



**SHORE CAPITAL**  
CAPITAL MARKETS

9 August 2024

**Strictly private and confidential**

The Directors  
EARNZ PLC  
First Floor  
Holborn Gate  
330 Holborn  
London  
WC1V 7QT

For the attention of: Bob Holt

Dear Sirs/Madam

**Appointment as Nominated Adviser and Joint Broker**

This letter and the attached Schedule (together, the "**Agreement**") set out the basis on which Shore Capital and Corporate Limited ("**SCC**") and Shore Capital Stockbrokers Limited ("**SCS**") are to be appointed to act as nominated adviser and joint broker respectively to Earnz PLC (Company no. 10114644) (the "**Company**") as required by the AIM Rules for Companies of the London Stock Exchange plc ("**London Stock Exchange**") relating to the AIM Market of the London Stock Exchange ("**AIM**"), as amended from time to time (the "**AIM Rules**"), and the rules setting out the eligibility, ongoing obligations and certain disciplinary matters in relation to nominated advisers, as amended from time to time ("**AIM Rules for Nominated Advisers**").

SCC and SCS are authorised and regulated by the Financial Conduct Authority ("**FCA**") and the services to be provided under this Agreement are corporate finance services within the rules of the FCA. In this Agreement, references to 'the **Directors**' refer to the directors of the Company at any time and references to '**Shore Capital**' refer to SCC and / or SCS, as the context admits.

This letter and the terms herein will replace the engagement letter entered into between Shore Capital and the Company on 29 February 2024, such letter shall be terminated with effect on and from the date of this Agreement, save for any accrued rights or obligations that survive termination (including, without limitation, any accrued fees or expenses payable to Shore Capital).

**1. Appointment**

1.1 The Company hereby appoints SCC and SCS as nominated adviser and joint broker respectively (the "**Appointment**") with effect from the date of this Agreement and the Appointment shall continue for a minimum period of twelve months (the "**Initial Term**"). Provided that the Appointment is not terminated by Shore Capital prior to the expiry of the Initial Term, the Appointment shall continue thereafter, subject to paragraph 6, until terminated by the Company or Shore Capital giving to the other not less than three months' notice in writing, such notice to expire on or after the end of the Initial Term. For the avoidance of doubt, any written notice of termination given by the Company prior to the expiry of the Initial Term shall not effectively terminate this agreement before the Initial Term has expired. In the event that this Appointment is terminated then the balance of any fees payable under paragraph 3 below to the date of termination of the Appointment shall forthwith be payable by the Company.



## 2. Duties

- 2.1 Shore Capital shall act, and carry out under the terms of this letter all such duties and obligations as they may be required to carry out, as nominated adviser and joint broker to the Company pursuant to the AIM Rules, the AIM Rules for Nominated Advisers and the Rules of the London Stock Exchange and shall advise the Company in what Shore Capital perceives to be in the best interests of the Company and its shareholders, in the light of circumstances prevailing at the time at which such advice is given. In particular, SCC and/or SCS shall:
- a) maintain regular contact with the Company and ensure that it is available at all reasonable times to advise the Company as to compliance with the AIM Rules and guide the Company as to compliance with the UK version of Regulation (EU) No. 596/2014 which is part of UK law by virtue of the European Union (Withdrawal) Act 2018 ("**MAR**"), in conjunction with the Company's legal advisers, as the Directors and the Company may request from time to time;
  - b) advise the Company in relation to the requirement for and timing of any circulars, announcements, accounts or other financial information required to be released or published under the AIM Rules;
  - c) liaise with the London Stock Exchange on behalf of the Company;
  - d) liaise where necessary with the Company's other advisers;
  - e) use its reasonable endeavours to transact buy and sell orders in the Company's shares;
  - f) when appropriate, advise on and co-ordinate an appropriate investor liaison programme for the Company including assisting in the preparation of and attendance at presentations as necessary;
  - g) advise the Company on any changes to the Board of Directors that the Company proposes to make; and
  - h) generally fulfil the obligations of a Nominated Adviser as required by the AIM Rules for Nominated Advisers.
- 2.2 In addition to the services referred to in paragraph 2.1, SCS at a time to be determined in its sole discretion, shall prepare and publish research and/or market commentary on the Company (the "**Research Services**").
- 2.3 For the avoidance of doubt, the duties, and obligations of SCC and SCS hereunder shall be limited to those referred to in paragraphs 2.1 and 2.2 and SCC and SCS shall be free to provide such services to other third parties. In the event that either SCC and/or SCS is requested (and agrees) to perform additional services for the Company of a corporate finance nature or on a specific transaction such as an acquisition, disposal or financing including providing an opinion for the purposes of AIM Rule 13 (related party transactions), the parties shall agree separate terms and fees in relation to the provision of such services.
- 2.4 During the period of this Agreement, the Company will not engage (and will procure that no other company in the same group of companies as the Company engages) any other adviser (with the exception of brokerage services provided by its joint broker WH Ireland Limited) to provide corporate finance services (including fundraisings and equity issues) without the prior written consent of Shore



