

EDGAR Express TM

Service Overview & Application Form

Submit SEC filings
to the EDGAR system
quickly, accurately
and cost-effectively



PR Newswire

United Business Media

About PR Newswire

Now in its 51st year, PR Newswire provides electronic distribution, targeting, measurement, translation and broadcast services on behalf of over 40,000 customers worldwide who seek to reach the news media, the investment community and the general public with their up-to-the-minute, full-text news developments.

Established in 1954, we have offices in 14 countries and routinely send our customers' news to outlets in 135 countries and in 30 languages. Utilising the latest in communications technology, our content is considered a mainstay among news reporters, investors and private individuals. Our leading brands include Disclose™, eWatch™, MEDIAAtlas™ and MultiVu™. PR Newswire is a subsidiary of United Business Media plc.

Why use EDGAR Express™ from PR Newswire?

Reliability

PR Newswire has vast experience of helping to meet the needs of issuers who file with the SEC's EDGAR. Over 400 companies have chosen EDGAR Express™ to meet their needs.

Simplicity and Control

To use EDGAR Express™, simply e-mail us the document, we'll convert it and e-mail it to you for approval. Approve it and we'll send you an SEC confirmation for your audit trail. That's it.

Service

When you have 'special' requirements – such as an urgent filing, unusual format of an original document or last minute changes – PR Newswire service teams are there to help. Also, we can help with other disclosure requirements, as well as your broader media and investment communication needs.

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-  **f** +44 (0)20 7454 5331
-  **e** marketing@prnewswire.co.uk
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Background on electronic filing requirements

Since November 4, 2002, foreign private issuers and foreign governments have been required to file their documents with the SEC through EDGAR electronically, instead of by paper filings.

EDGAR only accepts electronic filings converted into ASCII (American Standard Code for Information Interchange), or in HTML (HyperText Markup Language). The formatting process or “EDGARising” includes additional submission information and coding “tags” within the document for aid in the SEC’s analysis of the document and retrieval by the public.

Filing through EDGAR allows companies and individuals to file and the public to retrieve disclosure information electronically, primarily through the SEC’s EDGAR archive Website found at <http://www.sec.gov>

Required access codes

Every corporate or individual filer must have access codes that are provided by the SEC. The unique Central Index Key “CIK” code (identifies the EDGAR filer) and a corresponding CIK confirmation code “CCC” are used by the SEC for security. If you have filed through EDGAR before, you will have them already and we will use the same codes.

Getting codes — the first time

Download form from <http://www.sec.gov/about/forms/formid.pdf>
Submit a Form ID via fax to: 202.504.2474 or 703.914.4240

The SEC will provide codes via the telephone. If you want the codes communicated via e-mail or fax, you’ll need to specifically make that request and provide an e-mail address/fax number.

If your codes are lost, call SEC Filer Support: (001) 202.942.8900 or download the Form ID from <http://www.sec.gov/about/forms/formid.pdf>

Typical filings by non-US issuers

6-K This report is used by certain foreign private issuers to furnish information that meets the following criteria:

- a) Required to be made public in the country of its domicile, or
- b) Filed with and made public by a foreign stock exchange on which its securities are traded, or
- c) Distributed to security holders

The report must be furnished promptly after such material is made public. The form is not considered “filed” for Section 18 liability purposes. This is the only information furnished by foreign private issuers between annual reports, since such issuers are not required to file Forms 10-Q or 8-K.

