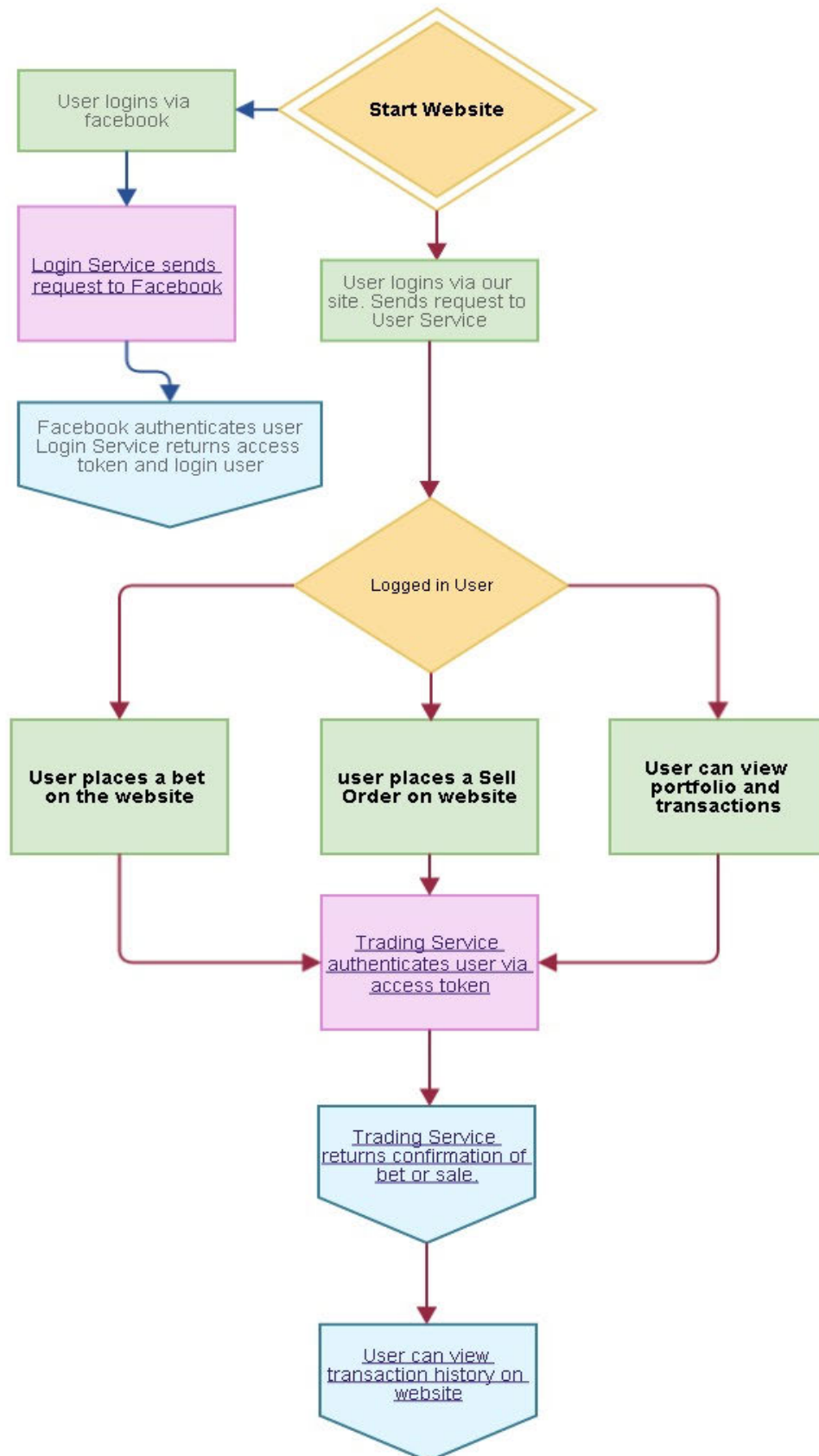


Login and workflow





Fame500

Betting on Celebrity

FAME VENTURES LTD
Business Plan

EXECUTIVE SUMMARY

This business plan provides an overview of the proposed strategy and operation of FameVentures Ltd represented by Adam Cole, CEO & Founder.

Our first game **Fame500** is now live as free-to-play. The purpose of this proposal is to raise an additional **£650,000** to launch the real money game. The use of funds is primarily for marketing, and additionally overhead and software development.

About FameVentures Limited

FameVentures Limited is incorporated in England and Wales and was registered in November 2012 with the company registration number 08283149 and a registered address of 2nd Floor, 167-169 Great Portland Street, London, United Kingdom.

The Company has created two online and mobile focused, reality-based casual games.



These games address huge and impassioned audiences - *celebrity & football* – with a unique and compelling proposition – Players can “bet” celebrities and footballers.

FameVentures has developed the following assets with regards **Fame500**:

- Code/IP in website www.fame500.com, various databases, trading platform and trading engine. The company also owns a number of related website domains including www.football500.com.
- IP in an innovative game that allows Players to “gamble” on celebrities. A remote fixed-odds betting license is being applied for from UK Gambling Commission.
- Positive written legal opinion from QC relating to Celebrity IP
- Image rights for an unlimited number of celebrities from **Getty Images**
- 50 celebrity stories daily from **Bang Showbiz**
- Daily “buzz score” measure of “social mentions” from **Mass Relevance**

Further investment in the company in return for equity participation is now required to take our first game **Fame500** to market.

The Opportunity

Our goal is to introduce a new game into the gambling sector, which has remained fundamentally unchanged since online bingo arrived in 2002. We aim to do this by harnessing the IP value of the 500 most famous faces on the planet in a compelling online game - **Fame500**.

Celebrities are a cultural obsession in the UK – **MailOnline**, devoted to celebrity news, just recorded **54.1m** unique monthly browsers in the UK (See Mailonline's figures <http://www.mailconnected.com/mail-online>). This is a massive figure that translates into vast *knowledge* and *passion* around celebrity.

We will enable “over 18s” to exploit this knowledge and passion in a compelling gambling game that, like the National Lottery, makes a major contribution to charity.



Gambling in the UK is a massive and growing sector, forecast purely online, to reach £3.5 billion by 2016 (Mintel). However despite quantum shifts in the digital landscape over the last 20 years, gambling options remain broadly speaking:

- Balls out of a barrel (the Lottery)
- Ball in a net (football)
- Ball round wheel (roulette)
- Numbers on a card (bingo)
- Cards in a hand (poker)
- Horse over line (racing)

If you've played these to death, and lost a fair bit along the way, then there's been little to tempt you. You may lack the compulsive gambling “gene”, or feel the cost of gambling outweighs the benefit, especially with tired games that have lost their entertainment value. The Social sector has proved how powerful a new game can be!

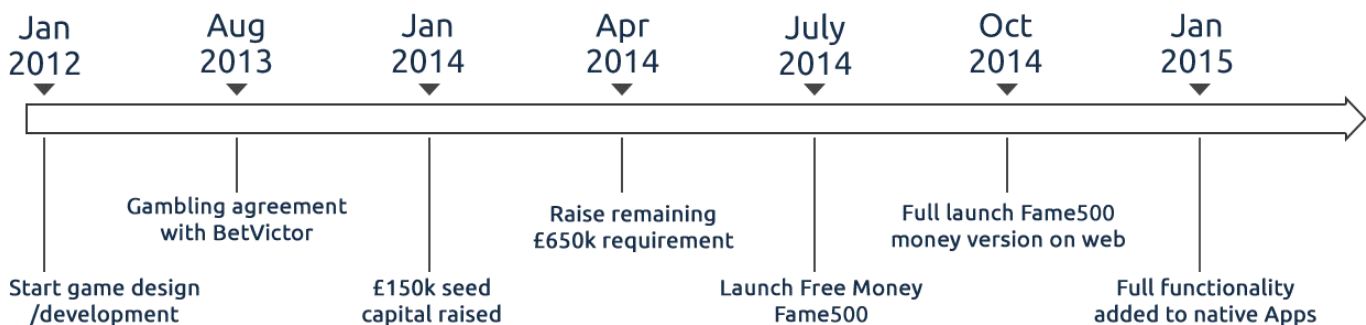
A very small number of undifferentiated games also means massive competition for operators, turning players into promiscuous bonus whores and pushing up acquisition costs in a market that is growing, but probably not as fast as operators to service it. What price a bingo keyword?

Introducing a new gambling game is a challenge, but **Fame500** has a powerful feature-set that leverages both the entertainment and social sectors, in a digital world where all sectors are converging fast.

Fame Ventures games are entirely new and innovative, enabled by technology and regulation. We have no direct competitors at this time. Gambling operators are slow to innovate - they're making too much money doing what they're doing!

What We Have Done To Date

- In **January 2012** game design and development the **Fame500** platform was started.
- Since January 2012 **£250k** has since been invested into **Fame500** platform, & website, as well as the format for a Facebook freemium game.
- A further **£100k** has been invested in professional fees and other costs
- Agreements have been signed with **Getty Images** to provide unlimited celebrity images, with **Bang Showbiz** to provide 50 stories each day, and with **Mass Relevance** to provide a daily "buzz score" on 700 celebrities
- In August 2013 an agreement was reached with **BetVictor (Victor Chandler International)** to provide gambling framework in Gibraltar with approval of the Gibraltar Gambling Commission. However this agreement has been rendered obsolete with advent of Point of Consumption Tax in January 2015.
- We're now in process of applying for a UK remote fixed odds license from UK Gambling Commission.
- A number of exploratory discussions have been initiated with potential partners including **Northern & Shell, Camelot** and **Mail Online**.
- **July 2014** our "free money" **Fame500** beta is live enabling us to establish a list of the most popular celebrities in the UK, and build a database of Players to seed a launch of the full gambling game in **October 2014**



Our Games

Our Players know a lot about *Celebrity* and *Football* and our low-stakes games allow them to “invest” that knowledge. Whether as a simple casual game or a gambling game, the games are quick, fun and easy to play.



The games are designed to appeal to a broad spectrum of Players – interfaces are simple and intuitive and not over-burdened with “numbers”. There are comprehensive FAQs – both basic and detailed – as well as YouTube tutorials (still to be added)



These games combine the strongest elements of both social gaming and online gambling and will succeed as a result of:

- Compelling proposition to large impassioned audiences
- Low Customer Acquisition Cost (CAC)
- High Lifetime Value (LTV)

We have also created the format of a Facebook “Freemium” game based on the **Fame500** platform, developed in collaboration with US Facebook game specialist Social Cubix. The game has no gambling component and embraces a younger global demographic. This product is at early stage and requires development to bring it to market.

FameVentures Ltd is focusing on an initial launch of **Fame500**, followed by foreign markets and **Footbal500**. Celebrity is a broader, more newsworthy concept resulting probably in lower acquisition costs, whereas football is already catered for with other gambling products and Fantasy League, which will push up the CAC. However ultimately the LTV may be higher.

Fame500 – Game & Players

Overview

Everyone is a fan of someone!

We have created a game that immerses the Player in the world of celebrity and allows him to profit from his knowledge and passion.

Fame500 lists approx 700 celebrities in six categories:

- Acting
- TV & Radio
- Music
- Sport
- Establishment
- Fashion & Arts



Players use real money to buy units in these celebrities each of which is a fixed-odds bet on the outcome of an event relating to that celebrity. These units are called “Pledges” as 20% of their issue price is donated to charity. Pledges are the “chips in the game”.

Fixed-Odds Bet

Each Celebrity Pledge is a wager on an “event”. That event is that the celebrity will reach the top of our **Buzz Chart**. If that happens we pay out a fixed payout per Pledge held, and those pledges cease to exist thereafter. This payout is likely to be in the region of £5.00 per Pledge held. The price of the Pledge determines the odds – low price long odds, high price short odds. The event is relatively unlikely and the payout small, and not the main driver for the purchase. Just as in bingo the entertainment and social elements are more significant than the payout.

Winnings Payout: Like bingo this game will have entertainment value, and like the National Lottery it will contribute to charity. The National Lottery only returns 51% to Players. We believe that returning 60% to Players after the charitable element has been removed is still enough to keep Players engaged. The percentage returned to Players will be a transparent and published figure.

A Celebrity Pledge



A Pledge represents a number of concepts:

Soft Bet

For regulatory reasons a Pledge is also a fixed odds bet on an

Vote

It's a vote that pushes my celebrity up the **Fame500** list – but it has value and can be sold in the future.

Charitable Donation

When a Pledge is issued a charitable donation is made that is 20% of the issue price of the Pledge.

Fame500 is a gambling game restricted to players over 18 in territories that permit gambling.

Game Attributes

This is a summary of key attributes of **Fame500**

- Quick-to-play (3 – 20 mins per day)
- Easy-to-play (excludes no-one)
- Reality based / Driven by celeb obsessed media
- Always in Game – Media pushing Play Button
- Plays more in your head than on the screen (not competing for screen time)
- Leaderboards, badges, status – social elements
- Simple habit forming “Portfolio App

The Buzz

Associated with each celebrity is a daily “Buzz” score – this is a trending metric that measures the change in volume of social chatter around a celebrity. Consequently the list is likely to change significantly every day with a new No. 1.

This score is delivered as a live feed from a US based company **Mass Relevance** that provide social monitoring data for brands – we have simply switched celebrities for Brands. The feed is a “black box” and not accessible by Fame500 staff, and also tamper proof by **Mass Relevance**

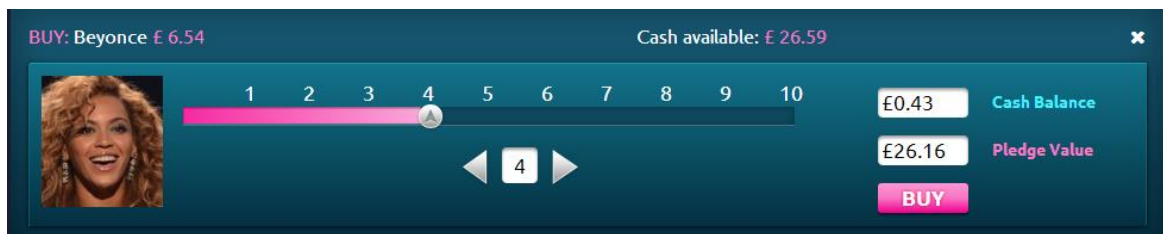
There will be limits on holdings by Players in individual Celebrities making large wins unachievable and reducing the risk a fraudulent play.

It is upon this daily score that the fixed-odds bet is made. Paying out to each no. 1 on the list a sum in the region of £5 per pledge (to be finally determined)

Rank	Celebrity	Current Value	Buzz Change
1	Mylie Cyrus	£5.94	+943
2	Lady Gaga	£5.86	+927
3	Herry Styles	£5.72	+886
4	Jonny Depp	£5.70	+882
5	Will I Am	£5.64	+869
6	Angelina Jolie	£5.58	+856
7	Katy Perry	£5.46	

Buying Tool

Celebrity Pledges are bought using a simple fun buying tool.



Fame500 Website & Apps



Website

Not only a game platform, **Fame500** is also a unique aggregator of deep and organised celebrity content.

This content includes all of the below relating to 700 celebrities :

- News Stories
- Youtube Videos
- Twitter Feed
- Image Library
- Wiki Biogs
- Trending Metrix – “The Buzz”
- Youtube, Facebook, Twitter Scores

Consequently we will become a celebrity destination site generating significant number of visitors through search within 12 months.

Apps

Smart phones and tablets have already taken over as the default devices in the home.

Fame500 will pre-dominantly be delivered to Players via the App Store and Google Play.

Significantly all initial indications are that our cost of customer acquisition (CPA) on mobile, is likely to be significantly cheaper than our web based model. We have already been offered "installs" (ie free players with portfolios) for £1.

Functionality will be added incrementally to achieve the full game with payment processing by **Jan 2015**. It's critically important to get this right and we'd rather make mistakes on the web first.

It's our goal to engineer our user's habits – to shoe-horn **Fame500** into the morning routine:

delivering good news every morning



Player Demographic & Market Sectors

Amongst others, we will acquire Players from the following audiences, markets and sectors.

Celebrity

As mentioned a large percentage of UK log on to MailOnline every month - media stories are largely driven by celebrity.



“Everyone is a fan of someone”

We have strong reason to believe we can convert that knowledge and passion into **Fame500** play. As discussed under Marketing we can reach this market sector very economically as there is little competition.

The National Lottery

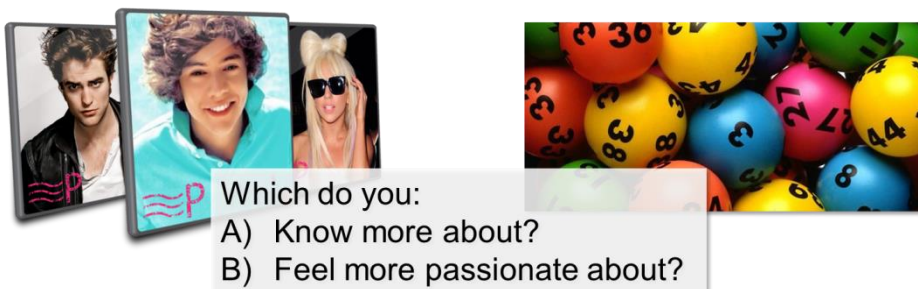
The National Lottery revenue was £6.7b year 2012/13. Online made up an increasing percentage of that total – they now have 6 million registered online users and count themselves amongst the top 10 UK ecommerce sites. Retail sales however fell by 4.1% despite a doubling of the price in Autumn 2013. (Camelot 20 May 2014). One might conclude that the Lotto flagship product is a tired format that is slipping.



Camelot generates more gross revenue in UK than any other operator yet pays out dramatically less in winnings – only approx 51% vs around 93% by gambling operators on average. This difference may indicate there's some truth in Camelot's claim that their players like to “give”.

“Buy a dream for a week” has undeniably been a fabulous proposition since 1992, but the cracks are showing in a product that is arguably out of step with a digital connected generation.

Over time **Fame500** has potential to compete for a slice of Camelot's £6.7b revenue for the following reasons.



This is how the two products stack up:

- Charitable
- Win Big (get very rich quick)
- Low Passion & Relevance
- Low Social / Viral
- Low "New/Now" Factor

VS.

- Charitable
- Win Small (get bit rich slow)
- High Passion & Relevance
- High Social / Viral
- High "New/Now" Factor

Casino & Bingo

Online Casino is a collection of casual games that are also gambling. This sector generated a £683m in 2013 - 96.8% increase from 2009. They are quick and easy to play like **Fame500**. Online bingo has gone from zero in around 2000 to market value of around £380m in 2013. We believe it has some cross-over with **Fame500** in that it's also regarded as a "soft-bet" (playing substantially for entertainment value rather than the big win) and has a strong female demographic, who have greater tendency towards Celebrity. (Revenue figures: Online Gaming & Betting, Mintel)



Marketing Strategy

“Marketing is the price paid for an unremarkable product”

A detailed marketing plan with budget is a good insurance policy!

Fame500 represents an extraordinary marketing opportunity for several reasons:

- Celebrity has huge and impassioned audiences
- Games are new and innovative
- Significant multiple niche markets

These elements are reflected in our strategy – we’re not just another vanilla, corporate product launch, backed by a big agency spend, across usual media, with slick but predictable creatives.

Rather than push **Fame500**, we’d rather be *discovered* – through word-of-mouth, recommendation, blogs, and social platforms.

The full marketing plan is outside the scope of this document. We’re in discussion with a number of London agencies and are developing full and detailed Plan to deliver large numbers of Players at low cost.

With strong business intelligence we will be extremely reactive to marketing tactics that either do, or don’t work. As our brand becomes established and we hone the most efficient marketing channels, our cost of acquisition will reduce significantly

These are just some headline items in the marketing mix – we already have a digital agency *guaranteeing* to deliver registered players for a *maximum* price of **£4.50** per Player, and probably quite a bit less.

Target Celebrity Traffic

Although “Celebrity” drives more traffic than anything else in the digital world, there’s little advertising or few products associated with it – whether that’s keywords on Google, Facebook or Twitter. We have the opportunity to reach out to very large volumes of potential players at very low cost. This is the converse of traditional gambling where there’s extreme competition and consequently high cost for any keyword associated with gambling.

We have the opportunity to easily target fans with “Free Pledges” of their chosen celebrities

Outreach & the Product Story

However you look at it, the concept of “Buying celebrities for profit and for charity” - is controversial – there will always be a story and extreme views expressed ... fasten your belts.

- The Concept – good or bad
- Celeb stories – how they impact on prices and The List
- Celebrity Ambassadors – raising cash for charity

In addition there will be a strong viral word-of-mouth effect surrounding a game that:

- Many Players are winning
- Raises money for charity
- Revolves around celebrity



An idea this powerful can be communicated socially at warp speed!

“Top-Down” Strategy

Our marketing strategy is a “top down” model – converting industry professionals, opinion-formers and bloggers and developing “buzz” and social influence. We will initially reach out with a very novel and exciting proposition to professionals in:

- Media & Entertainment
- Music
- Films & TV
- Creative
- Internet

Customer Conversion & Journey

Engagement: Video vs. Splash Page

There will be a strong emphasis on engaging future Players through video.

A great deal more can be communicated and absorbed through video rather than flat web pages.

This is especially important launching a new product that initially few people will be familiar with.



We have a strong proposition from video seeders 7th Chamber guaranteeing to deliver video views (engagements) at maximum cost of 15p

Unique Customer Proposition

£20 Offer

A screenshot of the Fame500 splash page. At the top, it says 'Fame500' and 'HERE ARE YOUR FIRST 6 CELEBS FREE:'. Below this are six celebrity portraits with their names and professions: Acting (£1,60), TV & Radio (£1,60), Establishment (£1,60), Music (£1,60), Sports (£1,60), and Fashion & Arts (£1,60). A large green button says 'SIGNUP NOW AND START PLAYING'. Below the button is a 'HOW TO PLAY' section with two steps: 1. CLAIM YOUR FIRST 6 CELEBS WORTH £10 REAL CASH, and 2. SIGNUP NOW AND START PLAYING. To the right is a 'QUICK REGISTRATION FORM' with fields for Email, Password, and Repeat Password, and a green 'SUBMIT CLAIM PLAY' button. The background features images of Rihanna and Justin Bieber.

We seed the game by giving away "free money" to play:

- We give £20 "free" in our game
- Players can buy Pledges with our free stake.
- The profit they make is theirs to keep providing they register a credit card
- The initial £20 capital sum can never be taken out of the game.

We are passionate about promoting the game via video - it provides educated Players and a strong conversion (see "Online Survey" page 22)

Fame500 Summary – our KPIs

Our performance and results will be determined by the following KPIs upon which we will stand or fall – it's that simple. Our financials are based on the following metrics:

These metrics improve over time with brand recognition and marketing sophistication.

Cost per click	% / Cost - Free Player	% / Cost - Money Player
<ul style="list-style-type: none"> Huge Celeb Traffic Little Competition <p>The cost to pitch a potential Player with our proposition – whether click, view or download.</p>	<ul style="list-style-type: none"> £ 20 Free Play <p>% of those pitched that register a free £20 portfolio of celebrities - and cost to acquire a Free Player</p> <p>ALSO COST OF MOBILE INSTALL</p>	<p>% willing to pay for all/part of their portfolio after 30 days - and cost to acquire Money Player</p>
£0.60 – £0.30	15% – 19.9% £4.00 - £1.52	12% – 16.8% £28 - £6

Consequently we have initial target to acquire registered Free Players for **£4.00** and Money Players for **£28**

Weekly Spend	Retention
<ul style="list-style-type: none"> Building Portfolio <p>This is net figure - weekly spend less cash withdrawn. There will be a broad range between 50p up to £350 per week – a ceiling in line with Camelot's weekly wallet limit.</p>	<ul style="list-style-type: none"> Constantly in Game, <p>The average duration of a Player – their active life making deposits.</p>
£4.00 – £5.58	13 Months

Fame500 Launch & Timeline

Fame500 - Free Play

July 2014: Launch Free. This game allows us to:

- Test the site and trading platform.
- To build a database of Players for launch.
- To establish who are the most popular celebrities that our Players are most likely to Buy .

This basic game will be run from July through to October 2014

Fame500 - Money Game on the Web

October 2014: Launch full gambling site with installed database of Players

Fame500 – Money Game on native Apps

January 2015: Launch full trading apps into App Store and Google Play. Simple versions of the apps will launch long before that due to long approval lead times on the stores. They will be gradually updated to full trading apps by January 2015.

Mobile will ultimately be more important to us than web but we'd rather "get it right" first on web and not have to make corrections on both platforms simultaneously.



Regulation & Gambling Partner

Our product is totally new and innovative. It's crucially important it have a clear message and identity in the market place. Whereas initially we had an agreement with **Victor Chandler International** to license through Gibraltar, with the new POC tax there is a requirement for all operators to license in the UK, and consequently there is little benefit to us.



We are currently in process of applying for a remote fixed-odds betting licence through the UK Gambling Commission. This process will take roughly two months and will be completed well in advance of our real money launch in October 2014.

Celebrity IP & Legal Opinion

Our Players are taking bets on the "future fame" of various celebrities, but in doing so we're effectively leveraging the IP and Brand value of the most famous people on the planet.

We're gate-crashing the cosy relationship between Media and Celebrities to generate revenue.

All legal advice we've received is unanimous including written advice from a QC (available). Providing there are always many celebrities included in all promotions so there can be no suggestion that any celebrity has endorse the product, then there can be no case against us.

Funding Charity

THE FAME FOUNDATION

Celebrities giving back!

20% of revenue generated by issuing new pledges will be donated to charity via a charitable trust. Our goal is to harnessing the power of Celebrity to do good in the world.

Behind this positive initiative lies a strong commercial driver. Each element of **Fame500** must be finely honed and dovetail seamlessly together to guarantee success on a scale to rank beside the National Lottery.

Charitable donations bring:

- Celebrities on-side (Ambassadors)
- Media on-side
- Public on-side
- Users on-side – they like giving



The Fame Foundation will look and feel like Comic Relief, and will be the “celebrities charity”. Over time the Foundation will work to establish strong relationships with celebrities and collaborate on where “their donations” are applied, with both celebrities and Players jointly having a say on the causes that are backed

On launch whilst volume of donations is not substantial they will be made directly to Pink Ribbon Breakthrough Breast Cancer.

Competitors

There are no existing competitors and significant barriers to entry for others to replicate our platform – most significantly gambling regulation. This could be achieved in Gibraltar possibly, but there is very significant first mover advantage and network effect associated with this product.

There are however a number of companies that have realised the value of packaging celebrity in one form or another ...

Hollywood Stock Exchange



The first - founded in 1996 and still going. Players buy and sell virtual shares of celebrities and movies with Hollywood Dollars. HSX syndicates the data to entertainment, consumer product and financial institutions and as content to radio, television and print media. HSX is a subsidiary of Cantor Fitzgerald, L.P. who came within a whisker of getting the market regulated by the SEC for real dollars. Last minute lobbying of congress by film studios concerned about possible damage put a stop to it.

Celebdaq



This was a “celebrity stock market” game launched by the BBC in 2002. Players were given £10,000 of fun money to spend and weekly dividends were paid based on press coverage. Small prizes were awarded to top traders and at its peak the game claimed 300,000 Players. The game was extended to **Sportdaq**, both were featured on BBC3 before were closed down as part of series of cuts in BBC online services

Fantex Inc.



Fantex issues trading stock that is linked to the value and performance of an athlete's brand. An "Initial Public Offering" (IPO) is made when the Fantex, Inc. tracking stock linked to the value and performance of the athlete brand becomes available for sale to the public. A funded Fantex account is required to take part in an IPO.

Starcourt



Starcourt measures the behaviour of social network users before aggregating the results into popularity charts. Starcount is affiliated with different social networks worldwide as it measures who and what people are talking about. Users can, in effect, see who the most popular person in the world is at any given moment - albeit according to the social media stratosphere.

PopSalad



Pop Salad is a social gaming platform driven by digital media like blogs, websites and Twitter. Users can earn in-game currency by investing in and selling celebrities whose value increases or decreases based on online buzz.

Current Shareholders

Fame Ventures Ltd has an authorised share capital of 50,000 shares of which 10,000 shares have been issued as follows.

Shareholder	%
Adam Cole & [REDACTED]	97%
[REDACTED]	3%

Note:

- Shares have been reserved for [REDACTED]

Management Team Snapshot

Adam Cole – CEO & Founder

Adam has a strong background in digital media and experience in Celebrity sector

- **1990s Babylon:** launched global celebrity website with 100,000 unique visitors per day
- **2000s MyVillage Network;** Founder/Chairman 1m unique visitors per month from a zero marketing budget – sold to The Publishing Group
- **2000s Email Systems Ltd;** Founder/Investor with platform sold to Webroot Inc.
- **Current: Natterbox** Investor/Director – Company just funded by Gores Group at valuation of £50m.

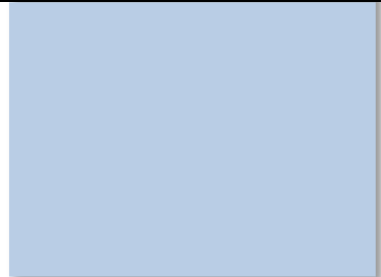
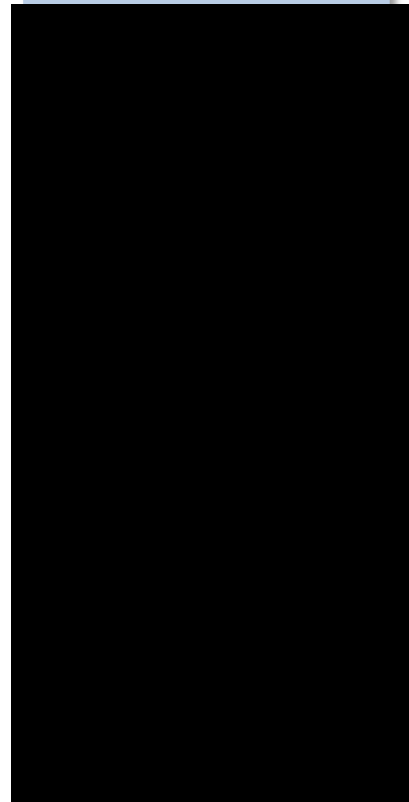


[Redacted]

[Redacted]

[Redacted]

[Redacted]



Strategic Partnerships

- We have had discussions with **MailOnline**, **Camelot** (unlikely!) and **Northern & Shell**. It's not easy to sign deals with publishers for a game that doesn't exist and has yet to be played.
- Approaches will now be made in earnest as we have a live game with real players.
- Publishing partners are not essential, and don't even feature in the business plan. They are arguably not necessary and may dilute the brand – we will be very selective.

Celebrity Intellectual Property

We have received legal advice from celebrity IP specialist [REDACTED] that our games don't infringe IP rights of the Names on the exchange.

This opinion has been confirmed by [REDACTED]. His written opinion is available for review.

As long as we don't imply that any celebrity has endorsed the product we don't have an issue.

This risk could be insured against in the event that it was felt necessary to quantify risk.

The Management Team

- The CEO is committed to the business and has substantial knowledge and expertise in digital strategy and technology around which he has created this opportunity.
- CEO appreciates that his skill set is best suited to early stage businesses and he's committed to being replaced as the business matures.
- Marketing Director & CTO both have proven track records, and in the case of the CTO – the proof is in the platform. Our main sub-contractors have worked for the company for years and are well proven.

Exit Strategy

There is no present exit strategy and the company will make significant returns to investors in any event. Possible exits include:

- Trade Sale
- IPO on AIM

Appendix 1 - Home Page

The screenshot displays the Fame500 mobile application interface. At the top, there are navigation tabs for 'ALL', 'Tv & Radio', 'Acting', 'Music', 'Sport', 'Establishment', and 'Fashion & Arts'. Below these is a 'BUZZ CHART' section with a search bar and a '500' indicator. The chart lists the top 8 celebrities with their names, profile pictures, and values in British pounds (£). To the right of the chart is a news feed with several article thumbnails and headlines.

Rank	Celebrity	Value (£)
1	One Direction	£1.15
2	Rihanna	£1.09
3	Miley Cyrus	£1.05
4	Harry Styles	£1.02
5	Lady Gaga	£0.99
6	Will I Am	£0.97
7	Johnny Depp	£0.94
8	Pharrell Williams	£0.92

News Feed Headlines:

- Chris Evans did a lot of gymnastics ...
- Gwyneth Paltrow isn't popular ...
- Keri Russell dating ...
- Sam Worthington may star alongside ...
- Justin Bieber offidally retiring ...
- Rihanna sued her former accountants ...
- Harry Styles has responded ...
- Prince Harry in vacation ...

Appendix 2 - Voting Game

Voting plays an important part in the main **Fame500** game. This gives Players an engaging element that costs nothing to play

The screenshot displays the Fame500 BETA website interface. At the top, there is a search bar and navigation links for Lists, Portfolio, Account, Help, and Logout. Below the search bar are tabs for different categories: ALL, TV & Radio, Acting, Music, Sport, Establishment, Fashion & Arts, and What's this all About?!. The main content area shows a ranked list of celebrities with their names, profile pictures, and voting statistics. The list is currently showing items 1 through 6. To the right of the list, there is a 'News' section with several articles and small images.

Rank	Change	Celebrity	Score	Up	Down
1	↑	Lady Gaga	5,259	58	
2	↑	Will.i.am	4,876	26	
3	↑	Jay Z	4,730	28	
4	↑	Justin Bieber	4,598	39	
5	↑	One Direction	4,286	29	
6	↑	Rihanna	3,966	19	

News snippets on the right side of the page include:

- Natalie Portman to get French nationality**: Natalie Portman is planning to apply for French nationality, once.
- Daniel Radcliffe: Love is no fun**: Daniel Radcliffe claims 'love is not fun' and he has let his experiences of...
- Sandra Bullock didn't think she deserved Oscar**: Sandra Bullock has revealed she didn't 'feel worthy' to win an Oscar.
- Simon Cowell: Britney Spears couldn't criticize**: Simon Cowell ruminates...

Appendix 3 – Facebook Gaming vs. Gambling Games

Fame500 combines the best of both breeds:

	Social Gaming	Best of Both Fame500	Online Gambling
Low Acquisition Cost	✓	✓	✗
High % Paying Players	✗	✓	✓
High % Retention	✓	✓	✗
High Lifetime Value	✗	✓	✓
High Social Referrals	✓	✓	✗

Low Acquisition Cost – lack of competition, strongly engaged social channels, cheap key words, and novel proposition, strong PR and word of mouth

Conversion to Pay Play – this will be at least as high as gambling propositions such as bingo. Fame500 “click to Free Play” conversion currently running at 14.5% with no brand recognition.

Retention – the stake is not “lost”, and the game never ends. So a conscious decision has to be made to terminate the game

Lifetime Value – driven by strong returns and high % of winners

Referrals – through our powerful Player Referral Scheme exploiting Facebook & Twitter

Appendix 4 - Some Marketing Strategies

TOP PORTOFOLIO COMPETITION **£10,000** FOR CHARITY



News slots on celeb and Entertainment channels



There are a vast number of potential marketing campaigns - a competition where 4 celebrities choose their own portfolios, we re review progress over a 6 week period and award £10,000 to a charity of chosen by the winning celebrity.

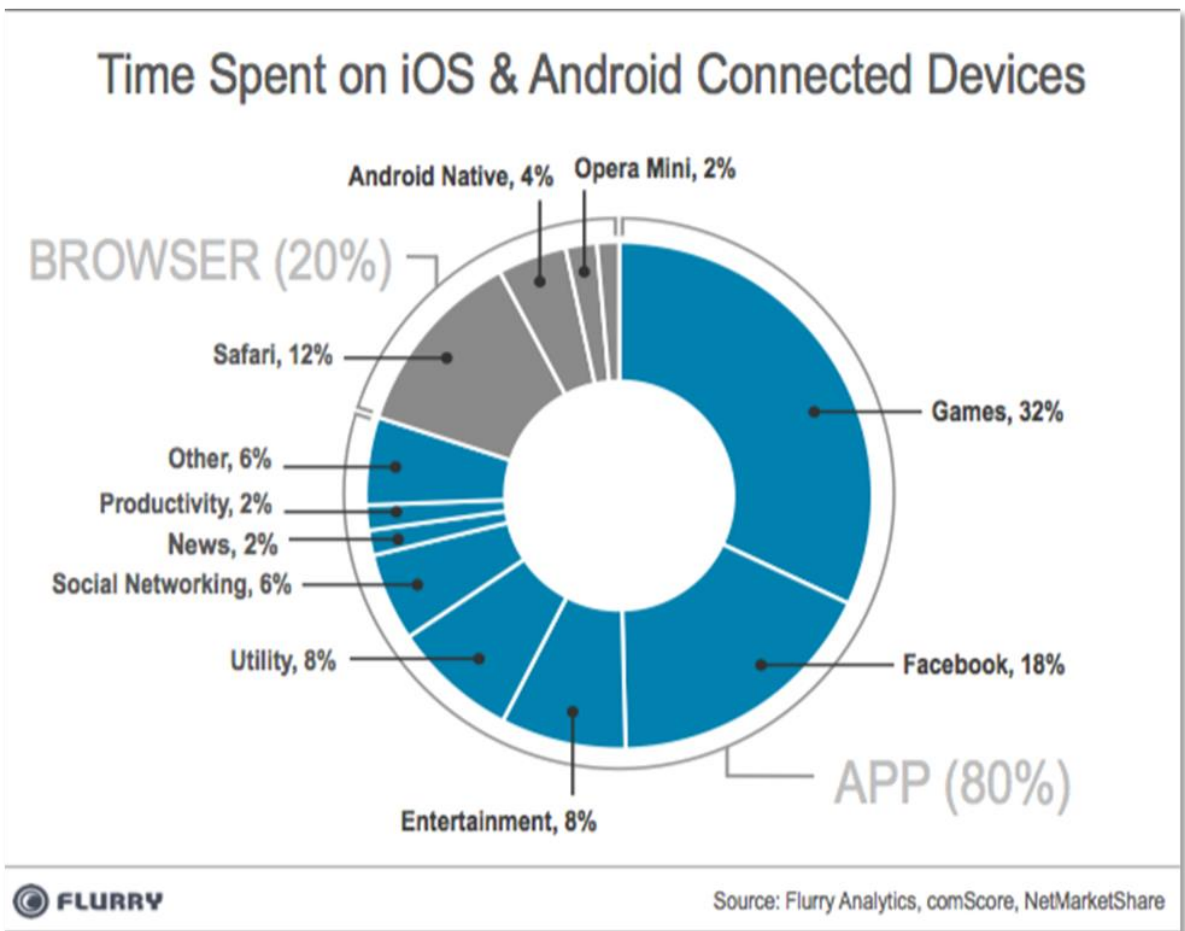
Running short slots on celebrity channels on Sky would be excellent advertorial content.

The game has a great deal of potential for mentions on the radio.

Appendix 5 – The Future is Mobile

We are totally focused on mobile access as the future – our website is primarily only a test environment for what we will launch for tablet and mobile.

“Mobile to overtake fixed internet access by 2014”



Appendix 6 - Notes on Technology

Platform	
Hosting:	Rackspace Servers
Database:	Redis + Mysql

Technology Advancements:

FameVentures has the benefit of the latest technology that has been thoroughly tried and tested and we have no legacy issues. The technology allows for speed, flexibility and scale.

Redis database for blazing fast performance for the api services in trading engine, voting engine and news content servers.

Continuous Integration and Automated Testing with karma mocha, grunt and travis deploying to openshift and rackspace for static and cdn files.

Node.js to build applications twice as faster with fewer people, writing less code and managing less files.

Backbone.js for rendering the UI and creating responsive incrementing loading and interactive website which enhances the user experience and compatible on mobile devices.

CRIME AND DISORDER

General

1. Fame Ventures Ltd adopts a risk-based approach to minimising exposure to illegal activities, with a particular focus on minimising exposure to money laundering.

User Due Diligence and Payments

2. Each new user must provide their full name and email address at registration.
3. Each new user must then provide their date of birth and current address and pass through dual identity checks before topping up and entering a pay-to-play game. First check is for full name and current address; second check is for full name and date of birth.
4. Even if a user does not intend to top up or enter a pay-to-play game they must provide their date of birth and current address and pass through the dual identity checks 48 hours after registration.
5. If electronic identification is not possible, users are asked to provide two forms of paper identification electronically (passport or driver's license for name and date of birth, and a utility bill for current address).
6. Users are not able to continue to use the site if identity checks are not passed.
7. Further identity checks are conducted at the point of payment. A user's method of payment (such as a credit card) must match the account details.
8. Fame Ventures Ltd users are subject to random identity confirmations to minimise the risk of sharing and appropriation of accounts.
9. If country of residence provided during registration does not match the geolocation of their IP address, the user is asked to explain why.
10. Users are not allowed to have more than one account and accounts are non-transferable.
11. Cash-outs require password validation.
12. Cash-outs send money back to the originating account wherever possible.
13. The same payment method cannot be used on more than one account.

Data Analysis and Detection of Suspicious Activity

14. Fame Ventures Ltd monitors user activity to detect suspicious activity or transactions. A threshold approach is adopted. Monitored activity includes but is not limited to:
 - (a) Absolute limits – expenditure of >£1,000 in a 24 hour period;
 - (b) Expenditure that is more than 2 standard deviations from total average user expenditure;
 - (c) Expenditure that is more than 2 standard deviations from average specific user expenditure;
 - (d) Interactions – sums of money regularly lost from one player to another;
 - (e) Trading activity – where high expenditure (>1 standard deviation) is regularly accompanied by low site activity (<1 standard deviation);
 - (f) Where multiple accounts are accessed from the same IP address;
 - (g) When accounts are accessed from a geolocation that does not match the user's country of residence;
 - (h) When users add new payment methods.
15. When any event crosses a threshold, an automatic Suspicious Activity Report (SAR) is triggered to inform the appointed Nominated Officer, who assesses the risk and decides the next steps.
16. Fame Ventures Ltd takes its responsibilities with regard to "tipping off" very seriously. Information regarding any suspicious activity is only passed to the MLRO or Nominated Officer who decides the appropriate action.
17. Fame Ventures Ltd data monitoring is reviewed on a monthly basis.
18. Fame Ventures Ltd keeps a history of all transactions and SARs.

Reporting, Substantiation and Procedure in Event of Suspicion

19. Fame Ventures Ltd acts immediately in the event of suspicion of illegal activity, using the definition put forward in R v Da Silva [2006].
20. The Nominated Officer decides what action to take. Actions include but are not limited to:
 - (a) Passing information to the police and/or asking the police for a criminal check.
 - (b) Reporting the case to the Serious Organised Crime Agency and to the Gambling Commission.
 - (c) Extra user due diligence: If the Nominated Officer believes that there is no risk of tipping off, users may be asked if they wish to provide information about their occupation, the source of their funds, business interests and why they chose to make a particular transaction.
 - (d) Freeze account, including deposits, withdrawals and playing. Basically suspending account until further investigation is complete and a satisfactory response is received.
21. Document the entire process, including internal decisions.
22. If fraud can be proven, that person would be permanently barred and the funds they won would be frozen.

Site Features

23. Fame Ventures Ltd allows and encourages users and any members of the public to make anonymous tip-offs about possible or actual illegal activity.
24. Fame Ventures Ltd allows users to join two accounts where they have been mistakenly created by the same user.
25. Fame Ventures Ltd strictly prohibits any lending of funds between users and does not provide any facility for this to occur.

Staff Training and Awareness

26. Fame Ventures Ltd members of staff must be over 18 years of age and must complete a CRB check within one month of commencement of employment.
27. Fame Ventures Ltd members of staff are required to complete comprehensive quarterly internal training and awareness courses.
28. Training includes awareness of policies relating to vulnerable persons and instruction in how to manage situations where vulnerable persons are using the site and how to respond when receiving contact from users relating to problem gambling together with awareness of criminal or fraudulent activities that Fame Ventures Ltd may be exposed to, ways to evaluate risk and procedures in the event of any suspicion of criminal or fraudulent activity.
29. All members of staff are also required to attend GamCare Social Responsibility Training upon joining and once a year thereafter. Completion of all such training will be recorded in the member of staff's personnel file.
30. Fame Ventures Ltd members of staff are required to be familiar with all company policies on gambling.
31. All members of staff are subject to the same rules and consequences as any other user on the site.

FAIR AND OPEN

General

1. Fame Ventures Ltd designs all games to be fair, transparent and accessible.
2. Fame Ventures Ltd adheres to the Gambling Commission technical standards and testing requirements.

Games rules

3. Specific game rules and conditions are clearly displayed on every game page.
4. General game rules and conditions and links to all specific game rules are available in the Terms and Conditions of Use, which are available on every page, including pre-registration, pre-sign up and Facebook pages.
5. No rule changes are allowed once a game has started and any change in game rules is communicated clearly to users.
6. Fame Ventures Ltd displays the potential prizes with equal prominence on all pages.
7. Fame Ventures Ltd does not create games that require setting odds or house odds.

Terms of Use

8. The terms governing acceptable use, terms and conditions of use, privacy and cookies of the Fame Ventures Ltd website and the games available to users on that site ("**Terms of Use**") are set out clearly on the site and made available to users in plain and intelligible language.
9. Users must confirm that they have read and accepted the Terms of Use before they can complete the registration process and access any games.

Complaints and Disputes

10. Fame Ventures Ltd's procedure for dealing with complaints and disputes is set out clearly in the Terms of Use. Users may raise complaints and bring disputes to Fame Ventures Ltd's attention by contacting customer services by email. Users are able to make anonymous complaints if they wish to.
11. We aim to reply to each complaint or notification of a dispute within 72 hours and to deal with the same promptly. If there is an error, the game in question is voided. If not, we will provide the user with a clear and full explanation.
12. Where complaints or disputes are not resolved to the user's satisfaction through the Fame Ventures Ltd complaints procedure, they will be referred to an independent third party, IBAS, for determination and a copy of any decision made by the third party will be provided to the Gambling Commission.
13. Fame Ventures Ltd retains copies of all complaints that are not resolved at the first stage of the complaints procedure.

Client Money

14. Fame Ventures Ltd ring fences client money and does not use this money for any purpose until the client spends the money in-game or withdraws it.
15. The user's account balance is always displayed, as is the amount in-play at any time.
16. Fame Ventures Ltd considers every complaint or dispute that a user makes in relation to transactions, even if the transaction occurred a significant time before raising the dispute.
17. Fame Ventures Ltd keeps a log of all transactions indefinitely.

System testing for new products and features

18. All new games and features must comply with the Gambling Commission technical standards and testing requirements and the GamCare Player Code of Practice. Every new game and feature must pass through internal testing.
19. Each aspect of development, no matter how small, is passed from one developer to be tested by someone who has not been involved in developing that aspect of the site.
20. Annual testing by third party testing house on all systems.
21. Games and features relating to payment systems and storage of user data tested by third party testing house before launch.

Staff Training and Awareness

22. Fame Ventures Ltd members of staff must be over 18 years of age and must complete a CRB check within one month of commencement of employment.
23. Fame Ventures Ltd members of staff are required to complete comprehensive quarterly internal training and awareness courses.
24. Training includes awareness of policies relating to vulnerable persons and instruction in how to manage situations where vulnerable persons are using the site and how to respond when receiving contact from users relating to problem gambling, together with awareness of the importance of fair, transparent and accessible gaming and the requirements of the Gambling Commission and the GamCare Player Code of Practice in this regard.
25. All members of staff are also required to attend GamCare Social Responsibility Training upon joining and once a year thereafter. Completion of all such training will be recorded in the member of staff's personnel file.
26. Fame Ventures Ltd members of staff are required to be familiar with all company policies on gambling.
27. All members of staff are subject to the same rules and consequences as any other user on the site.

CHILDREN AND VULNERABLE PERSONS

General

1. Fame Ventures Ltd takes its responsibility for protecting children and vulnerable persons very seriously. A Responsible Gaming page on sensible gaming practices for users to refer to is prominently placed on the site, which warns users that underage gambling is illegal.
2. Fame Ventures Ltd adheres to the GamCare Player Protection Code of Practice to ensure protection of children and vulnerable persons and intends to gain and maintain Gamcare Certification.

Age Restriction and Enforcement

3. Fame Ventures Ltd only allows those over the age of eighteen (18) to use the site. This is made clear by use of an over 18s sign displayed on all site pages, including pre-registration, pre-sign up and Facebook pages. All pages include a link to content filtering software.
4. Users are required to provide their date of birth during the registration process.
5. A message regarding underage play and the steps taken by Fame Ventures Ltd to verify age is clearly displayed on the registration page.
6. Each new user is required to affirm that they are of legal age.
7. Each new user must pass through dual identity checks, including confirmation of their date of birth, even if they do not intend to top up, enter a pay-to-play game, enter a prize competition or redeem a voucher.
8. If electronic identification is not possible, users are asked to provide two forms of paper identification electronically (passport or driver's license for name and date of birth, and a utility bill for current address).
9. If date of birth provided cannot be confirmed, users are not able to access the site.
10. Fame Ventures Ltd users are subject to random identity confirmations to minimise the risk of sharing and appropriation of accounts (for example, where a parent signed up on behalf of a child or young person).
11. Fame Ventures Ltd does not employ persons below the age of 18.
12. Fame Ventures Ltd uses an anonymous reporting service where anyone can bring it to our attention that someone is a minor so that we can investigate further.
13. Fame Ventures Ltd reserves the right to suspend or terminate accounts where we suspect a minor is using it. Fame Ventures Ltd also reserves the right to contact the police.
14. Fame Ventures Ltd will forfeit any winnings and close any account that a minor has used.
15. Fame Ventures Ltd's website permits filtering software to be used by adults (parents and guardians) in order to restrict access to the site.

At Risk Persons

16. Fame Ventures Ltd recognises that some users may be more exposed to the risks of gambling than others, especially those persons with mental health problems, learning difficulties or a substance abuse history.
17. Fame Ventures Ltd offers users the option to take a short survey that rates their risk of developing problems through gambling.
18. Fame Ventures Ltd works with researchers at the University of Oxford and intends to consult with the Gambling Commission to continually optimise this survey to better understand those users at risk.
19. Fame Ventures Ltd offers many sources of help and support for at risk persons.

Staff Training and Awareness

28. Fame Ventures Ltd members of staff must be over 18 years of age and must complete a CRB check within one month of commencement of employment.

29. Fame Ventures Ltd members of staff are required to complete comprehensive quarterly internal training and awareness courses.
30. Training includes awareness of policies relating to vulnerable persons and instruction in how to manage situations where vulnerable persons are using the site and how to respond when receiving contact from users relating to problem gambling together with the use of age verification procedures used on the site.
31. All members of staff are also required to attend GamCare Social Responsibility Training upon joining and once a year thereafter. Completion of all such training will be recorded in the member of staff's personnel file.
32. Fame Ventures Ltd members of staff are required to be familiar with all company policies on gambling.
33. All members of staff are subject to the same rules and consequences as any other user on the site.

At Risk Members of Staff

20. Fame Ventures Ltd believes that employees are more vulnerable to the risks of gambling than they otherwise would be and takes responsibility for protecting members of staff where possible.
21. Members of staff are made aware of the risks they are exposed to, ways to minimise these risks and what courses of action to take should they need help.
22. In the event of a member developing a gambling-related problem, Fame Ventures Ltd will work with members of staff and practitioners to take the best decision in the interest of the person concerned.

SOCIALLY RESPONSIBLE GAMBLING

General

1. The Fame Ventures Ltd policy on social responsibility is founded on the belief that the company can be a positive force by pro-actively taking responsibility for minimising risks to users, and the belief that the long term profitability and viability of the business depends on happy, safe users.
2. Fame Ventures Ltd takes its responsibilities to its users very seriously and makes every effort to comply with all aspects of the GamCare Player Protection Code of Practice. This includes prominently placing on its site a Responsible Gaming page on sensible gaming practices for users to refer to.

Tools and Features to Help Users

3. Fame Ventures Ltd uses a range of tools and features to ensure that all users have the opportunity to manage their gambling and enjoy their experience fully, including deposit limits, session time limits and self-exclusion.
4. Users are able to set daily, weekly or monthly deposit limits through the site and/or through telephone or email contact with customer services. If any limit is requested through the site, this shall automatically be enforced by Fame Ventures Ltd with immediate effect; if the request for a limit is made via customer services, then if there is to be any delay in setting the requested limit, Fame Ventures Ltd will confirm to the user when the limit shall take effect as soon as practicable. The facility to set a deposit limit is available at the first deposit made by the user. A request to raise a previously set deposit limit can only be met after 24 hours. Requests to lower a previously set deposit limits are met immediately. Fame Ventures Ltd has systems in place to ensure that deposit limits are enforced and on reaching the set limit, users will not be able to make any further deposits during the specified time period.
5. Users have access on the site to recent account history, including all deposits and withdrawals. A user's account balance is continuously displayed so that they are more easily able to monitor usage.
6. Users are able to set session timers of 30 mins, 1 hour or 2 hours. Once the period has elapsed, users are notified and given the option to log out or continue.
7. A clock displaying the current time is clearly visible to users at all times.
8. Fame Ventures Ltd is committed to developing new tools and features to help users.

