

3 JANUARY 2017

**NEX EXCHANGE GROWTH
MARKET
ISSUER ADMISSION
AGREEMENT**

Applicant Details

Name of Applicant Issuer

("the **Applicant**")

Amount and description of securities for which admission is sought (e.g. 1 million ordinary shares of 5p each)

("the **Securities**")

1. Introduction

An **issuer** of securities seeking **admission** to the **NEX Exchange Growth Market** must complete all applicable sections of this application form and return the completed form to NEX Exchange Limited ("**NEX Exchange**") along with its application documentation.

The application form is divided into two sections, an "application agreement" and an "admission agreement", reflecting the stages that an **issuer** will pass through during the process of becoming an NEX Exchange Growth Market **issuer**.

Defined terms in this Agreement shall have the same meaning as those in the NEX Exchange Growth Market – Rules for Issuers (the "**Rules**"), unless otherwise stated.

2. Application Agreement

The **Rules** provide an expedited procedure for the **admission** of securities which are already quoted on certain qualifying markets. **Issuers** of such securities are known as **fast-track applicants**.

Fast-track applicants from Qualifying Markets

We declare that:

- i. we have complied with our obligation to publish a prospectus or public document under applicable laws;
- ii. we comply with the **admission** requirements of the **Rules** applicable to **fast-track applicants** and confirm that: (a) we complied with the admission requirements of our **Qualifying Market**, and are compliant with that market's continuing obligations and (b) we have a website where our regulatory announcements for the preceding 6 months, and our financial statements for the last period for which an auditor's report was prepared, as well as our historic admission or listing document, are available for inspection in English;
- iii. we acknowledge and accept that NEX Exchange has the right to determine applications at its absolute

- discretion, and that this may lead to the rejection of the application notwithstanding our compliance with continuing obligations as set out at (ii) above;
- iv. we acknowledge and accept that, while NEX Exchange aims to provide reasons to the Applicant in respect of a rejected applicant, it is under no obligation to do so;
 - v. we have paid the applicable application fee, (or enclose a cheque or banker's draft in respect of the same);
 - vi. we acknowledge and accept that the application fee is non-refundable; and
 - vii. we have engaged the services of a RIS for the purpose of the dissemination of regulatory announcements.

Other issuers

We declare that:

- i. we have complied with our obligation to publish a prospectus or public document under applicable laws;
- ii. we have complied with the applicable admission of the Rules and in particular, unless a prospectus has been published in relation to the application, have complied with the obligation to publish an NEX Exchange admission document which fulfils the information requirements of the Rules and provides all information that a reasonable investor could reasonably require to make an informed assessment of the Applicant and its Securities;
- iii. we confirm that we will supply you with all such other information and documentation in relation to us, or our Securities, as you may require in order to assess our application;
- iv. we acknowledge and accept that NEX Exchange retains the right to obtain reasonable expert or technical advice from third parties at the Applicant's expense in relation to the application, such expense to be notified to the Applicant;
- v. we acknowledge and accept NEX Exchange's right to determine an application at its absolute discretion, which may lead to the rejection of the application;
- vi. we acknowledge and accept that, while NEX Exchange aims to provide reasons to the Applicant in respect of a rejected Applicant, it is under no obligation to do so;
- vii. we have paid the applicable application fee, (or enclose a cheque or banker's draft in respect of the same);
- viii. we acknowledge and accept that the application fee is non-refundable; and
- ix. we have engaged the services of a RIS for the purpose of the dissemination of regulatory announcements.

3. Admission Agreement

This section is applicable to all **issuers** whose application has successfully passed through the application process and whose securities have been accepted for **admission**.

We undertake to:

- i. comply with the continuing obligations of the Rules, as amended from time to time, and have adopted systems and procedures to facilitate such compliance;
- ii. seek advice and guidance from our NEX Exchange corporate adviser and act appropriately on such advice;
- iii. pay, prior to admission, pro-rata the annual fee as set out in Schedule 1; and

- iv. pay any applicable annual fee thereafter.

We declare that:

- i. we acknowledge and accept that a breach of the Rules will render us liable to intervention or disciplinary action, as set out in the Rules; and
- ii. we acknowledge and accept that NEX Exchange supervises the operation of the NEX Exchange Growth Market, to ensure the maintenance of fair and orderly trading in NEX Exchange Growth Market securities. We accept that NEX Exchange may suspend or withdraw trading in our securities at its absolute discretion, where permitted or required by the Rules or NEX Exchange’s regulatory responsibilities as a Recognised Investment Exchange.

4. Other Matters

NEX Exchange may assign this Agreement on 14 days' written notice to any member of the same group as NEX Exchange being any body corporate which is its holding company or subsidiary and any other body corporate which is a subsidiary of that holding company, subject to possession of any necessary legal or regulatory permissions to operate the NEX Exchange Growth Market. Save as set out above, this Agreement is not assignable by either party.

This Agreement is governed and construed in accordance with the laws of England and Wales and is subject to the exclusive jurisdiction of the courts of England and Wales.

Signed by a duly authorised officer (e.g. Director) for and behalf of: Full legal name of the issuer:

| | | | |
|------------------|--|-------------------|--|
| Signed | | Print name | |
| Job title | | Date | |

