

JP Jenkins' Venue Rules

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Introduction

This document outlines the Venue Rules and guidelines for accessing and utilising the services provided on the JP Jenkins website at www.JPJenkins.com (**the “Venue”**). These rules apply to firms seeking admission to use the Venue to issue shares (**“Issuers”**) and Brokers registered with JP Jenkins (**“Approved Intermediaries”**).

JP Jenkins will conduct an annual review of the Venue Rules, and participants will be notified of any proposed changes beforehand. In rare instances where the Financial Conduct Authority (**FCA**), or another legal entity, imposes changes, participants will be promptly informed. Any violation of the Venue Rules may result in temporary suspension or termination of the participant's Venue access unless the breach is deemed non-intentional or due to a lack of timely notification of changes.

If you have any questions regarding the Venue Rules or the admission process, please contact info@JPJenkins.com

It is important to note that JP Jenkins is not regulated as a Recognised Investment Exchange (**RIE**), recognised clearing house, regulated market, or multilateral trading facility under the Markets and Financial Instruments Directive. The shares available on the Venue are not publicly listed securities.

JP Jenkins is an appointed representative of Prosper Capital LLP (FRN 453007), which is authorised and regulated by the Financial Conduct Authority.

Risk warnings

JP Jenkins and Prosper do not guarantee the accuracy of any information provided by companies on the JP Jenkins Venue. It is the obligation of Approved Intermediaries, investors, and Venue users to carry out their own due diligence before making any investment decisions. JP Jenkins does not offer investment advice or endorse the veracity, precision, or comprehensiveness of any information accessible on the Venue.

The JP Jenkins Venue data is sourced from the companies and issuers transacting on the platform, but JP Jenkins and Prosper do not confirm its accuracy. The companies and their directors are entirely accountable for the information they furnish, as evidenced by a signed Statement of Truth. JP Jenkins and Prosper cannot be held liable for any inaccuracies in the information provided.

It is imperative to note that investors, Approved Intermediaries, and Venue users are advised to perform their due diligence on issuers before making any investment decisions, as JP Jenkins does not offer investment advice.

Investing in unlisted securities carries a high degree of risk, and you may not have protection in case of any adverse outcome. Only invest if you are fully prepared to lose the entire amount invested.

1. General Venue Rules for all Participants.

1.1. The standard operating hours (**Issuer Trading Window**) of JP Jenkins Venue are from 07:30 am to 04:30 pm (GMT, adjusted for daylight saving time). This is the designated standard time frame during which limit orders ("**Orders**") and price requests ("**PR**") will be accepted and processed by the Venue. However, this can be altered (see section 7.2).

1.2. The Issuer Trading Window is the designated period during which specific Issuers may take actions related to Orders and PRs.

1.3. Orders and PRs will only be executed during an open Issuer Trading Window for the respective security, and participants will be informed of the Trading Window times.

1.4. JP Jenkins does not influence stock prices. Issuers establish prices for new securities issues, and buyers and sellers determine their buying and selling prices through Orders and PRs.

1.5. JP Jenkins does not participate as an Issuer. All transactions are conducted between Issuers and Approved Intermediaries or between Approved Intermediaries directly.

1.6. A separate and independent entity or entity provides clearing and custody services.

1.7. All transactions are settled on a T2 basis, and venue circuit breakers are set to a default 5% deviation (unless change agreed with issuer) from the previous trading day's closing price.

Rules applying to Participant Companies - Issuers

2. Statement of Principles

2.1 The JP Jenkins Admission Committee ("**The Committee**") demands that all Issuers admitted to JP Jenkins adhere to the following principles established to safeguard the interests of current and future shareholders. These principles serve as the primary guidelines for JP Jenkins-admitted Issuers:

2.1.1. Maintain an open and professional relationship with JP Jenkins;

2.1.2. Directors must exhibit a high standard of ethical conduct;

2.1.3. Provide JP Jenkins with complete and accurate information about the Issuer and its business promptly

2.1.4. Disclose all price-sensitive information to JP Jenkins promptly for publication to keep investors informed;

2.1.5. Familiarise and comply with the terms of the Venue Rules, which may be amended from time to time;

2.1.6. Implement high standards of corporate governance and ensure that the Issuer's governance procedures are appropriate for its size and nature of business, with appropriate committees in place to support Board decisions; and

2.1.7. Comply with all relevant legal and regulatory requirements at the time of admission and, after that, concerning the Issuer's securities on JP Jenkins.

3. Legal Advisor(s)

3.1. The appointment of a Legal Advisor(s) (“**Advisor(s)**”) is optional and will depend on the internal qualifications and experience of the applicant. However, it is recommended that applicants consider retaining a qualified Advisor(s) to support them throughout the admission process and provide guidance on their obligations once admitted.

3.2. For your convenience, we can provide you with a list of JP Jenkins-approved Advisors. Please note that Advisors must comply with the JP Jenkins Venue Rules.

3.3. The Advisor(s) may also apply for membership and new issuance on behalf of the Issuer.

3.4. If an Advisor is a primary point of contact for the admission process, issuers should inform JP Jenkins of any changes to their status as an Advisor.

