

Aquis Support Services Onboarding Pack

2026

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INTRODUCTION

Thank you for choosing to utilise support services facilitated by the Aquis Stock Exchange.

Aquis aims to assemble an ecosystem of service providers that can best support your growth journey on the Aquis Growth Market.

Aquis facilitates these services by carefully selecting expert service professionals in key fields and negotiated fair terms of engagement to facilitate value for money with strong service standards.

Your engagement with the selected service professionals is direct - you will enter into engagement letters or service contracts with our recommended providers, and they will be directly responsible to you for the provision of their services.

Regulatory Support:

You have elected to utilise support services to provide assistance and advice on the rules and regulations applicable to your admission to the Aquis Growth Market.

To facilitate these services, we are pleased to introduce you to Shoosmiths, the legal and professional services firm Aquis has asked to support companies admitted to the Aquis Growth Market. Your engagement letter with Shoosmiths is set out at Part A of this pack.

The use of support services is also subject to the Aquis terms and conditions set out in Part B of this pack.

If you wish to proceed with the use of the services, please sign both the Shoosmiths Engagement Letter and the Aquis terms and conditions and return to AQSEBusinessDevelopment@Aquis.eu

If you have any questions, or would like to discuss the services further, please do hesitate to contact us on +44 203 597 6364 or at AQSEBusinessDevelopment@Aquis.eu

SUPPORT SERVICES COMMERCIAL DETAILS

PARTIES	
Date:	
Issuer:	[COMPANY NAME] (No. [COMPANY NUMBER])
Issuer address:	
SUPPORT SERVICES	
Description:	The introduction of the Third-Party Provider for the provision of the services described at Schedule 1 of their Engagement Letter.
Third-Party Provider:	Shoosmiths LLP
Fee (exclusive of VAT):	£25,000 per annum pro rata to 1 April
CONDITIONS WHICH APPLY TO THESE COMMERCIAL DETAILS	
Conditions:	The parties agree that the Support Services Terms and Conditions (the Conditions) apply to these Commercial Details

1. The Contract comprises the following:

- (a) the Conditions; and
- (b) these Commercial details.

This Contract has been entered into on the date stated at the beginning of it.

Signed [by *[name of signatory]*] for and on behalf of Aquis Stock Exchange Limited:

.....
[Director][Authorised signatory]
.....

.....
[Print date of signature]
.....

Signed [by *[name of signatory]*] for and on behalf of **[name of Issuer company]**:

.....
[Director][Authorised signatory]
.....

.....
[Print date of signature]
.....

SUPPORT SERVICES TERMS AND CONDITIONS

The Issuer's attention is drawn to the provisions of Condition 6 below which includes limitations on and exclusions to Aquis's liability.

Background

- (A) The Issuer is a company whose securities are admitted to trading on the Aquis Growth Market.
- (B) Aquis has relationships with various Third-Party Providers who are able to provide various professional advisory support services to Issuers, and Aquis wishes to introduce Issuers to such Third-Party Providers.
- (C) Accordingly, Aquis and the Issuer have entered into this Contract to govern this introduction to Third Party Providers.

1 Definitions and interpretation

- 1.1 These Conditions use the following defined terms:

Aquis: means Aquis Stock Exchange Limited, a company incorporated in England and Wales (company number 04309969) whose registered office is at 63 Queen Victoria Street, London EC4N 4UA

Aquis Corporate Adviser: a person approved by Aquis as defined in the Aquis Growth Market Rulebooks.

Aquis Growth Market Rulebooks: the rulebooks of the Aquis Growth Market published on the Aquis website.

Business Day: a day (other than a Saturday, a Sunday or a bank or public holiday in England and Wales) on which banks in London are open for business.

Commercial Details: the commercial details and execution blocks referring to and incorporating these Conditions.

Conditions: the terms and conditions governing Aquis's introduction of the Issuer to the Third-Party Provider as set out in this document and as amended from time to time in accordance with Condition 2.3.

Contract: the Commercial Details and these Conditions.