Self-Exclusion

9. Fame Ventures Ltd has procedures in place to enable users to self-exclude from Fame Ventures Ltd at any time:
 - (a) Users can choose to self-exclude for six (6) months or twenty-four (24) months;
 - (b) Users can self-exclude using the self-exclusion tool available on the Responsible Gaming page and in the footer on every page. Users are asked to confirm that they understand and accept the consequences of self-exclusion.
 - (c) Users cannot reconsider their self-exclusion until the period of self-exclusion is completed;
 - (d) Self-excluded user accounts are closed immediately and any outstanding balances are returned;
 - (e) Self-excluded users are removed from all in-game groups and teams and from Fame Ventures Ltd's marketing lists and will not be contacted by Fame Ventures Ltd for any reason unless and until the self excluded user has re-activated their account.
10. Any self-excluded user who wishes to re-activate their account may only do so after the completion of the specified period of self-exclusion. A request to re-activate an account can only be met after a 24-hour cooling off period, after which the user will need to restate their desire to re-activate their account.

11. Fame Ventures Ltd will only accept positive requests to re-activate an account by telephone or email through customer services, where an appropriately trained member of staff will handle the request. Re-activating users will be required to complete the self-assessment questionnaire set out in the self-assessment tool located on the Responsible Gaming page prior to re-activation.
12. Full information regarding the self-exclusion process is set out in the Responsible Gaming page on the site.
13. Fame Ventures Ltd shall provide any users who have chosen to self exclude with contact information for accessible help services (for example GamCare) and will be encouraged to seek support. Fame Ventures Ltd advises all users choosing to self-exclude to do the same in respect of any other betting and gaming activities carried on by that user.
14. Fame Ventures Ltd keeps a register of those excluded users with appropriate records of their details and all card numbers to be excluded.

Data Analysis and Detection of Problem Gambling

15. Fame Ventures Ltd collects a wide range of data on user behaviour. If there is a suspicion that a user is developing a problem, Fame Ventures Ltd (acting by a person with the appropriate level of training) will attempt to engage the user in a dialogue. Fame Ventures Ltd will encourage the user to make use of the tools and features available to control their gambling and make them aware of organisations where they can get help. Monitored activity includes but is not limited to:
 - (a) Expenditure that is more than 2 standard deviations from average specific user expenditure;
 - (b) Where multiple accounts are accessed from the same IP address (please see below);
 - (c) When users add new payment methods;
 - (d) Where users add an unusually large sum of money following a recent loss;
16. When any event crosses a threshold, an automatic communication is raised to the appropriate member of staff to handle it.
17. Fame Ventures Ltd also reserves the right to suspend or cancel a user account if there is any evidence to suggest that a user may harm himself by continuing.
18. Fame Ventures Ltd data monitoring is reviewed on a monthly basis.
19. Fame Ventures Ltd keeps a history of all user activity and communication.
20. Users are not allowed to have more than one account and accounts are non-transferable.

Marketing

21. Fame Ventures Ltd adheres to the GamCare and the Advertising Standards Authority's recommendations regarding marketing standards, with a particular focus on not advertising to children and young persons under the age of 18, and responsibilities to the public on how gambling is promoted.
22. As stated above, Fame Ventures Ltd will take steps to remove the names and details of any self-excluded user from any marketing database used by Fame Ventures Ltd or Fame Ventures Ltd.

Problem Gambling

23. Fame Ventures Ltd is committed to supporting research into problem gambling and its prevention and treatment.
24. Fame Ventures Ltd is committed to educating its users on the risks of gambling and how to gamble safely by adhering to the letter and spirit of the GamCare Player Protection Code of Practice and by including a Responsible Gaming page on the site which sets out (among other things) advice on responsible gaming practices, a problem gambling self-assessment questionnaire, details on self-exclusion, and links to various support networks including GamCare, Gamble Aware, Gamblers Anonymous and Gordon Moody Association.
25. Fame Ventures Ltd is committed to identifying and treating problem gamblers by using the monitoring tools and data analysis mechanisms detailed above.

Staff Training and Awareness

26. Fame Ventures Ltd members of staff must be over 18 years of age and must complete a CRB check within one month of commencement of employment.
27. Fame Ventures Ltd members of staff are required to complete comprehensive quarterly internal training and awareness courses.
28. Training includes awareness of policies relating to vulnerable persons and instruction in how to manage situations where vulnerable persons are using the site and how to respond when receiving contact from users relating to problem gambling.
29. All members of staff are also required to attend GamCare Social Responsibility Training upon joining and once a year thereafter. Completion of all such training will be recorded in the member of staff's personnel file.
30. Fame Ventures Ltd members of staff are required to be familiar with all company policies on gambling.
31. All members of staff are subject to the same rules and consequences as any other user on the site.

3 Remote gambling and software technical standards (RTS)

RTS 1 – Customer account information

To provide customers with easily accessible information about their current balances.

Fame500 have worked to a strict template of design. Within this template, the need for customers to easily access information on their current balances is a high priority. Players, when logged into an Fame500 site or playing any of the games provided on the site, have consistent access to their account and when in a game a display informing them of their current balance.

Fame500 accept deposits of GBP£ only. This information is only available once the player has logged in. Players are only provided with one account and this is used for all products.

Players, whilst logged in and playing a game are presented with a games screen which informs them of the current balance (all products), stake and total sum of their chosen wager.

RTS 2 – Displaying transactions

All gambling

To enable the customer to understand the value and content of their transactions.

- a. Players are provided with the amount being gambled in the currency of deposit. Fame500 accept GBP£ only.
- b. Fame500 do not convert the currency of deposit of the player.
- c.
 - i. Information about the value of the gamble is displayed appropriately.
All transactions for play are displayed in the player's depositing currency i.e. GBP£.
 - ii. Fame500 do not host poker tournaments
 - iii. Fame500 do not provide lotteries
- d. Fame500 do not provide subscription lotteries

RTS requirement 2B

- a. The Player is presented with consistent information within all game products these include:
i., ii., iii.

Game name Displayed on the game page

Restrictions of play

Instructions on how to play, including a pay table for all prizes and special features. Accessible via a link on the game page. (Fame500 games do not have special features, paytables)

Current account balance displayed in currency. Displayed on the game page

Unit and total bet. Displayed on the game page

The bet denomination (and where applicable the tokenisation) of the game is clearly visible or can be easily deduced. The artwork either states the maximum bet. The minimum bet is either readily available or easily deduced.

- b. Fame500 do not accept telephone bets

- c. All of the above information is displayed as the default option

d. Fame500 do not provide subscription lotteries

**RTS 3 – Rules, game descriptions and the likelihood of winning
Gaming (including bingo), lotteries and betting on virtual events**

RTS requirement 3A

- a. All games rules are available in the game pages via an accessible link
- b. Explanations are available from accessible links within game pages and on the homepages of the site(s)
- c. Restricted play devices at a minimum provide explanatory content via links or menus
- d. Explanatory content includes:
 - i. Game name
 - ii. Game rules/explanation
 - iii. Restrictions on play, if any
 - iv. The number of decks in play for card games (Fame500 do not provide casino style games)
 - v. Fame500 do not provide progressive style prizes.
 - vi. Clear instructions are provided on how to interact with the game
 - vii. Fame500 do not provide players with metamorphic games
 - viii. Fame500 do not provide lottery games

RTS requirement 3B

- a. The player is informed of the current state of play within the game client. The player is displayed information of the state of the current game i.e. Playing. The player is also kept aware of their progress within the game by a display.
The state of play in all games is clearly discernible
- b. Fame500 do not provide bonus games.
- c. Fame500 does not supply lotteries.

RTS requirement 3C

- i. Fame500 provide a full description of how games work, the determination of winners and prize allocation contained within game rules, terms and conditions and pay tables.
- ii. Fame500 games are decided upon movements on the financial markets. A winning bet is determined by the decisions made by the players. No RNGs are used to decide winning games or selections.
- iii. The odds are displayed to the player.
- iv. the probability (likelihood) of winning events occurring is contained within the games rules and pay tables.
In addition to Game Rules, Help pages may be provided and 'Rollover' pop ups to display functional descriptions or possible outcomes.

RTS requirement 3D

- a. The amounts players can win are displayed prior to making a bet.
- b. Fame500 do not provide peer-to-peer games.
- c. Fame500 game clients operate fix prizes.
- d. Pay tables, game rules and help pages may display artwork or other supporting material.
- e. Information is made easily accessible via hot links or pay tables, game rules and help pages.
- f. Fame500 do not provide progressive prize games.

RTS 4 – Time-critical events

Gaming (including bingo), and betting on virtual events

RTS requirement 4A

Fame500 do not provide games where the speed of interaction has a significant effect on the customer's opportunity of winning.

RTS 5 – Result determination

RTS requirement 5A

- a. The Fame500 system and games have been fully tested. Under normal operation, and in the absence of technical faults, the system and games will act in accordance with the rules.
- b. All testing of new systems and product are conducted within a disciplined production and development environment. This is divided into development environment, staging environment and then moved to the 'live' environment after testing has been conducted. All games products are tested to comply with the published rules.
- c. Customers are notified when errors that affect them, for example, incorrectly settled bets, have occurred as soon as is practicable after the event occurs. The Fame500 back office enables Fame500 trained and vetted staff to correct incorrectly settled bets.

RTS 6 – Result determination for play-for-fun games

Gaming (including bingo), lotteries, and betting on virtual events

RTS requirement 6A

Fame500 do provide play-for-fun games, the logic employed in those games mirrors that of Play-for-real games.

RTS 7 – Generation of random outcomes

Gaming (including bingo), lotteries, and betting on virtual events

RTS requirement 7A

Fame500 games do not utilise RNGs

Mapping and scaling Fame500 games do not utilise RNGs

RTS requirement 7B

Fame500 games are implemented as described in the available rules. As far as is reasonably possible, games and events are implemented fairly and in accordance with the rules and prevailing payouts, where applicable, as they are described to the customer.

RTS requirement 7C

If a virtual event simulates a physical device, the theoretical game probabilities match the probabilities of the real device.

The display of the result of a game is not misleading or deceptive to the customer. All game rules and artwork are accurate and all customers have the opportunity of achieving an advertised outcome.

RTS requirement 7D

Fame500 will not alter the rules, payouts and outcome probabilities of a virtual event or game while it is available for gambling, except as provided for in the rules of the game. Any such changes will be brought to the customers attention via a pop up message displayed to the player when they log onto the system or the game which has been altered. Any changes will be made in the development area of the system platform, tested within the test environment and then, when testing and certification is completed, will be moved to 'live'. Unspecified rules and game changes will not be made.

RTS requirement 7E

- i) The display of the result of a game is not misleading or deceptive to the customer (i.e. does not improperly indicate a near miss).
- ii) The outcome of each game is displayed for a reasonable length of time.
- iii) Fame500 confirms that in relation to prizes in artwork, the following applies:-
 - The customer is made aware of the amount wagered, the amount won and the event determination i.e. whether they have won or lost.
- iv) Game wins are shown in British Pounds only.

RTS 8 – Auto-play functionality **Gaming**

RTS requirement 8A

Fame500 does not utilise an auto play function.

**RTS 9 – Skill and chance games with auto-play
Gaming**

RTS requirement 9A

Fame500 games do not utilise an auto play function.

**RTS 10 – Interrupted gambling
Peer-to-peer betting and gaming (including bingo)**

Fame500 do not provide peer-to-peer betting and gaming.

RTS requirement 10B

When normal operation is interrupted due to a fault or error, Fame500 takes measures to ensure that users are treated fairly and that they are aware of how they will be treated if interruptions occur. Specifically, Fame500 has an automated system for flagging when unexpected system flaws, faults, or errors occur, including a robust automated system for recovering from failures that cause interruptions to gaming. Fame500 voids games automatically or manually and suspends future games during fault periods. In the case of a fault, wagers are returned in full to the user

**RTS 11 – Limiting collusion/cheating
Peer-to-peer gaming**

RTS requirement 11A

Fame500 do not provide peer-to-peer games.

**RTS 12 – Financial limits
All gambling**

RTS requirement 12A

- a. Fame500 do not provide telephone betting.
- b. For other access media (including internet, interactive TV and mobile), customers can contact customer support and impose any limitation on their account which they desire.
- c. Limits
 - i. Deposit limits: players can request a deposit limit. The deposit limit is immediately active. If a player chooses to relax a limit it becomes active 24 hours later.
 - ii. Spend limits: See, Deposit limits above point (i)
 - iii. loss limits: N/A
- d. The period/duration of the limit will be no less than one day (or 24 hours).
- e. In addition:
 - i. As well as being able to set deposit limits players can request the disablement of their ability to play on the Fame500 product/site.
 - ii. Deposit Limits are imposed across all products.
 - iii. The ability to set a financial limit is available via the player account page.

iv. Players will always have access to the Contact Us link of Player Account link in the footer of the game page.

RTS requirement 12B

- a. Any relaxation of a player limit i.e. a player wishes to increase their spend, is subject to a 24 hour cooling off period.
- b. Any strengthening of a player limit i.e. a player wishes to reduce their spend, is effective immediately.

RTS 13 – Time requirements

All gambling except telephone gambling

RTS requirement 13A

The Fame500 system does not use a default full screen client application that obscures the clock on the customer's device.

- a. Time of day will be taken from the customer's own device or 'server time' and is displayed in hours and minutes.
- b. Fame500 will not detect whether or not customers have hidden their clocks.
- c. Elapsed time will be displayed in minutes and hours.
- d. For restricted display devices, time of day or elapsed time will be displayed where the device supports it.

RTS 14 – Responsible product design

All gambling

RTS requirement 14A

Fame500 products do not actively encourage customers to chase their losses, increase their stake or increase the amount they have decided to gamble, or continue to gamble after they have indicated that they wish to stop.

- a.
 - i. the Fame500 system does not allow the amount of funds taken into a product to be topped up without the customer choosing to do so on each occasion.
 - ii. written or graphical information does not encourage customers to try to win back their losses
 - iii. customers who have chosen to exit a game are not encouraged to continue playing by, for example, being offered a free game.
- b. N/A

4 Information provision annex (IPA) standards

IPA 1 – Customer account information

IPA requirement 1A

- a. Each player account has an event report called the Account History accessible by accessing the My Account function – which highlights the movements in the customers' balances and incorporates real money credits, cash-ins (withdrawals) and wagering movements. The system

also tracks each attempted deposit a player makes and if a deposit is rejected it will provide a reason which is as detailed as the processing merchant provide.

b. Players on the Fame500 system have access to tools which allow them to track their complete gambling activity via the “Account History” tab.

c. Fame500 customers do not move funds between products.

d. Fame500 does not provide telephone betting.

e. For gaming, where detailed historic game information is not necessarily directly available to customers, customers have easy access to details of the last game played and summarised information for previous activities.

f. For restricted display devices, customers that cannot access account history information will be supplied details by post if requested.

IPA 2 – Displaying transactions – third party user-interfaces

IPA requirement 2A

All third party products supplied to Fame500 must conform to Fame500’s own product requirements, be independently tested and certified. Therefore, players will be supplied with all the information relevant to Fame500 games and will not have any information withheld, in particular with regard to transactions.

IPA 3 – In-running betting

Betting and peer-to-peer betting

IPA requirement 3A

Fame500 do not provide In running betting and peer-to-peer betting

IPA 4 – Use of automated gambling software

Peer-to-peer gambling

IPA requirement 4A

Fame500 do not provide peer-to-peer gambling

IPA requirement 4B

Fame500 do not provide Betting and peer-to-peer gambling

IPA 5 – Time-critical events

Gaming (including bingo), betting on virtual events, and peer-to-peer betting

IPA aim 5

IPA requirement 5A

Fame500 do not provide time critical events to customers.

IPA 6 – Interrupted gambling

Gaming (including bingo), betting on virtual events, and peer-to-peer betting

IPA aim 6

IPA requirement 6A

Customers are informed about Fame500's policies with regard to interrupted gaming in Fame500's Terms and Conditions on their site(s). Terms and Conditions are continuously available from all game event pages.

IPA 7 – Limiting collusion/cheating

Peer-to-peer gaming

IPA aim 7

IPA requirement 7A

Customers are informed about Fame500's policies with regard to cheating in Fame500's Terms and Conditions on their site(s). Terms and Conditions are continuously available from all game event pages.

Fame500 do not facilitate peer-to-peer gaming

5 Remote gambling and software technical standards – security requirements

Security requirements summary

A.5 Security Policy

Objective A.5.1 Information security policy

See Appendix 5.1. Security Policy Document

Requirement A.5.1.1 Information security policy document

The Fame500 Security Manager is responsible for the implementation and enforcement of the Security Policy. This includes the management of day-to-day activities related to the implementation and monitoring of compliance to the Security Policy. The main tasks include:

- Monitoring and reporting on the state of information security within Fame500
- Ensuring that the Information Security Policy is implemented throughout Fame500
- Developing and enforcing procedures to maintain security
- Ensuring compliance with relevant legislation
- Ensuring that Fame500 personnel are aware of their responsibilities and accountability for information security through the provision of training/awareness raising
- Monitoring for actual or potential information security breaches. Detailed responsibility for particular systems or business operations will be delegated to the relevant managers.

Fame500 has produced a Security Policy which will be distributed to all staff and relevant external parties.

Requirement A.5.1.2 Review of the information security policy

Fame500's Security Policy will remain under a planned review process or will be revisited after significant changes occur to ensure its relevance. This process will take place at least once per year.

A.6 Organization of information policy

A.6.1 Internal organization

A clear understanding of the perceived threat is necessary, along with effective Information Assurance policies and procedures, assignment of roles and responsibilities, commitment of resources, training of critical personnel (e.g. users and system administrators), and personal accountability.

This includes the establishment of physical security and personnel security measures to control and monitor access to facilities and critical elements of Fame500's Information Technology environment. However, most importantly, management will actively support security within the organisation. Initially this will be achieved by senior management's support and cooperation with the Security Manager or Compliance Manager in adhering to the Security Policy controls and guidelines.

Requirement A.6.1.8 Independent review of information security

This Security Policy manual, its implementation and systems will be subject to periodic review by both internal and external auditors, the recommendations from which will normally be implemented unless specific dispensation is given at the Fame500 management level. An external audit will be conducted at least once a year.

A.8 Human resources security

A.8.2 During employment

A.8.2.2 Information security awareness, education and training

Management responsibilities

Management must:

Ensure that all current and future staff are instructed in their responsibilities relating to the security of information.

- Ensure that all staff using production computer systems/media are trained in their use.
- Ensure that no unauthorised or untrained staff are allowed to access any of Fame500 systems, both computerised and paper based.
- Written authorisation should be submitted to the Security Manager, for any staff, including temporary staff, requiring access to Fame500's Information systems prior to access being given.
- Determine which individuals are to be given authority to access specific computer systems. Where the system allows it, the level of access to specific systems should be on a job function need.
- Implement procedures to minimise Fame500's exposure to fraud/theft/disruption of its systems, such as segregation of duties/dual control/staff rotation in critical susceptible areas.

- Ensure that current documentation is always maintained for all critical job functions to ensure continuity in the event of individual unavailability.
- Ensure that staff are aware of the need to declare any potential personal conflicts of interest. For instance, an individual working on an IT procurement assignment should make it known if they or any close relatives have direct interest in a potential supplier.
- Prior to an employee leaving, or to a change of duties, managers should ensure that:
 - Passwords are removed or changed as appropriate
 - Relevant partners or departments are informed of the termination or change, and the name is removed from authority and access lists
 - Reception staff and others responsible for controlling access to appropriate premises, are informed of the termination, and are instructed not to admit in future without a visitors pass
 - In rare cases it may be appropriate to assign staff to non-sensitive tasks whilst working out their notice
 - FAME500 property, including information, is returned. Particular attention should be paid to the return of items that may allow future access. These include personal identification devices, cards, keys, passes, manuals and documents.

Staff responsibilities

- Each Fame500 employee is personally responsible for ensuring that no breaches of information security result from their actions
- Each Fame500 employee should declare any potential conflicts of interest
- Each Fame500 employee must take responsibility for accessing only areas of a system required to fulfil their job function and not access areas within the system, which hold data not relevant to their work
- Information is a major asset of Fame500. All staff have a duty and responsibility to Fame500, its customers and to fellow colleagues to protect this asset from unauthorised use, disclosure, access, modification and destruction
- Under no circumstances can staff sell or otherwise disclose Fame500 information for personal profit or gain
- Each employee must ensure that the person receiving information is authorised to receive it, where there are doubts checks should be made to ascertain the identity of the recipient prior to disclosure
- Employees must report any breaches of security or security incidents to their line manager and/or the Security Manager immediately
- Wherever possible, sensitive data must be cleared from desks and computer screens blanked when workstations are unmanned
- Staff who leave Fame500 must ensure that all equipment and information is returned to their manager prior to leaving
- Staff who access computer systems must keep their password secret and never disclose them to colleagues
- Any electronic files containing sensitive data must be password protected using the facilities built into the local software

A.8.3 Termination or change of employment

A.8.3.3 Removal of access rights

Access privileges are modified or removed, as appropriate, when an individual changes job or leaves. The Security Manager is responsible for modifying or removing access privileges before an individual's final employment date.

A.9 Physical and environmental security

A.9.2 Equipment security

Requirement A.9.2.1 Equipment siting and protection

All equipment required to operate the games are to be hosted by Heroku Inc, their corporate headquarters are located at: 650 7th Street, San Francisco, CA 94103 an approved PCI hosting facility.

Heroku's physical infrastructure is hosted and managed within Amazon's secure data centers and utilize the Amazon Web Service (AWS) technology. Amazon continually manages risk and undergoes recurring assessments to ensure compliance with industry standards. Amazon's data center operations have been accredited under:

- ISO 27001
- SOC 1 and SOC 2/SSAE 16/ISAE 3402 (Previously SAS 70 Type II)
- PCI Level 1
- FISMA Moderate
- Sarbanes-Oxley (SOX)

PCI

Heroku use PCI compliant payment processor Braintree for encrypting and processing credit card payments. Heroku's infrastructure provider is PCI Level 1 compliant.

Sarbanes-Oxley

As a publicly traded company in the United States, salesforce.com is audited annually and remains in compliance with the Sarbanes-Oxley (SOX) Act of 2002.

Penetration Testing and Vulnerability Assessments

Third party security testing of the Heroku application is performed by independent and reputable security consulting firms. Findings from each assessment are reviewed with the assessors, risk ranked, and assigned to the responsible team.

Physical Security

Heroku utilizes ISO 27001 and FISMA certified data centers managed by Amazon. Amazon has many years of experience in designing, constructing, and operating large-scale data centers. This experience has been applied to the AWS platform and infrastructure. AWS data centers are housed in nondescript facilities, and critical facilities have extensive setback and military grade perimeter control berms as well as other natural boundary protection. Physical access is strictly controlled both at the perimeter and at building ingress points by professional security staff utilizing video surveillance, state of the art intrusion detection systems, and other electronic means. Authorized staff must pass two-factor authentication no fewer than three times to access data center floors. All visitors and contractors are required to present identification and are signed in and continually escorted by authorized staff.

Amazon only provides data center access and information to employees who have a legitimate business need for such privileges. When an employee no longer has a business need for these privileges, his or her access is immediately revoked, even if they continue to be an employee of Amazon or Amazon Web Services. All physical and electronic access to data centers by Amazon employees is logged and audited routinely.

Requirement A.9.2.6 Secure disposal or re-use of equipment

Disposal and re-use of equipment is managed by AWS. AWS will replace and provide equipment as required.

A.10 Communications and operations management

Objective A.10.1 Operational procedures and responsibilities

Requirement A.10.1.4 Separation of development, test and operational facilities

The licensee's development team use Javascript and NodeJS under Linux and Windows.

The development environment uses the multiplatform Eclipse as the main environment and recommended Integrated Development Environment, but it is not mandatory, the team can use any other IDE with the reservation that the GIT Version Control projects have to be opened by the IDE without any setting change.

The first step of the development process is always analysing the requirements. The resulting requirements/functional specification is used as a reference during the development. Usually requirements may slightly change during the development process, therefore the architecture has to be as flexible as possible. Based on the requirements specification the architect designs the system and creates a system specification which covers the technical aspects of the implementation. The unique tasks will be assigned by the team leader and the developers work on the parts of the modules. During the development the architect is responsible for the incoming change requests, and leads them throughout the whole system plan. At the end of the implementation phase the testers receive the product and based on their reports the developers make the final touches.

Technical Standards and the Regulatory Requirements of the UK Gambling Commission are discussed and adhered to throughout the entire design process to achieve compliance with the UK Gambling Commission.

All production software gets tested on a stage platform. This 'stage' is a full duplicate of a production environment. Components are tested for validity and interaction in this environment before they are released to a production environment.

No operational data is used in the test environment. All data there is generated by test users and only used in the test environment.

All stage websites are password protected to prevent any customers accidentally accessing the stage environment instead of live.

Objective A.10.2 Third party service delivery management

Requirement A.10.2.1 Service delivery

By default, third party access is prohibited. If third party access should be required, then the least amount of access required for them to perform their duties, is granted. In such cases the person/s are monitored by in-house staff and the access revoked after the given duties have been performed.

Requirement A.10.2.2 Monitoring and review of third party services

The services, reports and records provided by the third party shall be regularly monitored and reviewed, and audits shall be carried out regularly.

Requirement A.10.2.3 Managing changes to third party services

Changes to the provision of services, including maintaining and improving existing information security policies, procedures and controls, shall be managed, taking account of the criticality of business systems and processes involved and re-assessment of risk.

Objective A.10.4 Protection against malicious and mobile code

Requirement A.10.4.1 Controls against malicious code

Malicious codes can be programs such as viruses, worms, Trojan applications, and scripts used by intruders to gain privileged access, capture passwords or other confidential information e.g. user account information. Malicious code attacks are usually difficult to detect as certain viruses can be designed to modify their own signatures after infecting a system and before spreading to another. Some can also modify audit logs in order to hide unauthorised activities.

The following are some examples of malicious code attacks:

1. Worms or viruses rapidly spreading through emails (e.g. I Love You, Melissa Virus);
2. Spying codes (e.g. Caligula Virus, Marker Virus, Groov Virus);
3. Remotely controlled codes (e.g. Back Orifice, NetBus); and
4. Coordinated attack codes (e.g. Trinoo, Tribe Flood Network (TFN))

The datacentre utilised by Heroku is ISO27000 and ISO19000 certified and malicious codes are prevented from breaching the Net benefit Firewall.

Requirement A.10.4.2 Controls against mobile code

Objective A.10.5 Back-up

Mobile codes are a deliberate attempt to destroy or damage data on a computer system. They are transmitted in software, which is innocently loaded onto a computer and can lead to

complete loss of data on that system. Fame500 seeks to minimise the risks of computer viruses through education and good practice/procedures.

Recommended processes to prevent virus problems:

- Always run the corporate standard, supported anti-virus software is available from the corporate download site. Download and run the current version; download and install anti-virus software updates as they become available.
- NEVER open any files or macros attached to an email from an unknown, suspicious or untrustworthy source. Delete these attachments immediately, then "double delete" them by emptying your Trash.
- Delete spam, chain, and other junk email without forwarding, in with the company's Acceptable Use Policy.
- Avoid direct disk sharing with read/write access unless there is absolutely a business requirement to do so.
- Always scan a floppy diskette from an unknown source for viruses before using it.
- Back-up critical data and system configurations on a regular basis and store the data in a safe place.

Requirement A.10.5.1 Information back-up

Databases are enabled with instant failover by keeping a standby, in-memory replica, data is persistence is kept by keeping a snapshot, every 12 hours. Archive logs and transactions are also copied every 12 hours to a separate db instance for logs and transactions.

Objective A.10.6 Network security management

Requirement A.10.6.1 Network controls

Registering Users

In order that only the relevant personnel gain access to the systems they require, a formal application needs to be made to the IT Manager. Email requests/applications are acceptable. In the event email is used to register a user for a system, the authorising manager should send the email request/application directly to the IT Manager.

Access privileges are modified or removed, as appropriate, when an individual changes job or leaves. Access privileges are modified or removed before an individual's final employment date. A leavers report is provided to the Security Manager from the Human Resources department, each month. The Security Manager notifies the relevant Systems Manager of any recent staff or contractor resignation or termination, where appropriate.

Password Policy

All system-level passwords (e.g., root, enable, NT admin, application administration accounts, etc.) must be changed on at least a quarterly basis.

- All user-level passwords (e.g., email, web, desktop computer, etc.) must be changed at least every six months. The recommended change interval is every four months.
- User accounts that have system-level privileges granted through group memberships should have a unique password from all other accounts held by that user.
- Passwords should not be inserted into email messages or other forms of electronic communication.
- All user-level and system-level passwords must conform to the guidelines described below.

General Password Construction Guidelines

Passwords are used for various purposes at the company. Some of the more common uses include: user level accounts, web accounts, email accounts, screen saver protection, voicemail password, and local router logins. Since very few systems have support for one-time tokens (i.e. dynamic passwords which are only used once), everyone should be aware of how to select strong passwords.

Poor, weak passwords have the following characteristics:

- The password contains less than fifteen characters
- The password is a word found in a dictionary (English or foreign)
- The password is a common usage word such as:
 - o Names of family, pets, friends, co-workers, fantasy characters, etc.
 - o Computer terms and names, commands, sites, companies, hardware, software.
 - o Birthdays and other personal information such as addresses and phone numbers.
 - o Word or number patterns like aaabbb, qwerty, zyxwvuts, 123321, etc.
 - o Any of the above spelled backwards.
 - o Any of the above preceded or followed by a digit (e.g., secret1, 1secret)

Strong passwords have the following characteristics:

- Contain both upper and lower case characters (e.g., a-z, A-Z)
- Have digits and punctuation characters as well as letters e.g., 0-9, !@#\$%^&*()_+|~-=\`{}[]:~<>?,./)
- Are at least seven alphanumeric characters long and is a passphrase (Ohmy1st).
 - Are not a word in any language, slang, dialect, jargon, etc.
 - Are not based on personal information, names of family, etc.
 - Passwords should never be written down or stored on-line. Try to create passwords that can be easily remembered. One way to do this is create a password based on a song title, affirmation, or other phrase. For example, the phrase might be: "This May Be One Way To Remember" and the password could be: "TmB1w2R!" or "Tmb1W>r~" or some other variation.

NOTE: Do not use either of these examples as passwords!

Password Protection Standards

Do not use the same password for the company accounts as for other non-the company access (e.g., personal ISP account, option trading, benefits, etc.). Where possible, don't use the same password for various the company access needs. Also, select a separate password to be used for an NT account and a UNIX account.

Do not share the company passwords with anyone, including administrative assistants or secretaries. All passwords are to be treated as sensitive, Confidential the company information.

Here is a list of "dont's":

- Don't reveal a password over the phone to ANYONE
- Don't reveal a password in an email message
- Don't reveal a password to the boss
- Don't talk about a password in front of others
- Don't hint at the format of a password (e.g., "my family name")
- Don't reveal a password on questionnaires or security forms
- Don't share a password with family members
- Don't reveal a password to co-workers while on vacation

If someone demands a password, refer them to this document or have them call someone in the Information Security Department.

Do not use the "Remember Password" feature of applications (e.g., Eudora, OutLook, Netscape Messenger).

Again, do not write passwords down and store them anywhere in your office. Do not store passwords in a file on ANY computer system (including Palm Pilots or similar devices) without encryption.

Change passwords at least once every six months (except system-level passwords which must be changed quarterly). The recommended change interval is every four months.

If an account or password is suspected to have been compromised, report the incident to Network Administration and change all passwords.

Password cracking or guessing may be performed on a periodic or random basis by Network Administration or its delegates. If a password is guessed or cracked during one of these scans, the user will be required to change it.

Requirement A.10.6.2 Security of network services

Objective A.10.7 Media handling

Requirement A.10.7.1 Management of removable data

All PC users are advised to save their files to either available network drives or other removable storage media to ensure files are backed up each night. Users should also recognise that personal removable media are an increasingly inappropriate backup medium. Critical information that resides on users' PCs should be configured to work with an over-the-network nightly backup process.

Requirement A.10.7.2 Disposal of media

All removable media such as CD-ROMs, memory sticks and removable drive disks, etc. should be reformatted before disposal, or properly destroyed.

Paper documents containing confidential information should be disposed of appropriately, when no longer required, either by shredding or by placing in a confidential waste bag provided by Fame500.

Requirement A.10.7.3 Information handling procedures

Information handling procedures are managed by the Data Custodian. The Data Custodian will have responsibility for:

- Ensuring the system is operated in accordance with this policy
- The information held within their system is secure and used or disclosed in accordance with this policy and/or Fame500's Confidentiality Policy (relating to customer-identifiable information)
- Ensuring the accuracy and completeness of the data held within their system. In order to control data integrity, validation checks should be carried out periodically on all data held within the system
- That output data (e.g. printouts etc.) are used and disposed of in the appropriate way
- Ensuring that information is kept only for as long as is needed and archived appropriately.

Each set of data will be the responsibility of the Data Custodian and will include:

- Identifying all the data within the area of responsibility
- Agreeing who can access the data, and what types of access each user is allowed
- Determining the sensitivity level of the data
- Approving appropriate security controls
- Ensuring compliance with relevant guidelines with the Compliance Officer

Requirement A.10.7.4 Security of system documentation

This policy establishes requirements to successfully implement security protocols and procedures into the Systems Development Life Cycle (SDLC) to ensure that a system is developed in accordance with the stated requirements, works effectively, is cost effective, is secure, is compliant and is maintainable.

Fame500 will implement baseline security controls during the developmental life cycle of all IT systems, from the point of inception. The security controls selected for each baseline must achieve the appropriate level of protection. All SDLC plans and SDLC related documents shall be kept current.

Objective A.10.9 Electronic commerce services

Requirement A.10.9.1 Electronic commerce

Any e-commerce activities conducted on a Fame500 site is subject to the same conformity and controls as on-line transactions.

Requirement A.10.9.2 On-line transactions

Fame500 uses a 3rd party payment processor, provider Intelligent Payments based in Gibraltar.

Objective A.10.10 Monitoring

Requirement A.10.10.1 Audit logging

Where possible, systems should prohibit access after a maximum of 3 unsuccessful login attempts. All incidents where there have been two or three consecutive and unsuccessful attempts to login, should be recorded. This will provide an audit to enable the identification of malicious login attempts.

Audit Logs of information systems shall be reviewed regularly. Established reporting mechanisms shall be used to convey the results of the audit. Audit logs shall be archived on a regular basis and shall be retained until deemed unnecessary.

Security-related events must be logged and audit trails saved to Network Administration-approved logs. Security-related events include (but are not limited to) the following:

- User login failures.
- Failure to obtain privileged access.
- Access policy violations.

Requirement A.10.10.2 Monitoring systems use

- Every computer system will have an identified System Manager who will take responsibility for the security of the system and the data therein.
- System Managers must adhere to this policy and compliance guidelines.
- Access to Fame500s information systems will only be given following authorisation from the Security Manager.
- All of Fame500's systems should have at least 2 individuals with the expertise to administer the particular system.
- System Managers will be responsible to the Security Manager for continued system security.
- Error reports should be produced regularly.

Requirement 10.10.3 Protection of log information

Fame500's information systems shall incorporate capabilities to log resource use with all logged activities identified by date and time of occurrence. Activity logs are kept securely and may only be accessed with the appropriate authorisation level

Requirement 10.10.4 Administrator and operator logs

The Fame500's Security Manager has authorisation to restrict access to system objects such as files, directories, devices, databases, and programs, based on user identity, least privilege, and a need-to-know. All access to Fame500 information systems shall be limited to only the resources that a user needs to complete or facilitate official duties. Access permissions shall be granted only by the Security Manager.

Requirement 10.10.5 Fault logging

We currently use git to manage issues or jira. The current workflow is when an fault is reported either by an end-user, developer or QA. A report of the fault is filed then assigned priority as well as severity. Progress of the fault including results, steps to reproduce as well as the code which fixes the fault is tracked in Giit or Jira. The priority of faults is dealt with by management and relevant technical staff or resources are assigned according to this to fix the fault. Once the fault is fixed, it will progress through the software development lifecycles with a record of the fix with each release.

Requirement A.10.10.6 Clock synchronization

Clock synchronisation is achieved via Universal Time (UTC) including scheduled leap second adjustments.

Standard – A.11 Business requirement for access control

Objective A.11.1 Business requirement for access control

NA.

All access to equipment is controlled by AWS.

Requirement A.11.1.1 Access control policy

Objective A.11.2 User access management

Requirement A.11.2.1 User registration

In order that only the relevant personnel gain access to the systems they require, the Security Manager oversees all user registration personally. The appropriate System Manager must be present and justify the registration requirement. In the event that email is used to register a user for a system, the authorising manager should send the email request/application directly to the Security Manager.

Access privileges are modified or removed, as appropriate, when an individual changes job or leaves. Access privileges are modified or removed before an individual's final employment date. The Security Manager is responsible for modifying or removing access privileges before an individual's final employment date.

Requirement A.11.2.2 Privilege management

Privilege management and access rights are managed by the Security Manager with the input from appropriate System Managers. As previously outlined above, Fame500 uses Heroku hosting services. This is an AWS managed solution. This eases the security workload for the Security manager.

1. Administrative Account Management
 - a. Administrative accounts shall only be used for discrimination purposes to ensure that each administrative user is accountable for their actions by ensuring specific events can be associated with an authenticated UserID (i.e., non-repudiation). Login under generic system and administrative accounts is prohibited.
 - b. Administrative accounts shall be limited and access controlled in accordance with Fame500-established need-to-know concepts.
2. Administrative Password Guidelines
 - a. Each Fame500 information system shall have a unique administrative password and the system must prompt for a change of the administrative password at least once every 90 days.
 - b. Administrative passwords must not be passed in clear text across an internal Fame500 network or an external network.
 - c. Prior to a system being put into production, default or temporary passwords used in testing shall be changed and documented.
 - d. Administrative passwords will be curated by the Security Manager and kept in a physically secure location. Access to this list should require agreement from the Compliance Officer.

Requirement A.11.2.3 User password management

See Section A.11.3.1

Requirement A.11.2.4 Review of user access rights

The Fame500 Security Manager has authorisation to restrict access to system objects such as files, directories, devices, databases, and programs, based on user identity, least privilege, and a need-to-know. All access to Fame500 information systems shall be limited to only the resources that a user needs to complete or facilitate official duties. Need-to-know may be modified based on temporary assignments or projects with modifications requested or initiated by the Security Manager

Access control mechanisms shall, either by explicit user (manager) action or documented default, provide that objects are protected from unauthorised access. These controls shall be capable of including or excluding access to the granularity of a single user. Access permission to an object by users not already possessing permission(s) to access sensitive information shall be granted only by the Security Manager.

System owners and system administrators are responsible for performing a review of access authorisation listings at least quarterly to determine whether they remain appropriate. This applies to operating systems and applications.

System owners are responsible for requesting updates on user employment from Human Resources (or equivalent) to ensure access and account privileges are valid. System administrators shall immediately remove or change access when users are terminated or transferred.

Objective A.11.3 User responsibilities

Requirement A.11.3.1 Password use

- Passwords shall not be distributed through non-encrypted electronic mail, voice-mail, or left on answering machines.
- Passwords for all systems, applications or processes shall be reviewed every 90 days.
- The use of automatic logon software to circumvent password entry shall not be allowed, except with specific approval from the Security Manager, for special tasks such as automated backups.
- Passwords shall be encrypted where appropriate for storage or transmission.
- Passwords used to access Internet or remote systems shall be different from passwords used to access internal systems and applications.
- Where appropriate, systems must require new users to change their temporary/default password after the first use of their account and/or after the password has been reset to a temporary/default password.
- Compromised passwords shall be disabled immediately upon detection and a new password issued.
- Before placing a system into a production environment, system administrators must change all default passwords and all passwords that were used in the development environment.

Requirement A.11.3.2 Unattended user equipment

IT equipment will not be taken off site, without formal approval from the Security Manager, other than to transport it from one of Fame500s sites to another. Laptops/handhelds are vulnerable to theft, loss or unauthorised access and therefore users must ensure they demonstrate good security practices when taking them off site. In addition, all Fame500 laptops will be protected with a power-on password to prevent unauthorised access.

Objective A.11.4 Network access control

Requirement A.11.4.1 Policy on use of network services

This policy establishes the acceptable use of Fame500's information systems. All network users shall make every effort to employ Fame500 information resources in an appropriate and acceptable manner.

Requirement A.11.4.2 User authentication for external connection

Remote users may not gain access to the internal Fame500 network due to the firewall policies in place.

Requirement A.11.4.3 Equipment identification in networks

Due to the size and location of equipment distribution within Fame500, the need for equipment identification within networks is limited. Currently, a new device can only be added to the network manually using its Media Access Control address (MAC address). This is a unique identifier assigned to network interfaces for communications on the Fame500 physical network segment. However, as Fame500 expands its operational base and grows in size, automatic equipment identification shall be considered as a means to authenticate connections from specific locations and equipment.

Requirement A.11.4.4 Remote diagnostic and configuration port protection

Physical and logical access to diagnostic and configuration ports shall be controlled. Fame500 does not allow remote access to its internal network

Requirement A.11.4.5 Segregation in networks

Due to the size and location of the Fame500 team, Fame500 has only one network and only one set of users and therefore does not segregate its network. Furthermore, as previously stated Fame500 does not provide remote access to its internal network via a remote connection. This provides an added layer of security. However, as the company grows, the appropriate changes will be implemented without delay.

Requirement A.11.4.6 Network connection control

Fame500 does not operate any form of shared network. Furthermore, the Fame500 network does not extend across the organisation boundaries. It is not possible for anyone to connect to the internal Fame500 network remotely due to the firewall and security restrictions in place.

Requirement A.11.4.7 Network routing control

Fame500 only operates a small internal network. As the networking requirements grow, routing control shall be implemented for networks to ensure that computer connections and information flows do not breach the access control policy of the business applications.

Objective A.11.5 Operating system access control

Requirement A.11.5.1 Secure log-on procedures

- Fame500 information systems must require each user to uniquely identify themselves and successfully authenticate to gain access.
- Fame500 information systems must not allow anonymous, guest, or shared account access unless authorised by the Security Manager.
- UserID configuration will be established based on the requirements of the information system.
- The naming convention for accounts must be standardised per system.
- Users shall not have different account IDs on the same system, i.e., one user account per user per system, unless authorised by the Security Manager; users with administrative privileges may have a second account specifically for the purpose of system administration.

- The system shall disable a user's account following consecutive failed login attempts. Once disabled, the account must be blocked from access and scheduled to reset automatically or by administrator intervention.
- The system must invoke an automatic password-protected screen saver and provide users with the ability to invoke a password-protected screen saver on demand.

Requirement A.11.5.2 User identification and authentication

Fame500 data security and privacy shall focus on controlling unauthorised access to information. Data security shall be derived from three principles: confidentiality, integrity, and availability. These three principles emphasise the need for security to function properly in the Fame500 production environment.

In the context of this policy, the following provides the overall concepts and security principles for which all users are responsible. It is the responsibility of the Security Manager to define the specific mechanisms necessary to support these principles.

1. Accountability.
 - a. All network, system, and application events shall be attributable to a specific and unique individual. A responsible individual must be assigned to every event using an identification service. An authentication service shall provide verification of this assignment and an audit service will trace any event, reconstructing the time, place, and circumstances surrounding it. In this context, identification refers to a security service that recognises a claim of identity by comparing a UserID offered with stored security information.
2. Authorisation
 - a. All network, system, and application events shall only result from allowable actions through access control mechanisms. Permission may be derived directly from an individual's identity or from a job classification or administrative privilege based on that individual's identity. The principle of least privilege specifies that individuals only be granted permission for actions necessary to perform their jobs.
 - b. Limiting actions to those properly authorised protects the confidentiality and integrity of data within the Fame500 production environment. In this context, access control refers to a security service that allows or denies a user request based on privilege, group information, or context.
3. Availability
 - a. All permitted activity shall operate with reliability. Users must be able to retrieve the correct data necessary to perform such events. All event results shall be completed unless the event is totally aborted. Event results must not depend on unforeseen aspects of other simultaneous events. The security services themselves shall be documented and easily administered. In this context, reliability refers to a security service that guarantees data has not been altered, deleted, repeated, or rearranged during transmission, storage, processing, or recovery.

Requirement A.11.5.3 Password management system

See section 10.6.1

Requirement A.11.5.4 Use of system utilities

The use of utility programs that might be capable of overriding system and application controls shall be restricted and tightly controlled.

Requirement A.11.5.5 Session time-out

User account sessions will time-out in the event of inactivity. This includes user connections to the Internet or to specific applications.

Requirement A.11.5.6 Limitation of connection time

User account sessions will lock-out during periods of inactivity and will require authentication to regain access.

Objective A.11.6 Application and information access control

Requirement A.11.6.1 Information access restriction

Passwords are provided to permit access to limited levels of information according to the needs of a member of staff. Access should be restricted to those staff directly involved with the input and retrieval of information.

The issues considered in establishing user access are as follows. Restricting access to:

- Specific data elements or records
- Named data about individuals
- Anonymised data about individuals
- Aggregated data
- User access to a particular “view” of the data
- Defining what a user can do with the data (i.e. create, read, delete, update)

All passwords are specific to individuals and are not disclosed to others. Temporary staff are given their own password, which is deleted when they leave.

Passwords within a Fame500 information system are changed regularly. Passwords must be changed periodically, and no password will exceed 6 month activity. The recommended period is 90 days activity. Passwords are changed whenever there is any indication of possible system or password compromise.

No individual is given access to a Fame500 system without first being made aware of their security responsibilities.

All access is subject to the Fame500 configured access list.

FAME500 Configured Access Control List

XOX – Backend reporting/administration tool

CL - Support web interface

Game configuration (RAT)

Development systems

Hosting site

	XOX	CL-Support	RAT	Dev systems	Hosting sites
Game Management	x				
Marketing Management	x		x		
Accounts Management	x				
HelpDesk Management	x				
System Administrators					x
System Developers			x	x	x
Web Developers					
HelpDesk/24-hour support	x				
Chat Masters (CM's)		x			
Chat Leaders (CL's)		x			
CRM	x				

Requirement A.11.6.2 Sensitive system isolation

All Fame500 offices, employees, and contractors will identify and provide adequate security protection for all Sensitive But Unclassified (SBU)/Sensitive Security Information (SSI) information. As such, when necessary Fame500 will utilise encryption to defend sensitive systems and to prevent unauthorised disclosure of sensitive information to users.

For example, Fame500 uses 4096bit RSA encryption with Optimal Asymmetric Encryption Padding (OAEP). With this approach, there are two separate keys, one to lock or encrypt the plaintext, and one to unlock or decrypt the cyphertext. Neither key will do both functions and there is no efficient solution to calculate one key from the other. The Security Manager shall exercise control over all keys utilised in encrypted transmissions. No SBU/SSI information should ever be transmitted in clear text.

The Secure Sockets Layer (SSL) specification is deployed to provide secured access to sensitive information on Web servers. When SSL is used to protect Fame500 sensitive information, the latest version shall be used with 128-bit encryption

Objective A.11.7 Mobile computing and teleworking

Requirement A.11.7.1 Mobile computing and communications

Issuing Policy

Personal Communication Devices (PCDs) will be issued only to the company personnel with duties that require them to be in immediate and frequent contact when they are away from their normal work locations. For the purpose of this policy, PCDs are defined to include handheld wireless devices, cellular telephones, laptop wireless cards and pagers. Effective distribution of the various technological devices must be limited to persons for whom the productivity gained is appropriate in relation to the costs incurred.

Handheld wireless devices may be issued, for operational efficiency, to the company personnel who need to conduct immediate, critical Company business. These individuals generally are at the executive and management level. In addition to verbal contact, it is necessary that they have the capability to review and have documented responses to critical issues.

Bluetooth

Hands-free enabling devices, such as the Bluetooth, may be issued to the company personnel who have received approval. Care must be taken to avoid being recorded when peering Bluetooth adapters; Bluetooth 2.0 Class 1 devices have a range of 330 feet.

Personal Use

PCDs and voicemail are issued for the company business. Personal use should be limited to minimal and incidental use.

PCD Safety

Conducting telephone calls or utilizing PCDs while driving can be a safety hazard. Drivers should use PCDs while parked or out of the vehicle. If employees must use a PCD while driving, the company requires the use of hands-free enabling devices.

Requirement A.11.7.2 Teleworking

General Requirements

Teleworking is not considered an employee right and can be suspended at any time. The employee shall return all Trading Games Limited-issued equipment, software, and materials at the conclusion of the Telework arrangement.

Fame500 retains the right to inspect the home or alternate work-site and the equipment used by an employee to ensure that proposed work-sites are safe and that all equipment is adequately installed, maintained, and secured.

Data Access of Sensitive or Classified Data

It is not possible to access sensitive information stored on local Fame500 servers from a remote location. This is due to the firewall policies in place. Access to sensitive or classified data stored on remote servers is performed in exactly the same way in which it is accessed from Fame500 offices. It is subject to the same security restrictions and all data is encrypted through SSL during transmission.

Computer Security Requirements

Trading Games Limited-issued computers utilised in support of the Teleworking shall be loaded with the latest versions of appropriate and necessary software. Only an approved hardware/software configuration may be used by the teleworker and the teleworker is not allowed to modify the approved hardware/software configuration without prior approval from an appropriate manager.

In the event of a hardware failure, Telework participants shall comply with security procedures to protect Fame500 information stored on computer magnetic media when the computers are repaired or serviced. Where the hard disk of a computer is inoperable, arrangements shall be made to remove sensitive information from the hard disk prior to having the computer serviced.

Standard – A.12 Correct processing in applications

Requirement A.12.2.1 Input data validation

Data accuracy is the direct responsibility of the person inputting the data supported by their manager. Data relates to information held in computerised format and in manual records. Error correction and validation are performed at the point of input, as well as at the server where the data is stored. Data loss or corruption should be reported immediately to the Data Custodian.

Requirement A.12.2.2 Control of internal processing

Fame500 utilises multiple layers of security controls throughout its systems. These areas include, but are not limited to, network and infrastructure, boundaries (e.g. firewalls) and the computing environment via appropriate audit logging and access controls. Protection and detection measures are in place where necessary to ensure internal processing security.

There are three primary considerations when controlling internal processing:

1. Confidentiality: access to information is confined to those with specified authority to view the information
2. Integrity: information is accurate and kept up to date
3. Availability: information is available to the right person, when it is needed

Fame500 has obligations to maintain security and confidentiality of information, notably under The Data Protection Act. Fame500 has to ensure compliance with the Remote Technical Standards issued by the UK Gambling Commission.

Risk management

All Fame500 systems will be subject to periodic security reviews by systems managers or authorised member of staff (appointed by the Security Manager). The depth of a review will be determined by the importance and size of the particular system. The risk assessment should be documented, as should any problems that are identified. Action plans should then be developed for removing the weaknesses or introducing system or procedure change.

Reviews should include:

- Identification of assets of the system and their value to Trading Games Limited

- The sensitivity of the information being held on each information system
- The physical security of the facility within which information equipment is housed
- The physical hazards to which the system might be subjected (e.g. fire), including any additional hazards (proximity to danger areas)
- The ease with which non-authorized people could get access to information systems
- The potential for physical tampering (e.g. communication links)
- The strength of access protection mechanisms (e.g., password protection) and whether users are following security procedures
- The security of all communication links to the system (e.g. use of encryption)
- If the system audit trails are being logged (e.g. file usage logs)
- Whether users can electronically load data onto the system (e.g. copy files from removable media)
- The reliability of data entry protection functions (e.g. data integrity checks)
- The presence of unauthorised software
- The level of staff turnover and use of temporary staff
- Assessment of likelihood of threats occurring, including the temptation towards fraud, which the particular system could offer and the extent to which professional hackers might wish to gain access
- Assessment of the impact of an incident
- Assessment of the security risks that a given threat will exploit vulnerabilities to cause loss or damage to an asset or group of assets
- Identification of practical cost effective countermeasures/security systems.

Requirement A.12.2.3 Message integrity

Fame500 transmits information over a Secure Socket Layer (SSL) where appropriate. SSL provides server authentication, data encryption and message integrity. Without SSL, most web transactions, including credit card transactions, would travel across the internet as clear text, and could be copied, modified or deleted.

Requirement A.12.2.4 Output data validation

Data output from an application shall be validated to ensure that the processing of stored information is correct and appropriate to the circumstances. This validation usually takes place as part of a testing process, prior to deployment. On-going testing is performed throughout the life-cycle of a system.

