

TERMS OF USE OF LSE ADMISSIONS SELF-SERVICE PORTAL

This portal, <https://customer.lseg.com/LSEadmissions/s/login/>, (the “**Admissions Self-Service Portal**”), is an online platform of London Stock Exchange plc, a company registered in England & Wales with company number 02075721, whose registered address is 10 Paternoster Square, London EC4M 7LS (the “**Exchange**”).

These terms and conditions (the “**Terms**”) govern Your access to and use of the Admissions Self-Service Portal. These Terms apply to You, no matter how You use the Admissions Self-Service Portal. Please read these Terms carefully. By continuing to access and use the Admissions Self-Service Portal You are deemed to have understood and agreed to these Terms (as may be revised from time to time), as well as any documents and/or policies they refer to. If You do not agree to the Terms, You must not use the Admissions Self-Service Portal.

The Admissions Self-Service Portal may only be accessed by persons nominated by the Primary User on the Admissions Self-Service Portal Registration Form or Super User Request Form, or persons permitted through the Admissions Self-Service Portal by a nominated Super User.

1. DEFINITIONS

1.1 Unless the context requires otherwise, the following words shall have the following meanings:

Data Protection Laws	means, in relation to any Personal Data which is Processed in the performance of this Admissions Self-Service Portal Agreement, the General Data Protection Regulation (EU) 2016/679 (“ GDPR ”), UK GDPR and the Data Protection Act 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;
Information	means any and all data in any form input by, or available to, You via the Admissions Self-Service Portal, excluding any information which is or becomes generally available to the public other than as a result of direct or indirect disclosure in breach of these Terms;
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;
Issuer	means a legal entity that seeks to admit or has its securities admitted to the Exchange;
Primary User	means the legal entity named on the Admissions Self-Service Portal Registration Form;
Super User	means a person selected as a Super User by the Primary User by completion of the Admissions Self-Service Portal Registration Form, or a Super User Request Form.



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Super User Request Form	means the form completed by the Primary User and submitted to the Exchange to request the addition or removal of a Super User.
UK GDPR	means the GDPR as transposed into the national law of the United Kingdom through the operation of section 3 of the European Union (Withdrawal) Act 2018, as may be amended or superseded from time to time; and
User ID	means a secure password and email address from time to time selected by and unique to You for access to the Admissions Self-Service Portal in accordance with these Terms; and
You	means the person accessing the Admissions Self-Service Portal.

2. ADMISSIONS SELF-SERVICE PORTAL

2.1 The Admissions Self-Service Portal enables You to:

- 2.1.1 seek application of an Issuer's admission of securities to the Exchange electronically by filing the necessary documents for review and acceptance by the Exchange via the Admissions Self-Service Portal;
- 2.1.2 view or submit Information;
- 2.1.3 access and utilise any and all other services made available to You and the Issuer by the Exchange via the Admissions Self-Service Portal from time to time,

(together the “**Admissions Self-Service Portal Services**”).

2.2 Subject to Your compliance with these Terms, the Exchange hereby grants You with a limited, revocable, non-exclusive, non-transferable licence to access the Admissions Self-Service Portal and the Information to the extent necessary to utilise the Admissions Self-Service Portal Services.

2.3 The Exchange is a Recognised Investment Exchange pursuant to the Financial Services and Markets Act 2000 and is obliged to collect certain information in order to comply with its regulatory obligations. You agree that certain Information submitted via the Admissions Self-Service Portal may be used by the Exchange to comply with its regulatory obligations.

2.4 The Exchange reserves any and all rights in and to the Admissions Self-Service Portal and Information except for those limited rights expressly granted pursuant to these Terms.

3. YOUR UNDERTAKINGS

3.1 You acknowledge and agree that:

- 3.1.1 these Terms apply to Your access and use of the Admissions Self-Service Portal;
- 3.1.2 You shall not use the Admissions Self-Service Portal for any purpose other than in respect of the Admissions Self-Service Portal Services;
- 3.1.3 You shall not use the Admissions Self-Service 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 these Terms.



