

## License for ShareScope (TM) and SharePad (TM) from Ionic Information Limited

YOUR USE OF SHARESCOPE AND/OR SHAREPAD IS AUTHORISED ONLY ON THE TERMS BELOW. READ THESE TERMS. THEY ARE A LEGALLY BINDING CONTRACT.

If you do not agree these terms then click on the "No" button. If you agree to them click "Yes". By clicking "Yes" you accept the terms for every occasion you use ShareScope and/or SharePad.

You can read this license at any time at [www.sharescope.co.uk/TandC.jsp](http://www.sharescope.co.uk/TandC.jsp). Alternatively, select "View ShareScope License" on the ShareScope Help menu or "SharePad licence" on the SharePad Settings menu.

They, and no other terms, statements or documents, are your contract with Ionic Information Limited ("Ionic") for Ionic's products known as ShareScope and SharePad and the information contained in them ("ShareScope/SharePad"). You are called the "User" in this contract. This licence applies to whatever version of ShareScope or SharePad you are using including but not limited to ShareScope Gold, Plus and Pro, SharePad and SharePad Pro, and associated add-on modules including but not limited to the Alpesh Patel Special Edition and Level 2.

### 1. License

1.1 Ionic gives the User a personal, non-professional, non-exclusive, non-transferable license to use ShareScope/SharePad for the User's own personal use on one dedicated personal computer in the normal and proper course of the User's personal investment interests. Professional licenses are available on request.

1.2 For the avoidance of doubt nothing in this Agreement limits Ionic or its information suppliers, such as Morningstar, or any other such supplier of Ionic from time to time ("the Information Supplier") from selling, licensing or otherwise supplying the information in ShareScope/SharePad to other people.

1.3 All rights not expressly licensed are reserved to Ionic or the Information Supplier and the User shall not use ShareScope/SharePad except as expressly contemplated by the terms of this Agreement.

### 2. Use of ShareScope/SharePad

2.1 The User shall comply with all regulations, conditions and restrictions laid down by statute, regulation or other authorities in relation to use of ShareScope/SharePad, including, without limitation, use and storage of information contained in, or used in relation to, ShareScope.

2.2 The User must satisfy himself or herself as to the usefulness of ShareScope/SharePad and the purposes to which it will be put by the User and any representation, warranty or condition whatsoever whether express or implied whether under English law or otherwise (save as express provided herein) including, without limitation as to satisfactory quality and fitness for any purpose, are excluded.

2.3 The User may use information from ShareScope/SharePad or any part of it or extracts solely for his or her own personal use. The user is prohibited from distributing any information from ShareScope/SharePad to other parties either in electronic or hard copy form unless expressly permitted by Ionic Information in writing.

2.4 The User may not resell, license, distribute or otherwise deal in ShareScope/SharePad on any commercial basis or otherwise and any and all restrictions on use and redistribution survive the termination of this Agreement from any cause. In the event of any actual or suspected relicensing, resale, distribution or dissemination by any third party without Ionic's consent the User shall cooperate and assist Ionic against such third party.

2.5 ShareScope/SharePad shall not be used to bring Ionic or its Information Supplier into disrepute nor shall it be used for any illegal purpose.

2.6 It is for the User to verify to his or her own satisfaction that he or she is entitled by law in the jurisdiction to which he or she is subject to use ShareScope/SharePad. Ionic and its Information Suppliers are not responsible for this.

2.7 The User acknowledges that the use and interpretation of ShareScope/SharePad requires the use of skill and judgement. The User warrants that he or she has such skill and judgement and undertakes that he or she shall at all times exercise his or her own judgement in the use of ShareScope/SharePad and with respect to any data available or obtained therefrom and shall be solely responsible for any opinions, recommendations, forecasts and other comments made or action taken by the User (whether whole or in part) on ShareScope/SharePad.

2.8 Additional Terms and Conditions of Access for Dow Jones Index Data

2.8.1 Ionic, at Dow Jones discretion, provides you with services including, but not restricted to information services. You agree to comply with the conditions imposed on your use of the services, as set out in these Terms and Conditions of Access and elsewhere in our services.

2.8.2 Certain data accessible on our services is the intellectual property of the relevant news and information services provider or third parties that provide such data to the relevant service provider, or us. The data is protected by copyright and other intellectual laws and all ownership rights remain with the information service provider or the third party or us, as the case may be.

2.8.3 You may only use the data retrieved from our services for your own personal and non-commercial purposes while accessing our services. Such use will be in accordance with these Terms and Conditions of Access and the requirements set out elsewhere on our services. You may not copy, distribute or redistribute the data, including by caching, framing or similar means or sell, resell, re-transmit or otherwise make the data retrieved from our services available in any manner to any third party.

2.8.4 The data is provided "as is." We or any third party shall not be liable to you or any third party for any loss or damage, direct, indirect or consequential, arising from (i) any inaccuracy or incompleteness in, or delays, interruptions, errors or omissions in the delivery of the data or any other information supplied to you through our services or (ii) any decision made or action taken by you or any third party in reliance upon the data. Nor shall we be liable for loss of business revenues, lost profits or any punitive, indirect, consequential, special or similar damages whatsoever, whether in contract, tort or otherwise, even if advised of the possibility of such damages incurred by you or any third party.