Objective A.12.3 Cryptographic controls

Requirement A.12.3.1 Policy on the use of cryptographic controls

Diffie-Hellman Key Exchange algorithm is used to create encryption keys for communication between game server and end-user client. Internal IGS communication such as the game server to the database server (which is located on the same machine/server inside the IGS) is done by fixed encryption keys.

Requirement A.12.3.2 Key management

- i) Server to end-user client communication is done by Diffie-Hellman key generation. Keys are dynamically generated to run-time for each connecting client and as such not stored on disk.
- ii) 3Des encryption is used, which is a 168 bit encryption algorithm. (3 x 56-bit keys, 168-bit key length, and 192-bit key storage).
- iii) 3Des encryption algorithm is used. The equipment testing house did not raise the encryption algorithms used as an issue.
- iv) Where a weakness in the DH or 3Des key system is found, then an investigation will follow for alternative implementations that fix the weaknesses or to find a new improved key handling system.

GAMBLING COMMISSION

AUTHORISATION FOR RELEASE OF INFORMATION

To, and without exception, both domestic and foreign, all Government departments and agencies, Courts, Banks, Financial and other such institutions and any other third party that may hold information on the organisation/company.

On behalf of FAME VENTURES LTD
(Name of Organisation/Company)

I, ADAM COLE Signature: 
(Director)

I,  Signature: 
(Company Secretary)

I/We hereby authorise the Gambling Commission, its officers or agents to undertake such enquiries and request, receive and obtain any and all information, including copies of any record, documentation or opinion whether in written, electronic or any other form, that the Gambling Commission may require when considering the suitability of the organisation/company, both upon application for any licence and, if so granted, through-out the life of any licence.

This authorisation shall supersede and countermand any previous request or authorisation to the contrary. A photocopy or electronic version of this authorisation will be considered as effective and as valid as the original.

Date: 26/8/14

FAME VENTURES LTD

No. [Click here to enter text.](#)

Incorporated: [Click here to enter text.](#)

COMPANY HAVING A SHARE CAPITAL

Memorandum of Association of FAME VENTURES LTD

Each subscriber to this memorandum of association wishes to form a company under the Companies Act 2006 and agrees to become a member of the company and to take at least one share.

Method of authentication: Electronic

Name of subscriber(s)

ADAM COLE



Dated: 06 November 2012

ARTICLES OF ASSOCIATION

THE COMPANIES ACT 2006

PRIVATE COMPANY LIMITED BY SHARES

Articles of Association of FAME VENTURES LTD

PART 1

INTERPRETATION AND LIMITATION OF LIABILITY

1 Defined terms

1.1 In these Articles, unless the context requires otherwise:

Allocation Notice has the meaning given to that term in Article 48.12;

appointor has the meaning given to that term in Article 24.1;

Articles means the Company's articles of association for the time being in force;

bankruptcy includes individual insolvency proceedings in a jurisdiction other than England and Wales or Northern Ireland which have an effect similar to that of bankruptcy;

Buyer has the meaning given to that term in Article 48.12;

CA 2006 means the Companies Act 2006;

call has the meaning given to that term in Article 34.1;

call notice has the meaning given to that term in Article 34.1;

call payment date has the meaning given to that term in Article 37.2.1;

capitalised sum has the meaning given to that term in Article 62.1.2;

chairman has the meaning given to that term in Article 13.2;

chairman of the meeting has the meaning given to that term in Article 68;

Clear Days means (in relation to the period of a notice) that period excluding the day when the notice is given or deemed to be given and the day for which it is given or on which it is to take effect;

Companies Acts means the Companies Acts (as defined in section 2 of CA 2006), in so far as they apply to the Company;

Company's lien has the meaning given to that term in Article 32;

Conflict has the meaning given to that term in Article 16.2;

conflicted director means a director who has, or could have, a Conflict in a situation involving the Company and consequently whose vote is not to be counted in respect of any resolution to authorise such Conflict and who is not to be counted as participating in the quorum for the meeting (or part of the meeting) at which such resolution is to be voted upon;

corporate representative has the meaning given to that term in Article 76;

director means a director of the Company, and includes any person occupying the position of director, by whatever name called;

distribution recipient has the meaning given to that term in Article 56.2;

document includes, unless otherwise specified, any document sent or supplied in electronic form;

electronic form has the meaning given to that term in section 1168 of CA 2006;

Excess Securities has the meaning given to that term in Article 29.3.2;

Excess Shares has the meaning given to that term in Article 48.11.1;

fully paid in relation to a share, means that the nominal value and any premium to be paid to the Company in respect of that share have been paid to the Company;

hard copy form has the meaning given to that term in section 1168 of CA 2006;

holder in relation to shares means the person whose name is entered in the register of members as the holder of the shares or, in the case of a share in respect of which a share warrant has been issued (and not cancelled), the person in possession of that warrant;

instrument means a document in hard copy form;

lien enforcement notice has the meaning given to that term in Article 33;

Market Value has the meaning given to that term in Article 48.4.1;

member has the meaning given to that term in section 112 of CA 2006;

Model Articles means the model articles for private companies limited by shares contained in Schedule 1 of the Companies (Model Articles) Regulations 2008 (SI 2008/3229) as amended prior to the date of adoption of these Articles;

non-conflicted director means any director who is not a conflicted director;

Offer Notice has the meaning given to that term in Articles 48.9 and 48.10;

ordinary resolution has the meaning given to that term in section 282 of CA 2006;

paid means paid or credited as paid;

participate, in relation to a directors' meeting, has the meaning given to that term in Article 12;

partly-paid in relation to a share means that part of that share's nominal value or any premium at which it was issued has not been paid to the Company;

persons entitled has the meaning given to that term in Article 62.1.2;

Proposed Sale Price has the meaning given to that term in Article 48.2.3;

proxy notice has the meaning given to that term in Article 74.2;

proxy notification address has the meaning given to that term in Article 75.1;

relevant officer has the meaning given to that term in Articles 83.3.2 or 84.2.1, as the case may be;

relevant loss has the meaning given to that term in Article 84.2.2;

relevant rate has the meaning given to that term in Article 37.2.2;

Sale Price has the meaning given to that term in Article 48.4;

Sale Shares and Sale Share have the meanings respectively given to those terms in Article 48.2.1;

Seller has the meaning given to that term in Article 48.1;

shares means shares in the Company;

special resolution has the meaning given to that term in section 283 of CA 2006;

subsidiary has the meaning given to that term in section 1159 of CA 2006;

Total Transfer Condition has the meaning given to that term in Article 48.2.5;

transfer or **transferring** has the meaning given to those terms respectively in Article 47.1;

Transfer Notice has the meaning given to that term in Article 48.1;

transmittee means a person entitled to a share by reason of the death or bankruptcy of a holder or otherwise by operation of law;

United Kingdom means Great Britain and Northern Ireland;

Valuers means the auditors for the time being of the Company if any appointed, unless the auditors give notice to the Company that they decline an instruction to report on the matter in question, or if no auditors shall have been appointed the Valuers shall be a firm of chartered accountants agreed between the Seller and the directors or, in default of such agreement within 10 working days following the notice from the auditors declining to report if appropriate, as appointed by the President of the Institute of Chartered Accountants in England and Wales on the application of any such party; and

writing means the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, whether sent or supplied in electronic form or otherwise.

1.2 Save as otherwise specifically provided in these Articles, words and expressions which have particular meanings in the Model Articles shall have the same meanings in these Articles, subject to which and unless the context otherwise requires, words and expressions which have particular meanings in CA 2006 as in force on the date when these Articles become binding on the Company shall have the same meanings in these Articles.

1.3 Headings in these Articles are used for convenience only and shall not affect the construction or interpretation of these Articles.

1.4 Unless expressly provided otherwise, a reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force from time to time and shall include any orders, regulations or subordinate legislation from time to time made under it and any amendment or re-enactment of it or any such orders, regulations or subordinate legislation for the time being in force.

1.5 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.6 No regulations set out in any statute or in any statutory instrument or other subordinate legislation concerning companies, including but not limited to the Model Articles, shall apply to the Company, but the following shall be the articles of association of the Company.

2 **Liability of members**

The liability of the members is limited to the amount, if any, unpaid on the shares held by them.

PART 2

DIRECTORS

DIRECTORS' POWERS AND RESPONSIBILITIES

3 **Directors' general authority**

Subject to the Articles and to the applicable provisions for the time being of the Companies Acts, the directors are responsible for the management of the Company's business, for which purpose they may exercise all the powers of the Company.

4 Change of Company name

Without prejudice to the generality of Article 3, the directors may resolve in accordance with Article 8 to change the Company's name.

5 Members' reserve power

5.1 The members may, by special resolution, direct the directors to take, or refrain from taking, specified action.

5.2 No such special resolution invalidates anything which the directors have done before the passing of the resolution.

6 Directors may delegate

6.1 Subject to the Articles, the directors may delegate any of the powers which are conferred on them under the Articles:

6.1.1 to such person or committee;

6.1.2 by such means (including by a power of attorney);

6.1.3 to such an extent;

6.1.4 in relation to such matters or territories; and

6.1.5 on such terms and conditions;

as they think fit.

6.2 If the directors so specify, any such delegation may authorise further delegation of the directors' powers by any person to whom they are delegated.

6.3 The directors may revoke any delegation in whole or part, or alter its terms and conditions.

7 Committees

7.1 Committees to which the directors delegate any of their powers must follow procedures which are based as far as they are applicable on those provisions of the Articles which govern the taking of decisions by directors.

7.2 The directors may make rules of procedure for all or any committees, which prevail over rules derived from the Articles if they are not consistent with them.

7.3 Where a provision of the Articles refers to the exercise of a power, authority or discretion by the directors and that power, authority or discretion has been delegated by the directors to a committee, the provision shall be construed as permitting the exercise of the power, authority or discretion by the committee.

DECISION-MAKING BY DIRECTORS

8 Directors to take decisions collectively

8.1 The general rule about decision-making by directors is that any decision of the directors must be taken as a majority decision at a meeting or as a directors' written resolution in accordance with Article 9 (Directors' written resolutions) or otherwise as a unanimous decision taken in accordance with Article 10 (Unanimous decisions).

8.2 If:

8.2.1 the Company only has one director for the time being, and

8.2.2 no provision of the Articles requires it to have more than one director,

the general rule does not apply, and the director may (for so long as he remains the sole director) take decisions without regard to any of the provisions of the Articles relating to directors' decision-making.

8.3 Subject to the Articles, each director participating in a directors' meeting has one vote.

9 Directors' written resolutions

- 9.1 Any director may propose a directors' written resolution by giving notice in writing of the proposed resolution to each of the other directors (including alternate directors).
- 9.2 If the company has appointed a company secretary, the company secretary must propose a directors' written resolution if a director so requests by giving notice in writing to each of the other directors (including alternate directors).
- 9.3 Notice of a proposed directors' written resolution must indicate:
 - 9.3.1 the proposed resolution; and
 - 9.3.2 the time by which it is proposed that the directors should adopt it.
- 9.4 A proposed directors' written resolution is adopted when a majority of the non-conflicted directors (or their alternates) have signed one or more copies of it, provided that those directors (or their alternates) would have formed a quorum at a directors' meeting were the resolution to have been proposed at such meeting.
- 9.5 Once a directors' written resolution has been adopted, it must be treated as if it had been a decision taken at a directors' meeting in accordance with the Articles.

10 Unanimous decisions

- 10.1 A decision of the directors is taken in accordance with this Article 10 when all non-conflicted directors indicate to each other by any means that they share a common view on a matter.
- 10.2 A decision may not be taken in accordance with this Article 10 if the non-conflicted directors would not have formed a quorum at a directors' meeting had the matter been proposed as a resolution at such a meeting.
- 10.3 Once a directors' unanimous decision is taken in accordance with this Article 10 it must be treated as if it had been a decision taken at a directors' meeting in accordance with the Articles.

11 Calling a directors' meeting

- 11.1 Any director may call a directors' meeting by giving notice of the meeting to each of the directors (including alternate directors), whether or not he is absent from the United Kingdom or by authorising the company secretary (if any) to give such notice.
- 11.2 Notice of any directors' meeting must indicate:
 - 11.2.1 its proposed date and time;
 - 11.2.2 where it is to take place; and
 - 11.2.3 if it is anticipated that directors participating in the meeting will not be in the same place, how it is proposed that they should communicate with each other during the meeting.
- 11.3 Subject to Article 11.4, notice of a directors' meeting must be given to each director but need not be in writing.
- 11.4 Notice of a directors' meeting need not be given to directors who waive their entitlement to notice of that meeting, by giving notice to that effect to the Company prior to or up to and including not more than seven days after the date on which the meeting is held. Where such notice is given after the meeting has been held, that does not affect the validity of the meeting, or of any business conducted at it.

12 Participation in directors' meetings

- 12.1 Subject to the Articles, directors participate in a directors' meeting, or part of a directors' meeting, when:

- 12.1.1 the meeting has been called and takes place in accordance with the Articles, and
 - 12.1.2 they can each communicate to the others any information or opinions they have on any particular item of the business of the meeting.
 - 12.2 In determining whether directors are participating in a directors' meeting, it is irrelevant where any director is or how they communicate with each other.
 - 12.3 If all the directors participating in a meeting are not in the same place, they may decide that the meeting is to be treated as taking place wherever any of them is.
- 13 **Chairing of directors' meetings**
- 13.1 The directors may appoint a director to chair their meetings.
 - 13.2 The person so appointed for the time being is known as the chairman.
 - 13.3 The directors may terminate the chairman's appointment at any time.
 - 13.4 If the chairman is not participating in a directors' meeting within ten minutes of the time at which it was to start, the participating directors must appoint one of themselves to chair it.
- 14 **Chairman's casting vote at directors' meetings**
- 14.1 If the numbers of votes for and against a proposal at a meeting of directors are equal, the chairman or other director chairing the meeting has a casting vote.
 - 14.2 Article 14.1 does not apply in respect of a particular meeting (or part of a meeting) if, in accordance with the Articles, the chairman or other director chairing the meeting is a conflicted director for the purposes of that meeting (or that part of that meeting at which the proposal is voted upon).
- 15 **Quorum for directors' meetings**
- 15.1 At a directors' meeting, unless a quorum is participating, no proposal is to be voted on, except a proposal to call another meeting.
 - 15.2 Subject to Article 15.3, the quorum for the transaction of business at a meeting of directors may be fixed from time to time by a decision of the directors but it must never be less than two directors, and unless otherwise fixed it is two. A person who holds office only as an alternate director shall, if his appointor is not present, be counted in the quorum. If and so long as there is a sole director, he may exercise all the powers and authorities vested in the directors by these Articles and accordingly the quorum for the transaction of business in these circumstances shall be one.
 - 15.3 For the purposes of any meeting (or part of a meeting) held pursuant to Article 16 (Directors' conflicts of interests) to authorise a director's Conflict, if there is only one non-conflicted director in office in addition to the conflicted director(s), the quorum for such meeting (or part of a meeting) shall be one non-conflicted director.
- 16 **Directors' conflicts of interests**
- 16.1 For the purposes of this Article 16, a **conflict of interest** includes a conflict of interest and duty and a conflict of duties, and interest includes both direct and indirect interests.
 - 16.2 The directors may, in accordance with the requirements set out in this Article 16, authorise any matter proposed to them by any director which would, if not authorised, involve a director breaching his duty under section 175 of CA 2006 to avoid conflicts of interest (such matter being hereinafter referred to as a **Conflict**).
 - 16.3 A director seeking authorisation in respect of a Conflict shall declare to the other directors the nature and extent of his interest in a Conflict as soon as is reasonably practicable. The director shall provide the other directors with such

details of the relevant matter as are necessary for the other directors to decide how to address the Conflict, together with such other information as may be requested by the other directors.

- 16.4 Any authorisation under this Article 16 will be effective only if:
- 16.4.1 the matter in question shall have been proposed by any director for consideration at a meeting of directors in the same way that any other matter may be proposed to the directors under the provisions of these Articles or in such other manner as the directors may determine;
 - 16.4.2 any requirement as to the quorum at any meeting of the directors at which the matter is considered is met without counting the director in question and any other conflicted director(s); and
 - 16.4.3 the matter was agreed to without the director and any other conflicted director(s) voting or would have been agreed to if their votes had not been counted.
- 16.5 Any authorisation of a Conflict under this Article 16 may (whether at the time of giving the authorisation or subsequently):
- 16.5.1 extend to any actual or potential conflict of interest which may reasonably be expected to arise out of the Conflict so authorised;
 - 16.5.2 be subject to such terms and for such duration, or impose such limits or conditions as the directors may determine; or
 - 16.5.3 be terminated or varied by the directors at any time.
- This will not affect anything done by the director prior to such termination or variation in accordance with the terms of the authorisation.
- 16.6 In authorising a Conflict the directors may decide (whether at the time of giving the authorisation or subsequently) that if a director has obtained any information through his involvement in the Conflict otherwise than as a director of the Company and in respect of which he owes a duty of confidentiality to another person the director is under no obligation to:
- 16.6.1 disclose such information to the directors or to any director or other officer or employee of the Company; or
 - 16.6.2 use or apply any such information in performing his duties as a director,
- where to do so would amount to a breach of that confidence.
- 16.7 Where the directors authorise a Conflict they may provide, without limitation (whether at the time of giving the authorisation or subsequently) that the director:
- 16.7.1 is excluded from discussions (whether at meetings of directors or otherwise) related to the Conflict;
 - 16.7.2 is not given any documents or other information relating to the Conflict;
 - 16.7.3 may or may not vote (or may or may not be counted in the quorum) at any future meeting of directors in relation to any resolution relating to the Conflict.
- 16.8 Where the directors authorise a Conflict:
- 16.8.1 the director will be obliged to conduct himself in accordance with any terms, limits and/or conditions imposed by the directors in relation to the Conflict;
 - 16.8.2 the director will not infringe any duty he owes to the Company by virtue of sections 171 to 177 of CA 2006 provided he acts in accordance

with such terms, limits and/or conditions (if any) as the directors impose in respect of its authorisation.

- 16.9 A director is not required, by reason of being a director (or because of the fiduciary relationship established by reason of being a director), to account to the Company for any remuneration, profit or other benefit which he receives as director or other officer or employee of the Company's subsidiaries or of any other body corporate in which the Company is interested or which he derives from or in connection with a relationship involving a Conflict which has been authorised by the directors or by the Company in general meeting (subject in each case to any terms, limits or conditions attaching to that authorisation) and no contract shall be liable to be avoided on such grounds nor shall the receipt of any such remuneration or other benefit constitute a breach of his duty under section 176 of CA 2006.
- 16.10 Subject to the applicable provisions for the time being of the Companies Acts and to any terms, limits and/or conditions imposed by the directors in accordance with Article 16.5.2, and provided that he has disclosed to the directors the nature and extent of any interest of his in accordance with the Companies Acts, a director notwithstanding his office:
- 16.10.1 may be a party to, or otherwise interested in, any contract, transaction or arrangement with the Company or in which the Company is otherwise interested;
 - 16.10.2 shall be counted as participating for voting and quorum purposes in any decision in connection with any proposed or existing transaction or arrangement with the Company, in which he is in any way directly or indirectly interested;
 - 16.10.3 may act by himself or his firm in a professional capacity for the Company (otherwise than as auditor) and he or his firm shall be entitled to remuneration for professional services as if he were not a director;
 - 16.10.4 may be a director or other officer of, or employed by, or a party to any contract, transaction or arrangement with, or otherwise interested in, any body corporate promoted by the Company or in which the Company is otherwise interested; and
 - 16.10.5 shall not, by reason of his office, be accountable to the Company for any benefit which he (or anyone connected with him (as defined in section 252 of CA 2006) derives from any such office or employment or from any such contract, transaction or arrangement or from any interest in any such body corporate and no such contract, transaction or arrangement shall be liable to be avoided on the ground of any such interest or benefit, nor shall the receipt of any such remuneration or benefit constitute a breach of his duty under section 176 of CA 2006.
- 16.11 For the purposes of this Article, references to proposed decisions and decision-making processes include any directors' meeting or part of a directors' meeting.
- 16.12 Subject to Article 16.13, if a question arises at a meeting of directors or of a committee of directors as to the right of a director to participate in the meeting (or part of the meeting) for voting or quorum purposes, the question may, before the conclusion of the meeting, be referred to the chairman whose ruling in relation to any director other than the chairman is to be final and conclusive.
- 16.13 If any question as to the right to participate in the meeting (or part of the meeting) should arise in respect of the chairman, the question is to be decided by a decision of the directors at that meeting, for which purpose the chairman is not to be counted as participating in the meeting (or that part of the meeting) for voting or quorum purposes.

17 Records of decisions to be kept

17.1 The directors must ensure that the Company keeps a record, in writing, for at least ten years from the date of the decision recorded, of every unanimous or majority decision taken by the directors.

17.2 Where decisions of the directors are taken by electronic means, such decisions shall be recorded by the directors in permanent form, so that they may be read with the naked eye.

18 Directors' discretion to make further rules

Subject to the Articles, the directors may make any rule which they think fit about how they take decisions, and about how such rules are to be recorded or communicated to directors.

APPOINTMENT AND TERMINATION OF APPOINTMENT OF DIRECTORS

19 Number of directors

Unless otherwise determined by ordinary resolution, the number of directors (other than alternate directors) shall not be subject to any maximum but shall not be less than one.

20 Methods of appointing directors

20.1 Any person who is willing to act as a director, and is permitted by law to do so, may be appointed to be a director:

20.1.1 by ordinary resolution, or

20.1.2 by a decision of the directors.

20.2 In any case where, as a result of death or bankruptcy, the Company has no members and no directors, the transmittee(s) of the last member to have died or to have a bankruptcy order made against him (as the case may be) shall have the right, by notice in writing, to appoint a person (including a transmittee who is a natural person), who is willing to act and is permitted to do so, to be a director.

20.3 For the purposes of Article 20.2, where two or more members die in circumstances rendering it uncertain who was the last to die, a younger member is deemed to have survived an older member.

21 Termination of director's appointment

21.1 A person ceases to be a director as soon as:

21.1.1 that person ceases to be a director by virtue of any provision of CA 2006 or is prohibited from being a director by law;

21.1.2 a bankruptcy order is made against that person;

21.1.3 a composition is made with that person's creditors generally in satisfaction of that person's debts and the Company resolves that his office be vacated;

21.1.4 a registered medical practitioner who is treating that person gives a written opinion to the Company stating that that person has become physically or mentally incapable of acting as a director and may remain so for more than three months;

21.1.5 by reason of that person's mental health, a court makes an order which wholly or partly prevents that person from personally exercising any powers or rights which that person would otherwise have; or

21.1.6 notification is received by the Company from the director that the director is resigning from office, and such resignation has taken effect in accordance with its terms.

22 Directors' remuneration

22.1 Directors may undertake any services for the Company that the directors decide.

- 22.2 Directors are entitled to such remuneration as the directors determine:
 - 22.2.1 for their services to the Company as directors, and
 - 22.2.2 for any other service which they undertake for the Company.
- 22.3 Subject to the Articles, a director's remuneration may:
 - 22.3.1 take any form, and
 - 22.3.2 include any arrangements in connection with the payment of a pension, allowance or gratuity, or any death, sickness or disability benefits, to or in respect of that director.
- 22.4 Unless the directors decide otherwise, directors' remuneration accrues from day to day.

23 **Directors' expenses**

- 23.1 The Company may pay any reasonable expenses which the directors (including alternate directors) and the secretary (if any) properly incur in connection with their attendance at:
 - 23.1.1 meetings of directors or committees of directors,
 - 23.1.2 general meetings, or
 - 23.1.3 separate meetings of the holders of any class of shares or of debentures of the Company,or otherwise in connection with the exercise of their powers and the discharge of their responsibilities in relation to the Company.

ALTERNATE DIRECTORS

24 **Appointment and removal of alternate directors**

- 24.1 Any director (**appointor**) may appoint as an alternate any other director, or any other person approved by resolution of the directors, to:
 - 24.1.1 exercise that director's powers; and
 - 24.1.2 carry out that director's responsibilities,
 - 24.1.3 in relation to the taking of decisions by the directors in the absence of the alternate's appointor.
- 24.2 Any appointment or removal of an alternate must be effected by notice in writing to the Company signed by the appointor, or in any other manner approved by the directors.
- 24.3 The notice must:
 - 24.3.1 identify the proposed alternate; and
 - 24.3.2 in the case of a notice of appointment, contain a statement signed by the proposed alternate that the proposed alternate is willing to act as the alternate of the director giving the notice.

25 **Rights and responsibilities of alternate directors**

- 25.1 An alternate director may act as alternate director to more than one director and has the same rights in relation to any decision of the directors as the alternate's appointor.
- 25.2 Except as the Articles specify otherwise, alternate directors:
 - 25.2.1 are deemed for all purposes to be directors;
 - 25.2.2 are liable for their own acts and omissions;
 - 25.2.3 are subject to the same restrictions as their appointors (including those set out in sections 172 to 177 CA 2006 inclusive and Article 16); and

25.2.4 are not deemed to be agents of or for their appointors, and, in particular (without limitation), each alternate director shall be entitled to receive notice of all meetings of directors and of all meetings of committees of directors of which his appointor is a member.

25.3 A person who is an alternate director but not a director:

25.3.1 may be counted as participating for the purposes of determining whether a quorum is present (but only if that person's appointor is not participating and provided that no alternate may be counted as more than one director for these purposes);

25.3.2 may participate in a unanimous decision of the directors (but only if his appointor does not participate); and

25.3.3 may sign a written resolution (but only if it is not signed or to be signed by that person's appointor).

25.4 A director who is also an alternate director is entitled, in the absence of any of his appointors, to a separate vote on behalf of that appointor, in addition to his own vote on any decision of the directors but he shall count as only one for the purpose of determining whether a quorum is present.

25.5 An alternate director is not entitled to receive any remuneration from the Company for serving as an alternate director except such part of the alternate's appointor's remuneration as the appointor may direct by notice in writing made to the Company.

26 Termination of alternate directorship

An alternate director's appointment as an alternate for any appointor terminates:

26.1 when that appointor revokes the appointment by notice to the Company in writing specifying when it is to terminate;

26.2 when notification is received by the Company from the alternate that the alternate is resigning as alternate for that appointor and such resignation has taken effect in accordance with its terms;

26.3 on the occurrence, in relation to the alternate, of any event which, if it occurred in relation to that appointor, would result in the termination of that appointor's appointment as a director;

26.4 on the death of that appointor; or

26.5 when the alternate's appointor's appointment as a director terminates.

SECRETARY

27 Appointment and removal of secretary

The directors may appoint any person who is willing to act as the secretary for such term, at such remuneration, and upon such conditions as they may think fit and from time to time remove such person and, if the directors so decide, appoint a replacement, in each case by a decision of the directors.

PART 3

SHARES AND DISTRIBUTIONS

SHARES

28 Further issues of shares: authority

28.1 The following paragraphs of this Article 28 shall not apply to a private company with only one class of shares.

28.2 Subject to Article 28.1 and save to the extent authorised by these Articles, or authorised from time to time by an ordinary resolution of the shareholders, the

directors shall not exercise any power to allot shares or to grant rights to subscribe for, or to convert any security into, any shares in the Company.

28.3 Subject to the remaining provisions of this Article 28 and to Article 29 (Further issues of shares: pre-emption rights) and to any directions which may be given by the Company in general meeting, the directors are generally and unconditionally authorised, for the purpose of section 551 of CA 2006 to exercise any power of the Company to:

28.3.1 offer or allot;

28.3.2 grant rights to subscribe for or to convert any security into;

28.3.3 otherwise create, deal in, or dispose of,

any shares in the Company to any person, at any time and subject to any terms and conditions as the directors think proper.

28.4 The authority referred to in Article 28.3:

28.4.1 shall be limited to a maximum nominal amount of £1,000;

28.4.2 shall only apply insofar as the Company has not renewed, waived or revoked it by ordinary resolution; and

28.4.3 may only be exercised for a period of five years commencing on the date on which the Company is incorporated or these Articles are adopted whichever is the later, save that the directors may make an offer or agreement which would, or might, require shares to be allotted after the expiry of such authority (and the directors may allot shares in pursuance of an offer or agreement as if such authority had not expired).

29 Further issues of shares: pre-emption rights

29.1 In accordance with section 567(1) of CA 2006, sections 561 and 562 of CA 2006 shall not apply to an allotment of equity securities (as defined in section 560(1) of CA 2006) made by the Company within one month from the date of incorporation.

29.2 Unless otherwise agreed by special resolution, if the Company proposes to allot any equity securities, after the expiry of one month from the date of incorporation, those equity securities shall not be allotted to any person unless the Company has first offered them to all members on the date of the offer on the same terms, and at the same price, as those equity securities are being offered to such other person on a pari passu basis and pro rata to the nominal value of shares held by those members (as nearly as possible without involving fractions).

29.3 The offer:

29.3.1 shall be in writing, shall be open for acceptance for a period of fifteen working days from the date of the offer and shall give details of the number and subscription price of the relevant equity securities; and

29.3.2 may stipulate that any member who wishes to subscribe for a number of equity securities in excess of the proportion to which he is entitled shall, in his acceptance, state the number of excess equity securities (**Excess Securities**) for which he wishes to subscribe.

29.4 Any equity securities not accepted by members pursuant to the offer made to them in accordance with Articles 29.2 and 29.3 shall be used for satisfying any requests for Excess Securities made pursuant to Article 29.3.2. If there are insufficient Excess Securities to satisfy such requests, the Excess Securities shall be allotted to the applicants as nearly as practicable in the proportion that the number of Excess Securities each member indicated he would accept bears to the total number of Excess Securities applied for (as nearly as possible without involving fractions or increasing the number of Excess Securities allotted to any member beyond that applied for by him). After that allotment, any Excess

Securities remaining shall be offered to any other person as the directors may determine, at the same price and on the same terms as the offer to the members.

30 Powers to issue different classes of share

30.1 Subject to these Articles, but without prejudice to the rights attached to any existing share, the Company may issue shares with such rights or restrictions as may be determined by ordinary resolution.

30.2 The Company may issue shares which are to be redeemed, or are liable to be redeemed at the option of the Company or the holder, and the directors may determine the terms, conditions and manner of redemption of any such shares.

31 Variation of class rights

31.1 Whenever the capital of the Company is divided into different classes of shares, the special rights attached to any class may only be varied or abrogated, either whilst the Company is a going concern or during or in contemplation of a winding up, with the consent of the holders of the issued shares of that class given in accordance with Article 31.2.

31.2 The consent of the holders of a class of shares may be given by:

31.2.1 a special resolution passed at a separate general meeting of the holders of the issued shares of that class; or

31.2.2 a written resolution in any form signed by or on behalf of the holders of three-quarters in nominal value of the issued shares of that class,

but not otherwise. To every such meeting, all the provisions of these Articles and CA 2006 relating to general meetings of the Company shall apply (with such amendments as may be necessary to give such provisions efficacy) but so that the necessary quorum shall be two holders of shares of the relevant class present in person or by proxy and holding or representing not less than one third in nominal value of the issued shares of the relevant class; that every holder of shares of the class shall be entitled on a poll to one vote for every such share held by him; and that any holder of shares of the class, present in person or by proxy or (being a corporation) by a duly authorised representative, may demand a poll. If at any adjourned meeting of such holders such a quorum as aforesaid is not present, not less than one person holding shares of the class who is present in person or by proxy shall be a quorum.

32 Company's lien over shares

The Company has a lien (**Company's lien**) over every share, whether or not fully paid, which is registered in the name of any person indebted or under any liability to the Company, whether he is the sole registered holder of the share or one of several joint holders, for all monies payable by him (either alone or jointly with any other person) to the Company, whether payable immediately or at some time in the future and whether or not a call notice has been sent in respect of it.

32.1 The Company's lien over a share:

32.1.1 takes priority over any third party's interest in that share, and

32.1.2 extends to any dividend or other money payable by the company in respect of that share and (if the lien is enforced and the share is sold by the Company) the proceeds of sale of that share.

32.2 The directors may at any time decide that a share which is or would otherwise be subject to the Company's lien shall not be subject to it, either wholly or in part.

33 Enforcement of the company's lien

33.1 Subject to the provisions of this Article 33, if:

33.1.1 a lien enforcement notice has been given in respect of a share, and

33.1.2 the person to whom the notice was given has failed to comply with it,

the Company may sell that share in accordance with Article 41.5.

- 33.2 A lien enforcement notice:
- 33.2.1 may only be given in respect of a share which is subject to the Company's lien, in respect of which a sum is payable and the due date for payment of that sum has passed;
 - 33.2.2 must specify the share concerned;
 - 33.2.3 must be in writing and require payment of the sum payable within fourteen days of the notice;
 - 33.2.4 must be addressed either to the holder of the share or to a transmittee of that holder; and
 - 33.2.5 must state the Company's intention to sell the share if the notice is not complied with.
- 33.3 Where shares are sold under this Article 33:
- 33.3.1 the directors may authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser, and
 - 33.3.2 the transferee is not bound to see to the application of the consideration, and the transferee's title is not affected by any irregularity in or invalidity of the process leading to the sale.
- 33.4 The net proceeds of any such sale (after payment of the costs of sale and any other costs of enforcing the lien) must be applied:
- 33.4.1 first, in payment of so much of the sum for which the lien exists as was payable at the date of the lien enforcement notice,
 - 33.4.2 second, to the person entitled to the shares at the date of the sale, but only after the certificate for the shares sold has been surrendered to the Company for cancellation or an indemnity in a form reasonably satisfactory to the directors has been given for any lost certificates, and subject to a lien equivalent to the Company's lien for any money payable (whether payable immediately or at some time in the future) as existed over the shares before the sale in respect of all shares registered in the name of such person (whether as the sole registered holder or as one of several joint holders) after the date of the lien enforcement notice.
- 33.5 A statutory declaration by a director or the company secretary (if any) that the declarant is a director or the company secretary (as the case may be) and that a share has been sold to satisfy the Company's lien on a specified date:
- 33.5.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and
 - 33.5.2 subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the share.

34 Call notices

- 34.1 Subject to the Articles and the terms on which shares are allotted, the directors may send a notice (**call notice**) to a member requiring the member to pay the Company a specified sum of money (**call**) which is payable by that member to the Company at the date when the directors decide to send the call notice.
- 34.2 A call notice:
- 34.2.1 must be in writing;
 - 34.2.2 may not require a member to pay a call which exceeds the total amount of his indebtedness or liability to the Company;

- 34.2.3 must state when and how any call to which it relates it is to be paid; and
- 34.2.4 may permit or require the call to be paid by instalments.
- 34.3 A member must comply with the requirements of a call notice, but no member is obliged to pay any call before fourteen days have passed since the notice was sent.
- 34.4 Before the Company has received any call due under a call notice the directors may:
 - 34.4.1 revoke it wholly or in part, or
 - 34.4.2 specify a later time for payment than is specified in the notice,by a further notice in writing to the member in respect of whose shares the call is made.

35 **Liability to pay calls**

- 35.1 Liability to pay a call is not extinguished or transferred by transferring the shares in respect of which it is required to be paid.
- 35.2 Joint holders of a share are jointly and severally liable to pay all calls in respect of that share.
- 35.3 Subject to the terms on which shares are allotted, the directors may, when issuing shares, provide that call notices sent to the holders of those shares may require them:
 - 35.3.1 to pay calls which are not the same, or
 - 35.3.2 to pay calls at different times.

36 **When call notice need not be issued**

- 36.1 A call notice need not be issued in respect of sums which are specified, in the terms on which a share is issued, as being payable to the Company in respect of that share:
 - 36.1.1 on allotment;
 - 36.1.2 on the occurrence of a particular event; or
 - 36.1.3 on a date fixed by or in accordance with the terms of issue.
- 36.2 But if the due date for payment of such a sum has passed and it has not been paid, the holder of the share concerned is treated in all respects as having failed to comply with a call notice in respect of that sum, and is liable to the same consequences as regards the payment of interest and forfeiture.

37 **Failure to comply with call notice: automatic consequences**

- 37.1 If a person is liable to pay a call and fails to do so by the call payment date:
 - 37.1.1 the directors may issue a notice of intended forfeiture to that person, and
 - 37.1.2 until the call is paid, that person must pay the Company interest on the call from the call payment date at the relevant rate.
- 37.2 For the purposes of this Article 37:
 - 37.2.1 the **call payment date** is the time when the call notice states that a call is payable, unless the directors give a notice in writing specifying a later date, in which case the **call payment date** is that later date;
 - 37.2.2 the **relevant rate** is:
 - 37.2.2.1 the rate fixed by the terms on which the share in respect of which the call is due was allotted;

37.2.2.2 such other rate as was fixed in the call notice which required payment of the call, or has otherwise been determined by the directors; or

37.2.2.3 if no rate is fixed in either of these ways, five per cent. (5%) per annum.

37.3 The relevant rate must not exceed by more than five percentage points the base lending rate most recently set by the Monetary Policy Committee of the Bank of England in connection with its responsibilities under Part 2 of the Bank of England Act 1998.

37.4 The directors may waive any obligation to pay interest on a call wholly or in part.

38 **Notice of intended forfeiture**

38.1 A notice of intended forfeiture:

38.1.1 must be in writing;

38.1.2 may be sent in respect of any share in respect of which a call has not been paid as required by a call notice;

38.1.3 must be sent to the holder of that share (or, in the case of joint holders of a share in accordance with Article 79.6) or to a transmittee of that holder in accordance with Article 79.7;

38.1.4 must require payment of the call and any accrued interest and all expenses that may have been incurred by the Company by reason of such non-payment by a date which is not less than fourteen days after the date of the notice;

38.1.5 must state how the payment is to be made; and

38.1.6 must state that if the notice is not complied with, the shares in respect of which the call is payable will be liable to be forfeited.

39 **Directors' power to forfeit shares**

If a notice of intended forfeiture is not complied with before the date by which payment of the call is required in the notice of intended forfeiture, the directors may decide that any share in respect of which it was given is forfeited, and the forfeiture is to include all dividends or other moneys payable in respect of the forfeited shares and not paid before the forfeiture.

40 **Effect of forfeiture**

40.1 Subject to the Articles, the forfeiture of a share extinguishes:

40.1.1 all interests in that share, and all claims and demands against the Company in respect of it, and

40.1.2 all other rights and liabilities incidental to the share as between the person whose share it was prior to the forfeiture and the Company.

40.2 Any share which is forfeited in accordance with the Articles:

40.2.1 is deemed to have been forfeited when the directors decide that it is forfeited;

40.2.2 is deemed to be the property of the Company; and

40.2.3 may be sold, re-allotted or otherwise disposed of as the directors think fit in accordance with Article 41.5.

40.3 If a person's shares have been forfeited:

40.3.1 the Company must send that person written notice that forfeiture has occurred and record it in the register of members;

40.3.2 that person ceases to be a member in respect of those shares;

- 40.3.3 that person must surrender the certificate for the shares forfeited to the Company for cancellation;
 - 40.3.4 that person remains liable to the Company for all sums payable by that person under the Articles at the date of forfeiture in respect of those shares, including any interest (whether accrued before or after the date of forfeiture); and
 - 40.3.5 the directors may waive payment of such sums wholly or in part or enforce payment without any allowance for the value of the shares at the time of forfeiture or for any consideration received on their disposal.
- 40.4 At any time before the Company disposes of a forfeited share, the directors may decide to cancel the forfeiture on payment of all calls and interest due in respect of it and on such other terms as they think fit.

41 Procedure following forfeiture

- 41.1 If a forfeited share is to be disposed of by being transferred, the Company may receive the consideration for the transfer and the directors may authorise any person to execute the instrument of transfer.
- 41.2 A statutory declaration by a director or the Company secretary (if any) that the declarant is a director or the Company secretary (as the case may be) and that a share has been forfeited on a specified date:
 - 41.2.1 is conclusive evidence of the facts stated in it as against all persons claiming to be entitled to the share, and
 - 41.2.2 subject to compliance with any other formalities of transfer required by the Articles or by law, constitutes a good title to the share.
- 41.3 A person to whom a forfeited share is transferred is not bound to see to the application of the consideration (if any) nor is that person's title to the share affected by any irregularity in or invalidity of the process leading to the forfeiture or transfer of the share.
- 41.4 If the Company sells a forfeited share, the person who held it prior to its forfeiture is entitled to receive from the company the proceeds of such sale, net of any commission, and excluding any amount which:
 - 41.4.1 was, or would have become, payable, and
 - 41.4.2 had not, when that share was forfeited, been paid by that person in respect of that share,but no interest is payable to such a person in respect of such proceeds and the Company is not required to account for any money earned on them.
- 41.5 All shares to be sold in the enforcement of the company's lien or rights of forfeiture shall be offered in accordance with Article 48 (Voluntary Transfers) as if they were Sale Shares in respect of which a Transfer Notice had been given and treating as the Seller the holder of those shares save that the Sale Price shall be the Market Value of those shares and the Transfer Notice shall be deemed not to contain a Total Transfer Condition.

42 Surrender of shares

- 42.1 A member may surrender any share:
 - 42.1.1 in respect of which the directors may issue a notice of intended forfeiture;
 - 42.1.2 which the directors may forfeit; or
 - 42.1.3 which has been forfeited.
- 42.2 The directors may accept the surrender of any such share.

- 42.3 The effect of surrender on a share is the same as the effect of forfeiture on that share.
 - 42.4 A share which has been surrendered may be dealt with in the same way as a share which has been forfeited.
- 43 **Payment of commission on subscription for shares**
- 43.1 The Company may pay any person a commission in consideration for that person:
 - 43.1.1 subscribing, or agreeing to subscribe, for shares; or
 - 43.1.2 procuring, or agreeing to procure, subscriptions for shares.
 - 43.2 Any such commission may be paid:
 - 43.2.1 in cash, or in fully paid or partly paid shares or other securities or partly in one way and partly in the other; and
 - 43.2.2 in respect of a conditional or an absolute subscription.
- 44 **Company not bound by less than absolute interests**
- 44.1 Except as required by law, no person is to be recognised by the Company as holding any share upon any trust, and except as otherwise required by law or the Articles, the Company is not in any way to be bound by or recognise any interest in a share other than the holder's absolute ownership of it and all the rights attaching to it.
- 45 **Share certificates**
- 45.1 The Company must issue each member, free of charge, with one or more certificates in respect of the shares which that member holds.
 - 45.2 Every certificate must specify:
 - 45.2.1 in respect of how many shares, of what class, it is issued;
 - 45.2.2 the nominal value of those shares;
 - 45.2.3 the extent to which shares are paid up; and
 - 45.2.4 any distinguishing numbers assigned to them.
 - 45.3 No certificate may be issued in respect of shares of more than one class.
 - 45.4 If more than one person holds a share, only one certificate may be issued in respect of it.
 - 45.5 Certificates must:
 - 45.5.1 have affixed to them the Company's common seal, or
 - 45.5.2 be otherwise executed in accordance with the Companies Acts.
- 46 **Replacement share certificates**
- 46.1 If a certificate issued in respect of a member's shares is:
 - 46.1.1 damaged or defaced, or
 - 46.1.2 said to be lost, stolen or destroyed,that member is entitled to be issued with a replacement certificate in respect of the same shares.
 - 46.2 A member exercising the right to be issued with such a replacement certificate:
 - 46.2.1 may at the same time exercise the right to be issued with a single certificate or separate certificates;
 - 46.2.2 must return the certificate which is to be replaced to the Company if it is damaged or defaced; and

46.2.3 must comply with such conditions as to evidence, indemnity and the payment of a reasonable fee as the directors decide.

47 Transfer of shares- general

47.1 In these Articles, a reference to the **transfer** of or **transferring** shares shall include any transfer, assignment, disposition or proposed or purported transfer, assignment or disposition:

47.1.1 of any share or shares of the Company; or

47.1.2 of any interest of any kind in any share or shares of the Company; or

47.1.3 of any right to receive or subscribe for any share or shares of the Company.

47.2 The directors shall not register the transfer of any share or any interest in any share unless the transfer is made in accordance with Article 48 (Voluntary Transfers), and, in any such case, is not prohibited under Article 49 (Prohibited Transfers).

47.3 If the directors refuse to register a transfer of a share they shall, as soon as practicable and in any event within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of, and the reasons for, the refusal.

47.4 An obligation to transfer a share under these Articles shall be deemed to be an obligation to transfer the entire legal and beneficial interest in such share free from any lien, charge or other encumbrance.

47.5 Shares may be transferred by means of an instrument of transfer in any usual form or any other form approved by the directors, which is executed by or on behalf of the transferor and (if any of the shares is partly paid) the transferee.

47.6 No fee may be charged for registering any instrument of transfer or other document relating to or affecting the title to any share.

47.7 The Company may retain any instrument of transfer which is registered.

47.8 The transferor remains the holder of a share until the transferee's name is entered in the register of members as holder of it.

48 Voluntary Transfers

48.1 Any member who wishes to transfer any share (**Seller**) shall before transferring or agreeing to transfer such share or any interest in it, serve notice in writing (**Transfer Notice**) on the Company of his wish to make that transfer.

48.2 In the Transfer Notice the Seller shall specify:

48.2.1 the number and class of shares (**Sale Shares** and each one a **Sale Share**) which he wishes to transfer;

48.2.2 the identity of the person (if any) to whom the Seller wishes to transfer the Sale Shares;

48.2.3 the price per share at which the Seller wishes to transfer the Sale Shares (**Proposed Sale Price**);

48.2.4 any other terms relating to the transfer of the Sale Shares; and

48.2.5 whether the Transfer Notice is conditional upon all (and not part only) of the Sale Shares being sold pursuant to the following provisions of this Article 48 (**Total Transfer Condition**).

48.3 Each Transfer Notice shall:

48.3.1 relate to one class of shares only;

48.3.2 constitute the Company as the agent of the Seller for the sale of the Sale Shares on the terms of this Article 48; and

- 48.3.3 save as provided in Article 48.8, be irrevocable.
- 48.4 The Sale Shares shall be offered for purchase in accordance with this Article 48 at a price per Sale Share (**Sale Price**) agreed between the Seller and the directors or, in default of such agreement by the end of the 15th working day after the date of service of the Transfer Notice:
- 48.4.1 if the directors so elect within that fifteen working day period after the date of service of the Transfer Notice, the Sale Price shall be the price per Sale Share reported on by the Valuers as their written opinion of the open market value of each Sale Share (**Market Value**) as at the date of service of the Transfer Notice (in which case for the purposes of these Articles the Sale Price shall be deemed to have been determined on the date of the receipt by the Company of the Valuer's report); Valuers means the auditors for the time being of the Company, unless the auditors give notice to the Company that they decline an instruction to report on the matter in question or if no auditors have been appointed when the Valuers shall be a firm of chartered accountants agreed between the Seller and the directors or, in default of such agreement within 10 working days following the notice from the incumbent auditors declining to report, as appointed by the President of the Institute of Chartered Accountants in England and Wales on the application of any such party; and
- 48.4.2 otherwise the Sale Price shall be the Proposed Sale Price, in which case for the purpose of these Articles the Sale Price shall be deemed to have been agreed at the end of that 15th working day.
- 48.5 If instructed to report on their opinion of Market Value under Article 48.4 the Valuers shall:
- 48.5.1 act as expert and not as arbitrator and their written determination shall be final and binding on the members; and
- 48.5.2 proceed on the basis that:
- 48.5.2.1 the open market value of each Sale Share shall be the sum which a willing buyer would agree with a willing seller to be the purchase price for all the class of shares of which the Sale Shares form part, divided by the number of issued shares then comprised in that class;
- 48.5.2.2 there shall be no addition of any premium or subtraction of any discount by reference to the size of the holding the subject of the Transfer Notice or in relation to any restrictions on the transferability of the Sale Shares; and
- 48.5.2.3 any difficulty in applying either of the foregoing bases shall be resolved by the Valuers as they think fit in their absolute discretion.
- 48.6 The Company will use its reasonable endeavours to procure that the Valuers deliver their written opinion of the Market Value to the directors and to the Seller within twenty-eight days of being requested to do so.
- 48.7 The Valuers' fees for reporting on their opinion of the Market Value shall be borne as the Valuers shall specify in their valuation having regard to the conduct of the parties and the merit of their arguments in respect of the matters in dispute or otherwise (in the absence of any such specification by the Valuers) as to one half by the Seller and as to the other half by the Company unless the Seller revokes the Transfer Notice pursuant to Article 48.8, in which case the Seller shall pay all the Valuers' fees.
- 48.8 If the Market Value is reported on by the Valuers under Article 48.4 to be less than the Proposed Sale Price, the Seller may revoke any Transfer Notice which was not

stated to be, or is not deemed by these Articles to be, irrevocable by written notice given to the directors within the period of five working days after the date the directors serve on the Seller the Valuers' written opinion of the Market Value.

- 48.9 The directors shall at least ten working days after and no more than twenty working days after the Sale Price has been agreed or determined give an Offer Notice to all members to whom the Sale Shares are to be offered in accordance with these Articles.
- 48.10 An Offer Notice shall:
- 48.10.1 specify the Sale Price;
 - 48.10.2 contain the other details included in the Transfer Notice; and
 - 48.10.3 invite each of the members (other than the Seller) to respond in writing, before expiry of the Offer Notice, to purchase the numbers of Sale Shares specified by them in their application,
- and shall expire twenty working days after its service.
- 48.11 After the expiry date of the Offer Notice, the directors shall allocate the Sale Shares in accordance with the applications received save that:
- 48.11.1 if there are applications from members for more than the number of Sale Shares available, they shall be allocated to those applicants in proportion (as nearly as possible but without allocating to any member more Sale Shares than the maximum number applied for by him) to the number of shares then held by them respectively; however, in his application for Sale Shares a member may, if he so desires, indicate that he would be willing to purchase a particular proportionate entitlement (**Excess Shares**), in which case, applications for Excess Shares shall be allocated in accordance with such application, or in the event of competition among those members applying for Excess Shares in such proportions as equal (as nearly as may be) the proportions of all the shares held by such members;
 - 48.11.2 if it is not possible to allocate any of the Sale Shares without involving fractions, they shall be allocated amongst them in such manner as the Board shall think fit; and
 - 48.11.3 if the Transfer Notice contained a valid Total Transfer Condition, no allocation of Sale Shares shall be made unless all the Sale Shares are allocated.
- 48.12 The directors shall, within five working days of the expiry date of the Offer Notice, give notice in writing (**Allocation Notice**) to the Seller and to each person to whom Sale Shares have been allocated (each a **Buyer**) specifying the name and address of each Buyer, the number and class of Sale Shares agreed to be purchased by him and the aggregate price payable for them.
- 48.13 Completion of a sale and purchase of Sale Shares pursuant to an Allocation Notice shall take place at the registered office of the Company at the time specified in the Allocation Notice when the Seller shall, upon payment to him by a Buyer of the Sale Price in respect of the Sale Shares allocated to that Buyer, transfer those Sale Shares and deliver the relative share certificate(s) to that Buyer.
- 48.14 The Seller may, during the period of thirty working days immediately following the expiry date of the Offer Notice, sell all or any of these Sale Shares, for which an Allocation Notice has not been given, by way of bona fide sale to the proposed transferee (if any) named in the Transfer Notice or, if none was so named, to any transferee, in either case at any price per Sale Share which is not less than the Sale Price, without any deduction, rebate or allowance to the proposed transferee, provided that:

- 48.14.1 the Seller may not transfer such share and the directors shall not register any transfer to a transferee who is not at that date a member unless such transferee is first approved in writing by the directors; and
 - 48.14.2 if the Transfer Notice contained a Total Transfer Condition, the Seller shall not be entitled, save with the written consent of the directors, to sell only some of the Sale Shares under this Article 48.14.
- 48.15 If a Seller fails for any reason (including death) to transfer any Sale Shares when required pursuant to this Article 48, the directors may authorise any director of the Company (who shall be deemed to be irrevocably appointed as the attorney of the Seller for the purpose) to execute each necessary transfer of such Sale Shares and deliver it on the Seller's behalf. The Company may receive the purchase money for such Sale Shares from the Buyer and shall upon receipt (subject, if necessary, to the transfer being duly stamped) register the Buyer as the holder of such Sale Shares. The Company shall hold such purchase money in a separate bank account on trust for the Seller but shall not be bound to earn or pay interest on any money so held. The Company's receipt for such purchase money shall be a good discharge to the Buyer who shall not be bound to see to the application of it, and after the name of the Buyer has been entered in the register of members in purported exercise of the power conferred by this Article 48.15 the validity of the proceedings shall not be questioned by any person.

49 Prohibited Transfers

Notwithstanding any other provision of these Articles, no transfer of any Share shall be registered if it is to any minor, undischarged bankrupt, trustee in bankruptcy or person of unsound mind.