Capital (such consent not to be unreasonably withheld) and the Company warrants that any such existing arrangements have been terminated.

- 2.5 The Company agrees that, to the extent that it becomes the subject of a takeover or any analogous transaction during the term of the Engagement, it will appoint Shore Capital as joint broker in relation to the relevant transaction, and will provide Shore Capital with the opportunity to be appointed to act as its financial adviser (whether under Rule 3 of the Takeover Code or otherwise) in relation to that transaction. Nothing in this clause 2.5 shall be construed as a restriction on the Company, to the extent that such restriction is or would be prevented by or under the rules of the FCA.
- 2.6 The Company hereby confirms that the Appointment confers on Shore Capital all powers, authorities, and discretions on behalf of the Company as are reasonably necessary for, or reasonably incidental to the performance of, Shore Capital's obligations under this Agreement. The Company hereby agrees to ratify and confirm everything which Shore Capital reasonably and lawfully does in the proper exercise of the Appointment and such powers, authorities, and discretions.
- 2.7 If Shore Capital is asked by the Company to approve or to issue on its behalf any financial promotion (as defined in COBS 4 of the FCA Handbook), Shore Capital may require such modifications or amendments as it properly considers necessary and reserves the right (which it will exercise reasonably) to decline to approve or issue any material. In such circumstances, the Company and Shore Capital will agree a separate fee for such services.
- 2.8 Other than expressly set out in this Agreement or otherwise agreed in writing between the parties, Shore Capital shall not be under any obligation to:
- a) provide legal, accountancy, tax, regulatory or other technical or specialist advice or services, or services which would customarily be provided by any other adviser to the Company, in particular in relation to the interpretation of MAR;
  - b) provide advice on non-UK matters;
  - c) provide services as receiving bankers or registrars; or
  - d) provide any other advice or services other than as set out in paragraphs 2.1 and 2.2,
- unless Shore Capital has a duty to the Company, or the London Stock Exchange, under this Agreement, the AIM Rules, the AIM Rules for Nominated Advisers or the Rules of the London Stock Exchange to provide such advice and/or services to the Company and/or the Directors.
- 2.9 The parties acknowledge that Shore Capital is acting solely for the Company and no other person and shall not be responsible to anyone other than the Company for providing advice or services under this Agreement, subject to paragraph 2.10 below.
- 2.10 The Company acknowledges, in respect of Shore Capital's role as Nominated Adviser, that Shore Capital's responsibilities under the AIM Rules and the AIM Rules for Nominated Advisers are owed solely to the London Stock Exchange and if, at any time, a conflict arises between the responsibilities of Shore Capital to the Company and Shore Capital to the London Stock Exchange, Shore Capital shall be entitled to act so as to comply with its responsibilities to the London Stock Exchange without incurring any liability to the Company arising out of such action.



