



**LONDON
STOCK
EXCHANGE**

An LSEG Business

AIM

RULES FOR COMPANIES

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INTRODUCTION

Overview

AIM opened on 19 June 1995. **AIM** is a market for smaller and growing companies and is a **UK** multilateral trading facility within the meaning set out in the Handbook of the **FCA** and is a **SME growth market**. **AIM** is operated and regulated by the **Exchange** in its capacity as a Recognised Investment **Exchange** under Part XVIII of **FSMA 2000**, as such **AIM** is a prescribed market under **FSMA 2000**.

Purpose and Application

This document contains the **AIM Rules for Companies** (“these rules”) which set out the rules and responsibilities in relation to **AIM companies**. Defined terms are in bold and definitions can be found in the Glossary. **AIM companies** must comply with these rules.

AIM companies have their own responsibilities to comply with any relevant national law and regulation as well as certain standards and regulations where applicable, such as **MAR**, the **DTR**, the **POATRs**, the **PRM** and the **FCA’s** Market Conduct sourcebook. Such laws and regulation do not fall within the remit of the **Exchange** and these rules do not seek to replicate the obligations and the protections available under financial services regulation, company law or criminal law.

From time to time the **Exchange** issues separate **Notes** on specific issues which may affect certain **AIM companies**. The **Notes** form part of these rules.

Where an **AIM company** has questions or concerns about the application or interpretation of these rules, it should consult its **nominated adviser**.

The rules relating to the eligibility and responsibilities of **nominated advisers** are set out in the separate rulebook, **AIM Rules for Nominated advisers**.

The procedures relating to disciplinary and appeals matters are set out in the **Disciplinary Procedures and Appeals Handbook**.

The rules for trading **AIM securities** are set out in “Rules of the London Stock Exchange”.

No rights are provided to or actionable by third parties under these rules.

Buyer Beware

AIM is a buyer beware market and as such investors are responsible for considering whether the risk profile of the companies and the **AIM** market model is within their investment risk appetite and must take full responsibility for their investment decisions.

In making those investment decisions, investors must recognise and accept that there are inherent investment risks associated with **AIM companies**, which include founder-led, innovative and growing businesses across a diverse range of sectors. Further, investors should take responsibility to consider the source of information which they take into account when making their investment decisions noting that **AIM companies** have a number of regulatory and legal obligations and potential liabilities with regard to the accuracy of the information which is **notified** via a **Regulatory Information Service** and accordingly, this is the authoritative source of information.

The **Exchange** does not owe any duty or have any liability to any investor in respect of any investment decision made in relation to **AIM securities**. Investors making investment in **AIM securities** should not place any reliance on the **Exchange** having admitted a company to **AIM** as a basis for considering that the **Exchange** is recommending a company as suitable for investment. The **Exchange** is not responsible for reviewing, analysing or approving information made available by an **AIM company**.

Shareholders also play an important role in holding a company and its **directors** to account by virtue of rights enshrined in company law including the ability to vote on shareholder resolutions.

PART ONE – AIM RULES

Retention and role of a nominated adviser

1. In order to be eligible for **AIM**, an **applicant** must appoint a **nominated adviser** and an **AIM company** must retain a **nominated adviser** at all times.

The **nominated adviser** is responsible to the **Exchange** for assessing the appropriateness of an **applicant** for **AIM**, or an existing **AIM company** when appointed as its **nominated adviser**, and for advising and guiding an **AIM company** on its responsibilities under these rules.

The obligations and responsibilities of **nominated advisers** are owed solely to the **Exchange** and are set out in the **AIM Rules for Nominated advisers**. The obligations and responsibilities of **nominated advisers** are not actionable by third parties.

If an **AIM company** ceases to have a **nominated adviser** the **Exchange** will suspend trading in its **AIM securities**. If after 6 weeks from the start of that suspension the **AIM company** has failed to appoint a replacement **nominated adviser**, the admission of its **AIM securities** will be **cancelled**.

(see Part Two - Guidance Notes)

Applicants for AIM

Early notification and pre-admission announcement

2. All **applicants**, via its **nominated adviser**, must submit an early notification to the **Exchange**, in the form prescribed from time to time, as soon as reasonably practicable and in any event prior to the submission of any draft **Schedule One Announcement**.

An **applicant** must provide the **Exchange**, at least 10 **business days** before the expected date of **admission** to **AIM**, with a draft **Schedule One Announcement**.

Express applicant and Main Market applicant

An **express applicant** must provide the **Exchange**, at least 3 **business days** before the expected date of **admission** to **AIM**, with a draft **Schedule One Announcement**.

An **express applicant** is additionally required to include in the draft **Schedule One Announcement** the information specified in the supplement to the **Schedule One Announcement** set out in **Schedule One** of these rules.

A **Main Market applicant** does not need to provide a draft **Schedule One Announcement**.

If there are any changes to such information prior to **admission**, the **applicant** must advise the **Exchange** immediately by supplying details of such changes. Where, in the opinion of the **Exchange**, such changes result in the information being significantly different from that originally provided, the **Exchange** may delay the expected date of **admission** for a further 10 **business days** (or 3 **business days** for an **express applicant**).

The **Exchange** will **notify** the **Schedule One Announcement** it receives under this rule.

(see Part Two - Guidance Notes)

Admission document

3. An **applicant**, other than an **express applicant** or a **Main Market applicant**, must produce an **admission document** disclosing the information specified by [Schedule Two](#), Part One.

An **express applicant** will not be required to produce an **admission document** provided:

- (i) it has securities admitted to trading on an **Express Market** which is also a **specified market**; and
- (ii) the securities to be admitted to trading on **AIM** are of the same class that are already admitted to trading on the **Express Market**.

An **express applicant** that does not meet both (i) and (ii) above will be required to produce an **admission document** disclosing the information specified in [Schedule Two](#), Part Two.

A **dual market applicant's** document which is being published in relation to its admission to an **Express Market** will be an **admission document**, provided it includes the additional information specified in [Schedule Two](#), Part Two.

An **applicant** must take reasonable care to ensure that the information contained in the **admission document** is, to the best of the knowledge of the **applicant**, in accordance with the facts and contains no omission likely to affect the import of such information.

In the event that there is a significant new factor, material mistake or material inaccuracy relating to the information included in the **admission document** which may affect the assessment of the securities and arises or is noted between the time when the **admission document** is published and whichever is later of (1) the closing of the offer period and (2) the time when the securities commence trading on **AIM**, a supplementary **admission document** must be published, and separately submitted to the **Exchange**, containing details of such new factor, mistake or inaccuracy in accordance with the relevant part(s) of [Schedule Two](#).

(see Part Two - Guidance Notes)

Omissions from admission documents

4. The **Exchange** may authorise the omission of information from an **admission document** (other than information required under Regulation 23 of **POATRs**) of an **applicant** where its **nominated adviser** confirms that:

- the information is of minor importance only and not likely to influence assessment of the **applicant's** assets and liabilities, financial position, profits and losses and prospects; or
- disclosure of that information would be seriously detrimental to the **applicant** and its omission would not be likely to mislead investors with regard to facts and circumstances necessary to form an informed assessment of the **applicant's** securities.

(see Part Two - Guidance Notes)

Application documents

5. At least 3 **business days** before the expected date of **admission**, an **applicant** must submit to the **Exchange** a completed **application form** and (where the **applicant** is not a **Main Market applicant** nor an **express applicant** (which is not required to produce an **admission document**)) an electronic version of its **admission document**. These must be accompanied by the **nominated adviser's declaration** required by the **AIM Rules for Nominated advisers**.

The **AIM fee** will be invoiced to the **applicant** and should be paid pursuant to rule 37.

(see Part Two - Guidance Notes)

Admission to AIM

6. **Admission** becomes effective only when the **Exchange** issues a **dealing notice** to that effect.

Special conditions for certain applicants

Lock-ins for new businesses

7. Where an **applicant's** main activity is a business which has not been independent and earning revenue for at least the last 2 financial years before **admission**, it must ensure that all persons who are **related parties** and / or **applicable employees** both immediately prior to and immediately following the date of **admission** agree not to dispose of any interest in its **AIM securities** for 12 months from the date of **admission** of its securities.

This rule will not apply in the event of an intervening court order, the death of a party who has been subject to this rule or in respect of an acceptance of a takeover offer for the **AIM company** which is open to all **shareholders**.

This rule will not apply to **express applicants** or **Main Market applicants**.

(see Part Two - Guidance Notes)

Investing companies

8. Where the **applicant** is an **investing company**, a condition of its **admission** is that it raises a minimum of £6 million in cash via an independent equity fundraising on, or immediately before **admission**.

An **investing company** must state and follow an **investing policy**. The **investing policy** must be prominently stated in the **admission document** and any subsequent circular relating to the **investing policy**, for example pursuant to this rule or rule 14.

An **investing company** must seek the prior consent of its **AIM shareholders** in a general meeting for any material change to its **investing policy**.

Where an **investing company** has not substantially implemented its **investing policy** within 18 months of **admission**, it should seek the consent of its **AIM shareholders** for its **investing policy** at its next annual general meeting and on an annual basis thereafter, until such time that its **investing policy** has been substantially implemented.

(see Part Two - Guidance Notes)

Other conditions

9. Where matters are brought to the attention of the **Exchange** which could affect an **applicant's** appropriateness for **AIM**, it may refuse an **admission** to **AIM**, delay an **admission** and/or make the **admission** of an **applicant** subject to special conditions. The **Exchange** will inform the **applicant's nominated adviser** and may **notify** that it has asked the **applicant** and its **nominated adviser** to undertake further due diligence.

Circumstances where the **Exchange** is likely to refuse an **admission** to **AIM** include where it considers that:

- the **applicant** does not or is unlikely to comply with any special condition which the **Exchange** considers appropriate and which the **Exchange** has informed the **applicant's nominated adviser**; or
- the **admission** of the **applicant** may be detrimental to the orderly operation, the reputation and/or integrity of **AIM**.

The exercise of the **Exchange's** power to refuse admission pursuant to this rule is at the **Exchange's** discretion. No **applicant** has a right for its securities to be **admitted** to trading on **AIM** even if it meets the requirements of Part One of these rules.

Principles of disclosure

10. The information which is required to be disclosed by these rules must be **notified** by the **AIM company** no later than it is published elsewhere. An **AIM company** must retain a **Regulatory Information Service** provider to ensure that information can be **notified** as and when required.

An **AIM company** must take reasonable care to ensure that any information it **notifies** or discloses pursuant to these rules is not misleading, false or deceptive and does not omit anything likely to affect the import of such information.

It will be presumed that information **notified** to a **Regulatory Information Service** is required by these rules or other legal or regulatory requirement, unless otherwise designated.

(see Part Two - Guidance Notes)

Ongoing Developments

11. An **AIM company** must:

- have in place sufficient systems, procedures, resources and controls to enable it to monitor and identify any changes or developments that may reasonably have a material impact on its business and / or prospects;
- keep its **nominated adviser** updated on a timely basis in relation to changes or developments that may reasonably have a material impact to its business and/or prospects;
- seek and have due regard to the view of its **nominated adviser** regarding whether any changes or developments to its business and/or prospects is likely to have a market impact if made public and take that view into account when considering its disclosure obligations under **MAR**; and
- provide its **nominated adviser** with any information it reasonably requests or requires in order for that **nominated adviser** to consider whether any changes or developments to its business and/or prospects is likely to have a market impact if made public.

(see Part Two - Guidance Notes)

Disclosure of corporate transactions

Substantial transactions

12. A substantial transaction is one which exceeds 25% in any of the **class tests**. It includes any transaction by a subsidiary of the **AIM company** but excludes any transactions of a revenue nature in the ordinary course of business and transactions to raise finance which do not involve a change in the fixed assets of the **AIM company** or its subsidiaries.

An **AIM company** must issue a **notification** without delay as soon as the terms of any substantial transaction are agreed, disclosing the information specified by [Schedule Four](#).

(see Part Two - Guidance Notes)

Related party transactions

13. This rule applies to any transaction whatsoever with a **related party** which exceeds 5% in any of the **class tests**.

An **AIM company** must issue a **notification** without delay as soon as the terms of a transaction with a **related party** are agreed, disclosing:

- the information specified by [Schedule Four](#);

- the name of the **related party** concerned and the nature and extent of their interest in the transaction; and
- a statement that with the exception of any **director** who is involved in the transaction as a **related party**, its **directors** consider, having consulted with its **nominated adviser**, that the terms of the transaction are fair and reasonable insofar as its **AIM shareholders** are concerned.

(see Part Two - Guidance Notes)

Reverse takeovers

14. A reverse takeover is any acquisition or acquisitions in a 12 month period which for an **AIM company** would either:

- result in a fundamental change in its business, board or voting control; or
- in the case of an **investing company**, depart materially from its **investing policy** (as stated in its **admission document** or approved by **AIM shareholders** in accordance with these rules).

