined by the Joint Bookrunners in their discretion following consultation with Boohoo.com plc and has been or will be confirmed orally by one of the Joint Bookrunners and a contract note will be dispatched as soon as possible thereafter by that Joint Bookrunner. That oral confirmation will give rise to an irrevocable, legally binding commitment by that person (who at that point becomes a Placee), in favour of that Joint Bookrunner and Boohoo.com plc, under which it agrees to acquire the number of Placing Shares allocated to the Placee at the Placing Price and otherwise on the terms and subject to the conditions set out in this Appendix and in accordance with Boohoo.com plc's articles of association. Except with the relevant Joint Bookrunner's consent, such commitment will not be capable of variation or revocation at the time at which it is submitted.
- 11 Each Placee's allocation and commitment will be evidenced by a contract note issued to such Placee by the relevant Joint Bookrunner. The terms of this Appendix will be deemed incorporated in that contract note.
- 12 Each Placee will have an immediate, separate, irrevocable and binding obligation, owed to the relevant Joint Bookrunner (as agent for Boohoo.com plc), to pay to that Joint Bookrunner (or as it may direct) in cleared funds an amount equal to the product of the Placing Price and the number of Placing Shares such Placee has agreed to acquire and Boohoo.com plc has agreed to allot and issue to that Placee.
- 13 Irrespective of the time at which a Placee's allocation(s) pursuant to the Placing is/are confirmed, settlement for all Placing Shares to be acquired pursuant to the Placing will be required to be made at the same time, on the basis explained below under "Registration and Settlement".
- 14 All obligations of the Joint Bookrunners under the Placing will be subject to fulfilment of the conditions referred to below under "Conditions of the Placing" and to the Placing not being terminated on the basis referred to below under "Termination of the Placing".
- 15 By participating in the Placing, each Placee will agree that its rights and obligations in respect of the Placing will terminate only in the circumstances described below and will not be capable of rescission or termination by the Placee.
- 16 To the fullest extent permissible by law and applicable FCA rules, none of (a) the Joint Bookrunners, (b) any of each Joint Bookrunner's Associates, (c) to the extent not contained within (a) or (b), any person connected with a Joint Bookrunner as defined in the Financial Services and Markets Act 2000 ("**FSMA**") ((b) and (c) being together "affiliates" and individually an "affiliate" of the relevant Joint Bookrunner), (d) any person acting on a Joint Bookrunner's behalf, shall have any liability (including to the extent permissible by law, any fiduciary duties)

to Placees or to any other person whether acting on behalf of a Placee or otherwise. In particular, no Joint Bookrunner nor any of their respective Associates shall have any liability (including, to the extent permissible by law, any fiduciary duties) in respect of their conduct of the Placing or of such alternative method of effecting the Placing as the Joint Bookrunners and Boohoo.com plc may agree.

Registration and Settlement

If Placees are allocated any Placing Shares in the Placing they will be sent a contract note or electronic confirmation by the relevant Joint Bookrunner, as soon as it is able which will confirm the number of Placing Shares allocated to them, the Placing Price and the aggregate amount owed by them to that Joint Bookrunner.

Each Placee will be deemed to agree that it will do all things necessary to ensure that delivery and payment is completed as directed by the relevant Joint Bookrunner in accordance with either the standing CREST or certificated settlement instructions which they have in place with that Joint Bookrunner.

Settlement of transactions in the Placing Shares (ISIN: JE00BG6L7297) following Admission will take place within the CREST system, subject to certain exceptions. Settlement through CREST is expected to take place on 12 June 2017 unless otherwise notified by the relevant Joint Bookrunner and Admission is expected to occur no later than 8.00 a.m. on 12 June 2017 unless otherwise notified by the relevant Joint Bookrunner. Settlement will be on a delivery versus payment basis. However, in the event of any difficulties or delays in the admission of the Placing Shares to CREST or the use of CREST in relation to the Placing, Boohoo.com plc and the Joint Bookrunners may agree that the Placing Shares should be issued in certificated form. The Joint Bookrunners reserve the right to require settlement for the Placing Shares, and to deliver the Placing Shares to Placees, by such other means as they deem necessary if delivery or settlement to Placees is not practicable within the CREST system or would not be consistent with regulatory requirements in a Placee's jurisdiction.

Interest is chargeable daily on payments not received from Placees on the due date in accordance with the arrangements set out above, in respect of either CREST or certificated deliveries, at the rate of 2 percentage points above prevailing LIBOR as determined by the relevant Joint Bookrunner.

Each Placee is deemed to agree that if it does not comply with these obligations, the relevant Joint Bookrunner may sell any or all of their Placing Shares on their behalf and retain from the proceeds, for that Joint Bookrunner's own account and benefit, an amount equal to the aggregate amount owed by the Placee plus any interest due. The relevant Placee will, however, remain liable for any shortfall below the amount owed by it and for any stamp duty or stamp duty reserve tax (together with any interest or penalties) which may arise upon the sale of their Placing Shares on their behalf.