### 3. Fees

- 3.1 SCC shall charge the Company a fee of £90,000 per annum (plus VAT, if applicable) (or such other fee as the parties may from time to time agree) in respect of the services of SCC and SCS as detailed in paragraph 2.1 and a fee of £10,000 per annum (plus VAT, if applicable) in respect of the Research Services as detailed in paragraph 2.2 (together, the "**Fees**"). The Fees shall be increased annually thereafter in line with the percentage increase in the Retail Price Index in the preceding 12-month period.
- 3.2 The Fees shall be payable in cash quarterly in advance to commence from the date on which the Appointment (being, the date of this letter) shall take effect, which for the avoidance of doubt shall be the date of admission and re-admission of the Company's issued and to be issued share capital to trading on AIM following completion of the proposed acquisitions of Cosgrove & Drew Limited, The Logical Utilities Company Limited and South West Heating Services Limited and accompanying fundraising, and for the duration of the Appointment, subject to presentation of an appropriate VAT invoice. The Fees and any expenses payable to SCC shall be paid within 30 days of presentation of SCC's invoice. Interest may become payable on any amount of such fees and expenses that remain unpaid after the 30 day period at a rate of 2% above the base rate from time to time of the Bank of England.
- 3.3 The Fees do not cover any work or services other than those described in paragraphs 2.1 and 2.2. Shore Capital shall not be liable for any fees of any other adviser engaged by the Company, nor shall any fee payable to such advisers, either by the Company or any other person, reduce or otherwise affect any fee payable to Shore Capital. In the event that Shore Capital undertakes a future transaction with the Company, the parties shall enter into a separate agreement setting out the scope of Shore Capital's work and fee structure for Shore Capital's assistance in such transaction.
- 3.4 The Fees referred to in paragraph 3.1 also exclude any work undertaken by Shore Capital in relation to any investigation by the London Stock Exchange or other regulatory body, including but not limited to any breach or alleged breach of the AIM Rules, the Disclosure Guidance and Transparency Rules ("**DTRs**"), MAR or other regulation by the Company or any of the Directors. Any such work will be charged to the Company at a rate to be agreed and in default of agreement at an hourly rate of £500 (exclusive of VAT, if applicable) invoiced at such intervals as Shore Capital determines. Shore Capital may require advance payment of fees in respect of any such work.
- 3.5 Where this Agreement is terminated pursuant to the provisions contained herein, any fees payable under this paragraph 3 shall be calculated on a *pro rata* basis up to the date that the termination takes effect.
- 3.6 In addition to the fees referred to above, the Company shall reimburse Shore Capital's reasonable out-of-pocket expenses (such as travel, telephone, courier and other incidental expenses, including the fees of professional advisers) incurred in connection with its engagement under this Agreement, including the costs of any regulatory news service ("**RNS**") announcements released by Shore Capital on behalf of the Company and all fees and expenses payable to the London Stock Exchange, the FCA or any other exchange or regulatory body. Expenses shall be paid within 30 days of presentation of Shore Capital's invoice. Shore Capital shall seek the prior consent of the Company before incurring out-of-pocket expenses in excess of £1,000 in respect of a single occasion.

### 4. Compliance

- 4.1 The Company shall (and shall procure that each of the Directors shall) take all such steps, execute all such documents and provide all such information as is in their possession and as Shore Capital may reasonably require to comply with the requirements of the London Stock Exchange and the AIM Rules so as to ensure that the ordinary shares of the Company continue to be traded on AIM.