Any agreement which would effect a reverse takeover must be:

- conditional on the consent of its **AIM shareholders** being given in general meeting;
- **notified** without delay disclosing the information specified by [Schedule Four](#) and insofar as it is with a **related party**, the additional information required by rule 13; and
- accompanied by the publication of an **admission document** in respect of the proposed enlarged entity and convening the general meeting.

Where **AIM shareholder** approval is given for the reverse takeover, trading in the **AIM securities** of the **AIM company** will be **cancelled** upon completion of the acquisition. If the enlarged entity seeks **admission**, it must make an application in the same manner as any other **applicant** applying for **admission** of its securities for the first time.

(see Part Two - Guidance Notes)

Fundamental changes of business

15. Any disposal by an **AIM company** which, when aggregated with any other disposal(s) over the previous 12 months, exceeds 75% in any of the **class tests**, is deemed to be a disposal resulting in a fundamental change of business and must be:

- conditional on the consent of its **AIM shareholders** being given in general meeting;
- **notified** without delay disclosing the information specified by [Schedule Four](#) and insofar as it is with a **related party**, the additional information required by rule 13; and
- accompanied by the publication of a circular containing details of the disposal and any proposed change in business together with the information specified above and convening the general meeting.

Divestment or Cessation

- Where the effect of a disposal is to divest the **AIM company** of all, or substantially all, of its trading business, activities or assets; and/or
- Where an **AIM company** takes any other action, the effect of which is that it will cease to own, control or conduct all, or substantially all, of its existing trading business, activities or assets (in which case such action should be **notified** without delay and include all relevant information that **AIM shareholders** may require)

the **AIM company** will be regarded as an **AIM Rule 15 cash shell** upon completion of that disposal or action.

Within 6 months of becoming an **AIM Rule 15 cash shell**, the **AIM company** must make an acquisition or acquisitions which constitutes a reverse takeover under rule 14. For the purposes of this rule only, becoming an **investing company** pursuant to rule 8 (including the associated raising of funds as specified in rule 8) will

be treated as a reverse takeover and the provisions of rule 14 will apply including the requirement to publish an **admission document**.

(see Part Two - Guidance Notes)

Aggregation of transactions

16. Transactions completed during the 12 months prior to the date of the latest transaction must be aggregated with that transaction for the purpose of determining whether rules 12, 13, 14 and/or 19 apply where:

- they are entered into by the **AIM company** with the same **person** or **persons** or their **families**; or
- they involve the acquisition or disposal of securities or an interest in one particular business; or
- together they lead to a principal involvement in any business activity or activities which did not previously form a part of the **AIM company's** principal activities.

(see Part Two - Guidance Notes)

Disclosure of miscellaneous information

17. An **AIM company** must issue a **notification** without delay of:

- any **relevant changes** to any **significant shareholders**, disclosing, insofar as it has such information, the information specified by [Schedule Five](#);
- the resignation, dismissal or appointment of any **director**, giving the date of such occurrence and for an appointment, the information specified by [Schedule Two paragraph \(g\)](#) and any shareholding in the **AIM company**;
- any change in its accounting reference date;
- any change in its registered office address;
- any change in its legal name;
- any decision to make any payment in respect of its **AIM securities** specifying the net amount payable per security, the payment date and the **record date**;
- the reason for the application for **admission** or **cancellation** of any **AIM securities** and consequent number of **AIM securities** in issue;
- the occurrence and number of shares taken into and out of treasury, as specified by [Schedule Six](#);
- the resignation, dismissal or appointment of its **nominated adviser** or **broker**;
- any change in the website address at which the information required by rule 26 is available;
- any subsequent change to the details disclosed pursuant to sub-paragraphs (iii) to (viii) inclusive of paragraph (g) of [Schedule Two](#), whether such details were first disclosed at **admission** or on subsequent appointment;
- the admission to trading (or cancellation from trading) of the **AIM securities** (or any other securities issued by the **AIM company**) on any other exchange or trading platform, where such admission or cancellation is at the application or agreement of the **AIM company**. This information must also be submitted separately to the **Exchange** via its Self Service Portal.

(see Part Two - Guidance Notes)

Half-yearly reports

18. An **AIM company** must prepare a half-yearly report in respect of the 6 month period from the end of the financial period for which financial information has been disclosed in its **admission document** and at least every subsequent 6 months thereafter (apart from the final period of 6 months preceding its accounting reference date for its annual audited accounts). All such reports must be **notified** without delay and in any event not later than 3 months after the end of the relevant period.

The information contained in a half-yearly report must include at least a balance sheet, an income statement, a cash flow statement and must contain comparative figures for the previous half-yearly report or corresponding period in the preceding financial year (apart from the balance sheet which may contain comparative figures from the last balance sheet **notified**). Additionally, the half-yearly report must be presented and prepared in a form consistent with that which will be adopted in the **AIM company's** annual accounts having regard to the accounting standards applicable to such annual accounts.

(see Part Two - Guidance Notes)

Annual accounts

19. An **AIM company** must publish annual audited accounts which must be sent to its **AIM shareholders** without delay and in any event not later than 6 months after the end of the financial year to which they relate.

An **AIM company** incorporated in the **UK** or an **EEA country** must prepare and present these accounts either in accordance with **International Accounting Standards** or in accordance with the local generally accepted accounting principles or practice applicable to that **AIM company** due to its country of incorporation.

An **AIM company** which is not incorporated in either the **UK** or an **EEA country** must prepare and present these accounts in accordance with either:

- International Accounting Standards;
- US Generally Accepted Accounting Principles;
- Canadian Generally Accepted Accounting Principles;
- Australian International Financial Reporting Standards (as issued by the Australian Accounting Standards Board); or
- Japanese Generally Accepted Accounting Principles.

The accounts produced in accordance with this rule must provide disclosure of:

- any transaction with a **related party**, whether or not previously disclosed under these rules, where any of the **class tests** exceed 0.25% and must specify the identity of the **related party** and the consideration for the transaction; and
- details of **directors' remuneration** earned in respect of the financial year by each **director** of the **AIM company** acting in such capacity during the financial year.

(see Part Two - Guidance Notes)

Publication of documents sent to AIM shareholders

20. Any document provided by an **AIM company** to its **AIM shareholders**, must be made available pursuant to rule 26 without delay, and its provision must be **notified**.

An electronic copy of any such document must be sent to the **Exchange**.

(see Part Two - Guidance Notes)

Dealing policy

21. An **AIM company** must have in place from **admission** a reasonable and effective dealing policy setting out the requirements and procedures for **directors'** and **applicable employees'** dealings in any of its **AIM securities**. At a minimum, an **AIM company's** dealing policy must set out the following:

- the **AIM company's** close periods during which **directors** and **applicable employees** cannot deal;
- when a **director** or **applicable employee** must obtain clearance to deal in the **AIM securities** of the **AIM company**;
- an appropriate person(s) within the **AIM company** to grant clearance requests;
- procedures for obtaining clearance for dealing;
- the appropriate timeframe for a **director** or **applicable employee** to deal once they have received clearance;
- how the **AIM company** will assess whether clearance to deal may be given; and
- procedures on how the **AIM company** will **notify** deals required to be made public under **MAR**.

(see Part Two - Guidance Notes)

Provision and disclosure of information

22. The **Exchange** may require an **AIM company** to provide it with such information in such form and within such time limit as it considers appropriate. The **Exchange** may also require the **AIM company** to publish such information as the **Exchange** considers appropriate, including by way of a **notification**. An **AIM company** must comply with such direction without delay.

An **AIM company** must use all due skill and care to ensure that information provided to the **Exchange** is correct, complete and not misleading.

All communications between the **Exchange**, an **applicant** and / or an **AIM company** are confidential to the **Exchange** and should not be disclosed by an **applicant** or **AIM company** without the prior written consent of the **Exchange**, save for the following:

- a. to advisers, who are subject to professional confidentiality obligations, engaged for the purposes of supporting an **applicant** or **AIM company** with its compliance with these rules; and/or
- b. if required to do so by a regulatory or statutory body in the exercise of a right or legal power to compel such provision and/ or to enable the **applicant** or **AIM company** to comply with any obligation owed to such regulatory or statutory body; and/or
- c. if required pursuant to a court order.

In the event that an **applicant** or **AIM company** considers that it may have an obligation to disclose any communications between it and/ or its advisers and the **Exchange** pursuant to rule 22 (b) or (c) the **applicant** or **AIM company** is required to bring this to the immediate attention of the **Exchange** and prior to any such disclosure being made.

For the avoidance of doubt, rule 22 shall continue to apply to an **applicant** even if an application has been withdrawn or refused and to a company which ceases to have a class of securities **admitted** to trading on **AIM**, as if it were an **AIM company**.

(see Part Two - Guidance Notes)

23. The **Exchange** may disclose any information in its possession:

- to the **FCA**;
- to provide information to or to co-operate with any body or authority which is recognised or responsible

for: (i) supervision or regulation of financial services; (ii) supervision of legal, accounting or other professional services or standards; (iii) law enforcement; and / or (iv) investigating compliance by an **applicant** or **AIM company** with applicable national law and regulation.

- to enable it to discharge its regulatory functions or to meet its legal obligations and / or to institute, carry on or defend proceedings; or
- for any other purpose where it has the consent of the **person** from whom the information was obtained.

Corporate action timetables

24. An **AIM company** must inform the **Exchange** in advance of any **notification** of the timetable for any proposed action affecting the rights of its existing **AIM shareholders**.

25. Any amendments to the timetable proposed by the **AIM company**, including amendment to the publication details of a **notification**, must be immediately disclosed to the **Exchange**.

(see Part Two - Guidance Notes)

Company information disclosure

26. Each **AIM company** must from **admission** maintain a website on which the following information should be available, free of charge:

- a description of its business and, where it is an **investing company**, its **investing policy** and details of any **investment manager** and/or key personnel;
- its country of incorporation and main country of operation;
- its current constitutional documents (e.g. its articles of association);
- details of any other exchanges or trading platforms on which the **AIM company** has applied or agreed to have any of its securities (including its **AIM securities**) admitted or traded;
- the number of **AIM securities** in issue (noting any held as **treasury shares**) and, insofar as it is aware, the percentage of **AIM securities** that is **not in public hands** together with the identity and percentage holdings of its **significant shareholders**. This information should be updated at least every 6 months and the website should include the date on which this information was last updated;
- details of any restrictions on the transfer of its **AIM securities**;
- the number and type of any securities other than **AIM securities** issued by the **AIM company**;
- the annual accounts published pursuant to rule 19 and all half-yearly, quarterly or similar reports published pursuant to rule 18 must be posted and maintained on its website for a period of at least 5 years;
- all **notifications** the **AIM company** has made in the past 12 months. An **AIM company** must also post and maintain on its website for a period of at least 5 years all inside information it is required to disclose publicly by **MAR**;
- its most recent **admission document** together with any circulars or similar publications sent to **AIM shareholders** within the past 12 months;
- where the **AIM company** is not incorporated in the **UK**, a statement that the rights of **AIM shareholders** may be different from the rights of **AIM shareholders** in a **UK** incorporated company;
- whether the **AIM company** is subject to the UK City Code on Takeovers and Mergers, or any other such legislation or code in its country of incorporation or operation, or any other similar provisions it has voluntarily adopted;
- details of its **nominated adviser** and other key advisers (as might normally be found in an **admission document**); and

- Corporate governance information: when an **AIM company** is considering its corporate governance arrangements, it should consider a recognised corporate governance code for the purpose of guidance and informing its approach but is not required or expected to comply or explain against that code. Further to such consideration, the **AIM company** shall disclose its corporate governance approach to the following matters:
 - Board composition: the name of its **directors** and brief biographical details of each, as would normally be included in an **admission document**, and details of those who are independent;
 - The role and responsibilities and functions of each **director** for the delivery of the **AIM company's** strategy, commercial objectives and the effective management of its risks;
 - Remuneration and performance: details of the structure of executive and non-executive **director remuneration** and how this is aligned with individual and **AIM company** performance and how it is assessed;
 - Risk and controls framework: details of corporate governance committees and their role and responsibilities;
 - Investor relations: the **AIM company's** approach to **AIM shareholder** engagement.