2.8.5 Where the information consists of pricing or performance data, the data contained therein has been obtained from sources believed reliable. Data computations are not guaranteed by any information service provider, third party or us or any affiliates and may not be complete. Neither any information service provider, third party or us give any warranties, as to the accuracy, adequacy, quality or fitness, timeless, non-infringement, title, of any information for a particular purpose or use and all such warranties are expressly excluded to the fullest extent that such warranties may be excluded by law. You bear all risk from any use or results of using any information. You are responsible for validating the integrity of any information received over the Internet or otherwise.

2.8.6 Transmission may be subject to arbitrary delays beyond our control, which may delay the provision of our services and the execution of your orders. You acknowledge that neither any information service provider, third party nor we will be liable to you or any third party for any losses arising from such delay.

2.8.7 In no event will any information provider, third party or we, be liable for any consequential loss including but not limited to special, incidental, direct or indirect damages resulting from delay or loss of use of our services. We are not responsible for any damage to your computer, software, modem, telephone or other property resulting from your use of our services.

## 2.9 Additional Terms and Conditions of Access for CME Information

2.9.1 The User agrees that their use of CME Information complies with the terms and conditions in the Market Data Policies as described on [www.cme.com](http://www.cme.com).

2.9.2 The User accessing CME Information for Private Use as defined by CME may use Information only for the purpose of managing their own private investments and not for any business purpose, nor for the purpose of giving any form of advice to any other person.

2.9.3 The User may store, download, print and display data from the Service only for their personal use and not for any business purpose.

2.9.4 The User must not misrepresent CME Information or deface or remove any trademarks transmitted with Information.

2.9.5 The User must not use CME Information for any illegal purpose.

2.9.6 The User recognizes all Intellectual Property Rights as acknowledged between Ionic and CME.

2.9.7 In addition to any other remedy, Ionic may immediately suspend or terminate distribution of Information to the User if Ionic has reason to suspect non-compliance with any of these terms or if Ionic is required to do so by CME for any reason.

## 2.10 Additional Terms and Conditions of Access for NASDAQ OMX Information

2.10.1 The User is prohibited from redistributing any Information, including Non Fee Liable Information, to third parties unless Ionic has been notified in writing by NASDAQ OMX that those Customers are Licensed Vendors, except as provided for in clause 2.10.11 of this Agreement.

2.10.2.1 NASDAQ OMX Non-Professional Customer Statement. The User confirms that: (a) I am subscribing to the Service in a personal capacity; (b) I am not currently registered or qualified as a professional securities trader or investment adviser with any national or state exchange, regulatory authority or professional association; (c) I do not act in any capacity as an investment adviser, whether or not I am, or at some time have been qualified to do so; (d) I use the Service solely in relation to the management of my personal funds and not as a trader for the public; (e) I do not redistribute, republish or otherwise provide any data from the Service to any third party in any manner.

2.10.2.2 The User agrees to provide such information and documents as NASDAQ OMX or Ionic may reasonably require in order to confirm the validity of these representations.

2.10.2.3 The User agrees to inform NASDAQ OMX or Ionic within seven days if the circumstances confirmed in this statement should change.

2.10.2.4 The User accepts that their use of NASDAQ OMX information as a non-professional Customer is conditional upon the validity of this statement.

2.10.2.5 The User accepts that he/she may be liable to Nasdaq OMX or to Ionic for additional fees and charges in the event of any change in circumstances or non-compliance with the terms of this statement.

2.10.2.6 The User accepts that the data contained in this statement may be processed, stored for a period of no more than three years and may be accessed for inspection by NASDAQ OMX auditors during the storage period.

2.10.3 The User will not allow passwords or other forms of Authorised User identification to be made available to third parties.

2.10.4 The User recognises Nasdaq OMX's Intellectual Property Rights as acknowledged in Ionic's Agreement with Nasdaq OMX.

2.10.5 The User will not remove or deface any trademarks associated with the Information.

2.10.6 The User will not use the Information for any illegal purpose or contrary to the laws applicable in the jurisdictions where Ionic operates or applicable to the supply and use of the Information.

2.10.7 The User recognises Nasdaq OMX's rights to audit User's use of information at User's premises.

2.10.8 The User agrees to provide Ionic with any reports necessary to allow Ionic to meet the its reporting and fee obligations to Nasdaq OMX.

2.10.9 The User will obtain and provide any consents needed for Ionic to review personal data, where necessary for the purposes of verifying compliance with its Agreement with Nasdaq OMX.

2.10.10 Ionic may terminate or suspend delivery of Information to the User immediately on request from Nasdaq OMX.

2.10.11 The User may be permitted by Ionic to: (i) produce excerpts from the Information in printed documents to distribute to their clients, but not to provide the Information to clients by other means without the prior written agreement of Nasdaq OMX; and (ii) distribute the Information internally to their wholly or majority owned subsidiaries, provided such subsidiaries are bound by the same terms and conditions as the parent company and that controls are in place to monitor such distribution. Internal distribution between User's subsidiaries as permitted by this clause will be deemed to be distribution of Information by Ionic to each of these subsidiaries individually for the purpose of this Agreement.