If Placing Shares are to be delivered to a custodian or settlement agent, Placees must ensure that, upon receipt, the conditional contract note is copied and delivered immediately to the relevant person within that organisation. Insofar as Placing Shares are registered in a Placee's name or that of its nominee or in the name of any person for whom a Placee is contracting as agent or that of a nominee for such person, such Placing Shares should, subject as provided below, be so registered free from any liability to United Kingdom stamp duty or stamp duty reserve tax. Placees will not be entitled to receive any fee or commission in connection with the Placing.

Conditions of the Placing

The Placing is conditional upon the Placing Agreement becoming unconditional and not having been terminated in accordance with its terms.

The obligations of the Joint Bookrunners under the Placing Agreement are, and the Placing is, conditional upon, inter alia:

- A. the warranties on the part of Boohoo.com plc and the Selling Shareholders contained in the Placing Agreement being true and accurate in all material respects and not misleading on and as of the date of the Placing Agreement and on Admission, as though they had been given and made on such dates by reference to the facts and circumstances then subsisting;
- B. the performance by Boohoo.com plc of its obligations under the Placing Agreement in so far as they fail to be performed prior to Admission;
- C. no matter having arisen before Admission which might reasonably be expected to give rise to an indemnity claim under the Placing Agreement;
- D. in the opinion of either of the Joint Bookrunners, there shall have been no material adverse change since the date of the Placing Agreement (whether or not foreseeable at the date of the Placing Agreement) before Admission; and
- E. Admission becoming effective by not later than 8.00 a.m. on 14 June 2017 (or such later time and/or date as Boohoo.com plc and the Joint Bookrunners may agree, being no later than 8.00 a.m. on 23 June 2017),

(all conditions to the obligations of the Joint Bookrunners included in the Placing Agreement being together, the "**conditions**").

If any of the conditions are not fulfilled or, where permitted, waived in accordance with the Placing Agreement within the stated time periods (or such later time and/or date as Boohoo.com plc and the Joint Bookrunners may agree, provided that the time for satisfaction of the condition set out in E above shall not be extended beyond 8.00 a.m. on 23 June 2017), or the Placing Agreement is terminated in accordance with its terms, the Placing will lapse and the Placee's rights and obligations shall cease and terminate at such time and each Placee agrees that no claim can be made by or on behalf of the Placee (or any person on whose behalf the Placee is acting) in respect thereof.

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

Certain conditions may be waived in whole or in part by the Joint Bookrunners, in their absolute discretion by notice in writing to Boohoo.com plc and the Joint Bookrunners may also agree in writing with Boohoo.com plc to extend the time for satisfaction of any condition. Any such extension or waiver will not affect Placees' commitments as set out in this announcement.

The Joint Bookrunners may terminate the Placing Agreement in certain circumstances, details of which are set out below.

Neither the Joint Bookrunners, Boohoo.com plc nor any of their respective Associates shall have any liability to any Placee (or to any other person whether acting on behalf of a Placee or otherwise) in respect of any decision any of them may make as to whether or not to waive or to extend the time and/or date for the satisfaction of any condition to the Placing nor for any decision any of them may make as

to the satisfaction of any condition or in respect of the Placing generally and by participating in the Placing each Placee agrees that any such decision is within the absolute discretion of the Joint Bookrunners.

Termination of the Placing

Either of the Joint Bookrunners may terminate the Placing Agreement, in accordance with its terms, at any time prior to Admission if, inter alia:

- 1 it comes to the knowledge of either of the Joint Bookrunners that any of the warranties were untrue or inaccurate in any respect or misleading in any case that is material in the context of Admission or the Placing; or
- 2 it comes to the notice of either of the Joint Bookrunners that any statement contained in this announcement, or any other document or announcement issued or published by or on behalf of Boohoo.com plc in connection with the Placing, is or has become untrue or incorrect in any material respect or misleading; or
- 3 in either Joint Bookrunner's opinion, any matter or circumstance has arisen which would give rise to an indemnity claim under the Placing Agreement; or
- 4 a force majeure event has occurred, or any material adverse change has occurred in the financial position, prospects or business of Boohoo.com plc and its subsidiary undertakings (taken as whole) which, in the opinion of the Joint Bookrunners, would materially prejudice the success of the Placing or the distribution of the Placing Shares; or
- 5 in the opinion of the Joint Bookrunners, a material adverse change has occurred. If the Placing Agreement is terminated in accordance with its terms, the rights and obligations of each Placee in respect of the Placing as described in this announcement shall cease and terminate at such time and no claim can be made by any Placee in respect thereof.

