**LONDON STOCK EXCHANGE ADMISSIONS PORTAL AGREEMENT**

**Terms and Conditions**

In consideration of the mutual promises set out below and intending to be bound, the Parties agree as follows:

# Definitions and interpretation

## In this Admissions Portal Agreement, unless the context requires otherwise, the following words shall have the following meanings:

|  |  |
| --- | --- |
| **Admissions Portal** | means the online platform the Exchange provides to Customers for requesting admission of securities; |
| **Admissions Portal Agreement** | means these Terms and Conditions together with the Admissions Portal Order Form; |
| **Admissions Portal Order Form** | means the Admissions Portal Order Form; |
| **Admissions Portal Services** | has the meaning set out in clause 3.4 of this Agreement; |
| **Admissions Portal Transaction** | means any request to admit securities to the Exchange sent via the Admissions Portal by a User ID associated with the Customer in respect of which the Exchange has given Exchange Confirmation; |
| **Authorised User** | means any User or Super User; |
| **Commencement Date** | means the date the Exchange authorises the Customer to access the Admissions Portal; |
| **Customer** | means the person or entity named in the Admissions Portal Order Form; |
| **Data Protection Laws** | means, in relation to any Personal Data which is Processed in the performance of the Agreement, the EU Data Protection Directive 95/46/EC until 25 May 2018 and the General Data Protection Regulation (EU) 2016/679 (**"GDPR"**) on and from 25 May 2018, including any applicable legislation which substantially replaces or supersedes the foregoing, and **“Personal Data”,** **"Process/Processing"**, **"Data Controller"**, **"Data Processor"**, **"Data Subject"**, **"Personal Data Breach"** and **"Special Categories of Personal Data"** shall have the same meaning as in the Data Protection Laws; |
| **Exchange** | means London Stock Exchange plc trading as the “London Stock Exchange” a company incorporated under the laws of England with company registration number 02075721 with its registered office at 10 Paternoster Square, London, EC4M 7LS; |
| **Exchange Confirmation** | means acceptance of an Admissions Portal Transaction by the Exchange and communicated to the Customer as such via the Admissions Portal, email, or other means at the discretion of the Exchange; |
| **Force Majeure Event** | means, in relation to a Party any event which is not reasonably foreseeable, and which is beyond that Party’s reasonable control, and which prevents or limits the ability of that Party to meet its obligations under this Admissions Portal Agreement; |
| **Information** | means any and all data in any form input by or available to the Customer via the Admissions Portal; |
| **Intellectual Property Rights** | means all right, title and interest in and to: (i) trade marks, service marks, brand names, logos and other indications of origin, the right to sue for passing off and the goodwill associated with the foregoing; (ii) inventions, patents, trade secrets, know-how, processes and systems; (iii) design rights, copyright, database rights, moral rights; and (iv) any other intellectual property or similar proprietary rights in any jurisdiction, in each case whether registered or unregistered, whether in existence now or in the future and any other similar or analogous rights and any application or right to apply for registration or renewal of any such rights; |
| **Party** | means the Exchange or the Customer, together the ‘**Parties**’; |
| **Rules** | means the Exchange’s rules of the relevant market that a Customer is seeking to admit securities to. |
| **Super User** | means a person selected as a Super User by the Customer in accordance with clause 5; |
| **Term** | means the term of the Agreement as determined in accordance with clause 2.1; |
| **Terms and Conditions** | means the terms of this Agreement; |
| **User** | means each person accessing the Admissions Portal on behalf of the Customer; and |
| **User ID** | means a secure password and email address from time to time selected by and unique to each Authorised User for access to the Admissions Portal on behalf of the Customer. |

## Where the context so admits or requires words denoting the singular include the plural and vice versa and words denoting any gender include all genders.

## References to clauses are to clauses of this Terms and Conditions for the Admissions Portal.

## A “person” includes any individual, company, corporation, firm partnership, joint venture, association, organisation or trust (in each case, whether or not having separate legal personality) and references to any of the same shall include a reference to the others.