2.10.12 Ionic is bound to inform Nasdaq OMX promptly on becoming aware of any breach of contract by the User in relation to the Information and if requested by Nasdaq OMX will take all reasonable steps to enforce the contract, prevent further breach and secure appropriate remedy. Ionic is bound to immediately terminate or suspend the delivery of Information to any and all Users identified by Nasdaq OMX on Nasdaq OMX's reasonable request.

## 2.11 Additional Terms and Conditions of Access for NYSE Euronext Information

2.11.1 The User undertakes not to redistribute or transmit all or some of Market Databases, free of charge or for consideration, in any manner or form whatsoever, in-house or beyond the premises where the User's information system receives Market Databases directly from Ionic. Such prohibition shall remain in effect after the cessation of contractual relations between the User and Ionic for whatever reason. The foregoing is stipulated in the interest of both Ionic and NYSE Euronext, who may directly rely on such prohibition in any conflict with any User.

2.11.2 The User acknowledges the Intellectual Property Rights of NYSE Euronext in the Market Databases in its entirety as well as parts thereof, or embodied in any information demonstrably based thereon and/or derived therefrom, irrespective of whether such information based thereon and/or derived therefrom, is (also) the product of processing, upgrading or performance by any party other than NYSE Euronext.

2.11.3 The User shall comply with and protect all ownership rights of Market Databases.

2.11.4 Ionic grants the User a non-exclusive, non-transferable licence to use the Market Databases in the manner as set forth in 2.11.5.

2.11.5 Ionic shall provide the Market Databases for the User's personal use only or for disclosure to a third party/third parties on an incidental basis only. The User shall refrain from any non-incidental disclosure of the Market Databases, processed or otherwise, to any third parties via any medium present or future. The User shall especially refrain from disclosure of Market Databases in connection with commercial information brooking,

information vending, publishing or credit rating, nor for substantial reproduction through the press of the media, nor for transmissions via any private or public network, cable or satellite system. The User shall guarantee to Ionic and NYSE Euronext that third parties will not gain access to Market Databases in any manner, other than as set forth in Ionic's agreement with NYSE Euronext. Ionic shall be entitled to request the User to submit a statement of the actual number of Devices through which Market Databases supplied under its agreement with NYSE Euronext can be received, accompanied by a declaration from the User's accountant to the effect that the statement is correct and gives a fair view of the situation.

2.11.6 Termination of Market Databases. Ionic shall be authorised to terminate the agreement prematurely with the User with immediate effect in the event if the User makes, allows or causes unauthorised and/or improper use to be made of Market Databases in such a manner as to be in violation of the User's obligations vis-a-vis Ionic under its agreement with NYSE Euronext any costs and losses as a result thereof shall be borne by the User; the User is declared bankrupt, winds up its company or is granted a (preliminary) moratorium on payment of its debts; during the term of this agreement, the User performs any activities which might be deemed to be competitive with those of Ionic or NYSE Euronext; in such event Ionic shall, promptly upon instruction of NYSE Euronext, cease disclosure of the Market Databases to the User with immediate effect, without any claim (for damages) arising on the part of the User against Ionic and NYSE Euronext.

2.11.7 Liability. Ionic agrees to work with maximum diligence towards the User to optimise the Market Databases' availability, sequence, being up to date and accuracy without guaranteeing the same to the User. Neither Ionic nor NYSE Euronext shall be liable for any loss, damage, costs, claims and expenses whatsoever to the User to which the Market Databases or other Market Databases originating from NYSE Euronext are made available, nor to any third parties for any direct or indirect damage which the User or any third party may suffer as a result of or in connection with Market Databases supplied or to be supplied by Ionic, or in any other way connected with these presents. This limitation of liability shall not apply in the event of wilful misconduct or gross negligence. The User shall indemnify Ionic and NYSE Euronext in this respect against any claims of third parties.

## 2.12 Additional Terms and Conditions of Access for Deutsche Boerse Information

2.12.1 The User is permitted to use the Licensed Information exclusively for their own purposes; onward dissemination of Licensed Information to third parties without the express prior written approval by Deutsche Boerse AG is prohibited.

2.12.2 Should the User disseminate Information onward without permission, Ionic is bound to ensure by taking appropriate measures (if necessary by suspending the supply of data) that the onward dissemination of Information without permission ceases immediately, at the latest within 30 days as of knowledge thereof. In the case of extraordinarily serious violations, Deutsche Boerse AG shall be entitled to demand an immediate cessation of the data supply to the User in question.

2.12.3 Private Investor Criteria. The User expressly confirms that he/she satisfies all of the following criteria: a) The User is a natural person; (b) the User does not operate a credit institution or financial services institution; (c) the User is not subject to any domestic or foreign banking, stock exchange, securities trading or investment supervision; (d) the User will use the Information exclusively for his/her private purposes, such as, in particular, the management of his/her own assets; (e) the User will not use the Information for business purposes, such as commercial securities trading or the professional management of third-party assets, or for his/her activities with a credit institution, a financial services institution or any other company which is subject to any domestic or foreign banking, stock exchange, securities trading or investment supervision; (f) the User will also not use the Information in any other manner for the purposes of third parties, such as, for instance, the non-professional management of third-party assets or within the framework of a non-commercial investment club; and (g) the User will not distribute the Information onward to third parties and will not make the Information available to third parties, in particular such third parties which do not qualify as Private Investors.

