UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 20-F

(Mark One)

☐ REGISTRATION STATEMENT PURSUANT TO SECTION 12(b) OR (g) OF THE SECURITIES EXCHANGE ACT OF 1934

OR

☒ ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(b) OF THE SECURITIES EXCHANGE ACT OF 1934

For the fiscal year ended **December 31, 2005**

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from ________________ to _______________

Commission file number **333-08354**

Reuters Group PLC

(Exact name of Registrant as specified in its charter)

(Translation of Registrant's name into English)

England
(Jurisdiction of incorporation or organization)

The Reuters Building, South Colonnade, Canary Wharf, London E14 5EP, England
(Address of Principal Executive Offices)

Securities registered or to be registered pursuant to Section 12(b) of the Act:
None

Securities registered or to be registered pursuant to Section 12(g) of the Act:
Ordinary Shares of 25p each

Securities for which there is a reporting obligation pursuant to Section 15(d) of the Act:
None

Indicate the number of outstanding shares of each of the issuer's classes of capital or common stock as of the close of the period covered by the annual report.

Ordinary Shares of 25p each	**1,383,647,406**
Founders Share of £1	**1**

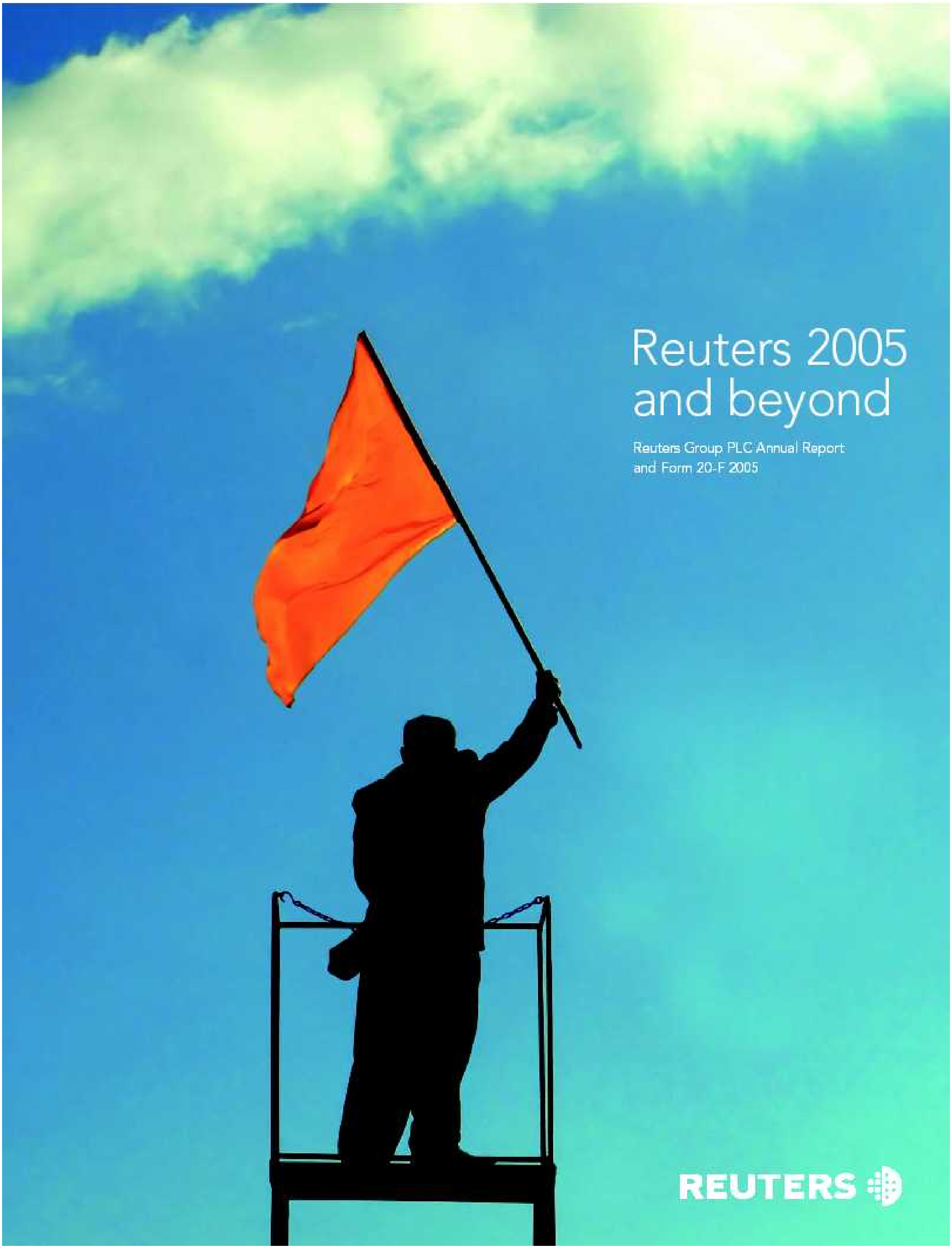
Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ☒ No ☐

Indicate by check mark which financial statement item the registrant has elected to follow.

Item 17 ☒ Item 18 ☐

Back to Contents



Contents

Back to Contents

Introduction

Contents
This report comprises the annual report of Reuters Group PLC in accordance with the requirements of the United Kingdom and its annual report on Form 20-F in accordance with the requirements of the United States Securities and Exchange Commission (SEC) for 2005. A cross-reference guide setting out the information in this annual report that corresponds to the Form 20-F items is provided on pages 128 to 129.

Definitions of company
As used in this annual report 'the Group' and 'Reuters' refer to Reuters Group PLC and its subsidiary undertakings, including joint ventures and associates. 'The company' refers to Reuters Group PLC. Where relevant, Instinet Group Incorporated (Instinet Group) is treated as a discontinued operation as it was sold in December 2005.

International Financial Reporting Standards and UK GAAP
Prior to 2005, the Group prepared its audited annual financial statements under UK Generally Accepted Accounting Principles (UK GAAP). For the year ended 31 December 2005, the Group is required to prepare its annual consolidated financial statements in accordance with International Financial Reporting Standards (IFRS) and International Financial Reporting Interpretations Committee (IFRIC) interpretations as adopted by the European Union (EU) and those parts of the UK Companies Act 1985 applicable to companies reporting under IFRS.

The 2004 comparatives have been restated as part of the first-time adoption requirements of IFRS. As allowed by SEC rules in relation to first-time adoption of IFRS, only one year of comparatives is reported in this annual report.

IFRS differs in certain respects from accounting principles generally accepted in the United States (US GAAP). The material differences between IFRS and US GAAP relevant to the Group are explained on pages 104 to 108.

The accounts for the parent entity Reuters Group PLC (refer pages 112 to 117) continue to be prepared in accordance with UK GAAP.

Presentational currency
The consolidated financial statements of the Group included in this annual report are presented in pounds sterling (£). On 31 December 2005, the Noon Buying Rate in New York City for cable transfers in foreign currencies as announced for customs purposes by the Federal Reserve Bank of New York (Noon Buying Rate) was \$1.72 = £1; on 7 March 2006 the Noon Buying Rate was \$1.74 = £1. Additional information on exchange rates between the pound sterling and the US dollar is provided, on page 122.

Forward-looking statements
Under US law, all statements other than statements of historical fact included in this annual report are, or may be deemed to be, forward-looking statements within the meaning of the US Private Securities Litigation Reform Act of 1995. Certain important factors that could cause actual results to differ materially from those discussed in such forward-looking statements are described under Section 18 'Risk Factors' on pages 24 to 25 as well as elsewhere in this annual report. All written and oral forward-looking statements made on or after the date of this annual report and attributable to the Group are expressly qualified in their entirety by such factors.

Trademarks
Reuters, the sphere logo and Reuters product names referred to in the report are trade marks or registered trade marks of the Group around the world. Other trade marks of third parties are used in this report for the purpose of identification only.

Back to Contents

Financial highlights[1]

First year of revenue growth (up 3%) since 2001
Our 2005 revenue was £2,409 million, a 3% increase over 2004. 2005 was the first full year of revenue growth since 2001, mainly driven by growth in recurring revenues, as a result of acquisitions made during the year.

Recurring revenue[2] of £2,242 million (up 4%) was driven by the acquisition of Moneyline Telerate (Telerate) and price increases.

Usage revenue[2] of £97 million (up 13%) reflected a good performance in transaction services and higher reuters.com advertising revenue.

Outright revenue[2] was £70 million (down 22%) with the fall principally explained by our continued withdrawal from technology consulting.

Operating profit up £13 million, trading profit[1] up £8 million
Operating profit was £207 million in 2005, up £13 million on the previous year, principally explained by an increase in trading profit.

Trading profit of £334 million (trading margin 14%) was up £8 million over 2004. A strong revenue performance combined with continuing tight cost control was sufficient to fund our Core Plus transformation and growth investments of £41 million and a £7 million charge relating to an accounting change in the Reuters Pension Fund (RPF), to a defined benefit plan.

Within trading profit, the three year Fast Forward restructuring programme delivered additional savings of £126 million, bringing the cumulative total from the programme to £360 million.

Profit for the year up £107 million
Our 2005 profit was £482 million, an increase of £107 million over the previous year, principally explained by the increase in profit from discontinued operations and profit on asset sales.

Profit from discontinued operations, which is where Instinet Group is reported as the disposal of a major business line, was £253 million. This largely represents profit realised from our disposal of Instinet Group (£191 million) and profit from Instinet Group in the eleven months prior to its sale (£68 million).

Profit from other asset disposals totalled £38 million, largely from further sales of our remaining stake in Tibco Software Inc. (TSI).

EPS up 6.6p to 32.6p and adjusted EPS[1] up 2.0p to 13.8p
EPS was 32.6p in 2005, up 6.6p from the previous year, mainly due to the increase in profit for the year.

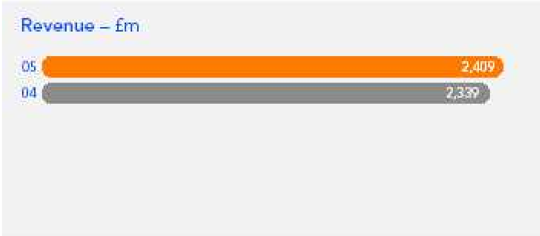
Adjusted EPS was 13.8p in 2005, up 2.0p from the previous year, reflecting stronger trading profit and a reduction in the number of shares in circulation due to the share buyback programme.

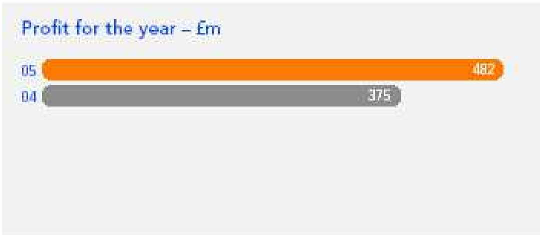
Dividend of 10p per share
A final dividend of 6.15p is proposed, which will bring the total dividend to 10p per share, the same level as the previous year.

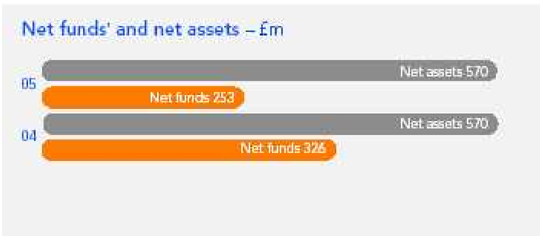
Net assets stand at £570 million
Net assets stand at £570 million, the same level as at 31 December 2004. The profit for the year was offset by the return of equity to shareholders and the removal of minority interest equity, due to the sale of Instinet Group.

Net funds[1] were £253 million, down £73 million from the previous year.

During 2005, £363 million of cash was returned to shareholders via dividend payments and as a result of the share buyback programme to return £1 billion to shareholders by July 2007.







Notes:

1 A number of measures are 'non-GAAP' figures, which are business performance measures used to manage the business, and which supplement the IFRS-based headline numbers. These include 'trading profit', 'adjusted EPS' and 'net debt/net funds'. The rationale for using non-GAAP indicators and their reconciliation to the most directly comparable IFRS indicator is provided in sections 19 and 20 on pages 25 to 30.

2 See note 2 of the Financial Statements on page 59 for definitions of the terms 'recurring', 'usage' and 'outright' revenue.

Chairman's statement

I am greatly encouraged by what I have seen and heard – **a business regaining its confidence, and that of its customers, and well placed to enter a new phase of growth.**

In my first full year as Chairman, I have had the opportunity to travel around the Reuters world, meeting many of our people and customers. I am greatly encouraged by what I have seen and heard – a business regaining its confidence, and that of its customers, and well placed to enter a new phase of growth. I am humbled by the courage and conviction shown by our people, particularly our journalists who continue to operate in areas where the threat of violence and arbitrary detention is the norm. In 2005, we mourned the deaths of Waleed Khaled, who was shot and killed in Iraq, and Rashid Khaled who died there too following a car crash in Basra. We remain intensely troubled by the difficult circumstances of journalists in war zones and continue to press for a better model of engagement between the media and the military.

I am privileged to lead a world-class Board, which encompasses a broad range of backgrounds and experiences. I am a passionate believer in the power of diversity to enhance decision making. The unique outlook each Board member brings is undoubtedly the Board's greatest asset. As a Board, we have worked hard to develop a healthy relationship with management, characterised by constructive challenge and support. Tom Glocer is an exceptional Chief Executive.

The Board and management have worked together to define a coherent strategic framework. The resulting strategy for growth builds on our core strengths in content and transaction services and addresses our customers' critical needs. We must also continue to transform our core business, by pursuing greater efficiency and simplicity in everything we do.

In a world where trust is scarce, the Reuters brand, which has trust at its heart, resonates deeply. It is our challenge to grow the company to fill the space occupied by the brand. Reuters is unique in that it is governed by the Reuters Trust Principles, which commit us to act with integrity, independence and without bias. These principles are not restricted to the collection and dissemination of the news. They inform every decision we make, whether it concerns our customers, suppliers, staff or the communities in which we operate. A responsible approach to business is not optional. Without responsibility there is no sustainability.

For over 150 years, Reuters has been relentless in the pursuit of truth. We have built one of the world's great brands. Now I am confident that we are on course to enjoy a new phase of growth.

Niall FitzGerald, KBE
Chairman

Back to Contents

Chief Executive's review

We've completed the 'Fix it' stage of our strategy, putting our core business back on track. **Reuters is now more competitive, simpler, more customer-focused and more efficient.**

What was the highlight for you in 2005?
The key thing for me is that we went from four years of losing revenue to revenue growth – that's really important for our shareholders and for our employees as well.

Fast Forward has just completed. Did it achieve its objectives?
Our Fast Forward transformation plan has achieved its objectives in full. The £440 million in cost savings being delivered in 2006 has turned Reuters from loss-making to profit, and we have significantly enhanced our product line, putting out a slew of great products at year-end. We also improved customer service and built a solid platform for growth.

Last July the company launched the Core Plus growth initiatives which you said would strengthen the core business and accelerate revenue growth. It's very early, but is that working as you had hoped?
Yes, there are really good early signs of success in Core Plus. There are four initiatives: electronic trading, high-value content, a new approach to enterprise-wide sales and new markets. And for each one, we have an important milestone or set of milestones we can point to, to show that we're on track to deliver additional growth at Reuters.

How do you think our customers are responding to those changes?
I judge the customer response in a number of ways:

First, is it coming through in revenues and in sales? The answer is yes, we've seen increases in these lines.

Second, by how they tell Reuters they are feeling – we have a formal customer satisfaction survey that goes to about 12,000 users and that's shown steady improvement.

And finally, the thing I really like is, I just go out and spend time with customers. I walk around the trading desks, I talk to our customers, and they tell me they can see the difference at Reuters.

And what about the product offering at Reuters?
We seek to provide a sensible range of products. We believe that customers don't just want a single box at a single price. That said, Reuters had gotten far too complex, with 1,300 products in the product line in 2001. What we've done is rationalise it, reduced the number of products and platforms, and then put fit-for-purpose products out to meet different customer needs.

This review is taken from a video interview with Tom Glocer which can be seen at www.about.reuters.com/investors.

We're returning cash to the market via a share buyback. Why was that method chosen above others?
It's a tax-efficient strategy and it also allows us to retire shares while putting out cash, thereby raising the earnings per share for everybody who remains a shareholder. The Reuters Board looked at a number of alternatives and we thought this was the best method, reflecting our capital needs, the needs of our shareholders, and the market value of Reuters shares.

Looking to 2006, what do you see lying ahead for the company?
I'm very excited about 2006. The key drivers for us will be to deliver on our Core Plus investments, to accelerate our revenue growth, to continue to really focus on customer service and to maintain the good cost control that we've had throughout the last few years.

What are your ambitions for the Media business?
Reuters has operated a successful wholesale media agency for over 150 years, and we believe we can grow a direct-to-consumer media business alongside it. Our content and our brand form a compelling offer to individuals in search of an independent, unbiased view of world events.

Why are electronic trading systems so important to Reuters?
Reuters pioneered electronic trading with the launch of our first Reuters Monitor Dealing System back in 1981. Since then, we have had a track record of continuous innovation in this area, right up to the launch in 2005 of Reuters Trading for Fixed Income and Reuters Trading for Foreign Exchange. We see trading moving increasingly to electronic platforms, so we are investing heavily in this area as part of our Core Plus strategy.

How is Reuters culture changing?
There are many wonderful aspects of the Reuters culture that underpin much of the company's enduring value. However, during Fast Forward it has been important to introduce a leaner, more performance-driven aspect to our culture. Corporate cultures do not change overnight, but I am pleased with the progress we have made to date and confident we can continue to blend these two aspects of our culture.

Tom Glocer
CEO

Back to Contents

Selected financial highlights

The selected financial information set out below is derived from the consolidated financial statements. The selected financial data should be read in conjunction with the financial statements and related notes (pages 50 to 108), as well as the Operating and Financial Review on pages 7 to 30.

The consolidated financial statements are prepared in accordance with IFRS, which differs in certain respects from US GAAP. For a summary of the material differences between IFRS and US GAAP and related information relevant to the Group, see pages 104 to 108.

Consolidated income statement data

for the year ended 31 December

£m (except per share data)	Notes	**2005**	2004
Amounts in accordance with IFRS			
Continuing activities:			
Revenue		**2,409**	2,339
Operating profit		**207**	194
Profit before taxation		**238**	396
Profit after taxation		**229**	356
Profit from discontinued activities		**253**	19
Profit for the year		**482**	375
Basic earnings per ordinary share		**32.6p**	26.0p
Basic earnings per ordinary share – continuing		**16.3p**	25.4p
Diluted earnings per ordinary share		**31.7p**	25.4p
Diluted earnings per ordinary share – continuing		**15.9p**	24.8p
Basic earnings per ADS	1	**195.8p**	156.1p
Basic earnings per ADS – continuing		**97.8p**	152.7p
Diluted earnings per ADS	1	**190.3p**	152.2p
Diluted earnings per ADS – continuing		**95.4p**	148.8p
Dividends declared per ordinary share	2	**10.0p**	10.0p
Dividends declared per ADS:	2		
Expressed in UK currency		**60.0p**	60.0p
Expressed in US currency		**111.4c**	105.8c
Weighted average number of ordinary shares (in millions)		**1,396**	1,400

£m (except per share data)	Notes	**2005**	Reclassified[3] 2004	Reclassified[3] 2003	Reclassified[3] 2002	Reclassified[3] 2001
Amounts in accordance with US GAAP						
Continuing activities:						
Revenue		**2,503**	2,370	2,669	2,955	3,017
Income/(loss) before taxes on income		**207**	501	(8)	198	83
Income after taxes on income		**211**	395	23	168	29
Income/(loss) after taxes (including minority interest) from discontinued activities		**185**	44	(51)	(273)	95
Net income/(loss)		**396**	439	(28)	(105)	124
Basic earnings/(loss) per ordinary share		**28.4p**	31.4p	(2.0p)	(7.5p)	8.8p
Basic earnings per ordinary share – continuing		**15.1p**	28.1p	1.6p	12.0p	2.1p
Diluted earnings/(loss) per ordinary share		**27.6p**	30.5p	(2.0p)	(7.5p)	8.6p

Diluted earnings per ordinary share – continuing		**14.7p**	27.4p	1.6p	12.0p	2.0p
Basic earnings/(loss) per ADS	1	**170.2p**	188.2p	(12.0p)	(44.8p)	52.6p
Basic earnings per ADS – continuing		**90.8p**	168.5p	9.8p	72.1p	12.4p
Diluted earnings/(loss) per ADS	1	**165.4p**	183.2p	(12.0p)	(44.8p)	51.6p
Diluted earnings per ADS – continuing		**88.2p**	164.3p	9.7p	72.1p	12.1p
Dividends declared per ordinary share	2	**10.0p**	10.0p	10.0p	11.1p	18.0p
Dividends declared per ADS:	2					
Expressed in UK currency		**60.0p**	60.0p	60.0p	66.7p	108.0p
Expressed in US currency		**111.4c**	105.8c	105.1c	99.6c	155.3c
Weighted average number of ordinary shares (in millions)		**1,396**	1,400	1,396	1,395	1,404

Back to Contents

Consolidated balance sheet data

at 31 December

£m	**2005**	2004
Amounts in accordance with IFRS		
Total assets	**2,137**	2,580
Non-current liabilities (excluding deferred tax)	**763**	669
Net assets	**570**	570
Shareholders' equity (attributable to the parent)	**570**	371
Share capital	**467**	455

£m	**2005**	2004	2003	2002	2001
Amounts in accordance with US GAAP					
Total assets	**2,326**	2,743	3,280	3,789	4,641
Long-term liabilities (excluding deferred tax)	**696**	597	499	474	514
Shareholders' equity	**705**	568	514	804	1,212

Notes:

1 Each ADS (American Depositary Share) represents six ordinary shares.

2 Dividends declared for 2001–2002 include UK tax credits. Dividends declared for 2003–2005 exclude UK tax credits. Amounts receivable could be higher for US shareholders who have elected to retain benefits of the old US/UK tax treaty. For further information relating to dividends and the UK taxation of dividends see pages 122 to 123.

3 With the sale of Instinet Group and Bridge Trading Company, the US GAAP numbers have been reclassified to separate the operating results into continuing and discontinuing income/(loss) for the year.

Back to Contents

Company information (sections 01-09)	Financial review (sections 10-11)	Supporting financial information (sections 12-20)
• The markets we serve • Strategy, Brand, People • Corporate responsibility, Reuters in the community, Environmental impact and Government regulation	• Group financial performance • Divisional performance	• Treasury policies and risk management • Critical accounting policies, risk factors • Non-GAAP measures, reconciliations

Company information

01 Overview

Reuters is the world's largest electronic publisher of news and financial data, operating in 128 countries. Daily, almost 350,000 financial professionals across the globe use market data and in-depth news on financial and commodities markets from Reuters, and one billion consumers see and hear news from Reuters in the world's media. Our trusted information drives decision-making around the world, based on our reputation for speed, accuracy and independence.

We provide tools to enable traders to perform fast and accurate analysis of financial data and to manage trading risk. Our electronic trading services connect financial communities, helping them to gain access to the best prices and to trade efficiently and cost-effectively. We offer systems to help our customers manage trade processing, financial content and internal business processes more effectively throughout their organisations.

Until December 2005, we owned a 62% stake in Instinet Group, a global electronic agency securities broker which operated two major businesses: Instinet, an institutional broker, and INET, an electronic marketplace. On 8 December 2005 we disposed of our entire interest when Instinet Group was acquired by the NASDAQ Stock Market Inc (NASDAQ) for cash. As a result of this transaction, we received cash proceeds of $1.1 billion (£630 million), which includes the dividend received from Instinet Group prior to disposal, less disposal costs. We intend to return the sale proceeds to shareholders as part of the two-year £1 billion share buyback programme announced in July 2005.

02 The markets we serve

Financial markets

More than 90% of our revenue comes from serving the wholesale financial services industry, which includes investment and commercial banks, broker-dealers, asset and wealth managers, and commodities and energy traders.

We and our customers are affected by global economic trends and by developments in the financial services markets. In this section, we provide a high-level macro-economic overview of 2005 as the backdrop to our performance during the year and to highlight the factors we have taken into account in the development of our strategy.

The global economy in 2005

The global economy was robust in 2005, although soaring energy prices and inflationary pressure contributed to a reduction in global Gross Domestic Product (GDP) growth from 5.1% in 2004 to an estimated 4.3% in 2005[1]. The US and Asia, excluding Japan, remained the major growth engines of the world economy, with China growing at an estimated 9%[1]. Japan continued its gradual but sustained recovery in 2005, growing by an estimated 2%. The Euro zone economy struggled to gain momentum in 2005, up an estimated 1.2% compared to 2% in the previous year. UK GDP growth fell to an estimated 1.9% in 2005 from 3.2% in 2004.

Financial services industry performance in 2005

Overall, the financial services industry performed well in 2005 in terms of both revenue and profit growth, with the Morgan Stanley Capital International World Financials index gaining 15.5% over the period[2].

Trading was a major source of profit for investment banks in 2005. Fixed income trading revenue remained strong despite increasing interest rates, and equity trading revenue continued on an upward trend as benchmark European and Asian stock indices surged. Foreign exchange (FX) trading volumes continued to grow, driven by increasing buy-side activity.

Prime brokerage revenue, which includes securities lending, margin and other services provided by banks to the hedge fund industry, grew by an estimated 28% in 2005. Mergers and acquisitions (M&A) advisory also generated strong results for banks, with global M&A volume growing by 38% to reach $2.9 trillion of announced deals[3]. Derivatives and commodities markets continued to grow, with the notional amount outstanding of credit default swaps seeing a 48% increase in the first half of 2005[4].

According to the Securities Industry Association, US securities industry employment grew by 3% in 2005, and had recovered 59% of the jobs lost in the 2001–2003 downturn by the end of the year[5]. Headcount in the UK financial sector also grew by 3% in 2005, according to the Centre for Economics and Business Research. However, much of this growth has been in off-trading floor areas such as compliance, and some banks are reported to have reduced their equity trading staff as they shift a greater proportion of their execution services to direct market access and algorithmic trading.

Notes:

1 World Economic Outlook, September 2005, International Monetary Fund. 2005 figures are projections.

2 Price return in local currency. Equivalent in US$ is 8.7%.

3 Dealogic, preliminary data.

4 2005 Mid-Year Market Survey, International Swaps and Derivatives Association.

5 Securities Industry Association (SIA). November and December figures are preliminary.

Our challenge at Reuters is to ensure that we continue to respond to fundamental structural changes in our markets and the resulting changing requirements of our customers. By aligning our business to customer needs, we are better positioned to shift our focus towards the higher-growth areas of the financial markets.

Structural change

The financial services industry continued to undergo rapid structural change in 2005, particularly with the continued growth in electronic and automated trading. Program trading, computer-driven automatically-executed securities trades involving a basket of stocks, accounted for an average 58% of total trading volume on the New York Stock Exchange (NYSE) during the final quarter of 2005, compared to 53% over the same period in 2004[6]. Algorithmic trading, trading systems that use advanced mathematical models to make transaction decisions in the financial markets, is also being more widely used as both buy-side and sell-side trading operations drive for greater efficiency and search for trading patterns that they can exploit.

On the regulatory front, we saw initiatives aimed at improving transparency and ensuring 'best execution' of client orders. In Europe, the financial services industry is preparing for the introduction of the Markets in Financial Instruments Directive (MiFID), which is due to be implemented in all EU member states in 2007. The directive increases the regulatory obligations of many market participants and is intended to harmonise regulation across the EU.

In the US, the SEC adopted the Regulation National Market System (Reg NMS) in April 2005. The new regulation prompted several major changes to the US exchange landscape, with NASDAQ acquiring Instinet Group and the NYSE acquiring the Archipelago Exchange and announcing it would combine its physical trading floor and an automated platform into a hybrid market. In a response to the increased consolidation among US exchanges, a group of five banks and a hedge fund acquired 45% of the Philadelphia Stock Exchange.

New markets and alternative asset classes

Hedge funds continue to grow, although at a slower rate. The growth rate of net capital inflow into the hedge fund industry has come down from 19% in 2004 to 4% in 2005. At the end of 2005, we estimate the size of the hedge fund industry to be approximately $1.1 trillion.

We saw further interest in investing in emerging markets in 2005. For example, despite structural challenges and restrictions on foreign investments, major Western banks acquired significant stakes in a number of Chinese banks.

Demand for alternative asset classes such as structured financial products, property derivatives, and emission credits continued to increase in 2005. With booming property markets in many parts of the world, institutional investors increased their exposure to the property sector and property indices saw strong returns. Emission credits received much attention as an emerging alternative asset class with the launch of the EU's Emissions Trading Scheme on 1 January 2005.

Media markets

The news media industry continued to show a mixed performance in 2005. News media companies' revenue and profit performance were strongly correlated to the annual national, local and classified advertising spend.

In Western media markets, broadcasters and publishers saw modest growth in advertising revenues for their traditional offerings. However, the emerging digital offerings of these providers (only approximately 5% of their total 2005 revenues came from digital platforms) experienced audience and advertising revenue growth of over 15%. In developing markets, particularly China and India, traditional and digital media platforms achieved double digit growth, according to Universal McCann.

The news media industry has been in a slow transition for the past 20 years. Newspaper subscriptions continue to decline and newspaper audiences get older as younger audiences focus their attention on mobile and online services. Increased proliferation of cable news has caused a wider distribution of advertising and distribution revenues. It has also created new opportunities for audiences worldwide to obtain news. The proliferation of broadband at home has further accelerated the pace in the past three years.

Online offerings have already established themselves as important media for news delivery as users prefer them to traditional media for their timeliness and their ability to go further in-depth. Technology advances are overcoming the portability advantages of printed publications and are allowing increasingly for time-shifting and television mobility.

03 Our strategy

Reuters goal is to be the information company our customers value most, by offering indispensable content, innovative trading services and great customer service.

There are three stages to achieving this goal:

- First complete and realise the benefits of Fast Forward, our business transformation programme designed to turn Reuters into a more competitive, simpler, more customer-focused and more efficient organisation – **Fix it**
- Second continue to streamline and improve the efficiency of our operations – **Strengthen it**
- Third grow our core business and pursue new opportunities in adjacent markets – **Grow it**

'Fix it' through Fast Forward, our three year business transformation programme

The 'Fix it' phase has been largely completed with the end of the Fast Forward transformation period. With Fast Forward, we have made Reuters more competitive by strengthening and segmenting our product line to provide a range of products at different price points to meet the needs of a wide range of finance professionals. We have also simplified our product line, cutting the total number of products being sold from over 1,300 to 400. This includes a reduction in the number of desktop financial information products to 110, on the way to our target of 50.

In addition, we have streamlined our portfolio over the last four years. The most significant disposal was the sale of our stake in Instinet Group, completed in 2005, which generated cash proceeds of £630 million.

Customer satisfaction has been improved by recruiting and training new customer support staff and by investing in service resilience.

Notes:
6 Based on average weekly percentages during the fourth quarter 2005 compared to the fourth quarter 2004.

We use several tools, including a regular customer satisfaction survey of some 12,000 customers, to gather feedback. The survey has shown improvement year-on-year for the past three years.

Consistent with our goal of making Reuters more efficient, we are on track to meet our cost savings targets. In 2005, we delivered cumulative annualised savings of £360 million, towards our goal of £440 million in 2006.

'Strengthen it' – continue to streamline and improve the efficiency of our operations

We plan to continue the improving trend in customer service by reducing time to market for new products, raising product quality and improving the resilience of our service delivery.

In July 2005, we announced four new service improvement initiatives:

Rationalising our data centres from 250 to approximately 10 globally to reduce costs, simplify data distribution and help us to improve service quality;

Simplifying our product development process and concentrating our development activities into fewer centres to improve product quality and reduce time to market;

Streamlining our content management processes to improve the accuracy, timeliness and breadth of our data;

Modernising our customer administration systems to make Reuters easier to do business with and enable us to deploy products faster to customers.

We will be investing £170 million, over a four-year period, in our 'strengthen it' service improvement and cost efficiency initiatives. By 2010, we expect these to deliver total annualised savings of at least £150 million.

'Grow it' – grow our core business and pursue 'Core Plus' growth opportunities in adjacent markets

Throughout 2005, Reuters served a £6 billion per annum market for financial information and related services, with an expected medium-term growth rate of 2–4%.

We are continuing to enhance our product line by introducing new versions of our flagship products, by broadening and deepening our content and by extending our distribution capability. For example, our acquisition of Telerate in 2005 brought us market benchmark content for the fixed income markets and increased our user accesses, notably in the US and Asia. As a result of this continued investment in our service offerings, we believe we can grow our business in line with the market.

In addition, we have identified four 'Core Plus' growth opportunities which expand the market we are able to serve from £6 billion to £11 billion per annum. They also target higher growth areas, giving us the potential to deliver additional revenue growth from 2006 onwards.

- Electronic trading

Reuters has an established track record of providing electronic transaction services for the financial markets, for example, our foreign exchange matching service. We believe that the electronic trading trend is accelerating and as a result we are increasing our investment in electronic trading services by building a multi-asset trading platform on which we have already launched Reuters Trading for Foreign Exchange (RTFX) and Reuters Trading for Fixed Income (RTFI). In March 2006 we announced our plans to launch Reuters Trading for Exchanges. We are also building a post-trade notification service to help customers streamline their trade confirmation operations.

- High-value content

We see increasing demand from customers, especially from hedge funds, for content which gives them not just facts but insight. We are investing in the creation of this high-value content by expanding our specialist editorial and data teams and also through acquisition and distribution agreements. In 2005 we acquired EcoWin, a leading provider of economic data. We also signed an exclusive content agreement with MasterCard in February 2006 to distribute the earliest detailed monthly view of US retail sales data, a key financial markets indicator.

- A new approach to selling content and transactions services to whole enterprises

Our Enterprise business helps trading businesses to manage the flow of information and transactions both internally and with their institutional customers. Demand for structured information and data management services is increasing, driven by growth in program and algorithmic trading. The need for greater transparency in order to satisfy regulatory compliance requirements is also a factor in the growing demand for data. We have a wide range of assets such as high-speed streams of machine-readable trading data; historical price data and risk management and position-keeping systems. Using these tools, we have built long-term partnerships with many of our largest clients to help them develop their internal information and trading infrastructures. We are making our products more compelling to our customers by offering targeted packages of components designed to address specific customer activities such as algorithmic trading and fund valuation.

- New markets

We see three types of opportunity to develop new markets; high-growth geographic markets, such as India and China; new asset classes, such as emissions and property; and new types of customer such as a consumer media audience. We are scaling up our presence as a leading provider of financial information and trading services in rapidly developing financial markets, starting with India, China and Brazil. We are already the market leader in providing information, electronic trading and risk management products to the Indian financial markets and we are continuing to build up our product offer to enable us to capitalise on market growth. In early 2006 we launched TIMES NOW, a TV news channel, in partnership with The Times of India Group to support our consumer media growth plans.

We are continuing to build our presence in the Chinese financial and media markets. In 2005 we brought greater transparency to China's developing bond market by launching a range of market standard reference rates. We are taking a significant role in the development of China's foreign exchange market – our electronic trading system is the platform on which the China Foreign Exchange Trade System (CFETS) launched an FX portal for trading in eight foreign currency pairs. In July we launched our Chinese language website www.reuters.com.cn and began providing branded English language inserts for China Central Television.

We plan to launch RTFI in Brazil and Mexico in 2006 and to expand our fixed income products to other Latin American countries. We created a new sales channel in Brazil's growing market by entering into agreements with American Express and Universal OnLine, a major regional internet service provider, for them to promote Reuters Trader for Latin America to their corporate accounts.

In the second half of 2005, we invested £15 million in Core Plus revenue growth initiatives. We expect trading profit, net of new revenue generated, to be reduced by approximately £50 million in 2006 and £20 million in 2007.

We anticipate that together, these four new initiatives will generate one percentage point of revenue growth in 2006, in addition to revenue growth in the existing business which we expect to grow in line with the market. We expect additional revenue growth from new initiatives to deliver three percentage points of additional revenues in 2008.

04 Brand

Our brand is a powerful asset, ranked as a Top 100 Global Brand by Interbrand. In a cluttered marketplace, strong brands attract customers and drive financial performance. As an organisation and a brand, we are aligned to deliver consistently on the Reuters Trust Principles of independence, integrity and freedom from bias. Throughout the company, these principles guide us in everything we do (see page 119 for more information on the Trust Principles).

Reuters news and information reaches more than one billion people daily and trust in the Reuters brand remains key to our future success. Our reputation as a trusted source, neutral electronic trading platform and provider of essential enterprise-wide services for the financial sector will enable us to expand our business into new markets.

In 2005, we re-launched our visual brand identity, creating a distinctive look which makes extensive use of Reuters award-winning photography. The move of our headquarters to Canary Wharf, London's new financial district, also helped us to establish a strong brand presence among many of our largest customers. They are able to see Europe's largest price ticker wrapped around our building, together with a giant screen displaying Reuters real time multimedia news.

05 People

The quality and commitment of our people have played a major role in our business transformation. This has been demonstrated in many ways, including improvements in customer satisfaction, the reinvigoration of our product line and the high standards we apply in order to uphold our Trust Principles. Our employees have also shown flexibility in adapting to changing business requirements and implementing new ways of working.

Employees adapted to change

With our business, markets and customers changing rapidly, we seek to employ people who are highly talented, knowledgeable about the markets we serve, customer focused, adaptable and committed to learning and development. We are also keen to ensure our employee base is diverse, to reflect the different cultures and markets we operate in and to bring a range of perspectives that allow us to develop fresh and innovative ways to serve our diverse customers.

Change has been a constant theme throughout 2005, as we have continued to re-balance our employee base to support our 'strengthen it' and 'grow it' strategic objectives. Our Bangalore content centre and Bangkok development centre have expanded as we renew our focus on content and strengthen our product line. Recruiting highly skilled employees in Asia has allowed us to extend the service we offer to our customers, enabling us, for example, to cover a wider range of news while containing costs and continuing to locate employees close to our customers. With 28% of employees now based in Asia, we are also well placed to support our growth strategies in the region.

We are bringing in fresh markets, media, content and technology expertise, both through targeted hiring and through acquisition. During the year, we welcomed new employees to the Group through a series of acquisitions, including Telerate, Ecowin and Action Images. Reflecting our drive to recruit new talent, over 50% of our employees have joined us in the last five years.

Employee communications

We use a variety of methods, including our intranet, to communicate with our geographically diverse workforce about the company's strategy and priorities. Our 'Daily Briefing', edited by a Reuters journalist, delivers an online multimedia information service seen by 75% of employees each day. It covers news and events about the company and about employees. The CEO hosts regular webcasts, teleconference briefings and question and answer sessions for employees in addition to meeting informally with groups of Reuters employees around the world. At the end of the year, the CEO's overall mission for the coming year is explained. Through the performance management process, objectives in support of that mission are set for everyone. Regular meetings are also held between management, employees' union representatives and other groups of employees so that the views of employees can be taken into account in making decisions which may affect their interests. Reuters European Employee Forum operates as a pan-European works council and the CEO and other executive directors meet with the Forum regularly.

Employee survey

We carry out annual employee surveys to identify issues that need to be addressed and areas upon which to build; the findings are communicated to employees. Overall, the results of our most recent survey (November 2005) showed improvements across all the groupings that make up our employee engagement index (leadership, customer orientation, performance, employee commitment and career development). We have very strong scores on items related to the company brand and values – two of the highest-scoring statements were: "I fully support the values for which Reuters stands" and "Reuters provides a working environment that is accepting of ethnic differences". Highlighting areas for improvement, employees reinforced the need for further organisation simplification and improved customer service. The Group Management Committee (GMC) has put in place a range of initiatives to continue to address these issues in 2006.

Talent and performance management

We have remained committed to retaining and developing our talent despite the pressures of our Fast Forward transformation programme over the last few years. Our company-wide talent review process involves management teams openly reviewing their people. This enables us to identify our highest performers and strongest talent and to create tailored plans to develop them. These processes covered more than 4,000 people worldwide in 2005. We report regularly to the Board on these activities and the Board also reviews our succession plans for our most critical roles, ensuring that we have sufficient depth and breadth in our most senior talent pools. Employee turnover for our highest performers remains below the 3.5% threshold we have set.

Employees' performance is aligned to company goals through an annual performance review process that is carried out with all employees. Reviews focus both on the objectives that were set and how they were achieved, drawing on input from a range of people to ensure a rounded view of performance. The achievement of objectives is reinforced through our compensation plans.

Employee development

Our learning strategy is to increase the provision of flexible learning solutions to support employee development. This allows us to support the business by providing a wide range of learning opportunities as and where they are needed. Certification programmes ensure that the product and market knowledge of our customer-facing employees is kept up-to-date and tested on a regular basis. We have continued to develop managers through our middle manager programme with the University of Michigan and through a recently updated First Level Manager Programme.

Employee safety
The Board recognises the courage and professionalism shown by our employees operating in conflict zones. We regularly review our policies, training and procedures for employees, particularly for those working in dangerous places. We have reaffirmed the standing instructions to our employees to avoid risks wherever possible and we provide hostile environment training, protective equipment and post-trauma training programmes to all employees who may need them. We were deeply saddened by the deaths of two Reuters employees in Iraq in 2005. Photographer Rashid Khaled died following a car crash in Basra, Southern Iraq, in February and TV soundman Waleed Khaled was shot and killed in Western Baghdad. Four Reuters journalists were held in US military custody in Iraq, three of them for several months, during 2005. All were released without charge.

Equal opportunities and diversity
We have extensive fair employment practices in place and with the support of our Global Diversity Advisory Council, established in 2004, we are working to make Reuters an increasingly inclusive company. The Council is chaired by the CEO, and serves as an advisory board to the GMC on issues related to diversity.

Our policy is that the selection of employees, including for recruitment, training, development and promotion, should be determined solely on their skills, abilities and other requirements which are relevant to the job and in accordance with the laws in the country concerned. Our equal opportunities policy is designed, among other things, to ensure that people with disabilities, and other under-represented groups, are given the same consideration as others and enjoy the same training, development and prospects as other employees. In the UK, as well as being a member of the Employers Forum for Disability, we have made use of the services of both AbilityNet (which supplies technology for disabled users) and Employment Opportunities (a UK charity helping people with disabilities to find and retain work). We have successfully retained staff who have become disabled, as well as integrating those who are disabled when they join the company. This has been achieved by using technological solutions and re-designing the way jobs are handled, enabling individuals to contribute actively to meeting the needs of our business.

Our commitment to ethics and compliance
Since Reuters was founded in 1851, we have run our business with independence, freedom from bias, and integrity. We endeavour to do the right thing in all that we do, adhering to the values set out in the Trust Principles, our code of conduct, and the company's policies, while we comply with the different laws and rules that apply to us in the countries where we operate. As part of this commitment, our efforts to maintain an environment at Reuters that promotes and protects these values is overseen by a global ethics and compliance steering group, chaired by the General Counsel and Company Secretary, which reports to the Audit Committee and periodically briefs senior management and the Board.

As part of this global programme, we train our employees on key ethics and compliance areas; provide an anonymous and confidential system for staff to report concerns without the threat of retaliation; investigate and take appropriate measures when compliance issues are raised; and periodically assess the efficacy of the programme as a whole. On an individual level, ethics and compliance aspects are incorporated into our performance management system as we understand that each of us at Reuters must uphold the values and principles that have served Reuters well for so long and are at the very core of what defines Reuters as a business.

Employee profile
At 31 December 2005, we had 15,300 employees (31 December 2004: 14,465) of 115 nationalities in 89 countries. 490 employees joined Reuters through acquisitions.

Remuneration
Detailed information on our remuneration policies can be found in the Remuneration report on pages 39 to 48.

06 Corporate responsibility
Corporate responsibility within Reuters is established as the way we carry out our business practices and conduct ourselves responsibly throughout our day-to-day activities, as determined by the Trust Principles.

We steer our corporate responsibility strategy through our Corporate Responsibility Advisory Board, established in 2003, which comprises customer, supplier, investor and employee representatives. The Advisory Board considers workplace, marketplace, environment and community issues of relevance to our business and our employees and it is chaired by the General Counsel and Company Secretary, who represents it on the GMC and to the Board. For 2006, we have set ourselves the objectives of developing a code for our suppliers to adhere to when working with us; rolling out a programme of mentoring of senior managers by employees on diversity issues; raising employee participation in our Community Events Week to 15% in 45 locations; and creating a system for recording Reuters impact on the environment.

Reuters is included in the Dow Jones Sustainability Index, the FTSE4Good Index, the Ethibel Sustainability Indices and the Ethibel Pioneer Investment Register.

For information about our employees, see 'People' on page 10 to 11. For information about creditor payment terms see the Directors' Report on page 31. For information about charitable donations, see the Directors' Report on page 31.

We also make extensive information available through our website www.about.reuters.com/csr.

07 Reuters in the community
We support a variety of community initiatives and charitable causes through the work of Reuters Foundation and the volunteering efforts of our employees around the world.

Reuters Foundation (www.foundation.reuters.com) continues to focus on areas where Reuters expertise in information gathering and communications can be put to use in ways which will benefit the communities in which we operate across the world.

During the year, the Foundation offered training opportunities to journalists from all over the world, providing short courses for 391 journalists from 86 countries. Amongst the courses was a workshop in New York on HIV/AIDS reporting. In February 2006, to build on our work in this area, Reuters became a member of the Global Business Coalition on HIV/AIDS, an organisation which aims to increase the range and quality of business sector AIDS programmes in the workplace and in the community.

The Reuters Institute for the Study of Journalism was launched in January 2006 (at the University of Oxford) with Reuters Foundation providing £1.75 million of funding over five years. The Institute builds on the Reuters Foundation Fellowship Programme at Green College, Oxford, and its reputation for engaging first class international journalists from across the world in serious research. It will focus on analysing the practice of journalism worldwide and examining the basis for reliable and accurate reporting in the digital age.

Back to Contents

AlertNet (www.alertnet.org), established by Reuters Foundation in 1997, enables relief agencies and the public to share information about emergencies and associated relief efforts. In addition to carrying breaking news on emergencies, the site also helps to ensure that 'forgotten emergencies', those disasters long forgotten by the mainstream media, are kept in the headlines. We have seen traffic double over the past twelve months to an average 215,000 page views per day in December, as we add new content sources and as media recognition increases. The innovative Tsunami Aidwatch (www.alertnet.org/thefacts/aidtracker), set up by AlertNet to measure how much of the money pledged after the disaster was turned into actual funding for relief and reconstruction in the area, has helped position the service as an authority on humanitarian media issues.

Reuters Digital Vision Program (RDVP) (www.rdvp.org) is a fellowship programme at Stanford University, California, which develops innovative applications of information and communication technologies to address the needs of under-served communities. Its projects focus on three areas: advancing financial services, knowledge & empowerment and networked health & welfare. In 2005, Reuters invested in the development of Project Market Light, a project initiated by a 2004–2005 RDVP fellow. Its goal is to help Indian farmers to price their produce more accurately, thereby enhancing their incomes, by delivering affordable, relevant and up-to-date commodities information to them by SMS over mobile phones.

In response to the Asian tsunami disaster, we pledged a donation of $1 million to fund relief efforts in affected countries. To date, just over $435,000 (£235,809) has been awarded in grants to Thai and Indian charities working with victims. This figure includes a donation to the Surin Islands National Park as recognition for the support and assistance offered by Surin residents to employees from Reuters Software (Thailand) Ltd (RSTL), when they were caught on the island during the tsunami. Employees at RSTL have also volunteered their time to help restore the villagers' livelihood. The remainder of the donation has been allocated to support house building programmes, with 64 Reuters volunteers travelling to Hikkaduwa in Sri Lanka to participate in rebuilding projects with Habitat for Humanity in 2005 and additional housebuilding team visits planned for 2006 and 2007.

Building on the enthusiasm shown by employees for housebuilding projects, we are looking at offering employees further opportunities to build in areas of New Orleans affected by Hurricane Katrina, and KwaZulu Natal, South Africa, as part of a programme to provide housing to families devastated by AIDS.

All employees may take one day of company time each year to engage in community activities. We focus on these activities during our annual Community Events Week programme. In 2005, 1,856 employees from 42 countries (12% of employees, 2004: 12%) participated in the scheme, undertaking a range of challenges. We encourage employees to use this opportunity to share their skills on projects ranging from hosted school visits, children's events and fundraising to conservation work. We recognise that employees benefit from practising their professional and personal skills whilst team-building with their colleagues and providing valuable support to our communities.

In addition, we operate programmes in the US and UK which match donations and fundraising efforts of our employees. Under these schemes we matched gifts of time and money amounting to £26,581 in the UK and just over $175,000 in the year. 2006 will see the launch of a similar scheme for employees across Asia.

Further information on Reuters volunteering programmes can be found at www.about.reuters.com/csr.

08 Environmental impact

The Ethical Investment Research Service classifies our business activities as having a low environmental impact and electronic publishing creates scope to reduce paper-based distribution of information. However, we recognise that our employees and facilities have an impact, both at work and at home. We therefore held our first Reuters Green Week exhibition in London in November, during which we set out to provide information to employees around the world on the subjects of Reuse, Reduce and Recycle. With a variety of online materials, web-based debates and informal presentations, we were able to increase the awareness of our employees as to how their behaviours can impact the environment. During 2006, we intend to run additional Green Week exhibitions, focusing on other major office locations around the world.

Relocation to our new corporate headquarters in London's Canary Wharf created an opportunity to introduce facilities which have a positive environmental impact. These include the use of fewer waste bins and plastic liners, movement sensitive lighting, default double-sided photocopying and piloting the use of recycled paper. Our entire UK property portfolio is now supplied with CCL-exempt green energy. Practices designed to reduce our environmental impact are also being rolled out in other centres in 2006.

We also have a role to play in the effective communication of environmental issues. Reuters has 80 journalists providing environment news and we are expanding our coverage of environmental markets such as the carbon emissions markets. Through the Reuters Foundation, in 2005 we delivered six training workshops to over 100 non-Reuters journalists in Mexico, Germany, America, Kenya and Morocco in conjunction with funding partners.

09 Government regulation

We are regulated by several bodies in the various jurisdictions in which we operate.

Under the provisions of the Financial Services and Markets Act 2000, Reuters Limited is regulated and authorised as a service company by the UK Financial Services Authority (FSA).

Reuters Transaction Services Limited (RTSL), through which we offer Dealing 3000, equities order routing and our new suite of next generation transaction products such as RTFI, is also subject to regulation by the FSA. Since 1 April 2004 RTSL has been classified by the FSA as an Alternative Trading System (ATS). In accordance with the passporting provisions of the EU Investment Services Directive, RTSL provides its services through the European Economic Area (EEA). RTSL is also subject to regulatory approval in Singapore, Hong Kong and Australia, where it is approved by the Monetary Authority of Singapore, the Hong Kong Monetary Authority and by the Australian Securities and Investments Commission, respectively. Since late 2005 RTSL has also become subject to regulatory oversight by the Hong Kong Securities and Futures Commission.

RTSL's sister company in the United States, Reuters Transaction Services LLC (RTS LLC), is responsible for an equity order routing and indications of interest network. RTS LLC is subject to regulation by the National Association of Securities Dealers, Inc. (NASD). RTS LLC has been seeking additional approvals in the US to allow for the trading of other financial instruments such as derivatives.

Back to Contents

In order to comply with anti-money laundering regulations and to reduce the opportunity for Reuters transactions products to be used as a conduit for money laundering operations, all our regulated subsidiaries have put in place appropriate 'know your customer' systems and controls.

Financial review

Non-GAAP measures

A number of measures used in the following commentary are 'non-GAAP' figures, which are business performance measures used to manage the business, which supplement the IFRS based headline numbers. These include 'underlying change', 'trading costs', 'trading profit', 'adjusted EPS', 'free cash flow' and 'net debt/net funds'. Brief descriptions of these terms are provided below. A more detailed discussion of these non-GAAP measures, including the rationale for using them and reconciliations to the most directly comparable IFRS indicator, is provided in sections 19 and 20 on pages 25 to 30.

Underlying change is calculated by excluding the impact of currency fluctuations and the results of acquisitions and disposals.

Trading costs are calculated by excluding the following from operating costs from continuing operations: restructuring charges associated with Fast Forward and acquisitions, impairments and amortisation of intangibles acquired via business combinations, and fair value movements included in operating costs; and adding back foreign currency gains and other income (both of which are included in other operating income).

Trading profit is calculated by excluding the following from operating profit from continuing operations: restructuring charges associated with Fast Forward and acquisitions, impairments and amortisation of intangibles acquired via business combinations, investment income, profits from disposals of subsidiaries and fair value movements.

Adjusted EPS is calculated as basic EPS from continuing operations before impairments and amortisation of intangibles acquired via business combinations, investment income, fair value movements, disposal profits/losses and related tax effects.

Free cash flow measures cash flows from continuing operations, other than those which are both discretionary in nature and unrelated to ongoing recurring operating activities such as the purchase of shares by the Employee Share Ownership Trusts (ESOTs), loans with associates and joint ventures and dividends paid out by Reuters.

Net debt/net funds represents cash, cash equivalents and short-term investments, net of bank overdrafts and other borrowings.

10 Group performance

Summary profit results
Year to 31 December

	2005 £m	2004 £m	Actual change
Continuing operations			
Revenue	**2,409**	2,339	3%
Operating costs	**(2,251)**	(2,187)	3%
Other operating income	**49**	42	16%
Operating profit	**207**	194	7%
Net finance costs	**(12)**	(12)	
Profit on disposal of associates and available-for-sale financial assets	**38**	203	
Share of post-taxation profit from associates and joint ventures	**5**	11	
Profit before taxation	**238**	396	(40%)
Taxation	**(9)**	(40)	
Profit for the year from continuing operations	**229**	356	(36%)
Discontinued operations			
Profit for the year from discontinued operations	**253**	19	
Profit for the year	**482**	375	28%
Basic EPS	**32.6p**	26.0p	25%
Adjusted EPS	**13.8p**	11.8p	17%

Revenue, costs and profit
Year to 31 December

	2005 £m	2004 £m	Actual change	Underlying change
Recurring	**2,242**	2,164	4%	1%
Usage	**97**	86	13%	12%
Outright	**70**	89	(22%)	(23%)
Total revenue	**2,409**	2,339	3%	0%
Operating costs	**(2,251)**	(2,187)	3%	0%
Operating profit	**207**	194	–	–
Operating margin	**9%**	8%	–	–
Trading costs	**(2,075)**	(2,013)	3%	0%
Trading profit	**334**	326	–	–
Trading margin	**14%**	14%	–	–

Revenue

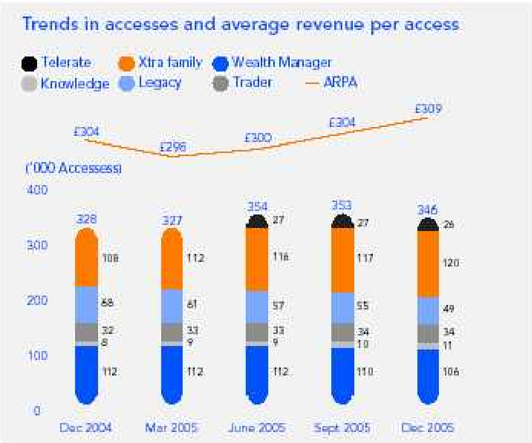
Reuters full year revenue grew 3% to £2,409 million (2004: £2,339 million). This was our first full year of revenue growth since 2001. On an underlying basis, adjusting for exchange rate movements and the impact of acquisitions and disposals, revenue was approximately the same as in 2004. Acquisitions, particularly of Telerate, accounted for most of the difference between actual and underlying increases, with the remainder due to currency movements. In the newly integrated Telerate business, sales focus on revenue retention post-acquisition drove better than expected revenue performance.

Recurring revenue, which represented 93% of our revenue in 2005, was £2,242 million (2004: £2,164 million). This represented an increase of 4% on an actual basis (1% underlying) compared to 2004, and was the first time underlying recurring revenue had grown since 2001.

Usage revenues, 4% of our revenue in 2005, grew by 13% to £97 million (2004: £86 million). This was driven by strong performance from Reuters transaction services as well as higher advertising revenue from reuters.com.

Outright revenue, 3% of our revenue in 2005, totalled £70 million (2004: £89 million), a decline of 22% compared to 2004. This decline was mainly due to our continued withdrawal from technology consulting as part of the Fast Forward programme, a process which is nearing completion.

Desktop accesses totalled 346,000 at the end of 2005, up 18,000 from the end of 2004. This increase was driven by our acquisition of Telerate. Average revenue per access (ARPA) for the fourth quarter of 2005 was up 2% to £309 compared to the same period in 2004, driven by price increases and a shift in the product mix to higher value accesses.



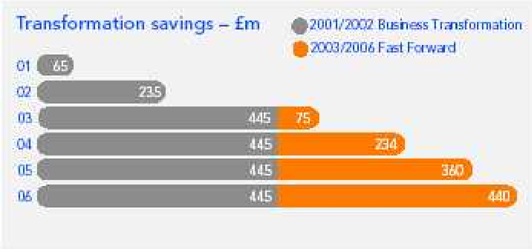
Operating costs and trading costs

Total operating costs were £2,251 million, an increase of 3% from 2004. The drivers of the increase are largely explained in the context of the movement in trading costs (as defined above). Additionally, Fast Forward restructuring costs of £94 million were £26 million lower than the previous year, bringing to an end this important transformation programme. We also incurred £18 million of acquisition related integration costs, principally relating to Telerate.

Trading costs totalled £2,075 million in 2005 (2004: £2,013 million), up 3% on an actual basis (flat on an underlying basis), demonstrating our continued cost discipline. The differences between the underlying and actual increases are mostly related to acquisitions, principally Telerate, with the remainder due to currency movements.

A change to the accounting treatment of the RPF, which is now recognised as a defined benefit plan rather than a defined contribution plan, resulted in an additional 2005 charge of £7 million. At the 2005 year end, a deficit of £223 million in the RPF was recorded on Reuters balance sheet. Further details on pension charges can be found in note 25 in the financial statements on page 84.

We invested £41 million in the second half of 2005 in Core Plus transformation projects and growth initiatives. These included investment in new electronic trading products and rationalising data centres and product development units.



The Fast Forward business transformation programme is now complete and we remain on track to achieve annualised cost savings of £440 million from the programme by the end of 2006, contributing to a total reduction from all transformation programmes of £900 million since 2001. In 2005, we delivered a further £126 million of annualised savings taking the total to £360 million under Fast Forward. These resulted largely from outsourcing our communications network to BT/Radianz in April 2005 (for more information on BT/Radianz, please refer to page 16), from further headcount reductions and from expanding our content and development facilities in Bangalore and Bangkok.

Operating profit and trading profit

Our operating profit totalled £207 million in 2005 (2004: £194 million) reflecting improved trading performance.

Trading profit was £334 million in 2005 (2004: £326 million). Trading margin was 14% (2004: 14%), after expenditure on investments in the Core Plus programme. The net effect of currency movements on trading profit was neutral with the small positive effect on revenue offset by a small negative effect in the cost base (please refer to 'foreign exchange' on page 22).

Profit for the year from continuing operations

Profit for the year from continuing operations was £229 million (2004: £356 million). The year-on-year decline was almost entirely driven by a reduction in profits from asset disposals. In 2004, continuing operations contained the profits from the sale of a 39% stake in TSI and our holding in GL TRADE, whereas the £38 million of disposal profits in 2005 came largely from further sales of our smaller remaining stake in TSI.

Net finance costs of £12 million were comparable to 2004, due to a broadly similar net debt position throughout the year, prior to completion of the Instinet Group disposal. Income from our associates and joint ventures in 2005 generated a net profit of £5 million, compared to £11 million in 2004. TSI and GL TRADE account for £5 million of this reduction as they contributed a net profit in 2004, prior to disposal.

The tax charge for the year was £9 million, compared to £40 million in 2004. The reduction was mainly due to the benefit of settling prior year taxation matters. A reconciliation of the actual taxation charge to the taxation charge expected by applying the standard 30% UK rate of corporation tax to the reported profits is provided in note 6 of the financial statements on pages 61 to 62.

Profit for the year from discontinued operations

Profit from discontinued operations was £253 million (2004: £19 million). This was largely made up of the post-taxation profit of £191 million on the disposal of Instinet Group and £68 million profit after taxation from Instinet Group's business operations prior to its sale in December 2005. This was partly offset by losses on sale of Radianz Limited (Radianz) to BT Group PLC (BT), and on the partial disposal of the Group's interest in the Bridge Trading Company (BTC) to Instinet Group.

Back to Contents

Earnings per share

Profit for the year was £482 million (2004: £375 million), resulting in basic EPS of 32.6p, up 6.6p from the previous year. Adjusted EPS was 13.8p in 2005, up 2p from the previous year, reflecting a stronger trading profit and a reduction in the number of shares in circulation due to the share buyback programme.

Summarised cash flow and Reuters free cash flow

Reconciliation of net cash flow from continuing operating activities to free cash flow

Year to 31 December

	2005 £m	2004 £m
Cash flow from continuing operations	**268**	307
Net interest paid	**(7)**	(19)
Tax paid	**(11)**	(34)
Capital expenditure	**(178)**	(117)
Proceeds from sale of property, plant and equipment	**3**	49
Dividends received	**5**	4
Interim funding repayment from Telerate	**(18)**	18
Repayment of funds to BTC	**26**	–
Free cash flow	**88**	208

Note: Refer to section 20 on page 30 for reconciliation to Group cash flows.

Summarised Group cash flow

Year to 31 December

	2005 £m	2004 £m
Net cash inflow from operating activities	**253**	226
Acquisitions and disposals	**206**	384
Purchases of property, plant and equipment, and intangibles	**(185)**	(136)
Proceeds from sale of property, plant and equipment	**3**	66
Dividends received	**5**	5
Proceeds from issue of shares	**10**	6
Share buyback	**(223)**	–
Equity dividends paid to shareholders	**(140)**	(140)
Equity dividends paid to minority interests	**(23)**	–
Other movements	**21**	(8)
Movement in net (debt)/funds	**(73)**	403
Opening net funds/(debt)	**326**	(77)
Closing net funds	**253**	326

Note: Refer to section 20 on page 30 for reconciliation to statutory cash flow.

Cash generated from continuing operations was £268 million. Free cash flow was £88 million in 2005 (2004: £208 million). The year-on-year decline was driven by increases both in capital investment and restructuring charges. Higher capital investment resulted from our move to our new London headquarters at Canary Wharf, stepped-up investment in data centres and the capitalisation of product development and software costs. 2005 cash restructuring costs were £147 million (2004: £100 million), of which £132 million represented the peak year for Fast Forward cash charges and the remainder related mainly to the integration of Telerate. Cash flow in 2004 also benefited from £49 million of proceeds from the sale of property, plant and equipment disposals which did not recur in 2005.

Net funds were £253 million (2004: £326 million). The 2004 amount included £507 million of net funds at Instinet Group, reduced by £181 million of net debt in Reuters. Excluding Instinet Group, the year-on-year improvement in net debt to net funds is largely due to cash flow from operations of £268 million and net cash proceeds from disposals/acquisitions (largely Instinet Group) of £710 million. These inflows were partly offset by net purchases of assets of £182 million, dividend payments to Reuters shareholders of £140 million, and payments made as part of the share buyback programme of £223 million.

Dividends

Dividends paid in 2005 totalled £140 million. The final dividend proposed for 2005 is 6.15p per share, in line with the prior year.

Balance sheet

The net assets of the Group, at £570 million, are unchanged from 2004.

Summarised Group balance sheet

Year to 31 December

	2005 £m	2004 £m
Non-current assets	**1,179**	1,025
Current assets	**957**	1,410
Non-current assets classified as held for sale	**1**	145
Total assets	**2,137**	2,580
Current liabilities	**(738)**	(1,249)
Non-current liabilities	**(829)**	(714)
Liabilities associated with assets classified as held for sale	**–**	(47)
Total liabilities	**(1,567)**	(2,010)
Net assets	**570**	570
Shareholders' equity	**570**	371
Minority interest	**–**	199
Total equity	**570**	570

The main movements in the Group balance sheet are:

- The disposal of Instinet Group – reducing both total assets and liabilities upon sale and reducing the minority interest in Instinet Group to zero.
- An increase in non-current liabilities, principally reflecting an increase in net pension obligations from £256 million to £310 million, largely as a result of changes to key assumptions underpinning the net liability valuation (both the rate of return and discount rate have decreased which results in a larger present value liability).

Our largest acquisition during the year was that of Telerate for £122 million, which completed in June 2005. Other smaller acquisitions included Action Images (September 2005) and EcoWin (November 2005).

Disposal activity for the year included our 62% stake in Instinet Group to NASDAQ for gross proceeds of £612 million (we realised a gain on sale of £191 million), along with the dividend received from Instinet Group in July 2005 of £37 million following the sale of its Lynch, Jones & Ryan (LJR) to the Bank of New York for £96 million. The net proceeds from these transactions (including our March 2005 sale of BTC to Instinet Group) totalled approximately £630 million.

Other disposals included our sale of 16 million shares in TSI for £63 million, realising a profit of £33 million, and the sale of Radianz to BT in April 2005 for £115 million cash, resulting in a loss of £4 million.

2006 Outlook

In 2006, we expect to accelerate revenue growth through our Core Plus investment programme against a backdrop of favourable market conditions. We are targeting total revenue growth of around 5%. This includes 2005 acquisitions and a percentage point of growth from Core Plus and excludes currency effects.

Within operating profit and trading profit, we expect 2006 to benefit from the final £80 million of Fast Forward savings, taking the total to £440 million of annualised savings which we committed to in February 2003. In line with our guidance in July 2005, operating profit and trading profit in 2006 are expected to reduce by £120 million due to investments to drive Core Plus growth and transformation.

In cash flow, we expect to spend £220 million on capital investment in 2006, up from £178 million in 2005, as we continue to invest in new data centres and step up the level of product development under Core Plus, as well as continuing enhancements to our core services and infrastructure. As part of the £220 million, we expect to capitalise around £80 million of software and development expenditure. This increase will be more than offset by an expected £90 million fall in restructuring spend relating to Fast Forward and Telerate integration.

11 Divisional performance

Overview

We operate through four business divisions, which are responsible for defining, building and managing products. They are closely aligned with the user communities they serve.

The business divisions have profit and loss responsibility. Revenues and trading profit for the two years to 31 December 2005 are analysed by business division in the following sections.

We have equipped our managers to take on greater accountability for divisional performance by introducing Profitability Insight, an activity-based costing (ABC) tool which enables us to allocate and monitor costs by business division, by product, by region and by major customer (see Critical Accounting Policies on page 22). Further information on revenue by division and by geography is included in note 1 of the financial statements on pages 58 to 59.

The software development teams who build and support our products and delivery platforms were integrated into the business divisions in 2005. They work closely with the product management teams and market experts responsible for identifying opportunities and defining product strategy. Shared infrastructure design is provided by an infrastructure team tasked with providing technical coherence, scale efficiencies and compliance with standards.

We face competition in all the market sectors and geographical areas in which we operate. We monitor the competitive landscape actively in order to be able to respond to market developments.

Global Sales and Service Operations (GSSO)

The business divisions serve customers through our GSSO which is split into geographic regions: the Americas, Asia, and Europe, Middle East and Africa. In addition, we run our Focus Group Accounts team as a global sales and support channel for our largest customers.

Locally, members of our sales and service teams work with customers to build relationships and to identify the correct Reuters products to meet customer needs and to feed back customer needs to the business divisions. Through regular training visits, our customer training specialists work with end-users to ensure they get full value from our products. In addition we provide product, content and technical support by telephone and email from three regional hubs, one based in each principal time zone. We also offer proactive telephone support and remote learning to help users of our premium products get the most out of their service. To increase awareness of the latest developments in our product range, we have a ‘brightspot’ travelling showcase for Reuters products, visited by over 7,000 customers in 35 cities around the world in 2005.

Content

The Content group brings together all of Reuters news and data. Within the Content group, the role of editorial is to cover and edit the news to the highest standards of accuracy, insight and timeliness. Our 2,300 journalists and photographers in 189 bureaux file more than two-and-a-half million news items a year to customers in the form of text, pictures, TV, video and graphics and we publish news in 19 languages.

Our Data group is responsible for collecting, producing, packaging and delivering an extensive range of financial information from an array of sources such as exchanges, over-the-counter markets, research services and other contributors such as energy and fixed income data providers, as well as from our own news, research and data operations. Our coverage includes data from over 300 exchanges, more than 1.2 million bonds, 250,000 foreign exchange and money market instruments and award-winning commodities and energy content. This is further complemented by data from around 4,000 financial services contributors. In addition, our fundamentals and estimates data is recognised as a leading source of high quality financial information covering over 43,000 companies worldwide. Our acquisition of Telerate brought us additional key content for the fixed income, money, foreign exchange and over-the-counter derivatives markets.

We have content operations in the UK and the US and in 2004 we opened a content operation in Bangalore, India. This now has almost 1,200 employees, most in highly skilled jobs, and continues to grow, enabling us to expand our content coverage to meet growing customer needs as well as achieving operating efficiencies.

Communications networks

Our high-tier financial and media products are mainly delivered to customers over secure high-speed communications networks, with internet delivery options for lower tier products and for consumer services. During 2005, we sold our network services/financial extranet subsidiary Radianz, a former joint venture with Equant NV, to BT. At the same time we entered into an eight and a half year outsourcing deal with BT, as a result of which BT will provide the majority of our networks. This outsourcing deal will result in the migration of all products to IP-based services. It will enable us to deliver greater resilience, capability and flexibility through the use of industry standards.

We have major technical centres in the Asian, European and American time zones, supported by many smaller local data centres. The data centres are linked by communications services provided principally by BT/Radianz (see above) and SAVVIS, Inc. (Savvis).

The services agreements with BT/Radianz and with Savvis are important to our ability to deliver products and services to customers. Summaries of these network services agreements and the Radianz purchase and sale agreements are given on pages 123 and 125.

Our products

Products are grouped into ‘families’, each of which is managed primarily by one of the business divisions.

11.1 Sales & Trading division

Overview

The Sales & Trading division focuses on salespeople and traders who deal in the FX, fixed income, equities, commodities and energy and related markets.

The Sales & Trading division is responsible for the Reuters Xtra and Reuters Trader families of products:

Reuters Xtra family is targeted at the most sophisticated end-users within the sales, trading and portfolio management functions. It includes cross-asset class, cross-geography information, advanced integrated analytics and electronic trading capabilities. We have now installed more than 100,000 accesses of our Reuters 3000 Xtra product.

Our customers have access to a trading community of around 18,000 foreign exchange and money market traders globally. They can also use Reuters large equities order routing network to gain electronic access to over 200 brokers and exchanges, including their proprietary trading algorithms.

Reuters Trader family is targeted at salespeople and traders who do not need the sophistication and full integration capability offered by the Reuters Xtra family of products, including those who focus on domestic and regional financial instruments. We are working to complete the migration of our customers from older products such as the 2000 and 3000 series to new Reuters Trader products, many of which are browser-based.

Reuters Enterprise Connectivity family offers electronic trading and order routing tools to enable customers to connect their systems to electronic markets. It also includes Reuters Messaging to enable end-users to interact with their peers in the financial community.

Our Sales & Trading information products compete with Bloomberg, Thomson Financial (a division of The Thomson Corporation), Sungard, Telekurs, IDC, and Factset, as well as stock exchanges, plus a number of smaller local and regional competitors which offer information products for the financial markets.

In the electronic trading business we compete with, among others, stock exchanges, particularly in the energy and commodity markets; direct market access providers such as Lava, Liquidnet and Sonic, now owned by banks; order management system providers, which are increasingly adding information and trading capabilities; single bank portals and multi bank portals such as FX All; and other electronic execution venues such as Market Axess, Thomson TradeWeb, EBS, Bloomberg and ICAP.

Financial performance

Sales & Trading division summary operating and trading results
Year to 31 December

	2005 £m	2004 £m
Revenue	**1,595**	1,542
Operating costs	**(1,475)**	(1,385)
Operating profit	**157**	175
Operating margin	**10%**	11%
Trading costs	**(1,354)**	(1,289)
Trading profit	**241**	253
Trading margin	**15%**	16%

Reconciliations between the GAAP and non-GAAP measures are provided in section 20 on page 27.

Revenue from Sales & Trading, 66% of our total revenue for the year, was £1,595 million (2004: £1,542 million), up 3% on an actual basis and down 1% on an underlying basis. The incorporation of Telerate revenue accounts for most of the difference between the underlying and actual results.

Reuters Xtra family revenue in Sales & Trading grew by 11% compared to 2004. Reuters 3000 Xtra revenue growth of 18% in 2005 came from a mixture of new business, including the displacement of competing desktops at some of our largest customers, and the migration of customers from legacy products.

Trading capabilities played an important part in the performance of the Reuters Xtra family in 2005. In particular, usage revenue from FX trading over Reuters Dealing was up 10%. As trading between banks and their customers continued to move from phone to screen, Reuters Electronic Trading added 30 new customers in 2005 and saw volumes increase six fold. Our newest transactions products, RTFI and RTFX, continued to build momentum with significant increases in active traders and trading volumes. Reuters Messaging is proving increasingly popular in the credit and fixed income communities, and now has around 60,000 regular users.

In the Reuters Trader family, reductions in legacy positions continue to be the main drag on recurring revenue, although cancellations were mostly of lower value accesses. Migration to Reuters 3000 Xtra and continued growth in new Reuters Trader positions (over 8,200 now installed) ensured that overall revenue retention within Reuters remained high.

Operating costs totalled £1,475 million, up 6%. Within this trading costs totalled £1,354 million, up 5% on an actual basis but flat on an underlying basis compared to 2004, with the incorporation of Telerate costs accounting for the majority of the difference. Fast Forward savings from reduced communications costs under the BT/Radianz agreement were offset by investment in our Core Plus initiatives, notably electronic trading and development and data centre restructuring, as well as service resilience.

Looking forward to 2006, the major revenue drivers in Sales & Trading are expected to be new trading services; continued growth from Reuters 3000 Xtra; Telerate revenue retention; and the deployment of Reuters Trader to reduce attrition and attract new customers. There will be three sources of revenue from electronic trading: transactions-based revenues; recurring revenue from new desktop sales; and per message fees from trades processed through the Reuters Trade Notification Service. Increased Core Plus investment in electronic trading and development transformation will affect Sales & Trading profitability.

11.2 Research & Asset Management division

Overview

The Research & Asset Management division focuses on supporting portfolio managers, wealth managers, brokers, investment bankers and research analysts who make complex financial decisions outside the core sales and trading environment.

Research & Asset Management division is responsible for the Reuters Knowledge and Reuters Wealth Manager product families:

Reuters Knowledge family is targeted at the research and advisory business, including investment bankers and analysts, portfolio managers, and others focused on company and industry-specific research. Reuters Knowledge offers an integrated package of public and proprietary fundamental information about companies, plus economic data, as well as markets information, news and other content. It can be integrated with Reuters flagship real time information desktop product, Reuters 3000 Xtra.