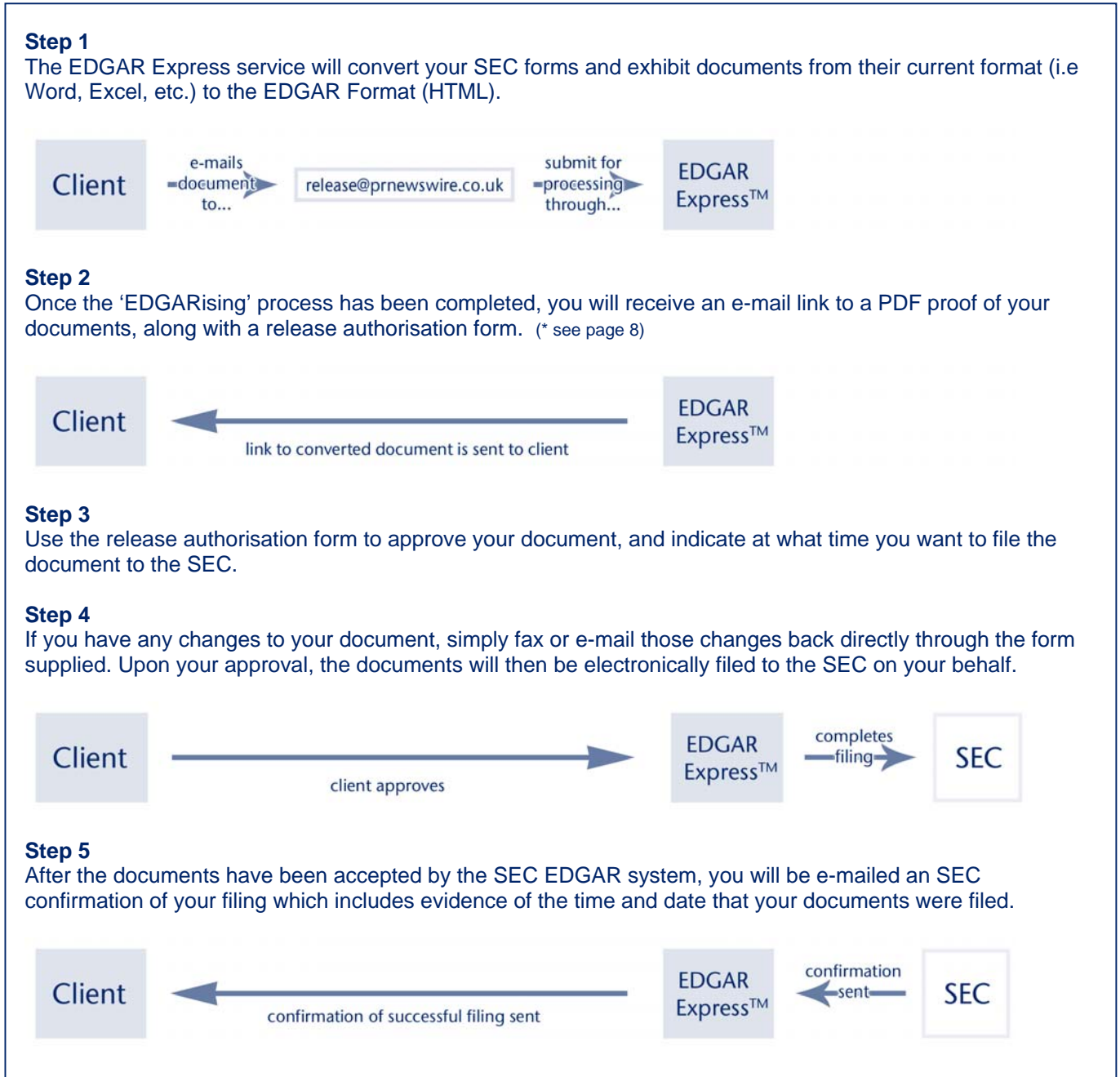
20-F

- a) Any foreign private issuer may use this form as a registration statement under Section 12 of the Securities Exchange Act of 1934 (referred to as the Exchange Act) or as an annual or transition report filed under Section 13(a) or 15(d) of the Exchange Act. A transition report is filed when an issuer changes its fiscal year end. The term “foreign private issuer” is defined in Rule 3b-4 under the Exchange Act.
- b) A foreign private issuer must file its annual report on this Form within six months after the end of the fiscal year covered by the report.
- c) A foreign private issuer filing a transition report on this Form must file its report in accordance with the requirements set forth in Rule 13a-10 or Rule 15d-10 under the Exchange Act that apply when an issuer changes its fiscal year end.

How our filing process works

Pre-registration is required for the EDGAR Express™ service (see Part A and B). Once you have registered you can e-mail your form filings to EDGAR Express™ through release@prnewswire.co.uk

Upon receipt of your documents, a PR Newswire representative will contact you to gather information about your specific filing needs.



Deadlines

The SEC EDGAR Database is open for accepting filings from 6.00 am until 10.00 pm US Eastern Standard Time (EST). However, filings that are accepted after 5.30 pm EST will receive a next-day time stamp. The SEC's EDGAR database is available for submission from 6.00 am to 5.30 pm (EST) to receive same day acceptance. The final, EDGARised proof of your document submission needs to be "released" to EDGAR Express no later than 4.00 pm EST if you want EDGAR Express to file and receive same-day acceptance by the SEC. (When you "release" your final proof, that means you have approved the final document and turned it over to EDGAR Express™).