## 2.13 Additional Terms and Conditions of Access for Morningstar Data

2.13.1 The ShareScope/SharePad license may be terminated or suspended if the User infringes Morningstar's Intellectual Property Rights in the Information.

2.13.2 The User shall exclude all warranties as to fitness of purpose or the accuracy of the Information.

2.13.3 The User shall be responsible for determining for itself the usefulness of the Information and the purposes for which the Data Service are used. No representation, warranty or condition whatsoever is given that the Data Service shall be fit for any particular purpose nor as to the accuracy, completeness, performance, currentness or reliability of the Information.

2.13.4 The User shall be entitled to reproduce in hard copy print or in electronic form extracts from the Information but for use solely for their private purpose. The User agrees that it shall not otherwise reproduce or authorise others to reproduce the whole or any part of the information in printed or electronic form.

2.13.5 Except as provided by this Agreement, the User shall not be entitled to use, reproduce, resell, license, distribute or otherwise deal with the Data Service or any part thereof on any commercial basis or otherwise, and any and all restrictions on use and redistribution shall, notwithstanding anything contained herein, survive the termination of the Agreement for whatever reason.

2.13.6 The User acknowledges that the use and interpretation of the Information requires skill and judgement. The User warrants that it has such skill and judgement and undertakes that it shall at all times exercise its own judgement in the use of the Information and with respect to any data derived therefrom and that it shall be solely responsible for any opinions, recommendations, forecasts and other comments made or action taken by the User based (whether in whole or in part) on the Information.

2.13.7 The User acknowledges Morningstar's Intellectual Property Rights in the Information and this license prohibits the User from infringing those Intellectual Property Rights, such as the User sub-licensing the Information.

2.13.8 Morningstar may sue the End User directly pursuant to the Contracts (Rights of Third Parties) Act 1999 for any infringement of Morningstar's Intellectual Property Rights in the Information.

## 2.14 Additional Terms and Conditions of Access for London Stock Exchange Data

2.14.1 The user agrees that their use of London Stock Exchange data in ShareScope/SharePad is for use as private investors only. A private investor in the UK is someone who is not carrying out regulated activities within the meaning of the Financial Services and Markets Act 2000 and who meets all of the conditions set out below:

2.14.1.1 The user subscribes to registers for and pays for the service in a personal capacity.

2.14.1.2 The user is not currently registered or qualified as a professional securities trader or investment adviser with any national or state exchange, regulatory authority, professional association or recognised professional body.

2.14.1.3 The user does not currently act in any capacity as an investment adviser, whether or not they have at some time been qualified to do so.

2.14.1.4 The user uses the service solely in relation to the management of their personal funds and not as a trader to the public or for the investment of corporate funds.

2.14.1.5 The user does not distribute, republish or otherwise provide any data from the service to any third party in any manner.

2.14.1.6 The data charge is designed to cover individuals and will be maintained in the customer's name and not in a company name – the exception to this would be a share club operating on a non-professional basis.

2.14.2 Where you are unable to meet the criteria at points 2.14.1.2 and 2.14.1.3, but would like access solely in relation to the management of your personal funds please contact Ionic who will consult the Exchange to confirm whether private investor status is applicable.

2.14.3 You may be asked to supply satisfactory evidence that you are indeed acting in a personal capacity in respect of the management of your personal funds. If agreement is not made in advance, private investor status will not apply.

2.14.4 An overseas private investor (located outside of the UK) is a user who is not required to be regulated or supervised by a body concerned with the regulation or supervision of investment or financial services and who fulfils the criteria listed at 2.14.1.1 to 2.14.1.6 above.

2.14.5 The Exchange may contact you directly to confirm your status as a private investor.

2.15 Additional Terms and Conditions of Access for the Alpesh Patel Special Edition "APSE"

2.15.1 All content including but not limited to written and chart content in APSE InfoCentre and APSE Newsletters is the copyright of Ionic Information Ltd and Alpesh Patel Ventures Ltd. No copying is allowed except as expressly permitted by this agreement.

2.15.2 The user acknowledges that the views expressed in APSE are provided directly Alpesh Patel. They do not reflect the views of ShareScope/SharePad or Ionic Information. Alpesh's commentary and views contained in ShareScope/SharePad are for general information only, are not tailored to your individual circumstances or requirements, DO NOT CONSTITUTE INVESTMENT ADVICE, and are not intended to be relied on by individual users in making (or refraining from making) any specific investment decision. Appropriate independent advice should be obtained before making any decisions. Alpesh Patel Ventures Ltd and Ionic Information Limited do not accept liability for any loss suffered by any user as a result of any such decision.

2.15.3 Users may display APSE information on the screen of a terminal and print a paper copy of records or part records.

2.15.4 The user may use APSE for personal investment research purposes only. The user may not sell, resell or otherwise make the information available in any manner or on any media to any third party unless the user has been granted prior written consent Ionic Information or Alpesh Patel Ventures Ltd.