Reuters Wealth Manager family is targeted at wealth managers and retail brokers who require products that can be integrated closely into their workflow, helping users manage their clients' portfolios better and allowing more time to concentrate on building deeper client relationships. The Reuters Wealth Manager family includes information on a wide range of managed funds provided by our Lipper subsidiary.

Research & Asset Management division also receives a share of revenue from Reuters 3000 Xtra and the Reuters 2000/3000 range of products.

Back to Contents

In the Research & Asset Management arena, we compete with Thomson Financial, Factset and Standard and Poor's, as well as smaller niche players. Our Lipper funds information business competes with Morningstar and the Micropal unit of Standard & Poor's and a number of local domestic players.

Financial performance

Research & Asset Management division summary operating and trading results
Year to 31 December

	2005 £m	2004 £m
Revenue	**268**	262
Operating costs	**(305)**	(295)
Operating profit	**(37)**	(16)
Operating margin	**(14%)**	(6%)
Trading costs	**(288)**	(269)
Trading profit	**(20)**	(7)
Trading margin	**(7%)**	(3%)

Reconciliations between the GAAP and non-GAAP measures are provided in section 20 on page 27.

Revenue from the Research & Asset Management division, 11% of our total revenue for the year, was £268 million, up 2%.

Revenue from the Reuters Xtra and Reuters Trader families included in the Research & Asset Management division grew 5% to £76 million. Our success in making Reuters Knowledge available through Reuters 3000 Xtra and Reuters Trader was the key driver of this growth.

In the Reuters Knowledge family, revenue of £57 million was down 12% at actual rates but up 9% on an underlying basis, excluding disposals. Underlying growth was driven by new sales of Reuters Knowledge and feeds of fundamentals and estimates data. Reuters Knowledge accesses grew by 3,000 over the course of 2005 to 11,000.

In the Reuters Wealth Manager family, revenue of £135 million was up 8% at actual rates and 1% on an underlying basis. Growth in areas such as Lipper, our fund information subsidiary, and Reuters Plus, our US retail equities product, was partly offset by a revenue decline from products such as Reuters Markets Monitor where we decided to withdraw from unprofitable business.

Operating costs totalled £305 million, up 3%. Within this trading costs totalled £288 million, a 7% increase compared to 2004. This increase resulted from investment in Core Plus, particularly development transformation; investment to enhance the performance of Reuters Wealth Manager; and targeted sales campaigns to drive the growth of Reuters Knowledge and Wealth Management products. This investment was partially offset by Fast Forward savings generated by the move of certain content activities to Bangalore.

Looking forward to 2006, revenue growth in Research & Asset Management is expected to be driven by three factors: sales of Reuters Knowledge, both stand-alone and embedded in Reuters 3000 Xtra; improved Lipper content; and demand for new high value content such as the new MasterCard data and EcoWin macro-economic data. This will be more than offset by investment in high value content and product functionality as part of Core Plus.

11.3 Enterprise division

Overview

The Enterprise division provides solutions to the institution (as opposed to the individual user), including datafeeds (high-speed feeds of trading data in machine-readable formats), trading room systems and risk management systems.

The Enterprise division delivers data in a range of formats for use throughout our clients' organisations.

Reuters Information Management family provides the enterprise with a range of applications, tools and infrastructure components to manage financial content in real time across the customer trading environment with a high degree of scalability and resilience. Our flagship product in this product family is Reuters Market Data System (RMDS).

Reuters Enterprise Information family includes real time datafeeds, which companies use to power systems such as algorithmic trading and portfolio management, and reference data often used for compliance and portfolio pricing purposes, including end-of-day and intra-day instrument prices, corporate actions, price histories and terms and conditions.

Reuters Trade and Risk Management family consists of products to help manage trading positions and credit extension, make trading decisions, keep track of P&Ls and control risk.

Several stock exchanges compete with our real time datafeed business by providing low-latency real time feeds of their data direct to banks and financial institutions. In addition, feedhandlers and application-programmable interface developers such as Wombat, Infodyne and Hyperfeed compete with Reuters in the market data delivery arena. Our end of day enterprise information offerings compete primarily with Bloomberg, Telekurs, and IDC. Competitors in the supply of risk products and market data systems or related components include Algorithmics, Murex, Summit Systems, Sungard Data Systems, Misys, IBM, TSI, GL TRADE and a large number of smaller firms.

Financial performance

Enterprise division summary operating and trading results
Year to 31 December

	2005 £m	2004 £m
Revenue	**393**	391
Operating costs	**(325)**	(365)
Operating profit	**76**	31
Operating margin	**20%**	8%
Trading costs	**(298)**	(328)
Trading profit	**95**	63
Trading margin	**24%**	16%

Reconciliations between the GAAP and non-GAAP measures are provided in section 20 on page 27.

Revenue from the Enterprise division, 16% of our total revenue, was £393 million, up 1% for the year. This was driven by strong growth in Reuters Enterprise Information, partly offset by declines in outright revenue from Reuters Information Management.

Reuters Enterprise Information, which accounts for 52% of the Enterprise division's revenue, saw revenue rise by 11% to £203 million. Real time datafeed revenue grew 4% and Reuters DataScope revenue grew 36%, driven by increased demand for machine-readable real time and historical data to power an increasingly wide range of customer applications. Looking ahead to 2006, we expect increased customer demand for machine-readable content in standardised formats.

Revenue in Reuters Information Management, 28% of divisional revenue, was down 14% to £108 million. Growth in recurring revenue from RMDS, primarily maintenance, was more than offset by a fall in outright revenue. This fall was driven by our continued withdrawal from technology consulting as part of the Fast Forward programme, the impact of moving to desktop-based solutions at smaller sites and the fact that the majority of customers have already migrated from legacy platforms onto RMDS. With the RMDS upgrade programme drawing to a successful close and a standard platform now largely in place, the focus in 2006 will shift to marketing new products such as

Back to Contents

Reuters Wireless Delivery Service (to support trader mobility) and Reuters Tick Capture Engine (which collects trading history to support increasing regulatory requirements and complex trading analytics). We will also expand our third party developers programme to encourage development of applications on RMDS.

Reuters Trade and Risk Management, 20% of divisional revenue, saw revenues rise by 1% to £82 million, helped by price increases during the year and steady growth in Asia, including significant new sales with leading banks in China. Total outright revenue in 2005 of £36 million represented a 4% decrease over 2004, partly driven by the longer sales-to-revenue cycle associated with larger client deals. After a strong fourth quarter in 2005, prospects for 2006 in Trade and Risk Management are encouraging.

Operating costs totalled £325 million, down 11%. Within this, trading costs totalled £298 million, a drop of 9% compared to 2004. Fast Forward savings from scaling back dedicated technology consulting groups, following the decision to exit this business, were partially offset by investment in Core Plus growth initiatives including the 10 year Reuters Tick History database.

During 2006, we will continue to market the New Enterprise Approach launched as part of Core Plus. It groups Enterprise products together to create workflow solutions for customers, and will focus initially on portfolio valuation and algorithmic trading.

11.4 Media division

Overview

The Media division focuses on creating and delivering news to the world's newspapers, television and cable networks, radio stations and websites. It is also developing direct-to-consumer services, principally through the reuters.com family of websites.

Reuters Text and Visuals products provide newspapers and magazines, news and information websites and TV channels with comprehensive, accurate and immediate text and broadcast news, video and photographic coverage. In 2005, we acquired Action Images, a specialist sports photography agency, to enable us to expand our global pictures business.

Reuters Consumer products target business professionals and individual investors with fast, accurate news and financial data, enabling them to stay informed about world events, manage their financial portfolios and perform better professionally.

Factiva, our 50% owned joint venture with Dow Jones, provides a broad range of global news and a deep historical archive of business information which client organisations can integrate into their business applications and intranet portals. Around 70% of Factiva's revenue is derived from sources outside the financial services sector.

Our main competitors in the supply of news to the media are Associated Press, Agence France Presse, Dow Jones and Bloomberg News. In the direct-to-consumer market, Reuters competes with a variety of local and global providers including the BBC's websites and Yahoo! Finance.

Financial performance

Media division summary operating and trading results
Year to 31 December

	2005 £m	2004 £m
Revenue	**153**	144
Operating costs	**(146)**	(142)
Operating profit	**11**	4
Operating margin	**7%**	3%
Trading costs	**(135)**	(127)
Trading profit	**18**	17
Trading margin	**12%**	12%

Reconciliations between the GAAP and non-GAAP measures are provided in section 20 on page 27.

Revenue from the Media division, 7% of our total revenue, totalled £153 million, up 7% year-on-year.

Agency revenues grew 6% to £133 million, driven by a good performance from TV, including the successful launch of a Middle East service, continued strength in our Pictures business and new contractual arrangements with Factiva.

Consumer services revenues grew 12% to £20 million, reflecting a successful move away from syndication of news to other websites and towards promotion of direct to consumer platforms, such as reuters.com. Advertising revenues from online and signage platforms continued to grow rapidly, attracting high quality brands as diverse as Diet Coke, GE and Fidelity.

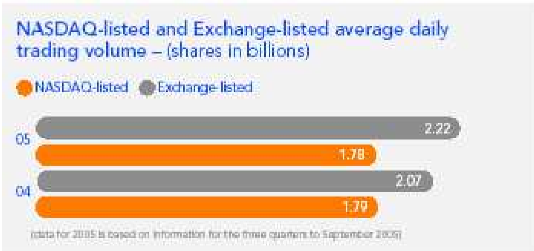
In January 2006 our 24 hour TV news channel for India in collaboration with The Times of India, TIMES NOW, went live. It represents an attractive investment in its own right and a strong branding opportunity from which to launch services to India's growing urban, affluent audience.

Operating costs totalled £146 million, up 3%. Within this trading costs totalled £135 million, a 7% increase compared to 2004. Key cost drivers included expansion of news coverage to new regions and Core Plus investment in consumer services. These were partially offset by a reduction in data content costs with the move of activities to Bangalore as part of Fast Forward.

In 2006, the Media division is looking forward to continued strong revenue performance. We expect opportunities to grow our video news products and expand our Pictures business on the back of our recent acquisition of Action Images sports photography. The consumer services business expects strong growth in online advertising from its US, UK and Japanese markets. Profitability will be influenced by higher levels of investment in consumer editorial and marketing teams, and in developing online, mobile and ipTV distribution capabilities.

11.5 Instinet Group

Instinet Group review



Back to Contents

A key driver of Instinet Group's business was average daily trading volume in the US securities markets, which increased in 2005 over 2004 levels.

A significant portion of securities traded in Instinet Group's business were NASDAQ-listed securities. Average daily trading volume in NASDAQ-listed stocks, which decreased slightly by 0.8% for the three quarters to September 2005 compared to the full year 2004. Average daily trading volume in US exchange-listed stocks has increased over the same time period by 7.1%, continuing the trend of the past five years.

Overall market share for INET, the electronic marketplace, had increased slightly to 13.5% of total US market share volume by September 2005 from 13.4% in 2004. Overall market share for Instinet, the institutional broker, decreased to 2.6% of total US equity trading volume to 30 September 2005 compared to 2.7% in 2004.

The volatility in market share reflected the intense competitive environment within the brokerage business, which has resulted in price reductions since 2001. In September 2001, INET reduced average prices by 11% with a new pricing schedule for US broker-dealer customers. In March 2002, INET began offering broker-dealer rebates. In October 2003, it reduced pricing for routing orders in Nasdaq-listed stocks to other trading venues through its automated smart order-routing system by 37% and introduced tiered pricing, offering lower prices to customers based on volume levels. In October 2004, INET introduced a new pricing schedule for transactions in US exchange-listed stocks. In January 2005, INET announced that it would share up to 50% of its market data revenue for certain American Stock Exchange transactions.

Instinet also operated in a highly competitive environment. Traditional brokerages were also severely impacted by tighter spreads, smaller commissions, the decrease of NASDAQ market making and diminished investment banking fee revenues, which compelled them to spend more time looking for additional profit-generating opportunities. This led traditional brokerage firms to increase their focus on offering algorithmic trading, program trading and direct market access to institutional customers and resulting in their directly competing with Instinet in price and technology to provide these services to customers. As a result, customers had become more demanding and cost conscious. Instinet pricing for US equities, measured in cents per share, declined 21.0% to 30 September in 2005, and 2.6% in 2004, and pricing for non-US equities, measured as a percentage of the total consideration of the trade, declined 12.5% to 30 September 2005 and 5.4% in 2004.

Supporting financial information

12 Management of risks

The Board has adopted a process for identifying, evaluating and managing significant risks faced by the Group. It has reviewed its effectiveness and, in doing so, has taken note of the Guidance on Internal Control (the Turnbull Guidance) contained in the Combined Code as updated by the version published by the Financial Reporting Council on 13 October 2005. The control system includes:

- objective setting, risk assessment and monitoring of performance at both strategic and business unit levels though a process known within the Group as 'mission analysis';
- the use of 'balanced scorecards' to track performance against targets relating to the financial, business, people and customer aspects of the Group's business;
- written policies and control procedures;
- monthly reporting to the Board and senior management which, amongst other things, tracks performance against the annual budget;
- systems to communicate rapidly to appropriate managers incidents requiring immediate attention; and
- regular review meetings by the CEO and CFO with each GMC member which cover the performance, risks and controls for which the GMC member is responsible.

Two committees (the Audit Committee and the Disclosure Committee) are involved in the risk management process, together with a programme of internal audits. Internal auditors independently review the controls in place to manage significant risks and report to the Audit Committee twice a year. The Audit Committee reviews the assurance procedures annually, including compliance controls, and reports its findings to the Board.

The process and the component parts of the risk management framework are more fully described in 'Risk Management, Internal Controls and Disclosure Controls and Procedures' on page 37.

Further information on financial risks is contained in the financial statements within note 17 on page 73 to 81.

13 Pending transactions

There are no material pending transactions.

14 Treasury policies

Reuters treasury function is a cost rather than profit centre. All treasury activity takes place within a formal control framework under policies approved by the Board. As such, all transactions which are undertaken are designed to mitigate risk within the business or to secure committed funding. At no time are speculative transactions or transactions without an underlying commercial rationale undertaken.

The key objectives of the treasury function are to ensure sufficient liquidity exists to meet funding needs and to manage the interest rate and currency risks arising from the Group's operations and its sources of finance.

Financing

We finance our operations by a mixture of cash flows from operations, short-term borrowings from banks and commercial paper markets, backed up as required by committed bank facilities and finance from capital markets. We manage our net fund position and interest costs to support our continued access to the full range of debt capital

Back to Contents

markets. We expect to be able to finance our current business plans from ongoing operations and our external facilities.

Net cash flows are applied to reduce debt, placed in short-term investments with financial institutions holding strong credit ratings or used to repurchase the company's own shares as part of an announced programme to enhance shareholder returns. The latter is subject to our intention to maintain an investment grade credit rating in the longer term. During 2005, £223 million was applied to market purchases of the company's own shares (for information about the company's share repurchases, see page 31). As at 31 December 2005, the Group held net funds of £253 million.

Reuters is rated by the three principal rating agencies. As at 31 December 2005, our long- and short-term ratings were Fitch A/F1, Moody's A3/P-2 and Standard and Poor's A-/A-2.

We borrow in various currencies, at both fixed and floating rates, and use derivative contracts to create the desired currency and interest rate basis. The conversion of net investments in foreign operations into the Group's reporting currency of sterling creates translation exposure. To mitigate this effect, to the extent that the Group has core debt it will be held in currencies approximately proportionate to the currency profile of the Group's net assets.

In broad terms, using the average net funds position, a 1% increase in global interest rates would have reduced profit before tax in the year by approximately £2 million (2004: £2 million) before the impact of hedging.

Syndicated credit facility

In April 2003, we entered into a committed syndicated credit facility for £1 billion. Subsequently £520 million of the facility has expired or been voluntarily cancelled. At 31 December 2005, we had available £480 million under the facility. The facility was undrawn during 2005. The commitment expires, and any final repayment is due, in April 2008.

The facility is on customary terms and conditions. Drawings under the facility may be made in sterling, euros or other currencies agreed at the time and bear interest at LIBOR plus a margin, variable according to the long-term credit rating of the company. The facility cross-defaults upon default by Reuters in payment or acceleration of any other borrowings in excess of £20 million. The facility contains two financial covenants (as calculated in accordance with UK GAAP): that Reuters operating profit before interest, tax and amortisation (subject to certain adjustments) should be greater than 2.75 times net finance charges and that Reuters net borrowings should not be greater than 3.50 times Reuters operating profit before depreciation and amortisation (subject to certain adjustments). As at 31 December 2005, we complied with these covenants.

Bilateral loan facilities

At the same time as the syndicated credit facility was arranged, committed bilateral facilities of £90 million were put in place on similar terms. Subsequently £66 million of the amount available has expired or been voluntarily cancelled. At 31 December 2005, we had available £24 million. No loans were outstanding under this facility during 2005.

Euro Commercial Paper Programme

A £1.5 billion Euro Commercial Paper Programme is available in respect of which Reuters had no outstanding obligations at 31 December 2005. The minimum outstanding during 2005 was nil and the maximum was £259 million.

The programme is on customary terms and conditions, including a condition that the company should not be in default on any other debt or similar obligation. Issues are only made to the extent that funds can be repaid from committed financing facilities or available Group cash. The programme has no final maturity date, contains no financial covenants and there is no requirement to update the programme documentation. Debt is issued at market rates agreed between the issuer and the dealer.

Euro Medium Term Note Programme

We also have available a £1 billion Medium Term Note Programme. At 31 December 2005, we had outstanding obligations of £369 million under the programme, repayable at various dates up to November 2010 including a €500 million (£344 million) public bond, issued in November 2003 and maturing in November 2010. The minimum outstanding during 2005 was £369 million and the maximum was £428 million.

The programme is on customary terms and conditions. The programme has no final maturity date but the prospectus, containing financial information, is updated each year to allow issuance to continue. Debt is issued at market rates agreed between the issuer and the dealer. The programme documentation contains no financial covenants and notes in issue have no cross-default provision.

Short-term uncommitted facilities

In addition, we have short-term uncommitted bank borrowing facilities denominated in various currencies, the sterling equivalent of which was approximately £164 million. At 31 December 2005, £25 million of the facilities were utilised in the form of bank overdrafts.

Contractual financial obligations

The following table summarises the Group's principal contractual financial obligations at 31 December 2005, certain of which are described in the consolidated financial statements and notes. The Group expects to be able to fund such obligations from ongoing operations and its external facilities. Additionally, while not contractual commitments, we announced in July 2005 our Core Plus strategy, which will impact future cash flows. These included 'strengthen it' initiatives totalling £170 million to 2008 (£26 million was incurred in 2005), 'grow it' initiatives with a net impact on profit of £85 million to 2007 (£15 million impacted in 2005), and capital expenditure plans in 2006 of £220 million.

		Payments due by period			
Contractual obligations at 31 December 2005	**Total £m**	Less than 1 year £m	1-3 years £m	3-5 years £m	After 5 years £m
Finance lease payables	**2**	1	1	–	–
Debt obligations (including future interest payments)	**653**	92	105	456	–
Pension obligations*	**317**	47	50	47	173
Other long-term liabilities**	**53**	–	34	12	7
Operating leases	**673**	79	137	105	352
Purchase obligations	**1,394**	132	231	441	590
Total contractual obligations	**3,092**	351	558	1,061	1,122

* Pension obligations are recorded on the balance sheet at £317 million. As there is some discretion under the various schemes as to the amounts the Group will contribute to settlement of the net pension obligation, the amounts provided are estimates.

** Non-current provisions (excluding net pension obligations) recorded on the balance sheet total £75 million. Of this, £53 million are financial liabilities that require settlement in cash. Additionally, the balance sheet contains a deferred tax liability of £66 million. No estimate has been provided for deferred tax in the table above as it is not a contractually obligated financial liability.

The most significant purchase obligation entered into during the year related to BT/Radianz becoming our supplier of network services over the next eight and a half years.

Foreign exchange
Almost 90% of Group revenue is denominated in non-sterling currencies. The Group also has significant costs denominated in foreign currencies with a somewhat different mix from revenue. In some cases, product pricing is denominated in a currency which is not the functional currency of the provider of services or the Reuters customer which gives rise to embedded derivatives, for which movements in value are recognised within the other income line as part of operating profit. Group profits are therefore exposed to currency fluctuations. The approximate proportions of operating profit excluding profits on disposals received in each key currency group were as follows:

Group operating profit excluding profits on diposals by currency
Year to 31 December

	2005 %	2004 %
Euro	**171**	173
US dollar	**(10)**	(13)
Japanese yen	**39**	36
Sterling	**(98)**	(134)
Other	**(2)**	38
Total	**100**	100

Sterling costs exceeded sterling revenue due to the level of restructuring costs and UK-based marketing, development, operational and central services costs.

In broad terms, using the 2005 mix of profits, the impact of an additional unilateral 1% strengthening of sterling would have been a reduction of approximately £4 million in operating profits (2004: £5 million).

Exchange rate movements in 2005 had a £1 million net positive impact on operating profit.

Currency impact	Revenue £m	Operating cost £m	Operating profit £m
Impact of:			
Weaker dollar	(7)	7	–
Stronger euro	5	(2)	3
Other currencies	–	(1)	(1)
Exchange rate movements	(2)	4	2
Change in currency mix	6	(7)	(1)
Total currency movements	**4**	**(3)**	**1**

The annual average rates for the dollar and the euro were 1.83 and 1.46 respectively (2004: 1.82 and 1.47 respectively).

No unremitted profits are hedged with foreign exchange contracts as we judge it inappropriate to hedge non-cash flow translation exposure with cash-based instruments.

Forward foreign exchange contracts, currency options and foreign exchange swaps are used to manage, where appropriate, the effects of transaction exposure and certain intercompany transactions which impact Group profits. Transaction exposure occurs when, as a result of trading activities, an entity receives or expends cash in a currency different to its functional currency.

15 Critical accounting policies
Group accounting policies comply with IFRS. These policies and associated estimation techniques and judgements have been reviewed by management and discussed with the Audit Committee, who have confirmed they are the most appropriate for the preparation of the 2005 financial statements.

Adoption of International Financial Reporting Standards
Prior to 2005, the Group prepared its audited annual financial statements under UK GAAP. For the year ended 31 December 2005, the Group is required to prepare its annual consolidated financial statements in accordance with IFRS and IFRIC interpretations as adopted by the EU and those parts of the Companies Act 1985 applicable to companies reporting under IFRS. The financial statements take account of the requirements and options in IFRS 1 'First-time Adoption of International Financial Reporting Standards' as they relate to the 2004 comparatives included herein.

IFRS 1 sets out the transition rules which must be applied when IFRS is adopted for the first time. As a result, certain of the requirements and options in IFRS 1 may result in a different application of accounting policies in the 2004 restated information from that which would apply if the 2004 financial statements were prepared using full retrospective adoption of IFRS. The standard sets out certain mandatory exceptions to retrospective application and certain optional exemptions.

Detailed disclosure on the mandatory exceptions applicable to the Group and the optional exemptions taken are provided within the financial statements on page 52 and pages 101 to 103.

Previously the financial statements were prepared in accordance with UK GAAP. To provide an indication of the impact of IFRS from the previously reported UK GAAP, reconciliations of the net profit and equity for 2004 are shown in note 40 on pages 101 to 103.

Accounting policies involving management judgement
In preparing these financial statements, management has made its best estimates and judgements of certain amounts included in the financial statements. The areas discussed below are considered to be the most critical. The Group accounting policies underpinning the financial statements are outlined on pages 52 to 57, which also include reference to the areas of judgement within the accounting policies.

The impairment of property, plant and equipment, non-current assets held for sale and intangible assets (including goodwill)
Under IFRS, impairment is measured by comparing the carrying value of an asset or cash generating unit to its recoverable amount. Recoverable amount is defined as the higher of its fair value less costs to sell and its 'value in use'. These comparisons require subjective judgements and estimates to be made by management with regard to projected future cash flows of income-generating units or the amounts that could be obtained from the sale of investments.

Note 13 of the financial statements on pages 67 to 68 outlines the key assumptions. Management has determined that no impairments are required for 2005 (2004: £18 million).

Intangible assets
Expenditure related to the development of new products or capabilities that is incurred between establishing technical feasibility and the asset becoming income-generating, is capitalised where it meets the criteria outlined in IAS 38 ('Intangible Assets'). Such assets are then systematically amortised over their useful economic life (normally between three and five years). Additionally, the costs of acquiring software licences and costs incurred in bringing software into use are capitalised, and amortised over the expected life of the licence (normally five years).

There is judgement involved in determining an appropriate framework to consider which expenditure requires capitalisation and which should be expensed. Amounts capitalised in 2005 for development and software total £40 million (2004: £26 million).

Back to Contents

Defined benefit pension plans

The Group operates a number of defined benefit plans, some of which also include post-retirement medical benefits. For material schemes, their valuation is determined by independent actuaries. These valuations require assumptions to be made in respect of future income levels, expected mortality, inflation, the long-term rate of return on the scheme assets, rate of increase in social security costs and medical cost trends, expected mortality, along with the discount rate used to convert the future cash flows into a present value. These assumptions are reviewed annually.

The amounts recorded in the annual charge (service cost and interest cost offset by the expected return on assets) are sensitive to changes in these assumptions. Actuarial gains and losses are recognised fully in the Statement of Recognised Income and Expense.

Note 25 on pages 84 to 87 provides further details of the annual charges (£30 million) and the net outstanding pension obligation (£310 million), quantification of the underlying assumptions and an estimate of the impact on the financial statements to changes in the most critical assumptions.

Share-based payments and long-term incentive plans (LTIP)

IFRS 2 (Share-based payments), which we have elected to apply only to share awards granted after 7 November 2002 which have not vested by 1 January 2005, recognises that options represent an element of remuneration for services provided by employees and should be reflected as a charge against profit. The charge, which is spread over the vesting period of the award, is the fair value of the award at grant date and is calculated using an option pricing model.

A combination of Black Scholes and Monte Carlo simulation models has been used to calculate the fair values of awards. The use of these models requires management to make a number of assumptions including expected life of the options, expected dividends for the life of the option and historic volatility of Reuters shares. Management has considered historical data and made use of best practices in making these assumptions.

The total cost of share schemes in 2005 was £30 million (2004: £22 million). For additional information concerning the long-term incentive plan (LTIP), see ‘Equity incentive plans – LTIP’ on page 41 and note 33 on page 93.

Provisions

The recognition of provisions, both in terms of timing and quantum, requires the exercise of judgement based on the relevant circumstances, which can be subject to change over time.

The largest provisions relate to 2005 Fast Forward restructuring charges, which cover primarily severances and leasehold properties. For severance provisions, the provision is only recognised where employees have a valid expectation, or have already been told, of their redundancy. A number of leasehold properties have been identified as surplus to requirements. Although efforts are being made to sub-let this vacant space, management recognises that this may not be possible immediately. Estimates have been made to cover the cost of vacant possession, together with any shortfall arising from sub-leased rental income being lower than lease costs being borne by Reuters. A judgement has also been made in respect of the discount factor, based on a risk-free rate, which is applied to the rent shortfalls.

Additionally, the Group is subject to certain legal claims and actions (refer to note 35 on page 97). Provision for specific claims or actions are only made when the outcome is considered ‘probable’ that there will be a future outflow of funds, and/or providing for any associated legal costs. The level of any provision is inevitably an area of management judgement given that the outcome of litigation is difficult to predict.

Other provisions are held where the recoverability of amounts is uncertain, where the actual outcome may differ from the resulting estimates.

Segment reporting

The Group’s primary segmental reporting is by business division. The Group operates through four business divisions: Sales & Trading, Research & Asset Management, Enterprise, and Media. In order to report segmental results, it is necessary to determine a methodology to allocate revenues, costs, assets and liabilities to those segments.

Each division is responsible for specific products’ revenues, except for the Reuters 2000/3000 range of products and Reuters 3000 Xtra. Revenues for these shared products are attributed to either the Sales & Trading division or the Research & Asset Management division, by reference to the nature of the customer taking the product. This is determined on a client-by-client basis.

Where costs relate to a specific division, they are mapped directly to that division. Where costs are shared, ABC techniques are used to split these costs between divisions. The Reuters ABC tool (known as Profitability Insight) allocates shared costs to business activities, which in turn are attributed to products, and therefore divisions, using different drivers of cost. These cost drivers (e.g. the number of helpdesk calls received or the number of installed accesses) are derived from a variety of underlying source systems. Judgement has been applied in determining these cost drivers and the resulting allocation of costs.

Assets and liabilities are attributed to business divisions using methodologies consistent with those applied to revenue and costs. Assets and liabilities are segmented to the extent that they relate to the operating activities of the divisions. Assets and liabilities related to financing activities, including cash balances, are not segmented.

Divisional results could alter with the application of other allocation approaches and as improvements to the Profitability Insight model are made.

Taxation

The Group is subject to taxation in numerous jurisdictions. Significant judgement is required in determining the worldwide provision for taxation. There are many transactions and calculations for which the ultimate tax determination is uncertain during the ordinary course of business. The Group recognises liabilities for anticipated tax audit issues, based on estimates of whether additional taxes will be due. Where the final tax outcome of these matters is different from the amounts that were originally recorded, such differences will affect the tax provisions in the period in which such determination is made.

Under IFRS and US accounting standards, in assessing which deferred tax assets to record on the balance sheet, management has made subjective judgements over the projected future profitability of certain legal entities.

16 US GAAP

A reconciliation of net income under IFRS and US GAAP is set out on page 107. A discussion of the relevant US accounting policies which differ materially from IFRS is given on pages 104 to 108 in the ‘Summary of differences between IFRS (as adopted by the EU) and US GAAP.’ Details of recent US GAAP accounting pronouncements are given on page 108.

17 Off-balance sheet arrangements

The Group does not have any off-balance sheet arrangements, as defined by the SEC that have, or are reasonably likely to have, a current or future effect on the Group's financial position or results of operations material to investors.

18 Risk factors

Forward-looking statements

This document contains certain forward-looking statements within the meaning of the United States Private Securities Litigation Reform Act of 1995 with respect to the Group's financial condition, results of operations and business, and management's strategy, plans and objectives for the Group. In particular, all statements that express forecasts, expectations and projections with respect to certain matters, including trends in results of operations, margins, growth rates, overall financial market trends, anticipated cost savings and synergies and the successful completion of restructuring programmes, strategy plans, acquisitions and disposals, are all forward-looking statements. These statements involve risk and uncertainty because they relate to events and depend on circumstances that may occur in the future. There are a number of factors that could cause actual results and developments to differ materially from those expressed or implied by these forward-looking statements. These factors include, but are not limited to, the Risk Factors discussed below. Any forward-looking statements made by the Group or on its behalf speak only as of the date they are made. The Group does not undertake to update any forward-looking statements.

Reuters may not be able to realise the anticipated benefits of the transformation initiatives undertaken through the Fast Forward programme and the Core Plus growth strategy

The Fast Forward programme included streamlining the way information is delivered, offering a simpler and segmented product line, rationalising the non-core elements of the business, reshaping the cost base and reinvigorating the company culture. The Core Plus growth strategy includes investing in new revenue initiatives, product development rationalisation and data centre rationalisation. There can be no assurance of achievement of these objectives or of the exact timing or extent to which the anticipated benefits of the Fast Forward programme or Core Plus growth strategy will be realised.

Unfavourable conditions in financial markets may have a significant adverse effect on the Group's business

The Group's business is dependent upon the health of the financial markets and the participants in those markets. The Group's trading products are dependent on the level of activity in those markets. If these conditions were to worsen or in the event of significant trading market disruptions or suspensions there could be adverse effects on the Group's business. In addition, the Group's business could be adversely affected by further consolidations among clients and competitors.

Currency fluctuations and interest rate fluctuations may have a significant impact on the Group's reported revenue and earnings

The Group reports results in pounds sterling but receives revenue and incurs expenses in more than 70 currencies and is thereby exposed to the impact of fluctuations in currency rates. Currency movements resulted in a small positive impact on the Group operating profit in 2005. A strengthening of sterling from current levels, especially in relation to other currencies in which the Group derives significant revenues or holds significant assets such as the euro or the US dollar, could adversely affect results in future periods. To the extent that these currency exposures are not hedged, exchange rate movements may cause fluctuations in the Group's consolidated financial statements. In addition, an increase in interest rates from current levels could adversely affect the Group's results in future periods.

The Group may experience difficulties or delays in developing or responding to new customer demands or launching new products

The Group's business environment is characterised by rapid technological change, changing and increasingly sophisticated customer demands and evolving industry standards. If the Group is unable to anticipate and respond to the demand for new services, products and technologies on a timely and cost-effective basis and to respond and adapt to technological advancements and changing standards, its business may be adversely affected.

In addition, the Group may delay or halt the launch of new products and services; its existing products and services may cease to be attractive to customers; and new products and services that the Group may develop and introduce may not achieve market acceptance. In the event any of the foregoing occurs, the Group's financial results could be adversely affected.

The Group is dependent on third parties for the provision of certain network and other services

The Group has outsourced the day-to-day operation of most of its networks to BT/Radianz, which also provides network services to companies in addition to the Group. In connection with the 2001 acquisition of certain businesses and assets of Bridge Information Services (Bridge), Reuters entered into a network services agreement with Savvis which was the primary provider of network services to Bridge. In addition, Savvis had a network services agreement with Telerate which Reuters acquired in its acquisition of Telerate. Failure or inability of any third party that provides significant services to the Group, such as BT/Radianz or Savvis, to perform its obligations could adversely affect the Group's financial results.

The Group's business may be adversely affected if its networks or systems experience any significant failures or interruptions or cannot accommodate increased traffic

The Group's business is dependent on the ability to rapidly handle substantial quantities of data and transactions on its computer-based networks and systems and those of BT/Radianz, Savvis and others. Any significant failure or interruption of such systems, including terrorist activities, could have a material adverse effect on its business and results of its operations. The continuing increase in the update rates of market data may impact product and network performance from time to time. Factors that have significantly increased the market data update rates include: the emergence of proprietary data feeds from other markets; high market volatility; decimalisation; reductions in trade sizes resulting in more transactions; new derivative instruments; increased automatically-generated algorithmic and program trading; market fragmentation resulting in an increased number of trading venues; and multiple listings of options and other securities. While the Group has implemented a number of capacity management initiatives, there can be no assurance that the Group and its network providers will be able to accommodate accelerated growth of peak traffic volumes or avoid other failures or interruptions.

The Group is exposed to a decline in the valuation of companies in which it has invested

The Group has entered into joint ventures with, and made strategic investments in, a number of companies and intends to continue to do so. The value of Reuters interests in these companies is dependent on, among other things, the performance of these companies generally, whether such performance meets investors' expectations, and external market and economic conditions. The Group has limited ability to influence the management or performance of these companies.

Significant competition or structural changes in the financial information and trading industries could adversely affect the Group's business

The Group faces significant competition in the financial information and trading industries. The availability of public internet technology reduces barriers to entry and increases the availability of trading venues, resulting in more commoditised data and less valuable data, less effective control over intellectual property and reduced revenues. Many of the financial markets which the Group serves are undergoing or may undergo structural changes as a result of competition, regulation or otherwise. If the Group is unable to cope effectively with increased competitive pressure or structural changes arising from the above or any other factors, its financial results could be adversely affected.

The Group may be exposed to adverse governmental action in countries where Reuters conducts reporting activities

As the world's largest news and information company, the Group may suffer discriminatory tariffs or other forms of adverse government intervention due to the nature of its editorial and other reporting activities.

The Group may not be able to realise the anticipated benefits of existing or future acquisitions or disposals

To achieve its strategic objectives, the Group has acquired, invested in and/or disposed of, and in the future may seek to acquire, invest in and/or dispose of various companies and businesses. No assurance can be given that the Group will realise, when anticipated or at all, the benefits it expects as a result of any acquisition, investment or disposal. Achieving the benefits of acquisitions and investments will depend on many factors, including the successful and timely integration, and in some cases the consolidation of products, technology, operations and administrative functions, of companies that have previously operated separately. Considering the technical and complex nature of the Group's products and services, these integration efforts may be difficult and time-consuming. Achieving benefits of disposals will likewise depend on many factors, including realisation of appropriate value, successful separation of the businesses and operations and management of related costs, and achievement of any benefits sought in connection with the transaction.

The Group may identify issues with controls over financial reporting, including as a result of the implementation project to achieve compliance with the Sarbanes Oxley Act, section 404

Reuters will be required to comply with section 404 of the US Sarbanes-Oxley Act of 2002 (the Sarbanes-Oxley Act) next year. This requires that companies evaluate and report on their systems of internal control over financial reporting. In addition, the Group's independent auditors must report on management's evaluation of those controls. The Group began working on necessary activities in 2003 and is in the process of documenting and testing its systems of internal controls over financial reporting to provide the basis for its certification. During this process, the Group may identify deficiencies in its system of internal controls over financial reporting that may require remediation. At this stage, due to the ongoing evaluation and testing of the Group's internal controls, there can be no assurance that any such deficiencies identified may not be significant deficiencies or material weaknesses that would require remediation. The Group complies with other elements of the Act that are already in force.

The Group operates in an increasingly litigious environment

The Group's business involves a number of areas of technology, including certain business methods. This, combined with the recent proliferation of so-called 'business method patents' issuing from the US Patent Office, and the increasingly litigious environment that surrounds patents in general, increases the possibility that a member of the Group could be sued for patent infringement. If such an infringement suit were successful, it is possible that the infringing product would be enjoined by court order and removed from the market, in addition to the legal fees that would be incurred defending such a claim. Any settlement of such a claim could also involve a significant sum.

19 Definition of key financial performance measures

The Group measures its financial performance by reference to revenue and profit, operating margin, EPS, cash flow and net funds.

To supplement IFRS measures, the Group undertakes further analysis to break these measures out into their component parts, which results in the creation of certain measures which differ from the IFRS headline indicators ('non-GAAP measures'). The rationale for this analysis is outlined below, and reconciliations of the non-GAAP measures to IFRS measures are included within the review of results. These measures are used by management to assess the performance of the business and should be seen as complementary to, rather than replacements for, reported statutory results.

Underlying results

Period-on-period change in Reuters is measured in overall terms (i.e. actual reported results under IFRS) and sometimes in underlying terms. Underlying change is calculated by excluding the impact of currency fluctuations and the results of acquisitions and disposals, as these are factors that are not on a like-for-like basis between periods. This enables comparison of Reuters operating results on a like-for-like basis between periods.

- Variations in currency exchange rates impact the results because Reuters generates revenues and incurs costs in currencies other than its reporting currency. Year-on-year, currency exchange rate movements will influence reported numbers to a greater or lesser extent, and therefore they are discussed separately from underlying results to make clear their impact on the overall growth or decline in operations. Underlying results are calculated by restating the prior periods' results using the current period's exchange rates. This also reflects the variables over which management has control, as business units do not manage currency exposure, and business division operating performance is managed against targets set on a constant currency basis. Currency exposure is described in section 14 'Treasury Policies' on pages 20 to 21.

- Underlying results are calculated excluding the results of entities acquired or disposed of during the current or prior periods from the results of each period under review. Underlying results reflect the operating results of the ongoing elements of each business division, and measure the performance of management against variables over which they have control, without the year-on-year impact of a step change in revenue and costs that can result from acquisition or disposal activity.

Exclusion of restructuring charges

Reuters results are reviewed before and after the costs of Reuters business transformation plan (which includes the Fast Forward programme) and acquisition integration charges.

Under the Fast Forward programme, Reuters incurred restructuring charges relating primarily to headcount reduction and rationalisation of the Group's property portfolio. Fast Forward is a three year programme implemented to accelerate and expand on Reuters five year business transformation plan which was launched in 2001; the programme completed in 2005, as originally envisaged (refer to page 8 for discussion of the programme).

The Fast Forward programme was centrally managed, and its performance against targets was evaluated separately from the ongoing Reuters business. Fast Forward restructuring charges are therefore excluded from certain profit and margin measures.

Acquisition integration costs are one-off charges associated with transaction activity which do not recur. As described above, the charges in respect of acquisition activity are excluded to enable better like-for-like comparison between periods.

Because of their time-limited and defined nature, Reuters believes that presenting these measures, both including and excluding restructuring charges, gives investors a more detailed insight into the performance of management and the business. In addition, Reuters management uses both measures to assess the performance of management and the business.

Exclusion of amortisation and impairment of intangibles acquired in a business combination, investment income, profit/(losses) from disposals, and fair value movements

For certain cost, profit, margin and EPS measures, Reuters analyses its results both before and after the impact of restructuring charges, amortisation and impairments of intangibles acquired in a business combination, investment income, profits and losses from disposals, and fair value movements. The adjusted measures are referred to as 'Trading Profit', 'Trading Costs' and 'Trading Margin'. The rationale for isolating restructuring charges is explained above.

Amortisation and impairment of intangibles acquired in a business combination, investment income and profit/(losses) from disposals

Reuters isolates the impact of income and charges in respect of its investments. Income and charges from investments relate to impairments of goodwill, subsidiaries, associates and joint ventures; impairments and amortisation of other intangibles acquired in a business combination; income from investments; and pre-taxation profits and losses on disposal of subsidiaries, joint ventures, associates and other investments.

Such charges and income may arise from corporate acquisition and disposal activity, rather than the ongoing operations of the business divisions, with a reasonable allocation being determined for segmental reporting. These are analysed and reviewed separately from ongoing operations, as this is consistent with the manner in which Reuters sets internal targets, evaluates its business units and issues guidance to the investor community.

Amortisation and impairment charges in respect of software and development intangibles are included within operating costs.

Fair value movements

Reuters also isolates the impact of movements in the fair value of financial assets held at fair value through profit or loss, embedded derivatives, and derivatives used for hedging purposes (where those changes are reflected in the income statement).

Financial assets held at fair value through profit or loss included Reuters investment in Savvis convertible shares. This investment was sold as part of the acquisition consideration for Telerate. Fair value movements for this investment have been analysed separately from the ongoing operations of the business units during 2005.

Embedded derivatives are foreign exchange contracts implicitly contained in some of Reuters revenue and purchase commitments. Changes in the fair value of embedded derivatives arise as a result of movements in foreign currency forward rates. The unpredictable nature of forward rates, the uncertainty over whether the gains or losses they anticipate will actually arise, and the volatility they bring to the income statement lead Reuters to consider that it is appropriate to analyse their effects separately from the ongoing operations of the business. This enables Reuters to undertake more meaningful period-on-period comparisons of its results, as well as to isolate and understand better the effect of future currency movements on revenue and purchase commitments. This separate analysis is also consistent with the manner in which Reuters sets its internal targets, evaluates its business divisions and issues guidance to the investor community.

The impact of fair value movements on derivatives relating to treasury hedging activity is also excluded, unless there is an equivalent offset in operating results. All derivatives undertaken provide effective economic hedges, but some may not qualify for hedge accounting and in these situations the reported impact of the underlying item and the hedge may not offset. The impact of treasury derivatives is mainly due to currency or interest rate movements and, as for the other items noted above, business division operating performance is managed against targets which exclude these factors.

Tax and adjusted EPS

To ensure consistency, the non-GAAP EPS measure also eliminates the earnings impact of taxation charges and credits related to excluded items.

Adjusted EPS is defined as basic EPS from continuing operations before impairments and amortisation of intangibles acquired via business combinations, fair value movements, disposal profits/losses and related tax effects.

Dividend policy

Presenting earnings before the impact of restructuring charges, amortisation and impairment of intangibles acquired in a business combination, investment income, disposals and fair value movements also helps investors to measure performance in relation to Reuters dividend policy. In 2001, the Group defined the long-term goal of its dividend policy to be a dividend cover of at least two times, based on Reuters UK GAAP earnings before amortisation of goodwill and other intangibles, impairments and disposals. Reuters dividend policy remains unaltered. With the adoption of IFRS, the equivalent earnings measure is Reuters earnings (after interest and taxation) before amortisation and impairments of intangibles acquired in a business combination, fair value movements and profits/(losses) on disposals.

Free cash flow

Reuters free cash flow is used as a performance measure to assess Reuters ability to pay its dividend from cash flow. Free cash flow is intended to measure all Reuters cash movements, other than those which are both discretionary in nature and unrelated to ongoing recurring operating activities such as purchase of shares by the Employee Share Ownership Trusts (ESOTs), loans with associates and joint ventures and dividends paid out by Reuters. Whilst Reuters believes that free cash flow is an important performance measure in respect of its cash flows, it is not used in isolation, but rather in conjunction with other cash flow measures as presented in the financial statements.

Net funds/debt

Net funds/debt represents cash, cash equivalents and short-term investments, net of bank overdrafts and borrowings. This measure aggregates certain components of financial assets and liabilities and is used in conjunction with total financial assets and liabilities to manage Reuters overall financing position.

Back to Contents

20 Reconciliations of non-GAAP measures to IFRS

Reconciliation of operating profit to Reuters trading profit and margin measures

Year to 31 December	2005 £m	2005 %	2004 £m	2004 %
Operating profit from continuing activities/margin	**207**	**9%**	194	8%
Excluding:				
Restructuring charges	112	4%	120	5%
Impairments and amortisation of business combination intangibles	22	1%	16	1%
Investment income	(1)	–	–	–
Profit on disposal of subsidiaries	(4)	–	(4)	–
Fair value movements	(2)	–	–	–
Reuters trading profit/margin	**334**	**14%**	326	14%

Reconciliation of profit before taxation from continuing activities to Reuters non-GAAP profit before taxation

Year to 31 December	2005 £m	2005 %	2004 £m	2004 %
Profit before tax/margin from continuing operations	**238**	**10%**	396	17%
Excluding:				
Impairments and amortisation of business combination intangibles	22	1%	16	1%
Investment income	(1)	–	–	–
Profit on disposal of subsidiaries, associates and joint ventures	(42)	(2%)	(207)	(9%)
Fair value movements	(2)	–	–	–
Reuters profit from continuing operations before impairments and amortisation of business combination intangibles, investment income, profit on disposals and fair value movements	**215**	**9%**	205	9%

Reconciliation of basic EPS to Reuters adjusted EPS

Year to 31 December	2005 £m	2005 EPS Pence	2004 £m	2004 EPS Pence
Profit/basic EPS from continuing activities	**229**	**16.3**	356	25.4
Excluding:				
Impairments and amortisation of business combination intangibles	22	1.6	16	1.1
Investment income	(1)	(0.1)	–	–
Profit on disposal of subsidiaries, associates and joint ventures	(42)	(2.9)	(207)	(14.7)
Fair value movements	(2)	(0.2)	–	–
Adjustments to tax charge for tax effect of excluded items	(13)	(0.9)	–	–
Reuters profit/basic EPS from continuing operations before impairments and amortisation of business combination intangibles, investment income, profit on disposals, fair value movements and related taxation effects	**193**	**13.8**	165	11.8

Reconciliation of actual percentage change to underlying change – Revenue by division by type

% change versus year ended 31 December 2004	Underlying change	Impact of currency	Impact of acquisitions & disposals	Actual change
Recurring	(1%)	–	4%	3%
Outright	(40%)	5%	–	(35%)
Usage	10%	–	–	10%
Sales & Trading	**(1%)**	**–**	**4%**	**3%**
Recurring	4%	–	(1%)	3%
Outright	(36%)	3%	–	(33%)
Usage	(41%)	–	–	(41%)
Research & Asset Management	**3%**	**–**	**(1%)**	**2%**
Recurring	4%	1%	1%	6%
Outright	(21%)	1%	–	(20%)
Enterprise	**(1%)**	**1%**	**1%**	**1%**
Recurring	3%	–	–	3%
Outright	34%	1%	7%	40%
Media	**6%**	**–**	**1%**	**7%**
Recurring	1%	–	3%	4%
Outright	(23%)	1%	–	(22%)
Usage	12%	–	1%	13%
Total Reuters revenue	**–**	**–**	**3%**	**3%**

Reconciliation of actual percentage change to underlying change – Reuters revenue by division by product family

% change versus year ended 31 December 2004	Underlying change	Impact of currency	Impact of acquisitions & disposals	Actual change
Reuters Xtra	11%	–	–	11%
Reuters Trader	(23%)	1%	10%	(12%)
Recoveries	–	1%	5%	6%
Sales & Trading	**(1%)**	**–**	**4%**	**3%**
Reuters Xtra	1%	–	7%	
Reuters Trader	(15%)	2%	1%	(12%)
Reuters Knowledge	9%	1%	(22%)	(12%)
Reuters Wealth Manager	1%	–	7%	8%
Research & Asset Management	**3%**	**–**	**(1%)**	**2%**
Enterprise	**(1%)**	**1%**	**1%**	**1%**
Media	**6%**	**–**	**1%**	**7%**
Total Reuters revenue	**–**	**–**	**3%**	**3%**

Back to Contents

Reconciliation of divisional operating costs to trading costs

Year to 31 December	2005 Sales & Trading £m	R&AM £m	Enterprise £m	Media £m	Group £m
Operating costs	**1,475**	**305**	**325**	**146**	**2,251**
Restructuring charges	(76)	(11)	(17)	(8)	(112)
Impairments and amortisation of business combination intangibles	(13)	(3)	(5)	(1)	(22)
Fair value movements (in expenses)	(16)	–	–	–	(16)
Foreign currency translation	(2)	–	(1)	–	(3)
Other income	(14)	(3)	(4)	(2)	(23)
Trading costs	**1,354**	**288**	**298**	**135**	**2,075**

Year to 31 December	2004 Sales & Trading £m	R&AM £m	Enterprise £m	Media £m	Group £m
Operating costs	1,385	295	365	142	2,187
Restructuring charges	(63)	(18)	(27)	(12)	(120)
Impairments and amortisation of business combination intangibles	(10)	(3)	(3)	–	(16)
Foreign currency translation	(1)	–	–	–	(1)
Other income	(22)	(5)	(7)	(3)	(37)
Trading costs	1,289	269	328	127	2,013

Reconciliation of divisional operating profit to trading profit

Year to 31 December	2005 Sales & Trading £m	R&AM £m	Enterprise £m	Media £m	Group £m
Operating profit	**157**	**(37)**	**76**	**11**	**207**
Restructuring charges	76	11	17	8	112
Impairments and amortisation of business combination intangibles	13	3	5	1	22
Investment income	(1)	–	–	–	(1)
(Profit)/loss on disposal of subsidiaries	(7)	5	(1)	(1)	(4)
Fair value movements	3	(2)	(2)	(1)	(2)
Trading profit	**241**	**(20)**	**95**	**18**	**334**

Year to 31 December	2004 Sales & Trading £m	R&AM £m	Enterprise £m	Media £m	Group £m
Operating profit	175	(16)	31	4	194
Restructuring charges	63	18	27	12	120
Impairments and amortisation of business combination intangibles	10	3	3	–	16
Foreign currency translation	5	(12)	2	1	(4)
Trading profit	253	(7)	63	17	326

Reconciliation of cash generated from Reuters operations to Reuters free cash flow

Year to 31 December	2005 Continuing operations £m	2005 Discontinued operations £m	2005 Reuters Group £m	2004 Continuing operations £m	2004 Discontinued operations £m	2004 Reuters Group £m
Cash generated from operations	268	3	271	307	(27)	280
Interest received	42	13	55	10	9	19
Interest paid	(49)	–	(49)	(29)	(1)	(30)
Taxation paid	(11)	(13)	(24)	(34)	(9)	(43)
Cash flow from operating activities	**250**	**3**	**253**	254	(28)	226
Purchases of property, plant and equipment	(138)	(7)	(145)	(90)	(19)	(109)
Proceeds from sale of property, plant and equipment	3	–	3	49	17	66
Purchases of intangible assets	(40)	–	(40)	(27)	–	(27)
Interim funding payment from Telerate	(18)	–	(18)	18	–	18
Dividends received	5	–	5	4	1	5
Repayment of funds to/(from) BTC	26	(26)	–	–	–	–
Free cash flow	**88**	**(30)**	**58**	208	(29)	179

Components of net funds

As at 31 December	2005 £m	2004 £m
Cash and cash equivalents	662	578
Bank overdrafts	(25)	(17)
	637	561
Short-term investments	1	258
Borrowings (excluding bank overdrafts)	(385)	(493)
Net funds	**253**	326

Back to Contents

Directors' report

The directors submit their annual report and audited financial statements for the year ended 31 December 2005.

01 Activities
The Group's business, a review of its activities during 2005 and likely future developments are described on pages 7 to 20. Details of the Group's research and development activity and expenditure is given on page 60.

02 Share capital and dividends
Details of the changes in the authorised and called up share capital are set out in note 27 on page 89. Details of significant shareholdings are given on page 119.

An interim dividend of 3.85 pence per ordinary share was paid on 31 August 2005. The directors recommend a final dividend of 6.15 pence per ordinary share, giving a total of 10 pence per ordinary share for the year (2004: 10 pence). Subject to shareholders' approval at the Annual General Meeting (AGM) to be held on 27 April 2006, the final dividend will be paid on 4 May 2006 to members on the register holding ordinary shares at the close of business on 17 March 2006. It will be paid on 11 May 2006 to ADS holders on the register at the close of business on 17 March 2006.

03 Employees
Information about Reuters employment policies and practices can be found in 'People' on pages 10 and 11.

04 Charitable contributions
In 2005 Reuters continued to support community initiatives and charitable causes, mainly through the work of the Reuters Foundation charitable trust. A report on the activities of the Foundation and Reuters wider corporate responsibility programme can be found on page xx and at www.about.reuters.com/csr. Reuters donated cash totalling £1.7 million during 2005 (2004: £2.4 million). In addition to this cash contribution, employees are encouraged to give their time and skills to a variety of causes and Reuters provides equipment and information services free of charge.

It is the Group's policy not to make political contributions and none was made in 2005.

05 Creditor payment terms
It is our normal procedure to agree terms of transactions, including payment terms, with suppliers in advance. Payment terms vary, reflecting local practice throughout the world. In the UK, Reuters has signed up to the Better Payment Practice Code. Reuters policy is to make payments on time, provided suppliers perform in accordance with the agreed terms. Group trade creditors at 31 December 2005 were equivalent to 13 days' purchases during the year (2004: 19 days).

06 Acquisition of own shares
At the AGM held on 21 April 2005, shareholders renewed the company's authority under section 166 of the Companies Act 1985 to make purchases of up to 143,540,000 ordinary shares at a price of not more than 5% above their average middle market quotation in the London Stock Exchange Daily Official List for the five business days prior to the date of purchase.

On 26 July 2005, Reuters announced its intention to return £1 billion to shareholders, including the proceeds of around $1 billion from the Instinet Group sale, and initiated an on-market buyback programme, which is expected to run up to July 2007. Between 26 July and 31 December 2005, 57,400,000 shares with a nominal value of £14,350,000 were repurchased at a cost of approximately £224 million. This represents 4% of called up share capital.

07 Substantial shareholdings
Details of substantial shareholdings can be found on page 119.

08 Related party transactions
Details of related party transactions are given on page 123.

09 Financial instruments
Details of the financial risk management objectives and policies of the company and the exposure of the company to financial risk is given on page 20 and note 17 on pages 73 to 81.

10 Post balance sheet events
Details of post balance sheet events are given on page 100.

11 Directors
The names and biographical details of current directors are given on pages 32 and 33.

The following Board changes occurred during 2005 and early 2006:

8 February 2005 Ian Strachan stood down from the Audit Committee.

20 July 2005 Charles Sinclair stepped down as Chairman of Remuneration Committee but remained on the Committee until 6 December 2005.

19 September 2005 Ian Strachan appointed as Chairman of Remuneration Committee.

23 September 2005 Sir Deryck Maughan appointed to the Board.

6 December 2005 Charles Sinclair retired from the Board.

24 January 2006 Ian Strachan appointed to the Nominations Committee.

Details of directors' interests in the company's shares, the remuneration of the non-executive and executive directors and information on the service contracts of the executive directors are set out on pages 39 to 48. A non-executive director is not required to hold ordinary shares in order to qualify as a director.

12 Risk management, internal controls and disclosure controls and procedures
Disclosures can be found in 'Corporate governance and statement of directors' responsibilities' on page 37.

13 Auditors
The auditors, PricewaterhouseCoopers LLP, have indicated their willingness to continue in office and a resolution that they be reappointed will be proposed at the AGM.

By order of the Board

Rosemary Martin
General Counsel and Company Secretary
10 March 2006

Back to Contents

Directors and senior managers

The directors and senior managers of Reuters Group at 7 March 2006 are:

Name	Position	Position held since
Directors		
Niall FitzGerald, KBE	Chairman, Director[1]	2004; 2003
Thomas Glocer	CEO; Director	2001; 2000
David Grigson	CFO; Director	2000
Devin Wenig	President of Business Divisions; Director	2003
Lawton Fitt	Director[1]	2004
Penelope Hughes	Director[1]	2004
Edward Kozel	Director[1]	2000
Sir Deryck Maughan	Director[1]	2005
Kenneth Olisa	Director[1]	2004
Richard Olver	Director[1]	1997
Ian Strachan	Director[1]	2000
Senior Managers		
Anne Bowerman	Interim Group HR Director	2005
Christopher Hagman	Managing Director, Global Sales & Service Operations	2003
Geert Linnebank	Editor-in-Chief and Global Head of Content	2000
Rosemary Martin	General Counsel and Company Secretary	2003; 1999
Susan Taylor-Martin	Global Head of Corporate Strategy	2004
Simon Walker	Director of Corporate Marketing & Communications	2003

Note:
1 Non-executive director

Directors

Niall FitzGerald, KBE Chairman; Chairman of the Nominations Committee. He is a Member of the World Economic Forum's Foundation Board, a Fellow of the Royal Society for the encouragement of Arts, Manufactures & Commerce and the Association of Corporate Treasurers and a Non-executive director of the Nelson Mandela Legacy Trust (UK). He is also a member of various advisory bodies, including the President of South Africa's International Investment Advisory Council and the Shanghai Mayor's International Business Leaders Council. Former Chairman and Chief Executive Officer of Unilever PLC (1996–2004), former Non-executive director of Merck, Ericsson, Bank of Ireland and Prudential PLC. Former President of the Advertising Association, former Co-Chairman of The TransAtlantic Business Dialogue and former Chairman of The Conference Board, Inc. Age 60.

Thomas (Tom) Glocer CEO. Previously CEO of Reuters Information (2000) and President and Senior Company Officer, Reuters America (1998–2000). Appointed CEO, Reuters Latin America in 1997 after serving in Reuters legal department from 1993. Formerly practised law in New York, Paris and Tokyo with Davis Polk & Wardwell. Member of the Corporate Council of the Whitney Museum, The Madison Council of the Library of Congress, the Leadership Champions Group (Education) of Business in the Community, The Advisory Board of the Judge Institute of Cambridge University and The Corporate Advisory Board of the Tate. Non-executive director of Instinet Group until Instinet Group was acquired in 2005 by NASDAQ. Age 46.

David Grigson CFO. Joined Reuters in August 2000 from Emap PLC where he was Group Finance Director and Chairman of Emap Digital. He is a qualified chartered accountant. Formerly held senior finance roles in the UK and US at Saatchi and Saatchi PLC (1984–1989). Held a number of financial positions at Esso UK (1980–1984). Former Non-executive director of Instinet Group. Chairman of Radianz until Radianz was acquired in 2005 by BT. Age 51.

Devin Wenig Executive director and President of Business Divisions. Previously President, Investment Banking & Brokerage Services (2001–2003). Joined Reuters in 1993 as corporate counsel, Reuters America and held a number of senior management positions before being appointed President, Investment Banking & Brokerage Services in January 2001. Also a Non-executive director of Nastech Pharmaceutical Company and a former Non-executive director of Instinet Group. Age 39.

Lawton Fitt Non-executive director; member of the Audit Committee. Non-executive director of CIENA Corporation and Citizen Communications. Director and Trustee of Reuters Foundation. Previously a Partner and Managing Director of Goldman Sachs Group Inc. Trustee of several not-for-profit organisations including contemporary arts centres in New York and Berlin. Former Secretary (Chief Executive) of the Royal Academy of Arts. Age 52.

Penelope (Penny) Hughes Non-executive director; member of the Remuneration Committee. Director of The GAP Inc., Vodafone PLC, Skandinaviska Enskilda Banken, Molton Brown Limited and a Member of the Advisory Board of Bridgepoint Capital. Former President, Coca Cola Great Britain and Ireland. Former Director of Bodyshop International PLC (1994–2000), Enodis PLC (1996–2001), SC Johnson (2002–2004), web-angel (2000–2003) and Trinity Mirror PLC (1999–2005). Age 46.

Edward (Ed) Kozel Non-executive director; member of the Remuneration Committee. Chief Executive of CRIGHT. Also a Director of Yahoo. Formerly a Non-executive director of Cisco Systems Inc. (2000–2001), where he worked from 1989–2000 in a number of roles, including Chief Technology Officer and Senior Vice President for business development. Also a former Non-executive director of Tibco Software Inc. (2000–2001) and Narus Inc. (1999–2003). Prior to 1989 he worked with SRI International in California. Age 50.

Sir Deryck Maughan Non-executive director. Director of Glaxosmithkline plc, Managing Director of KKR, Chairman of KKR, Asia, Trustee of Carnegie Hall, Lincoln Center Inc. and NYU Medical Center. He serves on Advisory Councils at Stanford and Harvard Universities. Former Chairman and CEO of Citigroup International, former Vice-Chairman of the New York Stock Exchange and former Chairman and CEO of Salomon Brothers (1992–1997). Age 58.

Kenneth (Ken) Olisa Non-executive director; member of the Audit Committee. Non-executive director of BioWisdom and Open Text Corporation. He is a Liveryman of the Worshipful Company of Information Technologists, a Freeman of the City of London, Chairman of homelessness charity, Thames Reach Bondway, a Governor of the Peabody Trust and a Director and Trustee of Reuters Foundation. Former Chairman (2000–2006) and CEO of Interregnum plc which he founded in 1992. Former Senior Vice President and General Manager of Wang Europe, Africa and the Middle East (1981–1992) and his career began at IBM (1974–1981). Former Director of uDate.com, Metapraxis Adaptive Inc. and Yospace Technologies Ltd and former Postal Services Commissioner. Age 54.

Richard (Dick) Olver Non-executive director; Chairman of the Audit Committee; member of the Nominations Committee and Senior Independent Director. Chairman of BAe Systems PLC since July 2004. He worked for BP PLC and was Deputy Group Chief Executive (2003–2004) and CEO of BP Exploration & Production Division (1998–2002). A Fellow of the Royal Academy of Engineering. A Guardian of New Hall School. Age 59.

Ian Strachan Non-executive director; Chairman of the Remuneration Committee; member of the Nominations Committee. Non-executive director of Transocean Inc., Johnson Matthey PLC, Xstrata PLC and Rolls Royce Group PLC. Former Chairman of Instinet Group, former Non-executive director of Harsco Corporation, Deputy Chairman of Invensys PLC (1999–2000) and Chief Executive Officer of BTR PLC (1996–1999). Former Deputy Chief Executive Officer (1991–1995) and Chief Financial Officer of Rio Tinto PLC (1987–1991). Also a former Non-executive director of Commercial Union PLC (1991–1995). Age 62.

Charles Sinclair retired from the Board on 6 December 2005.

Senior managers

Anne Bowerman Interim Group HR Director. Anne joined Reuters in 1995. She held a variety of HR roles within Reuters, including Head of Learning & Development, prior to being appointed to her current role in July 2005. Before joining Reuters, Anne was HR Director for an information technology company. Age 50.

Christopher Hagman Managing Director, Global Sales & Service Operations. Christopher joined Reuters in 1987, based in Sweden, and has held various senior sales and general business management positions in Sweden, the Netherlands and the UK before being appointed to his current post in April 2001. Christopher was appointed as a Member of the Executive Board of the Community of European Management Schools and Internal Companies in December 2005. Age 47.

Geert Linnebank Editor-in-Chief and Global Head of Content. Geert became Editor-in-Chief in 2000 having held various editorial roles. He was appointed Chairman of Reuters Foundation in March 2004 and President and Director of Reuters Foundation Inc. in September 2005. Before joining Reuters in 1983, he was a correspondent, EC and Belgium, for AP-Dow Jones – Brussels. Age 49.

Rosemary Martin General Counsel and Company Secretary. Rosemary joined Reuters in 1997 as Deputy Company Secretary and became Company Secretary in 1999. Appointed General Counsel in 2003. Rosemary has been the Director of Reuters Foundation since 2000. Former Partner at Mayer, Brown, Rowe & Maw for nine years. Non-executive director of HSBC Bank PLC. Member of Financial Services Authority Listing Authority Advisory Committee. Age 45.

Susan Taylor-Martin Global Head of Corporate Strategy. Susan joined Reuters in 1993, during which time she has held a number of management roles including running the global news product group and the global equities business. Susan was appointed to her current role in 2004. Prior to joining Reuters, Susan worked in Corporate Finance, specialising in mergers and acquisitions. Age 41.

Simon Walker Director of Corporate Marketing & Communications. Simon joined Reuters in 2003. Prior to joining Reuters, Simon was Communications Secretary at Buckingham Palace and Director of communications at British Airways PLC. Simon is a Trustee of the charity, UK-NZ Link Foundation and a Director of Communicor Public Relations and Awaroa Partners. Age 52.

Michael Sayers resigned from the GMC on 21 September 2005 and left Reuters on 31 December 2005. Christian Verougstraete resigned from the GMC and Reuters on 2 October 2005. Alex Hungate stepped down from the GMC on 30 June 2005 to take up his role as Managing Director for Asia. Stephen Dando will be joining Reuters as Group HR Director and a member of the GMC in April 2006. Roy Lowrance has been appointed Chief Technology Officer of the Group and will join the GMC in March 2006.

Corporate governance and statement of directors' responsibilities

01 Statement on corporate governance compliance

Corporate governance – the system by which the Group is directed and controlled – is important for Reuters. The strength of the Group's corporate values, its reputation and its ability to deliver its business objectives depend, amongst other things, on the effectiveness of its corporate governance system.

External influences on the Group's approach to corporate governance are:

- the laws to which it is subject;
- the rules which apply as a company listed on the London Stock Exchange and on NASDAQ in the US;
- the regulations applied by financial services regulators around the world; and
- the guidance given by investors and others interested in seeing good governance applied in practice.

Reuters monitors and responds to these, particularly in the UK and US which are where most of the company's shareholders are located, continuously improving the Group's internal governance systems.

Throughout 2005, the Group has complied with the Combined Code on Corporate Governance published in July 2003, save that no individual member of the Audit Committee has been identified by the Board as having 'recent and relevant financial experience' (code principle C3.1) . However, in common with all the non-executive directors, the members of the Audit Committee are experienced and influential individuals, having the skills described in their biographies in 'Directors and senior managers' (see pages 32 and 33) and the Board considers that, collectively, the members have the attributes required to discharge properly the Committee's responsibilities.

The Group also complies with all SEC and NASDAQ governance requirements, with the exception of two provisions of the NASDAQ governance rules. The company has received waivers from NASDAQ to both exceptions on the basis that compliance with the rules would be contrary to standard UK business practice. Since 1988, Reuters has operated under a waiver of NASDAQ's requirement that all shareholder meetings require a quorum of at least one-third of outstanding voting shares; instead, the company's Memorandum and Articles of Association (Articles) provide, as is typical for English public companies, that a quorum shall consist of any two shareholders. In 2004 the company also received a waiver from NASDAQ's provisions requiring shareholder approval of employee share-based incentive schemes. Reuters seeks and has received shareholder approval of its employee share-based incentive schemes to the extent required by UK regulation, including the UKLA Listing Rules.

02 Reuters Trust Principles

The Group's internal system of governance begins with Reuters Trust Principles (see 'Information for shareholders – Memorandum and Articles of Association – The Reuters Trust Principles and The Founders Share Company' on pages 119 to 120) which are designed to protect Reuters integrity and independence and represent the core values at the heart of Reuters business. They are set out in the company's constitutional documents and in the code of conduct which applies to every Reuters employee. The Trust Principles are a fundamental part of the Reuters brand.

The directors are required by the Articles to have due regard to the Trust Principles insofar as they are capable of being observed in accordance with their other duties as directors. Thus the Trust Principles are integral to the Board's approach to the company's business.

03 The Board

Board composition and directors' independence

Niall FitzGerald chairs the company's Board. He met the independence criteria set out in the Combined Code when he was appointed. His significant commitments, other than Reuters, are being a member of the World Economic Forum's Foundation Board and Chairman of the Nelson Mandela Legacy Trust (UK).

Reuters has three executive directors: CEO, Tom Glocer; Chief Financial Officer (CFO), David Grigson; and President of Business Divisions, Devin Wenig.

In addition to the Chairman, there are seven non-executive directors on the Board. Dick Olver, who is the senior independent non-executive director, is available to shareholders if they have concerns. No meetings with Dick Olver were requested by shareholders during 2005. The quality of the individual directors, the balance of the Board's composition and the dynamics of the Board as a group, ensure both the Board's effectiveness and the inability of an individual or small group to dominate the Board's decision making. The Board has determined that each of the non-executive directors is independent in character and judgement by reason of his or her personal qualities, and that each of the non-executive directors is 'independent' as that term is defined in NASDAQ and SEC governance requirements.

Each executive director receives a service contract on appointment (see the Remuneration report for further information) and each non-executive director receives a letter setting out the terms of the appointment. Copies of the service contracts and non-executive directors' letters of appointment are available to shareholders from the Company Secretary on request. The non-executive directors' appointment letters specify that the appointment is for a term of six years, subject to review after three years. Dick Olver continued to hold office beyond the initial six-year term at the request of the Board. On 1 December 2006 Dick Olver will have served on the Reuters Board for nine years. In view of this, his continuing role as a director of the company and as the senior independent non-executive director has been discussed by the Chairman with representatives of the major shareholders of the company. During the discussions the Chairman explained the value of continuing to have available to the Board Dick Olver's skills, experience and detailed knowledge of Reuters, particularly in view of the fact that over half of the non-executive directors have less than two years' experience on the Reuters Board. The major shareholders' representatives support Dick Olver's continuation as a director.

The Articles provide that at each AGM any director appointed since the last AGM shall stand for election by the shareholders and one third of the directors shall retire from office by rotation and be eligible for re-election by the shareholders. However, to recognise that some shareholders prefer all the directors to stand for re-election each year, once again at the 2006 AGM each of the directors will retire from office and offer himself or herself for re-election.

Role of the Board and its committees

The Board is responsible for the success of the Group within a framework of controls which enables risk to be assessed and managed. Its aim is for the Group to achieve profitable growth within an acceptable risk profile. It seeks to achieve this by:

- agreeing the strategic framework and keeping it under rigorous review;
- monitoring the implementation of strategy through the operational plans;
- focusing on long-term sustainable value creation;

Back to Contents

- safeguarding the longer-term values of the company, including its brand and corporate reputation;
- overseeing the quality of management and how it is maintained at world-class levels; and
- maintaining a governance framework that facilitates substance and not merely form.

A schedule of matters reserved for the Board's decision identifies those matters that the Board does not delegate to management. It includes the approval of corporate objectives, strategy and the budget, significant transactions and matters relating to share capital. During 2005 the Board focused particular attention on the development of Reuters growth strategy; the acquisition of Telerate and the disposals of Instinet Group and Radianz; brand management; succession planning; performance management and the control environment.

The Board is assisted by its committees. Through the Audit Committee, it satisfies itself on the integrity of financial information and that the financial, operational and compliance controls and systems of risk management are robust. Through the Remuneration Committee, the Board determines appropriate levels of remuneration of executive directors and other senior managers. The Nominations Committee is the forum through which the Board discharges its role in nominating new directors and succession planning. These committees are described in more detail below.

There is a clear division of responsibilities between the running of the Board, which is the Chairman's responsibility, and the running of Reuters business, which is the CEO's responsibility, with the Board having oversight. The division of responsibilities is set out in a document approved by the Board.

Directors' induction, training and information

During 2005, Ken Olisa, Lawton Fitt and Penny Hughes, who joined the Board in 2004, continued their induction. In addition to these directors continuing to expand their knowledge of Reuters business generally, Ken Olisa visited Reuters operations in Thailand and India and Penny Hughes visited Reuters operations in Sweden and Germany. Furthermore, Ken Olisa joined the advisory board which oversees Reuters innovation initiatives. Ken Olisa and Lawton Fitt became trustees of Reuters charitable arm, Reuters Foundation. To help promote diversity within Reuters, Lawton Fitt, Penny Hughes and the Chairman met with groups of women employees in London and New York. Two Board meetings were held outside the UK in 2005, one in Geneva and one in New York, enabling the directors to meet customers and to see aspects of Reuters business in those locations.

Sir Deryck Maughan, who joined Reuters Board on 23 September 2005, received a directors' manual which provides information about Reuters and the operation of the Board and its committees. He also received a series of induction briefings in New York and London to gain insights into the Group. Sir Deryck, like the other directors, has been supplied with Reuters products.

Ongoing training for directors is available as appropriate. The Group's legal advisers and auditors provide briefings to the directors from time to time. In 2005 the directors participated in a workshop on ethical decision-making, based on training which Reuters editorial staff receive. Guest speakers are occasionally invited to join Board dinners to discuss topics of interest with the directors and opportunities are provided for non-executive directors to meet with shareholders, customers and others involved in Reuters business.

Monthly financial information is provided to the directors. Regular and ad hoc reports and presentations are prepared and circulated to the directors in advance of Board meetings, together with minutes and papers relating to the Board's committees, to ensure the directors are supplied, in a timely fashion, with the information they need. They also have access to the Company Secretary who is responsible for advising the Board through the Chairman on all governance matters. The Company Secretary is appointed by, and can only be removed by, the Board. The directors may take independent professional advice at the company's expense. None of the directors sought such advice during 2005 although the Remuneration Committee has appointed an independent adviser, Towers Perrin, which gave advice to the Committee.

Frequency of meetings

The Board met eight times in 2005 and, in addition, held a two-day strategy review meeting in June, building on a series of strategy discussions at Board meetings during the year. The directors attended all the Board meetings in 2005 save that, by prior arrangement, Penny Hughes and Ed Kozel were absent from two meetings and Ken Olisa, Charles Sinclair and Ian Strachan were each absent from one meeting.

Board effectiveness

In 2005, the Chairman held one meeting with the non-executive directors without the executive directors present. It is intended to increase the number of these meetings in 2006.

A comprehensive Board review was undertaken in 2005 in which:

- the Chairman reviewed the performance of the CEO and each individual director;
- the CEO reviewed the performance of the CFO and the President of Business Divisions;
- Dick Olver, the senior independent non-executive director, led a review of the performance of the Chairman;
- Dr Annie McKee of the Teleos Leadership Institute facilitated a Board effectiveness review in which the performance of the Board as a whole and each of the directors was considered;
- Dr McKee also facilitated reviews of the effectiveness of the Audit Committee and the Remuneration Committee; and
- the Board discussed and agreed the Nominations Committee's approach to identifying and recruiting potential future Board members.

The format of the reviews was interviews with the directors and others involved in the work of the Board and its committees, the output from which was thematically analysed and discussed with the person or group being reviewed, as well as with the Chairman. Actions were agreed to address matters identified in the reviews and implementation of these actions will be monitored.

Board committees

The Board delegates specific responsibilities to certain committees. Each committee has its own terms of reference set by the Board. These are available on request from the Company Secretary or at www.about.reuters.com/csr/corporategovernance.

