



London
Stock Exchange Group

RNS Service Agreement

RNS Service Agreement

Guidance

- i) This Service Agreement must be completed and submitted to us in order to give your organisation access to Announcement services and other RNS products.
- ii) Having completed the Service Agreement, please return a signed copy, together with the direct debit mandate, to RNS Customer Services.
- iii) Once your agreement has been approved we will contact you with usernames and passwords.

If you have any difficulty in completing this Service Agreement please contact RNS Customer Services.

General

- i) This Service Agreement forms part of the Agreement and capitalised terms used in this Service Agreement shall have the meanings set out in the attached Terms and Conditions.
- ii) RNS Customer Services can be contacted by phone: +44 (0)20 7797 4400, by fax: +44 (0)20 7588 6057, by email: rns@lseg.com or by post at RNS, London Stock Exchange, 10 Paternoster Square, London EC4M 7LS.

The information provided in this Service Agreement will be used by the Exchange for the purposes of the Agreement, in accordance with the Exchange's Privacy Policy (published on the Exchange's Corporate Website), the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulations 2003.

Subscriber details

The Exchange may use the Subscriber's data for marketing research purposes and to send marketing material and information about other Exchange products and services which may be of interest to you.

Please tick the appropriate boxes if you **do not** wish the Exchange to contact you by:

E-mail Fax Phone Post

The Exchange may also provide Customer data to carefully selected third parties (including subsidiary companies of the Exchange) who may contact you about services that may be of interest to you.

If you **do not** wish such third parties to contact you, please tick this box:

Notes for completion

All customers should complete Sections 1, 2 and 7. If you intend to submit announcements via a third party agent please add their details to Section 3. If you wish to submit announcements directly using RNS' electronic submission method please complete Section 4.

If you would like RNS to file your announcements through the SEC's EDGAR system, or to other designated stock exchanges served by RNS, please complete Section 6. This Section should also be completed if you wish to make use of RNS's extensive global media distribution services.

RNS Service Agreement

1. Customer Details

Please provide your organisation's name and contact details, including any alternative address for invoicing purposes (see below).

Organisation

Address

Country

Postcode

Telephone

Fax

Website

2. RNS Primary Contact

Please provide the following details for the individual you wish to nominate as your company's primary contact for RNS correspondence and operational issues.

Name

Telephone

Position

Email

3. RNS Invoicing Contact (if different from 2. above)

Address

Postcode

Country

Contact Name

:

Telephone

Position

Email

RNS Service Agreement

RNS Account Profile – Please tick the relevant box below to help us set up your account appropriately)

We are/will be a quoted/listed company disclosing under UKLA Listing Rules:	
We are/will be a quoted/listed company disclosing under AIM Rules:	
We are/will be a quoted/listed company disclosing in accordance with the requirements of an EEA regulated market other than the UK:	
We are a financial public relations agency submitting announcements for third party clients:	
We are a Nomad/Broker submitting announcements for third party clients:	
We are an intermediary/agent (excl. above types) submitting announcements for third party clients:	
We are an investment trust (please name your fund management company below):	
We are institutional investors disclosing under Takeover Panel Rules:	
I am a private individual disclosing under Rule 8 of the Takeover Panel Code:	
Other – please state below:	

4. Agents

If your organisation wishes to appoint an Agent to act on its behalf in relation to the Contract (including submission of Announcements and/or Filings), enter their details below. Alternatively your Super User can undertake this authorisation online via the MANAGE tab

I confirm that the following Agents are authorised to release announcements via RNS on our behalf:

5. User logins for UK Regulatory Disclosure and other distribution services

Please fill in details for new Users in your organisation who will need to have access to our online announcement submission system. The attached Terms and Conditions govern the provision of Announcement services and individual Users shall be bound by the Agreement through acceptance of its terms on their behalf by the Customer. Any third party agents authorised by you will have their own access logins and need not be detailed in this section.