50 Transmission of shares

- 50.1 If title to a share passes to a transferee, the Company may only recognise the transferee as having any title to that share.
- 50.2 Nothing in these Articles releases the estate of a deceased member from any liability in respect of a share solely or jointly held by that member.
- 50.3 A transferee who produces such evidence of entitlement to shares as the directors may properly require:
 - 50.3.1 may, subject to the Articles, choose either to become the holder of those shares or to have them transferred to another person, and
 - 50.3.2 subject to the Articles, and pending any transfer of the shares to another person, has the same rights as the holder had.
- 50.4 But, subject to Article 20.2 (Methods of appointing directors), transferees do not have the right to attend or vote at a general meeting, or agree to a proposed written resolution, in respect of shares to which they are entitled, by reason of the holder's death or bankruptcy or otherwise, unless they become the holders of those shares.

51 Exercise of transferees' rights

- 51.1 Transferees who wish to become the holders of shares to which they have become entitled must notify the Company in writing of that wish.
- 51.2 If the transferee wishes to have a share transferred to another person, the transferee must execute an instrument of transfer in respect of it.
- 51.3 Any transfer made or executed under this Article is to be treated as if it were made or executed by the person from whom the transferee has derived rights in respect of the share, and as if the event which gave rise to the transmission had not occurred.

52 Transmittees bound by prior notices

If a notice is given to a member in respect of shares and a transmittee is entitled to those shares, the transmittee is bound by the notice if it was given to the member before the transmittee's name or the name of any person nominated under Article 50.3 (Transmission of shares), has been entered in the register of members.

53 Procedure for disposing of fractions of shares

53.1 This Article applies where:

- 53.1.1 there has been a consolidation or division of shares; and
- 53.1.2 as a result, members are entitled to fractions of shares.

53.2 The directors may:

- 53.2.1 sell the shares representing the fractions to any person including the Company for the best price reasonably obtainable;
- 53.2.2 authorise any person to execute an instrument of transfer of the shares to the purchaser or a person nominated by the purchaser; and
- 53.2.3 distribute the net proceeds of sale in due proportion among the holders of the shares.

53.3 The person to whom the shares are transferred is not obliged to ensure that any purchase money is received by the person entitled to the relevant fractions.

53.4 The transferee's title to the shares is not affected by any irregularity in or invalidity of the process leading to their sale.

DIVIDENDS AND OTHER DISTRIBUTIONS

54 Procedure for declaring dividends

54.1 The Company may by ordinary resolution declare dividends, and the directors may decide to pay interim dividends.

54.2 A dividend must not be declared unless the directors have made a recommendation as to its amount. Such a dividend must not exceed the amount recommended by the directors.

54.3 No dividend may be declared or paid unless it is in accordance with members' respective rights.

54.4 Unless the members' resolution to declare or directors' decision to pay a dividend, or the terms on which shares are issued, specify otherwise, it must be paid by reference to each member's holding of shares on the date of the resolution or decision to declare or pay it.

54.5 If the Company's share capital is divided into different classes, no interim dividend may be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrear.

54.6 The directors may pay at intervals any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

54.7 If the directors act in good faith, they do not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on shares with deferred or non-preferred rights.

55 Calculation of dividends

55.1 Except as otherwise provided by the Articles or the rights attached to shares, all dividends must be:

- 55.1.1 declared and paid according to the amounts paid up on the shares on which the dividend is paid; and

55.1.2 apportioned and paid proportionately to the amounts paid up on the shares during any portion or portions of the period in respect of which the dividend is paid.

55.2 If any share is issued on terms providing that it ranks for dividend as from a particular date, that share ranks for dividend accordingly.

56 Payment of dividends and other distributions

56.1 Where a dividend or other sum which is a distribution is payable in respect of a share, it must be paid by one or more of the following means:

56.1.1 transfer to a bank or building society account specified by the distribution recipient either in writing or as the directors may otherwise decide;

56.1.2 sending a cheque made payable to the distribution recipient by post to the distribution recipient at the distribution recipient's registered address (if the distribution recipient is a holder of the share), or (in any other case) to an address specified by the distribution recipient either in writing or as the directors may otherwise decide;

56.1.3 sending a cheque made payable to such person by post to such person at such address as the distribution recipient has specified either in writing or as the directors may otherwise decide; or

56.1.4 any other means of payment as the directors agree with the distribution recipient either in writing or by such other means as the directors decide.

56.2 In these Articles, the **distribution recipient** means, in respect of a share in respect of which a dividend or other sum is payable:

56.2.1 the holder of the share; or

56.2.2 if the share has two or more joint holders, whichever of them is named first in the register of members; or

56.2.3 if the holder is no longer entitled to the share by reason of death or bankruptcy, or otherwise by operation of law, the transmittee.

57 Deductions from distributions in respect of sums owed to the company

57.1 If:

57.1.1 a share is subject to the Company's lien; and

57.1.2 the directors are entitled to issue a lien enforcement notice in respect of it,

they may, instead of issuing a lien enforcement notice, deduct from any dividend or other sum payable in respect of the share any sum of money which is payable to the Company in respect of that share to the extent that they are entitled to require payment under a lien enforcement notice.

57.2 Money so deducted must be used to pay any of the sums payable in respect of that share.

57.3 The Company must notify the distribution recipient in writing of:

57.3.1 the fact and amount of any such deduction;

57.3.2 any non-payment of a dividend or other sum payable in respect of a share resulting from any such deduction; and

57.3.3 how the money deducted has been applied.

58 No interest on distributions

58.1 The Company may not pay interest on any dividend or other sum payable in respect of a share unless otherwise provided by:

- 58.1.1 the terms on which the share was issued, or
- 58.1.2 the provisions of another agreement between the holder of that share and the Company.

59 Unclaimed distributions

- 59.1 All dividends or other sums which are:
 - 59.1.1 payable in respect of shares, and
 - 59.1.2 unclaimed after having been declared or become payable,may be invested or otherwise made use of by the directors for the benefit of the Company until claimed.
- 59.2 The payment of any such dividend or other sum into a separate account does not make the Company a trustee in respect of it.
- 59.3 If:
 - 59.3.1 twelve years have passed from the date on which a dividend or other sum became due for payment, and
 - 59.3.2 the distribution recipient has not claimed it,the distribution recipient is no longer entitled to that dividend or other sum and it ceases to remain owing by the Company.

60 Non-cash distributions

- 60.1 Subject to the terms of issue of the share in question, the Company may, by ordinary resolution on the recommendation of the directors, decide to pay all or part of a dividend or other distribution payable in respect of a share by transferring non-cash assets of equivalent value (including, without limitation, shares or other securities in any Company).
- 60.2 For the purposes of paying a non-cash distribution, the directors may make whatever arrangements they think fit, including, where any difficulty arises regarding the distribution:
 - 60.2.1 fixing the value of any assets;
 - 60.2.2 paying cash to any distribution recipient on the basis of that value in order to adjust the rights of recipients; and
 - 60.2.3 vesting any assets in trustees.

61 Waiver of distributions

- 61.1 Distribution recipients may waive their entitlement to a dividend or other distribution payable in respect of a share by giving the Company notice in writing to that effect, but if:
 - 61.1.1 the share has more than one holder, or
 - 61.1.2 more than one person is entitled to the share, whether by reason of the death or bankruptcy of one or more joint holders, or otherwise,the notice is not effective unless it is expressed to be given, and signed, by all the holders or persons otherwise entitled to the share.

CAPITALISATION OF PROFITS

62 Authority to capitalise and appropriation of capitalised sums

- 62.1 Subject to the Articles, the directors may, if they are so authorised by an ordinary resolution:
 - 62.1.1 decide to capitalise any profits of the Company (whether or not they are available for distribution) which are not required for paying a

- preferential dividend, or any sum standing to the credit of the Company's share premium account or capital redemption reserve; and
- 62.1.2 appropriate any sum which they so decide to capitalise (**capitalised sum**) to the persons who would have been entitled to it if it were distributed by way of dividend (**persons entitled**) and in the same proportions.
- 62.2 Capitalised sums must be applied:
- 62.2.1 on behalf of the persons entitled, and
- 62.2.2 in the same proportions as a dividend would have been distributed to them.
- 62.3 Any capitalised sum may be applied in paying up new shares of a nominal amount equal to the capitalised sum which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 62.4 A capitalised sum which was appropriated from profits available for distribution may be applied:
- 62.4.1 in or towards paying up any amounts unpaid on existing shares held by the persons entitled; or
- 62.4.2 in paying up new debentures of the Company which are then allotted credited as fully paid to the persons entitled or as they may direct.
- 62.5 Subject to the Articles the directors may:
- 62.5.1 apply capitalised sums in accordance with paragraphs 62.3 and 62.4 partly in one way and partly in another;
- 62.5.2 make such arrangements as they think fit to deal with shares or debentures becoming distributable in fractions under this Article (including the issuing of fractional certificates or the making of cash payments); and
- 62.5.3 authorise any person to enter into an agreement with the Company on behalf of all the persons entitled which is binding on them in respect of the allotment of shares and debentures to them under this Article 62.

PART 4

DECISION-MAKING BY MEMBERS

ORGANISATION OF GENERAL MEETINGS

63 Convening general meetings

The directors may call general meetings and, on the requisition of members pursuant to the provisions of CA 2006, shall forthwith proceed to convene a general meeting in accordance with CA 2006. If there are not within the United Kingdom sufficient directors to call a general meeting, any director or the members requisitioning the meeting (or any of them representing more than one half of the total voting rights of them all) may call a general meeting. If the Company has only a single member, such member shall be entitled at any time to call a general meeting.

64 Notice of general meetings

- 64.1 General meetings (other than an adjourned meeting) shall be called by at least fourteen Clear Days' notice but a general meeting may be called by shorter notice if it is so agreed by a majority in number of the members having a right to attend and vote, being a majority together holding not less than ninety per cent (90%) in nominal value of the shares at the meeting, giving that right.
- 64.2 The notice shall specify the time, date and place of the meeting, the general nature of the business to be transacted and the terms of any resolution to be proposed at it.

64.3 Subject to the provisions of these Articles and to any restrictions imposed on any shares, the notice shall be given to all members, to all persons entitled to a share in consequence of the death or bankruptcy of a member (if the company has been notified of their entitlement) and to the directors, alternate directors and the auditors for the time being of the Company.

64.4 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at that meeting.

65 Resolutions requiring special notice

65.1 If CA 2006 requires special notice to be given of a resolution, then the resolution will not be effective unless notice of the intention to propose it has been given to the Company at least twenty-eight Clear Days before the general meeting at which it is to be proposed.

65.2 Where practicable, the Company must give the members notice of the resolution in the same manner and at the same time as it gives notice of the general meeting at which it is to be proposed. Where that is not practicable, the Company must give the members at least fourteen Clear Days' before the relevant general meeting by advertisement in a newspaper with an appropriate circulation.

65.3 If, after notice to propose such a resolution has been given to the Company, a meeting is called for a date twenty-eight days or less after the notice has been given, the notice shall be deemed to have been properly given, even though it was not given within the time required by Article 65.1.

66 Attendance and speaking at general meetings

66.1 A person is able to exercise the right to speak at a general meeting when that person is in a position to communicate to all those attending the meeting, during the meeting, any information or opinions which that person has on the business of the meeting.

66.2 A person is able to exercise the right to vote at a general meeting when:

66.2.1 that person is able to vote, during the meeting, on resolutions put to the vote at the meeting, and

66.2.2 that person's vote can be taken into account in determining whether or not such resolutions are passed at the same time as the votes of all the other persons attending the meeting.

66.3 The directors may make whatever arrangements they consider appropriate to enable those attending a general meeting to exercise their rights to speak or vote at it.

66.4 In determining attendance at a general meeting, it is immaterial whether any two or more members attending it are in the same place as each other.

66.5 Two or more persons who are not in the same place as each other attend a general meeting if their circumstances are such that if they have (or were to have) rights to speak and vote at that meeting, they are (or would be) able to exercise them.

67 Quorum for general meetings

67.1 No business shall be transacted at any meeting unless a quorum is present. Subject to section 318(2) of CA 2006, two qualifying persons (as defined in section 318(3) of CA 2006) entitled to vote upon the business to be transacted shall be a quorum; provided that if the Company has only a single member, the quorum shall be one such qualifying person.

67.2 No business other than the appointment of the chairman of the meeting is to be transacted at a general meeting if the persons attending it do not constitute a quorum.

68 **Chairing general meetings**

- 68.1 If the directors have appointed a chairman, the chairman shall chair general meetings if present and willing to do so.
- 68.2 If the directors have not appointed a chairman, or if the chairman is unwilling to chair the meeting or is not present within ten minutes of the time at which a meeting was due to start:
- 68.2.1 the directors present, or
 - 68.2.2 (if no directors are present), the meeting,
- must appoint a director or member to chair the meeting, and the appointment of the chairman of the meeting must be the first business of the meeting.
- 68.3 The person chairing a meeting in accordance with this Article is referred to as the **chairman of the meeting**.

69 **Attendance and speaking by directors and non-members**

- 69.1 Directors may attend and speak at general meetings, whether or not they are members.
- 69.2 The chairman of the meeting may permit other persons who are not:
- 69.2.1 members of the Company, or
 - 69.2.2 otherwise entitled to exercise the rights of members in relation to general meetings,
- to attend and speak at a general meeting.

70 **Adjournment**

- 70.1 If the persons attending a general meeting within half an hour of the time at which the meeting was due to start do not constitute a quorum, or if during a meeting a quorum ceases to be present, the chairman of the meeting must adjourn it. If, at the adjourned meeting, a quorum is not present within half an hour from the time appointed for the meeting, the meeting shall be dissolved.
- 70.2 The chairman of the meeting may adjourn a general meeting at which a quorum is present if:
- 70.2.1 the meeting consents to an adjournment, or
 - 70.2.2 it appears to the chairman of the meeting that an adjournment is necessary to protect the safety of any person attending the meeting or ensure that the business of the meeting is conducted in an orderly manner.
- 70.3 The chairman of the meeting must adjourn a general meeting if directed to do so by the meeting.
- 70.4 When adjourning a general meeting, the chairman of the meeting must:
- 70.4.1 either specify the time and place to which it is adjourned or state that it is to continue at a time and place to be fixed by the directors, and
 - 70.4.2 have regard to any directions as to the time and place of any adjournment which have been given by the meeting.
- 70.5 If the continuation of an adjourned meeting is to take place more than fourteen days after it was adjourned, the Company must give at least seven Clear Days' notice of it (that is, excluding the day of the adjourned meeting and the day on which the notice is given):
- 70.5.1 to the same persons to whom notice of the Company's general meetings is required to be given, and

- 70.5.2 containing the same information which such notice is required to contain.
- 70.6 No business may be transacted at an adjourned general meeting which could not properly have been transacted at the meeting if the adjournment had not taken place.

VOTING AT GENERAL MEETINGS

71 Voting: general

- 71.1 A resolution put to the vote of a general meeting must be decided on a show of hands unless a poll is duly demanded in accordance with the Articles. Subject to any rights or restrictions attached to any shares, on a show of hands, every member who (being an individual) is present in person or (being a corporation) is present by a duly authorised representative (unless the representative is himself a member, in which case he shall have more than one vote) shall have one vote. A proxy shall not be entitled to vote on a show of hands.
- 71.2 No member shall vote at any general meeting or at any separate meeting of the holder of any class of shares, either in person or by proxy, in respect of any share held by him unless all monies presently payable by him in respect of that share have been paid.
- 71.3 In the case of joint holders the vote of the senior who tenders a vote shall be accepted to the exclusion of the votes of the other joint holders; and seniority shall be determined by the order in which the names of the holders stand in the register of members.
- 71.4 Unless a poll is duly demanded, a declaration by the chairman that a resolution has been carried or carried unanimously, or by a particular majority, or lost, or not carried by a particular majority and an entry to that effect in the minutes of the meeting shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.

72 Errors and disputes

- 72.1 No objection may be raised to the qualification of any person voting at a general meeting except at the meeting or adjourned meeting at which the vote objected to is tendered, and every vote not disallowed at the meeting is valid.
- 72.2 Any such objection must be referred to the chairman of the meeting, whose decision is final.

73 Poll votes

- 73.1 On a poll every member who (being an individual is present in person or by proxy) or (being a corporation) is present by a duly authorised representative or by proxy shall have one vote for every share of which he is the holder. On a poll, a member entitled to more than one vote need not use all his votes or cast all the votes he uses in the same way.
- 73.2 A poll on a resolution may be demanded:
- 73.2.1 in advance of the general meeting where it is to be put to the vote, or
 - 73.2.2 at a general meeting, either before a show of hands on that resolution or immediately after the result of a show of hands on that resolution is declared.
- 73.3 A poll may be demanded by:
- 73.3.1 the chairman of the meeting;
 - 73.3.2 the directors;
 - 73.3.3 two or more persons having the right to vote on the resolution;

- 73.3.4 a person or persons representing not less than one tenth of the total voting rights of all the members having the right to vote on the resolution; or
 - 73.3.5 a person or persons holding shares conferring a right to vote on the resolution on which not less than one tenth of the total sum paid up on all the shares conferring that right.
- 73.4 A demand for a poll may be withdrawn if:
- 73.4.1 the poll has not yet been taken, and
 - 73.4.2 the chairman of the meeting consents to the withdrawal.
- A demand so withdrawn shall not invalidate the result of a show of hands declared before the demand was made.
- 73.5 A poll demanded on the election of a chairman or on a question of adjournment shall be taken forthwith. A poll demanded on any other question shall be taken either forthwith or at such time and place as the chairman directs not being more than thirty days after the poll is demanded. The demand for a poll shall not prevent the continuance of a meeting for the transaction of any business other than the question on which the poll was demanded. If a poll is demanded before the declaration of the result of a show of hands and the demand is duly withdrawn, the meeting shall continue as if the demand had not been made.
- 73.6 No notice need be given of a poll not taken forthwith if the time and place at which it is to be taken are announced at the meeting at which it is demanded. In any other case at least seven Clear Days' notice shall be given specifying the time and place at which the poll is to be taken.
- 73.7 The result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

74 Content of proxy notices

- 74.1 Subject to the provisions of these Articles, a member is entitled to appoint another person as his proxy to exercise all or any of his rights to attend and to speak and vote at a general meeting. A member may appoint more than one proxy in relation to a meeting, provided that each proxy is appointed to exercise the rights attached to a different share or shares held by that member.
- 74.2 Proxies may only validly be appointed by a notice in writing (**proxy notice**) which:
- 74.2.1 states the name and address of the member appointing the proxy;
 - 74.2.2 identifies the person appointed to be that member's proxy and the general meeting in relation to which that person is appointed;
 - 74.2.3 is signed by or on behalf of the member appointing the proxy, or is authenticated in such manner as the directors may determine; and
 - 74.2.4 is delivered to the Company in accordance with the Articles and in accordance with any instructions contained in the notice of the general meeting (or adjourned meeting) to which they relate and received by the Company:
 - 74.2.4.1 subject to Articles 74.2.4.2 and 74.2.4.3 in the case of a general meeting or adjourned meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the right to vote is to be exercised;
 - 74.2.4.2 in the case of a poll taken more than forty-eight hours after it is demanded, after the poll has been demanded and not less than twenty-four hours before the time appointed for the taking of the poll; or

74.2.4.3 where the poll is not taken forthwith but is taken not more than forty-eight hours after it was demanded, at the time at which the poll was demanded or twenty-four hours before the time appointed for the taking of the poll, whichever is the later,

and a proxy notice which is not delivered and received in such manner shall be invalid.

74.3 The Company may require proxy notices to be delivered in a particular form, and may specify different forms for different purposes.

74.4 Proxy notices may specify how the proxy appointed under them is to vote (or that the proxy is to abstain from voting) on one or more resolutions and the proxy is obliged to vote or abstain from voting in accordance with the specified instructions. However, the Company is not obliged to check whether a proxy votes or abstains from voting as he has been instructed and shall incur no liability for failing to do so. Failure by a proxy to vote or abstain from voting as instructed at a meeting shall not invalidate proceedings at that meeting.

74.5 Unless a proxy notice indicates otherwise, it must be treated as:

74.5.1 allowing the person appointed under it as a proxy discretion as to how to vote on any ancillary or procedural resolutions put to the meeting, and

74.5.2 appointing that person as a proxy in relation to any adjournment of the general meeting to which it relates as well as the meeting itself.

75 Delivery of proxy notices

75.1 Any notice of a general meeting must specify the address or addresses (**proxy notification address**) at which the Company or its agents will receive proxy notices relating to that meeting, or any adjournment of it, delivered in hard copy or electronic form.

75.2 A person who is entitled to attend, speak or vote (either on a show of hands or on a poll) at a general meeting remains so entitled in respect of that meeting or any adjournment of it, even though a valid proxy notice has been delivered to the Company by or on behalf of that person to a proxy notification address.

75.3 An appointment under a proxy notice may be revoked by delivering to the Company a notice in writing given by or on behalf of the person by whom or on whose behalf the proxy notice was given.

75.4 A notice revoking a proxy appointment only takes effect if it is received by the Company:

75.4.1 in the case of a general or adjourned meeting, not less than forty-eight hours before the time for holding the meeting or adjourned meeting at which the right to vote is to be exercised;

75.4.2 in the case of a poll taken more than forty-eight hours after it was demanded, not less than twenty-four hours before the time appointed for the taking of the poll; or

75.4.3 in the case of a poll not taken forthwith but not more than forty-eight hours after it was demanded, at the time at which it was demanded or twenty-four hours before the time appointed for the taking of the poll, whichever is later,

and a notice which is not delivered and received in such manner shall be invalid.

75.5 In calculating the periods referred to in Article 74 (Content of proxy notices) and this Article 75, no account shall be taken of any part of a day that is not a working day.

75.6 If a proxy notice is not executed by the person appointing the proxy, it must be accompanied by written evidence of the authority of the person who executed it to execute it on the appointor's behalf.

76 Representation of corporations at meetings

Subject to CA 2006, a company which is a member may, by resolution of its directors or other governing body, authorise one or more persons to act as its representative or representatives at a meeting of the company or at a separate meeting of the holders of a class of shares of the company (**corporate representative**). A director, secretary or other person authorised for the purpose by the directors may require a corporate representative to produce a certified copy of the resolution of authorisation before permitting him to exercise his powers.

77 Amendments to resolutions

77.1 An ordinary resolution to be proposed at a general meeting may be amended by ordinary resolution if:

77.1.1 notice of the proposed amendment is given to the Company in writing by a person entitled to vote at the general meeting at which it is to be proposed not less than 48 hours before the meeting is to take place (or such later time as the chairman of the meeting may determine), and

77.1.2 the proposed amendment does not, in the reasonable opinion of the chairman of the meeting, materially alter the scope of the resolution.

77.2 A special resolution to be proposed at a general meeting may be amended by ordinary resolution, if:

77.2.1 the chairman of the meeting proposes the amendment at the general meeting at which the resolution is to be proposed, and

77.2.2 the amendment does not go beyond what is necessary to correct a grammatical or other non-substantive error in the resolution.

77.3 If the chairman of the meeting, acting in good faith, wrongly decides that an amendment to a resolution is out of order, the chairman's error does not invalidate the vote on that resolution.

WRITTEN RESOLUTIONS

78 A resolution of the members (or a class of members) may be passed as a written resolution in accordance with chapter 2 of part 13 of CA 2006.

PART 5

MISCELLANEOUS PROVISIONS

COMMUNICATIONS

79 Means of communication to be used

79.1 Subject to the Articles, anything sent or supplied by or to the Company under the Articles may be sent or supplied in any way in which of CA 2006 provides for documents or information which are authorised or required by any provision of CA 2006 to be sent or supplied by or to the Company.

79.2 Any notice, document or other information shall be deemed served on or delivered to the intended recipient:

79.2.1 If properly addressed and sent by prepaid United Kingdom first class post to an address in the United Kingdom, 48 hours after it was posted;

79.2.2 If properly addressed and delivered by hand, when it was given or left at the appropriate address;

79.2.3 If properly addressed and sent or supplied by electronic means 48 hours after the document or information was sent or supplied; and

79.2.4 If sent or supplied by means of a website, when the material is first made available on the website or (if later) when the recipient receives (or is deemed to have received) notice of the fact that the material is available on the website.

For the purposes of this Article 79.2, no account shall be taken of any part of a day that is not a working day.

79.3 In proving that any notice, document or other information was properly addressed, it shall be sufficient to show that the notice, document or other information was delivered to an address permitted for the purpose by of CA 2006.

79.4 Subject to the Articles, any notice or document to be sent or supplied to a director in connection with the taking of decisions by directors may also be sent or supplied by the means by which that director has asked to be sent or supplied with such notices or documents for the time being.

79.5 A director may agree with the Company that notices or documents sent to that director in a particular way are to be deemed to have been received within a specified time of their being sent, and for the specified time to be less than 48 hours.

79.6 In the case of joint holders of a share, all notices or documents shall be given to the joint holder whose name stands first in the register in respect of the joint holding. Notice so given shall be sufficient notice to all of the joint holders. Where there are joint holders of a share, anything which needs to be agreed or specified in relation to any notice, document or other information to be sent or supplied to them can be agreed or specified by any one of the joint holders. The agreement or specification of the joint holder whose name stands first in the register will be accepted to the exclusion of the agreement or specification of any other joint holder (s) whose name(s) stand later in the register.

79.7 The Company may give notice to the transmittee of a member, by sending or delivering it in any manner authorised by these Articles for the giving of notice to a member, addressed to that person by name, or by the title, of representative of the deceased or trustee of the bankrupt or representative by operation of law or by any like description, at the address (if any) within the United Kingdom supplied for the purpose by the person claiming to be so entitled. Until such an address has been so supplied, a notice may be given in any manner in which it might have been given if the death or bankruptcy or operation of law had not occurred.

ADMINISTRATIVE ARRANGEMENTS

80 Company seals

80.1 Any common seal may only be used by the authority of the directors.

80.2 The directors may decide by what means and in what form any common seal is to be used.

80.3 Unless otherwise decided by the directors, if the Company has a common seal and it is affixed to a document, the document must also be signed by either at least two authorised persons or by at least one authorised person in the presence of a witness who attests the signature.

80.4 For the purposes of this Article, an authorised person is:

80.4.1 any director of the Company;

80.4.2 the Company secretary (if any); or

80.4.3 any person authorised by the directors for the purpose of signing documents to which the common seal is applied.

81 **No right to inspect accounts and other records**

Except as provided by law or authorised by the directors or an ordinary resolution of the Company, no person is entitled to inspect any of the Company's accounting or other records or documents merely by virtue of being a member.

82 **Provision for employees on cessation of business**

The directors may decide to make provision for the benefit of persons employed or formerly employed by the Company or any of its subsidiaries (other than a director or former director or shadow director) in connection with the cessation or transfer to any person of the whole or part of the undertaking of the Company or that subsidiary.

DIRECTORS' INDEMNITY AND INSURANCE

83 **Indemnity**

83.1 Subject to Article 83.2, but without prejudice to any indemnity to which a relevant officer is otherwise entitled:

83.1.1 each relevant officer shall be indemnified out of the Company's assets against all costs, charges, losses, expenses and liabilities incurred by him as a relevant officer:

83.1.1.1 in the actual or purported execution and/or discharge of his duties, or in relation to them; and

83.1.1.2 in relation to the company's (or any associated company's) activities as trustee of an occupational pension scheme (as defined in section 235(6) of CA 2006),

including (in each case) any liability incurred by him in defending any civil or criminal proceedings in which judgment is given in his favour or in which he is acquitted or the proceedings are otherwise disposed of without any finding or admission of any material breach of duty on his part or in connection with any application in which the court grants him, in his capacity as a relevant officer, relief from liability for negligence, default, breach of duty or breach of trust in relation to the Company's (or any associated company's) affairs; and

83.1.2 the Company may provide any relevant officer with funds to meet expenditure incurred or to be incurred by him in connection with any proceedings or application referred to in Article 83.1.1 and otherwise may take any action to enable any such relevant officer to avoid incurring such expenditure.

83.2 This Article does not authorise any indemnity which would be prohibited or rendered void by any provision of the Companies Acts or by any other provision of law.

83.3 In this Article 83:

83.3.1 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate, and

83.3.2 a **relevant officer** means any director or alternate director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of CA 2006) and may, if the members so decide, include any person engaged by the Company (or any associated company) as auditor (whether or not he is also a director or other officer), to the extent he acts in his capacity as auditor).

84 **Insurance**

84.1 The directors may decide to purchase and maintain insurance, at the expense of the Company, for the benefit of any relevant officer in respect of any relevant loss.

84.2 In this Article 84:

84.2.1 a **relevant officer** means any director or alternate director or other officer or former director or other officer of the Company or an associated company (including any company which is a trustee of an occupational pension scheme (as defined by section 235(6) of CA 2006;

84.2.2 a **relevant loss** means any loss or liability which has been or may be incurred by a relevant officer in connection with that officer's duties or powers in relation to the Company, any associated company or any pension fund or employees' share scheme of the Company or associated company; and

84.2.3 companies are associated if one is a subsidiary of the other or both are subsidiaries of the same body corporate.



**CERTIFICATE OF INCORPORATION
OF A
PRIVATE LIMITED COMPANY**

Company Number. 8283149

The Registrar of Companies for England and Wales, hereby certifies that

FAME VENTURES LTD

is this day incorporated under the Companies Act 2006 as a private company, that the company is limited by shares, and the situation of its registered office is in England and Wales.

Given at Companies House, Cardiff, on 6th November 2012.



The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006

Sam Rogoff & Co Ltd
P.O. Box 2647
London W1A 3RB

FAME VENTURES LTD

Data Sheet

Date of Incorporation 06/11/2012

Company Number 8283149

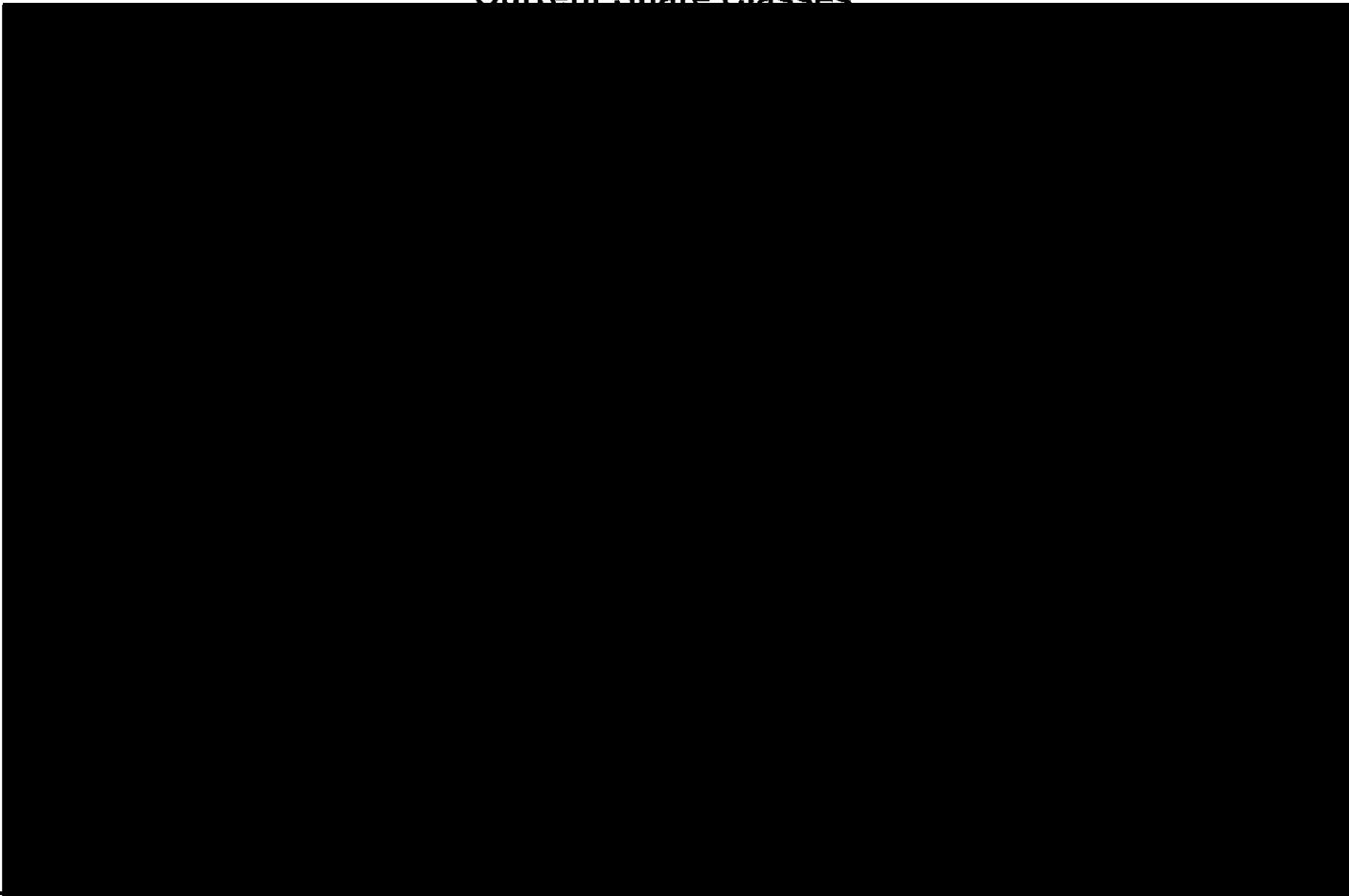
Members

[REDACTED]
[REDACTED]
Date of Entry: 05/02/2014 Share Type: Ordinary Shares
Balance as at 26 Sep 2014: 5000

[REDACTED]
[REDACTED]
Date of Entry: 05/02/2014 Share Type: Ordinary Shares
Balance as at 26 Sep 2014: 5000

[REDACTED]
[REDACTED]
Date of Entry: 06/02/2014 Share Type: Ordinary Shares
Balance as at 26 Sep 2014: 300

Current Share Classes



FAME VENTURES LTD

Data Sheet

Date of Incorporation 06/11/2012

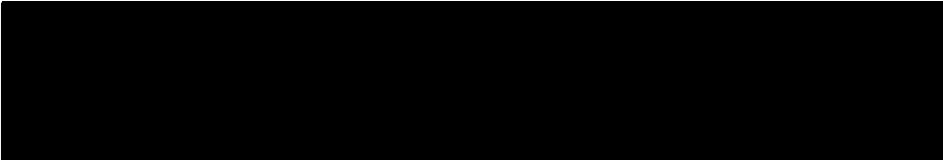
Company Number 8283149

Subdivision

ShareClass: ordinary

Transferor: Adam Cole (Code: COLE A)

Transferee: FAME VENTURES LTD (Code: FAMEVENT)

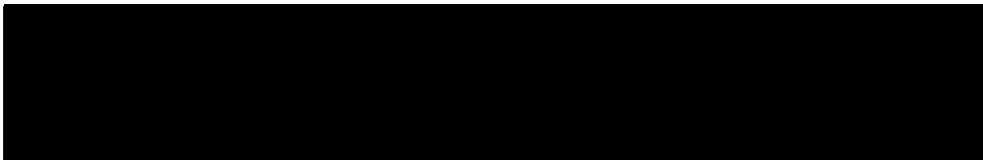


Subdivision

ShareClass: Ordinary Shares

Transferor: FAME VENTURES LTD (Code: FAMEVENT)

Transferee: Adam Cole (Code: COLE A)



Your company tax return

If we send the company a **Notice** to deliver a company tax return (form **CT603**) it has to comply by the filing date or we charge a penalty, even if there is no tax to pay. A return includes a company tax return form, any **Supplementary Pages**, accounts, computations and any relevant information.

Is this the right form for the company? Read the advice on pages 3 to 6 of the Company tax return guide (the **Guide**) before you start.

The forms in the CT600 series set out the information we need and provide a standard format for calculations. Use the **Guide** to help you complete the return form. It contains general information you may need and box by box advice

Please note that some boxes on form **CT600** are not in order, reflecting changes made since the form was first published in 2004.

Company information

Company name

Fame Ventures Ltd

Company registration number

08283149

Tax Reference as shown on the CT603

623

29050

28738

Type of Company

Registered office address

Postcode

About this return

This is the above company's return for the period

from (dd/mm/yyyy)

to (dd/mm/yyyy)

06

11

2012

05

11

2013

Put an 'X' in the appropriate box(es) below

A repayment is due for this return period

A repayment is due for an earlier period

Making more than one return for this company now

This return contains estimated figures

Company part of a group that is not small

Disclosure of tax avoidance schemes

Notice of disclosable avoidance schemes

Transfer pricing

Compensating adjustment claimed

Company qualifies for SME exemption

Accounts

I attach accounts and computations

• for the period to which this return relates

• for a different period

If you are not attaching accounts and computations, say why not

PoA differs from AP-a/cs with sep rtn

Supplementary Pages

If you are enclosing any **Supplementary Pages** put an 'X' in the appropriate box(es)

Loans to participators by close companies, form **CT600A**

Controlled foreign companies, form **CT600B**

Group and Consortium, form **CT600C**

Insurance, form **CT600D**

Charities and Community Amateur Sports Clubs (CASCs), form **CT600E**

Tonnage tax, form **CT600F**

Corporate Venturing Scheme, form **CT600G**

Cross-border royalties, form **CT600H**

Supplementary charge in respect of ring fence trade, form **CT600I**

Disclosure of tax avoidance schemes, form **CT600J**

Company tax calculation

Turnover

1	Total turnover from trade or profession	1	£	<input type="text" value="0"/>
2	Banks, building societies, insurance companies and other financial concerns. <i>Put an 'X' in this box if you do not have a recognised turnover and have not made an entry in box 1</i>	2	<input type="text"/>	

Income

3	Trading and professional profits	3	£	<input type="text"/>			
4	Trading losses brought forward claimed against profits	4	£	<input type="text"/>			
5	Net trading and professional profits	box 3 minus box 4			5	£	<input type="text"/>
6	Bank, building society or other interest, and profits and gains from non-trading loan relationships	6	£	<input type="text"/>			
7	<i>Put an 'X' in box 7 if the figure in box 6 is net of carrying back a deficit from a later accounting period</i>	7	<input type="text"/>				
8	Annuities, annual payments and discounts not arising from loan relationships and from which income tax has not been deducted	8	£	<input type="text"/>			
9	Overseas income within Sch D Case V	9	£	<input type="text"/>			
10	Income from which income tax has been deducted	10	£	<input type="text"/>			
11	Income from UK land and buildings	11	£	<input type="text"/>			
12	Non-trading gains on intangible fixed assets	12	£	<input type="text"/>			
13	Tonnage tax profits	13	£	<input type="text"/>			
14	Annual profits and gains not falling under any other heading	14	£	<input type="text"/>			
15	Income within Sch D Case VI	total of boxes 12, 13 and 14			15	£	<input type="text"/>

Chargeable gains

16	Gross chargeable gains	16	£	<input type="text"/>			
17	Allowable losses including losses brought forward	17	£	<input type="text"/>			
18	Net chargeable gains	box 16 minus box 17			18	£	<input type="text" value="0"/>

19	Losses brought forward against certain investment income	19	£	<input type="text"/>			
20	Non-trade deficits on loan relationships (including interest), and derivative contracts (financial instruments) brought forward	20	£	<input type="text"/>			
21	Profits before other deductions and reliefs	net sum of boxes 5, 6, 8, 9, 10, 11, 15, & 18 minus sum of boxes 19 and 20			21	£	<input type="text"/>

Deductions and reliefs

22	CVS loss relief, and losses on unquoted shares under S573 ICTA 1988	22	£	<input type="text"/>
23	<i>Put an 'X' in box 23 if the entry in box 22 includes CVS loss relief, complete and attach form CT600G</i>	23		<input type="checkbox"/>
24	Management expenses under S75 ICTA 1988	24	£	<input type="text"/>
25	Interest distributions under S468L ICTA 1988	25	£	<input type="text"/>
26	Schedule A losses for this or previous accounting period under S392A ICTA 1988	26	£	<input type="text"/>
27	Capital allowances for the purposes of management of the business	27	£	<input type="text"/>
28	Non-trade deficits for this accounting period from loan relationships and derivative contracts (financial instruments)	28	£	<input type="text"/>
29	Non-trading losses on intangible fixed assets	29	£	<input type="text"/>
30	Trading losses of this or a later accounting period under S393A ICTA 1988	30	£	<input type="text"/>
31	<i>Put an 'X' in box 31 if amounts carried back from later accounting periods are included in box 30</i>	31		<input type="checkbox"/>
32	Non-trade capital allowances	32	£	<input type="text"/>
33	Total of deductions and reliefs			total of boxes 22, 24 to 30 and 32 33 £ <input type="text"/>
34	Profits before charges and group relief			box 21 minus box 33 34 £ <input type="text"/>
35	Charges paid	35	£	<input type="text"/>
36	Group relief	36	£	<input type="text"/>
37	Profits chargeable to corporation tax			box 34 minus boxes 35 and 36 37 £ <input type="text"/> 0
169	Ring fence profits included	169	£	<input type="text"/>

Tax calculation

- 38 Franked investment income 38 £
- 39 Number of associated companies in this period or 39
- 40 Associated companies in the first financial year 40
- 41 Associated companies in the second financial year 41
- 42 Put an 'X' in box 42 if the company claims to be charged at the starting rate or the small companies' rate on any part of its profits, or is claiming marginal rate relief 42

Enter how much profit has to be charged and at what rate of tax

Financial year (yyyy)	Amount of profit	Rate of tax	Tax
43 <input style="width: 80px;" type="text" value="2012"/>	44 £ <input style="width: 150px;" type="text"/>	45 <input style="width: 50px;" type="text"/>	46 £ <input style="width: 150px;" type="text"/>
	47 £ <input style="width: 150px;" type="text"/>	48 <input style="width: 50px;" type="text"/>	49 £ <input style="width: 150px;" type="text"/>
	50 £ <input style="width: 150px;" type="text"/>	51 <input style="width: 50px;" type="text"/>	52 £ <input style="width: 150px;" type="text"/>
53 <input style="width: 80px;" type="text"/>	54 £ <input style="width: 150px;" type="text"/>	55 <input style="width: 50px;" type="text"/>	56 £ <input style="width: 150px;" type="text"/>
	57 £ <input style="width: 150px;" type="text"/>	58 <input style="width: 50px;" type="text"/>	59 £ <input style="width: 150px;" type="text"/>
	60 £ <input style="width: 150px;" type="text"/>	61 <input style="width: 50px;" type="text"/>	62 £ <input style="width: 150px;" type="text"/>

total of boxes 46, 49, 52, 56, 59 and 62

63 £

- 63 Corporation tax
- 64 Marginal rate relief 64 £
- 65 Corporation tax net of marginal rate relief 65 £
- 66 Underlying rate of corporation tax 66
- 67 Profits matched with non-corporate distributions 67 £
- 68 Tax at non-corporate distributions rate 68 £
- 69 Tax at underlying rate on remaining profits 69 £

See note for box 70 in CT600 Guide

70 £

Reliefs and deductions in terms of tax

- 71 CVS investment relief 71 £
- 72 Community investment relief 72 £
- 73 Double taxation relief 73 £
- 74 Put an 'X' in box 74 if box 73 includes an Underlying Rate relief claim 74
- 75 Put an 'X' in box 75 if box 73 includes any amount carried back from a later period 75
- 76 Advance corporation tax 76 £

total of boxes 71, 72, 73 and 76

77 £

Calculation of tax outstanding or overpaid

78	Net corporation tax liability		box 70 minus box 77	£
79	Tax payable under S419 ICTA 1988			£
80	<i>Put 'X' in box 80 if you completed box A11 in the Supplementary Pages CT600A</i>	<input type="checkbox"/>		
81	Tax payable under S747 ICTA 1988			£
82	Tax payable under S501A ICTA 1988			£
83	Tax chargeable		total of boxes 78, 79, 81 and 82	£
84	Income tax deducted from gross income included in profits			£
85	Income tax repayable to the company			£
86	Tax payable - this is your self-assessment of tax payable		box 83 minus box 84	£ <i>0.00</i>

Tax reconciliation

87	Research and Development tax credit, including any vaccines tax credit, or film tax credit			£
88	Land remediation or life assurance company tax credit			£
170	Capital allowances first-year tax credit			£
89	Research and Development tax credit payable, including any vaccines tax credit, or film tax credit payable		box 87 minus box 86	£
90	Land remediation or life assurance company tax credit payable		total of boxes 87 + 88 minus boxes 86 + 89	£
171	Capital allowances first-year tax credit payable		boxes (87+88+170) minus boxes (86+89+90)	£
161	Ring fence corporation tax included	<input type="checkbox"/>		£
166	Tax under S501A ICTA 1988 included	<input type="checkbox"/>		£
91	Tax already paid (and not already repaid)			£
92	Tax outstanding		box 86 minus sum of boxes 87,88,170 and 91	£
93	Tax overpaid		total sum of boxes 87,88,170 and 91 minus box 86	£
94	Tax refunds surrendered to the company under S102 FA 1989			£

Indicators

Put an 'X' in the relevant box(es) if, in the period, the company

95	<i>should have made (whether it has or not) instalment payments under the Corporation Tax (Instalment Payments) Regulations 1998</i>	<input type="checkbox"/>
96	<i>is within a group payment arrangement for this period</i>	<input type="checkbox"/>
97	<i>has written down or sold intangible assets</i>	<input type="checkbox"/>
98	<i>has made cross-border royalty payments</i>	<input type="checkbox"/>

Information about enhanced expenditure

Research and development (R&D) or films enhanced expenditure

167 Put an 'X' in box 167 if the claim is for films expenditure	167 <input type="checkbox"/>	
99 Put an 'X' in box 99 if the claim is made by a small or medium-sized enterprise (SME), including a SME subcontractor to a large company	99 <input type="checkbox"/>	
100 Put an 'X' in box 100 if the claim is made by a large company	100 <input type="checkbox"/>	
101 R&D or films enhanced expenditure	101	£ <input type="text"/>
102 R&D enhanced expenditure of a SME on work sub-contracted to it by a large company	102	£ <input type="text"/>
103 Vaccines research expenditure	103	£ <input type="text"/>

Land remediation enhanced expenditure

104 Enter amount equal to 150% of actual expenditure	104	£ <input type="text"/>
--	-----	------------------------

Information about capital allowances and balancing charges

Charges and allowances included in calculation of trading profits or losses

	Capital Allowances	Balancing Charges
172 Annual investment allowance	172 £ <input type="text"/>	
105-106 Machinery and plant - special rate pool	105 £ <input type="text"/>	106 £ <input type="text"/>
107-108 Machinery and plant - main pool	107 £ <input type="text"/>	108 £ <input type="text"/>
109-110 Cars	109 £ <input type="text"/>	110 £ <input type="text"/>
111-112 Industrial buildings and structures	111 £ <input type="text"/>	112 £ <input type="text"/>
162-163 Business premises renovation	162 £ <input type="text"/>	163 £ <input type="text"/>
113-114 Other charges and allowances	113 £ <input type="text"/>	114 £ <input type="text"/>

Charges and allowances not included in calculation of trading profits or losses

	Capital Allowances	Balancing Charges
173 Annual investment allowance	173 £ <input type="text"/>	
164-165 Business premises renovation	164 £ <input type="text"/>	165 £ <input type="text"/>
115-116 Other non-trading charges and allowances	115 £ <input type="text"/>	116 £ <input type="text"/>
117 Put an 'X' in box 117 if box 115 entry includes flat conversion allowances	117 <input type="checkbox"/>	

Qualifying expenditure

118 Machinery and plant on which first year allowance is claimed	118	£ <input type="text"/>
174 Designated environmentally friendly machinery and plant	174	£ <input type="text"/>
120 Machinery and plant on long-life assets and integral features	120	£ <input type="text"/>
121 Other machinery and plant	121	£ <input type="text"/>

Losses, deficits and excess amounts

	Arising	Maximum available for surrender as group relief
122-123 Trading losses Case I	calculated under S393 ICTA 1988 122 £ <input type="text" value="1,122"/>	calculated under S393A ICTA 1988 123 £ <input type="text"/>
124 Trading losses Case V	calculated under S393 ICTA 1988 124 £ <input type="text"/>	
125-126 Non-trade deficits on loan relationships and derivative contracts	calculated under S82 FA 1996 125 £ <input type="text"/>	calculated under S83 FA 1996 126 £ <input type="text"/>
127-128 Schedule A losses	calculated under S392A ICTA 1988 127 £ <input type="text"/>	calculated under S403 ICTA 1988 128 £ <input type="text"/>
129 Overseas property business losses Case V	calculated under S392B ICTA 1988 129 £ <input type="text"/>	
130 Losses Case VI	calculated under S396 ICTA 1988 130 £ <input type="text"/>	
131 Capital losses	calculated under S16 TCGA 1992 131 £ <input type="text"/>	
132-133 Non-trading losses on intangible fixed assets	calculated under S29 FA 2002 132 £ <input type="text"/>	calculated under S403 ICTA 1988 133 £ <input type="text"/>
134 Excess non-trade capital allowances	Excess	calculated under S403 ICTA 1988 134 £ <input type="text"/>
135 Excess charges		calculated under S403 ICTA 1988 135 £ <input type="text"/>
136-137 Excess management expenses	calculated under S75 ICTA 1988 136 £ <input type="text"/>	calculated under S403 ICTA 1988 137 £ <input type="text"/>
138 Excess interest distributions	calculated under S468L(7) ICTA 1988 138 £ <input type="text"/>	

Overpayments and repayments

Small repayments

If you do not want us to make small repayments please either put an 'X' in box 139 or complete box 140 below. 'Repayments' here include tax, interest, and late-filing penalties or any combination of them.

Do not repay £20 or less 139 Do not repay sums of £ or less. Enter whole figure only

Repayments for the period covered by this return

141 Repayment of corporation tax	141 £ <input type="text"/>
142 Repayment of income tax	142 £ <input type="text"/>
143 Payable Research and Development tax credit	143 £ <input type="text"/>
168 Payable film tax credit	168 £ <input type="text"/>
144 Payable land remediation or life assurance company tax credit	144 £ <input type="text"/>
175 Payable capital allowances first-year tax credit	175 £ <input type="text"/>
Surrender under S102 FA 1989 (including surrenders under Regulation 9 of the Instalments Regulations)	
<i>Repayments of advance corporation tax cannot be surrendered.</i>	
145 The following amount is to be surrendered under S102 FA 1989, and either	145 £ <input type="text"/>
146 the joint Notice is attached	146 <input type="checkbox"/>
or	
147 will follow	147 <input type="checkbox"/>
<i>(put an 'X' in either box 146 or box 147)</i>	
148 Please stop repayment of the following amount until I send you the Notice	148 £ <input type="text"/>

Bank details (for person to whom the repayment is to be made)

Repayment is made quickly and safely by direct credit to a bank or building society account. Please complete the following details:

Name of bank or building society Branch sort code

149 150

Account number Name of account

151 152

Building society reference

153

Payments to a person other than the company

Complete the authority below if you want the repayment to be made to a person other than the company. I, as (enter status - company secretary, treasurer, liquidator or authorised agent, etc.)

154

of (enter name of company)

155

authorise (enter name)

156

(enter address)

157

Postcode

Nominee reference

158

to receive payment on the company's behalf.

Signature

159

Name (in capitals)

160

Declaration

Warning - Giving false information in the return, or concealing any part of the company's profits or tax payable, can lead to both the company and yourself being prosecuted.

Declaration
The information I have given in this company tax return is correct and complete to the best of my knowledge and belief.

Signature

Name (in capitals) Date (dd/mm/yyyy)

ADAM COLE 05/08/2014

Status

Director

HM Revenue & Customs

Company Tax Return form CT600 (2008) Version 2

for accounting periods ending on or after 1 July 1999

Your company tax return

If we send the company a *Notice* to deliver a company tax return (form *CT603*) it has to comply by the filing date or we charge a penalty, even if there is no tax to pay. A return includes a company tax return form, any *Supplementary Pages*, accounts, computations and any relevant information.

Is this the right form for the company? Read the advice on pages 3 to 6 of the *Company tax return guide* (the *Guide*) before you start.

The forms in the *CT600* series set out the information we need and provide a standard format for calculations. Use the *Guide* to help you complete the return form. It contains general information you may need and box by box advice

Please note that some boxes on form *CT600* are not in order, reflecting changes made since the form was first published in 2004.