By participating in the Placing, each Placee agrees with Boohoo.com plc and the Joint Bookrunners that the exercise by Boohoo.com plc or either of the Joint Bookrunners of any right of termination or any other right or other discretion under the Placing Agreement shall be within the absolute discretion of Boohoo.com plc or the Joint Bookrunners and that neither of Boohoo.com plc nor any Joint Bookrunner need make any reference to such Placee and that neither the Joint Bookrunners, Boohoo.com plc, nor any of their respective Associates shall have any liability to such Placee (or to any other person whether acting on behalf of a Placee or otherwise) whatsoever in connection with any such exercise.

By participating in the Placing, each Placee agrees that its rights and obligations terminate only in the circumstances described above and under the "Conditions of the Placing" section above and will not be capable of rescission or termination by it after the issue by the relevant Joint Bookrunner of a contract note confirming each Placee's allocation and commitment in the Placing.

Representations and warranties

By agreeing to acquire Placing Shares, each Placee and, to the extent applicable, any person confirming his agreement to acquire Placing Shares on behalf of a Placee or authorising a Joint Bookrunner to notify a Placee's name to the Registrar, is deemed to acknowledge, agree, undertake, represent and warrant to the Joint Bookrunners and Boohoo.com plc that:

- A. it has read and understood this announcement in its entirety and that its acquisition of the Placing Shares is subject to and based upon all the terms, conditions, representations, warranties, indemnities, acknowledgements, agreements and undertakings and other information contained herein and that it has not relied on, and will not rely on, any information given or any representations, warranties or statements made at any time by any person in connection with Admission, the Placing, Boohoo.com plc, the Placing Shares or otherwise, other than the information contained in this announcement and the Publicly Available Information;
- B. it has not received a prospectus or other offering document in connection with the Placing and acknowledges that no prospectus or other offering document: (a) is required under the Prospectus Directive or the Companies Law; and (b) has been or will be prepared in connection with the Placing;
- C. its participation in the Placing shall be made solely on the terms and subject to the conditions set out in these terms and conditions and the Articles. Such Placee agrees that these terms and conditions and the contract note issued by the relevant Joint Bookrunner to such Placee represent the whole and only agreement between the Placee, the relevant Joint Bookrunner (as agent of Boohoo.com plc) and Boohoo.com plc in relation to the Placee's participation in the Placing and supersedes any previous agreement between any of such parties in relation to such participation. Accordingly, all other terms, conditions, representations, warranties and other statements which would otherwise be implied (by law or otherwise) shall not form part of these terms and conditions. The Placee agrees that none of Boohoo.com plc, the Joint Bookrunners nor any of their respective officers or directors will have any liability for any such other information or representation and irrevocably and unconditionally waives any rights it may have in respect of any such other information or representation;
- D. neither the Joint Bookrunners, any person acting on behalf of a Joint Bookrunner or any of their Associates has or shall have any liability for any Publicly Available Information, or any representation relating to Boohoo.com plc, provided that nothing in this paragraph excludes the liability of any person for fraudulent misrepresentation made by that person;
- E. the only information on which it is entitled to rely on and on which it has relied in committing to subscribe for the Placing Shares is contained in the Publicly Available Information, such information being all that it deems necessary to make an investment decision in respect of the Placing Shares and it has made its own assessment of Boohoo.com plc, the Placing Shares and the terms of the Placing based on Publicly Available Information; (b) neither Joint Bookrunner, Boohoo.com plc nor any of their respective Associates has made any representation or warranty to it, express or implied, with respect to Boohoo.com plc, the Placing or the Placing Shares or the accuracy, completeness or adequacy of the Publicly Available Information; (c) it has conducted its own investigation of Boohoo.com plc, the Placing and the Placing Shares, satisfied itself that the information is still current and relied on that investigation for the purposes of its decision to participate in the Placing; and (d) has not relied on any investigation that the Joint Bookrunners or any person acting on behalf of a Joint Bookrunner may have conducted with respect to Boohoo.com plc, the Placing or the Placing Shares;
- F. the content of this announcement and the Publicly Available Information has been prepared by and is exclusively the responsibility of Boohoo.com plc and that neither Joint Bookrunner nor any persons acting on behalf of a Joint Bookrunner is responsible for or has or shall have any liability for any information, representation, warranty or statement relating to Boohoo.com plc contained in this announcement or the Publicly Available Information nor will they be liable for

any Placee's decision to participate in the Placing based on any information, representation, warranty or statement contained in this announcement, the Publicly Available Information or otherwise. Nothing in this Appendix shall exclude any liability of any person for fraudulent misrepresentation;