Super Users will have the same permissions as Standard Users but will also possess the ability to control access to your account and have other general account management and audit functions, such as:-

- Add/delete/lock/unlock Standard User profiles
- Order and activate AVS security numbers
- Authorise a third party agent to submit announcements on their behalf (only for companies)
- Set up new Standard User accounts

RNS Service Agreement

AUTHORISED USERS – (NB. Super Users will have access to audit and control functions, AVS numbers, etc.)

Full Name

Email

Telephone Number

Super User or Standard User

AUTHORISED USERS – (NB. Super Users will have access to audit and control functions, AVS numbers, etc.)

Full Name

Email

Telephone Number

Super User or Standard User

AUTHORISED USERS – (NB. Super Users will have access to audit and control functions, AVS numbers, etc.)

Full Name

Email

Telephone Number

Super User or Standard User

AUTHORISED USERS – (NB. Super Users will have access to audit and control functions, AVS numbers, etc.)

Full Name

Email

Telephone Number

Super User or Standard User

AUTHORISED USERS – (NB. Super Users will have access to audit and control functions, AVS numbers, etc.)

Full Name

Email

Telephone Number

Super User or Standard User

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6. Additional RNS Distribution Services

RNS provides regulatory and non-regulatory press release distribution across the globe. These are additional services which you can select when submitting your announcements. For full details please refer to our price list. If you would like to benefit from these services, please provide the following additional information:

City & Country of HQ*

ISIN No

Stock Ticker Code:

Exchange(s) Traded:

Principal Business Activity

Industry Classification

CIK No. (EDGAR only)

CCC No. (EDGAR only)

*These details will be included in the dateline of a release unless separate instructions are provided

7. Customer acceptance

Signed for and on behalf of the recipient

Signed

Name (please print)

Position

Date signed

8. Acceptance (Exchange use only)

Your Service Agreement is hereby confirmed and accepted. Signed for and on behalf of the Exchange.

Signed

Name (please print)

Position

Date of acceptance

Terms and conditions

This Agreement is between:

- 1) London Stock Exchange plc, a company incorporated in England with registered number 2075721 and whose registered office is at 10 Paternoster Square, London EC4M 7LS (the "Exchange"), and
- 2) The Customer.

1.0 Service Provision

- 1.1 In consideration of the payment of the Charges the Exchange agrees to provide the Services to the Customer subject to the Terms and Conditions of the Agreement.

2.0 Security

- 2.1 The Customer shall ensure that all AVS Security Numbers issued to it are kept secure and confidential and that access to those Security Numbers is restricted to its Users.
- 2.2 The Customer shall ensure that its Users keep the usernames and passwords (issued to them by the Exchange) confidential and that they do not disclose these to anyone.
- 2.3 The Customer shall ensure that the Customer and Billing contact details are kept up to date and the Exchange shall be notified in writing of any changes to such details.
- 2.4 The Customer shall ensure that any changes in its Super Users are notified to the Exchange.

3.0 Content

- 3.1 The Exchange will not edit the Content of any Announcement other than where Clause 3.7 applies. However it may refuse to distribute an Announcement if, in its view, or the view of any third party distribution channel, the Content is unsuitable for distribution.
- 3.2 If an Announcement is a Regulatory Announcement the Customer shall ensure that it is properly identified as such.
- 3.3 When the Customer submits an Announcement it shall ensure that the Content of that Announcement is:
 - 3.3.1 suitable for distribution to the general public;
 - 3.3.2 in English (and if it is written Content, that it is in the form of a clean print copy);
 - 3.3.3 relates to a Company or its business;
 - 3.3.4 not misleading, false or deceptive; and
 - 3.3.5 complies with any applicable regulatory and legislative requirements.
- 3.4 The Customer grants the Exchange a royalty free, non-exclusive, non-transferable irrevocable licence to distribute its Announcements, to sub-licence third parties to distribute those Announcements and to use any or all of the Content and the Media Content for the purposes of providing the Services and generating or maintaining databases of Company information. The Exchange may include links from Announcements to the Exchange's website.
- 3.5 The Customer may access third party websites via hypertext links contained in a Site. The Exchange does not endorse or approve these third party websites and accepts no responsibility or liability for such websites.
- 3.6 The Customer is responsible for the Content, timeliness and completeness of all Announcements, and shall be liable for any loss, cost or liability incurred by the Exchange as a result of the Customer's breach of duty whether in statute, contract or tort (including negligence). The Customer shall notify the Exchange in writing (separate from any legend on the Announcement) of any restrictions on distribution which it wishes to be applied to the Announcement.
- 3.7 When submitting an Announcement to EDGAR the Exchange will only edit the content of Announcements (which are not 6K Filings ordered for publication via RNS) if so instructed by the Customer prior to submission of the Announcement by the Exchange to EDGAR. Subject to Clause 5.3, the Exchange shall not be liable for either:
 - 3.7.1 Any delays in submission of the edited Announcement to EDGAR and/or
 - 3.7.2 Any inaccuracies in the Content of any edited Announcements submitted to EDGAR.