Company information

Company name

Fame Ventures Ltd

Company registration number

08283149

Tax Reference as shown on the CT603

623

29050

28738

Type of Company

Registered office address

Postcode

About this return

This is the above company's return for the period

from (dd/mm/yyyy)

to (dd/mm/yyyy)

06

11

2013

30

11

2013

Put an 'X' in the appropriate box(es) below

A repayment is due for this return period

A repayment is due for an earlier period

Making more than one return for this company now

This return contains estimated figures

Company part of a group that is not small

Disclosure of tax avoidance schemes
Notice of disclosable avoidance schemes

Transfer pricing

Compensating adjustment claimed

Company qualifies for SME exemption

Accounts

I attach accounts and computations

• for the period to which this return relates

• for a different period

If you are not attaching accounts and computations, say why not

Supplementary Pages

If you are enclosing any *Supplementary Pages* put an 'X' in the appropriate box(es)

Loans to participators by close companies, form *CT600A*

Controlled foreign companies, form *CT600B*

Group and Consortium, form *CT600C*

Insurance, form *CT600D*

Charities and Community Amateur Sports Clubs (CASCs), form *CT600E*

Tonnage tax, form *CT600F*

Corporate Venturing Scheme, form *CT600G*

Cross-border royalties, form *CT600H*

Supplementary charge in respect of ring fence trade, form *CT600I*

Disclosure of tax avoidance schemes, form *CT600J*

Company tax calculation

Turnover

1	Total turnover from trade or profession		1 £ <input style="width: 80px;" type="text" value="0"/>
2	Banks, building societies, insurance companies and other financial concerns. <i>Put an 'X' in this box if you do not have a recognised turnover and have not made an entry in box 1</i>	2 <input style="width: 40px;" type="text"/>	

Income

3	Trading and professional profits		3 £ <input style="width: 80px;" type="text"/>
4	Trading losses brought forward claimed against profits	4 £ <input style="width: 80px;" type="text"/>	
5	Net trading and professional profits	5	£ <input style="width: 80px;" type="text"/> <small>box 3 minus box 4</small>
6	Bank, building society or other interest, and profits and gains from non-trading loan relationships	6	£ <input style="width: 80px;" type="text"/>
7	<i>Put an 'X' in box 7 if the figure in box 6 is net of carrying back a deficit from a later accounting period</i>	7 <input style="width: 40px;" type="text"/>	
8	Annuities, annual payments and discounts not arising from loan relationships and from which income tax has not been deducted	8	£ <input style="width: 80px;" type="text"/>
9	Overseas income within Sch D Case V	9	£ <input style="width: 80px;" type="text"/>
10	Income from which income tax has been deducted	10	£ <input style="width: 80px;" type="text"/>
11	Income from UK land and buildings	11	£ <input style="width: 80px;" type="text"/>
12	Non-trading gains on intangible fixed assets	12	£ <input style="width: 80px;" type="text"/>
13	Tonnage tax profits	13	£ <input style="width: 80px;" type="text"/>
14	Annual profits and gains not falling under any other heading	14	£ <input style="width: 80px;" type="text"/>
15	Income within Sch D Case VI	15	£ <input style="width: 80px;" type="text"/> <small>total of boxes 12, 13 and 14</small>

Chargeable gains

16	Gross chargeable gains		16 £ <input style="width: 80px;" type="text"/>
17	Allowable losses including losses brought forward	17	£ <input style="width: 80px;" type="text"/>
18	Net chargeable gains	18	£ <input style="width: 80px;" type="text"/> <small>box 16 minus box 17</small>
19	Losses brought forward against certain investment income	19	£ <input style="width: 80px;" type="text"/>
20	Non-trade deficits on loan relationships (including interest), and derivative contracts (financial instruments) brought forward	20	£ <input style="width: 80px;" type="text"/>
21	Profits before other deductions and reliefs	21	£ <input style="width: 80px;" type="text"/> <small>net sum of boxes 5, 6, 8, 9, 10, 11, 15, & 18 minus sum of boxes 19 and 20</small>

Deductions and reliefs

22	CVS loss relief, and losses on unquoted shares under S573 ICTA 1988	22	£	<input type="text"/>
23	<i>Put an 'X' in box 23 if the entry in box 22 includes CVS loss relief, complete and attach form CT600G</i>	23		<input type="text"/>
24	Management expenses under S75 ICTA 1988	24	£	<input type="text"/>
25	Interest distributions under S468L ICTA 1988	25	£	<input type="text"/>
26	Schedule A losses for this or previous accounting period under S392A ICTA 1988	26	£	<input type="text"/>
27	Capital allowances for the purposes of management of the business	27	£	<input type="text"/>
28	Non-trade deficits for this accounting period from loan relationships and derivative contracts (financial instruments)	28	£	<input type="text"/>
29	Non-trading losses on intangible fixed assets	29	£	<input type="text"/>
30	Trading losses of this or a later accounting period under S393A ICTA 1988	30	£	<input type="text"/>
31	<i>Put an 'X' in box 31 if amounts carried back from later accounting periods are included in box 30</i>	31		<input type="text"/>
32	Non-trade capital allowances	32	£	<input type="text"/>
33	Total of deductions and reliefs	total of boxes 22, 24 to 30 and 32		
		33	£	<input type="text"/>
34	Profits before charges and group relief	box 21 minus box 33		
		34	£	<input type="text"/>
35	Charges paid	35	£	<input type="text"/>
36	Group relief	36	£	<input type="text"/>
37	Profits chargeable to corporation tax	box 34 minus boxes 35 and 36		
		37	£	<input type="text" value="0"/>
169	Ring fence profits included	169	£	<input type="text"/>

Tax calculation

38 Franked investment income	38	£	<input type="text" value="0"/>
39 Number of associated companies in this period or	39		<input type="text" value="0"/>
40 Associated companies in the first financial year	40		<input type="text"/>
41 Associated companies in the second financial year	41		<input type="text"/>
42 Put an 'X' in box 42 if the company claims to be charged at the starting rate or the small companies' rate on any part of its profits, or is claiming marginal rate relief	42		<input type="text"/>

Enter how much profit has to be charged and at what rate of tax

Financial year (yyyy)	Amount of profit	Rate of tax	Tax
43 <input type="text" value="2013"/>	44 £ <input type="text"/>	45 <input type="text"/>	46 £ <input type="text"/>
	47 £ <input type="text"/>	48 <input type="text"/>	49 £ <input type="text"/>
	50 £ <input type="text"/>	51 <input type="text"/>	52 £ <input type="text"/>
53 <input type="text"/>	54 £ <input type="text"/>	55 <input type="text"/>	56 £ <input type="text"/>
	57 £ <input type="text"/>	58 <input type="text"/>	59 £ <input type="text"/>
	60 £ <input type="text"/>	61 <input type="text"/>	62 £ <input type="text"/>

total of boxes 46, 49, 52, 56, 59 and 62

63 Corporation tax	63	£	<input type="text"/>
64 Marginal rate relief	64	£	<input type="text"/>
65 Corporation tax net of marginal rate relief	65	£	<input type="text"/>
66 Underlying rate of corporation tax	66		<input type="text"/>
67 Profits matched with non-corporate distributions	67	£	<input type="text"/>
68 Tax at non-corporate distributions rate	68	£	<input type="text"/>
69 Tax at underlying rate on remaining profits	69	£	<input type="text"/>
70 Corporation tax chargeable	70	£	<input type="text"/>

See note for box 70 in CT600 Guide

Reliefs and deductions in terms of tax

71 CVS investment relief	71	£	<input type="text"/>
72 Community investment relief	72	£	<input type="text"/>
73 Double taxation relief	73	£	<input type="text"/>
74 Put an 'X' in box 74 if box 73 includes an Underlying Rate relief claim	74		<input type="text"/>
75 Put an 'X' in box 75 if box 73 includes any amount carried back from a later period	75		<input type="text"/>
76 Advance corporation tax	76	£	<input type="text"/>
77 Total reliefs and deductions in terms of tax	77	£	<input type="text"/>

total of boxes 71, 72, 73 and 76

Calculation of tax outstanding or overpaid

78	Net corporation tax liability		box 70 minus box 77	£	
79	Tax payable under S419 ICTA 1988			£	
80	<i>Put 'X' in box 80 if you completed box A11 in the Supplementary Pages CT600A</i>	80			
81	Tax payable under S747 ICTA 1988			£	
82	Tax payable under S501A ICTA 1988			£	
83	Tax chargeable		total of boxes 78, 79, 81 and 82	£	
84	Income tax deducted from gross income included in profits			£	
85	Income tax repayable to the company			£	
86	Tax payable - this is your self-assessment of tax payable		box 83 minus box 84	£	<i>0.00</i>

Tax reconciliation

87	Research and Development tax credit, including any vaccines tax credit, or film tax credit			£	
88	Land remediation or life assurance company tax credit			£	
170	Capital allowances first-year tax credit			£	
89	Research and Development tax credit payable, including any vaccines tax credit, or film tax credit payable		box 87 minus box 86	£	
90	Land remediation or life assurance company tax credit payable		total of boxes 87 + 88 minus boxes 86 + 89	£	
171	Capital allowances first-year tax credit payable		boxes (87+88+170) minus boxes (86+89+90)	£	
161	Ring fence corporation tax included	161		£	
166	Tax under S501A ICTA 1988 included	166		£	
91	Tax already paid (and not already repaid)			£	
92	Tax outstanding		box 86 minus sum of boxes 87,88,170 and 91	£	
93	Tax overpaid		total sum of boxes 87,88,170 and 91 minus box 86	£	
94	Tax refunds surrendered to the company under S102 FA 1989			£	

Indicators

Put an 'X' in the relevant box(es) if, in the period, the company

95	<i>should have made (whether it has or not) instalment payments under the Corporation Tax (Instalment Payments) Regulations 1998</i>	95	
96	<i>is within a group payment arrangement for this period</i>	96	
97	<i>has written down or sold intangible assets</i>	97	
98	<i>has made cross-border royalty payments</i>	98	

Information about enhanced expenditure

Research and development (R&D) or films enhanced expenditure

167 Put an 'X' in box 167 if the claim is for films expenditure	167 <input type="checkbox"/>	
99 Put an 'X' in box 99 if the claim is made by a small or medium-sized enterprise (SME), including a SME subcontractor to a large company	99 <input type="checkbox"/>	
100 Put an 'X' in box 100 if the claim is made by a large company	100 <input type="checkbox"/>	
101 R&D or films enhanced expenditure	101	£ <input type="text"/>
102 R&D enhanced expenditure of a SME on work sub-contracted to it by a large company	102	£ <input type="text"/>
103 Vaccines research expenditure	103	£ <input type="text"/>

Land remediation enhanced expenditure

104 Enter amount equal to 150% of actual expenditure	104	£ <input type="text"/>
--	-----	------------------------

Information about capital allowances and balancing charges

Charges and allowances included in calculation of trading profits or losses

	Capital Allowances	Balancing Charges
172 Annual investment allowance	172 £ <input type="text"/>	
105-106 Machinery and plant - special rate pool	105 £ <input type="text"/>	106 £ <input type="text"/>
107-108 Machinery and plant - main pool	107 £ <input type="text"/>	108 £ <input type="text"/>
109-110 Cars	109 £ <input type="text"/>	110 £ <input type="text"/>
111-112 Industrial buildings and structures	111 £ <input type="text"/>	112 £ <input type="text"/>
162-163 Business premises renovation	162 £ <input type="text"/>	163 £ <input type="text"/>
113-114 Other charges and allowances	113 £ <input type="text"/>	114 £ <input type="text"/>

Charges and allowances not included in calculation of trading profits or losses

	Capital Allowances	Balancing Charges
173 Annual investment allowance	173 £ <input type="text"/>	
164-165 Business premises renovation	164 £ <input type="text"/>	165 £ <input type="text"/>
115-116 Other non-trading charges and allowances	115 £ <input type="text"/>	116 £ <input type="text"/>
117 Put an 'X' in box 117 if box 115 entry includes flat conversion allowances	117 <input type="checkbox"/>	

Qualifying expenditure

118 Machinery and plant on which first year allowance is claimed	118	£ <input type="text"/>
174 Designated environmentally friendly machinery and plant	174	£ <input type="text"/>
120 Machinery and plant on long-life assets and integral features	120	£ <input type="text"/>
121 Other machinery and plant	121	£ <input type="text"/>

Losses, deficits and excess amounts

	Arising	Maximum available for surrender as group relief
122-123 Trading losses Case I	calculated under S393 ICTA 1988 122 £ <input type="text" value="77"/>	calculated under S393A ICTA 1988 123 £ <input type="text"/>
124 Trading losses Case V	calculated under S393 ICTA 1988 124 £ <input type="text"/>	
125-126 Non-trade deficits on loan relationships and derivative contracts	calculated under S82 FA 1996 125 £ <input type="text"/>	calculated under S83 FA 1996 126 £ <input type="text"/>
127-128 Schedule A losses	calculated under S392A ICTA 1988 127 £ <input type="text"/>	calculated under S403 ICTA 1988 128 £ <input type="text"/>
129 Overseas property business losses Case V	calculated under S392B ICTA 1988 129 £ <input type="text"/>	
130 Losses Case VI	calculated under S396 ICTA 1988 130 £ <input type="text"/>	
131 Capital losses	calculated under S16 TCGA 1992 131 £ <input type="text"/>	
132-133 Non-trading losses on intangible fixed assets	calculated under S29 FA 2002 132 £ <input type="text"/>	calculated under S403 ICTA 1988 133 £ <input type="text"/>
134 Excess non-trade capital allowances	Excess	calculated under S403 ICTA 1988 134 £ <input type="text"/>
135 Excess charges		calculated under S403 ICTA 1988 135 £ <input type="text"/>
136-137 Excess management expenses	calculated under S75 ICTA 1988 136 £ <input type="text"/>	calculated under S403 ICTA 1988 137 £ <input type="text"/>
138 Excess interest distributions	calculated under S468L(7) ICTA 1988 138 £ <input type="text"/>	

Overpayments and repayments

Small repayments

If you do not want us to make small repayments please either put an 'X' in box 139 or complete box 140 below. 'Repayments' here include tax, interest, and late-filing penalties or any combination of them.

Do not repay £20 or less 139 Do not repay sums of £ or less. *Enter whole figure only*

Repayments for the period covered by this return

141 Repayment of corporation tax	141 £ <input type="text"/>
142 Repayment of income tax	142 £ <input type="text"/>
143 Payable Research and Development tax credit	143 £ <input type="text"/>
168 Payable film tax credit	168 £ <input type="text"/>
144 Payable land remediation or life assurance company tax credit	144 £ <input type="text"/>
175 Payable capital allowances first-year tax credit	175 £ <input type="text"/>

Surrender under S102 FA 1989 (including surrenders under Regulation 9 of the Instalments Regulations)

Repayments of advance corporation tax cannot be surrendered.

145 The following amount is to be surrendered under S102 FA 1989, and either £

146 the joint Notice is attached

or

147 will follow

(put an 'X' in either box 146 or box 147)

148 Please stop repayment of the following amount until I send you the Notice £

Bank details (for person to whom the repayment is to be made)

Repayment is made quickly and safely by direct credit to a bank or building society account. Please complete the following details:

Name of bank or building society Branch sort code

149 150

Account number Name of account

151 152

Building society reference

153

Payments to a person other than the company

Complete the authority below if you want the repayment to be made to a person other than the company. I, as (enter status - company secretary, treasurer, liquidator or authorised agent, etc.)

154

of (enter name of company)

155

authorise (enter name)

156

(enter address)

157

Postcode

Nominee reference

158

to receive payment on the company's behalf.

Signature

159

Name (in capitals)

160

Declaration

Warning - Giving false information in the return, or concealing any part of the company's profits or tax payable, can lead to both the company and yourself being prosecuted.

Declaration
The information I have given in this company tax return is correct and complete to the best of my knowledge and belief.

Signature

Name (in capitals) Date (dd/mm/yyyy)

ADAM COLE 05/08/2014

Status

Director

- Online Banking
- » Account summary
- » Messages
- » **Statements**
- » Payments and transfers
- » Alerts
- » Cards
- » Your details
- » Security
- » Log out

Help 24x7 

Got a question? We can help

[Ask »](#)

Account Information

 Your statement explained

View Your Transactions

If you need more information about the types of transactions going in and out of your account, see our handy "Your statement explained" guide.

You can also download, save and print a PDF of your statement at any time.

Account	FAME VENTURES LTD 24681571
Period	Last two weeks

Date ▲	Type	Description	Paid in	Paid out	Balance
16 Dec 2014	POS	4388 15DEC14 , THE CHILTERN RLYWY, PRINCES RISBO GB	-	14.90	£954,498.14
16 Dec 2014	POS	4388 12DEC14 , RINGGO , CHILTERN GB	-	4.90	£954,493.24
16 Dec 2014	POS	4388 15DEC14 , RINGGO , CHILTERN GB	-	4.90	£954,488.34
17 Dec 2014	OTR	CALL REF.NO. 0906 , BETTING JOBS , FP 17/12/14 10 , 32122650593360000N	-	1,800.00	£952,688.34
17 Dec 2014	POS	4388 16DEC14 , JUST AERIALS , AYLESBURY HP2 GB	-	190.00	£952,498.34
19 Dec 2014	OTR	CALL REF.NO. 0909 , ██████████ , FP 19/12/14 10 , 39160303216692000N	-	70.00	£952,428.34
19 Dec 2014	OTR	CALL REF.NO. 0909 , GETTY IMAGES , FP 19/12/14 10 , 13155733746834000N	-	3,200.00	£949,228.34
19 Dec 2014	POS	4388 18DEC14 , RINGGO , CHILTERN GB	-	4.90	£949,223.44
22 Dec 2014	POS	4388 18DEC14 , THE GROUCHO CLUB , LONDON W1D GB	-	78.24	£949,145.20
22 Dec 2014	POS	4388 19DEC14 , EUROPASAT , BICESTER GB	-	49.99	£949,095.21
22 Dec 2014	POS	4388 18DEC14 , THE CHILTERN RLYWY, PRINCES RISBO GB	-	14.90	£949,080.31
23 Dec 2014	POS	4388 22DEC14 , THE CHILTERN RLYWY, PRINCES RISBO GB	-	14.90	£949,065.41
23 Dec 2014	POS	4388 22DEC14 , RINGGO , CHILTERN GB	-	4.90	£949,060.51
29 Dec 2014	POS	4388 21DEC14 , FREELANCER.COM , 61296929980 CH , USD 5.36, VRATE 1.5491 , FGN PUR FEE 1.00	-	4.46	£949,056.05

CRIME AND DISORDER

General

1. Fame Ventures Ltd adopts a risk-based approach to minimising exposure to illegal activities, with a particular focus on minimising exposure to money laundering.

User Due Diligence and Payments

2. Each new user must provide their full name and email address at registration.
3. Each new user must then provide their date of birth and current address and pass through dual identity checks before topping up and entering a pay-to-play game. First check is for full name and current address; second check is for full name and date of birth.
4. Even if a user does not intend to top up or enter a pay-to-play game they must provide their date of birth and current address and pass through the dual identity checks 48 hours after registration.
5. If electronic identification is not possible, users are asked to provide two forms of paper identification electronically (passport or driver's license for name and date of birth, and a utility bill for current address).
6. Users are not able to continue to use the site if identity checks are not passed.
7. Further identity checks are conducted at the point of payment. A user's method of payment (such as a credit card) must match the account details.
8. Fame Ventures Ltd users are subject to random identity confirmations to minimise the risk of sharing and appropriation of accounts.
9. If country of residence provided during registration does not match the geolocation of their IP address, the user is asked to explain why.
10. Users are not allowed to have more than one account and accounts are non-transferable.
11. Cash-outs require password validation.
12. Cash-outs send money back to the originating account wherever possible.
13. The same payment method cannot be used on more than one account.

Data Analysis and Detection of Suspicious Activity

14. Fame Ventures Ltd monitors user activity to detect suspicious activity or transactions. A threshold approach is adopted. Monitored activity includes but is not limited to:
 - (a) Absolute limits – expenditure of >£1,000 in a 24 hour period;
 - (b) Expenditure that is more than 2 standard deviations from total average user expenditure;
 - (c) Expenditure that is more than 2 standard deviations from average specific user expenditure;
 - (d) Interactions – sums of money regularly lost from one player to another;
 - (e) Trading activity – where high expenditure (>1 standard deviation) is regularly accompanied by low site activity (<1 standard deviation);
 - (f) Where multiple accounts are accessed from the same IP address;
 - (g) When accounts are accessed from a geolocation that does not match the user's country of residence;
 - (h) When users add new payment methods.
15. When any event crosses a threshold, an automatic Suspicious Activity Report (SAR) is triggered to inform the appointed Nominated Officer, who assesses the risk and decides the next steps.
16. Fame Ventures Ltd takes its responsibilities with regard to "tipping off" very seriously. Information regarding any suspicious activity is only passed to the MLRO or Nominated Officer who decides the appropriate action.
17. Fame Ventures Ltd data monitoring is reviewed on a monthly basis.
18. Fame Ventures Ltd keeps a history of all transactions and SARs.

Reporting, Substantiation and Procedure in Event of Suspicion

19. Fame Ventures Ltd acts immediately in the event of suspicion of illegal activity, using the definition put forward in R v Da Silva [2006].
20. The Nominated Officer decides what action to take. Actions include but are not limited to:
 - (a) Passing information to the police and/or asking the police for a criminal check.
 - (b) Reporting the case to the Serious Organised Crime Agency and to the Gambling Commission.
 - (c) Extra user due diligence: If the Nominated Officer believes that there is no risk of tipping off, users may be asked if they wish to provide information about their occupation, the source of their funds, business interests and why they chose to make a particular transaction.
 - (d) Freeze account, including deposits, withdrawals and playing. Basically suspending account until further investigation is complete and a satisfactory response is received.
21. Document the entire process, including internal decisions.
22. If fraud can be proven, that person would be permanently barred and the funds they won would be frozen.

Site Features

23. Fame Ventures Ltd allows and encourages users and any members of the public to make anonymous tip-offs about possible or actual illegal activity.
24. Fame Ventures Ltd allows users to join two accounts where they have been mistakenly created by the same user.
25. Fame Ventures Ltd strictly prohibits any lending of funds between users and does not provide any facility for this to occur.

Staff Training and Awareness

26. Fame Ventures Ltd members of staff must be over 18 years of age and must complete a CRB check within one month of commencement of employment.
27. Fame Ventures Ltd members of staff are required to complete comprehensive quarterly internal training and awareness courses.
28. Training includes awareness of policies relating to vulnerable persons and instruction in how to manage situations where vulnerable persons are using the site and how to respond when receiving contact from users relating to problem gambling together with awareness of criminal or fraudulent activities that Fame Ventures Ltd may be exposed to, ways to evaluate risk and procedures in the event of any suspicion of criminal or fraudulent activity.
29. All members of staff are also required to attend GamCare Social Responsibility Training upon joining and once a year thereafter. Completion of all such training will be recorded in the member of staff's personnel file.
30. Fame Ventures Ltd members of staff are required to be familiar with all company policies on gambling.
31. All members of staff are subject to the same rules and consequences as any other user on the site.

FAIR AND OPEN

General

1. Fame Ventures Ltd designs all games to be fair, transparent and accessible.
2. Fame Ventures Ltd adheres to the Gambling Commission technical standards and testing requirements.

Games rules

3. Specific game rules and conditions are clearly displayed on every game page.
4. General game rules and conditions and links to all specific game rules are available in the Terms and Conditions of Use, which are available on every page, including pre-registration, pre-sign up and Facebook pages.
5. No rule changes are allowed once a game has started and any change in game rules is communicated clearly to users.
6. Fame Ventures Ltd displays the potential prizes with equal prominence on all pages.
7. Fame Ventures Ltd does not create games that require setting odds or house odds.

Terms of Use

8. The terms governing acceptable use, terms and conditions of use, privacy and cookies of the Fame Ventures Ltd website and the games available to users on that site ("**Terms of Use**") are set out clearly on the site and made available to users in plain and intelligible language.
9. Users must confirm that they have read and accepted the Terms of Use before they can complete the registration process and access any games.

Complaints and Disputes

10. Fame Ventures Ltd's procedure for dealing with complaints and disputes is set out clearly in the Terms of Use. Users may raise complaints and bring disputes to Fame Ventures Ltd's attention by contacting customer services by email. Users are able to make anonymous complaints if they wish to.
11. We aim to reply to each complaint or notification of a dispute within 72 hours and to deal with the same promptly. If there is an error, the game in question is voided. If not, we will provide the user with a clear and full explanation.
12. Where complaints or disputes are not resolved to the user's satisfaction through the Fame Ventures Ltd complaints procedure, they will be referred to an independent third party, IBAS, for determination and a copy of any decision made by the third party will be provided to the Gambling Commission.
13. Fame Ventures Ltd retains copies of all complaints that are not resolved at the first stage of the complaints procedure.

Client Money

14. Fame Ventures Ltd ring fences client money and does not use this money for any purpose until the client spends the money in-game or withdraws it.
15. The user's account balance is always displayed, as is the amount in-play at any time.
16. Fame Ventures Ltd considers every complaint or dispute that a user makes in relation to transactions, even if the transaction occurred a significant time before raising the dispute.
17. Fame Ventures Ltd keeps a log of all transactions indefinitely.

System testing for new products and features

18. All new games and features must comply with the Gambling Commission technical standards and testing requirements and the GamCare Player Code of Practice. Every new game and feature must pass through internal testing.
19. Each aspect of development, no matter how small, is passed from one developer to be tested by someone who has not been involved in developing that aspect of the site.
20. Annual testing by third party testing house on all systems.
21. Games and features relating to payment systems and storage of user data tested by third party testing house before launch.

Staff Training and Awareness

22. Fame Ventures Ltd members of staff must be over 18 years of age and must complete a CRB check within one month of commencement of employment.
23. Fame Ventures Ltd members of staff are required to complete comprehensive quarterly internal training and awareness courses.
24. Training includes awareness of policies relating to vulnerable persons and instruction in how to manage situations where vulnerable persons are using the site and how to respond when receiving contact from users relating to problem gambling, together with awareness of the importance of fair, transparent and accessible gaming and the requirements of the Gambling Commission and the GamCare Player Code of Practice in this regard.
25. All members of staff are also required to attend GamCare Social Responsibility Training upon joining and once a year thereafter. Completion of all such training will be recorded in the member of staff's personnel file.
26. Fame Ventures Ltd members of staff are required to be familiar with all company policies on gambling.
27. All members of staff are subject to the same rules and consequences as any other user on the site.

CHILDREN AND VULNERABLE PERSONS

General

1. Fame Ventures Ltd takes its responsibility for protecting children and vulnerable persons very seriously. A Responsible Gaming page on sensible gaming practices for users to refer to is prominently placed on the site, which warns users that underage gambling is illegal.
2. Fame Ventures Ltd adheres to the GamCare Player Protection Code of Practice to ensure protection of children and vulnerable persons and intends to gain and maintain Gamcare Certification.

Age Restriction and Enforcement

3. Fame Ventures Ltd only allows those over the age of eighteen (18) to use the site. This is made clear by use of an over 18s sign displayed on all site pages, including pre-registration, pre-sign up and Facebook pages. All pages include a link to content filtering software.
4. Users are required to provide their date of birth during the registration process.
5. A message regarding underage play and the steps taken by Fame Ventures Ltd to verify age is clearly displayed on the registration page.
6. Each new user is required to affirm that they are of legal age.
7. Each new user must pass through dual identity checks, including confirmation of their date of birth, even if they do not intend to top up, enter a pay-to-play game, enter a prize competition or redeem a voucher.
8. If electronic identification is not possible, users are asked to provide two forms of paper identification electronically (passport or driver's license for name and date of birth, and a utility bill for current address).
9. If date of birth provided cannot be confirmed, users are not able to access the site.
10. Fame Ventures Ltd users are subject to random identity confirmations to minimise the risk of sharing and appropriation of accounts (for example, where a parent signed up on behalf of a child or young person).
11. Fame Ventures Ltd does not employ persons below the age of 18.
12. Fame Ventures Ltd uses an anonymous reporting service where anyone can bring it to our attention that someone is a minor so that we can investigate further.
13. Fame Ventures Ltd reserves the right to suspend or terminate accounts where we suspect a minor is using it. Fame Ventures Ltd also reserves the right to contact the police.
14. Fame Ventures Ltd will forfeit any winnings and close any account that a minor has used.
15. Fame Ventures Ltd's website permits filtering software to be used by adults (parents and guardians) in order to restrict access to the site.

At Risk Persons

16. Fame Ventures Ltd recognises that some users may be more exposed to the risks of gambling than others, especially those persons with mental health problems, learning difficulties or a substance abuse history.
17. Fame Ventures Ltd offers users the option to take a short survey that rates their risk of developing problems through gambling.
18. Fame Ventures Ltd works with researchers at the University of Oxford and intends to consult with the Gambling Commission to continually optimise this survey to better understand those users at risk.
19. Fame Ventures Ltd offers many sources of help and support for at risk persons.

Staff Training and Awareness

28. Fame Ventures Ltd members of staff must be over 18 years of age and must complete a CRB check within one month of commencement of employment.

29. Fame Ventures Ltd members of staff are required to complete comprehensive quarterly internal training and awareness courses.
30. Training includes awareness of policies relating to vulnerable persons and instruction in how to manage situations where vulnerable persons are using the site and how to respond when receiving contact from users relating to problem gambling together with the use of age verification procedures used on the site.
31. All members of staff are also required to attend GamCare Social Responsibility Training upon joining and once a year thereafter. Completion of all such training will be recorded in the member of staff's personnel file.
32. Fame Ventures Ltd members of staff are required to be familiar with all company policies on gambling.
33. All members of staff are subject to the same rules and consequences as any other user on the site.

At Risk Members of Staff

20. Fame Ventures Ltd believes that employees are more vulnerable to the risks of gambling than they otherwise would be and takes responsibility for protecting members of staff where possible.
21. Members of staff are made aware of the risks they are exposed to, ways to minimise these risks and what courses of action to take should they need help.
22. In the event of a member developing a gambling-related problem, Fame Ventures Ltd will work with members of staff and practitioners to take the best decision in the interest of the person concerned.

SOCIALLY RESPONSIBLE GAMBLING

General

1. The Fame Ventures Ltd policy on social responsibility is founded on the belief that the company can be a positive force by pro-actively taking responsibility for minimising risks to users, and the belief that the long term profitability and viability of the business depends on happy, safe users.
2. Fame Ventures Ltd takes its responsibilities to its users very seriously and makes every effort to comply with all aspects of the GamCare Player Protection Code of Practice. This includes prominently placing on its site a Responsible Gaming page on sensible gaming practices for users to refer to.

Tools and Features to Help Users

3. Fame Ventures Ltd uses a range of tools and features to ensure that all users have the opportunity to manage their gambling and enjoy their experience fully, including deposit limits, session time limits and self-exclusion.
4. Users are able to set daily, weekly or monthly deposit limits through the site and/or through telephone or email contact with customer services. If any limit is requested through the site, this shall automatically be enforced by Fame Ventures Ltd with immediate effect; if the request for a limit is made via customer services, then if there is to be any delay in setting the requested limit, Fame Ventures Ltd will confirm to the user when the limit shall take effect as soon as practicable. The facility to set a deposit limit is available at the first deposit made by the user. A request to raise a previously set deposit limit can only be met after 24 hours. Requests to lower a previously set deposit limits are met immediately. Fame Ventures Ltd has systems in place to ensure that deposit limits are enforced and on reaching the set limit, users will not be able to make any further deposits during the specified time period.
5. Users have access on the site to recent account history, including all deposits and withdrawals. A user's account balance is continuously displayed so that they are more easily able to monitor usage.
6. Users are able to set session timers of 30 mins, 1 hour or 2 hours. Once the period has elapsed, users are notified and given the option to log out or continue.
7. A clock displaying the current time is clearly visible to users at all times.
8. Fame Ventures Ltd is committed to developing new tools and features to help users.

Self-Exclusion

9. Fame Ventures Ltd has procedures in place to enable users to self-exclude from Fame Ventures Ltd at any time:
 - (a) Users can choose to self-exclude for six (6) months or twenty-four (24) months;
 - (b) Users can self-exclude using the self-exclusion tool available on the Responsible Gaming page and in the footer on every page. Users are asked to confirm that they understand and accept the consequences of self-exclusion.
 - (c) Users cannot reconsider their self-exclusion until the period of self-exclusion is completed;
 - (d) Self-excluded user accounts are closed immediately and any outstanding balances are returned;
 - (e) Self-excluded users are removed from all in-game groups and teams and from Fame Ventures Ltd's marketing lists and will not be contacted by Fame Ventures Ltd for any reason unless and until the self excluded user has re-activated their account.
10. Any self-excluded user who wishes to re-activate their account may only do so after the completion of the specified period of self-exclusion. A request to re-activate an account can only be met after a 24-hour cooling off period, after which the user will need to restate their desire to re-activate their account.

11. Fame Ventures Ltd will only accept positive requests to re-activate an account by telephone or email through customer services, where an appropriately trained member of staff will handle the request. Re-activating users will be required to complete the self-assessment questionnaire set out in the self-assessment tool located on the Responsible Gaming page prior to re-activation.
12. Full information regarding the self-exclusion process is set out in the Responsible Gaming page on the site.
13. Fame Ventures Ltd shall provide any users who have chosen to self exclude with contact information for accessible help services (for example GamCare) and will be encouraged to seek support. Fame Ventures Ltd advises all users choosing to self-exclude to do the same in respect of any other betting and gaming activities carried on by that user.
14. Fame Ventures Ltd keeps a register of those excluded users with appropriate records of their details and all card numbers to be excluded.

Data Analysis and Detection of Problem Gambling

15. Fame Ventures Ltd collects a wide range of data on user behaviour. If there is a suspicion that a user is developing a problem, Fame Ventures Ltd (acting by a person with the appropriate level of training) will attempt to engage the user in a dialogue. Fame Ventures Ltd will encourage the user to make use of the tools and features available to control their gambling and make them aware of organisations where they can get help. Monitored activity includes but is not limited to:
 - (a) Expenditure that is more than 2 standard deviations from average specific user expenditure;
 - (b) Where multiple accounts are accessed from the same IP address (please see below);
 - (c) When users add new payment methods;
 - (d) Where users add an unusually large sum of money following a recent loss;
16. When any event crosses a threshold, an automatic communication is raised to the appropriate member of staff to handle it.
17. Fame Ventures Ltd also reserves the right to suspend or cancel a user account if there is any evidence to suggest that a user may harm himself by continuing.
18. Fame Ventures Ltd data monitoring is reviewed on a monthly basis.
19. Fame Ventures Ltd keeps a history of all user activity and communication.
20. Users are not allowed to have more than one account and accounts are non-transferable.

Marketing

21. Fame Ventures Ltd adheres to the GamCare and the Advertising Standards Authority's recommendations regarding marketing standards, with a particular focus on not advertising to children and young persons under the age of 18, and responsibilities to the public on how gambling is promoted.
22. As stated above, Fame Ventures Ltd will take steps to remove the names and details of any self-excluded user from any marketing database used by Fame Ventures Ltd or Fame Ventures Ltd.

Problem Gambling

23. Fame Ventures Ltd is committed to supporting research into problem gambling and its prevention and treatment.
24. Fame Ventures Ltd is committed to educating its users on the risks of gambling and how to gamble safely by adhering to the letter and spirit of the GamCare Player Protection Code of Practice and by including a Responsible Gaming page on the site which sets out (among other things) advice on responsible gaming practices, a problem gambling self-assessment questionnaire, details on self-exclusion, and links to various support networks including GamCare, Gamble Aware, Gamblers Anonymous and Gordon Moody Association.
25. Fame Ventures Ltd is committed to identifying and treating problem gamblers by using the monitoring tools and data analysis mechanisms detailed above.

Staff Training and Awareness

26. Fame Ventures Ltd members of staff must be over 18 years of age and must complete a CRB check within one month of commencement of employment.
27. Fame Ventures Ltd members of staff are required to complete comprehensive quarterly internal training and awareness courses.
28. Training includes awareness of policies relating to vulnerable persons and instruction in how to manage situations where vulnerable persons are using the site and how to respond when receiving contact from users relating to problem gambling.
29. All members of staff are also required to attend GamCare Social Responsibility Training upon joining and once a year thereafter. Completion of all such training will be recorded in the member of staff's personnel file.
30. Fame Ventures Ltd members of staff are required to be familiar with all company policies on gambling.
31. All members of staff are subject to the same rules and consequences as any other user on the site.

3 Remote gambling and software technical standards (RTS)

RTS 1 – Customer account information

FAME VENTURES To provide customers with easily accessible information about their current balances.

Fame Ventures have worked to a strict template of design. Within this template, the need for customers to easily access information on their current balances is a high priority. Players, when logged into an Fame Ventures site or playing any of the games provided on the site, have consistent access to their account and when in a game a display informing them of their current balance.

Fame Ventures accept deposits of GBP£ only. This information is only available once the player has logged in. Players are only provided with one account and this is used for all products.

Players, whilst logged in and playing a game are presented with a games screen which informs them of the current balance (all products), stake and total sum of their chosen wager.

RTS 2 – Displaying transactions

All gambling

To enable the customer to understand the value and content of their transactions.

- a. Players are provided with the amount being gambled in the currency of deposit. Fame Ventures accept GBP£ only.
- b. Fame Ventures do not convert the currency of deposit of the player.
- c.
 - i. Information about the value of the gamble is displayed appropriately. All transactions for play are displayed in the player's depositing currency i.e. GBP£.
 - ii. Fame Ventures do not host poker tournaments
 - iii. Fame Ventures do not provide lotteries
- d. Fame Ventures do not provide subscription lotteries

RTS requirement 2B

- a. The Player is presented with consistent information within all game products these include: i., ii., iii.

Game name Displayed on the game page

Restrictions of play

Instructions on how to play, including a pay table for all prizes and special features. Accessible via a link on the game page. (Fame Ventures games do not have special features, paytables)

Current account balance displayed in currency. Displayed on the game page

Unit and total bet. Displayed on the game page

The bet denomination (and where applicable the tokenisation) of the game is clearly visible or can be easily deduced. The artwork either states the maximum bet. The minimum bet is either readily available or easily deduced.

- b. Fame Ventures do not accept telephone bets
- c. All of the above information is displayed as the default option
- d. Fame Ventures do not provide subscription lotteries

RTS 3 – Rules, game descriptions and the likelihood of winning Gaming (including bingo), lotteries and betting on virtual events

RTS requirement 3A

- a. All games rules are available in the game pages via an accessible link
- b. Explanations are available from accessible links within game pages and on the homepages of the site(s)
- c. Restricted play devices at a minimum provide explanatory content via links or menus
- d. Explanatory content includes:
 - i. Game name
 - ii. Game rules/explanation
 - iii. Restrictions on play, if any
 - iv. The number of decks in play for card games (Fame Ventures do not provide casino style games)
 - v. Fame Ventures do not provide progressive style prizes.
 - vi. Clear instructions are provided on how to interact with the game
 - vii. Fame Ventures do not provide players with metamorphic games
 - viii. Fame Ventures do not provide lottery games

RTS requirement 3B

- a. The player is informed of the current state of play within the game client. The player is displayed information of the state of the current game i.e. Playing. The player is also kept aware of their progress within the game by a display.
The state of play in all games is clearly discernible
- b. Fame Ventures do not provide bonus games.
- c. Fame Ventures does not supply lotteries.

RTS requirement 3C

- i. Fame Ventures provide a full description of how games work, the determination of winners and prize allocation contained within game rules, terms and conditions and pay tables.
- ii. Fame Ventures games are decided upon movements on the financial markets. A winning bet is determined by the decisions made by the players. No RNGs are used to decide winning games or selections.
- iii. The odds are displayed to the player.
- iv. the probability (likelihood) of winning events occurring is contained within the games rules and pay tables.
In addition to Game Rules, Help pages may be provided and 'Rollover' pop ups to display functional descriptions or possible outcomes.

RTS requirement 3D

- a. The amounts players can win are displayed prior to making a bet.
- b. Fame Ventures do not provide peer-to-peer games.
- c. Fame Ventures game clients operate fix prizes.
- d. Pay tables, game rules and help pages may display artwork or other supporting material.
- e. Information is made easily accessible via hot links or pay tables, game rules and help pages.
- f. Fame Ventures do not provide progressive prize games.

RTS 4 – Time-critical events

Gaming (including bingo), and betting on virtual events

RTS requirement 4A

Fame Ventures do not provide games where the speed of interaction has a significant effect on the customer's opportunity of winning.

RTS 5 – Result determination

RTS requirement 5A

- a. The Fame Ventures system and games have been fully tested. Under normal operation, and in the absence of technical faults, the system and games will act in accordance with the rules.
- b. All testing of new systems and product are conducted within a disciplined production and development environment. This is divided into development environment, staging environment and then moved to the 'live' environment after testing has been conducted. All games products are tested to comply with the published rules.
- c. Customers are notified when errors that affect them, for example, incorrectly settled bets, have occurred as soon as is practicable after the event occurs. The Fame Ventures back office enables Fame Ventures trained and vetted staff to correct incorrectly settled bets.

RTS 6 – Result determination for play-for-fun games

Gaming (including bingo), lotteries, and betting on virtual events

RTS requirement 6A

Fame Ventures do provide play-for-fun games, the logic employed in those games mirrors that of Play-for-real games.

RTS 7 – Generation of random outcomes

Gaming (including bingo), lotteries, and betting on virtual events

RTS requirement 7A

Fame Ventures games do not utilise RNGs

Mapping and scaling Fame Ventures games do not utilise RNGs

RTS requirement 7B

Fame Ventures games are implemented as described in the available rules. As far as is reasonably possible, games and events are implemented fairly and in accordance with the rules and prevailing payouts, where applicable, as they are described to the customer.

RTS requirement 7C

If a virtual event simulates a physical device, the theoretical game probabilities match the probabilities of the real device.

The display of the result of a game is not misleading or deceptive to the customer. All game rules and artwork are accurate and all customers have the opportunity of achieving an advertised outcome.

RTS requirement 7D

Fame Ventures will not alter the rules, payouts and outcome probabilities of a virtual event or game while it is available for gambling, except as provided for in the rules of the game. Any such changes will be brought to the customers attention via a pop up message displayed to the player when they log onto the system or the game which has been altered. Any changes will be made in the development area of the system platform, tested within the test environment and then, when testing and certification is completed, will be moved to 'live'. Unspecified rules and game changes will not be made.

RTS requirement 7E

- i) The display of the result of a game is not misleading or deceptive to the customer (i.e. does not improperly indicate a near miss).
- ii) The outcome of each game is displayed for a reasonable length of time.
- iii) Fame Ventures confirms that in relation to prizes in artwork, the following applies:-
 - The customer is made aware of the amount wagered, the amount won and the event determination i.e. whether they have won or lost.
- iv) Game wins are shown in British Pounds only.

RTS 8 – Auto-play functionality **Gaming**

RTS requirement 8A

Fame Ventures does not utilise an auto play function.

**RTS 9 – Skill and chance games with auto-play
*Gaming***

RTS requirement 9A

Fame Ventures games do not utilise an auto play function.

**RTS 10 – Interrupted gambling
*Peer-to-peer betting and gaming (including bingo)***

Fame Ventures do not provide peer-to-peer betting and gaming.

RTS requirement 10B

When normal operation is interrupted due to a fault or error, Fame Ventures takes measures to ensure that users are treated fairly and that they are aware of how they will be treated if interruptions occur. Specifically, Fame Ventures has an automated system for flagging when unexpected system flaws, faults, or errors occur, including a robust automated system for recovering from failures that cause interruptions to gaming. Fame Ventures voids games automatically or manually and suspends future games during fault periods. In the case of a fault, wagers are returned in full to the user

**RTS 11 – Limiting collusion/cheating
*Peer-to-peer gaming***

RTS requirement 11A

Fame Ventures do not provide peer-to-peer games.

**RTS 12 – Financial limits
*All gambling***

RTS requirement 12A

- a. Fame Ventures do not provide telephone betting.
- b. For other access media (including internet, interactive TV and mobile), customers can contact customer support and impose any limitation on their account which they desire.
- c. Limits
 - i. Deposit limits: players can request a deposit limit. The deposit limit is immediately active. If a player chooses to relax a limit it becomes active 24 hours later.
 - ii. Spend limits: See, Deposit limits above point (i)
 - iii. loss limits: N/A
- d. The period/duration of the limit will be no less than one day (or 24 hours).
- e. In addition:

- i. As well as being able to set deposit limits players can request the disablement of their ability to play on the Fame Ventures product/site.
- ii. Deposit Limits are imposed across all products.
- iii. The ability to set a financial limit is available via the player account page.
- iv. Players will always have access to the Contact Us link of Player Account link in the footer of the game page.

RTS requirement 12B

- a. Any relaxation of a player limit i.e. a player wishes to increase their spend, is subject to a 24 hour cooling off period.
- b. Any strengthening of a player limit i.e. a player wishes to reduce their spend, is effective immediately.

RTS 13 – Time requirements

All gambling except telephone gambling

RTS requirement 13A

The Fame Ventures system does not use a default full screen client application that obscures the clock on the customer's device.

- a. Time of day will be taken from the customer's own device or 'server time' and is displayed in hours and minutes.
- b. Fame Ventures will not detect whether or not customers have hidden their clocks.
- c. Elapsed time will be displayed in minutes and hours.
- d. For restricted display devices, time of day or elapsed time will be displayed where the device supports it.

RTS 14 – Responsible product design

All gambling

RTS requirement 14A

Fame Ventures products do not actively encourage customers to chase their losses, increase their stake or increase the amount they have decided to gamble, or continue to gamble after they have indicated that they wish to stop.

- a.
 - i. the Fame Ventures system does not allow the amount of funds taken into a product to be topped up without the customer choosing to do so on each occasion.
 - ii. written or graphical information does not encourage customers to try to win back their losses
 - iii. customers who have chosen to exit a game are not encouraged to continue playing by, for example, being offered a free game.
- b. N/A

4 Information provision annex (IPA) standards

IPA 1 – Customer account information

IPA requirement 1A

- a. Each player account has an event report called the Account History accessible by accessing the My Account function – which highlights the movements in the customers’ balances and incorporates real money credits, cash-ins (withdrawals) and wagering movements. The system also tracks each attempted deposit a player makes and if a deposit is rejected it will provide a reason which is as detailed as the processing merchant provide.
- b. Players on the Fame Ventures system have access to tools which allow them to track their complete gambling activity via the “Account History” tab.
- c. Fame Ventures customers do not move funds between products.
- d. Fame Ventures does not provide telephone betting.
- e. For gaming, where detailed historic game information is not necessarily directly available to customers, customers have easy access to details of the last game played and summarised information for previous activities.
- f. For restricted display devices, customers that cannot access account history information will be supplied details by post if requested.

IPA 2 – Displaying transactions – third party user-interfaces

IPA requirement 2A

All third party products supplied to Fame Ventures must conform to Fame Ventures’s own product requirements, be independently tested and certified. Therefore, players will be supplied with all the information relevant to Fame Ventures games and will not have any information withheld, in particular with regard to transactions.

IPA 3 – In-running betting ***Betting and peer-to-peer betting***

IPA requirement 3A

Fame Ventures do not provide In running betting and peer-to-peer betting

IPA 4 – Use of automated gambling software ***Peer-to-peer gambling***

IPA requirement 4A

Fame Ventures do not provide peer-to-peer gambling

IPA requirement 4B

Fame Ventures do not provide Betting and peer-to-peer gambling

IPA 5 – Time-critical events ***Gaming (including bingo), betting on virtual events, and peer-to-peer betting*** **IPA aim 5**

IPA requirement 5A

Fame Ventures do not provide time critical events to customers.

IPA 6 – Interrupted gambling

Gaming (including bingo), betting on virtual events, and peer-to-peer betting
IPA aim 6

IPA requirement 6A

Customers are informed about Fame Ventures's policies with regard to interrupted gaming in Fame Ventures's Terms and Conditions on their site(s). Terms and Conditions are continuously available from all game event pages.

IPA 7 – Limiting collusion/cheating
Peer-to-peer gaming
IPA aim 7

IPA requirement 7A

Customers are informed about Fame Ventures's policies with regard to cheating in Fame Ventures's Terms and Conditions on their site(s). Terms and Conditions are continuously available from all game event pages.

Fame Ventures do not facilitate peer-to-peer gaming

5 Remote gambling and software technical standards – security requirements

Security requirements summary

A.5 Security Policy

Objective A.5.1 Information security policy

See Appendix 5.1. Security Policy Document

Requirement A.5.1.1 Information security policy document

The Fame Ventures Security Manager is responsible for the implementation and enforcement of the Security Policy. This includes the management of day-to-day activities related to the implementation and monitoring of compliance to the Security Policy. The main tasks include:

- Monitoring and reporting on the state of information security within Fame Ventures
- Ensuring that the Information Security Policy is implemented throughout Fame Ventures
- Developing and enforcing procedures to maintain security
- Ensuring compliance with relevant legislation
- Ensuring that Fame Ventures personnel are aware of their responsibilities and accountability for information security through the provision of training/awareness raising
- Monitoring for actual or potential information security breaches. Detailed responsibility for particular systems or business operations will be delegated to the relevant managers.

Fame Ventures has produced a Security Policy which will be distributed to all staff and relevant external parties.

Requirement A.5.1.2 Review of the information security policy

Fame Ventures's Security Policy will remain under a planned review process or will be revisited after significant changes occur to ensure its relevance. This process will take place at least once per year.

A.6 Organization of information policy

A.6.1 Internal organization

A clear understanding of the perceived threat is necessary, along with effective Information Assurance policies and procedures, assignment of roles and responsibilities, commitment of resources, training of critical personnel (e.g. users and system administrators), and personal accountability.

This includes the establishment of physical security and personnel security measures to control and monitor access to facilities and critical elements of Fame Ventures's Information Technology environment. However, most importantly, management will actively support security within the organisation. Initially this will be achieved by senior management's support and cooperation with the Security Manager or Compliance Manager in adhering to the Security Policy controls and guidelines.

Requirement A.6.1.8 Independent review of information security

This Security Policy manual, its implementation and systems will be subject to periodic review by both internal and external auditors, the recommendations from which will normally be implemented unless specific dispensation is given at the Fame Ventures management level. An external audit will be conducted at least once a year.

A.8 Human resources security

A.8.2 During employment

A.8.2.2 Information security awareness, education and training

Management responsibilities

Management must:

Ensure that all current and future staff are instructed in their responsibilities relating to the security of information.

- Ensure that all staff using production computer systems/media are trained in their use.
- Ensure that no unauthorised or untrained staff are allowed to access any of Fame Ventures systems, both computerised and paper based.
- Written authorisation should be submitted to the Security Manager, for any staff, including temporary staff, requiring access to Fame Ventures's Information systems prior to access being given.
- Determine which individuals are to be given authority to access specific computer systems. Where the system allows it, the level of access to specific systems should be on a job function need.

- Implement procedures to minimise Fame Ventures's exposure to fraud/theft/disruption of its systems, such as segregation of duties/dual control/staff rotation in critical susceptible areas.
- Ensure that current documentation is always maintained for all critical job functions to ensure continuity in the event of individual unavailability.
- Ensure that staff are aware of the need to declare any potential personal conflicts of interest. For instance, an individual working on an IT procurement assignment should make it known if they or any close relatives have direct interest in a potential supplier.
- Prior to an employee leaving, or to a change of duties, managers should ensure that:
 - Passwords are removed or changed as appropriate
 - Relevant partners or departments are informed of the termination or change, and the name is removed from authority and access lists
 - Reception staff and others responsible for controlling access to appropriate premises, are informed of the termination, and are instructed not to admit in future without a visitors pass
 - In rare cases it may be appropriate to assign staff to non-sensitive tasks whilst working out their notice
 - FAME VENTURES property, including information, is returned. Particular attention should be paid to the return of items that may allow future access. These include personal identification devices, cards, keys, passes, manuals and documents.

Staff responsibilities

- Each Fame Ventures employee is personally responsible for ensuring that no breaches of information security result from their actions
- Each Fame Ventures employee should declare any potential conflicts of interest
- Each Fame Ventures employee must take responsibility for accessing only areas of a system required to fulfil their job function and not access areas within the system, which hold data not relevant to their work
- Information is a major asset of Fame Ventures. All staff have a duty and responsibility to Fame Ventures, its customers and to fellow colleagues to protect this asset from unauthorised use, disclosure, access, modification and destruction
- Under no circumstances can staff sell or otherwise disclose Fame Ventures information for personal profit or gain
- Each employee must ensure that the person receiving information is authorised to receive it, where there are doubts checks should be made to ascertain the identity of the recipient prior to disclosure
- Employees must report any breaches of security or security incidents to their line manager and/or the Security Manager immediately
- Wherever possible, sensitive data must be cleared from desks and computer screens blanked when workstations are unmanned
- Staff who leave Fame Ventures must ensure that all equipment and information is returned to their manager prior to leaving
- Staff who access computer systems must keep their password secret and never disclose them to colleagues
- Any electronic files containing sensitive data must be password protected using the facilities built into the local software

A.8.3 Termination or change of employment

A.8.3.3 Removal of access rights

Access privileges are modified or removed, as appropriate, when an individual changes job or leaves. The Security Manager is responsible for modifying or removing access privileges before an individual's final employment date.

