

sharemark:

Admission and Dealing Agreement

AF2 Sharemark Admission and Dealing Agreement

This agreement is between:

(1) The Share Centre Limited (“TSC”), a company incorporated in England with registered number 2461949 and whose registered office is at Oxford House, Oxford Road, Aylesbury Buckinghamshire HP21 8SZ; and

(2) The company named below (the “Company”).

Whereas:

(a) The Company wishes to have its shares admitted to trading on TSC’s Dealing Facility (as defined below) and/or, as agreed below, to utilise TSC’s Primary Fundraising Service (as defined below); and

(b) TSC intends to make available the Services (as defined below) to the Company, subject to the terms of this Agreement.

1 Definitions

1.1 In this Agreement the following terms shall have the meanings set out below:

Agreement	means these terms and conditions, together with the Sharemark Code of Practice and Requirements for Companies as amended from time to time (hereinafter referred to as “the Code”);
Connected Parties	means any company, body or entity controlled by, owned by or associated with the Company and each of the partners, members, directors, employees and agents of the Company and of such other companies, bodies or entities referred to above;
Dealing Facility	means a periodic auction-based stock trading platform operated by TSC, branded as “Sharemark”, designed primarily for emerging or smaller companies;
Losses	means any damages, loss, costs, claims or expenses (including any loss of business or profits or any indirect or consequential loss or damage, in each case whether arising from negligence, breach of contract or otherwise);
Primary Fundraising Service	means the primary fundraising service operated by TSC, branded as “Sharemark”, a capital raising service that brings fundraisings to the attention of retail investors;
Services	means the Dealing Facility and the Primary Fundraising Service;

otherwise, terms shall have the meaning set out in the Code.

2 Which Service or Services does the Company intend to use?

Is the Company intending to use the Primary Fundraising Service?

Yes No

If you have selected “no” above, the provisions below, so far as they relate specifically to the Primary Fundraising Service only, will not apply.

3 The Services

- 3.1 TSC agrees to admit the Company to the Dealing Facility and to make available to the Company the Primary Fundraising Service, subject to the terms and conditions in this Agreement and subject to written confirmation of admission by the Sharemark Applications Committee or the formal consents of the Sharemark Applications Committee, in accordance with the Code.
- 3.2 In consideration for admission to the Dealing Facility or the utilisation of the Primary Fundraising Service, the Company agrees to pay the charges set out in the Code, as amended from time to time, or as otherwise agreed.
- 3.3 The Company acknowledges that any copyright or other intellectual property rights of whatever nature which subsists or may subsist in the Services shall remain the property of TSC.
- 3.4 The parties shall keep confidential all information relating to this Agreement unless such information has become public knowledge otherwise than in breach of this clause or disclosure is required by law or regulation.
- 3.5 The Company will ensure that its officers and relevant employees will abide by the Code, and such other requirements as notified by TSC.

4 Liability

- 4.1 The Company hereby agrees to indemnify and keep indemnified TSC against all Losses incurred by TSC in connection with any acts or omissions of the Company in the performance of its obligations under this Agreement or in relation to TSC making available the Services to the Company including, without limiting the generality of the foregoing, in relation to any communications that the Company (or TSC on its behalf) makes to investors or prospective investors in the Company’s securities or third parties through the Services, except to the extent that such Losses are finally judicially determined to have arisen from the fraud, gross negligence or wilful default of TSC.

- 4.2 No claim shall be made by the Company (and the Company shall procure that no claim shall be made by any of its Connected Parties) in any jurisdiction against TSC to recover any Loss suffered or incurred by the Company or its connected parties which arises out of the carrying out by TSC of the Services or other obligations in connection with this Agreement, except to the extent that such Losses are finally judicially determined to have arisen from the fraud, gross negligence or wilful default of TSC.
- 4.3 Save in respect of death or personal injury, TSC shall not be liable for any failure or delay in the performance or non-performance of its obligations under this Agreement or for any claims or losses of any nature, arising directly or indirectly from this Agreement.
- 4.4 Without prejudice to any other provision of this Agreement, any liability of TSC shall be limited to £10,000 in respect of any single claim or series of connected claims arising under this Agreement.

5. Termination

- 5.1 This Agreement will become effective when signed by both parties, on the earlier of the Sharemark Applications Committee having either (i) in the case of a Company seeking to utilise the Primary Fundraising Service, and in accordance with the Code, reviewed the "First stage information" and determined that the Company may proceed with its application to seek admission to Sharemark or (ii) in the case of a Company seeking to admit its securities to the Dealing Facility, has provided written confirmation of admission to the Dealing Facility, and will remain in force until terminated in accordance with clause 5.2.
- 5.2 Without prejudice to any other rights of termination provided in the Code to TSC (including, but not limited to, the right of TSC to immediately terminate the Agreement without notice where the Company does not comply in a material respect with the Code or where the Company has breached in a material respect the Code and the Sharemark Applications Committee has permitted the Company to remedy its breach but the Company has failed to do so), either party may terminate this Agreement by giving the other party at least 3 months' written notice.
- 5.3 Clauses 4 and 6 of this Agreement will survive any termination of this Agreement. The termination of this Agreement shall be without prejudice to any rights of claim by either party for any antecedent breach of this Agreement.

6. General

- 6.1 For the purposes of the Contracts (Right of Third Parties) Act 1999, no person who is not a party hereto, shall have any rights to enforce any provision of this Agreement.
- 6.2 Failure by either party to exercise any right or remedy under this Agreement shall not signify acceptance of the event which gave rise to such right or remedy nor shall it constitute a waiver of such right or remedy.
- 6.3 The Company shall not assign any rights or obligations hereunder without the prior written consent of TSC.
- 6.4 If any provision of this Agreement is held by a competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Agreement and the remainder of the provision in question shall not be affected thereby.
- 6.5 All notices to be sent to another in connection with this Agreement shall be delivered by letter to the address of the parties shown within this Agreement.
- 6.6 This Agreement shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

Signed for and on behalf of The Share Centre Limited

Signature: 

Name: Iain Wallace
Position: Director

Signed for and on behalf of

Signature:

Name:

Position:

Address:

Sharemark is administered by The Share Centre Limited

PO Box 2000, Aylesbury, Bucks HP21 8ZB. **01296 439 432**
Internet: www.sharemark.com E-mail: info@sharemark.co.uk