## Any statute or statutory provision includes, except where otherwise stated, the statute or statutory provision as amended, consolidated, re-enacted or replaced from time to time, and includes any subordinate legislation made under the statute or statutory provision (as so amended, consolidated or re-enacted).

# Term

## This Admissions Portal Agreement shall commence on and from the Commencement Date, and unless terminated in accordance with Clause 12, shall continue in full force until terminated pursuant to Clause 12.

# Admissions Portal

## The Exchange agrees to make the Admissions Portal available to the Customer subject to the terms and conditions in this Admissions Portal Agreement. The Exchange is a Recognised Investment Exchange pursuant to the Financial Services and Markets Act and is obliged to collect certain information in order to comply with its regulatory obligations. Information submitted via the Admissions Portal may be used by the Exchange to comply with its regulatory obligations.

## Subject to Clause 3.3, in consideration for the payment of £1 (receipt of which by the Exchange is hereby acknowledged) and of the Customer agreeing to access and utilise the Admissions Portal and abide by the terms of this Admissions Portal Agreement and for the benefits the Exchange and Customer shall obtain via the Admissions Portal Agreement (which both Parties hereby acknowledge and agree is good and valuable consideration), the Exchange hereby grants to the Customer for the Term a limited, revocable, non-exclusive, non-transferable licence for the Customer only to provide its appointed Authorised Users with access to the Admissions Portal and the Information to the extent necessary to utilise the Admissions Portal Services for the Customer’s business purposes.

## The Exchange reserves any and all rights in and to the Admissions Portal and Information except for those limited rights expressly granted in Clause 3.2.

## The Admissions Portal enables the Customer:

### to seek application of admission of securities to the Exchange electronically by filing the necessary documents for review and acceptance by the Exchange via the Admissions Portal

### to view Information;

### to access and utilise any and all other services made available to the Customer by the Exchange via the Admissions Portal from time to time,

### (together the “**Admissions Portal Services**”).

## The Admissions Portal Services may change from time to time as the Exchange develops the Admissions Portal.

# Customer’s Undertakings

## The Customer shall and shall procure that all persons accessing the Admissions Portal via or on behalf of the Customer (including each and every Authorised User) shall comply with the terms and conditions of the Admissions Portal Agreement at all times when accessing or utilising the Admissions Portal or any Information derived from it.

## The Customer acknowledges and agrees that:

### the terms and conditions of this Admissions Portal Agreement apply to any and all access to and use of the Admissions Portal by the Customer and its Authorised Users;

### it shall be responsible for and shall manage and control all of the Customer’s access to and use of the Admissions Portal including via its allocated Authorised Users and User IDs;

### at all times it shall be responsible for checking the accuracy and completeness of all information submitted via the Admissions Portal;

### it shall not use the Admissions Portal for any purpose other than for entering and managing Admissions Portal Transactions, managing the Customer’s own account and information;

### it shall ensure that no information it provides to the Admissions Portal includes any Trojan horses, viruses, harmful source code or similar; and

### it shall not use the Admissions Portal (or any information contained therein) for any illegal purpose or to bring the Exchange, its businesses or markets into disrepute or to make available, copy, reproduce, retransmit, disseminate, sell, licence, distribute, publish, broadcast or otherwise circulate the Information to any person other than in accordance with this Admissions Portal Agreement.

# Super Users

## The Customer must appoint a Super User who will have access to all Information on the Admissions Portal related to the Customer and all Admissions Portal Transactions submitted by the Customer and its Authorised Users. The Customer shall be entirely responsible for allocating access to the Admissions Portal and responsibility within the Admissions Portal between the Super Users.

# Admissions Portal Security And Transactions

## Access to and use of the Admissions Portal is restricted to Authorised Users, whose access to and use of the Admissions Portal is governed by the terms of this Admissions Portal Agreement.

## The Customer will be responsible for the actions of any persons, authorised or unauthorised, who gain access to the Admissions Portal using a User ID of any of the Authorised Users.

## If an Authorised User ceases to be authorised by the Customer to have access to the Admissions Portal for any reason, including by leaving the Customer’s employment, the Customer’s Super User must immediately notify the Exchange.