Each year, the Audit Committee reviews and, as appropriate, actively engages in the processes for financial reporting, internal control, risk assessment, audit and compliance assurance, the independence of the company's internal and external auditors and the effectiveness of the company's system of accounting, its internal financial controls and the internal and external audit functions.

Corporate governance and statement of directors' responsibilities continued

Members of the committee during 2005 were Dick Olver (Chairman), Lawton Fitt, Ken Olisa and Ian Strachan (until his retirement from the committee on 8 February 2005). Each member of the committee is considered by the Board to be independent under the Combined Code and according to the SEC and NASDAQ definitions.

The Board has determined that the Audit Committee does not at present include a member who is a 'financial expert', as defined in the Sarbanes-Oxley Act and related SEC rules because the Board considers that none of the members clearly meets all the criteria set out in the relevant definitions nor has the Board identified a member of the committee as having recent and relevant financial experience. However, the Board considers that collectively the members have the requisite skills and attributes to enable the committee properly to discharge its responsibilities. The Company Secretary is secretary to the committee.

The Audit Committee's remit, which is set out in its terms of reference, includes responsibility for:

- the oversight responsibilities described in the above paragraph and for reviewing compliance with laws, regulations, the company's code of conduct and policies;
- approving related party transactions to the extent required under NASDAQ rules;
- monitoring the integrity of the company's financial statements and any announcements relating to the company's financial performance and reviewing significant financial reporting judgements contained in them;
- monitoring and reviewing the effectiveness of the company's internal audit function;
- making recommendations to the Board, for it to put to the shareholders for their approval, regarding the appointment, re- appointment and removal of the external auditor and approving the remuneration and terms of engagement of the external auditor;
- reviewing and monitoring the external auditor's independence and the effectiveness of the audit process and developing and implementing policy on the engagement of the external auditor to supply non-audit services; and
- overseeing the receipt, review and treatment of complaints received regarding accounting, internal accounting controls, auditing and compliance matters, whether through the company's 'whistleblower' confidential helpline or otherwise.

The committee met five times in 2005 with the CEO, the CFO, other officers and the auditors attending as required. The auditors have unrestricted access to the Audit Committee and, in accordance with usual practice, met twice during the year privately with the committee, as did the Head of Internal Audit.

The Chairman of the Audit Committee meets with the Head of Internal Audit and with the external auditors before each Audit Committee meeting. All members of the Audit Committee attended every committee meeting during the year.

The committee reports its activities and makes recommendations to the Board. During 2005 the committee discharged the responsibilities described above. Its activities included:

- formally reviewing the draft annual report and interim statement, respectively, and associated announcements, focusing on the main areas of judgement and critical accounting policies;
- reviewing the findings of the external auditors and the report of the Head of Internal Audit on internal audit activities;
- reviewing the effectiveness of internal control systems, the risk management process and the compliance programme (including the whistleblower programme), paying particular attention to the work being undertaken in connection with section 404 of the Sarbanes-Oxley Act;
- receiving the report of the CEO and the CFO on the processes followed prior to certification being given by them in connection with section 302 of the Sarbanes-Oxley Act;
- reviewing the external audit strategy and the external auditors' report to the committee in respect of the annual report and interim statement;
- keeping under review the proportion of non-audit fees to audit fees paid to the auditors and giving pre-approval to non-audit work undertaken by the auditors;
- reviewing the effectiveness of the internal and external auditors; and
- reviewing a report on the company's corporate responsibility activities.

The Board adopted a code of ethics for the company's CEO and senior financial officers in 2003, in addition to the company's general code of conduct. In 2005, the code of ethics was expanded to include personnel involved in reports and documents that the company files with government agencies and other public communications. No other material amendments to, or waivers in respect of, either code were made during 2005. Copies of the codes are available on request from the Company Secretary and can be viewed at www.about.reuters.com.

The committee monitors adherence to the company's auditor independence policy, which prohibits Group entities from engaging the auditors in activities prohibited by the SEC or the US Public Company Accounting Oversight Board. The policy was revised and approved by the Audit Committee in September 2005. The policy permits the auditors to be engaged for other services provided the engagement is specifically approved in advance by the committee or is approved by the CFO and meets the detailed criteria of specific pre-approved activities and is notified to the committee. However, any services where the expected level of fees is greater than £150,000 or the expected term is longer than one year, must be approved in advance by the committee.

For details regarding fees paid to the Group's auditors, see note 3 to the financial statements on page 60.

The committee may engage, at the company's expense, independent counsel and other advisers as it deems necessary to carry out its duties. None was engaged during the year.

The Remuneration Committee has oversight of executive remuneration policy. Information concerning the Remuneration Committee is set out in the Remuneration report on page 39.

The Nominations Committee makes recommendations to the Board about future appointments of non-executive directors, the Chairman and the CEO and considers recommendations from the CEO to the Board about the future appointment of executive directors. The committee gives due consideration to the Combined Code's provisions relating to directors when making appointments to the Board.

In 2005 the composition of the committee was Niall FitzGerald, Dick Olver and Charles Sinclair. Charles Sinclair stepped down from the committee when he resigned as a director on 6 December 2005. On 24 January 2006 Ian Strachan was appointed as a member of the committee. The committee is chaired by Niall FitzGerald. The Board has determined that these directors are independent under the Combined Code and according to the NASDAQ and SEC definitions. A director may not attend or be involved in any decision concerning him or his successor. The committee has appointed an external adviser to assist it in its work in identifying potential candidates for non-executive directorships. The committee met twice in 2005 and during the year, having identified the skills, experience and attributes which are desirable for Reuters non-executive directors, the committee recommended to the Board the appointment of Sir Deryck Maughan.

04 Executive committees

The Group Management Committee (GMC), which is chaired by the CEO, manages the Group. It comprises the three executive directors and the senior executives listed on page 32. It met twenty-two times in 2005.

A Disclosure Committee, chaired by the CEO, was set up in 2002. Its members comprise the CEO, the CFO, the Global Head of Corporate Communications, the General Counsel and Company Secretary, the Head of Internal Audit, the Global Head of Finance, the Head of External Reporting, the General Counsel for the Americas and the Head of Investor Relations. The committee meets formally at least five times a year to review the Group's trading statements and financial results and to consider the effectiveness of the Group's disclosure controls and procedures. A sub-committee meets on an ad hoc basis to address disclosure matters arising between reporting periods.

05 Relations with shareholders

The executive directors meet regularly with institutional shareholders and analysts. Non-executive directors are offered the opportunity to attend meetings with major shareholders and from time to time some attend the presentations of the annual results to analysts. Niall FitzGerald met with various investors during the year and Dick Olver, in his capacity as senior independent director, responded to emails sent to him by shareholders. No shareholders asked to meet him in person in 2005.

An investor relations department is dedicated to facilitating communications between the company and its shareholders. It provides a regular report on investor relations as part of the routine Board report materials.

The company's AGM is used as an opportunity to communicate with private investors. The chairmen of each of the Board committees are available to answer questions at the AGM, and all directors are expected to attend the AGM. At the AGM the level of proxies lodged on each resolution and the balance for and against the resolution and the number of votes withheld are announced after the resolution has been voted on. At the 2005 AGM, voting using a poll for all resolutions was introduced to replace voting by a show of hands as the Board considers poll voting gives a better representation of shareholders' views. The results of voting at the AGM in 2006 will be available at www.about.reuters.com.

06 Financial reporting

The directors are required by UK company law to prepare financial statements for each financial year which give a true and fair view of the state of affairs of the company and the Group as at the end of the financial year and of the profit and cash flows of the Group for the period. The Group is also required to prepare financial statements in accordance with the requirements of the SEC.

Reuters has complied with both UK and US disclosure requirements in this report in order to present a true and fair view to all shareholders. In preparing the financial statements, the directors have ensured that applicable accounting standards have been followed, suitable accounting policies have been used and applied consistently, and reasonable and prudent judgements and estimates have been made where appropriate. The directors confirm that the financial statements comply with IFRS as adopted by the EU.

The directors have reviewed the budget and cash flow forecasts for Reuters for the year to 31 December 2006. On the basis of this review, the directors are satisfied that the Group is a going concern and have continued to adopt the going concern basis in preparing the financial statements.

07 Risk management, internal controls and disclosure controls and procedures

The directors acknowledge their responsibility for the Group's system of internal control and confirm they have reviewed its effectiveness. In doing so, the Board has taken note of the Guidance on Internal Control (the Turnbull Guidance) contained in the Combined Code, as updated by the version published by the Financial Reporting Council on 13 October 2005.

The Board confirms that it has a process for identifying, evaluating and managing significant risks faced by the Group. This process, which accords with the Turnbull guidance, has been in place for the full financial year and is ongoing. The control system includes:

- objective setting, risk assessment and monitoring of performance at both strategic and business unit levels though a process known within the company as 'mission analysis';
- the use of 'balanced scorecards' to track performance against targets relating to the financial, business, people and customer aspects of the company's business;
- written policies and control procedures;
- monthly reporting to the Board and senior management which, amongst other things, tracks performance against the annual budget;
- systems to communicate rapidly to appropriate managers incidents requiring immediate attention; and
- regular review meetings by the CEO and CFO with each GMC member which cover the performance, risks and controls for which the GMC member is responsible.

In a group of the size, complexity and geographical diversity of Reuters it should be expected that breakdowns in established control procedures might occur. There are supporting policies and procedures for reporting and management of control breakdowns. The Board considers that the control system is appropriately designed to manage, rather than eliminate, the risk of failure to achieve business objectives and can only provide reasonable and not absolute assurance against material misstatement or loss. The concept of reasonable assurance recognises that the cost of a control procedure should not exceed the expected benefits.

Using a common risk management framework throughout Reuters, each of the principal business and functional units summarises the risks that could impede the achievement of its objectives. For each significant risk, line managers document an overview of the risk, how

Back to Contents

it is managed and any improvement actions required. A document called a 'risk radar' is created which sets out the main strategic and operational risks that have been identified. This document is reviewed by the GMC and the Board.

At the year end, before producing the above statement on internal control in the annual report and Form 20-F, the CEO and CFO meet with members of the GMC and others to consider formally the operation and effectiveness of the company's risk management and financial, operational and compliance internal control systems. This review includes consideration of self-assessment reports from line management and covers each of the most significant risks the company faces and how well these are controlled and managed. The CEO and the CFO report on the results of this review to the Audit Committee and to the Board. The Disclosure Committee (described on page 37) supports the process by reviewing disclosure controls and procedures.

Whilst Instinet Group was part of the Group, it had its own systems of risk management and internal controls on which it reported to its shareholders. Reuters executive directors were members of the Instinet Group board, and Reuters CFO was a member of Instinet's Audit Committee, until its disposal on 8 December 2005. The board of Factiva, which includes Reuters representatives, has responsibility for adopting processes for identifying, evaluating and managing significant risks in its business. The board of Radianz, which included Reuters representatives until its disposal on 29 April 2005, also had responsibility, while Radianz was part of the Group, for adopting such processes.

In addition to the self-assessment and management review procedures, the Group monitors its internal financial control system through a programme of internal audits. Internal auditors independently review the controls in place to manage significant risks and report to the Audit Committee twice a year. The Audit Committee reviews the assurance procedures annually, including compliance controls, and reports its findings to the Board.

The Group's external auditors, PricewaterhouseCoopers LLP, have audited the financial statements and have reviewed the work of internal auditors and the internal control systems to the extent they consider necessary to support their audit report. The Audit Committee has met the internal auditors and PricewaterhouseCoopers LLP to discuss the results of their work.

During 2005, Reuters management, the Audit Committee and the Group's external auditors considered the accounting treatment of the RPF.

The RPF is a hybrid pension scheme which has been in existence since 1893. It has been accounted for as a defined contribution plan, since at least 1984 when the Group went public, under both UK GAAP and US GAAP. Under the RPF's rules, the Group is not able to access any surplus in the RPF. Although Reuters and employees make defined contributions to the fund, the RPF does not provide for contributions to be made to individual participant accounts. In 2005, management determined that the accounting for the RPF had been incorrect under US GAAP.

There was no impact on the Group's previously reported UK GAAP profit and loss account and balance sheet. As disclosed in the Group's Form 20F/A dated 21 February 2006, amending the Group's 2004 annual report and Form 20-F, following the change in accounting for the RPF, certain US GAAP financial information was restated. The impact of the restatement on prior year US GAAP results was to increase both reported net income before taxes and net equity in four of the five years (2000-2004). Management therefore determined that there was a material weakness in the Group's internal control over financial reporting with respect to US GAAP accounting as at 31 December 2004.

The Group has taken a range of steps to remediate this material weakness. The remedial actions aimed at strengthening controls over US GAAP, which are continuing, include:

- More comprehensive US GAAP training of head office finance staff, supported by external advisors;
- Operating a more tightly controlled process for the Group's US GAAP reconciliation, which has involved moving away from the previous off-line spreadsheet reconciliation methodology to a more comprehensive systems-based methodology;
- Reconciliation of the material differences between UK GAAP, US GAAP and IFRS highlighting, in particular, differences between IFRS and US GAAP as at 31 December 2004 and 31 December 2005; and
- Improving documentation of US GAAP adjustments as at 31 December 2004 and 31 December 2005 as part of our preparation for Sarbanes-Oxley section 404 compliance.

At the end of 2005, Reuters management carried out an evaluation of the effectiveness of the design and operation of the Group's disclosure controls and procedures. These are designed to ensure that information required to be disclosed in reports filed under the Securities Exchange Act of 1934 is recorded, summarised and reported within specific time periods. Based on this evaluation, the CEO and the CFO concluded that, taking into account the matter noted above, the design and operation of these disclosure controls and procedures were effective as at 31 December 2005 to a reasonable assurance level (within the meaning of the US federal securities laws).

With the exception of the steps noted above, no significant changes were made in the Group's internal controls over financial reporting during the period covered by this report that materially affected, or are reasonably likely to affect materially, the Group's internal control over financial reporting.

Reuters annual report and Form 20-F for 2006 is also expected to contain an internal control report, so Reuters management have taken during 2005, and will be taking throughout 2006, steps in preparation for the Sarbanes-Oxley Act, section 404 reporting and attestation requirements that are scheduled to be met in respect of the financial year ending 31 December 2006.

By order of the Board

Rosemary Martin
General Counsel & Company Secretary
10 March 2006

Remuneration report

This report sets out Reuters executive remuneration policy, structure and details of the remuneration received by directors and senior managers for the year ended 31 December 2005. Shareholders will be invited to approve this report at the AGM on 27 April 2006.

01 Consideration of remuneration matters – general

The Board has overall responsibility for determining the framework of executive remuneration and its cost, and is required to take account of any recommendations made by the Remuneration Committee. Through formal terms of reference, the Board has delegated to the Remuneration Committee oversight of the specific remuneration packages for the executive directors and consideration of executive remuneration issues generally, including the use of equity incentive plans. Specifically, it is tasked with setting remuneration for the executive directors. It also reviews the CEO's proposals for the remuneration of the GMC members and other designated senior executives.

The Remuneration Committee consists solely of non-executive directors. All members of the Remuneration Committee have been determined by the Board to be independent as defined by NASDAQ. Its current members are Ed Kozel, Penny Hughes and Ian Strachan. On 20 July 2005, Charles Sinclair resigned as Chairman of the Remuneration Committee, with Ian Strachan succeeding him. Charles Sinclair remained as a member of the Committee until his resignation from the Board on 6 December 2005. The Company Secretary is secretary to the Remuneration Committee. The Remuneration Committee met seven times in 2005. All members were present at each meeting except that Ed Kozel, Penny Hughes and Ian Strachan were each absent once.

The CEO and the Chairman may attend meetings of the Remuneration Committee. Neither is present at any discussion concerning his own remuneration. During 2005, internal advice was provided by the Global Head of Human Resources, the Global Head of Performance & Reward, Tom Glocer and David Grigson. The terms of reference permit the Remuneration Committee to obtain its own external, independent advice on any matter, at the company's expense. Towers Perrin were appointed as independent advisers to the Remuneration Committee on 20 July 2005. Towers Perrin has provided salary data to Reuters. This is routine information and independent of the advice provided to the Remuneration Committee.

02 Chairman and non-executive directors

The Chairman's remuneration is determined by the Board. In reaching future decisions on appropriate fee levels, the Board will continue to have regard to the remuneration arrangements of chairmen of other UK listed companies of a similar size and complexity.

As Chairman, Niall FitzGerald receives an annual fee of £500,000. This fee is fixed until 1 October 2007. The company does not provide a pension contribution to him.

Details of non-executive director appointments are contained on page 31. Niall FitzGerald and the non-executive directors have letters of engagement rather than service contracts and are not eligible to participate in executive share plans. No letter of engagement contains any provision for compensation in the event of termination outside of the periods referred to on page 34.

The dates on which each non-executive director joined the Board are detailed below.

Non-executive director	Board joining date
Charles Sinclair	January 1994
Ed Kozel	February 2000
Ian Strachan	April 2000
Niall FitzGerald	January 2003
Ken Olisa	April 2004
Dick Olver	September 1997
Penny Hughes	July 2004
Lawton Fitt	July 2004
Sir Deryck Maughan	September 2005

Reuters shareholders determine the remuneration paid to the non-executive directors. From 1 January 2005, this has been set at £50,000 per annum.The Board determines the additional fees payable to each non-executive director who chairs a Board committee. For 2005, these were £15,000 per annum, £10,000 per annum and £5,000 per annum for chairing the Audit, Remuneration and Nominations Committees respectively. Dick Olver, the senior independent non-executive director, receives an additional £5,000 per annum for this role. Niall FitzGerald is Chairman of the Nominations Committee and he has waived receipt of any committee chairmanship fees. In addition, non-executive directors who are resident outside Europe are eligible to receive a travel allowance of £5,000 for each Board meeting attended in the UK.

03 Executive directors

The Remuneration Committee's policy is that remuneration and incentive arrangements are market-competitive, consistent with best practice and support the interests of shareholders.

In practical terms, this means that the reward structure for executive directors should attract, motivate and retain high-calibre individuals capable of successful leadership. To achieve this in a global business environment, Reuters executive remuneration must reflect the competitive practices of its principal competitors and the other multi-national businesses with which it competes for talent. Market-determined executive compensation, with a heavy emphasis on the variable remuneration elements, is the best way to ensure that Reuters has the high-performing executive directors necessary to achieve its immediate and longer-term strategic objectives. The Remuneration Committee ensures that the quantum of remuneration received by the executive directors is aligned with returns to shareholders.

Reuters continues to ensure that a substantial proportion of executive reward is variable and dependent upon performance, with both corporate and personal performance affecting total executive remuneration. Basic pay represents a quarter or less of the target earnings potential. The executive directors are eligible for a cash bonus.

In 2005, excluding pension contributions, the targeted composition of each executive director's remuneration was as follows:

	Fixed	Variable		
	Base pay %	Bonus %	Long-term incentives %	Total %
Tom Glocer	18.8%	28.2%	53%	100%
David Grigson	25%	25%	50%	100%
Devin Wenig	22.5%	22.5%	55%	100%

Executive directors are required to build and maintain a personal equity stake in the company. This personal shareholding policy requires each executive director to accumulate a personal holding worth twice his basic salary within five years. If the policy requirements are not met, then the Remuneration Committee may recommend that it is inappropriate to grant further awards to that individual.

04 Remuneration framework

It is Reuters general policy to construct executive remuneration packages that are business-driven, performance-sensitive and market-competitive. The Remuneration Committee reviews awards to executive directors and other senior managers to ensure that remuneration remains aligned to this policy. This policy is described in more detail below. The Remuneration Committee has monitored the transition to IFRS to ensure that performance is measured consistently. To safeguard Reuters ability to recruit and retain the best senior executives, the Remuneration Committee maintains the freedom to negotiate terms of employment on an individual basis, taking account of the circumstances of each individual.

Basic salary and benefits

In formulating and reviewing pay packages for the executive directors, the Remuneration Committee receives comparator group information and assistance from independent remuneration consultants. In 2005, the Remuneration Committee reviewed the comparator group and reaffirmed its relevance. Currently, the comparator group comprises the FTSE 100 companies minus the top and bottom five companies as the main UK reference point. These companies were selected to ensure both stability in the comparator group as well as relevance to the company's position in the market.

Reuters maintains a salary structure with salary ranges based upon the mid-market of a comparator group of companies. Individual salaries are positioned at an appropriate point within the salary range. The Remuneration Committee reviews salaries and other rewards on a regular basis to ensure that the structure is maintained.

Non-cash benefits are provided to executive directors and the Chairman in line with normal market practice and detailed on page 44. All executive directors receive a company car or an allowance and private healthcare benefits. Death and disability benefits are also provided to each executive director. Niall FitzGerald does not receive any death, disability or other benefits. Under the terms of Tom Glocer's relocation agreement, Reuters provides accommodation in the UK and pays home leave expenses for him and his family. Tom Glocer's salary has been unchanged since his appointment in 2001.

Pensions

All executive directors participate in defined contribution arrangements. Since April 1999 it has been Reuters policy that all new UK employees, including executive directors, are offered participation in a defined contribution pension plan. In the case of UK executive directors, in lieu of pension provisions above the statutory earnings cap (where applicable) an additional taxable cash allowance is granted. The Remuneration Committee may substitute certain benefits following changes to UK pensions legislation. However, there is no intention to provide any additional compensation as a consequence of such changes. In the US, all employees are offered participation in a defined contribution (401K) plan. In lieu of a contribution on salary above the tax qualified limit, an additional contribution is granted to a Supplemental Employee Executive Retirement Plan (SERP). The SERP is unfunded.

Annual performance-related bonus

The Remuneration Committee determines performance targets annually. Bonus payments are non-pensionable. In 2005, the executive directors were eligible for an annual cash bonus, with a maximum level of 100% of base salary for all but Tom Glocer, whose maximum level was 150% of salary. In February 2006, the Remuneration Committee considered 2005 performance, relative to the specified targets, and determined that the executive directors had earned bonuses of 72% of bonus potential.

2005 was the final year of the Fast Forward programme. During 2005, recognising the importance of revenue and cost targets during this period of significant transformation, the Remuneration Committee increased the focus on achieving the financial results associated with the Fast Forward programme. As such, 80% of the maximum bonus potential was measured against Target Trading Profit, budgeted revenue and free cash flow targets. The remainder was determined by customer satisfaction results. For 2006, the bonus will continue to focus on financial performance and customer satisfaction measures in the same proportion as in 2005. The bonus potential for Tom Glocer will remain at 150% of salary. The bonus potential for David Grigson and Devin Wenig will be 125% of salary.

There is a profit threshold, based on Target Trading Profit, below which no bonuses will be paid. The Remuneration Committee reviews the business plan and establishes this threshold each year.

Equity incentive plans

In 2004, the Remuneration Committee introduced an Annual Bonus Profit Sharing Plan and a Restricted Share Plan as discussed below. Executive directors do not normally participate in these Plans and they have not done so since their introduction.

The executive directors participate in a discretionary stock option plan (DSOP) and a long-term incentive plan (LTIP) designed to reward longer-term performance. Details of all share incentive awards outstanding for each executive director serving during 2005 are set out on pages 46 and 47.

Equity awards for executive directors are subject to the performance conditions applicable to the relevant plan. Towers Perrin provides data to the Remuneration Committee that models the expected values for equity awards. The Remuneration Committee has completed a review of remuneration arrangements, including the structure of equity plans to ensure that they remain in line with best practice and are also in alignment with the strategic business plan.

This review included consultation with a number of the company's major shareholders as well as the main representative bodies, the Association of British Industry (ABI) and the Research Recommendations and Electronic Voting Services (RREV) (a joint venture between the National Association of Pension Funds (NAPF) and Institutional Shareholder Services (ISS)). It was decided to continue to operate the LTIP and the DSOP but to increase the proportion of performance shares and to reduce the number of share options awarded, effectively rebalancing the quantum of share options and performance shares, placing more emphasis on performance shares. The Remuneration Committee also plans to maintain the overall expected value of the equity incentive plans at a comparable level to the 2005 level. These are described in more detail below.

It is also the Remuneration Committee's intention to fix, at least for 2006 and 2007, the number of shares over which options will be granted under the DSOP and the number of conditional shares which will be awarded under the LTIP. This will bring greater transparency, shareholder certainty and consistency to the equity element of remuneration. Details of the number of shares awarded under each plan are included in the relevant section below.

Back to Contents

In 2001, the Remuneration Committee obtained shareholder approval to dis-apply 'inner' dilution limits. The Remuneration Committee conducts regular reviews to ensure that the dilutive impact of equity plans remains within appropriate levels. The projected dilution rate for the 2006 awards is below 1% of issued share capital.

LTIP Since 1993, Reuters has operated a long-term incentive plan that seeks to encourage and reward long-term growth in shareholder value. It is Reuters practice to make an annual award of contingent share rights to executive directors and to those senior managers most able to influence corporate performance. From 2003, awards have been based on the fair market value per share using option pricing methodology. The fair market value ascribed to each share for LTIP purposes in 2005 was 43.8% of current market value. The LTIP's performance is assessed by reference to the company's relative total shareholder return (TSR) measured against the FTSE 100 over the performance period.

As a matter of good practice, TSR performance is measured independently prior to review by the Remuneration Committee.

The Remuneration Committee considers that relative TSR remains an appropriate measurement criterion for the LTIP. Whilst endorsing relative TSR as a measure, the Remuneration Committee recognises that Reuters does not fall naturally into any one of the existing FTSE industrial sectors. Accordingly, following a review, the Remuneration Committee continues to believe that the FTSE 100, rather than one individual sector or a bespoke peer group e.g. media and photography, remains the most appropriate peer group for comparison purposes. For awards made in 2006 and subsequently, this criterion will apply to determine the vesting for 50% of the initial award. The remaining proportion of the award will be determined by Reuters achievement of preset Profit Before Tax (PBT) growth achieved over the three year performance period. The performance range will be calibrated by the Remuneration Committee at the commencement of each performance period.

For both the preset PBT growth element and the TSR element one third of the full award will vest for threshold performance. This is the median of the FTSE 100 for the TSR element and growth equivalent to at least 8% a year for the PBT element.

For awards made in or prior to 2003 that do not vest or only partially vest after three years, the plan permits the measurement period to be extended by up to two years under a re-testing provision. Awards granted in 2000 and 2001 did not meet the performance condition required for vesting and accordingly, these awards lapsed. At the 2004 AGM and for grants from 2004, shareholders approved the removal of the re-testing provision.

For 2005 awards, Reuters relative TSR ranking determines the extent to which plan awards will vest. Reuters must achieve median TSR performance for a proportion of the award to vest; full vesting only occurs for top quartile performance. Awards that do not meet at least the median performance condition on completion of the performance period will lapse. As noted above, future awards of shares subject to the TSR test will continue to vest in full for top quartile performance, with one-third of the initial award vesting for median performance, and with proportionate vesting for incremental performance between these points. Details of the awards for 2005 are set out in the table on page 46.

The pre-set vesting criteria for awards which vested during 2005 or which have not yet vested are shown in the following table together with the actual ranking at 31 December 2005 (or on vesting if earlier). Awards granted prior to 2004 that vest under the plan are not released until at least five years from the date of grant.

	Pre-set vesting criteria		
Date measurement period commenced	Rankings for 100% vesting	Rankings for zero vesting	**Ranking at 31 December 2005**
1 January 2001	1 to 25	51 to 100	**86**
1 January 2002	1 to 25	51 to 100	**93**
1 January 2003	1 to 25	51 to 100	**71**
1 January 2004	1 to 25	51 to 100	**6**
1 January 2005	1 to 25	51 to 100	**70**

In order to smooth the opening and closing points of measurement, the average of the daily closing prices for the immediately preceding twelve months, together with any dividends paid, is used to calculate the TSR. Shares awarded under the plan will continue to be met from existing shares held by Reuters Employee Share Ownership Trusts (ESOTs). The costs are charged to the profit and loss account over the vesting periods.

For 2006, a fixed award will be granted to each executive director as noted above. These will be 500,000 shares for Tom Glocer, 200,000 shares for David Grigson and 250,000 shares for Devin Wenig.

DSOP A global discretionary stock option plan was adopted by the Remuneration Committee in October 2000 and approved by shareholders in April 2001. It aims to reward growth in earnings and in the share price. With effect from 2004, to reduce the dilutive impact DSOPs have on shareholders' interests and to allow the introduction of a plan better targeted at the general employee population, the number of participants was reduced significantly. Participation will normally be confined to executive directors and members of the GMC. Other employees may be eligible to participate in the Restricted Share Plan (see below).

Specific performance conditions apply to each option grant to executive directors.

For awards granted from 2001 to 2004, the Remuneration Committee could approve the re-testing of performance up to twice, in the event the performance condition was not met, by extending the performance period by up to two years with an increase of 3% in the hurdle rate of Earnings Per Share (EPS) growth as calculated under UK GAAP for each year added to the performance period. If the target rate was not met by the end of the fifth year, the options would lapse.

These performance conditions were established in 2001 to retain management focus on earnings in a particularly challenging market.

The performance conditions have been measured for the 2001, 2002 and 2003 grants. The performance conditions were not met for the 2001 and 2002 grants. The 2001 grant will lapse and, under the legacy re-testing provisions, the 2002 grant will be subject to a final retest against basic EPS performance for 2006. The 2003 award did meet the performance conditions and, accordingly, the 2003 DSOP award has vested.

For awards granted from 2004, the re-testing provisions have been removed and new awards will not permit any extension of the measurement period. If the awards do not meet the EPS performance condition upon completion of the initial performance period they will lapse.

Options granted to executive directors in 2004 and 2005 can vest only if the percentage growth in EPS exceeds the percentage growth in the retail price index by more than 9% over the three year performance period.

Back to Contents

The executive directors are contractually entitled to participate in the DSOP. 2005 awards are detailed in the table set out on page 40. It is the Remuneration Committee's practice to divide participants' annual entitlements into two awards, normally made following the announcement of preliminary annual and half-yearly results.

For 2006 and 2007 awards, the Remuneration Committee has introduced a more demanding target to determine the extent to which options will be exercisable, introduced sliding scale vesting provisions and extended the period over which shares can be released from the plan. A minimum level of 6% a year growth in EPS will be required for half the options to vest; 9% a year will be required for all options to vest. For rates of growth between 6% and 9% options will vest on a proportionate basis. Furthermore, whereas all options may be exercised at present three years after grant provided that the performance test is met, executive directors will only be permitted to exercise 50% of the vested options after the initial three year period. The remaining options will only be exercisable, in two equal tranches, one and two years later.

It is proposed that a fixed number of share options be established for granting to each executive director and that these are granted in equal measure over the next two years. For 2006, Tom Glocer will receive 1,250,000 options, David Grigson and Devin Wenig will each receive 500,000 options and 650,000 options, respectively.

Since 2001, in addition to the requirements applicable under the plan rules, share options granted under the DSOP have been granted on terms that require recipients, who are subject to the UK national insurance regime, to pay that proportion of national insurance contributions normally attributable to the employer in addition to the proportion normally payable by the employee. The quantum of options awarded was not increased to reflect the transfer of this liability from Reuters to the recipient.

At the time of its introduction, it was envisaged that the above approach would become standard market practice. However, market practice has not evolved in this way and accordingly the approach operated by Reuters is inconsistent with market norms. In light of this and other factors, including a desire to optimise the effect of incentive plans and to operate plans in a consistent manner across geographical borders, the Remuneration Committee, having taken independent advice, decided that any future share options would not be granted on the above basis and that the employer's national insurance liability would be borne by Reuters. It was considered that such action would result in the DSOP being a more effective incentive. This approach has the additional benefit of all executive directors being treated on a more equitable basis.

SAYE Plan An all-employee international savings-related share option plan is offered in which the executive directors are eligible to participate. Participants save a fixed monthly amount of up to £250 (subject to a maximum, established annually for each offer) for three years and are then able to use their savings to buy shares at a price set at a 20% discount to the market value at the start of the savings period. In line with market practice, no performance conditions are attached to options granted under this plan. For the 2005 offer, the fixed monthly savings amount was established at a maximum of £100 per month with a three year savings period.

Annual Bonus Profit Sharing Plan (ABPSP) On 18 December 2003, Reuters announced its intention to introduce a new profit-sharing plan across the all-employee population. This plan was introduced to focus employees on reward for profit growth. Executive directors and members of the GMC did not participate in this plan in 2005.

A decision is taken on an annual basis to operate the plan for the forthcoming year. Reuters has determined that this plan will operate for 2006. Payments under the plan were typically made in the form of shares which were normally subject to a 12 month vesting period with automatic release thereafter. To simplify the operation of the plan, payments in the future, including under the 2005 plan, will be made in cash. For 2005, participating employees will receive an award equivalent to 1% of an employee's eligible salary.

Restricted Share Plan (RSP) On 17 April 2004, at the AGM, the shareholders approved the introduction in 2004 of the RSP. Currently restricted shares will not normally be granted for long-term incentive purposes to executive directors or members of the GMC. It is intended that, other than for executive directors and GMC members, employees will be eligible to participate in this plan instead of the DSOP. This plan enables Reuters to provide market competitive remuneration, whilst reducing the dilution impact to shareholders. Other than in 2004, the year of introduction, employees would generally not be eligible to participate in the DSOP and the RSP in the same year. The RSP is normally granted with a four-year vesting period, shares vesting 25% each year.

Legacy plans The following four plans are legacy plans under which Tom Glocer and Devin Wenig received awards prior to becoming executive directors. It is not intended that executive directors should receive any further awards under these plans.

Performance related share plan (PRSP) This plan operated from 1995 to 2001 and targeted senior executives not participating in the LTIP. Tom Glocer and Devin Wenig hold awards granted before they became executive directors. All outstanding awards have now lapsed. The performance condition was the same as for the LTIP, although vested shares could be released three years after grant.

Deferred bonus share plan (DBSP) Restricted share awards were made in 2000 as a special retention bonus to a total of around 100 senior managers, excluding the executive directors in office at that time. As a retention tool, and in line with the then market practice, they were made conditional only on remaining in employment until the shares vested. These awards vested in February 2002 and February 2003. Tom Glocer retained all of the shares that vested, meeting the statutory deductions and taxes from his own resources.

Executive stock option plan (ESOP) Tom Glocer participated in an executive stock option plan operated in 1993 and 1994 prior to being appointed to the Board. Options under the plan carry no performance conditions and vested automatically on the third anniversary of grant. All options awarded to Tom Glocer under this plan have lapsed.

Plan 2000 A one-off all-employee option grant was made in 1998 in order to support the retention of employees over the millennium period. In common with such all-employee plans, there is no performance condition to be satisfied. All employees, including the executive directors, were given the opportunity to apply for an option to acquire 2,000 shares at an exercise price of £5.50 per share. These options became exercisable in September 2001 and lapsed in September 2005. A small supplementary grant was made to new employees in March 1999, at an option price of £8.14 and these will normally expire in March 2006.

05 Performance graph

Reuters TSR for the five years to 31 December 2005 compared with the return achieved by the FTSE 100 index of companies is shown below. This index is used as the comparator group for the performance conditions attached to the LTIP and PRSP referred to above. The

Back to Contents

calculations assume the reinvestment of dividends. Performance in respect of individual awards is shown on pages 41 and 42.

06 Subsidiary undertaking share plans

Reuters divested its interest in Instinet Group on 8 December 2005 and consequently no subsidiary undertaking share plans are significant.

07 Service contracts

It is Reuters policy that new executive directors be offered notice periods of not more than one year. Reuters recognises, however, that, in the case of appointments from outside the company, a longer notice period may initially be necessary, reducing to one year subsequently. In light of this, the Remuneration Committee will consider termination provisions to ensure that appropriate provisions are in place in the event of the termination of any executive director's service contract.

Tom Glocer has a service contract, with an effective date of 23 July 2001, normally terminable by him on 90 days' notice or, where due to the company's fault, on 30 days' notice. The company may terminate without cause on 30 days' notice. In the event of termination by Tom Glocer due to the company's fault, or by the company without cause, or in the event of a change of control, Tom Glocer's compensation will be limited to a maximum of 12 months' accrued benefits being annual-salary, annual bonus and pension contributions.

In the event of a non-fault termination, Tom Glocer retains the benefit of any outstanding share plan awards as if his employment had not ceased. In addition, Tom Glocer and his family retain the life assurance and private healthcare benefits provided by Reuters for one year following termination.

David Grigson's and Devin Wenig's contracts have effective dates of 21 June 2001 and 17 February 2003 respectively, and can be terminated on one year's notice. Any termination payment will not exceed an amount equal to the sum of annual salary, bonus and 12 months' pension contributions paid by Reuters.

On a change of control of the company, all the executive directors are entitled to terminate their contracts on one month's notice unless the acquiring party has, within three months of the change of control, agreed to adopt and uphold the Reuters Trust Principles (see page 119). Termination payments of a maximum of 12 months' salary, annual bonus and 12 months' pension contributions are payable to David Grigson and Devin Wenig (and to Tom Glocer as previously detailed) in such circumstances.

All executive directors have contractual terms that limit the ability of an executive director to work for a defined list of competitor companies for a period of time. These provisions are in place to protect intellectual property and commercially sensitive information.

08 Policy on external appointments

Reuters recognises that executive directors may be invited to become non-executive directors of other companies or to become involved in charitable or public service organisations. As the Board believes that this can broaden the knowledge and experience of directors to its benefit, it is Reuters policy to approve such appointments, provided there is no conflict of interest and the commitment required is not excessive. Board approval is required and directors are permitted to retain cash-only fees paid for such appointments. No executive directors retained any fees for external directorships during 2005 except for Devin Wenig who received fees of $17,625 and 3,000 shares of restricted stock, in his capacity as director of Nastech Pharmaceutical Company.

09 Directors' remuneration for 2005

The disclosures required by Part 3 of schedule 7A to the Companies Act 1985 ('the auditable part') are contained within this section.

	Salary/ Fees	Bonus	Benefits[1]	Expense Allowances[2]	Compensation for Loss of Office	**2005 Total**	2004 Total
	£000	£000	£000	£ 000	£000	**£000**	£000
Chairman							
Niall FitzGerald, KBE	500	–	23	–	–	**523**	163
Non-executive directors							
Lawton Fitt[3]	50	–	–	25	–	**75**	25
Penny Hughes	50	–	–	–	–	**50**	25
Ed Kozel[3]	50	–	–	30	–	**80**	65
Sir Deryck Maughan	14	–	–	–	–	**14**	n/a
Ken Olisa[4]	50	–	–	1	–	**51**	35
Dick Olver	70	–	–	–	–	**70**	69
Charles Sinclair	55	–	–	–	–	**55**	60
Ian Strachan[5]	246	–	–	–	–	**246**	243
Executive directors							
Tom Glocer[6]	816	881	269	–	–	**1,966**	2,322
David Grigson[7]	436	324	5	74	–	**839**	872
Devin Wenig[8]	346	266	16	11	–	**639**	686
Total emoluments of directors[9]	2,683	1,471	313	141	–	**4,608**	4,894
Other senior managers as a group (6 persons) (2004: 9 persons)[10]	2,187	1,194	174	182	879	**4,616**	5,026

Notes: For disclosure purposes, all amounts have been rounded up to the nearest thousand. The following conversion rates were used: $1.83: £1 and CHF2.26: £1.

1 Items included under Benefits are those provided as goods and services received during the year.

2 Items included under Expense Allowances are contractual benefits, which are paid in cash rather than as goods and services during the year.

3 The £25,000 to Lawton Fitt and £30,000 allowance to Ed Kozel represent travel allowances to attend UK Board meetings.

4 Ken Olisa's non-executive director fee was paid directly to Interregnum PLC. Ken Olisa received an Expense Allowance of £700.

5 Fees paid to Ian Strachan include $350,000 in respect of his position as a non-executive director (Chairman) of Instinet Group, £50,000 in respect of his position as non-executive director and £4,489 as Chairman of the Remuneration Committee from 20 July 2005.

6 Non-cash benefits received by Tom Glocer included accommodation costs of £228,309, company car and healthcare benefits totalling £28,745 and long-term disability insurance of £1,992.

7 Non-cash benefits received by David Grigson included healthcare benefits of £1,935 and long-term disability insurance of £1,620. Allowances consist of a car allowance of £7,420 and a retirement allowance of £66,560.

8 Devin Wenig's benefits consist of healthcare. Allowances consist of a car allowance of £10,492. Devin Wenig's salary is paid in US dollars and the total amount reflected in the table is contractually split between his role as executive director and President of Business Divisions.

9 The total aggregate emoluments for the directors for the period 1 January 2005 to 31 December 2005 which excludes termination payments were £4,608 million. The total equivalent emoluments for 2004, was £4.9 million, which excludes termination payments.

10 Other senior managers as a group were 8 persons at 1 January 2005 and were 6 persons at 31 December 2005 following the resignations from the GMC of Alex Hungate on 30 June 2005, Mike Sayers on 21 September 2005 and Chris Verougstraete on 2 October 2005 and the interim appointment of Anne Bowerman to the GMC on 7 July 2005.

Directors' pensions

Tom Glocer, David Grigson and Devin Wenig participate in defined contribution pension arrangements.

Tom Glocer participates in Reuters US pension arrangements and is entitled to a pension allowance of 25% of his base salary during 2005 and 2006. He is entitled to a lump sum death-in-service benefit whilst in service of four-times basic salary.

David Grigson is a member of the Reuters Retirement Plan in the UK and is entitled to a contribution in respect of pension benefits equal to 20% of the UK earnings cap. With effect from 1 June 2005, the company introduced a salary sacrifice scheme for all pension plan members under which the company increased pension contributions by 4% in return for a reduction in the contractual base salary of the same percentage. This increased the company contribution from 20% to 24% from that date. He is entitled to a lump sum death-in-service benefit whilst in service of four-times basic salary.

Devin Wenig participates in Reuters US pension arrangements and is entitled to a pension allowance of 6% of his base salary. He is entitled to a lump sum death-in-service benefit of $1 million.

Contributions and allocations (including the cost of life cover) in respect of these directors in 2005 were:

	Age	Company contribution in respect of period £000
Tom Glocer	46	207
David Grigson	51	28
Devin Wenig	39	20

The information shown complies with requirements under both the UK Listing Authority and the Directors' Remuneration report Regulations 2002.

The total amount of contributions or accruals made in 2005 to provide pension and similar benefits for the directors was £307,310 (2004: £693,315) and for the executive directors and the other senior managers as a group was £847,251 (2004: £1,622,626).

These aggregate figures also include an accrual of £52,000 and £60,000 respectively for the investment returns within the US executive pension arrangements. These investment returns are calculated based on each individual's notional fund choices made by reference to actual investment funds and the actual investment returns achieved on these funds.

Back to Contents

Directors' interests in long-term incentive plans[5]

	Plan[1]	Date of award	Number at 1 January 2005 (or later date of appointment)	Number granted during period	Market value per share at grant for awards made during period	Number vested during period[2]	Number (exercised) during period	Number (lapsed) during period	Number at 31 December 2005 (or earlier date of departure)	End of qualifying period	Date from which rights are exercisable	Expiry date
Tom Glocer[5]	PRSP[3]	15 Mar 00[4]	33,518	–	–	–	–	(33,518)	–	31 Dec 04	1 Jan 05	31 Dec 06
	LTIP[3]	25 Jun 01	174,451	–	–	–	–	–	174,451	31 Dec 05	1 Jan 06	31 Dec 07
		20 Feb 02	234,974	–	–	–	–	–	234,974	31 Dec 06	1 Jan 07	31 Dec 08
		24 Feb 03	1,731,277	–	–	–	–	–	1,731,277	31 Dec 06	1 Jan 07	31 Dec 09
		23 Feb 04	544,094	–	–	–	–	–	544,094	31 Dec 06	1 Jan 07	31 Dec 10
		11 Mar 05	–	417,228	419p	–	–	–	417,228	31 Dec 07	1 Jan 08	31 Dec 11
	DBSP	24 Mar 00[4]	75,000	–	–	–	(75,000)	–	–	15 Feb 02	6 Apr 05	n/a
		30 May 00[4]	60,000	–	–	–	(60,000)	–	–	15 Feb 03	6 Apr 05	n/a
Total			**2,853,314**	**417,228**	**–**	**–**	**(135,000)**	**(33,518)**	**3,102,024**			
David Grigson[5]	LTIP[3]	5 Dec 00	42,579	–	–	–	–	(42,579)	–	31 Dec 04	1 Jan 05	31 Dec 06
		25 Jun 01	26,294	–	–	–	–	–	26,294	31 Dec 05	1 Jan 06	31 Dec 07
		20 Feb 02	37,205	–	–	–	–	–	37,205	31 Dec 06	1 Jan 07	31 Dec 08
		24 Feb 03	200,000	–	–	–	–	–	200,000	31 Dec 06	1 Jan 07	31 Dec 09
		23 Feb 04	200,000	–	–	–	–	–	200,000	31 Dec 06	1 Jan 07	31 Dec 10
		11 Mar 05	–	163,468	419p	–	–	–	163,468	31 Dec 07	1 Jan 08	31 Dec 11
Total			**506,078**	**163,468**	**–**	**–**	**–**	**(42,579)**	**626,967**			
Devin Wenig[5]	PRSP[3]	1 Apr 99[4]	15,489	–	–	–	(15,489)	–	–	31 Dec 01	1 Jan 02	31 Dec 05
		15 Mar 00[4]	18,166	–	–	–	–	(18,166)	–	31 Dec 04	1 Jan 05	31 Dec 06
		29 Mar 01[4]	20,704	–	–	–	–	–	20,704	31 Dec 05	1 Jan 06	31 Dec 07
	LTIP[3]	25 Jun 01[4]	2,295	–	–	–	–	–	2,295	31 Dec 05	1 Jan 06	31 Dec 07
		20 Feb 02[4]	22,047	–	–	–	–	–	22,047	31 Dec 06	1 Jan 06	31 Dec 08
		24 Feb 03	200,000	–	–	–	–	–	200,000	31 Dec 06	1 Jan 07	31 Dec 09
		23 Feb 04	200,000	–	–	–	–	–	200,000	31 Dec 06	1 Jan 07	31 Dec 10
		11 Mar 05	–	163,468	419p	–	–	–	163,468	31 Dec 07	1 Jan 08	31 Dec 11
Total			**478,701**	**163,468**	**–**	**–**	**(15,489)**	**(18,166)**	**608,514**			
Other senior managers as a group (6 persons) (2004: 9 persons)[6]												
	PRSP[3]	1 Apr 99	22,110	–	–	–	(22,110)	–	–	31 Dec 01	1 Jan 02	31 Dec 05
		15 Mar 00	71,314	–	–	–	–	(71,314)	–	31 Dec 04	1 Jan 05	31 Dec 06
		29 Mar 01	52,910	–	–	–	–	–	52,910	31 Dec 05	1 Jan 06	31 Dec 07
	LTIP[3]	25 Jun 01	5,279	–	–	–	–	–	5,279	31 Dec 05	1 Jan 06	31 Dec 07
		20 Feb 02	64,328	–	–	–	–	–	64,328	31 Dec 06	1 Jan 07	31 Dec 08
		24 Feb 03	546,343	–	–	–	–	–	546,343	31 Dec 06	1 Jan 07	31 Dec 09
		4 Aug 03	208,333	–	–	–	–	–	208,333	31 Dec 06	1 Jan 07	31 Dec 09
		23 Feb 04	432,988	–	–	–	–	(5,562)	427,426	31 Dec 06	1 Jan 07	31 Dec 10
		11 Mar 05	7,266	354,417	419p	–	–	(24,606)	337,077	31 Dec 06	1 Jan 07	31 Dec 11

	RSP	27 Aug 04[2]	4,096	–	–	1,024	(1,024)	–	3,072	27 Aug 05	27 Aug 05	27 Aug 08
		11 Mar 05	7,352	41,968	419p	–	–	–	49,320	11 Mar 06	11 Mar 06	11 Mar 09
	ABPSP	11 Mar 05	417	–	419p	–	–	–	417	11 Mar 06	11 Mar 06	11 Mar 06
Total			**1,422,736**	**396,385**	**–**	**1,024**	**(23,134)**	**(101,482)**	**1,694,505**			

Notes:

1 See performance conditions attached to PRSP, LTIP & DBSP awards, as described in section 04 above.

2 The first 25% of the RSP 27 August 2004 award vested on 27 August 2005 and the shares were released on 30 August 2005.

3 PRSP awards are available for exercise immediately on vesting. The qualifying period may be extended by up to two years where vesting does not occur or is only partial after the initial three-year period. LTIP awards to executive directors prior to 2004 are subject to a retention period of two years from vesting, save that this is reduced to one year where the performance period has been extended to five years.

LTIP 2000 and PRSP 2000 did not meet performance conditions and therefore lapsed.

4 The indicated awards were made prior to the appointment of the relevant individual as an executive director.

5 2006 awards are described on pages 40 and 41.

6 Other senior managers as a group were 8 persons at 1 January 2005 and were 6 persons at 31 December 2005 following the resignations from the GMC of Alex Hungate on 30 June 2005, Mike Sayers on 21 September 2005 and Chris Verougstraete on 2 October 2005 and the interim appointment of Anne Bowerman to the GMC on 7 July 2005. The numbers include awards granted to Anne Bowerman under the Annual Bonus Profit Sharing Scheme and Restricted Share Plan prior to her appointment to the GMC.

Back to Contents

Directors’ share options

	Plan	Date of grant	Exercise price (pence)	Number at 1 January 2005 (or later date of (appointment)	Number granted during period	Number vested during period)[5]	Number (exercised) during period)[5]	Number (lapsed) during period	Number at 31 December 2005 (or earlier date of departure)	Earliest exercise date	Expiry date
Tom Glocer[6]	DSOP[3]	25 Jun 01	862	565,113	—	—	—	—	565,113	25 Jun 06	25 Jun 11
		20 Feb 02	528	461,295	—	—	—	—	461,295	20 Feb 07	20 Feb 12
		2 Aug 02	266	915,654	—	—	—	—	915,654	2 Aug 07	2 Aug 12
		24 Feb 03	135	1,307,514	—	—	—	—	1,307,514	24 Feb 06	24 Feb 13
		4 Aug 03	245	706,594	—	—	—	—	706,594	4 Aug 06	4 Aug 13
		23 Feb 04	407	789,430	—	—	—	—	789,430	23 Feb 07	23 Feb 14
		27 Aug 04	321	1,000,928	—	—	—	—	1,000,928	27 Aug 07	27 Aug 14
		11 Mar 05	419	—	719,473	—	—	—	719,473	11 Mar 08	11 Mar 15
		2 Aug 05	389	—	774,959	—	—	—	774,959	2 Aug 08	2 Aug 15
	ESOP[3]	9 Feb 94[1&2]	$7.28	13,716	—	—	—	(13,716)	—	9 Feb 97	9 Feb 05
	SAYE[3]	16 Apr 03	90	4,200	—	—	—	—	4,200	1 Jun 06	1 Dec 06
		7 Apr 04	314	1,200	—	—	—	—	1,200	1 Jun 07	1 Dec 07
		14 Apr 05	333	—	569	—	—	—	569	1 Jun 08	1 Dec 08
	Plan 2000[3]	24 Sep 98	550	2,000	—	—	—	(2,000)	—	24 Sep 01[2]	24 Sep 05
Total				**5,767,644**	**1,495,001**	**–**	**–**	**(15,716)**	**7,246,929**		
David Grigson[6]	DSOP[3]	25 Jun 01	862	92,807	—	—	—	—	92,807	25 Jun 06	25 Jun 11
		20 Feb 02	528	75,757	—	—	—	—	75,757	20 Feb 07	20 Feb 12
		2 Aug 02	266	150,375	—	—	—	—	150,375	2 Aug 07	2 Aug 12
		24 Feb 03	135	200,000	—	—	—	—	200,000	24 Feb 06	24 Feb 13
		4 Aug 03	245	200,000	—	—	—	—	200,000	4 Aug 06	4 Aug 13
		23 Feb 04	407	122,950	—	—	—	—	122,950	23 Feb 07	23 Feb 14
		27 Aug 04	321	155,892	—	—	—	—	155,892	27 Aug 07	27 Aug 14
		11 Mar 05	419	—	281,886	—	—	—	281,886	11 Mar 08	11 Mar 15
		2 Aug 05	389	—	303,625	—	—	—	303,625	2 Aug 08	2 Aug 15
	SAYE[3]	16 Apr 03	90	4,200	—	—	—	—	4,200	1 Jun 06	1 Dec 06
		7 Apr 04	314	1,200	—	—	—	—	1,200	1 Jun 07	1 Dec 07
		14 Apr 05	333	—	569	—	—	—	569	1 Jun 08	1 Dec 08
Total				**1,003,181**	**586,080**	**–**	**–**	**–**	**1,589,261**		
Devin Wenig[6]	DSOP[3]	27 Dec 00[2&3]	1,139	6,913	—	—	—	—	6,913	27 Dec 01	27 Dec 07
		25 Jun 01[2&3]	862	9,135	—	2,284	—	—	9,135	25 Jun 02	25 Jun 11
		20 Feb 02[2&3]	528	25,936	—	6,484	—	—	25,936	20 Feb 03	20 Feb 12
		2 Aug 02[2]	266	200,000	—	50,000	—	—	200,000	2 Aug 03	2 Aug 12
		24 Feb 03	135	200,000	—	—	—	—	200,000	24 Feb 06	20 Feb 13
		4 Aug 03	245	200,000	—	—	—	—	200,000	4 Aug 06	4 Aug 13
		23 Feb 04	407	122,950	—	—	—	—	122,950	23 Feb 07	23 Feb 14
		27 Aug 04	321	155,892	—	—	—	—	155,892	27 Aug 07	27 Aug 14
		11 Mar 05	419	—	281,886	—	—	—	281,886	11 Mar 08	11 Mar 15

		2 Aug 05	389	—	303,625	—	—	—	303,625	2 Aug 08	2 Aug 15
	SAYE[3]	7 Apr 04[1]	$7.27	1,200	—	—	—	—	1,200	1 Jun 07	1 Dec 07
		14 Apr 05[1]	$7.93	—	1,138	—	—	—	1,138	1 Jun 08	1 Dec 08
	Plan 2000[3]	24 Sep 98[2]	550	2,000	—	—	—	(2,000)	—	24 Sep 01	24 Sep 05
Total				**924,026**	**586,649**	**58,768**	**–**	**(2,000)**	**1,508,675**		
Other senior managers as a group (6 persons) (2004: 9 persons)[7]											
	DSOP[3]	27 Dec 00	1,139	28,904	—	—	—	—	28,904	27 Dec 01	27 Dec 07
		25 Jun 01	862	5,800	—	1,450	—	—	5,800	25 Jun 02	25 Jun 06
		25 Jun 01	862	35,757	—	15,140	—	—	35,757	25 Jun 02	25 Jun 11
		21 Dec 01	692	2,025	—	507	—	—	2,025	21 Dec 02	21 Dec 11
		20 Feb 02	528	5,697	—	1,424	—	—	5,697	20 Feb 03	20 Feb 07
		20 Feb 02	528	78,242	—	31,955	—	—	78,242	20 Feb 03	20 Feb 12
		2 Aug 02	266	150,000	—	37,500	—	—	150,000	2 Aug 03	2 Aug 07
		2 Aug 02	266	570,246	—	255,061	—	—	570,246	2 Aug 03	2 Aug 12
		24 Feb 03	135	460,737	—	182,954	(31,829)	(3,125)	425,783	24 Feb 04	24 Feb 13
		1 Apr 03	108	350,208	—	306,432	—	(43,776)	306,432	1 Apr 04	1 Apr 13
		4 Aug 03	245	675,050	—	266,364	(17,538)	(29,821)	627,691	4 Aug 04	4 Aug 13
		23 Feb 04	407	391,075	—	146,252	—	(36,735)	354,340	23 Feb 05	23 Feb 14

Back to Contents

Directors’ share options continued

		27 Aug 04	321	487,676	—	165,384	—	(64,586)	423,090	27 Aug 05	27 Aug 14
		11 Mar 05	419	—	276,904	19,596	—	(32,660)	244,244	11 Mar 06	11 Mar 15
		2 Aug 05	389	—	241,968	—	—	—	241,968	2 Aug 06	2 Aug 15
	Plan 2000[3]	24 Sep 98	550	14,000	—	—	—	(14,000)	—	24 Sep 01	24 Sep 05
	SAYE[3]	11 Apr 02	448	2,120	—	—	—	(2,120)	—	1 Jun 05	1 Dec 05
		16 Apr 03	90	21,000	—	3,500	—	(700)	20,300	1 Jun 06	1 Dec 06
		7 Apr 04	314	7,800	—	1,200	—	(1,200)	6,600	1 Jun 07	1 Dec 07
		14 Apr 05	333	1,138	3,129	316	—	(822)	3,445	1 Jun 08	1 Dec 08
Total				**3,287,475**	**522,001**	**1,435,035**	**(49,367)**	**(229,545)**	**3,530,564**		

Notes:

1 The options indicated are over American Depositary Shares (ADSs). Each ADS represents six ordinary shares, is denominated is US dollars and trades on NASDAQ. For the purposes of this disclosure, ADSs have been converted into the equivalent number of ordinary shares and an equivalent option price.

2 The indicated awards were made prior to the appointment of the relevant individual as an executive director. The DSOP options granted prior to the appointment as an executive director have no performance condition.

3 Options granted under the SAYE Plan, Plan 2000 and the ESOP have no performance conditions. Save as disclosed in note 2 above, exercise of each DSOP award is conditional on the performance criteria described in section 04 and no performance conditions were varied during 2005.

4 At 31 December 2005, the market price of our shares was 431 pence per share and $44.25 per ADS. The highest prices during the year were 431 pence per share and $49.35 per ADS and the lowest were 351.75 pence per share and $37.33 per ADS.

5 There were gains of £823,125 on the exercise of share options in 2005 (2004: £306,526). The market price of the shares at the date of exercise on 9 June 2005 was £3.705. There were hypothetical gains of £2,141,667 made on the vesting of shares at the market value share price on the date of vesting.

6 2006 awards are described on pages 40 and 41.

7 Other senior managers as a group were 8 persons at 1 January 2005 and were 6 persons at 31 December 2005 following the resignations from the GMC of Alex Hungate on 30 June 2005, Mike Sayers on 21 September 2005 and Chris Verougstraete on 2 October 2005 and the appointment of Anne Bowerman to the GMC on 7 July 2005.

10 Directors’ interests in ordinary shares

The total interests of the current directors and other senior management in issued share capital and in shares underlying options and incentive plans are shown below as at 7 March 2006. No director or senior manager beneficially owns 1% or more of Reuters issued share capital. Interests in ordinary shares (excluding options and interests in long-term incentive plans disclosed above) held at 1 January 2005 and 31 December 2005 are also shown for directors in office at 31 December 2004. Directors were the beneficial owners of all shares except for 16,875 shares held by David Grigson’s family members and 52,451 shares held by a trust of which Tom Glocer and his family are beneficiaries.

			Interests at 7 March 2006		
	Interests at 1 January 2005 Shares	**Interests at 31 December 2005 Shares)[1]**	Shares	Long-term incentives	Options
Directors					
Niall FitzGerald, KBE	**30,000**	**50,000**	55,000	—	—
Tom Glocer	**217,113**	**372,145**	372,145	3,102,024	7,246,929
David Grigson	**48,430**	**63,430**	63,430	626,967	1,589,261
Devin Wenig	**78,354**	**105,843**	105,843	608,514	1,508,675
Lawton Fitt	**—**	**25,000**	25,000	—	—
Penny Hughes	**—**	**—**	2,392	—	—
Ed Kozel	**7,500**	**7,500**	7,500	—	—
Sir Deryck Maughan	**n/a**	**—**	—	—	—
Ken Olisa	**—**	**2,550**	2,550	—	—
Dick Olver	**10,000**	**10,000**	10,000	—	—
Charles Sinclair	**35,000**	**35,000**	n/a	—	—
Ian Strachan	**15,500**	**15,500**	15,500	—	—
Other senior managers as a group (6 persons)[2]	**162,124**	**198,599**	**139,150**	**1,662,676**	**3,530,564**

None of the directors has notified the company of an interest in any other shares, or other transactions or arrangements which require disclosure. There have been no movements in the interests of the directors in the share capital of the Group companies since 31 December 2005 other than a purchase of 5,000 shares by Niall FitzGerald and 2,392 by Penny Hughes.

Notes:
1 Or as at the date of retirement, if earlier.

2 Other senior managers as a group were 8 persons at 1 January 2005 and were 6 persons at 31 December 2005 following the resignations from the GMC of Alex Hungate on 30 June 2005, Mike Sayers on 21 September 2005 and Chris Verougstraete on 2 October 2005 and the interim appointment of Anne Bowerman to the GMC on 7 July 2005.

On behalf of the Board
Niall FitzGerald, KBE
Chairman, 10 March 2006

Back to Contents

United States opinion

Report of independent Registered Public Accounting Firm

In our opinion, the accompanying consolidated balance sheet and the related consolidated income statement, consolidated cash flow statement and consolidated statement of recognised income and expense present fairly, in all material respects, the financial position of the Reuters Group PLC and its subsidiaries at 31 December 2005 and 2004, and the results of their operations and their cash flows for each of the two years in the period ended 31 December, 2005 in conformity with IFRSs as adopted by the EU. These financial statements are the responsibility of the Group's management; our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits of these statements in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and significant estimates made by management, and evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

As discussed in the accounting policies, the Group adopted International Accounting Standards (IAS) 32 'Financial Instruments: Disclosure and Presentation', IAS 39 'Financial Instruments: Recognition and Measurement' and IFRS 5 'Non-Current Assets Held for Sale and Discontinued Operations', in accordance with IFRS as adopted by the EU. The change has been accounted for prospectively from 1 January 2005 except for the disclosure requirements of IFRS 5 which were also applied to the comparative information.

IFRSs as adopted by the EU vary in certain significant respects from accounting principles generally accepted in the United States of America. Information relating to the nature and effect of such differences is presented in the Summary of differences between IFRS and US Generally Accepted Accounting Principles (US GAAP) in the consolidated financial statements.

PricewaterhouseCoopers LLP

PricewaterhouseCoopers LLP
London, 10 March 2006

Back to Contents

Consolidated income statement

For the year ended 31 December

	Notes	2005 £m	2004 £m
Revenue	01, 02	**2,409**	2,339
Operating costs	03	**(2,251)**	(2,187)
Other operating income	04	**49**	42
Operating profit		**207**	194
Finance income	05	**41**	15
Finance costs	05	**(53)**	(27)
Profit on disposal of associates and available-for-sale financial assets		**38**	203
Share of post-taxation profits from associates and joint ventures*	15	**5**	11
Profit before taxation		**238**	396
Taxation	06	**(9)**	(40)
Profit for the year from continuing operations		**229**	356
Discontinued operations			
Profit for the year from discontinued operations	07	**253**	19
Profit for the year		**482**	375
Attributable to:			
Equity holders of the parent	11	**456**	364
Minority interest	11	**26**	11
Earnings per share			
From continuing and discontinued operations			
Basic earnings per ordinary share	08	**32.6p**	26.0p
Diluted earnings per ordinary share	08	**31.7p**	25.4p
From continuing operations			
Basic earnings per ordinary share	08	**16.3p**	25.4p
Diluted earnings per ordinary share	08	**15.9p**	24.8p

* Share of post-taxation profits from associates and joint ventures includes a taxation charge of £1 million (2004: £2 million).

Dividends paid and proposed during the year were £140 million (2004: £140 million paid and proposed). Please see note 32 on page 92.

Consolidated statement of recognised income and expense

For the year ended 31 December

	Notes	2005 £m	2004 £m
Profit for the year		**482**	375
Actuarial losses on defined benefit plans	11, 25	**(48)**	(205)
Exchange adjustments offset in reserves	11	**118**	(48)
Translation differences taken to the income statement on disposal of assets	11, 28	**(2)**	6
Fair value losses on available-for-sale financial assets	11	**(15)**	–
Fair value gains on available-for-sale financial assets taken to the income statement on disposal of assets	11	**(73)**	–
Fair value losses on net investment hedges	11, 28	**(39)**	–
Fair value gains taken to the income statement on disposal of net investment hedges	11, 28	**(14)**	–
Taxation on the items taken directly to or transferred from equity	11	**14**	35

Net losses not recognised in income statement	11	**(59)**	(212)
Total recognised income for the year		**423**	163
Attributable to:			
Equity holders of the parent		**374**	166
Minority interest		**49**	(3)

Fair value gains and losses arise as a result of application of IAS 39 by the Group, with effect from 1 January 2005. The adoption of IAS 39 resulted in an increase in equity at 1 January 2005 of £129 million, of which £2 million was attributable to the minority interest.

The consolidated reconciliation of changes in equity is set out in note 11 on page 65.

Back to Contents

Consolidated balance sheet

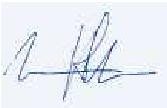
At 31 December

	Notes	2005 £m	2004 £m
Assets			
Non-current assets:			
Intangible assets	13	**487**	316
Property, plant and equipment	14	**358**	354
Investments accounted for using the equity method:			
Investments in joint ventures	15	**32**	29
Investments in associates	15	**4**	6
Deferred tax assets	26	**276**	292
Other financial assets and derivatives	16	**22**	28
		1,179	1,025
Current assets:			
Inventories	18	**1**	3
Trade and other receivables	19	**270**	535
Other financial assets and derivatives	16	**18**	287
Current tax debtor		**6**	7
Cash and cash equivalents	20	**662**	578
		957	1,410
Non-current assets classified as held for sale	21	**1**	145
Total assets		**2,137**	2,580
Liabilities			
Current liabilities:			
Trade and other payables	22	**(397)**	(721)
Current tax liability	23	**(228)**	(260)
Provisions for liabilities and charges	24	**(64)**	(87)
Other financial liabilities and derivatives	16	**(49)**	(181)
		(738)	(1,249)
Non-current liabilities:			
Provisions for liabilities and charges	24	**(392)**	(340)
Other financial liabilities and derivatives	16	**(371)**	(329)
Deferred tax liabilities	26	**(66)**	(45)
		(829)	(714)
Liabilities directly associated with non-current assets classified as held for sale	21	**–**	(47)
Total liabilities		**(1,567)**	(2,010)
Net assets		**570**	570
Shareholders' equity			
Share capital	27	**467**	455

Other reserves	28	**(1,692)**	(1,755)
Retained earnings	11	**1,795**	1,671
Total parent shareholders' equity		**570**	371
Minority interest in equity		**–**	199
Total equity		**570**	570

The balance sheet of Reuters Group PLC is shown on page 112.

The financial statements on pages 50–103 and the summary of differences between IFRS and US GAAP on pages 104–108 were approved by the Board of Directors on 10 March 2006.



Tom Glocer
CEO

David Grigson
CFO

Back to Contents

Consolidated cash flow statement

For the year ended 31 December

	Notes	2005 £m	2004 £m
Cash flows from operating activities			
Cash generated from operations	29	**271**	280
Interest received		**55**	19
Interest paid		**(49)**	(30)
Tax paid		**(24)**	(43)
Net cash flow from operating activities		**253**	226
Cash flows from investing activities			
Acquisitions, net of cash acquired	30	**(124)**	(78)
Disposals, net of cash disposed	30	**246**	438
Purchases of property, plant and equipment		**(145)**	(109)
Proceeds from sale of property, plant and equipment		**3**	66
Purchases of intangible assets		**(40)**	(27)
Purchases of available-for-sale financial assets		**(1)**	(1)
Proceeds from sale of available-for-sale financial assets		**85**	25
Dividends received		**5**	5
Net cash flow from investing activities		**29**	319
Cash flows from financing activities			
Proceeds from issue of shares		**10**	6
Share buyback		**(223)**	–
Decrease/(increase) in short-term investments		**248**	(105)
Decrease in borrowings		**(144)**	(225)
Equity dividends paid to shareholders		**(140)**	(140)
Equity dividends paid to minority interests		**(23)**	–
Net cash flow from financing activities		**(272)**	(464)
Exchange gains/(losses) on cash and cash equivalents		**66**	(33)
Net increase in cash and cash equivalents		**76**	48
Cash and cash equivalents at the beginning of the year		**561**	513
Cash and cash equivalents at the end of the year	31	**637**	561

Group accounting policies

The principal accounting policies adopted in the preparation of these financial statements are set out below. These policies have been consistently applied to 2005 and 2004, unless otherwise stated.

Basis of accounting

The financial statements have been prepared under the historical cost convention, unless otherwise stated below, and in accordance with the Companies Act 1985 and applicable accounting standards.

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make certain judgements, estimates and assumptions that affect the reported amounts of revenue and expenses during the reported period, the reported amount of assets and liabilities and disclosure of contingent assets and liabilities at the balance sheet dates. Although these estimates are based on management's best knowledge of the amount, event or actions, actual results ultimately may differ from those estimates.

Further details regarding areas requiring significant assumptions and estimates are provided in the relevant notes to the financial statements.

Adoption of International Financial Reporting Standards (IFRS)

Prior to 2005, the Group prepared its audited annual financial statements under UK GAAP. For the year ended 31 December 2005, the Group is required to prepare its annual consolidated financial statements in accordance with IFRS and International Financial Reporting Interpretations Committee (IFRIC) interpretations as adopted by the EU and those parts of the Companies Act 1985 applicable to companies reporting under IFRS. The financial statements take account of the requirements and options in IFRS 1 'First-time Adoption of International Financial Reporting Standards' as they relate to the 2004 comparatives included herein.

The Group's transition date to IFRS was 1 January 2004. All adjustments on first time adoption were recorded in shareholders' equity on the date of transition, except for adjustments relating to IAS 32 'Financial Instruments: Disclosure and Presentation' and IAS 39 'Financial Instruments: Recognition and Measurement' which were recorded in shareholders' equity at 1 January 2005.

IFRS 1 sets out the transition rules which must be applied when IFRS is adopted for the first time. As a result, some of the requirements and options in IFRS 1 may

There are certain areas of complexity which require a higher degree of judgement. These areas include impairment of assets, accounting for employee share plans and defined benefit pension funds, provisions, allowances for doubtful accounts, deferred taxation and accounting for derivative assets and liabilities.

result in a different application of accounting policies in the 2004 financial information, presented for the first time under IFRS, from that which would apply if the 2004 financial statements were prepared using full retrospective adoption of IFRS. The standard sets out the mandatory exceptions to retrospective application and certain optional exemptions. The optional exemptions taken by the Group are:

Back to Contents

(a) Business combinations;

(b) Employee benefits;

(c) Cumulative translation differences;

(d) Share-based payment transactions; and

(e) Financial instruments.

The mandatory exceptions outlined in IFRS 1 relevant to the financial statements of the Group (with which the Group has complied) relate to:

(f) Estimates; and

(g) Assets classified as held for sale and discontinued operations.

For more details regarding the Group's transition to IFRS and detailed explanation of the above, please refer to note 40 on page 101.

The following accounting policies have been consistently applied to 2005 and 2004, except those noted in (e) and (g) above, where the comparative information is determined under the previous accounting policies in accordance with UK GAAP.

Basis of consolidation

The consolidated financial statements include the financial statements of Reuters Group PLC and its subsidiaries and the Group's share of the post-acquisition results of associates and joint ventures.

Subsidiaries

Subsidiaries are all entities over which the Group has the power to govern the financial and operating policies generally accompanying a shareholding of more than one half of the voting rights. Subsidiaries are consolidated from the date on which control is transferred to the Group and are de-consolidated from the date on which control ceases.

The purchase method of accounting is used to account for the acquisition of subsidiaries by the Group. The excess of the cost of an acquisition over the fair value of the Group's share of the identifiable net assets acquired is recorded as goodwill. If the cost of acquisition is less than the fair value of the net assets of the subsidiary acquired, the difference is recognised directly in the income statement.

All intra-group transactions are eliminated as part of the consolidation process. In preparing the Group financial statements, accounting policies of subsidiaries have been adjusted where necessary to ensure consistency with the accounting policies adopted by the Group.

Associates and joint ventures

Associates are all entities over which the Group has significant influence but not control generally accompanying a shareholding of between 20% and 50% of the voting rights. Joint ventures are all entities over which the Group has joint control with one or more other entities outside the Group. Investments in associates and joint ventures are accounted for by the equity method of accounting and are initially recognised at cost. The Group's investment in associates and joint ventures includes goodwill identified on acquisition, plus the Group's share of post-acquisition reserves.

The Group's share of post-acquisition profits or losses is recognised in the income statement and its share of post-acquisition movements in reserves is recognised in reserves. When the Group's share of losses of an associate or joint venture equals or exceeds its interest in the associate or joint venture, the Group does not recognise further losses unless it has incurred obligations or made payments on behalf of the associate or joint venture.

Unrealised gains on transactions between the Group and its associates and joint ventures are eliminated to the extent of the Group's interest. For Group reporting purposes, the results of associates and joint ventures have been adjusted where necessary to ensure consistency with the accounting policies adopted by the Group.

Foreign currency translation

Amounts included in the financial statements of each of the Group's entities are measured using the currency of the primary economic environment in which the entity operates (the functional currency). The consolidated financial statements are presented in pounds sterling, Reuters Group PLC's functional and presentation currency.

Transactions in foreign currencies are translated into the functional currency using the exchange rate prevailing at the date of the transaction. Foreign exchange gains and losses resulting from settlement of such transactions, and from the translation at year end exchange rates of monetary assets and liabilities denominated in foreign currencies, are recognised in the income statement except when deferred in equity as qualifying cash flow and net investment hedges.

Translation differences on non-monetary items, such as available-for-sale financial assets, are included in the fair value reserve in equity.

The results and financial position of all Group companies that have a functional currency other than sterling are translated as follows:

- income and expenses are translated at average exchange rates (unless this average is not a reasonable approximation of the cumulative effect of the rate prevailing on the transaction date, in which case income and expenses are translated at the date of the transaction);
- assets and liabilities are translated at the closing exchange rate at the date of the balance sheet; and
- all resulting differences are recognised as a separate component of equity.

On consolidation, exchange differences arising from the translation of the net investment in foreign entities, and from borrowings and other currency instruments designated as hedges of such investments, are taken to equity. When a foreign operation is sold, such exchange differences are recognised in the income statement as part of the gain or loss on sale.

Goodwill and fair value adjustments on the acquisition of a foreign entity are treated as assets and liabilities of the foreign entity and translated at the closing exchange rate.

Revenue recognition

Revenue represents the turnover, net of discounts, derived from services provided to subscribers and sales of products applicable to the year.

Revenue from sales of subscription-based real-time and historical information services is recognised rateably over the term of the subscription.

Revenue from contracts for the outright sale of systems-based product solutions, which include the sale of fully developed software licences, is recognised at the time of client acceptance, at which time the Group has no further obligation. Long-term contracts are accounted for in accordance with the contractual terms either on a percentage of completion basis or on a time and materials as incurred basis.

Revenue from associated maintenance and support services is recognised rateably over the term of the maintenance contract. Where contracts allow the Group to recharge costs from communications suppliers and exchanges onwards to subscribers, this income is recognised as revenue.

Transaction products usage revenue is accounted for on a trade date basis.

Interest income is accrued on a time basis by reference to the amount outstanding and at the effective interest rate applicable, which is the rate that exactly discounts estimated future cash receipts through the expected life of the financial asset to that asset's net carrying value.

