

## 1. BACKGROUND

- 1.1 This document (the "**Participation Agreement**") sets out obligations on the Participant and procedures used by King & Shaxson Limited in its capacity as operator of the Dowgate multilateral trading facility ("**MTF**") that trades under the name of Dowgate. All references to Dowgate in this Participation Agreement are to King & Shaxson Limited in its capacity as MTF operator.
- 1.2 This Participation Agreement supplements the Dowgate Rulebook (the "**Rulebook**") and any other relevant or associated protocol or trading rules that Dowgate may from time to time notify the Participant of.
- 1.3 To the extent that there is any conflict or inconsistency between this Participation Agreement and the Rulebook, the Rulebook shall apply.
- 1.4 Information contained in this Participation Agreement is subject to change at any time. For the latest updates, please refer to our website [www.dowgate.com](http://www.dowgate.com) (the "**Website**").
- 1.5 Terms defined in the Rulebook shall have the same meaning in this Participation Agreement (unless the context requires otherwise).

## 2. HOW DOWGATE WORKS

- 2.1 Dowgate is authorised and regulated by the Financial Conduct Authority ("**FCA**"), inter alia, to act as an operator of an MTF. In this respect, Dowgate operates an MTF for the trading of non-equity instruments (subject to the provisions set out in the Rulebook).
- 2.2 From time to time, Dowgate may offer additional related services, which will be notified to Participants (collectively, with the operation of the MTF, the "**Services**").

## 3. CONTINUING OBLIGATIONS

- 3.1 Participants are responsible for ensuring that, at all times, their directors, officers, employees and agents having access to the Dowgate (i.e. Users) have adequate experience, knowledge and competency to transact business on and through Dowgate and provide them with adequate training.

## 4. TERM AND TERMINATION

- 4.1 The provision of the Services shall commence on the date notified to the Participant and, subject to earlier termination in accordance with the terms of this Participation Agreement shall continue until this Participation Agreement is terminated. Subject to clause 4.2, any parts of the Services can only be terminated in each case by not less than 15 days written notice given by one party to the other.
- 4.2 Dowgate may immediately terminate the Services, or any portion thereof by notice if it determines that the Participant:
  - (a) commits a material breach (including persistent breaches which cumulatively constitute a material breach) of any of the terms of this Participation Agreement, Rulebook or associated documents and, if such breach is capable of remedy, fails to remedy the breach within ten (10) days of receiving written notice specifying the breach and requiring the breach to be remedied;
  - (b) becomes or is deemed insolvent, or has a receiver, administrative receiver, administrator or manager appointed of the whole or any part of its assets or

business; or takes or suffers any similar or analogous procedure or is unable to pay its debts as they fall due;

- (c) is engaged in activities that Dowgate reasonably determines to, or be likely to, be detrimental to the business of Dowgate; and/or
- (d) in Dowgate's sole discretion, poses a credit risk to Dowgate or has undergone a material change in business or financial condition that could affect the Participant's ability to settle a trade.

4.3 In the event that Dowgate is to cease trading, Dowgate will issue a general notice via the Website and by email to the Participant and this Participation Agreement will terminate at the time and on the date specified in such notice.

4.4 The provisions in clauses 11,12,18,19,21,22,23,24,25,26 and 27 of this Participation Agreement shall survive the termination of this Participation Agreement.

## 5. **TRADE POLICY**

5.1 The Participant has read and agrees to the Rulebook. Dowgate reserves the right, in its sole discretion, and without prior notice to the Participant, to reject, cancel or refuse to display or execute any order in accordance with the Rulebook.

## 6. **NOTIFICATIONS**

6.1 All notifications by Participants to Dowgate (required by the Rulebook) should be made no later than the timing specified (or required by Dowgate) and, where possible, in advance of an event triggering a notification and in the case of significant changes to the status or nature of a Participant (such as a change of ownership or control) at least five working days prior to the effective date of change.

