

sharemark:

Application Form

For your company to be traded on Sharemark.

AF1 Sharemark participant application form

Part A – Details of the Corporate Participant

Full Name of Company:

Company Registration Number:

Registered Office:

Date of Incorporation

Dates and Details of Previous Company Name Changes

Head Office Address (if different to Registered Office):

Telephone Number:

Facsimile Number:

Website Address:

Application Contact Name:

Position:

Telephone Number:

Facsimile Number:

Email Address:

Name of Auditors

Contact Name:

Address:

Telephone Number:

Facsimile Number:

Date of Appointment:

Name of Legal Advisers:

Contact Name:

Address:

Telephone Number:

Facsimile Number:

Date of Appointment:

Name of Registrars:

Contact Name:

Address:

Telephone Number:

Facsimile Number:

Date of Appointment:

Name of Bankers:

Contact Name:

Address:

Telephone Number:

Facsimile Number:

Date of Appointment:

Part B – Details of the Participant’s Directors, Key Staff and Advisers:

Full names and positions of all Executive Directors:

Full names of all Non-Executive Directors:

Full name of Company Secretary:

Part C – Corporate Structure and Principal Activities

Principal Activities of the Company:

Names and addresses of subsidiary companies, extent of ownership, company registration numbers and principal activities (please attach a group structure chart)

Details of any legal or arbitration proceedings current, pending or concluded within the last 12 months:

Part D – Share Capital of the Company

Details of total authorised and issued share capital (to include fully and partly paid capital and different classes):

Details of other securities or options authorised and issued, including exercise dates:

Is the Company already quoted on another exchange? If so provide the name of the market on which the shares are already traded:

Classes of shares to be dealt on Sharemark:

Details and quantity held of any legal or beneficial owner holding in excess of 3% of the voting rights in the Company:

Dividend dates and details of dividends paid in last 3 years:

Are the shares to be dealt on Sharemark already CREST settleable? If so, please provide the ISIN number:

Please indicate your preferred date for Sharemark trading to commence:

/ /

How frequently are the shares to be traded?

Part E – Continuation Section

Part F – Declaration

We declare that the information supplied in this document and all enclosures are complete, correct and not misleading. We further declare that we are unaware of any information or circumstances that would materially alter the accuracy or validity of the information contained in this document. We undertake to advise Sharemark should anything occur which would render the information contained in this document incomplete, inaccurate or misleading.

We have read and understood the Sharemark Code of Practice.

Director: _____

Signature: _____

Date: _____

Director: _____

Signature: _____

Date: _____

for and on behalf of: _____

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

Sharemark is a trading division of The Share Centre Limited. Registered in England number 2461949. Registered office: Oxford House, Oxford Road, Aylesbury, Bucks, HP21 8SZ. VAT registration number 596 3918 82. The Share Centre Limited is a member of the London Stock Exchange and is authorised and regulated by the Financial Services Authority under reference 146768

AF2 Sharemark 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; and
- (B) TSC intends to admit 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");
- "Dealing Facility" means a periodic auction-based stock trading platform, branded as "Sharemark", designed primarily for emerging or smaller companies;
- "Losses" 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);

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

2 The Dealing Facility

- 2.1 TSC agrees to admit the Company to the Dealing Facility subject to the terms and conditions in this Agreement and subject to written confirmation of admission by the Sharemark Applications Committee.
- 2.2 In consideration for admission to the Dealing Facility, the Company agrees to pay the charges set out in the Code, as amended from time to time, or as otherwise agreed.
- 2.3 The Company acknowledges that any copyright or other intellectual property rights of whatever nature which subsists or may subsist in the Dealing Facility shall remain the property of TSC.
- 2.4 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.
- 2.5 The Company will ensure that its officers and relevant employees will abide by the Code, and such other requirements as notified by TSC.

3 Liability

- 3.1 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 performance of its obligations under this Agreement except to the extent that such Losses arise from the fraud, negligence or wilful default of TSC.
- 3.2 The Company's aggregate liability for Loss caused or contributed to by the Company in any 12 month period shall in no circumstances whatsoever exceed the sum of £1,000,000.
- 3.3 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.
- 3.4 Without prejudice to clause 3.3, 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.

4. Termination


- 4.1 This Agreement will become effective when signed by both parties, and the Sharemark Applications Committee has provided written confirmation of admission to the Dealing Facility, and will remain in force until terminated in accordance with clause 4.2.
- 4.2 Either party may terminate this Agreement by giving the other party at least 3 months written notice.

5. General

- 5.1 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.
- 5.2 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.
- 5.3 The Company shall not assign any rights or obligations hereunder without the prior written consent of TSC.
- 5.4 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.
- 5.5 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.
- 5.6 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**

Signed for and on behalf of _____

Signature: 

Signature: 

Name:

Name:

Position:

Position:

Address:

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Registered in England number 2461949. Registered office: Oxford House, Oxford Road, Aylesbury, Bucks. HP21 8SZ. A member of the London Stock Exchange, authorised and regulated by The Financial Services Authority, 25 The North Colonnade, Canary Wharf, London, E14 5HS, under number 146768.

AF3 Direct Debit for Quarterly Fees

Instructions to your Bank or Building Society to pay by Direct Debit

Please complete this form and return it to:

Sharemark Applications & Authorisation, The Share Centre Ltd, PO Box 2000, Aylesbury, Bucks HP21 8ZB.