## The Customer is responsible for ensuring that its Authorised Users preserve the confidentiality of their User IDs at all times. The Customer shall, and shall procure that each Authorised User shall, keep their User ID safe and secure at all times and not enable, directly or indirectly, their User ID to be used by anyone else under any circumstances. If the Customer knows or has reasonable grounds to suspect that any person who is not an Authorised User has obtained a User ID or has had unauthorised access to the Admissions Portal, the Customer must immediately notify the Exchange.

## The Customer shall ensure that:

### the Exchange is provided with an accurate list of all Authorised Users at all times;

### the e-mail addresses used for access to the Admissions Portal allow the Authorised Users to be identified and are professional e-mail accounts; and

### the User ID allocated to each Authorised User can only be used by that Authorised User.

## The Customer acknowledges and agrees:

### that any Admissions Portal Transaction for Exchange products and services sent by an Authorised User is sufficient evidence of:

#### the Customer’s agreement to be bound unequivocally by such a Admissions Portal Transaction and any applicable Rules or terms and conditions and shall constitute a legitimate Admissions Portal Transaction for the particular products and services in question; or

#### where the Customer is submitting on behalf of a third party, that the Customer is fully and legally authorised to make submissions on the third party’s behalf and that such third party will comply with all applicable Rules or terms and conditions and shall constitute a legitimate Admissions Portal Transaction for the particular products and services in question.

### That it agrees to be bound by the terms of each and every Admissions Portal Transaction as though such Admissions Portal Transaction had been entered into by a duly authorised representative of the Customer;

### not to dispute the validity of any Admissions Portal Transaction entered into by the Customer via an Authorised User; and

### that the Exchange will be entitled to treat as binding and duly authorised any Admissions Portal Transaction made by an Authorised User.

# Amendment

## Subject to clause 7.2, the Exchange may revise this Admissions Portal Agreement and shall give the Customer at least 30 days’ written notice of such changes.

## The Exchange may make changes to the Admissions Portal Agreement immediately on notice to the Customer where in the Exchange’s reasonable opinion, it is necessary to ensure orderly management of the Admissions Portal, to permit the Admissions Portal and/or the Exchange to comply with any applicable legal requirement, regulatory requirement or applicable market convention, or to facilitate the continued operation or use of the Admissions Portal or any part of it. The Customer’s continued use of the Admissions Portal after receipt of such a notice shall constitute acceptance of such amendment by the Customer.

## The Exchange shall have sole discretion and control over, and the right to modify at any time, the Admissions Portal’s functionality, configuration, appearance and/or content.

# Charges

## There are no separate charges for use of the Admissions Portal.

# Representations and Warranties

## The Customer represents and warrants to the Exchange that:

### it has the power and authority to accept the terms of this Admissions Portal Agreement;

### upon the Customer accessing the Admissions Portal, this Admissions Portal Agreement constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms;

### where submitting information and agreeing to Rules and terms and conditions on behalf of a third party, the Customer has full legal authority to submit such documents and agree to Rules and terms and conditions on that third party’s behalf;

### information it enters into the Admissions Portal shall be complete, accurate and up-to-date; and

### its acceptance and performance of this Admissions Portal Agreement and its use of the Admissions Portal will not violate any applicable laws or regulations.

## The Exchange warrants that it has and will continue to have: (i) all rights necessary to enable the Customer to utilise the Admissions Portal in accordance with the terms of this Admissions Portal Agreement; and (ii) any applicable licences, authorisations, permits, consents and approvals required by the regulatory authorities to operate the Admissions Portal and perform its obligations hereunder.

## Subject to Clause 9.2, the Customer acknowledges and agrees that the Admissions Portal, Admissions Portal Services and Information are provided on an ‘as is’ basis without any warranty, express or implied, of any kind by the Exchange including without limitation about the availability, condition, merchantability, satisfactory quality or fitness for any purpose of the Admissions Portal and/or Admissions Portal Services, the timeliness, accuracy, completeness or adequacy of any Admissions Portal Services or Information or the results to be attained by the Customer or anyone else from access to or use of the Admissions Portal, Admissions Portal Services and/or Information.