4. Admission requirements for access to the Venue

4.1. To be eligible for admission to the Venue, an Issuer must meet the standards set by the Admission Committee. At the time of application, the Issuer must demonstrate that:

4.1.1. It has a minimum of two years of financial records that have been made up by nine months before either the date of admission to JP Jenkins:

4.1.1.1. The company accounts must be audited or, if that is not possible at the time of admission, the Issuer must agree to confirm that the accounts will be audited as soon as possible;

4.1.2. It can demonstrate that its securities are freely transferable upon admission to JP Jenkins; and

4.1.3. It provides evidence that its directors possess the relevant experience and capacity to conduct the business of the Issuer as a member of JP Jenkins and that a suitably qualified individual is in charge of the Issuer's finance function.

4.2. Companies aspiring to become issuers of the Venue must comply with the JP Jenkins Onboarding process, as outlined in section 6.

4.3. During the admission process, the Admission Committee may request further information and clarification from the Issuer, their Advisors, or regulators to determine its suitability for admission as an issuer of the Venue.

4.4. There is no guarantee that a subsequent admission will be successful.

5. Disclosures and transparency

5.1. If the Issuer, its directors, or Advisors become aware that any information submitted during the admission process is no longer accurate or complete, they must immediately notify JP Jenkins (info@JPJenkins.com). The Committee will then determine if the admission can proceed and if any conditions should be attached to the Issuer's membership;

5.2. Becoming a member of the Venue does not guarantee approval for the admission of new shares by JP Jenkins, and the Admission Committee retains the right to refuse any Issuer's admission at any time;

5.3. The Fees payable to JP Jenkins will be outlined in a separate written agreement between the Issuer and JP Jenkins ("**The Service Agreement**");

5.4. Transactions and admission of securities will only occur once JP Jenkins receives full payment of the outstanding fees. The Committee reserves the right to suspend the Issuer's securities if fees are not paid; and

5.5. The Issuer should disclose any bankruptcies, sequestrations, criminal and judicial proceedings involving their directors must be disclosed, along with any other relevant information.

6. Onboarding Procedure

6.1 Companies aspiring to become issuers of the Venue must comply with the JP Jenkins onboarding process. For the submission of requisite documents, JP Jenkins can furnish a dedicated solution such as a data room upon request. The directors of the company will be required to do the following:

6.1.1. Complete the JP Jenkins admission form accurately;

6.1.2. Acknowledge having read and fully understood these Venue Rules;

6.1.3. Certain companies may wish to sign a Mutual Confidentiality Agreement (MCA) for the validation of financials, or upon the company's own request. The necessity for an MCA is contingent on the specific situation and subject to mutual agreement between both parties;

6.1.4. Sign the relevant Service Agreement as outlined in section 5.3 of these rules;

6.1.5. Submit accounts from the last two years or since incorporation, and an auditor's report, if available;

6.1.6. Agree to undergo necessary AML and KYC checks on all directors before onboarding;

6.1.7. Provide the contact details and names of investors holding 20% or more of the company;

6.1.8. Submit the company's certificate of incorporation;

6.2. Admission to JP Jenkins does not reflect an endorsement of an Issuer's suitability as an investment.

7. Venue's Principles

7.1. The Issuer will determine the reference price for securities on the Venue.

7.2. The Issuer can request customised specific elements of their presence on the Venue, subject to negotiation with JP Jenkins on appropriateness, such as:

7.2.1. The opening and closing times are flexible and can be determined by the issuer subject to the negotiation;

7.2.2. The minimum transaction size; and

7.2.3. The price movement threshold for circuit breakers.

7.3. JP Jenkins only provides services to Approved Intermediaries and does not conduct business with retail clients.

7.4. JP Jenkins reserves the right to reject any order that violates the Venue's rules or threatens the interests of the Issuer, Approved Intermediary or the Issuer's investors.

7.4.1. To prevent abuse of the Venue, automatic safeguards are in place, such as circuit breakers. Further details can be obtained upon request.

7.5. Investors must place orders electronically via an Approved Intermediary (**“Broker”**).

7.5.1. JP Jenkins only transacts with investment gateways regulated by the Financial Conduct Authority (**FCA**). Individual investors or retail clients considered sophisticated, high net worth, or any other retail-based classification must use a broker to make their investments.

7.6. Brokers may place buy or sell orders on behalf of their clients on the Venue, specifying the number of shares to buy or sell and the price at which they are prepared to trade. Buy orders and sell orders are then matched by the Venue on a first come first served basis such that a sell order will be matched up with the oldest matching buy order on the Venue. Likewise a buy order will be matched with the oldest matching sell order on the Venue on a full or partial fill basis. If there are two or more possible matching buy orders on the Venue at the same time, then the buy order with the highest offer price will be matched first with the sell order even if it is not the oldest matching buy order on the Venue. If there are two or more matching buy orders on the Venue at the same time at the same offer price then the buy orders will be matched in the order of the oldest to the newest. During trading hours, orders may be deleted or modified at any time. Modifying an order is equivalent to deleting and resubmitting the order, which results in the loss of time priority (i.e. the modified order goes back to the end of the queue).