Engagement Letter: means the separate agreement to be entered into directly between the Issuer and the Third-Party Provider governing the provision of the applicable Support Services.

Issuer: the person(s), firm or company named as such in the Commercial Details.

Issuer Agreement: means the separate agreement entered into between Aquis and the Issuer governing the Issuer's membership of the Aquis Stock Exchange.

Losses: losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and wasted expenditure), claims, damages, liabilities, fines, interest, penalties, costs, charges, expenses, demands and legal and other professional costs (calculated on a full indemnity basis).

Fee: has the meaning given to it in Condition 5.1.

Support Services: means the support services to be provided to the Issuer by the Third-Party Provider pursuant to the Engagement Letter.

Third-Party Provider: means the party or parties which provide the Support Services as identified in the Commercial Details.

- 1.2 In these Conditions (except where the context otherwise requires):
- 1.2.1 the singular includes the plural and vice versa and one gender includes any others;
 - 1.2.2 reference to “a person” includes any natural person, company, corporation or other body corporate, firm, partnership, foundation, association, organisation, trust, government, state or agency of a state, undertaking or unincorporated body (in each case whether or not having separate legal personality and wherever and however incorporated or established);
 - 1.2.3 references to legislation are to that legislation as amended, extended or re-enacted from time to time;
 - 1.2.4 a reference to a statute or statutory provision includes all subordinate legislation made from time to time under that statute or statutory provision;
 - 1.2.5 any words or phrases introduced by the terms **including**, **include**, **in particular** or any similar terms shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
 - 1.2.6 a reference to **writing** or **written** includes email.
- 1.3 Headings are for convenience only and shall not affect the interpretation of these Conditions.
- 1.4 These Conditions shall be binding upon, and continue for the benefit of, the parties and their respective personal representatives, successors and permitted assignees, and references to any party shall include that party’s personal representatives, successors and permitted assignees.

2 Application of these Conditions

- 2.1 These Conditions are the only conditions upon which Aquis is prepared to deal with the Issuer in respect of the introduction of any Third-Party Provider of Support Services, and they shall govern the Contract to the entire exclusion of all other terms and conditions.
- 2.2 The Contract shall be formed upon signature by both parties of the Commercial Details.
- 2.3 Any variation to these Conditions shall have no effect unless expressly agreed in writing and signed by a duly authorised representative of Aquis.

3 Introduction

- 3.1 Aquis shall, upon receipt of informed consent from the Issuer, introduce the Issuer to the Third-Party Provider to enable the Issuer and Third-Party Provider to enter into a separate Engagement Letter relating governing the provision of the Support Services to the Issuer by the Third-Party Provider.
- 3.2 For the avoidance of doubt signature by the Issuer of the Commercial Details and entry into this Contract shall be deemed to be informed consent for the purpose of Condition 3.1.

- 3.3 The Commercial Details forming part of this Contract shall set out the details of the Support Services and the relevant Third-Party Provider(s).

4 Performance of the Support Services

- 4.1 To the extent permitted by law Aquis shall not be liable for any non-performance or delay in performance of the Support Services by the Third-Party Provider, nor for any failure or delay by the Third-Party Provider in onboarding the Issuer as a client.
- 4.2 Aquis gives no warranties and makes no representations as to the standard of the Support Services provided by the Third-Party Provider, and to the extent permitted by law Aquis hereby excludes any and all Losses the Issuer may suffer arising from or in connection with the Support Services.
- 4.3 The Issuer hereby acknowledges and agrees that the exclusions of liability contained in this Condition 4 are reasonable and proportionate on the basis that its remedy for Losses suffered arising from or in connection with the Support Services shall be directly against the Third-Party Provider pursuant to the Engagement Letter.

5 Fee

- 5.1 The Fee for the Support Services shall be covered by the Fee as set out in the most recent Fee Schedule found on the Aquis's website and shall be payable in accordance with the Fee Schedule.
- 5.2 For the avoidance of doubt, if the Issuer requires the Third-Party Provider to carry out services over and above the Support Services then this will not be covered by the Fee, and the Third-Party Provider may charge additional fees to the Issuer to cover the provision of such services.
- 5.3 Upon receipt of the Fee in cleared funds in accordance with the requirements of the Issuer Agreement, Aquis shall pay the Third-Party Provider directly for the Support Services to be provided to the Issuer.