Voluntary Information

Proxy advisor Engagement

An **AIM company** may voluntarily disclose details of **proxy advisor** engagement by way of either a **notification** or on the **AIM company's** website. Where an **AIM company** chooses to voluntarily disclose details of its **proxy advisor** engagement it may wish to include some or all the following details:

- Relevant date(s) of the **proxy advisor** engagement;
- Details of the matter(s) requiring shareholder approval to which the **proxy advisor** engagement relates;
- Identification of the voting policy or guidelines applied by the **proxy advisor**;
- Explanation of how the **AIM company's** view differs from **proxy advisor** expectations;
- Whether guidelines and recommendations have been made available to the **AIM company**;
- Amount of time available to the **AIM company** to respond to the **proxy advisor's** recommendations prior to the shareholder meeting at which shareholder approval was sought;
- Details of any factual inaccuracies identified by the **AIM company** in the **proxy advisor** recommendations and confirmation that it has been brought to the attention of the **proxy advisor**; and
- Responsiveness of the **proxy advisor** to the **proxy advisor** engagement, and whether and how the **proxy advisor** addressed issues raised by the **AIM company**. This may include details of whether the **AIM company** has asked for a meeting with the **proxy advisor**, whether such a meeting was given, and whether the **proxy advisor** has taken the **AIM company's** advice into account.

Third Party Commentary

The **Exchange** recognises that certain third party commentary, coverage or speculation, being unregulated, can be misleading, misrepresentative of the facts or circumstances, published for an improper purpose, potentially harmful to an **AIM company's** reputation, or undermine confidence in information it has **notified** pursuant to its legal or regulatory obligations or to investor sentiment or share price.

Accordingly, an **AIM company** may also voluntarily choose to disclose, by way of either a **notification** or on the **AIM company's** website, its views, opinions and/or position in response to any third party commentary, speculation or criticism (wherever published and in whatever form).

(see Part Two - Guidance Notes)

Further issues of securities following admission

Further admission documents

27. A further **admission document** will be required for an **AIM company** only when it is undertaking a reverse takeover under rule 14.

An **admission document** will not be required for the following:

- further issues of securities by an **AIM company** that already has securities of that class **admitted** to trading on **AIM**; or
- **admission** to trading on **AIM** of a new class of securities by an **AIM company**; or
- **admission** to trading on **AIM** resulting from a corporate restructuring where the only change arising is a new parent or holding company being added to the group structure of an **AIM company**.

An **AIM company** must submit an **AIM application form** via the **Exchange's** Self Service Portal and must **notify** its intention to issue a new class of **AIM securities** at least 3 **business days** prior to the intended **admission** date.

(see Part Two - Guidance Notes)

Omissions from further admission documents

28. The **Exchange** may authorise the omission of information from further **admission documents** (other than information required under Regulation 23 of the **POATRs**) in the same circumstances as for an **applicant** under rule 4.

In addition, an **AIM company** may omit the information required by section 18 of **Annex 1** from any further **admission document** (other than information required under Regulation 23 of the **POATRs**) provided that the **AIM company** has been complying with the requirements of these rules.

In such circumstances, the **nominated adviser** to an **AIM company** must confirm to the **Exchange** in writing that equivalent information is available publicly by reason of the **AIM company's** compliance with these rules.

(see Part Two - Guidance Notes)

Applications for further issues

29. At least 3 **business days** before the expected date of **admission** of further **AIM securities** an **AIM company** must submit an **application form** and, where required by rule 27, an electronic version of any further **admission document**.

Where an **AIM company** intends to issue **AIM securities** on a regular basis, the **Exchange** may permit **admission** of those securities under a **block admission** arrangement.

(see Part Two - Guidance Notes)

Language

30. All **admission documents**, any documents sent to **AIM shareholders** and any information required by these rules must be in English.

AIM company and directors' responsibility for compliance

31. An **AIM company** must:

- have in place sufficient systems, procedures, resources and controls to enable it to comply with these rules;
- seek advice and guidance from its **nominated adviser** regarding its compliance with these rules whenever appropriate and take that advice into account;
- provide its **nominated adviser** with any information it reasonably requests or requires in order for that **nominated adviser** to carry out its responsibilities under these rules and the **AIM Rules for Nominated advisers**, including any proposed changes to the board of **directors** and provision of draft **notifications** in advance;
- ensure that each of its **directors** accepts full responsibility, collectively and individually, for its compliance with these rules; and
- ensure that each **director** discloses to the **AIM company** without delay all information which the **AIM company** needs in order to comply with these rules insofar as that information is known to the **director** or could with reasonable diligence be ascertained by the **director**.

(see Part Two – Guidance Note)

Ongoing eligibility requirements

Transferability of shares

32. An **AIM company** must ensure that its **AIM securities** are freely transferable except where:

- in any jurisdiction, statute or regulation places restrictions upon transferability; or
- the **AIM company** is seeking to limit the number of **AIM shareholders** domiciled in a particular country to ensure that it does not become subject to statute or regulation.

(see Part Two - Guidance Notes)

Securities to be admitted

33. Only securities which have been unconditionally allotted can be **admitted** as **AIM securities**.

An **AIM company** must ensure that application is made to **admit** all securities within a class of **AIM securities**.

(see Part Two - Guidance Notes)

34. [Deleted pursuant to **AIM Notice 27**]

Retention of a broker

35. An **AIM company** must retain a **broker** at all times.

Settlement

36. An **AIM company** must ensure that appropriate settlement arrangements are in place. In particular **AIM securities** must be eligible for electronic settlement.

General

37. An **AIM company** must pay **AIM fees** set by the **Exchange** as soon as such payment becomes due.

38. Details of an **AIM company** contact, including an e-mail address, must be provided to the **Exchange** at the time of the application for **admission** and the **Exchange** must be immediately informed of any changes thereafter.

Nominated advisers

39. A **nominated adviser** must comply with the **AIM Rules for Nominated advisers**.

Maintenance of orderly markets

Precautionary Suspension

40. The **Exchange** may suspend the trading of **AIM securities** where:

- trading in those securities is not being conducted in an orderly manner;
- it considers that an **AIM company** has failed to comply with these rules;
- the protection of investors so requires; or
- the integrity and reputation of the market has been or may be impaired by dealings in those securities.

Suspensions are effected by a **dealing notice**.

(see Part Two - Guidance Notes)

Cancellation

41. An **AIM company** which wishes the **Exchange** to **cancel admission** of its **AIM securities** must **notify** such intended **cancellation** at least 20 **business days** before the **AIM company** is due to be cancelled and must separately inform the **Exchange** of its proposed **cancellation** date in advance of the **notification** being made. Save where the **Exchange** otherwise agrees, the **cancellation** shall be conditional upon the consent of not less than 75% of votes cast by its **AIM shareholders** given in a general meeting.

The **Exchange** may **cancel** the **admission** of **AIM securities** where these have been suspended from trading for 6 months.

(see Part Two - Guidance Notes)

Disciplinary action and other measures

42. If the **Exchange** considers that an **AIM company** has contravened these rules, it may take one or more of the measures set out in Rules A5-A6 of the **Disciplinary Procedures and Appeals Handbook**.

An **AIM company** must:

- keep a record of any findings made or disciplinary action taken by the **Exchange** for a minimum of 5 years; and
- provide information and details of such findings or disciplinary actions to any **nominated adviser** which is making enquiries of the **AIM company** in the context of meeting engagement responsibilities pursuant to the **AIM Rules for Nominated advisers** (but shall otherwise keep such information confidential in accordance with the provisions of rule 22).

Jurisdiction

43. When an **AIM company** ceases to have a class of securities **admitted** to trading on **AIM**, the **Exchange** retains jurisdiction over the company for the purpose of investigating, making findings and taking disciplinary action in relation to breaches or suspected breaches of these rules at a time when that company was an **applicant** or had a class of securities **admitted** to trading on **AIM**.

Disciplinary process

44. The **Exchange** will take any proposed disciplinary action against an **AIM company** in accordance with the procedures in the **Disciplinary Procedures and Appeals Handbook**.

(see Part Two - Guidance Notes)

Appeals

45. Any decision of the **Exchange** in relation to these rules may be appealed by an **AIM company** in accordance with the **Disciplinary Procedures and Appeals Handbook**.

SCHEDULE ONE

Pursuant to rule 2, an **applicant** or **express applicant** must provide the **Exchange** with the following information:

- a. its name;
- b. its country of incorporation;
- c. its registered office address and, if different, its trading address;
- d. the website address at which the information required by rule 26 will be available;
- e. a brief description of its business (including its main country of operation) or in the case of an **investing company**, details of its **investing policy**. If the **admission** is being sought as a result of a reverse takeover under rule 14, this should be stated;
- f. the number and type of securities in respect of which it seeks **admission** and detailing the number and type of securities to be held as **treasury shares**, including details of any restrictions as to transfer of the securities;
- g. the capital to be raised on **admission**, if applicable, and its anticipated market capitalisation on **admission**;
- h. the percentage of **AIM securities not in public hands** at **admission** (insofar as it is aware) and details of any other exchange or trading platform on which the **AIM securities** (or any other securities of the company) are or will be **admitted** or traded as a result of an application or agreement of the **applicant**;
- i. the full names and functions of its **directors** and proposed **directors** (underlining the first name by which each is known or including any other name by which each is known);
- j. insofar as is known to it, the full name of any **significant shareholder** before and after **admission**, together with the percentage of each such **person's** interest (underlining the first name by which each is known or including any other name by which each is known in the case of individuals);
- k. the names of any **persons** who will be disclosed in the **admission document** under [Schedule Two, paragraph \(h\)](#);
- l. its anticipated accounting reference date, the date to which it has prepared the main financial information in its **admission document** and the dates by which it must publish its first three reports as required by rules 18 and 19;
- m. its expected **admission** date;
- n. the name and address of its **nominated adviser** and **broker(s)**; and
- o. (other than in the case of an **express applicant**) details of where any **admission document** will be available with a statement that this will contain full details about the **applicant** and the **admission** of its securities.

Supplement to the Schedule One Announcement (Express Market route)

An **express applicant** must in addition provide the **Exchange** with the following information:

- a. the name of the **Express Market** upon which its securities have been traded;
- b. the date from which its securities have been so traded;
- c. confirmation that, following due and careful enquiry, it is in compliance with any legal and regulatory requirements relating to having its securities traded upon such market together with details of where there has been any material breach of such legal and regulatory requirements in the last 5 years;
- d. a website address where any documents or announcements which it has made public over the last 2 years (in consequence of having its securities so traded) are available;
- e. details of its intended strategy following **admission** including, in the case of an **investing company**, details of its **investing policy**;

- f. confirmation that at **admission**, a description of any significant change in financial or trading position of the **express applicant** which has occurred since the end of the last financial period for which audited statements will have been published;
- g. a brief description of the arrangements for settling transactions in its securities;
- h. a website address detailing the rights attaching to its securities;
- i. a website address of a page containing its latest published annual accounts which must have a financial year end not more than 9 months prior to **admission**. Where more than 9 months have elapsed since the financial year end to which the latest published annual accounts relate, a website address of a page containing a set of interim results covering the period from the financial year end to which the latest published annual accounts relate and ending no less than 6 months from that date;
- j. the number of each class of securities held as **treasury shares**.

SCHEDULE TWO

Part One

A company which is required to produce an **admission document** pursuant to this [Schedule Two](#), Part One must ensure that document discloses the information required pursuant to Regulation 23 of the **POATRs** and the following:

- a. Information equivalent to that which would be required by **Annexes 1, 8 and 15** other than the information specified in paragraph (b)(i) below and as amended by paragraph (b)(ii) below.
- b.
 - i. the information referred to in paragraph (a) above is as follows:

Annex 1:

- **FCA** approval information required under sub-section 1.5;
- Operating and Financial Review (Section 7);
- Capital Resources (Section 8);
- Profit Forecasts or Estimates (Section 11) (NB - [Paragraph \(d\)](#) below continues to apply);
- Administrative, Management and Supervisory Bodies and Senior Management (Section 12). (NB - [Paragraph \(f\)](#) below continues to apply);
- Remuneration and Benefits (section 13);
- The audit and remuneration committee information required under sub-section 14.3;
- Pro forma financial information (sub-section 18.4);
- Documents Available (section 21);
- The information required under sub-section 15.2 of **Annex 1** with respect to persons other than **directors**.

Annex 8:

- **FCA** approval information required under sub-section 1.5;
- Working capital statement (sub-section 3.1);
- Capitalisation and indebtedness (sub-section 3.2);
- Interest of natural and legal persons involved in the issue/offer (sub-section 3.3);
- Terms and Conditions of the Offer of Securities to the Public (section 5);
- Admission to Trading and Dealing Arrangements (section 6);

Annex 15:

- Annex 15 in its entirety.

- ii. the information required by paragraph (a) above is amended as follows: the information required by section 18 of **Annex 1** must be presented in accordance with rule 19 and Schedule Two (k).

c. A description of the following information relating to the **applicant's** financial resources:

- i. the **applicant's** material capital resources,
- ii. material financial commitments, obligations and liabilities;
- iii. the proposed use of proceeds of any fundraising undertaken on **admission**; and
- iv. the **directors'** reasonable opinion of the **applicant's** future fundraising needs for the next 12 months and refer to any risk factors that may impact the **directors'** opinion.

as at the date of the **admission document**.