A.9 Physical and environmental security

A.9.2 Equipment security

Requirement A.9.2.1 Equipment siting and protection

All equipment required to operate the games are to be hosted by Heroku Inc, their corporate headquarters are located at: 650 7th Street, San Francisco, CA 94103 an approved PCI hosting facility.

Heroku's physical infrastructure is hosted and managed within Amazon's secure data centers and utilize the Amazon Web Service (AWS) technology. Amazon continually manages risk and undergoes recurring assessments to ensure compliance with industry standards. Amazon's data center operations have been accredited under:

- ISO 27001
- SOC 1 and SOC 2/SSAE 16/ISAE 3402 (Previously SAS 70 Type II)
- PCI Level 1
- FISMA Moderate
- Sarbanes-Oxley (SOX)

PCI

Heroku use PCI compliant payment processor Braintree for encrypting and processing credit card payments. Heroku's infrastructure provider is PCI Level 1 compliant.

Sarbanes-Oxley

As a publicly traded company in the United States, salesforce.com is audited annually and remains in compliance with the Sarbanes-Oxley (SOX) Act of 2002.

Penetration Testing and Vulnerability Assessments

Third party security testing of the Heroku application is performed by independent and reputable security consulting firms. Findings from each assessment are reviewed with the assessors, risk ranked, and assigned to the responsible team.

Physical Security

Heroku utilizes ISO 27001 and FISMA certified data centers managed by Amazon. Amazon has many years of experience in designing, constructing, and operating large-scale data centers. This experience has been applied to the AWS platform and infrastructure. AWS data centers are housed in nondescript facilities, and critical facilities have extensive setback and military grade perimeter control berms as well as other natural boundary protection. Physical access is strictly controlled both at the perimeter and at building ingress points by professional security staff utilizing video surveillance, state of the art intrusion detection systems, and other electronic means. Authorized staff must pass two-factor authentication no fewer than three times to access data center floors. All visitors and contractors are required to present identification and are signed in and continually escorted by authorized staff.

Amazon only provides data center access and information to employees who have a legitimate business need for such privileges. When an employee no longer has a business need for these privileges, his or her access is immediately revoked, even if they continue to be an employee of Amazon or Amazon Web Services. All physical and electronic access to data centers by Amazon employees is logged and audited routinely.

Requirement A.9.2.6 Secure disposal or re-use of equipment

Disposal and re-use of equipment is managed by AWS. AWS will replace and provide equipment as required.

A.10 Communications and operations management

Objective A.10.1 Operational procedures and responsibilities

Requirement A.10.1.4 Separation of development, test and operational facilities

The licensee's development team use Javascript and NodeJS under Linux and Windows.

The development environment uses the multiplatform Eclipse as the main environment and recommended Integrated Development Environment, but it is not mandatory, the team can use any other IDE with the reservation that the GIT Version Control projects have to be opened by the IDE without any setting change.

The first step of the development process is always analysing the requirements. The resulting requirements/functional specification is used as a reference during the development. Usually requirements may slightly change during the development process, therefore the architecture has to be as flexible as possible. Based on the requirements specification the architect designs the system and creates a system specification which covers the technical aspects of the implementation. The unique tasks will be assigned by the team leader and the developers work on the parts of the modules. During the development the architect is responsible for the incoming change requests, and leads them throughout the whole system plan. At the end of the implementation phase the testers receive the product and based on their reports the developers make the final touches.

Technical Standards and the Regulatory Requirements of the UK Gambling Commission are discussed and adhered to throughout the entire design process to achieve compliance with the UK Gambling Commission.

All production software gets tested on a stage platform. This 'stage' is a full duplicate of a production environment. Components are tested for validity and interaction in this environment before they are released to a production environment.

No operational data is used in the test environment. All data there is generated by test users and only used in the test environment.

All stage websites are password protected to prevent any customers accidentally accessing the stage environment instead of live.

Objective A.10.2 Third party service delivery management

Requirement A.10.2.1 Service delivery

By default, third party access is prohibited. If third party access should be required, then the least amount of access required for them to perform their duties, is granted. In such cases the person/s are monitored by in-house staff and the access revoked after the given duties have been performed.

Requirement A.10.2.2 Monitoring and review of third party services

The services, reports and records provided by the third party shall be regularly monitored and reviewed, and audits shall be carried out regularly.

Requirement A.10.2.3 Managing changes to third party services

Changes to the provision of services, including maintaining and improving existing information security policies, procedures and controls, shall be managed, taking account of the criticality of business systems and processes involved and re-assessment of risk.

Objective A.10.4 Protection against malicious and mobile code

Requirement A.10.4.1 Controls against malicious code

Malicious codes can be programs such as viruses, worms, Trojan applications, and scripts used by intruders to gain privileged access, capture passwords or other confidential information e.g. user account information. Malicious code attacks are usually difficult to detect as certain viruses can be designed to modify their own signatures after infecting a system and before spreading to another. Some can also modify audit logs in order to hide unauthorised activities.

The following are some examples of malicious code attacks:

1. Worms or viruses rapidly spreading through emails (e.g. I Love You, Melissa Virus);
2. Spying codes (e.g. Caligula Virus, Marker Virus, Groov Virus);
3. Remotely controlled codes (e.g. Back Orifice, NetBus); and
4. Coordinated attack codes (e.g. Trinoo, Tribe Flood Network (TFN))

The datacentre utilised by Heroku is ISO27000 and ISO19000 certified and malicious codes are prevented from breaching the Net benefit Firewall.

Requirement A.10.4.2 Controls against mobile code

Objective A.10.5 Back-up

Mobile codes are a deliberate attempt to destroy or damage data on a computer system. They are transmitted in software, which is innocently loaded onto a computer and can lead to

complete loss of data on that system. Fame Ventures seeks to minimise the risks of computer viruses through education and good practice/procedures.

Recommended processes to prevent virus problems:

- Always run the corporate standard, supported anti-virus software is available from the corporate download site. Download and run the current version; download and install anti-virus software updates as they become available.
- NEVER open any files or macros attached to an email from an unknown, suspicious or untrustworthy source. Delete these attachments immediately, then "double delete" them by emptying your Trash.
- Delete spam, chain, and other junk email without forwarding, in with the company's Acceptable Use Policy.
- Avoid direct disk sharing with read/write access unless there is absolutely a business requirement to do so.
- Always scan a floppy diskette from an unknown source for viruses before using it.
- Back-up critical data and system configurations on a regular basis and store the data in a safe place.

Requirement A.10.5.1 Information back-up

Databases are enabled with instant failover by keeping a standby, in-memory replica, data is persistence is kept by keeping a snapshot, every 12 hours. Archive logs and transactions are also copied every 12 hours to a separate db instance for logs and transactions.

Objective A.10.6 Network security management

Requirement A.10.6.1 Network controls

Registering Users

In order that only the relevant personnel gain access to the systems they require, a formal application needs to be made to the IT Manager. Email requests/applications are acceptable. In the event email is used to register a user for a system, the authorising manager should send the email request/application directly to the IT Manager.

Access privileges are modified or removed, as appropriate, when an individual changes job or leaves. Access privileges are modified or removed before an individual's final employment date. A leavers report is provided to the Security Manager from the Human Resources department, each month. The Security Manager notifies the relevant Systems Manager of any recent staff or contractor resignation or termination, where appropriate.

Password Policy

All system-level passwords (e.g., root, enable, NT admin, application administration accounts, etc.) must be changed on at least a quarterly basis.

- All user-level passwords (e.g., email, web, desktop computer, etc.) must be changed at least every six months. The recommended change interval is every four months.
- User accounts that have system-level privileges granted through group memberships should have a unique password from all other accounts held by that user.
- Passwords should not be inserted into email messages or other forms of electronic communication.
- All user-level and system-level passwords must conform to the guidelines described below.

General Password Construction Guidelines

Passwords are used for various purposes at the company. Some of the more common uses include: user level accounts, web accounts, email accounts, screen saver protection, voicemail password, and local router logins. Since very few systems have support for one-time tokens (i.e. dynamic passwords which are only used once), everyone should be aware of how to select strong passwords.

Poor, weak passwords have the following characteristics:

- The password contains less than fifteen characters
- The password is a word found in a dictionary (English or foreign)
- The password is a common usage word such as:
 - o Names of family, pets, friends, co-workers, fantasy characters, etc.
 - o Computer terms and names, commands, sites, companies, hardware, software.
 - o Birthdays and other personal information such as addresses and phone numbers.
 - o Word or number patterns like aaabbb, qwerty, zyxwvuts, 123321, etc.
 - o Any of the above spelled backwards.
 - o Any of the above preceded or followed by a digit (e.g., secret1, 1secret)

Strong passwords have the following characteristics:

- Contain both upper and lower case characters (e.g., a-z, A-Z)
- Have digits and punctuation characters as well as letters e.g., 0-9, !@#\$%^&*()_+|~-=\`{}[]:~<>?,./)
- Are at least seven alphanumeric characters long and is a passphrase (Ohmy1st).
 - Are not a word in any language, slang, dialect, jargon, etc.
 - Are not based on personal information, names of family, etc.
 - Passwords should never be written down or stored on-line. Try to create passwords that can be easily remembered. One way to do this is create a password based on a song title, affirmation, or other phrase. For example, the phrase might be: "This May Be One Way To Remember" and the password could be: "TmB1w2R!" or "Tmb1W>r~" or some other variation.

NOTE: Do not use either of these examples as passwords!

Password Protection Standards

Do not use the same password for the company accounts as for other non-the company access (e.g., personal ISP account, option trading, benefits, etc.). Where possible, don't use the same password for various the company access needs. Also, select a separate password to be used for an NT account and a UNIX account.

Do not share the company passwords with anyone, including administrative assistants or secretaries. All passwords are to be treated as sensitive, Confidential the company information.

Here is a list of "dont's":

- Don't reveal a password over the phone to ANYONE
- Don't reveal a password in an email message
- Don't reveal a password to the boss
- Don't talk about a password in front of others
- Don't hint at the format of a password (e.g., "my family name")
- Don't reveal a password on questionnaires or security forms
- Don't share a password with family members
- Don't reveal a password to co-workers while on vacation

If someone demands a password, refer them to this document or have them call someone in the Information Security Department.

Do not use the "Remember Password" feature of applications (e.g., Eudora, OutLook, Netscape Messenger).

Again, do not write passwords down and store them anywhere in your office. Do not store passwords in a file on ANY computer system (including Palm Pilots or similar devices) without encryption.

Change passwords at least once every six months (except system-level passwords which must be changed quarterly). The recommended change interval is every four months.

If an account or password is suspected to have been compromised, report the incident to Network Administration and change all passwords.

Password cracking or guessing may be performed on a periodic or random basis by Network Administration or its delegates. If a password is guessed or cracked during one of these scans, the user will be required to change it.

Requirement A.10.6.2 Security of network services

Objective A.10.7 Media handling

Requirement A.10.7.1 Management of removable data

All PC users are advised to save their files to either available network drives or other removable storage media to ensure files are backed up each night. Users should also recognise that personal removable media are an increasingly inappropriate backup medium. Critical information that resides on users' PCs should be configured to work with an over-the-network nightly backup process.

Requirement A.10.7.2 Disposal of media

All removable media such as CD-ROMs, memory sticks and removable drive disks, etc. should be reformatted before disposal, or properly destroyed.

Paper documents containing confidential information should be disposed of appropriately, when no longer required, either by shredding or by placing in a confidential waste bag provided by Fame Ventures.

Requirement A.10.7.3 Information handling procedures

Information handling procedures are managed by the Data Custodian. The Data Custodian will have responsibility for:

- Ensuring the system is operated in accordance with this policy
- The information held within their system is secure and used or disclosed in accordance with this policy and/or Fame Ventures's Confidentiality Policy (relating to customer-identifiable information)
- Ensuring the accuracy and completeness of the data held within their system. In order to control data integrity, validation checks should be carried out periodically on all data held within the system
- That output data (e.g. printouts etc.) are used and disposed of in the appropriate way
- Ensuring that information is kept only for as long as is needed and archived appropriately.

Each set of data will be the responsibility of the Data Custodian and will include:

- Identifying all the data within the area of responsibility
- Agreeing who can access the data, and what types of access each user is allowed
- Determining the sensitivity level of the data
- Approving appropriate security controls
- Ensuring compliance with relevant guidelines with the Compliance Officer

Requirement A.10.7.4 Security of system documentation

This policy establishes requirements to successfully implement security protocols and procedures into the Systems Development Life Cycle (SDLC) to ensure that a system is developed in accordance with the stated requirements, works effectively, is cost effective, is secure, is compliant and is maintainable.

Fame Ventures will implement baseline security controls during the developmental life cycle of all IT systems, from the point of inception. The security controls selected for each baseline must achieve the appropriate level of protection. All SDLC plans and SDLC related documents shall be kept current.

Objective A.10.9 Electronic commerce services

Requirement A.10.9.1 Electronic commerce

Any e-commerce activities conducted on a Fame Ventures site is subject to the same conformity and controls as on-line transactions.

Requirement A.10.9.2 On-line transactions

Fame Ventures uses a 3rd party payment processor, provider Intelligent Payments based in Gibraltar.

Objective A.10.10 Monitoring

Requirement A.10.10.1 Audit logging

Where possible, systems should prohibit access after a maximum of 3 unsuccessful login attempts. All incidents where there have been two or three consecutive and unsuccessful attempts to login, should be recorded. This will provide an audit to enable the identification of malicious login attempts.

Audit Logs of information systems shall be reviewed regularly. Established reporting mechanisms shall be used to convey the results of the audit. Audit logs shall be archived on a regular basis and shall be retained until deemed unnecessary.

Security-related events must be logged and audit trails saved to Network Administration-approved logs. Security-related events include (but are not limited to) the following:

- User login failures.
- Failure to obtain privileged access.
- Access policy violations.

Requirement A.10.10.2 Monitoring systems use

- Every computer system will have an identified System Manager who will take responsibility for the security of the system and the data therein.
- System Managers must adhere to this policy and compliance guidelines.
- Access to Fame Ventures information systems will only be given following authorisation from the Security Manager.
- All of Fame Ventures's systems should have at least 2 individuals with the expertise to administer the particular system.
- System Managers will be responsible to the Security Manager for continued system security.
- Error reports should be produced regularly.

Requirement 10.10.3 Protection of log information

Fame Ventures's information systems shall incorporate capabilities to log resource use with all logged activities identified by date and time of occurrence. Activity logs are kept securely and may only be accessed with the appropriate authorisation level

Requirement 10.10.4 Administrator and operator logs

The Fame Ventures's Security Manager has authorisation to restrict access to system objects such as files, directories, devices, databases, and programs, based on user identity, least privilege, and a need-to-know. All access to Fame Ventures information systems shall be limited to only the resources that a user needs to complete or facilitate official duties. Access permissions shall be granted only by the Security Manager.

Requirement 10.10.5 Fault logging

We currently use git to manage issues or jira. The current workflow is when an fault is reported either by an end-user, developer or QA. A report of the fault is filed then assigned priority as well as severity. Progress of the fault including results, steps to reproduce as well as the code which fixes the fault is tracked in Giit or Jira. The priority of faults is dealt with by management and relevant technical staff or resources are assigned according to this to fix the fault. Once the fault is fixed, it will progress through the software development lifecycles with a record of the fix with each release.

Requirement A.10.10.6 Clock synchronization

Clock synchronisation is achieved via Universal Time (UTC) including scheduled leap second adjustments.

Standard – A.11 Business requirement for access control

Objective A.11.1 Business requirement for access control

NA.

All access to equipment is controlled by AWS.

Requirement A.11.1.1 Access control policy

Objective A.11.2 User access management

Requirement A.11.2.1 User registration

In order that only the relevant personnel gain access to the systems they require, the Security Manager oversees all user registration personally. The appropriate System Manager must be present and justify the registration requirement. In the event that email is used to register a user for a system, the authorising manager should send the email request/application directly to the Security Manager.

Access privileges are modified or removed, as appropriate, when an individual changes job or leaves. Access privileges are modified or removed before an individual's final employment date. The Security Manager is responsible for modifying or removing access privileges before an individual's final employment date.

Requirement A.11.2.2 Privilege management

Privilege management and access rights are managed by the Security Manager with the input from appropriate System Managers. As previously outlined above, Fame Ventures uses Heroku hosting services. This is an AWS managed solution. This eases the security workload for the Security manager.

1. Administrative Account Management
 - a. Administrative accounts shall only be used for discrimination purposes to ensure that each administrative user is accountable for their actions by ensuring specific events can be associated with an authenticated UserID (i.e., non-repudiation). Login under generic system and administrative accounts is prohibited.
 - b. Administrative accounts shall be limited and access controlled in accordance with Fame Ventures-established need-to-know concepts.
2. Administrative Password Guidelines
 - a. Each Fame Ventures information system shall have a unique administrative password and the system must prompt for a change of the administrative password at least once every 90 days.
 - b. Administrative passwords must not be passed in clear text across an internal Fame Ventures network or an external network.
 - c. Prior to a system being put into production, default or temporary passwords used in testing shall be changed and documented.
 - d. Administrative passwords will be curated by the Security Manager and kept in a physically secure location. Access to this list should require agreement from the Compliance Officer.

Requirement A.11.2.3 User password management

See Section A.11.3.1

Requirement A.11.2.4 Review of user access rights

The Fame Ventures Security Manager has authorisation to restrict access to system objects such as files, directories, devices, databases, and programs, based on user identity, least privilege, and a need-to-know. All access to Fame Ventures information systems shall be limited to only the resources that a user needs to complete or facilitate official duties. Need-to-know may be modified based on temporary assignments or projects with modifications requested or initiated by the Security Manager

Access control mechanisms shall, either by explicit user (manager) action or documented default, provide that objects are protected from unauthorised access. These controls shall be capable of including or excluding access to the granularity of a single user. Access permission to an object by users not already possessing permission(s) to access sensitive information shall be granted only by the Security Manager.

System owners and system administrators are responsible for performing a review of access authorisation listings at least quarterly to determine whether they remain appropriate. This applies to operating systems and applications.

System owners are responsible for requesting updates on user employment from Human Resources (or equivalent) to ensure access and account privileges are valid. System administrators shall immediately remove or change access when users are terminated or transferred.

Objective A.11.3 User responsibilities

Requirement A.11.3.1 Password use

- Passwords shall not be distributed through non-encrypted electronic mail, voice-mail, or left on answering machines.
- Passwords for all systems, applications or processes shall be reviewed every 90 days.
- The use of automatic logon software to circumvent password entry shall not be allowed, except with specific approval from the Security Manager, for special tasks such as automated backups.
- Passwords shall be encrypted where appropriate for storage or transmission.
- Passwords used to access Internet or remote systems shall be different from passwords used to access internal systems and applications.
- Where appropriate, systems must require new users to change their temporary/default password after the first use of their account and/or after the password has been reset to a temporary/default password.
- Compromised passwords shall be disabled immediately upon detection and a new password issued.
- Before placing a system into a production environment, system administrators must change all default passwords and all passwords that were used in the development environment.

Requirement A.11.3.2 Unattended user equipment

IT equipment will not be taken off site, without formal approval from the Security Manager, other than to transport it from one of Fame Ventures sites to another. Laptops/handhelds are vulnerable to theft, loss or unauthorised access and therefore users must ensure they demonstrate good security practices when taking them off site. In addition, all Fame Ventures laptops will be protected with a power-on password to prevent unauthorised access.

Objective A.11.4 Network access control

Requirement A.11.4.1 Policy on use of network services

This policy establishes the acceptable use of Fame Ventures's information systems. All network users shall make every effort to employ Fame Ventures information resources in an appropriate and acceptable manner.

Requirement A.11.4.2 User authentication for external connection

Remote users may not gain access to the internal Fame Ventures network due to the firewall policies in place.

Requirement A.11.4.3 Equipment identification in networks

Due to the size and location of equipment distribution within Fame Ventures, the need for equipment identification within networks is limited. Currently, a new device can only be added to the network manually using its Media Access Control address (MAC address). This is a unique identifier assigned to network interfaces for communications on the Fame Ventures physical network segment. However, as Fame Ventures expands its operational base and grows in size, automatic equipment identification shall be considered as a means to authenticate connections from specific locations and equipment.

Requirement A.11.4.4 Remote diagnostic and configuration port protection

Physical and logical access to diagnostic and configuration ports shall be controlled. Fame Ventures does not allow remote access to its internal network

Requirement A.11.4.5 Segregation in networks

Due to the size and location of the Fame Ventures team, Fame Ventures has only one network and only one set of users and therefore does not segregate its network. Furthermore, as previously stated Fame Ventures does not provide remote access to its internal network via a remote connection. This provides an added layer of security. However, as the company grows, the appropriate changes will be implemented without delay.

Requirement A.11.4.6 Network connection control

Fame Ventures does not operate any form of shared network. Furthermore, the Fame Ventures network does not extend across the organisation boundaries. It is not possible for anyone to connect to the internal Fame Ventures network remotely due to the firewall and security restrictions in place.

Requirement A.11.4.7 Network routing control

Fame Ventures only operates a small internal network. As the networking requirements grow, routing control shall be implemented for networks to ensure that computer connections and information flows do not breach the access control policy of the business applications.

Objective A.11.5 Operating system access control

Requirement A.11.5.1 Secure log-on procedures

- Fame Ventures information systems must require each user to uniquely identify themselves and successfully authenticate to gain access.
- Fame Ventures information systems must not allow anonymous, guest, or shared account access unless authorised by the Security Manager.
- UserID configuration will be established based on the requirements of the information system.
- The naming convention for accounts must be standardised per system.
- Users shall not have different account IDs on the same system, i.e., one user account per user per system, unless authorised by the Security Manager; users with administrative privileges may have a second account specifically for the purpose of system administration.

- The system shall disable a user's account following consecutive failed login attempts. Once disabled, the account must be blocked from access and scheduled to reset automatically or by administrator intervention.
- The system must invoke an automatic password-protected screen saver and provide users with the ability to invoke a password-protected screen saver on demand.

Requirement A.11.5.2 User identification and authentication

Fame Ventures data security and privacy shall focus on controlling unauthorised access to information. Data security shall be derived from three principles: confidentiality, integrity, and availability. These three principles emphasise the need for security to function properly in the Fame Ventures production environment.

In the context of this policy, the following provides the overall concepts and security principles for which all users are responsible. It is the responsibility of the Security Manager to define the specific mechanisms necessary to support these principles.

1. Accountability.
 - a. All network, system, and application events shall be attributable to a specific and unique individual. A responsible individual must be assigned to every event using an identification service. An authentication service shall provide verification of this assignment and an audit service will trace any event, reconstructing the time, place, and circumstances surrounding it. In this context, identification refers to a security service that recognises a claim of identity by comparing a UserID offered with stored security information.
2. Authorisation
 - a. All network, system, and application events shall only result from allowable actions through access control mechanisms. Permission may be derived directly from an individual's identity or from a job classification or administrative privilege based on that individual's identity. The principle of least privilege specifies that individuals only be granted permission for actions necessary to perform their jobs.
 - b. Limiting actions to those properly authorised protects the confidentiality and integrity of data within the Fame Ventures production environment. In this context, access control refers to a security service that allows or denies a user request based on privilege, group information, or context.
3. Availability
 - a. All permitted activity shall operate with reliability. Users must be able to retrieve the correct data necessary to perform such events. All event results shall be completed unless the event is totally aborted. Event results must not depend on unforeseen aspects of other simultaneous events. The security services themselves shall be documented and easily administered. In this context, reliability refers to a security service that guarantees data has not been altered, deleted, repeated, or rearranged during transmission, storage, processing, or recovery.

Requirement A.11.5.3 Password management system

See section 10.6.1

Requirement A.11.5.4 Use of system utilities

The use of utility programs that might be capable of overriding system and application controls shall be restricted and tightly controlled.

Requirement A.11.5.5 Session time-out

User account sessions will time-out in the event of inactivity. This includes user connections to the Internet or to specific applications.

Requirement A.11.5.6 Limitation of connection time

User account sessions will lock-out during periods of inactivity and will require authentication to regain access.

Objective A.11.6 Application and information access control

Requirement A.11.6.1 Information access restriction

Passwords are provided to permit access to limited levels of information according to the needs of a member of staff. Access should be restricted to those staff directly involved with the input and retrieval of information.

The issues considered in establishing user access are as follows. Restricting access to:

- Specific data elements or records
- Named data about individuals
- Anonymised data about individuals
- Aggregated data
- User access to a particular “view” of the data
- Defining what a user can do with the data (i.e. create, read, delete, update)

All passwords are specific to individuals and are not disclosed to others. Temporary staff are given their own password, which is deleted when they leave.

Passwords within a Fame Ventures information system are changed regularly. Passwords must be changed periodically, and no password will exceed 6 month activity. The recommended period is 90 days activity. Passwords are changed whenever there is any indication of possible system or password compromise.

No individual is given access to a Fame Ventures system without first being made aware of their security responsibilities.

All access is subject to the Fame Ventures configured access list.

FAME VENTURES Configured Access Control List

XOX – Backend reporting/administration tool

CL - Support web interface

Game configuration (RAT)

Development systems

Hosting site

	XOX	CL-Support	RAT	Dev systems	Hosting sites
Game Management	x				
Marketing Management	x		x		
Accounts Management	x				
HelpDesk Management	x				
System Administrators					x
System Developers			x	x	x
Web Developers					
HelpDesk/24-hour support	x				
Chat Masters (CM's)		x			
Chat Leaders (CL's)		x			
CRM	x				

Requirement A.11.6.2 Sensitive system isolation

All Fame Ventures offices, employees, and contractors will identify and provide adequate security protection for all Sensitive But Unclassified (SBU)/Sensitive Security Information (SSI) information. As such, when necessary Fame Ventures will utilise encryption to defend sensitive systems and to prevent unauthorised disclosure of sensitive information to users.

For example, Fame Ventures uses 4096bit RSA encryption with Optimal Asymmetric Encryption Padding (OAEP). With this approach, there are two separate keys, one to lock or encrypt the plaintext, and one to unlock or decrypt the cyphertext. Neither key will do both functions and there is no efficient solution to calculate one key from the other. The Security Manager shall exercise control over all keys utilised in encrypted transmissions. No SBU/SSI information should ever be transmitted in clear text.

The Secure Sockets Layer (SSL) specification is deployed to provide secured access to sensitive information on Web servers. When SSL is used to protect Fame Ventures sensitive information, the latest version shall be used with 128-bit encryption

Objective A.11.7 Mobile computing and teleworking

Requirement A.11.7.1 Mobile computing and communications

Issuing Policy

Personal Communication Devices (PCDs) will be issued only to the company personnel with duties that require them to be in immediate and frequent contact when they are away from their normal work locations. For the purpose of this policy, PCDs are defined to include handheld wireless devices, cellular telephones, laptop wireless cards and pagers. Effective distribution of the various technological devices must be limited to persons for whom the productivity gained is appropriate in relation to the costs incurred.

Handheld wireless devices may be issued, for operational efficiency, to the company personnel who need to conduct immediate, critical Company business. These individuals generally are at the executive and management level. In addition to verbal contact, it is necessary that they have the capability to review and have documented responses to critical issues.

Bluetooth

Hands-free enabling devices, such as the Bluetooth, may be issued to the company personnel who have received approval. Care must be taken to avoid being recorded when peering Bluetooth adapters; Bluetooth 2.0 Class 1 devices have a range of 330 feet.

Personal Use

PCDs and voicemail are issued for the company business. Personal use should be limited to minimal and incidental use.

PCD Safety

Conducting telephone calls or utilizing PCDs while driving can be a safety hazard. Drivers should use PCDs while parked or out of the vehicle. If employees must use a PCD while driving, the company requires the use of hands-free enabling devices.

Requirement A.11.7.2 Teleworking

General Requirements

Teleworking is not considered an employee right and can be suspended at any time. The employee shall return all Trading Games Limited-issued equipment, software, and materials at the conclusion of the Telework arrangement.

Fame Ventures retains the right to inspect the home or alternate work-site and the equipment used by an employee to ensure that proposed work-sites are safe and that all equipment is adequately installed, maintained, and secured.

Data Access of Sensitive or Classified Data

It is not possible to access sensitive information stored on local Fame Ventures servers from a remote location. This is due to the firewall policies in place. Access to sensitive or classified data stored on remote servers is performed in exactly the same way in which it is accessed from Fame Ventures offices. It is subject to the same security restrictions and all data is encrypted through SSL during transmission.

Computer Security Requirements

Trading Games Limited-issued computers utilised in support of the Teleworking shall be loaded with the latest versions of appropriate and necessary software. Only an approved hardware/software configuration may be used by the teleworker and the teleworker is not allowed to modify the approved hardware/software configuration without prior approval from an appropriate manager.

In the event of a hardware failure, Telework participants shall comply with security procedures to protect Fame Ventures information stored on computer magnetic media when the computers are repaired or serviced. Where the hard disk of a computer is inoperable, arrangements shall be made to remove sensitive information from the hard disk prior to having the computer serviced.

Standard – A.12 Correct processing in applications

Requirement A.12.2.1 Input data validation

Data accuracy is the direct responsibility of the person inputting the data supported by their manager. Data relates to information held in computerised format and in manual records. Error correction and validation are performed at the point of input, as well as at the server where the data is stored. Data loss or corruption should be reported immediately to the Data Custodian.

Requirement A.12.2.2 Control of internal processing

Fame Ventures utilises multiple layers of security controls throughout its systems. These areas include, but are not limited to, network and infrastructure, boundaries (e.g. firewalls) and the computing environment via appropriate audit logging and access controls. Protection and detection measures are in place where necessary to ensure internal processing security.

There are three primary considerations when controlling internal processing:

1. Confidentiality: access to information is confined to those with specified authority to view the information
2. Integrity: information is accurate and kept up to date
3. Availability: information is available to the right person, when it is needed

Fame Ventures has obligations to maintain security and confidentiality of information, notably under The Data Protection Act. Fame Ventures has to ensure compliance with the Remote Technical Standards issued by the UK Gambling Commission.

Risk management

All Fame Ventures systems will be subject to periodic security reviews by systems managers or authorised member of staff (appointed by the Security Manager). The depth of a review will be determined by the importance and size of the particular system. The risk assessment should be documented, as should any problems that are identified. Action plans should then be developed for removing the weaknesses or introducing system or procedure change.

Reviews should include:

- Identification of assets of the system and their value to Trading Games Limited
- The sensitivity of the information being held on each information system
- The physical security of the facility within which information equipment is housed
- The physical hazards to which the system might be subjected (e.g. fire), including any additional hazards (proximity to danger areas)
- The ease with which non-authorised people could get access to information systems
- The potential for physical tampering (e.g. communication links)
- The strength of access protection mechanisms (e.g., password protection) and whether users are following security procedures
- The security of all communication links to the system (e.g. use of encryption)
- If the system audit trails are being logged (e.g. file usage logs)
- Whether users can electronically load data onto the system (e.g. copy files from removable media)
- The reliability of data entry protection functions (e.g. data integrity checks)
- The presence of unauthorised software
- The level of staff turnover and use of temporary staff
- Assessment of likelihood of threats occurring, including the temptation towards fraud, which the particular system could offer and the extent to which professional hackers might wish to gain access
- Assessment of the impact of an incident
- Assessment of the security risks that a given threat will exploit vulnerabilities to cause loss or damage to an asset or group of assets
- Identification of practical cost effective countermeasures/security systems.

Requirement A.12.2.3 Message integrity

Fame Ventures transmits information over a Secure Socket Layer (SSL) where appropriate. SSL provides server authentication, data encryption and message integrity. Without SSL, most web transactions, including credit card transactions, would travel across the internet as clear text, and could be copied, modified or deleted.

Requirement A.12.2.4 Output data validation

Data output from an application shall be validated to ensure that the processing of stored information is correct and appropriate to the circumstances. This validation usually takes place as part of a testing process, prior to deployment. On-going testing is performed throughout the life-cycle of a system.

Objective A.12.3 Cryptographic controls

Requirement A.12.3.1 Policy on the use of cryptographic controls

Diffie-Hellman Key Exchange algorithm is used to create encryption keys for communication between game server and end-user client. Internal IGS communication such as the game server to the database server (which is located on the same machine/server inside the IGS) is done by fixed encryption keys.

Requirement A.12.3.2 Key management

- i) Server to end-user client communication is done by Diffie-Hellman key generation. Keys are dynamically generated to run-time for each connecting client and as such not stored on disk.
- ii) 3Des encryption is used, which is a 168 bit encryption algorithm. (3 x 56-bit keys, 168-bit key length, and 192-bit key storage).
- iii) 3Des encryption algorithm is used. The equipment testing house did not raise the encryption algorithms used as an issue.
- iv) Where a weakness in the DH or 3Des key system is found, then an investigation will follow for alternative implementations that fix the weaknesses or to find a new improved key handling system.



Game Play Rules

General Rules:

1. All customers must be over 18 years of age to play and located in territories in which Fame Ventures is authorised to operate and in which it is legal for the Player to place a bet.
2. In order to play FootballIndex ("the Game") all customers must register an Account providing name, age, contact and payment details, that is verifiable by our KYC/Age Verification Partner
3. Customers must have a Payment Method (e.g. credit/debit card or e-wallet) registered to their Account in order to play the Game. Payment methods can be registered when signing up for an account or by clicking on the 'My Account' section of the site when logged in.
4. In order begin playing the Game customers must fund their account by a minimum of £5 ("Minimum Deposit").

Buying Football Stars

5. Football Stars (both players and managers) known as "Names" are listed on the website under the descriptor "1st Team". Units known as "Futures" may be bought in any Name appearing under "1st Team" at the Published Price.
6. A "Future" is an individual betting contract relating to the Name. The price of the Future determines the odds as the payout is fixed.
7. The price of Future is determined by demand – the more popular the Name the higher the Published Price.
8. Customers may buy up to a maximum of 20 Futures at the Published Price in a single transaction, providing he/she has sufficient funds in their account. The maximum number per single transaction may be subject to variation over time.
9. Customer's Futures are stored in a section of their account known as "Portfolio". This will always display the number of Futures held. A time-stamped record of the purchase transaction is held in the Transaction History fo the Customer's account.

FootballBuzz

10. FootballBuzz is our proprietary daily monitor of all UK online football news, which drives a daily buzz score published in list form on www.footballbuzz.guru.
11. The "Name" with the highest score each day by 12:00am ("The Closing Bell") is declared the days "winner".

12. The “Daily Buzz Winner” provides the event that crystallises the “bet” and win mechanic for all Futures held by Customers.

Dividends

13. Each Future purchased is a remote fixed-odds bet on who will be Daily Buzz Winner.
14. The payout on this daily bet is known as “Dividends” which are paid into the Accounts of Customers who hold Futures in the winning “Name” each day.
15. The Dividend is a fixed payout of 20p per winning Future. Fame Ventures reserves the right to vary the quantum of the Dividend with due notice to all Customers.
16. If the Daily Buzz Winner is a Name from “Squad” List, as opposed to “1st Team”, no dividends will be paid out that day, as “Squad” Names have no associated ‘Futures’.

1st Team & Squad Lists

17. All Football “Names” not appearing in “1st Team” are on the “Squad List”
18. No Futures are associated with “Names” on the “Squad List”
19. Customers may cast votes for Names on the “Squad”, votes may be “up” or “down”.
20. Votes are issued to Customers as a reward for logging in, sharing and other activities. The number of Votes issued to Customers may vary from time to time and are published in our Terms & Conditions.
21. Every Friday the two Squad Names with the highest aggregate number of Votes are “promoted” to the 1st Team at an issue price of £1.00
22. Once there are 250 Names in the 1st Team, then each week also, 2 Names from 1st Team are “relegated” into Squad, maintaining a constant number of Names in 1st Team.
23. When names are “relegated” to Squad List all Futures associated with that Name are null & void, and removed from the Customer’s Portfolio.
24. “Promoted” Names cannot be “relegated” again for a period of 8 weeks, consequently the next Name on the 1st Team list is selected for “relegation” in its place.
25. Futures have valid for a period of 3 years from issue after which date they become null and void.
26. Consequently a £1 Future that accrues more than 5 “wins” over a 3 year period (or for the period that the Name remains in “1st Team” List) is in profit.

Disputes

27. Fame Ventures decision about disputes relating any game activity or outcome (or in relation to any other matter or dispute arising from the payment or non-payment of Prizes) will be final and binding.
28. Fame Ventures may withhold payment of a Prize and/or make an equivalent payment into court until any dispute has been resolved.

Definitions:

Account	An account maintained by a Customer on Fame Ventures Computer System.
Customer	The holder of an Account.
Name	A football player or manager that appears on either the 1 st Team List or the Squad List
1st Team	A List of approx 200 – 250 Names that can be bet on by buying associated Futures.
Futures	A betting contract relating to a particular Name, the bet being that the Name will appear as the Daily Buzz Winner one or more times in the future.
Dividends	“Dividend” is the name given to the payout on each winning bet (Future). The payout is a fixed 20p per Future held.
Squad	List of remaining names that may be voted for by Customers free of charge.
FootballBuzz	A proprietary monitor of daily UK football news, provided by 25 football news feeds, that drives scores for the Names with the most positive news, and a daily Winner at the “Closing Bell” at 12:00am each day.
Daily Buzz Winner	The Name with the highest score each day at 12:00am. If the winning Name is on the 1 st Team List, Dividends are paid to all holders of that name.
Closing Bell	Signals the closing of the FootballBuzz at 12:00am each day .
Votes	Gifted to Customers to cast on Names in Squad List
Promotion	The weekly removal of the top 2 Names from the Squad List and adding them to the bottom of the 1 st Team at a price of £1.00
Relagation	Once a target number of 250 Names has been reached in 1 st Team, the bottom 2 Names drop out of 1 st Team each week to be replaced by the top 2 Names from Squad List.
Game	The Game is called ‘FootballIndex’
Published Price	Price at which up to 20 Futures may be bought.
Minimum Deposit	£5 is the minimum Customers can deposit to play ‘FootballIndex’.

Portfolio	This is the method with which Customers choose to deposit and withdraw funds from FootballIndex. E.g. debit/credit card or e-wallet.
Transaction History	The Portfolio is where a Customers purchased celebrity Futures are stored and can be viewed.
	The Transaction History can be viewed in the My Account section of the site. This will detail all transactions of buying futures, as well as dividend payouts.

FAME VENTURES LIMITED REMOTE GAMBLING TERMS AND CONDITIONS

IMPORTANT NOTICE: PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE YOU START TO USE THE WEBSITE AND/OR ANY OF THE SERVICES.

BY CLICKING ON THE "I ACCEPT" BUTTON AT THE END OF THESE TERMS YOU AGREE TO THESE TERMS WHICH WILL BIND YOU. FURTHER, YOU WARRANT THAT YOU: (I) ARE 18 YEARS OF AGE OR OLDER; (II) ARE LEGALLY CAPABLE OF ENTERING INTO BINDING CONTRACTS; (III) RESIDENT IN THE UK; AND (IV) HAVE READ, UNDERSTAND AND AGREE TO BE BOUND BY THESE TERMS.

IF YOU DO NOT AGREE WITH THESE TERMS, YOU MUST NOT CLICK THE ACCEPTANCE BUTTON AND YOU MAY NOT USE THE SERVICES OR OUR WEBSITE.

1. WHO WE ARE

1.1. The website, www.footballindex.co.uk (the "**Website**"), is operated and controlled by Fame Ventures Limited ("**Fame Ventures**") (company registration number 08283149) whose registered office is at 2nd Floor, 167-169 Great Portland Street, London, W1W 5PF.

1.2. The Website together with any mobile, tablet or facebook app are collectively referred to as the "**Services**".

2. THESE TERMS & CONDITIONS AND YOUR RELATIONSHIP WITH FAME VENTURES

2.1. By visiting the Website and/or by registering and/or using the Services, you agree to be, and are, bound by:

2.1.1. these Fame Ventures Limited Remote Gambling Terms and Conditions; and

2.1.2. the Privacy Policy, Cookie Policy and Website Terms of Use; and

2.1.3. any additional rules which appear within a FootballIndex game ("**Betting Game**"), including any FAQs or 'help' webpage, including instructions on how to play the Betting Game, maximum pay-outs and the return to player; and

2.1.4. all such other of our terms and conditions, rules or policies as they relate to any applicable Services (e.g. rules for a particular game.), promotions, bonuses, special offers or any other aspect of your use

of the Services from time to time and are deemed to have accepted and understood all of the above.

2.2. All of the terms and conditions, rules and policies referred to in Clause 2.1 shall be collectively referred to as the "**Terms of Use**".

2.3. Your use of the Services will constitute acceptance of the Terms of Use, to include any amendments thereto. If you do not agree to accept and be bound by the Terms of Use or if you do not understand the Terms of Use, please discontinue your use of the Services and the Website immediately.

2.4. You acknowledge that there is a risk of losing money when gambling through the Website and you are fully responsible for any such loss.

3. **AMENDING THE TERMS OF USE AND/OR SERVICES**

3.1. Fame Ventures reserves the right to amend the Terms of Use at any time, as may be required for a number of reasons including (without limitation) for commercial reasons, to comply with law or regulations, to comply with instructions, guidance or recommendations from a regulatory body, or for customer service reasons. Where we wish to make substantial changes to the Terms of Use, we will give you as much prior notice of such changes as is reasonably practicable your continued use of the Website will be deemed to be your acceptance of any changes we may make. Please check these Terms of Use frequently for updates.

3.2. Fame Ventures may, in its absolute discretion, alter or amend or withdraw any betting or from the Services or any part thereof, at any time, and may alter prices, features, specifications, capabilities, functions and/or other characteristics of the bets, and/or Services.

4. **CUSTOMER FUNDS**

4.1. Fame Ventures is required by its licence to inform you about what happens to funds which it holds on account for you, and the extent to which funds are protected in the event of insolvency. We hold customer funds separate from company funds in an investment bank account. These funds are not protected in the event of insolvency. This meets the Gambling Commission's requirements for the segregation of customer funds at the level: basic segregation.

5. **PRE-CONDITIONS TO OPENING AN ACCOUNT**

5.1. In order to register an account (an "**Account**") with us you hereby agree, warrant and represent that:

- 5.1.1. you are at least:
 - 5.1.1.1. 18 years of age; or
 - 5.1.1.2. the age at which gambling is legal under any law that applies to you,

whichever is the greater. Fame Ventures reserves the right to request proof of age documentation from any applicant or customer at any time and to void any wagers with minors, whereupon any stakes paid will be returned and no prizes will be paid out;

- 5.1.2. you are entirely responsible for complying (and that you comply) with your own local, national, federal, state or other laws concerning betting prior to opening an Account, purchasing any units in a Football Player or Manager (such units being "**Fame Futures**"), placing any bets, ("**Bets**") or using the Services. In particular, if you live in a country where use of a particular service is prohibited, you must not (i) register with us for the applicable Service; (ii) attempt to use that Service; or (iii) use your payment card or other payment method to undertake betting or gaming with us for the unlawful Service;
- 5.1.3. you are legally capable of entering into binding contracts, including these Terms of Use and each subsequent Bet (which shall be governed by these Terms of Use);
- 5.1.4. you are not prohibited for any reason from betting with us or from using the Services; and
- 5.1.5. you have not excluded yourself, and neither we nor any other operator has excluded you, from gambling.

5.2. For legal and commercial reasons, we do not permit (to the extent within our control) Accounts to be opened by, or used by, customers resident outside of the United Kingdom. You agree that you shall not open an Account, nor attempt to use an Account, if you are resident outside of the United Kingdom.

5.3. The availability of our Services does not constitute an offer, solicitation or invitation by us for the use of our Services in any jurisdictions in which such use is prohibited by law. Fame Ventures shall not be liable for any breach of any local, national, federal, state or other laws that may occur as a result of your using the Services.

5.4. In the event that you are found to have breached any of the terms in Clauses 4.1, 4.2 or 4.3:

5.4.1. we may cancel any Bet you may have placed;

5.4.2. we shall not be obliged to pay any winnings which might otherwise have been payable in respect of any Bet you placed; and

5.4.3. we may refer the matter to the police, guardians or family members, or any other appropriate regulatory authority.

6. OPENING AN ACCOUNT

6.1. To open an Account, each customer will choose its own confidential username and password.

6.2. It is the responsibility of each customer to ensure that all personal details are current and up-to-date, as failure to do so may result in Bets or payments being declined or payments being issued incorrectly. You can update your personal details via the Website

6.3. One Account is permitted per customer. Fame Ventures reserves the right to close down any duplicate Accounts and to cancel any Bets on duplicate Accounts. Fame Ventures also reserves the right to suspend or close any Account and cancel any associated Bets where the Account holder and the owner of the funding instrument are not the same.

7. ACCOUNT SECURITY

7.1. The username and password must be kept confidential by the customer. All Bets where a customer's username and password (or such other criteria as may be required and as communicated to you) have been correctly entered (which may be as a result of customer negligence) will be regarded as valid, provided that:

7.1.1. The Bet meets the other criteria for placing a Bet as laid down in these Terms of Use; and

7.1.2. Fame Ventures has no other reason to believe at the time of acceptance of the Bet that the Bet was not placed by you.

Subject to the foregoing, Fame Ventures will not be liable for any loss that you may incur as a result of misuse of usernames or passwords or from any unauthorised use of your Account, whether fraudulent or otherwise. You agree to indemnify us and hold us harmless against any costs, claims, damages and

expenses arising in connection with the use of, or access to, your Account by any third party as a result of your negligence, breach of these Terms of Use, fraud, dishonesty or criminal activities.

7.2. Please contact us as soon as is possible if you have lost or forgotten your Account details. You agree to inform us as soon as is possible (by telephone, where possible) if you believe that your Account information is being misused by a third party so that we may suspend your Account to prevent further abuse.

7.3. Fame Ventures and any third parties it contracts with in relation to the provision of the Services will hold information with respect to your identity, including but not limited to your name, address and payment details, in accordance with our Privacy and Cookie Policy. We rely on this information in entering into this agreement with you. You agree to indemnify us and hold us harmless against any costs, claims, damages and expenses arising in connection with any falsehood or inaccuracy contained in the information you provide to us.

8. DEPOSITS & WITHDRAWALS

8.1. Except where Fame Ventures has credited monies to your Account as part of a promotion, you must deposit monies into your Account to participate in any real-money Bets available via the Services. Further details on how to deposit and withdraw money to and from your Account can be found on the Website.

8.2. Customers can only make deposits and withdrawals from their Account in Pounds Sterling GBP (£).

8.3. As required by our anti-money laundering obligations and/or as part of our policy with regard to the source of funds placed on deposit, we reserve the right to raise queries regarding the source of any funds placed on deposit. Fame Ventures may, acting reasonably, suspend or terminate any Account where the response to such query/queries is not in its view satisfactory and/or may pass on such information as it deems necessary to any relevant authority.

8.4. Cheques or bank drafts will not be accepted by Fame Ventures. Once the balance on a deposit Account has been exhausted, no Bets will be accepted and any Bets taken in error will be declared void, win or lose.

8.5. Please note that minimum (currently £5) and maximum Account deposits apply, as will be indicated to you where relevant. Interest is not payable on Account balances. Credit is not permitted. It is your responsibility to maintain sufficient funds in your Account, and to stake your Bets accordingly. We reserve the right to void any Bet which may be inadvertently accepted if your Account does not

have sufficient funds to cover the whole of the Bet and/or to recover the amount of any shortfall.

- 8.5.1. Funds may be withdrawn from your Account provided that:
 - 8.5.1.1. The funds do not form part of any promotion, bonus or incentive payment paid into your Account by Fame Ventures (for the avoidance of doubt, this includes the £20 credit paid to all customers when they set up an Account) (“**Promotion**”);
 - 8.5.1.2. Any funds generated as a result of a Promotion may only be withdrawn thirty (30) days after they have been credited to your Account;
 - 8.5.1.3. all payments made into your Account have been confirmed as cleared and have not been charged-back, reversed or otherwise cancelled;
 - 8.5.1.4. any identity checks we are required to conduct pursuant to applicable anti-money laundering regulations and rules or other obligations are clear, including age verification. To this end we reserve the right to seek such other information as we might require in order to confirm your identity and compliance with these Terms of Use and any other applicable rules, laws or regulations. Please also note that additional verifications may be required in connection with certain services which may cause an additional delay when withdrawing funds; and
 - 8.5.1.5. you have complied with the rest of these Terms of Use.
- 8.5.2. In the event that age verification cannot be satisfactorily completed within 72 hours of an application to open an Account, the Account will be frozen and no further gambling will be permitted until age verification has been satisfactorily completed and if on completion of age verification, the customer is shown to be underage, any stakes will be returned and no winnings shall be paid.
- 8.5.3. We do not charge you for deposits or withdrawals although you should check with your bank and/or other payment service provider as to whether they will levy any such charges.

- 8.5.4. Please note that you (and not Fame Ventures) are responsible for reporting or declaring any funds withdrawn, including any winnings, if such reporting is required by local law, tax or other authorities.
- 8.5.5. Any changes to your personal/card details must be advised to us as soon as is possible, as failure to do so may result in your deposit or Bets being declined by your bank.
- 8.5.6. As well as informing your bank, please inform us as soon as is possible should your bank card be lost or stolen.
- 8.5.7. If you or your bank advise us that your card has been lost or stolen, no further Bets will be accepted on your Account until you contact us with further instructions.
- 8.5.8. While we shall take all reasonable steps to avoid mistakes, outside of where we are negligent, Fame Ventures cannot accept any responsibility or liability for any errors or omissions in respect of withdrawal of funds or deposits to Accounts. Should funds be debited or credited incorrectly, it is the customer's responsibility to notify Fame Ventures without delay, and we shall endeavour to rectify such error.
- 8.5.9. Fame Ventures may use your payment instrument details to verify your identity as required pursuant to applicable anti-money laundering rules and regulations and/or other obligations, policies or procedures. Funds deposited from debit or credit cards will be credited to your Fame Ventures Account as soon as is possible on receipt of an authorisation from your bank. It is your obligation to ensure that you keep these funds in your debit or credit card account until your bank deducts them.

9. **PLACING BETS**

- 9.1. Customers can only bet up to the amount held within their Account or allowed by their bank, whichever is the lesser. The minimum and maximum number of Fame Futures that may be purchased by a customer is determined exclusively by Fame Ventures and is detailed on screen.
- 9.2. Fame Ventures reserves the right to accept or decline the whole or part of any proposed Bet.
- 9.3. Bets placed by credit/debit card or any other means do not become valid until we have received payment or unless, at our discretion, we allow the Bet subject to

authorisation. If payment has not been received before an event commences, then that Bet is automatically void unless we communicate otherwise to you at the time of the attempted placing of the Bet.

- 9.4. Each Fame Future purchased by a Customer constitutes a separate Bet. Bets will be valid (subject to meeting the criteria for placing a Bet laid down in the Terms of Use) if accepted by the Fame Ventures Bet Server. We are not liable for the settlement of any Bets where we have not credited your Account with the Fame Futures. It is the customer's responsibility to ensure that all of the details of their Bets are correct. Once a Bet has been credited to a customer's Account, that Bet cannot be cancelled by the customer. If you have any concern as to whether your Bet has been accepted, please log in and go to the 'My Account' pages of the Website where details of all Fame Futures staked by you will be displayed.
- 9.5. You must exercise your own judgement in purchasing a Fame Future.
- 9.6. You agree to pay us for all Bets that are placed with us using your Account.
- 9.7. Bets must be made via the Website.
- 9.8. Please familiarise yourself with betting terminology and how the various bets and Betting Games are operated. If you have any queries relating to the foregoing, please contact us. Fame Ventures cannot accept any responsibility if you place a Bet in circumstances where you do not fully understand any of the terms involved or how the bet or Betting Game is operated.
- 9.9. In the event that you are holding in your Account one or more Fame Futures in a celebrity which is at the top of the 'Buzz Chart' at 12:00am ("**Pay Out Time**") on any day for a period of three (3) years ("**Dividend Period**") from the date of purchase of the relevant Fame Future, you are entitled to a payment of £0.20 ("**Dividend**") for each Fame Future held by you. The exact quantum of the dividend may be subject to variation with due notice to all customers.
- 9.10. Any special offers or promotions are available at the discretion of Fame Ventures and can be restricted on an individual Account basis at any time.
- 9.11. Fame Ventures is not responsible for any taxes that may be payable by you whether on any Bets, on any winnings or otherwise.
- 9.12. Fame Ventures reserves the right to void any or all Bets made by, any group of people acting in conjunction with each other, or any individual acting alone, in an attempt to defraud Fame Ventures.