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- 3.8 When the Customer submits an Announcement for submission to EDGAR, it shall, where applicable, provide to the Exchange details of the relevant fee to be paid to the SEC together with the reference number for such fee.

4.0 Payment

- 4.1 The Exchange shall charge the Customer a Charge for each Announcement made by that Customer and such sums shall be set out in an Invoice and shall become due as soon as such Announcement has been distributed through RNS or, where applicable, submitted to EDGAR or other distribution channels.
- 4.2 Subject to Clause 7, the Invoice shall give details of all Charges incurred by the Customer since the date of the previous Invoice and all sums detailed therein shall be payable within 30 days of such Invoice. Unless the parties otherwise agree the Invoice shall be made out and sent to the Customer marked for the attention of the billing contact specified on the Service Agreement.
- 4.3 The Customer shall pay or procure payment of the Invoice by remitting all sums due (together with any value added tax payable thereon) by direct debit to the bank account specified by the Exchange (or by such other payment method as the parties may agree). All sums outstanding after the specified payment date shall accrue interest on a daily basis at a rate of 3% above the HSBC Bank plc base rate.
- 4.4 The Exchange reserves the right to amend the Agreement from time to time. If the amendment is an increase in Charges or a material change to these Terms and Conditions then the Exchange shall give the Customer at least one month's written notice. Upon receipt of such notice the Customer shall be entitled to terminate the Agreement by giving at least one week's written notice to expire on the date on which such revision would have taken effect.
- 4.5 Where announcements are submitted to EDGAR, the Exchange shall not be responsible for any loss suffered by the Customer as a result of any failure to disseminate or distribute any Announcement due to technical problems with a third party's distribution channel.

5.0 Liability

- 5.1 Neither party shall be liable to the other for any delay in performance or non-performance of its obligations hereunder to the extent that such delay or non-performance is caused by a Force Majeure Event.
- 5.2 In no circumstances (other than circumstances of fraud, dishonesty or wilful misconduct on the part of the Exchange) shall the Exchange be liable for damage to reputation, loss of profit, goodwill, business opportunity or anticipated savings suffered by the Customer or any third party as a result of any misrepresentation or breach of duty by the Exchange whether in statute, contract or tort (including negligence).
- 5.3 Subject to Clause 5.2 the Exchange shall be liable for any loss suffered by the Customer as a result of the Exchange's breach of duty whether in statute, contract or tort (including negligence) however its liability in such circumstances shall be limited to the Agreed Sum per occurrence or series of occurrences arising from a single cause. For the avoidance of doubt, the Exchange shall not be liable for any loss suffered by the Customer as a result of any failure to disseminate or distribute any Announcement due to technical problems with a third party's distribution channel.
- 5.4 The Customer shall ensure that its Users comply with the Agreement and the Customer agrees that it shall be liable for the acts and omissions of its Users in connection with the Agreement.
- 5.5 The Customer shall indemnify the Exchange against any damage, liabilities and expenses incurred by the Exchange (either as a result of a claim by a third party or otherwise) as a result of or in connection with the Customer's (including its Users and Agents) submission of any Announcement for publication on the EDGAR Service.