Securities transactions between Instinet Group counterparties which pass through Instinet Group in its role as agency broker are recorded on a settlement date basis and, therefore, are only reflected in the balance sheet if there is a failure to settle. Revenues and related expenses arising from such securities transactions are accrued from the date of the transaction.

Pensions and similar obligations

IAS 19 'Employee Benefits' was amended on 16 December 2004, with effect from 1 January 2006. The amendment provides the option to recognise all actuarial gains and losses in the statement of recognised income and expense. The Group has elected to adopt this treatment early and has applied this accounting from the date of transition to IFRS.

Back to Contents

The Group operates defined contribution and defined benefit pension plans and provides post-retirement medical benefits.

Payments to defined contribution pension plans are charged as an expense to the income statement, as incurred, when the related employee service is rendered. The Group has no further legal or constructive payment obligations once the contributions have been made.

For defined benefit pension plans, the cost of providing benefits is determined using the Projected Unit Credit Method and is charged to the income statement so as to spread the service cost over the service lives of the employees. An interest cost representing the unwinding of the discount rate on the scheme liabilities, net of the expected return on scheme assets, is charged to the income statement. The liability recognised in the balance sheet, in respect of defined benefit pension plans, is the present value of the defined benefit obligation at the balance sheet date less the fair value of the plan assets. The defined benefit obligation is calculated annually by independent actuaries. The present value of the defined benefit obligation is determined by discounting the estimated future cash outflows using interest rates of high-quality corporate bonds that are denominated in a currency in which the benefits will be paid and that have terms of maturity approximating to the terms of the relevant pension liability.

All actuarial gains and losses which arise in calculating the present value of the defined benefit obligation, and the fair value of plan assets, are recognised immediately in the statement of recognised income and expense.

Post-retirement medical benefits are provided to employees of some Group companies. The expected costs are determined using an accounting methodology similar to that for defined benefit pension plans.

Share-based payments

The Group makes equity-settled and cash-settled share-based payments to its employees. Equity-settled share-based awards granted after 7 November 2002 but not vested by 1 January 2005 are measured at fair value at the date of grant and expensed on a straight-line basis over the vesting period of the award. At each balance sheet date, the Group revises its estimate of the number of options that are expected to become exercisable.

Cash-settled share-based payments are accrued over the vesting period of the award, based on the current fair market value at each balance sheet date.

When share options are exercised, the proceeds received, net of any transaction costs, are credited to share capital (nominal value) and share premium.

Intangible assets

Goodwill

Goodwill represents the excess of the cost of an acquisition over the fair value of the Group's share of the identifiable net assets (including intangible assets) of the acquired subsidiary, associate or joint venture at the date of acquisition. Goodwill on acquisition of subsidiaries is included in intangible assets. Goodwill on acquisition of associates and joint ventures is included in the carrying value of the investment. Goodwill is tested annually for impairment and carried at cost less accumulated impairment losses. Gains and losses on disposal of an entity include the carrying amount of goodwill relating to the entity or investment sold. Goodwill which was previously directly written off to reserves under UK GAAP is not included in the gain or loss on disposal of an entity.

Internally generated intangible assets – product development

Expenditure related to the development of new products or capabilities that is incurred between establishing technical feasibility and the asset becoming income-generating is capitalised as an intangible asset and amortised over the useful economic life. Capitalisation commences from the point at which the technical feasibility and commercial viability of the product can be demonstrated and the Group is satisfied that it is probable that future economic benefits will result from the product once completed. Capitalisation ceases when the product is ready for launch.

Expenditure on research activities and on development activities that does not meet the above criteria is charged to the income statement as incurred.

Internally developed intangible assets are systematically amortised over their useful economic lives which range from three to five years on a straight line basis.

Other intangibles

Costs which are directly associated with the production of software for internal use in the business are capitalised as an intangible asset. Software which forms an integral part of the related hardware is capitalised with that hardware and included within property, plant and equipment. Software assets are amortised on a straight line basis over their expected useful economic lives.

Acquired intangible assets include computer software licences, customer relationships, trade names and trademarks. These assets are capitalised on acquisition and amortised over their expected useful economic lives.

Other intangible assets are systematically amortised on a straight line basis over their useful economic lives which are as follows:

Computer software	3 to 5 years
Other acquired intangibles	5 to 15 years

Impairment of assets

Assets which have an indefinite useful life are not subject to amortisation and are tested annually for impairment. Assets which are subject to amortisation are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount may not be recoverable. An impairment loss is recognised for the amount by which the asset's carrying amount exceeds its recoverable amount. The recoverable amount is the higher of an asset's fair value less cost to sell and value in use.

For the purposes of assessing impairment, assets are grouped at the lowest level for which there are separately identifiable cash flows (cash generating units, 'CGUs'). Where assets do not generate independent cash flows and their carrying value cannot be attributed to a particular CGU, CGUs are grouped together at the level at which these assets reside, and the carrying amount of this group of CGUs is compared to the recoverable amount of that particular group.

Property, plant and equipment

All property, plant and equipment is stated at historical cost less depreciation and includes expenditure directly attributable to the acquisition of the items. Subsequent costs are included in the asset's carrying amount or recognised as a separate asset, as appropriate, only when it is probable that future economic benefit will flow to the Group and the cost of the item can be measured reliably.

Depreciation is calculated on a straight line basis so as to write down the assets to their residual values over their expected useful lives:

Freehold land	Not depreciated
Freehold buildings	Normally 50 years
Leasehold property	Over the term of the lease
Computer systems equipment, office equipment and motor vehicles	2 to 5 years

The assets' residual values and useful lives are reviewed, and adjusted if appropriate, at each balance sheet date.

Non-current assets held for sale (effective 1 January 2005)

Non-current assets and disposal groups are classified as held for sale if their carrying amount will be recovered principally through a sale transaction rather than through continuing use. This condition is regarded as met only when the sale is highly probable and the asset is available for immediate sale in its present condition.

Non-current assets and disposal groups classified as held for sale are measured at the lower of carrying amount and fair value less selling costs.

For 2004 comparatives, the Group has applied the disclosure requirements for assets held for sale as at 31 December 2004. Balance sheet values have not been restated, in accordance with IFRS 5 'Non-current Assets Held for Sale and Discontinued Operations'.

Investments (effective 1 January 2005)

The Group classifies its investments in the following categories:

- financial assets at fair value through profit and loss;
- loans and receivables;
- held-to-maturity investments; and
- available-for-sale financial assets.

The classification depends on the purpose for which the assets were acquired. Management determines the classification of its investments at initial recognition and re-evaluates this designation at every reporting date.

Financial assets at fair value through profit and loss

This category includes financial assets held for trading and those designated at fair value through profit and loss at inception. A financial asset is classified in this category if acquired principally for the purpose of selling in the short-term or if so designated by management. Derivatives are also classified as held for trading unless they are designated as hedges. Assets in this category are initially recognised at fair value and subsequently remeasured at fair value. Realised and unrealised gains and losses are included in the income statement in the period in which they arise.

Loans and receivables

Loans and receivables are non-derivative financial assets with fixed or determinable payments that are not quoted in an active market; they are included in trade and other receivables in the balance sheet. Assets in this category are initially recognised at fair value and subsequently measured at amortised cost.

Held-to-maturity investments

Held-to-maturity investments are non-derivative financial assets with fixed or determinable payments and fixed maturities that the Group's management has the positive intention and ability to hold to maturity. Assets in this category are initially recognised at fair value and subsequently measured at amortised cost.

Available-for-sale financial assets

The Group has classified all of its marketable securities as available-for-sale. Assets in this category are initially recognised at fair value and subsequently remeasured at fair value. Unrealised gains and losses arising from changes in fair value are recognised in the statement of recognised income and expense.

The Group assesses at each balance sheet date whether there is objective evidence that a financial asset or group of financial assets is impaired. On disposal or impairment of the asset, gains or losses in equity are recycled through the income statement.

Cash and cash equivalents

Cash and cash equivalents include cash in hand, bank deposits repayable on demand, other highly liquid investments with original maturities of three months or less, and bank overdrafts.

Inventories and contract work in progress

Inventories and contract work in progress are valued at the lower of cost and net realisable value less progress payments received and receivable from the client.

Cost is calculated on a First-In-First-Out basis by reference to the invoice value of supplies and attributable costs of bringing inventories to their present location and condition.

Net realisable value is the estimated market value less selling costs.

Trade receivables

Trade receivables do not carry interest and are stated at their nominal value, as reduced by appropriate allowances for estimated irrecoverable amounts. A provision for impairment of trade receivables is established when there is evidence that the Group will not be able to collect all amounts due according to the original terms of these receivables. The amount of the provision is the difference between the carrying value and the present value of estimated future cash flows, discounted at the effective interest rate. The amount of the provision is recognised in the income statement.

Provisions

Provisions, other than in respect of pension and post-retirement healthcare benefits, are recognised when the Group has a present legal or constructive obligation as a result of past events; it is more likely than not that an outflow of resources will be required to settle the obligation; and the amount can be reliably estimated. Restructuring provisions comprise lease termination liabilities, employee termination payments and other liabilities incurred as part of restructuring programmes. Provisions are not recognised for future operating losses.

Leasing

Assets held under finance leases are recognised as assets of the Group at their fair value or, if lower, at the present value of the minimum lease payments, each determined at the inception of the lease. The corresponding liability to the lessor is included in the balance sheet as a finance lease obligation. Lease payments are apportioned between finance charges and reduction of the lease obligation so as to achieve a constant rate of interest on the remaining balance of the liability.

Operating lease rentals are charged against profit on a straight line basis over the period of the lease. Operating lease incentives received are initially deferred and then recognised over the full period of the lease.

Borrowings

Borrowings are recognised initially at fair value, net of transaction costs incurred. Borrowings are subsequently stated at amortised cost; any difference between the proceeds (net of transaction costs) and the redemption value is recognised in the income statement over the period of the borrowings using the effective interest method.

Borrowings are classified as current liabilities unless the Group has an unconditional right to defer settlement of the liability for at least twelve months after the balance sheet date.

Borrowing costs on qualifying assets are expensed as incurred and not capitalised as part of the cost of the asset.

Purchases and sales of financial assets

Purchases and sales of financial assets are recognised on the settlement date, which is the date that the asset is delivered to or by the Group. This includes securities transactions between Instinet Group counterparties that pass through Instinet Group in its role as agency broker and, therefore, are only reflected in the balance sheet if there is a failure to settle. Revenues and related expenses arising from such securities transactions are accrued from the date of the transaction.

Derivative financial instruments and hedging (effective 1 January 2005)

Derivatives are initially recognised at fair value on the date a derivative contract is entered into and are subsequently remeasured at their fair value. The method of recognising the resulting gain or loss depends on whether the derivative is designated as a hedging instrument and, if so, the nature of the item being hedged. The Group designates certain derivatives as either:

- hedges of the fair value of recognised assets or liabilities or a firm commitment (fair value hedges);
- hedges of highly probable forecast transactions (cash flow hedges); or
- hedges of net investments in foreign operations (net investment hedges).

Fair value hedges

Changes in the fair value of derivatives that are designated and qualify as fair value hedges are recorded in the income statement, together with any changes in the fair value of the hedged asset or liability that are attributable to the hedged risk.

Cash flow hedges

The effective portion of changes in the fair value of derivatives that are designated and qualify as a cash flow hedge is recognised in equity. The gain or loss relating to the ineffective portion is recognised immediately in the income statement.

Amounts accumulated in equity are recycled to the income statement in the period when the hedged item will affect profit and loss (for instance, when the forecast sale that is hedged takes place). However, when the forecast transaction

Back to Contents

that is hedged results in the recognition of a non-financial asset (for example, project costs or a major business investment) or a liability, the gains and losses previously deferred in equity are transferred from equity and included in the initial measurement of the cost of the asset or liability.

When a hedging instrument expires or is sold, or when a hedge no longer meets the criteria for hedge accounting, any cumulative gain or loss existing in equity at that time remains in equity and is recognised when the forecast transaction is ultimately recognised in the income statement. When a forecast transaction is no longer expected to occur, the cumulative gain or loss that was reported in equity is immediately transferred to the income statement.

Net investment hedges

Derivatives and foreign currency borrowings are used as hedges for net investments in foreign operations. Any gain or loss on a derivative hedging instrument relating to the effective portion of the hedge is recognised in equity; the gain or loss relating to the ineffective portion of the hedge is recognised immediately in the income statement. Any gain or loss on foreign currency borrowings used as a hedge is recognised in equity.

Gains and losses accumulated in equity are included in the income statement on disposal or impairment of the foreign operation.

Derivatives that do not qualify for hedge accounting

Certain derivative instruments, while providing effective economic hedges under the Group's policies, are not designated as hedges. Changes in the fair value of any derivative instruments that do not qualify for hedge accounting are recognised immediately in the income statement. The Group does not hold or issue derivative financial instruments for speculative purposes.

Fair value estimation (effective 1 January 2005)

The fair value of financial instruments traded in active markets (such as available-for-sale securities) is based on quoted market prices at the balance sheet date. The fair value of foreign exchange contracts is determined using forward exchange market rates at the balance sheet date. Other financial instruments are valued using standard pricing models based on quoted forward market rates, interpolated between dates where appropriate, and discounted cash flow techniques.

Interest in shares of Reuters Group PLC

Shares held by the employee share ownership trusts and repurchased shares are recorded in the balance sheet as a deduction from shareholders' equity at cost.

Dividend distribution

Dividend distributions are recognised as a liability in the period in which the dividends are approved by the company's shareholders. Interim dividends are recognised when they are paid; final dividends when authorised in general meeting by shareholders.

Taxation

The tax expense for the year comprises current and deferred tax. Tax is recognised in the income statement except to the extent that it relates to items recognised directly in equity, in which case it is recognised in equity.

The current tax expense is based on the results for the year as adjusted for items that are not taxable or not deductible. Current tax is calculated using tax rates and laws that have been enacted or substantively enacted at the balance sheet date.

Deferred tax is accounted for using the balance sheet liability method, and is the tax expected to be payable or recoverable on temporary differences between the carrying amount of assets and liabilities in the financial statements and the corresponding tax bases used in the computation of taxable profit. Deferred tax is calculated based on the expected manner of realisation or settlement of the carrying amount of assets and liabilities, using tax rates that are expected to apply to the year of realisation or settlement based on tax rates and laws enacted or substantively enacted at the balance sheet date.

Deferred tax liabilities are generally recognised for all taxable temporary differences. Deferred tax liabilities are recognised for taxable temporary differences arising on investments in subsidiaries, associates and joint ventures except where the reversal of the temporary difference can be controlled and it is probable that the difference will not reverse in the foreseeable future.

Deferred tax assets are recognised to the extent it is probable that taxable profits will be available against which the deductible temporary differences can be utilised. The carrying amount of deferred tax assets is reviewed at each balance sheet date and reduced to the extent that it is no longer probable that sufficient taxable profits will be available to allow all or part of the asset to be recovered.

Deferred tax assets and liabilities are not recognised if the temporary differences arise from goodwill not deductible for tax purposes, or from the initial recognition (other than in a business combination) of other assets and liabilities in a transaction that affects neither the taxable profit nor the accounting profit.

Segment reporting

A business segment is a group of assets and operations engaged in providing products and services that are subject to risks and returns which are different from those in other business segments. A geographical segment is a different economic environment in which an entity operates.

Business segmentation is the primary reporting dimension for the Group, with geographical segmentation being the secondary reporting dimension. Accordingly, the four business divisions (Sales & Trading, Research & Asset Management, Enterprise, and Media) and Instinet Group (in 2004), are the primary reporting segments for the Group.

Note 1 on page 58 outlines in detail the allocation approach in respect of revenues, costs, assets and liabilities.

Standards, interpretations and amendments to published standards that are not yet effective

Certain new standards, amendments and interpretations to existing standards have been published that are mandatory for accounting periods beginning on or after 1 January 2006 or later periods but which the Group has chosen not to early adopt. The new standards which are expected to be relevant to the Group's operations are as follows:

IAS 39 (Amendment) 'Cash Flow Hedge Accounting of Forecast Intragroup Transactions' (effective from 1 January 2006)

The amendment allows the foreign currency risk of a highly probable forecast intragroup transaction to qualify as a hedged item in the consolidated financial statements, provided that: (a) the transaction is denominated in a currency other than the functional currency of the entity entering into that transaction; and (b) the foreign currency risk will affect consolidated profit or loss. The Group has no current plans to take advantage of this amendment.

IAS 39 (Amendment) 'The Fair Value Option' (effective from 1 January 2006)

This amendment changes the definition of financial instruments classified at fair value through profit or loss and restricts the ability to designate financial instruments as part of this category. The Group believes that this amendment should not have a significant impact on the classification of financial instruments, as the Group should be able to comply with the amended criteria for the designation of financial instruments at fair value through profit and loss. The Group will apply this amendment from annual periods beginning 1 January 2006.

IAS 39 and IFRS 4 (Amendments) 'Financial Guarantee Contracts' (effective from 1 January 2006)

This amendment requires issued financial guarantees, other than those previously asserted by the entity to be insurance contracts, to be initially recognised at their fair value and subsequently measured at the higher of: (a) the unamortised balance of the related fees received and deferred; and (b) the expenditure required to settle the commitment at the balance sheet date.

IFRS 7 'Financial Instruments: Disclosures' and IAS 1 (Amendment) 'Presentation of Financial Statements – Capital Disclosures' (effective from 1 January 2007)

IFRS 7 introduces new disclosures to improve the information about financial instruments. It requires the disclosure of qualitative and quantitative information about exposure to risks arising from financial instruments, including specified minimum disclosures about credit risk, liquidity risk and market risk, including sensitivity analysis to market risk. It replaces IAS 30 'Disclosures in the Financial Statements of Banks and Similar Financial Institutions', and disclosure requirements in IAS 32 'Financial Instruments: Disclosure and Presentation.' It is applicable to all entities that report under IFRS. The amendment to IAS 1 introduces disclosures about the level of an entity's capital and how it manages capital. The Group assessed the impact of IFRS 7 and the amendment to IAS 1 and concluded that the main additional disclosures will be the sensitivity analysis to market risk and the capital disclosures required by the amendment of IAS 1. The Group will apply IFRS 7 and the amendment to IAS 1 from annual periods beginning 1 January 2007.

IFRIC 4 'Determining whether an Arrangement contains a Lease' (effective from 1 January 2006)
IFRIC 4 requires the determination of whether an arrangement is, or contains a lease, to be based on the substance of the arrangement. It requires an assessment of whether: (a) fulfilment of the arrangement is dependent on the use of a specific asset or assets (the asset); and (b) the arrangement conveys a right to use the asset.

IAS 21 (Amendment) 'Net investment in a foreign operation'
This amendment relaxes the requirement for a monetary item that forms part of a reporting entity's net investment in a foreign operation to be denominated in the functional currency of either the reporting entity or the foreign operation. It also clarifies the treatment of so-called 'sister company loans'.

IFRIC 7 'Applying the restatement approach under IAS 29'
IFRIC 7 deals with the accounting when an entity identifies the existence of hyperinflation in the economy of its functional currency and how deferred tax items in the opening balance sheet should be restated. The Group has assessed the impact of the interpretation and concluded that it is not likely to have a significant effect on the Group's operations.

IFRIC 8 'Scope of IFRS 2'
IFRIC 8 clarifies that transactions within the scope of IFRS 2 'Share-based payment', include those in which the entity cannot specifically identify some or all of the goods or services received. If the identifiable consideration given appears to be less than the fair value of the equity instruments granted or liability incurred, this situation typically indicates that other consideration has been or will be received.

IFRIC 9 'Reassessment of embedded derivatives'
IFRIC 9 'Reassessment of embedded derivatives' clarifies that an entity should assess whether an embedded derivative is required to be separated from the host contract and accounted for as a derivative when the entity first becomes a party to the contract. Subsequent reassessment is prohibited, unless there is a change in the contract's terms, in which case it is required. The Group has assessed the impact of the interpretation and concluded that will not have a significant effect on the Group's operations.

Applicable accounting policies for 2004 comparatives

IAS 32 and IAS 39 have been adopted by the Group at 1 January 2005. The comparative information in 2004 for financial instruments, within the scope of IAS 39, is determined under the previous accounting policies in accordance with UK GAAP. Those policies include:

Investments

Government securities are stated in the balance sheet at the lower of cost plus accrued capital appreciation and market value. Income from these securities and any adjustment for changes in their market value during the year is reported as part of profit.

Debt issuance

Medium-term notes and commercial paper are stated at the amount of the net proceeds plus accrued interest or any discount or premium. Discounts or premiums to the nominal value are amortised over the term of the issue. Costs associated with debt issuance are charged against profit over the life of the instrument.

Foreign currency swap agreements and forward contracts are used to convert non-sterling debt into sterling. Interest rate swaps, swaptions and forward rate agreements are used to manage interest rate exposures. Amounts payable or receivable in respect of these derivatives are recognised as adjustments to interest expense over the period of the contract.

Treasury

The Group receives revenue and incurs expenses in more than 70 currencies and uses financial instruments to hedge a portion of its net cash flow and operating profit.

The derivative contracts are treated from inception as an economic hedge of the underlying financial instrument, with matching accounting treatment and cash flows. The derivative contracts have high correlation with the specific underlying risks being hedged, both at inception and throughout the hedge period.

The Group uses financial instruments to hedge a portion of its interest exposure. Profits and losses on financial instruments are reported as part of profit for the period to which they relate.

Financial instruments hedging the risk on foreign currency assets are revalued at the balance sheet date and the resulting gain or loss offset against that arising from the translation of the underlying asset into sterling.

The Group does not hold or issue derivative financial instruments for speculative purposes.

Notes to the financial statements

01 Segmental analysis – income statement

Primary reportable segments – business divisions

The Group operates through four business divisions: Sales & Trading, Research & Asset Management, Enterprise, and Media (excluding Instinet Group in 2004). Therefore, the Group's primary segmental reporting is by business division. In order to report segmental results, it is necessary to determine a methodology to allocate revenues, costs, assets and liabilities to those segments.

Each division is responsible for specific product revenues, with the exception of Reuters 3000 Xtra and the 2000/3000 range of products. Revenues for these shared products are attributed to either the Sales & Trading division or the Research & Asset Management division by reference to the nature of the customer purchasing the product. This is determined on a customer-by-customer basis.

Where costs relate to a specific division, they are mapped directly to that division. Where costs are shared, an activity based costing (ABC) technique is used to split these costs between divisions. The Reuters ABC model (known as Profitability Insight) allocates shared costs to business activities, which in turn are attributed to products, and therefore divisions, using cost drivers. These cost drivers (such as the number of helpdesk calls received or the number of installed accesses) are derived from a variety of underlying source systems. Judgement has been applied in determining these cost drivers and the resulting allocation of costs.

Divisional results could alter with the application of other allocation approaches and as continuous improvements are made to the Profitability Insight model.

Revenue and costs are allocated on a consistent basis year-on-year.

The tables below show a segmental analysis of results for Reuters continuing operations.
For information relating to discontinued operations, please see note 7 on page 62.

2005	Sales & Trading £m	Research & Asset Manage-ment £m	Enterprise £m	Media £m	Total £m
Revenue	1,595	268	393	153	**2,409**
Operating costs	(1,475)	(305)	(325)	(146)	**(2,251)**
Other operating income	37	–	8	4	**49**
Operating profit	157	(37)	76	11	**207**
Finance income					**41**
Finance costs					**(53)**
Profit on disposal of associates and available-for-sale financial assets					**38**
Share of post-taxation profits from associates and joint ventures					**5**
Profit before taxation					**238**
Taxation					**(9)**
Profit for the year from continuing operations					**229**

2004	Sales & Trading £m	Research & Asset Manage-ment £m	Enterprise £m	Media £m	Total £m
Revenue	1,542	262	391	144	2,339
Operating costs	(1,385)	(295)	(365)	(142)	(2,187)
Other operating income	18	17	5	2	42
Operating profit	175	(16)	31	4	194
Finance income					15
Finance costs					(27)
Profit on disposal of associates and available-for-sale financial assets					203
Share of post-taxation profits from associates and joint ventures					11
Profit before taxation					396
Taxation					(40)
Profit for the year from continuing operations					356

Divisional revenue comprises sales to external customers only. Divisional revenue from transactions with other segments is £nil (2004: £nil).

Back to Contents

The following table shows the aggregate of each business division's share of results of associates and joint ventures:

	2005 £m	2004 £m
Sales & Trading	**2**	2
Research & Asset Management	**–**	–
Enterprise	**–**	3
Media	**3**	6
Share of post-taxation profits from associates and joint ventures	**5**	11

The following table provides information relating to depreciation, amortisation, impairments and other significant non-cash expenditures (excluding impairments) included in the divisional operating costs above:

	2005			2004		
	Depreciation and amortisation £m	**Impairments £m**	**Other non-cash expenses (excluding impairments) £m**	Depreciation and amortisation £m	Impairments £m	Other non-cash expenses (excluding impairments) £m
Sales & Trading	**88**	**1**	**39**	83	22	13
Research & Asset Management	**19**	**–**	**4**	16	8	3
Enterprise	**21**	**1**	**2**	35	5	5
Media	**4**	**1**	**1**	6	–	1
Total	**132**	**3**	**46**	140	35	22

Impairments for 2004 exclude the £17 million impairment of goodwill in respect of BTC which has been reported in discontinued operations in 2005. Please see note 7 on page 62.

Please see note 13 on page 67 for more details relating to impairments.

Secondary reportable segments – geographical

Revenue is normally invoiced in the same geographical area in which the customer is located. Revenue earned, therefore, generally represents revenue both by origin and by destination.

The following table represents revenue from external customers by geographical area based on the geographical location of the customers:

Revenue	**2005 £m**	**% change**	2004 £m
UK and Ireland	**379**	**1%**	374
EMEA West	**375**	**(5%)**	393
EMEA East	**576**	**–**	577
Americas	**651**	**7%**	609
Asia	**428**	**11%**	386
Total revenue	**2,409**	**3%**	2,339

02 Revenue by type

An analysis of the Group's revenue from sale of goods and services by type is set out below:

	2005 £m	**% change**	2004 £m
Recurring	**2,242**	**4%**	2,164
Usage	**97**	**13%**	86
Outright	**70**	**(22%)**	89
Total revenue	**2,409**	**3%**	2,339

Customers generally pay for Reuters products and services in three ways. Recurring revenue is generated through subscription fees to cover access of terminals and maintenance fees for software. Usage revenue is principally derived from matching and trading transactions, and other newer electronic trading products such as RTFI and RTFX. Outright revenue comprises once-off sales including information and risk management solutions.

Back to Contents

Notes to the financial statements continued

03 Operating costs

Costs by nature	2005 £m	% change	2004 £m
Salaries, commission and allowances	**761**	**(3%)**	782
Social security costs	**67**	**7%**	63
Share based payments (see note 33)	**30**	**38%**	22
Pension costs (see note 25)	**55**	**92%**	28
Total staff costs	**913**	**2%**	895
Services*	**455**	**15%**	394
Depreciation	**99**	**(11%)**	112
Data	**281**	**14%**	247
Communications	**289**	**(4%)**	301
Space	**162**	**(8%)**	175
Amortisation of intangibles	**33**	**15%**	28
Impairments	**3**	**(90%)**	35
Fair value movements on other financial assets	**16**	**–**	–
Total operating costs	**2,251**	**3%**	2,187
Operating costs include:			
Research and development expenditure	**92**	**(13%)**	105
Operating lease expenditure:			
Hire of equipment	**6**	**(22%)**	7
Other, principally property	**67**	**(4%)**	70
Loss on disposal of property, plant and equipment	**–**	**–**	1
Advertising	**17**	**(14%)**	20

* Services include equipment hire and bought-in services, including consultancy and contractors, advertising and publicity, professional fees and staff-related expenses.

An analysis of the fees paid for professional services to the Group's auditors is set out below:

	2005 £m	% Change	2004 £m
Audit services:			
Statutory audit	**3.0**	**(6%)**	3.2
Audit-related services:			
Regulatory reporting	**0.2**	**–**	0.2
Further assurance services	**2.1**	**24%**	1.7
Tax services:			
Compliance services	**1.5**	**50%**	1.0
Advisory services	**1.1**	**(15%)**	1.3
Total fees paid	**7.9**	**7%**	7.4
United Kingdom	**3.8**	**36%**	2.8
Overseas	**4.1**	**(11%)**	4.6

The statutory audit fee includes £10,000 in respect of the parent company audit (2004: £10,000).

Further assurance services include advice on preparation for Sarbanes-Oxley Act S404 compliance (including the attest work in relation to Instinet Group's 2004 reporting requirements under the Act), review of conversion to IFRS reporting, advice in respect of accounting for the RPF and due diligence activities related to acquisitions and disposals. Tax compliance services include assistance with corporation and other tax returns. Tax advisory services relate to tax planning and employee-related issues.

The directors consider it important that the company has access to a broad range of external advice, including from PricewaterhouseCoopers. Where appropriate, work is put out to competitive tender. The Audit Committee monitors the relationship with PricewaterhouseCoopers, including the level of non-audit fees.

Back to Contents

04 Other operating income

	2005 £m	% change	2004 £m
Profit on disposal of subsidiaries	**4**	**5%**	4
Fair value movements on derivatives	**18**	**–**	–
Investment income	**1**	**–**	–
Foreign exchange gains	**3**	**–**	1
Other income	**23**	**(39%)**	37
Total other operating income	**49**	**16%**	42

Other income comprises amounts received in respect of service provided by Reuters to joint ventures and other parties.

05 Finance income and finance costs

	2005 £m	2004 £m
Interest receivable:		
Listed investments	**1**	–
Unlisted investments	**18**	15
Swap contracts	**18**	–
Fair value gains on financial instruments	**1**	–
Foreign exchange gains on borrowings	**3**	–
Total finance income	**41**	15
Interest payable:		
Bank loans and overdrafts	**(4)**	(2)
Other borrowings	**(23)**	(24)
Swap contracts	**(22)**	–
Fair value losses on financial instruments	**(2)**	–
Unwinding of discounts	**(2)**	(1)
Total finance costs	**(53)**	(27)

Following the adoption of IAS 39 'Financial Instruments: Recognition and Measurement' on 1 January 2005, derivatives are recognised separately from the underlying borrowings to which they relate. In 2005, therefore, interest on derivatives has been recognised separately from interest on the underlying borrowings. This treatment is different from the 2004 treatment where interest on derivatives was netted against interest on the underlying borrowings.

06 Taxation

Analysis of charge for the period

	2005 £m	2004 £m
Current taxation:		
Continuing operations	**(10)**	17
Discontinued operations	**50**	21
	40	38
Deferred taxation (see note 26):		
Continuing operations	**19**	23
Discontinued operations	**13**	1
	32	24
Continuing operations	**9**	40
Discontinued operations	**63**	22

Total taxation	**72**	62

Tax on items charged to equity

	2005		2004	
	Continuing £m	**Discontinued £m**	Continuing £m	Discontinued £m
Current tax charge on unrealised exchange movements	**–**	**–**	10	–
Deferred tax credit on actuarial losses on defined benefit plans	**(10)**	**–**	(45)	–
Deferred tax credit on stock options	**(10)**	**(1)**	(8)	(1)
Current tax credit on revaluations and fair value movements	**(4)**	**–**	–	–

Notes to the financial statements continued

Factors affecting tax charge for the period

The tax assessed for the period is lower than the standard rate of corporation tax in the UK (30%). The differences are explained below:

	2005 £m	2004 £m
Profit before taxation	**238**	396
Profit before taxation multiplied by standard rate of corporation tax in the UK of 30% (2004: 30%)	**71**	119
Effects of:		
Non-tax deductible amortisation and impairment of intangibles	**4**	11
Expenses not deductible for tax purposes	**4**	11
Non-taxable investment disposals and impairments	**(13)**	(66)
Adjustments in respect of prior years	**(23)**	(26)
Recognition of tax losses that arose in prior years	**(33)**	–
Other differences	**(1)**	(9)
Total taxation for continuing operations	**9**	40

The tax charge for the year includes a credit of £16 million in respect of UK taxation.

07 Discontinued operations

The Group adopted IFRS 5 'Non-current Assets Held for Sale and Discontinued Operations' from 1 January 2005 in accordance with the standard's provisions. The adoption of IFRS 5 has resulted in the presentation of Instinet Group (including BTC) and Radianz as discontinued operations for the year ended 31 December 2005. There is no impact on the prior year financial statements other than a change in the presentation of the results and cash flows of discontinued operations. The prior period balance sheets are not restated.

The 'Profit for the year from discontinued operations' line within the income statement comprises the post-taxation profit or loss of discontinued operations, and the post-taxation profit or loss recognised on the disposal of the assets or disposal groups.

	2005 £m	2004 £m
Profits after taxation of subsidiaries acquired with a view to resale	**–**	1
Profits after taxation of subsidiaries (net of taxation £20 million, 2004: £22 million)	**69**	39
Profit/(loss) on disposal of subsidiaries (net of taxation £43 million, 2004: £nil)	**184**	(1)
Impairment of subsidiaries (net of taxation £nil, 2004: £nil)	**–**	(20)
Profit for the year from discontinued operations	**253**	19
Basic earnings per ordinary share for discontinued operations	**16.3p**	0.6p
Diluted earnings per ordinary share for discontinued operations	**15.8p**	0.6p

Basic and diluted earnings per share are calculated using the weighted average number of ordinary shares as disclosed in note 8 on page 63.

Subsidiaries acquired with a view to resale: Radianz

On 21 October 2004, Reuters entered into exclusive discussions with BT to secure a long-term agreement for the provision of network services, including the sale of Radianz to BT. As a prerequisite to this agreement Reuters acquired Equant's 49% voting interest in Radianz, with a view to selling the 100% interest to BT.

On 29 April 2005, Reuters completed the sale of its 100% voting interest in Radianz to BT for gross proceeds of £115 million.

Subsidiaries acquired with a view to resale are, by definition, discontinued operations under IFRS 5. However, IFRS 5 was only applicable from 1 January 2005, whereas Reuters acquired the remaining 49% of the voting shares in Radianz in November 2004. Radianz was a subsidiary from this date, and was therefore consolidated under IAS 27 'Consolidated and Separate Financial Statements'. For presentation purposes, the results for the year and the balance sheet position at 31 December 2004 have been presented using the income statement and balance sheet headings detailed in IFRS 5. The 2004 'profits after taxation of subsidiaries acquired with a view to resale' of £1 million include a £9 million gain in respect of Reuters share of the disposal by Radianz of its Voice Services business offset by operating losses of Radianz for the year. Impairment of subsidiaries includes £3 million in respect of impairment of Radianz's net assets to fair value less costs to sell.

The disposal of Radianz resulted in a loss on disposal of £4 million, which is presented within the 'profit/loss on disposal of subsidiaries' within discontinued

Disposal of subsidiaries: Instinet Group (including BTC)

Reuters held approximately 62% of the shares in Instinet Group, a US based company, which was previously accounted for as a subsidiary of Reuters Group PLC on a 100% consolidated basis with offsetting minority interest.

On 31 March 2005, Reuters sold BTC, a soft dollar execution broker, to Instinet Group, for approximately 3.8 million shares of Instinet Group stock, valued at approximately £12 million. In 2004, an impairment loss of £17 million was recognised for BTC within 'profit for the year from discontinued operations'.

The sale to Instinet Group has been accounted for as a partial disposal of the Group's interest in BTC, which resulted in a loss of £3 million. BTC made profits after tax of £1 million in the period prior to sale.

On 22 April 2005, Instinet Group entered into a definitive agreement, pursuant to which NASDAQ would acquire all outstanding shares of Instinet Group.

At the same time, Instinet Group also agreed to sell its subsidiary, Lynch, Jones & Ryan, Inc. (LJR) to the Bank of New York for £96 million in cash, which closed on 1 July 2005.

In addition to these transactions, Instinet Group's Board approved the declaration of a dividend to all stockholders of an amount not to exceed the net proceeds of the LJR transaction. The dividend was declared in July for approximately £60 million in cash (Reuters share being approximately £37 million).

operations.

Back to Contents

Following regulatory approval, the NASDAQ transaction closed on 8 December 2005. The gross proceeds received by the Group on completion of the sale were £612 million.

Reuters has recorded a net gain on sale of £191 million.

Instinet Group's results up until sale, a profit after taxation of £68 million (before minority interest), are also included in the Group results as part of discontinued operations.

Results of Instinet and BTC	2005 £m	2004 £m
Revenue	**466**	551
Operating costs	**(402)**	(517)
Operating profit	**64**	34
Finance income	**13**	7
Profit on disposal of available-for-sale financial assets	**12**	20
Profit before taxation	**89**	61
Taxation	**(20)**	(22)
Profit for the period	**69**	39

The net cash flow attributable to discontinued operations is as follows:

	2005 £m	2004 £m
Cash generated from discontinued operations (see note 29)	**3**	(27)
Tax paid	**(13)**	(9)
Interest received	**13**	9
Interest paid	**–**	(1)
Net cash flow from operating activities	**3**	(28)
Net cash flow from investing activities*	**(474)**	28
Net cash flow from financing activities	**(85)**	129
Exchange gains/(losses) on cash and cash equivalents	**57**	(30)
(Decrease)/increase in cash and cash equivalents from discontinued operations	**(499)**	99

* In 2005, includes £582 million relating to cash held by subsidiaries at the date of disposal.

08 Earnings per ordinary share

Basic earnings per ordinary share is based on the results attributable to equity shareholders and on the weighted average number of ordinary shares in issue during the year, excluding ordinary shares purchased by employee share ownership trusts and shares purchased as part of the share buyback and held as own shares.

Diluted earnings per share is calculated adjusting the weighted average number of ordinary shares used in the basic earnings per share calculation to assume conversion of all dilutive potential ordinary shares resulting from outstanding share options.

Weighted average number in millions	2005	2004
Ordinary shares in issue	**1,438**	1,434
Non-vested shares held by employee share ownership trusts	**(32)**	(34)
Shares repurchased	**(10)**	–
Basic earnings per share denominator	**1,396**	1,400
Issuable under employee share schemes	**41**	36
Diluted earnings per share denominator	**1,437**	1,436

Earnings per share from continuing and discontinued operations	**2005**	2004
Profit attributable to equity holders of the company (£m)	**456**	364
Basic earnings per share	**32.6p**	26.0p
Diluted earnings per share	**31.7p**	25.4p

Earnings per share from continuing operations	2005	2004
Profit attributable to equity holders of the company (£m)	**229**	356
Basic earnings per share	**16.3p**	25.4p
Diluted earnings per share	**15.9p**	24.8p

09 Remuneration of directors

Section 9 of the remuneration report includes details of directors' emoluments, pension arrangements, long-term incentive plans and stock option plans, details of which form part of these financial statements.

Details of senior management remuneration are given in note 34 on page 95.

10 Employee information

The average number of employees during the year was as follows:

	2005	2004
Business division:		
Sales & Trading	**491**	305
Research & Asset Management	**658**	699
Enterprise	**925**	296
Media	**109**	64
Shared divisional resources	**1,974**	2,181
Total divisions	**4,157**	3,545
Global Sales & Service Organisation	**5,438**	5,944
Content	**3,841**	3,546
Corporate Services	**1,582**	1,780
Total continuing operations	**15,018**	14,815
Discontinued operations	**846**	1,165
Total average number of employees	**15,864**	15,980
By location:		
UK and Ireland	**3,332**	3,429
EMEA East	**2,266**	2,493
EMEA West	**1,364**	1,522
Americas	**4,292**	4,550
Asia	**3,764**	2,821
Total continuing operations	**15,018**	14,815
Discontinued operations	**846**	1,165
Total average number of employees	**15,864**	15,980
By function:		
Production and communications	**8,498**	8,315
Selling and marketing	**4,179**	3,878
Support services and administration	**2,341**	2,622
Total continuing operations	**15,018**	14,815
Discontinued operations	**846**	1,165
Total average number of employees	**15,864**	15,980
The above include:		
Development staff	**2,332**	2,282

The average number of employees during 2005 included 181 temporary staff (2004: 181).

Back to Contents

11 Consolidated reconciliation of changes in equity

		Attributable to equity holders of parent			Minority interest	Total equity
	Note	Share capital £m	Other reserves £m	Retained earnings £m	£m	£m
1 January 2004		**449**	**(1,717)**	**1,569**	**193**	**494**
Actuarial losses on defined benefit plans	25	–	–	(205)	–	**(205)**
Exchange adjustments offset in reserves		–	(34)	–	(14)	**(48)**
Translation differences taken to the income statement on disposal of assets		–	6	–	–	**6**
Taxation on the items taken directly to or transferred from equity		–	(10)	45	–	**35**
Net expense recognised directly in equity		**–**	**(38)**	**(160)**	**(14)**	**(212)**
Profit for the year		–	–	364	11	**375**
Total recognised (expense)/income for 2004		**–**	**(38)**	**204**	**(3)**	**163**
Employee share schemes		–	–	28	4	**32**
Taxation on employee share schemes		–	–	9	–	**9**
Proceeds from shares issued to ordinary shareholders	27	6	–	–	–	**6**
Proceeds from shares issued to minority shareholders of Instinet		–	–	–	4	**4**
Dividends:	32					
Interim dividend for 2004		–	–	(54)	–	**(54)**
Final dividend for 2003		–	–	(86)	–	**(86)**
Other movements in equity		–	–	1	1	**2**
31 December 2004		**455**	**(1,755)**	**1,671**	**199**	**570**
Transitional adjustment on first-time adoption of IAS 39*		–	108	19	2	**129**
1 January 2005		**455**	**(1,647)**	**1,690**	**201**	**699**
Actuarial losses on defined benefit plans	25	–	–	(48)	–	**(48)**
Exchange adjustments offset in reserves		–	97	–	21	**118**
Translation differences taken to the income statement on disposal of assets		–	(2)	–	–	**(2)**
Fair value losses on available-for-sale financial assets	16	–	(22)	–	7	**(15)**
Fair value gains on available-for-sale financial assets taken to the income statement on disposal of assets	16	–	(68)	–	(5)	**(73)**
Fair value losses on net investment hedges	17	–	(39)	–	–	**(39)**
Fair value gains taken to the income statement on disposal of net investment hedges	17	–	(14)	–	–	**(14)**
Taxation on the items taken directly to or transferred from equity		–	4	10	–	**14**
Net expense recognised directly in equity		**–**	**(44)**	**(38)**	**23**	**(59)**
Profit for the year		–	–	456	26	**482**
Total recognised (expense)/income for 2005		**–**	**(44)**	**418**	**49**	**423**
Employee share schemes		–	–	40	7	**47**
Taxation on employee share schemes		–	–	11	–	**11**
Purchase of own shares**		–	–	(224)	–	**(224)**
Proceeds from shares issued to ordinary shareholders	27	12	–	–	–	**12**
Proceeds of shares issued to minority shareholders of Instinet		–	–	–	3	**3**
Dividends:	32					
Interim dividend for 2005		–	–	(54)	–	**(54)**
Final dividend for 2004		–	–	(86)	–	**(86)**

Share of Instinet's dividend paid to minority shareholders	–	–	–	(23)	**(23)**
Other movements in equity	–	(1)	–	–	**(1)**
Minority interest in subsidiary disposed in the year	–	–	–	(237)	**(237)**
31 December 2005	**467**	**(1,692)**	**1,795**	**–**	**570**

* The transitional adjustment on the balance sheet at 1 January 2005 primarily comprises recognition of the fair value of the Group's investments in Savvis (£45 million gain) and Tibco Software Inc (TSI) (£86 million gain), offset by initial recognition of embedded derivatives (£14 million loss plus £3 million taxation credit). Note 17 on page 73 includes further details.

** Purchase of own shares represents the cost of 57 million shares in Reuters Group PLC purchased in the market as a part of the ongoing buyback programme.

Please refer to note 27 on page 89 and note 28 on page 90 for more information on the nature of and movements in share capital and other reserves respectively.

Retained earnings is stated after deducting £206 million (2004: £213 million) in respect of shares held by Reuters Employee Share Option Trusts (ESOTs) to satisfy certain options under the Group's share option plans (see note 33 on page 93).

Back to Contents

12 Segmental analysis – balance sheet

Primary reportable segments

The tables below show assets, liabilities and other information by business division. The assets and liabilities are attributed to business divisions using methodologies consistent with those applied to revenues and costs (see note 1):

Shared assets by business division consist principally of taxation, hedging derivatives, short-term investments, cash and borrowings as these are not managed separately by the division.

31 December 2005	Sales & Trading £m	Research & Asset Management £m	Enterprise £m	Media £m	Shared £m	Total £m
Assets (excluding investment in associates and joint ventures)	661	253	183	43	961	**2,101**
Investment in associates and joint ventures	11	5	3	17	–	**36**
Total assets	672	258	186	60	961	**2,137**
Total liabilities	(506)	(128)	(146)	(70)	(717)	**(1,567)**
Capital expenditure	197	53	82	14	–	**346**

31 December 2004	Sales & Trading £m	Research & Asset Management £m	Enterprise £m	Media £m	Instinet £m	Shared £m	Total £m
Assets (excluding investment in associates and joint ventures)	629	184	182	34	919	597	2,545
Investment in associates and joint ventures	9	5	3	18	–	–	35
Total assets	638	189	185	52	919	597	2,580
Total liabilities	(511)	(120)	(151)	(66)	(397)	(765)	(2,010)
Capital expenditure	71	20	28	6	19	–	144

Secondary reportable segments

	31 December 2005		31 December 2004	
By geographical location	**Total assets £m**	**Capital expenditure £m**	Total assets £m	Capital expenditure £m
UK and Ireland	**314**	**127**	476	57
EMEA West	**67**	**18**	140	2
EMEA East	**208**	**46**	147	14
Americas	**520**	**99**	1,102	56
Asia	**143**	**56**	133	15
Central	**885**	**–**	582	–
Total	**2,137**	**346**	2,580	144

Central assets by geography consist principally of investments in associates and joint ventures, taxation, hedging derivatives and centrally managed cash and short-term investments.

Back to Contents

13 Intangible assets

	Goodwill £m	Trade names £m	Customer relationships £m	Technology know-how £m	Internally generated software £m	Purchased software £m	**Total £m**
Cost:							
1 January 2004	243	30	–	153	21	53	**500**
Exchange differences	(14)	(2)	–	(9)	–	(2)	**(27)**
Additions:							
Acquisition of subsidiaries	5	1	1	–	–	–	**7**
Other additions	–	–	–	–	23	3	**26**
Disposals	(19)	–	–	–	–	–	**(19)**
Adjustments*	(6)	–	–	–	–	–	**(6)**
31 December 2004	209	29	1	144	44	54	**481**
Exchange differences	24	3	4	6	1	2	**40**
Additions:							
Acquisition of subsidiaries	103	4	59	4	–	–	**170**
Other additions	–	–	–	–	29	11	**40**
Reclassifications**	(9)	(3)	–	(65)	–	(3)	**(80)**
31 December 2005	**327**	**33**	**64**	**89**	**74**	**64**	**651**
Amortisation and impairment:							
1 January 2004	–	(9)	–	(50)	(2)	(19)	**(80)**
Exchange differences	–	–	–	4	–	1	**5**
Charged in the year:							
Amortisation	–	(2)	–	(20)	(2)	(11)	**(35)**
Impairment	(18)	–	–	–	(34)	(3)	**(55)**
31 December 2004	(18)	(11)	–	(66)	(38)	(32)	**(165)**
Exchange differences	–	(2)	–	(3)	–	(2)	**(7)**
Charged in the year:							
Amortisation	–	(3)	(4)	(15)	(3)	(10)	**(35)**
Impairment	–	–	–	–	(1)	–	**(1)**
Reclassifications**	–	3	–	38	–	3	**44**
31 December 2005	**(18)**	**(13)**	**(4)**	**(46)**	**(42)**	**(41)**	**(164)**
Carrying amount:							
31 December 2004	191	18	1	78	6	22	**316**
31 December 2005	**309**	**20**	**60**	**43**	**32**	**23**	**487**

* Adjustments of £6 million to goodwill in 2004 relate to the finalisation of earn out agreements in relation to the acquisition of AVT Technologies Limited and Capital Access International LLC, and also to the finalisation of fair value adjustments in respect of the acquisition of Multex. Fair value adjustments are based on an independent valuation performed by professionally-qualified valuers.

** Reclassifications relate to Instinet Group which was classified as a discontinued operation prior to its disposal during the year.

Carrying amount of intangibles other than goodwill, internally-generated software and purchased software, includes the following balances which are considered to be material to the Group's financial statements:

Arising on acquisition of	Nature (included in category)	Date of acquisition	Carrying amount £m	Remaining amortisation period
Telerate	Customer relationships	June 2005	52	9 years, 5 months
Bridge	Trade names	October 2001	16	5 years, 9 months

Bridge	Technology know-how	October 2001	15	5 years, 9 months

Impairment tests of goodwill during 2005

No impairment losses in respect of goodwill have been recognised in 2005.

For the purpose of performing impairment reviews, Reuters has identified eight cash generating units (CGUs). Annual impairment reviews are performed as at 1 July for all CGUs, which include allocated intangible assets with indefinite useful lives. No intangible assets other than goodwill have indefinite useful lives. These reviews compare the carrying value of each CGU with the present value of future cash flows arising from the use of the assets of the unit (value in use). If the value in use is less than the carrying value of the CGU, an impairment loss is recognised immediately in the income statement.

Goodwill has been allocated directly to CGUs, with the exception of goodwill arising from the acquisition of Telerate. This goodwill has been allocated £48 million to the Sales & Trading division and £24 million to the Enterprise division (excluding Risk) on the basis of the anticipated performance of Telerate's products in each of the markets in which they operate.

		Carrying amount of goodwill at	
Business division	Cash Generating Unit	**31 December 2005 £m**	31 December 2004 £m
Sales & Trading	Sales & Trading	**132**	74
	Bridge Trading Company	**–**	8
Research & Asset Management	Investment Banking & Investment Management	**103**	74
	Wealth Management	**–**	–
	Lipper	**31**	22
Enterprise	Enterprise (excluding Risk)	**29**	4
	Risk	**9**	9
Media	Media	**5**	–
Total		**309**	191

Key assumptions used in the value in use calculations are as follows:

Cash flow projections are derived from financial plans approved by the Board and cover a five year period. They reflect management's expectations of revenue growth, operating cost and margin for each CGU based on past experience. Projections exclude the expected revenue and cost synergy benefits arising from the various Core Plus growth strategies. Cash flows beyond the five year period have been extrapolated using estimated terminal growth rates.

A pre-tax discount rate of 9% (2004: 9%), reflecting the risks relating to the CGUs has been applied to cash flow projections. For accounting purposes, impairment testing has been performed using perpetuity growth rates ranging from 0% to 3% (2004: 0% to 3%). The rates used have been determined with regard to projected growth for the specific markets in which the CGUs participate. These rates are below the long-term average growth rate for the businesses in which Reuters operates.

The forecasts are most sensitive to changes in projected revenue growth rates in the first five years of the forecast period. However, there is significant headroom and forecast revenues would have to be more than 7% lower than currently projected, before a possible impairment charge would be indicated.

Impairment of goodwill and intangibles during 2004

Impairment losses in respect of goodwill in 2004 totalled £18 million, £17 million of which related to BTC, the soft dollar execution broker business.

In March 2005, Reuters agreed to sell BTC to Instinet Group in exchange for 3.8 million shares of Instinet Group. As a result, Reuters recognised a £17 million impairment loss on goodwill relating to BTC, which formed its own cash generating unit. Business had declined since the original purchase and future business could be further impacted by changes in the external marketplace. The loss was calculated on the basis of fair value less selling costs, as the value of the business could be ascertained by the existence in 2004 of an arms-length sale and purchase agreement. Although Instinet Group was a Group subsidiary at the time of the sale, Reuters had already announced an intention to sell the Instinet Group, subject to regulatory approval. The negotiations for the sale of BTC were therefore conducted on an arms-length basis. The impairment loss was reported within the Sales & Trading division and reclassified to discontinued operations in 2005.

Reuters also recorded a £37 million impairment on internally generated and purchased software of which £30 million relates to the impairment of a new order entry and billing system. During 2004, management revised the architectural solution to be simpler and more consistent with industry standards, leading to impairment of all of the previously capitalised expenditure. Management considers this decision will lead to a more cost effective and easier to execute solution in the longer term. The impairment loss has been allocated to the Sales & Trading (70%), Research & Asset Management (12%) and Enterprise (18%) business divisions. The balance relates to an impairment recorded in respect of development costs capitalised in our internal effort to build Reuters Knowledge for Investment Banking which was rationalised in favour of the newly acquired Multex platform and a write down in the value of capitalised software for Instinet Group which has been reclassified to discontinued operations in 2005.

Back to Contents

14 Property, plant and equipment

	Freehold property £m	Leasehold property £m	Computer systems equipment £m	Office equipment and motor vehicles £m	**Total £m**
Cost:					
1 January 2004	241	214	1,038	247	**1,740**
Exchange differences	(6)	(12)	(34)	(10)	**(62)**
Additions	1	32	69	9	**111**
Disposals	(83)	(47)	(215)	(53)	**(398)**
31 December 2004	153	187	858	193	**1,391**
Exchange differences	1	8	36	4	**49**
Additions	5	41	80	11	**137**
Acquisitions	–	–	1	1	**2**
Disposals	–	(8)	(91)	(15)	**(114)**
Reclassifications*	(1)	(62)	(41)	(36)	**(140)**
31 December 2005	**158**	**166**	**843**	**158**	**1,325**
Depreciation:					
1 January 2004	(95)	(112)	(853)	(203)	**(1,263)**
Exchange differences	6	3	32	5	**46**
Charged in the year	(8)	(11)	(95)	(16)	**(130)**
Disposals	27	27	208	48	**310**
31 December 2004	**(70)**	**(93)**	**(708)**	**(166)**	**(1,037)**
Exchange differences	(1)	(3)	(29)	(3)	**(36)**
Charged in the year	(4)	(13)	(73)	(13)	**(103)**
Disposals	–	8	89	14	**111**
Reclassifications*	–	31	33	34	**98**
31 December 2005	**(75)**	**(70)**	**(688)**	**(134)**	**(967)**
Carrying amount:					
31 December 2004	83	94	150	27	**354**
31 December 2005	**83**	**96**	**155**	**24**	**358**

* Reclassifications relate to Instinet Group's property, plant and equipment which was classified as discontinued operation prior to disposal during the year, other assets held for sale at the balance sheet date and depreciation capitalised as intangible assets.

Carrying amount of leasehold property	**2005 £m**	2004 £m
Long-term leaseholds	**33**	32
Short-term leaseholds	**63**	62
Total leasehold property	**96**	94

The carrying amount of computer systems equipment includes an amount of £2 million in respect of subscriber equipment being sourced and managed by IBM on behalf of Reuters. This equipment has been classified as an asset held under finance lease (2004: £nil). The agreement for provision of equipment and services by IBM includes a renewal clause and an option to purchase the equipment at fair market value.

15 Investments accounted for using the equity method

	Interests in joint ventures £m	Interests in associates £m	**Total £m**
Net assets/cost:			
1 January 2004	72	207	**279**
Reclassifications*	(47)	(31)	**(78)**
Exchange differences	(1)	–	**(1)**
Arising in year – share of:			
Operating profits	5	8	**13**
Taxation	–	(2)	**(2)**
Dividends received	(3)	(1)	**(4)**
Loans repaid to joint ventures	5	–	**5**
Disposals	–	(176)	**(176)**
Shareholder taxes	(2)	–	**(2)**
31 December 2004	29	5	**34**
Exchange differences	2	–	**2**
Arising in year – share of:			
Operating profits	5	–	**5**
Interest receivable	1	–	**1**
Taxation	(1)	–	**(1)**
Additions	1	–	**1**
Dividends received	(4)	–	**(4)**
Disposals	(1)	–	**(1)**
Impairments	–	(2)	**(2)**
31 December 2005	**32**	**3**	**35**
Goodwill:			
1 January 2004	–	1	**1**
31 December 2004	–	1	**1**
31 December 2005	**–**	**1**	**1**
Carrying amount:			
Net assets/cost	29	5	**34**
Goodwill	–	1	**1**
31 December 2004	29	6	**35**
Net assets/cost	32	3	**35**
Goodwill	–	1	**1**
31 December 2005	**32**	**4**	**36**

* Reclassifications relate to the Group's investment in Radianz, which was classified as discontinued operation in 2004 and sold during 2005.

The Group holds 50% of the voting stock in Factiva which is a joint venture between Reuters and Dow Jones that provides a deep historical archive of Reuters news, Dow Jones news and around 8,000 additional publications.

The Group holds a 51% interest in AFE Solutions Limited, a 39% holding in 3 Times Square Associates LLC and a 40% holding in Independent Research Network LLC, being other jointly controlled entities accounted for under the equity method of accounting.

Back to Contents

Summarised financial information in respect of the Group's interests in joint ventures at 31 December is as follows:

	2005 £m	2004 £m
Income	**83**	80
Expenses	**(78)**	(75)
Profit	**5**	5
Non-current assets	**76**	66
Current assets	**37**	37
Current liabilities	**(20)**	(19)
Non-current liabilities	**(61)**	(55)
Carrying value	**32**	29

Summarised financial information in respect of the Group's interests in its principal associates at 31 December is as follows:

	2005 £m	2004 £m
Revenues	**21**	43
Profit	**–**	6
Assets	**19**	17
Liabilities	**(15)**	(11)
Carrying value	**4**	6

16 Other financial assets and liabilities

Other financial assets and derivatives are stated at fair value in 2005 and comparatives have been presented under UK GAAP as noted in the accounting policies. They include the following:

	2005 £m	2004 £m
Available-for-sale financial assets:		
Equity securities	**13**	47
Other available-for-sale financial assets	**5**	10
Short-term investments	**1**	258
Derivative financial instruments (see note 17)	**21**	–
Total	**40**	315
Less: Non-current portion	**(22)**	(28)
Current portion	**18**	287

Movements in the carrying value of available-for-sale financial assets are analysed as follows:

	2005 £m	2004 £m
Opening balance	**57**	54
Adjustment on adoption of IAS 39 on 1 January 2005	**101**	–
Opening balance as adjusted	**158**	54
Foreign exchange	**–**	(1)
Additions	**1**	–
Fair value adjustments transferred to equity	**(50)**	–
Reclassifications*	**(23)**	31

Disposals	**(68)**	(27)
Closing balance	**18**	57

* Reclassifications in 2005 include balances transferred to assets held for sale and liabilities associated with assets held for sale. Reclassifications in 2004 include balances transferred from investments in associates, following Reuters part-disposal of its stake in TSI.

Fair value movements on other financial assets and liabilities recognised during 2005 include the following:

	Fair value gain/(loss) in income statement £m	Fair value gain/(loss) in equity £m
Available-for-sale financial assets	–	(50)
Financial assets held at fair value through profit or loss	(16)	–
Embedded derivatives in revenue contracts	21	–
Embedded derivatives in supplier contracts	(2)	–
Hedging instruments:		
Cross-currency interest rate swaps – fair value hedges	(1)	–
Cross-currency interest rate swaps – net investment hedges	(1)	(39)
Total	**1**	**(89)**

Other financial liabilities include the following:

	2005 £m	2004 £m
Borrowings:		
Bank overdrafts	**25**	17
Bank loans	**–**	37
Term notes and commercial paper	**383**	456
Finance lease payables	**2**	–
Total borrowings	**410**	510
Derivative financial instruments (see note 17)	**10**	–
Total	**420**	510
Less: Non-current portion	**(371)**	(329)
Current portion	**49**	181

The term notes principally relate to a public bond of £356 million which is repayable in November 2010 and incurs interest at a fixed rate of 4.6%.

The maturity profile of finance lease payables is as below:

	Minimum lease payments		Present value of minimum lease payments	
	2005 £m	2004 £m	2005 £m	2004 £m
Within one year	**1**	–	**1**	–
One to five years	**1**	–	**1**	–
Greater than five years	**–**	–	**–**	–
	2	–	**2**	–

The fair value of the Group's lease obligations approximates to their carrying amounts.

17 Derivatives and other financial instruments

IAS 32 'Financial Instruments: Presentation and Disclosure' and IAS 39 'Financial Instruments: Recognition and Measurement' were adopted by the Group with effect from 1 January 2005. Financial information was prepared under UK GAAP for the financial period ended 31 December 2004. Comparative information for 2004 is therefore shown separately after the 2005 information below.

Management of financial risk

The Group's activities expose it to a variety of financial risks: market risk (including currency risk, fair value interest rate risk and price risk), credit risk, liquidity risk and cash flow interest rate risk. The Group's overall risk management programme focuses on the unpredictability of financial markets and seeks to minimise potential adverse effects on the Group's financial performance.

The main risks managed by the Group, under policies approved by the Board, are foreign currency risk, interest rate risk, liquidity and refinancing risk and counterparty credit risk. The Board periodically reviews Reuters treasury activities, policies and procedures. All treasury activity takes place within a formal control framework.

Market risk

Currency risk

Foreign exchange risk arises from cash flows relating to commercial transactions, recognised assets and liabilities and net investments in foreign operations.

Transaction exposure occurs when, as a result of trading activities, an entity receives or pays cash in a currency different from its functional currency. A substantial portion of Reuters revenue is receivable in foreign currencies with terms of payments up to three months in advance. Reuters is exposed to currency risk from committed revenue for periods of up to two years.

The Group has certain investments in foreign operations, whose net assets and related goodwill are exposed to foreign currency translation risk. The main currencies to which the Group is exposed are the US dollar, the Swiss franc and the Euro. Group policy is for currency exposure to be managed primarily through maintaining debt in currencies approximately proportionate to the foreign currency net assets. The currency of the debt may be altered by the use of currency swaps.

Price risk

Movements in equity security prices change the carrying value of available-for-sale financial assets, with changes being recorded in equity. On adoption of IAS 39 on 1 January 2005, Reuters designated its investment in Savvis convertible preference shares as being held at fair value through profit or loss, with movements in the fair value being recognised within the income statement. The shares were pledged as part of the consideration for the Telerate acquisition (see note 36) in June 2005 and no further fair value movements were recorded in the income statement after this point.

The Group does not have a material exposure to commodity price risk.

Credit risk

The Group is exposed to concentrations of credit risk. Trade debtors are concentrated in the financial community. The Group estimates that approximately 72% of its subscribers are financial institutions, 14% are corporations in other sectors of the business community, 9% are from the news media and 5% are government institutions and individuals worldwide (2004: 72%, 17%, 4% and 7%).

The maximum exposure to credit risk at 31 December 2005 was as follows: trade receivables £120 million, amounts owed by associates and joint ventures £4 million, accrued income £38 million, short-term investments £1 million, cash and equivalents £662 million and derivatives £21 million (2004: £131 million, £3 million, £38 million, £258 million, £578 million, £64 million).

The Group invests with high credit quality financial institutions. The Group has policies that limit the amount of credit exposure to any one financial institution. All derivative instruments are unsecured, but the amount of this credit risk is generally restricted to any fair value gain and not the principal amount hedged. However, Reuters does not anticipate non-performance by the counterparties who are all banks with recognised long-term credit ratings of 'A3/A-' or higher.

Liquidity risk

Prudent liquidity risk management implies maintaining sufficient cash and marketable securities, the availability of funding through an adequate amount of committed credit facilities and the ability to close out market positions. Reuters manages its net debt position and interest costs to support its continued access to the full range of debt capital markets.

In April 2003, Reuters entered into a committed syndicated credit facility for £1.0 billion. In 2004, £520 million of the facility either expired or was voluntarily cancelled. At 31 December 2005, Reuters had £480 million available under the facility. The facility was undrawn during 2005. The commitment expires and final repayment is due in April 2008.

At the same time as the syndicated facility was arranged, committed bilateral facilities of £90 million were also put in place on similar terms. During 2004, £66 million of the facilities either expired or were voluntarily cancelled. At 31 December 2005, Reuters had £24 million available, all of which was undrawn. No loans were outstanding under this facility during 2005.

In March 1998, Reuters established a Euro commercial paper programme. This provides access to £1.5 billion of uncommitted short-term finance of which £1.5 billion was unused at 31 December 2005 (£1.4 billion was unused at 31 December 2004). In December 1998, Reuters established a £1.0 billion Euro medium-term note programme of which £631 million was unused at 31 December 2005 (£613 million was unused at 31 December 2004).

In addition, at 31 December 2005, the Group had unused, short-term, uncommitted bank borrowing facilities denominated in various currencies, the sterling equivalent of which was approximately £139 million, at money market rates.

Cash flow and fair value interest rate risk

The Group's interest rate risk arises from interest-bearing assets and from borrowings.

Investments and borrowings subject to variable rates expose the Group to cash flow interest rate risk, which is the risk that future cash flows will fluctuate because of changes in market interest rates. Investments and borrowings subject to fixed rates expose the Group to fair value interest rate risk, as the fair value of the financial instrument fluctuates because of changes in market interest rates.

The Group has no specific requirements on the exact proportion of interest that should be fixed or floating. The position is reviewed periodically on a currency by currency basis. Various factors are considered in the review including existing debt covenant restrictions, forecast core debt levels and prevailing market conditions. Based on this review, the Group manages its cash flow interest rate risk by using interest rate swaps. Under interest rate swaps, the Group agrees with other parties to exchange, at specified intervals (mainly quarterly), the difference between fixed contract rates and floating-rate interest amounts calculated by reference to the agreed notional principal amounts.

Back to Contents

Financial assets and liabilities

Carrying and fair values of Group financial assets and liabilities at 31 December were:

	2005	
	Carrying value £m	Fair value £m
Derivative instruments:		
Cross-currency interest rate swaps – fair value hedges < 1 year	2	2
Cross-currency interest rate swaps – fair value hedges > 1 year	12	12
Embedded derivatives in revenue contracts	6	6
Embedded derivatives in supplier contracts	(1)	(1)
Cross-currency interest rate swaps – net investment hedges	(8)	(8)
Financial assets:		
Available-for-sale assets (see note 16)	18	18
Trade receivables less provision for impairment (see note 19)	120	120
Amounts owed by associates and joint ventures (see note 19)	4	4
Other receivables (see note 19)	68	68
Accrued income*	38	38
Short-term investments (see note 16)	1	1
Cash and cash equivalents (see note 20)	662	662
Financial liabilities:		
Borrowings (see note 16)	(410)	(410)
Trade payables (see note 22)	(14)	(14)
Accruals**	(262)	(262)
Amounts owed to associates and joint ventures (see note 22)	(11)	(11)
Other payables***	(36)	(36)
Other provisions and liabilities for charges****	(113)	(113)
Total	**76**	**76**

* Prepayments and accrued income in note 19 (£78 million) include £40 million of prepayments that are not financial assets.

** Accruals in note 22 (£264 million) include £2 million of non-financial liabilities.

*** Other payables in note 22 (£48 million) include £3 million of progress payments on contracts and £9 million of subscriptions in advance which are non-financial liabilities.

**** Other provisions and liabilities for charges in note 24 (£139 million) includes £26 million of non-financial liabilities.

The fair value of foreign exchange contracts is determined using forward exchange market rates at the balance sheet date. Other financial instruments are valued using standard pricing models based on quoted forward market rates, interpolated between dates where appropriate, and discounted cash flow techniques.

Embedded derivatives arise in revenue and supplier contracts where the currency of the contract is different from the functional currencies of the parties involved. The derivatives are separated from the host contracts and valued using quoted forward market rates.

Borrowings are recorded initially at fair value and subsequently recorded at amortised cost, adjusted for fair value movements in respect of related fair value hedges.

Derivative instruments

Derivative instruments held at 31 December 2005 were:

	Gross contract amounts £m	Assets £m	Liabilities £m
Maturing in less than one year:			
Cross-currency interest rate swaps – fair value hedges	19	2	–
Forward foreign exchange contracts – held for trading	131	–	–

Embedded derivatives in revenue contracts	440	6	–
Embedded derivatives in supplier contracts	26	–	1
	616	8	1
Maturing in greater than one year:			
Cross currency interest rate swaps – net investment hedges	304	1	9
Cross currency interest rate swaps – fair value hedges	337	12	–
Interest rate swaps – fair value hedges	10	–	–
	651	13	9
Total	**1,267**	**21**	**10**

Gross contract amounts are calculated at historical exchange rates.

During 2005, certain derivatives were transacted for the purpose of providing an economic hedge for an underlying risk but were not formally documented as hedges and consequently are classified above as forward foreign exchange contracts – held for trading.

Back to Contents

Reuters designated its investment in Savvis convertible preference shares as being held at fair value through profit or loss at 1 January 2005. The investment was pledged as part of the consideration on the Telerate acquisition in June 2005 (see note 36). Movements in the fair value of the investment between the start of the year and the date of disposal have been recognised within the income statement.

The following table provides an analysis by currency of interest rate swaps held for risk management purposes at 31 December 2005:

Received	Paid	Gross contract amount £m
Euro fixed	Sterling floating	351
Euro fixed	Euro floating	10
Japanese yen fixed	Sterling floating	5
Sterling floating	US dollar floating	280
Sterling floating	Swiss franc floating	24
Total		**670**

Interest is receivable under swap contracts at rates between 0.1% and 5.3% and is payable at rates between 1.5% and 5.3% . Interest rate swaps are due to mature at various dates between January 2006 and November 2010.

The following table provides an analysis by currency of forward exchange contracts held for risk management purposes at 31 December 2005:

	Gross contract amount £m
Sales:	
US dollar	22
Euro	14
Japanese yen	12
Australian dollar	8
Hong Kong dollar	8
Canadian dollar	7
Purchases:	
Singapore dollar	24
South Africa rand	23
Swiss franc	9
Other	4
Total	**131**

Foreign exchange forward contracts are due to mature in January 2006.

Hedges of net investment in foreign entity

The Group's long-term borrowing undertaken in November 2003 was swapped into US dollars and Swiss francs by transacting cross-currency interest rate swaps and designated as a hedge of the net investment in the Group's foreign subsidiaries. The resulting debt of $470 million was designated against the US dollar foreign investment in Instinet Group until the time of its disposal and subsequently restructured and redesignated as a hedge of $498 million against the foreign investment in Reuters America LLC and goodwill arising on various acquisitions. The resulting Swiss franc liability of 55 million Swiss francs is designated as a hedge of the foreign investment in Reuters SA. The foreign exchange risk arising on retranslation of a €485 million quasi-equity loan from Reuters Finance (CI) Limited to Reuters Group PLC was hedged into sterling by designating a cross-currency interest rate swap as a hedge.

Hedges of fair values

The fair value interest rate risk of the €500 million fixed rate bond issued by Reuters Finance PLC was hedged by being swapped into floating rate interest. The foreign exchange risk arising from retranslation and interest rate risk arising from the impact of changes in interest rates on the fair values of foreign currency medium-term notes amounting to £27 million and maturing in 2006 and 2008 were also swapped into floating rate sterling interest rates. The above hedges were executed in the form of cross-currency interest rate swaps.

The weighted average variable rate payable on the interest rate swaps used to alter the currency and interest rate profile of debt issued at 31 December 2005 was

Financial instrument sensitivity analysis

The analysis below summarises the sensitivity of the fair value of the Group's financial instruments to hypothetical changes in market rates. Fair values are the present value of future cash flows based on market rates at the valuation date.

The estimated adverse changes in the fair value of financial instruments are based on an instantaneous:

- 1% increase in the specific rate of interest from the levels effective at 31 December 2005 with all other variables remaining constant; and
- 10% weakening in the value of sterling against all other currencies from the levels applicable at 31 December 2005 with all other variables remaining constant.

5%. The weighted average variable rate is based on the rate implied in the yield curve at the balance sheet date.

Notes to the financial statements continued

	Fair value £m	Fair value changes arising from: 1% increase in interest rates £m	10% weakening in other currencies against £ £m
Financial assets:			
Available-for-sale assets (see note 16)	18	–	(2)
Trade receivables less provision for impairment (see note 19)	120	–	(12)
Amounts owed by associates and joint ventures (see note 19)	4	–	–
Other receivables (see note 19)	68	–	(4)
Accrued income*	38	–	(3)
Short-term investments (see note 16)	1	–	–
Cash and cash equivalents (see note 20)	662	–	–
Financial liabilities:			
Borrowings (see note 16)	(410)	22	38
Trade payables (see note 22)	(14)	–	1
Accruals**	(262)	–	16
Amounts owed to associates and joint ventures (see note 22)	(11)	–	–
Other payables***	(36)	–	2
Other provisions and liabilities for charges****	(113)	–	9
Derivatives:			
Currency and interest rate swaps	6	(22)	4
Forward contracts	–	–	(1)
Embedded derivatives in revenue contracts	6	–	(44)
Embedded derivatives in supplier contracts	(1)	–	3
Total	**76**	**–**	**7**

* Prepayments and accrued income in note 19 (£78 million) include £40 million of prepayments that are not financial assets.

** Accruals in note 22 (£264 million) include £2 million of non-financial liabilities.

*** Other payables in note 22 (£48 million) include £3 million of progress payments on contracts and £9 million of subscriptions in advance which are non-financial liabilities.

**** Other provisions and liabilities for charges in note 24 (£139 million) includes £26 million of non-financial liabilities.

Monetary assets and liabilities

Monetary assets and liabilities by currency, excluding the functional currency of each operation, at 31 December 2005 were:

	Net foreign currency monetary assets/(liabilities): Sterling £m	US dollar £m	Euro £m	Swiss franc £m	Japanese yen £m	Hong Kong dollar £m	Other £m	Total £m
Functional currency of operation:								
Sterling	–	(20)	15	(8)	11	8	(55)	(49)
US dollar	(13)	–	(4)	(4)	–	(1)	(4)	(26)
Euro	(2)	3	–	–	–	–	7	8
Swiss franc	(2)	12	11	–	–	–	–	21
Hong Kong dollar	2	1	–	–	–	–	–	3
Other	(3)	13	–	–	–	–	–	10

Total	**(18)**	**9**	**22**	**(12)**	**11**	**7**	**(52)**	**(33)**

Exchange differences that arise as a consequence of trading transactions and the translation of monetary assets and liabilities are taken to the income statement (see more detailed disclosure above).

Back to Contents

The currency and interest rate profile of the Group's financial assets and liabilities that are subject to interest rate risk at 31 December 2005 was:

	Classes of financial assets and liabilities						
	Short-term investments £m	Cash and cash equivalents £m	Bank overdrafts £m	Term notes and commercial paper £m	Finance lease creditors £m	Total £m	Weighted average interest rate %
By currency:							
Sterling:							
Floating	–	580	(24)	–	–	556	4
US dollar:							
Floating	–	19	–	–	–	19	4
Fixed	–	–	–	–	(2)	(2)	6
Euro:							
Floating	–	8	–	–	–	8	2
Fixed	–	–	–	(378)	–	(378)	4
Other:							
Floating	1	55	(1)	–	–	55	3
Fixed	–	–	–	(5)	–	(5)	1
Total	**1**	**662**	**(25)**	**(383)**	**(2)**	**253**	
By maturity:							
Within one year	1	662	(25)	(22)	(1)	615	
Between one and two years	–	–	–	–	(1)	(1)	
Between two and three years	–	–	–	(5)	–	(5)	
Between three and four years	–	–	–	–	–	–	
Between four and five years	–	–	–	(356)	–	(356)	
Over five years	–	–	–	–	–	–	
Total	**1**	**662**	**(25)**	**(383)**	**(2)**	**253**	

Total financial liabilities at 31 December 2005 are repayable as follows:

	Borrowings £m	Other financial liabilities £m
Within one year	48	379
Between one and two years	1	30
Between two and three years	5	8
Between three and four years	–	8
Between four and five years	356	4
Over five years	–	7
Total	**410**	**436**

The exposure of the Group's borrowings to interest rate changes and the contractual re-pricing dates are as follows:

	6 months or less £m	6–12 months £m	1–5 years £m	Over 5 years £m	Total £m
Bank overdrafts	25	–	–	–	25
Term notes and commercial paper	22	–	361	–	383
Finance lease creditors	1	–	1	–	2

Effect of interest rate swaps	361	–	(361)	–	–
Total	**409**	**–**	**1**	**–**	**410**

Back to Contents

Derivatives and other financial instruments (2004 UK GAAP comparatives)

The accounting policies relevant to this note in 2004 under UK GAAP are given on page 57.