- 4.2 The Company undertakes to SCC that throughout the duration of the Agreement it shall (and shall procure that each of the Directors shall) comply on a timely basis with the provisions of the AIM Rules, the Companies Act 2006, MAR, the Financial Services and Markets Act 2000 ("FSMA"), the Financial Services Act 2012, the DTRs, the Prospectus Rules of the FCA, the code of dealings adopted by the Company and reviewed by Shore Capital ("**Securities Code**"), the Criminal Justice Act 1993, the Bribery Act 2010 and the City Code on Takeovers and Mergers (the "**City Code**"), if applicable and all other laws and regulations applicable from time to time to the Company and its activities. The Directors and the Company will procure that its affairs are at all times conducted in accordance with such provisions.
- 4.3 The Company undertakes to inform SCC upon becoming aware of any breach by the Company and/or Director of the AIM Rules, the Companies Act 2006, MAR, the Financial Services Act 2012, FSMA, the DTRs, the Prospectus Rules of the FCA, the Securities Code, the Criminal Justice Act 1993, the Bribery Act 2010 or the City Code, if applicable.
- 4.4 The Company shall (and shall procure that each of the Directors shall) provide such information in such form and within such time limits and take such other actions as Shore Capital may reasonably require to enable them properly to discharge their responsibilities as nominated adviser and joint broker under the AIM Rules and AIM Rules for Nominated Advisers. The Company shall ensure that such information is true, complete, and accurate in all material respects and is not misleading in any material respect. The Company shall notify Shore Capital immediately if it subsequently discovers that such information does not meet this standard. Without prejudice to the generality of the foregoing, if so, requested the Company shall deliver quarterly management accounts to SCC (in their usual form to include profit and loss and balance sheet) within 21 days from the end of each three-month period and a budget for each financial year of the Company within 30 days of the commencement of such financial year. The Company undertakes to notify Shore Capital immediately upon becoming aware that it is or may be the subject of or may be pursuing a corporate transaction (whether under the Takeover Code or otherwise).
- 4.5 The Company will procure that each of the Directors undertakes to the Company and SCC that the Directors will disclose to the Company all information which the Company requires in order to comply with AIM Rule 17 (and, to the extent relevant, AIM Rule 21) (so far as that information is known to the Director or could with reasonable diligence be ascertained by him), before the expiration of the period of two business days beginning with the day following that on which the existence of the interest to which the information relates comes to the Director's knowledge.
- 4.6 During such period as SCC or any member of its group may act as nominated adviser or joint broker to the Company, the Company shall (and shall procure that the Directors shall):
- a) ensure that sufficient systems, procedures, resources and controls are established and maintained in order to facilitate compliance by the Company with the AIM Rules and in order to enable it and its Directors to have a clear understanding of the circumstances in which the Company should seek the advice of SCC;
  - b) give to SCC notice of all meetings of the Board of Directors of the Company at the same time as such notice is given to the Directors, together with details of the business to be considered at such meetings and if SCC is of the opinion (acting in good faith) that its obligations as nominated adviser and/or broker so require, at SCC's request, convene a meeting of the Board of Directors of the Company as soon as reasonably practicable at which board meeting SCC shall have the right to attend and to address the Directors;
  - c) supply SCC forthwith upon request with complete and accurate copies of all papers and other information laid before board meetings and of all minutes of such meetings, save where the subject matter concerns the relationship between the Company and SCC and/or SCS;



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- d) if so requested by SCC, arrange a meeting between the Directors and SCC not less than seven business days nor more than 25 business days prior to the announcement of its interim and final results at which the Directors will provide SCC with a report on the financial and trading position of the group and if so requested by SCC provide to SCC prior to such meeting a copy of the latest management accounts in relation to the group;
- e) notify SCC promptly of any proposal to make any changes to the Board of Directors of the Company in order to allow SCC the appropriate time to comply with its obligations under the AIM Rules for Nominated Advisers to investigate and consider the suitability of a proposed new director (whether proposed as an executive or non-executive appointment) and/or consider the effect of the proposed change on the effect of the board of the Company as a whole;
- f) ensure that it conducts an assessment of any information received to determine whether such information is inside information, as set out in Article 7 of MAR, recording the reasons for its decision, treats such information accordingly and if inside information, notifies SCC accordingly including discussing with SCC in advance, any instance in which the Company considers that it will delay the disclosure of inside information to the public in order to ensure its compliance with AIM Rule 11 and Article 17 of MAR;
- g) notify SCC in advance of and discuss with SCC any announcement of profits or losses or dividends in respect of any reporting period and will discuss with SCC any other information which is likely to affect the general character or nature of the business of the group or may be necessary to be disclosed to the public in order to enable shareholders and the public to appraise the position of the Company and to avoid the existence of a false market in securities of the Company;
- h) forward to SCC for perusal and approval (such approval not to be unreasonably withheld or delayed) before their issue in final form all proofs of all RNS announcements, circulars to shareholders (including without limitation notices of meetings, forms of proxy and the Directors' report and annual accounts), press announcements and documents relating to takeovers, mergers, share issues, re-organisations or other schemes (including employee profit share schemes or share option schemes);
- i) promptly forward to SCC any share register analysis which results from notices served by the Company under section 793 of the Companies Act 2006;
- j) report its interim results within three months and final results within five months of the end of the relevant reporting period;
- k) seek SCC's guidance and advice regarding the Company's compliance with the AIM Rules wherever appropriate and take such guidance and advice into account;
- l) ensure that all dealings by Directors in securities of the Company, in compliance with the Securities Code and AIM Rule 21, should be effected through SCS;
- m) take all reasonable and proper steps to ensure that all transactions by PDMRs (as defined in MAR) of the Company, and those persons closely associated with them, are conducted in accordance with MAR and the Securities Code. In particular, such persons must notify the Company and the FCA as soon as possible and in any event within three working days after the date of the transaction. The Company must in turn notify the market of PDMR transactions within two working days of receipt of such notification from the PDMR;
- n) not without SCC's prior consent enter into, or procure or permit any member of its group to enter into, any material transaction, agreement or arrangements, including, any transactions



for the purposes of AIM Rule 12, AIM Rule 14 or AIM Rule 15, or which would be a transaction with a related party for the purposes of AIM Rule 13;

