

Arden Partners plc - Terms of Business (effective 23/08/2010)

1. Acceptance of these Terms and Conditions shall constitute the formation of a contract between you and Arden Partners and also between you and BNP Paribas Securities Services ("BP2S"). Your acceptance of these Terms and Conditions shall be evidenced on the first and each occasion you instruct Arden Partners plc to effect an investment transaction on your behalf pursuant to these Terms and Conditions.
2. In these Standard Terms and Conditions of Business the following expressions shall have the meanings set opposite them respectively except where the context otherwise requires: -

"Arden"/"we"/"us" our"	Arden Partners plc (a company registered in England, registered number 4427253)
"BP2S"	BNP Paribas Securities Services (registered at the Companies Register of Paris under number 552.108.011 RCS Paris, whose registered office is at 3 rue d'Antin, 75002 PARIS, France, and operating through its branch in London, at 55 Moorgate, London, EC2R 6PA, United Kingdom)
"Terms and Conditions"/ "Contract"	Standard Terms and Conditions of Business.
the "FSA"	The Financial Services Authority
"intermediate customer"	FSA Investor classification under FSMA
"market counterparty"	FSA Investor classification under FSMA
"Professional Client"	FSA Investor classification under MiFID (effective 01/11/07)
"Eligible Counterparty"	FSA Investor classification under MiFID (effective 01/11/07)
"FSA Rules"	FSA rules laid out in the FSA Handbook under FSMA or MiFID
"FSA Rules-MiFID"	FSA rules laid out in the FSA Handbook under MiFID (effective 01/11/07)
"COBS"	FSA conduct of business rules under MiFID
"investment advice"	Advice on investment as defined by the FSA in COBS
"suitability"	Investor suitability as defined by the FSA
"Instruction"	Any instruction, notice, request, direction, certificate or other document or communication by any means if accepted by an authorised Arden employee.
"BP2S Agreement"	An agreement dated <i>24 March 2010</i> between Arden and BP2S whereby BP2S will provide settlement for you (and other customers of Arden) in relation to Securities executed on your behalf by Arden pursuant to these Terms and Conditions

3. Arden is authorised and regulated by the FSA to classify as professional client or eligible counterparty under MiFID. Unless otherwise stated we will classify you as a Professional Client for MiFID business.
4. Arden shall be entitled to act on your instructions to execute transactions on your behalf in any Investment Instrument, as permitted by the FSA and as set out on the FSA website under the Arden entry FSA ID 214032, and be entitled to provide investment advice and dealing services in connection with such Instruments.
5. Whenever Arden accepts an instruction from you to execute any transaction in Securities, Arden shall do so on the basis that:
 - a. all such transactions shall be executed by Arden subject to applicable FSA rules and the rules of any relevant investment exchange;
 - b. information on Arden's best execution policy for such transactions is set out in Appendix B to these terms and you hereby consent to that policy as amended from time to time including the possibility that it will execute some transactions otherwise than on an EEA regulated market or multilateral trading facility;
 - c. under COBS 11.3, Arden may combine orders that are received for your account with orders that are received for the accounts of its other clients or with its own orders.
 - d. following the execution of any transactions by Arden, Arden shall send a contract note to you. The terms of any contract note shall be conclusive as to any matter contained or provided in such note.
6. Arden may, at its discretion, provide to you from time to time on its own initiative information, advice on investments and recommendations on Investment Instruments. However, Arden will not be obliged to provide continuous advice on investments in relation to the management of any Securities purchased by you pursuant to these Terms and Conditions or otherwise in relation to your investments. Under "FSA Rules-MiFID" Arden will only give you "investment advice" if we have assessed your "suitability" and investment aims to establish our assessment of your investment profile on the information that you may provide. If we judge that we have sufficient knowledge of your investment profile and investment aims we may also offer you with personal recommendations.
7. Arden employees are empowered to offer you investment information. This investment information will cover Arden research stocks and other related investment information.
8. Arden may, at its discretion, delegate any of its obligations pursuant to these Terms and Conditions to agents or brokers (including associated companies) selected by Arden. Any such delegation will not affect Arden's liability to you.
9. Arden may enter into transactions in Securities with you in which Arden is acting as a principal rather than as agent on your behalf. Arden will, nevertheless, continue to be subject to FSA Rules requiring us to act, at all times, in your best interests. If Arden acts as principal, it will be stated on the contract note.
10. We may assess your investment activities to facilitate continued provision of personal recommendations by our staff or you may choose to operate with us on an execution only basis. Under COBS 10.4 we are not required to assess appropriateness if you instruct us on an execution only basis.
11. Arden 's Conflicts of Interest statement is at Appendix A.
12. We will agree charges between us from time to time.