- G. neither of the Joint Bookrunners nor any of their Associates nor any person acting on their behalf is responsible for or shall have any liability for any information previously published by or on behalf of Boohoo.com plc or any member of the Group and will not be liable for any decision by a Placee to participate in the Placing based on any information previously published by or on behalf of Boohoo.com plc or any member of the Group;
- H. the Placee acknowledges that the Placing Shares will be admitted to AIM, and Boohoo.com plc is therefore required to publish certain business and financial information in accordance with the rules and practices of the London Stock Exchange and the FCA (collectively, the "Exchange Information"), which includes a description of the nature of Boohoo.com plc's business and Boohoo.com plc's most recent balance sheet and profit and loss account and that the Placee is able to obtain or access such Exchange Information without undue difficulty and is able to obtain access to such information or comparable information concerning any other publicly traded company without undue difficulty;
- I. the Placee has not relied on the Joint Bookrunners nor any of their Associates in connection with any investigation of the accuracy of any information previously published by or on behalf of Boohoo.com plc or any member of the Group or their decision to subscribe;
- J. the Joint Bookrunners are not making any recommendations to Placees or advising any of them regarding the suitability or merits of any transaction they may enter into in connection with the Placing, and each Placee acknowledges that participation in the Placing is on the basis that it is not and will not be a client of either of the Joint Bookrunners and that the Joint Bookrunners are acting for Boohoo.com plc and no one else, and they will not be responsible to anyone else for the protections afforded to their respective clients, and that the Joint Bookrunners will not be responsible to anyone other than Boohoo.com plc for providing advice in relation to the Placing or any transaction, arrangements or other matters referred to herein. The Joint Bookrunners will not be responsible for anyone other than the relevant party to the Placing Agreement in respect of any representations, warranties, undertakings or indemnities contained in the Placing Agreement or for the exercise or performance of the Joint Bookrunners' rights and obligations thereunder, including any right to waive or vary any condition or exercise any termination right contained therein;
- K. save in the event of fraud on its part (and to the extent permitted by the rules of the FCA), neither the Joint Bookrunners nor any of their directors or employees shall be liable to a Placee for any matter arising out of the role of either of the Joint Bookrunners as Boohoo.com plc's nominated adviser, broker or otherwise (as applicable), and that where any such liability nevertheless arises as a matter of law each Placee will immediately waive any claim against the Joint Bookrunners and any of their respective directors and employees which a Placee may have in respect thereof;
- L. it and/or each person on whose behalf it is participating:
 - I. is entitled to acquire Placing Shares pursuant to the Placing under the laws and regulations of all relevant jurisdictions;

- II. has fully observed such laws and regulations;
 - III. has capacity and authority and is entitled to enter into and perform its obligations as an acquirer of Placing Shares and will honour such obligations; and
 - IV. has obtained all necessary consents and authorities (including, without limitation, in the case of a person acting on behalf of a Placee, all necessary consents and authorities to agree to the terms set out or referred to in this Appendix) under those laws or otherwise and complied with all necessary formalities to enable it to enter into the transactions contemplated hereby and to perform its obligations in relation thereto and, in particular, if it is a pension fund or investment company it is aware of and acknowledges it is required to comply with all applicable laws and regulations with respect to its subscription for Placing Shares;
- M. if the laws of any place outside the United Kingdom are applicable to the Placee's agreement to acquire Placing Shares under the Placing, such Placee has complied with all applicable laws and such Placee will not infringe any applicable law as a result of such Placee's agreement to acquire Placing Shares under the Placing and/or acceptance thereof or any actions arising from such Placee's agreement to acquire Placing Shares under the Placing and/or acceptance thereof or under the Articles;
- N. all actions, conditions and things required to be taken, fulfilled and done (including the obtaining of necessary consents) in order: (i) to enable the Placee to exercise its rights and perform and comply with its obligations to acquire the Placing Shares under the Placing; and (ii) to ensure that those obligations are legally binding and enforceable, have been taken, fulfilled and done. The Placee's exercise of its rights and/or performance under, or compliance with its obligations under the Placing, does not and will not violate: (a) its constitutive documents; or (b) any agreement to which the Placee is a party or which is binding on the Placee or its assets;
- O. the Placee agrees to accept the Placing Shares subject to, and to comply with, the Articles;
- P. the Placee has the funds available to pay for the Placing Shares for which it has agreed to subscribe or purchase and acknowledges and agrees that it will make payment to the relevant Joint Bookrunner for the Placing Shares allocated to it in accordance with the terms and conditions of this announcement on the due times and dates set out in this announcement, failing which the relevant Placing Shares may be placed with others on such terms as the Joint Bookrunners may, in their absolute discretion, determine without liability to the Placee and it will remain liable for any shortfall below the net proceeds of such sale and the placing proceeds of such Placing Shares and may be required to bear any stamp duty or stamp duty reserve tax (together with any interest or penalties due pursuant to the terms set out or referred to in this announcement) which may arise upon the sale of such Placee's Placing Shares on its behalf;
- Q. if the Placee is a resident in the European Economic Area, it is a qualified investor within the meaning of the law in the Relevant Member State implementing Article 2(1)(e)(i), (ii) or (iii) of the Prospectus Directive (Directive 2003/71/EC);
- R. it understands that no action has been or will be taken in any jurisdiction by Boohoo.com plc, the Joint Bookrunners or any other person that would permit a Placing of the Placing Shares, or possession or distribution of this announcement, in any country or jurisdiction where action for that purpose is required; and that, if the Placee is in a Relevant Member State, it is: (i) a legal entity which is authorised or regulated to operate in the financial markets or, if not so