Notifications should be made to Dowgate, King & Shaxson Limited, 6<sup>th</sup> floor, 120 Cannon Street, London, UK, EC4N 6AS by mail.

## 7. **CONFIRMATIONS**

7.1 Dowgate will confirm transactions executed once such have been notified to Dowgate and are within Dowgate's rules. The price, quantity and the nature of the transaction (buy or sell) will be confirmed after submission of the transaction to Dowgate.

7.2 Any discrepancy between the confirmation provided and the Participants expected transaction details should be immediately reported to Dowgate by emailing [operations@kasl.co.uk](mailto:operations@kasl.co.uk).

## 8. **COMPLIANCE**

8.1 Each Participant shall supervise persons (including Users) associated with it to ensure its compliance with the Rulebook and relevant Applicable Law.

## 9. **SUSPENSION, TERMINATION AND RESTRICTION**

9.1 Notice of suspension, termination or the restriction of a Participant's rights under the Rulebook shall be made by telephone or email and confirmed by letter or fax.

9.2 Dowgate is under no obligation to notify a Participant before suspending the Participant or restricting the Participant's right to place orders or receive information from a Dowgate MTF.

**10. INTERRUPTION OF SERVICES**

- 10.1 Dowgate will take all reasonable steps to provide and maintain the services. However, the Participant acknowledges that access to the Services may from time to time be unavailable, delayed, limited or slowed due to, without limit, hardware failure, software failure, interruption of power supplies, maintenance, governmental or regulatory restrictions, exchange rulings, court or tribunal orders or other human intervention; or any other cause (whether similar or dissimilar to any of the foregoing) whatsoever beyond Dowgate's control.
- 10.2 Subject to Clause 10.1:
- (a) no responsibility is accepted by or on behalf of Dowgate for: (i) any errors, omissions, unavailability, delay or inaccuracies in the Services, whether or not due, in whole or in part, to human error, including any loss of connectivity or any other failures of the Services; (ii) any losses arising from a failure of the systems and controls of the Participant; or (iii) any errors, delays or interruption in the transmission of orders or transactions to the Services; and
  - (b) Dowgate accepts no liability for the results of any acts or omissions taken on the basis of the Services.
- 10.3 Without prejudice to its other rights and remedies hereunder, should the Participant breach any provision of this Participation Agreement or the Rulebook which would entitle Dowgate to terminate the Participation Agreement, or act in any way, which materially impacts on the integrity of the Services, Dowgate shall have the right to suspend or restrict the Participant's access to the Services for so long as the Participant remains in breach or until the Participant has remedied such breach to Dowgate's reasonable satisfaction or to terminate the s access to the Services.

**11. RECORD RETENTION**

- 11.1 Participants shall maintain for a period of 5 (five) years in a legible format (or any greater period of time specified by Dowgate or applicable law) and make available to Dowgate on demand all and any information in the possession or under the custody and control of the Participant relating to its activity undertaken under the Rulebook, and the settlement of any resultant transaction.

**12. DATA**

- 12.1 The Participant acknowledges and agrees that:
- (a) the Services and the data originating from the Dowgate MTF are proprietary and confidential to Dowgate or to any applicable third party service provider; and
  - (b) to the extent it owns any rights to the same, any and all rights, titles, interests in the data transmitted to the Dowgate MTF under the Participant's membership or through the Participant's connection to the Dowgate MTF are assigned to Dowgate on and from creation.
- 12.2 The Participant is aware that Dowgate may disclose information to the FCA (or to any regulator having jurisdiction over Dowgate entitled to require and requiring such disclosure) or otherwise in accordance with Applicable Law.