Conflicts of Interest

13. Arden or its associates may provide services or enter into transactions in relation to which Arden or its associates has, directly or indirectly, a material interest or a relationship of any description with a third party which may involve a conflict of interest or potential conflict of interest where you may, for example:

- a. be the counterparty to a transaction that is executed by Arden (whether or not involving a mark-up or a mark-down by Arden or its associates);
- b. be the financial adviser, broker, sponsor or NOMAD, or a combination of these roles to the issuer of the investment to which any instructions relate;
- c. have a long or a short position in the investments to which any instructions relate; or
- d. be connected to the issuer of the investment to which any instructions relate.

A summary of Arden's conflicts management policy is set out in Appendix [B]

Arden and BP2S reserves the right to alter these terms at any time, upon giving prior notice unless it is impracticable in the circumstances to give such notice.

Settlement Terms

14. We have entered into an agreement with BNP Paribas Securities Services ("BP2S"), whereby BP2S has agreed to provide settlement and associated services to you (the "BP2S Agreement"). The principal terms and conditions of the BP2S Agreement are summarised below.
15. By giving us instructions to deal, you agree that:
 - a) we are authorised under the terms of the BP2S Agreement to act on your behalf in relation thereto as your agent on the terms summarised below (and such additional terms as we may agree with you);
 - b) acceptance of these terms will constitute the formation of a contract between you and ourselves and also between you and BP2S and that you will be bound by the applicable terms of the BP2S Agreement reproduced here;
 - c) we are authorised to give instructions to BP2S on your behalf in accordance with the Terms; and
 - d) BP2S is authorised to receive and/or deliver cash or investments from your account with your custodian to meet your settlement or other obligations to BP2S
16. Under the BP2S Agreement you will remain a customer of ours but will also become a client of BP2S for settlement purposes only. BP2S shall act as your settlement agent but shall not be considered your agent for any other purposes. We retain responsibility for compliance and regulatory requirements regarding our own operations and the supervision of your account with us. In particular, we remain responsible for approving the opening of accounts, money laundering compliance, accepting and executing securities orders and for our on-going relationship with you. BP2S neither provides investment advice nor offers any opinion regarding the suitability of any transaction or order. You should direct all enquiries regarding your account to us as BP2S will not accept instructions from you directly.

Settlement of Transactions

17. All transactions will be due for settlement in accordance with market requirements. You will ensure that BP2S will receive all cash and securities when due with respect to any transaction which BP2S is to settle on your behalf and that all cash or investments transferred to BP2S will be and remain free of any lien, charge or encumbrance. All payments due to BP2S will be made without set-off, counterclaim or deduction.

If BP2S has not received from you sufficient securities (in deliverable form) or cash (in cleared funds) to enable BP2S to settle a transaction, BP2S may at its sole discretion settle the transaction but it is not obliged to do so. In such circumstances if BP2S determines to settle a transaction, you shall not have any interest in any cash or securities of BP2S prior to it settling a transaction by transferring such securities or cash.