The following disclosure for Derivatives and Other Financial Instruments was made at 31 December 2004 in the annual report prepared under UK GAAP.

A substantial portion of the Group's revenue is receivable in foreign currencies with terms of payment up to three months in advance. As such, the Group is subject to currency exposure from committed revenue and, additionally, to interest rate risk from borrowing and the investment of cash balances. The Group seeks to limit these risks by entering into a mix of derivative financial instruments.

If the derivative financial instruments were considered separately from the underlying future revenue and interest, the Group would be subject to market risk on these financial instruments from fluctuations in currency and interest rates. The Group only enters into such derivative financial instruments to hedge (or reduce) the underlying exposure described above. There is, therefore, no net market risk on such derivative financial instruments and only a credit risk from the potential non-performance by counterparties. The amount of this credit risk is generally restricted to any hedging gain and not the principal amount hedged.

Derivative instruments held at 31 December 2004 were:

	2004		
	Gross contract amounts £m	Carrying value £m	Fair value £m
Foreign exchange forward contracts:			
Contracts in profit	124	1	1
Contracts in loss	271	(1)	(1)
Foreign currency options:			
Contracts in profit	–	–	–
Contracts in loss	–	–	–
Currency and interest rate swaps:			
Contracts in profit	373	54	64
Contracts in loss	5	–	–
Total	773	54	64

The fair values of foreign currency and interest rate management instruments are estimated on the basis of market quotes, discounted to current value using market-quoted interest rates.

An analysis by currency of derivative contracts held for currency hedging purposes at 31 December 2004 is set out below:

	2004	
	Swaps %	Forwards %
Euro	8	28
Japanese yen	3	2
Swiss franc	19	15
US dollar	70	37
Other	–	18
Total	100	100

Foreign exchange forward contracts mature at dates up to February 2005, currency swaps and interest rate swaps both mature at various dates through to November 2010.

The results of currency and interest rate hedging activities for the year to December 2004 are as summarised below:

Recognised gains	2004 £m
Currency hedging	29
Interest rate hedging	10

Recognised currency hedging gains in 2004 were favourable mainly due to the effect of the weaker US dollar on hedges of the net investment in overseas subsidiaries.

Back to Contents

Gains and losses on instruments used for hedging are not recognised until the exposure that is being hedged is itself recognised. Unrecognised gains and losses on instruments used for hedging, and the movements, are set out below:

Hedging	Gain £m	(Losses) £m	Net £m
			2004
Unrecognised at 1 January 2004:	5	(4)	1
Arising in previous years			
Recognised in 2004	4	(2)	2
Not recognised in 2004	1	(2)	(1)
Arising in 2004:			
Not recognised in 2004	11	–	11
Unrecognised at 31 December 2004	12	(2)	10
Of which:			
Expected to be recognised in 2005	1	(1)	–
Expected to be recognised in 2006 or later	11	(1)	10

Net unrecognised gains on derivatives used for hedging were £10 million at 31 December 2004.

The weighted average variable rate payable on the interest rate swaps used to alter the currency and interest rate profile of debt issued at 31 December 2004 was 3%. The weighted average variable rate is based on the rate implied in the yield curve at the balance sheet date.

All derivative instruments are unsecured. However, Reuters does not anticipate non-performance by the counterparties who are all banks with recognised long-term credit ratings of ‘A3/A-’ or higher.

Carrying and fair values of Group financial assets and liabilities at 31 December were:

	Carrying value £m	Fair value £m
		2004
Derivative instruments	54	64
Other financial assets:		
Fixed asset investments	28	34
Long-term debtors	20	20
Investments held for resale	108	194
Other short-term investments and cash	836	836
Other financial liabilities:		
Short-term borrowings	(181)	(181)
Long-term borrowings	(329)	(329)
Other financial liabilities	(97)	(97)

The fair value of fixed asset investments and investments held for sale is the carrying value unless the investment has a readily determinable market value which is higher.

The fair value of listed short-term investments was based on quoted market prices for those investments. The carrying amount of the other short-term deposits and investments approximated to their fair values due to the short maturity of the instruments held.

The fair value of short-term borrowings approximated to the carrying value due to the short maturity of the investments.

Short-term debtors and creditors have been excluded from the above analysis and all other disclosures in this note, other than the currency risk disclosures.

Financial instrument sensitivity analysis

The analysis below summarises the sensitivity of the fair value of the Group’s financial instruments to hypothetical changes in market rates. Fair values are the present value of future cash flows based on market rates at the valuation date.

The estimated adverse changes in the fair value of financial instruments are based on an instantaneous:

- 1% increase in the specific rate of interest from the levels effective at 31 December 2004 with all other variables remaining constant; and
- 10% weakening in the value of sterling against all other currencies from the levels applicable at 31 December 2004 with all other variables remaining constant.

		Fair value changes arising from	
	Fair value	1% increase in interest rates (adverse)	10% weakening in £ against other currencies (adverse)

	£m	£m	£m
Current and interest rate swaps	64	(27)	(10)
Forward contracts	–	–	(16)
Total	64	(27)	(26)

Back to Contents

Monetary assets and liabilities by currency, after cross currency swaps, excluding the functional currency of each operation at 31 December 2004, were:

	Net foreign currency monetary assets/(liabilities)							
	Sterling £m	US dollar £m	Euro £m	Swiss franc £m	Japanese yen £m	Hong Kong dollar £m	Other £m	Total £m
Functional currency of operation:								
Sterling	–	(71)	42	(6)	1	–	22	(12)
US dollar	(15)	–	(21)	(16)	–	–	(2)	(54)
Euro	–	(4)	–	–	–	–	1	(3)
Swiss franc	(23)	2	3	–	(1)	–	–	(19)
Japanese yen	1	–	–	–	–	–	–	1
Hong Kong dollar	1	18	–	–	5	–	–	24
Other	–	4	(1)	–	–	–	–	3
Total	(36)	(51)	23	(22)	5	–	21	(60)

Exchange differences that arise as a consequence of trading transactions and the translation of monetary assets and liabilities are taken to the income statement. In accordance with the Group's accounting policy, exchange differences attributable to long-term foreign currency borrowings used to finance the Group's foreign currency investments are taken directly to reserves. Consequently, long-term foreign currency borrowings have been excluded from the above table.

The currency and interest rate profile of the Group's financial assets at 31 December 2004 was:

	Cash and short-term investments				Fixed rate investments	
	Total £m	Non-interest bearing assets £m	Floating rate investments £m	Fixed rate investments £m	Weighted average interest rate at 31 December %	Weighted average time for which rate is fixed Years
Sterling	416	80	336	–	–	–
US dollar	469	58	411	–	–	–
Euro	33	7	26	–	–	–
Other	74	11	58	5	–	3
31 December 2004	992	156	831	5	–	3

Interest on floating rate investments is earned at rates based on local money market rates. Floating rate investments include £370 million of money market deposits which mature within three months of the balance sheet date.

Fixed rate investments are those investments which have an interest rate fixed for a period of greater than one year.

The currency and interest rate profile of the Group's financial liabilities after allowing for interest rate and cross-currency swaps at 31 December 2004 was:

	Borrowings		
	Total £m	Other financial liabilities £m	Floating rate borrowings £m
Sterling	280	60	220
US dollar	271	21	250
Euro	25	13	12
Swiss francs	27	2	25
Other	4	1	3
31 December 2004	607	97	510

The floating rate borrowings comprise bank loans and overdrafts bearing interest at rates based on local money market rates, commercial paper and medium-term notes. The weighted average effective interest rate on borrowings at 31 December 2004 was 4%. The above analysis excludes creditors falling due within one year which are of a non-financial nature.

Back to Contents

Total financial liabilities at 31 December 2004 are repayable as follows:

	Borrowings £m	Other financial liabilities £m
Within one year	181	32
Between one and two years	19	19
Between two and five years	5	18
Over five years	305	28
Total	510	97

In April 2003, Reuters entered into a committed syndicated credit facility for £1.0 billion. £520 million of the facility either expired or was voluntarily cancelled in 2004. At 31 December 2004, Reuters had £480 million available under the facility. The facility was undrawn during 2004. The commitment expires and final repayment is due in April 2008.

At the same time as the syndicated credit facility was arranged, committed bilateral facilities of £90 million were also put in place on similar terms. During 2004, £66 million of the facilities either expired or were voluntarily cancelled. At 31 December 2004, Reuters had £24 million available, all of which was undrawn. No loans were outstanding under this facility during 2004.

In addition, at 31 December 2004, the Group had unused, short-term, uncommitted bank borrowing facilities denominated in various currencies, the sterling equivalent of which was approximately £200 million, at money market rates varying between 2% and 6%, depending on the currency.

18 Inventories

	2005 £m	2004 £m
Work in progress on contracts	**1**	3

19 Trade and other receivables

	2005 £m	2004 £m
Trade receivables	**138**	162
Less: Provision for impairment	**(18)**	(31)
	120	131
Instinet counterparty debtors	**–**	216
Amounts owed by joint ventures and associates	**4**	3
Other receivables	**68**	111
Prepayments and accrued income	**78**	74
Total trade and other receivables	**270**	535
Less: Non-current portion	**(18)**	(19)
Current portion	**252**	516

The carrying value of trade and other receivables approximates to their fair value based on discounted cash flows using the Group’s weighted average cost of capital.

The recognition of provisions, both in terms of timing and quantum, requires the exercise of judgement based on the relevant circumstances, which can be subject to change over time. If the final outcome (on the judgement areas) were to differ by 10% from management’s estimates, the Group would need to book an adjustment of £2 million to operating costs and to trade receivables.

Concentration of credit risk faced by the Group and other relevant risk factors are detailed in note 17 on page 73.

Notes to the financial statements continued

20 Cash and cash equivalents

	2005 £m	2004 £m
Cash:		
Cash in hand and at bank	**98**	83
Listed cash equivalents:		
Government securities – overseas	**–**	8
Unlisted cash equivalents:		
Term deposits – UK	**12**	84
Term deposits – overseas	**3**	31
Other investments – UK	**546**	–
Other investments – overseas	**3**	372
Cash and cash equivalents	**662**	578

21 Non-current assets and liabilities held for sale

The following are assets and liabilities classified as held for sale at 31 December:

	2005 £m	2004 £m
Non-current assets classified as held for sale:		
Property, plant and equipment	**1**	–
Assets of subsidiary held exclusively for resale*	**–**	145
Total assets classified as held for sale	**1**	145
Liabilities directly associated with non-current assets classified as held for sale:		
Liabilities of subsidiary held exclusively for resale*	**–**	(47)
Total net assets classified as held for sale	**1**	98

* 2004 figures have been measured in accordance with IAS 27 'Consolidated and Separate Financial Statements', and not in accordance with IFRS 5 'Non-Current Assets Held for Sale and Discontinued Operations'.

In 2005, a property with a net book value of £1 million has been classified as a non-current asset held for sale. The sale of this property is due to be completed in 2006.

On 22 April 2005, Reuters Group PLC classified the net assets of Instinet Group as a disposal group held for sale. Following regulatory approval, the transaction closed on 8 December 2005. Instinet Group is therefore shown within discontinued operations in note 7 on page 62.

In 2004, Radianz was classified as a subsidiary held exclusively for resale. Radianz's net assets of £98 million were shown as held for sale. Radianz is reported within the Sales & Trading division. The acquisition and subsequent disposal of Radianz is detailed in note 7 on page 62.

22 Trade and other payables

	2005 £m	2004 £m
Trade payables	**14**	71
Accruals	**264**	346
Instinet counterparty creditors	**–**	197
Deferred income	**25**	21
Amounts owed to joint ventures and associates	**11**	12
Other payables	**48**	39
Other taxation and social security	**35**	35
Total trade and other payables	**397**	721
Less: Non-current portion	**(17)**	(19)
Current portion	**380**	702

The carrying value of trade and other payables approximates to their fair value based on discounted cash flows using the Group's weighted average cost of capital.

Back to Contents

23 Current tax liability

	2005 £m	2004 £m
Current tax liabilities	**228**	260

The Group is subject to taxation in numerous jurisdictions. Significant judgement is required in determining the worldwide provision for taxation. There are many transactions and calculations for which the ultimate tax determination is uncertain during the ordinary course of business. The Group recognises liabilities for anticipated tax audit issues based on estimates of whether additional taxes will be due. Where the final tax outcome of these matters is different from the amounts that were initially recorded, such differences will affect the tax provisions in the period in which such determination is made.

The current tax liability carried forward at the balance sheet date does not take account of any benefit of potential UK tax deductions associated with the acquisition of shares in prior periods in order to satisfy employee share awards. It is reasonably possible that, based on existing knowledge, outcomes within the next financial year could require a material adjustment to the carrying amount of the current tax liability in order to recognise this benefit.

24 Provisions for liabilities and charges

	2005 £m	2004 £m
Provisions for post-employment benefits (see note 25)	**317**	263
Other provisions for liabilities and charges	**139**	164
Total provisions	**456**	427
Less: Non-current portion	**(392)**	(340)
Current portion	**64**	87

The movement in other provisions during 2005 was as follows:

	Rationalisation £m	Legal/ compliance £m	Other property £m	Other £m	Total £m
1 January 2005	151	4	2	7	**164**
Exchange differences	2	–	–	1	**3**
Charged in the year	147	5	–	14	**166**
Utilised in the year	(169)	(1)	(2)	(1)	**(173)**
Released	(7)	(1)	–	(4)	**(12)**
Provisions acquired through business combinations	–	–	5	–	**5**
Reclassifications*	(15)	–	–	–	**(15)**
Unwinding of discount	1	–	–	–	**1**
31 December 2005	**110**	**7**	**5**	**17**	**139**

* Reclassifications relate to Instinet Group's provisions which were reclassified to discontinuing operations prior to disposal during the year.

The recognition of provisions, both in terms of timing and quantum, requires the exercise of judgement based on the relevant circumstances, which can be subject to change over time.

The largest provisions relate to the 2005 restructuring charges, which cover primarily leasehold properties and severances. A number of leasehold properties have been identified as surplus to requirements. Although efforts are being made to sub-let this vacant space, management recognises that this may not be possible immediately. Estimates have been made to cover the cost of vacant possession, together with any shortfall arising from sub-leased rental income being lower than lease costs being borne by us. A judgement has also been made in respect of the discount factor, based on a risk-free rate (4% to 5%), which is applied to the rent shortfalls. For severance provisions, the provision is only recognised where employees have a valid expectation or have already been told of their redundancy. Other provisions are held where the recoverability of amounts is uncertain where the actual outcome may differ from the resulting estimates.

Additionally, the Group is subject to certain legal claims and actions (please see note 35 on page 97). Provision for specific claims or actions are only made when the outcome is considered 'probable' that there will be a future outflow of funds, and/or providing for any associated legal costs. The level of any provision is inevitably an area of management judgement given the outcome of litigation is difficult to predict. There can be no assurance that there will not be an increase in the scope of these legal matters or that any future lawsuits, claims, preceedings or investigations will not be material.

The legal/compliance provision represents the expected cost of settling disputes arising from contractual arrangements with third-party suppliers and individuals and the expected cost of fulfilling indemnities given on the disposal of subsidiaries.

Included within the rationalisation provision at the end of 2005 are obligations related to the Fast Forward programme which was first announced in 2003 and the Telerate integration programme which began in June 2005. Both programmes included headcount reduction and property rationalisation. Severance related provisions will be utilised during 2006 and property-related provisions will be substantially utilised over the remaining lease periods.

Other property provisions reflect Reuters contractual liability at the balance sheet date to make good dilapidations under ongoing rental agreements outside the rationalisation programmes and will be utilised over the remaining lease periods.

Back to Contents

25 Retirement benefits

The Group has established various pension arrangements covering the majority of its employees. In all plans, except those which are internally funded, the assets are held separately from those of the Group and are independently administered.

Defined contribution plans

Reuters Group operates 38 defined contribution plans covering approximately 55% of its employees, of which the largest plans are the Reuters Retirement Plan and the Reuters 401(k) Pension Plans. The percentage of employees covered and the company contribution to these plans were:

	% of employees	Company contribution % of basic salary
Reuters Retirement Plan	15.1%	11.0%
Reuters 401(k) Pension Plans	23.9%	6.0%

The Group contributed £25 million to defined contribution plans in 2005 (2004: £19 million) and expects to contribute £24 million in 2006.

Defined benefit plans

The Group also operates 30 defined benefit plans and post retirement medical plans covering approximately 22% of employees. All significant plans are valued under IAS 19 by independently qualified actuaries using the Projected Unit Credit Method.

The defined benefit plans include the RPF which has been accounted for as a defined benefit plan under IFRS. The RPF is the largest defined benefit plan operated by Reuters. The total defined benefit obligation at 31 December 2005 was £1,346 million, of which £985 million related to the RPF. The RPF is a complex, hybrid pension fund, with both defined company and employee contributions, and defined employee benefits.

The RPF has been in existence since 1893 and has historically been treated as a defined contribution plan. Under the rules of the pension fund, the Group is not able to access any surplus in the RPF. Although the Group and employees make defined contributions to the fund, the RPF does not provide for contributions to be made to individual plan participant accounts and there are circumstances where the Group may be required to make additional contributions. Under IAS 19, the RPF is treated as a defined benefit plan from the date of transition to IFRS. At transition, the net plan liabilities are £nil. At 31 December 2004, a net liability of £178 million has been recognised together with a related deferred tax asset of £39 million.

Movement on pension provisions and similar obligations

	2005 £m	2004 £m
Opening balance	**(263)**	(77)
Income statement (see note 3):		
Defined benefit plans*	**(27)**	(11)
Post-retirement medical benefits	**(3)**	2
Actuarial gains and losses taken directly to reserves:		
Defined benefit plans*	**(46)**	(206)
Post-retirement medical benefits	**(2)**	1
	(341)	(291)
Utilised in the year	**24**	28
Closing balance	**(317)**	(263)
Made up of:		
Defined benefit plans*	**(302)**	(252)
Post-retirement medical benefits	**(8)**	(4)
Other	**(7)**	(7)
Closing balance	**(317)**	(263)

* The figures for defined benefit plans include a number of immaterial schemes which have not been valued under IAS 19. The following disclosures refer only to material schemes valued under IAS 19.

Back to Contents

Amounts recognised in respect of defined benefit obligations

Defined benefit obligations recognised in the balance sheet

	UK Plans		Overseas Plans		Post retirement medical benefits		Total	
	2005 £m	2004 £m	**2005 £m**	2004 £m	**2005 £m**	2004 £m	**2005 £m**	2004 £m
Present value of funded obligations	**(1,148)**	(977)	**(167)**	(151)	**–**	–	**(1,315)**	(1,128)
Fair value of plan assets	**902**	781	**139**	124	**–**	–	**1,041**	905
	(246)	(196)	**(28)**	(27)	**–**	–	**(274)**	(223)
Present value of unfunded obligations	**(19)**	(18)	**(4)**	(9)	**(8)**	(3)	**(31)**	(30)
	(265)	(214)	**(32)**	(36)	**(8)**	(3)	**(305)**	(253)
Plan asset not recognised in the balance sheet	**–**	–	**(3)**	–	**–**	–	**(3)**	–
Net liability recognised in the balance sheet	**(265)**	(214)	**(35)**	(36)	**(8)**	(3)	**(308)**	(253)
Fair value of reimbursement rights not recognised as plan assets	**–**	–	**4**	3	**–**	–	**4**	3

The assets and obligations reported under UK plans include the RPF, a smaller UK scheme with 32 active members and a number of smaller unfunded early retirement, ill health and retirement benefit schemes.

The reimbursement rights reported relate to insurance policies held by Reuters in respect of an unfunded plan in Germany.

Amounts recognised in the income statement

	UK Plans		Overseas Plans		Post retirement medical benefits		Total	
	2005 £m	2004 £m	**2005 £m**	2004 £m	**2005 £m**	2004 £m	**2005 £m**	2004 £m
Current service cost	**19**	20	**11**	10	**–**	–	**30**	30
Interest cost	**52**	41	**5**	6	**–**	–	**57**	47
Expected gain on plan assets	**(51)**	(52)	**(7)**	(6)	**–**	–	**(58)**	(58)
Past service cost	**1**	–	**–**	–	**2**	–	**3**	–
Gains on curtailments	**(2)**	(3)	**(3)**	–	**–**	–	**(5)**	(3)
Gains on settlements	**(1)**	–	**–**	–	**–**	–	**(1)**	–
Total included in operating costs	**18**	6	**6**	10	**2**	–	**26**	16
Actual return on plan assets	**146**	76	**18**	5	**–**	–	**164**	81

Further amounts recognised in the statement of recognised income and expense

	UK Plans		Overseas Plans		Post retirement medical benefits		Total	
	2005 £m	2004 £m	**2005 £m**	2004 £m	**2005 £m**	2004 £m	**2005 £m**	2004 £m
Actuarial losses/(gains)	**46**	195	**(3)**	10	**2**	–	**45**	205
Effect of asset ceiling	**–**	–	**3**	–	**–**	–	**3**	–
	46	195	**–**	10	**2**	–	**48**	205
Deferred taxation impact of actuarial gains and losses recognised in the statement of recognised income and expense	**(10)**	(43)	**–**	(2)	**–**	–	**(10)**	(45)
Total recognised in the statement of recognised income and expense	**36**	152	**–**	8	**2**	–	**38**	160

Cumulative amounts recognised in the statement of recognised income and expense

	UK Plans		Overseas Plans		Post retirement medical benefits		Total	
	2005 £m	2004 £m	**2005 £m**	2004 £m	**2005 £m**	2004 £m	**2005 £m**	2004 £m
Balance of actuarial losses at 1 January	**195**	–	**10**	–	**–**	–	**205**	–
Net actuarial losses/(gains) recognised in year	**46**	195	**(3)**	10	**2**	–	**45**	205

Balance of actuarial losses at 31 December	**241**	195	**7**	10	**2**	–	**250**	205
Balance of asset limit effects at 1 January	**–**	–	**–**	–	**–**	–	**–**	–
Effects of the asset ceiling in the year	**–**	–	**3**	–	**–**	–	**3**	–
Balance of asset limit effects at 31 December	**–**	**–**	**3**	**–**	**–**	**–**	**3**	**–**

Back to Contents

Changes in the present value of the defined benefit obligation

	UK Plans		Overseas Plans		Post retirement medical benefits		Total	
	2005 £m	2004 £m	**2005 £m**	2004 £m	**2005 £m**	2004 £m	**2005 £m**	2004 £m
Opening defined benefit obligation	**(995)**	(743)	**(160)**	(141)	**(3)**	(4)	**(1,158)**	(888)
Current service cost	**(19)**	(20)	**(11)**	(10)	**–**	–	**(30)**	(30)
Past service cost	**(1)**	–	**–**	–	**(2)**	–	**(3)**	–
Interest cost	**(52)**	(41)	**(5)**	(6)	**–**	–	**(57)**	(47)
Gains on curtailments	**2**	3	**3**	–	**–**	–	**5**	3
Liabilities extinguished on settlements	**8**	–	**–**	–	**–**	–	**8**	–
Actuarial losses	**(141)**	(219)	**(8)**	(9)	**(2)**	–	**(151)**	(228)
Contributions by employees	**(3)**	(6)	**(4)**	(5)	**–**	–	**(7)**	(11)
Benefits paid	**34**	31	**14**	9	**–**	1	**48**	41
Exchange differences on overseas plans	**–**	–	**–**	2	**(1)**	–	**(1)**	2
Closing defined benefit obligation	**(1,167)**	(995)	**(171)**	(160)	**(8)**	(3)	**(1,346)**	(1,158)

Changes in the fair value of plan assets

	UK Plans		Overseas Plans		Post retirement medical benefits		Total	
	2005 £m	2004 £m	**2005 £m**	2004 £m	**2005 £m**	2004 £m	**2005 £m**	2004 £m
Opening fair value of plan assets	**781**	716	**124**	116	**–**	–	**905**	832
Expected return	**51**	52	**7**	6	**–**	–	**58**	58
Assets transferred on settlements	**(7)**	–	**–**	–	**–**	–	**(7)**	–
Actuarial gains/(losses)	**95**	24	**11**	(1)	**–**	–	**106**	23
Contributions by employer	**13**	14	**6**	9	**–**	1	**19**	24
Contributions by employees	**3**	6	**4**	5	**–**	–	**7**	11
Benefits paid	**(34)**	(31)	**(14)**	(9)	**–**	(1)	**(48)**	(41)
Exchange differences on overseas plans	**–**	–	**1**	(2)	**–**	–	**1**	(2)
Closing fair value of plan assets	**902**	781	**139**	124	**–**	–	**1,041**	905

The Group expects to contribute around £47 million to its material defined benefit plans in 2006. Furthermore, the company is currently in discussion with the Trustees of the RPF regarding a proposed plan to fund the deficit. At 31 December 2005, the RPF deficit was £223 million (£174 million after adjustment for deferred taxation).

Major categories of plan assets as a percentage of total plan assets

	UK Plans		Overseas Plans		Post retirement medical benefits		Total	
	2005 %	2004 %	**2005 %**	2004 %	**2005 %**	2004 %	**2005 %**	2004 %
Equities	**55**	55	**46**	49	**–**	–	**54**	54
Bonds	**36**	37	**45**	38	**–**	–	**37**	37
Property	**7**	7	**–**	–	**–**	–	**6**	6
Cash	**2**	1	**5**	4	**–**	–	**2**	2
Other	**–**	–	**4**	9	**–**	–	**1**	1

Principal actuarial assumptions at the balance sheet date (expressed as a weighted average)

	UK Plans	Overseas Plans	Post retirement medical benefits

	2005 %	2004 %	2005 %	2004 %	2005 %	2004 %
Discount rate	**4.75**	5.25	**3.29**	3.55	**5.50**	5.75
Inflation assumption	**2.75**	2.75	**1.47**	1.44	**–**	–
Rate of increase in salaries	**4.00**	4.00	**2.39**	2.53	**–**	–
Rate of increase in pensions in payment	**2.75**	2.75	**1.38**	1.42	**–**	–
Medical cost trend	**–**	–	**–**	–	**5.50**	5.50
Expected rate of return on reimbursement rights	**–**	–	**4.25**	–	**–**	–
Expected rate of return on assets	**6.36**	6.70	**4.93**	5.17	**–**	–

The expected return on plan assets reflects the investments currently held to provide for the pension benefit obligations as at the balance sheet date. Plan assets primarily consist of equity instruments and fixed income investments. The expected rate of return on equities was based on expected market conditions in each of the territories in which plans operate. The expected return on assets is stated net of investment expenses. The expected return on assets for the UK plans at 31 December 2005 is stated gross of the expected 2006 levy to the UK Pension Protection Fund.

Back to Contents

The mortality assumptions used to assess the defined benefit obligation for the RPF, the largest plan, at 31 December 2005 and 31 December 2004 are based on the 92 series short cohort tables issued by the Continuous Mortality Investigation Bureau with allowance for projected longevity improvements to calendar year 2025.

Assumed healthcare cost trend rates do not have a significant effect on the amounts recognised in the income statement. A one percentage point change in assumed healthcare cost trend rates would have the following effects:

	One percentage point decrease £m	**One percentage point increase £m**
Increase in the aggregate of interest cost and service cost	–	–
Increase in the defined benefit obligation	(1)	1

History of experience gains and losses

	2005				2004			
	UK plans £m	**Overseas plans £m**	**Post retirement medical benefits £m**	**Total £m**	UK plans £m	Overseas plans £m	Post retirement medical benefits £m	Total £m
Defined benefit obligation	**(1,167)**	**(171)**	**(8)**	**(1,346)**	(995)	(160)	(3)	(1,158)
Plan assets	**902**	**139**	**–**	**1,041**	781	124	–	905
Deficit	**(265)**	**(32)**	**(8)**	**(305)**	(214)	(36)	(3)	(253)
Experience adjustments on plan liabilities	**(16)**	**6**	**(1)**	**(11)**	(100)	5	1	(94)
Experience adjustments on plan assets	**95**	**11**	**–**	**106**	24	(1)	–	23

26 Deferred taxation

The movement on the deferred tax account is as shown below:

	2005 £m	2004 £m
1 January	**247**	219
Disposals	**(46)**	–
Income statement charge	**(19)**	(23)
Deferred taxation credit on pension revaluations recognised in equity	**10**	45
Deferred taxation on stock options recognised in equity	**10**	8
Exchange differences	**8**	(2)
31 December	**210**	**247**

Deferred tax assets have been recognised in respect of tax losses and other temporary differences giving rise to deferred tax assets only to the extent that it is probable that sufficient taxable profits will be available to allow the asset to be recovered. Accordingly, no deferred tax asset has been recognised in respect of unused tax losses of £113 million carried forward at the balance sheet date. The deferred tax asset not recognised in respect of these losses is £46 million.

Deferred tax assets of £195 million have been recognised in respect of tax losses and other deductible temporary differences arising in certain jurisdictions where losses were incurred in the current or preceding period. Recognition of these assets is based on all relevant factors including their expected recovery measured using Group profit forecasts.

No deferred tax is recognised on the unremitted earnings of overseas subsidiaries and joint ventures as the Group is able to control the timing of the reversal of the temporary differences, and it is probable that the temporary differences will not reverse in the foreseeable future. If the earnings were remitted, tax of £847 million would be payable.

The movements of deferred tax assets and liabilities are shown below:

Deferred tax liabilities

	Property, plant and equipment £m	Other £m	**Total £m**
1 January 2005	(12)	(33)	**(45)**
Disposal	–	6	**6**
Charged to income statement	–	(27)	**(27)**
31 December 2005	**(12)**	**(54)**	**(66)**

Deferred tax assets

	Property, plant and equipment £m	Losses £m	Stock options £m	Other £m	**Total £m**
1 January 2005	57	45	13	177	**292**
Disposal	(7)	(29)	(2)	(14)	**(52)**
(Charged)/credited to income statement	(10)	71	1	(54)	**8**
Credited in equity	–	–	10	10	**20**
Exchange differences	–	1	–	7	**8**
31 December 2005	**40**	**88**	**22**	**126**	**276**

The deferred tax asset expected to be recovered after more than one year is £135 million (2004: £186 million).

Back to Contents

27 Share capital

Movements in share capital during the year ended 31 December were as below:

	Called up share capital £m	Share premium £m	**Share capital £m**
1 January 2004	358	91	**449**
Shares allotted during the year	1	5	**6**
31 December 2004	359	96	**455**
Shares allotted during the year	1	11	**12**
31 December 2005	**360**	**107**	**467**

An analysis of called up share capital is set out below:

	2005 £m	2004 £m
Authorised:		
One Founders Share of £1	**–**	–
2,100 million ordinary shares of 25p each	**525**	525
	525	525
Allotted, called up and fully paid:		
One Founders Share of £1	**–**	–
Ordinary shares of 25p each	**360**	359
	360	359
Number of ordinary shares of 25p each (millions)	**1,441.1**	1,435.5
Shares allotted during the year in millions		
5,554,900 shares in Reuters Group PLC were issued under employee share schemes at prices ranging from £nil to 333p per share. Transaction costs incurred on issue of shares amounted to £nil (2004: £nil)	**5.6**	3.0

Called up share capital includes £1 million for shares granted to employees on exercise of share options in respect of which no cash had been received at the balance sheet date (2004: £1 million).

The rights attaching to the Founders Share are set out on page 120.

At 31 December 2005, the balance in the treasury stock reserve of £430 million (2004: £213 million) included £206 million (2004: £213 million) held by Reuters ESOTs. This represents the cost of 32 million shares (2004: 33 million) in Reuters Group PLC purchased in the market and held by Reuters ESOTs to satisfy certain options under the Group's share option plans. A futher £224 million relates to the cost of 57 million shares in Reuters Group PLC purchased in the market as a part of the ongoing buyback programme announced in July 2005.

The following table provides a summary of the shares bought under the buyback programme, since its announcement in July 2005:

Month	Total number of shares purchased as part of publicly announced programme	Average price paid per share (£)	Approximate value of shares that may yet be purchased under the programme (£m)
July	1,500,000	3.89	994
August	8,500,000	3.70	963
September	7,150,000	3.73	936
October	2,800,000	3.53	926
November	22,800,000	3.89	838
December	14,650,000	4.08	778

The current buyback programme was announced on 26 July 2005 and the total buyback is expected to be £1 billion. The programme is due to run for up to two years. No programme has expired during the period covered by the table. Reuters has not determined to terminate any programme prior to expiration.

28 Reserves

An analysis of the movement in other reserves is set out below:

	Capital redemption reserve £m	Other reserve £m	Available-for-sale reserve £m	Hedging reserve £m	Translation reserve £m	**Total other reserves £m**
1 January 2004	1	(1,718)	–	–	–	**(1,717)**
Translation differences taken directly to reserves	–	–	–	–	(34)	**(34)**
Translation differences taken to the income statement on disposal of assets	–	–	–	–	6	**6**
Taxation on items taken directly to or transferred from reserves	–	–	–	–	(10)	**(10)**
31 December 2004	1	(1,718)	–	–	(38)	**(1,755)**
Transitional adjustments on adoption of IAS 39*	–	–	94	30	(16)	**108**
1 January 2005	1	(1,718)	94	30	(54)	**(1,647)**
Translation differences taken directly to reserves	–	–	–	–	97	**97**
Translation differences taken to the income statement on disposal of assets	–	–	–	–	(2)	**(2)**
Fair value losses on available-for-sale financial assets	–	–	(22)	–	–	**(22)**
Fair value gains on available-for-sale financial assets taken to the income statement on disposal of assets	–	–	(68)	–	–	**(68)**
Fair value losses on net investment hedges	–	–	–	(39)	–	**(39)**
Fair value losses taken to the income statement on disposal of net investment hedges	–	–	–	(14)	–	**(14)**
Other movements	–	(1)	–	–	–	**(1)**
Taxation on items taken directly to or transferred from reserves	–	–	–	16	(12)	**4**
31 December 2005	**1**	**(1,719)**	**4**	**(7)**	**29**	**(1,692)**

* The transitional adjustment on the balance sheet at 1 January 2005 primarily comprises recognition of the fair value of the Group's investments in TSI (£86 million gain).

In 1998, a court approved capital reorganisation took place. In exchange for every 15 ordinary shares in Reuters Holdings PLC, shareholders received pro-rata 13 ordinary shares in Reuters Group PLC plus £13.60 in cash. The difference between the proforma nominal value of shares in issue of Reuters Group PLC immediately prior to the reorganisation and the previously reported capital and reserves of Reuters Holdings PLC, excluding retained earnings, represents the merger difference which has since been recorded in the Other reserve.

The Available-for-sale reserve is used to record the cumulative fair value gains and losses on available-for-sale financial assets. The cumulative gains and losses are recycled to the income statement on disposal of the assets.

The Hedging reserve is used to record the cumulative gains and losses on hedges of the Group's net investment in foreign operations, providing that they were effective. The gains and losses are recognised in the income statement on disposal of the foreign operation.

The Translation reserve is used to record cumulative translation differences on the assets and liabilities of foreign operations. The cumulative translation differences are recycled to the income statement on disposal of the foreign operation.

Back to Contents

29 Net cash flows from operating activities

Net profit is reconciled to net cash inflow from operating activities as follows:

	2005 £m	2004 £m
Profit for the year from continuing operations	**229**	356
Adjustments for:		
Depreciation	**99**	112
Impairment of associates and joint ventures	**2**	–
Impairment of intangibles	**1**	35
Amortisation of intangibles	**33**	28
Loss on disposal of property, plant and equipment	**–**	1
Employee share scheme charges	**30**	22
Foreign exchange (gains)/losses	**(8)**	9
Fair value movements on derivatives	**(18)**	–
Fair value movements on other financial assets	**16**	–
Profits on disposals	**(42)**	(207)
Income from investments	**(1)**	–
Share of post-taxation profits of associates and joint ventures	**(5)**	(11)
Finance income	**(41)**	(15)
Finance costs	**53**	27
Taxation	**9**	40
Movements in working capital:		
Decrease/(increase) in inventories	**2**	(1)
Decrease in trade and other receivables	**3**	2
Decrease in trade and other payables	**(52)**	(98)
Increase/(decrease) in pensions deficit	**9**	(17)
(Decrease)/increase in provisions	**(27)**	16
(Decrease)/increase in amounts payable to discontinued operations	**(24)**	8
Cash generated from continuing operations	**268**	307
Profit for the year from discontinued operations	**253**	19
Adjustments for:		
Profits after taxation of subsidiaries acquired with a view to resale	**–**	(1)
Depreciation	**4**	18
Impairment of intangibles	**–**	23
Amortisation of intangibles	**2**	7
Loss on disposal of property, plant and equipment	**4**	2
Employee share scheme charges	**18**	11
Profits on disposals	**(278)**	(19)
Income from investments	**–**	(1)
Finance income	**(13)**	(7)
Taxation	**20**	22

Movements in working capital:		
(Increase)/decrease in trade and other receivables	**(28)**	146
Decrease in trade and other payables	**(17)**	(212)
Decrease in pensions deficit	**–**	(2)
Increase/(decrease) in provisions	**14**	(25)
Decrease/(increase) in amounts receivable from continuing operations	**24**	(8)
Cash generated from discontinued operations	**3**	(27)
Cash generated from operations	**271**	280

30 Cash flow from acquisitions and disposals

	2005 £m	2004 £m
Acquisitions (including joint ventures and associates):		
Subsidiary undertakings (see note 36)	**(135)**	(66)
Joint ventures and associates	**(1)**	–
Loans (repaid to)/from joint ventures and associates	**–**	(5)
Deferred payments for acquisitions in prior years	**(8)**	(8)
	(144)	(79)
Less: cash acquired	**20**	1
Acquisitions, net of cash acquired	**(124)**	(78)
Disposals (including joint ventures and associates):		
Subsidiary undertakings	**824**	70
Joint ventures and associates	**1**	379
Instinet (deemed disposal)	**3**	5
	828	454
Add: cash disposed	**(582)**	(16)
Disposals, net of cash disposed	**246**	438

31 Reconciliation of cash and cash equivalents

Cash and cash equivalents included in the cash flow statement comprise the following balance sheet amounts:

	2005 £m	2004 £m
Cash and cash equivalents (see note 20)	**662**	578
Bank overdrafts	**(25)**	(17)
Total cash and cash equivalents	**637**	561

32 Dividends

	2005 £m	2004 £m
Prior year final paid	**(86)**	(86)
Current year interim paid	**(54)**	(54)
	(140)	(140)

Per ordinary share	Pence	Pence
Prior year final paid	**6.15**	6.15
Current year interim paid	**3.85**	3.85

A final dividend in respect of 2005 of 6.15p per ordinary share, amounting to a total dividend of £83 million, is to be proposed at the AGM on 27 April 2006. These financial statements do not reflect this proposed dividend payable.

At 31 December 2005, 31.6 million shares representing 2% of the Group's share capital were held by the ESOT in respect of which dividend rights have been waived until the Group receives written confirmation of cancellation from Computershare Trustees (CI) Limited.

Back to Contents

33 Employee share plans

The Group operates a number of share plans for the benefit of employees. The nature of each plan including general terms and conditions and the methods of settlement is set out below:

LTIP: Since 1993, Reuters has operated a long-term incentive plan that seeks to encourage and reward long-term growth in shareholder value. It is Reuters practice to make an annual award of contingent share rights to executive directors and to those senior managers most able to influence corporate performance. From 2003, awards have been based on the fair market value per share using option pricing methodology. The fair market value ascribed to each share for LTIP purposes in 2005 was 43.8% of current market value. The LTIP's performance is assessed by reference to the company's relative total shareholder return (TSR) measured against the FTSE 100 over the performance period and awards vest after 3 years subject to the performance conditions attached. For awards made prior to 2004 that do not vest or only partially vest after three years, the plan permits the measurement period to be extended by up to two years under a re-testing provision. For awards made from 2004 onwards, the re-testing provision does not apply.

Discretionary Share Option Plan (DSOP): The global DSOP was adopted by the Remuneration Committee in October 2000 and approved by shareholders in April 2001. It aims to reward growth in earnings and in the share price. The options were normally granted with a four year vesting period, shares vesting 25% each year.

With effect from 2004, to reduce the dilutive impact DSOPs have on shareholders' interests and to allow the introduction of a plan better targeted at the general employee population, the number of participants was reduced significantly. Participation will normally be confined to executive directors and members of the GMC. Other employees may be eligible to participate in the Restricted Share Plan (see below).

Performance conditions apply to each option grant. For awards granted from 2001 to 2004, the Remuneration Committee could approve the re-testing of performance up to twice in the event the performance condition was not met by extending the performance period by up to two years with an increase of 3% in the hurdle rate of EPS growth as calculated under UK GAAP for each year added to the performance period. If the target rate was not met by the end of the fifth year, the options would lapse.

For awards granted from 2004, the re-testing provisions have been removed and accordingly, new awards will not permit any extension of the measurement period. If the awards do not meet the EPS performance condition upon completion of the initial performance period they will lapse.

Options granted to executive directors in 2004 and 2005 can vest only if the percentage growth in EPS exceeds the percentage growth in the retail price index by more than 9% over the three year performance period.

Save as you Earn (SAYE) Plan: An all-employee international savings related share option plan is offered in which the executive directors are eligible to participate. Participants save a fixed monthly amount of up to £250 (subject to a maximum, established annually for each offer) for three years and are then able to use their savings to buy shares at a price set at a 20% discount to the market value at the start of the savings period. In line with market practice, no performance conditions are attached to options granted under this plan.

Annual Bonus Profit Sharing Plan: In December 2003, Reuters announced its intention to introduce a new profit-sharing plan across the all-employee population. This plan was introduced to focus employees on reward for profit growth. Executive directors and members of the GMC did not participate in this plan in 2005. A decision is taken on an annual basis to operate the Plan for the forthcoming year. Payments under the plan were typically made in the form of shares which were normally subject to a 12 month vesting period with automatic release thereafter. Reuters has determined that this Plan will operate for 2006 as a cash-only plan and no shares will be issued to employees.

Restricted Share Plan (RSP): In April 2004, at the AGM, the shareholders approved the introduction of the RSP. Currently restricted shares will not normally be granted for long-term incentive purposes to executive directors or members of the GMC. It is intended that, other than for executive directors and GMC members, employees will be eligible to participate in this plan instead of the DSOP. Other than in 2004, the year of introduction, employees would generally not be eligible to participate in the DSOP and the RSP in the same year. The RSP is normally granted with a four year vesting period, shares vesting 25% each year.

Legacy plans: The following plans are legacy plans under which Tom Glocer and Devin Wenig received awards prior to becoming executive directors. It is not intended that executive directors should receive any further awards under these plans.

Performance related share plan (PRSP): This plan operated from 1995 to 2001 and targeted senior executives not participating in the LTIP. Tom Glocer and Devin Wenig hold awards granted before they became executive directors. All outstanding awards have now lapsed. The performance condition was the same as for the LTIP, although vested shares could be released three years after grant.

Plan 2000: A one-off all-employee option grant was made in 1998 in order to support the retention of employees over the millennium period. In common with such all-employee plans, there is no performance condition to be satisfied. All employees, including the executive directors, were given the opportunity to apply for an option to acquire 2,000 shares at an exercise price of £5.50 per share. These options became exercisable in September 2001 and lapsed in September 2005. A small supplementary grant was made to new employees in March 1999, at an option price of £8.14 and these will normally expire in March 2006.

Back to Contents

Activity relating to share options for the year ended 31 December 2004 and 31 December 2005 was as follows:

	Save-as-you-earn plans	Plan 2000	Discretionary employee & executive plans (including Restricted Share Plans)	Annual bonus profit share plans	Long-term incentive plans and Performance Related Share Plan	Total	Weighted average exercise price for option plans £
Ordinary shares under option in millions (including ADSs):							
1 January 2004	30.2	14.1	56.4	–	13.5	114.2	2.86
Granted	4.6	–	10.3	–	2.6	17.5	2.45
Forfeited	(0.3)	(0.3)	(0.8)	–	(0.2)	(1.6)	3.42
Exercised	(0.5)	–	(2.5)	–	(0.9)	(3.9)	1.62
Expired or lapsed	(4.1)	(2.4)	(4.2)	–	(0.4)	(11.1)	4.27
31 December 2004	29.9	11.4	59.2	–	14.6	115.1	2.71
Granted	3.4	–	7.5	2.3	2.2	15.4	2.07
Forfeited	(2.5)	(0.4)	(2.5)	(0.1)	(0.4)	(5.9)	4.60
Exercised	(1.2)	–	(4.8)	(0.1)	(0.7)	(6.8)	1.66
Expired or lapsed	(1.4)	(10.3)	(4.0)	–	(4.4)	(20.1)	3.88
31 December 2005	**28.2**	**0.7**	**55.4**	**2.1**	**11.3**	**97.7**	**2.70**
Number of participants at 31 December 2005	7,663	349	6,437	12,120	200		
Expense included in the income statement for year ended	£m	£m	£m	£m	£m	£m	
31 December 2004	4	–	9	5	4	22	
31 December 2005	**5**	**–**	**18**	**2**	**5**	**30**	

Options were exercised on a regular basis throughout the year and the average share price was £3.92 (2004: £3.54) .

The following table summarises information relating to the number of shares under option and those which were exercisable at 31 December 2005:

Range of exercise prices	Total shares under option (million)	Weighted average remaining contractual life (months)	Options exercisable at 31 December 2005 (million)	Options exercisable at 31 December 2004 (million)	Exercisable weighted average exercise price for options exercisable at 31 December 2005
Ordinary shares					
£0.00 – £2.00	44.8	8	2.5	2.5	£1.32
£2.01 – £5.00	36.4	17	12.0	9.2	£2.73
£5.01 – £7.00	7.0	2	5.1	14.2	£5.67
£7.01 – £9.00	5.3	6	4.6	3.7	£8.55
£9.01 – £11.00	0.4	–	0.4	0.3	£9.71
ADSs*					
$ 10.01 – $30.00	3.1	5	0.1	–	$11.39
$30.01 – $50.00	0.7	21	–	29.9	–
	97.7				

* One ADS is equivalent to six ordinary shares.

The fair values of options granted during the period were determined using options pricing models.

Back to Contents

The following tables summarise the models and key assumptions used:

	Year ended 31 December 2005				
	Save-as-you-earn plans	Discretionary employee & executive plans	All-employee bonus profit sharing plan	Restricted share plans	Long-term incentive plans
Weighted average fair value (£)	1.61	1.30	3.95	3.81	2.42
Options pricing model used	Black Scholes options pricing model	Black Scholes options pricing model	Black Scholes options pricing model	Black Scholes options pricing model	Monte Carlo simulation based customised options pricing model
Key assumptions used:					
Weighted average share price (£)	4.12	3.97	4.05	4.04	4.05
Range of exercise prices (£)	3.33	3.89–4.05	Nil	Nil	Nil
Range of expected volatility (%)	47%	28%–54%	37%	28%–54%	48%
Range of risk-free rates (%)	5%	4%–5%	5%	4%–5%	5%
Range of expected option term (life)	3 years	4 to 7 years	2 years	1 to 4 years	3 years
Expected dividends (per year)	10p	10p	10p	10p	10p

	Year ended 31 December 2004			
	Save-as-you-earn plans	Discretionary employee & executive plans	Restricted share plans	Long-term incentive plans
Weighted average fair value (£)	1.65	1.50	2.98	2.73
Options pricing model used	Black Scholes options pricing model	Black Scholes options pricing model	Black Scholes options pricing model	Monte Carlo simulation based customised options pricing model
Key assumptions used:				
Weighted average share price (£)	3.91	3.88	3.21	3.63
Range of exercise prices (£)	3.14	3.21–4.07	Nil	Nil
Range of expected volatility (%)	54%	41%–58%	41%–56%	53%
Range of risk-free rates (%)	5%	4%–5%	5%	5%
Range of expected option term (life)	3 years	4 to 7 years	1 to 4 years	3 years
Expected dividends (per year)	10p	10p	10p	10p

Assumptions on expected volatility and expected option term have been made on the basis of historical data, wherever available, for the period corresponding with the vesting period of the option. Best estimates have been used where historical data is not available in this respect.

Market-related performance conditions, which are used to determine the vesting pattern on the LTIP options, are built into the Monte Carlo simulation based options pricing model used to determine fair value of these options.

The Group reported a provision for National Insurance and other social security taxes of £11 million (2004: £9 million) in respect of liabilities arising from the above share-based payment transactions.

34 Related party transactions

The parent company of the Group is Reuters Group PLC (incorporated in the United Kingdom). Reuters Group PLC owns 4% of its own shares, relating to the share buyback programme (see note 27 on page 89). 2% of Reuters Group PLC is owned by the Group ESOTs (see note 27 on page 89).

The ESOTs were established by Reuters in August 1990, January 1994 and August 2004. The ESOTs established in August 1990 and January 1994 are funded by Reuters Limited. The ESOT established in August 2004 is funded by Reuters SA. The trustee of the ESOTs is an offshore independent professional trustee. Shares purchased by the trusts, which are deducted from shareholders' equity on the consolidated balance sheet, will be used either to meet obligations under the Group's restricted share plans to satisfy the exercise of options granted, or to be granted, under other employee share option plans.

Back to Contents

Notes to the financial statements continued

Key management personnel compensation, including the Group's directors, is shown in the table below:

	2005 £m	2004 £m
Salaries and short-term employee benefits	**8**	10
Post-employment benefits	**1**	2
Other long-term benefits	**–**	–
Termination benefits	**1**	–
Share-based payments	**6**	4
Total	**16**	16

More details of directors' remuneration and senior management compensation are given in section 9 of the Remuneration report.

During the year, the Group carried out a number of transactions with related parties, mainly being relationships where the Group holds investments in associates and joint ventures. These transactions involved supply of services and were entered into in the normal course of business and on an arm's length basis.

Details of these transactions are shown below:

	31 December 2004 £m	Amounts invoiced £m	Amounts collected £m	31 December 2005 £m
Amounts receivable:				
Joint ventures:				
Factiva	3	39	(38)	**4**
Other joint ventures	–	1	(1)	**–**
Associates	–	3	(3)	**–**
Total amounts receivable	3	43	(42)	**4**
Amounts payable:				
Joint ventures:				
Factiva	1	4	(4)	**1**
Associates:				
3 Times Square Associates	–	18	(18)	**–**
Other associates	–	2	(2)	**–**
Total amounts payable	1	24	(24)	**1**

No amounts were provided for or written off in the income statement in respect of amounts receivable from related parties.

The above amounts relate to the rendering or receiving of services between both parties, including agency agreements and licence agreements. Detailed summaries of key transactions in respect of the Group's related parties are set out below. Except as noted below, these services are ongoing and continued at historical levels to the date of this report.

During 2005, Reuters paid £47 million (2004: £42 million) to the Group's pension funds.

Factiva

Factiva and Reuters each provide a variety of services to the other. Factiva hosts and maintains Reuters pictures archiving service under a rolling one-year contract. Under a three-year agreement which commenced on 1 January 2003 and has been renewed for a further three-year period from 1 January 2006, Factiva permits Reuters to incorporate Factiva content in certain Reuters products. Under a separate licence, Factiva also permits Reuters staff to access Factiva content. The total cost of the services provided by Factiva to Reuters in 2005 was £4 million (2004: £9 million).

Reuters provides Factiva with technical and administrative support services, including use of Reuters premises, facilities, finance and payroll services, subject to termination by Factiva on six months' written notice or Reuters on twelve next calendar year, of Factiva's gross revenues. The licence continues until breach, insolvency, dissolution of the joint venture or Reuters owning less than 50% of Factiva. The total cost of the services provided by Reuters to Factiva in 2005 was £39 million (2004: £23 million). Under the terms of the agreement with Dow Jones & Co. relating to the formation of the Factiva joint venture, Reuters has agreed that it will only supply its content in accordance with its written policy regarding distribution of content to third parties and that in the event that it makes its proprietary content available to any service that competes or would reasonably be deemed to compete with Factiva then any revenue from such sale shall be paid to Factiva. Such terms also apply to Dow Jones.

In addition to the above amounts, Reuters held a loan payable to Factiva of £11 million at the start of 2005, on which interest was payable at LIBOR. This was repaid during 2005. A further loan of £10 million repayable to Factiva, on which interest is payable at LIBOR, was made by Factiva to Reuters during 2005 and remained payable at 31 December 2005.

3 Times Square Associates LLC ('3XSQ Associates')

Reuters is party to a lease entered into in 1998 with 3XSQ Associates, an entity owned by Reuters and Rudin Times Square Associates, LLC formed to acquire, develop and operate the 3 Times Square property and building. Pursuant to the lease, which has been amended from time to time, Reuters leases approximately 692,000 square feet for a term of approximately 20 years expiring in 2021, with an option to terminate 10 years early as to 77,000 square feet and three successive months' written notice. Reuters also provides content, primarily its newswires, to Factiva for incorporation in certain Factiva services for a fixed fee and royalty payment. This agreement was renewed for a further four year period from 1 January 2004. In 2004, Reuters granted Factiva an additional trademark licence permitting Factiva to use Reuters name for an annual fee based on a percentage, increasing in the

ten-year renewal options as to the entirety of the space. Reuters made payments of $33 million (£18 million) to 3XSQ Associates during 2004 and 2005 in respect of rent, operating expenses, taxes, insurance and other obligations. The lease is supported by a $120 million letter of credit provided by Reuters.

Back to Contents

35 Contingencies and commitments

Contingent liabilities and contingent assets

Except as described below, neither the Group, nor any of its directors, members of senior management or affiliates, is subject to any legal or arbitration proceedings which may have, or have had in the recent past, significant effects on the Group's financial performance or profitability. A description of certain legal proceedings relating to Instinet Group was included in the 2004 Annual Report and Form 20-F but is not included in this Annual Report in light of Instinet Group's sale to NASDAQ in December 2005. The Group has no contingent assets.

Douglas Gilstrap and Myron Tataryn v. Radianz Ltd., Radianz Americas, Inc., Reuters Limited, Blaxmill (Six) Limited, Reuters C LLC, Reuters America LLC, and British Telecommunications plc

On 12 September 2005, Radianz's former CEO Douglas Gilstrap filed a class action lawsuit purportedly on behalf of Radianz option holders against Radianz, Radianz Americas, Inc., Reuters Limited, Blaxmill (Six) Limited, Reuters C LLC, Reuters America LLC, and BT in the United States District Court, Southern District of New York, relating to the cash cancellation of Radianz options, in conjunction with Reuters sale of Radianz to BT. The complaint does not specify the amount of damages sought. Under the claims and indemnification provision of the Radianz Sale Agreement between BT and Reuters, Reuters elected to take control of the defence of this litigation as to all defendants. On 15 December 2005, a First Amended Complaint was filed, which among other things, added Myron Tataryn, a former Radianz employee based in the UK, as an additional named plaintiff and purported class representative. On 30 January 2006, the defendants filed a motion to dismiss the case in its entirety on forum non conveniens grounds. The Court has stayed the initiation of any discovery or the filing of any other dispositive motions until the motion to dismiss for forum non conveniens is decided. Oral arguments on the motion to dismiss for forum non conveniens are now scheduled for 12 May 2006. The Group believes the claims are without merit and intends to defend them vigorously.

Ariel (UK) Limited v. Reuters Group PLC, Reuters C LLC, Reuters Transactions Services Limited, Instinet Group, Incorporated, the NASDAQ Stock Market Inc. and Silver Lake Partners LP

On 16 November 2005, Ariel (UK) Limited brought an action in the United States District Court, Southern District of New York against Reuters Group PLC, Reuters C LLC, Reuters Transactions Services Limited, Instinet Group, NASDAQ and Silver Lake Partners LP, seeking a declaration that a 1975 Agreement between Ariel and Instinet permits Ariel to license Reuters current patent portfolio to others. The complaint, as amended on 28 February 2006, also claims breach of contract, copyright infringement and requests for declaratory relief. Ariel seeks $50 million compensatory damages from Reuters and Instinet Group. The defendants have until 31 March 2006 to respond by answering or moving to dismiss the amended complaint. Reuters intends to do both. The Court has stayed discovery until the anticipated motions to dismiss the amended complaint are decided. The Group believes the claims are without merit and intends to defend them vigorously.

Capital commitments

Capital expenditure contracted for at the balance sheet date but not yet incurred is as follows:

	2005 £m	2004 £m
Property, plant and equipment	**16**	37
Intangible assets	**13**	–
Total capital commitments	**29**	37

Group's share of contingent liabilities and commitments in respect of associates and joint ventures

The Group's share in contingent liabilities and commitments in relation to its interest in associates and joint ventures was £nil (2004: £nil).

Warranties and indemnities

During 2005, the Group has disposed of a number of its investments and provided standard warranties and indemnities as part of the sale and purchase agreements. The likelihood of the Group incurring any liability in relation to these is considered remote, therefore no provisions have been recorded and no disclosure is presented in the financial statements.

Operating lease payables

Minimum payments for non-cancellable operating leases for terms in excess of one year from 31 December are as follows:

Year ended 31 December	2005 £m	2004 £m
2005	**–**	103
2006	**79**	81
2007	**74**	74
2008	**63**	67
2009	**54**	61
2010	**51**	55
Thereafter	**352**	252
Total operating lease payables	**673**	693

At 31 December 2005, future minimum sublease payments expected to be received under non-cancellable subleases were £114 million (2004: £24 million).

The Group leases various facilities under non-cancellable operating lease agreements. The leases have various terms, escalation clauses and renewal rights. The Group also leases equipment under non-cancellable operating lease agreements.

Back to Contents

36 Acquisitions

Acquisition of Telerate

On 3 June 2005, Reuters purchased the trade and assets of Telerate and 100% of the share capital of three of Telerate's subsidiaries in exchange for cash and the Group's 14% holding in Savvis convertible preference shares. In addition, on 6 June 2005, Reuters carried out a merger with Quick Telerate, the distributor of Telerate's products in Japan. All of these purchases have been accounted for as acquisitions. As a result of this acquisition, Reuters disposed of its 4.85% holding in Quick Corporation, the parent of Quick Telerate. The profit on disposal is detailed within note 37.

	Book value £m	Fair value adjustments £m	Provisional fair value £m
Non-current assets:			
Intangible assets	7	49	56
Property, plant and equipment	3	(1)	2
Current assets:			
Cash and cash equivalents	16	–	16
Other current assets	19	–	19
Current liabilities	(31)	1	(30)
Non-current liabilities	(3)	(2)	(5)
Net assets acquired	**11**	**47**	**58**
Goodwill			72
Total consideration			**130**
Consideration satisfied by:			
Cash (including £8 million of transaction fees)			99
Fair value of investment in Savvis convertible preference shares			31
Total consideration			**130**

The fair value adjustments in respect of intangible assets are due to the recognition of £2 million in respect of trademarks and £53 million in respect of customer relationships, which have been independently valued, partly offset by the write-off of £6 million of intangibles that were recorded on Telerate's balance sheet prior to the acquisition. Goodwill represents the value of synergies arising from the acquisition and the acquiree's assembled work force. The adjustments to property, plant and equipment, current assets, current liabilities and non-current liabilities relate to valuation adjustments and are provisional, based on management's best estimates. The fair value adjustments relating to the Telerate acquisition will be finalised in the 2006 financial statements.

The outflow of cash and cash equivalents on the acquisition can be calculated as follows:

	£m
Cash consideration	99
Cash acquired	(16)
Total outflow of cash and cash equivalents	**83**

From the date of acquisition to 31 December 2005, the acquisition contributed £74 million to turnover, £5 million loss before interest and amortisation of intangibles and £5 million loss before amortisation, but after interest.

If the acquisitions had been made at the beginning of the financial year, Telerate would have contributed £133 million to revenue and incurred a £21 million loss. This information takes into account the amortisation of acquired intangible assets, together with related income tax effects and should not be viewed as indicative of the results of operations that would have occurred if the acquisitions had been made at the beginning of the year.

Other acquisitions

During 2005, Reuters acquired the trade and assets of Tremont Capital Management's hedge fund database business (March 2005) and the trade and assets of the Hedgeworld Group in March 2005. Reuters also purchased the share capital of Image Group Limited (trading as Action Images) in September 2005 and EcoWin AB in November 2005.

	Book value £m	Fair value adjustments £m	Provisional fair value £m
Non-current assets:			
Intangible assets	1	10	11
Current assets:			
Cash and cash equivalents	4	–	4
Other current assets	2	–	2
Current liabilities	(6)	–	(6)
Non-current liabilities	–	(1)	(1)
Net assets acquired	**1**	**9**	**10**
Goodwill			31
Total consideration			**41**
Consideration satisfied by:			
Cash			36
Other*			5
Total consideration			**41**

* Other consideration principally comprises the issue of £3 million of loan notes, relating to the acquisition of Image Group Limited.

The fair value adjustments in respect of intangible assets are due to the recognition of £3 million in respect of trademarks, £2 million in respect of acquired technology and £5 million in respect of customer relationships, which have been independently valued. Goodwill represents the value of synergies arising from the acquisition and the acquiree's assembled work force. The adjustments to current assets and non-current liabilities relate to valuation adjustments and are provisional, based on management's best estimates. The fair value adjustments relating to these acquisitions will be finalised in the 2006 financial statements.

The outflow of cash and cash equivalents on the acquisition can be calculated as follows:

	£m
Cash consideration	36
Cash acquired	(4)
Total outflow of cash and cash equivalents	**32**

From the date of acquisition to 31 December 2005, the acquisitions contributed £4 million to turnover, £1 million to profit before interest and amortisation of intangibles and £nil to profit before amortisation, but after interest. If Reuters had acquired the assets at the beginning of the financial year, the acquisitions would have contributed £13 million to revenue and £3 million to profit.

37 Disposals

Gains on the disposal of associates and available-for-sale financial assets include £4 million arising from the disposal of Reuters holding in Quick Corporation and £33 million in respect of the part-disposal of shares in TSI. Gains on disposal of subsidiary undertakings mainly comprise an £8 million gain on disposal of a number of UK entities partly offset by a £6 million loss on disposal of the Reuters Portfolio Management System (RPMS) business.

Realised net gains, all of which were recorded in the income statement within continuing operations were:

	£m
On disposal of subsidiary undertakings	4
On disposal of associates and available-for-sale financial assets	38
Recorded in the income statement	**42**

During 2005, Reuters disposed of a number of wholly owned subsidiary undertakings including Radianz and Instinet Group. These subsidiaries were treated as discontinued operations in accordance with IFRS 5 and are therefore disclosed separately in note 7.

During 2004, the Group made net disposal gains of £235 million, principally relating to the reduction of its stake in TSI from 48.4% to 8.8% (£149 million) and the disposal of its 34.2% stake in GL TRADE (£47 million).

Back to Contents

38 Post balance sheet events

During the period 1 January 2006 to 7 March 2006, the Group purchased 33 million shares representing total consideration of £137 million, as a part of its continuing share buyback programme announced in July 2005.

The following table provides a summary of the shares bought back during this period:

Month	Total number of shares purchased as part of publicly announced programme	Average price paid per share (£)	Approximate value of shares that may yet be purchased under the programme (£m)
January	10,500,000	4.32	733
February	18,450,000	4.06	658
March	4,500,000	3.82	640

The Group expects to contribute around £47 million to its material defined benefit plans in 2006. Furthermore, the company is currently in discussion with the Trustees of the RPF regarding a proposed plan to fund the deficit. At 31 December 2005, the RPF deficit was £223 million (£174 million after adjustment for deferred taxation).

39 Significant subsidiaries and joint ventures

The principal subsidiary undertakings and joint ventures at 31 December 2005, all of which are included in the consolidated financial statements, are shown below:

Subsidiary undertakings	Country of incorporation	Principal area of operation	Percentage of equity shares held
Reuters AG	Germany	Germany	100
Reuters America Holdings Inc*	USA	Worldwide	100
Reuters America LLC	USA	USA	100
Reuters Australia Pty Limited	Australia	Australia	100
Reuters BV	Netherlands	Netherlands	100
Reuters Canada Limited	Canada	Canada/USA	100
Reuters Europe SA	Switzerland	Spain/Portugal	100
Reuters Finance PLC*	UK	UK	100
Reuters Group Overseas Holdings Ltd	UK	Worldwide	100
Reuters Holdings Limited*	UK	UK	100
Reuters Hong Kong Limited	Cook Islands	Hong Kong	100
Reuters International Holdings SARL*	Switzerland	Worldwide	100
Reuters Investments Limited*	UK	UK	100
Reuters Investments (2002) Limited*	UK	UK	100
Reuters Italia SpA	Italy	Italy	100
Reuters Japan Kabushiki Kaisha	Japan	Japan	100
Reuters Limited	UK	Worldwide	100
Reuters Middle East Limited	Cook Islands	Middle East	100
Reuters Nederland BV*	Netherlands	Netherlands	100
Reuters Research Inc	USA	USA	100
Reuters SA	Switzerland	Worldwide	100
Reuters Services SA	France	France	100
Reuters Singapore Limited	Singapore	Singapore	100
Reuters Telerate Inc	USA	USA	100
Reuters Transaction Services Limited	UK	Worldwide	100

Joint ventures	Country of incorporation	Principal area of operation	Percentage of equity shares held

Factiva LLC	USA	Worldwide	50
3 Times Square Associates LLC	USA	USA	50

* Denotes investment companies. All other entities are operating companies.

The financial years for all of the above undertakings end on 31 December.

Factiva is a 50% joint venture with Dow Jones, providing a broad range of global news and a deep historical archive of business information which client organisations can integrate into their business applications and intranet portals.

3 Times Square Associates LLC is a 50% joint venture with Rudins Times Square Associates LLC, formed to acquire, develop and operate the 3 Times Square property and building.

Back to Contents

40 First-time adoption of IFRS

An explanation of how the transition from UK GAAP to IFRS has affected the Group's income statement, financial position and cash flows is given in the reconciliations and explanatory notes below.

Reconciliation of the consolidated income statement for the year ended 31 December 2004

Explanatory notes are given below the tables.

	Note	UK GAAP £m	IFRS impact £m	Discontinued operations £m	IFRS £m
Revenue		**2,885**	**–**	**(546)**	**2,339**
Development and software licences	b		(21)		
Employee benefits – share-based payments	c		(7)		
Employee benefits – others including pensions	d		7		
Goodwill amortisation and impairment	e		40		
IFRS adjustments to discontinued operations	g		(10)		
Operating costs		**(2,732)**	**9**	**536**	**(2,187)**
Profit/(loss) on disposal of subsidiaries	h		(6)		
Other operating income		**50**	**(6)**	**(2)**	**42**
Operating profit		**203**	**3**	**(12)**	**194**
Net finance costs	f	(4)	(1)	(7)	(12)
Profit on disposal of associates and fixed asset investments	h	225	(2)	(20)	203
Share of profits/(losses) from associates and joint ventures	f	4	–	7	11
Share of joint ventures disposal of investment		9	–	(9)	–
Share of profits/(losses) from associates and joint ventures		13	–	(2)	11
Profit/(loss) before taxation		**437**	**–**	**(41)**	**396**
Taxation	i	(73)	11	22	(40)
Profit/(loss) from continuing operations		**364**	**11**	**(19)**	**356**
Discontinued operations					
Profit after tax from discontinued operations	l	–	–	19	19
Profit from discontinued operations		**–**	**–**	**19**	**19**
Profit for the period		**364**	**11**	**–**	**375**
Attributable to:					
Equity holders of the parent		351	11	2	364
Minority interest		13	–	(2)	11
Basic EPS		**25.1p**	**0.8p**	**0.1p**	**26.0p**
Basic EPS from continuing operations		**26.0p**	**0.8p**	**(1.4p)**	**25.4p**

Back to Contents

Reconciliation of shareholders' equity

	Note	31 December 2004 £m	1 January 2004* £m
Reported under UK GAAP		**612**	**407**
First-time adoption of IFRS:	a		
Development and software licences	b	49	49
Employee benefits	d	(14)	(14)
Goodwill amortisation	e	6	6
Taxation	i	(21)	(21)
Post balance sheet events – dividends	j	86	86
Financial assets and derivatives	k	–	–
Acquired intangible assets	a	(14)	(14)
Other		(5)	(5)
		87	**87**
Ongoing IFRS adjustments:			
Development and software licences	b	(21)	–
Employee benefits	d	(200)	–
Goodwill amortisation and impairments	e	29	–
Taxation	i	63	–
Post balance sheet events – dividends	j	–	–
Financial assets and derivatives	k	–	–
Acquired intangible assets	a	(1)	–
Other		1	–
		(129)	**–**
Total		**(42)**	**87**
Shareholders' equity under IFRS		**570**	**494**

* Date of transition to IFRS for the Group.

This reconciliation has been updated since the 2005 interim press release, primarily due to the reclassification of the RPF to a defined benefit plan under IFRS. The RPF is a complex, hybrid pension fund, with both defined company and employee contributions, and defined employee benefits. The RPF has been in existence since 1893 and has historically been treated as a defined contribution plan.

Under the rules of the pension fund, the Group is not able to access any surplus in the RPF. Although the Group and employees make defined contributions to the fund, the RPF does not provide for contributions to be made to individual plan participant accounts. Under IAS 19, the RPF is treated as a defined benefit plan from the date of transition to IFRS. At transition, the net plan liabilities are £nil. At 31 December 2004, a net liability of £178 million has been recognised together with a related deferred tax asset of £39 million.

Explanatory notes to the UK GAAP to IFRS reconciliations

a. Transition date and first-time adoption of IFRS: The Group's transition date to IFRS was 1 January 2004. All adjustments on first-time adoption were recorded in shareholders' equity on the date of transition, except for adjustments relating to IAS 32 'Financial Instruments: Disclosure and Presentation' and IAS 39 'Financial Instruments: Recognition and Measurement' which were recorded in shareholders' equity at 1 January 2005.

IFRS 1 sets out the transition rules which must be applied when IFRS is adopted for the first-time. As a result, certain of the requirements and options in IFRS 1 may result in a different application of accounting policies in the 2004 restated previous UK GAAP carrying value at the date of transition from the UK GAAP financial statements. The functional currency of certain subsidiary goodwill and intangible balances has been changed to reflect the functional currency of the subsidiary to which the goodwill relates, which resulted in £13 million additional translation losses being recorded in opening equity at the date of transition.

2. Employee benefits: The Group has elected to recognise all cumulative actuarial gains and losses relating to employee benefit schemes in full in the statement of recognised income and expense. The impact is to recognise a net liability at 1 January 2004 of £17 million.

3. Cumulative translation differences: Under IAS 21 'The Effects of Changes in Foreign Exchange Rates', cumulative translation differences within reserves are recycled from equity to the income statement on disposal of a foreign operation. In order to eliminate the need to apply this requirement retrospectively, the Group took the exemption to set cumulative translation differences to zero at the date of transition. Resetting to zero has no impact on net equity.

4. Share-based payment transactions: The Group adopted the exemption in IFRS 1 which allows a first-time adopter to apply the new standard, IFRS 2 'Share-based Payment', only to share options and equity instruments granted after 7 November 2002 that have not vested by 1 January 2005. This will result in a number of existing schemes not being considered under IFRS and

financial information from that which would apply if the 2004 financial statements were prepared using full retrospective adoption of IFRS. The standard sets out certain mandatory exceptions to retrospective application and certain optional exemptions. The optional exemptions taken by the Group are:

1. Business combinations: The Group has elected not to apply IFRS 3 'Business Combinations' retrospectively to business combinations that took place prior to the transition date to IFRS. Consequently, goodwill arising on business combinations before the transition date remains at its

charges in 2004 and 2005 are likely to be lower than in 2006, when the full impact of IFRS 2 will be seen.

5. Financial instruments: The Group took the exemption in IFRS 1 to apply IAS 32 and IAS 39 from 1 January 2005. The comparative information in 2004 for financial instruments, within the scope of IAS 39, is based on the underlying UK GAAP numbers. The main differences relate to the fair value of certain financial assets and recognition of all derivatives (including embedded derivatives) at fair value. The adjustment to increase opening equity as at 1 January 2005 for the adoption of IAS 32 and IAS 39 is £129 million.

Back to Contents

The mandatory exceptions outlined in IFRS 1 relevant to the financial statements (with which Reuters has complied) relate to:

6. Estimates: Estimates under IFRS at the date of transition are required to be consistent with estimates made for the same date under previous GAAP.