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4. ADMISSIONS SELF-SERVICE PORTAL SECURITY AND TRANSACTIONS

- 4.1 You must preserve the confidentiality of Your User ID at all times and under no circumstances shall You share Your User ID with any other individual. You shall keep Your User ID safe and secure at all times and not enable, directly or indirectly, Your User ID to be used by anyone else under any circumstances. If You know or have reasonable grounds to suspect that any person who is not authorised to access the Admissions Self-Service Portal has obtained a User ID or has had unauthorised access to the Admissions Self-Service Portal, You must immediately notify the Exchange via email to admissions@lseg.com.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 You represent and warrant to the Exchange that:
- 5.1.1 You have the power and authority to accept these Terms; and
 - 5.1.2 Your acceptance and performance of these Terms and Your use of the Admissions Self-Service Portal will not violate any applicable laws or regulations.
- 5.2 The Exchange warrants that it has and will continue to have: (i) all rights necessary to enable You to utilise the Admissions Self-Service Portal in accordance with these Terms; and (ii) any applicable licences, authorisations, permits, consents, and approvals required by the regulatory authorities to operate the Admissions Self-Service Portal and perform its obligations hereunder.
- 5.3 You acknowledge and agree that the Admissions Self-Service Portal, Admissions Self-Service 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 Self-Service Portal and/or Admissions Self-Service Portal Services, the timeliness, accuracy, completeness or adequacy of any Admissions Self-Service Portal Services or Information or the results to be attained by the Issuer or anyone else from access to or use of the Admissions Self-Service Portal, Admissions Self-Service Portal Services and/or Information.
- 5.4 The Exchange does not make any representations or warranties, express or implied, that the Admissions Self-Service Portal, Admissions Self-Service Portal Services and/or Information will meet Your requirements, that the operation of the Admissions Self-Service Portal and/or Admissions Self-Service Portal Services and provision of Information will be uninterrupted or error free, that the Admissions Self-Service Portal, Admissions Self-Service 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.
- 5.5 You acknowledge that as a result of Your use of the Admissions Self-Service Portal You may view certain Information provided by the Exchange and/or its licensors. You agree that, except with the Exchange's express prior written consent, You shall not:
- 5.5.1 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 these Terms; or
 - 5.5.2 alter, enhance, make derivative works of, download to computer, decompile, disassemble or reverse engineer all or any the Information except solely to the extent permitted by these Terms.
- 5.6 These Terms 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.



6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 You acknowledge and agree that any and all rights (including without limitation Intellectual Property Rights) in and to the Admissions Self-Service Portal and any Information shall be owned by the Exchange and You agree that such Intellectual Property Rights shall remain vested exclusively in the Exchange. You hereby agree that if and to the extent You enter information into the Admissions Self-Service Portal, the Exchange may use such information to provide Admissions Self-Service Portal Services, and other products and services.

7. LIABILITY

- 7.1 All implied warranties, including but not limited to the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy are excluded from these Terms to the extent that they may be excluded as a matter of law. Further, the Exchange does not warrant that either the Admissions Self-Service Portal, the Admissions Self-Service Portal Services or the Information will be uninterrupted or error free or that any defects will be corrected.
- 7.2 To the maximum extent permitted by law, the Exchange shall not be liable to You 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 Your use of the Admissions Self-Service Portal, the Admissions Self-Service Portal Services or otherwise arising under or in relation to these Terms, whether for breach of contract, tort (including negligence) or otherwise.
- 7.3 Subject to Clause 7.2 above, the Exchange's maximum liability (except in relation to fraud or death or personal injury) arising under or in relation to these Terms, 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.
- 7.4 You acknowledge and agree that the limitations of the Exchange's liability set out in this Clause 7 are reasonable in the context of the Admissions Self-Service Portal Services being provided free of charge.
- 7.5 The Exchange will not be responsible for any breach of these Terms caused by circumstances beyond its reasonable control.

8. SUSPENSION OF ACCESS TO THE ADMISSIONS SELF-SERVICE PORTAL

- 8.1 In the event that the Exchange considers that Your use of or access to the Admissions Self-Service Portal: (i) is contrary to these Terms or applicable law or regulation, or (ii) is causing or is likely to cause technical problems for the Exchange and/or jeopardy to the quality of the Admissions Self-Service Portal or Information and/or interference with the continued access to the Admissions Self-Service Portal or the Information for other customers, or (iii) has or is likely to adversely affect the Exchange, then the Exchange may suspend Your access to the Admissions Self-Service 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.
- 8.2 The Exchange reserves the right with or without notice (but giving as much notice as reasonably practicable) to suspend or limit Your access, in whole or in part, to the Admissions Self-Service Portal.
- 8.3 The Exchange reserves the right to suspend Your access to the Admissions Self-Service Portal immediately in the case of a suspected breach of these Terms by You, and/or a User ID associated with Your use of the Admissions Self-Service Portal, 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 Your access to the Admissions Self-Service Portal immediately and indefinitely without further obligation to You in respect of the Admissions Self-Service Portal.