authorised or regulated, its corporate purpose is solely to invest in securities; (ii) a legal entity which has two or more of: (a) an average of at least 250 employees during the last financial year; (b) a total balance sheet of more than €43,000,000; and (c) an annual net turnover of more than €50,000,000, in each case as shown in its last annual or consolidated accounts; (iii) otherwise permitted by law to be offered Placing Shares in circumstances which do not require the publication by Boohoo.com plc of a prospectus pursuant to Article 3 of the Prospectus Directive or other applicable laws; or (iv) in the case of any Placing Shares acquired by a Placee as a financial intermediary, as that term is used in Article 3(2) of the Prospectus Directive, either:

- I. the Placing Shares acquired by it in the Placing have not been acquired on behalf of, nor have they been acquired with a view to their placing or resale to, persons in any Relevant Member State other than qualified investors, as that term is defined in the Prospectus Rules, or in circumstances in which the prior consent of the Joint Bookrunners has been given to the placing or resale; or
 - II. where Placing Shares have been acquired by it on behalf of persons in any Relevant Member State other than qualified investors, the placing of those Placing Shares to it is not treated under the Prospectus Rules as having been made to such persons;
- S. if the Placee acquires the Placing Shares on behalf of, or with a view to their offer or re-sale to, any other person:
- I. the invitation to the Placee to acquire the Placing Shares will not cause there to be made an invitation to the public to become a member of Boohoo.com plc or to acquire or apply for any of its securities within the meaning of the Companies Law; and
 - II. the Placee will not make an invitation to the public to become a member of Boohoo.com plc or to acquire or apply for any of its securities within the meaning of the Companies Law within 6 months after the Placing Shares were allotted;
- T. to the fullest extent permitted by law, the Placee acknowledges and agrees to the disclaimers contained in this announcement and acknowledges and agrees to comply with the selling restrictions set out in this announcement;
- U. the Placing Shares have not been and will not be registered under the securities legislation of, or with any securities regulatory authority of, any other Restricted Jurisdiction;
- V. if it is acquiring the Placing Shares for the account of one or more other persons, it has full power and authority to make the representations, warranties, agreements and acknowledgements herein on behalf of each such account;
- W. Boohoo.com plc, and any registrar or other agent of Boohoo.com plc, will not be required to accept the registration of transfer of any Placing Shares acquired by the Placee, except upon presentation of evidence satisfactory to Boohoo.com plc that the foregoing restrictions on transfer have been complied with;
- X. the Placee invests in or purchases securities similar to the Placing Shares in the normal course of its business and it has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of an investment in the Placing Shares;

- Y. the Placee has conducted its own investigation with respect to Boohoo.com plc and the Placing Shares, and the Placee has concluded that an investment in the Placing Shares is suitable for it or, where the Placee is not acting as principal, for any beneficial owner of the Placing Shares, based upon each such person's investment objectives and financial requirements;
- Z. the Placee or, where the Placee is not acting as principal, any beneficial owner of the Placing Shares, is able to bear the economic risk of an investment in the Placing Shares for an indefinite period and the loss of its entire investment in the Placing Shares;
- AA. the Placee is not a resident of a Restricted Jurisdiction and acknowledges that the Placing Shares have not been and will not be registered nor will a prospectus be prepared in respect of the Placing Shares under the securities legislation of any Restricted Jurisdiction and, subject to certain exceptions, Placing Shares may not be issued in those Restricted Jurisdictions;
- BB. the Placee is liable for any capital duty, stamp duty and all other stamp, issue, securities, transfer, registration, documentary or other duties or taxes (including any interest, fines or penalties relating thereto) payable outside the U K by it or any other person on the acquisition by it of any Placing Shares or the agreement by it to acquire any Placing Shares;
- CC. in the case of a person who confirms to the relevant Joint Bookrunner on behalf of a Placee an offer to acquire Placing Shares under the Placing and/or who authorises the relevant Joint Bookrunner to notify such Placee's name to the Registrar, that person represents and warrants that he has authority to do so on behalf of the Placee;
- DD. the Placee has complied with its obligations in connection with money laundering and terrorist financing under the Proceeds of Crime Act 2002, the Terrorism Act 2000 and the Money Laundering Regulations 2007 and any other applicable law concerning the prevention of money laundering and, if it is making payment on behalf of a third party, that satisfactory evidence has been obtained and recorded by it to verify the identity of the third party as required by the Money Laundering Regulations 2007 and, in each case, agrees that pending satisfaction of such obligations, definitive certificates (or allocation under the CREST system) in respect of the Placing Shares comprising the Placee's allocation may be retained at the relevant Joint Bookrunner's discretion;
- EE. the Placee agrees that, due to anti-money laundering and the countering of terrorist financing requirements, the Joint Bookrunners and/or Boohoo.com plc may require proof of identity of the Placee and related parties and verification of the source of the payment before the application can be processed and that, in the event of delay or failure by the Placee to produce any information required for verification purposes, the Joint Bookrunners and/or Boohoo.com plc may refuse to accept the application and the moneys relating thereto. It holds harmless and will indemnify the Joint Bookrunners and/or Boohoo.com plc against any liability, loss or cost ensuing due to the failure to process this application, if such information as has been required has not been provided by it or has not been provided on a timely basis;
- FF. the Placee acknowledges that its commitment to acquire Placing Shares on the terms set out in this announcement and in the contract note will continue notwithstanding any amendment that may in future be made to the terms and conditions of the Placing and that Placees will have no right to be consulted or require that their consent be obtained with respect to Boohoo.com plc's or the Joint Bookrunners' conduct of the Placing;