7. Assets classified as held for sale and discontinued operations: An entity with a transition date to IFRS before 1 January 2005 shall apply the transitional provisions of IFRS 5, which require prospective application of IFRS 5. Earlier application is permissible so long as the necessary valuation information was available at the time the classification criteria would originally have needed to be met. The Group has applied IFRS 5 from 1 January 2005, but has used the relevant statement headings in its 2004 comparative numbers.

b. Development and software licences: Under UK GAAP, both internally developed and acquired software licence costs were expensed through the income statement in the year that they were incurred. Under IFRS, the Group capitalises expenditure on development of new or substantially improved products that is incurred between establishing technical feasibility and the asset becoming income generating, provided it satisfies the conditions set out in IAS 38.

c. Employee benefits (share-based payments): Under UK GAAP, charges were based on the intrinsic value of awarded shares at grant date, with no charge required for certain SAYE and DSOP. Under IFRS the income statement cost is based on the fair value of all share-based awards at grant date if equity- settled, or at the balance sheet date if cash-settled. The cost is calculated using option pricing models and, for equity-settled awards, applies to all options granted after 7 November 2002 that have not vested by 1 January 2005 and amortised over the vesting period of the options.

d. Employee benefits (pension costs): Under UK GAAP, the expected costs of defined benefit pension plans and post-retirement medical benefits were charged against the income statement over the expected service lives of employees. The Group has elected to adopt the December 2004 amendments to IAS 19 ‘Employee Benefits’, hence differences between actual and expected return on assets, changes in the retirement benefit obligation due to experience and changes in actuarial assumptions are included in the statement of recognised income and expense. The amount reflected on the balance sheet is therefore the present value of the defined benefit obligation less the fair value of defined benefit plan assets. The service cost of post retirement benefits accruing, the unwinding of the discount rate on the scheme liabilities and the expected return on scheme assets are accounted for as operating costs. Under IAS 19, the Group reassessed the classification of its pension schemes, resulting in the reclassification of the RPF as a defined benefit scheme from the date of transition. The restated opening IFRS balance sheet reflects the present value of the defined benefit obligations less the fair value of the plan assets of the Group’s defined benefit schemes.

e. Goodwill amortisation and impairments: Under UK GAAP, goodwill was amortised through the income statement on a straight line basis and impairment reviews were carried out periodically or when a specific event occurred. Under IFRS 3, goodwill is not amortised through the income statement but instead is subject to an annual test for impairment resulting in adjustments in the income statement and the balance sheet.

f. Share of profits/(losses) from joint ventures and associates: This is reported net of interest and taxation under IFRS, whereas under UK GAAP, interest and taxation were reported separately in the respective headings. In 2004, the Group acquired the 49% voting interest in Radianz that it did not already own. Under UK GAAP; equity accounting continued for the original 51% interest and the 49% interest was held on the balance sheet as an asset held for sale. Under IFRS, from the date of acquisition of the remaining 49%, it was necessary to consolidate 100% of Radianz. IFRS 5 presentation was used, and hence the results of Radianz prior to 16 November 2004 were presented within discontinued operations on the income statement.

g. IFRS adjustments to discontinued operations: These adjustments relate to employee benefit costs (as described in (c) and (d) above) and deferred taxation (as set out in (i) below).

h. Profit/(loss) on disposals: Under UK GAAP, the profit or loss on disposals represented the difference between the balance sheet carrying value and the net disposal proceeds. Under IFRS, any currency translation differences previously taken to reserves are now included in the profit on disposal calculation. Also, the carrying value will be higher under IFRS as subsidiary goodwill is no longer amortised.

i. Taxation: Under IFRS, deferred tax is recognised on the basis of temporary differences between the carrying value of assets and liabilities in the balance sheet, and their tax bases. Deferred tax has been recognised on the IFRS adjustments to the extent that they result in a temporary difference. The principal items that result in adjustments to deferred tax between UK GAAP and IFRS are: fair values of employee benefits; development and software licences; acquired intangible assets; and share based payments. The £6 million change in the carrying value of goodwill at 1 January 2004 represents the creation of a deferred tax liability on intangibles acquired in past business combinations.

j. Post-balance sheet event dividends: Under UK GAAP, dividends are provided for in the year in respect of which they are declared or proposed by the Directors. Under IFRS, dividends declared after the balance sheet date are not recognised as an adjusting post-balance sheet event. Dividends are only provided for when they are declared. The final 2003 dividend is derecognised on transition to IFRS and has been disclosed as a movement in reserves during 2004 alongside the 2004 interim dividend.

k. Financial assets and derivatives: Under IFRS, the Group adopted IAS 32 ‘Financial Instruments: Disclosure and Presentation’ and IAS 39 ‘Financial Instruments: Recognition and Measurement’ at the effective date of 1 January 2005. IAS 39 covers the recognition, measurement and derecognition of financial instruments. The Group decided to take the exemption granted in IFRS 1 which removed the requirement to produce 2004 comparatives. Financial assets and liabilities recognised at 31 December 2004 have therefore been valued in accordance with the requirements of UK GAAP.

l. Profit after taxation from discontinued operations: The adoption of IFRS 5 has resulted in presentation of certain Group subsidiaries as discontinued operations. For more details on discontinued operations please refer to note 7.

Explanation of principal differences between the cash flow statement presented under UK GAAP and the cash flow statement presented under IFRS (unaudited)

The cash flow statement has been prepared in conformity with IAS 7 ‘Cash Flow Statements’. The principal differences between the 2004 cash flow statement presented in accordance with UK GAAP and the cash flow statement presented in accordance with IFRS for the same period were as follows:

1. Under UK GAAP, net cash flow from operating activities was determined before considering cash outflows from (a) returns on investments and servicing of finance, (b) dividends received from associates, and (c) taxes paid. Under IFRS, net cash flow from operating activities is determined after these items.

2. Under UK GAAP, capital expenditure, financial investments and acquisitions were classified separately, while under IFRS, they are classified as investing activities.

3. Under UK GAAP, dividends paid were classified separately, while under IFRS, dividends paid are classified as financing activities.

4. Under UK GAAP, movements in short-term investments were not included in cash but classified as management of liquid resources. Under IFRS, short- term investments with a maturity of three months or less at the date of acquisition are included in cash and cash equivalents.

Back to Contents

Summary of differences between IFRS (as adopted by the EU) and US GAAP

Accounting principles

These consolidated financial statements have been prepared in accordance with IFRS as adopted by the EU, which differ in certain significant respects from US GAAP.

Material differences between IFRS (as adopted by the EU) and published IFRS

For the Group, there are no material differences between the application of IFRS as issued by the International Accounting Standards Board and IFRS as adopted by the EU.

Material differences between IFRS (as adopted by the EU) and US GAAP

A description of the relevant accounting principles which differ materially is given below.

a. Goodwill and other intangibles

Goodwill

Prior to the adoption of IFRS on 1 January 2004, goodwill arising on acquisitions before 1998 and accounted for under the purchase method was eliminated against equity. Goodwill arising on acquisitions from 1998 to 31 December 2003 was capitalised and amortised over its useful life.

Under IFRS, from 1 January 2004, goodwill arising on acquisitions is no longer amortised and is allocated to cash generating units and assessed for impairment at least annually. The Group has elected not to apply IFRS 3 ‘Business Combinations’ retrospectively to business combinations that took place prior to the Group’s 1 January 2004 transition date to IFRS, and amortisation arising prior to transition has not been reversed. Goodwill arising on acquisitions before 1 January 2004 remains at its previous carrying value at the date of transition to IFRS.

Under US GAAP, prior to 1 July 2001, goodwill was amortised over its estimated useful life. In 2002, Reuters adopted the provisions of FAS 142 ‘Goodwill and Other Intangible Assets’, and as a result goodwill arising on acquisitions completed after 30 June 2001 was not amortised. From 1 January 2002, goodwill was no longer subject to amortisation. Under US GAAP, goodwill is assessed for impairment at least annually. As a result of differences in the carrying value of goodwill under US GAAP, impairment charges may differ from those recorded under IFRS.

In addition to differences arising from the previous GAAP requirement to amortise goodwill, as described above, goodwill balances at the date of IFRS adoption may differ from US GAAP balances because of: differences in the measurement of the fair value ascribed to quoted securities issued to effect a business combination; differences in the treatment of contingent purchase consideration; and differences in the definition of separately identifiable intangible assets of the acquiree to which purchase consideration should be allocated.

Other intangibles

Prior to the adoption of IFRS on 1 January 2004, identifiable intangibles acquired in a business combination were required to be recognised separately on the balance sheet and amortised over their useful life.

Under US GAAP, a different definition of intangible assets is applied, therefore additional intangible assets were identified under US GAAP giving rise to additional amortisation.

b. Joint ventures and associates

Under US GAAP, the Group’s share of the results of joint ventures and associates is adjusted to reflect the non-amortisation of goodwill since 1 January 2002. Under IFRS, the Group has elected not to apply IFRS 3 ‘Business Combinations’ retrospectively to business combinations that took place prior to the transition date to IFRS, and this also applies to past acquisitions of investments in associates and of interests in joint ventures. Goodwill arising on the acquisition of associates and joint ventures before the transition date remains at its previous carrying value at the transition date to IFRS of 1 January 2004.

c. Deferred gain on assets contributed to joint ventures

Prior to the adoption of IFRS on 1 January 2004, where the fair value of assets contributed to joint ventures and associates is greater than the book value, the difference is recognised in reserves. Under US GAAP, the difference is released to the income statement over the anticipated life of the long lived assets contributed to the venture.

d. Gains and losses on disposal of subsidiary and associated undertakings

On the disposal of subsidiaries and associate undertakings a different gain or loss on sale may arise as a result of the following:

Goodwill

Prior to the transition to IFRS, goodwill arising on business combinations was amortised on a systematic basis, or, prior to 1998, written off directly to reserves. Under US GAAP, goodwill is not amortised but tested for impairment on an annual basis. Under US GAAP, therefore, the carrying value of goodwill is different, and results in different gains or losses on disposal.

Investment hedge on foreign subsidiaries

Under IFRS, gains and losses on the fair value of instruments designated as hedges against the carrying value of group undertakings are recognised in a hedging reserve within equity, to the extent that the hedge is effective. On disposal of such undertakings, cumulative gains and losses that had previously been recognised in the hedging reserve are transferred and recognised in the income statement. Under US GAAP, Reuters has not designated any of its derivative instruments as qualifying hedge instruments under FAS 133. Accordingly, no cumulative gains and losses from hedging are transferred to the income statement on disposal of Group undertakings under US GAAP.

Recycling of foreign currency translation differences

Under IFRS, gains and losses on the retranslation of assets and liabilities of foreign operations that have been recorded in equity since the IFRS transition date of 1 January 2004 are transferred to the income statement and recognised as part of the gain or loss on disposal of those operations.

Under US GAAP, amounts attributable to foreign operations that have been accumulated in the translation adjustment component of equity from the date of acquisition are removed from the separate component of equity, and are reported as part of the gain or loss on disposal of those operations.

Differences in the amounts recognised on disposals under US GAAP and IFRS arise as the currency translation reserve under IFRS was set to zero on adoption of IFRS as at 1 January 2004, and also due to underlying GAAP differences in the carrying values under IFRS and US GAAP of the underlying foreign currency assets and liabilities being retranslated.

In 2005, there was a US GAAP adjustment of £25 million to reduce the Radianz loss on sale and an adjustment of £57 million to reduce the Instinet gain on sale. Only Instinet qualifies as a discontinued operation under US GAAP.

e. Investments

Under IFRS, prior to the adoption of IAS 32 ‘Financial Instruments: Disclosure and Presentation’ and IAS 39 ‘Financial Instruments: Recognition and Measurement’ on 1 January 2005, fixed asset investments were held in the balance sheet at cost, net of permanent diminution in value as assessed by the directors.

Under IFRS, following the adoption of IAS 32 and IAS 39, available-for-sale assets and financial assets held for trading are initially recognised at fair value in the translation reserve and subsequently remeasured at fair value. The Group has classified all of its marketable securities as available-for-sale, with the exception of its investment in Savvis, which was classified as a financial asset at fair value through profit or loss, before being disposed of in 2005. Realised and unrealised gains and losses on financial assets held for trading are included in the income statement in the period in which they arise. Unrealised gains and losses arising from changes in fair value of available-for-sale assets are recognised in the statement of recognised income and expense.

Under US GAAP, traded investments are stated at fair value with unrealised gains or losses included in the income statement. Investments which have a readily determinable fair value and are classified as available-for-sale are stated at fair value with unrealised gains or losses included in other comprehensive income. Investments in available-for-sale assets which do not have a readily determinable fair value are carried at historic cost.

f. Stock options

Employee share awards

Under IFRS, compensation charges relating to equity-settled employee share awards made after 7 November 2002 but not vested at 1 January 2005 are based on the fair value of the awards at the date of grant, expensed on a straight-line basis over the vesting period of the award. At each balance sheet

Back to Contents

date, the Group revises its estimate of the number of options that are expected to become exercisable. Cash-settled share-based payments are accrued over the vesting period of the award, based on the current fair market value at each balance sheet date.

Under US GAAP, the Group applies the measurement provisions of APB 25 ‘Accounting for Stock Issued to Employees’ and recognises the intrinsic value of options granted as determined on the measurement date over the vesting period. Under US GAAP, additional compensation cost is recognised when the vesting of an option has been accelerated and those options would otherwise have been forfeited unvested. Additional compensation cost is also recognised where a new measurement date is established, following the amendment of a stock option plan, where the exercise price is less than the market value of the underlying shares on the new measurement date.

Under Reuters Save-As-You-Earn (SAYE) plans, shares are granted to employees at a 20% discount. Under US GAAP, the discount is treated as employee compensation and is accrued over the vesting period of the grants. Under US GAAP, if an SAYE scheme is offered at a lower price than those offered previously and participants are able to transfer out of an existing scheme into the new scheme, variable plan accounting rules apply. Under these rules, a compensation charge is recorded on issue of the option for the intrinsic value of the award at the grant date, any subsequent movement in the share value results in a re-measuring of the compensation charge, which continues until the option is exercised. Variable plan accounting applies to all options in existing higher priced schemes and also to options in lower priced schemes to the extent that those options have been transferred from a higher priced scheme.

National Insurance on stock options

Under IFRS, the liability for National Insurance on stock options is accrued based on the fair value of the options on the date of grant and adjusted for subsequent changes in the market value of the underlying shares. Under US GAAP, this expense is recorded upon exercise of the stock options.

Options granted to non-employees

Under IFRS, the transfer of employees that held unvested stock option awards to a joint venture prior to 7 January 2002 does not give rise to a charge against profit. Under US GAAP, the stock awards are considered to be held by non-employees and accordingly a stock option expense relating to the fair value of the unvested awards is included in ‘share of operating profit/loss in joint ventures’ over the remaining vesting period.

g. Pensions

Under IFRS, pension assets, defined benefit pension liabilities and pension expense are determined using the Projected Unit Credit Method in a similar manner to US GAAP. However, under IFRS all actuarial gains and losses which arise in calculating the present value of the defined benefit obligation and the fair value of plan assets, are recognised immediately in the statement of recognised income and expense.

Under US GAAP, actuarial gains and losses in excess of the corridor are recogised over the average remaining service life of the employees. Also, under US GAAP an additional minimum liability is recorded when the accumulated benefit obligation exceeds the fair value of the plan assets by an amount greater than the liability recognised in the balance sheet. In addition, there is a transition asset or obligation recognised upon the adoption of FAS 87 ‘Employers’ Accounting for Pensions’, which is then released to the income statement over the average remaining service lives of the employees.

h. Restructuring

Under IFRS, Reuters recognises provisions for restructuring charges other than termination benefits, once the Group has a present obligation (legal or constructive) to incur the costs as a result of a past event, it is probable that an economic outflow will be required, and a reliable estimate can be made. A constructive obligation is considered to exist when a detailed formal plan is in place and a valid expectation has been raised in those affected. Termination benefits are recognised when the Group is demonstrably committed to a plan of termination when, and only when, the Group has a detailed formal plan (with specified minimum contents) for the termination, and there is no realistic possibility of withdrawal. Provisions for costs associated with the exit of a property are recognised once the intention to exit has been announced.

Under US GAAP, employee severance costs that are not one-time termination charges are recognised when it is probable that these costs will be incurred and the amount is capable of being estimated. Charges for costs associated with the exit of properties are recognised upon vacating the property or legal termination of the lease contract.

Under IFRS, liabilities for terminating or reducing the activities of an acquired company are only recognised as part of allocating the cost of a combination if they exist at the date of acquisition and meet certain recognition criteria. Provisions for future losses or other costs expected to be incurred as a result of a business combination are not recognised.

Under US GAAP, the Group applies the provisions of EITF 95-3 ‘Recognition of liabilities in connection with a purchase combination’, which requires recognition of certain costs incurred in respect of exit activities and integration if specified conditions are met, as part of purchase accounting.

i. Derivative instruments

In 2004, the Group applied hedge accounting and was not required to record its derivative instruments or any of its embedded derivative instruments on the balance sheet at fair value. Compound derivative instruments, having multiple underlyings, could be designated as net investment hedges and, where this treatment was applied, foreign currency translation gains and losses arising on the instruments were recorded in the statement of total recognised gains and losses.

From 1 January 2005, Reuters adopted IAS 32 ‘Financial Instruments: Disclosure and Presentation’ and IAS 39 ‘Financial Instruments: Recognition and Measurement’. These standards require all stand-alone and embedded derivative instruments to be recognised on the balance sheet at fair value. The method of recognising subsequent changes in fair value depends on whether the derivative is designated as a hedging instrument, and if so, the nature of the item being hedged.

Under IFRS, the Group has designated certain derivatives as hedges of foreign net investments and fair value hedges of borrowings. For net investment hedges, fair value movements arising from these derivatives are recognised in a hedging reserve, until transferred to the income statement on disposal or impairment of the underlying item. For fair value hedges, fair value movements are adjusted in the carrying value of borrowings; movements in the fair value of fair value hedges are recognised in the income statement, together with movements in the fair value of the item being hedged. To the extent that hedges are ineffective, gains and losses are recognised in the income statement.

Under US GAAP, the Group adopted FAS 133 ‘Accounting for Derivative Instruments and Hedging Activities’ as amended by FAS 138, on 1 January 2001. FAS 133 introduced new rules in respect of hedge accounting and the recognition of movements in fair value through the income statement. As a result of the adoption, all derivatives and embedded derivative instruments, whether designated in hedging relationships or not, are carried on the balance sheet at fair value. The Group has not designated any of its derivative instruments as qualifying hedge instruments under FAS 133. Accordingly, changes in the fair value of derivative and embedded derivative instruments have been included within the income statement under US GAAP.

Under IFRS, IAS 39 grants an exemption from the requirement to recognise embedded foreign currency derivatives where the currency is commonly used in the economic environment of the host contract. FAS133 does not grant such an exemption, therefore the Group identifies and separately accounts for more embedded derivatives under US GAAP than it does under IFRS.

j. Consolidation of subsidiary undertakings

On 16 November 2004, Reuters purchased the 49% voting stake of Radianz that it did not already own from Equant, thereby increasing its shareholding from 51% to 100% of the voting shares. Under IFRS, from the date of acquisition of the remaining 49%, Radianz was fully consolidated. IFRS 5 ‘Non-current Assets Held for Sale and Discontinued Operations’ was applied for presentation purposes, and hence Radianz was classified as a subsidiary acquired with a view to resale, and included in the balance sheet as a non-current asset held for sale. Liabilities directly associated with the non-current assets held for sale were also shown separately. The results of Radianz prior to 16 November 2004 were presented within discontinued operations in the income statement.

Back to Contents

Under US GAAP, Radianz was treated as a joint venture of the Group for the period 1 January 2004 to 16 November 2004. The acquisition of the additional 49% stake in Radianz was accounted for as a step acquisition at which time Radianz was fully consolidated as a subsidiary until its disposal during 2005. It is the opinion of the directors that Radianz met the criteria set forth in FAS 144, 'Accounting for the Impairment and Disposal of Long Lived Assets', as a disposal group and was therefore classified as an asset held-for-sale until its disposal. Although Reuters has no significant continuing involvement in the operations of Radianz following disposal, the classification of Radianz as a discontinued operation is not considered appropriate given a significant level of continuing cash outflows. Under US GAAP, Radianz had a higher carrying value resulting in a greater write down to fair value less costs to sell at the end of 2004.

k. Sale and leaseback transactions

Under IFRS, where gains and losses arise from transactions qualifying as sale and operating leaseback, such gains and losses on the sale of the properties and rental expenses associated with subsequent leasebacks are recognised in the income statement.

Under US GAAP, where a portion of the leased property is sub-let and that sublease is not minor, the sale and leaseback is accounted for as financing. The asset is retained on the balance sheet at its written down value and depreciated over the term of the lease. The proceeds received from the sale of the property are deferred on the balance sheet as a financing liability, whilst lease rental payments are offset against the liability as they are made. The differences between the initial proceeds received and subsequent rental payments are recorded as financing costs over the term of the lease.

l. Property, plant and equipment

Under IFRS, the Group does not capitalise interest on self-constructed assets. Under US GAAP, interest incurred as part of the cost of constructing a fixed asset is capitalised and amortised over the life of the asset.

m. Taxation

Under IFRS, deferred taxes are accounted for in accordance with IAS 12 'Income Taxes', which requires deferred tax to be accounted for on temporary differences. Deferred tax assets are recognised to the extent that it is probable that taxable profits will be available against which the deductible temporary difference can be utilised. Assets not recognised are disclosed in note 26.

Under US GAAP, deferred taxes are accounted for in accordance with FAS 109 'Accounting for Income Taxes' on all temporary differences and a valuation allowance is established in respect of those deferred tax assets where it is more likely than not that some portion will remain unrealised.

Deferred tax adjustments in the IFRS to US GAAP reconciliation are primarily the result of the deferred tax impact of the other US GAAP adjustments made in the reconciliation. However, tax adjustments also arise in respect of the timing of recognition of deferred tax on share options and current tax benefits.

n. Reclassification of minority interest

IFRS requires the presentation of minority interest within equity on the face of the balance sheet. Under US GAAP, minority interest is presented as a separate item on the face of the balance sheet outside of equity.

Cash flows

The cash flow statement set out on page 52 has been prepared in accordance with IAS 7 'Cash Flow Statements'. If the cash flow statement had been prepared in accordance with FAS 95 'Statement of Cash Flows', the net increase in cash and cash equivalents would have been £84 million (2004: £36 million). This is because under IFRS, the cash outflow in bank overdrafts of £8 million (2004: inflow of £12 million) is classified as a movement in cash and cash equivalents, while under US GAAP, the cash flow in bank overdrafts is classified as a financing activity.

Back to Contents

Notes on the summary of differences between IFRS and US GAAP

01 Adjustments to net income

	Note	2005 £m	2004 £m
Profit/(loss) attributable to ordinary shareholders in accordance with IFRS		**456**	364
US GAAP adjustments:			
Intangible amortisation and impairment	a	**(4)**	21
Amortisation of gain on assets contributed to joint ventures	c	**–**	6
(Loss)/gain on disposal of subsidiaries	d	**(32)**	(18)
(Loss)/gain on disposal of associated undertaking	d	**–**	(35)
Gain/(loss) on disposal of fixed asset investments, available-for-sale assets and financial assets held for trading	e	**42**	(18)
Stock options	f	**(1)**	18
Pensions	g	**(28)**	1
Restructuring	h	**(9)**	105
Derivative instruments	i	**(42)**	58
Consolidation of subsidiary undertakings	j	**–**	(7)
Sale and leaseback	k	**(1)**	(1)
Taxation	m	**18**	(62)
Minority interest in respect of US GAAP adjustments		**(3)**	7
Net income/(loss) attributable to ordinary shareholders in accordance with US GAAP		**396**	439

	2005 pence	2004 pence
Earnings and dividends:		
Basic earnings per ADS in accordance with US GAAP	**170.2**	188.2
Diluted earnings per ADS in accordance with US GAAP	**165.4**	183.2
Dividend paid per ADS	**60.0**	60.0
Weighted average number of shares used in basic EPS calculation (millions)	**1,396**	1,400
Dilutive shares	**41**	36
Used in diluted EPS calculation	**1,437**	1,436

02 Adjustments to shareholders' equity

	Note	2005 £m	2004 £m
Capital employed before minority interest in accordance with IFRS		**570**	371
US GAAP adjustments:			
Goodwill and other intangibles	a	**128**	119
Joint ventures and associates	b	**6**	8
Deferred gain on assets contributed to joint ventures	c	**–**	(31)
(Loss)/gain on disposal of fixed asset investments, available-for-sale assets and financial assets held for trading	e	**(2)**	89
Stock options	f	**(57)**	(33)
Pensions	g	**177**	143

Restructuring	h	**(71)**	(45)
Derivative instruments	i	**6**	(8)
Consolidation of subsidiary undertakings	j	**–**	(7)
Sale and leaseback	k	**(2)**	(1)
Property, plant and equipment	l	**1**	1
Taxation	m	**(51)**	(39)
Minority interest in respect of US GAAP adjustments		**–**	1
Shareholders' equity in accordance with US GAAP		**705**	568

Back to Contents

03 Discontinued operations

Under IFRS, operations are classified as discontinued if they have been either disposed of, or are classified as held for sale, and: represent a major line of business or geographical area of operation; the disposal is part of a single coordinated plan; or if the operations constitute a subsidiary acquired exclusively with a view to resale. As discussed in note 7 on page 62, Radianz, Instinet and BTC have been classified as discontinued operations under IFRS.

Under US GAAP, operations are classed as discontinuing operations if the operations and cash flows of the component will be eliminated from the ongoing operations as a result of the disposal transaction and the Group will not have any significant continuing involvement in the operations after the disposal. The Group has determined that it has not eliminated significant cash flows related to Radianz and therefore Radianz does not meet the criteria for classification as a discontinued operation; accordingly, the results of Radianz, for US GAAP purposes, have been reported within continuing operations. Instinet and BTC do meet the criteria and have been classified within discontinued operations.

Under US GAAP the key data for the operations classed as discontinuing operations are analysed below:

	2005	2004
Discontinued operations under US GAAP	**£m**	£m
Operating income	**96**	66
Income tax charge	**(15)**	(18)
Gain on disposal	**133**	–
Minority interest	**(29)**	(4)
Net income	**185**	44
Basic profit per ADS	**79.4p**	19.7p
Diluted profit per ADS	**77.2p**	18.9p

04 Additional disclosures required by US GAAP

Derivative instruments

The current year loss on derivative instruments is £41 million (2004: £58 million gain). At 31 December 2005, the balance sheet includes a derivative asset of £15 million and a derivative liability of £11 million. The current year loss includes a gain of £17 million (2004: £21 million gain) relating to currency forward contracts embedded within customer and supplier contracts.

Recent Accounting Pronouncements

FASB Statement No. 123 (revised 2004) 'Share–Based Payment' (FAS 123 (R))

In December 2004, the FASB issued FAS 123 (R). The statement is a revision of FASB Statement No. 123 'Accounting for Stock-Based Compensation' and supersedes APB Opinion No. 25 'Accounting for Stock Issued to Employees' and its related implementation guidance. FAS 123 (R) establishes standards for accounting for transactions in which an entity exchanges its equity instruments for goods and services, primarily employee services. The statement requires a public entity to measure the cost of employee services received in exchange for an award of equity instruments to be based on the grant date fair value of the award, as determined using an option pricing model which considers the unique characteristics of those instruments. The cost should be recognised over the period during which an employee is required to provide service in exchange for the award. FAS 123 (R) is applicable to the Group from the start of the first annual reporting period beginning after 15 June 2005. The implementation of FAS 123 (R) will require the Group to establish the grant date fair value for all its employee share option plans. The Group is in the process of assessing these fair values and the resulting impact on the Group's financial position.

FASB Statement No. 153 'Exchanges of Non-monetary Assets' (FAS 153)

In December 2004, the FASB issued FAS 153 as an amendment to APB Opinion No. 29 'Accounting for Non-monetary Transactions'. The guidance in APB Opinion No. 29 is based on the principle that exchanges on non-monetary assets should be measured based on the fair value of the assets exchanged, with certain exceptions to that principle. FAS 153 amends APB Opinion No. 29 to eliminate the exception for non-monetary exchanges of similar productive assets and replaces it with a general exception for exchanges on non-monetary assets that do not have commercial substance. A non-monetary exchange has commercial substance if future cash flows of the entity are expected to change significantly as a result of the exchange.

FAS 153 is effective for non-monetary exchanges occurring in fiscal periods beginning after 15 June 2005. This accounting pronouncement is not expected to have a significant impact on the Group's financial position or the results of its operations.

FASB Statement No.154 'Accounting Changes and Error Corrections' (FAS 154)

In May 2005, the FASB issued FAS 154, a replacement of APB Opinion No. 20 and FASB Statement No. 3. FAS 154 provides guidance on the accounting for and reporting of accounting changes and error corrections. FAS 154 is effective for accounting changes and corrections of errors made in fiscal years beginning after 15 December 2005.

Back to Contents

Eleven year consolidated financial summary

For the year ended 31 December

Two year consolidated financial summary (IFRS)

	IFRS 2005 £m	IFRS 2004 £m
Results:		
Revenue[1]	**2,409**	2,339
Net finance costs	**(12)**	(12)
Profit before tax	**238**	396
Taxation	**9**	40
Profit attributable to equity holders of the parent	**456**	364
Net assets:		
Non-current assets	**1,179**	1,025
Current assets	**957**	1,410
Current liabilities	**(738)**	(1,249)
Non-current liabilities	**(829)**	(714)
Non-current assets classified as held for sale	**1**	145
Liabilities directly associated with non-current assets classified as held for sale	**–**	(47)
	570	570
Property, plant and equipment:		
Additions	**137**	111
Depreciation	**103**	130

	2005	2004
Ratios:		
Basic earnings per ordinary share from continuing operations	**16.3p**	25.4p
Dividends per ordinary share	**10.0p**	10.0p
Book value per ordinary share[2]	**42.1p**	26.5p
Profit before taxation as a percentage of revenue (%)	**9.9**	16.9
Return on property, plant and equipment[3] (%)	**64.2**	85.7
Return on equity[4] (%)	**96.9**	108.5
UK corporation tax rate (%)	**30**	30
Infrastructure:		
Shares issued (millions)	**1,441**	1,436
Employees	**15,300**	14,465
User accesses	**346,000**	328,000

Notes:

1 2004 and 2005 exclude revenue for Instinet Group which was classified as a discontinued operation and subsequently sold in 2005.

Ratios:

2 Book value per ordinary share represents total parent shareholders' equity divided by the number of shares in issue after deducting shares held by employee share ownership trusts and repurchased shares.

3 Return on property, plant and equipment represents profit after taxation from continuing operations as a percentage of average property, plant and equipment. The average is calculated by adding property, plant and equipment at the start and the end of each year and dividing by two.

4 Return on equity represents profit attributable to equity holders of the parent divided by the average total parent shareholders' equity. The average is calculated by adding total parent shareholders' equity at the start and the end of each year and dividing by two.

Back to Contents

Eleven year consolidated financial summary

For the year ended 31 December

Nine year consolidated financial summary (UK GAAP)

For the year ended 31 December	UK GAAP 2003 £m	UK GAAP 2002 £m	UK GAAP 2001 £m	UK GAAP 2000 £m	UK GAAP 1999 £m	UK GAAP 1998 £m	UK GAAP 1997 £m	UK GAAP 1996 £m	UK GAAP 1995 £m
Results:									
Revenue	3,235	3,593	3,885	3,592	3,125	3,032	2,882	2,914	2,703
Net interest (payable)/receivable	(29)	(20)	(9)	3	(4)	2	80	61	60
Profit/(loss) before tax	56	(344)	158	657	632	580	626	652	558
Taxation	22	23	107	136	196	196	236	210	185
Profit/(loss) attributable to ordinary shareholders	50	(255)	46	521	436	384	390	442	373
Net assets:									
Fixed assets	1,192	1,448	1,963	1,868	1,205	1,098	1,046	1,026	999
Net current (liabilities)/assets	(89)	(190)	(134)	(293)	(170)	(577)	790	525	387
Long-term creditors	(425)	(354)	(344)	(310)	(284)	(16)	(37)	(41)	(135)
Provisions	(271)	(245)	(212)	(112)	(88)	(116)	(120)	(51)	(39)
	407	659	1,273	1,153	663	389	1,679	1,459	1,212
Tangible fixed assets:									
Additions	130	154	276	282	244	296	361	372	304
Depreciation	193	227	246	276	310	331	312	283	250
Development expenditure	171	200	294	323	197	200	235	202	191

	2003	2002	2001	2000	1999	1998	1997	1996	1995
Ratios:									
Earnings/(loss) per ordinary share	3.6p	(18.3p)	3.3p	37.1p	30.9p	26.7p	24.0p	27.3p	23.2p
Dividends per ordinary share	10.0p	10.0p	10.0p	16.0p	14.65p	14.4p	13.0p	11.75p	9.8p
Book value per ordinary share[1]	15.2p	30.7p	68.2p	73.7p	40.5p	23.3p	99.9p	88.3p	73.7p
Profit/(loss) before tax as a percentage of revenue (%)	1.7	(9.6)	4.1	18.3	20.2	19.1	21.7	22.4	20.6
Return on tangible fixed assets[2] (%)	6.3	(56.8)	7.8	78.3	59.1	48.2	49.0	60.0	55.2
Return on equity[3] (%)	15.7	(36.8)	4.6	65.0	92.2	78.5	25.6	33.7	34.8
UK corporation tax rate (%)	30	30	30	30	30	31	32	33	33
Infrastructure:									
Shares issued (millions)	1,433	1,433	1,431	1,429	1,423	1,422	1,694	1,689	1,677
Employees	16,744	17,414	19,429	18,082	16,546	16,938	16,119	15,478	14,348
User accesses	338,000	388,000	592,000	558,000	520,858	482,380	429,000	362,000	327,100

Notes:

Information provided prior to 2004 year end was reported under UK GAAP which may differ materially from IFRS. The main differences impacting the Group's financial statements are on account of share-based payments, employee benefits, intangible assets and financial instruments.

2003 and 2002 have been restated following adoption of UITF17 and UITF38, and the reclassification of transaction-related regulatory fees following recently issued SEC guidance.

2003 and 2002 user accesses have been revised to reflect the exclusion of mobile and other low-cost accesses. 1997 and 1998 have been restated to reflect changes to reporting user accesses in 1999.

1999 and 2000 have been restated following adoption of FRS 19.

1995 and 1996 have been restated to reflect the effect of FRS 10 issued in 1997 which required purchased goodwill and intangible assets to be capitalised and amortised through the profit and loss account.

Ratios:

1 Book value per ordinary share represents adjusted shareholders' equity divided by the number of shares in issue after deducting shares held by employee share ownership trusts. In 1995 to 1997, shares in Reuters Holding PLC held by Group companies are also deducted from shares in issue. Adjusted shareholders' equity is calculated after deducting the carrying value of interests in shares of Reuters Holdings PLC (1995 to 1997).

2 Return on tangible fixed assets represents profit after taxation as a percentage of average tangible fixed assets. The average is calculated by adding tangible fixed assets at the start and the end of each year and dividing by two.

3 Return on equity represents profit attributable to ordinary shareholders divided by the average adjusted shareholders' equity. The average is calculated by adding adjusted shareholders' equity at the start and the end of

each year and dividing by two. In 1998 a weighted average has been used to reflect the capital reorganisation.

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Back to Contents

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Back to Contents

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Back to Contents

Information for shareholders

01 Ordinary shares

As of 7 March 2006, there were 1,351,605,175 ordinary shares outstanding, excluding 31,553,221 ordinary shares owned by certain employee share ownership trusts and 90,850,000 held in Treasury (see Note 27 on page 89).

02 Major shareholders

The company had received notice under section 198 of the UK Companies Act 1985, as at 7 March 2006, that the following parties held notifiable interests in its shares:

	Number of shares held on 7 March 2006	Percentage of issued share capital	Number of shares held on 2 March 2005
Fidelity Investments	150,753,687	11.14%	130,364,252
Legal & General Investment Management	55,230,590	4.08%	58,006,887
Merrill Lynch Investment Managers	48,978,642	3.62%	48,978,642
The Capital Group of Companies, Inc	42,135,514	3.11%	–
Barclays PLC	n/a	n/a	53,902,608

The company's major shareholders do not have any different voting rights from the other ordinary shareholders. There were no significant changes in the holdings of the company's major shareholders other than Barclays PLC reduced its shareholding below the 3% threshold in April 2005 and The Capital Group of Companies, Inc became a notifiable holding in January 2006.

The Founders Share

Independence, integrity and freedom from bias in the gathering and dissemination of news and information are fundamental to Reuters. Reuters Founders Share Company Limited (the Founders Share Company) was established to safeguard those qualities and holds a single Founders Share. This share may be used to outvote all ordinary shares if other safeguards fail and there is an attempt to effect a change in control of the company. 'Control', for this purpose, means 30% of the ordinary shares. The directors of the Founders Share Company have a duty to ensure, as far as they are able by the proper exercise of the powers vested in them, that the Reuters Trust Principles are observed (see pages 119 to 120).

The Founders Share Company's directors are nominated by a Nomination Committee which includes certain serving directors of the Founders Share Company, one person nominated by each of four news associations, two people appointed by the Chairman of Reuters Group PLC and two people appointed after consultation with the European Court of Human Rights. A director of the Founders Share Company may not be a director or employee of Reuters Group.

The current directors of the Founders Share Company are as follows:

	Trustee since
The Honourable Mrs Anson, GBM, CBE, JP	2002
Leonard Berkowitz	1998
Sir Michael Checkland	1994
Bertrand Collomb	2004
Jiri Dienstbier	2005
Uffe Ellemann-Jensen, MP	2001
John Fairfax, AM	2005
Dr Frene Ginwala	2004
Pehr Gyllenhammar (Chairman)	1997
Joseph Lelyveld	2004
Sir Christopher Mallaby, GCMG, GCVO	1998
John McArthur	2001
Mammen Mathew	2002
The Right Hon The Baroness Noakes, DBE	1998

AGM on or after the fifth anniversary following appointment or re-appointment. Trustees are eligible for re-appointment for a further term of five years, subject to a maximum term of 15 years and maximum age limit of 75.

Except as described above, to the best of the Group's knowledge, the company is not directly or indirectly owned or controlled by another corporation, by any foreign government or by any other natural or legal person, severally or jointly, and currently there are no arrangements that may, at a subsequent date, result in a change in control of the company.

03 Corporate structure

The Group conducts its business through a portfolio of companies, including wholly and partly-owned subsidiary undertakings, joint ventures and associates. Information concerning the most significant companies is contained in note 39 to the consolidated financial statements, on page 100.

04 Trading markets

The company's ordinary shares are traded on the London Stock Exchange. American Depositary Shares (ADSs), each representing six ordinary shares, are traded on the NASDAQ Stock Market. The ADSs are evidenced by American Depositary Receipts (ADRs) issued by Deutsche Bank Trust Company Americas, as Depositary under a Deposit Agreement, dated 18 February 1998 and supplemented 16 December 2005 (the Deposit Agreement), among the company, the Depositary and ADR holders.

The table below sets out, for the periods indicated (i) the reported high and low sales prices for the ordinary shares based on the Daily Official List of the London Stock Exchange and (ii) the reported high and low sales prices of the ADSs on NASDAQ.

	The London Stock Exchange Pounds per share		NASDAQ US dollars per ADS	
	High	Low	High	Low
Annual market prices				
2001	11.58	5.26	103.44	46.00
2002	7.47	1.61	64.36	15.12
2003	2.68	0.96	27.09	9.59
2004	4.29	2.41	49.15	25.72
2005	4.31	3.52	49.35	37.33
Quarterly market prices				
2004				
First quarter	4.29	2.41	49.15	25.72
Second quarter	4.15	3.33	45.01	35.38
Third quarter	3.56	2.89	39.40	31.75
Fourth quarter	4.09	3.23	45.30	34.92
Quarterly market prices				
2005				
First quarter	4.28	3.64	49.35	40.83
Second quarter	4.26	3.75	48.65	41.48
Third quarter	4.12	3.59	43.45	39.03
Fourth quarter	4.31	3.52	44.40	37.33
Monthly market prices				
2005				
August	3.93	3.59	41.80	39.03
September	3.83	3.60	42.25	39.24

Sir William Purves, CBE, DSO	1998
Jaakko Rauramo	1999
Dr Mark Wössner	2001

Toyoo Gyohten retired as a Trustee in October 2005.

Trustees are appointed for an initial term of five years and must resign at the

October	3.82	3.52	40.54	37.33
November	4.05	3.63	41.60	38.41
December	4.31	4.02	44.40	41.78
Monthly market prices				
2006				
January	4.43	4.17	47.01	44.12
February	4.61	3.80	48.44	39.93
March (to 7 March)	3.87	3.80	40.89	39.67

Back to Contents

Analysis of shareholders

As of 7 March 2006, there were 1,351,605,175 Reuters ordinary shares in issue, including the shares referred to below but excluding ordinary shares held by employee share ownership trusts. There were 27,567 shareholders on the ordinary share register analysed in the chart below.

As of the same date, 874,117 ordinary shares and 18,282,496 ADSs (representing 109,694,976 ordinary shares) were held on the record in the US. These ordinary shares and ADSs were held by 588 record holders and 2,176 record holders respectively, and represented 0.065% or evidenced ADSs respectively, representing 8.12% respectively of the total number of ordinary shares outstanding. Since certain of these ordinary shares and ADSs were held by brokers or other nominees, the number of record holders in the US may not be representative of the number of beneficial holders or of where the beneficial holders are resident.

Note: Includes all holdings below 100,000 shares, except for private investors, whose holdings are analysed below this level.

Dividends

The table below sets forth the amounts of interim, final and total dividends (excluding any associated UK tax credit discussed on pages 122 to 123) paid in respect of each fiscal year indicated. Pound sterling amounts per share have been translated into US cents per ADS (each representing six ordinary shares) at the actual rates of exchange used for each of the respective payments of interim and final dividends.

	Pence per share			Cents per ADS		
	Interim	Final	Total	Interim	Final	Total
2001	3.85	6.15	10.00	33.29	53.56	86.85
2002	3.85	6.15	10.00	36.05	58.46	94.51
2003	3.85	6.15	10.00	36.08	64.88	100.96
2004	3.85	6.15	10.00	40.94	70.24	111.18
2005	3.85	6.15	10.00	41.18	–	–

The final dividend in respect of 2005 is payable on 4 May 2006 to holders of ordinary shares on the register at 17 March 2006 and on 11 May 2006 to holders of ADSs on the record at 17 March 2006 and will be converted into US dollars from sterling at the rate prevailing on 11 May 2006.

See page 26 for a discussion of the Group's dividend policy.

05 History and development

The ultimate holding company for the Group, Reuters Group PLC, was incorporated in England and Wales on 24 December 1996, though its predecessor was formed in England in 1851. Reuters Group PLC's registered office and corporate headquarters are located at The Reuters Building, South Colonnade, Canary Wharf, London E14 5EP, UK.

06 Memorandum and articles of association

The following description summarises certain material rights of holders of the company's ordinary shares of 25 pence each and material provisions of the company's Memorandum and Articles of Association (the Articles), the Memorandum and Articles of Association of Reuters Founders Share Company Limited (the Founders Share Company) and English law. The following description is a summary only and is qualified in its entirety by reference to the Articles (which have been filed with the SEC and Companies House) and the Companies Act.

All of the outstanding ordinary shares are fully paid. Accordingly, no further contribution of capital may be required from the holders of such shares by Reuters.

In this description, the term 'holder' refers to the person registered in the register of members as the holder of the relevant share and the term 'beneficial owner' refers to a person other than the holder who has a beneficial interest in the relevant share. Deutsche Bank, which acts as Depositary under the Deposit Agreement relating to the American Depositary Shares, or ADSs, is the holder of the ordinary shares represented by the outstanding ADSs.

General

Reuters Group PLC is incorporated under that name and is registered in England and Wales with registered number 3296375. Its objects are set out in the fourth clause of its Memorandum of Association and cover a wide range of activities, including the following:

- collecting information and supplying news and information services and products;
- acquiring and operating wireless installations, satellites and other means of communication;
- utilising the Group's communications capabilities to provide various financial and securities markets services; and
- carrying on any other business supplemental to the foregoing or capable of enhancing the Group's profitability or capitalising on the Group's expertise.

The Memorandum of Association provides a broad range of corporate powers to effect these objectives.

The Reuters Trust Principles and the Founders Share Company

The Articles contain two sets of restrictions relating to the ownership of Reuters shares. These restrictions are intended to ensure continued compliance with the following principles (the Reuters Trust Principles) set out in the Article F.114:

- 'that Reuters shall at no time pass into the hands of any one interest, group or faction;
- that the integrity, independence and freedom from bias of Reuters shall at all times be fully preserved;
- that Reuters shall supply unbiased and reliable news services to newspapers, news agencies, broadcasters and other media subscribers and to businesses, governments, institutions, individuals and others with whom Reuters has or may have contracts;
- that Reuters shall pay due regard to the many interests which it serves in addition to those of the media; and
- that no effort shall be spared to expand, develop and adapt the news and other services and products of Reuters so as to maintain its leading position in the international news and information business.'

For the purposes of the Reuters Trust Principles, the Articles define the term Reuters to mean Reuters Group PLC and every subsidiary of it from time to time supplying news services.

The first set of restrictions contained in the Articles applies to persons that become 'interested' in 15% or more of the ordinary shares outstanding at any time (excluding any shares held by Reuters as treasury shares). The term 'interested' is defined in the Articles by reference to provisions of the Companies Act which require persons to disclose to public companies interests in voting shares in excess of a prescribed percentage. Subject to certain exceptions, all shares held by a person who reaches the 15% limit will be disenfranchised and the shares exceeding the 15% limit must be disposed of. This set of restrictions is more fully described below under 'Rights and restrictions attaching to Reuters shares – Restrictions on ownership –Disenfranchisement and disposal of excess interests.'

Second, the company's share capital includes the Founders Share, which is held by the Founders Share Company, a company limited by guarantee consisting of individuals, referred to as the Reuters Trustees, who constitute both its members and directors. The Founders Share empowers the Founders Share Company to cast such number of votes as will pass any resolution supported by and defeat any resolution opposed by, the Founders Share Company if it believes that any person or persons have obtained, or are seeking to obtain, control of the Group. Control for these purposes is defined as the ability to control the exercise of 30% or more of the votes that may be cast on a poll at general meetings. Under the Articles, the special rights attaching to the Founders Share may not be varied or abrogated in any respect without the prior written consent of the Founders Share Company. The rights attaching to the Founders Share are described in more detail below under 'Rights and restrictions attaching shares – Voting rights – Rights conferred by Founders Share.'

The restrictions on interests in ordinary shares and the extraordinary voting rights of the Founders Share may be characterised as anti-takeover provisions to the extent they may have the effect of preventing a bid for control of the Group. Tender offers or other non-market acquisitions of shares are usually made at prices above the prevailing market price of a company's shares. Acquisitions of shares by persons attempting to acquire control through market purchases may support the price of shares at market levels higher than otherwise would be the case. The restrictions and extraordinary voting rights summarised in this section may be expected to preclude such offers.

Directors

The company's Articles provide for a board of directors consisting of not fewer than five nor more than 15 directors. The Articles require that, in performing their duties, the directors have due regard for the Reuters Trust Principles insofar as, by the proper exercise of their powers and in accordance with their other duties as directors, the directors may do so.

The Articles contain provisions that require the board of directors to include at least five non-executive directors before a new executive director can be appointed.

Under the Articles, a director may not vote in respect of any contract, arrangement or proposal in which the director, or any person connected with the director, has any material interest other than by virtue of the director's interests in securities of, or otherwise in or through, the company. This is subject to certain exceptions relating to proposals (a) giving the director any guarantee, security or indemnity in respect of obligations incurred at the request of or for the benefit of the Group, (b) giving any guarantee, security or indemnity to a third party in respect of obligations of the Group for which the director has assumed responsibility under an indemnity or guarantee, (c) relating to an offer of securities of the Group in which the director may be entitled to participate or will be interested as an underwriter, (d) concerning any other company in which the director is beneficially interested in less than 1% of the issued shares of any class of the company or the voting rights available to its shareholders, (e) relating to the adoption, modification or operation of any employee benefits plan which will provide the director with the same benefits as other employees and (f) relating to any liability insurance that Reuters is empowered to purchase for its directors or employees in respect of actions undertaken as directors or officers of the Group.

The directors are empowered to exercise all the powers of the Group to borrow money, subject to the limitation that the aggregate principal amount outstanding in respect of monies borrowed by the Group shall not exceed a sum equal to two and a half times the company's share capital and aggregate reserves, calculated in the manner described in the Articles and £5,000 million, unless sanctioned by an ordinary resolution of the company's shareholders.

At each AGM of Reuters shareholders at least one-third of the directors (or, if their number is not a multiple of three, the number nearest to but not greater than one-third) shall retire from office by rotation. The directors to retire by rotation at the AGM include any director who is due to retire at the meeting by reason of age as prescribed in section 293 of the Companies Act, namely 70 years old. A retiring director shall be eligible for re-election subject to the requirements of the Combined Code. Since the 2005 AGM, the Board has asked all directors to stand for re-election on an annual basis. For additional information see the Directors' Report and Corporate Governance which appear on pages 31 and 34.

Directors are not required to hold shares in order to qualify as a director. A director not holding any shares may nevertheless attend and speak at general meetings of the company.

Rights and restrictions attaching to shares

Dividends

Holders of ordinary shares are entitled to participate in the payment of dividends pro rata to their holdings. The Founders Share is not entitled to participate in the payment of dividends nor will any dividend be paid on any shares held by Reuters in treasury. The Board may propose and pay interim dividends and recommend a final dividend, in respect of any accounting period out of the profits available for distribution under English law.

A final dividend may be declared by the shareholders in general meeting by ordinary resolution, but no dividend may be declared in excess of the amount recommended by the Board.

The company may allot ordinary shares in lieu of cash dividends, subject to shareholder approval at the time the relevant dividend is declared. In addition, the company may declare and pay equivalent dividends to shareholders outside the United Kingdom in local currencies and pay such dividends to the Depositary for value on the payment date.

Voting rights

Rights conferred by ordinary shares Voting at a general meeting of shareholders is by show of hands unless, before or on making known the result, a poll is demanded in accordance with the Articles. If voting is by show of hands, each holder of ordinary shares who is present in person has one vote. On a poll, every holder of ordinary shares who is present in person or by proxy has one vote for every ordinary share held. Voting on all resolutions is carried out by way of a poll.

Holders of a substantial number of ordinary shares may be disenfranchised under the circumstances described under 'Restrictions on ownership' below.

Rights conferred by the Founders Share The Founders Share confers upon the Founders Share Company the right to cast such number of votes as are necessary to defeat any resolution which would vary or abrogate the rights of the Founders Share. The Articles provide that the alteration of specified articles relating to the Founders Share and the Reuters Trust Principles are deemed to constitute a variation of the rights of the Founders Share. In addition, any resolution proposing the winding up of the Group voluntarily, by the Court, or any reconstruction of the Group, or any resolution which would attach to any share voting rights not identical in all respects with those of the ordinary shares, is deemed to be a variation of the rights of the Founders Share.

Additionally, if there are, in the opinion of the Founders Share Company, reasonable grounds for believing that any person and his associates have obtained or are attempting to obtain, directly or indirectly, control of Reuters Group, the Founders Share Company is entitled in its absolute discretion to serve Reuters with a written notice (a Founders Share Control Notice) to that effect. Control is defined for these purposes as the ability to control the exercise of 30% or more of the votes which may be cast on a poll at a general meeting. At all times after the service of a Founders Share Control Notice and pending its rescission, the Founders Share confers upon the Founders Share Company the right to cast on a poll such number of votes as are necessary to ensure the effective passing of any resolution in favour of which it votes and to ensure the defeat of any resolution against which it votes. The Articles provide that the opinion of the Founders Share Company in respect of the service or rescission of a Founders Share Control Notice shall be final and binding and may not be challenged on any grounds whatsoever.

The Founders Share Company is entitled at any time to serve Reuters with a written request for an extraordinary general meeting and the directors are obliged to comply with such request. If they do not comply, the Founders Share Company is entitled to convene an extraordinary general meeting. If a Founders Share Control Notice has been served, however, the Founders Share Company can convene an extraordinary general meeting without first requesting that the directors do so.

Four Reuters Trustees present at the relevant Trustees' meeting can bind all the Founders Share Company directors to exercise the voting rights attaching to the Founders Share so as to defeat a resolution that would be deemed to be a variation of the rights attached to the Founders Share. However, the vote of a majority of the Reuters Trustees (the chairman of the Founders Share Company having a casting vote in the event of equality of votes) is required to determine whether a Founders Share Control Notice should be served and, if so, the manner in which the voting rights attaching to the Founders Share shall be exercised (excluding the vote of any Reuters Trustee who is associated with or materially financially interested in the person attempting to obtain control of Reuters).

Restrictions on ownership

Ordinary shares Under the Articles, a person is 'interested' in shares if, among other things, he is interested directly, or through his family or one or more companies, or through an interest in association with others pursuant to an agreement or understanding, or through a trust or if he controls the voting rights of others. The definition of 'interest in shares' in the Articles is made by reference, with specified variations, to certain provisions of the Companies Act.

Disclosure of interests in ordinary shares The Articles provide for the disclosure of interests in Reuters ordinary shares by reference to the Companies Act provisions mentioned above, with specified variations. Under these provisions as currently in force, if a person acquires an 'interest' in voting shares of a public company amounting to 10% or more of the voting shares of any class, or if he increases or reduces such holding by at least 1% or if he ceases to have such holding, he is obliged to notify the company within two days of the day on which he acquired 10% or any such change in his interest took place. Further, if his interest is a 'material interest' the 10% referred to above is reduced to 3%.

The Articles provide for disenfranchisement of shares which are the subject of a notice under Section 212 of the Companies Act (which allows a company to require disclosure of certain details concerning ownership of its shares) if the person served with the notice is in default in answering it. The Articles also provide for the imposition of restrictions on transferability of the shares concerned and on the right to receive dividends if such shares represent at least 0.25% of the class concerned. Such restrictions cannot, however, be imposed until the expiry of 14 days after the date of the Section 212 notice. Any such restrictions cease if the shares concerned are sold pursuant to a takeover offer or to an unconnected third party or through the London Stock Exchange. The restrictions on transferability only apply to certificated shares. Where a holder of uncertificated shares is in default in answering a Section 212 notice, the Articles provide that the Founders Share Company may require the Group's directors to apply to the Court for such order as may be appropriate.

Disenfranchisement and disposals of excess interests Subject to certain exceptions described below, certain restrictions apply to persons that become 'interested' (as defined in the Articles) in 15% or more of the ordinary shares. If any person becomes interested in 15% or more of the outstanding shares (excluding any shares held by Reuters as treasury shares) (the 'Relevant Shares'), the directors are required to serve a Restriction Notice on that person, on any other person known to the directors to have an interest in the Relevant Shares and, if different, on the registered holder of the Relevant Shares. While a Restriction Notice in respect of Relevant Shares is in force, a registered holder of the Relevant Shares is not entitled to attend or vote, either in person or by proxy, at any general meeting or at any meeting of the holders of any class of Reuters shares. In addition, a Restriction Notice will require such person to dispose of any Relevant Shares exceeding the 15% limit and supply evidence to the company that such disposal has occurred within 21 days or such longer period as the directors consider reasonable. If such disposition is not made within the specified period, the directors must as far as they are able, dispose of any shares exceeding the 15% limit. Under the Articles, any belief, resolution, decision or action of the directors held, made or taken pursuant to any of the provisions concerning restrictions on ownership shall be conclusive, final and binding on all persons concerned and may not be challenged on any grounds whatsoever.

The restrictions are subject to certain modifications where a person becomes interested in 15% or more of the issued shares of any class by reason of a rights issue or an underwriting in the ordinary course of its business.

The Founders Share Ownership of the Founders Share is restricted to the Founders Share Company. Under its Memorandum of Association, the Founders Share Company is not permitted, directly or indirectly, to dispose of the Founders Share or of any interest therein, or to grant any rights in respect of the Founders Share or any interest therein.

Treasury Shares Reuters may acquire and thereafter hold up to 10% of its issued listed share capital in treasury. Any such acquisition must be financed from the distributable profits of Reuters. Subject to certain limited exceptions, the rights attaching to shares while held in treasury will be suspended. Treasury shares may only be subsequently disposed of by Reuters by way of cash sale, transfer for the purposes of or pursuant to an employees' share scheme or cancellation.

Pre-emptive rights, new issues of shares, sale of treasury shares and repurchase of shares

Holders of ordinary shares have no pre-emptive rights under the Articles. However, the ability of the directors to cause the company to issue shares, securities convertible into shares or rights to shares, or to sell treasury shares, otherwise than pursuant to an employee share scheme, is restricted.

Under the Companies Act, the directors are, with certain exceptions, unable to allot any equity securities without express authorisation, which may be contained in the Articles or given by its shareholders in general meeting, but which in either event cannot last for more than five years. The Companies Act imposes further restrictions on the issue of equity securities for cash or sale of treasury shares for cash other than by offering them first to existing shareholders unless the statutory requirement is displaced or modified by the shareholders in general meeting or under the company's Articles.

At Reuters AGM to be held on 27 April 2006, a resolution will be proposed to authorise the directors to allot relevant securities, as defined in the Companies Act, including any equity securities, up to an aggregate nominal amount of £114 million until the earlier to occur of the AGM in 2007 or 27 July 2007. A resolution will also be proposed to authorise equity securities as defined in the Companies Act to be issued within this limit by way of a rights offer, or otherwise pro rata to existing shareholders, but other issues of equity securities, except for shares issued pursuant to employee share schemes, will be limited to an aggregate of £17 million in nominal value.

Subject to applicable provisions of English law, the company may purchase its ordinary shares. Currently, it has general authority to repurchase up to 143,540,000 ordinary shares. At the Reuters AGM on 27 April 2006, a resolution will be proposed to increase this authority to 207 million ordinary shares at prices ranging from 25 pence and not more than the higher of 5% above the average market value of the ordinary shares for the five business days prior to the day the purchase is made or the price stipulated by Article 5(1) of the buyback and Stabilisation Regulation, namely the higher of the price of the last independent trade and the highest current independent bid on trading venues where the purchase is carried out.

Rights in a winding up

If Reuters Group PLC is wound up, the liquidator may, with the authority of an extraordinary resolution, divide among the holders of ordinary shares and the Founders Share, pro rata to their holdings, Reuters assets (after satisfaction of liabilities to creditors), provided, however, that the Founders Share Company may receive up to £1 and no more.

Variation of rights and alteration of share capital

If, at any time, the company's share capital is divided into different classes of shares, the rights attached to any class may be varied, subject to the provisions of the Companies Act, with the consent in writing of holders of three-quarters in value of the shares of that class or upon the adoption of an extraordinary resolution passed at a separate meeting of the holders of the shares of the class. At every such separate meeting, all of the provisions of the Articles relating to proceedings at a general meeting apply, except that the quorum is to be the number of persons (which must be two or more) who hold or represent by proxy not less than one-third in nominal value of the issued shares of the class.

The company can increase its share capital by ordinary resolution in conformity with the provisions of the Companies Act. However, new shares cannot have voting rights, which are not identical to those of ordinary shares without the prior written consent of the Founders Share Company. Furthermore, the company may issue shares with preferred and other special rights or restrictions, provided that the prior written consent of the Founders Share Company has been sought for issuing any shares with rights not identical to those of ordinary shares. The company can consolidate, divide and cancel any of its shares (other than the Founders Share) by extraordinary resolution and can reduce its share capital (other than the Founders Share).

AGMs and extraordinary general meetings (EGMs)

AGMs must be convened upon advance written notice of 21 days. An extraordinary general meeting must be convened upon advance written notice of 21 days for the passing of a special resolution and 14 days for any other resolution, depending on the nature of the business to be transacted. The notice must specify the nature of the business to be transacted if it is other than routine business or if an extraordinary or a special resolution is proposed. The notice may also specify a time, not more than 48 hours prior to the time fixed for the meeting, by which a person must be entered on the company's register in order to have the right to attend and vote at the meeting.

Limitations on voting and shareholding

There are no limitations imposed by English law or the company's Articles on the right of non-residents or foreign persons to hold or vote ordinary shares or ADSs, other than the limitations that would generally apply to all of Reuters shareholders.

07 Exchange control

Under English law and the Articles, persons who are neither residents nor nationals of the UK may freely hold, vote and transfer their ordinary shares in the same manner as UK residents or nationals.

There are currently no UK foreign exchange control restrictions on remittances of dividends to non-resident holders of ordinary shares or on the conduct of Reuters operations.

08 Exchange rates

The following table sets out, for the periods indicated, the average or the high and low Noon Buying Rates for pounds sterling in US dollars per £1.

Fiscal year ended 31 December	Average*	Month	High	Low
2001	1.44	August 2005	1.81	1.77
2002	1.51	September 2005	1.84	1.76
2003	1.64	October 2005	1.78	1.74
2004	1.84	November 2005	1.78	1.71
2005	1.83	December 2005	1.77	1.71
2006 (to 7 March)	1.75	January 2006	1.79	1.74
		February 2006	1.78	1.73

* The average exchange rates have been calculated using the Noon Buying Rates on the last trading day of each calendar month during the period.

On 7 March 2006 the Noon Buying Rate was $1.74 per £1.

Fluctuations in the exchange rate between the pound sterling and the US dollar will affect the US dollar amounts received by holders of the ADSs upon conversion by the depositary of cash dividends paid in pounds sterling on the ordinary shares and represented by the ADSs. Also, fluctuations in the exchange rate may affect the relative market prices of the ADSs in the US and the ordinary shares in the UK.

For the effect on the Group's results of operations of fluctuations in the exchange rates between the pound sterling and the other major currencies (including the US dollar) in which revenues are received and expenses are incurred us, see Operating and financial review on page 22.

09 Taxation information for US shareholders

The following discussion of taxation is intended only as a descriptive summary and does not purport to be a complete technical analysis or listing of all potential tax effects relevant to a decision to acquire the company's ordinary shares or ADSs. This is a summary of the material US federal income tax and UK tax consequences of the ownership of ordinary shares or ADSs by a US holder who holds the ordinary shares or ADSs as capital assets. The summary does not take into account the specific circumstances of any particular investors, some of which may be subject to special rules, such as dealers in securities, US holders who hold directly or indirectly 10% or more of the voting stock or US holders who elected to apply the provisions of the former income tax convention between the United States and the United Kingdom. In addition, the summary is based in part upon the representations of the Depositary and the assumption that each obligation in the Deposit Agreement and any related agreement will be performed in accordance with its terms. The summaries of US and UK tax laws are based on the Internal Revenue Code of 1986, as amended, its legislative history, existing and proposed regulations, published rulings and court decisions, current tax laws, current UK Inland Revenue published practice and the terms of the UK/US double tax treaty which came into effect on 31 March 2003 (the Treaty), as appropriate, all of which are subject to change at any time, possibly with retrospective effect.

For the purposes of this discussion, a 'US holder' is any beneficial owner of ordinary shares or ADSs that is (i) a citizen or resident for tax purposes of the US, (ii) a corporation organised under the laws of the US or any US State, (iii) an estate the income of which is subject to US federal income tax without regard to its source, or (iv) a trust if a court within the US is able to exercise primary supervision over the administration of the trust and one or more US persons have the authority to control all substantial decisions of the trust.

Taxation of dividends

UK taxation

Under current UK taxation legislation, no withholding tax will be deducted from dividends paid by the company. A shareholder that is a company resident for UK tax purposes in the UK will not generally be taxable on any dividend it receives from the company. A shareholder who is an individual resident for tax purposes in the UK is entitled to a tax credit on cash dividends paid by the company on ordinary shares or ADSs equal to one-ninth of the cash dividend or 10% of the dividend plus the tax credit. Such shareholders will be taxable on the total of the dividend and the related tax credit, which will be regarded as the top slice of the shareholder's income. The tax credit may be set off against a UK resident individual shareholder's total income tax liability, but no cash refund will be available. A US holder (as defined above) will not be entitled to any tax credit from the UK Inland Revenue in respect of a dividend from the company although there will be no further UK tax to pay in respect of that dividend.

US federal income taxation

The gross amount of any dividend paid by the company to a US holder will generally be subject to US federal income taxation. Such a dividend will not be eligible for the dividends-received deduction generally allowed to US corporations with respect to dividends from other US corporations. The amount of the dividend to be included in income will be the US dollar value of the pound sterling payments made, determined at the spot pound sterling/US dollar rate on the date of the dividend distribution, regardless of whether the payment is in fact converted into US dollars.

Qualified dividend income

An individual US holder's 'qualified dividend income' is subject to tax at a reduced rate of tax of 15% provided that the shares or ADSs are held for at least 61 days of the 121 day period beginning on the date which is 60 days before the ex-dividend date and the holder meets other holding period requirements. Dividends will not however qualify for the reduced rate if such corporation is treated for the tax year in which dividends are paid (or for the prior year), as a 'foreign investment company,' a 'foreign personal holding company,' or a 'passive foreign investment company' (a PFIC) for US federal income tax purposes. Recently enacted legislation repealed the foreign investment company and foreign personal holding company provisions for tax years of the corporation beginning after 31 December 2004. The Company does not believe that it would be treated as a foreign investment company or a foreign personal holding company for 2004. The Company does not believe it was a PFIC or were a PFIC for 2005. Accordingly, the Company considers that dividends paid with respect to the shares or ADSs will be 'qualified dividend income' and, subject to the US holder's satisfaction of the holding period requirements described above, should be eligible for the reduced 15% US federal income tax rate. The Company dividends generally will be foreign source passive income for US foreign tax credit purposes.

Taxation of capital gains

UK taxation

Upon a sale or other disposal by a holder of ordinary shares or ADSs, a gain or loss may be recognised for UK capital gains tax purposes equal broadly to the difference between the sterling value of the disposal proceeds and the holder's tax basis in the relevant ordinary shares or ADSs (and subject to the availability of any applicable exemptions). Under the Treaty, capital gains on disposals of ordinary shares or ADSs will generally be subject to tax only in the jurisdiction of residence of the relevant holder as determined for the purposes of the Treaty, unless the ordinary shares or ADSs are held as part of the business property of a permanent establishment of that holder in the UK in which case such capital gains may be subject to tax in both jurisdictions. The Treaty also contains an anti-avoidance rule which will be relevant to individuals who are residents of either the UK or the US and who have been resident of the other jurisdiction (the US or the UK, as the case may be) at any time during the six years immediately preceding the relevant disposal of shares or ADSs. The Treaty provides that, in such circumstances, capital gains arising from the disposal may be subject to tax not only in the jurisdiction of which the holder is resident at the time of the disposal, but also in that other jurisdiction.

US federal income taxation

Upon a sale or other disposal by a US holder of ordinary shares or ADSs, a gain or loss may be recognised for US federal income tax purposes equal broadly to the difference between the US dollar value of the disposal proceeds and the US holder's tax basis (determined in US dollars) in the relevant ordinary shares or ADSs. Generally, such gain or loss will be regarded as a capital gain or loss and, as a long-term capital gain or loss, if the US holder's holding period for such ordinary shares or ADSs exceeds one year. Long-term capital gains of a non-corporate US holder are generally subject to a maximum tax rate of 15%.

Any such gain or loss will generally be income or loss from sources within the US for foreign tax credit limitation purposes. The deductibility of a capital loss is subject to limitations. If the ADSs or ordinary shares are publicly traded, a

Back to Contents

disposal of such ADSs or ordinary shares will be considered to occur on the 'trade date,' regardless of the US holder's method of accounting. A US holder that uses the cash method of accounting calculates the US dollar value of the disposal proceeds as of the date that the sale settles. However, a US holder that uses the accrual method of accounting is required to calculate the value of the disposal proceeds as of the 'trade date' and, therefore, may realise a foreign currency gain or loss (unless such US holder has elected to use the settlement date to determine its disposal proceeds). In addition, a US holder that receives foreign currency upon the sale or exchange of the ADSs or ordinary shares and subsequently converts the foreign currency into US dollars, will have a foreign exchange gain or loss based on any appreciation or depreciation in the value of the foreign currency against the US dollar. Foreign exchange gain or loss will generally be US source ordinary income or loss. Deposits and withdrawals of ordinary shares by US holders in exchange for ADSs will not result in the realisation of a gain or loss for US federal income tax purposes.

Additional tax considerations

UK inheritance tax

An individual who is domiciled in the US for the purposes of the UK/US Estate and Gift Tax Convention (the Convention) and who is not a national of the UK for the purposes of the Convention, will not generally be subject to UK inheritance tax in respect of ordinary shares or ADSs on the individual's death, or on a transfer of ordinary shares or ADSs during the individual's lifetime provided that any applicable US federal gift or estate tax is paid. However, such an individual will be subject to UK inheritance tax if the ordinary shares or ADSs are part of the business property of a permanent establishment of the individual in the UK, or pertain to a fixed base in the UK of an individual who performs independent personal services. Special rules apply to ordinary shares or ADSs held in trust. In the exceptional case, where the disposition is subject both to UK inheritance tax and to US federal gift or estate tax, the Convention generally provides for any tax paid in the UK to be credited against tax liable to be paid in the US, or for tax paid in the US to be credited against the tax payable in the UK, based on priority rules set out in the Convention.

UK stamp duty and stamp duty reserve tax

No UK stamp duty or stamp duty reserve tax (SDRT) will be payable on the transfer of an ADS, or agreement to transfer an ADS, provided that the instrument of transfer, or written agreement, is executed and retained outside the UK and does not relate to any matter or thing done, or to be done, in the UK.

UK stamp duty will generally be payable on conveyances or transfers of ordinary shares, at the rate of 0.5% of the amount or value of the consideration, if any, for the transfer (rounded up to the next multiple of £5). SDRT will be imposed, at the rate of 0.5% of the amount or value of the consideration for the transfer if an agreement is made for the transfer of ordinary shares, unless an instrument of transfer of the ordinary shares in favour of the purchaser, or its nominee, is executed and duly stamped within six years of the day that the agreement is made (or, in a case where the agreement is conditional, the day that the condition is satisfied) in which case, any SDRT paid will be repaid (together with interest where the SDRT is not less than £25) on a claim for repayment or, to the extent not paid, the charge to SDRT will be cancelled. SDRT is in general payable by the purchaser of ordinary shares, but there are regulations which provide for collection from other persons in certain circumstances, including from CREST where the relevant ordinary shares are held in CREST. UK stamp duty or SDRT will generally be imposed on any instrument transferring ordinary shares to a person, or to a nominee or agent for such a person, whose business is or includes issuing depositary receipts (such as the ADSs) for relevant securities. In these circumstances, stamp duty or SDRT will be charged at the rate of approximately 1.5% of the amount or value of the consideration for the conveyance or transfer on sale or, otherwise, 1.5% of the value of the security transferred at the date the instrument is executed.

A transfer into CREST will not be subject to this charge. A transfer of ordinary shares from a depositary, or its agent or nominee, to a transferee, which results in the cancellation of the ADS, which cancellation is liable to stamp duty as a 'conveyance or transfer on sale' because it completes a sale of such ordinary shares, will be liable to ad valorem stamp duty, at the rate of 0.5% of the amount or value of the consideration, if any, for the transfer. A transfer of ordinary shares from a depositary, or its agent or nominee, to the ADS holder, which results in cancellation of the ADS but where there is no transfer of beneficial ownership, is not liable to duty as a 'conveyance or transfer on sale', but will be liable to a fixed stamp duty of £5.

US PFIC status

If a foreign company is a PFIC, based on either an income test or an asset test then certain distributions and gains can be allocated rateably over a US shareholder's holding period, with the effect that the amount allocated to the current taxable year and any taxable year before the company became a PFIC would be taxable as ordinary income in the current year and the amount allocated to other taxable years would be taxed at the highest rate in effect for that year on ordinary income. The tax is also subject to an interest charge to recover the deemed benefit from the deferred payment of the tax attributable to each such year. As referred to under the heading 'Taxation of capital gains –US federal income taxation', the company reasonably believes that it was not a PFIC in 2005 and does not anticipate becoming a PFIC. However, the tests for determining PFIC status are applied annually and it is difficult to make accurate predictions of future income and assets, which are relevant to this determination. Accordingly, we cannot assure US holders that the IRS would agree with our belief, nor can the company assure US holders that it will not become a PFIC. US holders are urged to consult their own tax advisors about the PFIC rules, including the consequences to them of making a mark-to-market election with respect to our ordinary shares and ADSs in the event that we qualify as a PFIC.

US information reporting and backup withholding

A US holder is generally subject to information reporting requirements with respect to dividends paid in the US on ordinary shares or ADSs and disposal proceeds realised from the sale, exchange, redemption or other disposal of ordinary shares or ADSs. In addition, a US holder is subject to backup withholding (currently at a rate of 28%) on dividends paid in the US on ordinary shares or ADSs and disposal proceeds realised from the sale, exchange, redemption or other disposal of ordinary shares or ADSs unless the US holder is a corporation, provides an IRS Form W-9 or otherwise establishes a basis for exemption. Backup withholding is not an additional tax. The amount of any backup withholding will be allowed as a credit against a US holder's US federal income tax liability and may be refunded, provided that certain information is furnished to the IRS.

10 Related party transaction and material contracts

Related party transactions – general

Reuters has entered into arrangements with its joint ventures and associates, and has in addition provided financial information services to, and purchased services from, many of the companies with which it shares a common director. Except as otherwise indicated, all of these transactions are in the normal course of business on commercial terms. Related party transactions during 2005, 2004 and 2003 were principally with Radianz, Factiva, TSI and Instinet Group, each as described below.

Only in the case of the transactions with Radianz, Factiva, 3XSQ Associates, TSI and Instinet Group were any of the amounts involved material to either party. Except as noted below, these services are ongoing and continued at historical levels to the date of this report. TSI ceased to be a related party in 2004, and Radianz and Instinet Group ceased to be related parties in 2005.

Radianz/BT

From 1 January through 29 April 2005, the date on which Radianz was sold to BT (see 'Network Services Agreement with, and Sale of Radianz to, BT' below) and in accordance with inter-company agreements including those described below, Radianz provided the Group with network services totalling £65 million (2004: £277 million, 2003: £304 million). During this same period in 2005, Reuters Group provided Radianz with certain technical, field engineering, IT systems, property and human resource services for a total cost of £15 million (2004: £66 million, 2003: £82 million).

Network Services Agreement To secure the long-term availability of the Radianz network for the Group, Reuters entered into a Network Services Agreement (the Radianz NSA) with Radianz in May 2000 in connection with the formation of Radianz. Reuters generally agreed to continue to use Radianz for its network services in support of global and strategic products during the term of the agreement. Detailed provisions in respect of rates and charges were agreed between Radianz and Reuters. Radianz agreed that it would provide the network services to Reuters on terms which were no less favourable than reasonably comparable services offered to any other customer of Radianz, and Reuters agreed to spend an agreed amount with Radianz annually. The Radianz NSA was terminated and superseded by the network services agreement with BT, described below.

Purchase of Equant Stake On 21 October 2004, Reuters entered into an agreement to purchase Equant's entire stake in Radianz for £60 million

($110 million) in cash together with the release of future funding obligations. The transaction completed on 16 November 2004. The purchase agreement included standard corporate representations and warranties by each of Equant and Reuters as to itself, and was otherwise generally on customary terms and conditions for a transaction of this nature.

Network Services Agreement with, and sale of Radianz to, BT Reuters entered into a contract with BT effective 29 April 2005 under which BT became supplier of network services to Reuters. Under this network services agreement, BT will provide and manage secure data networks for Reuters products and services world wide and Reuters is currently expected to spend in the region of $3 billion through 2013. The agreement sets out the responsibilities of the parties to achieve the migration of all existing connections to BT's new IP network and contemplates completion around May 2008. The agreement sets out a mechanism where liquidated damages will be payable on a sliding scale if a party fails to achieve its migration responsibilities. The agreement contains minimum spend commitments for each year following the third year of the agreement, based on a declining percentage of the charges in the previous year, and obliges BT to meet certain quality of service levels. Reuters is entitled to service credits and, in the event of a material breach of such quality of service levels, Reuters is entitled to terminate the agreement. In addition, the agreement gives BT the opportunity to tender for any future telecommunication services. Also on 29 April 2005, Reuters sold Radianz to BT for cash consideration of $175 million (£95 million) plus any cash remaining on the balance sheet, net of working capital adjustments, at the date of completion. The purchase agreement included standard warranties and indemnities from Reuters, and was otherwise generally on customary terms and conditions for a transaction of this nature. As a result of the sale of Radianz to BT, future funding obligations from Reuters to Radianz of $44 million were novated to BT.

Factiva

For information regarding transactions with Factiva, see note 34 on pages 95 to 96.

TSI

On 3 February 2004, Reuters reduced its stake in TSI from 48.4% to 8.8%, and has since further reduced it to less than 1%. During 2004, Reuters purchased £13 million of services from TSI (2003: £16 million).