2.15.5 While Ionic Information and Alpesh Patel Ventures Ltd have no reason to believe that there are any inaccuracies or defects in the information comprised within the software, neither Ionic Information Ltd or Alpesh Patel Ventures Ltd make any representations and give no warranty or condition express or implied with regard to APSE including but not limited to the fitness of the information for any purpose whatsoever.

2.15.6 Except as otherwise expressly provided, neither Ionic Information nor Alpesh Patel Ventures Ltd shall be liable for any loss or damage (including consequential or indirect loss or damage which shall include but which shall not be limited to loss of property or of profit, business revenue or anticipated savings and loss of or damage to data) or for any costs, claims or demands of any nature whether asserted against Ionic Information or Alpesh Patel Ventures Ltd by any party arising directly or indirectly out of the supply of APSE, the use of or access to APSE or withdrawal or suspension of APSE without notice.

2.16 Additional Terms and Conditions of Access for Dow Jones Newswires Data

2.16.1 The Dow Jones content is the property of Dow Jones or its licensors, and is protected by copyright and other intellectual property laws. If you are an individual, you agree not to store, copy, reproduce, modify, distribute, transmit, display, perform, publish, transfer, create derivative works from, broadcast or circulate any Dow Jones ShareScope/SharePad Full User Licence

content to anyone, including but not limited to others in the same company or organization, without the express prior written consent of Dow Jones. If you are an entity, you agree not to permit access to the Dow Jones content by anyone other than an employee of you.

2.16.2 Notwithstanding the foregoing, the Dow Jones content may be copied and sent without charge in the ordinary course of business provided all copyright and other proprietary rights notices, the original source attribution, and the phrase "Used with permission from Dow Jones & Company" are included. Dow Jones content may only be used in this way for a non-commercial purpose, meaning such copying:

- (i) is made on either an infrequent or irregular basis to a limited number of individuals;
- (ii) is incidental to the purpose of your principal business;
- (iii) cannot be used as a substitute for any Dow Jones content or any substantial part of it;
- (iv) has no independent commercial value;
- (v) is not separately charged for; and
- (vi) is not made in connection with commercial information broking, information vending, publishing or credit rating, nor for substantial reproduction through the press or media, nor for transmission via any private or public network, cable or satellite system.

2.16.3 You may not post any Dow Jones content to forums, newsgroups, mail lists, electronic bulletin boards, or other services, without the prior written consent of Dow Jones. To request consent for this and other matters, you may contact Dow Jones at [djnewswires@dowjones.com](mailto:djnewswires@dowjones.com).

2.16.4 The Dow Jones content is not intended for trading purposes. The Dow Jones content is not appropriate for the purposes of making a decision to carry out a transaction or trade. Nor does it provide any form of advice (investment, tax, legal) amounting to investment advice, or make any recommendations regarding particular financial instruments, investments or products. Dow Jones may discontinue or change the Dow Jones content at any time, without notice.

2.16.5 The Dow Jones content includes facts, views, opinions and recommendations of individuals and organizations deemed of interest. Dow Jones does not guarantee or warrant the accuracy, completeness or timeliness of, or otherwise endorse, these views, opinions and recommendations.

2.16.6 DOW JONES IS NOT RESPONSIBLE FOR ANY DELAY IN YOUR RECEIPT OF THE DOW JONES CONTENT RESULTING FROM THE INHERENT LIMITATIONS OF INTERNET TRANSMISSION VIA THE WORLD WIDE WEB. DUE TO THE NUMBER OF SOURCES FROM WHICH THE DOW JONES CONTENT IS OBTAINED, AND THE INHERENT HAZARDS OF ELECTRONIC DISTRIBUTION, THERE MAY BE DELAYS, OMISSIONS OR INACCURACIES IN THE DOW JONES CONTENT. THE DOW JONES CONTENT IS PROVIDED "AS IS", WITHOUT ANY WARRANTIES. DOW JONES AND ITS AFFILIATES, AGENTS AND LICENSORS CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, CURRENTNESS, TIMELINESS, NONINFRINGEMENT, TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE DOW JONES CONTENT, AND DOW JONES HEREBY DISCLAIMS ANY SUCH EXPRESS OR IMPLIED WARRANTIES. NEITHER DOW JONES NOR ANY OF ITS AFFILIATES, AGENTS OR LICENSORS SHALL BE LIABLE TO YOU OR ANYONE ELSE FOR ANY LOSS OR INJURY, OTHER THAN DEATH OR PERSONAL INJURY RESULTING DIRECTLY FROM USE OF THE DOW JONES CONTENT, CAUSED IN WHOLE OR PART BY ITS NEGLIGENCE OR CONTINGENCIES BEYOND ITS CONTROL IN PROCURING, COMPILING, INTERPRETING, REPORTING OR DELIVERING THE DOW JONES CONTENT. IN NO EVENT WILL DOW JONES, ITS AFFILIATES, AGENTS OR LICENSORS BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DECISION MADE OR ACTION TAKEN BY YOU IN RELIANCE ON SUCH DOW JONES CONTENT. DOW JONES AND ITS AFFILIATES, AGENTS AND LICENSORS SHALL NOT BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR SIMILAR DAMAGES), OTHER THAN DIRECT



DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE LIABILITY OF DOW JONES, ITS AFFILIATES, AGENTS AND LICENSORS ARISING OUT OF ANY CLAIM RELATED TO THIS AGREEMENT EXCEED THE AGGREGATE AMOUNT PAID BY YOU FOR THE DOW JONES CONTENT IN THE 12 MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. BECAUSE SOME STATES OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR DAMAGES OR THE EXCLUSION OF CERTAIN TYPES OF WARRANTIES, PARTS OR ALL OF THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

2.16.7 These Terms of Use, your rights and obligations, and all actions contemplated by these Terms of Use will be governed by the laws of England and Wales, and You and Dow Jones agree to submit to the exclusive jurisdiction of the English Courts.

2.16.8 If any provision in these Terms of Use is invalid or unenforceable under applicable law, the remaining provisions will continue in full force and effect, and the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision.

2.17 Additional Terms and Conditions of Access for other data

2.17.1 Users may be required to sign or make online agreements with Information Suppliers including but not limited to NASDAQ. These agreements may include declarations of private investor status. These agreements are supplementary to this agreement with Ionic for use of ShareScope/SharePad. Terms contained in this licence apply equally to all ShareScope/SharePad data sources and Information Suppliers including those with supplementary agreements. Breach of a supplementary agreement may mean that Ionic is required to cooperate with the Information Supplier including but not limited to terminating your data feed or use of ShareScope/SharePad or assisting the Information Supplier in enforcing its agreement with you.

3. Charges

3.1 The User is responsible for providing his or her own telecommunications and other equipment for access to ShareScope/SharePad.

3.2 ShareScope/SharePad is provided only where the current fees are paid by the User. Payment is by continuous authorisation against the User's credit card or direct debit from the User's bank account and is levied monthly or annually dependent on the user's subscription. All new accounts may be subject to credit checks before acceptance and Ionic reserves the right to reject any application for ShareScope/SharePad at its discretion.

3.3 Fees may be increased by Ionic on one month's notice to the User at any time.

3.4 In addition to rights to increase fees in clause 3.3, Ionic reserves the right to vary these terms and conditions on giving reasonable notice to the User at any time.

3.5 Where the User is a consumer under the Unfair Terms in Consumer Contracts Regulations 1994 the User may terminate this Agreement by notice in writing or email to expire when such to Ionic where the fees are increased under clause 3.3 or terms varied under clause 3.4 above.

3.6 Administrative policies with regard to inter alia ShareScope/SharePad product type, subscription type, payment, upgrades, downgrades, account administration and cancellation are detailed below. Ionic reserves the right to vary these terms and conditions from time to time.

3.6.1 The 30 day money back guarantee is available for the first subscription month only. The 30 day period begins from the day the user initially joins ShareScope/SharePad ("the joining date"). This offer is only available once per user. Subsequent monthly or annual subscription payments will not be refunded. Ionic's information suppliers charge for a whole month as soon as that month's data is made available.

3.6.2 After the first subscription month, users paying monthly will be billed on the 1st or the 15th of the month, whichever comes sooner, until and unless Ionic receives notice of cancellation. If the billing date of any given month falls on a weekend or bank holiday the billing date will be on the nearest available working day. If the user elects to pay by Direct Debit and Ionic does not receive the completed Direct Debit form in time, subscription payments will be taken by Credit Card where possible unless Ionic is specifically informed otherwise.

3.6.3 Users paying annually will be notified by email at least 30 days before the next payment is due to be taken.

3.6.4 If for any reason a ShareScope Pro, SharePad Pro or Level 2 monthly subscription payment is not received, Ionic will attempt to contact the user immediately. If the user cannot be contacted and payment is not taken, the account will be deactivated by the close of business on the same day. If a ShareScope Gold, ShareScope Plus, SharePad or Alpesh Patel Special Edition ("APSE") subscription payment is not received, the user will have one week in which to pay. If Ionic does not receive the outstanding subscription payment in this time the account will be deactivated.

3.6.5 Users wishing to cancel their subscription must do so via the ShareScope website, by email or by letter. You will not be entitled to any refund of the subscription fee. If requested, the account will be available for use until the next billing date when it will be deactivated. Ionic will confirm your cancellation by email or letter. If you cancel, you can resubscribe to ShareScope at any time via our website or by calling 0800 052 1515.

3.6.6 Users wishing to downgrade to another ShareScope or SharePad service will not be refunded any part of the subscription fee. To downgrade the user must inform Ionic in writing (letter or email). The downgrade will happen at the next billing date. The customer's monthly billing date will remain unchanged and on the corresponding date each month until further notice the user will be charged at the relevant monthly subscription rate.

3.6.7 Users may upgrade to another ShareScope or SharePad service at any time via our website or by calling 0800 052 1515.

