



Offering Consumer Credit – Support Manual

September 2021 – for retailer use only

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1. Objectives

This training manual is intended to provide the following:

An understanding of our expectations

We want to ensure that you have sufficient information and guidance to represent our products accurately and with confidence.

The Customer Journey when applying for finance

We would like to outline what the Customer journey will look like for you when you offer finance options to your Customer. This will help you provide great Customer outcomes.

Regulatory Requirements when offering consumer credit

We want to make sure you are equipped to understand and navigate the regulations associated with consumer credit. This manual is designed to complement your arrangements to ensure your business understands and adheres to the applicable requirements, keeping you and your business safe.

Please note, support on how to operate the Omniport system will be provided separately.

2. Omni Capital Retail Finance: Who We Are

Omni Capital Retail Finance (with offices in London & Basingstoke) has been lending to UK consumers for over 10 years and is part of the Castle Trust Bank group.

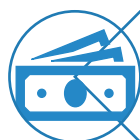
We specialise in

- Offering “point of sale” credit and payment options to consumers who are making purchases
- Partnering with retailers to increase their sales and enhance their average order values.

Castle Trust is backed by US private equity firm J.C. Flowers & Co. who manage over \$6bn of assets worldwide.



Over 2000 UK
retailers



£170m of retail credit
loans managed by
OCRf



UK based Customer
Service and Operations
Hub



250 Castle Trust
Group employees

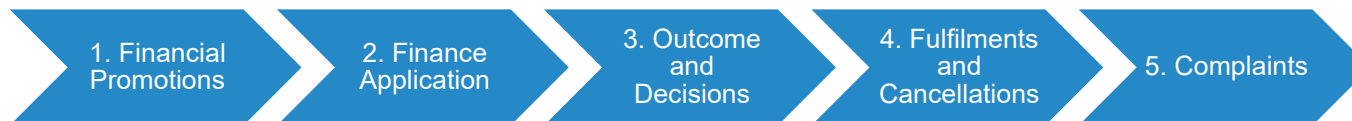


Over £700m CT
Group loan book



Authorised bank

3. The Customer Journey Overview



1. Financial Promotions

We're delighted that you have decided to partner with Omni Capital Retail Finance to offer your Customers the option of finance. Naturally, you will be keen to let Customers know about the finance option, but before you do, there are a number of things you need to consider.

Please see slides 8 – 10 for important information relating to this section.

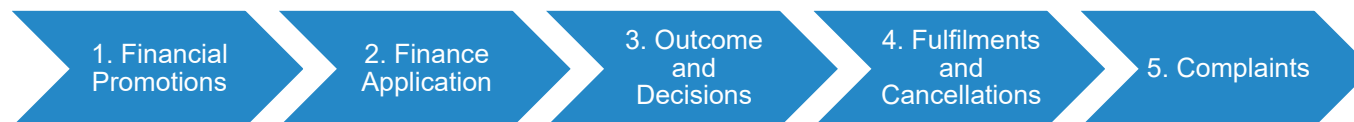
2. Finance Application

Before starting the finance application process, there are a number of key considerations, including;

- Are the Customers eligible to apply?
- Is the Customer you are dealing with who they say they are?
- Does the Customer appear Vulnerable?
- Has all Customer data been captured correctly and accurately
- Has Omni Capital Retail Finance requested any additional information as part of the application and has this been provided?

Please see slides 11 - 22 for important information relating to this section.

3. The Customer Journey Overview (cont'd)



3. Outcome and Decisions

Once the finance application has been submitted there are three possible outcomes;

1. Accept - the application is accepted, and the sale of goods or services can be completed.
2. Refer - On occasions we may want to complete some further checks on an application which may involve requesting further information from a Customer (such as Identification and Address verification or income and/or expenditure information).
3. Decline - Unfortunately on this occasion the Customer will be unable to proceed with the consumer finance agreement. In these circumstances the Customer is not able to reapply again with Omni Capital Retail Finance Capital Retail Finance for at least a period of 30 days (or 60 days if they have applied through the Deko platform).

Please see slide 23 for important information relating to this section.