This information can be provided in the format considered most easily assessable (e.g. table, narrative etc) and by cross referring to information contained elsewhere in the **admission document** where appropriate.

Such statement should include content-specific and general accompanying statements as required by **PRM 8.2.1R**.

d. where it contains a profit forecast, estimate or projection (which includes any form of words which expressly or by implication states a minimum or maximum for the likely level of profits or losses for a period subsequent to that for which audited accounts have been published, or contains data from which a calculation of an approximate figure for future profits or losses may be made, even if no particular figure is mentioned and the words "profit" or "loss" are not used):

- i. a statement by its **directors** that such forecast, estimate or projection has been made after due and careful enquiry;
- ii. a statement of the principal assumptions for each factor which could have a material effect on the achievement of the forecast, estimate or projection. The assumptions must be readily understandable by investors and be specific and precise;
- iii. confirmation from the **nominated adviser** to the **applicant** that it has satisfied itself that the forecast, estimate or projection has been made after due and careful enquiry by the **directors of the applicant**; and
- iv. such profit forecast, estimate or projection must be prepared on a basis comparable with the historical financial information.

Such statement should include content-specific and general accompanying statements as required by **PRM 8.2.1R**.

e. on the first page, prominently and in bold, the name of its **nominated adviser** and the following paragraphs:

"AIM is a market designed primarily for emerging and / or growing companies to which a higher investment risk tends to be attached than to larger or more established companies. AIM securities are not admitted to the Official List of the United Kingdom's Financial Conduct Authority.

AIM is a buyer beware market, where investors are responsible for considering the risks of investing in AIM companies. Investors must recognise and accept that there are inherent investment risks associated with AIM companies, which include founder-led, innovative and growing businesses across a diverse range of sectors. Any investment decision should only be made after careful consideration by investors and, if appropriate, consultation with an independent financial adviser.

The London Stock Exchange has not itself examined or approved the contents of this document and does not owe any duty or have any liability to any investor in respect of any investment decision made in relation to AIM securities."

- f. where rule 7 applies, a statement that its **related parties** and **applicable employees** have agreed not to dispose of any interests in any of its **AIM securities** for a period of 12 months from the **admission** of its securities.
- g. the following information relating to each **director** and each proposed **director**:
 - i. the **director's** full name and age together with any previous names;
 - ii. the names of all companies and partnerships (excluding subsidiaries and / or group companies of such companies or partnerships) of which the **director** has been a **director** or partner at any time in the previous 5 years, indicating whether or not the **director** is still a **director** or partner;
 - iii. any unspent convictions in relation to indictable offences;
 - iv. details of any bankruptcies or individual voluntary arrangements of such **director**;
 - v. details of any receiverships, compulsory liquidations, creditors' voluntary liquidations, administrations, company voluntary arrangements or any composition or arrangement with its creditors generally or any class of its creditors of any company where such **director** was a **director** at the time of or within the 12 months preceding such events;
 - vi. details of any compulsory liquidations, administrations or partnership voluntary arrangements of any partnerships where such **director** was a partner at the time of or within the 12 months preceding such events;
 - vii. details of receiverships of any asset of such **director** or of a partnership of which the **director** was a partner at the time of or within the 12 months preceding such events; and
 - viii. details of any public criticisms of such **director** by statutory or regulatory authorities (including recognised professional bodies), and whether such **director** has ever been disqualified by a court from acting as a **director** of a company or from acting in the management or conduct of the affairs of any company.
- h. the name of any **person** (excluding professional advisers otherwise disclosed in the **admission document** and trade suppliers) who has:
 - i. received, directly or indirectly, from it within the 12 months preceding the application for **admission** to **AIM**; or
 - ii. entered into contractual arrangements (not otherwise disclosed in the **admission document**) to receive, directly or indirectly, from it on or after **admission** any of the following:
 - fees totalling £10,000 or more;
 - its securities where these have a value of £10,000 or more calculated by reference to the issue price or, in the case of an introduction, the expected opening price; or
 - any other benefit with a value of £10,000 or more at the date of **admission**; giving full details of the relationship of such **person** with the **applicant** and of the fees, securities or other benefit received or to be received.
- i. the name of any **director**, or member of a **director's family**, who has a **related financial product** referenced to its **AIM securities** or securities being **admitted**, together with the date and terms of the **related financial product(s)** and the detailed nature of the exposure.
- j. where it is an **investing company**, details of its **investing policy**.
- k. the information required by the **Notes** and any other information which it reasonably considers necessary to enable investors to form a full understanding of:
 - i. the assets and liabilities, financial position, profits and losses, and prospects of the **applicant** and its securities for which admission is being sought;
 - ii. the rights attaching to those securities; and
 - iii. any other matter contained in the **admission document**.

- I. notification must be made of the potential exercise of withdrawal rights. Such notification must disclose the following information (i) that a supplementary **admission document** may be published if a significant new factor, material mistake or material inaccuracy arises; (ii) where the supplementary **admission document** will be published; and (iii) that investors may in such circumstances withdraw their acceptance for the securities in question.

Part Two

A company which is required to produce an admission document pursuant to this [Schedule Two](#), Part Two needs to include the following:

- a. the information required pursuant to Regulation 23 of the **POATRs**; and
- b. on the first page, prominently and in bold, the name of its **nominated adviser** and the following paragraphs:

“AIM is a market designed primarily for emerging and / or growing companies to which a higher investment risk tends to be attached than to larger or more established companies. AIM securities are not admitted to the Official List of the United Kingdom’s Financial Conduct Authority.

AIM is a buyer beware market, where investors are responsible for considering the risks of investing in AIM companies. Investors must recognise and accept that there are inherent investment risks associated with AIM companies, which include founder-led, innovative and growing businesses across a diverse range of sectors. Any investment decision should only be made after careful consideration by investors and, if appropriate, consultation with an independent financial adviser.

The London Stock Exchange has not itself examined or approved the contents of this document and does not owe any duty or have any liability to any investor in respect of any investment decision made in relation to AIM securities.”

SCHEDULE THREE

The **class tests** for determining the size of a transaction pursuant to rules 12, 13, 14, 15 and 19 are as follows:

The Gross Assets test

$$\frac{\text{Gross assets the subject of the transaction}}{\text{Gross assets of the AIM company}} \times 100$$

Figures to use for the Gross assets test:

1. The “Gross assets of the **AIM company**” means the total non current assets plus total current assets. These figures should be taken from the most recent of the following:

- a. the most recently **notified** consolidated balance sheet; or
- b. where an **admission document** has been produced for the purposes of **admission** following a reverse takeover, any pro forma net asset statement published in the **admission document** may be used, provided it is derived from information taken from the last published audited consolidated accounts and that any adjustments to this information are clearly shown and explained; or
- c. in a case where transactions are aggregated pursuant to rule 16, the most recently **notified** consolidated balance sheet (as at a date prior to the earliest aggregated transaction).

2. The “Gross assets the subject of the transaction” means:

- a. in the cases of an acquisition of an interest in an undertaking which will result in consolidation of the undertaking’s net assets in the accounts of the **AIM company**, or a disposal of an interest in an undertaking which will result in the undertaking’s net assets no longer being consolidated in the accounts of the **AIM company**, the assets the subject of the transaction means the value of 100% of the undertaking’s assets, irrespective of what interest is acquired or disposed.
- b. in the case of an acquisition or disposal which does not fall within paragraph 2(a), the assets the subject of the transaction means:
 - for an acquisition, the consideration plus any liabilities assumed (if any); and
 - for a disposal, the book value of the assets attributed to that interest in the **AIM company’s** last audited accounts.
- c. in the case of an acquisition of assets other than an interest in an undertaking, the assets the subject of the transaction means the book value of the assets.

The Turnover test

$$\frac{\text{Turnover attributable to the assets the subject of the transaction}}{\text{Turnover of the AIM company}} \times 100$$

Figures to use for the Turnover test:

3. The “Turnover of the **AIM company**” means the turnover figure as stated in the following:

- a. the last published annual consolidated accounts;
- b. the last **notified** preliminary statement of annual results; or
- c. in a case where transactions are aggregated pursuant to rule 16, the last such accounts or statement prior to the earliest transaction.

In a case of an acquisition or disposal of an interest in an undertaking of the type described within paragraph 2(a), the “turnover attributable to the assets the subject of the transaction” means 100% of the turnover of the undertaking irrespective of what interest is acquired or disposed.

The Consideration test

$$\frac{\text{Consideration}}{\text{Aggregate market value of all the ordinary shares (excluding treasury shares) of the AIM company}} \times 100$$

Figures to use for the Consideration test:

4. The “Consideration” means the amount paid to the vendors, but the **Exchange** may require the inclusion of further amounts.

- a. Where all or part of the consideration is in the form of securities to be **listed**, or traded on **AIM**, the consideration attributable to those securities means the aggregate market value of those securities.
- b. If deferred consideration is, or may be, payable or receivable by the **AIM company** in the future, the consideration means the maximum total consideration payable or receivable under the agreement.

5. The “Aggregate market value of all the ordinary shares of the **AIM company** (excluding **treasury shares**)” means the value of its enfranchised securities on the day prior to the **notification** of the transaction (excluding **treasury shares**).

The Gross Capital test – not required for disposals

$$\frac{\text{Gross capital of the company or business being acquired}}{\text{Gross capital of the AIM company}} \times 100$$

Figures to use for the Gross capital test:

6. The “Gross capital of the company or business being acquired” means the aggregate of:

- a. the consideration;
- b. if a company, any of its shares and debt securities which are not being acquired;
- c. (all other liabilities (other than current liabilities), including for this purpose minority interests and deferred taxation; and
- d. any excess of current liabilities over current assets.

Where an **investing company** is making an acquisition in line with its **investing policy** which does not result in control and/or consolidation of the company or business being acquired, the “Gross capital of the company or business being acquired” can be pro-rated in line with the percentage being acquired.

7. The “Gross capital of the **AIM company**” means the aggregate of:

- a. the aggregate market value of its securities (excluding **treasury shares**);
- b. all other liabilities (other than current liabilities), including minority interest and deferred taxation; and
- c. any excess of current liabilities over current assets.

The figures to be used must be the aggregate market value of the enfranchised securities on the day prior to the **notification** of the transaction (excluding **treasury shares**).

*The additional **class test** for determining the size of a transaction pursuant to rule 13 is as follows:*

The Profits test

$$\frac{\text{Profits attributable to the assets the subject of the transaction}}{\text{Profits of the AIM company}} \times 100$$

Figures to use for the Profit tests:

8. The “Profits of the **AIM company**” means profits before taxation and exceptional items as stated in the following:

- a. the last published annual consolidated accounts;
- b. the last **notified** preliminary statement of annual results; or
- c. in a case where transactions are aggregated pursuant to rule 16, the last such accounts or statement prior to the earliest transaction

In the case of an acquisition or disposal of an interest in an undertaking of the type described within paragraph 2(a), the “profits attributable to the assets the subject of the transaction” means 100% of the profits of the undertaking irrespective of what interest is acquired or disposed.

Substitute Tests

In circumstances where the above class tests produce anomalous results or where the tests are inappropriate to the sphere of activity of the **AIM company**, the **Exchange** may disregard the calculation and substitute other relevant indicators of size, including industry specific tests. Only the **Exchange** can decide to disregard one or more of the **class tests** or substitute another test.

SCHEDULE FOUR

In respect of transactions which require **notifications** pursuant to rules 12, 13, 14 and 15 an **AIM company** must **notify** the following information:

- a. particulars of the transaction, including the name of any other relevant parties;
- b. a description of the assets which are the subject of the transaction, or the business carried on by, or using, the assets;
- c. the profits (or if applicable, losses) attributable to those assets;
- d. the value of those assets if different from the consideration;
- e. the full consideration and how it is being satisfied;
- f. the effect on the **AIM company**;
- g. details of the service contracts of any proposed **directors**;
- h. in the case of a disposal, the application of the sale proceeds;
- i. in the case of a disposal, if shares or other securities are to form part of the consideration received, a statement whether such securities are to be sold or retained; and
- j. any other information necessary to enable investors to evaluate the effect of the transaction upon the **AIM company**.

SCHEDULE FIVE

Pursuant to rule 17, an **AIM company** must make **notification** of the following:

- a. the identity of the **significant shareholder** concerned;
- b. the date on which the disclosure was made to it;
- c. the date on which the **relevant change** to the **holding** was effected;
- d. the price, amount and class of the **AIM securities** concerned;
- e. the nature of the transaction;
- f. the nature and extent of the **significant shareholder's** interest in the transaction; and
- g. where the **notification** concerns a **related financial product**, the detailed nature of the exposure.

