

END USER AGREEMENT

This End User Agreement (the “**Agreement**”) governs your use of and access to the **IPO RESEARCH ONLINE (“IPORO”)** service (“the **Site**”) provided by iRoadshow Ltd (the “**Service Provider**”). You should read these terms before accessing the Site, as your use of the Site indicates your agreement to these terms and conditions.

1. Definitions:

- “**IPORO**” means an online electronic IPO Research platform deploying the Service Provider’s proprietary IPORO solution.
- “**IPORO Rules**” or “**Disclaimer**” means the IPORO rules which govern the use of the IPORO.
- “**Documentation**” means the documentation relating to the operation, specification, structure or use of the Services (or any part thereof), including user instructions, and technical literature, for aiding the use, operation or application of the Services.
- “**End User(s)**” means those individuals who have been granted access to the Site.
- “**Material(s)**” means any Documentation, information, data or other material (in whatever form) including software, firmware, documented methodology, process and procedure (including without limitation any reports, specifications, rules and requirements, training materials and instruction), and any other output (in whatever form) provided by the Service Provider.
- “**Services**” means the deployment of an IPORO and provision of associated services.
- “**Service Provider**” means iRoadshow Limited or its subsidiaries.
- “**Tools**” means all know-how, development tools, processes, methodologies and technologies, documents, data and other Material, the Intellectual Property Rights in which are vested in or licensed to the Service Provider, and which are used by the Service Provider in performing the Services or provided to or made available to the End User, or both.
- “**User Content**” means the files or documents uploaded by an End User and held on the IPORO platform.

2. Confidentiality Undertaking:

In addition to any confidentiality undertaking in respect of data you access not owned by the Service Provider, you undertake not to use or disclose any personal details regarding other users of the Services, except as necessary for your own use of the Services. You will maintain confidential all propriety information regarding the software owned by the Service Provider.

3. Intellectual Property Limited Licence to Users:

The Tools and Services on the Site are protected by copyright, trademark, and other intellectual property laws. Subject to the terms and conditions provided herein, you are granted a non-exclusive, non-transferable licence to use the Services and Tools.

4. Use of Services:

You agree to be subject to any guidelines, IPORO Rules or licences posted on the Site from time to time and to the Privacy Notice. In addition to Services offered by the Service Provider, this Site contains materials provided by third parties which are governed by separate licence agreements (the “**Third Party Materials**”). The Service Provider offers no guarantees or liability with respect to such Third Party Materials, including any liability from incompatibility. You agree that you will not hold the Service Provider liable with respect to said Third Party Materials.

5. Use of Software:

All software on this Site is the copyrighted and/or patented work of the Service Provider and/or its suppliers. You agree that you will not in any way adapt, reverse engineer, decompile, disassemble, modify, or attempt to discover the source code of the software available on the Site, in whole or in part.

6. Use of User Content:

You agree to use the User Content solely in the manner that has been agreed upon by other End Users providing such User Content. You agree that the Service Provider has no liability should another End User modify, destroy, corrupt, copy, or distribute your User Content.

7. Trademark Information:

The trademarks and logos (the “**Marks**”) on the Site are the property of the Service Provider or other third parties. You are not permitted to use the Marks without the prior written consent of the Service Provider or such third party that may own the Marks.

8. User Conduct:

In using the Site, you agree:

- Not to transfer to a third party your login details to the IPORO that have been personally attributed to you.
- Not to upload, or otherwise transmit through the Site, any viruses or other harmful, disruptive, or destructive files.

- Not to create a false identity or to use or attempt to use another's account or password.
- Not to access or attempt to access any User Content or Materials that you are not authorised to access.
- Not to disrupt or interfere with the security of, or otherwise cause harm to the Site.

9. Managing Content and Communications

The Service Provider reserves the right to delete User Content from the Site and to restrict, or terminate your access to all or part of this Site, at any time if we have cause to do so (including, without limitation, our good faith belief that you have violated this Agreement) without prior notice or liability. In addition, the Service Provider reserves the right to delete or remove User Content if the relevant subscription has expired or to comply with the law. The Service Provider may monitor or review any areas on the Site where users transmit or post User Content and the substance of any User Content. To the maximum extent permitted by law, the Service Provider will have no liability related to User Content or the Tools arising under the laws of copyright, libel, privacy, obscenity, or otherwise. The Service Provider also disclaims all liability with respect to the misuse, loss, modification, or unavailability of any User Content.