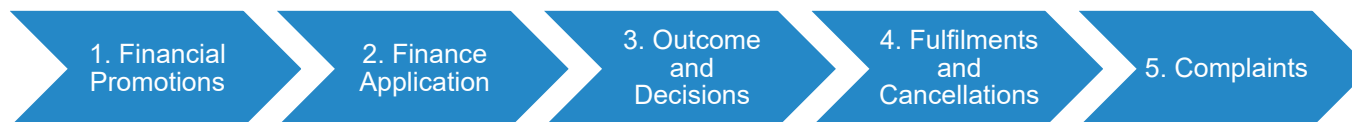
4. Fulfillments and Cancellations

Once Omni Capital Retail Finance has a signed Consumer Credit Agreement it is time to provide the Customer with the products/ services they have purchased.

We also understand that there may be instances where a Customer decides that they wish to cancel a purchase of goods/services and/or the credit agreement. Further information relating to Customer cancellation rights and processes can be found in the pages detailed below.

Please see slides 24 – 27 for important information relating to this section.

3. The Customer Journey Overview (cont'd)



5. Complaints

If a Customer is unhappy with the goods or service that they have received from you, they should be made aware that they must maintain their payments until the complaint is resolved. Failure to maintain payments could have an impact on their credit file.

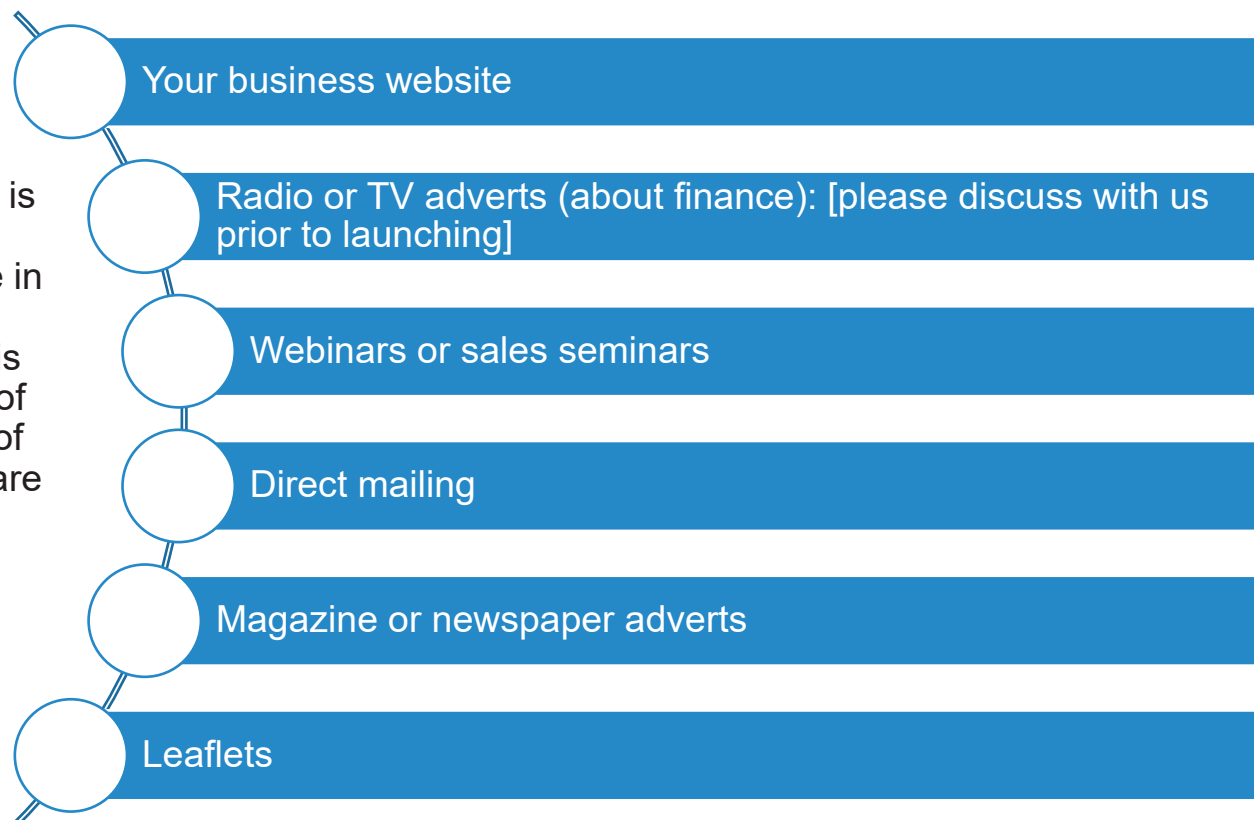
If a complaint is made against you, Omni Capital Retail Finance expects you, as part of the agreement between yourselves, Omni Capital Retail Finance and the Customer, to assist in the resolution of the issue.