SCHEDULE SIX

Pursuant to rule 17, an **AIM company** must make **notification** of the following:

- a. the date of the movement into or out of **treasury shares**;
- b. the number of **treasury shares** of each class transferred into or out of treasury;
- c. the total number of **treasury shares** of each class held by the **AIM company** following such movements;
- d. the number of shares of each class that the **AIM company** has in issue less the total number of **treasury shares** of each class held by the **AIM company** following such movements.

GLOSSARY

The following terms have the following meanings when used in these rules unless the context otherwise requires.

Term	Meaning
admission/admitted	Admission of any class of securities to AIM effected by a dealing notice under rule 6.
admission document	A document produced pursuant to rules 3 or 27 and is an MTF admission prospectus within the meaning of regulation 21(3) of the POATRs .
AIM	A market operated by the Exchange .
AIM company	A company with a class of securities admitted to AIM .
AIM fee	The fees charged by the Exchange to an AIM company in respect of admission and trading as set out in the price list published by the Exchange from time to time.
AIM Rule 15 cash shell	An AIM company that falls within the 'Divestment or Cessation' section of rule 15.
AIM Rules for Nominated advisers	The AIM Rules for Nominated advisers published by the Exchange from time to time.
AIM securities	Securities of an AIM company which have been admitted .
AIM shareholder	A holder of any legal or beneficial interest, whether direct or indirect, in an AIM security .
Annex 1, Annex 8 and Annex 15	Annex 1, Annex 8 and Annex 15 of the FCA's Prospectus Rules: Admission to Trading on a Regulated market sourcebook (as may be amended from time to time).
applicant	An issuer that is applying to have a class of its securities admitted to AIM . This includes dual market applicants , express applicants and Main Market applicants , except where specific and separate provisions apply (including within rules 2, 3, 5 and 7 inclusive).
application form	The latest publication of the standard form which must be completed by an applicant .
applicable employee	Any employee of an AIM company , its subsidiary or parent undertaking who: - for the purposes of rule 7, together with that employee's family, has a holding or interest, directly or indirectly, in 0.5% or more of a class of AIM securities (excluding treasury shares); or - for the purposes of rule 21, other than a director, is a 'person discharging managerial responsibilities' as defined in Article 3(25) of MAR; or - for the purposes of rules 7 and 21 is a 'person closely associated' as defined in Article 3(1)(26) of MAR.

Term	Meaning
authorised person	A person who, under European Union directive or United Kingdom domestic legislation, is authorised to conduct investment business in the United Kingdom.
block admission	The admission of a specified number of AIM securities , which are to be issued on a regular basis pursuant to rule 29.
broker	A member firm which is appointed by an AIM company pursuant to rule 35.
business day	Any day upon which the Exchange is open for business and any reference to business days shall be to clear business days.
cancel/cancelled/cancellation	The cancellation of any class of securities to AIM effected by a dealing notice .
class tests	The tests set out in Schedule Three which are used to determine whether rules 12, 13, 14, 15 or 19 of these rules apply.
dealing notice	A notification by the Exchange disseminated through RNS which either admits securities to AIM or cancels or suspends them from trading on AIM or restores them to trading on AIM .
director	A person who acts as a director whether or not officially appointed to such position.
directors' remuneration	The following items for each director of the AIM company : a. emoluments and compensation, including any cash or non-cash benefits received; b. share options and other long term incentive plan details, including information on all outstanding options and/or awards; and c. value of any contributions paid by the AIM company to a pension scheme.
Disciplinary Procedures and Appeals Handbook	The most recent publication by the Exchange of the document so entitled for AIM .
DTR	The Disclosure Guidance and Transparency Rules published by the FCA from time to time.
DTR company	An AIM company that is required to make disclosures in accordance with chapter 5 of the DTR . A non-DTR company is an AIM company that is not required to make disclosures in accordance with chapter 5 of the DTR .
dual market applicant	An applicant which, concurrently with its admission to AIM , is admitting to an Express Market and is publishing a document in relation to the admission to the relevant market and is undertaking an independent equity fundraise of a minimum of £6 million (or equivalent).
EEA country	A European Economic Area (EEA) country.
electronic communication	Any communications sent by e-mail or made available on an AIM company's website pursuant to rule 26.
Euroclear	Euroclear UK & Ireland Limited.
Exchange	The London Stock Exchange plc.

Term	Meaning
express applicant	An applicant which: - has had its securities traded upon an Express Market for at least 3 years immediately prior to applying to have those securities admitted to AIM; - the business and / or board of the express applicant must not have changed fundamentally in the last 12 months; - has a proposed market capitalisation of at least £20 million on admission to AIM; and - has had any relevant admission documentation and all disclosure required under the rules of its home market published in English.
Express Market	any regularly, operating open market for the trading of equity securities that is regulated by, or operated under the oversight of, a regulatory body or entity which is a member of the International Organisation of Securities Commissions.
family	In relation to any person their spouse or civil partner and any child where such child is under the age of eighteen years. It includes any trust in which such individuals are trustees or beneficiaries and any company over which they have control or more than 20% of its equity or voting rights (excluding treasury shares) in a general meeting. It excludes any employee share or pension scheme where such individuals are beneficiaries rather than trustees.
FCA	The Financial Conduct Authority.
financial instrument	Any financial instrument requiring disclosure in accordance with DTR 5.3.1 with the addition that, for the purposes of this definition, all AIM companies shall be treated as if they are DTR companies regardless of their country of incorporation.
FSMA 2000	The Financial Services and Markets Act 2000.
holding	Any legal or beneficial interest, whether direct or indirect, in the AIM securities of a person who is a director or, where relevant, an applicable employee or significant shareholder. It includes holdings by the family of such a person. In addition, when determining whether a person is a significant shareholder, a holding also includes a position in a financial instrument.
International Accounting Standards	- For an AIM company incorporated in the EEA, this means standards adopted for use in the European Union in accordance with Article 3 of the IAS Regulation (EC) No. 1606/2002, as adopted from time to time by the European Commission. - For an AIM company incorporated in the UK, this means UK-adopted International Accounting Standards in accordance with section 474(1) Companies Act.
investing company	Any AIM company which has as its primary business or objective, the investing of its funds in securities, businesses or assets of any description.

Term	Meaning
investment manager	Any person external to the investing company , who, on behalf of that investing company , manages their investments. This may include an external adviser who provides material advice to the investment manager or the investing company .
investing policy	The policy the investing company will follow in relation to asset allocation and risk diversification. The policy must be sufficiently precise and detailed to allow the assessment of it, and, if applicable, the significance of any proposed changes to the policy. It must contain as a minimum: • assets or company in which it can invest; • the means or strategy by which the investing policy will be achieved; • whether such investments will be active or passive and, if applicable, the length of time that investments are likely to be held for; • how widely it will spread its investments and its maximum exposure limits, if applicable; • its policy in relation to gearing and cross-holdings, if applicable; • details of investing restrictions, if applicable; and • the nature of returns it will seek to deliver to AIM shareholders and, if applicable, how long it can exist before making an investment and/or before having to return funds to AIM shareholders.
listed	Admitted to the Official List of the UK by the FCA .
Main Market	a UK regulated market operated by the Exchange where issuers are also admitted to the Official List maintained by the FCA
Main Market applicant	An applicant which: - is listed under either the Equity Shares (Commercial Company) or the Closed Ended Investment Fund categories of the Official List; - has had its securities traded on the Main Market for at least 3 years immediately prior to applying to have those securities admitted to AIM; and - whose business and / or board of the Main Market applicant must not have changed fundamentally in the last 12 months.
MAR	Regulation (EU) No 596/2014 of the European Parliament and of the Council on market abuse, as applied in the UK .
member firm	A partnership, corporation, legal entity or sole practitioner accepted currently to Exchange membership.
nominated adviser	An adviser whose name appears on the register .
nominated adviser's declaration	The latest form of declaration contained in the AIM Rules for Nominated advisers .
Notes	Separate notes published by the Exchange from time to time which form part of these rules. At the date of these rules, these comprise the AIM Note for Investing Companies, and the AIM Note for Mining and Oil & Gas Companies.

Term	Meaning
not in public hands	AIM securities held, directly or indirectly (including via a related financial product) by: - a related party; - the trustees of any employee share scheme or pension fund established for the benefit of any directors/employees of the applicant/AIM company (or its subsidiaries); - any person who under any agreement has a right to nominate a person to the board of directors of the applicant/AIM company; - any person who is the subject of a lock-in agreement pursuant to rule 7 or otherwise; or - the AIM company as treasury shares.
notify/notified/notification	The delivery of an announcement to a Regulatory Information Service for distribution to the public.
person	An individual, corporation, partnership, association, trust or other entity as the context admits or requires.
POATRs	The Public Offers and Admissions to Trading Regulations 2024.
PRM	FCA's Prospectus Regulation: Admissions to Trading on a Regulated Market sourcebook
proxy advisor	an entity which provides (amongst other matters) voting recommendations and analysis to AIM shareholders or their representatives on matters that require shareholder approval.
record date	The last date upon which investors must appear on the share register of the AIM company in order to receive a benefit from the company.
register	The latest publication of the register of nominated advisers held by the Exchange . The definitive register is kept by the Exchange .
Regulatory Information Service	A service approved by the FCA for the distribution to the public of regulatory announcements and included within the list maintained on the FCA's website, http://www.fca.org.uk/ .
related financial product	Any financial product whose value in whole or in part is determined directly or indirectly by reference to the price of AIM securities or securities being admitted , including a contract for difference or a fixed odds bet.

Term	Meaning
related party	a. any person who is a director of an AIM company or of any company which is its subsidiary or parent undertaking, other subsidiary undertaking of its parent company; b. a substantial shareholder; c. an associate of (a) or (b) being; i. the family of such a person; ii. the trustees (acting as such) of any trust of which the individual or any of the individual's family is a beneficiary or discretionary object (other than a trust which is either an occupational pension scheme as defined in regulation 3 of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001, or an employees' share scheme which does not, in either case, have the effect of conferring benefits on persons all or most of whom are related parties); iii. any company in whose equity shares such a person individually or taken together with their family (or if a director, individually or taken together with their family and any other director of the AIM company or its parent undertaking or any of its subsidiary undertaking(s)) are directly or indirectly interested (or have a conditional or contingent entitlement to become interested) to the extent that they are or could be able: - to exercise or control the exercise of 30% or more of the votes (excluding treasury shares) able to be cast at general meetings on all, or substantially all, matters; or - to appoint or remove directors holding a majority of voting rights at board meetings on all, or substantially all, matters; iv. any other company which is its subsidiary undertaking, parent undertaking or subsidiary undertaking of its parent undertaking; v. any company whose directors are accustomed to act in accordance with (a)'s directions or instructions; vi. any company in the capital of which (a), either alone or together with any other company within (iv) or (v) or both taken together, is (or would on the fulfilment of a condition or the occurrence of a contingency be) interested in the manner described in (iii); d. any company where one or more of the directors of that company is also a director of the AIM company; e. any person which holds a 10% interest or more in an AIM company's subsidiaries and / or assets; and / or f. for the purposes of rule 13, any person who was a director of an AIM company or any of its subsidiaries, sister or parent undertakings or a substantial shareholder within the twelve months preceding the date of the transaction.
relevant changes	Changes to the holding of a significant shareholder above 3% (excluding treasury shares) which increase or decrease such holding through any single percentage.
RNS	The Regulatory Information Service operated by the Exchange .
Schedule One Announcement	A notification , in the form prescribed from time to time, made by the Exchange before admission of an applicant containing the information specified in Schedule One of these rules.

Term	Meaning
significant shareholder	Any person with a holding of 3% or more in any class of AIM security (excluding treasury shares).
SME growth market	A multilateral trading facility that is registered as an SME growth market for the purposes of Chapter 5.10 of the FCA's Market Conduct Sourcebook.
specified market	Any market which falls within the definition of "specified market" in the FCA Handbook Glossary
substantial shareholder	Any person who holds any legal or beneficial interest directly or indirectly in 10% or more of any class of AIM security (excluding treasury shares) or 10% or more of the voting rights (excluding treasury shares) of an AIM company .
treasury shares	Shares which meet the conditions set out in paragraphs (a) and (b) of subsection 724(5) of the Companies Act 2006.
UK	United Kingdom of Great Britain and Northern Ireland. For the purposes of rule 19, a UK country shall also be deemed to include the Channel Islands and the Isle of Man.
UK GAAP (FRS 102)	UK Generally Accepted Accounting Practice (Financial Reporting Standard 102)

PART TWO GUIDANCE NOTES

Eligibility for AIM

An **AIM company** or **applicant** must be appropriate for **AIM**'s regulatory framework. An **AIM company** or **applicant** should usually be a similar structure to a **UK** plc, and where it is an **investing company**, must be a closed-ended fund and not require a restricted investor base. It should not be complex in terms of its structure and securities and ordinary shares (or equivalent) should be the **AIM company**'s primary line of securities admitted to trading on **AIM**, subject to any special voting shares.