6 Limitation of liability

- 6.1 The following provisions of this Condition 6 set out the entire financial liability of Aquis (including any liability for the acts or omissions of its employees, agents and sub-contractors and any Third-Party Provider) to the Issuer under, in respect of or in connection with the Contract and its subject matter for any claim or claims, whether arising in contract, tort (including negligence), breach of statutory duty or restitution, or for misrepresentation or otherwise.
- 6.2 Nothing in these Conditions shall limit or exclude the liability or remedy of either party:
- 6.2.1 for death or personal injury caused by its negligence, or the negligence of its employees, agents or sub-contractors;
 - 6.2.2 for fraud or fraudulent misrepresentation;
 - 6.2.3 for any act, omission or matter to the extent liability may not be legally excluded or limited.
- 6.3 Subject to Condition 6.2:
- 6.3.1 Aquis's total liability to the Issuer in respect of or in connection with the Contract and its subject matter shall in no circumstances exceed £25,000; and

6.3.2 Aquis shall not have any liability to the Issuer for any:

- (a) loss of profit, income or revenue;
- (b) loss of business, agreements or contracts or opportunities;
- (c) depletion of, or damage to, goodwill or reputation;
- (d) loss of savings or anticipated savings;
- (e) wasted expenditure;
- (f) loss of use or corruption of software, data or information; or
- (g) any special, indirect or consequential loss or damage.

7 Suspension and termination

7.1 Aquis shall be entitled to suspend or terminate this Contract with immediate effect on written notice to the Issuer if:

7.1.1 the Issuer fails to pay the Fee for the Support Services in accordance with the requirements of the Issuer Agreement; or

7.1.2 Aquis requires the Issuer to appoint an Aquis Corporate Adviser in accordance with the Aquis Growth Market Rulebooks

7.2 If any of the events referred to in Condition 7.1 occur Aquis has the right to recommend that the Third-Party Provider terminates its Engagement Letter with the Issuer. In the event that the Third-Party Provider does so, Aquis shall reimburse the Issuer an amount equal to the proportion of the Fee attributable to the unexpired months of the relevant twelve (12) month period for which the Issuer has paid, calculated from the month following termination.

7.3 Termination or suspension of the Contract for any reason shall not affect the accrued rights, remedies, obligations or liabilities of either party existing at termination or during any suspension.

7.4 Any Conditions which expressly or by implication are intended to come into or remain in force on or after the termination of the Contract shall remain in full force and effect notwithstanding termination.

8 Assignment

8.1 Aquis may at any time assign, transfer, mortgage, charge, declare a trust or deal in any other manner with, its rights and obligations under the Contract or any part of it, including sub-contracting any of its obligations under the Contract to any third party or agent.

8.2 The Issuer shall not be entitled to assign, transfer, mortgage, charge, declare a trust or deal in any other manner with, its rights and obligations under the Contract or any part of it, including sub-contracting any of its obligations under the Contract, nor enter into any agreement to do so.