Please see slide 28 for important information relating to this section.

4. Financial Promotions

We have summarised some key points below, but as a company authorised and regulated by the Financial Conduct Authority, you are responsible for complying with the rules around financial promotions and you should seek guidance where you are not sure.

A **financial promotion** is an invitation or 'inducement' to engage in financial activity in the course of business. This applies to any method of communication, some of the common methods are on the right:



4. Financial Promotions (cont'd)

When communicating with your Customers you need to ensure that you:

- 1. Are clear, fair and not misleading
- 2. Display risk warnings prominently
- 3. Do not have small print that qualifies pricing claims
- 4. Include a representative example using the rules outlined in the FCA's CONC sourcebook
- 5. Provide a postal address at which your firm may be contacted
- 6. Display the appropriate status disclosure for your company (e.g. authorised and regulated by the Financial Conduct Authority)
- 7. Show the name of the lender i.e. Omni Capital Retail Finance

If you are unsure on whether content is acceptable, please ask for support and we can direct you to detailed guidance. Failure to comply with financial promotion standards may result in enforcement action by the FCA.

4. Financial Promotions (cont'd)

Representative example (standard information)

A representative example must include:

1. The rate of interest, and whether it is fixed or variable percentage applied on an annual basis to the amount of credit drawn down;
2. The nature and amount of any other charge included in the total charge for credit;
3. The total amount of credit;
4. The representative APR;
5. In the case of credit in the form of a deferred payment for specific goods, services, land or other things, the cash price and the amount of any advanced payment;
6. The duration of the agreement;
7. The total amount payable;
8. The amount of each repayment of credit.

If you are unsure on whether content is acceptable, please ask for support and we can direct you to detailed guidance.

Representative example

Payment Option: 48 months 9.9% APR	Deposit Amount: £139.00	APR: 9.9%
Deposit: 10%	Loan amount: £1,251.00	Monthly Payment: £31.42
Value of Goods: £1,390.00	Term: 48 months	Total Amount Payable: £1,646.94

5. Who can apply for a retail credit agreement?

Before beginning an application for finance, you need to make sure that Customers are eligible to apply. This will ensure the right Customers are being taken through the application process and avoid any poor Customer experiences.

The Customer needs to:

1. Be a minimum of 18 years old and a maximum of 75
2. Be a permanent UK resident
3. Have a valid email address & telephone number
4. Have a minimum income of £5,000 per annum
5. Have a UK Bank or Building Society current account in the Customer's name where the customer has permission to arrange direct debits and is an account that supports direct debit functionality (this can be a joint account but cannot be a savings or business account)
6. Be unaware of any future changes in their circumstances that may affect their ability to make the loan repayments
7. Have valid ID & proof of address (which may be required upon request)
8. Have not had an application for credit declined by Omni Capital Retail Finance in the last 30 days (60 days if previous application was through the Deko platform).

6. Know Your Customer

Now that you have Customers who are interested in taking out consumer credit and you have checked they are eligible to apply, the next step is to ensure the Customer is who they say they are.

This is a legal requirement, and as part of the application process we will conduct a number of checks electronically to validate a Customer's identity and address details.

On some occasions this fully electronic process may not be sufficient, and we will require the Customer to provide additional documentation to help us verify the information provided.

In these instances, we will contact the Customer directly and ask them to provide the required information. However if we are unsuccessful in contacting the Customer, we may require some support from you with these enquiries.

Proof of identity

Proof of address

Money laundering –
due diligence

Fraud

6. Know Your Customer

Proof of Identity and Proof of Address

These are documents that are acceptable when asking the Customer for Proof of Identity and Proof of Address.