Name of Bank or Building Society	<input type="text"/>											
Branch address	<input type="text"/>											
	<input type="text"/>											
Account name	<input type="text"/>					Account number	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Building society roll no.	<input type="text"/>					Sort code	<input type="text"/>	-	<input type="text"/>	-	<input type="text"/>	<input type="text"/>

The Share Centre reference no. (to be completed by The Share Centre)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Originator's ID Number

6	0	1	1	5	9
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	Amounts due
Admission fee	<input type="text"/>
Administration fees	<input type="text"/>
	(For internal use only)

Instruction to your Bank or Building Society

Please pay Sharemark Direct Debits from the account detailed in this instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this instruction may remain with The Share Centre Ltd and, if so, details will be passed electronically to my Bank/Building Society.

Name	<input type="text"/>	Company	<input type="text"/>
Signature	<input type="text"/>	Date	<input type="text"/>

DD 0507

This guarantee should be detached and retained by the payer.

The Direct Debit Guarantee

- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme.
- If the amounts to be paid or the payment dates change The Share Centre will notify you 5 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by The Share Centre or your Bank or Building Society you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. In this event, please also send a copy of your letter to us.
- The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.





Declaration of a Director's Business Activities

Please complete a separate Declaration for each Director.
Photocopies of this form are acceptable.

AF4 Declaration of a Director's Business Activities (please copy as required)

SURNAME & INITIALS COMPANY

Exec or Non-Exec

Before completing please read notes at the end of this form

1. State:

(a) any former surname(s)	_____	(b) date of birth	_____
(c) present forename(s) and any former forename(s)	_____ _____	(d) residential address	_____ _____
(e) nationality and former nationality, if any	_____ _____	(f) professional qualifications, if any	_____ _____

2. Are you a director or shadow director of any other company or a partner in any partnership? YES / NO

If yes, state the name of any such company or partnership, the nature of business where this is not indicated in the title, and date you became a director or partner. If you are a director of any company which has securities listed on the London Stock Exchange ("the Exchange") it is not necessary to state the name of any subsidiary of that company of which you are also a director.

3. Have you at any time been adjudged bankrupt or sequestrated either in the United Kingdom or elsewhere? YES / NO

If so, state the court by which you were adjudged bankrupt and, if discharged, the date and conditions on which you were granted your discharge.

4. Have you at any time been a party to a deed of arrangement or any form of voluntary arrangement (as defined in Part VIII of the Insolvency Act 1986)? If so, give full particulars. YES / NO

5. Are there any unsatisfied judgements outstanding against you? If so, give full particulars. YES / NO

6. Has any company been put into compulsory liquidation or had an administrator or an administrative or other receiver appointed during the period when you were (or within the preceding twelve months had been) one of its directors or shadow directors? Has any partnership been put into compulsory liquidation or been sequestrated during the period when you were (or within the preceding twelve months had been) one of its partners? YES / NO

If so, in each case state the name, nature of business, date of commencement of winding up, administration or receivership and the amount involved together with an indication of the outcome or current position.

7. Have you at any time or has a company of which you were a director or shadow director at the time of the offence been convicted in the United Kingdom or elsewhere of any offence involving fraud or dishonesty or an offence under legislation (whether or not of the United Kingdom) relating to companies (including insider dealing), building societies, industrial and provident societies, credit unions, friendly societies, insurance, banking or other financial services, securities, insolvency, consumer credit or consumer protection?

YES / NO

If so, state the court by which you were or the company was convicted, the date of conviction and full particulars of the offence and the penalty imposed. Details must be disclosed of all convictions of the kind described above even though they may be "spent convictions" within the meaning of that expression contained in the Rehabilitation of Offenders Act 1974).

8. Have you, in the United Kingdom or elsewhere, been concerned with the management or conduct of affairs of any company or partnership which has been:

YES / NO

(a) investigated by an inspector appointed under companies legislation, or other securities enactments or by any other regulatory body; or

(b) required to produce books and papers to the Secretary of State;

in relation to any matter arising at a time during which you were concerned in that company or partnership? If the investigation is or was confidential, the question may be answered simply "yes". In such a case Sharemark may seek additional information directly and in confidence from you.

9. Have you, in connection with the formation or management of any company, partnership or unincorporated institution been adjudged by a court in the United Kingdom or elsewhere civilly liable for any fraud, misfeasance or other misconduct by you towards it or towards any of its members? If so, give full particulars.

YES / NO

10. Have you ever been disqualified by a court from acting as a director of a company, or from acting in the management or conduct of the affairs of any company? If so, give full particulars.

YES / NO

11. Have you, in the United Kingdom or elsewhere, been refused admission to or renewal of membership of any professional body, trade society, institution or association, or investment exchange or been censured or disciplined or had membership withdrawn by any such body to which you belong or belonged or have you held a practising certificate subject to conditions? If so, give full particulars.

YES / NO

12. Is there any other information material to your directorship of this company, the omission of which might effect the import of the information contained on this form? If so, give full particulars.

YES / NO

NOTE

1. Please answer all questions and if a question is answerable in the negative, please answer "No". Do not leave any section blank.
2. If insufficient space is provided for completion of any paragraph, additional information may be entered on a separate sheet of paper duly signed and attached.
3. In this declaration, the term "company" means a body corporate wherever incorporated or otherwise established, "director" has the meaning set out as in section 741(1) of the Companies Act 1985, and "shadow director" has the meaning set out as in section 741(2) of the Companies Act 1985.

Signed:

Date: / /

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