Completion instructions

All users should complete Part A. Having read the agreement, please sign at the end and return to Jeremy Derenne at PR Newswire: 209-215 Blackfriars Road, London, SE1 8NL, UK.

Part A

Client information

| | |
|--|------------|
| Company Name (the "Client") | Telephone: |
| Address: | |
| US Stock Market: | Postcode: |
| Primary Contact Name: | Title: |
| Tel #: | Fax #: |
| E-mail: | |
| Secondary Contact Name (for after hours contact or emergencies): | Title: |
| Tel #: | Fax #: |
| E-mail: | |
| Choose a user name (max 10 characters): | |
| Choose a password (max 10 characters): | |

The Client shall obtain at its sole cost and expense from the Securities and Exchange Commission and shall provide to PR Newswire:

| | |
|---|--|
| CIK code for the client: | |
| CCC (CIK Confirmation Code) for the Client: | |

For Internal Use Only

| | |
|-----------------|--------------|
| Date: | Bureau: |
| Account Exec: | Sales Code: |
| Account Number: | SIC: |
| Supplied By: | BM Approved: |

Part B The Services

1. PR Newswire Europe Limited ("PR Newswire") will provide the following services (the "Services") to the Client subject to the terms and conditions set out in Part C and the provisions of the Application Form.
2. The receipt and conversion of the text of regulatory disclosure announcements required to be filed with the Securities and Exchange Commission ("EDGAR Announcements") of the companies set out in Part A above (the "Company" or "Companies"), which are companies listed on one of the markets of exchanges operating in the United States and subsequent delivery of the EDGAR Announcements to the designated Securities and Exchange Commission system.
3. The Client will supply the text of the EDGAR Announcements to PR Newswire in English via e-mail to release@prnewswire.co.uk or such other (electronic) format as PR Newswire shall from time to time notify to the Client. PR Newswire will convert the text of EDGAR Announcements received from the Client into the EDGAR electronic filing format and will submit such text to the Client for its approval prior to submission to the Securities and Exchange Commission system. EDGAR Announcements will be filed to the SEC EDGAR system between 8am and 5:30pm, United States East Coast time on Monday to Friday as soon as is reasonably possible after receipt of the Client's approval by PR Newswire.
4. In carrying out the Services PR Newswire will keep to the original content of the EDGAR Announcements supplied by the Client. The Client will be responsible for ensuring that each EDGAR Announcement supplied to PR Newswire is accurate in all respects, has a correct headline and meets all regulatory and other legal requirements.
5. PR Newswire shall provide a helpdesk for any queries that the Client may have in respect of the submission, conversion or delivery of EDGAR Announcements under this Agreement. Such helpdesk may be contacted by telephone on telephone number +44 207 490 8111 (or such other telephone number as may be notified by PR Newswire to the Client from time to time) or to: release@prnewswire.co.uk during the operating hours of the PR Newswire EDGAR Department. The operating hours of the PR Newswire EDGAR department are 6am to 10pm Monday to Friday (UK time).

Part C Terms & Conditions of the Services

WITHOUT PREJUDICE TO THE IMPORTANCE OF ALL PROVISIONS CONTAINED HEREIN, THE CLIENT'S ATTENTION IS PARTICULARLY DRAWN TO THE PROVISIONS OF CLAUSES 4.3, 4.4, 6, 7, 8 AND 9

1. GENERAL

- 1.1 These terms and conditions and the provisions of the Application Form together form the agreement between the Client and PR Newswire for the provision of the Services (as defined in Part B of the Application Form) by PR Newswire to the Client ("this Agreement").
 - 1.2.1 All references in this Agreement to PR Newswire shall be deemed to include both PR Newswire and its Subsidiary companies from time to time (if any), "Subsidiary" as defined in section 736 of the Companies Act 1985 (as amended by the Companies Act 1989).
 - 1.3 All references to clauses shall be to clauses of these terms and conditions.

2. THE TERMS

- 2.1 Subject to the terms of this Agreement, PR Newswire agrees to provide the Services to the Client and the Client agrees to accept the Services provided by PR Newswire.
- 2.2 This Agreement (as supplemented, modified or varied in writing between the parties) sets out the entire agreement between PR Newswire and the Client for the provision of the Services and supersedes all other prior terms or conditions of business whether written or oral (other than fraudulent pre-contractual misrepresentations) between PR Newswire and the Client. Any pre-existing rights of either PR Newswire or the Client will not be affected.
- 2.3 The Client acknowledges that in entering into this Agreement it has not relied on any representation of whatsoever nature made by or on behalf of PR Newswire, its directors, officers, employees or any

other person whether orally, in writing, by conduct or any other means other than as may be expressly set out in this Agreement (but nothing in this Agreement limits either party's liability for fraudulent misrepresentation).