3.6.8 The Alpesh Patel Special Edition ("APSE") is available only to users with an active subscription to ShareScope Gold, Plus or Pro. It is available by annual subscription only. A 30 day money back guarantee is available from the day the user first subscribes to APSE. This offer is only available once per user. Thereafter annual subscription payments will not be refunded.

3.6.9 ShareScope/SharePad promotional offers cannot be used in conjunction with any other promotion, unless otherwise indicated. Promotions are non-transferable, not valid on past purchases and cannot be exchanged for cash. Ionic Information reserves the right to change promotion rules and withdraw a given promotion at any time.

3.6.10 Level 2 data subscriptions are only available to users with an active subscription to ShareScope Gold and Plus. Level 2 data is included with ShareScope Pro and SharePad Pro subscriptions.

3.6.11 Ionic reserves the right to amend these terms and conditions from time to time.

#### 4. Passwords

4.1 Ionic gives each User a password for access to ShareScope/SharePad which should be kept confidential. Failure to keep the password confidential could lead to disconnection from the service.

#### 5. Copyright, Other Intellectual Property Rights

5.1 All copyright, trademarks or other intellectual property rights which subsist or are used in ShareScope/SharePad belong to Ionic, its Information Suppliers or their suppliers and remains their property absolutely. All material in physical form supplied similarly remains their property.

5.2 On termination of this Agreement all use by the User of such rights under clause 5.1 shall cease.

## 6. Exclusion of Liability

6.1 Ionic accepts liability to the User for death and personal injury arising (i) in all cases from its negligence and, (ii) in the case of consumer contracts to which the Unfair Terms in Consumer Contracts Regulations 1994 apply ("consumer contracts") which results from its acts or omissions or those of its employees.

6.2 Ionic accepts liability to the User which may not be excluded by the Financial Services Act 1986 and regulations made under that Act which may not as a matter of English law be excluded.

6.3 Ionic and Ionic's Information Supplier use all reasonable endeavours to ensure the accuracy, reliability and continuity of ShareScope/SharePad. Ionic accepts liability for direct loss suffered by Users, but only where such loss is proven by court judgement to have been the direct result of a negligent act or omission of Ionic and only subject to clause 6.4 below.

6.4 Ionic's liability to User under this Agreement or otherwise shall be limited to the sum of the charges paid by the User to Ionic in the preceding 12 months before such claim is made.

6.5 Except in relation to liability under clauses 6.1 and 6.2 which may not by law be excluded or limited and liability under clause 6.4, Ionic excludes all liability to the User whether in contract or tort, whether direct or indirect and in no circumstances shall be responsible for any consequential loss, loss of profit, revenue or goodwill and excludes all terms implied by law whether as to satisfactory quality, fitness for purpose, due care and skill or otherwise. For the avoidance of doubt Ionic in particular, but without limitation, excludes liability in relation to any error, defect or omission in ShareScope/SharePad or its failure to be available.

6.6 Ionic makes no warranty that ShareScope/SharePad's functions will meet the User's requirements or that ShareScope/SharePad will be uninterrupted or error free nor that defects in it will be corrected. No warranty is given (and all liability excluded) that ShareScope/SharePad will produce particular results.

6.7 IONIC AND ITS INFORMATION SUPPLIERS DO NOT HOLD THEMSELVES OUT AS PROVIDING ANY LEGAL, FINANCIAL INVESTMENT OR OTHER ADVICE TO THE USER. THEY DO NOT MAKE ANY RECOMMENDATION OR ENDORSEMENTS OF ANY INVESTMENT PRODUCT OR SERVICE NOR OFFER ADVICE ON TYPES OF PRODUCT, WHETHER THEY BE SUITABLE, THEIR LIKELY VALUE OR WHETHER AN INVESTMENT IS A SUITABLE OR WISE INVESTMENT OR INVESTMENT STRATEGY. THE USER MAKES HIS OR HER OWN DECISIONS IN THIS RESPECT AND IS FULLY AND SOLELY RESPONSIBLE FOR ALL DECISIONS MADE THROUGH USE OF ShareScope/SharePad.

6.8 Ionic shall not be liable for any delay or failure to perform this Agreement through any circumstances beyond its reasonable control, including Acts of God, strikes, failure of suppliers or subcontracts or interruption of telecommunications links. In particular, but without limitation, Ionic shall not be liable for a failure to perform this Agreement through a failure to supply information from its Information Supplier.

6.9 Ionic gives no warranty that ShareScope/SharePad is compatible with any computer system used by a User.

6.10 Ionic reserves the right to vary or modify or discontinue any part or all of ShareScope/SharePad without any obligation to notify you in advance. If the User has made any payment in advance this will be refunded as to the part attributable to the part withdrawn or modified in Ionic's discretion. Other than this Ionic shall have no other liability to the User, whether in contract, tort or otherwise, in relation to such modification or discontinuance.

## 7. User's Warranties

7.1 The User warrants he or she will not, nor enter into any arrangement or agreement which would allow any third party to, alter or modify the information supplied in ShareScope/SharePad or in any way affect or infringe the

User's and its Information Supplier's or their supplier's copyright in ShareScope/SharePad except as permitted under this Agreement.