9 Force majeure

9.1 Neither party shall be liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control.

10 Notices

- 10.1 Any notice or similar communication (**Notices** and each a **Notice**) given or made under or in connection with the matters contemplated by the Contract shall be in writing, in English, and shall be delivered personally, or sent by email or pre-paid first class post or another next working day delivery service providing proof of postage (or pre-paid registered air mail providing proof of postage if posted to or from a place outside the United Kingdom) to the recipient party in accordance with Condition 10.2 or such other address as that party may specify by serving not less than 10 Business Days' Notice to the other party.
- 10.2 The details for service of Notices for each of the parties are:
- Aquis: Personal service and postal address: Floor 2, 63 Queen Victoria Street, EC4N 4UA
Email: aqsegregation@aqis.eu
- Issuer: Personal service and postal address: the Issuer's address set out in the Issuer Agreement (or if no address is set out in the Commercial Details, the Issuer's registered office or usual business address from time to time)]
- Email: any email address which the Issuer has used for the purpose of correspondence with Aquis in connection with the Contract.
- 10.3 Notices shall be deemed to have been received:
- 10.3.1 if delivered personally, at the time of delivery to the address;
- 10.3.2 if sent by first class post or another next working day delivery service providing proof of postage, at 9.00am on the second Business Day after the date of posting;
- 10.3.3 if sent by pre-paid registered airmail, at 9.00am on the fifth Business Day after posting; and
- 10.3.4 if sent by if sent by email, at the time of transmission (provided the sender has not received an automatic delivery failure message).
- 10.4 If in accordance with the above provisions, any Notice would otherwise be deemed to be given or made before 9.00am on a Business Day such notice shall be deemed to be given or made at 9.00am and if deemed to be given or made after 5.00pm on a Business Day or any time on a day that is not a Business Day such communication shall be deemed to be given at 9.00am on the next Business Day.
- 10.5 This Condition 9.1 does not apply to the service of any proceedings or other documents in any legal action or any arbitration or other method of dispute resolution.

11 Confidentiality

- 11.1 Each party shall keep in strict confidence, and use only for the purpose of performing the Contract, all confidential information concerning the other's business, assets, affairs, customers, clients, suppliers or products which a party may obtain.
- 11.2 Each party shall restrict disclosure of information of the nature described in Condition 11.1 to such of its employees, agents or sub-contractors as need to know the same for the purpose of performing the Contract and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality and restrictions of use as bind that party.

12 General

- 12.1 Aquis may at any time assign, transfer, mortgage, charge, sub-contract, declare a trust over or deal in any other way with all or any one or more of its rights and obligations under this Contract.
- 12.2 The Contract does not constitute, establish or imply any partnership, joint venture, agency, employment or fiduciary relationship between the parties. The Issuer shall not have, nor represent that it has, any authority to make or enter into any commitments on Aquis's behalf or otherwise bind Aquis in any way.
- 12.3 The Contract, along with the Issuer Agreement, constitutes the entire agreement and understanding of the parties relating to its subject matter. Each party acknowledges and agrees that in entering into the Contract that it has not relied on, and shall have no remedy in respect of, any statement, representation, assurance, warranty or understanding made or given by or on behalf of the other (whether innocently or negligently) which is not expressly set out in the Contract. Neither party shall have any claim for innocent or negligent misrepresentation based upon any statement, representation, assurance or warranty in the Contract.
- 12.4 The rights, powers and remedies provided under these Conditions in favour of Aquis are in addition to, and not exclusive of, any rights, powers or remedies provided by law. Any right, power or remedy expressly included in any provision of these Conditions (or the exercise of it) shall not be considered as limiting Aquis's rights, powers or remedies under any other provision of these Conditions (or the exercise of any one or more of them).
- 12.5 If any part of these Conditions is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability shall not affect the other provisions of these Conditions, which shall remain in full force and effect.
- 12.6 No term of the Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 or otherwise by any person who is not a party to the Contract.
- 12.7 No failure or delay by Aquis to exercise any power, right or remedy (**Right**) under this Contract or law shall be a waiver of that or any other Right and shall not prevent or restrict further exercise of that that Right. No single or partial exercise or any Right shall prevent or restrict further exercise of it or any other Right.
- 12.8 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with the law of England and the parties irrevocably agree that the courts of England and Wales shall have non-exclusive jurisdiction to settle any such matter.

ENGAGEMENT LETTER**PRIVATE AND CONFIDENTIAL**[]
[]1 Bow Churchyard
London
EC4M 9DQ

DX 36 London

T 03700 863 000

oliver.pilkington@shoosmiths.com
T 0207 282 4073DocID 117283662\1
Date 3 February 2026

Dear []

Aquis Support Services - Working with Shoosmiths LLP

Thank you for choosing Aquis Support Services. Shoosmiths is the law firm which provides the Aquis Support Services and we are delighted to have this opportunity to work with you.