## Subject to Clause 9.2, the Exchange does not make any representations or warranties, express or implied, that the Admissions Portal, Admissions Portal Services and/or Information will meet the Customer’s requirements, that the operation of the Admissions Portal and/or Admissions Portal Services and provision of Information will be uninterrupted or error free, that the Admissions Portal, Admissions Portal Services and Information will be available during any specified business hours (whether advertised or not), or that it will operate in conjunction with other software.

## The Customer acknowledges that as a result of its use of the Admissions Portal it may view certain Information provided by Exchange and/or its licensors. The Customer agrees that, except with Exchange’s express prior written consent, it shall not:

### sell, lease, license, transfer, provide or otherwise make available to any third party any form of access to or use of any of the Information other than in accordance with Clause 3.2; or

### alter, enhance, make derivative works of, download to computer, decompile, disassemble or reverse engineer all or any the Information except solely to the extent: (i) permitted by this Admissions Portal Agreement; or (ii) necessary in direct connection with Admissions Portal Transaction-related support functions.

## The Customer acknowledges and agrees that the Customer shall be solely responsible for: (i) checking all details relating to any Information submitted by the Customer; (ii) maintaining back-ups of any Information; and (iii) ensuring that Authorised Users receive proper training to use the Admissions Portal.

## The express terms of this Admissions Portal Agreement are in lieu of all other warranties, conditions, undertakings, terms and obligations whether express or implied by statute, common law, trade usage, course of dealing or otherwise, all of which are hereby excluded to the fullest extent permitted by applicable law.

# Intellectual Property Rights

The Customer acknowledges and agrees that any and all rights (including without limitation Intellectual Property Rights) in and to the Admissions Portal and any Information shall be owned by the Exchange and the Customer agrees that such Intellectual Property Rights shall remain vested exclusively in the Exchange. The Customer hereby agrees that if and to the extent the Customer enters information into the Admissions Portal, the Exchange may use such information to provide Admissions Portal Services, and other products and services to the Customer.

# Liability

## To the maximum extent permitted by law, the Exchange shall not be liable to the Customer in any circumstances for any loss, whether direct or indirect, of data or Information, profits, business, anticipated savings or wasted expenditure, or for any indirect or consequential loss, in respect of use of the Admissions Portal, any other service provided pursuant to this Agreement or otherwise arising under or in relation to this Agreement, whether for breach of contract, tort (including negligence) or otherwise.

## Subject to Clause 11.1 above, the Exchange's maximum liability (except in relation to fraud or death or personal injury) arising under or in relation to this Agreement, whether for breach of contract, tort (including negligence), breach of statutory duty, indemnity or otherwise, shall, in respect of any one incident or series of incidents, attributable to the same cause, exceed the higher of fees (if any) paid in the calendar year in which such claim arises or £1,000.

## The Customer acknowledges and agrees that the limitations of the Exchange’s liability set out in this Clause 11 are reasonable in the context of the Admissions Portal Services being provided free of charge.

# Termination

## Each party may, without prejudice to its other rights or remedies, terminate this Agreement with immediate effect by written notice to the other party if one or more of the following events occurs:

### the other party commits a material breach of this Agreement (being a single event or a series of events which together amount to a material breach) which (if capable of being cured) is not cured by the other party within 30 days following notice from the notifying party;

### the other party is unable to pay its debts or becomes insolvent, or is subject to an order or a resolution for its liquidation, administration, winding-up or dissolution (otherwise than for the purposes of a solvent amalgamation or reconstruction), or has an administrative or other receiver, manager, trustee, liquidator, administrator or similar officer appointed over all or any substantial part of its assets, or enters into or proposes any composition or arrangement with its creditors generally, or is subject to any analogous event or proceeding in any applicable jurisdiction; or

### the other party suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.

## The Exchange may terminate this Admissions Portal Agreement if it is to cease or ceases generally to provide the Admissions Portal. In such circumstances the Exchange will use all reasonable endeavours to provide the Customer with written notice as soon as reasonably practicable.

