



Disclose

Application Form and Contract

The secure, fast and
effective way to disseminate
regulatory information

www.prnewswire.co.uk/disclose



PR Newswire

United Business Media

1. Client Details

Please provide your organisation's name and contact details.

Company name (the "Client"):	Tel (Switchboard):
Address:	
Address:	
Postcode:	Company Website:

2. Principle Users Details

For security purposes, PR Newswire will require a nominated person for Disclose liaison. Please enter their details. A KEYWORD may also be required for communications with PR Newswire, for example, in the event of loss of a Subscriber Card or password, and will be used to confirm the identity of Users. The keyword can be the User's Mother's maiden name or their place of birth.

* Name of Nominated Person:	
Keyword:	Mobile:
Direct Line:	Direct Fax:
Email:	Job Title:

3. User Details ("Users")

Please enter the details of the person(s) to be given Disclose accounts. Additional User details should be submitted on company headed paper.

Name:	Name:
Email:	Email:
Keyword:	Keyword:
Tel:	Tel:
Mobile:	Mobile:

Name:	Name:
Email:	Email:
Keyword:	Keyword:
Tel:	Tel:
Mobile:	Mobile:

4. Pricing (exclusive of VAT)

Disclose Pay As You Go

- News and Results - £120 per announcement, Forms - £25 per announcement

Forms Headlines	
All other announcements are classed as news announcements	
Annual Information Update	Holding(s) in Company
Annual Report and Accounts	Net Asset Value(s)
Base Rate Change	Notice of Results
Blocklisting – Interim Review	Portfolio Update
Circ re	Rule 8.1 and 8.3
Director Declaration	Rule 2.10 Announcement
Director/PDMR Shareholding	Total Assets Value
Doc re	Total Voting Rights
EPT Disclosure	Transaction in Own Shares
FRN Variable Rate Fix	

Please note that the headline type you choose determines the price of the announcement

5. Client Acceptance

By signing this form the Client agrees to the terms and conditions set out below.

Name (please print):	Job Title:
Signature:	Date:

PLEASE RETURN SIGNED ORIGINAL TO JOHN CATMUR, PR NEWswire, 209-215 BLACKFRIARS ROAD,
LONDON, SE1 8NL, UK. Tel: +44 (0) 20 7454 5247 Fax: +44 (0) 20 7454 5331

6. For Internal Use Only

Signature:	Date:
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TERMS AND CONDITIONS OF SERVICE - Disclose

This agreement is between: PR Newswire Europe Ltd, and The Client

- 1) Definitions.
 - a. In the Contract the following terms and expressions shall have the meanings set out below:

Agent - means an organisation which is authorised by a Company to make Announcements on its behalf.

Contract - shall mean these terms and conditions together with the Application Form.

Announcement - shall mean an announcement about a Company or its business, which the Client submits for distribution through Disclose, including but not limited to Panel Announcements.

Charge - shall mean in respect of a Service the price charged by PR Newswire (exclusive of VAT) in respect of that Service, details of which are set out in the Price List.

Company - shall mean any Company listed or admitted to trading on a recognised investment exchange, in the UK or overseas.

Content - means all the written material included in an Announcement.

Client - shall mean the organisation purchasing the Service from PR Newswire, as set out on the Application Form.

Disclose - shall mean the news distribution service operated by PR Newswire, and licensed under Section 12 of the UK Listing Authority rules and the Panel

Force Majeure event - shall mean in relation to any event or circumstance:

 1. which is not reasonably foreseeable;
 2. beyond that party's reasonable control; and
 3. prevents or limits the ability of that party to meet its obligations under the Contract.

Invoice - shall mean any invoice issued by PR Newswire in respect of this Contract setting out the Charges.

Nominated Party - means a User named in the Application Form who is thereby nominated and authorised by the Client to manage the Contract for the Client.

Panel - shall mean the Panel on Takeovers and Mergers

Panel Announcements - shall mean Rule 8.1, 8.3 & EPT Disclosure mandated disclosures

Price List - shall mean the list of Charges published by PR Newswire from time to time.

Application Form - shall mean the form completed by the Client and returned to PR Newswire to apply for the Services.