Proof of Identity		
Document	Criteria	Requirements and checks
Valid UK Photocard Driving Licence	Clear photograph of the card only – black and white copies are not accepted	Name & Date of birth – Is it consistent with the applicant? Address – Does this match the applicants address? Picture – Is it a true likeness of the applicant? Expiry date – Is it still valid?
Valid Passport	Clear photograph of whole page – black and white copies are not accepted	Name & Date of birth – Is it consistent with the applicant? Picture – Is it a true likeness of the applicant? Expiry date – Is it still valid?

Proof of Address

We may accept documents issued by the government, a public sector body or authority, a regulated utility company, or another FCA-regulated firm in the UK financial services sector – dated within the last 3 months.

Any such document must include the Customer's full name and either their residential address or date of birth.

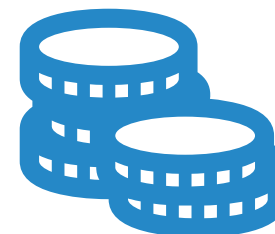
6. Know Your Customer

Money Laundering – Due Diligence

Part of our regulatory requirements when offering finance to Customers include the need to comply with all relevant regulations relating to Money Laundering. This means that in addition to conducting searches to validate the Customers identify and address we also are required to check the Customer against a number of other criteria.

Some of the additional checks completed by us are;

- Is the Customer a Politically Exposed Person (PEP)
- Is the Customer from a high-risk country
- Does the Customer have any registered sanctions or restrictions
- Is the Customer a Special Interest Person (SIP).



We do these checks by electronically screening against databases such as Sanctions and PEP lists. On the small number of occasions our searches return a positive result, we may need to ask for additional information from the Customer. It is unlikely we need you to do anything however there may be some occasions we ask for your help and, in these instances, it is very important you have done what you need to do.

To ensure you understand your responsibilities please visit <http://www.jmlsg.org.uk/> for more detailed and comprehensive information.

6. Know Your Customer

Fraud

Simply due to the nature of the business we are in, on some occasions you will have people deliberately attempting to deceive you for financial gain. To help protect your business from becoming a victim of fraud there are a few red flags and tips below that you can implement to help protect you.

In-store or face to face applications

If your business is offering finance in-store, it is important you check that the Customer is who they say they are prior to starting a finance application.

Here are some red flags to help you identify a possible fraudulent application and what you can do to help prevent someone committing fraud.



- The Customer appears nervous.
- The product/service does not fit the person
- The Customer seem unsure of all their personal details. e.g. salary, time at address
- The Customer is trying to hurry or distract you
- The Customer is seeking confirmation of personal details via a mobile phone call
- The Customer asks to make a credit application before looking at any of the products.



- Always check a Customer's ID before starting an application
- If the ID has a photo - check it is the person in front of you
- Check the signatures match. Check Date of Birth on ID, if available
- Check that the profile matches the person in front of you? (e.g. they can't have had 10 yrs. at job if they are only 24 years old).

6. Know Your Customer

Fraud (cont'd)

Online or telephone applications

If you are offering finance through a website or over the telephone, to protect your business from fraudulent activity we require any goods or services to be delivered to the Customer's address (as shown on the credit application) and confirmation of delivery should be obtained via a signature.

If you arrange for a 3rd party or courier company to deliver your goods it is important to check that your agreement ensures that goods have to be delivered to the applicants address and that the goods cannot be redirected to alternative addresses or left with a neighbour.



If you fail to implement appropriate measures such as those detailed above you could be liable for any losses associated with fraudulent activity. Please refer to your retailer operating agreement to ensure you are clear on all your requirements.

7. Capturing Customer Data

Data Protection and GDPR

Now that you have an eligible Customer interested in taking out a finance product, you can begin to take them through the application process. This will involve capturing personal data from the Customer, so it is really important you understand your responsibilities to comply with General Data Protection Regulation (GDPR).

The General Data Protection Regulation is a regulation in EU law governing data protection and privacy in the European Union and the European Economic Area. The UK enacted the requirements of GDPR in the Data Protection Act 2018 and this remains UK Law today. GDPR sets out the rules on fair and proper use of people's information and protects the fundamental right to privacy.

Under these laws, Customers have the right to raise different types of requests in relation to their data;

- The Right to access information
- The Right to rectification,
- The Right to erasure
- The Right to restrict processing
- The Right to data portability
- The Right to object and Rights regarding automated decision making & profiling.