3. PR NEWSWIRE'S OBLIGATIONS

- 3.1 PR Newswire shall provide the Services to the Client in accordance with the Client's reasonable written instructions as accepted by PR Newswire. PR Newswire reserves the right to refuse to accept any instructions requested or given by or on behalf of the Client and shall notify the Client thereof.

4. THE CLIENT'S OBLIGATIONS

4.1 Charges

- 4.1.1 The Client shall pay to PR Newswire the charges for PR Newswire's provision of the Services in accordance with PR Newswire's schedule of charges (notified to the Client) applicable from time to time and as notified from time to time together with such other charges as PR Newswire may deem reasonably necessary in connection with the provision of the Services ("the Charges").
- 4.1.2 All quotations and Charges are, unless otherwise expressly stated in writing, exclusive of VAT and any other tax or duty which may be charged on them from time to time and any such tax or duty shall be payable by the Client in addition.
- 4.1.3 All Charges shall be payable within 30 days of the end of the month in which PR Newswire's invoice is rendered to the Client.
- 4.1.4 Time for payment shall be of the essence and PR Newswire shall be entitled to charge interest both after as well as before judgment on any payments not made within the time period referred to in clause 4.1.3, at a rate of 4% per annum above the base rate set by Lloyds Bank plc from time to time, such interest accruing on a daily basis until such payments are made in full, but without prejudice to any other rights PR Newswire may have.
- 4.1.5 Without prejudice to PR Newswire's right to payment for all Services rendered to the Client, where the provision of the Services is suspended at the request of or is delayed through any omission or fault of the Client for a period of not less than 7 days, then PR Newswire shall forthwith become entitled to payment for all and any Services already carried out and any materials specifically ordered in respect thereof.
- 4.1.6 PR Newswire reserve the right, without prejudice to any other rights it may have (including but not limited to the right to charge interest), to suspend the provision of the Services where payment is overdue for more than 7 days.
- 4.1.7 The Client agrees to indemnify PR Newswire for any legal or other professional costs incurred by PR Newswire or its agents for recovering any amounts outstanding due to PR Newswire from the Client.
- 4.1.8 In the event of termination of this Agreement pursuant to the provisions of Clause 10, PR Newswire shall refund to the Client any unused portions of any subscriptions, previously paid to PR Newswire.

4.2 Secrecy/Confidentiality

- 4.2.1 Subject to clause 4.2.2, both during the continuance of this Agreement and thereafter each party shall keep secret and confidential all confidential information acquired from the other concerning the business and operations of the other or its clients or other third parties and neither party shall use, communicate or permit to be used or communicated any such confidential information acquired from the other to any persons save for purposes of fulfilling its obligations under this Agreement and as expressly agreed with the other in writing.
- 4.2.2 The obligations contained in clause 4.2.1 shall not apply to any information to the extent that such information is or becomes public knowledge (other than as a result of a breach of this clause 4), or has been independently acquired from a third party without restriction on disclosure, or is required by law or any regulatory body or for the purposes of litigation by or against either party to be disclosed.

4.3 Presentation of EDGAR Announcements

- 4.3.1 Without prejudice to clause 9, PR Newswire shall have the right to refuse to accept, handle or despatch any EDGAR Announcement or any part thereof supplied by or on behalf of the Client to PR Newswire, or requested by or on behalf of the Client to be prepared, handled or despatched by PR Newswire, which PR Newswire thinks is, will be or is likely to be deemed defamatory, in breach of any copyright, design right, trade or service mark or which otherwise is, will be or is likely to be deemed a violation or infringement of the rights of any third party or in any

way unlawful or which PR Newswire considers to be false or misleading and PR Newswire shall notify the Client thereof. However, PR Newswire is not under any duty to pre-vet EDGAR Announcements for such issues.

4.3.2 The Client shall ensure that all information concerning itself or the Companies required by law or otherwise to be displayed is so displayed in accordance with the relevant provisions, and it shall be responsible for ensuring the legality of all information contained in the EDGAR Announcements prepared, handled or despatched by, or supplied or submitted to, PR Newswire on its behalf and that such EDGAR Announcements are in compliance with the rules of the Securities and Exchange Commission, and other regulations of whatever kind in force in the US and any other relevant territory during the term of this Agreement.