6.0 Termination and suspension

- 6.1 Either party shall be entitled forthwith to terminate the Agreement by written notice to the other party if:
- 6.1.1 The other party goes into liquidation, other than for the purposes of amalgamation or reconstruction, or has a receiver, manager, administrator or like person appointed under the Insolvency Act 1986, and such appointment is not discharged within 30 days of being made; or
- 6.1.2 The other party takes or is subject to any action similar to that specified in Clause 6.1.1 in any jurisdiction outside England; or
- 6.1.3 The other party commits a material breach (including non-payment of any Charges) of any of its obligations hereunder and has not remedied the same (if capable of remedy) within 20 days of receipt of a notice clearly specifying the breach; or
- 6.1.4 The Exchange is prevented from complying with its obligation hereunder as a result of a Force Majeure Event for a period of 20 days or more.
- 6.2 Either party may terminate this Agreement by giving the other party at least one month's written notice.

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- 6.3 The Exchange reserves the right to suspend the Services and the Exchange's obligations under the Agreement immediately, during any investigation of a suspected breach of Agreement by the Customer. However, such suspension shall only be for the course of the investigation.

7.0 Use of agents

- 7.1 The Customer may be a Company or an Agent acting on behalf of a Company. The Exchange will not accept an Announcement from an organisation which has no Agreement in place with the Exchange.
- 7.2 The Exchange will only accept Announcements submitted by an Agent on behalf of a Company if the Exchange receives a written authorisation in respect of the Agent (in a form acceptable to the Exchange) from that Company together with a signed Agreement from that Company.
- 7.3 Where the Customer is a Company making Announcements about its business, the Customer:
- 7.3.1 Acknowledges that if it appoints or has previously appointed an Agent then the Agent shall be presumed to have authority to act on behalf of the Customer in all matters connected with the Contract (including submitting Announcements and incurring Charges). If the Customer wishes to limit the authority of its Agent in any way it may do so by sending the Exchange written notice to that effect;
 - 7.3.2 Shall ensure that its Agents comply with the Agreement;
 - 7.3.3 Agrees that it shall be liable for the acts and omissions of its Agents (including Charges relating to Announcements submitted by Agents on its behalf) in connection with the Agreement;
 - 7.3.4 Acknowledges that its Invoice will not detail Charges for Announcements submitted on its behalf by an Agent unless that invoicing method has been agreed to by all parties; and
 - 7.3.5 Acknowledges that the Exchange may agree volume discounts with certain Agents and in these circumstances, if the Customer has agreed to be invoiced for Charges incurred by its Agent, its Invoice will include the full Charge and any rebate will be paid to the Agent and will not be itemised in the Invoice.
- 7.4 Where the Customer acts as an Agent submitting Announcements on behalf of another Company, the Customer:
- 7.4.1 Agrees to be liable as a principal debtor for all Charges incurred by it regardless of the fact that some of those Charges may relate to Announcements submitted by it on behalf of another Company; and
 - 7.4.2 Acknowledges that it will receive an Invoice for all Charges relating to Announcements submitted by it on behalf of another Company unless that Company agrees to be invoiced direct for such Charges.

8.0 General

- 8.1 Only the Customer and the Exchange shall have any rights pursuant to this Agreement and no person shall obtain any rights pursuant to the Contract (Rights of Third Parties) Act 1999.
- 8.2 All notices to be sent from one party to another in connection with this Agreement (apart from Announcements) shall be delivered by letter, fax or email to the address, fax number or email address (as the case may be) of the parties as shown on the Service Agreement. It shall be the Customer's responsibility to notify the Exchange in accordance with these terms and conditions of any change of address. Notices sent by fax shall be deemed to be effective on receipt by the sender of a successful transmission report. Notices sent by email shall be deemed to be effective when sent, provided that no notification of non-delivery has been received by the sender. Notices sent by letter shall be deemed to be effective on the second business day after posting.
- 8.3 The parties agree that they will at all times comply with the provisions and obligations imposed by the Data Protection Act 1998.
- 8.4 If any provision of the Agreement is held to be invalid or unenforceable the validity of the other provisions shall not be affected.
- 8.5 The submission of an Announcement by a Customer following receipt by the Customer of a copy of the Agreement shall be deemed to be acceptance by the Customer of the Agreement.
- 8.6 The parties acknowledge that:
- 8.6.1 They have not relied on any prior representations when entering into this Agreement; and
 - 8.6.2 The Agreement sets forth the entire agreement between the parties with respect to the subject matter covered by it and that it supersedes all prior communications and understandings whether written or oral between the parties relating thereto.
 - 8.6.3 The Agreement shall be governed by and construed in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts for all matters arising in connection herewith.