An **applicant** may issue special voting shares provided that the **applicant** at **admission** (and for as long as the **AIM company** has special voting shares) has in place in its constitutional documents provisions that ensure the following:

- a. such shares may only be issued to a person who, at **admission** is:
 - i. a **director** or employee of the **applicant**;
 - ii. an investor in, or shareholder of, the **applicant**; or
 - iii. persons established for the sole benefit of or solely owned and controlled by a person specified in (a)(i) or (a)(ii) above;
- b. a holder of such shares is not permitted to transfer the voting rights associated with such shares, except to a person specified in (a)(iii) above; and
- c. the holder of such shares cannot exercise voting rights attached to such shares in relation to the following:
 - i. remuneration;
 - ii. **related party** transactions pursuant to rule 13 involving the holders of such shares; or
 - iii. cancellation of **admission** pursuant to rule 41.

Special voting shares cannot be issued nor can the rights be extended following **admission**. An **AIM company** may reduce or withdraw the rights attaching to the special voting shares following **admission** and the **Exchange** should be consulted in advance in such circumstances.

Rule 1: Nominated adviser

The **nominated adviser** role is essential in maintaining the integrity and reputation of **AIM**.

Where an **AIM company** needs to **notify** the loss of its **nominated adviser** it should liaise with **AIM** Regulation in advance so that where no replacement has been appointed the necessary suspension may be put in place to coincide with the **notification**.

Any extension requests to suspension pursuant to rule 1 will only be considered where a submission is made by the prospective replacement **nominated adviser** and the **Exchange** is satisfied that the prospective replacement **nominated adviser** is due to be engaged imminently.

Applicants for AIM

Rule 2: Early notification and pre-admission announcements

The early notification is an opportunity for **applicants** and their **nominated advisers** to discuss potential **admissions** with the **Exchange**. The process is intended to reduce the potential of any delay to the **applicant's admission**. When considering the timing of submitting an early notification sufficient time should be allowed to facilitate a discussion with the **Exchange**.

Submission of an early notification form that does not allow for adequate time for discussion with the **Exchange** may result in a delay to **admission**. Following the submission of an early notification form, an **AIM company** and / or its **nominated adviser** must update the **Exchange** as soon as practicable should it become aware of any material new information and/or any change to the information submitted or circumstances of the **applicant**.

A **Schedule One Announcement** is an opportunity for the **Exchange** to, where necessary or appropriate, gazette a proposed **applicant** ahead of **admission** to give market participants the opportunity to raise any concerns regarding the proposed **applicant** directly with the **Exchange**.

Early notification submissions and draft Schedule One Announcements should be sent by e-mail in the standard format, available on the **Exchange's** website, to aimregulation@lseg.com.

Rule 3: Admission document

Where an **express applicant** is also making an offer to the public, whether in the UK and/or other jurisdictions, it should satisfy itself that there are no other legal or regulatory requirements.

Any communication disclosed in oral or written form relating to the **admission** to trading on **AIM** or proposed **admission** to trading on **AIM** that requires the publication of an **admission document** must comply with the requirements set out in the **FCA's** Market Conduct sourcebook (MAR 5-A.5).

Rule 4: Omissions from admission documents

An **applicant** may omit information from its **admission document** on the grounds that it is incorporated by reference provided it complies with the following:

- a. the **admission document** contains a working hyperlink to the information incorporated by reference;
- b. the information to be incorporated by reference is available and will remain available for as long as the **admission document** must be available, in accordance with rule 26; and
- c. for the avoidance of doubt, those persons responsible for the **admission document** will also be responsible for any information incorporated by reference.

Rule 5: Application documents

All applications and documentation must be submitted via the **Exchange's** Self Service Portal.

Under rule 33 **AIM securities** must be unconditionally allotted. The **Exchange** may require proof of allotment for any securities which are being issued on **admission**. A copy of the **applicant's** board minutes allocating such securities or confirmation from its **nominated adviser** will suffice in most cases.

Allotted includes provisionally allotted securities where such provisional allotments are unconditional. For example, nil paid rights must be allotted without condition (even if further action is required by the holders of provisional allotments to transform them into another class of securities such as fully paid shares).

Special conditions for certain applicants

Rule 7: Lock-ins for new businesses

A **substantial shareholder** is not required to be subject of a lock-in under rule 7 where that **shareholder**:

- a. is an **authorised person**;
- b. is an **investing company** or listed investment company whose **investing policy** is externally managed on a fully discretionary basis by an **investment manager** that is an **authorised person**;
- c. is a company with securities quoted upon the **Exchange's** markets; or
- d. became a **substantial shareholder** at the time of an **AIM company's admission** or at a price which was more widely available, for example participating in an arm's length offer to the public or the price equates to the **AIM company's** market price at **admission** and the shareholder will not benefit from an uplift in the share price on **admission**.

Any such lock in arrangement may permit a **related party** or **applicable employee** to dispose of its interest in its **AIM securities** during the first 12 months on **AIM** in the following circumstances:

- transfers between spouses or into a pension plan;
- intra-group transfers; or
- in the event of financial hardship.

Lock-in arrangements are contractual arrangement between an **applicant / AIM company**, its shareholder(s) and any other relevant parties. The **Exchange** is not party to such contractual arrangements and has no authority or power to enforce compliance with such arrangements. The **Exchange's** remit is to consider any question as to whether these arrangements are in place upon **admission**.

Rule 8: Investing companies

The circular convening a meeting of **AIM shareholders** for the purposes of obtaining consent for a change in **investing policy** should contain adequate information about the current and proposed **investing policy** and the reasons for and expected consequences of any proposed change. It should also contain the information required by paragraph 4.2 of the **AIM Note for Investing Companies**.

In making the assessment of what constitutes a material change to the published **investing policy**, consideration must be given to the cumulative effect of all the changes made since **shareholder** approval was last obtained for the **investing policy** or, if no such approval has been given, since the date of **admission**. Any material change to the specific points set out in the definition of **investing policy** is likely to constitute a material change requiring **shareholder** consent.

In making the assessment of whether or not an **investing company** has substantially implemented its **investing policy**, the **Exchange** would consider this to mean that the **investing company** has invested:

- a substantial portion (at least in excess of 50%) of all funds available to it, including funds available through agreed debt facilities;
- in a range of investments; and
- in accordance with its **investing policy**.

Where an **investing company** undertakes a disposal of all, or substantially all, of its assets within the meaning of rule 15, for the purposes of implementation of paragraph 5.6 of the **AIM Note for Investing Companies**, the **investing company** should implement an **investing policy** to either wind down its business or ensure that it has at least £6m (satisfied through existing cash resources and / or an independent equity fundraising) before implementation of its **investing policy**.

Principles of disclosure

Rule 10: Principles of disclosure

Where information has been **notified** pursuant to these rules, subsequent updates and / or developments to such information should be **notified** without delay where the update and / or development causes the previously **notified** information to be misleading, false or deceptive.

Ongoing Developments

Rule 11: General disclosure

Rule 11 is designed to support the integrity and reputation of the market by ensuring that an **AIM company** is properly engaging with its **nominated adviser** regarding changes or developments in its business so that the **nominated adviser** can provide its specialist public market corporate finance experience.

Standards of disclosure for **AIM companies** are equivalent to **UK** regulated market as **MAR** sets out statutory responsibilities for disclosure across all **UK** public market, including **AIM**. Accordingly, an **AIM company** is responsible for its disclosure obligations under **MAR**.

If the **nominated adviser** considers that a change or development in relation to the business and/or prospects of an **AIM company** is likely to have a market impact if made public, but the **AIM company** determines not to **notify** the information without delay (and there is no basis to delay disclosure under Article 17(4) of **MAR**), the **AIM company** and/or its **nominated adviser** must inform the **Exchange** immediately and provide the rationale for that determination.

When providing its view, the **nominated adviser** is undertaking its obligations owed to the **Exchange**. Accordingly, the **nominated adviser's** view on market impact should be considered authoritative, given its specialist public market corporate finance expertise, and the **nominated adviser** is not required to provide to the **AIM company** a formal or detailed supporting analysis in support of that view. An **AIM company** should not seek to prevent or delay its **nominated adviser** from informing the **Exchange** in the circumstances described above on the basis that it disagrees with the **nominated adviser's** assessment of market impact.

Where an **AIM company** is unsure whether a change or development in relation to its business and / or prospects is material, the **AIM company** must seek the advice and guidance of its **nominated adviser**.

An **AIM company's** dialogue with its **nominated adviser** should be ongoing. Where there is any change or update to a development that was previously considered material, the **AIM company** must inform its **nominated adviser** without delay, regardless of whether the change or update would be considered material in isolation.

Disclosure of corporate transactions

Rule 12: Substantial transactions

A transaction which exceeds 100% in any of the **class tests** (excluding the Profits test) but does not result in a fundamental change of business, board or voting control (pursuant to rule 14) will be a substantial transaction. For such a substantial transaction, an **AIM company** may, in addition to complying with the disclosure requirements under this rule, be required to seek

AIM shareholder approval for the proposed transaction. The **Exchange** should be consulted in advance in such circumstances where an **AIM company** is not proposing to seek **AIM shareholder** approval for the substantial transaction at a general meeting.

Where an **AIM company** undertakes an acquisition of a corporate entity, whose only assets are cash, for the purpose of raising finance, such acquisition will require **AIM shareholder** approval where the consideration **class test** exceeds 100%.

Rule 13: Related party transactions

This rule is designed to ensure that parties with the potential to influence and / or control the **AIM company** are transparent in their dealings with the **AIM company** and seeks to prevent a **related party** from exploiting, or the perception that it may be exploiting, its close relationship with the **AIM company** to complete transactions that are on favourable terms to them, but which may be detrimental to the interests of other shareholders and the **AIM company**.

Changing the terms of an existing **related party** transaction will be considered a new **related party** transaction pursuant to rule 13.

Directors' Remuneration:

When considering whether remuneration is standard remuneration for the purposes of rule 13, consideration should be given as to whether the remuneration is part of the **director's** existing contractual terms and conditions of service and / or whether the remuneration (whether specific or as part of a scheme) has been approved by shareholders in a general meeting. Any remuneration that falls outside of this scope will be considered non-standard remuneration.

Standard remuneration will not be considered a **related party** transaction. Non-standard remuneration will be considered a **related party** transaction. However, where a **nominated adviser** is satisfied that the contractual terms for **director** remuneration (that is not part of the standard remuneration package) provide reasonable commercial protections for the **AIM company** (such as good leaver/bad leaver terms, provisions for clawback, conditions/deferral/performance measures etc) and those terms are disclosed, the **nominated adviser** does not need to provide a fair and reasonable opinion. Where there is uncertainty on whether such remuneration provides reasonable commercial protections, the **AIM company** should seek **AIM shareholder** approval.

All other aspects of rule 13 continue to apply, including, but not limited to, the **AIM company** making a notification which includes a statement that, with the exception of any **director** who is involved in the transaction as a **related party**, its **directors** consider that the terms of the transaction are fair and reasonable insofar as its **AIM shareholders** are concerned.

Where there are no **directors** who are not involved in the **related party** transaction to provide the fair and reasonable statement an **AIM company** may be required to obtain **AIM shareholder** approval. The **nominated adviser** should contact the **Exchange** to discuss.

Fundraises which include directors and substantial shareholders:

Where a **director** and/or a **substantial shareholder** is participating in a fundraising, their participation should be aggregated for the purposes of calculating the **class tests**, but such participation will not be considered a **related party** transaction pursuant to **rule 13**, and therefore a fair and reasonableness statement will not be required, provided that:

- Their participation is on the same terms as other investors; and
- The price is set by (i) **directors** not participating in the fundraising or (ii) agreement with an investor (or investors) a party which is not a **related party**.

Other exemptions from rule 13:

- Pre-emptive issues of **AIM securities**.
- Grant of options or other rights over **AIM securities** which have been approved by **AIM shareholders**. For example, an employee share scheme or a long-term incentive scheme.
- the granting of an indemnity to a **director** where this is permitted under Companies Act 2006 (or the equivalent provisions in the **AIM company's** constitutional documents or applicable law where the **AIM company** is not incorporated under the Companies Act 2006 or equivalent).

Rule 14: Reverse takeovers

The following factors may be indicators of a fundamental change of business:

- a. the extent to which the acquisition will materially change in the strategic direction or nature of its business; or
- b. whether its business will be part of a different industry or sector; or
- c. whether its business will deal with fundamentally different suppliers and end users; or
- d. in the case of an **investing company**, departing materially from its **investing policy** (as stated in its **admission document** or approved by its **AIM shareholders** in accordance with these rules).

An acquisition for the purpose of this rule would include any decision or action by an **AIM company** that would have the effect of fundamentally changing the **AIM company's** business, even where there is no formal acquisition such as grant of licences etc.

