

RULE 19. INFORMATION

19.1 STANDARDS OF CARE

Each document, announcement or other information published, or statement made, during the course of an offer must be prepared with the highest standards of care and accuracy. The language used must clearly and concisely reflect the position being described and the information given must be adequately and fairly presented. These requirements apply whether the document, announcement or other information is published, or the statement is made, by the party concerned or by an adviser on its behalf.

NOTES ON RULE 19.1

1. Financial advisers' responsibility for publication of information

The Panel regards financial advisers as being responsible to the Panel for guiding their clients and any relevant public relations advisers with regard to any information published during the course of an offer, including information published using social media.

Advisers must ensure at an early stage that directors and officials of companies are warned that they must consider carefully the implications under the Code of what they say, particularly when giving interviews to, or taking part in discussions with, the media. It is very difficult after publication to alter an impression given or a view or remark attributed to a particular person. Control of any possible abuse lies largely with the person being interviewed. In appropriate circumstances, the Panel will require a statement of clarification or retraction. Particular areas of sensitivity on which comment must be avoided include future profits and prospects, asset values and the likelihood of the revision of an offer (see also Rule 20.1).

2. Sources

The source for any fact which is material to an argument must be clearly stated, including sufficient detail to enable the significance of the fact to be assessed; however, if the information has been included in a document previously sent to shareholders, an appropriate cross reference may be made.

3. Quotations

A quotation (for example, from a newspaper or an investment analyst's circular) must not be used by a party to the offer out of context and details of the origin must be included.

Since the use of a quotation will carry the implication that the quotation is endorsed by the party to the offer using it, quotations must not be used unless the party is prepared, where appropriate, to corroborate or substantiate them and they are covered by the directors' responsibility statement. See also Note 6 on Rule 28.1 with regard to investment analyst and other third party forecasts.

4. Diagrams etc.

Pictorial representations, charts, graphs and diagrams must be presented without distortion and, when relevant, must be to scale.

19.2 RESPONSIBILITY

(a) Each document published in connection with an offer by or on behalf of an offeror or the offeree company, must state that the directors of the offeror and/or, where appropriate, the offeree company accept responsibility for the information contained in the document (including any expressions of opinion) and that, to the best of their knowledge and belief (having taken all reasonable care to ensure that such is the case), the information contained in the document is in accordance with the facts and that it does not omit anything likely to affect the import of the information.

(b) The Panel's consent is required if it is proposed to exclude any director from a responsibility statement. Such consent will be given only in exceptional circumstances and in any case where the Panel's consent is given the exclusion and the reasons for it must be stated in the document.

NOTES ON RULE 19.2

1. Delegation of responsibility

Offeror and offeree company boards must have regard to section 3(f) of the Introduction and to Section 1 of Appendix 3.

If detailed supervision of any document has been delegated to a committee of the board, each remaining director must:

(a) reasonably believe that the committee is competent to carry out the supervision; and

(b) disclose to the committee all relevant facts directly relating to the director (including the director's close relatives and any related trusts) and all other relevant facts known to, and relevant opinions held by, the director which, to the best of the director's knowledge and belief, either are not known to any member of the committee or, in the absence of the director specifically drawing attention thereto, are unlikely to be considered by the committee during the preparation of the document.

2. Quoting information about another party

Where a party publishes a document containing information about another party which makes it clear that such information has been compiled from previously published sources, the directors of the party publishing the document need, as regards the information so compiled, only take

responsibility for the correctness and fairness of its reproduction or presentation and the responsibility statement may be amended accordingly. Where statements of opinion or conclusions concerning another party or unpublished information originating from another party are included, these must normally be covered by a responsibility statement by the directors of the party publishing the document or by the directors of the other party; the qualified form of responsibility statement provided for in this Note is not acceptable in such instances.

3. When an offeror is controlled

If the offeror is controlled, directly or indirectly, by another person or group, the Panel will normally require that, in addition to the directors of the offeror, other persons (eg directors of an ultimate parent) take responsibility for documents published by or on behalf of the offeror. In such circumstances, the Panel must be consulted.

