

Financial Foundations Plc

APPLICATION FORM

NOMINEE SERVICE

Please note that Financial Foundations Plc is an Isle of Man Company and as such the shareholder register for the Company is a matter of public record that is held at the Isle of Man Companies Registry. Should you wish to have your holding registered in a nominee name, the services of Taitnys Nominees Limited are available to the Fund. If you wish to avail yourself of this service, please sign the Nominee Agreement below:

NOMINEE SERVICE TERMS AND CONDITIONS

Definitions:-

“Beneficial Owner(s)” means the person(s) whose name(s) is / are set out in this Application Form;

“Company” means Financial Foundations Plc;

“Nominee” means Taitnys Nominees Limited, a wholly owned subsidiary of Taitnys Management Limited. Pritesh Desai a shareholder and Managing Director of Blue Sea International Limited, the Administrator of Financial Foundations Plc, is a shareholder and Managing Director of Taitnys Management Limited;

“Shares” means the shares in the Company which are the subject of this application and which are to be registered in the name of the Nominee.

1. The Nominee shall hold the Shares and all dividends, interest, bonuses, bonus and rights issue shares and other distributions and benefits in respect of them on trust for the Beneficial Owner and undertakes to the Beneficial Owner in relation to the Shares:

1.1 not to sell, transfer, charge or otherwise deal with the Shares except as expressly directed or approved by the Beneficial Owner;

1.2 promptly and fully to account to the Beneficial Owner (or as he may direct) for all dividends, distributions, bonuses and other benefits receivable in respect of the Shares at any time whilst they are registered in its name;

1.3 to exercise all rights of voting and other privileges attaching to the Shares only in such manner as the Beneficial Owner expressly directs or approves or (in the absence of direction or approval) in such manner as it considers to be in the best interests of the Beneficial Owner;

1.4 at the request and cost of the Beneficial Owner to execute such proxies as the Beneficial Owner may direct to enable his designated representative to attend and vote at any general meeting of the Company;

1.5 promptly to deliver to the Beneficial Owner (or hold to his order) all certificates relating to the Shares, together with a duly signed but undated instrument of transfer;

1.6 to transfer, pay and deal with the Shares and all dividends, distributions, bonuses, bonus and rights issue shares and other benefits receivable in respect of the Shares in such manner as the Beneficial Owner directs; and

1.7 if and when directed by the Beneficial Owner, to certify that the instrument of transfer referred to above does not constitute a change in the beneficial ownership of the Shares, subject to reasonable evidence being produced to the Nominee that the transfer is completed in favour of the Beneficial Owner or another nominee for the Beneficial Owner.

2 The Nominee (at its discretion) may require the Beneficial Owner to give or confirm any direction or approval in writing and may refrain from acting until this has been done. The Nominee may rely on any document (including facsimile) believed by it to be genuine and correct and to have been communicated or signed by or on behalf of the Beneficial Owner.

3 The Nominee appoints the Beneficial Owner as its Attorney in all respects:

3.1 to sign in its name and on its behalf any instrument of transfer of the Shares, or to complete any necessary particulars in any instrument of transfer in respect of the Shares executed by it in blank and delivered to the Beneficial Owner, and any dividend mandate, form of proxy, consent to short notice of any meeting, resolution in writing or requisition or notice of any resolution or proposal or other document of any kind on behalf of the Nominee as registered holder of the Shares which may, in the Beneficial Owner’s opinion, be necessary or desirable and which, as the holder of the Shares, the Nominee has power to sign; and

3.2 generally in its name and on its behalf to execute and do all such documents and things whether as a deed or under hand, as the Beneficial Owner thinks fit for the purpose of obtaining or exercising the rights and powers arising from the holding or ownership of the Shares.

3.3 The appointment under this clause is irrevocable whilst the Nominee is the registered holder of the Shares.

4 The Nominee shall charge a fee of £50 per annum for acting as Nominee for the Shares.

I / We accept the term and conditions of this Nominee Agreement and we authorise Blue Sea International Limited to redeem sufficient shares each year in order to pay the annual invoice presented by Taitnys Management Limited, the owner of the Nominee and the holder of a corporate service provider licence issued pursuant to section 3 of the Corporate Service Providers Act 2000.

Signature (s)

Date