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9.0 Definitions and interpretation

In the Contract:

- 9.1 The following terms and expressions shall have the meanings set out below
- 9.2 Words in the singular shall include the plural, and vice versa.
- 9.3 The headings in this agreement are for convenience only and shall not affect the interpretation of any provision of this agreement.
- 9.4 References to the word 'include' or 'including' shall be construed without limitation.

Term	Meaning
Agent	Means an organisation which is authorised by a Company to make Announcements on its behalf.
Agreed Sum	Means an amount as may be published in the Price List from time to time.
Agreement	Means these terms and conditions of service together with the Price List and the Service Agreement.
Announcement	Means an announcement about a Company or its business, which the Customer submits for distribution through RNS, and/or where applicable for onward submission to EDGAR, or for transmission via RNS additional distribution services.
AVS Security Number	Means a unique number allocated to a Customer by the Exchange enabling validation of Announcements prior to distribution.
Charge	Means, in respect of a Service, the price charged by the Exchange in respect of that Service, details of which are set out in the Price List.
Company	Means any corporate entity whether or not it is listed or admitted to trading in the UK or overseas.
Content	Means all the written material included in an Announcement.
Customer	Means the organisation purchasing the Services from the Exchange. A Customer may be a Company or an Agent.
Customer Contract	Means a User named in the Service Agreement who is thereby nominated and authorised by the Customer to manage the Agreement for the Customer including validating Announcements, sending and receiving any notices and authorising Agents and other Users.
EDGAR	Means SEC's Electronic Data Gathering Analysis and Retrieval System.
Force Majeure Event	Means, in relation to a party any event or circumstance: (a) which is not reasonably foreseeable; and (b) is beyond that party's reasonable control; and (c) prevents or limits the ability of that party to meet its obligations under the Agreement.
Invoice	Means an invoice issued by the Exchange at the end of a given period detailing the Charges and any Administration Fees incurred by the Customer during that period.
Media Content	Means any clip of audio, video, web streaming or webcasting material

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Term	Meaning
Price List	Means the list of charges published by the Exchange from time to time.
Registration Form	Means the form completed by the Customer to apply for provision of the Services.
Regulatory Announcement	Means an Announcement made to comply with UK or EEA regulatory requirements, or the requirements of a UK investment exchange.
RNS	Means the "Regulatory News Service" operated by the Exchange.
SEC	Means the Securities and Exchange Commission of the USA.
Services	Means the distribution of Announcements on behalf of Customers to information vendors and the general public using RNS, and where ordered by the Customer, receipt and submission of Announcements to EDGAR on behalf of the Customer.
Site	Means any internet-based facility provided by the Exchange.
Super User	Means a user who is authorised by the Customer to inter alia, administer the Customer's RNS account, add/delete Users, order AVS Security Numbers and appoint Agents.
User	Means an employee of a Customer who is authorised by that Customer to submit Announcements for distribution through RNS.
6K Filing	means a report used by non-US private issuers to furnish information. <ul style="list-style-type: none">(i) required to be made public in the country of its domicile;(ii) filed with and made public by a non-US stock exchange on which its securities are traded or distributed to security holders(iii) distributed to security holders.

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London Stock Exchange Group
10 Paternoster Square
London EC4M 7LS
Telephone: +44 (0)20 7797 1000
www.londonstockexchange.com

RNS/SMA/102