- 9.13. Fame Ventures may, at its sole discretion and without any requirement to give reasons, exclude any customer from the Services generally or from receiving selected promotions (e.g. bonuses; free bets; enhanced prices; and money-back specials) and any other promotions and offers introduced by us from time to time.
- 9.14. In the event of there being a dispute over the time at which a Bet was placed or whether a Bet has been placed, then the time at which it was recorded (if recorded) on the transactional log will govern settlement. If an attempted bet was not recorded on the transactional log, no Bet shall be deemed to have been placed. You should check your Account each time you visit the Website.
- 9.15. It is a condition of our acceptance of Bets from you, and by offering to place a Bet with us you represent and warrant, that:
- 9.15.1. you are not prohibited from entering into the Bet by any term of your contract of employment or these Terms of Use; and
- 9.15.2. you do not know the outcome of the Bet.
- 9.16. In the event of any representation made by you in Clause 8.16 proving to be false, your stake will be forfeited and we shall not be obliged to pay any winnings which might otherwise have been payable in respect of the Bet.
- 9.17. Without restricting our ability to rely on other remedies that may be available to us, we may suspend or terminate your Account and/or cancel any Bets placed by you at our absolute discretion if:
- 9.17.1. we suspect that you:
- 9.17.1.1. are engaging in illegal or fraudulent activity while using our Services;
- 9.17.1.2. are breaching any term of these Terms of Use;
- 9.17.1.3. are taking unfair advantage over us or any other player or are otherwise acting in an unfair manner (for example, by exploiting a fault, loophole or error in our software, by collusion or by any other means);
- 9.17.1.4. may be having difficulties obtaining credit have become bankrupt or that you may have self-excluded; or
- 9.17.2. We are required to do so by law.

9.18. Irrespective of whether we suspend or terminate an Account and notwithstanding any other provisions in these Terms of Use, we may decide to cancel or void any Bets at our absolute discretion where:

9.18.1. there is a technological failure; or

9.18.2. where in our judgment, acting reasonably, there is a manifest error in the terms of a Bet offered to, or placed by, any party.

9.19. If you have a query relating to your Account, it is your responsibility to notify Fame Ventures at the earliest opportunity, providing as much information as Fame Ventures may require.

10. **SUSPICIOUS BETTING**

10.1. For the purpose of this Clause 9, “**suspicious betting**” shall refer to where we have reasonable grounds to believe that a Bet or a number of Bets have been placed in suspicious circumstances. Suspicious betting shall include, but not be limited to:

10.1.1. where there is an unusual frequency and/or highly unusual pattern of Bets (by comparison with betting norms) placed on the same selection(s) in a short space of time;

10.1.2. where there is an inordinate frequency and/or highly unusual pattern of Bets placed on the same selection(s) and where the theoretical probability of said selection(s) winning at the time of Bet(s) placement, based on the odds offered on the selection(s) at the time of Bet placement, is largely inconsistent with the theoretical probability of the same selection(s) winning calculated using their starting prices;

10.1.3. where we have reasonable grounds to suspect that a Bet or a string of connected Bets were placed robotically, by automated means, or otherwise than through the Account holder placing each Bet manually via their Account;

10.1.4. where we reasonably believe that you have used unfair external factors or influences connected with the celebrity or celebrities (as applicable) the subject of any Bet(s);

10.1.5. where we reasonably suspect that you have opened duplicate Accounts or where we reasonably suspect that second or subsequent Accounts are under common control with your Account with a view to

concealing the true worth, nature or pattern of Bets placed by you or on your behalf, even if second or subsequent Accounts are opened under different names;

10.1.6. where we otherwise believe, acting reasonably, that you are acting in concert with others or that you are acting other than on your own behalf; or

10.1.7. where we reasonably believe that Bets have been placed from a location or device other than the location or device which you claim to have used to place a Bet.

10.2. In the case of any of the activities contemplated by clause 9.1, and without restricting our ability to rely on other remedies that may be available to us, we may, acting reasonably, and depending on the circumstances:

10.2.1. request such further information from you as may reasonably be required by us to investigate whether the Bet or Bets constitute suspicious betting for the purpose of clause 9.1;

10.2.2. suspend or withhold payment of any amounts (or any parts thereof) pending the receipt by us of satisfactory evidence from you in order for us to determine (acting reasonably) that a Bet does not constitute a suspicious bet as such term is referred to in clause 9.1. For example, but without limitation, where we suspect that a Bet or a string of connected Bets may have been placed robotically or by automated means, we may require you to provide reasonable evidence that each Bet was placed manually by you via your Account. You further acknowledge and accept that we reserve the right, at our sole discretion, to collect and process any information in connection with your betting patterns, personal data, depositing of funds and any other related information and inquiries that will help us to investigate any suspected breach of these Terms;

10.2.3. suspend or withhold payment of any amounts (or any parts thereof), usually for no longer than 30 days but where relevant for such longer period of time as may reasonably be required (for example, pending any investigations by Fame Ventures, a gambling regulator, a law enforcement authority or any other third party); or

10.2.4. void a Bet or a string of connected Bets. Where possible, we shall communicate to you in advance that the Bet(s) has (or have) been voided prior to the Pay Out Time.

- 10.3. Where we have reasonable grounds to believe that you have participated in, or have been connected with, any type of suspicious betting, we shall use our reasonable endeavours to investigate such matter, including but not limited to through the use of various collusion, suspicious betting, fraud and cheating detection practices which are used in the gambling industry.
- 10.4. We reserve the right to terminate an Account if we reasonably suspect any of the activities described in clause 9.1 in connection with that Account.
- 10.5. Where a Bet is deemed to be, or is declared, void by us prior to the Pay Out Time, any sum deducted from your Account with respect to that Bet shall be credited to your Account.
- 10.6. We reserve the right to seek to recover from you any losses we suffer that are directly or indirectly connected to any of the activities contemplated in clause 9.1. This right is without prejudice to any other rights (including common law rights) that we may have against you, whether under these Terms of Use or otherwise.
- 10.7. We will not be liable under any circumstances whatsoever for any loss you or any other person may incur as a result of the collusive or other behaviour in breach of this clause 9. Further, we reserve the right, but shall not be obliged, to take any other actions in the case of any of the activities contemplated in clause 9.1.
- 10.8. In exercising any of our rights under this clause 9, we shall ensure that we exercise such rights in a manner which is fair to you and to our customers generally. If you have any comments or queries in respect of this clause 9, please do not hesitate to contact us. In this respect and generally we have satisfied ourselves that our Terms of Use are fair.

11. WINNINGS & PAYMENT

- 11.1. All cleared winnings will be credited to the customer's Account at the Pay Out Time. All payments made to a customer as part of a withdrawal of funds will be made to the same debit or credit card used to deposit monies with Fame Ventures. In the event of this not being possible, payments will be made by cheque, bank transfer or cash in accordance with the personal details stored in the customer's Account.
- 11.2. Please note that your bank can take up to 5 working days to return withdrawals to your debit or credit card. Our preferred method of payment is to return funds directly to the debit or credit card used to make the deposit.
- 11.3. Results will be as published and confirmed by us on the Website each day. Each time you win a Bet, Fame Ventures will send an email to the email address

notified by you when you set up your Account, confirming the amount of Dividend that will be paid to you.

- 11.4. The maximum amount that Fame Ventures shall pay out during the Dividend Period to the holder of an Account is £200 per Fame Future.
- 11.5. It is strictly the duty of the customer to stay within the limits set out above and Fame Ventures will not under any circumstances pay any amounts in excess of those limits to a customer for any purported winnings exceeding these limits.
- 11.6. Any queries relating to a Bet must be raised no later than 14 days after the Bet has been settled. We cannot guarantee that we will be able to respond to your query if it is not raised within this time. Any queries over a Bet claim should first be e-mailed to us. We will make every effort to resolve the matter in a mutually satisfactory manner.
- 11.7. Any queries over a Bet should first be emailed to us at support@footballindex.com. We will attempt to resolve the matter with you in a mutually satisfactory manner. However, if you are still dissatisfied, you should refer your dispute to IBAS, email: adjudication@ibas-uk.co.uk or write to IBAS, PO Box 62639, London, EC3P 3AS. By agreeing to determination by IBAS, both parties agree to be bound by any decision reached by IBAS, subject to fair proceedings.
- 11.8. We may use your username and/or first name and/or initials and region and any winnings you may have had for advertising or promotional purposes without additional compensation.

12. ERRORS & SUSPECTED ERRORS

- 12.1. Fame Ventures makes every effort to ensure that no errors are made in prices offered or Bets accepted. However, human and/or systems' error may occasionally result in errors.
- 12.2. Fame Ventures reserves the right to correct any obvious errors and to void any Bets placed where such have occurred.
- 12.3. In the case of any blatant errors in prices transmitted, Bets will be settled at the correct price at the time of acceptance.
- 12.4. Should funds be credited to a customer's Account in error, it is the customer's responsibility to notify Fame Ventures of the error without delay. Any winnings subsequent to the error and prior to the notification of Fame Ventures, whether

linked to the error or not, shall be deemed invalid and returned to, or otherwise be reclaimable by, Fame Ventures.

- 12.5. Any monies which are credited to your Account, or paid to you as a result of an error shall be deemed, pending resolution under clause 12.2 to be held by you on trust for us and shall be immediately repaid to us when a demand for payment is made by us to you. Where such circumstances exist, if you have monies in your Account we may reclaim these monies from your Account pursuant to clause 14.2. We agree that we shall use reasonable endeavours to detect any errors and inform you of any such errors relating to you, your engagement with us, or your Account, as soon as reasonably practicable.
- 12.6. As soon as you suspect or become aware of an error you shall:
- 12.6.1. immediately cease play; and
 - 12.6.2. inform us as soon as reasonably practicable of any such error or suspected error.
- 12.7. Where you have used monies which have been credited to your Account or awarded to you as a result of an error to place Bets, we may cancel such bets and/or withhold any winnings which you may have won with such monies, and if we have paid out on any such, such amounts shall be deemed to be held by you on trust for us and you shall be immediately repaid to us when a demand for payment is made by us to you.

13. CHARGE-BACKS

- 13.1. You hereby agree, warrant and represent that no charge-backs or other cancelation of deposits will be made relating to your Account without our consent. In the event of any of the foregoing occurring, you agree to indemnify us and hold us harmless against any costs, claims, damages and expenses arising in connection therewith and to refund and compensate us for any losses we would otherwise incur arising from such actions including any expenses incurred by us in the process of recovering such amounts.

14. VOID BETS & RIGHT OF SET-OFF

14.1. Fame Ventures may be required by law to conduct certain checks on customers or those applying to open a new Account. Where we are required by law or otherwise determine to close an Account for a breach of these Terms of Use, your attention is brought to the following terms:

14.1.1. all previous Bets will be voidable at the option of Fame Ventures and any winnings which you have accrued will be forfeited by you and you will return to us on demand any such funds which have been withdrawn from your Account; and

14.1.2. subject to clause 12.1, any stakes for Bets made prior to the Pay Out Time will be returned to you other than in the event of any outstanding charge-backs or any other amounts owed to us at that time or in the event that you are found to be underage as set out in clause 7.5.2.

14.2. Fame Ventures may at any time set off any amount on deposit in your Account against any amounts owed by you to Fame Ventures.

15. FRAUD

15.1. Fame Ventures reserves the right to seek criminal or other sanctions against you if we suspect you have engaged in fraudulent, dishonest or criminal acts and we will disclose such information to the relevant authorities or other relevant third parties (for example, payment service providers) as may be necessary in this regard.

15.2. Fame Ventures reserves the right to suspend or terminate any Account it believes to be involved in fraud, money laundering and/or any other form of illegal or suspicious activities and to report such details as it reasonably considers are necessary to relevant authorities.

16. RESPONSIBLE GAMBLING

16.1. Fame Ventures provides a self-exclusion facility to help you if you feel that you have developed a gambling problem.

16.2. At your request, we will as soon as is reasonably practicable apply best practices to prevent you from using your Account for a minimum period of 6 months and for a maximum period of at least 5 years. To this end, we may retain such personal data as is necessary (and for as long as is necessary which may be indefinitely)

to implement the facility as effectively as possible, including for example your name, address and credit/debit card details.

- 16.3. Our self-exclusion facility involves a joint commitment between Fame Ventures and you. We will take reasonable steps to prevent you re-opening your Account or opening a new Account but you must not attempt to re-open your Account or to try and open new Accounts. We shall not be liable if you circumvent our self-exclusion procedures and continue to use our Services or if you continue to gamble with any third party.
- 16.4. To activate our self-exclusion facility, please contact customer services using the contact information on the bottom of this page.

17. CLOSURE OF ACCOUNTS

- 17.1. Please contact us if you wish to close your Account.
- 17.2. We may close or suspend your Account if your Account remains inactive for a significant period. Inactive Accounts may incur a charge to compensate Fame Ventures for the costs incurred in maintaining such Inactive Accounts. Such charges when applied will be settled in accordance with clause 13.2 but no such charges will be set off from your Account prior to our having made reasonable efforts to contact you in advance of the incurrance of such a charge. If you have any queries regarding inactive accounts, please contact customer services for further information.
- 17.3. We are entitled to close your Account at our discretion and without having to disclose any reasons, and where deemed necessary on written notice (or attempted notice) to you using the contact details you have provided. Any balance in your Account will be made available to you, subject to your having complied with the Terms of Use.
- 17.4. Your sole remedy in the event of termination of your Account by us for any reason shall be the re-imbusement of any undisputed Account balance you may then have and we shall have no further liability to you whatsoever.

18. SYSTEMS FAILURE & HACKING AND OTHER OFFENCES

- 18.1. Fame Ventures shall not be liable for any Bet not being placed for any reason (unless as a result of negligence by Fame Ventures) or you being disconnected from the Services, including but not limited to failure or disconnection of computer, telecommunications services, internet or otherwise, and the balance of your Account will at all times be as is recorded on our server.

- 18.2. You warrant, represent and undertake that you shall not knowingly or negligently interrupt, corrupt or exploit for any purposes not intended by Fame Ventures any of the Services, including for example by:
- 18.2.1. attempting to gain unauthorised access to any of the Services, the servers on which the Services are hosted or any server, computer or database connected to the Services;
 - 18.2.2. using any features which may affect the function or performance of the Services in any way for example (but not limited to) releasing viruses, worms, trojans or similar material that may be malicious or harmful;
 - 18.2.3. interfering or tampering with, removing or otherwise altering in any way, any information in any form which is included in or on any of the Services; or
 - 18.2.4. attacking the Services via a denial-of-service attack or any other form of attack or interference.
- 18.3. We reserve the right to pursue you for any loss we suffer as a result of any infringement by you of any of your obligations under this clause 17. Further, please be aware that we may share your details with law enforcement authorities in the case of any criminal, or suspected criminal, activities by you.

19. USER GENERATED CONTENT

- 19.1. Certain of the Services may invite or permit you to upload your own content ("**User Generated Content**"). Fame Ventures does not exercise editorial control over, and therefore does not endorse any, User Generated Content, and we shall not be liable in relation to such User Generated Content. You understand and agree that you are solely responsible for your User Generated Content.
- 19.2. For any User Generated Content you provide, you hereby warrant, represent and undertake that such content:
- 19.2.1. is an original work created by you or you have a licence or the express consent of the owner to use the User Generated Content in that manner;
 - 19.2.2. does not infringe any third party intellectual property rights or privacy rights anywhere in the world;

- 19.2.3. does not contain any defamatory or otherwise inappropriate materials or statements;
- 19.2.4. does not contain any form of malicious computer code (e.g. viruses, bugs, trojan horses etc.) which could disable or disrupt any of the Services;
- 19.2.5. complies with all applicable laws and regulations; and
- 19.2.6. may be used in connection with publicising and promoting Fame Ventures and its Services.

19.3. Any User Generated Content you provide will be considered non-confidential and lawfully provided by you and you are automatically deemed to have granted us an irrevocable, transferable, royalty-free licence to copy, exhibit, publish, distribute or otherwise use and sub-licence that User Generated Content as we see fit, including for commercial purposes. Such uses may include in printed publications, multimedia presentations, on Website or in any other distribution media. You agree that Fame Ventures may also use your name, likeness and any other biographical information contained in such User Generated Content as we see fit, including for commercial purposes. In addition, you waive any right to inspect or approve the finished product, including written copy, wherein your likeness or testimonial appears. For the avoidance of doubt, you agree that you will make no monetary or other claim against Fame Ventures for its use of your User Generated Content.

19.4. You agree to indemnify and hold us and our subsidiaries, affiliates, officers, directors, agents, employees and service providers (e.g. Facebook) harmless from any liabilities, claims, losses or damages (including reasonable legal fees), however caused, that may arise as a result of or in connection with any User Generated Content.

19.5. If you have any issues with User Generated Content provided by any other customer or if you would like to discuss our use (or non-use) of your User Generated Content, please let us know by contacting us at the details below. We reserve the right (but are not obliged to) to edit or remove User Generated Content.

20. YOUR PERSONAL DATA

20.1. It is your responsibility to ensure that personal information relating to you is kept up-to-date. We reserve the right to suspend or terminate your Account if we

suspect this information to be inaccurate. We will process information about you in accordance with our Privacy and Cookie Policy.

21. NO WARRANTY

21.1. The services are provided “as is” without any express or implied warranty of any kind, and all warranties including warranties of non-infringement of intellectual property rights, and of completeness or accuracy of content are hereby excluded to the fullest extent permitted by law. Neither Fame Ventures nor any of its licensors give any warranty that the supply of material content on the Website will be uninterrupted, timely, secure or error free or that the Website and the services are free of viruses or bugs and no warranties are given as to the accuracy of material or content comprising the services.

22. LIABILITY

22.1. You hereby accept that by using the services, there is a risk that you may, as well as winning money, lose money. You agree that your use of the Services is at your own risk and we accept no responsibility and shall not be liable for any consequences that are alleged to have occurred through your use, or misuse, of the Services.

22.2. If and only to the extent that clause 21.1 does not apply, the maximum liability of Fame Ventures (and/or our third party service providers, to the extent relevant) to you arising out of or relating to the Services and/or the Terms of Use whether for breach of contract, tort (including negligence), or otherwise shall be limited to the average balance held in your Fame Ventures Account in the previous six months (or the term of the Account in the cases of Accounts open for less than six months).

22.3. We (and/or our third party services providers, to the extent relevant) shall not be liable to you in contract, tort (including negligence), breach of statutory duty or otherwise arising for loss of profits, loss of revenue, loss of business, loss of data, loss of business information, business interruption, loss of reputation, loss of opportunity, or loss of goodwill, or for any indirect special, or consequential loss.

22.4. We are not liable for the failure of any equipment or software, wherever located or administered, or whether under our direct control or not, that may prevent the operation of our Services, impede the placing of orders for Bets or the acceptance of Bets, or prevent you from being able to contact us. We will not be liable for any loss of content or material uploaded or transmitted through the Website and you confirm that we shall not be liable to you or any third party for

any modification to, or suspension or discontinuance of, the Services. We reserve the right to cancel or suspend the Services without incurring any liability.

22.5. We are not liable for any loss or damage that you may suffer because of any act of God, power failure, trade or labour dispute, act, failure or omission of any government or authority, obstruction or failure of telecommunication services or networks, or any other act, omission, delay or failure caused by a third party or otherwise outside of our control.

22.6. Notwithstanding the rest of the terms of this clause 21, nothing in these terms of use shall exclude or limit our liability for fraud, death or personal injury resulting from our negligence or any liability to the extent such liability cannot be excluded or limited as a matter of law.

23. INDEMNITY

23.1. You agree to indemnify and hold us and our subsidiaries, affiliates, officers, directors, agents and employees harmless from any liabilities, claims, losses or damages (including legal fees), caused as a result of customer negligence or other fault on the part of the customer, that may arise as a result of or in connection with inappropriate or unauthorised access to and use of the Services by you or by anyone else using your username and password and/or breach by you of any of the terms and conditions of these Terms of Use.

24. INTELLECTUAL PROPERTY RIGHTS

24.1. Fame Ventures is the owner or authorised user or licensee of all the intellectual property rights in the Services and their content including, without limitation, any copyright, patent, designs (registered or unregistered), trade marks, service marks, source codes, specifications, templates, graphics, logos or any right subsisting in Ireland or elsewhere in respect of content, databases, formats, interfaces, programming, the offering of services to other customers, software or any application for any of the foregoing and any modification, improvements, developments and enhancements thereof. Except as expressly provided herein, Fame Ventures does not grant any express or implied right to you in any of its intellectual property rights or secret information.

24.2. All content and material on the Website or otherwise accessible via the Services is provided for your own personal (i.e. not for business) usage and the distribution, reproduction or commercial exploitation of such content and material in any manner whatsoever without our express written consent is prohibited.

24.3. For the avoidance of any doubt you may use the data available from the Website and the other Services (including for example odds, both live and historical) only as strictly required for your permitted personal, non-exclusive, non-sub-licensable, non-commercial purpose of availing of the Services. Any other use and/or reproduction of the data without prior written consent of Fame Ventures is prohibited and will constitute a breach of these Terms of Use. Fame Ventures reserves its right to take such action as it considers necessary, including issuing legal proceedings without further notice to you, in relation to any unauthorised use of its data or of the Website or Services.

25. GENERAL

25.1. Third Party Linking

25.1.1. At Fame Ventures' discretion, the Website or other Services may contain links to third party Website. These links are provided solely as a convenience to you and not as an endorsement by Fame Ventures of the contents on such third party Website. Fame Ventures is not responsible for the content of linked third party sites and does not make any representations regarding the content or accuracy of materials on such third party sites. Links to any service provided by a third party are not intended for trading or investing purposes and Fame Ventures will accept no liability for any direct, consequential, incidental, indirect, punitive or any other losses or damages arising out of your access to and use of the information provided. If you decide to access linked third party Website, you do so at your own risk.

25.1.2. Fame Ventures generally welcomes the hyper-linking to our Website from other appropriate websites provided such links are to our homepage (and no deeper within the Website) and provided Fame Ventures gives its written consent to the establishment of such links. Fame Ventures reserves the absolute right to refuse to consent to such links without giving reasons. Any links to the Website from another website must be presented in such a manner that the viewing of the Website is not impaired by framing or similar techniques that may impair a browser's experience.

25.1.3. Fame Ventures does not permit linking from its Website or its Services to third party website or services or the display of third party content on top of, or in addition or as an alternative to, our Website or Services without our express written consent. In particular, Fame

Ventures expressly prohibits third parties from framing, similar techniques or other acts of impairment of a user's experience when they visit our Website or engage with our Services. To this end, and by your acceptance of these Terms of Use whether as registered member or otherwise, you hereby acknowledge that where you engage in any of the foregoing prohibited actions:

- i) damages may not be an adequate remedy for any infringement and that we are entitled to the remedies of injunction, specific performance, an order to deliver up materials which infringe our intellectual property rights and any other statutory or equitable relief and that no proof of special damages is necessary for reliance on such remedies; and
- ii) you shall indemnify us for any liabilities, losses or damages (including reasonable legal fees), however caused, that may arise as a result of or in connection with your non-compliance with this Clause.

25.2. Transfer and Assignment

25.2.1. On occasion, we may require the ability to transfer, assign or sub-licence these Terms of Use to a third party, for example (but without limitation) in the case of a merger or acquisition. You hereby consent, and we reserve the right to, transfer, assign or sub-licence these Terms of Use, in whole or in part, to any person without requiring any additional consent and without notice, provided that any such assignment will be on the same terms or terms that are no less advantageous to you.

25.2.2. You may not assign, sub-licence or otherwise transfer in any manner whatsoever any of your rights or obligations under these Terms of Use without our prior written consent.

25.3. Severability

25.3.1. If any provision of these Terms of Use is held to be invalid, void or unenforceable by reason of any law, rule, administrative order or judicial decision, that provision will be, to the extent strictly necessary, severed from the remaining terms and conditions and that determination shall not affect the validity of the remaining provisions of these Terms of Use. In the case of the severance of any terms, the part deemed invalid or unenforceable shall be amended in a manner

consistent with the applicable law to reflect, as closely as possible, the original intent in these Terms of Use.

25.4. Waiver

25.4.1. Failure by Fame Ventures to insist upon strict performance of any of your obligations or to exercise any of the rights or remedies to which we are entitled shall not constitute a waiver of such rights or remedies and shall not relieve you from compliance with such obligations and a waiver by us of any default shall not constitute a waiver of any subsequent default.

25.5. Notices

25.5.1. Notices and other communications delivered or mailed to the postal address or to the electronic-mail address provided by you shall, until we have received notice in writing of any different address, be deemed to have been personally delivered once sent whether actually received or not.

25.6. Interpretation

25.6.1. In the event of there being any conflict or inconsistency between the terms and conditions comprising these Terms of Use as identified in Clause 2, the order of precedence shall be as follows:

- i) these Fame Ventures Remote Gambling Terms & Conditions; and then
- ii) the Privacy Policy, Cookie Policy and Website Terms of Use; and then finally
- iii) any additional rules which appear within a Betting Game, including any FAQs or 'help' webpage, including instructions on how to play the Betting Game, maximum pay-outs and the return to player; and
- iv) any other of our terms and conditions, rules or policies as they relate to promotions, bonuses, special offers or any other aspect of your use of the Services from time to time.

25.7. Entire Agreement

25.7.1. These Terms of Use and any documents referred to herein represent the entire agreement between Fame Ventures and you and supersede any prior agreement, understanding or arrangement, whether oral or in writing. We each acknowledge that we have not relied on any representation, undertaking or promise given by the other or implied from anything said or written in negotiations between us except as expressly stated in these Terms of Use.

26. GOVERNING LAW

26.1. These Terms of Use and/or the Services and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

26.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with these Terms of Use and/or the Services or their subject matter or formation (including non-contractual disputes or claims).

27. CONTACT US

27.1. Thank you for using the Services. If you wish to contact us for any reason, please email us at support@footballindex.co.uk.



Game Summary from Regulatory Perspective

Footballindex is a fixed-odds gambling game with following characteristics:

The Bet

Bets are sold in discrete units (“Futures”) priced according to demand, and likely to vary from approximately £1 - £5. Strong demand for a “Future” indicates “the market” believes in a higher probability of “payouts”, hence a higher price which equates to “short odds”, as the payout is a fixed 20p regardless of purchase price. Each Future purchased is an individual betting slip or wager.

The Event & the Outcome

The Event is the daily FootballBuzz competition that closes each day at 12:00am. The winning outcome is to hold the daily Winner of this competition. The Bet is unusual in that it is valid not for just one individual Event, but for a significant number of consecutive Events up to a total of 365 x 3 (being 3 years) or until such time as the particular football star falls out of the “1st Team” List, whichever shall be the first.

The Payout

The payout is always a fixed 20p per Future held – it is a small sum known a “Dividend” as the Player has multiple chances to win over an extended period.

Game Characteristics

A “Future” is conceived as a small-stake wager that incorporates also the concept of a “Vote” for particular football star, and a “collectible. Footballindex is innovative in that it enables Players to bet on “People” over an extended period rather than just one-off events, to share their passion for the these football stars socially, and get entertainment value from holding bets over a longer period. Some “Futures” will show a profit over time, others will not.

FootballINDEX

Customer User Experience

Step 1:

- A site visitor registers as a Player and makes a deposit via their preferred payment method. Deposited balances can be viewed at the top right hand side of each page on the site when a customer is logged in. There is a more detailed view of transaction history available in the 'My Account' section.

Step 2:

- A customer with a funded account may purchase one or more 'futures' relating to an individual Footballer by selecting number (up to 20 futures in one transaction) and clicking "Buy" button. The price of an individual "future" is in the region of £1:00 but may be more according to popularity. Each "future" is an individual discrete bet that remains open for a period of 3 years - giving Player 365 x 3 opportunities to win a small prize.

Step 3:

- Footballers appear on our 'Football Buzz Chart' - a daily ranking of Footballers according to digital media mentions aggregated across 25 Football RSS feeds from respected UK publishers (no one publisher may have significant effect on the score). The data is analysed and weighted by open source software according to both substance and sentiment.

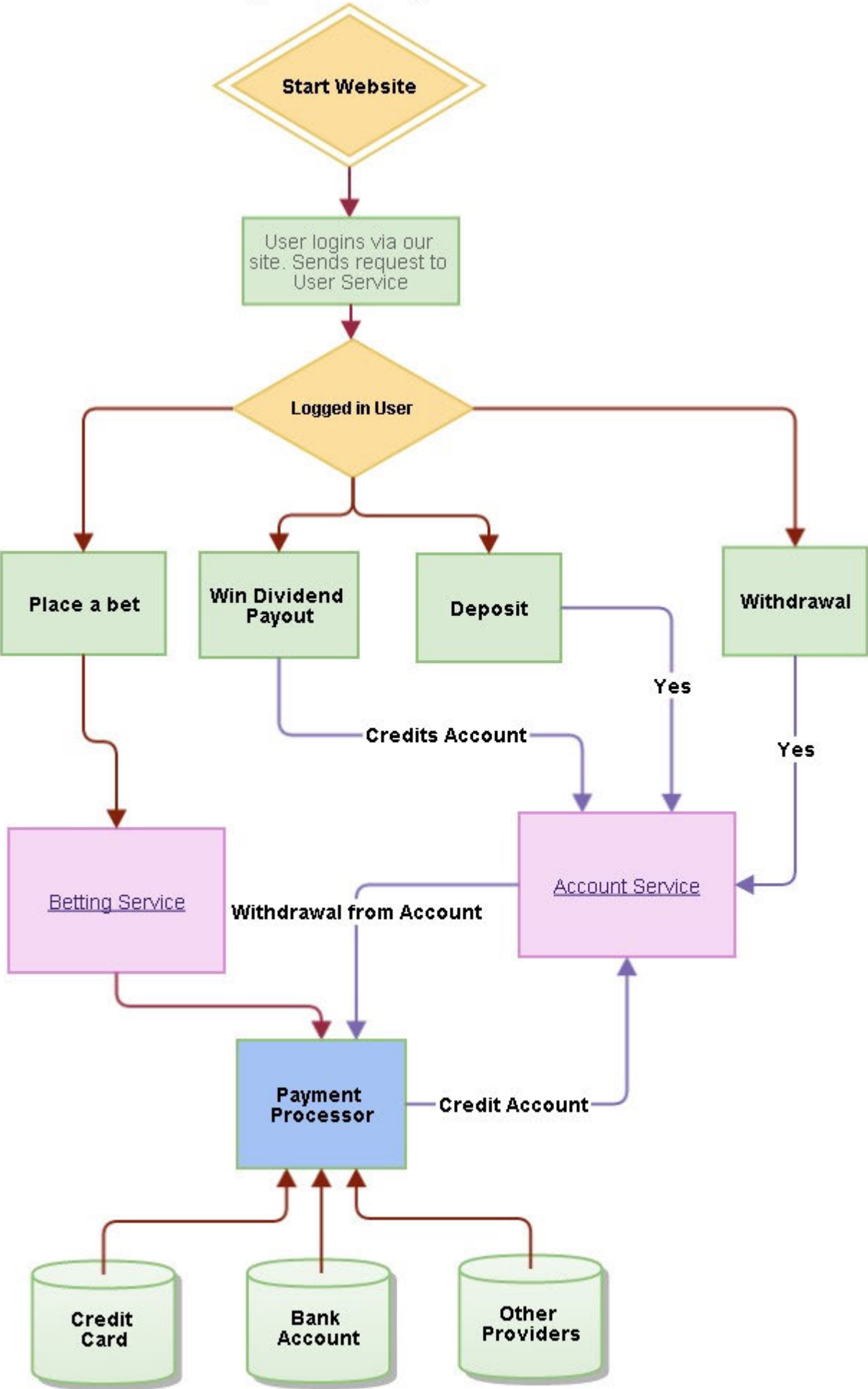
Step 4:

- The celebrity at the top of the 'Buzz Chart' at 12:00am each day is the days "winner". Players holding 'Futures' for that Footballer win a flat rate 20p per 'Future' held. These winnings are known as "dividends".

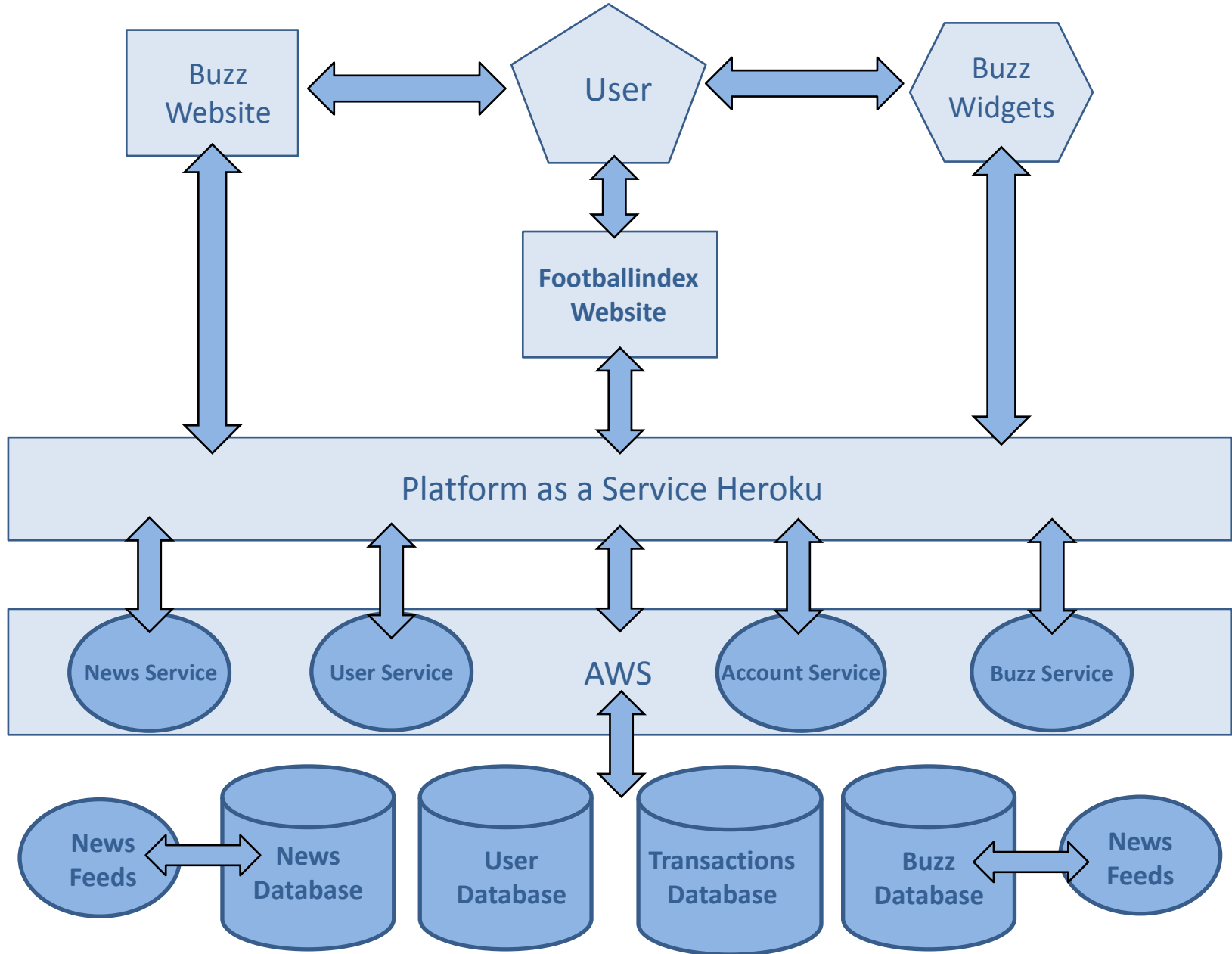
Step 5:

- "Dividends" are paid directly into customer accounts. Players are free to withdraw funds or buy more celebrity 'Futures' for their "portfolios".

Football Index System Diagram



footballINDEX Operational Model



FAME VENTURES LIMITED
Business Plan



footballINDEX

Gambling & Social Football Game

EXECUTIVE SUMMARY

This business plan provides an overview of the proposed strategy and operation of FameVentures Ltd represented by Adam Cole, CEO & Founder.

About FameVentures Limited

FameVentures Limited is incorporated in England and Wales and was registered in November 2012 with the company registration number 08283149 and a registered address of 2nd Floor, 167-169 Great Portland Street, London, United Kingdom.

The Company has created an online and mobile focused, reality-based casual game targeting the mass appeal of Football in the United Kingdom. The consumer name for the game is **FootballIndex**

FootballINDEX



FootballIndex addresses a huge and impassioned audience of football fans with a unique and compelling proposition – Players can “bet” and “back” their football heroes rather than transient one-off events.

Traditionally football ‘fans’ were supporters of a local team, but with the advent of technology football players have become global superstars in their own right, often courting more fandom and popularity than the football clubs themselves.

For instance, Cristiano Ronaldo has **32.3 million** Twitter followers, whereas Arsenal, Chelsea, Manchester United and Liverpool collectively have just over half of Ronaldo’s “fans” with a **shared 18 million** followers.

The Opportunity

Our goal is to introduce a new game into the gambling sector, which has remained fundamentally unchanged since online bingo arrived in 2002. We aim to do this by harnessing the IP value of the 500 most famous footballers on the planet in a compelling online game – **FootballIndex** – that has many of the most compelling characteristics of social gaming and is high in entertainment value.

Football is a cultural obsession in the UK and we will enable “over 18s” to exploit their knowledge and passion for our national sport in a compelling gambling game.

FootballIndex also combines many of the strongest elements of social gaming; the ability to share, invite and vote on footballers and their performances.



Gambling in the UK is a massive and growing sector, forecast purely online, to reach £3.5 billion by 2016 (Mintel). However despite quantum shifts in the digital landscape over the last 20 years, gambling options remain broadly speaking:

- | | |
|-------------------------|---------------|
| ▪ Balls out of a barrel | (the Lottery) |
| ▪ Ball in a net | (football) |
| ▪ Ball round wheel | (roulette) |
| ▪ Numbers on a card | (bingo) |
| ▪ Cards in a hand | (poker) |
| ▪ Horse over line | (racing) |

Consumers have played these to death, and lost a fair bit along the way. The Social sector has proved how powerful a new game can be, and moreover, how a responsible, slow outcome game can be an engaging alternative to bookmakers current undifferentiated offerings.

Introducing a new gambling game is a challenge, but **FootballIndex** has a powerful feature-set that leverages both the entertainment and social sectors, in a digital world where all sectors are converging fast.

FootballIndex is entirely new and innovative product enabled by technology and regulation, where customers can back ‘people’ rather than ‘events.. We have no direct competitors at this time. Gambling operators are slow to innovate - they’re making too much money on ‘event’ outcome gaming.

Our Game

Our Players know a lot about Football and our low-stakes game allows them to utilize that knowledge. Whether as a simple casual game or a gambling game, the games are quick, fun and easy to play.

The game is designed to appeal to a broad spectrum of Players – interfaces are simple and intuitive and not over-burdened with “numbers”. There are comprehensive FAQs – both basic and detailed – as well as YouTube tutorials (still to be added)

FootballIndex combines the strongest elements of both social gaming and online gambling and will succeed as a result of:

- Compelling proposition to large impassioned audiences
- Low Customer Acquisition Cost (CAC)
- High Lifetime Value (LTV)

Game Attributes

This is a summary of key attributes of **FootballIndex**

- Quick-to-play (3 – 20 mins per day)
- Easy-to-play (excludes no-one)
- Reality based / Driven by Football obsessed media
- Always in Game – Media pushing Play Button
- Plays more in your head than on the screen (not competing for screen time)
- Leaderboards, badges, status – social elements
- Simple to use “Portfolio App”

What We Have Done To Date

- In **January 2012** game design and development the **FootballIndex** platform was started.
- Since January 2012 **£250k** has since been invested into the **FootballIndex** platform, & website, as well as the format for a Facebook freemium game.
- A further **£100k** has been invested in professional fees and other costs
- Agreements have been signed with **Getty Images** to provide unlimited images, and with **Bang Showbiz** to provide 50 stories each day (a publishing partner may ,
- We're now in process of applying for UK remote fixed odds operator and software licenses from the UK Gambling Commission.
- A number of exploratory discussions have been initiated with potential partners including **News UK (The Sun and The Times)**, **Trinity Mirror**, **Yahoo!** and **Perform Group (Goal.com and Opta)**

footballINDEX



FootballIndex – Game

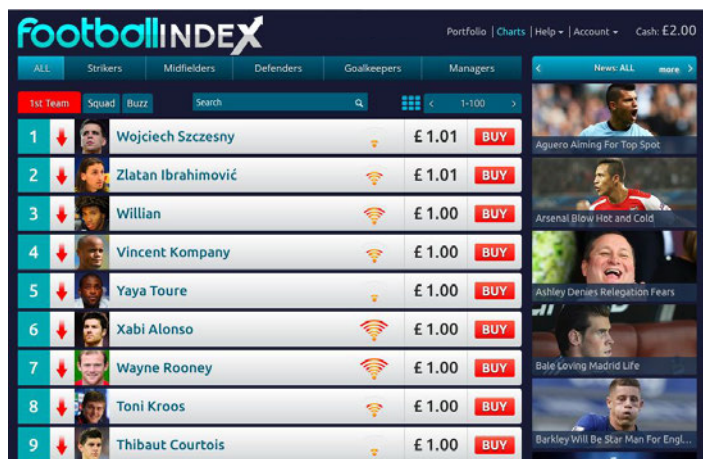
Overview

Everyone is a fan of someone!

We have created a game that immerses the Player in the world of Football, about which he has great knowledge and passion.

FootballIndex lists approximately 500 footballers and football managers in five categories:

- Goal Keepers
- Defenders
- Midfielders
- Strikers
- Managers



Players use real money to buy units in footballers each of which is a fixed-odds bet on the outcome of an event; **The Football Buzz**. These units are called “Futures” as it’s a bet on the future outcome of their media relevance through The Football Buzz.

Fixed-Odds Bet

Each Football Futures is a micro wager on an external “event”. That event is that the footballer will reach the top of our **Football Buzz Chart**.

The Football Buzz is a daily measure of the volume of “media mentions” associated with each footballer on 25 open source football related RSS feeds from respectable UK media outlets and publishers.

In the event you have “bought” Wayne Rooney, for instance, and he is top of The Football Buzz for that day, a fixed “dividend” of 20p is paid out for each ‘Football Future’ held in that footballer. Consequently **FootballIndex** has 365 win opportunities per year.

The price of each Future determines the odds; low price = long odds, high price = short odds. The event is relatively unlikely and the payout small, and only a partial driver for the purchase. Just as in bingo the entertainment and social elements are as significant as the payout.

FootballIndex – Football Futures

Each “Future” has a life of 3 years, after which time the Future pays no further dividends – consequently the bet is closed and attracts no further liability. The dividends, or wins, are small but there may be a number of them in the life of the Future (effectively 365 x 3 opportunities to win) as there will be a payout every day for the 3 years of the life of the Future.

Futures are initially priced at **£1.00** but may be issued at a higher price according to demand – the price of the Future in relation to the 20p dividend creates the odds. The lower the price the longer the adds, the higher the price the shorter the odds.

Players are effectively hoping to discover the next Lionel Messi and hold Futures for 3 reasons:

- The it's a fixed-odds bet on a future outcome
- It's a “vote” for the Footballer in our game (similar to X –Factor – voting with their wallets)
- The Futures are 'collectibles'

The game generates significant entertainment value for Players who are also supporting their favourite footballers and pushing them up our List.

A Football Future



A Future represents a number of concepts:

Soft Bet

A Future is a fixed odds bet on the outcome of the daily Buzz winner.

Vote

It's a vote that pushes my Footballer up the **FootballIndex** list.

Collectable

A future is a collectable, like a Football stickers, match programs and tickets.

Customer User Experience

Step 1:

- A site visitor registers as a Player and makes a deposit via their preferred payment method. Deposited balances can be viewed at the top right hand side of each page on the site when a customer is logged in. There is a more detailed view of transaction history available in the 'My Account' section.

Step 2:

- A customer with a funded account may purchase one or more 'futures' relating to an individual Footballer by selecting number (up to 20 futures in one transaction) and clicking "Buy" button. The price of an individual "future" is in the region of £1:00 but may be more according to popularity. Each "future" is an individual discrete bet that remains open for a period of 3 years - giving Player 365 x 3 opportunities to win a small prize.

Step 3:

- Footballers appear on our 'Football Buzz Chart' - a daily ranking of Footballers according to digital media mentions aggregated across 25 Football RSS feeds from respected UK publishers (no one publisher may have significant effect on the score). The data is analysed and weighted by open source software according to both substance and sentiment.

Step 4:

- The celebrity at the top of the 'Buzz Chart' at 12:00am each day is the days "winner". Players holding 'Futures' for that Footballer win a flat rate 20p per 'Future' held. These winnings are known as "dividends".

Step 5:

- "Dividends" are paid directly into customer accounts. Players are free to withdraw funds or buy more celebrity 'Futures' for their "portfolios".

Marketing Strategy

“Marketing is the price paid for an unremarkable product”

A detailed marketing plan with budget is a good insurance policy!

FootballIndex represents an extraordinary marketing opportunity for several reasons:

- Football has a huge and impassioned audience
- Games are new and innovative
- Significant gap in proven market

The product fits between two established markets with a strong product.



The full marketing plan is outside the scope of this document, but is focused heavily on media partners to establish the product in the market. The product has been well received. (See Route to Market). We’re in discussion with a number of London agencies and are developing full and detailed Plan to deliver large numbers of Players at low cost outside our media partner plan.

With strong business intelligence we will be extremely reactive to marketing tactics that either do, or don’t work. As our brand becomes established and we hone the most efficient marketing channels, our cost of acquisition will reduce significantly

These are just some headline items in the marketing mix – we already have a digital agency *guaranteeing* to deliver registered players for a *maximum* price of **£4.50** per Player, and probably quite a bit less.

Route to Market



Publishers

Our go-to-market strategy is two fold; we will launch and market **FootballIndex** as a standalone product, with it's own P&L and marketing resources. While we embark on the challenge of building our own brand using social media and highly targeted digital media, we will build liquidity through partners.

In the first week of 2015 we have agreed Heads of Terms with Trinity Mirror Group to promote **FootballIndex** to its 87m unique monthly visitors across both national and provincial titles at start of Q2.

For projections we've assumed we sign up a further two partners, however we believe we will sign more.

Newspaper publishers have an instant audience to tap into; they are familiar with fantasy football and sportsbook, our product sits neatly in between the two.

Of particular interest to publishers is that our game is heavily weighted to digital engagement and recreational responsible gambling. They regard it as a "soft-bet" with low stakes played for entertainment value rather than at big win.

Publishers are also savvy about the revenue potential of gambling partners, The Sun are rumored to generate in excess of £30m per annum via Sun Bingo.



Our Publishing Partners

Publishing Partners Summary		
Publisher	Status	Notes
Trinity Mirror	Agreed Heads of Terms 6/1/15	87m Uniques per month
News UK	Awaiting Board Approval	Both The Sun & The Times
Sky Sports	Under review - Sky Ventures	
Goal.com	Under Review	35m Uniques per month
Yahoo!	Under Review	
Mailonline	Meeting 22 Jan	Biggest online publisher
BT Sport	Getting meeting	Investment in football
TalkSport	Getting meeting	
Telegraph	Getting meeting	Significant in Fantasy Football
Metro	To contact	
ESPN	To contact	
Standard	To contact	
Guardian	To contact	

White Labelling



Mirror INDEX	
1	Steven Gerrard
2	Andrea Pirlo
3	Wayne Rooney
4	Willian
5	Xabi Alonso
6	Zlatan Ibrahimović
7	Yaya Toure
8	Wojciech Szczesny

Via Publisher Titles

Publishers will have the option to run **FootballIndex** branded product or a white-label version using their own branding.

Publishers that we've spoken to have shown a desire for white-labelling as this is something they've experienced considerable success with in Bingo, Dating and Job Search, to name a few.

In addition to a fully branded website our platform can also support dynamic advertising widgets to help the brand promote their version of **FootballIndex**.

Fame Ventures has the ability to 'switch on' one new advertising partner per calendar month in the initial launch phase.

Our forecast planning and budgeting targets three key partners for launch. This will provide quick liquidity to the product and give us reach to audiences that would cost a typical advertiser significant a premium to access.



The screenshot shows the BT Sport INDEX interface. At the top, it displays 'BT Sport INDEX' and navigation links for 'Portfolio', 'Charts', 'Help', 'Account', and 'Cash: £0.01'. Below the header, there are tabs for 'ALL', 'Strikers', 'Midfielders', 'Defenders', 'Goalkeepers', and 'Managers'. A search bar and a '1-100' range selector are also present. The main content area features a list of players with their ranking, name, a signal strength icon, price, and a 'BUY' button. The right sidebar contains a 'News' section with various football-related headlines.

Rank	Player	Price	Action
1	Wayne Rooney	£ 1.02	BUY
2	Wojciech Szczesny	£ 1.01	BUY
3	Steven Gerrard	£ 1.01	BUY
4	Willian	£ 1.00	BUY
5	Vincent Kompany	£ 1.00	BUY
6	Zlatan Ibrahimović	£ 1.00	BUY
7	Xabi Alonso	£ 1.00	BUY
8	Toni Kroos	£ 1.00	BUY
9	Thibaut Courtois	£ 1.00	BUY
10	Youssef Mulumbu	£ 1.00	BUY

Fantasy vs. Sportsbook

The Market Gap

Fantasy Football is a mainstay of UK online recreation. The Premier League claim to have in excess of 3 million players engaging with their Fantasy Football each week.

The issues with Fantasy Football to a player looking for more excitement are obvious; it is a big commitment to change the team each week, the prizes are unobtainable to 99.9% of players, it must be reset each football season, and it's often easier to forget about it if you get off to a bad season start. Likewise, bookmakers are also problematic to would-be customers; focusing too heavily on quick 'event' outcomes, with very short odds results in a high level of customer dissatisfaction (most people lose, and most people lose a lot).

We have identified a gap in the market in that there are currently no **'low stakes & mirco-win'** game formats on the market for customers we know are football fans and enjoy a bet.



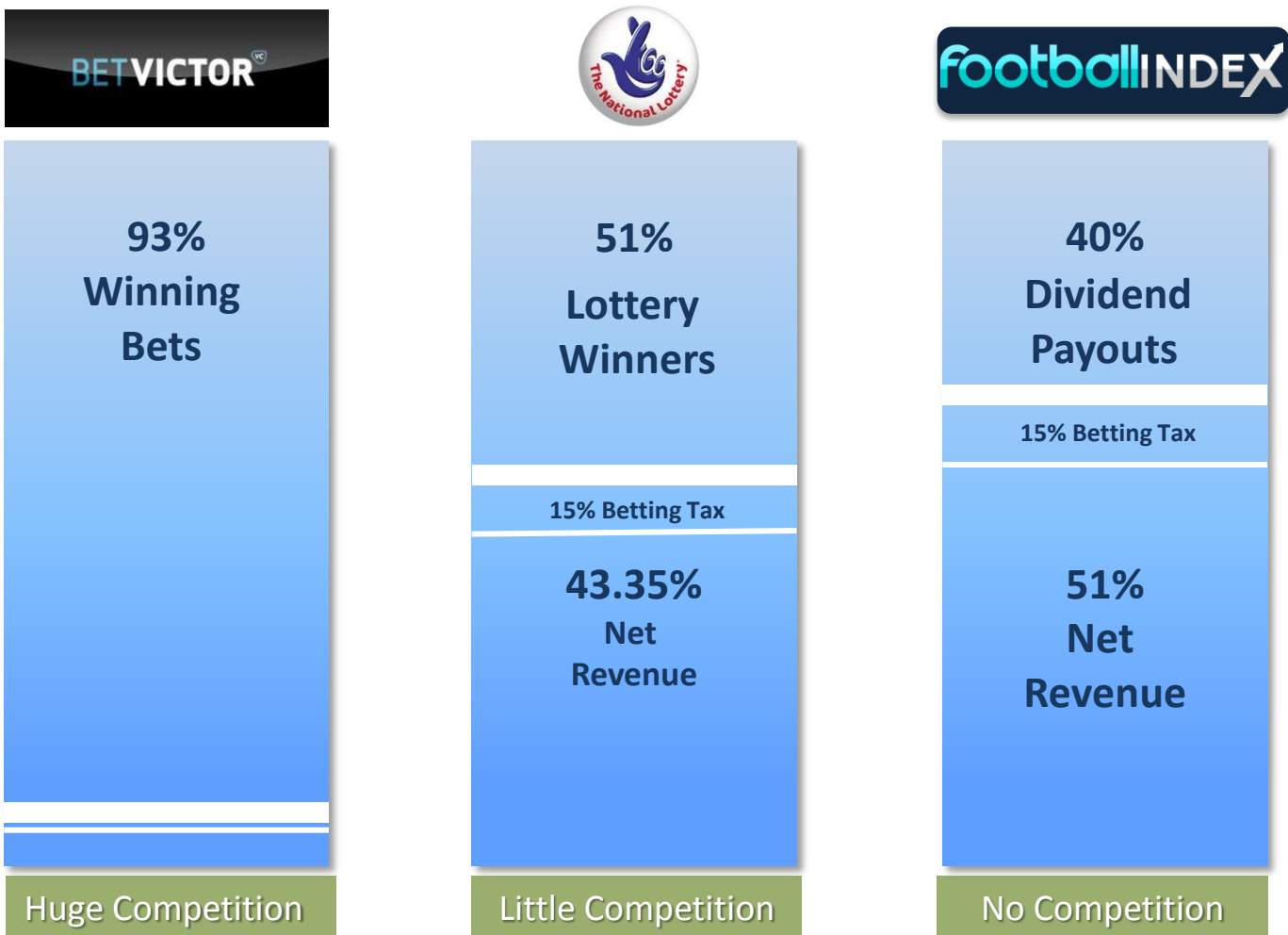
Margin and Competition

The **FootballIndex** product compares favorably to the established online bookmaker model, which has an average margin of just 7%. Even when compared with traditionally high margin pools and lottery products, we can see that our product has the ability to generate significant operator revenue.