Where an acquisition or acquisitions in a 12 month period exceed 100% in any of the **class tests**, the **AIM company** will need to have considered whether such acquisition or acquisitions represent a fundamental change of business.

Reverse Takeover in contemplation:

Following the announcement of a reverse takeover that has been agreed or is in contemplation, the relevant **AIM securities** may be suspended by the **Exchange** until the **AIM company** has published an **admission document** in respect of the proposed enlarged entity unless the target is a **listed** company or another **AIM company**.

The **Exchange** may determine not to suspend trading of an **AIM company** on **notification** of a reverse takeover in contemplation which is not accompanied by an **admission document** provided that the **nominated adviser** is reasonably satisfied that appropriate alternative disclosure is made. The **AIM company's nominated adviser** must consult the **Exchange** in advance of **notification**.

It should be noted that the **Exchange** expects the negotiations leading to a reverse takeover to be kept confidential until an **AIM company** can either **notify** (i) a binding agreement that effects a reverse takeover has been entered into which is accompanied by the publication of an **admission document** or (ii) appropriate alternative disclosure in relation to the reverse takeover in contemplation.

When an **AIM company** enters into an option agreement, this may be considered a reverse takeover in contemplation where exercise of the option may result in a fundamental change of business, board or voting control pursuant to rule 14. The **Exchange** must be consulted by the **AIM company's nominated adviser** in advance of an **AIM company** entering into any such option agreement.

The **Exchange** will not consider the **AIM company** entering into an option agreement to be a reverse takeover in contemplation where it is satisfied that:

- a. The option is exercisable at the **AIM company's** sole discretion;
- b. The potential exercise of the option is sufficiently remote; and
- c. When the option is exercised, it is unlikely to result in a fundamental change of business, board or voting control.

Delay in completion of the acquisition

If there is a gap between **AIM shareholder** approval and completion of the acquisition (and, as a result **admission**), the **AIM company** is only required to issue a **notification** of any key developments and updates in relation to **admission** and the transaction that have occurred since **AIM shareholder** approval, provided that there is no significant new factor, material mistake or material inaccuracy to the information in accordance with Regulation 23 of the **POATRs**. Otherwise, a supplementary **admission document** will be required pursuant to rule 3.

Rule 15: Fundamental changes of business

Where an **AIM company** is seeking to make a disposal which would result in the **AIM company** acquiring an interest in the purchaser, such a transaction would be considered an acquisition rather than a disposal.

The **nominated adviser** must inform the **Exchange** immediately when an **AIM company** for which it acts has become, or is likely to become, an **AIM Rule 15 cash shell**. Where there is any question as to whether or at what point an **AIM company** has, or will, become an **AIM Rule 15 cash shell**, the **Exchange** must be consulted as soon as possible.

Where an **AIM Rule 15 cash shell** does not intend or wish to undertake a reverse takeover in accordance with rule 15, it should seek to **cancel** its **admission** in accordance with rule 41 (in the case of a disposal requiring **shareholder** consent under this rule, this should most usually occur concurrently with the **shareholder** approval required for the disposal). In such circumstances, the **AIM company**, taking the advice of its **nominated adviser**, should consider whether funds should concurrently be returned to **AIM shareholders**, seeking the approval of **AIM shareholders** where appropriate or necessary.

Rule 16: Aggregation of transactions

The **Exchange** will only consider that an **AIM company** has ‘a principal involvement in any business activity or activities which did not previously form a part of the **AIM company’s** principal activities’ where collectively the transactions would result in a fundamental change of business (pursuant to rule 14).

Where an **AIM company** has undertaken a **related party** transaction within the last 12 months and complied with rule 13, an **AIM company** does not need to aggregate that **related party** transaction with any future **related party** transactions with the same **related party** within the same 12 month period for the purposes of rule 16.

Disclosure of miscellaneous information

Rule 17: Miscellaneous information

- a. Article 19 of **MAR** includes notification obligations for **AIM** companies and persons discharging managerial responsibilities. The **DTR** contains guidance on certain of those notification obligations. All queries relating to an **AIM company’s** disclosure obligations pursuant to **MAR** should be directed to the **FCA**.
- b. **Significant shareholder** disclosures for **DTR companies**: **DTR companies** are required to comply with the provisions of the **DTR** in respect of **significant shareholder** notifications. All queries relating to the shareholder notification requirements of the **DTR** should be directed to the **FCA**.

In addition, **DTR companies** are required to comply with the **significant shareholder** disclosures contained in rule 17. However, compliance with the **DTR** in respect of **AIM securities** will usually mean that a **DTR company** is complying with the **significant shareholder** disclosure obligations in rule 17, save that:

- notwithstanding the time limits for disclosure set out in the **DTR**, **DTR companies** are required under rule 17 to **notify** such information “*without delay*”; and
 - the information required to be released pursuant to rule 17 must be **notified**, rather than ‘made public’ in accordance with the **DTR**.
- c. An **AIM company** must inform the **Exchange**, via its **nominated adviser**, if the **FCA** takes any action under Chapter 1A.3.1 of the **DTR** (**FCA’s** ability to require publication of information).
 - d. **Significant shareholder** disclosures for non-**DTR companies**: All non-**DTR companies** are required to use all reasonable endeavours to comply with rule 17 notwithstanding that the local law applicable to some **AIM companies** does not contain provisions that are similar to the **DTR**. In that instance, such an **AIM company** is advised to include provisions in its constitution requiring **significant shareholders** to **notify** the relevant **AIM company** of any **relevant changes** to their shareholdings in similar terms to the **DTR**, noting the differences set out at (b)(i) and (ii) above. Such **AIM companies** are also advised to make appropriate disclosure of the fact that statutory disclosure of **significant shareholdings** is different and may not always ensure compliance with the requirements of rule 17.

- e. Where an **AIM company** changes its legal name it should send a copy of any change of name certificate to Admissions, London Stock **Exchange** plc, 10 Paternoster Square, London EC4M 7LS or by fax to +44 (0)20 7920 4607.
- f. Compliance with requirements of the **UK** Listing Rules in relation to share buy-backs would constitute compliance with rule 17 “without delay” requirement.
- g. The **notification** in relation to the trading of **AIM company** securities on any other **Exchange** or trading platform should include details which exchange or platform (including details of any segment, tier or similar) and which securities this relates to.

Half-yearly reports and accounts

Rule 18 and 19: Half-yearly reports and accounts

Where the half-yearly report has been audited it must contain a statement to this effect.

In relation to rule 18, the financial period to which financial information has been disclosed in its **admission document** may be the financial period of the main trading subsidiary of the **AIM company**, for example, where the **AIM company** is a holding company. The **nominated adviser** should contact **AIM** Regulation if there is any uncertainty as to the reporting timetable required by these rules.

The **Exchange** will suspend **AIM companies** which are late in publishing their half-yearly report or their annual accounts, pursuant to rule 40.

Where an **AIM company** wishes to change its accounting reference date its **nominated adviser** should contact **AIM** Regulation in advance to discuss the revised reporting timeframe.

In such circumstances the **Exchange** may require an **AIM company** to:

- prepare and **notify**:
 - a second half-yearly report in accordance with rule 18, if the effect of the change to the accounting reference date is to extend its accounting period to more than 15 months; and / or
 - its half yearly report or annual audited accounts for the extended accounting period before the normal deadline date; and / or
- include an accountant’s review report in its half yearly report; and / or
- make a trading statement by a specific date.

The **Exchange** would not expect changes to the accounting reference date to be made in the period between the end of the financial year and the original expected publication date.

When referring to local generally accepted accounting principles or practice for an **AIM company** that is incorporated in the **UK**, the **AIM company** should use **UK GAAP (FRS 102)**.

Where an **AIM company** is not incorporated in the **UK** or an **EEA country**, it may apply to the **Exchange** to use local generally accepted accounting principles or practice where these are not listed in these rules provided it can satisfy the **Exchange** that:

- The proposed local generally accepted accounting principles or practice are materially equivalent to **International Accounting Standards**; and
- The **AIM company** has made appropriate disclosure explaining the differences between the proposed local generally accepted accounting principles or practice and International Accounting Standards.

The choice of accounting standard should be consistently implemented and any change between those standards available to a particular **AIM company** should only be made with the prior approval of **AIM** Regulation.

In respect of each **AIM company**, the term ‘parent’ should be interpreted in accordance with applicable law.

Publication of documents sent to AIM shareholders

Rule 20: Documents sent to AIM shareholders

Electronic copies of annual accounts and half-yearly reports that have been sent to **AIM shareholders** are not required to be sent to the **Exchange** unless such documents are relevant for the purposes of rules 24 and 25. All other documents provided to **AIM shareholders** must still be sent electronically to the **Exchange**, in accordance with rule 20.

An **AIM company** is able to send documents (including but not limited to an **admission document** pursuant to rule 3 and annual report and accounts pursuant to rule 19) to its **AIM shareholders** to the extent required by these rules by **electronic communication**, provided:

- a. that such **electronic communication** is in compliance with the requirements of the UK Companies Act 2006; or
- b. the following requirements have been satisfied:
 - i. a decision to use **electronic communication** to **AIM shareholders** has been approved by **AIM shareholders** in a general meeting of the **AIM company**;
 - ii. appropriate identification arrangements have been put in place so that **AIM shareholders** are effectively informed; and
 - iii. **AIM shareholders** individually:
 - have been contacted in writing to request their consent to receive accounts by means of **electronic communication** and if they do not object within 28 days, their consent can be considered to have been given;
 - are able to request at any time in the future that accounts be communicated to them in writing; and
 - are contacted alerting them to the publication of the accounts on an **AIM company website**.

Dealing policy

Rule 21: Dealing policy

Compliance with rule 21 does not mean that an **AIM company** will have satisfied its obligations under Article 19 of **MAR**.

Provision and disclosure of information

Rule 22

If it comes to the subsequent attention of the **AIM company** that information provided is no longer correct, complete or may have become misleading, the **AIM company** should advise the **Exchange** as soon as practicable.

The circumstances in which the **Exchange** may direct an **AIM company** to publish a **notification** include (without limitation) where the **Exchange** considers it appropriate for the maintenance and protection of the orderly functioning of the market.

Under this rule, the **Exchange** may also require an **AIM company** to release, without delay, a warning **notification**, an additional disclosure relating to a **notification** made by an **AIM company**, or a corrective and / or clarification **notification**. Any **notification** made under this rule must comply with rule 10. An **AIM company** can be required to disclose information under this rule even where an **AIM company** would not otherwise be required to disclose the information.

Corporate action timetables

Rules 24 and 25: Corporate action timetables

When providing information to the **Exchange** regarding actions affecting the rights of its existing **AIM shareholders**, an **AIM company** should contact the **Exchange's** Corporate Actions team (email: ssn@lseg.com / telephone +44 (0)20 7797 4754) for prior discussion of the timetable.

Except in the case of a dividend timetable **notification**, the reference to 'in advance' in rule 24 means that the **Exchange** should receive the proposed timetable by no later than 09:00 on the **business day** before the proposed **notification**.

A dividend timetable which follows the guidelines set by the "Dividend Procedure Timetable", published on the **Exchange's** website, www.londonstockexchange.com, need not be disclosed to the **Exchange** in advance, provided the **notification** of the dividend includes:

- the net amount;
- the record and payment dates; and
- the availability of any scrip or DRIP options.

A **notification** is not required for interest payments, however, the **Exchange** must receive notice of any payment no later than seven **business days** prior to the **record date**. This notice must include:

- the appropriate net or gross amount;
- the record and payment dates; and
- any conversion period details.

Where fixed payment details are available the **AIM company** may use one timetable to inform the **Exchange** of all future payments, providing any amendments are disclosed to the **Exchange** immediately.

The timetable for an open offer must ensure that valid claims through the market can be promptly satisfied and must comply with the following:

- the open offer must remain open for acceptance for at least ten **business days**. For the purposes of calculating the period of ten **business days**, the first business day is the date on which the offer is first open for acceptance. The ten **business days** must exclude the 'ex' date; and
- where possible, the open offer **record date** should be the **business day** before the expected 'ex' date. A **record date** preceding the 'ex' date by more than three **business days** will only be approved in exceptional circumstances.

The **Exchange** may request amendments to a timetable as and when considered necessary. The **Exchange** will liaise with the **AIM company** and its advisers as appropriate. A timetable which has not been cleared in advance with the Stock Situations Analysis team of the **Exchange** but which has been **notified**, may be subject to change if required by the **Exchange**. If this situation occurs a further correcting **notification** must be made.

Where an **AIM company** is suspended and is undergoing a capital reorganisation the **AIM company's nominated adviser** should contact in advance: **AIM Regulation**, **Corporate Actions** and **Market Operations** teams and, if a new ISIN/SEDOL code is required, **SEDOL Masterfile**.