**DATA PROTECTION**

- 12.3 Both parties shall ensure that their employees and agents (including the users) observe the requirements of the Data Protection Act 1998 (the "**Act**") and any amendments or revisions thereto and all subordinate legislation in the performance of their obligations under this Participation Agreement and shall comply with any request made or direction given by the other which is directly due to the requirements of such.
- 12.4 For the purposes of the Act, the information provided pursuant to this Participation Agreement will be used by Dowgate for the purposes of providing the Participant with products, services and data pursuant to the Participation Agreement and Dowgate MTF and to perform its business activities. The Participant acknowledges and agrees that Dowgate may disclose the Participant's data, including personal data and sensitive personal data (as defined under the Act to third party organisations for the purpose of providing products, services and data to the Participant or performing its business activities. The Participant explicitly consents to the data being exported to a location outside the European Economic Area including to third parties.

**13. COMPLAINTS**

- 13.1 In the event that a Participant has any complaint against or is not satisfied with the service provided by Dowgate or the operation of the MTF, such complaints to be made to: [compliance@kasl.co.uk](mailto:compliance@kasl.co.uk).

**14. ELIGIBLE SECURITIES**

- 14.1 Dowgate will notify Participants of details of eligible securities from time to time and will display a list of eligible securities on the website.
- 14.2 Participants will be permitted to trade in all securities for which they have valid clearing arrangements, as set out in the Rulebook.

**15. WARRANTIES**

- 15.1 Each party represents and warrants to the other on a continuing basis that:
- (a) it has full authority to enter into this Participation Agreement;
  - (b) it complies with all applicable laws, rules and regulations; and
  - (c) it has all rights and licences required to enter into this Participation Agreement and perform its obligations under this Participation Agreement.

**16. TECHNICAL REQUIREMENTS**

- 16.1 Participants are responsible for arranging connectivity and for complying with the requirements as specified by Dowgate from time to time, in relation to technical connectivity.

**17. LIABILITY**

- 17.1 To the fullest extent permitted by applicable law, neither Dowgate nor any of our officers or affiliated companies shall be liable for any loss of any kind, whether direct or indirect howsoever suffered by you in connection with being a Participant or in any way using the services offered by Dowgate set out in this Participation Agreement, related Rulebook and any associated protocol, policy or document.

## 18. INDEMNITY

- 18.1 To the fullest extent permitted by law, Participants shall indemnify Dowgate its owners, subsidiaries, officers, directors, employees (together, the “**Indemnified Parties**”) against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses suffered or incurred by the Indemnified Parties arising out of or in connection with:
- (a) the Participant's breach or negligent performance or non-performance of this Participation Agreement or the Rulebook;
  - (b) the enforcement of this Participation Agreement or the Rulebook; and
  - (c) any claim made against the Indemnified Parties by a third party arising out of or in connection with the operation of the MTF, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance by the Participant, its employees, agents or subcontractors.

## 19. PARTICIPANT NOTICES AND AMENDMENTS TO THE RULEBOOK

- 19.1 Dowgate shall notify Participants from time to time relating to such matters as amendments to the Rulebook, notification of the addition or removal of securities traded on the Dowgate MTF, changes to arrangements for trading or any other matter relevant to the Rulebooks. Notifications will be displayed on the Website or emailed to Participants.

## 20. CONFIDENTIALITY

- 20.1 The Participant undertakes to Dowgate that it shall:
- (a) keep Confidential Information secret and confidential; and
  - (b) only make disclosure of the Confidential Information in accordance with clause 20.2. Any other disclosure can only be made with Dowgate's prior written consent.
- 20.2 The Participant may disclose information to the minimum extent required by:
- (a) any order of any court of competent jurisdiction or any regulatory, judicial, governmental or similar body or taxation authority of competent jurisdiction;
  - (b) the rules of any listing authority or stock exchange on which the Participant's shares are listed; or
  - (c) the laws or regulations of any country to which the Participant's or Dowgate's affairs are subject.
- 20.3 If the Participant is removed as a participant from the MTF, the obligations of the Participant shall continue for a period of 5 (five) years from the termination of the arrangements. The termination of this letter Participation Agreement shall not affect any accrued rights or remedies to which either party is entitled.
- 20.4 For the purposes of this Participation Agreement, Confidential Information shall mean information that is designated as confidential or which by its nature is clearly confidential or which the receiving party knows or should reasonably know is confidential. Confidential Information includes (but is not limited to) any information concerning the technology, technical processes, data, procedures, business affairs and finance of the relevant party.