7. Capturing Customer Data

Data Protection and GDPR

As part of your agreement with Omni Capital Retail Finance you will be jointly taking on the role of a “Data Controller” under the relevant data protection laws. Therefore It is important you read through the Operating Agreement with Omni Capital Retail Finance and understand the obligations and responsibilities detailed within the agreement and the relevant regulation.

Some key points to note are;

- You need to implement and maintain appropriate technical and organisational measures to preserve the confidentiality and integrity of the Relevant Personal Data and prevent any unlawful Processing or disclosure or damage
- If you discover a data breach you must report this breach to Omni Capital Retail Finance when there is a risk of harm to the data subject’s rights or privacy within 72 hours of discovery of the breach.
- Significant fines and sanctions for non-compliance are imposed for failing to comply with data protection laws and reputational damage can cause significant losses for organisations.

We recommend you visit <https://ico.org.uk/> to ensure you are clear on your responsibilities when processing and controlling Customer data.

7. Capturing Customer Data

Vulnerable customers

When getting to know your Customer and taking them through the application process it is important to be able to identify occasions where a Customer may be vulnerable.

The Financial Conduct Authority's definition of a vulnerable Customer is;

“Someone who, due to their personal circumstances, is especially susceptible to detriment, particularly when a firm is not acting with appropriate levels of care.”

It's important to understand that vulnerability can be temporary, sporadic or permanent in nature. Most Customers will not diagnose themselves as 'vulnerable'. We have outlined below are some examples of possible vulnerable circumstances:

A person aged 18 or over who:

- Has a learning or physical disability, or does not display the mental capacity to make informed decisions
- Has a severe or long-term illness
- Has a physical or mental illness, chronic or otherwise, including an addiction to alcohol, drugs or gambling
- Is showing signs of age-related cognitive or dexterity impairment, sensory impairments such as sight or hearing, or onset of ill health
- Is impaired in their ability to protect him or herself from assault, abuse or neglect or is the victim of domestic abuse
- Is threatening suicide or harm to self or others.

7. Capturing Customer Data

Vulnerable customers (cont'd)

The following may also be indicators of vulnerability, depending on the customer's circumstances:

- Has low literacy, numeracy and financial capability skills
- Has non-standard requirements or credit history, such as armed forces or other personnel returning from abroad, ex-offenders, care-home leavers, recent immigrants
- Does not have English as their first language
- Has caring responsibilities (including operating a power of attorney)
- Is experiencing a time of stress or anxiety (e.g. redundancy, bereavement, divorce) or has an unexpected change in personal circumstances
- Has experienced an unexpected change in personal circumstances.

It can be difficult to know how to proceed with an application if you have identified a Customer you believe to be vulnerable. In such instances, we ask you contact Omni Capital Retail Finance prior to progressing an application. Please contact our retailer support line on;

Phone Number: 0333 240 8318 Email: retailersupport@ocrf.co.uk

7. Capturing Customer Data

Vulnerable customers: in-home sales

If your business offers or sells goods or services when visiting Customers in their homes (this includes cases where contracts are completed online or in an office at a later date), there is a greater opportunity for harm to be caused to consumers through failing to recognise and/or support Customer vulnerabilities.

If you conduct business in Customers' homes there is an expectation from Omni Capital Retail Finance and the Financial Conduct Authority that you have enhanced controls and oversight in place to ensure your employees deliver fair and consistent outcomes for vulnerable Customers.



In such situations where there is increased risk, it is vital that you have processes in place to identify and oversee;

- Employee conduct e.g. How can you be sure employees are not pressure selling, or failing to accept a “no” from a Customer?
- Misrepresentation of product or service performance e.g. Colleagues promising a Customer a level of performance or something that may not happen
- The offer of on the spot discounts or incentives to sign up immediately.

7. Capturing Customer Data

Vulnerable customers: in-home sales (cont'd)

If you require any additional support relating to the oversight and controls you have in place then please contact Omni Capital Retail Finance and we will endeavour to support you.