## If the Customer is an issuer who ceases to have any securities admitted to the Exchange, this Admissions Portal Agreement shall terminate immediately and automatically.

## Upon termination or expiry of this Admissions Portal Agreement for any reason:

### the Exchange shall cease to provide and the Customer and Authorised Users shall cease to access or use the Admissions Portal or Admissions Portal Services;

### all rights granted to the Customer under this Admissions Portal Agreement shall cease; and

### upon request by the Exchange, and except to the extent retention is required for regulatory reasons, the Customer must immediately delete or remove the Admissions Portal and the Information from all computer equipment in its possession and certify to Exchange that it has done so.

## The expiry or termination of this Admissions Portal Agreement for any reason shall not give either Party the right to claim any compensation, indemnity or reimbursement whatsoever from the other by reason of such termination, but termination shall be without prejudice to any rights or remedies available to, or any obligations or liabilities accrued to, either Party at the effective date of termination.

## Clauses 1, 3.3, 4, 6.4, 6.6, 7, 8, 9.1, 9.3 to 9.7, 12, 12.1 to 12.5, 14 to 18 and 20 to 24 shall survive the termination of this Admissions Portal Agreement.

# Suspension of Access to the Admissions Portal

## In the event that the Exchange considers that the Customer’s use of or access to the Admissions Portal is in breach of this Admissions Portal Agreement, is causing or is likely to cause technical problems for the Exchange,jeopardy to the quality of the Admissions Portal and/or Information or interference with the continued access to the Admissions Portal and/or the Information for other customers, then the Exchange may suspend access to the Admissions Portal and/or suspend the Customer’s access to the Admissions Portal. In such circumstances the Exchange reserves the right to suspend with or without notice, but shall give as much notice as is reasonably practicable.

## The Exchange reserves the right with or without notice (but giving as much notice as reasonably practicable) to suspend or limit the Customer’s, or any particular Authorised User’s, access to the Admissions Portal or any part of the Admissions Portal or to decline to grant Authorised User status to any particular person.

## The Exchange reserves the right to suspend the provision of the Admissions Portal immediately during the investigation of a suspected breach of these terms and conditions by the Customer, and/or an Authorised User and/or a User ID associated with an Authorised User, provided that such suspension shall only be for the course of the investigation and a reasonable period thereafter. If a suspected breach is shown to have occurred, the Exchange may terminate this Admissions Portal Agreement immediately without further obligation to Customer in respect of the Admissions Portal.

# Confidentiality

## The Customer shall procure that all Information is kept confidential and only used for the Customer’s legitimate business purposes in accordance with Clause 3.2.

## The Exchange shall keep all confidential information of the Customer confidential and shall only utilise or disclose such confidential information for the legitimate purposes of the Exchange including without limitation providing the Admissions Portal Services, as is otherwise necessary in order for the Exchange to comply with any legal or regulatory obligations, and in so far as is necessary in relation to providing products or services of the Exchange.

## The Customer agrees that the Exchange may share confidential information with any of its group undertakings and for the purposes of this Agreement, “group undertaking” shall be construed in accordance with section 1161 of the Companies Act 2006. The Exchange shall ensure the compliance of such group undertakings with Clause 14.1 of this Agreement, and shall remain liable for any breach of that clause by such group undertakings.

# Data Protection

## The Exchange shall process Personal Data received from the Customer only for the purposes envisaged in this Admissions Portal Agreement and for the specific purposes in each case as set out in Clauses 17.1.1 and 17.1.2 and otherwise in accordance with the Customer’s lawful, reasonable and documented instructions, unless Processing is required by laws of the European Union or member state of the European Union to which the Exchange is subject, in which case the Exchange shall to the extent permitted by such law inform the Customer of that legal requirement before Processing that Personal Data.

### The Admissions Portal will be used to record certain Personal Data, including names, job titles, email addresses and telephone numbers provided by the Customer for the purposes of supplying Admissions Portal Services to the Customer.