Services - shall mean the receipt and electronic conversion of announcements to the Client, and subsequent delivery of the Announcements to designated Secondary Information Providers and (for Panel Announcements) the Panel.

User - shall mean an employee of the Client who is authorized by the Client to submit Announcements for distribution through Disclose as set out on the Application Form
 - b. Words in the singular shall include the plural and vice versa,
 - c. The headings in the Contract are for convenience only and shall not affect the interpretation of any provision of this Contract.
 - 2) Services.
 - a. In consideration of the payment of the Charges, PR Newswire agrees to provide the Services, subject to these terms and conditions
 - b. The Client will remain solely liable for compliance with its obligations under all rules, codes of practice and regulations of whatever kind in force in the UK and any other relevant territory in respect of the Announcements including but not limited to submission of the Announcements to the Secondary Information Providers.
 - 3) Security.
 - a. The Client shall ensure that its Users keep the user names, passwords and Disclose Subscriber Card (issued to them by PR Newswire) and that they do not reveal them to anyone.
 - 4) Content.
 - a. PR Newswire will not alter the Content of any Announcement, other than by express requirement of the Client, however it may refuse to distribute an Announcement if in its view the Announcement is unsuitable for distribution for any reason.
 - b. When the Client submits an Announcement for distribution, it shall ensure that the Content of the Announcement:
 - i. Is suitable for distribution the general public
 - ii. Is in English
 - iii. Relates to a Company or its business,
 - iv. Is not misleading, false or deceptive,
 - v. Does not infringe any rights of any third party or is not otherwise unlawful; and
 - vi. complies with all applicable regulatory and legislative requirements.
 - c. The Client grants to PR Newswire 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 for the purposes of providing the Services, and maintaining Company information.
 - d. The Client is responsible for the Content, timeliness and completeness of all Announcements.
 - e. Except as required for the provision of the Services, nothing in this Contract 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 Contract 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.
 - 5) Payment.
 - a. PR Newswire shall charge the Client the Charges for the Announcements made on behalf of that Client and such sums shall become due as soon as such Announcement has been distributed through Disclose.
 - b. Subject to Clause 7, the Invoice shall give details of all Charges incurred by the Client since the date of the previous Invoice and all sums detailed therein shall be payable within 30 days of the date of such Invoice. Unless the parties otherwise agree the Invoice shall be submitted to the Client Contact.
 - c. The Client 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 of PR Newswire (or by such other method as the parties may agree). All sums outstanding after the specified payment date shall accrue interest on a daily basis at the rate of 4% above the base rate of Lloyds TSB plc from time to time.
 - d. PR Newswire reserves the right to amend the Contract including the Price List from time to time. If the amendment is an increase in Charges or a material change to these terms and conditions, then PR Newswire shall give the Client at least 3 months written notice. Upon receipt of such notice, the Client shall be entitled to terminate the Contract by giving at least one month's written notice to PR Newswire to expire when such revision would have taken effect.
 - 6) Liability.
 - a. 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.
 - b. In no circumstances (other than circumstances of fraud, dishonesty or wilful misconduct) shall PR Newswire be liable for damage to reputation, loss of profit, goodwill, business opportunity or anticipated savings suffered by the Client or any third party as a result of any misrepresentation or breach of duty by PR Newswire whether in statute, contract, or tort (including negligence).
 - c. Subject to Clause 6b, PR Newswire shall only be liable for any direct loss suffered by the Client as a result of PR Newswire's breach of duty whether in statute, contract or tort (including negligence) however PR Newswire's total liability to the Client under this Contract shall be limited to the Charges paid by the Client in the 12 month period immediately prior to such liability arising.
 - d. Liability for death or personal injury caused by negligence shall not be subject to any limitation or exclusion.
