



MKT Form 9 – 1

Restriction Agreement

DRAFT



1 Restriction Agreement

RESTRICTION AGREEMENT

Each of the parties listed in:

- Item 1 of the Schedule (the “Listed Entity”);
- Item 2 of the Schedule (the “Holder”); and
- Item 3 of the Schedule (the “Controller),

agree as follows:

INTRODUCTION

- A. The Listed Entity intends to issue, or has issued, Restricted Securities to the Holder. The Holder has agreed to hold the Restricted Securities on the terms set out in this agreement.
- B. It is a condition to the issue of the Restricted Securities that the Listed Entity and Holder comply with this agreement. This Restriction Agreement is entered into for the purpose of complying with MKT Rule 9.6.2.
- C. It is acknowledged by the parties that the admission of Securities to the Official List, or continued admission of Securities to the Official List, is conditional on the provision of this Restriction Agreement.

Agreement

Restriction Agreements

1. During the Restriction Period, the Holder must not:
 - (a) dispose of, or agree or offer to dispose of, the Restricted Securities;
 - (b) create, or agree or offer to create, any interest in the Restricted Securities; or



(c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Restricted Securities,

except as permitted in MKT, or by the FSRA in writing, and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the Listed Entity or the FSRA.

2. During the Restriction Period, a Controller must not:

- (a) dispose of, or agree or offer to dispose of, the Controller interests (as set out Item 7 of the Schedule);
- (b) create, or agree or offer to create, any interest in the Controller interests;
- (c) do, or omit to do, any act if the act or omission would have the effect of transferring effective ownership or control of the Controller interests,

except as permitted in MKT or by the FSRA in writing, and anything done in contravention of this clause is not binding on, and will not be recognised as legally effective by, the Listed Entity or the FSRA.

3. The Holder agrees that the Restricted Securities are subject to Clauses 1 and 2 above, for the Restriction Period set out in this Restriction Agreement.

Warranties

4. If Item 3 of the Schedule is completed, the Holder and each Controller warrant that:

- (a) the Holder has only the Controllers that are set out in Item 3 of the Schedule, and that the Controller interests are as set out in Item 7 of the Schedule;
- (b) there are no other Controllers or Controller interests; and
- (c) the Holder and each Controller have provided the FSRA and the Listed Entity with all information necessary for each to properly form an opinion about who is a Controller of the Holder and therefore who is required to execute this Restriction Agreement.

5. If Item 3 of the Schedule is not completed (or marked 'N/A' or 'Nil', or equivalent), the Holder warrants that:

- (a) if the Holder is one or more individuals, they are the legal and beneficial owner of the Restricted Securities;



- (b) if the Holder is not one or more individuals, the Holder has no Controller; and
 - (c) the Holder has provided the FSRA, and the Listed entity, with all the information necessary to properly form an opinion that the Holder falls within either (a) or (b) above.
6. If Item 8 of the Schedule is completed, the Holder warrants that:
- (a) full particulars of the interests which have been created over the Restricted Securities are set out in Item 8;
 - (b) apart from those interests, the Holder has not done, or omitted to do, any act which would breach Clause 1 if done or omitted during the Restriction Period; and
 - (c) a release of those interests is attached to this Restriction Agreement.
7. If Item 8 of the schedule is not completed (or marked 'N/A' or 'Nil', or equivalent), the Holder warrants that the Holder has not created, or agreed to create, any interests over the Restricted Securities.
8. If Item 9 of the schedule is completed, the Holder and each Controller warrant that:
- (a) full particulars of the interests which have been created over the Restricted Securities are set out in Item 9;
 - (b) apart from those interests, the Controller has not done, or omitted to do, any act which would breach Clause 2 if done or omitted during the Restriction Period; and
 - (c) a release of those interests is attached to this Restriction Agreement.
9. If Item 9 of the schedule is not completed (or marked 'N/A' or 'Nil', or equivalent), the Holder and each Controller warrant that the Controller has not created, or agreed to create, any interests over the Controller interests.
10. A breach of any of these warranties is a breach of this Restriction Agreement.

Consequence of breaching this Restriction Agreement

11. If the Holder or a Controller breach this Restriction Agreement:
- (a) the Holder and each Controller must immediately take the steps necessary to rectify the breach;
 - (b) the Listed Entity must immediately take the steps necessary to enforce the Restriction Agreement;



- (c) the Listed Entity must refuse to acknowledge (including, without limitation, to register any transfer) any disposal of any of the Restricted Securities in breach of this Restriction Agreement; and
- (d) the Holder of the Restricted Securities will cease to be entitled to any dividends or distributions, or to exercise any voting rights, in respect of the Restricted Securities for so long as the breach of this Restriction Agreement continues.

Amendment

12. This Restriction Agreement must not be terminated, changed or waived, without the FSRA's written consent.

Counterparts

13. This Restriction Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Restriction Agreement. Without limiting the foregoing, if the signatures on behalf of one party are on different counterparts, this shall be taken to be, and have the same effect as, signatures on the same counterpart and on a single copy of this deed.

Jurisdiction

14. The laws of the Abu Dhabi Global Market (ADGM) apply to this Restriction Agreement. The parties to this Restriction Agreement submit to the exclusive jurisdiction of the courts of ADGM.

Definitions and Interpretation

In this Restriction Agreement:

- A reference to a party includes its successors, personal representatives and transferees.
- The singular includes the plural and vice versa.
- Other words and expressions defined in the FSRA's MKT or GLO Rulebook's and/or the Financial Services and Markets Regulation 2015 (FSMR), and not in this Restriction Agreement, have the meanings given to them in MKT, GLO or FSMR.
- Every warranty or agreement (expressed or implied) in which more than one person joins, binds them individually and any combination of them as a group.



Schedule to the Restriction Agreement

Item 1: Listed Entity's name and address:

Item 2: Holder's name and address:

Item 3: Each Controller's name and address:

Item 4: Restriction Period start date:

Item 5: Restriction Period end date:

Item 6: Particulars of Restricted Securities:

Item 7: Particulars of Controller interests:

Item 8: Particulars of interests over Restricted Securities:

Item 9: Particulars of interests over Controller interests:

Dated:

Signatures of parties to the Restriction Agreement

Dated:

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