Licences Reuters owns the underlying intellectual property and technology that was in existence at 31 December 1996 and that is incorporated into many of TSI's products. Reuters licenses this technology to TSI. TSI owns all technology and related intellectual property rights independently developed by TSI since 1 January 1997, including enhancements and improvements to the licensed technology, which TSI itself licenses to Reuters.

Through the third quarter of 2003, Reuters had a licence, distribution and maintenance agreement with TSI pursuant to which Reuters was required to pay TSI certain minimum distribution fees related to sales of TSI's products to financial services market customers. Under this agreement, Reuters obligations with respect to the minimum distribution fees were to expire at the end of 2003, and TSI was restricted until May 2004 from selling its products and providing consulting services directly to companies in the financial services market, except in limited circumstances, if Reuters continued to pay the minimum distribution fees until that date. In October 2003, Reuters entered into a revised commercial agreement with TSI. Pursuant to the revised agreement, TSI has the right to market and sell its products to customers in the financial services market, except that TSI will not be able to market or sell risk management applications or market data systems for financial services companies or to sell to financial services customers through four specified resellers until May 2008. Reuters will continue to have the right to use TSI technology internally and embedded within its products, and TSI will provide certain fee-based support services to Reuters. The agreement provided that Reuters and TSI would work together to migrate Reuters existing customers' maintenance contracts to TSI, and that Reuters rights to re-sell ended in October 2003, subject to completion of a limited number of then in progress opportunities. From October 2003 until March 2005, Reuters made quarterly payments of $5 million to TSI, subject to reduction based on TSI's direct revenues from products and support sold to financial services customers.

On 27 February 2005, Reuters and TSI entered into an amendment to the commercial agreement under which TSI granted Reuters new rights to resell a defined set of TSI software products solely in conjunction with the sale by Reuters of its market data delivery solutions in return for Reuters paying TSI licence fees in minimum annual amount of $11 million. The reseller rights had an initial term of one year which Reuters was entitled to elect to extend for two further one-year terms. Reuters did not extend the reseller rights, and so no longer has any minimum payment obligations to TSI. The amendment also extended the time during which Reuters has the right to use TSI technology internally and embedded within its products by one year, to 31 December 2012.

Repurchase by TSI At the same time as the licence agreement revision in October 2003, Reuters and TSI entered into an agreement pursuant to which TSI agreed to register sales by Reuters of its TSI shares under US securities laws, and to repurchase up to $115 million of its shares from Reuters upon Reuters completing a single public offering of at least $100 million of TSI shares. In February 2004, Reuters completed a registered public offering of 69 million TSI shares for $473 million (£261 million), and TSI repurchased an additional 17 million shares for $115 million, resulting in aggregate net proceeds to Reuters, after underwriting and transaction fees, of approximately $563 million (£310 million).

Instinet Group

Sale of BTC On 31 March 2005, Reuters entered into an agreement to sell BTC to Instinet Group for $22 million in Instinet Group stock, subject to adjustment for working capital and net capital. The transaction completed 31 March 2005, and Reuters received 3,751,527 shares of Instinet common stock, plus a subsequent 74,258 shares in respect of a post-closing purchase price adjustment, in each case valued based on the average daily closing prices over the ten trading days ending on the second trading day prior to the date of determination for the payment. Pursuant to the agreement, until 31 December 2005 BTC continued to have exclusive rights to allow its existing clients to pay for Reuters Station through 'soft dollar' credits generated by trading activity. In addition, Reuters agreed for a period of one year not to operate a US broker dealer which allows its customers to pay for Reuters Station on a soft dollar basis, and not to solicit BTC employees, in each case subject to certain exceptions. The agreement otherwise included representations and warranties, covenants and other terms customary for a transaction of this nature. Following the sale, Reuters continued to provide certain transitional services to BTC, including a lease arrangement for space currently occupied by BTC, various administrative, technology and other support services, and a royalty-free licence to the BTC trademark. Other than the licence, such arrangements include fees generally based on allocated or attributable costs.

Sale of Instinet Group to NASDAQ On 22 April 2005, Instinet Group and NASDAQ entered into a definitive agreement for NASDAQ to acquire Instinet Group for approximately $1.88 billion in cash. In connection with the transaction, Reuters entered into an agreement with NASDAQ agreeing to vote its 62% interest in Instinet Group in favour of the acquisition, subject to certain conditions and exceptions. The acquisition was completed on 8 December 2005, and Reuters received approximately $1.13 billion (including the dividend from the sale of LJR described below).

Sale of Instinet Institutional Brokerage to Silver Lake Partners At the same time as it agreed to acquire Instinet Group, NASDAQ agreed to subsequently sell Instinet, the institutional brokerage business, to Silver Lake Partners. As a condition to NASDAQ agreeing to acquire Instinet Group, Reuters agreed to consent to the assignment of certain of its agreements relating to the Instinet brokerage business and waive its termination rights under certain of its agreements relating to the Instinet business which resulted from the sale of Instinet Group, while certain other agreements were agreed to be terminated or extended. In addition, subject to certain conditions, Reuters agreed to provide certain transition services to the Instinet brokerage business. Reuters also agreed to indemnify the Instinet brokerage business against certain UK pension liabilities that may arise in connection with Instinet employees' participation in one of Reuters UK pension funds.

Sale of LJR to The Bank of New York At the same time as it entered into the agreement to be acquired by NASDAQ, Instinet Group also agreed to sell its LJR subsidiary to The Bank of New York. The sale was completed on 30 June 2005, and the net proceeds of the transaction were distributed as a dividend to Instinet Group's stockholders and deducted from the NASDAQ purchase price. As a condition to the transactions, Reuters agreed to assume indemnity obligations of Instinet Group in the sale agreement for certain pre-closing liabilities, breaches of representations and warranties, and certain taxes, effective only upon completion of the sale of Instinet Group and subject to certain limitations. Instinet Group agreed to obtain, and has obtained, an insurance policy in respect of certain of these liabilities, of which Reuters is a beneficiary.

Intercompany Agreements During the time that Reuters owned a majority stake in Instinet Group, Reuters and Instinet Group were party to numerous agreements and arrangements, including those described above and below, under which they provided each other with various products, services, licences and other transactions.

Reuters Order Routing Under agreements between Reuters and Instinet Group, Instinet Group customers gained the ability to submit orders to Instinet Group and to receive indications of interest from Instinet Group over the Reuters Order Routing network without charge to Instinet Group.

Newport℠ Under an agreement with Instinet Group, Reuters had the exclusive right to provide the real-time market data for Instinet Group's Newport℠ (patent pending) program trading application.

Market data Reuters had been entitled to redistribute certain proprietary equity securities data from Instinet Group under two data distribution agreements. Under a data distribution agreement entered into at the time of the Instinet initial public offering (IPO) in May 2001, Reuters had the limited right to be the exclusive data vendor distributing some of Instinet Group's proprietary equity securities data; however, this agreement terminated on 17 May 2004. Under a separate agreement originally entered into with Island ECN (which was acquired by Instinet Group in September 2002), Reuters has the right to redistribute a broader set of proprietary equity securities data from Instinet Group. This agreement continued in effect notwithstanding the termination of the exclusive arrangement described above and Reuters was not required to make payments in connection with any such redistribution.

Customer agreement Instinet Group received certain Reuters information services and related hardware, software and support on terms similar to those given to Reuters independent third-party customers, and had the right to redistribute certain Reuters information both internally and to its customers.

Preferred soft-dollar arrangement This agreement established a preferred commercial and soft-dollar arrangement for certain Instinet Group customers that purchase Reuters products and services. It provided that Reuters would compensate Instinet Group's sales personnel for new sales of Reuters products and services, and Instinet Group would pay Reuters an annual fee for various administrative and marketing services related to training of Instinet Group's personnel.

Commission sharing agreement Before the purchase of BTC by Instinet Group, Instinet Group had agreed to open accounts for some institutional clients that BTC introduced to Instinet Group, and to rebate BTC portions of the commissions these customers paid at a commercially reasonable rate.

Triad Reuters gave Instinet Group the ability to deliver indications of interest and advertised trades to its customers and potential customers through Reuters Triad network. Instinet Group paid standard commercial rates for indications of interest and advertised trades it delivered through Triad.

Data Center Hosting Agreement Reuters provided certain data centre hosting services to Instinet Global Services Limited at two sites in London: Docklands and Great Sutton Street.

3 Times Square Sublease Instinet Group is subject to an agreement with Reuters to sublease office space at 3 Times Square in New York City. In connection with the purchase of Instinet Group by NASDAQ, the sublease was assigned to Instinet, the institutional brokerage business sold by NASDAQ to Silver Lake Partners (with Instinet Group also remaining obligated under the sublease), and the space sublet was reduced from 360,392 rentable square feet to 284,537 rentable square feet. In addition, Instinet Group agreed to terminate the rights to utilize, and receive 50% of the revenues from, the building's signage. In connection with these and related changes to the sublease, Instinet Group paid Reuters $3.5 million. The remaining sublease term is until 2021, with a one-time right of termination in 2011 as to 68,264 rentable square feet of the space. Instinet Group is required to post a letter of credit for $49 million, based on its pro rata portion of the 3 Times Square space leased by Reuters, to secure its obligations under the sublease.

3XSQ Associates

For information regarding transactions with 3XSQ Associates, see note 34 on page 95 to 96.

Other material contracts

Savvis Network Services Agreement In connection with the Bridge acquisition in 2001, Reuters entered into a five-year network services agreement with Savvis, Bridge's network service provider, under which Savvis agreed to provide internet protocol network services, internet access and co-location services necessary to continue network services for the Bridge business and customers Reuters was acquiring. The agreement contained minimum spend commitments for each year and obliged Savvis to meet certain quality of service levels. The agreement was amended on a number of occasions to reflect the on going business relationship between the parties, culminating in a termination of the original agreement and the execution of new agreement between the parties on 19 May 2005. The new agreement, which has a three-year term, contains no minimum revenue commitments, but continues to oblige Savvis to meet newly defined quality of service levels which are designed to more accurately reflect the services which are and will be provided by Savvis. Reuters is entitled to service credits and, in the event of a material breach of such quality of service levels, Reuters is entitled to terminate the agreement.

In addition, on 3 June 2005, in connection with the acquisition of the Telerate business, Reuters acquired Telerate's agreement with Savvis for the provision of internet protocol network services, internet access and co-location services to support the acquired Telerate business. This agreement, which expires 1 October 2009 and is an exclusive arrangement for the Telerate business so long as Savvis remains in material compliance with its obligations, contains minimum annual spend commitments ending 1 November 2006, including a $20 million spend commitment by Reuters for the one-year period ending 1 November 2006. If Savvis does not meet certain quality of service levels, Reuters is entitled to service credits and, in the event of a material breach of such levels, to terminate the agreement.

Telerate Acquisition Agreement On 20 December 2004, Reuters entered into an agreement to acquire substantially all of the business of Telerate. The total purchase price for Telerate was $145 million (£79 million) in cash and Reuters 14% holding in Savvis. The cash purchase price comprised a $100 million initial purchase price, a $21 million working capital adjustment and a $24 million increase for pre-close actions by Telerate which reduced Reuters anticipated restructuring costs. At the signing of the agreement, Reuters provided an interim funding payment of $34 million (£18 million) in funding to Telerate, which, together with interest, was repaid on the closing date of 3 June 2005. In addition, at the closing Reuters received a payment of $22 million (£12 million) in satisfaction of all outstanding invoicing and payment disputes under a Transitional Services Agreement (TSA) between the parties under which each had provided the other certain software and/or services for a transitional period following their respective acquisitions of the inter-connected Bridge and Telerate businesses out of bankruptcy in late 2001. The payment consisted of $10 million (£5 million) paid by Telerate and $12 million (£7 million) released from an escrow which had been established for payments of disputed amounts by the parties during the term of the TSA.

The Telerate Acquisition Agreement was generally on customary terms including representations, warranties, covenants, conditions and indemnities by each of the parties. A portion of the purchase price, consisting of $30 million cash and $15 million worth of Savvis stock valued at the closing, was put into escrow for two years to serve, in general, as the sole source of funding for any post-closing claims by Reuters.

Financing arrangement For a discussion of other material contracts, see 'Treasury Policies' on pages 20 to 22.

11 Capital investments, expenditure and divestments

During the last three years Reuters has made a number of acquisitions and invested in new businesses. Reuters also completed its divestment of Radianz and Instinet Group during 2005. The principal acquisitions, investments and disposals (none of which exceeded £50 million, save where otherwise stated) were:

Acquisitions

2005

Telerate, a leading financial information provider in the fixed income sector, in June 2005 for £79 million in cash plus Reuters' investment in Savvis convertible preference shares (valued at £31 million).

Quick Telerate Corp, a distributor of Telerate's products in Japan, in June 2005.

Image Group Limited (trading as Action Images), a media company in the sports pictures market, in September 2005.

EcoWin AB, a data provider specialising in global and macroeconomic data, in November 2005.

Tremont Capital Management's TASS research hedge fund database and the Hedgeworld Group in March 2005.

In April 2005, Reuters announced that it would launch a new Indian TV News Channel, TIMES NOW, in association with the Times of India. It was agreed that Reuters would take a 26% interest in the new company, the Times Global Broadcasting Company Limited, subject to receiving regulatory approval during 2006.

In June 2005, Reuters and NASDAQ announced the formation of a new joint venture, Independent Research Network Inc. The new company will provide and distribute equity research to the analyst community. Reuters invested £1 million in the joint venture during 2005.

Total capital expenditure including transaction fees for acquisitions of subsidiaries and investments in joint ventures and associates was £145 million during 2005.

2004

Fitzrovia International plc, a leading investment fund research company, was acquired in October 2004 by Lipper Limited, a wholly owned subsidiary of Reuters.

Radianz, in which Reuters acquired the 49% voting interest it did not already own, was acquired from Equant in November 2004 for £60 million.

Total capital expenditure for acquisitions, investments in joint ventures and associates and other investments during 2004 was £80 million.

2003

Multex.com Inc., a leading provider of investment research, was acquired in March 2003 for £158 million.

Divestments

2005

Reuters disposed or closed a total of five units for consideration of £910 million, net of transaction fees. The principal disposals or closures were:

Instinet Group, in which Reuters had a stake of 62%, for £612 million in December 2005. Prior to the sale Instinet acquired Reuters 100% stake in BTC, a soft dollar execution broker, for approximately 3.8 million shares of Instinet Group stock, valued at £12m. Instinet also disposed of its wholly-owned subsidiary, LJR, in July 2005 for total consideration of £96 million and its 2% interest in Archipelago Holdings LLC in May 2005.

Radianz, in which Reuters had a 100% stake was sold to BT for total consideration of £115 million in April 2005.

TSI, in which Reuters reduced its stake from 8.8% to below 1% by 31 December 2005, for total consideration of £63 million.

Deutsche Gesellschaft für Ad-Hoc-Publizitat GmbH (DGAP), a media company in which Reuters held a 33% stake, was sold in November 2005.

2004

Reuters disposed of or closed a total of 12 units in 2004 for consideration totalling £474 million. The principal disposals or closures in 2004 were:

TSI, in which Reuters reduced its stake from 48.4% to 8.8% in February 2004 through completion of a public offering of 69 million TSI shares and sale of an additional 17 million shares back to TSI for aggregate net proceeds of approximately £310 million.

GL TRADE, a financial software company in which Reuters held a 34.2% shareholding, was divested in June 2004 for a consideration of £59 million.

ORT SAS, a wholly-owned credit rating subsidiary of Reuters, was sold in June 2004 for a total consideration of £29 million.

TowerGroup, a financial services research company in which Reuters held a 98% holding, was sold in February 2004.

Yankee, a wholly-owned telecommunications research company, was sold in May 2004.

Riskmetrics, a company specialising in portfolio credit risk evaluation, in which Reuters held a 24% stake, was divested in January and June 2004.

Reuters remaining Greenhouse Fund investment portfolio was sold in June 2004 to a company established by RVC, the independent fund management company created by former Reuters employees in 2001 to manage the Greenhouse Fund.

2003

Reuters disposed of or closed a total of 17 units in 2003 for consideration totalling £41 million. The principal disposals in 2003 were:

Synetix Solutions Limited, a joint venture focusing on data management solutions, sold in January 2003.

Wall Street on Demand, a wholly-owned subsidiary providing research, acquired as part of the acquisition of Bridge, sold in March 2003.

Informa SA, a provider of on-line credit and financial information, in which Reuters held a 40% shareholding, sold in September 2003.

Datamonitor plc, a research company specialising in industry analysis in which Reuters held a 20.5% ordinary shareholding, sold on a piecemeal basis between July 2003 and November 2003.

The Thai Apex services business, a domestic equities information service in Thailand, sold into a new joint venture formed by Reuters and Systex Corporation in December 2003.

Agence de Presse Médicale International SAS, a health information provider in France, a wholly-owned subsidiary, sold in December 2003.

12 Property, plant and equipment

The computer equipment that Reuters uses to create, manage and deliver its products to customers across the world forms the bulk of its tangible fixed assets. This equipment is distributed across global sites with greater concentration at the major global and regional technical centres. As Reuters extends its use of hosting services and browser delivery for its products, the quantity of equipment located at customer sites is being reduced.

The Group's principal facilities were relocated to a newly refurbished building located at The Reuters Building, South Colonnade in the Canary Wharf area of London during mid-2005. In September 2003, Reuters announced arrangements to consolidate its London-based operations to Canary Wharf during 2005. Under the agreement signed with the ownership of Canary Wharf, Reuters entered into a 281,000 sq. ft. office lease and transferred approximately 340,000 sq. ft. of redundant offices, including 85 Fleet Street, to Canary Wharf Group for cash consideration of approximately £30 million. Reuters other significant sites include:

- the US headquarters at 3 Times Square in New York City (692,000 rentable sq. ft.), of which 288,000 rentable sq. ft. are sub-let;
- the technical centres in London (324,000 sq. ft.), Hazelwood, Missouri (109,000 sq. ft.), Geneva (144,000 sq.ft.), which also includes the regional office for EMEA, Singapore (180,000 sq. ft.), which also includes the regional office for Asia, and Hauppauge, New York (50,000 sq. ft.); and

Back to Contents

- the four corporate office buildings located in St. Louis County, Missouri (aggregate of 211,000 sq. ft.).

Reuters owns the land on which its London and Hauppauge technical centres are situated, whereas its buildings in Geneva and Singapore were built on leased land. The leases, including periods covered by options to extend, expires in 2095 and 2050, respectively.

The Reuters Building at 3 Times Square is owned, and was developed, by 3XSQ Associates, which is owned by Reuters and Rudins Times Square Associates LLC. In May 2001, Reuters commenced its lease of 692,000 sq. ft. from the venture, of which 288,000 sq. ft. is subleased to Instinet Group, which in turn has subleased approximately 180,000 sq. ft. to third parties. The principal part of Reuters lease will expire in 2021. See '3XSQ Associates' sublease on page 96 for further information.

In 2003, the major technical centre building in Hazelwood, Missouri was acquired from Savvis for a total consideration of £24 million. Reuters subsequently entered into a sale and leaseback for the facility, receiving £23 million under a 20 year arrangement.

During 2004, Reuters extended its facilities in Bangkok to 100,000 sq. ft.

Reuters has two office buildings in Bangalore which are leased and provide a total of approximately 138, 000 sq. ft. The leases on these facilities, including periods covered by options to extend, expire in 2009. In January 2006 Reuters signed a lease for an additional facility in bangalore, providing 59,000 sq. ft. and an option to expand by a further 15,000 sq. ft., which expects to occupy in April 2006. The lease on this facility expires in 2011.

Reuters facilities in Bangkok which are leased provide a total of 120,500 sq. ft. The lease for this property, including the period covered by an option to extend, expires in 2010.

13 Legal proceedings

Except as described above in note 35 on page 97, neither the Group, nor any of its directors, members of senior management or affiliates, is subject to any legal or arbitration proceedings which may have, or have had in the recent past, significant effects on the Group's financial performance or profitability. A description of certain legal proceedings relating to Instinet Group was included in the 2004 annual report and Form 20-F but is not included in this annual report in light of Instinet Group's acquisition by NASDAQ in December 2005.

Cross-reference guide to Form 20-F

Back to Contents

Back to Contents

Glossary

Term used in annual report	US equivalent or brief description
Allotted	Issued
Associates	Affiliates accounted for under the equity method
Business segment	Industry segment
Called up share capital	Ordinary shares, issued and fully paid
Capital allowances	Tax term equivalent to US tax depreciation allowances
Combined Code	A set of corporate governance principles and detailed codes of practice
Destination (of revenue)	The geographical area from which goods or services are supplied
Finance income	Interest income
Freehold	Ownership with absolute rights in perpetuity
Origin (of revenue)	The geographical area from which goods or services are supplied to a third party or another geographical area
Profit	Income
Profit for the year attributable to the equity holders of the parent	Net income
Share capital	Ordinary shares, capital stock or common stock issued and fully paid
Shares in issue	Shares outstanding
Share premium	Additional paid-in capital or paid-in surplus (not distributable)
Trade payables	Accounts payable
Trade receivables	Accounts receivable

Back to Contents

Financial diary for 2006

Wednesday 26 April
First quarter trading statement issued

Thursday 27 April
Annual General Meeting
Time: 11:30 am
Venue: The Reuters Building,
South Colonnade, Canary Wharf,
London E14 5EP

Thursday 4 May
Final dividend for 2005 payable to ordinary shareholders on the register as at 17 March 2006

Thursday 11 May
Final dividend payable to ADS holders on the record as at 17 March 2006

Wednesday 26 July
Interim 2006 results announced

Wednesday 2 August
Ordinary shares go ex-dividend

Wednesday 2 August
ADSs go ex-dividend

Wednesday 30 August
Interim dividend for 2006 payable to ordinary shareholders on the register as at 4 August 2006

Wednesday 6 September
Interim dividend payable to ADS holders on the record as at 4 August 2006

Thursday 18 October
Third quarter trading statement issued

Where to find us

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For dividend queries, duplicate mailings and change of address

Ordinary shares
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(for callers within the UK)
Tel: +44 121 415 7047
(for callers outside the UK)
Fax: +44 (0)1903 833 482

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c/o Mellon Investor Services
480 Washington Boulevard
Jersey City
NJ 07310
USA
Tel: + 1 866 282 4011
Website: www.adr.db.com

Electronic copies
The Annual Report and Form 20-F and the Annual Review are available on the internet at www.about.reuters.com/ar2005

Listings
London Stock Exchange (RTR.L) and Nasdaq (RTRSY.O)

Options on ordinary shares are traded on Euronext Liffe. Futures contracts on ordinary share are traded on the Euronext Liffe Universal Stock Futures market. The American Stock Exchange in New York lists options on American Depositary Shares of Reuters. Options on American Depositary shares are traded on ArcaEx.

Corporate brokers
Citigroup and JPMorgan Cazenove Limited

Financial PR
Brunswick Group Limited

Picture on cover
9 November 2005. A protester waves an orange flag in Baku, Azerbaijan. Reuters photographer: David Mdzinarishvili.

This report is printed on paper made from 100% recycled fibres sourced only from post-consumer waste.

Notes

Back to Contents

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Printed by CTD Printers Limited

Back to Contents

Back to Contents

Item 19 Exhibits

Exhibit Index

1.1** Memorandum and Articles of Association of Reuters Group PLC

2.1 Deposit Agreement, dated 18 February 1998 among Reuters Group PLC, Deutsche Bank Trust Company Americas (in substitution for Morgan Guaranty Trust Company of New York), as depositary, and all holders from time to time of American Depositary Receipts issued thereunder (incorporated by reference to Exhibit 2.2 to the Annual Report on Form 20-F filed by Reuters Group PLC with respect to the fiscal year ended 31 December 1997), as supplemented by the Supplemental Agreement to Deposit Agreement, dated as of 16 December 2005 (incorporated by reference to Exhibit (a)(2) to the Registration Statement on Form F-6 filed by Reuters Group PLC on December 9, 2005)

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Back to Contents

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Back to Contents

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SIGNATURES

The registrant hereby certifies that it meets all of the requirements for filing on Form 20-F and that it has duly caused and authorized the undersigned to sign the annual report on its behalf.

REUTERS GROUP PLC
(Registrant)

Date: 17 March 2006

By: /s/ David Grigson
David Grigson,
Chief Financial Officer

Back to Contents

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Back to Contents

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Back to Contents

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Back to Contents

CONFORMED COPY

Dated 9 March 2005

REUTERS LIMITED

and

BRITISH TELECOMMUNICATIONS PLC

NETWORK SERVICES AGREEMENT

for the provision of telecommunications and related services

Back to Contents

Table of Contents

Back to Contents

* Text has been redacted for confidentiality

Back to Contents

Back to Contents

This Agreement is made on 9 day of March 2005 **between**:

(1) **REUTERS LIMITED**, a company incorporated in England (registered number 145516) whose registered office is at 85 Fleet Street, London EC4P 4AJ ("**Reuters**"); and

(2) **BRITISH TELECOMMUNICATIONS PLC**, a company incorporated in England (registered number 01800000) whose registered office is at 81 Newgate Street, London, EC1A 7AJ ("**BT**").

It is agreed:

Recitals:

(A) Reuters carries on the business of a provider of data, news and other services to the financial services sector and others throughout the world.

(B) The Radianz Group has provided telecommunications and other services to the Reuters Group under the Previous NSA and other arrangements between such parties. Pursuant to the Share Purchase Agreement, BT has acquired the entire share capital of Radianz.

(C) In providing Services to Reuters, Radianz does, and will continue to, depend on provision of services to it by Equant under the terms of the Equant PSA. The terms of the Equant PSA were recently revised.

(D) Radianz and Reuters have terminated the Previous NSA and BT has agreed to supply or procure the supply of the Existing Services to Reuters and other members of the Reuters Group with the help of Radianz and Equant (under the Equant PSA) until migration from the provision of the Existing Services to the provision of the New Services on the terms of this Agreement.

(E) BT has agreed to migrate the provision of the Existing Services from the existing network to an MPLS based network or other IP network(s), in accordance with the Migration Plan, and thereafter to provide the New Services, in each case on the terms of this Agreement.

(F) Pursuant to the terms of this Agreement, Reuters has agreed to provide to BT and other members of the BT Group certain Reuters Services for the period until the Migration Date to enable the BT Group to supply the Services to the Reuters Group and other services to third parties. BT has agreed to pay, or procure the payment, for the Reuters Services and Reuters has agreed to pay, or procure the payment, for the Services on the terms of this Agreement.

Part A. Definitions and Interpretation

1 Definitions

Capitalised terms shall have the meanings given to them in Schedule 1 (*Definitions*) and Clause 2 (*Interpretation*).

2 Interpretation

2.1 Contents Page and Headings

In this Agreement, the contents page and headings are included for convenience only and shall not affect the interpretation or construction of this Agreement.

2.2 Meaning of References

In this Agreement, unless the context otherwise requires:

2.2.1 any reference to a **Party** or the **Parties** is to a party or the parties (as the case may be) to this Agreement and shall include any permitted assignees of a party;

2.2.2 any reference to a **Clause** or a **Schedule** is to a clause of or a schedule to this Agreement, and a **Part** or a **paragraph** of a Schedule is to a part or a paragraph of that Schedule;

2.2.3 any reference to a **statute** or **statutory provision** includes any consolidation, re-enactment, modification or replacement of the same, any statute or statutory provision of which it is a consolidation, re-enactment, modification or replacement and any subordinate legislation in force under any of the same as at the Signing Date;

2.2.4 any reference to the **masculine**, **feminine** or **neuter** gender respectively includes the other genders and any reference to the singular includes the plural (and vice versa);

2.2.5 references to a **company** shall be construed so as to include any company, corporation or other body corporate wherever and however incorporated or established;

2.2.6 **holding company** and **subsidiary** shall have the meanings given to those expressions in s.736 Companies Act 1985 and **subsidiary undertaking** and **parent undertaking** shall have the meaning given to those expressions in s.258 Companies Act 1985;

2.2.7 a **person** includes any individual, firm, corporation, unincorporated association, government, state or agency of state, association, partnership or joint venture (whether or not having a separate legal personality);

2.2.8 any reference to a **person** includes a reference to that person's legal personal representatives and successors;

2.2.9 **sterling** or **£** or **pounds** means the lawful currency of the United Kingdom;

2.2.10 **Euro** or **€** means the lawful currency of the states in the European Union which are from time to time participating in Economic and Monetary Union;

2.2.11 **dollars** or **$** means the lawful currency of the United States;

2.2.12 any reference to a **time of the day** is to London time and references to a **day** are to a period of 24 hours running from midnight to midnight;

2.2.13 references to **BT** mean **British Telecommunications PLC** except where the reference is in the context of the supply of any of the Services under any Local Agreement, where the reference will be to the member of the BT Group which has entered into the Local Agreement;

2.2.14 references to **Reuters** mean **Reuters Limited** except where the reference is in the context of the procurement of any of the Services under any Local Agreement, where the reference will be to the member of the Reuters Group which has entered into the Local Agreement; and

2.2.15 references to a **month** mean a calendar month.

2.3 No Restrictive Interpretations

In this Agreement general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things.

3 Incorporation and Precedence

This Agreement consists of the documents stated in this Clause 3. If there is any conflict, apparent conflict or ambiguity in or between any of these documents, the documents will be applied in the following order in decreasing order of precedence:

(i) this Agreement and Schedule 1 (*Definitions*); and

(ii) the Schedules other than Schedule 1 (*Definitions*).

Part B. Scope

4 Conditions Precedent

The provisions of this Agreement shall not come into force until the completion of the Share Purchase Agreement has taken place in accordance with its terms.

5 Scope of Agreement

5.1 Supply and Receipt

This Agreement sets out the terms and conditions on which BT shall supply, or procure the supply of, the Services and on which Reuters shall receive, or procure the receipt of, the Services.

5.2 New Services

This Agreement also sets out the terms and conditions on which BT shall migrate, or procure the migration of, the provision of the relevant Existing Services from the existing network to an MPLS based or other IP network. Once each such Existing Service has been migrated successfully, it shall become a New Service.

5.3 Additional Services

This Agreement also sets out a mechanism for Reuters to order Additional Services through the Change Control Procedure. Once a service has been agreed pursuant to that procedure, it shall become an Additional Service and supplied under the terms of this Agreement.

Back to Contents

5.4 Assistance

Without prejudice to the other terms of this Agreement, throughout the term of this Agreement BT shall (and shall procure that each member of the BT Group shall) and Reuters shall (and shall procure that each member of the Reuters Group shall), when dealing with each other, act towards each other reasonably and in good faith and (to the extent reasonably commercially practicable) provide each other with such reasonable assistance as requested from time to time by the other Party to meet the objectives of this Agreement.

5.5 Equant PSA Pass Through

5.5.1 The Parties acknowledge and agree that Equant's performance pursuant to the Equant PSA during the Standard Period would be sufficient to enable BT to perform the Existing Services at the relevant Service Levels under this Agreement. Subject to Clause 5.5.3, for the period of 12 months after the Closing Date, where Equant's performance under the Equant PSA falls below that which it delivered during the Standard Period then, to the extent that such service degradation prevents BT from providing the Existing Services at the Service Levels, BT shall be relieved from its obligations to provide such elements of the Existing Services at the Service Levels.

5.5.2 BT shall:

(i) use all reasonable endeavours to mitigate the operational impact of a service degradation by Equant on its provision of the Existing Services; and

(ii) notify Reuters as soon as is reasonably practicable after it becomes aware of a service degradation by Equant which is likely to affect BT's ability to provide the Existing Services at the Service Levels.

5.5.3 The relief from BT's obligations to provide the Existing Services at the Service Levels as set out above in Clause 5.5.1 shall not apply:

(i) to the extent (a) that BT fails to comply with its obligations under Clause 5.5.2 and (b) that failure causes Reuters prejudice or loss; and

(ii) in respect of Equant's performance which is in breach of the Equant PSA (save to the extent that such breach also took place during the Standard Period).

Part C. The Services

6 Migration

Migration Plan

6.1 BT shall, from the Signing Date, work with Reuters in accordance with the Migration Plan and Schedule 4 (*Migration Milestones*) in order to achieve migration from the Existing Services to the New Services.

6.2 The Parties will work together in good faith to finalise the Migration Plan (which will include a schedule of tasks for each Party, dates for their completion, testing criteria and a plan for testing) within 90 days of the Signing Date.

6.3 The Parties will assess the Migration Plan and associated risks on a continual basis and agree amendments to the Migration Plan accordingly.

6.4 The Parties acknowledge and agree that the Migration Plan is a project management tool that has been and will be developed and agreed jointly between the Parties in accordance with Clauses 6.2 and 6.3. Notwithstanding the foregoing, any change in the Migration Plan that results in a change to the Migration Milestones or the Migration Dependencies (or any of them) shall be progressed through the Change Control Procedure.

6.5 [Deliberately left blank]

Migration Milestones and Dependencies

6.6 BT shall, or shall procure that the relevant member of the BT Group shall, successfully complete or achieve the Migration Milestones by the relevant date set out in Schedule 4 (*Migration Milestones*). The Parties acknowledge that the date of a Migration Milestone may be changed by the Parties only in the circumstances set out in Clauses 6.11, 6.12 and 6.14 or by agreement through the Change Control Procedure (including as set out in Clause 6.16).

6.7 In the event of a Migration Failure:

6.7.1 Reuters shall not be liable for any failure to provide, deliver or complete any Related Migration Dependencies to the extent that such failure was caused by the Migration Failure. The Parties agree that any Related Migration Dependency shall be adjusted (including, without limitation, by extending the due date for such Related Migration Dependency) to the extent that the Migration Failure prevents Reuters from providing, delivering or completing that Migration Dependency and the Parties will, acting reasonably and in good faith, discuss and agree that adjustment; and

6.7.2 subject to Clause 6.13, where the Migration Failure is continuing at the end of any relevant Buffer Period, Reuters reserves the right to charge BT the Migration LDs, and BT shall pay the Migration LDs when charged. The Parties agree that the Migration LDs represent a genuine pre-estimate of the Losses which Reuters will sustain as a result of a Migration Failure, actual damages in those circumstances being difficult to determine; accordingly, such payments are not a penalty.

6.8 To the extent that Reuters can demonstrate, to BT's reasonable satisfaction, that a BT Failure prevented Reuters from providing, delivering or completing a Migration Dependency, then, subject to

Clause 6.9, Reuters shall not be liable for its failure to provide, deliver or complete that Migration Dependency and the Parties agree that the Migration Dependency shall be adjusted (including without limitation by extending the due date for such Migration Dependency) to the extent that the BT Failure prevented Reuters from providing, delivering or completing that Migration Dependency and the Parties will, acting reasonably and in good faith, discuss and agree that adjustment.

6.9 In the event that Reuters fails to comply with its obligation pursuant to Clause 8.5.2, Clause 6.8 will not apply to the extent that BT could reasonably have avoided or mitigated the impact of the BT Failure if it had been informed of the BT Failure in accordance with Clause 8.5.2.

6.10 Reuters shall, or shall procure that the relevant member of the Reuters Group shall provide, deliver or successfully complete the Migration Dependencies as applicable by the relevant date set out in Schedule 9 (*Migration Dependencies*). The Parties acknowledge that the date of a Migration Dependency may be changed by the Parties only in the circumstances set out in Clause 6.7 or by agreement between the Parties through the Change Control Procedure (including as set out in Clause 6.12).

6.11 Where any Migration Dependency is not provided, delivered or completed by the date set out in Schedule 9 (*Migration Dependencies), then:*

6.11.1 BT shall not be liable for any Migration Failure in respect of any Related Migration Milestone to the extent that such failure was caused by Reuters' failure to provide, deliver or complete the Migration Dependency. The Parties agree that a Migration Milestone shall be adjusted (including, without limitation, by extending the due date for such Migration Milestone) to the extent that the failure to provide, deliver or complete the Migration Dependency prevents BT from providing, delivering or completing that Migration Milestone and the Parties will, acting reasonably and in good faith, discuss and agree that adjustment; and

6.11.2 subject to Clause 6.13, where the failure to provide, deliver or complete the Migration Dependency is continuing at the end of any relevant Buffer Period BT reserves the right to charge the relevant Migration Surcharge, and Reuters shall pay that Migration Surcharge when charged. The Parties agree that the Migration Surcharge represents a genuine pre-estimate of the Losses which BT will sustain as a result of a failure by Reuters to provide, deliver or complete a Migration Dependency, actual damages in those circumstances being difficult to determine; accordingly, such payments are not a penalty.

6.12 To the extent that BT can demonstrate, to Reuters' reasonable satisfaction, that a Reuters Failure prevented BT from providing, delivering or completing a Migration Milestone, then, subject to Clause 6.13, BT shall not be liable for any Migration Failure in respect of that Migration Milestone and the Parties agree that the Migration Milestone shall be adjusted (including without limitation by extending the due date for such Migration Milestone) to the extent that the Reuters Failure prevented BT from providing, delivering or completing that Migration Milestone and the Parties will, acting reasonably and in good faith, discuss and agree that adjustment.

6.13 In the event that BT fails to comply with its obligations pursuant to Clauses 7.3.3 or 7.4.2, Clause 6.12 will not apply:

6.13.1 in the case of a failure to comply with Clause 7.3.3, to the extent that BT could reasonably have avoided or mitigated the impact of the Reuters Failure if it had complied with its obligations pursuant to Clause 7.3.3; and

6.13.2 in the case of a failure to comply with Clause 7.4.2, to the extent that Reuters could reasonably have avoided or mitigated the impact of the Reuters Failure if it had been informed of the Reuters Failure in accordance with Clause 7.4.2.

6.14 Each Party will provide appropriate senior management representation at monthly programme review sessions to review the progress of the Migration Plan and progress against Migration Milestones and Migration Dependencies. The Parties shall at each regular review meeting held pursuant to Clause 14 (or at such time as may be reasonably requested by either Party):

6.14.1 discuss in good faith ways to ensure that migration is conducted in a cost efficient manner for both Parties;

6.14.2 identify any actual or potential delays in the migration process; and

6.14.3 discuss in good faith ways to avoid or mitigate the effect of any actual or potential delays in the migration process (including implementing the Migration Milestone or Migration Dependency in an alternative way) and otherwise to ensure ongoing compliance (so far as possible) with the Migration Plan and achievement of the Migration Milestones and the Migration Dependencies, including (where the Parties agree through the Change Control Procedure) any necessary adjustment to the Migration Milestones and/or the Migration Dependencies,

and shall implement any plans or actions agreed at any such meeting.

6.15 The Parties further acknowledge and agree that if there are steps or activities that are not contained in the Migration Plan or in this Agreement (including its Schedules), in each case at the Signing Date, that it is necessary or desirable that the Parties (or one of them) should provide, deliver or complete in order to enable migration in accordance with the Migration Plan and achieve the Migration Milestones or the Migration Dependencies then the relevant Party shall undertake such additional activities and the costs of provision, delivery or completion of those requirements and additional activities shall be borne:

6.15.1 by BT, if it is a requirement that BT was aware of at the Signing Date;

6.15.2 by Reuters, if it is a requirement that does not fall within Clause 6.15.1 but either Reuters was aware of, or would, if acting in accordance with Good Professional Practice, be aware of at the Signing Date; or

6.15.3 if not falling within Clauses 6.15.1 or 6.15.2, as agreed between the Parties in good faith discussions, each Party acting reasonably.

6.16 The Parties agree that the Migration Milestones and/or the Migration Dependencies may need to be adjusted as a consequence of the additional requirements identified under Clause 6.15. The Parties will, acting reasonably and in good faith, discuss the impact of such additional requirements with a view to agreeing any necessary adjustment to the Migration Milestones and/or the Migration Dependencies through the Change Control Procedure.

6.17 If any prospective changes to a Migration Milestone are being discussed pursuant to Clauses 6.11, 6.12, 6.14 or 6.16, Reuters agrees that it will not enforce its rights to charge the Migration LDs under Clause 6.7 in relation to that Migration Milestone in each case until agreement has been reached between the Parties pursuant to Clause 6.11, 6.12, 6.14 or 6.16, as the case may be.

6.18 If any prospective changes to a Migration Dependency are being discussed pursuant to Clauses 6.7, 6.8, 6.14 or 6.16, BT agrees that it will not enforce its rights to charge the Migration Surcharge under Clause 6.9 in relation to that Migration Dependency, in each case until agreement has been reached between the Parties pursuant to Clause 6.7, 6.8, 6.14 or 6.16, as the case may be.

6.19 During a Buffer Period the Parties shall meet to discuss in good faith ways to remedy and mitigate the effect of the Migration Failure or the failure to provide, deliver or complete the Migration Dependency (as the case may be).

6.20 From the date of each Service Acceptance Notice in respect of a Connection, the Service Levels for that Connection shall be the New Service Levels. On receipt from Reuters of the final Service Acceptance Notice for the final Facility to be migrated, BT will issue a Final Migration Notice. From the date of that Final Migration Notice, BT shall cease to provide any further Existing Services under this Agreement and shall provide all New Services under and in accordance with this Agreement.

6.21 Without prejudice to either Party’s rights under this Agreement, in the event that the Migration Date has not been reached on or before the date four years from the Closing Date (or such later date as may be agreed between the Parties), the Parties shall discuss in good faith any consequences of the same in accordance with the Dispute Resolution Procedure.

6.22 Each Party shall use all reasonable endeavours to procure the migration of the Reuters' MRX ring to the New Services on or before 30 June 2006.

7 BT's Obligations

7.1 Provision of Services

From the relevant Service Commencement Date, BT shall provide, or procure the provision of, each of the Services to Reuters and the other members of the Reuters Group at the Facilities in accordance with:

7.1.1 the Service Levels;

7.1.2 subject to Clause 21, Applicable Legislation; and

7.1.3 Good Professional Practice.

Where the Service Levels are not met the provisions of Clause 28 (*Service Credits*) shall apply.

7.2 Compliance with Policies

BT confirms that it has received a copy of the Code and agrees to use all reasonable endeavours to comply with all applicable requirements in, and to procure that its Personnel shall use all reasonable endeavours to comply with all requirements in, the Code (as amended from time to time) provided that:

7.2.1 BT shall only be obliged to comply and procure compliance with any amendments to the Code from the expiry of a reasonable period of time following its receipt of such amendments; and

7.2.2 if compliance with any amendments to the Code will result in an adverse impact on the provision of the Services or in members of the BT Group incurring additional costs, this shall be discussed between the Parties and the amendments to the Code, and any Changes required to comply with the amended Code, shall not apply unless agreed through the Change Control Procedure.

In any event:

7.2.3 BT (and its Personnel) shall not be required to comply with the Code to the extent that to do so would require BT (or any member of the BT Group or any Subcontractors) to breach any Applicable Legislation;

7.2.4 BT's obligations in this Clause 7.2 to comply with, and procure its Personnel's compliance with, the Code shall be absolute (and not qualified by reasonable endeavours) to the extent that compliance with the Code is required by Applicable Legislation; and

7.2.5 BT (and its Personnel) shall be entitled to comply with BT's own standards and procedures instead of a part of the Code if and to the extent that Reuters agrees that BT's own standards and procedures provide protection which is not materially less than that part of the Code (such agreement not to be unreasonably withheld or delayed).

7.3 Relief from Certain Obligations

7.3.1 Subject to Clause 7.3.2, BT will be discharged from its obligation to supply a Service or carry out any other obligation under this Agreement (except the obligation to achieve the Migration Milestones, but without prejudice to Clause 6.12) to the extent that a Reuters Failure prevents BT from supplying such Service or carrying out such obligation.

7.3.2 In the event that BT fails to comply with its obligations pursuant to Clauses 7.3.3 or 7.4.2, Clause 7.3.1 will not apply;

(i) in the case of a failure to comply with Clause 7.3.3, to the extent that BT could reasonably have avoided or mitigated the impact of the Reuters Failure if it had complied with its obligations pursuant to Clause 7.3.3; and

(ii) in the case of a failure to comply with Clause 7.4.2, to the extent that Reuters could reasonably have avoided or mitigated the impact of the Reuters Failure if it had been informed of the Reuters Failure in accordance with Clause 7.4.2.

7.3.3 Where BT is prevented from supplying a Service or carrying out any other obligation under this Agreement (including, for the avoidance of doubt, the provision, delivery or completion of a Migration Milestone) by reason of a Reuters Failure, BT shall inform Reuters as soon as reasonably practicable, describing the relevant matter or matters in reasonable detail, and BT shall:

(i) supply all other Services and fulfil all other obligations in accordance with this Agreement;

(ii) use Good Professional Practice to perform the affected Service or other obligation (as the case may be) to the extent reasonably possible, and all direct and reasonable costs incurred by BT in doing so, to the extent those costs are not already included in the Service Charges, shall be included in the next invoice sent to Reuters and paid by Reuters as if part of the Service Charges; where (a) such additional costs are likely to be material; and (b) it is reasonably possible to consult with Reuters regarding such costs prior to incurring them and still fulfil its obligations under this Clause, BT shall consult with Reuters regarding such costs. Where BT does so consult, BT shall be under no obligation to perform the affected Service or other obligation (as the case may be) under this Clause 7.3.3(ii) until Reuters has approved BT's course of action, and the costs to be incurred; and

(iii) resume or commence supply of the affected Service or other obligations (as the case may be) in accordance with this Agreement as soon as reasonably practicable once the relevant Reuters obligation has been fulfilled.

7.4 Notification

Without prejudice to anything contained in Clause 7.3.3 or otherwise, BT undertakes to, and shall procure that the relevant members of the BT Group shall, without undue delay, inform Reuters in an appropriate manner of any:

7.4.1 delays or perceived delays or problems in the delivery of any Service of which it becomes aware; and

7.4.2 act or omission by any member of the Reuters Group of which it becomes aware, which is having or is likely to have a detrimental effect on the provision of the Services or the performance by BT of any of its obligations set out in this Agreement (including, for the avoidance of doubt, the provision, delivery or completion of a Migration Milestone).

8 Reuters' Obligations and Reuters Services

8.1 Reuters shall provide or procure the provision of the Reuters Services to BT, the BT Group and/or the Subcontractors in accordance with Good Professional Practice and on the terms set out in Schedule 3 (*Reuters Services*).

8.2 Reuters shall, on request from BT, provide Reuters Information that is reasonably requested of it and that is necessary to provide the Services where such Reuters Information is not reasonably available from any other person, as soon as reasonably practicable after the date of such request. The Information provided by Reuters pursuant to this Clause will be provided in accordance with Good Professional Practice.

8.3 Subject to Clause 8.4, Reuters will be discharged from its obligation to supply a Reuters Service or carry out any other obligations under this Agreement (except the obligation to achieve the Migration Dependencies, but without prejudice to Clause 6.8) to the extent that a BT Failure prevents Reuters from supplying such Reuters Service or carrying out such obligation.

8.4 In the event that Reuters fails to comply with its obligation to comply with Clause 8.5.2, Clause 8.3 will not apply to the extent that BT could have avoided or mitigated the impact of the BT Failure if it had been informed of the BT Failure in accordance with Clause 8.5.2.

8.5 Reuters undertakes to, and shall procure that the relevant members of the Reuters Group shall, without undue delay inform BT in an appropriate manner of any:

8.5.1 delays or perceived delays or problems in the delivery of any Reuters Service of which it becomes aware; and

8.5.2 act or omission by any member of the BT Group of which it becomes aware which is having or is likely to have a detrimental effect on the provision of the Reuters Services or the performance by Reuters of any of its obligations set out in this Agreement (including, for the avoidance of doubt, the provision, delivery or completion of a Migration Dependency).

8.6 In the event that Reuters elects to use BT's IP networks to deliver a product to its customers, Reuters shall test and certify that product over the test IP network provided by BT.

8.7 Reuters agrees to promote the benefits of meshing (both between Reuters Products and Reuters Products and third party customer products) to both its Personnel and its customers, including taking the following steps: Reuters agrees to maintain policies within the Reuters Group that support the principles of meshing to both its Personnel and its customers (including, but not limited to, promoting and supporting publicly in the relevant markets, and to Reuters existing and potential customers). In the event that BT or Reuters finds members of the Reuters Group not supporting this principle, Reuters shall take all reasonable steps to prevent (as soon as practicably possible) such Personnel continuing such activities provided that it is not against Reuters' business interests. For the avoidance of doubt, it is Reuters' intention that for New Services BT shall control the relevant physical access circuits.

*

8.8.1 Reuters acknowledges and agrees that it is not its intention to limit the BT Group's revenues under this Agreement to the MRG.

*

8.8.4 In the event that Reuters becomes aware of a third party supplier relationship that it has which conflicts with the provisions of this Clause 8.8 it shall take steps as are necessary to remove such conflict prior to the Closing Date.

* Text has been redacted for confidentiality

Back to Contents

8.9 Right to Bid for Material ICT Services

Reuters shall, acting in good faith, provide BT with the opportunity to tender for any future material information and communications technology ("**ICT**") services required by Reuters as part of the tendering process for those services. For the avoidance of doubt, nothing in this Clause 8.9 shall oblige Reuters to procure ICT services from BT.

8.10 Third Party Tail Circuit Providers

To the extent the parties identify (whether separately or jointly) any local tail circuit provider in a given region who is of better value (taking into account price and service quality), the Parties shall (at the request of either Party) discuss in good faith the opportunity to move to that local tail circuit provider in that region. If the Parties agree (acting reasonably) to move to that local tail circuit provider in that region, BT shall seek to make that move as soon as reasonably practicable (subject always to any remaining portion of any initial term on relevant existing tail circuit contracts).

8.11 Use of Third Party Regional Managed Network Suppliers

BT and Reuters will proactively assess market price movements and attempt to find acceptable solutions without the cost of re-tendering and the upheaval of customer migration. Where a regional or sub-regional alternative managed service provider is cheaper than BT (for services and service levels the same in all material respects as the relevant Services and Service Levels) to the point that Reuters wishes to migrate the Service in that geography, BT and Reuters may agree (acting reasonably) to sub-contract that portion of the global network to that competitor whilst BT retains end to end service responsibility. The Parties will discuss and agree in good faith an orderly migration from the existing Subcontractor (or BT Group member where there is no Subcontractor) to the replacement Subcontractor.

9 Access

9.1 Allow Access

Subject to Clause 9.2 (*Extent of Access*), Reuters shall, and shall procure that other members of the Reuters Group shall, allow BT, other members of the BT Group and their respective Subcontractors reasonable access to:

9.1.1 the Facilities where Equipment or Communications Assets are, or are to be, located in each case as are reasonably necessary for work related to the installation, inspection, maintenance and de-installation of the Equipment or Communications Assets or as otherwise required in order to provide the Services; and

9.1.2 Reuters Personnel as is reasonably necessary for work related to the installation, inspection, maintenance and de-installation of the Equipment or Communications Assets,

and BT shall procure that all BT Personnel exercise due care to minimise disruption when on a Facility (taking into account BT's obligation to provide the Services to the standard of Good Professional Practice).

9.2 Extent of Access

9.2.1 For all access under Clause 9.1 (*Allow Access*), BT shall, or shall procure that the relevant member of the BT Group shall, provide notice that is reasonable in the circumstances (which may be immediate) to Reuters when requiring access to any Facility save that no notice shall be required in respect of a Site where the BT Personnel already have valid access rights for that purpose to the relevant part of the Site (including valid access rights granted prior to the Signing Date). The provision of at least five (5) Business Days shall always be deemed reasonable notice for the purposes of this Clause 9.2.1.

9.2.2 Requests for access should be made to the nominated point of contact at the relevant Facility (as indicated to BT in a Valid Order) or other relevant contact.

9.2.3 Reuters reserves the right under this Agreement to refuse to admit any BT Personnel to the Facilities whose admission would be, in the reasonable opinion of Reuters, detrimental to the business of Reuters or a member of the Reuters' Group or a customer of either of them.

9.3 Access in Compliance with Safety Procedures

9.3.1 BT will, and will procure that its Personnel will, exercise its rights of access to the Facilities in compliance with:

(i) all procedures and instructions which relate to the relevant Facility (including all relevant safety, security, confidentiality and operational procedures notified by Reuters to BT or its Personnel (including by way of on site instruction or reasonably prominent notice)) in each case, in respect of the Sites, to the extent that substantially equivalent procedures and instructions apply to the majority of any of Reuters' other contractors or visitors at the relevant Facility; and

(ii) all relevant health and safety requirements imposed by Applicable Legislation.

9.3.2 Save where required by Applicable Legislation and subject to the limitations of liability set out in this Agreement (where permissible under the relevant Applicable Legislation), Reuters shall not be responsible or liable for the safe custody of any personal equipment or personal property of any of the BT Personnel exercising access rights pursuant to Clause 9.1 (*Allow Access*) or otherwise at the Facilities.

9.3.3 Subject to the limitations of liability set out in this Agreement, Reuters shall only be liable for the safety of BT Personnel exercising access rights pursuant to Clause 9.1 (*Allow Access*) or otherwise at the Facilities, to the extent such liability is imposed by Applicable Legislation.

9.4 Equipment Installed, and Deliveries at, the Facilities

9.4.1 Permissions and Consents

(i) BT and the members of the BT Group shall be allowed to install Equipment at the Facilities. The location of Equipment at the Facilities shall be discussed in advance with Reuters, and BT shall take into account all reasonable concerns raised by Reuters, a member of the Reuters Group and/or its customers in relation to the location of Equipment, to the extent the same do not impact Service Levels.

(ii) Throughout the term of this Agreement, Reuters will, at its own expense and prior to any installation work in respect of Equipment, obtain all necessary landlord, planning, environmental and other property related consents for the installation and use of the Equipment, including consents for any necessary alterations to buildings at the Facilities. In order that Reuters may obtain the consents described above, BT shall provide Reuters with reasonable prior notice of its intention to install the Equipment at the relevant Facility and, upon the reasonable request of Reuters, further provide (at its own cost) assistance to Reuters in seeking and obtaining such consents.

9.4.2 Deliveries and Maintenance

(i) BT, other members of the BT Group and the Subcontractors shall be responsible at their own risk and expense for the delivery to, unloading and installation at and de-installation and removal from the Facilities of all the Equipment and any tools and equipment brought in to the Facilities by BT Personnel for the purposes of installation, de-installation, repair or maintenance ("**BT Tools**").

(ii) BT, other members of the BT Group and the Subcontractors shall be liable for the care, safety, storage and removal of all BT Tools and shall leave the Facilities in a clean, tidy and safe condition at the end of each visit.

9.4.3 Installed Equipment

With respect to the Equipment installed at the Facilities and the Communications Assets, Reuters shall, and shall procure that other members of the Reuters Group shall:

(i) not sell, assign, sub-let or part with possession or control of the Equipment or Communications Assets or any interest therein;

(ii) not create any Encumbrances over the Equipment or Communications Assets;

(iii) not relocate the Equipment or Communications Assets from their original Facilities without BT's prior written consent (not to be unreasonably withheld or delayed) and BT shall not be deemed to be in breach of its obligations under this Agreement including its obligation to comply with Service Levels to the extent that such a breach is directly caused by a relocation of the Equipment and/or Communications Assets where Reuters failed to comply with its obligations under this Clause 9.4.3(iii);

(iv) not disconnect the Equipment or Communications Assets from the relevant telecommunication network to which it is connected;

(v) not change, remove or obscure any labels, plates, insignia, lettering or other markings that BT or the manufacturer has placed on the Equipment or Communications Assets;

(vi) ensure that the same environmental conditions (including those relating to waterproofing, the absence of dust, security and air conditioning) as existed at the time the Equipment or Communications Assets were installed are maintained and that the exterior surfaces of the Equipment or Communications Assets are kept clean and (reasonable wear and tear excepted) in good condition;

(vii) provide suitable electrical power supply and earthing arrangements for the Equipment and Communications Assets to the appropriate local standard;

(viii) other than wear and tear which arises in the ordinary course, take reasonable steps to prevent damage to the Equipment and Communications Assets;

(ix) not make any modifications to the Equipment or Communications Assets except as expressly required by BT;

(x) take reasonable steps to prevent access to the Equipment and Communications Assets by unauthorised personnel;

(xi) take reasonable steps to prevent Reuters Personnel from interfering or tampering with the Equipment or Communications Assets;

(xii) prevent the operation of any equipment in close proximity to the Equipment or Communications Assets which Reuters knows (or would, if acting in accordance with Good Professional Practice, know) causes interference or disruption to such Equipment or Communications Assets or to the Services; and

(xiii) upon the termination or expiration of this Agreement, surrender possession of the Equipment to BT, other members of the BT Group or their Subcontractors, pursuant to Schedule 15 (*Exit Provisions*).

9.4.4 Where Equipment that has been installed at a Facility in accordance with Good Professional Practice is subsequently lost, damaged or destroyed (except, in each case, through fair wear and tear) and BT Personnel replace or repair such Equipment to ensure the continued provision of the Services in accordance with this Agreement then Reuters shall pay the costs and expenses reasonably and properly incurred by BT with respect to its replacement or repair save to the extent such loss or damage is caused by or results from an act of BT Personnel. Where Equipment installed at BT premises is lost, damaged or destroyed and BT Personnel replace or repair such Equipment to ensure the continued provision of the Services in accordance with this Agreement then BT shall pay the costs and expenses reasonably and properly incurred by BT with respect to its replacement or repair save to the extent such loss or damage is caused by or results from an act of Reuters Personnel or Reuters customers, where Reuters shall bear such costs and expenses.

9.4.5 Save as provided in Clause 9.4.4, BT shall be responsible for all loss and damage (including fair wear and tear) to the Equipment at the Facilities, and shall replace and repair the Equipment (at its own cost) so as to ensure the continued provision of the Services in accordance with this Agreement.

9.5 Communications Assets

9.5.1 From the Signing Date until the Migration Date, Reuters shall, and shall procure that each other member of the Reuters Group shall, permit BT to use any Communications Assets required by BT for the provision of the Services and services to third parties. Reuters shall make available to BT such spares relating to the Communications Assets as it has at the Signing Date.

9.5.2 Without prejudice to BT's obligation to provide the Services, if any Communications Asset reaches the end of its anticipated or supportable lifespan or breaks down at any time during the term of this Agreement BT may, or may procure that a member of the BT Group, repair or replace such Communications Asset, and any such repair or replacement shall be entirely at BT's own cost (except to the extent that such repair or replacement is required as a result of conduct of Reuters Personnel or customers of members of the Reuters Group). For the avoidance of doubt, Reuters shall not be under any obligation to repair or replace any Communications Assets in any circumstances.

9.5.3 Reuters agrees to:

(i) assign or procure the assignment of any Communications Asset which is owned by a member of the Reuters Group and that it (or the relevant member of the Reuters Group) is freely able to assign; and

(ii) use all reasonable endeavours to assign or procure the assignment of all Communications Assets other than those referred to in Clause 9.5.3(i),

in each case which are repaired or replaced in accordance with Clause 9.5.2 to BT and each such Communications Asset (to the extent it has been so assigned) shall from the date of repair or replacement be owned by BT or other relevant member of the BT Group (as relevant) and fall to be considered as Equipment.

9.6 Reuters Access

The Parties agree that Clauses 9.1 to 9.4 (inclusive) shall apply in respect of any DVB PoP infrastructure to be installed by or on behalf of Reuters at any of the premises listed in Schedule 2 Part 1B, Appendix 1 as if references to:

(i) BT, a member of the BT Group or a Subcontractor were references to Reuters or a member of the Reuters Group;

(ii) Reuters or a member of the Reuters Group were references to BT, a member of the BT Group or a Subcontractor;

(iii) Equipment were references to DVB PoP infrastructure (which shall include, for the avoidance of doubt, RSS infrastructure); and

(iv) Facilities or Sites were references to premises of BT, any member of the BT Group or a Subcontractor.

10 Additional Services and Amendments to Services: Change Control

Either Party may at any time during the term of this Agreement request a Change. Any requested Change will only be made and implemented in accordance with the Change Control Procedure.

11 Disaster Recovery

11.1 From the Closing Date BT will (as necessary) prepare and maintain in place such disaster recovery and business continuity plans:

11.1.1 in respect of the Existing Services, as were provided by the Radianz Group to Reuters Group during the Standard Period;

11.1.2 in respect of the New Services, as set out in Schedule 2 Part 1E; and

11.1.3 in respect of Additional Services (other than the Nash Services to which the provisions of Schedule 2 Part 1E shall apply), as agreed between the Parties pursuant to the Change Control Procedure and, in the absence of such agreement, as set out in Schedule 2 Part 1E.

11.2 Except where provided otherwise in this Agreement (including, but not limited to, any Force Majeure Event), nothing in Clause 11.1 shall remove BT's obligation to provide the Services at the Service Levels.

11.3 Prior to the invocation of any disaster recovery plan BT shall, where it is reasonably able in the circumstances, give advance notice of that fact to Reuters. Where BT is unable in the circumstances to give advance notice it shall give notice of such invocation to Reuters promptly thereafter.

11.4 In the event of any incident, disaster or business interruption which results in the invocation of any disaster recovery plan by BT or Reuters:

11.4.1 the Parties shall ensure that a resilient independent communications infrastructure is in place between the Parties as is necessary to ensure that the Parties are able to provide and support continued communications at all times between the Parties irrespective of any such incident, disaster or business interruption;

11.4.2 the Parties shall ensure that during the period of invocation of any disaster recovery plan, each Party shall provide to the other in a timely manner ongoing information updates in respect of any such incident, disaster or business interruption in a format to be agreed between the Parties (acting reasonably and in good faith) by the Closing Date; and

11.4.3 BT shall, upon reasonable request by Reuters, make relevant BT Personnel available to participate in any update communications that take place between Reuters and its customers. BT acknowledges that it is current Reuters' policy to verbally update its clients on an hourly basis and BT agrees that, upon reasonable notice, it shall participate in such communications upon Reuters' request.

11.5 BT shall conduct at its own cost a test of its disaster recovery plans and procedures not less than once in each 12 month period after the Closing Date and otherwise as might reasonably be expected in accordance with Good Professional Practice and shall provide the results of each test (which shall, upon Reuters' reasonable request, have been verified by an independent third party (provided that where Reuters requests such verification four times or more during the term of this Agreement, such independent verification shall be at Reuters' cost)) to Reuters within 15 days of its completion. Where Reuters so requests, BT agrees that Reuters can (at its own cost) participate in such tests and in such case the Parties shall agree the scope of and approach to such testing in advance of each test.

11.6 At Reuters' reasonable request, BT agrees to participate (to the extent reasonably required) in any test of Reuters' disaster recovery plans.

11.7 At Reuters' reasonable request, BT agrees to support and assist (to the extent reasonably required) Reuters upon any invocation of Reuters' disaster recovery plans.

11.8 As an overriding principle, BT and Reuters agree to work together to optimise the preparation and ongoing appropriateness of their respective disaster recovery plans, with particular regard to the interaction of their respective plans.

Part D. Transfer

12 People

The Parties acknowledge and agree that the European Regulations shall apply to the European Transferring Employees and that the provisions of Schedule 13 (*Employment Provisions*) shall apply in relation to the Employees, including the European Transferring Employees.

13 Contracts

13.1 Without prejudice to Clause 45.2, the Parties shall (working together and in good faith) use all reasonable endeavours to enter into (and to procure that all relevant third parties enter into) a novation agreement (substantially in the form set out at Schedule 14 *(Novation Agreement)*) in respect of each of the Existing Services Contracts with the intent that, a member of the BT Group shall perform the Existing Services Contract and be bound by it as if that member of the BT Group were a party to that Existing Services Contract in lieu of Reuters as soon as reasonably practicable after the Closing Date. The Parties shall fulfil their respective obligations in this Clause 13 on and from the Closing Date, with a view to completing the process as soon as reasonably practicable after the Closing Date.

13.2 In the event that a third party refuses to enter into a novation agreement in respect of an Existing Services Contract and that Existing Services Contract does not require the consent of that third party to the assignment of the benefits of that Existing Services Contract, then BT shall become entitled to the benefits of Reuters under that Existing Services Contract and (except where BT has exercised its rights under Clause 45.2 in respect of the relevant contract) this Agreement shall constitute an assignment of those benefits to BT (or, in accordance with the operation of Clause 37, to another BT Group member) with effect from the Closing Date.

13.3 Until such time as the Parties and the relevant third party enter into a novation agreement in respect of an Existing Services Contract or in the event that a third party refuses to enter into a novation agreement in respect of an Existing Services Contract and that Existing Services Contract does require the consent of that third party to the assignment of the benefits of that Existing Services Contract, then (except where BT has exercised its rights under Clause 45.2 in respect of the relevant contract):

13.3.1 (to the extent it is permissible under the Existing Services Contract) Reuters shall be treated as holding the benefits of that Existing Services Contract on trust for BT (or, in accordance with the operation of Clause 37, to another BT Group member) and any monetary benefits will be paid over to BT or the relevant member of the BT Group; or

13.3.2 (to the extent the provisions in Clause 13.3.1 are not permissible under the Existing Services Contract) Reuters and BT shall work together to put in place such mechanisms as are reasonably necessary to enable BT or (in accordance with Clause 37) a member of the BT Group, or (in accordance with Clause 45.2) a third party to take the benefit and fulfil the burden of the Existing Services Contract.

13.4 The following provisions shall apply to any Existing Services Contract to which Clause 13.2 or Clause 13.3 applies:

Back to Contents

(i) if it is permissible under the Existing Services Contract, BT shall perform on behalf of Reuters the obligations of Reuters under that Existing Services arising after the Closing Date (excluding payment obligations), and if it is not so permissible, Reuters shall perform and BT shall reimburse Reuters reasonable charges to the extent such charges are not already recovered pursuant to Schedule 3;

(ii) BT will fulfil in full on Reuters' behalf the payment obligations under the Existing Service Contract to the extent they relate to the due and proper performance of the Existing Services, in accordance with the invoicing and payment procedures agreed between the Parties; and

(iii) if it is permissible under the Existing Services Contract, Reuters shall terminate the Existing Services Contract at BT's request, provided that BT has provided Reuters with reasonably adequate assurances that termination will not affect its ability to provide the Existing Services to the relevant Service Levels.

Part E. Relationship Management

14 Review Meetings

Throughout the term of this Agreement, the Parties shall hold regular review meetings in the manner and frequency set out in Schedule 11 (*Relationship Management*).

15 Reporting to Reuters

BT shall report to the Reuters Representative in the manner, detail and frequency set out in Schedule 2 Part 1C (*Service Management*).

16 Contract Management Personnel

16.1 The initial Key BT Personnel engaged or involved in providing the Services shall be the BT Personnel listed in Schedule 11 (*Relationship Management*).

16.2 During the 12 months following the Closing Date, changes to the Key BT Personnel shall only be permitted where such changes are beyond the reasonable control of BT (save that BT may dismiss any member of the Key BT Personnel in accordance with its usual disciplinary or performance criteria procedures). Reuters shall have the right to be consulted in respect of any removal of Key BT Personnel during such 12 month period and Reuters' prior written consent shall be required for the appointment of any replacement Key BT Personnel during such 12 month period (such consent not to be unreasonably withheld or delayed).

16.3 Without prejudice to Clause 16.2, BT will use all reasonable endeavours to minimise changes of individual personnel who are engaged or involved in providing the Services. Save as provided in Clause 16.2, BT reserves the right to determine which individual personnel will perform the Services and to replace whether temporarily or permanently such individual personnel during the period of the Agreement. At all times whilst performing the Services the BT Personnel, the members of the BT Group and the Subcontractors will remain under the sole control and direction of BT.

16.4 BT Representative

The BT Representative shall act as the representative of BT under and pursuant to this Agreement. BT may by notice to Reuters appoint a temporary alternative to the BT Representative in the event of his or her absence from the office for any reason provided that the temporary appointment shall not on any occasion exceed 20 Business Days without the prior written consent of Reuters, such consent not to be unreasonably withheld or delayed. BT may from time to time replace the BT Representative on notice to Reuters, but shall use all reasonable endeavours to keep such changes to a minimum.

16.5 Reuters Representative

The Reuters Representative shall act as the representative of Reuters under and pursuant to this Agreement. Reuters may by prior notice to BT appoint a temporary alternative in the event of his or her absence from the office for any reason. Reuters may from time to time replace the Reuters Representative on notice to BT.

16.6 Authority of Representatives

Except where expressly provided otherwise in this Agreement, the BT Representative and the Reuters Representative shall respectively have full authority to act on behalf of the relevant Party for the purposes of fulfilling that Party's obligations and exercising that Party's rights under this Agreement and may represent that Party (accompanied by such other personnel as may be reasonably necessary) at any meeting in relation to the Services.

17 Records, Audit and Certification

17.1 BT to Maintain Records

BT undertakes to Reuters to:

17.1.1 maintain records in accordance with the higher of Good Professional Practice and its usual business practices;

17.1.2 in the case of records which relate to any amounts which are payable by Reuters under this Agreement, prepare and maintain those records in accordance with generally accepted accounting principles applied on a consistent basis; and

17.1.3 retain all such records for a period of no less than two years following the termination or expiry of this Agreement or, if longer, such period as may be required in order for BT to comply with its obligations in Clause 17.2 (*Right of Inspection*) or otherwise as required by Applicable Legislation.

17.2 Right of Inspection

17.2.1 BT shall provide to Reuters' reputable third party auditors ("**Auditor**") upon reasonable prior notice (which shall normally be not less than 10 Business Days, unless otherwise agreed by the Parties in writing) to BT, access to copies of all relevant records, BT Personnel and BT Premises (but not the BT System) as is reasonably necessary or otherwise required by law for the purposes stated below. Save as provided in Clauses 17.3 and 17.4, such access shall be limited to one financial and one performance audit per 12-month period. Such access will be permitted at any time during normal office hours. Such access shall be provided solely for the purpose of performing audits and inspections of BT to:

(i) verify the accuracy and completeness of BT's invoices; and

(ii) verify the accuracy of any of BT's Service Level reports,

provided that the Auditor shall enter into a confidentiality undertaking reasonably acceptable to BT (and no less onerous than the confidentiality provisions of this Agreement).

17.2.2 Nothing in this Clause 17 shall require BT, or any member of the BT Group, to make available: (i) underlying or open-book financial information relating to BT's or its Subcontractors' cost of providing the Services or its profit margins; (ii) any information which is legally privileged; (iii) any information in relation to which BT owes a third party a duty of confidence; or (iv) any draft or preparatory documentation or correspondence; or (v) any information the disclosure of which would breach Applicable Legislation, including Data Protection Legislation.

17.2.3 Reuters will provide BT with a draft copy of any Auditor's report and will give BT an opportunity to make representations to it and correct inaccuracies with respect to the contents of the draft Auditor's report prior to the Auditor's report being disclosed outside Reuters' core Agreement management team.

17.3 Regulatory Audit and SAS-70 Obligations

17.3.1 Notwithstanding anything in this Clause 17, Reuters and each member of the Reuters Group shall have the right to conduct audits at such frequency and in such manner as is required by Applicable Legislation from time to time.

17.3.2 Commencing in the second calendar year of the Initial Term, and not more than once every twelve (12) months thereafter, on Reuters' written request, BT will obtain a Type II report and examination prepared in accordance with Statement on Auditing Standards 70 (as amended from time to time) as promulgated by the American Institute of Public Certified Accounts (the "**SAS-70 Report**") of the Relevant Systems and Services from a reputable global accounting firm and provide a copy of the SAS-70 Report to Reuters. For these purposes, "**Relevant Systems and Services**" are:

(i) all systems and services used to provide the New Services;

(ii) the systems and services of the BT Group (excluding the Radianz Group) used to provide the Existing Services; and

(iii) the systems and services of the Radianz Group used to provide the Existing Services to the extent that such systems and services were (a) the subject of a SAS-70 Report during the Standard Period, or (b) the subject of a change programme within the Radianz Group as at 22 February 2005 with the aim of achieving the standards required of a SAS-70 Report. In respect of Relevant Systems and Services referred to in this sub-Clause 17.3.2(ii)(b), the obligation in Clause 17.3.2 shall apply on and from the date on which such programme was (as at February 2005) planned to be complete.

17.3.3 In the event that Reuters or its Auditors determine, acting reasonably, that such SAS-70 Report is insufficient or incomplete, then upon written notice from Reuters, BT shall provide the Auditors with access to and any assistance that they may reasonably require with respect to records required to complete the SAS-70 Report of the Services.

17.3.4 If, pursuant to Clause 17.3.3, the Auditor reviews Confidential Information belonging to BT, the Auditor shall enter into a confidentiality undertaking reasonably acceptable to BT (and no less onerous than the confidentiality provisions of this Agreement).

17.3.5 BT will not be required, pursuant to any provision of this Clause 17.3 to provide access to data of other customers of the BT Group. All information learned or exchanged in connection with the conduct of an audit under this Clause 17.3 shall, to the extent it is Confidential Information, be BT Confidential Information.

17.4 Security Audit

17.4.1 BT shall provide to the Auditors upon reasonable prior notice to BT (which shall normally be not less than 10 Business Days unless otherwise agreed by the Parties in writing), access to copies of all relevant records, BT Personnel and BT Premises (but not the BT System) as is necessary to enable an audit of the security arrangements, processes and procedures implemented and maintained by BT and the members of the BT Group in respect of the Existing Services or other Services in each case that are not certified as being BS7799 compliant (the "**Security Audit**"). The aim of the Security Audit is to ensure that such security arrangements, processes and procedures are no less rigorous than those implemented by Radianz in respect of services equivalent to the Existing Services provided during the Standard Period. In respect of the New Services, BT shall ensure that they comply with the Agreed Principles.

17.4.2 The right of Security Audit granted pursuant to Clause 17.4.1 may not be exercised more than once in any calendar year, provided that a Security Audit may be conducted in parts throughout a year, at such times as may be agreed between the Parties (such agreement not be unreasonably withheld or delayed). The right of Security Audit shall cease at the date being the later of:

(i) the Migration Date; or

(ii) the date at which all New Services are certified as BS7799 compliant.

17.5 BT to Provide Reasonable Assistance

BT shall provide all reasonable assistance to Reuters and the Auditor in conducting any such audit and will provide the Auditor with such copies of relevant documents and information as the Auditor shall reasonably request.

17.6 No Disruption

BT will not be obliged to give Reuters or the Auditor access to any BT locations that do not pertain to the provision of Services under this Agreement. In performing any audits under this Clause 17, Reuters will, and will procure that the Auditor will, use reasonable endeavours to avoid unnecessary disruption of BT's operations and unnecessary interference with BT's ability to perform the Services in accordance with the Service Levels. Where an audit does disrupt BT's provision of the Services, BT shall not be liable for any breach of its obligations under this Agreement to the extent such breach was directly caused by such disruption.

17.7 Costs of Audits

17.7.1 Each Party shall bear its own costs in relation to any audit under Clause 17 provided that:

(i) if the audit reveals a surplus or deficit of Service Charges claimed and/or any other amounts charged to Reuters by BT under this Agreement, the amount of the net overpayment or underpayment shall be paid by the relevant Party by way of credits or Service Charges in the next relevant invoice; and

(ii) where the audit reveals: (a) a substantive error in respect of any of BT's Service Level reports; (b) an error in respect of BT's invoices which amounts to a discrepancy in relation to the financial matters of greater than 10%, or (c) that the security arrangements, processes and procedures implemented and maintained by BT and the members of the BT Group in respect of the Existing Services or other Services that are not certified as being BS7799 compliant are less rigorous than those implemented by Radianz in respect of services equivalent to the Existing Services provided during the Standard Period, BT shall pay the reasonable costs incurred by Reuters in relation to the related subsequent verification exercise conducted on behalf of Reuters (if any) in accordance with Clause 17.8 (other than Reuters' internal management and handling costs).