9. CONFIDENTIALITY

- 9.1 You shall procure that all Information is kept confidential and only used for legitimate business purposes in accordance with these Terms.
- 9.2 The Exchange shall keep all confidential information about You and the Issuer confidential and shall only utilise or disclose such confidential information for the legitimate purposes of the Exchange including without limitation providing the Admissions Self-Service 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.
- 9.3 You agree that the Exchange may share confidential information with any of its group undertakings and for the purposes of this Admissions Self-Service Portal 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 these Terms and shall remain liable for any breach of that clause by such group undertakings.

10. DATA PROTECTION

- 10.1 The Exchange shall process Personal Data received from the You only for the purposes envisaged in these Terms and for the specific purposes in each case as set out in Clause 10.1.1 and otherwise in accordance with Your 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 You of that legal requirement before Processing that Personal Data.
- 10.1.1 The Admissions Self-Service Portal will be used to record certain Personal Data, including names, job titles, email addresses and telephone numbers provided by You for the purposes of supplying Admissions Self-Service Portal Services to You.
- 10.2 You acknowledge and hereby authorise the Exchange to engage third-party sub-processors in connection with the performance of these Terms.
- 10.3 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.
- 10.4 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, You and the Exchange shall each implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk of the Processing contemplated by these Terms. You represent, undertake and warrant that:
- 10.4.1 all Personal Data provided by You to the Exchange at any time has been and shall be collected and processed by You in accordance with Data Protection Laws; and
- 10.4.2 You are authorised as Data Controller of such Personal Data to permit the Exchange and its sub-processors to Process any Personal Data in accordance with these Terms.

11. NOTICES

- 11.1 Subject to Clause 11.3, any notices referred to in these Terms to be given by the Exchange may be: (i) posted via the Admissions Self-Service 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.
- 11.2 Subject to Clause 11.3, any notices referred to in these Terms to be given by the Issuer may be by email or writing to the Exchange.



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- 11.3 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 Self-Service Portal Registration Form; or (ii) sent by first class or registered post to the other Party's principal contact address as set out in the Admissions Self-Service Portal Registration Form.

12. WAIVER AND ENTIRE AGREEMENT

- 12.1 These Terms constitute the Parties' entire understanding of the terms and conditions between them and supersedes all prior agreements, representations and proposals, oral or written.

13. COMPUTER VIRUSES

- 13.1 Whilst we use reasonable endeavours to protect the Admissions Self-Service Portal from computer viruses, worms, and Trojan Horses (the "**Viruses**"), the Exchange does not warrant that the Admissions Self-Service Portal is free from such Viruses and accept no liability for any damage that may result from the transmission of any Viruses via the Admissions Self-Service Portal or via any files which are available for You to download from the Admissions Self-Service Portal.
- 13.2 You are responsible for configuring Your information technology, computer programmes and platform to access the Admissions Self-Service Portal. You should use Your own Virus protection software.
- 13.3 You must not knowingly introduce Viruses or other material that is malicious or technologically harmful to the Admissions Self-Service Portal. You must not attempt to gain unauthorised access to the Admissions Self-Service Portal, the server on which the Admissions Self-Service Portal is stored or any server, computer or database connected to the Admissions Self-Service Portal. You must not attack our Admissions Self-Service Portal via a denial-of-service attack or a distributed denial-of service attack. In the event of such a breach, Your right to use the Admissions Self-Service Portal will cease immediately.

14. TRADEMARKS

- 14.1 The trademarks and service marks used on the Admissions Self-Service Portal (collectively, the "**Marks**") are trademarks (whether registered or unregistered) and/or service marks owned by the Exchange and its group undertakings (as defined at Clause 9.3) and/or by third party licensors. Nothing contained on the Admissions Self-Service Portal should be construed as granting any licence or right to use any of the Marks for any purpose whatsoever without the written permission or applicable licence terms of the lawful owner. Unauthorised use of the Marks or any Information is strictly prohibited and may violate trademark, copyright or other applicable laws.

15. CHANGES

- 15.1 We amend the Terms from time to time. Every time You wish to use the Admissions Self-Service Portal, please check these Terms to ensure You understand the terms that apply at that time. By continuing to use the Admissions Self-Service Portal You agree to be bound by these Terms as amended.
- 15.2 We may update and make changes to any part of the Admissions Self-Service Portal or the Information from time to time, without notice. Any changes shall be effective from the next time You access the Admissions Self-Service Portal following the changes, unless You are accessing the Admissions Self-Service Portal at the time the changes are made, in which case changes shall be effectively immediately.

16. SEVERABILITY

- 16.1 If these Terms are 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.



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17. CHOICE OF LAW

- 17.1 These Terms, and any dispute or claim arising out of or in connection with these Terms, 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.



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