## Customer acknowledges and hereby authorises the Exchange to engage third-party sub-processors in connection with the performance of the Agreement.

## To the extent that sub-processing occurs outside of the European Economic Area, the Exchange will take steps to ensure that any transfer of Personal Data is in compliance with the Data Protection Laws.

## Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, Customer and the Exchange shall each implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk of the Processing contemplated by this Admissions Portal Agreement.

## The Customer represents, undertakes and warrants that:

### as at the date of this Admissions Portal Agreement and during the Term of this Admissions Portal Agreement, all Personal Data provided by the Customer to the Exchange has been and shall be collected and processed by the Customer in accordance with Data Protection Laws; and

### it is authorized as Data Controller of such Personal Data to permit the Exchange and its sub-processors to Process any Personal Data in accordance with this Admissions Portal Agreement.

# Notices

## Subject to Clause 16.3, any notices referred to in this Admissions Portal Agreement to be given by the Exchange may be: (i) posted via the Admissions Portal or on the Exchange’s website; (ii) sent via market communications e-mails from the Exchange; (iii) delivered by hand; (iv) sent by post; or (v) sent by facsimile transmission. Notices shall be effective on the date of posting on the Exchange’s website, transmission (in the case of email or facsimile transmission) or delivery (in the case of delivery by hand), or three working days after dispatch (in the case of posted notices), whichever is the earlier.

## Subject to Clause 16.3, any notices referred to in this Admissions Portal Agreement to be given by the Customer may be by email or writing to the Exchange.

## Any notice of dispute, termination or claim must be given in writing and: (i) delivered by hand to the other Party’s principal contact as set out in the Admissions Portal Order Form; or (ii) sent by first class or registered post to the other Party’s principal contact address as set out in the Admissions Portal Order Form.

# Assignment

## The Customer may not assign or transfer any rights or obligations under this Admissions Portal Agreement without the Exchange's prior written consent.

## The Exchange shall have the right to assign any of its rights and/or obligations under this Admissions Portal Agreement to another party, such an assignment to become effective on written notice to the Customer.

# Waiver AND ENTIRE AGREEMENT

## Failure by either Party to exercise any right or remedy under this Admissions Portal Agreement will not constitute a waiver of that party's rights or remedies.

## This Agreement is the Parties' entire understanding of the contract between them and supersedes all prior agreements, representations and proposals, oral or written.

## Each Party confirms that:

### in any event, without prejudice to any liability for fraudulent misrepresentation or fraudulent misstatement, no Party shall be under any liability or shall have any remedy in respect of misrepresentation or untrue statement unless and to the extend that a claim lies under this Admissions Portal Agreement; and

### in entering into this Admissions Portal Agreement it has not relied on any representation or warranty or undertaking which is not contained in this Admissions Portal Agreement, or any document referred to in it.

## Nonetheless, the Parties hereby acknowledge and agree that the provision and receipt of each and every product or service ordered from or provided by the Exchange will be subject to separate terms and conditions.

# Force Majeure

## Neither Party shall be liable to the other for any delay or failure to fulfil any obligation under this Admissions Portal Agreement to the extent such delay or failure was due to a Force Majeure Event.

## Either Party may terminate this Admissions Portal Agreement on notice in writing to the other if due to a Force Majeure Event a Party is unable to fulfil its obligations under this Admissions Portal Agreement for more than 45 calendar days. Neither Party shall have any liability to the other in respect of termination of this Admissions Portal Agreement as a result of such a Force Majeure Event.

# Severability

## If any provision of this Admissions Portal Agreement is held by any competent authority to be invalid or unenforceable in whole or in part the validity of all other provisions (and, if applicable, the remainder of the provision in question) shall not be affected.

# Rights of Third Parties

## A person who is not a party to this Admissions Portal Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

# Choice of Law

## This Admissions Portal Agreement, and any dispute or claim arising out of or in connection with it, shall be governed by, and construed in all respects in accordance with the laws of England and Wales and subject to the exclusive jurisdiction of the courts of England and Wales.