- GG. it has knowledge and experience in financial, business and international investment matters as is required to evaluate the merits and risks of subscribing for the Placing Shares. It further acknowledges that it is experienced in investing in securities of this nature and is aware that it may be required to bear, and is able to bear, the economic risk of, and is able to sustain, a complete loss in connection with the Placing. It has relied upon its own examination and due diligence of Boohoo.com plc and its affiliates taken as a whole, and the terms of the Placing, including the merits and risks involved;
- HH. the Placee acknowledges that any money held in an account with the Joint Bookrunners on behalf of the Placee and/or any person acting on behalf of the Placee will not be treated as client money within the meaning of the rules and regulations of the FCA. The Placee further acknowledges that the money will not be subject to the protections conferred by the client money rules; as a consequence, this money will not be segregated from the relevant Joint Bookrunner's money in accordance with the client money rules and will be used by the relevant Joint Bookrunner in the course of its own business; and the Placee will rank only as a general creditor of the relevant Joint Bookrunner;
- II. the Placee is not, and is not applying as nominee or agent for, a person which is, or may be, mentioned in any of sections 67, 70, 93 and 96 of the Finance Act 1986 (depository receipts and clearance services);
- JJ. the Placee has complied with and will comply with all applicable provisions of the FSMA with respect to anything done by the Placee in relation to the Placing in, from or otherwise involving the UK;
- KK. if the Placee is in the UK, the Placee is a person: (i) who has professional experience in matters relating to investments falling within article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended) (the "Order"); or (ii) a high net worth entity falling within article 49(2) (a) to (d) of the Order, and in all cases is capable of being categorised as a Professional Client or Eligible Counterparty for the purposes of the FCA Conduct of Business Rules;
- LL. if the Placee is in the EEA, the person is a "Professional Client/Eligible Counterparty" within the meaning of Annex II/Article 24 (2) of MiFID and is not participating in the Placing on behalf of persons in the EEA other than professional clients or persons in the UK and other Member States (where equivalent legislation exists) for whom the Placee has authority to make decisions on a wholly discretionary basis;
- MM. each Placee in a relevant member state of the EEA who acquires any Placing Shares under the Placing contemplated hereby will be deemed to have represented, warranted and agreed with each of the Joint Bookrunners and Boohoo.com plc that: (i) it is a qualified Placee within the meaning of the law in that relevant member state implementing Article 2(1) of the Prospectus Directive; and (ii) in the case of any Placing Shares acquired by it as a financial intermediary, as that term is used in Article 3(2) of the Prospectus Directive: (A) the Placing Shares acquired by it in the Placing have not been acquired on behalf of, nor have they been acquired with a view to their placing or resale to, persons in any relevant member state other than qualified Placees, as that term is defined in the Prospectus Directive, or in other circumstances falling within Article 3(2) of the Prospectus Directive and the prior consent of the Joint Bookrunners has been given to the placing or resale; or where Placing Shares have been acquired by it on behalf of persons in any relevant member state other than qualified Placees,

the Placing of those Placing Shares to it is not treated under the Prospectus Directive as having been made to such persons;