7.7. The names of JP Jenkins' Intermediaries will be available on the JP Jenkins website unless otherwise requested. This information will include the firm's name, postal address, telephone number, and website address.

7.8. Approved Intermediaries manage client accounts, custody, and transaction reporting procedures.

8. Issuer obligations after joining JP Jenkins

8.1. The Issuer also agrees to:

8.1.1. Maintain accurate and up-to-date information on JP Jenkins, including but not limited to its financial information, corporate structure, and management details;

8.1.2. Regularly update JP Jenkins with any significant changes in its business operations, including but not limited to changes in its financial performance, leadership, or legal status;

8.1.3. Ensure that all disclosures and statements made on JP Jenkins are truthful, accurate, and complete and that they do not contain any false or misleading information;

8.1.4. Provide timely and appropriate disclosures to ensure JP Jenkins is always adequately informed of any matter that:

8.1.4.1 May result in a substantial movement in the price of those securities, or the case of debt securities, significantly affect the Issuer's ability to fulfil its obligations; or

8.1.4.2. Investors would reasonably require or expect to make an informed assessment of:

(a) The Issuer's assets and liabilities, financial position, profits and losses and prospects; and

(b) The rights attached to the Issuer's securities, are subject to exceptions that JP Jenkins may reasonably prescribe.

8.1.5. Promptly notify JP Jenkins of any suspected or actual breaches of applicable laws and regulations, including, but not limited to, Section 21 of the Financial Services and Venues Act 2000 (Financial Promotions) and FCA Rules; and take all necessary steps to rectify the situation; and

8.1.6. Notify JP Jenkins of all transactions by its directors in the Issuer's securities admitted to JP Jenkins within two business days of the transaction date, specifying the nature of the transaction; the number of securities or units involved, and the price per security or unit.

8.2. Companies must publish annual accounts prepared per the UK Generally Accepted Accounting Principles or International Accounting Standards no later than six months after the end of the financial period;

8.3. The Issuer must notify JP Jenkins in case of termination of their relationship with their Registrar and must have a new approved Registrar in place.

9. Suspensions and Termination

9.1. JP Jenkins or the Issuer may terminate their agreement and the admission of the Issuer's securities to JP Jenkins. The Issuer may also choose to voluntarily suspend their offer at any point during the Offer Period.

9.2. JP Jenkins is not responsible for any liability that may arise towards the Issuer, its approved Advisors or intermediaries, security holders, prospective investors, or any other parties.

9.3. JP Jenkins and its affiliates may disclose information within their possession under the following circumstances:

9.3.1. To assist with the investigation or prosecution of financial crimes or other offences;

9.3.2. To fulfil its regulatory duties, including information requested by the FCA or the initiation or defence of legal proceedings;

9.3.3. With the Issuer's consent, or as required by law; and

9.3.4. After providing reasonable notice to an Issuer who has failed to provide investors with the information they are entitled to receive under these Venue Rules.

10. Investigations, Sanctions and Discipline

10.1. JP Jenkins may take disciplinary action against an Issuer who breaches these Venue Rules.

10.2. The disciplinary sanctions that JP Jenkins may impose on an Issuer for violating the rules include:

10.2.1. Temporary or permanent suspension, pause or termination of the Issuer's securities from admission;

10.2.2. Publication of the fact that the Issuer has been sanctioned or withdrawn, along with the reasons for the action if appropriate and legally allowed; and

10.2.3. Termination of the Issuer's membership with JP Jenkins per the Service Agreement between the Issuer and JP Jenkins.

10.3. JP Jenkins may disclose information within its possession for the following purposes:

10.3.1. To assist with investigations or the prosecution of financial crimes or other offences;

10.3.2. To fulfil its regulatory obligations to the FCA or any other regulator or government body, including participating in legal proceedings; and

10.3.3. With the consent of the Issuer or their Advisor(s) or as required by law.

10.4. JP Jenkins may seek to recover costs and outstanding fees, including those that have arisen due to violations of the rules or any other legal or regulatory requirement:

10.4.1. The Issuer and their representatives accept responsibility for any reasonable and verifiable costs and contracted services for the remaining term of the Service Agreement.

11. Approved Intermediaries

11.1. Approved Intermediaries must consistently demonstrate to JP Jenkins that they meet the following standards:

11.1.1. They are fit and proper;

11.1.2. They are authorised and regulated by the FCA or an equivalent foreign regulator to deal in equities either on an agency or principal basis;

11.1.3. They have a sufficient level of expertise and competence in the types of activities they propose to conduct on the Venue;

11.1.4. Confirmation that they can fulfil their obligations and responsibilities under applicable laws or regulations in any country they operate in; and

11.1.5. Adequate internal systems and procedures for conducting activities on the Venue.

11.2. If an Approved Intermediary no longer meets the above criteria, JP Jenkins may revoke their approval status without notice. This revocation will not result in liability for the Approved Intermediary, their Issuers, securities holders, potential investors, or any other parties.

11.3. During the admission process, the Admission Committee may request additional information or conduct inquiries to determine the Approved Intermediary's suitability to act as an Approved Intermediary.