This letter covers the formalities of how we propose to work with you now and in the future. Further information on how we work with our clients is provided in the attached document – “Working with Shoosmiths” which also sets out our general terms of business. We are happy to talk through these terms with you if you would like to do so.

If there is any conflict between the “Working with Shoosmiths” documents and this letter, the terms of the letter will take priority.

Please read this letter and the “Working with Shoosmiths” document and once you are satisfied with our proposal, please sign, date and return a copy of this letter. If you do not return a signed copy of the letter but you continue to work with us, then we will assume that you are in agreement with our terms.

Identity of our client

To ensure complete clarity, we regard [] [plc] (**you** or the **Company**) as our client and accept no responsibility to any other person or organisation in relation to advice given.

In providing the Aquis Support Services to you we are not acting for Aquis Stock Exchange Limited (**Aquis**) or any other member of its group. However, you acknowledge and accept that we may be required to disclose information and deliver documents relating to the Company to the FCA, Aquis (in respect of its regulatory activities) and other governmental or regulatory bodies. You expressly authorise any such disclosure or delivery provided that, to the extent allowed, we will provide you with advance notice of any such obligations to disclose information. You should not regard any information you share with us, or any of the advice we give you to be protected by legal professional privilege.

Client due diligence

Current Money Laundering Regulations require us to obtain evidence of identification for all new clients before we can begin any work. We will contact you separately with details of the information we require.

Scope of work

Our role will be to provide you with the Aquis Support Services described in Schedule 1 to this letter as and when you may require them during the period commencing on the date of this letter and ending at 23.59 on the day immediately preceding the first anniversary of the date of this letter (the **Initial Annual Term**).

We may continue to provide the Aquis Support Services for further annual terms following the expiry of the Initial Annual Term subject to you first having paid the agreed fee to Aquis in respect of any such further annual term.

To enable us to carry out the duties described in Schedule 1, you agree to undertake the matters set out in Schedule 2.

In certain circumstances it may be reasonable for us to stop acting for you, for example, you do not accept our advice or fail to adhere to the undertakings at Schedule 2 of this letter, compromising our ability to deliver the service to you or potentially impairing the reputation and integrity of the markets operated by Aquis. We will give you reasonable notice if we intend to suspend, or stop acting for you.

We will stop acting for you if so directed by Aquis if the agreement between you and Aquis relating to the provision of Aquis Support Services is terminated in accordance with its terms.

In the event you are required to appoint an Aquis Corporate Adviser in accordance with the Aquis Growth Markets Rules, our engagement for the provision of the Aquis Support Services will also end, however, we may continue to provide you with Out-of-Scope Work (as defined below) if so engaged.

Who will do the work?

Oliver Pilkington will be your client partner and will be responsible for ensuring that we do what we say we will do for you and to the appropriate standard. You are welcome to speak to Oliver at any time should you have any concerns about the work we are carrying out for you.

In providing the Aquis Support Services Oliver will be assisted by the core members of Shoosmiths equity capital markets team (Nick McCarthy, Ian Lawton and Daniela Munro) as well as other team members (including paralegals and trainee solicitors) as appropriate.

We will ensure that you are advised who will be carrying out your work on a case-by-case basis.

Fees

Aquis will charge you an annual fee for the Aquis Support Services (**Annual Fee**) and our fees for providing these services will be paid to us by Aquis, subject to the fair use policy further described below. Subject to the following paragraphs, we therefore do not expect to invoice you directly for the Aquis Support Services we provide. We shall not be required to provide any Aquis Support Services to you until you have paid the agreed fee to Aquis and our fee in respect of our engagement by you has been settled by Aquis. Please note that the fees paid by Aquis to us for providing these services to you are subject to a fair use policy.

We anticipate fair use would not exceed 65 hours spent by members of Shoosmiths during the Initial Annual Term or any subsequent annual term (**Fair Use Limit**). If it appears at any stage that the Fair Use Limit is likely to be exceeded, we will contact you to explain why (where relevant) and discuss with you how you wish us to proceed. Shoosmiths would expect to charge for any additional time required over and above the Fair Use Limit at the reduced blended rate agreed with Aquis which applies at the relevant time. On the date hereof that blended rate (which applies to all legal advisers in the Shoosmiths team, regardless of seniority) is £300 per hour, but this rate is subject to an annual review.

