

4 February, 2009

PRIVATE & CONFIDENTIAL

Your Ref :

Our Ref :

Dear Sir,

DSL CLIENT Nominees Ltd - Company Service

All investments will be registered in the name, or held for the account of, our nominee company DSL Client Nominees Limited in a segregated account, where applicable, or by another approved nominee company, on your behalf. The securities are held in the account on an individual client basis.

We accept the same responsibility for our nominees as for ourselves, namely that they and we will be liable for fraud, and acts and omissions involving wilful default and negligence in relation to safe custody services provided to you. An eligible custodian may pool investments, i.e. they are not held in individual customers' names or otherwise separately identifiable. In the event of an unreconcilable shortfall after the default of a custodian, customers may share in that shortfall pro-rata. We will ourselves not be liable for any loss in the case of a custodian not connected with us.

Any foreign investments, where applicable, which we receive on your behalf, will be held in the form of a Crest Depository Interest in CREST, registered in the name of an eligible custodian as prescribed under FSA rules.

We will, as soon as reasonably practicable, claim for and account to you for all dividends, interest and other payments, and any other corporate benefits accruing to you and received by us or our custodian. However we are authorised to deduct or withhold any sum on account of any tax due which in our view is required to be so deducted or withheld for which we are in our view liable or accountable by the law or practice of any relevant revenue authority of any jurisdiction.

For the avoidance of any doubt:

1. You will at all times remain the beneficial owner of your securities but you acknowledge that any shareholder incentive (e.g. shareholder discounts) attached to your securities may be lost in the event of transfer to DSL Client Nominees Ltd. Voting rights on shares held by us for you in DSL Client Nominees Ltd will not be exercised on your behalf, nor will it normally be possible for you to attend company annual or extraordinary general meetings. If you so elect, we will, on a best endeavours basis make arrangements for you to exercise such rights, attend shareholders meetings, receive Annual Report and Accounts (please see our published rates and charges for any associated costs) and any other relevant documents in respect of the investments held.
2. In the event of compulsory capital events such as conversions and consolidations, you will be notified of these changes and the resulting cash or securities will be credited to or debited from your DSL Client Nominees Limited or deposit account.

3. You authorise us to round down your entitlement to the nearest whole number and agree that any fractional entitlements received that cannot be divided on a pro rata basis will be retained by us.
4. We will collect dividends and other such entitlements and we will advise you of corporate actions and take all reasonable steps to action such requests provided that we receive such requests at least 48 hours prior to the payment deadline, otherwise we will proceed as described below. Please note for clarity: we will only normally accept cash dividends, and only when expressly requested by you, will we accept a scrip in lieu of dividends.
5. If you wish to take part in a company's Dividend Re-investment Plan we shall, on a best endeavours basis make such arrangements for you.
6. In the event of an optional capital event in relation to securities held on your behalf, we will use reasonable endeavours to notify you in order to obtain your instructions. However, we cannot be held responsible for any losses arising from that notification failing to reach you or our inability, due to circumstances beyond our control, to carry out your instructions. Where your instructions are not received by the relevant deadline, we will proceed in accordance with the following default conditions:
 - (i) Conversion - No action to be taken
 - (ii) Entitlement (open offer) - No action to be taken
 - (iii) Exercise of warrants - No action to be taken
 - (iv) Instalment payment - Pay instalment using cleared funds or by other means agreed between us
 - (v) Redemption - No action to be taken
 - (vi) Rights issue - Allow nil paid stock to lapse and allocate any premium
 - (vii) Scheme of arrangement - No action to be taken
 - (viii) Recommended offer - Acceptance of the offer Contested offer - Acceptance of the offer when the offeror has acquired 90% of acceptances
7. To the extent that we charge for our custody services, these charges can be found in our published rates and charges.
8. We will reconcile your holdings on a monthly basis. We will provide you with a six-monthly statement of all securities held, this reconciliation will be carried out on a trade date basis.
9. Please note that this agreement applies in conjunction with our Terms & Conditions (a copy of which has been provided to you) and we will accept instructions from you in the manner specified in those Terms & Conditions.
10. Investments held on your behalf may not be used as security for a loan.

Under the terms of the Financial Services and Markets Act 2000 we are required to ask you to acknowledge these terms and conditions. Therefore please sign and return the attached copy of this letter.

Yours sincerely,

Director

Signed _____

Date _____

Signed _____

Date _____