4.3.3 The Client will have the opportunity to review the formatted and processed EDGAR Announcements before such EDGAR Announcements are submitted to the Securities and Exchange Commission's EDGAR service and PR Newswire will correct any error contained in such EDGAR Announcements as soon as reasonably practicable after the Client brings such error to PR Newswire's attention. The Client agrees that notwithstanding any other provisions of this Agreement PR Newswire will not be held liable for any direct or indirect damages, costs, expenses or losses arising from or in relation to any formatting, processing or release of EDGAR Announcements approved by the Client and carried out by PR Newswire or arising from the provision of the Services in accordance with the provisions of the Agreement.

4.4 The Client is responsible for the content and accuracy of all EDGAR Announcements submitted by it, or on its behalf. PR Newswire cannot be responsible for verifying any facts contained therein. The Client represents and warrants to PR Newswire that (i) it has the right to deliver to PR Newswire all EDGAR Announcements submitted to it and (ii) no EDGAR Announcements submitted by the Client will contain any content that is obscene, libellous, slanderous or otherwise defamatory, false or misleading or which violates any copyright, right of privacy or publicity or any other right of any third party or is otherwise unlawful. The Client shall indemnify PR Newswire from and against any and all claims, charges, demands, liabilities, losses, damages, costs and expenses (including but not limited to, any legal or other professional fees or costs) arising out of or relating to any breach by the Client of the warranties set out in this clause 4.4 or otherwise arising out of or relating to the contents or nature of the EDGAR Announcements provided to PR Newswire by the Client.

4.5 The Client shall follow such instructions and complete such fields as may be required from it on the SEC Internet site. PR Newswire shall acknowledge receipt of EDGAR Announcements by e-mail to the Client at the e-mail address provided by the Client via the SEC Internet site after receipt of such EDGAR Announcements. PR Newswire shall in addition forward to the Client by e-mail confirmation of filing of the EDGAR Announcements from the Securities and Exchange Commission as soon as is reasonably practicable upon receipt of such confirmation by PR Newswire.

5. PROPERTY RIGHTS

5.1 Subject to the written agreement of one of PR Newswire's directors to the contrary, PR Newswire shall be and shall remain the owner of all copyright and other intellectual property rights subsisting in any materials, processes or technology created by PR Newswire, its employees or sub-contractors pursuant to this Agreement.

5.2 Except as set out in this Agreement, or as required for the provision of the Services, nothing in this Agreement will grant or be deemed to grant either party any rights, title or interest in any intellectual property rights owned by the other party and nothing in this Agreement will entitle either party to use the other party's logo or trade marks or any other of its intellectual property rights in connection with the Services or otherwise without the prior written consent of that party.

6. DELIVERY/PERFORMANCE

6.1 PR Newswire shall be deemed to have performed the Services upon despatch by PR Newswire to the Securities and Exchange Commission's Edgar service of the formatted Edgar Announcement(s) in accordance with the Client's instructions (as accepted by PR Newswire) and the operating rules of the Securities and Exchange Commission's Edgar service whereupon the Client shall be deemed to have accepted such performance.

6.2 Except as provided in clauses 3 and 6, PR Newswire makes no warranties in relation to the Services and any terms, conditions, warranties, representations or guarantees that would otherwise have

been implied are hereby expressly excluded to the fullest extent permitted by the law.

7. LIMITATION OF LIABILITY

7.1 In no circumstances whatsoever shall PR Newswire be liable for any indirect, consequential or incidental loss including loss of profits, anticipated savings, production, contracts, goodwill or business opportunities or economic loss not as a result of damage to tangible property or loss in connection with third party claims or for any other indirect, special or consequential loss. PR Newswire does not seek (and nothing in this Agreement shall be deemed) to limit or exclude PR Newswire's liability for death or personal injuries caused by its negligence.

7.2 Without prejudice to clause 7.1, PR Newswire's total liability to the Client (whether arising out of contract, negligence or otherwise) under this Agreement shall be limited to the total amount of Charges paid by the Client to PR Newswire at the date the liability arose.

7.3 The invalidity or unenforceability for any reason of any clause of this Agreement shall not prejudice or affect the validity or enforceability of its other clauses.