We have identified a gap in the market between the 'high-stakes + high risk' bookmaker model, and the 'low-stakes + unobtainable large prizes' lottery model.

One of the most attractive aspects of **FootballIndex** is that there are currently no 'low stakes & mirco-win' game format on the market.

Value-for-money is a serious consideration for people in all of their consumer choices these days. Offering frequent win opportunities with continuous year-round engagement and entertainment (at no additional cost to the player) is unparalleled in it's appeal.



Management Team Snapshot

Adam Cole – CEO & Founder

Adam has a strong background in founding and creating value in companies going back to video distribution company **Electric Video** in '80s & '90s (catalogue sold to Northern & Shell), **MyVillage Network** sold to The Publishing Group in 2010, **Email Systems** sold Webroot Inc in 2007. He is also a shareholder and director of **Natterbox**, a B2B telecoms company. Adam and [REDACTED] [REDACTED] [REDACTED] have invested £1m in Fame Ventures Ltd and are committed to building a strong team with background in UK regulated gambling products. Adam has applied for a PML.



[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]



FameVentures Expert Advisory Panel

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Roles and Responsibilities

The Key Management roles and responsibilities are set out below:

Overall Strategy – Adam Cole

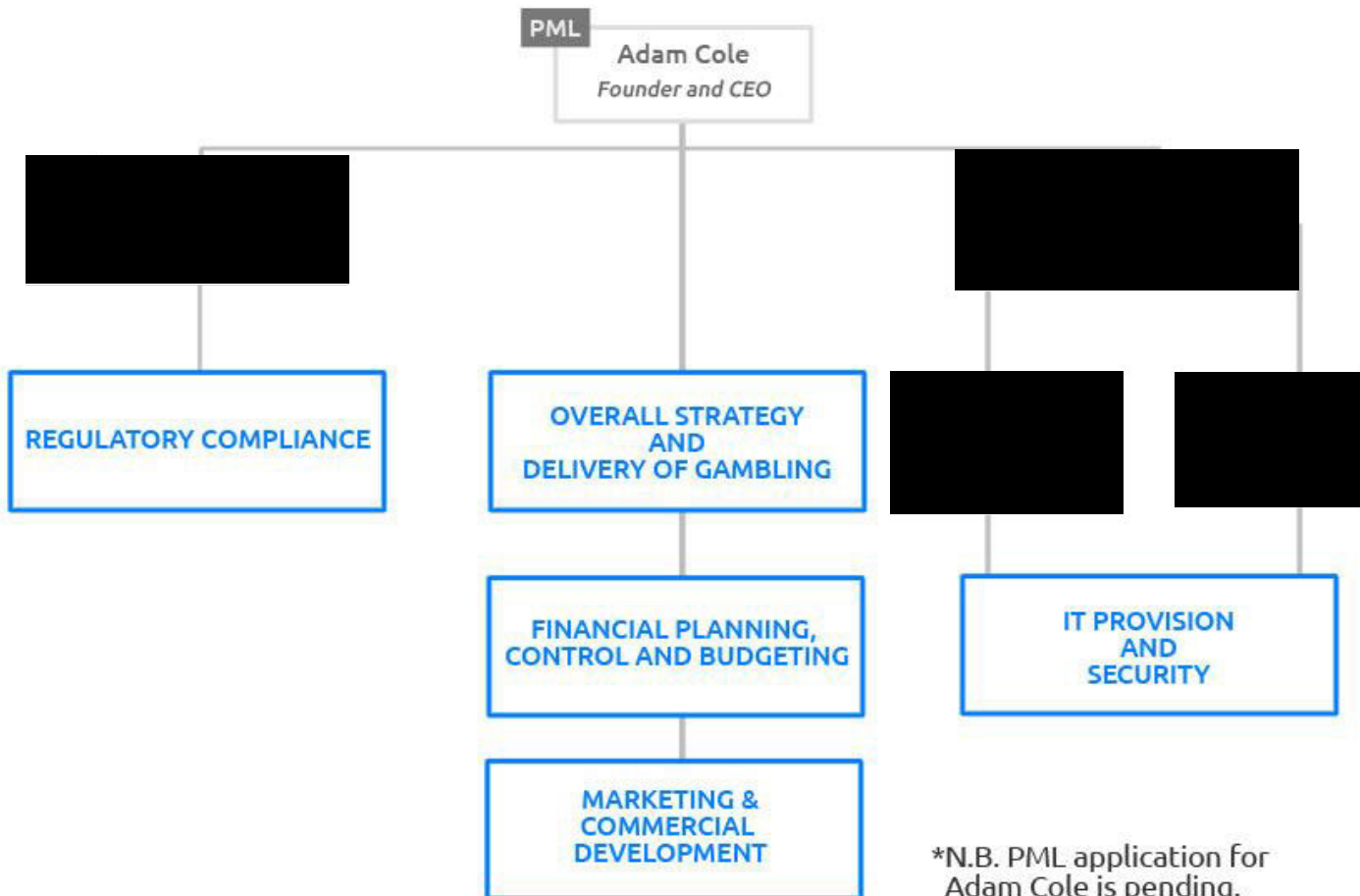
Financial planning, control and budgeting – Adam Cole

Gambling related IT Provision and Security – [REDACTED]

Marketing and Business Development – Adam Cole

Compliance – [REDACTED]

FameVentures - Organisational Chart



Current Shareholders

Fame Ventures Ltd has an authorised share capital of 50,000 shares of which 10,300 shares have been issued as follows.

Shareholder	%
Adam Cole [REDACTED]	97%
[REDACTED]	3%

The Management Team

- The CEO is committed to the business and has substantial knowledge and expertise in digital strategy and technology around which he has created this opportunity.
- CEO appreciates that his skill set is best suited to early stage businesses and he's committed to being replaced as the business matures.
- CMO & CTO both have proven track records, and in the case of the CTO – the proof is in the platform. Our main sub-contractors have worked for the company for years and are well proven.

FootballIndex – Launch and Timeline

Mar-15	Launch	FootballIndex
Apr-15	Launch	1st Media Partner
May-15	Launch	2nd Media Partner
Jun-15	Launch	3rd/4th Media Partners
Jul-15	Launch	Native Mobile Apps

Footballer Intellectual Property

We have received legal advice from celebrity IP specialist [REDACTED] that our game does not infringe IP rights of the Names on the exchange.

This opinion has been confirmed by [REDACTED]. His written opinion is available for review.

As long as we don't imply that any celebrity has endorsed the product we don't have an issue.

This risk could be insured against in the event that it was felt necessary to quantify risk.

Finance and Revenues

Below is a snapshot of our forecast performance for three years from commencement of trading.

	Y1	Y2	Y3
Own-Label Marketing Budget			
Online Marketing Spend	275,000	360,000	480,000
<i>Estimated CPV</i>	<i>4.80</i>	<i>4.80</i>	<i>4.80</i>
PR Spend	36,000	36,000	36,000
Visitors			
CPC Traffic	687,500	900,000	1,200,000
PR/Viral/Word of Mouth Traffic	480,000	480,000	480,000
<i>SEO Traffic (increasing 15% - 0.75%)</i>	<i>1.615</i>	<i>1.267</i>	<i>0.994</i>
Seo Traffic - FOC	667,299	2,468,449	7,008,366
Free Players			
<i>% Conversion to Portfolio: Paid/PR Traffic</i>	<i>7.920%</i>	<i>8.838%</i>	<i>9.842%</i>
<i>% Conversion to Portfolio: Seo Traffic</i>	<i>2.299%</i>	<i>3.092%</i>	<i>4.159%</i>
CPC/PR/SEO Visitors to create Portfolio	108,590	200,468	463,420
Affiliate Traffic to create Portfolio	-	-	-
Total players to create portfolio	108,590	200,468	463,420
Money Players			
<i>Conversion % after 30 days</i>	<i>15.773%</i>	<i>17.282%</i>	<i>18.355%</i>
CPC/PR/SEO Portfolios to Money Players	15,448	32,820	79,363
Total Paying Players net of churn (7.5%)	61,996	216,644	517,971
Publishing Partners - Money Players			
Mirror - Paying Players with Account	6,952	14,769	35,713
Goal.com - Paying Players with Account	4,782	11,487	27,777
The Sun - Paying Players with Account	7,707	22,974	55,554
Total Partner Paying Players with Account	19,441	49,230	119,045
Total Partner Paying Players net of churn (7.5%)	69,036	311,557	771,695
	34,889	82,051	198,408
Player Spend			
Net Average weekly spend	33.00	36.00	36.00
Average monthly spend	143,000	156,000	156,000
Average Monthly Spend on Bingo			
Revenue			
Sum deposits into the game	1,703,414.69	6,866,621.66	16,765,658.48
<i>Less 2.5% processing, fraud</i>	<i>42,585.37</i>	<i>171,665.54</i>	<i>419,141.46</i>
Sum Expenditure on Futures	1,660,829	6,694,956	16,346,517
<i>Dividend Payout (estimate) @ 20p</i>	<i>248,219</i>	<i>1,461,350</i>	<i>3,518,231</i>
Gross Gambling Yield	1,412,610	5,233,606	12,828,286
<i>Betting Tax (15%)</i>	<i>211,892</i>	<i>785,041</i>	<i>1,924,243</i>
Gross Cash Contribution	1,200,719	4,448,565	10,904,043
P & L			
<i>Costs</i>	<i>1,277,994</i>	<i>1,860,882</i>	<i>2,235,559</i>
<i>Partner Rev-Share +MRG</i>	<i>321,771</i>	<i>1,311,779</i>	<i>3,262,372</i>
P & L	-399,046	1,275,904	5,406,112
Cash Balance	-399,046	876,858	6,282,970

FootballIndex Summary – our KPIs

Our performance and results will be determined by the following KPIs upon which we will stand or fall – it's that simple. Our financials are based on the following metrics:

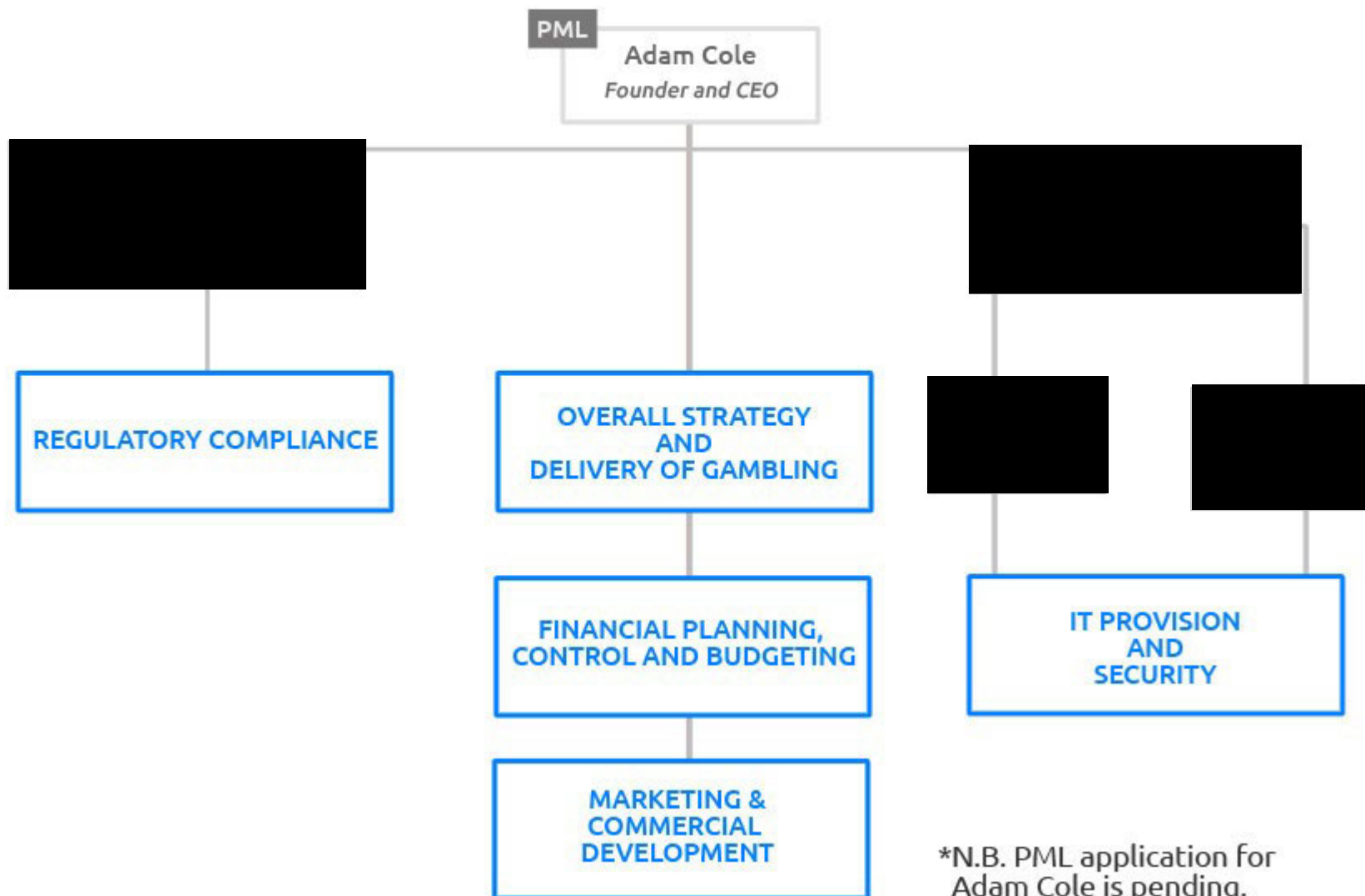
These metrics improve over time with brand recognition and marketing sophistication.

Cost per click	% / Cost - Free Player	% / Cost - Money Player
<ul style="list-style-type: none"> Huge Football Traffic Little Competition <p>The cost to pitch a potential Player with our proposition – whether click, view or download.</p>	<ul style="list-style-type: none"> £ 20 Free Play <p>% of those pitched that register a free £20 portfolio of footballers - and cost to acquire a Free Player</p> <p>ALSO COST OF MOBILE INSTALL</p>	<p>% willing to pay for all/part of their portfolio after 30 days - and cost to acquire Money Player</p>
£0.60 – £0.30	15% – 19.9% £4.00 - £1.52	12% – 16.8% £28 - £6

Consequently we have initial target to acquire registered Free Players for **£4.00** and Money Players for **£28**

Weekly Spend	Retention
<ul style="list-style-type: none"> Building Portfolio <p>This is net figure - weekly spend less cash withdrawn. There will be a broad range between 50p up to £350 per week – a ceiling in line with Camelot's weekly wallet limit.</p>	<ul style="list-style-type: none"> Constantly in Game, <p>The average duration of a Player – their active life making deposits.</p>
£4.00 – £5.58	13 Months

FameVentures - Organisational Chart



GAMBLING COMMISSION

Application number: 1801

Applicant name: Fame Ventures Ltd

Application details

Reason for application

New to Gambling Industry - Based in GB

Upload a Multi-Jurisdictional Business Form

Document Type
MJBF
No documents uploaded

Contact details

Please provide details of the person who you would like to be the main contact for all matters relating to the Operating Licence (if the application is successful).

Title	Mr.
First name(s)	adam
Last name	cole
Position	CEO

Contact details

Main contact number	██████████
Work number	██████████
Email address	████████████████████

Correspondence address

Please provide a correspondence address for the main contact you have named above. Please note the address provided in this section must be in the United Kingdom.

Address

████████████████████
██████████
██████████
██████████

Contact details for the application

Is the person listed above going to be the contact for the application process?

No

Title	█.
First name(s)	█
Last name	██████
Position	██████

Alternative contact address

Please note, the address provided in this section must be in the United Kingdom

Address

Joelson Wilson LLP Solicitors
30 Portland Place
London
W1B 1LZ
United Kingdom

Contact details

Main contact number	[REDACTED]
Work number	[REDACTED]
Email address	[REDACTED]

Alternative contact

Title	[REDACTED]
First name(s)	[REDACTED]
Last name	[REDACTED]

Contact details

Main contact number	[REDACTED]
Email address	[REDACTED]

Operator details – entity information

Operator name
Fame Ventures Ltd
Entity type
Private Limited Company
Company purpose and background details
Fame Ventures Ltd objective is to create innovative fixed-odds betting products targeting two large and impassioned audiences: football & celebrity. The betting units known as Futures are associated with people rather than events, are simply priced generally between £1 - £5, and pay out small returns multiple times over a significant period of time. Thereby we create a bet with extended entertainment value, linked to a personality and their future success over a significant period. Please also see Business Plan uploaded into Financial Information section.

Operator previous names

Has the Applicant (or any related company) ever been known by another name (previous names, aliases and company name changes)?

No

Business registration details

Date of incorporation
06-Nov-2012
Registration number
8283149
Place of incorporation
London
Country of incorporation
United Kingdom

Registered office address

Please provide the registered address of the Applicant

Rogoff & Co
167-169 Great Portland Street
London
W1W 5PF
United Kingdom

Head office address

Address

[Redacted]

Previous head office address

Has the Applicant's Head Office been located at any other address(es) in the past 5 years?

Yes

Address	Date from	Date to
[Redacted]	[Redacted]	[Redacted]
[Redacted]		

Contact details for head office

Main contact number	[Redacted]
Fax number	
Email address	[Redacted]
Website	www.fameventures.co.uk

Trading name(s)

Please provide details of all trading names and trademarks which the Applicant (or any related company) currently uses or has used in the past 3 years.

Names	Date from	Date to	Type
footballIndex	15-Oct-2014	-	Trading Name

Applicant entity documentation

The Gambling Commission requires identification documents for the Applicant entity. If the Applicant is a partnership we require the Partnership Agreement and any amendments thereto. If the applicant is a registered organisation such as a private limited company, a non-commercial society, a corporate body, etc we require the Certificate of Incorporation, Constitution, Memorandum of Association, Articles of Association and/or any other constitutional documents, as applicable, and any amendments thereto. Please provide the required identification documents for the Applicant entity below by clicking the Browse button against the relevant document type to choose the file you want to upload. If you have multiple documents for a document type, please click Browse again against that document type to select the further file you want to upload.

Document Type
Any Amendment Documents
No documents uploaded
Articles of Association
Fame Ventures Mem & Arts.pdf
Certificate of Incorporation of Change of Name
No documents uploaded
Certification of Incorporation
Fame Ventures Cert of Incorp.pdf
Constitution
No documents uploaded
Memorandum of Association
Fame Ventures Mem & Arts.pdf
Other Constituent Documents
No documents uploaded
Other Written Constitution
No documents uploaded
Trust Documents
No documents uploaded

Public listings

Is the Applicant or its related companies publicly listed?

No

Other branches

Does the Applicant have any branch offices that are not the Applicant's registered business address and are not the address from which the Applicant delivers its principal activities?

No

Application Fees

Total application fees (payable on application)	£3,503.25
Total first years annual fees (payable 30 days after issue)	£19,955.75
Total subsequent years annual fees (payable before anniversary)	£19,955.75

Product	Fee Category	Cost
Remote		
General betting (standard) (real events)	F	£3,259.00
Gaming machine technical: software	F	£977.00
Total operating licence costs		£4,236.00
Total operating licence discount		-£732.75
Total application fees (payable on application)		£3,503.25

Product	Fee Category	Cost
Remote		
General betting (standard) (real events)	F	£13,529.00
Gaming machine technical: software	F	£6,765.00

First year annual fees totals	
Total cost	£20,294.00
Total first year discount	-£338.25
Total first annual fees	£19,955.75

Subsequent annual fees totals	
Total cost	£20,294.00
Total subsequent years discount	-£338.25
Total subsequent annual fees	£19,955.75

Premises

Does the Applicant have any other premises not already named in this application which are or will be used to deliver non-remote gambling services or facilities?

No

Gambling licences

Does the applicant currently hold, have any Applications pending for, or previously held, a gambling licence, permit, or authorisation with any other regulator or government agency in the past 5 years?

Yes

Name of government agency	Application number
UK Gambling Commission	852
<p>Name of government agency UK Gambling Commission</p> <p>Country United Kingdom</p> <p>Type of licence or permit General Betting remote real events</p> <p>Application or licence number 852</p> <p>Disposition Pending</p> <p>Date of disposition 20-Aug-2014</p>	

Policy and licence documentation

Policy Documentation

Please supply copies of any available documents relating to the Applicant's policies and procedures and copies of current gambling licences held in other jurisdictions, by clicking the "Browse" button and then selecting a file to upload. These documents should demonstrate how the Applicant will meet and comply with the licensing objectives of the Gambling Act 2005 and are appropriate for all of the Applicant's planned licensed activities.

The Gambling Act 2005 has three licensing objectives which licensees must uphold:

- Preventing gambling from being a source of crime and disorder, being associated with crime and disorder, or being used to support crime;
- Ensuring that gambling is being conducted in a fair and open way; and
- Protecting children and other vulnerable persons from being harmed or exploited by gambling.

The Gambling Commission has to be satisfied that an Applicant understands its responsibilities to meet the licensing objectives and has arrangements in place to provide gambling services or facilities in a manner consistent with those licensing objectives.

In order to demonstrate that the Applicant has policies and procedures in place to meet the requirements of the licensing objectives and the Licence Conditions and Codes of Practice (LCCP), the Gambling Commission requires the following information:

- The Applicant's written policies and procedures to ensure that:
 - The Applicant's business will be protected from being a source of crime and disorder, being associated with crime and disorder, or being used to support crime (for all Applicants);
 - Gambling will be conducted in a fair and open way. This should include procedures for the protection of customer funds and complaints and disputes procedures. The name of the Applicant's alternative dispute resolution entity must also be provided where applicable;
 - Children and other vulnerable persons will be protected from being harmed or exploited by gambling (for all Applicants);
- Policies and procedures for the promotion of social responsibility in gambling (for all Applicants);
- An explanation of how the Applicant will satisfy the primary gambling activity code provision (for Non-remote Bingo, Casino and General betting (standard) Applicants only);
- An explanation of how the Applicant will implement its policies and procedures including how the Applicant intends to review and assess its policies and working practices in light of any changes to the LCCP or developments within the gambling industry (for all applicants);

The policies and procedures should highlight any potential risks to the licensing objectives and the business itself, and detail how the Applicant will manage those risks. They should also detail any contingency plans that will be in place to address such risks.

Wherever possible the policies and procedures should include flow diagrams/process maps which show how the procedures work in practice, where the escalation and decision making points are, and who is responsible for making the decisions.

For remote licence Applicants, if the Applicant's key equipment and/or staff and/or business is based outside Great Britain, the Applicant must include additional information to satisfy the Commission as to its ability to comply with Licence conditions 15.1 and 15.3. Amongst other things, this information should include details of how the Applicant will ensure it can:

- provide the Commission with access to complete and accurate data on demand and satisfy all data requests from the Commission
- provide the Commission with access to key staff, including within Great Britain if necessary.

Licence Documentation

If the Applicant currently holds any gambling licences, permits, or authorisations with any other regulator or government agency, you must provide copies.

Document Type
Gambling Licences
No documents uploaded
Policies and Procedures
Fame Ventures Licence Application Policy.docx
Fame Ventures Remote gambling and software technical standards.docx

Alternative dispute resolution entity

Please provide the name of the organisation used as the Applicant's alternative dispute resolution entity. We require the details of all of the alternative resolution entities used for all of the licence activities the Applicant currently offers (if applicable) and those the Applicant is applying for as part of this application.

Unresolved disputes will be referred to IBAS:
Independent Betting Adjudication Service
PO Box 62639
London
EC3P 3AS

Domain names

Does the Applicant have any domain names for websites (including mobile sites or mobile device applications) from which it trades or will trade in reliance on the licence from the Gambling Commission, if granted?

Yes

Domain name	Status	White Label	Date from
www.footballindex.co.uk	Inactive		10-Nov-2014

Payment processing

Please provide details of the different payment methods the Applicant will accept for gambling services or facilities, along with name of the organisations who process the payments and who the organisations are regulated by (if applicable). If the Applicant offers a number of different payment methods which are processed by different organisations, please ensure it is clear which payment method is processed by which organisation and who they are regulated by (if applicable).

Please provide details of the payment methods accepted by the Applicant for gambling services or facilities.

Visa, Mastercard, Maestro, Paypal, Neteller, Skrill, Skrill 1 Tap, Skrill Diners, PaySafeCard, Ukash, Bacs, Bank Transfer

Please provide the name(s) of the organisation(s) who processes the payments made to the Applicant for gambling services or facilities.

Footballindex product has been accepted by two Payment Processors (subject to GC license approval)

Credorax (Merchant Acquirer) - through Intelligent Payments (Payment Gateway)

Secure Trading Financial Services (Merchant Acquirer) - through Secure Trading (Payment Gateway)

Please provide the name(s) of the regulators of the payment processing organisation(s) identified in response to the question above.

Credorax: Regulated by Malta Financial Services Association (MFSA) across EU28, and institution licensed under the PSD (Payment Services Directive) Headquarters are in the UK with offices in Malta, the UK, Japan and Israel.

Payment Awards 2014: Winner - Best Merchant Acquirer / Processor

Secure Trading Services - a UC Group Company - regulated in UK by FCA and fully PCI/DSS compliant

Remote key equipment

Equipment Type	Town/City	Operator	Provider
Virtual Event and Game Pages	London	Amazon Web Services	Amazon Web Services
Equipment location 60a Holborn Viaduct London EC1A 2FD United Kingdom			
IP address www.amazon.com			
Licence activities General Betting Standard (Real)			
Equipment Operator Amazon Web Services			
Equipment Provider Amazon Web Services			
Equipment Provider address 60a Holborn Viaduct London EC1A 2FD United Kingdom			
Is the equipment provider detailed above licensed by a regulator? No			
Disaster recovery Yes			
Disaster Recovery Address 60a Holborn Viaduct London EC1A 2FD United Kingdom			
Type of Disaster Recovery Equipment Backup Information and Continued Operations			

Remote documentation

In order to demonstrate that the business has policies and procedures to meet the requirements of the Remote Gambling and Software Technical Standards the Applicant must provide the following information:

- Policies and procedures detailing how the Applicant will comply with the Remote Gambling and Software Technical Standards and the Testing Strategy for Compliance with Remote Gambling and Software Technical Standards;
- An operational model map which shows the location and provider/operator of all systems and activities used by the Applicant to deliver gambling services and facilities;
- A system diagram and commentary which details the end-to-end process from when a person registers, through the gambling process, to the payout of winnings with a commentary of the activities that happen at each stage;
- For remote gambling software applicants, policies and procedures detailing how the Applicant supplies gambling software via remote communication (if applicable);
- The name, address and licence number of all of the organisations who provide gambling software and/or business to business (B2B) gambling provision to the Applicant. If the Applicant is using a third party gambling software supplier or B2B gambling provider (eg poker network), these companies will be required to hold the relevant licences from the Gambling Commission. If the supplier is currently licensed by a government regulator we also require the name of the regulator (if applicable);
- The Applicant's most recent information security report, where applicable.
- Remote licence Applicants, whose remote key equipment is based outside Great Britain, must provide details of how they have made sure the jurisdiction in which they locate the key equipment allows the Applicant to comply with the Commission's requirement that the Commission has access to data when required.
- Remote licence applicants applying under transitional arrangements (i.e operators who already lawfully target British consumers under a licence, permit or other authorisation from an EEA or white listed jurisdiction) must complete the 'Existing Games Information' template with details of all games they currently offer to British consumers.

Further guidance regarding the information we require can be found by clicking the help at the top of the page.

If you have multiple documents for each type of document to upload please ensure it is clear what each document relates to and that all relevant documents have been uploaded.

Document Type
Existing Games Information
Game Play Rules - FootballIndex.docx
FAME ventures limited - FootballIndex - remote gambling Ts & Cs.docx
Game Summary from Regulatory Perspective.docx
GC- Customer User Experience.docx
Gambling Software Supply Details
No documents uploaded
Information Security Report
No documents uploaded

Operational Model Map

Footballindex Operational Model.pdf

System Diagram

footballindex system diagram.jpg

Technical Standards and Testing Strategy

No documents uploaded

Management details

Do you believe the Applicant qualifies for Small Scale Operator exemption (SSO)?

Yes

Name	Date of Birth	Position
[REDACTED]	[REDACTED]	[REDACTED]
Role	Main Role	Additional Role
Overall strategy and delivery of gambling	N/A	N/A
Financial planning, control and budgeting	N/A	N/A
Regulatory compliance	N/A	N/A
Marketing and commercial development	N/A	N/A
Gambling related IT provision and security	Yes	No
Nominated Officer for Anti-Money Laundering and Associated Purposes	No	Yes
Major investor, owner or partner	N/A	N/A
Percentage equity share	0.00%	
Approved by the Gambling Commission Yes		
Please indicate in what capacity this individual is currently approved? PML		
Please provide their Personal Management Licence number. [REDACTED]		
Approved by another jurisdiction/regulator No		

Name	Date of Birth	Position
Mr. Adam Cole	20-Apr-1950	CEO
Role	Main Role	Additional Role
Overall strategy and delivery of gambling	Yes	No
Financial planning, control and budgeting	No	Yes
Regulatory compliance	N/A	N/A
Marketing and commercial development	No	Yes
Gambling related IT provision and security	N/A	N/A
Nominated Officer for Anti-Money Laundering and Associated Purposes	N/A	N/A
Major investor, owner or partner	Yes	No
Percentage equity share	48.00%	
<p>Approved by the Gambling Commission No</p> <p>Please indicate whether this individual will be submitting a Personal Management Licence (PML) application or Annex A Personal Declaration. PML</p> <p>Approved by another jurisdiction/regulator No</p>		

Name	Date of Birth	Position
[REDACTED]	[REDACTED]	[REDACTED]
Role	Main Role	Additional Role
Overall strategy and delivery of gambling	N/A	N/A
Financial planning, control and budgeting	N/A	N/A
Regulatory compliance	Yes	No
Marketing and commercial development	N/A	N/A
Gambling related IT provision and security	N/A	N/A
Nominated Officer for Anti-Money Laundering and Associated Purposes	N/A	N/A
Major investor, owner or partner	N/A	N/A
Percentage equity share	0.00%	
<p>Approved by the Gambling Commission Yes</p> <p>Please indicate in what capacity this individual is currently approved? PML</p> <p>Please provide their Personal Management Licence number. [REDACTED]</p> <p>Approved by another jurisdiction/regulator No</p>		

Shareholders

The Gambling Commission needs to know who has a financial interest in the business including individuals and entities who have a 3% or more equity share in the Applicant.

The Key Personnel with Equity section below will detail any key personnel who have already been identified as holding an equity share percentage in the Applicant entity (if applicable).

The Additional Shareholders section below should be used to provide the details of any other individuals or companies who have a 3% or more equity share in the Applicant.
Any key personnel who have already been identified in the Management section as holding an equity share percentage in the applicant entity will appear in the table below.

Name	Equity Share
Mr. Adam Cole	48.00%

Additional shareholders

Do any additional shareholders have a 3% or more share in the Applicant?

Yes

Name	Type	Equity Share
[REDACTED]	Individual	48.00%
Name [REDACTED]		
Date of birth [REDACTED]		
Has this individual been approved by the Gambling Commission? No		
Percentage equity share 48.00%		
Has this individual or company been approved by, or will be seeking approval from, another jurisdiction and/or regulator? No		

Ownership interests and beneficial interests

Does or will any person have an interest in the ownership or other beneficial interest in the Applicant (eg as a security holder)?

No

Other investors

Have any individuals, not already named, invested in the Applicant over the past five years (excluding equity), and/or have any interest in the Applicant?

No

Other associated individuals or companies

Does the Applicant have any other company or individual acting on its behalf in the state or jurisdiction of application or elsewhere?

No

Companies related to applicant

Are there any companies which are related to the Applicant as intermediary, holding and subsidiary companies?

No

Joint venture

Has the Applicant entered into any joint venture arrangements with any other organisation within the past 5 years in relation to the development, ownership, management, or operation of any gambling related business?

No

Share capital and securities

Does the company have share capital and securities?

No

Former management

Does the Applicant have any former officers, Directors, Partners, Trustees and Company Secretaries who have ceased to hold office during the last 5 years?

No

Former businesses

Are there any former businesses which are not identified in previous questions and which the Applicant or its related companies have engaged for the past 5 years?

No

Management structure and entity ownership

The Gambling Commission needs to understand the structure of the Applicant organisation. This includes how the Applicant will operate on a daily basis, who the key personnel are, who has a financial interest in the Applicant, who owns the Applicant, and if the Applicant is part of a group, the details of all entities within the group and details of the relationships between those entities.

In order to establish these aspects the Gambling Commission requires the following documentation:

- An up to date management structure;
- The current ownership structure; and
- A group structure (if applicable).

Further guidance regarding the information we require can be found by clicking the help icon next to the Document Type.

If you have multiple policies and procedures documents to upload ensure all relevant documents have been uploaded.

Document Type
Group Structure
No documents uploaded
Management Structure
Fame Ventures Organisation Chart.jpg
Ownership Structure
Share Register (1).pdf

Applicant bank accounts

Does the Applicant currently hold, or previously held, any bank, building society, or similar financial institution accounts in the past 5 years?

Yes

Name of bank	Branch	Account number	Authorised signatories
██████████	██████████	██████████	Mr. Adam Cole

Other bank accounts

During the last 5 years, has the Applicant, its parent company or any subsidiary maintained any bank account, whether domestic or foreign, which is not reflected on the Company's books or records?

No

Employee and 3rd party knowledge

Do any present or former, employees or third parties have knowledge or information concerning the above question?

No

Nominee accounts

During the last 5 years , has the Applicant, its parent company or any subsidiary maintained any numbered account or any account in the name of a nominee for the Company?

No

Employee and 3rd party knowledge

Do any present or former, employees or third parties have knowledge or information concerning the above question?

No

Securities held by the Applicant

Does the Applicant or its related companies hold any securities or similar investments in any gambling related business?

No

Contracts and agreements

Does the Applicant have contracts or agreements of USD \$250,000 or more in value with any persons or has the Applicant received USD \$250,000 or more in goods or services from any persons in the past six months?

No

Auditors and accountants

Has the Applicant engaged any auditors or accountants over the past 5 years?

No

Loans obtained by the Applicant

Has the Applicant obtained a loan or financial agreement from any person, company, or institution within the past 5 years?

No

Loans and donations

During the last 5 years, has the Applicant, its parent company, subsidiary, related companies or any director, employees or third parties of the Company performed the following transactions:

- I. donated or loaned funds for the purpose of opposing or supporting any government, political party, candidate or committee, whether domestic or foreign?
- II. donated or loaned property or anything of value for the purpose of opposing or supporting any government, political party, candidate or committee, whether domestic or foreign?
- III. made any loans, donations or other disbursements to any of its directors, officers, employees or any third parties for the purpose of reimbursing such individuals for political contributions, whether domestic or foreign?

No

Employee and 3rd party knowledge

Do any present or former, employees or third parties have knowledge or information concerning the above question?

No

Debt information

Does the Applicant have any debt that has yet to be repaid or debt forgiveness of an amount equal to or above 100,000 USD for the past 5 years?

No

Financial documentation

The Gambling Commission has to consider whether an applicant has the necessary financial resources available to be able to provide gambling services or facilities in a manner consistent with the licensing objectives of the Gambling Act 2005 and the Licence Conditions and Codes of Practice. In order to assess the financial aspect of the application the Gambling Commission requires the financial documentation detailed below.

Further guidance regarding the information we require can be found by clicking the help icon next to the document type.

If you have multiple documents for each type of document to upload please ensure it is clear what each document relates to and that all relevant documents have been uploaded.

Document Type
Annual Reports supplied to regulators
No documents uploaded
Annual Returns
CT600 return 06.11.12-05.11.13.pdf
CT600 return 06.11.13-30.11.13.pdf
Audited and Financial Projections
No documents uploaded
Bank Statements
Statement--600541-24681571--2-08-2014-1-09-2014.pdf
Statement--600541-24681571--2-09-2014-1-10-2014.pdf
Statement--600541-24681571--2-10-2014-31-10-2014.pdf
Statement--600541-24681571--1-11-2014-1-12-2014.pdf
Bonus or Profit Sharing and Pension Schemes
No documents uploaded
Business Plan
Fame Ventures LTD - Business Plan.pdf
Credit Reports
No documents uploaded
Financial Projections
FootballIndex - P & L 05.01.15.xlsx
Individuals Compensation

No documents uploaded

Insolvency, administration or liquidation report

No documents uploaded

Proof of Funding



A Cole Statement.PNG

A Cole October statement.PNG

FV statement 30 Dec 14.PNG

Public debt and equity offering Reports supplied to regulators

No documents uploaded

Public Debt and Equity Offerings

No documents uploaded

Creditor or composition agreements

Has the Applicant or any related company entered into any agreement or arrangements with its creditors to forestall receivership, liquidation or insolvency?

No

Appointed administrators

Has an administrator, receiver, receiver and manager, liquidator or provisional liquidator been appointed to the Applicant or its related companies due to insolvency?

No

Charges as a result of administration

Were there any charges brought against the Applicant, or any related companies of the Applicant or officers of the Applicant or a related company as a result of an Administrator, Receiver or Liquidator being appointed?

No

Bankruptcy or insolvency

Has the Applicant or any related companies, had any petition under any bankruptcy or insolvency law, filed by or against it in the last 5-year period?

No

Has the Applicant or any related companies, sought relief under any bankruptcy or insolvency law in the last 5-year period?

No

Insolvency investigations

Has the Applicant or its related companies been investigated or issued show cause notices, consent notices, consent agreements, fines and other disciplinary actions by a casino, gaming or betting regulatory body due to insolvency?

No

Legal advisers

Has the Applicant engaged any legal advisers, solicitors and/or legal consultants in the jurisdiction during the last 5 years?

Yes

Name of legal adviser	Country	Start date	Service rendered
Joelson Wilson LLP	-	19-Sep-2014	Advice with regards to GC gambling compliance and current Operator and Software (...)
Services rendered Advice with regards to GC gambling compliance and current Operator and Software License Applications			
Start date 19-Sep-2014			

Investigations

Is the Applicant subject to any current, previous or pending investigation by any statutory, regulatory or governing body in respect of any gambling activity, gambling licence, certificate or permit held in the last 5 years?

No

Investigation refusals

Has the business entity, any of its subsidiaries, directors, trustees or officers ever refused to testify before, to answer a question asked by, or to take a polygraph exam administered by any governmental agency, court, committee, royal commission, charging body or grand jury (if applicable) or investigatory body (municipal, state, county, province, federal, national, etc.)?

No

Government inquiry

Has the Applicant, or its related companies, been the subject of derogatory findings arising out of a royal commission, judicial inquiry or other government inquiry?

No

Stock exchange breaches

Has the Applicant or its related companies been fined, suspended or reprimanded for breaches of any stock exchange listing rules, including judgement, order, consent decree or consent order pertaining to violation or alleged violation of federal antitrust, trade regulation, securities laws or similar laws of any state, province or country entered against the Applicant?

No

Civil litigation

Is the Applicant, its parent or any subsidiary, presently a party to any existing civil litigation, whether in this state or in another jurisdiction? Do not include any litigation in which the damages may not reasonably be expected to exceed USD\$100,000, or litigation in which damages may be expected to exceed USD\$100,000, but which claims against the business entity which are fully and completely covered under an insurance policy held by the business entity with a licensed insurance carrier.

No

Insurance claims

Has the Applicant made any insurance claims of an amount or above USD\$500,000 within the last 5 years?

No

Bribes and kickbacks - company

During the 5 last years, has the Applicant, its parent company, subsidiary, director, officer, employee or any third party who is acting on behalf of the Company, made or received any bribe or kickback or made or received any payments alleged to have been bribe or kickback to any employee, company or organisation, to obtain favourable treatment?

No

Bribes and kickbacks - government

During the 5 last years, has the Applicant, its parent company, subsidiary, director, officer, employee or any third party who is acting on behalf of the Company, made or received any bribe or kickback or made or received any payments alleged to have been bribe or kickback to any employee, company or organisation, to obtain favourable treatment?

No

Criminal proceedings

Definitions for purposes of this question

*"Charge" includes any indictment, complaint, information, summons, or other notice of the alleged commission of any "offence".

*"Offence" includes all felonies, crimes, high misdemeanours, disorderly persons offences, and petty disorderly persons offences.

Has the business entity or any of its subsidiaries, directors, trustees, or officers ever been indicted, charged with or convicted of a criminal or disorderly persons offence or been a party to or named as an unindicted co-conspirator in any criminal proceeding in any jurisdiction? Answer yes even if: (1) the business entity, its directors, trustees, or officers did not commit the offence charged; (2) the charges were dismissed; (3) the business entity, its directors, trustees, or officers were not convicted; or (4) the charges or offences happened a long time ago.

No

Information request

Question	Response
the Applicant will produce copies of income tax returns including confirmation by tax authorities that the Applicant has complied with tax laws	Yes
the Applicant will produce copies of minutes of shareholders and directors meetings	Yes
the Applicant will produce any information relevant to the published Financial Statements	Yes
the Applicant will authorise the release of any other information reasonably required by an officer of the Gambling Commission or person authorised by the Gambling Commission	Yes

Other information

Please provide any other information which you believe the Gambling Commission would reasonably expect notice of, or that you would like to be taken into account when considering this application.

Due to pressure of business we relied on third parties to handle the original application. With hindsight this was a mistake, and I've now made the application personally, with some advice from Joelson Wilson, consequently 100% familiarised myself with all aspects of the application process, and all implied requirements.

Administration

Public register

The Gambling Commission is required to publish the fact that the Applicant has made an application for an Operating Licence on a public register. Whilst the application is pending, the Applicant may object to the details appearing, or may request that reduced address details be displayed on the register. If the application is granted the details **must** be displayed. However, you can request that only reduced address details are shown (i.e. just town/city).

Does the Applicant have any objections to details appearing on the public register?

No

Online administrator

The Gambling Commission's eServices – Operator system allows a licensed operator to pay any outstanding invoices, view their operating licence(s), submit key events, LCCP notifications, regulatory returns, lottery submissions and make applications online. This individual is referred to as an online administrator and they must have a valid email address as this will be used as part of their login

Are you going to be the online administrator, if the application is granted?
--

Yes

Financial year end

Please confirm the date of the end of the Applicant's financial year.

Financial year end date

30-Nov

Declaration

The following declaration must be signed in all cases by a duly authorised officer of the Applicant.

Should the information provided in relation to this application cease to be correct, or if there are any changes in the information provided between the date the application was submitted and the date it is determined, it is the Applicant's responsibility to advise the Gambling Commission immediately. Failure to do so could result in any licence subsequently issued being reviewed and possibly revoked. Should the Applicant hold a licence in any other jurisdiction and any investigation or regulatory action has commenced then this will be considered as part of the overall application assessment. It is the Applicant's responsibility to advise the Gambling Commission immediately of any commencement of any action.

The Gambling Commission may require confirmation or further information from third parties in respect of any evidence or documentation I/we have provided in support of this application. I/We agree to grant authorisation for the Gambling Commission to request and receive information about me/us from those third parties.

I agree to provide authority for the Gambling Commission to obtain bank references.

I understand that any misrepresentation or failure to reveal information or grant any authorisation requested may be deemed to be sufficient cause for the refusal or revocation of a licence.

I certify that the financial projections provided have been approved and adopted by the board (or equivalent) and that the accounts provided have been approved by a certified independent accountancy body/individual and adopted by the board (or equivalent), and that the Directors (or equivalent) have a reasonable expectation that the licensed entity has adequate resources to continue in operational existence for the foreseeable future.

I certify that all documentation provided is either original or a true copy.

I certify to the best of my knowledge that the information given in this application is complete and correct in every respect and that all material information has been included.

I agree to notify the Gambling Commission should any of the information given in this application change.

I understand that if the Applicant receives a licence, that fact will be placed on a public register.

First name(s)	Adam
Last name	Cole
Position	CEO
Please read the below statement and tick the box to confirm your understanding and agreement: I certify that I am a duly authorised officer of the Applicant with the authority to sign this declaration and submit this application. I understand that in recording my name and position, that record has the same force and effect as a signature affixed by hand.	Yes
Date of declaration	08-Jan-2015

Authorisation of release

The application is not complete until the Authorisation for release of information document has been signed by an appropriate authorised person and received by the Gambling Commission.

If you have completed a copy of this document, electronically, please upload it below.

Please click the “Confirm Declaration” button below to progress to the next page and finalise the application

Document Type
Authorisation of release form
No documents uploaded

Payment

Fees Summary

The table below shows a summary of the licence activities that the Applicant is applying for. Please confirm that the activities below are correct before proceeding further.

If the Applicant is applying for multiple activities, they may be eligible for a discount on the application fee. If this is the case, it will be shown as an operating discount below.

Product	Fee Category	Cost
Remote		
General betting (standard) (real events)	F	£3,259.00
Gaming machine technical: software	F	£977.00
Total operating licence costs		£4,236.00
Total operating licence discount		-£732.75
Total application fees (payable on application)		£3,503.25

Pay online

If you wish to pay the application fee via credit or debit card, you may do so online.

Would you like to pay online?

Yes

Application 1801: Associated Document Summary

Filename	Associated Entity
A Cole October statement.PNG	
A Cole Statement.PNG	
[REDACTED]	
CT600 return 06.11.12-05.11.13.pdf	
CT600 return 06.11.13-30.11.13.pdf	
Fame Ventures Cert of Incorpor.pdf	
Fame Ventures Licence Application Policy.docx	
FAME ventures limited - FootballIndex - remote gambling Ts & Cs.docx	
Fame Ventures LTD - Business Plan.pdf	
Fame Ventures Mem & Arts.pdf	
Fame Ventures Mem & Arts.pdf	
Fame Ventures Organisation Chart.jpg	
Fame Ventures Remote gambling and software technical standards.docx	
FootballIndex - P & L 05.01.15.xlsx	
Footballindex Operational Model.pdf	
footballindex system diagram.jpg	
FV statement 30 Dec 14.PNG	
Game Play Rules - FootballIndex.docx	
Game Summary from Regulatory Perspective.docx	
GC- Customer User Experience.docx	
Share Register (1).pdf	
Statement--600541-24681571--1-11-2014-1-12-2014.pdf	
Statement--600541-24681571--2-08-2014-1-09-2014.pdf	
Statement--600541-24681571--2-09-2014-1-10-2014.pdf	
Statement--600541-24681571--2-10-2014-31-10-2014.pdf	

[REDACTED]

From: [REDACTED]
Sent: 20 March 2015 14:00
To: 'Adam Cole'
Subject: Account ID 38866
Attachments: MTG2-Fame Ventures Ltd.pdf

Dear Mr Cole

Account ID
Fame Ventures Limited

Having carefully considered the application in full, the Commission is minded to grant the application subject to individual conditions included in the attached letter which the Commission intends to attach to the operating licence. Please confirm in writing as soon as possible and no later than 24 March 2015 whether you agree to the attachment of the proposed conditions.

[REDACTED]
Gambling Commission
4 Floor, Victoria Square House
Victoria Square
Birmingham
B2 4BP

[REDACTED] gamblingcommission.gov.uk
www.gamblingcommission.gov.uk

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 [Follow us](#)

 **Think of the environment before printing out this message**

All information - including email communications - may be subject to disclosure under the Freedom of Information Act.

GAMBLING COMMISSION

[REDACTED]
Joel Wilson LLP
30 Portland Place
London
W1B 1LZ

03 February 2015

Dear [REDACTED]

**Application for a Remote General Betting Standard – Real Event Category F
Operating Licence
Account ID: 38866
Operating Name: Fame Ventures Limited**

I refer to the above operating licence application, which was resubmitted to the Gambling Commission ('the Commission') on 12 January 2015.

Having carefully considered the information supplied by Fame Ventures Limited, the Commission is not reassured that granting the licence is likely to be reasonably consistent with the pursuit of the licensing objectives. Our concerns are set out in detail below.

- Please provide a full job description for each individual summarised in the Business Plan. This will assist the Commission to understand the role and responsibility of each individual and identify who occupies key management roles and ensure that the appropriate individuals have applied for Personal Management Licences
- Under what conditions have [REDACTED] and [REDACTED] been appointed by Fame Ventures Limited. Are they employees or acting on a consultancy basis. If it is a consultancy basis details of their terms of commitment to the business and copies of contracts are required.
- The business plan states Joleson Wilson and Sam Rogoff Co Ltd will be part of the management team. What services will they provide to Fame Ventures Limited and are there contracts in place, if so copies will need to be supplied.
- Please provide a copy of the Heads of Term agreement with Trinity Mirror Group. In addition, if any other publishing partners have agreed Heads of Terms we will also require copies of those agreements.
- The Business Plan states "each "future" has a life to 3 years, after which time the Future pays no further dividends – consequently the bet is closed and attracts no further liability." What commitment is there to the customer if Fame Ventures Limited decides to stop trading this particular product before the future has reached the end of the 3 year lifecycle. In order that the customer can make an informed decision on the bet The Commission would expect to see this information in the terms and conditions.



Victoria Square House
Victoria Square
Birmingham B2 4BP

T 0121 230 6666
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www.gamblingcommission.gov.uk

MTR2

- Additionally what contingency plans are in place should “The Football Buzz” provider stop trading.
- The first Business Plan submitted for Fame Ventures Limited outlined plans to offer promotions to customers such as a £20 bonus. Do they still intend to offer such schemes and if so please provide the details.
- As it is a requirement that all operators must ensure that gambling products have been tested before they are released to the market can you please provide the test report from NMI.

Next steps

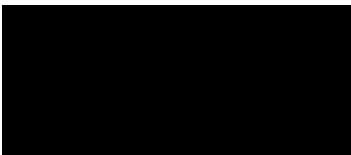
Please provide a response to the points above by 10 February 2015.

If, following a consideration of further information and representations, we are still minded to refuse the application; Fame Ventures will have a right to request a hearing before a Regulatory Panel. Further information about Regulatory Panels is available on our website.

If no information is received, we will make a decision based on the information currently available. At the moment the Commission is still minded to refuse the application.

When corresponding with the Gambling Commission on this matter, please quote the account ID number above. If you have any queries regarding the information requested please contact us on 0121 230 6666.

Yours sincerely

A large black rectangular redaction box covering the signature area.Two smaller black rectangular redaction boxes covering contact information, likely a phone number and email address.

[REDACTED]

From: [REDACTED]
Sent: 03 February 2015 13:45
To: [REDACTED]
[REDACTED] Account ID 38866 RSEERY
Attachments: MTR2 Letter - Fame Ventures Ltd.pdf

Dear [REDACTED]

Application for a Remote Licence
Account ID: 38866
Operating Name: Fame Ventures Limited

Please see attached letter in relation to the above application

[REDACTED]
Gambling Commission
4 Floor, Victoria Square House
Victoria Square
Birmingham
B2 4BP

[REDACTED] [@gamblingcommission.gov.uk](mailto:[REDACTED]@gamblingcommission.gov.uk)
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[REDACTED]

From: Adam Cole [REDACTED]
Sent: 20 March 2015 15:17
To: [REDACTED]
Subject: Re: Account ID 38866

Hi [REDACTED]

That's brilliant news gratefully received.

Yes, we agree to attached conditions and shall be back in touch with the test results as requested in due course

With thanks

Regards

[REDACTED]

[REDACTED]

Adam Cole
Founder & CEO

[REDACTED]

www.fameventures.co.uk

On Fri, Mar 20, 2015 at 2:00 PM, [REDACTED]@gamblingcommission.gov.uk> wrote:

Dear Mr Cole

Account ID

Fame Ventures Limited

Having carefully considered the application in full, the Commission is minded to grant the application subject to individual conditions included in the attached letter which the Commission intends to attach to the operating licence. Please confirm in writing as soon as possible and no later than 24 March 2015 whether you agree to the attachment of the proposed conditions.

[REDACTED]

[REDACTED]

Gambling Commission

4 Floor, Victoria Square House

Victoria Square

Birmingham

B2 4BP

[REDACTED]

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