- o) notify and consult with SCC prior to entering into any commitment or agreement relating to the issue of any shares exceeding in aggregate one per cent. of the entire issued share capital of the Company or involving securities convertible or exchangeable into shares;
  - p) not and procure that none of its officers, agents, employees and Directors, nor any member of the Client Group (as defined in paragraph 3 of the Schedule) will publish any RNS announcement or other publication which may have a regulatory impact without first consulting Shore Capital;
  - q) use all reasonable endeavours to comply at all times with MAR, including in particular to:
    - ensure the submission of all notifications which are required under MAR (for example in relation to delayed disclosure and PDMR transactions);
    - keep and maintain insider lists in accordance with the requirements of MAR, and ensure that Shore Capital representatives are included on this list where required; and
    - ensure that the records required under MAR are kept and maintained as required;
  - r) use all reasonable endeavours to comply at all times with its chosen recognised corporate governance code in so far as is practicable and appropriate for a public company of its size and, specifically, it will use all reasonable endeavours to adhere to the provisions of AIM Rule 26 in respect of the disclosure of its corporate governance arrangements; and
  - s) for so long as the Company has shares or securities admitted to AIM (even when suspended), take all such steps, execute all such documents, pay all such fees, give all such undertakings and do (or procure to be done) all such things as may be necessary to comply with its responsibilities and obligations under the AIM Rules, the Rules of the London Stock Exchange and any other applicable rules and regulations of the London Stock Exchange.
- 4.7 The Company agrees that SCC shall be entitled to attend meetings with the Directors to discuss strategy and issues arising from the AIM Rules (whether notice of such meetings shall have been received or not) and the Company shall reimburse SCC all such reasonable expenses as shall have been incurred by such representative in attendance.
- 4.8 The Company agrees that it will take such necessary action as Shore Capital may reasonably request from time to time to make an announcement required by MAR, the AIM Rules, the DTRs or other law or regulation to which the Company is subject or to make a corrective announcement. If the Company fails to comply with Shore Capital's reasonable request to provide Shore Capital with assistance in relation to such an announcement, Shore Capital may terminate the Appointment forthwith in accordance with paragraph 6 and make such announcement as it sees fit to clarify its position.
- 5. Authorisation**
- 5.1 Except where the Company expressly instructs Shore Capital otherwise, Shore Capital is entitled to rely on and act in accordance with any instructions (in writing or otherwise) given by any individual who is or purports to be and is reasonably believed by Shore Capital to be a Director, employee, officer or agent of the Company.
- 5.2 Telephone conversations between Shore Capital and the Company may be recorded by Shore Capital and such recordings shall be and remain the sole property and shall be conclusive evidence of all such conversations.



5.3 Any advice rendered by Shore Capital will, save as required by the AIM Rules or the AIM Rules for Nominated Advisers, be confidential to the Company and solely for its benefit. Such advice may not be disclosed to any third party other than the Company's other professional advisers or unless the Company comes under a legal or regulatory obligation to disclose it nor may it be used by or relied on by any third party, without Shore Capital's express prior written consent.

5.4 The Company and the Directors acknowledge that Shore Capital may be required by law or by regulatory agencies and authorities to disclose information (including telephone call recordings) and deliver documents relating to the Company and/or the Directors in relation to the Appointment and its obligations in connection therewith. The Company expressly authorises any such disclosure or delivery provided that, Shore Capital, unless prohibited by law, will provide the Company with prior written notice of any obligations to disclose such information and, to the extent practicable shall permit prior consultation in relation to such disclosure.

## **6. Term and Termination**

6.1 Following the expiry of the Initial Term, either Shore Capital or the Company may terminate the Appointment by giving to the other not less than three months' notice, in writing. Termination will be effective at the expiry of three months or sooner should the Company elect to make a payment in lieu of notice.