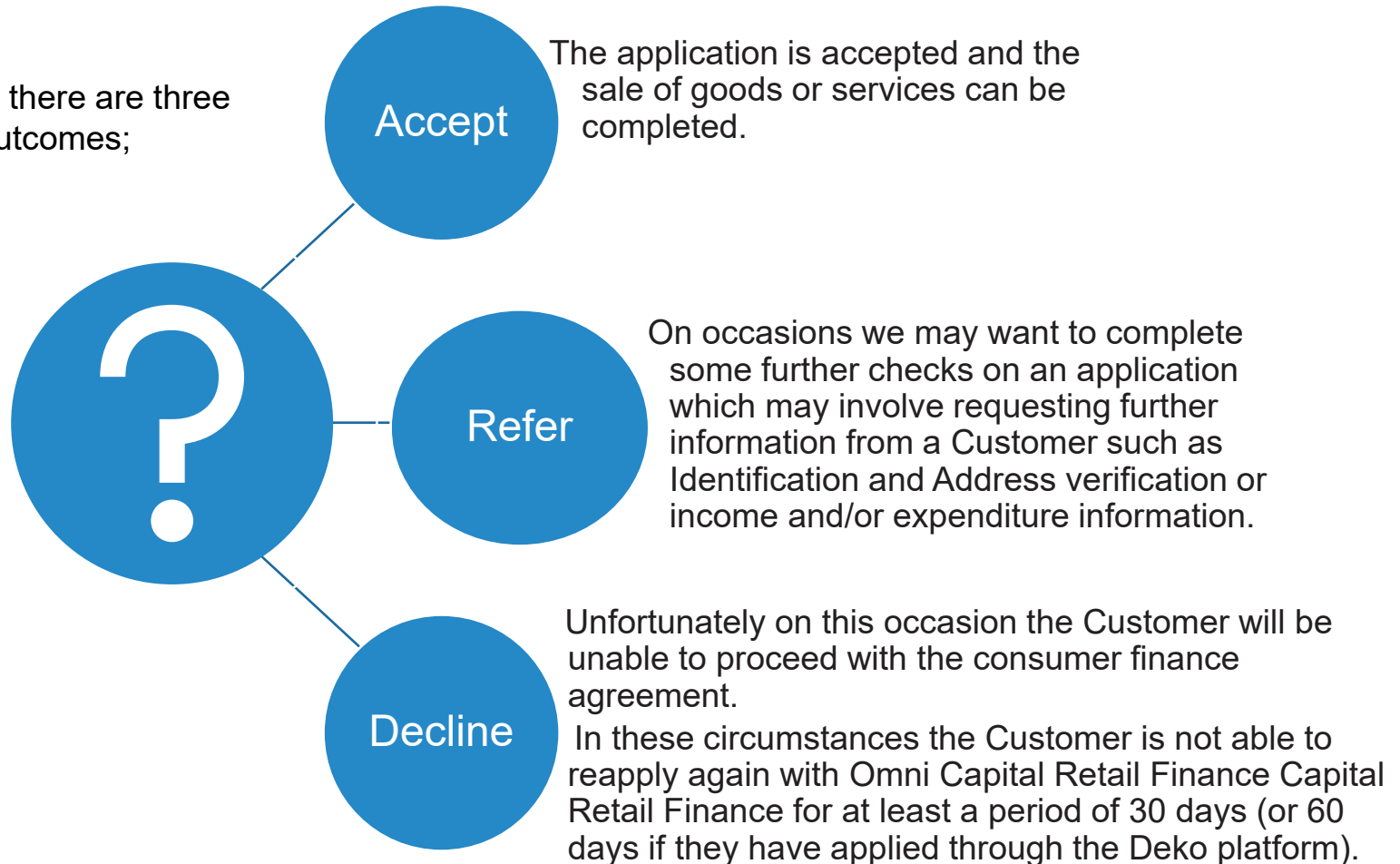
Some considerations might be:

- The Training you provide colleagues with in relation to identification and support of vulnerable Customers
- How you are incentivising sales in circumstances where colleagues are visiting Customers in their homes
- How clear and transparent the information is that you are providing to Customers
- How you can evidence oversight over the Customer's purchase journey.

8. Application Outcomes

Now that you have processed a finance application for a Customer and captured all the required Customer information it is important to understand the possible outcomes.