 - e. The Client shall ensure that its Users comply with the Contract and the Client agrees that it shall be liable for the acts and omissions of its Users in connection with the Contract. The Client shall indemnify PR Newswire and its subsidiaries 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) directly arising out of or relating to any breach by the Client of clauses 4b, c and d or otherwise directly arising out of or relating to the Content or nature of the Announcements provided to PR Newswire by the Client except to the extent that it is caused by PR Newswire's negligence, bad faith or wilful default or breach by PR Newswire of the terms of this Contract.
- If PR Newswire becomes aware of any facts, circumstances or matters which may result in a claim under the indemnity it will promptly inform the Client of the same. PR Newswire will thereafter deal with such facts, circumstances or matters as it considers appropriate but will keep the Client fully and promptly informed of all matters relating thereto. PR Newswire and the Client shall consult in good faith as to whether to seek to defend or to settle any law suit brought against PR Newswire arising from such facts, circumstances or matters, save that PR Newswire shall have the final decision. Where PR Newswire elects to defend any such claim, Client shall, at Client's expense, provide all such information and assistance and do all such acts and things as PR Newswire may reasonably require in relation thereto.
- If PR Newswire elects not to take any action, it shall notify the Client in writing in which case the Client shall be entitled, at its cost, to take such action as it deems appropriate in the circumstances and PR Newswire shall provide such assistance, at the Client's cost, as the Client may reasonably request.
- 7) Termination and suspension.
 - a. Either party shall be entitled forthwith to terminate the Contract by written notice to the other party if:
 - i. The other party ceases trading, goes into liquidation, other than for the purposes of amalgamation or reconstruction, or has a receiver, manager or administrator or like person appointed under the Insolvency Act 1986, and such appointment is not discharged within 30 days of being made; or
 - ii. 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
 - iii. PR Newswire is prevented from complying with its obligation hereunder as a result of a Force Majeure Event for a period of 20 days or more.
 - iv. If PR Newswire is no longer authorised by the FSA and /or the Panel to operate Disclose or if PR Newswire ceases to provide the Services for any reason.
 - b. Either party may terminate this Contract by giving the other party three months' written notice. Where a subscription has been paid, a pro rata refund of monies paid will be refunded to the Client, unless the termination is by PR Newswire under clause 7 (a) (i) or 7 (a) (ii).
 - c. PR Newswire reserves the right to suspend the Services and PR Newswire's obligations under the Contract immediately during any investigation of a suspected breach of Contract by the Client. However such suspension shall only be for the course of the investigation.
 - 8) Use of agents.
 - a. The Client may be a Company or an Agent acting on behalf of a Company. PR Newswire will not accept an Announcement from any person or organisation which has not signed Contract in place with PR Newswire.
 - b. PR Newswire will only accept Announcements submitted by an Agent on behalf of a Company if PR Newswire has received a written authorisation (on headed notepaper and signed by a duly authorised signatory) from that Company.
 - c. Where the Client acts as an Agency submitting Announcements on behalf of another Company, the Client;
 - i. Agrees to be liable as the principal debtor for all Charges incurred by it, regardless of the fact that some of those Charges may relate to Announcements submitted by or on behalf of another Company.
 - ii. Acknowledges that it will receive an Invoice for all of the Charges relating to Announcements submitted to it on behalf of another Company.
 - 9) General.
 - a. Only the Client and PR Newswire shall have any rights pursuant to this Contract and no person shall obtain any rights under this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.
 - b. All notices to be sent from one party to another in connection with this Contract (apart from Announcements) shall be delivered by letter, fax or email address to the address, fax number or email address (as the case may be) of the parties shown on the Application Form. It shall be the Client's responsibility to notify PR Newswire in accordance with these terms and conditions of any changes of address. Notices sent by fax shall be deemed to be effective on receipt by the sender of a successful transmission report.