6.2 Shore Capital may terminate the Appointment with immediate effect by giving notice in writing (including by email) to the Company (and which shall be deemed to include any Director) if:

- a) the Company fails to pay to it any sum due and payable under this Agreement within five Business Days of such sum becoming due and payable;
  - b) Shore Capital believes (in its sole and absolute discretion) termination is necessary in order to preserve its reputation (without liability or continuing obligations on the part of Shore Capital to the Company);
  - c) either the Company or any of the Directors commits:
    - a. any material breach of this Agreement;
    - b. any material breach of the Companies Act 2006, the AIM Rules, MAR, the DTRs, FSMA or any other laws or regulations to which the Client Group (as defined in paragraph 3 of the Schedule) and/or the Directors are subject from time to time and, to the extent it can be remedied, such breach has not been remedied within five Business Days;
    - c. a breach of any lock in arrangement or relationship agreement entered into with Shore Capital;
    - d. a material breach of any other agreement or arrangement entered into with Shore Capital;
    - e. any fraudulent act;
- or
- f. any member of the Client Group is or becomes insolvent or is unable to pay its debts within the meaning of the Insolvency Act 1986 or any other insolvency legislation applicable to the company concerned; or
  - g. an administrator has been appointed to any member of the Client Group or the holder of a charge over any member of the Client Group's assets has been appointed to control the





business and assets of any member of the Client Group, or any similar event occurs under the law or regulations of any other applicable jurisdiction.

- 6.3 The Company may terminate the Appointment immediately by giving notice in writing to Shore Capital if Shore Capital commits a material breach of this Agreement or a material breach of the AIM Rules for Nominated Advisers, the AIM Rules or any other laws or regulations to which it is subject from time to time and to the extent it can be remedied, such breach has not been remedied within 10 Business Days.
- 6.4 If Shore Capital has nominated adviser status removed by the London Stock Exchange (or the London Stock Exchange imposes conditions on Shore Capital's ability to act as the Company's nominated adviser), Shore Capital's appointment as nominated adviser shall terminate (without liability or continuing obligations on the part of Shore Capital to the Company) and Shore Capital's appointment as joint broker under this Agreement shall continue unless otherwise agreed.
- 6.5 If Shore Capital loses its approval by the London Stock Exchange to act as the Company's joint broker, Shore Capital's appointment as joint broker shall terminate (without liability or continuing obligations on the part of Shore Capital to the Company) and Shore Capital's appointment as nominated adviser under this Agreement shall continue unless otherwise agreed.
- 6.6 Following termination of the Appointment for whatever reason, the Company shall within 14 days of such termination pay to Shore Capital all fees and expenses as may have accrued to the date of termination or be payable as a result of termination of the Appointment as detailed in this Agreement.
- 6.7 Termination of the Appointment will not affect the rights or obligations accrued at the date of termination which will remain in full force and effect.
- 6.8 If the Agreement is terminated by the parties in accordance with this Agreement, this Agreement shall cease to have effect except for:
- 6.8.1 any rights or liabilities that have accrued under this Agreement; and
- 6.8.2 paragraphs 3, 9.4, 12 of this Agreement and paragraphs 2, 4 and 6 of the Schedule shall continue to have effect notwithstanding the termination of this Agreement.
- 6.9 The Company undertakes to notify Shore Capital as soon as it becomes aware of any event or circumstance which may give rise to a right to terminate the Agreement in accordance with this paragraph 6.

## **7. Variation and Waiver**

- 7.1 Any variation of this Agreement shall be in writing and signed by or on behalf of each party.
- 7.2 Any waiver of any right under this Agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given and shall not prevent the party who has given the waiver from subsequently relying on the provision it has waived.
- 7.3 A party that waives a right in relation to one party or, takes or fails to take any action against that party, does not affect its rights in relation to any other party.
- 7.4 No failure to exercise or delay in exercising any right or remedy provided under this Agreement or by law constitutes a waiver of such right or remedy or shall prevent any future exercise in whole or in part thereof.
- 7.5 No single or partial exercise of any right or remedy under this Agreement shall preclude or restrict the further exercise of any such right or remedy.



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7.6 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

## 8. Severance

8.1 If any provision of this Agreement (or part of a provision) is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable, or illegal, the other provisions shall remain in force.