Essentially there are three potential outcomes;



9. Fulfilment: Delivery of Goods

Now you have a signed Consumer Credit Agreement it is time to provide the Customer with the products/services they have purchased. Where goods are being delivered, Omni Capital Retail Finance Capital will require goods to be delivered to the address on the Customers credit agreement and it is the responsibility of your business to ensure the logistics company do not leave items outside of the dwelling or in communal areas.



Other points to note are;

- Where delivery of goods has been unsuccessful, goods must always be returned to the dispatch point and delivery re-arranged to the Customers address.
- Goods should not be delivered if the address appears to be uninhabited.
- Only deliver goods to the person named on the credit agreement.
- Goods should not be released to third parties apparently employed by the Customer (e.g. taxi drivers, messengers, couriers etc).
- You should take reasonable precautions to ensure you are delivering to the right person and retain delivery notes for a minimum period of 24 months.
- Loans should not be fulfilled until the goods have been successfully delivered with an accompanying delivery note
- On some occasions Omni Capital Retail Finance Capital requires Customers to complete a “Customer Satisfaction Note” when the goods / service is provided to ensure it is completed satisfactorily. This should be uploaded to the system on all occasions.

10. Post Sale Information

It is important to understand your regulatory requirements associated with offering consumer credit products along with the protection and rights that Customers have throughout this process.

A key point to review and understand is the Customer's rights to cancel their agreement. You will notice from the information below, that the Customer's rights in relation to cancellation will depend on the product and service offered. It is important you are clear on what your Customer's rights are and that you clearly provide cancellation information to the Customer during the application process. If you do not provide this information clearly it is likely to result in Customer complaints or disputes being raised.

Consumer Rights	Requirements
Terms and Conditions	<p>Consumer Rights Act 2015 Terms and Conditions outlines the rights and obligations of each party</p> <ul style="list-style-type: none"> • Description of the goods or services • Price • Terms for payment • How delivery of the product or service will take place • Refunds and returns • Rights in relation to defective goods or services • Any unusual terms must be clearly highlighted.
Distance Selling Where the sale is not completed face to face	<p>Consumer Contracts Regulations 2013</p> <ul style="list-style-type: none"> • Customer must be given 14 days from the date the contract is signed with you to cancel their contract (please note, this is not applicable to bespoke goods). • If you are providing a service, this should not be provided until after the 14 days cooling off period unless the Customer has given explicit consent that they will waive their rights.
Unfair Contracts	<p>Unfair Contract Terms Act 1977</p> <ul style="list-style-type: none"> • Are there any clauses within the terms and conditions that seem unfair or disproportionately in the favour of the business

11. Cancellations

There may be instances where a Customer may decide that they wish to cancel a purchase of goods/services and/or the credit agreement. In such instances you must consider the following.

Cooling off period for goods sold

Where a Customer decides to cancel a purchase, a “cooling off” period of 14 calendar days exists for all situations where goods are purchased through remote channels e.g. not on the business premises. This stems from the terms of the Consumer Contracts Regulations 2013. Please ensure you are clear which of your goods or services would fall under this cooling off period.

Right to withdrawal

The Customer has the right to withdraw from the credit agreement before the end of 14 calendar days beginning on the day after Omni Capital Retail Finance has received a completed copy of the credit agreement. The Customer must notify Omni Capital Retail Finance directly within this period and arrange full payment of their loan. They will retain the goods / services.

Mutual Agreement to Cancel (Both Credit Agreement and Goods)

On occasions you and your Customer may mutually agree to cancel an agreement where you agree to the return of the goods/cancel the service and cancel the credit agreement.

11. Cancellations (cont'd)

Before the loan fulfilment

If a Customer and you jointly wish to cancel an application prior to fulfilment, this can be completed using Omniport. When an application is cancelled, any deposit Omni Capital Retail Finance has taken from the Customer will be refunded directly to them. If you have taken a deposit, you must return this to the Customer.

When a loan is fulfilled

Omni Capital Retail Finance will only cancel applications that have been fulfilled **upon your request** (If you have used Deko, please contact Deko to arrange the cancellation). The only exceptions to this rule would be occasions where it is required following a complaint or fraud investigation.