- c. The parties agree that they will at all times comply with the provisions and obligations imposed by the Data Protection Act 1998.
 - d. If any provision of the Contract is held to be invalid or unenforceable, the validity of any other provision(s) shall not be affected.
 - e. The parties acknowledge that:
 - i. They have not relied on any prior representations when entering in to this contract: and;
 - ii. The Contract 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 understanding whether written or oral between the parties related thereto.
 - iii. 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 Contract shall not be a waiver of such terms or conditions or of the right of such party at any time sub-sequently to enforce all terms and conditions of this Contract.
 - iv. PR Newswire may assign or transfer this Contract or all or any of its rights and/or obligations under this Contract 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. This Contract may not be assigned or sub-licensed by the Client without the prior written consent of PR Newswire (such consent not to be unreasonably withheld or delayed).
 - v. The Contract 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 in connection herewith.
- 10) The Client has read and agreed to the terms and conditions of PR Newswire's Disclose Service Level Agreement shown overleaf.

SERVICE LEVEL AGREEMENT

Under and subject to the terms and conditions of its approval and listing in Schedule 12 of the UK Listing Authority Listing Rules (as varied or replaced from time to time), PR Newswire Europe Limited ("PR Newswire") will provide the following services (the "Services") to the Company named above (the "Client") subject to the terms and conditions set out below.

- 1.1. The receipt and electronic conversion of the text of authorised announcements ("Disclose Announcements") of the Client, which is a company listed on one of the markets of the London Stock Exchange plc (the "London Stock Exchange"), and subsequent delivery of the Disclose Announcements to designated Secondary Information Providers.
- 2.1. The Client will supply the text of the Disclose Announcement to PR Newswire via its secure internet site <http://www.prnewswire.co.uk/disclose> (the "Disclose Website") using the procedure as notified to the Client by PR Newswire.
- 2.2. In the event that the Disclose Website cannot be accessed by the Client, the Client may submit Disclose Announcements either in hard copy form or by diskette, by post, by courier, or by dedicated fax number provided from time to time to the Client by PR Newswire. In the event the Client uses either hard copy, fax or diskette delivery, the Client hereby acknowledges and agrees that:
 - 2.2.1. No prior approval of the release of the Disclose announcement will be offered to the Client.
 - 2.2.2. The processing of the Disclose Announcement will take longer than for Disclose Announcements submitted using the Disclose Website, and that delivery of the Disclose Announcement to the designated Secondary Information Providers will consequently be delayed.
 - 2.2.3. Delivery of Disclose Announcements submitted physically, by fax transmission or by diskette are delivered at the Client's risk and the Client agrees that notwithstanding any other provisions of this Agreement, PR Newswire will not be liable in any way (except in respect of wilful default by PR Newswire) for any Disclose Announcements submitted by the Client outside of the Disclose Website.
 - 2.2.4. The Client will provide PR Newswire with written instruction of the announcement details, such as company name, related companies, headline etc, prior to the release of the announcement.
- 2.3. The Client acknowledges that until the Disclose Announcement is physically received and signed for by PR Newswire, PR Newswire cannot under any circumstances ensure that any Disclose Announcements submitted physically or by diskette delivery will be secure when in PR Newswire's possession.
3. In carrying out the Services PR Newswire will keep to the original content of the Disclose Announcement supplied by the Client. The Client will be responsible for ensuring that each Disclose Announcement supplied to PR Newswire is accurate in all respects, has a correct headline and meets all regulatory and other legal requirements.
4. Additional Distribution submitted via the Disclose website will not be released simultaneously with the Disclose announcement. For advice on simultaneous distribution, the submitter should contact Client Services or the Disclose Team in advance of required release time.
5. Where it is necessary for the Client Company to change their name, the Client should contact PR Newswire with a Change of Name certificate (issued by Companies House) immediately. While every effort will be made to update PR Newswire records, the Client accepts that under terms of its License, PR Newswire will also require notification from both the London Stock Exchange and The Financial Services Authority (UKLA) before any changes can be made to the Clients records.
6. The Disclose system is available for you to submit documents 24 hours, 7 days a week. The operating hours of the PR Newswire Disclose department are from 6 am to 8pm local UK time, Monday to Friday. Customer service support is available outside these hours by prior arrangement. This service is intended to assist customers who require specific formatting advice for lengthy results announcements. PR Newswire reserves the right to charge for this additional support with prior approval. Disclose Announcements will be delivered to the designated Secondary Information Providers between 7 am and 6.30 pm local UK time, Monday to Friday.
7. The Terms and Conditions of this agreement will made be available to the Client via the Disclose website at www.prnewswire.co.uk/disclose. The Client must be logged in to view this information. Where this may be updated from time to time, the Client will be notified via Message of the Day on their Disclose Desktop.