7.4 The Client accepts that the allocation of liabilities and risk between the parties as effected by this Agreement and in particular by clause 7 and 8 has been evaluated in accordance with the entire framework of this Agreement taking into account such matters as the nature of the Services and the price and the possible availability and cost to each party of putting in place such preventative, protective, curative, insurance and other measures as would be sufficient to minimise the impact and amount of any loss suffered should such risk materialise, that any change to the agreed allocation of liabilities and risk as set out in this Agreement and in particular in clause 7 and 8 would in turn require a renegotiation of the terms of this Agreement (including but without limitation as to price), and accordingly that such allocation of liabilities and risk is reasonable as between the parties in all the circumstances prevailing at the time of this Agreement.

8. FORCE MAJEURE

8.1 PR Newswire will not be liable to the Client for any failure, interruption, delay or any other event or matters arising out of circumstances beyond its reasonable control including, without limitation, any power failures, internet interruptions, delays, or crashes, computer or internet viruses (all of which are outside PR Newswire's reasonable control) power strikes, blockades or export embargos.

9. INDEMNITY

9.1 The Client shall (except to the extent due to any negligence or breach of contract by PR Newswire) indemnify and keep PR Newswire fully indemnified (without any deduction or set-off whatsoever) against all claims, charges, demands, liabilities, losses, costs and expenses of whatsoever nature (including, but not limited to, any legal or other professional fees or costs and the cost of investigating, defending, prosecuting and satisfying any claim (whether civil or criminal) incurred or suffered by PR Newswire directly or indirectly arising (whether in whole or in part) from the performance by PR Newswire of its obligations under this Agreement or from breach of the Client of any of the terms of this Agreement.

9.2 This clause shall survive termination of this Agreement for any reason.

10. TERMINATION

10.1 Either party may terminate this Contract by giving the other party three months' written notice. Where a subscription has been paid, no monies will be refunded to the Client, unless the termination is as specified in Clause 10.2.1.

10.2.1 This Agreement may be terminated immediately by either party giving notice to the other if: (a) the other commits a material breach of this Agreement and such material breach is not remedied (if remediable) within 14 days of receipt of written notice requiring remedy; or (b) any encumbrancer takes possession of, or a receiver is appointed over, any of the property or assets of the other party or the other party makes any voluntary arrangement with its creditors or becomes subject to an administration order or goes into liquidation (except for the purpose of amalgamation or reconstruction not involving insolvency and in such manner that the entity resulting agrees to be bound by or assumes the obligations imposed on that other party under this Agreement) or anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other party or (d) if the other party ceases or threatens to cease to carry on business.

10.2.2 Termination of this Agreement will be without prejudice to any rights or liabilities of either party, which have accrued prior to such

termination.

11. HEADINGS

Headings contained in this Agreement are for reference purposes only and do not otherwise form part of this Agreement.

12. ASSIGNMENT

12.1 PR Newswire may assign or transfer this Agreement or all or any of its rights and/or obligations under this Agreement to any holding company (as defined in section 736 of the Companies Act 1985 (as amended by the Companies Act 1989) or Subsidiary of it and may sub-contract any of its obligations hereunder to a reputable sub-contractor.

12.2 This Agreement may not be assigned or sub-licensed by the Client without the prior written consent of PR Newswire.

13. NO AGENCY

Nothing contained in this Agreement shall be construed as constituting or evidencing any partnership, agency or contract of employment between the parties.

14. RIGHTS

All rights to either of the parties shall be cumulative and not exhaustive of any rights and remedies provided by law, and no exercise or partial exercise by either party of any right under this Agreement shall restrict or prejudice any further or other exercise thereof or the exercise of any other right granted by this Agreement or otherwise available to it.

15. WAIVER

The failure of either party to enforce (or delay in enforcing) at any time for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of such terms or conditions or of the right of such party at any time subsequently to enforce all terms and conditions of this Agreement.

16. NOTICE

Any notice required to be given under this Agreement shall be in writing

and shall be sent by first class or recorded postal delivery prepaid at the appropriate rate or by facsimile transmission provided always that a hard copy of any notice transmitted by facsimile is posted within 24 hours of such transmission in accordance with this clause. All notices shall be sent to the address of the relevant party notified to the other from time to time.

17. ENGLISH LAW AND JURISDICTION

The Agreement shall be governed by and construed in accordance with English law in every respect and the parties submit to the [non-] exclusive jurisdiction of the English courts.

EDGAR Form Approval

Read and agreed by:

Name (please print)

Company name

Signature Date

Please return to Jeremy Derenne PR Newswire 209-215 Blackfriars Road London SE1 8NL UK