- NN. in the case of a person who confirms to a Joint Bookrunner on behalf of a Placee an offer to acquire Placing Shares under the Placing and who is acting on behalf of a third party, that the terms on which the Placee (or any person acting on its behalf) are engaged enable it to make investment decisions in relation to securities on that third party's behalf without reference to that third party;
- OO. it has neither received nor relied on any confidential price sensitive information about Boohoo.com plc in accepting this invitation to participate in the Placing;
- PP. no Joint Bookrunner nor their Associates has or shall have any liability for any information, representation or statement contained in this announcement or for any information previously published by or on behalf of Boohoo.com plc or any other written or oral information made available to or publicly available or filed information or any representation, warranty or undertaking relating to Boohoo.com plc, and will not be liable for its decision to participate in the Placing based on any information, representation, warranty or statement contained in this announcement or elsewhere, provided that nothing in this paragraph shall exclude any liability of any person for fraud;
- QQ. neither the Joint Bookrunners, their Associates, Boohoo.com plc nor its Associates is making any recommendations to it, advising it regarding the suitability of any transactions it may enter into in connection with the Placing nor providing advice in relation to the Placing nor in respect of any representations, warranties, acknowledgements, agreements, undertakings, or indemnities contained in the Placing Agreement nor the exercise or performance of the Joint Bookrunners' rights and obligations thereunder including any rights to waive or vary any conditions or exercise any termination right;
- RR. acknowledges and accepts that the Joint Bookrunners may, in accordance with applicable legal and regulatory provisions, engage in transactions in relation to the Placing Shares and/or related instruments for their own account and, except as required by applicable law or regulation, the Joint Bookrunners will not make any public disclosure in relation to such transactions;
- SS. the exercise by the Joint Bookrunners of any rights or discretions under the Placing Agreement shall be within their absolute discretion and the Joint Bookrunners need not have any reference to any Placee and shall have no liability to any Placee whatsoever in connection with any decision to exercise or not to exercise or to waive any such right and each Placee agrees that it shall have no rights against the Joint Bookrunners or any of their directors or employees under the Placing Agreement;
- TT. the Placee has only communicated or caused to be communicated and will only communicate or cause to be communicated any invitation or inducement to engage in investment activity (within the meaning of section 21 of FSMA) relating to the Placing Shares (as applicable) in circumstances in which section 21(1) of FSMA does not require approval of the communication by an authorised person;
- UU. the Placee has complied and it will comply with all applicable laws with respect to anything done by it or on its behalf in relation to the Placing Shares (including all relevant provisions of the FSMA in respect of anything done in, from or otherwise involving the United Kingdom);

- VV. it irrevocably appoints any director of the Joint Bookrunners as its agent for the purposes of executing and delivering to Boohoo.com plc and/or the Registrar any documents on its behalf necessary to enable it to be registered as the holder of any of the Placing Shares agreed to be taken up by it under the Placing and otherwise to do all acts, matters and things as may be necessary for, or incidental to, its acquisition of any Placing Shares in the event of its failure so to do;
- WW. it will indemnify and hold Boohoo.com plc, the Joint Bookrunners and their respective Associates harmless from any and all costs, claims, liabilities and expenses (including legal fees and expenses) arising out of or in connection with any breach of the representations, warranties, acknowledgements, agreements and undertakings in this Appendix and further agrees that the provisions of this Appendix will survive after completion of the Placing;
- XX. the Joint Bookrunners may, in accordance with applicable legal and regulatory provisions, engage in transactions in relation to the Placing Shares and/or related instruments for their own account and, except as required by applicable law or regulation, the Joint Bookrunners will not make any public disclosure in relation to such transactions;
- YY. the Joint Bookrunners and each of their respective affiliates, each acting as a Placee for its or their own account(s), may bid or subscribe for and/or purchase Placing Shares and, in that capacity, may retain, purchase, placing to sell or otherwise deal for its or their own account(s) in the Placing Shares, any other securities of Boohoo.com plc or other related investments in connection with the Placing or otherwise. Accordingly, references in this announcement to the Placing Shares being issued, subscribed, acquired or otherwise dealt with should be read as including any issue, subscription, acquisition or dealing by the Joint Bookrunners and/or any of their respective affiliates, acting as a Placee for its or their own account(s). No Joint Bookrunner nor Boohoo.com plc intend to disclose the extent of any such investment or transaction otherwise than in accordance with any legal or regulatory obligation to do so;
- ZZ. time is of the essence as regards its obligations under this Appendix;
- AAA. any document that is to be sent to it in connection with the Placing will be sent at its risk and may be sent to it at any address provided by it to the relevant Joint Bookrunner;
- BBB. the Placing Shares will be issued subject to the terms and conditions of this Appendix; and
- CCC. these terms and conditions in this Appendix and all documents into which this Appendix is incorporated by reference or otherwise validly forms a part and/or any agreements entered into pursuant to these terms and conditions and all agreements to acquire shares pursuant to the Placing will be governed by and construed in accordance with English law and it submits to the exclusive jurisdiction of the English courts in relation to any claim, dispute or matter arising out of any such contract, except that enforcement proceedings in respect of the obligation to make payment for the Placing Shares (together with any interest chargeable thereon) may be taken by Boohoo.com plc or the Joint Bookrunners in any jurisdiction in which the relevant Placee is incorporated or in which any of its securities have a quotation on a recognised stock exchange.