8.2 If any invalid, unenforceable or illegal provision would be valid, enforceable, or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

## 9. General

9.1 Shore Capital shall be entitled to assign the benefit, subject to the burden, of this Agreement to any subsidiary or holding company of Shore Capital or any subsidiary of such holding company, (together the "**Shore Capital Group**") in the Shore Capital Group as at the date hereof provided that such assignee is registered by the London Stock Exchange as a nominated adviser and/or joint broker (as appropriate), provided that an appropriate continuity of professional staff from the assignee is available to the Company and further provided that if the assignee ceases to be a Shore Capital Group company Shore Capital shall procure that all the right, title, benefit and interest of the assignee in and to this Agreement shall be reassigned to SCC or SCS as appropriate. The Company shall not be entitled to assign its rights under this Agreement without the prior written consent of Shore Capital.

9.2 Any time, date or period mentioned in this Agreement may be extended by mutual agreement between the parties hereto but, as regards any time, date or period originally fixed or any time, date or period so extended, time shall be of the essence.

9.3 This Agreement shall be binding upon and enure for the benefit of the personal representatives and successors of the parties as the case may be.

9.4 Any notice to be given or served under or in connection with this letter shall be sent by email to [REDACTED] at [REDACTED] or delivered by hand to our address above and in the case of the Company by email to Bob Holt at [REDACTED] or delivered by hand to the address of the Company above or such other address or email address as a party may from time to time notify in writing to the other party), and shall in each case be deemed received in the case of e-mail upon the date and time recorded and if delivered by hand at the date and time of delivery or, in the case of a notice sent or delivered after 5.30pm on a Business Day or at any time on a day which is not a Business Day, at 9.30am on the next Business Day ("**Business Day**" means a day on which banks in the City of London are open for non-automated banking business).

9.5 The Company shall use all reasonable endeavours to procure (so far as it is able) that any necessary third party shall do and shall itself execute and perform all such further deeds, documents, assurances, acts, and things as Shore Capital may reasonably require by notice in writing to give effect to the terms of this Agreement.

9.6 This Agreement also incorporates the terms and conditions set out in the attached Schedule. Particular attention is drawn to paragraph 4 of the Schedule relating to the indemnity given to SCC and SCS (and others) by the Company and Paragraph 10(i) of the Schedule which limits the liability of SCC and SCS in relation to this Agreement. In the event of conflict between the terms of this letter and the Schedule, this letter will prevail.



**10. Client Classification**

10.1 Shore Capital considers that the Company is categorised as a Retail Client pursuant to chapter 3.3 of the FCA's Conduct of Business Rules. The Company has the right to request a different categorisation and we shall consider requests in this regard on a case by case basis. We may require the Company to provide additional information to that which you have already provided in support of any such request. However, you should note that Shore Capital is under no obligation to accede to this request.

**11. Conflict of Interest**

The FCA requires investment firms such as SCC and SCS to establish, implement and maintain an effective conflicts of interest policy that is set out in writing and is appropriate to the size and organisation of the firm and the nature, scale and complexity of its business. A copy of Shore Capital's conflicts of interest policy is available on its website at [www.shorecap.co.uk/conflicts-of-interest-policy/](http://www.shorecap.co.uk/conflicts-of-interest-policy/)

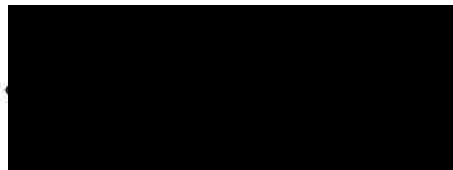
**12. Governing Law And Jurisdiction**

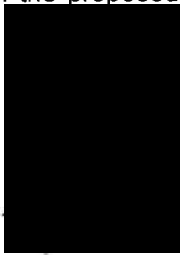
12.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

12.2 The parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

If this letter and the schedule correctly set out your understanding of the proposed agreement between us, please sign and return the enclosed copy.

Yours faithfully

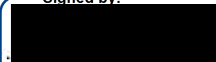


For and on behalf of   
Shore Capital Stockbrokers Limited

We hereby confirm the appointments of SCC and SCS for the provision of the services set out in paragraph 2 of this letter respectively to the Company on the terms set out in the above letter and the attached Schedule.

We have read the above letter and agree to its terms.

Signed by:



Director 790B526BB1443B...

For and on behalf of  
EARNZ PLC

Dated 9 August 2024