It is important to note that this arrangement is limited to the Aquis Support Services only. It may be that you will require legal advice outside the scope of the Aquis Support Services (for example in connection with a fundraising or other transaction) (**Out-of-Scope Work**), in which case we would be delighted to provide the required advice. In such circumstances we would expect to provide you with a separate fee quote for the relevant work in the usual way and that any such fee quote would be based on our standard hourly rates which are set out below. If instructed to proceed with any Out-of-Scope Work we will ordinarily sent you a separte engagement letter in resepct of it.

Our current standard hourly rates are as follows:

Partner	£730
Legal Director	£680
Consultant	£630
Principal Associate	£580
Senior Associate	£510
Associate	£430-£495
Trainee Solicitor	£250
Professional Support Lawyer	£495
Paralegal	£225
Legal Executive	£350
Legal Assistant	£250

All rates and fees set out are stated exclusive of VAT. Our standard hourly rates may be reviewed from time to time.

In the event that we are instructed to carry on work in addition to the Fair Use Limit and/or carry out any Out-of-Scope Work, the cost of this will not be covered by the fee paid to Aquis and we will issue separate invoices direct to you in respect of the relevant work. Ordinarily we will expect to issue any such invoices on a monthly basis but we will be happy to discuss transactional invoicing where appropriate.

Disbursements

Whilst we do not currently envisge this being necessary in connection with the provision of Aquis Support Services, depending on how matters progress, we may need to ask you for a payment on account to any significant disbursements.

Disbursements are not covered by the Annual Fee so if we do incur any disbursements on your behalf we will issue a disbursements-only invoices to you and any such invoice(s) will be payable immediately.

Our liability

We have carried out an assessment of the risks in completing this work for you compared to the fee agreed or likely to be incurred. Our liability to you shall be limited to £3 million on the same basis as set out in the terms contained in the "Working with Shoosmiths" document a copy of which has been sent to you previously.

Finally

This letter, together with the terms set out in our “Working with Shoosmiths” is a formal document and should be retained for future reference. We would like to thank you again for your business and we look forward to working with you.

Yours sincerely

Shoosmiths LLP

Enc.

1 “Working with Shoosmiths”

We accept the above terms and the general terms of business as set out in “Working with Shoosmiths” enclosed with this letter.

.....

Signature

.....

Date

.....

Name

For and on behalf of [] [plc]

SCHEDULE 1

Aquis Support Services

	Service
1.	Provision of guidance and advice to the Company on the Aquis Growth Market Rules and other regulations applicable to a company admitted to the Aquis Growth Market. <i>(Note: To focus on the rights and obligations attached to the company's shares / other securities to be admitted to trading on the Aquis Growth Market. Applies to companies with securities already admitted to trading on the Aquis Growth Market - not intended to be a full due diligence exercise on an issuer to establish suitability for initial admission.)</i>
2.	Liaising with Aquis Regulation in relation to any request for the suspension, restoration or withdrawal of the Company's securities, or admission of new securities of the same class already admitted to trading.
3.	Liaising with the Company (and Aquis Regulation where necessary) to ensure that the Company is able to meet its financial reporting timetable, aware of the timetable for periodic announcements, such as interim and full-year financial results, and the closed periods relating to that timetable.
4.	Reviewing regulatory announcements for compliance with Rule 4.2 of the Aquis Growth Market Rules, that is, announcements are not misleading, false or deceptive and do not omit anything likely to affect the import of the information. <i>(Note: Shoosmiths would envisage this involving making sure the directors are aware of their obligations in this regard and that any such announcement is compliant based on our understanding of the facts and contains the usual rubric. This would not include any formal verification to be carried out by Shoosmiths, but may require the Company to provide supporting verification notes and documents.)</i>
5.	Ensuring that satisfactory guidance and advice is provided to the directors to ensure proper understanding of their responsibilities under the Aquis Growth Market Rules or otherwise, including directors' responsibilities, applicable company legislation, Prospectus Rules, Disclosure and Transparency Rules, Takeover Code, applicable financial crime, market abuse regulations, anti-money laundering, anti-bribery and corruption legislation. <i>(Note: Shoosmiths envisage providing a written memorandum of director duties and answering any questions arising from it from time to time.)</i>
6.	Liaising with Aquis Regulation as soon as practicable in relation to: • any enquiries in relation to any unusual movements in the price of the Company's securities; • any information previously provided to Aquis Regulation which has come to the Company's attention as being incorrect or incomplete or otherwise misleading; • a belief that the Company has breached the Aquis Growth Market Rules; and • any belief that the Company is no longer suitable to retain its trading facility. <i>(Note: Shoosmiths' advice in relation to any breach or alleged breach of any relevant laws or Aquis rules would be limited to initial assessment, initial discussions and any immediate actions. Inevitably, depending on the circumstances, such events could require quite significant legal input which would not be within the scope of work envisaged here.)</i>