Boohoo.com plc and the Joint Bookrunners will rely upon the truth and accuracy of each of the foregoing agreements, representations, warranties and undertakings. The agreement to allot and issue Placing Shares to Placees (or the persons for whom Placees are contracting as agent) free of stamp duty and stamp duty reserve tax in the United Kingdom relates only to their allotment and issue to Placees, or such persons as they nominate as their agents, direct by Boohoo.com plc. Such agreement assumes

that the Placing Shares are not being acquired in connection with arrangements to issue depository receipts or to transfer the Placing Shares into a clearance service. If there are any such arrangements, or the settlement related to any other dealings in the Placing Shares, stamp duty or stamp duty reserve tax may be payable. In that event, the Placee agrees that it shall be responsible for such stamp duty or stamp duty reserve tax and neither Boohoo.com plc nor the Joint Bookrunners shall be responsible for such stamp duty or stamp duty reserve tax. If this is the case, each Placee should seek its own advice and they should notify the relevant Joint Bookrunner accordingly. In addition, Placees should note that they will be liable for any capital duty, stamp duty and all other stamp, issue, securities, transfer, registration, documentary or other duties or taxes (including any interest, fines or penalties relating thereto) payable outside the United Kingdom by them or any other person on the acquisition by them of any Placing Shares or the agreement by them to acquire any Placing Shares and each Placee, or the Placee's nominee, in respect of whom (or in respect of the person for whom it is participating in the Placing as an agent or nominee) the allocation, allotment, issue, transfer or delivery of Placing Shares has given rise to such non-United Kingdom stamp, registration, documentary, transfer or similar taxes or duties undertakes to pay such taxes and duties, including any interest and penalties (if applicable), forthwith and to indemnify on an after-tax basis and to hold harmless Boohoo.com plc and each Joint Bookrunner in the event that either Boohoo.com plc and/or any Joint Bookrunner has incurred any such liability to such taxes or duties.

The representations, warranties, acknowledgements and undertakings contained in this Appendix are given to the Joint Bookrunners for itself and on behalf of Boohoo.com plc and are irrevocable.

Each Placee and any person acting on behalf of the Placee acknowledges that neither of the Joint Bookrunners owe any fiduciary or other duties to any Placee in respect of any representations, warranties, undertakings, acknowledgements, agreements or indemnities in the Placing Agreement.

If either Joint Bookrunner or Boohoo.com plc or any of their respective agents request any information about a Placee's agreement to acquire Placing Shares, such Placee must promptly disclose it to them and ensure that such information is complete and accurate in all respects.

The rights and remedies of the Joint Bookrunners and Boohoo.com plc under these terms and conditions are in addition to any rights and remedies which would otherwise be available to each of them, and the exercise or partial exercise of one will not prevent the exercise of others.

On application, each Placee may be asked to disclose, in writing or orally to the Joint Bookrunners:

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

All documents will be sent at the Placee's risk. They may be sent by post to such Placee at an address notified to the relevant Joint Bookrunner.

Each Placee agrees to be bound by the Articles (as amended from time to time) once the Placing Shares which such Placee has agreed to acquire have been acquired by such Placee.

The provisions of this Appendix may be waived, varied or modified as regards specific Placees or on a general basis by the Joint Bookrunners, provided that such waiver, variation or modification is not materially prejudicial to the interests of Boohoo.com plc.

The contract to acquire Placing Shares and the appointments and authorities mentioned herein will be governed by, and construed in accordance with, the laws of England and Wales. For the exclusive

benefit of the Joint Bookrunners and Boohoo.com plc, each Placee irrevocably submits to the exclusive jurisdiction of the English courts in respect of these matters. This does not prevent an action being taken against a Placee in any other jurisdiction.

In the case of a joint agreement to acquire Placing Shares, references to a "Placee" in these terms and conditions are to each of such Placees and such joint Placees' liability is joint and several.

The Joint Bookrunners and Boohoo.com plc each expressly reserve the right to modify the Placing (including, without limitation, its timetable and settlement) at any time before allocations of Placing Shares under the Placing are settled.

The Placing is subject to the satisfaction of the relevant conditions contained in the Placing Agreement and the Placing Agreement not having been terminated.

References to time in this announcement are to London time, unless otherwise stated. All times and dates in this announcement may be subject to amendment.

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

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

The Placing Shares to be issued or sold pursuant to the Placing will not be admitted to trading on any stock exchange other than the London Stock Exchange.

Neither the content of Boohoo.com plc's website nor any website accessible by hyperlinks on Boohoo.com plc's website is incorporated in, or forms part of, this announcement.