4. Employee representatives' opinions and pension scheme trustees' opinions

The requirements of Rule 19.2(a) do not apply to any separate opinion of the employee representatives of the offeree company or the trustees of its pension scheme(s) appended to an offeree board circular in accordance with Rule 25.9 or Rule 32.6.

19.3 UNACCEPTABLE STATEMENTS

(a) Parties to an offer and their advisers must take care not to make statements which, while not factually inaccurate, may be misleading or may create uncertainty.

(b) In particular, an offeror must not make a statement to the effect that it may improve its offer, or that it may make a change to the structure, conditionality or the non-financial terms of its offer, without committing itself to doing so and specifying the improvement or change.

(c) In the case of any doubt as to the application of this Rule to a proposed statement, parties to an offer and their advisers should consult the Panel.

NOTE ON RULE 19.3

Statements of support

An offeror or the offeree company must not make statements about the level of support from shareholders or other persons unless their up-to-date intentions have been clearly stated to the offeror or the offeree company (as appropriate) or to their respective advisers. The Panel will require any such statement to be verified to its satisfaction. This will normally include the

shareholder or other person confirming its support in writing to the relevant party to the offer or its adviser and that confirmation being provided to the Panel. Such confirmation will then be treated as a letter of intent. The Panel will not require separate verification by an offeror where the information required by Note 3 on Rule 2.10 is included in an announcement of an offer or possible offer which is published no later than 12 noon on the business day following the date on which the letter of intent is procured.

19.4 INTERVIEWS AND DEBATES

Parties to an offer should, if interviewed on radio, television or any other media, seek to ensure that the sequence of the interview is not broken by the insertion of comments or observations by others not made in the course of the interview. Further, joint interviews or public confrontation between representatives of the offeror and the offeree company, or between competing offerors, should be avoided (see also Rule 20.1).

19.5 POST-OFFER UNDERTAKINGS

(a) A party to an offer must consult the Panel in advance if it wishes to make a post-offer undertaking.

(b) A post-offer undertaking must:

- (i) state that it is a post-offer undertaking;**
- (ii) specify the period of time for which the undertaking is made or the date by which the course of action committed to will be completed; and**
- (iii) prominently state any qualifications or conditions to which the undertaking is subject.**

(c) The terms of any post-offer undertaking made by a party to an offer, including the course of action committed to be taken, or not taken, and the qualifications or conditions to which it is subject, must:

- (i) be specific and precise;**
- (ii) be readily understandable and capable of objective assessment; and**
- (iii) not depend on subjective judgements of the party to the offer or its directors.**

(d) Any post-offer undertaking made by a party to an offer other than in a document published by that party in connection with the offer must be included in the next such document published by that party. The Panel may, in addition, require a document to be sent to the offeree company's shareholders and persons with information rights and made readily

available to its and the offeror's employee representatives (or, where there are no employee representatives, to the employees themselves) and to the trustees of the offeree company's pension scheme(s). Any subsequent reference by the party to the offer concerned to any post-offer undertaking which it has made must be accompanied by a reference to any qualifications or conditions to which the undertaking is subject or to the relevant sections of the document, announcement or other information in which they were included.

(e) A party to an offer must comply with the terms of any post-offer undertaking for the period of time specified in the undertaking and must complete any course of action committed to by the date specified in the undertaking.

(f) A party to an offer will be excused compliance with the terms of a post-offer undertaking only if a qualification or condition set out in the undertaking applies. If a party to an offer wishes to rely on a qualification or condition to a post-offer undertaking in order to take, or not take, a course of action otherwise than in compliance with the terms of that undertaking, that party must consult the Panel in advance and obtain the Panel's consent to rely on that qualification or condition.

(g) Except with the consent of the Panel, if such a course of action is then taken or not taken (as appropriate) with the Panel's consent, the party must promptly make an announcement describing the course of action it has taken, or not taken, and explaining how and why the relevant qualification or condition applies.