How the process to cancel an agreement works before and after funds have been sent to you:

- 1. Before** Omni Capital Retail Finance have sent funds to you: If you advise Omni Capital Retail Finance at this stage you wish us to cancel the Customer agreement will ensure that application does not progress any further.
- 2. After** Omni Capital Retail Finance have sent funds to you: Omni Capital Retail Finance will cancel the Customer's active finance agreement and "claw back" the amounts previously sent to you for the transaction and refund the Customer with any instalments made under the finance agreement along with any deposit taken. Any commissions paid in association with a cancelled agreement will be netted off from future payments.

11. Goods and Services Complaints

If a Customer is unhappy with the goods or service that they have received from you, they should be made aware that they must maintain their payments until the complaint is resolved. Failure to maintain payments could have an impact on their credit file.

If a complaint is made against you, Omni Capital Retail Finance expects you, as part of the agreement between yourselves, Omni Capital Retail Finance and the Customer, to assist in the resolution of the issue.

As we are held jointly and severally liable under section 75 of the Consumer Credit Act 1974, Omni Capital Retail Finance expect prompt co-operation in the resolution of goods and service complaints. Although the Customer may not be correct, under the triparty finance agreement, all parties share the responsibility to achieve consensus and outcome. Omni Capital Retail Finance take this responsibility seriously and respectfully insist that you do the same. In the event of non-cooperation within 61 days of notification of a merchandise issue, Omni Capital Retail Finance may claw back the original amount paid.



12. Your Responsibilities

It is important for you to realise you are responsible for the process of selling goods/ services **AND** the consumer credit offered to Customers as part of their sales process. Understanding these responsibilities will help ensure a positive relationship between yourself, your Customer and Omni Capital Retail Finance Capital.

You are expected to adhere to any legislation applying to the goods and services offered to your Customers along with the operating agreement between Omni Capital and yourselves. You should consider the following:

- Follow all relevant processes and requirements set out by Omni Capital Retail Finance Capital;
- Be aware you are responsible for the information you provide;
- Keep all your documentation up to date
- Any savings or benefits of the product you are selling to the Customer must not be linked to the consumer credit
- The Customer must have full understanding of their obligations
- Take appropriate action if there are concerns that the Customer could be vulnerable, or the application may be fraudulent
- Ensure you notify Omni Capital when your business goes through and material changes (business model, staff changes, new product lines etc.

If anything is unclear about your responsibilities in offering credit, please in the first instance refer to your Operating Agreement with Omni Capital Retail Finance and if you still have further questions please do not hesitate to contact a member of the Omni Capital Retail Finance Capital team and we will endeavour to guide you to the relevant information.

13. Our Responsibilities

As lenders, Omni Capital has a ongoing responsibility to ensure we maintain an adequate level of oversight over our intermediary partners. This means that as part of our ongoing relationship, you should expect Omni to undertake the following services;

Training and Guidance

- Providing you with training and ongoing support in selling our products
- Roll out updated documentation, in line with regulatory requirements and customer journey enhancements.

Tools and management information

- Monitor MI for any outlying themes or trends in performance
- Regularly review the performance of the sector and conduct benchmarking exercises

Feedback Loops

- Investigate complaints and claims from customers
- Undertake mystery shopping, file checks, and post-sale customer care calls
- Spot check your advertising where you make reference to finance products

Please note that from time to time Omni Capital may request information from you. This is to enable Omni Capital to meet its responsibilities and any requirements under relevant regulation.

14. Contact Details

Retailer Support:

Phone Number: 0333 240 8318

Email: retailersupport@ocrf.co.uk

Opening Hours: Monday – Friday 9:00am – 5:30pm



Underwriting Support:

Email: Underwriting@ocrf.co.uk

Opening Hours: Monday – Friday 9:00am – 5:30pm,

Saturday 9:00am – 6:00pm, Sunday 10:00am – 4:00pm

Customer Services:

Phone Number: 0333 240 8317

Email: Customerenquiries@ocrf.co.uk

Opening Hours: Monday – Friday 9:00am – 5:30pm



Payment & Remittance: Retailersupport@OCRf.co.uk

Cancellations: email Retailersupport@OCRf.co.uk, including the following information:

- Retailer details (Store name/ Store number/ Omni Capital Retail Finance account number)
- Agreement value
- Customer's full name/Customer's postcode
- Reason for cancellation/ Explanation for finance cancellation

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