18. Where you are acting as agent for your underlying clients, you represent and warrant that you have control over, and have full authority to use sufficient of your underlying client's resources to meet any obligations incurred by you on behalf of the underlying client in relation to any transaction and that you have full authority to direct the custodian, if any, of any of the underlying client's resources to meet any obligations so incurred. Further:
 - 18.1 you represent and warrant to, and for the benefit of, BP2S that you have been duly authorised by, and will continue to take all necessary steps to continue to be duly authorised by each person who is a party to a transaction in respect of which you request BP2S through us to provide clearing and settlement services;
 - 18.2 you represent and warrant to, and for the benefit of, BP2S that you will notify us immediately on ceasing to be so authorised in respect of any such underlying client;
 - 18.3 the underlying client's resources referred to above will be used to meet any obligations incurred by you on behalf of the underlying client in relation to any transaction; and
 - 18.4 you will not effect any transaction for an underlying client if you have any reason to believe that the underlying client will not be able or willing to meet its obligations in connection with that transaction and will notify us as soon as reasonably practicable if you have any reason to believe that the underlying client will not be able or willing to meet its obligations in connection with any transaction.

Settlement of Your Investments

19. Acceptance of these terms provides authority for your custodian to transfer securities to BP2S to meet sales effected for your account, acceptance of offers, or other matters covered by this Agreement.
20. Any instructions regarding the administration of investments transferred to BP2S in the course of settlement should be made in writing, to us, for onward transmission to BP2S. We do not accept from, or send instructions to, third parties unless a valid power of attorney has been established for this purpose.

Default Provisions

21. You confirm that in the event of BP2S not receiving either cash or securities when due, in respect of any transaction which we or they are to execute or settle, or in the event of you or us not taking all such steps as may be necessary to secure the due and prompt execution and settlement of any such transaction, we or BP2S may cancel, close out, terminate or reverse the relevant contracts and sell, charge, pledge or otherwise dispose of the relevant investments held for you, at whatever price and in whatever manner we or BP2S see fit exercising reasonable discretion (without being responsible for any loss or diminution in price), and we or BP2S may enter into any other transaction, or do, or not do anything which would, or could have the effect of reducing, or eliminating any liability under any transaction, position or commitment undertaken for you.
22. You will provide us and BP2S with all such information and co-operation at your own cost (including, if appropriate, all relevant details pertaining to the identity of your underlying client on whose behalf you are acting as agent) as we or BP2S shall reasonably request in order to enable us or BP2S to exercise any rights against the underlying client or the underlying client's assets in the event of non-payment or non-delivery including, without limitation, taking such action as BP2S may require to perfect or enforce any security interest over your underlying client's assets in such event.

23. The proceeds of sale (net of costs) will be applied in or towards the discharge of your liabilities and either we or BP2S will account to you for any balance. In the event that such proceeds are insufficient to cover the whole of your liabilities, you will remain liable for the balance.