**21. FORCE MAJEURE**

21.1 Neither party to this Participation Agreement shall be liable for its respective obligations under this Participation Agreement (other than failure to pay amounts when due) caused by an event that is manifestly beyond such party's control; provided that such party shall not have contributed in any way (whether by act or omission) to the occurrence of such an event.

**22. THIRD PARTIES**

22.1 The parties to this Participation Agreement expressly agree that a person who is not a party to this Participation Agreement shall not have the right to enforce any term or terms of this Participation Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

**23. NOTICES**

23.1 Any notice or other document required to be given under this Participation Agreement or any communication between the parties with respect to any of the provisions of this Participation Agreement shall be in writing in English and be deemed duly given if left at or sent by recorded delivery post to the address of the party receiving such notice or to such address, fax number or email address as notified between the parties for the purpose of this clause.

23.2 Any such notice or other communication shall be deemed to be given to and received by the addressee:

- (a) at the time the same is left at the address of or handed to a duly authorised representative of the party to be served;
- (b) by post on the day not being a Saturday, Sunday or public holiday in England 2 days following the date of posting if the parties are in the same country or 10 days following the date of posting if the parties are in different countries;
- (c) in the case of a fax or email transmission at the time of transmission if the sender has proof of transmission.

23.3 In proving the giving of a notice it shall be sufficient to prove that the notice was left, or that the envelope containing the notice was properly addressed and posted, or that the applicable means of transmission was addressed and despatched and despatch of the transmission was confirmed and/or acknowledged as the case may be.

23.4 In addition to the other provisions of this clause 23, Dowgate may give general notices regarding the Services (meaning those that are not specific to the Participant) by posting such notices on the Website or sending them as a standard email to all Participants. Any such notice shall be deemed to be given to and received by the Participant on the day not being a Saturday, Sunday or public holiday in England following the posting on the Website and electronic transmission of the notice.

23.5 It is the Participant's responsibility to ensure that Dowgate is at all times in possession of up-to-date contact details for the Participant, including the general email address(es) of the Participant and those of any relevant employee(s).

**24. FEES AND CHARGES**

24.1 Each Participant shall pay Dowgate all applicable fees, charges and costs. These will be set out in the Fee Schedule (as amended from time to time) displayed on the Website.

24.2 Any applicable fees, charges and costs imposed by Dowgate may also be subject to UK Value Added Tax or any other applicable taxes which each Participant shall also pay.

24.3 Dowgate reserves the right to charge interest on any amount due to Dowgate from the date on which payment was due to the date of actual receipt at such rate or rates as Dowgate may specify from time to time in the Fee Schedule.

25. **SEVERABILITY, PARTICIPATION AGREEMENT AND AMENDMENTS**

25.1 If any provision of this Participation Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Participation Agreement which shall remain in full force and effect. If any provision of this Participation Agreement is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.

25.2 This Participation Agreement and the documents referred to herein constitute the entire Participation Agreement and understanding between the parties with respect to the subject matter hereof and supersedes any prior agreement, understanding or arrangement between the parties, whether oral or in writing. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to this Participation Agreement except as expressly stated in this Participation Agreement.

25.3 Dowgate reserves the right, at its discretion, to make changes to any of the terms of the Participation Agreement at any time, in accordance with the provisions of this clause 26.3. Should the terms of the Participation Agreement be amended, Dowgate will publish details of the amendments on the Website and by email.

26. **GOVERNING LAW**

26.1 This Participation Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance the terms set out in the Dowgate Rulebook.