Company information disclosure

Rule 26: Company information disclosure

This is a useful way for **AIM companies** to communicate with investors on key information that supports investor's understanding of the **AIM company**.

When communicating with investors, in view of the increased use of social media, **AIM companies** should consider with their **nominated adviser** how to manage their social media in the context of their obligations under these rules.

The information required by this rule should be kept up-to-date and the last date on which it was updated should be included.

The information should be easily accessible from one part of the website and a statement should be included that the information is being disclosed for the purposes of rule 26. Any redirection of a user to other areas of a website or to a document included on the website should be to a specific location for that information. Users should not have to enter search criteria in order to locate information.

Transfer Restrictions: The requirement to disclose restrictions on the transfer of shares relates to the disclosure of jurisdictional exemptions or restrictions that an **AIM company** is seeking to make use of and that may operate by virtue of non-UK securities laws, such as the US Securities Act 1933 or similar (noting, however, the requirements of rule 32).

Admission Document: An **AIM company** should take appropriate legal advice on how to make available its **admission document**, circular or similar shareholder publication in compliance with this rule so as not to infringe any securities laws that may apply to it.

Main country of operation: should be interpreted as the geographical location from which the **AIM company** derives (or intends to derive) the largest proportion of its revenues or where the largest proportion of its assets are (or will be) located, as is most appropriate depending on the business of the company.

Corporate Governance: The **Exchange** recognises the importance of corporate governance but does not consider that a 'one size fits all' requirement to adopt a particular code or to comply or explain against a particular code, is appropriate for **AIM**. Using a recognised code as a framework allows an **AIM company** to focus on what is meaningful and appropriate for its particular circumstances and needs and providing key disclosure will support investor engagement.

Voluntary Information: If an **AIM company** does not voluntarily disclose its views, opinions or position in response to third party commentary, speculation or criticism, this will not and should not be taken as acceptance, agreement or endorsement by the **AIM company** of that third party commentary, speculation or criticism.

Taxation: Pursuant to the Finance Act 2014, stamp duty and the stamp duty reserve tax are not chargeable on transactions in securities admitted to trading on **AIM** provided that they are not also listed on a Recognised Stock Exchange (as defined in section 1005(3)-(5) Income Tax Act 2007). If the **AIM company** lists on a Recognised Stock Exchange or ceases to be listed on such an **Exchange**, the **Exchange** would remind the **AIM company** that, in addition to updating its website, **Euroclear** requires the **AIM company** to inform it of these changes without delay as they are likely to impact its stamp duty reserve tax status. **Euroclear** can be contacted in relation to this at: growthmarketstampexemption@euroclear.com.

Further issues of securities following admission

Rule 27: Further admission documents

No **Schedule One Announcement** will be required for an **AIM company** which is admitting a new class of securities or undertaking a corporate restructuring as referred to in rule 27.

New class of securities:

Where an **AIM company** is admitting a new class of securities, it must make a **notification** which includes, without limitation, the following:

- a. a description of the rights attached to the new class of securities, including any limitations of those rights and the procedure for the exercise of those rights;
- b. the number of securities in the new class that have been issued and fully paid; and
- c. any restrictions on transferability pursuant to rule 32.

Corporate restructuring:

Where an **admission** to trading on **AIM** is the result of a corporate restructuring (where the only change arising is a new parent or holding company being added to the group structure of an **AIM company**), the **AIM company** must confirm to the **Exchange** in advance that:

- a. there will be no material changes to its share capital and there will be no change to any class of securities on issue or the rights attaching to those securities; and
- b. there will be no changes to the board of **directors** as a result of the corporate restructuring.

Rule 28: Omissions from further admission documents

The **applicant** may request to omit information from its **admission document** on the grounds it is incorporated by reference in accordance with the guidance to rule 4.

Rule 29: Applications for further issues

All applications and documentation must be submitted via the **Exchange's** Self Service Portal.

Please see guidance in relation to rule 5 regarding allotment of securities.

A **block admission** cannot be used where the **AIM securities** to be issued under the **block admission** exceed more than 20% of the existing class of **AIM securities**. Additionally, **block admissions** can only be used in the following circumstances:

- employee share schemes;
- personal equity plans;
- dividend reinvestment plans;
- ordinary shares arising from the exercise of warrants; and
- ordinary shares arising from a class of convertible securities.

Where an **AIM company** wishes to use a **block admission** in circumstances outside of these it should contact **AIM Regulation** to discuss.

Rule 31: AIM company and directors' responsibility for compliance

Noting the technical aspects of the class tests, an **AIM company** should seek advice and guidance on the applicability and / or performance of the **class tests** from its **nominated adviser**.

Ongoing eligibility requirements

Rule 32: Transferability of shares

Where an **AIM company** wishes to rely on the exceptions stated in rule 32, its **nominated adviser** should apply to **AIM Regulation** for a confirmation of the acceptance of this.

Rule 33: Securities to be admitted

Any change in the number of **AIM securities** in issue requires liaison with Admissions (telephone +44 (0)20 7797 4310).

Confirmation of allotment must be received no later than 16:30 on the **business day** prior to the intended date of **admission** unless otherwise agreed by the **Exchange**.

Maintenance of orderly markets

Rule 40: Suspension

The **Exchange** will not suspend the trading in **AIM securities** if it is not satisfied that the circumstances justify suspension.

Should the **Exchange** effect a suspension, the **AIM company** must make a **notification** stating the reason for suspension to the fullest extent possible.

An **AIM company**, while suspended, must continue to comply with these rules.

The **Exchange** may impose conditions on the lifting of suspension as it considers appropriate. Once the circumstances leading to the suspension have been resolved or clarified sufficiently for the **AIM company** to make a **notification** that informs the market about relevant matters, such a **notification** should be made without delay.

Types of suspension:

Suspension for Disclosure: Where an **AIM company** becomes aware of any fact, matter, or circumstances that it anticipates it will be required to **notify** (which may include financial difficulty or a worsening of its financial condition), but it is unable to **notify** all material information (for example, because it is still establishing the facts and/or their impact) the **AIM company** may request a precautionary suspension. The **AIM company** should approach the **Exchange** as soon as reasonably practicable to discuss such a request. Where a suspension is actioned in such circumstances, the **AIM company's admission** to trading on **AIM** will be restored upon the relevant information being **notified**.

Capital Access Window: Where an **AIM company** is seeking to undertake a fundraise or corporate transaction involving the issue of **AIM securities**, the **AIM company** may voluntarily request a temporary suspension ("capital access window") whilst it is conducting its negotiations.

When requesting a capital access window the **AIM company** must advise the **Exchange** as to how long it anticipates being in a capital access window while conducting its negotiations.

Whilst there will be no fixed time limit on such capital access window, we would expect these to be of short duration. Where such a capital access window is requested, the **AIM company** must **notify** that it has entered into a capital access window. Should the capital access window remain in place for an extended period, the **AIM company's nominated adviser** must discuss this with the **Exchange** and in such circumstances the **AIM company** may be required to **notify** an update.

The **AIM company's admission** to trading on **AIM** will be restored upon a cleansing **notification** being made, either confirming that the fundraise or corporate transaction involving the issue of **AIM securities** has completed or that it has aborted.

Rule 41: Cancellation

The **notification of cancellation** should set out:

- the proposed date of **cancellation**;
- the reasons for seeking the **cancellation**;
- a description of how **AIM shareholders** will be able to effect transactions in the **AIM securities** once they have been **cancelled**; and
- any other matter relevant to **AIM shareholders** reaching an informed decision upon the issue of the **cancellation**.

The **Exchange** will agree that **AIM shareholder** consent in general meeting is not required where:

- a. the **AIM securities** are already or will be admitted to trading on an **EU** or **UK** regulated market or an **Express Market** to enable **AIM shareholders** to trade their **AIM securities** in the future; or
- b. pursuant to a takeover which is subject to the **UK** City Code for Takeovers and Mergers which has become wholly unconditional, an offeror has received valid acceptances in excess of 75% of each class of **AIM securities**; or
- c. pursuant to a takeover effected by a **UK** scheme of arrangement that has been approved by **AIM shareholders** at a general meeting and subsequently sanctioned by the courts.

Cancellation should not take effect until at least five **business days** have passed since **shareholder** approval has been obtained and a **dealing notice** has been issued.

Where the **AIM company's admission** to trading on **AIM** is due to be suspended prior to **cancellation**, the **notification of cancellation** should be made at least 20 **business days** before the **AIM company** is due to be suspended.

Where an **AIM company** requests an extension of its suspension beyond 6 months, the **AIM company** must satisfy the **Exchange** that:

- it is actively pursuing steps that are reasonably likely to result in restoration of **admission** to trading in its **AIM securities**; and
- such steps can be achieved within a reasonable timeframe.

Any such extension will be at the sole discretion of the **Exchange**.

Disciplinary action and other measures

Rule 42

A breach of the guidance in these Part Two Guidance Notes or in any relevant **AIM** Notices which the **Exchange** may publish from time to time supports a breach of the relevant rule to which the guidance relates.

Rules 44 and 45: Disciplinary process and appeals

The “**Disciplinary Procedures and Appeals Handbook**” is available from the **Exchange’s** website, www.londonstockexchange.com/aim

Schedule One

(e) “main country of operation” should be interpreted as the geographical location from which the **AIM company** derives (or intends to derive) the largest proportion of its revenues or where the largest proportion of its assets are (or will be) located, as is most appropriate depending on the business of the company.

(f) The requirement to disclose restrictions on the transfer of shares relates to the disclosure of jurisdictional exemptions or restrictions that an **AIM company** is seeking to make use of and that may operate by virtue of non-**UK** securities laws such as the US Securities Act 1933 or similar (noting, however, the requirements of rule 32).

(l) Where there is any uncertainty as to the reporting timetable that would be required, the **nominated adviser** should consult **AIM** Regulation in advance in accordance with the guidance to rules 18 and 19.

(k) Where the expected **admission** date is uncertain, an **applicant** should **notify** a broader timeframe (for example ‘early August’).

Supplement to the Schedule One Announcement

(d) Such documents or announcements must be made available following **admission** at the website required pursuant to rule 26.

Schedule Two

The persons responsible for the information provided in the **admission document** (and where applicable a supplementary **admission document**) are:

- the **applicant** of the transferable securities
- if the **applicant** is a body corporate:
 - each person who is a **director** of that body corporate when the **admission document** is published;
 - each person who has authorised themselves to be named, and is named, in the **admission document** as a **director** or as having agreed to become a **director** of that body corporate either immediately or at a future time; and
 - each person who is a senior executive of any external management company of the issuer;
- the person requesting admission, if this is not the **applicant**;
- if the person requesting admission is a body corporate and is not the **applicant**, each person who is a **director** of the body corporate when the **admission document** is published;
- each person who accepts, and is stated in the **admission document** as accepting, responsibility for the **admission document**; and
- each person not falling within any of the above categories who has authorised the contents of the **admission document**.

A person who is responsible for the **admission document** will be liable for the content of the **admission document** and for compensation that may arise under Regulation 30 of **POATRs**.

Any information that is required to be disclosed by these rules will be excluded from the definition of protected forward-looking statement unless it relates to matters set out in the relevant items and sections referred to in 8.1.4(1) to 8.1.4R(3) and satisfies the conditions set out in 8.1.3R of the **PRM**.

The requirements of section 18 of **Annex 1** may be satisfied by the inclusion of an accountants' report in the **admission document** on the reported historical financial information.

Financial information provided in accordance with these rules must be presented with respect to the **applicant** and all its subsidiaries and should be in consolidated form when possible.

(b)(i) The information listed in this paragraph need only be included in an **admission document** to the extent it is required by these rules (in particular [Schedule Two, paragraph \(k\)](#)).

An **applicant** must give regard to the part of section 18.1.4 of **Annex 1** that states that the last audited historical financial information, containing comparative information for the previous year, included in the **admission document** must be presented and prepared in a form consistent with the accounting standards framework that will be adopted in the issuer's next published annual financial statements having regard to accounting standards and policies and legislation applicable to such annual financial statements, bearing in mind the ongoing requirements of rule 19.

(d)(iii) Where a **nominated adviser** gives the confirmation under this rule the **Exchange** would expect it to be founded upon an appropriate basis such as an accountants' report.

(g) Whilst **directors** are usually only required to disclose directorships held over the last five years, the requirements contained in (g)(iv)-(vii) which relate to bankruptcies, receiverships and liquidations are not limited to the last five years.

(k) When considering the information to be included pursuant to this paragraph consideration should be given to the relevance of any information specified in [Schedule Two, paragraph \(b\)](#).

Schedule Three

Further amounts, which may be included as part of consideration, includes for instance where the purchaser agrees to discharge any liabilities, such as the repayment of inter-company or third party debt.

When calculating a **class test** where the numerator and the denominator are both zero, the **class test** result may be disregarded.



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