Liability

24. BP2S shall not be liable for any loss to you arising from the arrangements with BP2S, whether in contract, tort, under statute or otherwise, other than as a result of BP2S's negligence, fraud or wilful default.
25. Notwithstanding clause 10, BP2S shall not be liable to you for any: (a) loss of profit; (b) loss of revenue; (c) loss of anticipated savings; (d) loss of contract or opportunity; (e) loss of goodwill or reputation; (f) loss arising from any fine or penalty imposed on you by a third party or Regulatory Authority; (g) loss as a result of a failure by any counterparty to transfer cash or securities to BP2S in accordance with its obligations to settle a Transaction; or (h) indirect or consequential loss of whatever nature including any loss of a type described in sub-clauses (a) - (e) (inclusive) above which could be regarded as indirect or consequential and whether or not reasonably foreseeable or actually contemplated by the parties.
26. Save in respect of: (a) death or personal injury resulting from the negligence or wilful default of BP2S or its directors, employees or agents; (b) fraud or of any statements made fraudulently by BP2S or its directors, employees or agents; or (c) to the extent that such exclusion or restriction is not permitted by the Applicable Regulations, the maximum aggregate liability of BP2S under the BP2S Agreement in respect of the provision of its services to you or otherwise and whether in contract or tort (including negligence and breach of statutory duty and including BP2S' directors, officers, employees, contractors or agents) shall be limited in respect of a single event to: (i) where the event in question relates to Securities, an obligation to deliver, securities which are in all respects equivalent to the securities in which the liability in question has arisen (the "Equivalent Securities") or, at BP2S' option, to promptly pay to you an amount in cash equivalent to the market price of such Equivalent Securities (such market price being the exercise price that is or would need to be paid in order to purchase such Equivalent Securities); and/or (ii) where the event in question relates to cash, the value of the cash in relation to which the liability has arisen, together with an amount equal to interest on the amount of such cash calculated at the rate of 4% per annum above the Overnight Sterling BBA LIBOR Rate for the period from (and including) the day on which the relevant event occurred to (but excluding) the day on which the liability is discharged, provided that you, in each case, have taken reasonable steps to mitigate such costs and such costs have not been caused in whole or in part by any breach of the Agreement, negligence, wilful default or fraud on your part.
27. BP2S will have no liability for any market or trading losses you may incur.
28. You, and if you are acting as agent, each of your clients undertake to indemnify BP2S and its associates on an after tax basis on demand against all losses (including legal costs) other than losses that are the result of BP2S' and its associates' negligence, wilful default or fraud which arise directly or indirectly as a result (by way of illustration) of: (a) the provision of the services or the enforcement of its rights under the BP2S Agreement; (b) any default and any other material breach by you, or your client, as the case may be, of any provision of the applicable terms of the BP2S Agreement including any failure to make payment or delivery when due, the enforcement, preservation, amendment, waiver or release of any security interest created under the BP2S Agreement and any claim made against BP2S which would not have arisen if the security interest created under the BP2S Agreement had not been granted; (c) any representation or warranty given by you being untrue or misleading in any material respect; (d) the rejection by a clearing house of any Transaction submitted for registration under any relevant clearing agreement; and (e) any losses caused as a result of a failure by a counterparty to transfer securities or cash to BP2S in accordance with its obligations under the Transaction.
29. BP2S will have no liability for any circumstance or failure to provide any service if such circumstance or failure results from any event or state of affairs beyond its control including, without limitation, any failure of communication or computer systems or equipment or the suspension of trading by any exchange or clearing house.

30. We and BP2S acknowledge that you may act in an agency capacity in relation to your clients for certain purposes. Notwithstanding the foregoing, you hereby acknowledge and agree that: (i) your obligations and liabilities; and (ii) the rights and entitlements of BP2S, in each case as described herein and/or in the BP2S Agreement, shall remain unaffected by any provision in any terms of business you may seek to put in place or any variation you may seek to make to terms of business existing between you and us concerning any matter including without limitation the capacity in which you act in relation to your clients and any related question of liability. In the event of any conflict between these terms and any terms you seek to put in place or vary, these terms shall prevail.

Power to Sell or Close Out

31. In the event we terminate the BP2S Agreement or in certain other circumstances (such as those set out in clause 21 of the Agreement), BP2S may: (a) treat any or all outstanding investment transactions as cancelled and terminated; and/or (b) sell or realise any investment which it is holding or is entitled to receive on your behalf and/or on behalf of your clients, without responsibility for any loss or diminution, in order to realise funds sufficient to satisfy any amount owed by you to it and/or where you are acting as agent for any clients, owed by one or more such clients, to it; and/or (c) cancel, close out, terminate, reverse all or any transaction or open position, and take any other action which they consider necessary or appropriate to reduce the loss or otherwise recover any amount owed by you or your clients to BP2S.

Early Termination

32. BP2S may at any time in its absolute discretion suspend the provision of its services to you and/or any of your clients with a view to ceasing to treat you and/or any such clients as its client or clients and closing any related accounts accordingly. Such suspension shall take effect immediately upon BP2S giving notice to us of its intention to terminate the relevant relationship. BP2S will, upon request, notify us in writing of the reasons for such suspension and proposed termination (save where precluded from so doing in accordance with Applicable Regulations) and, after the expiry of 5 business days following such notification, if we have not satisfied BP2S that you and/or your client as the case may be should continue to be treated as its client, BP2S shall cease to treat you and/or your client as its client and close any related accounts accordingly.