7.2 The User warrants he or she is a "private investor" within the definitions contained elsewhere in this licence and in any supplementary online agreements signed or made in the course of using ShareScope/SharePad and indemnifies Ionic against all fines and charges that it may incur through the users false declaration of private investor status.

## 8. Termination

8.1 Ionic may terminate this Agreement forthwith by notice to the User where the User is in breach of any term of this Agreement or where the agreement between Ionic and its Information Supplier is terminated and Ionic is unable to arrange an alternative Information Supplier with acceptable terms and quality. On termination for breach the User shall not be entitled to any refund of money paid. Ionic may also suspend ShareScope to the User where it is investigating a suspected breach of contract.

8.2 Either party may terminate this Agreement on one month's notice to the other at any time from the date of receipt of such notice.

8.3 On termination the User shall immediately cease all use of ShareScope/SharePad.

8.4 Termination of this Agreement shall not affect any rights or obligations accrued before termination.

## 9. Personal Data

9.1 Ionic values the privacy of its members. Ionic collects, stores and uses personal data in a manner compliant with the General Data Protection Regulation (GDPR) 2018.

9.2 Ionic applies the following policies to all information that personally identifies ShareScope/SharePad users, former users, their accounts, portfolios and visitors to our website ("personal information"). Ionic's full Privacy Policy can be viewed at [www.sharescope.co.uk/privacy.jsp](http://www.sharescope.co.uk/privacy.jsp).

9.3 Personal information supplied voluntarily to become a ShareScope/SharePad subscriber is used to complete transactions, ensure appropriate legal use of ShareScope/SharePad software, provide notification about updates to ShareScope/SharePad software, data and services, and to provide technical, account and product support to our subscribers and deliver relevant specialised services or communications from Ionic. At the point of data collection you will be offered communication and privacy options.

9.4 During the installation process and when you load, update or connect ShareScope/SharePad software, information may be placed on your hard drive to enable the proper functioning of the software and unique identifying information about your computer may be sent back to Ionic to ensure it is only used when properly licensed.

9.5 Ionic never sells or rents your personal information to anyone.

9.6 In ShareScope, any portfolios and transactions are stored on your local computer. Ionic does not have access to this data unless you choose to share this information with Ionic, for example, in resolving a Support query. If you subscribe to SharePad, our web-based service, your portfolios are encrypted and stored on our secure servers (in a separate location to your contact details). Ionic will not access this data unless you grant access. In these cases Ionic shares that information only with those necessary within the company to resolve your query or provide the service. Ionic Information does not use, nor allow third parties to use, customer portfolios to derive information of any kind.

9.7 Ionic does not disclose personal information to third parties, unless one of the following limited exceptions applies.

9.7.1 As part of our data and exchange reporting obligations we may disclose personal information to entities (including but not limited to companies and stock exchanges) that provide price and other data for your ShareScope/SharePad account. Ionic understands that these entities require this information to maintain effective controls over the distribution of their data.

9.7.2 Ionic may disclose personal information to companies that help us process transactions on your account.

9.7.3 We may disclose information to group companies of Ionic Information.

9.7.4 Occasionally, Ionic uses the services of third party mailing houses that are authorised to use your personally identifiable data only for the benefit of Ionic and its group companies and ONLY where you have indicated that you consent to receive communications from Ionic.

9.7.5 Where required by law or to protect and defend its rights or property Ionic may disclose or report personal information. For example, Ionic may be required to co-operate with regulators or law enforcement authorities, resolve consumer disputes or to perform credit or authentication checks that require the use of your personal information.

9.7.6 Where information is disclosed to third parties we ensure that they have suitable policies in place to protect your personal information, that prohibit them from using your personal information for their own marketing purposes and require them to maintain the confidentiality of your personal information.

## 10. General

10.1 Waiver- the failure or delay by Ionic to take any action in relation to any breach of this Agreement shall not be a waiver or any such breach and shall not prevent subsequent enforcement of such right.

10.2 Severance - where any provisions of this Agreement are found by a court or authority to be invalid or unenforceable this shall not affect any other provision of this Agreement and such clause shall be deemed severed from this Agreement and the parties shall agree a substituted term which is valid but which most closely represents the intention of the original provision.

10.3 Entire Agreement - this Agreement is the entire agreement between the parties as to its subject matter and supersedes all prior agreements, statements, negotiations, representations and proposals, whether written or oral.

10.4 Law and Jurisdiction - this Agreement is subject to English law and the User agrees to submit to the exclusive jurisdiction of the English courts in relation to any dispute hereunder.

10.5 Assignment - this Agreement and the license contained herein is personal to the User and non-transferable. The User may not assign, mortgage, sublicense, charge or subcontract this agreement or its rights hereunder.

10.6 Notices - all notices to be provided under this Agreement shall be in writing, email or other electronic means of display. Notices in writing will be to the parties' addresses as notified to each other and sent either by post first class or by hand and shall be deemed served when delivered by hand and where posted deemed served within 48 hours of posting. Notices delivered by electronic means shall be deemed served immediately.

10.7 In this Agreement all references to the masculine shall include the feminine and vice versa and the singular shall include the plural and vice versa.

10.8 Clause headings are inserted for ease of reference only and shall have no effect in the construction of this Agreement.