SCHEDULE 2

In order to facilitate the provision of the Aquis Support Services by Shoosmiths, you undertake the following:

- a) to provide to Shoosmiths all information in your possession concerning the business and affairs of the Company and its subsidiaries which is relevant to Shoosmiths for the provision of the Aquis Support Services and to provide, or use reasonable endeavours to obtain if it is not in your possession, all such other information as Shoosmiths may reasonably request;
- b) to use all reasonable endeavours to ensure that, in all material respects, all information provided to Shoosmiths by you on your behalf shall be true and accurate, will not be misleading and will not contain any material omissions and, if anything occurs within a reasonable time after any such information is provided to render such information untrue, unfair or misleading in any material respect, you will immediately notify Shoosmiths;
- c) to notify Shoosmiths without delay of any information which is or may be required to be announced via a regulated information services pursuant to the rules of the Aquis Growth Market and/or other law or regulations, including the Market Abuse Regulation;¹
- d) before making any announcement of the kind required by the Aquis Growth Market Rules and/or the Market Abuse Regulation or any other regulatory requirement, to consult with Shoosmiths as early as possible and take account of the representations of Shoosmiths as to the content of such announcements;
- e) to use best endeavours to comply with all obligations which from time to time apply to issuers under the Aquis Growth Market Rules and to use best endeavours to procure such compliance by the Company's directors;
- f) to comply with all proper and reasonable directions given by Shoosmiths in relation to the Aquis Growth Market Rules;
- g) to give advance notice to, and/or discuss in advance with, Shoosmiths as soon as possible any of the following:
 - a. any proposal to request the suspension, restoration or withdrawal of the Company's securities, or admission of new securities of the same class already admitted to trading;
 - b. any proposal to delay the disclosure of inside information (as provided for by article 17.4 of the Market Abuse Regulation);
 - c. any dealings or proposed dealings in the Company's securities by persons discharging management responsibility (as defined in the Market Abuse Regulation and detailed in the memorandum of directors' duties provided to you by Shoosmiths as part of this engagement);
 - d. any intended payments of dividends or other capital distributions;

¹ the UK version of Regulation (EU) No 596/2014 of the European Parliament and of the Council of 16 April 2014 on market abuse (market abuse regulation) and repealing Directive 2003/6/EC of the European Parliament and of the Council and Commission Directives 2003/124/EC, 2003/125/EC and 2004/72/EC, which is part of UK law by virtue of the European Union (Withdrawal) Act 2018

- e. any anticipated delay in the completion and announcement of the Company's annual or half-yearly financial report;
- f. any unusual movements in the price of the Company's securities;
- g. any information that has previously been provided to Aquis Regulation which has come to the Company's attention as being incorrect or incomplete or otherwise misleading; and
- h. any concern or belief that the Company may have breached the Aquis Growth Market Rules or other laws or regulation applicable to the Company; and
- i. any belief that the Company is no longer suitable to retain its trading facility on the Aquis Growth Market.