(h) A party to an offer which has made a post-offer undertaking must submit written reports to the Panel after the end of the offer period at such intervals (of not more than 12 months) and in such form as the Panel may require. Such reports must, as appropriate:

- (i) indicate whether any course of action that the party has committed to take has been implemented or completed within the specified period of time and, if not, the progress made to date and the steps being taken to implement or complete the course of action and the expected timetable for completion;
- (ii) confirm that any course of action that the party has committed not to take has not been taken;
- (iii) include such other documents or information as the Panel may require; and
- (iv) be published, in whole or in part (as required by the Panel), in accordance with the requirements of Rule 30.1.

(i) The Panel may require a party to an offer which has made a post-offer undertaking to appoint a supervisor to:

- (i) monitor compliance by that party with that undertaking; and
- (ii) submit written reports to the Panel, at such intervals and in such form as the Panel may require, as to the compliance by that party with that undertaking,

in accordance with arrangements made between the Panel and the supervisor. The party to the offer must comply with any obligations imposed on it in the supervisor's terms of appointment.

NOTES ON RULE 19.5

1. Commitments which are not regarded as post-offer undertakings

(a) The Panel may decide not to permit a party to an offer to make a post-offer undertaking where the Panel determines that the proposed commitment would more appropriately be given in a different form (including, for example, a commitment to a specified person which could be included in a private contract with that person).

(b) A party to an offer which proposes to make a commitment to take, or not take, any particular course of action after the end of the offer period other than by means of a post-offer undertaking must consult the Panel in advance. The Panel will then consider whether the proposed commitment would more appropriately be made as a post-offer undertaking. If, with the agreement of the Panel, the party to the offer makes that commitment by the proposed means, the Panel will normally require any reference to the commitment in any document, announcement or other information published by it in relation to the offer to make clear that the commitment has not been made as a post-offer undertaking in accordance with the requirements of Rule 19.5 and that the commitment will therefore not be enforceable by the Panel as a post-offer undertaking.

2. Qualifications or conditions

A party to an offer which has made a post-offer undertaking subject to a qualification or condition must not take any action, or omit to take any action, which would cause an event, act or circumstance referred to in a qualification or condition to occur. In addition, if the Panel determines that a party has taken action, or omitted to take action, which has caused an event, act or circumstance referred to in a qualification or condition to occur, the party will not normally be permitted to rely on that qualification or condition in order to avoid compliance with the post-offer undertaking.

3. Responsibility for written reports

Any written report submitted to the Panel in accordance with Rule 19.5(h) must state that the report has been approved by the board of directors (or equivalent body) of the party to the offer concerned and must be signed on its behalf by a duly authorised director (or equivalent person).

4. Appointment of supervisor

A supervisor appointed under Rule 19.5(i) must be independent of the party to the offer concerned, and any person acting in concert with it, and must have the skills and resources necessary to perform the functions of a supervisor. The identity of the supervisor and the terms of appointment must be agreed by the Panel. The costs of the supervisor will be met by the party to the offer which has made the post-offer undertaking.

19.6 POST-OFFER INTENTION STATEMENTS

(a) Any post-offer intention statement made by a party to an offer must be:

- (i) an accurate statement of that party's intention at the time that it is made; and**
- (ii) made on reasonable grounds.**

(b) If a party to an offer has made a post-offer intention statement and, during the period of 12 months from the date on which the offer period ended, or such other period of time as was specified in the statement, that party decides either:

- (i) to take a course of action different from its stated intentions; or**
- (ii) not to take a course of action which it had stated it intended to take,**

it must consult the Panel. Except with the consent of the Panel, if such a course of action is then taken or not taken (as appropriate), the party must promptly make an announcement describing the course of action it has taken, or not taken, and explaining its reasons for taking, or not taking, that course of action (as appropriate).

(c) A party to an offer which has made a post-offer intention statement must, at the end of the period of 12 months from the date on which the offer period ended, or such other period of time as was specified in the statement:

- (i) confirm in writing to the Panel whether it has taken, or not taken, the course of action it stated in the post-offer intention statement that it intended to take, or not to take; and**

(ii) publish that confirmation in accordance with the requirements of Rule 30.1.