10. Use and Protection of Account Number and Password:

You are responsible for maintaining the confidentiality of your account number, account name, user name and password, if applicable. You are responsible for damages resulting from all uses of your account details.

11. Warranties and Disclaimers:

Except as expressly provided otherwise in a written agreement between you and the Service Provider the Site, and all Services and Tools accessible through the Site are provided without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose, or the warranty of non-infringement. Without limiting the foregoing, the Service Provider makes no warranty that:

- The Services and Tools will meet your requirements.
- The Services and Tools will be uninterrupted, timely, secure, or error-free.
- The results that may be obtained from the user of the Services and Tools will be effective, accurate, or reliable.
- The quality of any products, including but not limited to the Services and Tools accessible by you through the Site will meet your expectations.
- Any errors in the Tools obtained from or used through the Site, or any defects in the Site, or Services, will be corrected.

The Service Provider disclaims any liability with respect to technical or other mistakes, inaccuracies, or typographical errors included in the Site. The Service Provider may make changes to the Tools and Services on the Site, at any time, without notice. The Service Provider disclaims any liability with respect to the Tools on this Site that are or may be out of date, and the Service Provider makes no commitment to update such Tools or Services. You understand and acknowledge that the Service Provider does not control, accept responsibility for or make any representation or warranty in respect of any User Content, products, services or Third Party Materials on the Site, including, without limitation, third party vendors and third parties accessible through links on the Site. The use of the Services or any Tools through the Site is done at your discretion and risk and with agreement that you will be solely responsible for any damage to your computer system, loss of data, or other harm that results from such activities. The Service Provider assumes no liability for any computer virus or other similar software code that is downloaded to your computer from the Site or in connection with any Services or Tools offered through the Site.

12. Personal Information and Privacy:

Your personal information will be deemed to be confidential. With the exception of User Content, any non-personal information or material sent to the Service Provider will generally be deemed NOT to be confidential. You may be required to divulge personal information to the Service Provider in order to access the Site, and you consent to the use of such personal information by the Service Provider, who will hold such personal information in accordance with the Data Protection Act 1998. You understand and agree that we may disclose information about you if we have a good faith belief that we are required to do so by law or legal process, to respond to claims, or to protect the rights, property, or safety of the Service Provider or others.

13. Personal Data:

Once invited into a IPORO the Service Provider will keep your business contact information on file and keep you informed of updates, modifications and any other matters relating to our IPORO platform and Service. You reserve the right to opt out of receiving mail or emails from the Service Provider/IPORO at any time.

14. Limitation of Liability:

In no event, including, without limitation, negligence, shall the Service Provider, its affiliates, agents, officers, directors, employees, partners, or suppliers be liable to you or any third party for any special, punitive, incidental, indirect, or consequential damages of any kind, or any damages whatsoever, including, without limitation:

- Those resulting from loss of use, data, or profits, whether or not the Service Provider has been advised of the possibility of such damage.
- Any liability, arising out of or in connection with:
 1. The use of or the inability to use this Site, its Services, or Tools.
 2. The statements or actions of any third party on or through the Site.
 3. Any dealings with vendors or other third parties.
 4. Any unauthorized access to or alteration of your transmissions or data.
 5. Any information that is sent or received or not sent or received.
 6. Any failure to store or loss of data, files, or other content.
 7. Any Services or Tools available through the Site that are delayed or interrupted.
 8. Any website referenced or linked to from this Site.

Some jurisdictions prohibit the exclusion or limitation of liability for consequential or incidental damages. Accordingly, the limitations and exclusions set forth may not apply to you.

15. Indemnity and Liability:

You agree to indemnify and hold the Service Provider and its affiliates, officers, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of User Content you submit, post to, or transmit through the Site (including, without limitation, any User Content, or computer viruses), your use of the Site, your connection to the Site, or your violation of this Agreement.

16. Governing Law and Jurisdiction:

The Site (excluding linked sites) is controlled by the Service Provider from its offices within the United Kingdom. By accessing this Site, you and the Service Provider agree that all matters shall be governed by the laws of England and Wales.

17. General:

The End User Agreement and the other IPORO Rules, guidelines, licences and disclaimers posted on the Site constitute the entire agreement between the Service Provider and you with respect to your use of the Site.

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