Complaints

33. All complaints concerning an aspect of the service provided to you by BP2S should be directed to the Client Services Desk but a copy of your complaint may be sent to: The Compliance Officer, BNP Paribas Securities Services, 55 Moorgate, London, EC2R 6PA.
34. BP2S will endeavour to resolve your complaint as quickly as possible, but in any event, will acknowledge receipt of your letter within five business days. The acknowledgement will include a full copy of BP2S' internal complaints handling procedure. Upon resolution of your complaint, BP2S will send you a final response letter, which sets out the nature of that resolution and any applicable remedy.

Data Protection and Confidentiality of Information

35. BP2S may use, store or process personal information provided by you or us for provision of the services, administering your account or for purposes ancillary thereto, including, without limitation, for the purposes of credit enquiries or assessments.

36. The information BP2S holds about you is confidential and provided it is not already in the public domain will only be used for provision of the services and only be disclosed outside the group of companies to which BP2S belongs, in the following circumstances: (a) where required by law, any Clearing House, exchange or regulatory, government or tax authority having control or jurisdiction over BP2S (or any respective associate); (b) to investigate or prevent fraud or other illegal activity; (c) for purposes ancillary to the provision of the services or the administration of your account, including, without limitation, for the purposes of credit enquiries or assessments; or (d) was lawfully in BP2S' possession prior to its disclosure by you.
37. You consent to the transmission of your data outside of the EEA. You should let BP2S know if you think any information it holds about you is inaccurate, so that BP2S may correct it.
38. BP2S will retain your records in accordance with legal and regulatory requirements. This period may be extended by force of law, regulatory requirement or agreement amongst us in relation to the records retained by us.

Miscellaneous

39. BP2S may delegate performance of any part of the services provided under the BP2S Agreement, provided such delegation shall not relieve BP2S of its liability under the BP2S Agreement. BP2S shall exercise reasonable skill and care in the selection and monitoring of delegates so appointed.
40. BP2S reserves the right to amend the terms of the BP2S Agreement, subject to our prior consent save where changes in legal or regulatory requirements make an immediate change or changes in the manner in which BP2S provides services necessary.
41. BP2S has certain rights to assign or transfer its rights under the BP2S Agreement and transfer or otherwise dispose of its obligations under or in connection with the BP2S Agreement without your prior written consent.
42. BP2S is authorised by the Comité des Établissements de Crédit et des Entreprises d'investissement and is regulated by the Financial Services Authority for the conduct of UK business and is a member of the London Stock Exchange. BP2S has a branch registered in England, branch number BR006393 and has its registered office at 55 Moorgate, London EC2R 6PA.

APPENDIX A

Arden Partners plc - Conflicts of Interest statement

1. Arden Partners plc ("Arden") is a research driven institutional stock broker specialising in small to mid "cap" public quoted firms on the London Stock Exchange.
2. In accordance with regulatory requirements, we have taken reasonable steps to identify conflicts of interest that exist, or may exist, between Arden and its clients or between one client and another.
3. We have also reviewed the organisational and administrative arrangements in place to manage such conflicts and are of the view that, save for the matters outlined below, they are sufficient to ensure with reasonable confidence, that risk of damage to clients' interests will be prevented.
4. Arden offers agency broking services together with the provision of corporate finance advice to small and mid cap companies. Arden has permission under the FSA rules to transact broking business on a principal basis for its own benefit.
5. Arden aims is to provide value to clients by producing high quality research which has been prepared in an environment which promotes good ideas, is commercially focused and is prepared on a timely basis which allows clients time to think.
6. Arden recognises that clients will expect all research output to be impartial. To that extent, and in the context of the FSA rules relating to Conduct of Business, we have carried out a review of the types of research that we provide, the relationships which may exist (both internal and external), and timing of publication. This review has been carried out by Arden Partner's Risk Committee ("RC") which has ongoing responsibility for compliance within the firm. The RC has concluded that not all types of research output including recommendations present the same potential for conflicts of interest.
7. Arden have implemented systems, controls and procedures. Collectively these aspects comprise part of our "senior management arrangements systems and controls (SYSC)" and enable the firm to identify and effectively manage potential conflicts of interest throughout the firm. Our SYSC environment includes policies relating to the operation of (amongst others): Chinese Walls, Personal Account Dealing rules and, Remuneration of Analysts.
8. This policy document is prepared for compliance purposes only and is not intended to create third party rights nor to form the basis, either implied or otherwise, of any contractual agreement between Arden and their direct or indirect clients.
9. Should any person require a copy of our detailed procedures please contact our Director of Compliance at the following address:

Arden House
Highfield Road
Edgbaston
Birmingham
B15 3DU

APPENDIX B

Arden Partners plc - Best Execution Policy

1. Arden Partners plc ("Arden") is a research driven institutional stock broker specialising in small to mid "cap" public quoted firms on the London Stock Exchange.
2. Post MiFID, and in accordance with regulatory requirements set out by the Financial Services Authority ("FSA"), we are required to provide clients with information about the steps we take to obtain the best possible result where we are executing their order. These are set out below.
3. Arden offers its clients best execution on investment in the stocks (instruments) on which it provides research coverage and other instruments from time to time. Arden offers best execution to its clients subject to the following conditions:
 - a. Liquidity is deep enough in an instrument at any one time to accommodate the entire order.
 - b. Partial fills will be treated as subject to best execution in their entirety, not their component parts.
 - c. The client order is within normal market size (NMS)
 - d. The client order is below the size shown on the screen as provided by the execution venue.
 - e. Whichever is the lesser of c and d above.
4. Best Execution will be judged at the second that the order is executed. If the fill is partial, the total order will be instigated by the initial partial fill and concluded on the execution of the completing fill for Best Execution assessment purposes.

Execution Factors

5. In considering how we might achieve the best possible result for a client order, we will take a number of factors into account, including price, cost, speed, likelihood of execution and settlement, size, nature of the order or any other considerations relevant to the execution of that order.
6. In determining the relative importance of these factors, we will use our own commercial experience and judgement together with the size and nature of the order, the characteristics of the financial instruments to which the order relates, as well as the possible execution venues to which that order can be directed.
7. In general, we will regard price as the most important of these factors for obtaining the best possible result. However, we recognise that there may from time to time be circumstances for some clients, particular instruments or markets where other factors may be deemed to have a higher priority.

Execution Venue

8. In establishing our Execution Policy, The London Stock Exchange (LSE) will be our principle venue but in the future there may be a variety of different execution venues that we intend to use to obtain the best possible result on a consistent basis when executing orders on behalf of clients particularly under MiFID in the future. It is therefore possible that client orders may be executed on a venue which is not a Regulated Market or a Multilateral Trading Facility ("MTF"). Some financial instruments may only be traded on one venue.
9. Whilst the LSE is currently our principle venue we will regularly assess the execution venues available so that we can add venues which enable us to obtain the best possible result. You should, from time to time, refer to our website for our principal execution venues, as changes will not be separately notified.

10. We may transmit client orders to another broker or dealer (including a retail service provider ("RSP")) for execution. In such cases we may
 - a. determine the ultimate execution venue ourselves by accessing specific execution venues through such third parties; or
 - b. instruct this other broker or dealer accordingly (having already satisfied ourselves that they have arrangements in place to enable us to comply with our execution obligations to you).
11. Where we direct an order to an RSP, then the RSP and not Arden may be executing the order.

Limit Orders

12. If an order has been placed with us with a limit on the price for execution, we may not be able to execute it immediately. Consequently, in accordance with regulatory requirements and unless otherwise specifically instructed, we will publicly disclose details of any unexecuted part of such "limit" order in a liquid stock as defined by the FSA.

Monitoring and Review

13. We will monitor regularly our order execution arrangements. Such review will enable us to identify and implement changes to our Best Execution Policy and execution arrangements as necessary. You should note that it may not always be possible to make an effective comparison of execution performance because liquidity and the required size for institutional investors is not always available in many of the stocks we deal in.
14. Clients will be advised of any material changes to our policy as necessary.