17.7.2 Any overpayment made by the Reuters Group revealed by an audit shall be credited by BT against the next and any subsequent invoices issued by BT under this Agreement for the Services, together with an additional amount of interest on that overpayment at the rate of 2%

above the pounds base rate from time to time of The Royal Bank of Scotland plc from the date of such overpayment until the date of payment by BT pursuant to this Clause 17.7.2. If Reuters is not reimbursed in full by way of a credit against the next and any subsequent invoices BT shall be liable to pay the balance owed to the Reuters Group upon demand.

17.8 Verification

Where an audit carried out pursuant to this Clause 17 reveals: (a) an error in any financial records or in any invoice delivered by the BT Group under this Agreement; (b) an error in any of BT's Service Level reports; or (c) that the security arrangements, processes and procedures implemented and maintained by BT and the members of the BT Group in respect of the Existing Services or other Services that are not certified as being BS7799 compliant are less rigorous than those implemented by Radianz in respect of services equivalent to the Existing Services provided during the Standard Period, Reuters shall have the right (notwithstanding the restrictions set out in Clause 17.2 on the number of times in any 12 month period Reuters may exercise access rights) within a reasonable period after the completion of such audit to exercise its access rights pursuant to Clause 17.2 using an independent third party auditor for the purpose of verifying that such error has been rectified or that appropriate security arrangements, processes and procedures have been implemented (as applicable).

18 Dispute Resolution

18.1 How Disputes will be Handled

Save in respect of invoices or other requests for payment (disputes in respect of which shall be treated in accordance with Clause 29.2 (*Disputed Amounts*)) any bona fide dispute arising under this Agreement from time to time and any failure of the Parties to reach agreement on any matter (including where the Parties fail to reach such agreement by the date prescribed by this Agreement), shall be treated in accordance with the provisions of this Clause 18.

18.2 Representatives to Attempt to Resolve Disputes

Upon a dispute arising under this Agreement, the Reuters Representative and the BT Representative shall, as soon as reasonably practicable and in any event no later than 10 Business Days after a written request from either Party to the other, meet in good faith and use all reasonable endeavours to resolve such dispute.

18.3 Representatives not Available

If the Reuters Representative or the BT Representative is unable to attend a meeting held pursuant to Clause 18.2 (*Representatives to Attempt to Resolve Disputes*), the Party they represent may by prior notice to the other nominate a substitute to attend provided the substitute has at least the same level of seniority or managerial or directorial responsibility as the person they are replacing and is authorised to settle the relevant dispute on behalf of the Party they represent.

18.4 Memorandum of Position

No later than five Business Days before any meeting of the Reuters Representative and the BT Representative, each Party will deliver to the other a memorandum setting out its position on the dispute in question and its reasons for adopting that position in reasonable detail together with any relevant supporting documentation.

18.5 Compromise Agreement after Resolution by Senior Representatives

If the Reuters Representative and the BT Representative reach agreement on the resolution of the relevant dispute, the Parties will each procure that the agreement is within 40 Business Days reduced to writing and signed by their respective duly authorised representative at which time it shall be and remain binding on the Parties.

18.6 Status of Negotiations of Senior Representatives

All negotiations between the Reuters Representative and the BT Representative shall be conducted in strict confidence. Unless the Parties otherwise agree in writing (including any agreements made pursuant to Clauses 18.5 and 18.9), those negotiations shall be without prejudice to the rights of the Parties (and shall not be used in evidence or referred to in any way without the prior written consent of both Parties) in any future court or arbitration proceedings or expert determination except in so far as necessary to enforce a compromise agreement entered into pursuant to Clause 18.9 (*Compromise Agreement after Resolution by Mediation*).

18.7 Further Escalation and Reference to Mediation

18.7.1 If any dispute arising under this Agreement is not resolved within 10 Business Days of the relevant meeting of the Reuters Representative and the BT Representative or, for whatever reason, the relevant meeting does not take place, then either Party may by notice to the other require that such dispute be resolved by escalation to the Joint Management Council referred to in Schedule 11 (*Relationship Management*) otherwise following the procedure and principles set out in Clauses 18.2 (*Representatives to Attempt to Resolve* Disputes) to 18.5 (*Compromise Agreement after Resolution by Senior Representatives*).

18.7.2 If such dispute is not resolved within twenty (20) Business Days from referral under Clause 18.7.1:

(i) if and to the extent the dispute is of a technical nature, it may by agreement between the Parties be referred for determination to an expert (the "**Expert**") pursuant to Clause 18.8 who shall be deemed to act as expert and not as arbitrator; or

(ii) in the case of all other disputes or where the Parties do not agree that a dispute of a technical nature be referred to the Expert, then either Party may by notice to the other refer such dispute to mediation in accordance with the CEDR Model Procedure. The Party serving that notice shall as soon as reasonably practicable apply to CEDR for a mediation of such dispute. If neither Party serves a notice on the other requiring mediation of the dispute within 10 Business Days of the expiry of the period referred to above or, if a Party does so but fails to apply to CEDR as soon as reasonably practicable, negotiations will be deemed to have failed.

18.8 Appointment of an Expert

18.8.1 The Expert shall be selected by agreement of the Parties or, failing agreement, within fourteen (14) Business Days after a request by one Party to the other, shall be chosen at the request of either Party by the President for the time being of the ICC International Centre for Expertise who shall be requested to choose a suitably qualified and experienced Expert for the dispute in question.

18.8.2 Fourteen (14) Business Days after the Expert has accepted the appointment the Parties shall each submit a written report on the dispute to the Expert and to each other and seven (7) Business Days thereafter shall submit any written replies they wish to make to the Expert and to each other.

18.8.3 The Expert shall have the same powers to require each Party to produce any documents or information to him and the other Party as an arbitrator and each Party shall in any event supply to him such information which it has and is material to the matter to be resolved and which it could be required to produce on discovery.

18.8.4 Each Party shall afford the Expert all necessary assistance which the Expert requires to consider the dispute including, but not limited to, full access to all correspondence and other documentation and materials relating to the Agreement. The Expert shall be instructed to deliver his determination, which shall include his reasons for that determination, to such Parties within fourteen (14) Business Days after the submission of the written reports pursuant to this Clause.

18.8.5 The Expert's decision shall, in the absence of fraud, be final and binding on the Parties. The fees of the Expert shall be borne by the Parties in equal shares. Each Party shall bear its own internal and consultant costs, including legal costs, of its involvement in this Expert determination process.

18.9 Compromise Agreement after Resolution by Mediation

If the mediation is successful and the Parties reach agreement on the resolution of the relevant dispute, they will each procure that the agreement is reduced to writing and signed by their respective duly authorised signatories, at which point it shall be binding on the Parties.

18.10 Jurisdiction and Court Proceedings

18.10.1 Subject to Clause 18.10.2, in respect of any dispute which arises out of or in connection with this Agreement, and which is not resolved in accordance with the procedure set out in Clauses 18.1 (*How Disputes will be Handled*) to 18.9 (*Compromise Agreement after Resolution by Mediation*) (inclusive), the Parties irrevocably agree that the courts of England shall have exclusive jurisdiction to settle that dispute and that accordingly any proceedings may be brought in those courts (and no other courts).

18.10.2 Notwithstanding any other provisions in this Clause 18 nothing herein shall prevent a Party from taking steps to preserve or enforce its rights on an interim basis only (including by way of interlocutory or other interim or immediate relief) in a court of competent jurisdiction.

18.11 Rights of Enforcement

18.11.1 The only member of the Reuters Group which may take steps to enforce any or all rights under this Agreement or any Local Agreement is Reuters, which will be appointed as agent of the relevant member of the Reuters Group to have sole conduct of all Proceedings involving that company.

18.11.2 The only member of the BT Group which may take steps to enforce any or all rights under this Agreement or any Local Agreement is BT, which will be appointed as agent of the relevant member of the BT Group to have sole conduct of all Proceedings involving that company.

18.11.3 Reuters undertakes that it shall not bring Proceedings against any member of the BT Group other than BT and shall procure that no other member of the Reuters Group brings Proceedings against any member of the BT Group.

18.11.4 BT undertakes that it shall not bring Proceedings against any member of the Reuters Group other than Reuters and shall procure that no other member of the BT Group brings Proceedings against any member of the Reuters Group.

18.11.5 When bringing a claim, or enforcing any rights, under this Agreement or any Local Agreement, the Losses of each member of the Reuters Group (in respect of Reuters) or the Losses of each member of the BT Group (in respect of BT) incurred in connection with or in relation to this Agreement or a Local Agreement shall be deemed to be the Losses of Reuters or BT (as applicable).

Part F. Reuters and BT Protections

19 Warranties

19.1 BT Warranties

BT warrants to Reuters that it:

19.1.1 without prejudice to Clause 7.1 and save where otherwise expressly provided otherwise in this Agreement, will perform its obligations under this Agreement with reasonable skill and care;

19.1.2 has full power on its own behalf and on behalf of the members of the BT Group to enter into and perform its obligations under this Agreement and has taken all necessary corporate and other action to approve and authorise the transactions contemplated by this Agreement and neither the entering into nor the performance by it of its obligations under this Agreement will as of the date of this Agreement constitute or result in any breach of any contractual or legal restriction binding on itself or its assets or undertakings; and

19.1.3 subject to Clause 21.1, has procured all rights, licences, permissions and approvals necessary for it to perform its obligations under this Agreement (including all registrations in accordance with and as required by the Data Protection Legislation) and as it requires for the provision of the Services in accordance with this Agreement.

19.2 Reuters Warranties

Reuters warrants to BT that it:

19.2.1 will perform the Reuters Services with reasonable skill and care;

19.2.2 has full power on its own behalf and on behalf of the members of the Reuters Group to enter into and perform its obligations under this Agreement and has taken all necessary corporate and other action to approve and authorise the transactions contemplated by this Agreement and neither the entering into nor the performance by it of its obligations under this Agreement will as of the date of this Agreement constitute or result in any breach of any contractual or legal restriction binding on itself or its assets or undertakings; and

19.2.3 has used and shall continue to use all reasonable endeavours to maintain throughout the term of this Agreement all rights, licences, permissions and approvals necessary for it to perform its obligations under this Agreement (including all registrations in accordance with and as required by the Data Protection Legislation) and as it requires for the receipt of the Services in accordance with this Agreement.

20 Insurance

20.1 BT shall at all times and at BT's own cost and expense ensure that it is adequately and reasonably insured in respect of the following risks (and shall procure the same in respect of the other members of the BT Group):

20.1.1 public liability;

20.1.2 employer's liability; and

20.1.3 professional indemnity risks.

20.2 Upon request BT shall provide reasonably satisfactory summarised evidence to Reuters of the insurance cover in place relating to this Agreement.

21 Applicable Legislation and Regulatory Change

21.1 BT's Compliance with Applicable Legislation

BT shall provide, or procure that the other members of the BT Group and its Subcontractors shall provide, in each case to Reuters and the other members of the Reuters Group:

21.1.1 all Services other than the Existing Services in accordance with Applicable Legislation; and

21.1.2 Existing Services in the Core Jurisdictions in accordance with Applicable Legislation.

21.2 Reuters' Compliance with Applicable Legislation

Reuters shall provide, or procure the provision of, the Reuters Services in accordance with Applicable Legislation at least to the extent it did so in the Standard Period.

21.3 Notification

21.3.1 Throughout the Term, BT shall promptly inform Reuters of changes in Applicable Legislation that will or are reasonably likely to affect, to a material degree, the provision of the Services by or on behalf of BT(save that in relation to each Non-Core Territory BT's obligation shall not commence until such date as BT commences the provision of New Services in that territory, or when it becomes aware of a change in Applicable Legislation in that jurisdiction, whichever is the earlier);

21.3.2 Throughout the term of this Agreement, BT shall use reasonable endeavours to inform Reuters where it is aware that Reuters or another member of the Reuters Group is in breach of Applicable Legislation.

21.3.3 Throughout the term of this Agreement, Reuters shall use reasonable endeavours to inform BT where it is aware that BT or another member of the BT Group is in breach of Applicable Legislation.

21.4 Regulatory Change and Related Costs

21.4.1 Regulatory Changes shall be implemented using the Change Control Procedure.

21.4.2 To the extent that a Regulatory Change relates:

(i) uniquely and specifically to Reuters, a member of the Reuters Group or products or services of either of them and the Regulatory Change increases BT's costs of providing the Services then the Price Books shall be amended through the Change Control Procedure so that Reuters shall bear all of the direct and reasonable costs of BT and the BT Group in complying with such Regulatory Change;

(ii) uniquely and specifically to BT, a member of the BT Group or products or services of either of them then the costs (if any) of implementing such Regulatory Change shall be borne by BT and no additional Service Charges shall be levied by BT; and

(iii) to a matter which is not covered by (i) or (ii) above and the Regulatory Change increases BT's costs of providing the Services then the Price Books shall be amended through the Change Control Procedure so that Reuters shall bear a fair and reasonable proportion of the increase in BT's direct costs in providing the Services, such proportion to reflect the ratio of the revenue received by BT from customers which are affected by such change in Applicable Legislation against the revenue BT receives under this Agreement. As between Reuters and BT, BT shall be liable for the proportion of the costs attributable to those other customers.

21.4.3 Where a Regulatory Change results in a decrease in the costs of BT or any other member of the BT Group in providing the Services then the Price Books shall be amended through the Change Control Procedure so that such savings shall be passed through to Reuters.

22 Intellectual Property

22.1 BT Intellectual Property

Title in and to all Intellectual Property in or relating to any of the Services (other than, in the case of Existing Services, Reuters Intellectual Property) or any materials used or made available by or on behalf of BT in the provision of the Services shall remain vested in and shall remain the absolute property of BT or its licensors, and except as expressly set out herein no licence of such Intellectual Property is granted or implied.

22.2 No Use of Trade Marks

Except as expressly permitted in writing, neither Party shall be entitled to use in the course of trade any registered or unregistered trade mark, service mark, logo or trading style of the other Party.

22.3 Reuters Intellectual Property

22.3.1 Title in and to the Reuters Intellectual Property and all Intellectual Property in or relating to any of the Reuters Content or Reuters Services or any materials used or made available by or on behalf of Reuters in the provision of the Reuters Services shall remain vested in and shall remain the absolute property of Reuters or its licensors, and except as expressly set out herein no licence of such Intellectual Property is granted or implied.

22.3.2 Reuters hereby grants to BT, the other members of the BT Group and the Subcontractors a non-exclusive, royalty-free licence:

(i) of the Reuters Intellectual Property solely to the extent necessary for BT to provide or procure the provision of (a) the Services prior to the Migration Date and (b) the Non-Migrating Services;

(ii) of any Intellectual Property owned by the Reuters Group (other than any Reuters Content) to the extent the same was used by a member of the Radianz Group during the Standard Period, for the purposes of a member of the Radianz Group fulfilling its obligations to third parties to the extent owed during the Standard Period and substantially similar obligations;

(iii) to host and transmit the Reuters Content over the BT System solely to the extent necessary to provide or procure the provision of the Services; and

(iv) to the Reuters Information solely to the extent necessary to operate the Reuters Assets in order to provide or procure the provision of the Services (and services equivalent to the Services to third parties) to the same extent as the Reuters Assets were operated by Reuters or on Reuters' behalf in the Standard Period.

22.3.3 On the Migration Date (or as soon as is reasonably practicable thereafter), BT shall (or shall procure that the other members of the BT Group and the Subcontractors shall):

(i) take all reasonable steps to irrevocably delete all information, materials or other things in which Reuters Intellectual Property subsists from all storage and electronic media; and

(ii) where Reuters requests prior to such deletion, return to Reuters or such other person as Reuters may reasonably direct all information, materials or other things in which any Reuters Intellectual Property subsists,

in each case in the possession or control of BT, the BT Group or the Subcontractors.

22.3.4 In respect of the satellite receiver equipment assets that are not used by or on behalf of the Radianz Group to provide services equivalent to the Existing Services to Reuters or third parties or any other services to third parties, such assets on the Closing Date shall transfer by delivery back to Reuters for nominal consideration.

22.4 BT Supplied Software

If from time to time in the course of provision of the Services BT supplies to Reuters or to any other member of the Reuters Group items of software and associated documentation to enable Reuters or the relevant member of the Reuters Group to receive the Services ("**BT Supplied Software**"), BT hereby grants Reuters and such other members of the Reuters Group, for the duration of this Agreement and any Exit Period, a non-exclusive royalty-free licence to use such BT Supplied Software solely for the purposes of the receipt and use of the Services. Unless otherwise agreed in writing Reuters will immediately, and shall procure the same from any member of the Reuters Group, on request, following termination or expiry of this Agreement and the Exit Period for any reason, return all BT Supplied Software in its possession or control to BT or to such other location or person as BT may reasonably direct and Reuters shall, and shall procure that any member of the Reuters Group shall, forthwith take all reasonable steps to irrevocably delete all BT Supplied Software from all storage and electronic media in its possession or control.

22.5 Cisco Routers

The Parties will work together in good faith, using all reasonable endeavours, to transfer to the BT Group from the Reuters Group the licences of IOS Software relating to the Cisco Routers owned by the Radianz Group and/or forming part of the Communications Assets.

23 Intellectual Property Indemnities

23.1 BT Indemnity to Reuters

BT will indemnify Reuters against all claims and proceedings arising from infringement (or alleged infringement) of any Intellectual Property by reason of and to the extent caused by the receipt or use of the Services by Reuters or any member or customer of, or supplier to, the Reuters Group (including, for the avoidance of doubt, use of the BT Supplied Software) in accordance with the terms of this Agreement.

23.2 Reuters Indemnity to BT

Reuters will indemnify BT against all claims and proceedings arising from infringement (or alleged infringement) of any Intellectual Property by reason of and to the extent caused by the receipt or use of the Reuters Services, the Reuters Intellectual Property or the Reuters Information by BT, any member of the BT Group or their Subcontractors in accordance with the terms of this Agreement.

23.3 Terms and Conditions of Indemnities

23.3.1 As a condition of each indemnity in this Clause 23, the Party receiving the indemnity (the **"Claiming Party"**) will:

(i) notify the Party giving the indemnity (the **"Indemnifier"**) promptly in writing of any allegation of infringement upon first becoming aware of the claim or proceedings;

(ii) make no admission relating to the infringement;

(iii) allow the Indemnifier to conduct all negotiations and proceedings and at the Indemnifier's request and cost give the Indemnifier all reasonable assistance; and

(iv) act to mitigate all Losses relating to the subject matter of the indemnity.

23.3.2 If at any time an allegation of infringement of Intellectual Property is made or in either Party's reasonable opinion is likely to be made, the Parties shall promptly discuss the same with a view to (at the Indemnifier's own expense):

(i) modifying the Services so as to avoid the infringement;

(ii) replacing any part of the affected Services with a non-infringing part; or

(iii) procuring a licence in respect of such third party Intellectual Property,

in each case without the requirement to follow the Change Control Procedure provided that any such modification or replacement does not materially affect the performance of the Services.

23.3.3 The indemnities in this Clause 23 do not apply to infringements to the extent they are caused by:

(i) Reuters' use of the Services in conjunction with other apparatus or software, in each case which was not supplied by BT and which BT did not know or, if acting in accordance with Good Professional Practice, would not have known that Reuters would use in conjunction with the Services; and

(ii) compliance with instructions, designs or specifications made or issued by the Claiming Party or on the Claiming Party's behalf where the Personnel of the Indemnifier receiving such instructions, designs or specifications could not reasonably have known that compliance with such instructions, designs or specifications would infringe third party Intellectual Property.

23.3.4 The indemnity in Clause 23.1 shall not apply to infringements to the extent they are caused by use by BT, the BT Group or their Subcontractors of the Reuters Services, or equipment or software supplied to BT by or on behalf of a member of the Reuters Group or used by a member of the Radianz Group in the provision of services under the Previous NSA.

23.3.5 The indemnity in Clause 23.2 shall not apply to infringements to the extent they are caused by use by Reuters, the Reuters Group or their customers or suppliers of the Services, or equipment or software supplied to Reuters by or on behalf of a member of the BT Group.

24 Announcements and Confidentiality

24.1 Announcements

Subject to Clauses 24.2 and 24.4, either Party may make or send any public announcements, public circulars or public communications relating to this Agreement or the subject matter of it, provided such announcement, public circular or public communication is reasonable.

24.2 Prior Approval of Announcements where Parties are in Dispute

Subject to Clause 24.3, where the Parties are in dispute (whether under Clause 18 or otherwise) in relation to this Agreement (or part of this Agreement) neither Party shall make or send any public announcements, public circulars or public communications relating to that dispute without the prior written approval of the other, that approval not to be unreasonably withheld or delayed.

24.3 Consultation Prior to Announcements

Either Party may make or send public announcements, public circulars or public communications concerning a dispute referred to in Clause 24.1 if required by law or by any securities exchange or regulatory or governmental body to which that Party is subject (including the London Stock Exchange, UK Listing Authority or the Takeover Panel) provided that the Party making it shall use reasonable endeavours to consult with the other Party prior to its making or despatch and shall, so far as may be reasonable, take account of the comments of the other Party with respect to its content and the timing and manner of its making or despatch.

24.4 Confidentiality

Subject to Clause 24.5 (*Exceptions*), both Parties shall treat as strictly confidential all information of a confidential nature which is marked as confidential or is indicated as confidential at the time it is handed over to the other Party ("**Confidential Information**") received or obtained as a result of entering into or performing this Agreement which relates to:

24.4.1 the provisions of this Agreement, or any document or agreement entered into pursuant to this Agreement;

24.4.2 the negotiations relating to this Agreement; or

24.4.3 the other Party, any other member of its Group or any of its customers or suppliers.

24.5 Exceptions

Either of the Parties may disclose any Confidential Information if and to the extent the disclosure is:

24.5.1 required by the law of any relevant jurisdiction;

24.5.2 properly required by any securities exchange or regulatory or governmental body to which either Party is subject or reasonably submits, wherever situated, including the London Stock Exchange, UK Listing Authority or the Takeover Panel, whether or not the requirement for disclosure has the force of law;

24.5.3 disclosed to the professional advisers, auditors or bankers of that Party or any other member of the BT Group (in the case of BT) or any other member of the Reuters Group (in the case of Reuters) under appropriate contractual or professional duties of confidence and each Party hereby agrees to take all reasonable steps to enforce any such contractual or professional duties;

24.5.4 disclosed to the officers or employees of that Party or any other member of the BT Group (in the case of BT) or any other member of the Reuters Group (in the case of Reuters) who need to know the information for the purposes of the transactions effected or contemplated by this Agreement subject to the condition that the Party making the disclosure shall procure that those persons comply with Clause 24.4 (*Confidentiality*) as if they were Parties to this Agreement and each Party hereto agrees to take all reasonable steps to enforce any confidentiality undertaking obtained by it;

24.5.5 of information that has already come into the public domain through no fault of that Party;

24.5.6 of information of the kind referred to in Clause 24.4.3 (*Confidentiality*) which is already lawfully in the possession of that Party as evidenced by its or its professional advisers' written records and which was not acquired directly or indirectly from the other Party to whom it relates;

24.5.7 to potential acquirers (and their advisers) of all or part of a Party's shares or business, provided that each such potential acquirer has entered into a confidentiality undertaking with respect thereto and is not a competitor of the other Party; or

24.5.8 approved by the other Party in writing in advance, provided that any information disclosed pursuant to Clause 24.4.1 or Clause 24.4.2 shall be disclosed only after notice to the other Party (where it is reasonably able to do so) and the disclosing Party shall reasonably cooperate with the other Party regarding the manner of that disclosure or any action which any of them may reasonably elect to take to challenge legally the validity of that requirement.

25 Data Protection

25.1 Compliance with Data Protection Legislation

Each Party shall at all times throughout the term of this Agreement comply with the applicable provisions and obligations imposed by the Data Protection Legislation so far as they relate to the Services and the processing of personal data (as the term "personal data" is defined in the Data Protection Legislation).

25.2 Appropriate Technical and Organisational Measures

BT shall retain in place appropriate technical and organisational measures relating to the Relevant Personal Data to ensure a level of security appropriate to:

25.2.1 the harm that might result from unauthorised or unlawful processing or accidental loss, destruction of or damage to personal data made available pursuant to this Agreement; and

25.2.2 the nature of the data to be protected,

such measures having regard to the state of technological development and the cost of implementing any measures from time to time.

25.3 Access to Personal Data

BT shall take reasonable steps to ensure the reliability of those of its employees and Subcontractors who have access to Relevant Personal Data and to inform them of the importance of the need to avoid unauthorised or unlawful processing of such personal data and the loss, destruction of or damage to such personal data.

25.4 Data Export: Model Clauses

In the event that Reuters or a member of the Reuters Group located in the European Economic Area will in the course of providing the Reuters Services or receiving the Services have cause to transfer personal data (other than any personal data which forms part of the Reuters Content) to BT, a member of the BT Group or a Subcontractor located outside the European Economic Area, then upon request by Reuters, BT agrees to enter into, and agrees to procure that the member of the BT Group or the Subcontractor (as the case may be) enters into, an agreement with Reuters or a member of the Reuters Group (as the case may be) on the then current standard contractual clauses for the transfer of personal data from a data controller in the European Economic Area to a data processor outside the European Economic Area as approved by the European Commission, or such other clauses as the Parties may agree (such agreement not to be unreasonably withheld or delayed).

Back to Contents

Part G. Charges

26 Charges

26.1 In consideration of the supply of the Services, Reuters shall, or shall procure that the relevant member of the Reuters Group shall, pay to BT the Service Charges.

26.2 In consideration of the supply of the Reuters Services BT shall, or shall procure that the relevant member of the BT Group shall, pay to Reuters the service charges set out in Schedule 3 (*Reuters Services*).

26.3 BT shall ensure that the Services, and any tender submitted by BT to Reuters for telecommunications or ICT services in accordance with Clauses 8.8 and 8.9, shall (in each case) be provided on terms (as to price and service quality) which are no less favourable than the terms offered to other customers of the BT Group for reasonably comparable services in the financial services sector.

27 Inventory

27.1 The Parties shall work together in good faith to prepare an Inventory as at 22 February 2005 as soon as practicable after the Signing Date (and, in any event, within three (3) months of the Closing Date) and will amend it from time to time in accordance with Schedule 6 (*Service Charges*) to maintain its accuracy (the **"Starting Inventory"**).

27.2 Using the Starting Inventory as the base, the Parties shall work together in good faith throughout the duration of this Agreement to maintain at all times an accurate and up-to-date Inventory.

27.3 BT shall maintain a copy of the Inventory and shall make such copy available to Reuters at Reuters' request in such form and in such manner as may be agreed between the Parties.

28 Service Credits

28.1 In the event of any failure by BT to procure the achievement of the Service Levels (a "**Service Failure**"), the provisions of Schedule 5 (*Service Levels and Service Credits*) shall apply to determine the extent of any Service Credits payable by BT to Reuters in respect of such failure. The Parties agree that the Service Credits represent a genuine pre-estimate of the Losses which Reuters will sustain as a result of a breach of the Service Levels, actual damages in those circumstances being difficult to determine; accordingly, such payments are not a penalty.

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* Text has been redacted for confidentiality

28.3 Any payments made by BT to Reuters pursuant to this Clause 28 (*Service Credits*) are a rebate and whether they are tax effective shall be determined in accordance with relevant Applicable Legislation.

29 Invoicing and Payment

29.1 The Parties will comply with their respective obligations regarding invoicing, currency and payment set out in Schedule 3 (in respect of Reuters Services) and Schedule 6 (in respect of Services).

29.2 Disputed Amounts

29.2.1 A Party shall be entitled to withhold payment of any portion of an invoice which is the subject of a bona fide dispute between the Parties (but for the avoidance of doubt, may not withhold any portion of that invoice which is not the subject of such a dispute). In the event of such a dispute, the Party in receipt of the relevant invoice (the "**Receiving Party**") shall promptly notify the invoicing Party (the "**Invoicing Party**") in writing detailing why it believes the amount in question to be disputed. Within five Business Days of the date of such notice, the Invoicing Party shall provide notice to the Receiving Party that either justifies or corrects the disputed amount, and in the case of a justification it shall provide the Receiving Party with reasonable supporting evidence in order to allow the Receiving Party to validate the Invoicing Party's claim. In the event that the Receiving Party (acting reasonably and in good faith) does not accept the Invoicing Party's justification or correction, it shall so notify the Invoicing Party by notice to be delivered within 10 Business Days of the Invoicing Party's notice (or such longer period as may be appropriate if the relevant supporting evidence is not supplied with the Invoicing Party's notice), and either Party may then initiate the dispute resolution procedures in accordance with Clause 18 (*Dispute Resolution*).

29.2.2 After settlement of the disagreement, any amount agreed or determined to be payable shall be payable within 14 days. If the dispute is not resolved within one month of the due date of payment, interest shall accrue on the delayed payment at the rate of 2% above the sterling base rate from time to time of The Royal Bank of Scotland plc from the due date until the actual date of payment. The payment of any amount by the Receiving Party shall not prevent the Receiving Party from disputing that or any other amount.

29.2.3 Without prejudice to the terms of this Clause 29 (*Invoicing and Payment*), if the Receiving Party does not dispute an invoice within 14 months from the date of receipt, then it shall be deemed to have accepted such invoice.

29.3 No other Charges

Save as expressly agreed between the Parties in writing pursuant to Clause 10 (*Additional Services and Amendments to Services: Change Control*) or as contemplated in this Agreement, no other charges shall be payable by Reuters pursuant to this Agreement.

30 The Euro

If the United Kingdom becomes a participating member state for the purposes of European Monetary Union so that the Euro becomes the lawful currency of the United Kingdom, then:

30.1.1 that shall not affect the validity of this Agreement or the rights and obligations of the Parties under it, nor shall it give any Party the right to alter or terminate this Agreement unilaterally;

30.1.2 with effect from the date on which it occurs, any amount referred to in the Agreement in pounds sterling shall be re-denominated in Euros at the rate and in the manner determined by the relevant legislation; and

30.1.3 any other reference in this Agreement to “pounds” “sterling” “£” or “pounds sterling” shall be read as “Euros”.

31 Taxation

31.1 Taxes/Fees

31.1.1 Any consideration expressed to be payable under this Agreement shall be deemed to be exclusive of any Transaction Taxes. If Transaction Taxes are chargeable on any supply made under this Agreement by a Party or, if a Party has procured the making of such supply, by the person making such supply (in either case the **“Supplier”**), the other Party shall pay, or procure the payment of (in addition to and at the same time as paying the consideration), an amount equal to the amount of the applicable Transaction Taxes against delivery of an appropriate invoice.

31.1.2 The Supplier shall refund to the other Party such proportion of any Transaction Taxes so invoiced which a tax authority repays to the Supplier as not being due under any Applicable Law.

31.1.3 If any Party is obliged to reimburse or pay expenditure incurred by, or otherwise to indemnify, the other Party pursuant to this Agreement, such obligation shall extend to any element of the said expenditure that is paid in respect of any Transaction Taxes on any supply in respect of which the expenditure is incurred that is not otherwise recoverable.

31.2 Deductions

31.2.1 All sums payable under this Agreement shall be paid free and clear of all deductions, withholdings, set-offs or counterclaims whatsoever save only as may be required by law. If any deductions or withholdings are required by law, the Party making, or procuring the making of, the payment shall be obliged to pay the other Party, or to procure that the other Party is paid, 50% of such additional sum as will (after such deduction or withholding has been made) leave the payee with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding, provided that if either Party shall have assigned the benefit in whole or in part of this Agreement then the liability of the other Party under this Clause 31.2.1 shall be limited to that (if any) which it would have been had no such assignment taken place.

31.2.2 If any Taxation authority charges to Taxation (or would charge to Taxation in the absence of any Reliefs available to the recipient) any sum paid under this Agreement pursuant to an indemnity, compensation or reimbursement provision, then the amount so payable shall be grossed-up by such amount as will ensure that after payment of the Taxation so charged (or which would have been so charged if any Reliefs available to the recipient were ignored) there shall be left a sum equal to the amount that would otherwise be payable under this Agreement, provided that if either Party to this Agreement shall have assigned the benefit in whole or in part of this Agreement then the liability of the other Party under this Clause 31.2.2 shall be limited to that (if any) which it would have had, had no such assignment taken place.

31.2.3 If the recipient of a payment made under Clause 31.2.1 receives a credit for or refund of any Taxation payable by it, a Relief or any similar benefit attributable to (i) such payment or (ii) any charge to Taxation by reason of any deduction or withholding for or on account of Taxation which has given rise to such payment then it shall reimburse to the other Party such part of such additional amounts paid to it pursuant to this Clause 31.2 as the recipient of the payment certifies to the other Party will leave it (after such reimbursement) in no better and no worse position than it would have been if the other Party had not been required to make such deduction or withholding.

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* Text has been redacted for confidentiality

[Back to Contents]

Part H. Liability

33 Exclusions and Limitations of Liability

33.1 Uncapped Liabilities

Notwithstanding any other provision in this Agreement, neither Party excludes or restricts in any way its liability for: (i) death or personal injury resulting from its own negligence or the negligence of its employees or agents acting in the course of their employment or agency; (ii) fraud or fraudulent misrepresentation; or (iii) breach of Clauses 23 (*Intellectual Property Indemnities*) or 24.4 (*Confidentiality*).

33.2 Exclusions of Liability

Subject to Clauses 33.1 and 33.4, neither Party shall be liable to the other or to any third party, (whether in contract, tort, under statute or otherwise (including in each case negligence)) for any of the following types of loss or damage arising under or in relation to this Agreement or the events contemplated by this Agreement:

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33.2.3 any incidental or consequential loss or damage whatsoever; or

33.2.4 any punitive or exemplary damages,

even if that Party was advised in advance of the possibility of such loss or damage, save that nothing in this Clause 33.2 shall prevent BT from recovering the Service Charges, any amounts payable to BT under paragraph 11 of Schedule 6 (*Payment of MRG*) or any Migration Surcharge, or Reuters recovering the charges for the Reuters Services described in Schedule 3 (*Reuters Services*) or any Migration LDs.

33.3 Direct Losses under this Agreement

For the purposes of this Agreement direct losses shall include but not be limited to (subject always to Clauses 33.2.1 and 33.2.3 -4):

33.3.1 payments contractually required to be made and actually made by a Party (the "**Paying Party**") to a third party as a direct consequence of a breach of this Agreement by, or the negligence or other tort in relation to this Agreement of, the other Party (or, where the other Party is Reuters, a member of the Reuters Group, or where the other Party

* Text has been redacted for confidentiality

is BT, a member of the BT Group or any of its Subcontractors) where such payments are required to be made by way of liquidated damages or service credits pursuant to, either:

(i) a contractual provision which was in place with the relevant third party at 22 February 2005; or

(ii) a contractual provision which is with an FGA and the substance of the relevant contractual provision is not substantively more onerous than the contractual provisions that the Paying Party was bound by with that FGA (or any other FGA) at 22 February 2005; or

(iii) a contractual provision which is with an RGA Customer and the substance of the relevant contractual provision is not substantively more onerous than the contractual provisions that the Paying Party was bound by with that RGA Customer (or any other RGA Customer) at 22 February 2005; or

(iv) a contractual provision which is with a customer of a member of the Reuters Group who is not an FGA or an RGA Customer and the substance of the relevant contractual provision is not substantively more onerous than the contractual provisions that the Paying Party was bound by with that Reuters' customer at 22 February 2005.

33.3.2 direct losses of a Reuters customer, a Subcontractor of BT under this Agreement and/or a party to a contract with a member of the BT Group relating to the provision of services required by the BT Group to provide the Services claimed against any member of the Reuters Group and relating to a breach by BT of this Agreement or any breach of a duty of care (including negligence) by the BT Group owed to any member of the Reuters Group in relation to BT's performance of its obligations under this Agreement;

33.3.3 restitution of monies paid by Reuters and any member of the Reuters Group to BT and any member of the BT Group pursuant to this Agreement; and

33.3.4 the additional costs and expenses reasonably incurred in procuring and implementing alternative or replacement services, including consultancy costs, the additional costs of management time and personnel costs (which would not have been incurred but for the event that has led to the direct loss) and costs of hardware, software and other equipment and materials.

33.4 Assumption of liability for backed up data

Notwithstanding Clause 33.2 above, but subject always to Clause 33.5 below, BT shall be liable for any reasonable costs of restoring backed-up data (excluding hardware costs), where such restoration is required as the result of a breach of this Agreement by, or negligence of, BT (or any other member of the BT Group or a Subcontractor). Reuters shall:

33.4.1 notify BT of any event that is likely to give rise to a claim to which this Clause relates as soon as reasonably practicable after it becomes aware of such circumstances, save where BT is aware, or applying the standards of Good Professional Practice ought reasonably to be aware, of any loss of data suffered by Reuters; and

33.4.2 permit BT to provide reasonable advice and assistance to Reuters in the conduct of all steps taken to mitigate the results of that breach.

33.5 Financial Caps

The liability of each Party (including the liability of any member of that Party's Group) to the other Party (and the other Party's Group) in relation to the subject matter of this Agreement, whether for breach of contract, in tort (including negligence), for any statutory breach or otherwise shall be limited to:

33.5.1 subject to Clause 33.5.2, * or (where lower) * of the Service Charges in the relevant Contract Year in aggregate for all Losses resulting from events (connected or unconnected) in any Contract Year, any period of twelve (12) months prior to the Closing Date and any period of twelve months from the end of the term of this Agreement and any anniversary thereof; and

33.5.2 * in aggregate,

which (i) shall include all amounts (if any) which the relevant Party is liable for under this Agreement by way of Migration LDs or Migration Surcharge (as applicable) and (ii) shall exclude (for Reuters) obligations to pay the Service Charges and any amounts payable to BT under paragraph 11 of Schedule 6 (*Service Charges*) and (for BT) obligations to pay charges for the Reuters Services.

33.6 References to a Party in Clauses 33.1-33.5 shall be deemed to include in the case of BT, BT and members of the BT Group and, in the case of Reuters, Reuters and members of the Reuters Group.

33.7 Reuters Content

33.7.1 Reuters shall use all reasonable endeavours to ensure that it does not, and shall procure that members of the Reuters Group use all reasonable endeavours to ensure that they do not, use the Services:

(i) to send, upload, download, use or re-use any information or material which is abusive, indecent, defamatory, obscene or menacing;

(ii) to send or provide unsolicited advertising or promotional material or to receive responses to any unsolicited advertising or promotional material sent or provided using the Services by any third party otherwise than in accordance with Applicable Legislation; or

(iii) other than in accordance with Reuters' acceptable use policies.

33.7.2 BT shall notify Reuters in writing if it becomes aware that the Services are being used to send, upload, download, use or re-use any information or material which is abusive, indecent, defamatory, obscene or menacing.

* Text has been redacted for confidentiality

33.7.3 On receipt of a notice from BT pursuant to Clause 33.7.2 (or where Reuters is otherwise aware of the same) Reuters shall use all reasonable endeavours to cease, or procure that the relevant member of the Reuters Group ceases, such offending use of the Service as detailed in that notice (or of which it is otherwise aware).

33.7.4 Where:

(i) an item of the Reuters Content is defamatory (as that term is understood under the laws of England), obscene or otherwise illegal or unlawful; and

(ii) Reuters is aware of such offending use of the Services and such offending use is continuing in nature; and

(iii) by reason of such defamation, obscenity, illegality or unlawfulness there is a reasonable likelihood of: (a) a criminal prosecution being brought against, and criminal sanctions attaching to, BT Personnel; or (b) a member of the BT Group losing its telecommunications licence or suffering a material and detrimental change to the terms of such licence which (in each case) is not of a purely financial nature,

then BT shall have the right to suspend provision of the relevant part of the Services until such time as such offending use has ceased.

33.7.5 Reuters shall indemnify BT and any other member of the BT Group against all Losses they incur in connection with any allegation, claim or judgment (in each case in respect of civil proceedings only) that the Reuters Content is defamatory (as that term is understood under the laws of England), obscene, illegal, unlawful or infringes any third party Intellectual Property, provided that BT and the other members of the BT Group:

(a) notify Reuters in writing of any allegation, claim or proceedings as soon as reasonably practicable after first becoming aware of the same;

(b) make no admission relating to the allegation, claim or proceedings;

(c) allow Reuters to conduct all negotiations and proceedings;

(d) give Reuters all reasonable assistance (at Reuters' request and cost); and

(e) subject to the foregoing, act to mitigate any such Losses.

33.7.6 Reuters shall indemnify BT and any other member of the BT Group against all fines as a result of a judgment by a court of competent jurisdiction that the Reuters Content is defamatory (as that term is understood under the laws of England), obscene, illegal, unlawful or infringes any third party Intellectual Property and that such defamation, obscenity, illegality, unlawfulness or infringement constitutes a criminal offence or quasi-criminal sanction, provided that BT and the other members of the BT Group:

(a) notify Reuters in writing of any allegation, claim or proceedings as soon as reasonably practicable after first becoming aware of the same; and

(b) act to mitigate any such fines.

33.8 Each Party shall be liable to the other for the acts and omissions of its nominee(s) made under Clause 37.3 (*Nomination of Group Members under Local Agreements*) (and (as applicable) the relevant member(s) of the Reuters Group or the BT Group) arising under or in connection with this Agreement as if they were its own.

Part I. Duration

34 Duration

This Agreement shall come into effect on the Signing Date and will remain in force, subject to Clause 35 (*Grounds for Termination*), until the expiry of the Initial Term.

35 Grounds for Termination

35.1 Without prejudice to other rights, either Party will have the right forthwith on notice to terminate this Agreement if:

35.1.1 any procedure is commenced with a view to the winding-up or re- organisation of the other (other than for the purposes of a solvent amalgamation or reconstruction) which has a reasonable prospect of success; or

35.1.2 an administrator, liquidator, receiver, administrative receiver or trustee in bankruptcy is appointed in relation to the other or all or substantially all of the assets of the other; or

35.1.3 all or substantially all of the assets (or, as applicable, undertaking) of the other are subject to attachment, sequestration, execution, the enforcement of Encumbrances or other security rights or any similar process; or

35.1.4 the other Party is unable to pay its debts as they fall due or enters into a composition or arrangement with its creditors generally or any class of them; or

35.1.5 anything analogous to any of the events described in Clauses 35.1.1 to 35.1.4 (inclusive) occurs in any jurisdiction.

35.2 Without prejudice to the other rights it may have under this Agreement, Reuters will have the right, forthwith on written notice:

35.2.1 to terminate this Agreement if BT (or, as applicable, any other member of the BT Group) commits a material breach of this Agreement (or a series of breaches which when taken together are material) which is not related to the payment of charges, and BT fails to remedy that breach or those breaches (where capable of remedy) within 60 days of receipt of written notice to do so;

35.2.2 to terminate a Connection if BT (or as applicable, any other member of the BT Group) commits a material breach of this Agreement relating to that Connection (or a series of breaches which when taken together are material) which is not related to the payment of charges, and BT fails to remedy that breach or those breaches (where capable of remedy) within 60 days of receipt of written notice to do so;

(ii) (except where in Reuters' sole opinion (acting reasonably) any such communication with the RGA Customer would have a further detrimental impact on Reuters' relationship with that RGA Customer) Reuters has (acting reasonably and in good faith) given BT the opportunity to contact the relevant RGA Customer in order to seek to resolve its concerns (such contact to be, at Reuters' request, conducted jointly by Reuters and BT with the Parties agreeing in advance strategy, aims and objectives) and notwithstanding any such contact that RGA Customer has not withdrawn its written request;

*

35.2.4 to terminate an Additional Service if BT (or, as applicable, any other member of the BT Group) commits a material breach of this Agreement relating to the Additional Service (or a series of breaches which when taken together are material) which is not related to the payment of Charges, and BT fails to remedy that breach or those breaches (where capable of remedy) within 60 days of receipt of written notice to do so, unless the specific terms under which that Additional Service is or are provided expressly prohibits partial termination;

35.2.5 to terminate that part of the Agreement that BT (or, as applicable, any other member of the BT Group) is not permitted under Applicable Legislation to deliver (and which BT has failed to deliver) in accordance with this Agreement (other than to the extent resulting from: (i) a Force Majeure Event; or (ii) an act or omission of a member of the Reuters Group);

35.2.6 to terminate the Agreement if BT (or, as applicable, any other member of the BT Group) commits a material breach of its obligation to pay charges for the Reuters Services and fails to remedy that breach within 90 days of notice to do so (Reuters acknowledging that the non-payment of any invoice disputed in good faith by BT in accordance with this Agreement shall not be treated by the Parties as a breach of payment obligations under this Agreement);

* Text has been redacted for confidentiality

35.2.7 to terminate the Agreement if BT (or, as applicable, any other member of the BT Group) becomes * at any time in the period of * from the Closing Date and such *;

35.2.8 to terminate the Agreement if at any time in the period of * from the Closing Date BT (or, as applicable, any other member of the BT Group) *:

(i) BT or the relevant member of the BT Group has *;

(ii) BT or the relevant member of the BT Group has *;

(iii) BT or the relevant member of the BT Group has *; and

(iv) Reuters and BT have *;

35.2.9 to terminate the Agreement if at any time in the period of five (5) years from the Closing Date any person which is (or which Controls or is Controlled by another company) engaged in or carries on a Reuters Competing Business (and such Reuters Competing Business has had in the twelve (12) months prior to the acquisition a material adverse effect on an activity which is core to the Reuters Group's (excluding the Radianz Group) business activities at the Signing Date) (which effect Reuters can provide reasonable evidence to substantiate) acquires control of BT; or

35.2.10 to terminate that part of the Agreement subject to a delay or failure to perform any of BT's obligations due to a Force Majeure Event which continues for more than *.

35.3 Without prejudice to the other rights it may have under this Agreement, BT will have the right, forthwith on written notice to terminate this Agreement:

* Text has been redacted for confidentiality

35.3.1 to terminate the Agreement if Reuters (or, as applicable, any other member of the Reuters Group) becomes * at any time in the period of * from the Closing Date and such *;

35.3.2 to terminate the Agreement if at any time in the period of * from the Closing Date Reuters (or, as applicable, any other member of the Reuters Group) *:

(i) Reuters or the relevant member of the Reuters Group has *;

(ii) Reuters or the relevant member of the Reuters Group has *;

(iii) Reuters or the relevant member of the Reuters Group has *; and

(iv) Reuters and BT have *;

or

35.3.3 to terminate the Agreement if at any time in the period of five (5) years from the Closing Date any person which is (or which Controls or is Controlled by another company) engaged in or carries on a BT Competing Business (and such BT Competing Business has had in the 12 months prior to the acquisition a material adverse effect on an activity which is core to the BT Group's business activities at the Signing Date) (which effect BT can provide reasonable evidence to substantiate) acquires control of Reuters.

35.4 In the event that a customer of the Reuters Group has expressed its dissatisfaction with a Reuters Customer Service affected by a breach of this Agreement giving rise to a right of termination for Reuters, Reuters shall notify BT of such dissatisfaction and the Parties shall, acting reasonably and in good faith, discuss ways to remedy such dissatisfaction. For the avoidance of doubt, this Clause 35.4 shall not require Reuters to make any payments to a customer by way of remedy (unless it has first received cleared funds in an amount equal to such payment from BT).

* Text has been redacted for confidentiality

35.5 Without prejudice to other rights it may have under this Agreement, BT will have the right forthwith on written notice to terminate this Agreement if Reuters commits a material breach of its obligation to pay Service Charges under this Agreement and fails to remedy the breach within 90 days of a notice to do so (BT acknowledging that the non-payment of any invoice disputed in good faith by Reuters in accordance with this Agreement shall not be treated by the Parties as a breach of payment obligations under this Agreement).

36 Consequences of Termination

36.1 Effect of Termination

36.1.1 Subject to Clause 36.1.2, on termination or expiry of this Agreement all the rights and obligations of the Parties shall forthwith cease, except for any provision of this Agreement which is expressed to continue in force after the termination or expiration of this Agreement including, in particular but without limitation, Clauses 1, 2, 3, 5.5, 6.7, 6.8, 6.9, 6.11, 6.12, 6.13, 6.16, 6.17, 6.18, 6,19, 6.21, 7.3.1, 7.3.2, 8.3, 8.4, 17, 18, 22.1, 22.2, 22.3.1, 22.4, 23, 24, 25, 26, 29, 30, 31, 33, 36, 38, 39, 40, 41, 42, 43, 44, 46, 48, 49 and 50 and Schedules 1, 2 (Part 1D), 3B, 6, 13 and 15. Termination or expiry of this Agreement will not prejudice any right, liability or remedy of either Party accruing on or before such termination or expiry.

36.1.2 This Agreement (excluding Clause 5.4) shall continue in full force and effect (save where expressly provided to the contrary in this Agreement or agreed otherwise by the Parties in writing) throughout the Exit Period.

36.2 Obligations on Termination or Expiry

36.2.1 Reuters shall in any of the following circumstances issue to BT a notice in writing that it wishes to receive Exit Services and Exit Assistance in accordance with the terms of Schedule 15 (*Exit Provisions) (an "**Exit Notice**") :*

(i) either Party serves a notice to terminate this Agreement in accordance with Clause 35 (for any reason), in which circumstances the notice of termination shall be deemed to be the Exit Notice;

(ii) in connection with the expiry of this Agreement, such Exit Notice not to be given prior to the date falling six (6) months after the seventh anniversary of the Closing Date); or

(iii) in connection with a Business Transfer Event.

36.2.2 On and from the receipt by BT of an Exit Notice, each Party shall comply with the provisions of Schedule 15 (*Exit Provisions*), save that BT may (acting reasonably and good faith) by providing written notice to Reuters as soon as reasonably practicable after receipt of the Exit Notice, elect not to provide Exit Services or Exit Assistance in connection with a Business Transfer Event where the relevant purchaser is (i) a competitor of BT or a member of the BT Group and/or (ii) a person with whom a member of the BT Group has threatened or ongoing legal proceedings at the time of the Exit Notice or has had, within the past three years, threatened or actual material legal proceedings.

36.2.3 On termination (including expiry) of this Agreement (or part thereof) for any reason all licences (whether express or implied) granted by Reuters to the BT Group for the purposes of or otherwise in connection with the terminated Service or Services shall automatically cease with effect from that termination.

Part J. Operation of Local Agreements

37 Operation of Local Agreements

37.1 Use of Local Agreements

At any time during the Initial Term one Party may indicate to the other by notice that it considers for legal, regulatory or tax reasons that a Local Agreement needs to be put in place in respect of a particular territory. That notice shall set out the Party's reasons in reasonable detail and include a draft form of the proposed Local Agreement. Where the other Party agrees that such a Local Agreement is required or appropriate, then:

37.1.1 where BT nominates, in accordance with Clause 37.3 (*Nomination of Group Members under Local Agreements*), a member of the BT Group to perform BT's obligations in accordance with this Agreement, Reuters shall or, shall procure that the member of the Reuters Group which is receiving the Services or (where applicable) a Reuters Group customer, or if more than one, the two or more of them (in either case) shall, promptly enter into a Local Agreement with BT's nominee, and BT shall procure that its nominee also promptly enters into that Local Agreement; and

37.1.2 where Reuters nominates, in accordance with Clause 37.3 (*Nomination of Group Members under Local Agreements*), a member of the Reuters Group to perform Reuters' obligations in accordance with this Agreement, BT shall or, shall procure that the member of the BT Group which is providing the Services, or if more than one, only one of them shall, promptly enter into a Local Agreement with Reuters' nominee in respect of the Services for which payment is to be made by the member of the Reuters Group, and Reuters shall procure that its nominee also promptly enters into that Local Agreement.

Where the other Party does not agree either that a Local Agreement is required or appropriate for legal, regulatory or tax purposes or that the form of Local Agreement prepared complies with Clause 37.2 (*Form of Local Agreements*), it shall indicate that by notice to the original Party setting out its reasons in reasonable detail, and the matter may be referred by either Party to the Dispute Resolution Procedure.

37.2 Form of Local Agreements

Where a Local Agreement is required pursuant to Clause 37.1, each such Local Agreement shall include such provisions (if any):

37.2.1 as are appropriate to reflect Applicable Legislation; and

37.2.2 as may be necessary to give effect to any exercise of either Party's rights under this Agreement,

in either case from time to time, and no other provisions save to the extent agreed by the Parties in writing.

37.3 Nomination of Group Members under Local Agreements

Either Party shall be entitled by reasonable prior notice to the other Party to nominate a member of the Reuters Group or a member of the BT Group, as the case may be, to perform under any of the Local Agreements, and each such nomination shall be of a member of the Reuters Group or the BT Group, as the case may be, which is resident (for tax purposes), including by way of a registered branch, as follows:

37.3.1 for Services to be supplied in the United Kingdom, in the United Kingdom; or

37.3.2 for Services to be supplied in any other country, either:

(i) in the United Kingdom; or

(ii) in the country in which the Services are to be supplied.

37.4 Compliance by Group Members

Where a Local Agreement is entered into by a member of the Reuters Group, or by a member of the BT Group, the Party concerned shall procure compliance by the relevant member of the Reuters Group or the relevant member of the BT Group (as the case may be) with that Local Agreement.

Part K. Miscellaneous

38 Non-solicitation

Each Party agrees that during the period of this Agreement and for 12 months after the termination (howsoever arising) of this Agreement, it shall not and shall procure that members of its Group shall not, directly or indirectly, solicit for employment any staff (including contractors) of the other Party or its Group who (in respect of the staff and contractors of the BT Group) have been directly involved with the provision of the Services without the prior agreement in writing of the other Party save to the extent permitted under Schedule 13 (*Employment Provisions*) or the Exit Arrangements.

39 Force Majeure

39.1 Force Majeure Procedure

If either Party is delayed, hindered in or prevented from performing any of its obligations under this Agreement by a Force Majeure Event, and save to the extent that such Party could have avoided such circumstances by (i) fulfilling its obligations in accordance with Clause 11 and Schedule 1(E) (*Disaster Recovery*) and (ii) providing the relevant Connections with the resiliency required by the appropriate Service Category, then:

39.1.1 to the extent that such Party is delayed, hindered in or prevented from performing such obligations, that Party's obligations under this

Agreement shall be suspended for so long as the Force Majeure Event continues;

39.1.2 as soon as reasonably practicable after commencement of the Force Majeure Event, that Party shall notify the other of the occurrence of the Force Majeure Event and within a reasonable time thereafter shall set out in writing and deliver to the other Party a summary of the effects of the Force Majeure Event on its ability to perform its obligations under this Agreement;

39.1.3 that Party shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations under this Agreement; and

39.1.4 as soon as reasonably practicable after the cessation of the Force Majeure Event, that Party shall notify the other Party of the cessation of the Force Majeure Event and shall resume performance of the affected obligations under this Agreement in accordance with this Agreement.

39.2 Suspension of Payment Obligations

For so long as BT's Service obligations are suspended pursuant to Clause 39.1 (*Force Majeure Procedure*) Reuters' corresponding payment obligations under Clause 26 (*Charges*) in relation to the affected Service shall also be suspended. For so long as Reuters' Reuters Services obligations are suspended pursuant to Clause 39.1 (*Force Majeure Procedure*), BT's corresponding payment obligations under this Agreement shall also be suspended.

40 Entire Agreement

40.1 This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and it supersedes all previous agreements and understandings between the Parties.

40.2 Subject always to Clause 33.1, each Party acknowledges that, in entering into this Agreement, it does not do so on the basis of or in reliance upon any representations, promises, undertakings, warranties or other statements (whether written or oral) of any nature whatsoever except as expressly repeated in this Agreement.

40.3 Subject always to Clause 33.1, neither Party shall have any right of action against the other Party to this Agreement arising out of or in connection with any representation, promise, undertaking, warranty or other statement (whether written or oral) of any nature whatsoever except to the extent that it is expressly repeated in this Agreement.

40.4 All conditions, warranties or other terms implied by statute or common law are hereby excluded to the fullest extent permitted by law.

40.5 Without prejudice to the generality of Clause 40.1, the Parties agree that the following agreements between them shall be terminated with effect from the Closing Date and that all any rights, liabilities and remedies arising under such agreements shall hereby cease and be extinguished:

40.5.1 the letter of intent dated 28 September 2004 (as amended and supplemented by a further letter of intent dated 28 January 2005) relating to the NASH project in respect of dedicated Wavestream and LES services providing connectivity between four Reuters core sites and one Reuters remote site;

40.5.2 any letters of intent (and amendments thereto) relating to BT's test network.

41 Severability and Invalidity

41.1 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:

41.1.1 the legality, validity or enforceability in that jurisdiction of any other provision of this Agreement;

41.1.2 the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Agreement; or

41.1.3 under the law of any jurisdiction, any provision of any other agreement related to, or arising out of, or which forms part of, this Agreement or of which this Agreement forms part.

41.2 Without prejudice to Clause 41.1, should any competent authority or court indicate that this Agreement will only be exempt from, or fall outside the scope of, any Applicable Legislation if it is amended in certain respects or any provision of this Agreement be discovered or declared (whether formally or informally) by any competent authority or court to be legally void or unenforceable in whole or in part, then the Parties shall meet with a view to reaching agreement upon amendments that are acceptable to the competent authority or court and most nearly achieve the object of the objectionable, allegedly void or unenforceable provision and as nearly as possible meet the commercial expectations of the Parties when they entered into this Agreement and do not materially disadvantage either Party and upon such other amendments as may be appropriate, having regard to the changed nature of the Agreement. Where such amendments have been agreed by the Parties this Agreement shall be amended in accordance with Clause 42.1 to reflect such agreement.

42 Amendments, Variation and Waiver

42.1 Amendments

No amendment or variation of the terms of this Agreement shall be effective unless it is made or confirmed in a written document signed in manuscript by duly authorised signatories of both Parties.

42.2 Waiver

42.2.1 No delay, omission or forbearance by either Party hereunder to exercise or enforce any right, power or remedy arising under or in connection with this Agreement shall operate as a waiver of that or any other right, power or remedy, and any single or partial exercise or enforcement thereof shall not preclude any other or further exercise or enforcement thereof or the exercise or enforcement of any right, power or other remedy.

42.2.2 A waiver of a breach of or default under any of the terms of this Agreement does not constitute a waiver of any other breach or default and shall not affect the other terms of this Agreement. All waivers must be in writing and must specifically refer to being waivers of this Agreement.

42.2.3 The rights, powers and remedies provided in this Agreement are cumulative and (subject as otherwise provided in this Agreement) are not exclusive of any right, power or remedy provided by law or by any other agreement or document.

43 No Partnership or Agency

Nothing in this Agreement, nor any document referred to in it, nor any arrangement contemplated by it shall be construed as creating a partnership, joint venture, association or other co-operative entity between the Parties for any purpose whatsoever. Neither Party shall have the power or authority to bind the other Party or impose any obligations on it to the benefit of any third party and neither Party shall purport to do so or hold itself out as capable of doing so in relation to the other Party.

44 Assignment

Neither Party may assign, novate, sub-license, transfer, make a declaration of trust over or otherwise dispose in law or equity of any of its rights or obligations (a “**Transfer**”) under this Agreement without the prior written consent of the other Party (such consent not to be unreasonably withheld), save that:

44.1 BT may on written notice to Reuters effect a Transfer to another member of the BT Group without Reuters’ consent provided that BT remains liable for BT’s obligations under this Agreement in addition to the assignee; and

44.2 Reuters may on written notice to BT effect a Transfer to another member of the Reuters Group without BT’s consent provided that Reuters remains liable for Reuters’ obligations under this Agreement, in addition to the assignee.

45 Subcontractors

45.1 Right to Subcontract

45.1.1 Subject to Clause 45.1.2, each Party shall be entitled to freely subcontract the whole or any part of its obligations under this Agreement, to subcontractors. The appointment of a subcontractor shall not relieve or excuse that Party of responsibility or liability under this Agreement, nor shall performance of that Party's obligations be affected by such appointment, and that Party shall be liable for the acts and omissions of its subcontractors as if they were acts or omissions of that Party. Where a Party subcontracts pursuant to this Clause 45, that Party will be solely responsible for engaging such subcontractors at no additional charge to the other Party.

45.1.2 Neither Party shall enter into any subcontract without the other Party's prior written consent (such consent not to be unreasonably withheld or delayed) with a competitor of the other Party or a member of that other Party's Group.

45.1.3 If a Party becomes engaged in legal proceedings or has had, within the past three years, threatened or actual material legal proceedings with a subcontractor of the other Party it may notify the other Party that it requires that Party to cease using that subcontractor to provide the Services. In such circumstances both Parties shall use all reasonable endeavours to cease the use of that subcontractor to provide the Services as soon as reasonably practicable subject to any minimum contractual term commitments.

45.1.4 Clause 45.1.2 shall not prevent or restrict BT from entering into a contract with: (i) an individual (or a corporate entity set up by that individual for the purpose of entering into such a contract with BT) to engage that individual in the provision of services to BT in connection with the provision of the Services; (ii) any corporate entity which provided services to Reuters, members of the Reuters Group, Radianz or members of the Radianz Group during the Standard Period; (iii) any entity within the BT Group, including Radianz; or (iv) any person in their capacity as a provider of services to the BT Group as a whole.

45.1.5 BT expressly acknowledges and understands that the default of any Subcontractor shall not constitute a Force Majeure Event and nor shall it excuse or delay in any way BT from the performance of its obligations hereunder (unless such default of the Subcontractor is itself the result of a Force Majeure Event).

45.1.6 BT shall ensure that all Subcontractors with whom contracts are entered into after the date hereof are subject to obligations of confidentiality in respect of Reuters Group's Confidential Information that are no less stringent than BT is subject to under this Agreement.

45.2 Third Party Services

45.2.1 Where, in a particular jurisdiction, BT finds it necessary (whether for legal, regulatory or licensing reasons), for a Service, or part of a Service, to be provided directly to Reuters or a customer of a member of the Reuters Group by a legal entity other than a member of the BT Group (a "**Third Party Service Provider**") pursuant to a separate agreement which is not a Local Agreement to this Agreement (a "**Third Party Service Agreement**"), BT will arrange, on behalf of Reuters, for the Third Party Service to be provided pursuant to a Third

Party Service Agreement between Reuters or a customer of a member of the Reuters Group and a Third Party Service Provider.

45.2.2 BT will use all reasonable endeavours throughout the term of this Agreement to reduce the number of jurisdictions to which Clause 45.2.1 applies.

45.2.3 Where the legal, regulatory or licensing reason referred to in Clause 45.2.1 is unique to BT in the relevant jurisdiction, BT shall indemnify Reuters (Reuters acting reasonably to mitigate its Losses) and each member of the Reuters Group against any and all Losses (including, without limitation, charges to taxation) which they incur in connection with or arising from the implementation of any Service delivery structure made pursuant to Clause 45.2.1.

45.2.4 Where the legal, regulatory or licensing reason referred to in Clause 45.2.1 is not unique to BT, BT shall indemnify Reuters (Reuters acting reasonably to mitigate its Losses) and each member of the Reuters Group against any and all Losses (including, without limitation, charges to taxation) which they incur in connection with or arising from the implementation of any Service delivery structure made pursuant to Clause 45.2.1 but only to the extent such Losses are materially greater than the Losses Reuters would have incurred from an alternative telecoms provider achieving standards of Good Professional Practice in the same jurisdiction.

46 Notices

46.1 Form of Notices

All notices and other communications relating to this Agreement:

46.1.1 shall be in English and in writing;

46.1.2 shall be delivered by hand or sent by post or facsimile (e-mail is not permitted); and

46.1.3 shall be delivered to or sent to the Party concerned at the relevant address or number, as appropriate, and marked as shown in Clause 46.2 (*Initial Details of the Parties*), subject to such amendments as may be notified from time to time in accordance with this Clause 46 by the relevant Party to the other Party, except that no Party may so notify an address outside England and Wales,

and shall take effect:

(i) if delivered, upon delivery;

(ii) if posted, at the earlier of the time of delivery and (if posted in the United Kingdom by first class registered post) 10.00 a.m. on the second Business Day after posting; or

(iii) if sent by facsimile, when a complete and legible copy of the communication, whether that sent by facsimile or a hard copy sent by post or delivered by hand, has been received at the appropriate address, provided that if any communication would otherwise become effective on a non-Business Day or after 5.00 p.m. on a Business Day, it shall instead become effective at 10.00 a.m. on the next Business Day and, if it would otherwise become effective before 9.00 a.m. on a Business Day, it shall instead become effective at 10.00 a.m. on that Business Day.

46.2 Initial Details of the Parties

The initial details for the purposes of Clause 46.1 (*Form of Notices*) are:

Party: Reuters
Address: 85 Fleet Street, London EC4P 4AJ
Facsimile No: +44 (0)20 7542 7591
Marked for the Attention of: Barry Woodward
With a copy to: Group General Counsel
Address: as above
Facsimile No: +44 (0)20 7542 5406
Party: BT
Address: BT Centre, 81 Newgate Street, London, EC1A 7AJ
Facsimile No: +44(0)20 7726 8564
Marked for the Attention of: Guy Spelman
With a copy to: Group General Counsel
Address: as above
Facsimile No: +44 (0)20 7600 6891

47 Counterparts

47.1 Any Number of Counterparts

This Agreement may be executed in any number of counterparts, and by the Parties on separate counterparts, but shall not be effective until each of the Parties has executed at least one counterpart.

47.2 Each Counterpart an Original

Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute but one and the same instrument.

48 Costs

Each Party shall be responsible for and bear all the costs, charges and expenses incurred by it in connection with and incidental to the preparation and completion of this Agreement and the Ancillary Agreements.

49 Third Party Rights

The Parties do not intend any provision of this Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999. BT and Reuters may by agreement amend this Agreement and any Local Agreement (but not a Local Agreement to which it is not a Party) without obtaining the consent of other members of the BT Group or Reuters Group.

50 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of England.

The Parties have shown their acceptance of the terms of this Agreement by signing it at the end of the Schedules.

Schedule 1
Definitions

In this Agreement:

"**Additional Services**" means a Service or Services not being the Existing Services or the New Services which the Parties agree in accordance with Clause 5.3 shall be supplied under this Agreement. At the date of this Agreement, the Parties agree that the services in respect of Nash set out in Schedule 2 Part 3A and the satellite services set out in Schedule 2 Part 3B are each an Additional Service under this Agreement;

"**Agreed Principles**" means the principles set out in BS7799. The Parties agree, acting reasonably and in good faith, that they will agree the scope and extent of the application of BS7799 to the New Services;

"**Applicable Legislation**" means any and all

(i) legislation (including statute, statutory instrument, treaty, regulation, directive, by-law, decree) and common law;

(ii) regulatory licence conditions relating to either Party, the Services or the Reuters Services;

(iii) judgments, resolutions, decisions, orders, notices or demands of a competent court, tribunal, regulatory body or governmental authority that have legal effect; and

(iv) codes and mandatory guidelines having legal effect,

in each case in any jurisdiction relevant to the Parties, the Services, the Reuters Services or to matters dependent on or affected by the Services or the Reuters Services;

"**Auditor**" shall have the meaning given to it in Clause 17;

"**Authorised Personnel**" means employees of Radianz who, at the Closing Date, have authorised access to Reuters' internal network (IME) or any other BT Personnel subsequently authorised by Reuters to have such access;

"**Availability**" means:

(i) in respect of the New Services; the time during which New Services operate correctly without failure over the Measurement Period; and

(ii) in respect of the Nash Services, the time during which the Nash Services operate correctly without failure over a calendar month;

"**BT Competing Business**" means a business which competes with activities that are the same as or substantially similar to any of the activities conducted by or on behalf of BT or a member of BT Group or a member of the Radianz Group as at the Signing Date which are BT Group core business activities, which shall include (without limitation) the provision of:

(i) communication supply: and

(ii) ICT outsourcing and managed ICT services.

but which shall exclude: (a) any other activities the same or substantially similar to activities conducted as at the Signing Date by or on behalf of Reuters or a member of the Reuters Group existing as at the Signing Date; (b) systems integration; and (c) consulting services;

Back to Contents

"**BT Failure**" means a failure by BT to comply with any of its obligations set out in this Agreement;

"**BT Group**" means all or any of the following from time to time: BT, its subsidiaries and subsidiary undertakings and any parent undertaking of BT, and all other subsidiaries and subsidiary undertakings of any parent undertaking of BT and "**member of the BT Group**" shall be construed accordingly;

"**BT Group Company**" means a company that is a member of the BT Group;

"**BT Premises**" means premises owned, leased or used by any member of the BT Group or its Subcontractors to provide any part of the Services, excluding any Facility but including any back-up premises retained for disaster recovery or business continuity purposes;

"**BT Representative**" means the individual nominated by BT as the representative of BT for the purposes of this Agreement from time to time and any temporary replacement appointed pursuant to Clause 16.2;

"**BT Supplied Software**" has the meaning given in Clause 22.4 (*BT Supplied Software*);

"**BT System**" means any hardware, software or network equipment and information technology or communication systems owned or used by a member of the BT Group (including Radianz) or a Subcontractor;

"**BT Tools**" has the meaning given in Clause 9.4.2(i) (*Deliveries and Maintenance*);

"**Buffer Period"** means:

a period of one (1) month immediately following the date on which:

(i) a Migration Failure occurs in respect of the Migration Milestone numbered 1 or 2 in Schedule 4 (*Migration Milestones*); and

(ii) a failure occurs by or on behalf of Reuters to provide, deliver or complete the Migration Dependency numbered 1 or 2 in Schedule 9 (*Migration Dependencies*); and

a period of two (2) months immediately following the date on which:

(iii) a Migration Failure occurs in respect of the Migration Milestone numbered 3 in Schedule 4 (*Migration Milestones*); and

(iv) a failure occurs by or on behalf of Reuters to provide, deliver or complete the Migration Dependency numbered 3A in Schedule 9 (*Migration Dependencies*).

"**Business Day**" means a day (not being a Saturday or Sunday) when banks generally are open in the City of London for the transaction of normal banking business;

"**Business Transfer Event**" means the sale, transfer or other divestment, by sale of shares, assets or otherwise, of any member of the Reuters Group or the whole or part of the business of any member of the Reuters Group (which, in each case, is a direct or indirect recipient of the Services);

"**CEDR**" means the Centre for Dispute Resolution, London;

"**CEDR Model Procedure**" means the CEDR Model Mediation Procedure;

"**Change**" means an issue, other than an Order, that the parties have agreed (whether expressly in this Agreement or otherwise) shall be progressed and agreed through the Change Control Procedure;

"**Change Control Procedure**" means the process set out in Part 1 of Schedule 12 (*Change Management*);

"**Closing Date**" means the date on which the conditions precedent set out in Clause 4 (*Conditions Precedent)* are satisfied;

"**Code**" means Reuters' code of conduct and the Reuters electronic communications code and all other reasonable health and safety policies;

"**Communications Assets**" means the telecommunications and IT related assets (but excluding, for the avoidance of doubt, software) owned by or leased or licensed to, Reuters or a member of the Reuters Group over which services provided under the Previous NSA were provided to the Reuters Group and its customers during the Standard Period;

"**Confidential Information**" has the meaning given in Clause 24.4 (*Confidentiality*);

"**Connection**" means a logical connection (including, where necessary to provide that logical connection, a physical circuit) providing connectivity between a:

(i) Reuters MTC and a Facility or a facility of a supplier to the Reuters Group; or

(ii) DVB PoP at a BT Premises and a Facility or a facility of a supplier to the Reuters Group,

which, in each case, is sufficient to allow the provision of the New Services, and "Connected" will be interpreted accordingly;

"**Contract Year**" means a period of twelve (12) months from the Closing Date and each subsequent anniversary of the Closing Date;

"**Control**" means, in relation to a company, the ability of a person to ensure that the activities and business of that body corporate are conducted in accordance with the wishes of that person, and a person shall be deemed to have Control of a company if it possesses or is entitled to acquire the majority of the issued share capital or the voting rights in that company, and "**Controlled**" shall be construed accordingly;

"**Core Jurisdictions**" means Australia, Austria, Belgium, Canada, Cayman Islands, Channel Islands, France, Germany, Hong Kong, Italy, Japan, Luxembourg, Netherlands, Portugal, Singapore, Spain, Sweden, Switzerland, United Kingdom and United States;

"**Core Network**" has the meaning given to it in paragraph 2.1.1 of Schedule 2 Part 1B (*New Services*);

"**CRMCs**" means the Reuters Customer Relationship Management Centres (being a Reuters internal department acting as a central point for customers requesting assistance) and references to "**CRMC**" shall mean any one of them;

"**Customer Operations Manual**" means the operational handbook provided by BT to Reuters, as amended from time to time;

“**Data Protection Legislation**” means the Data Protection Act 1998 and the Privacy and Electronic Communications (EC Directive) Regulation 2003, all applicable legislation implementing European Community Directives 95/46 and 2002/58, and all applicable equivalent data protection legislation in any other country where the Services are supplied under this Agreement;

“**Dependencies**” means the Migration Dependencies and the Services Dependencies;

“**Dispute Resolution Procedure**” means the procedure described in Clause 18 (*Dispute Resolution*);

“**Employees**” means those employees or workers who are, immediately prior to the Closing Date, employed by Reuters or a member of the Reuters Group wholly or mainly in the provision to Reuters and/or the Reuters Group of services equivalent to the Existing Services;

“**Encumbrances**” means all options, restrictions, liens, mortgages, charges, equities and other encumbrances (whether monetary or not), and all other similar exercisable rights or security interests of any kind whatsoever;

“**Equant**” means Equant Network Services Limited, a company incorporated in Ireland with its registered address at Garryard House, 25-26 Earlsfort Terrace, Dublin 2, Ireland;

“**Equant PSA**” means the partner services agreement between Equant and Radianz dated 20 October 2004;

“**Equipment**” means any equipment owned or leased by BT, a member of the BT Group, or a Subcontractor which relates to the provision of the Services;

“**European Regulations**” means the Applicable Legislation implementing the provisions of EC Directives nos. 77/187 and 2001/23 or any equivalent or replacement thereof;

“**European Transferring Employees**” means any Transferring Employees located in a country in which the European Regulations apply;

“**Existing Services**” means the services set out in Part 1A of Schedule 2 (*Services Description*) and the services listed in Part 1C to Part 1E (inclusive) of Schedule 2 (*Services Description*) which relate to those services;

“**Existing Services Contract**” means any agreement between Reuters (or a member of the Reuters Group) and a third party pursuant to which that third party provides Reuters (or a member of the Reuters Group) with a local tail circuit or hosting services used in the provision of the Existing Services, but only to the extent that the agreement relates to the Existing Services;

“**Exit Assistance**” has the meaning given in Schedule 15 (*Exit Provisions*);

“**Exit Notice**” has the meaning given in Clause 36.2.1;

“**Exit Period**” means: *

* text has been redacted for confidentiality

"**Exit Services**" means the Services that are the subject of the Exit Notice;

"**Expert**" has the meaning given to it in Clause 18.7 (*Further Escalation and Reference to Mediation*);

"**Facilities**" means, together, the Sites and the facilities of customers of members of the Reuters Group (and "**Facility**" shall be construed accordingly);

"**FGA**" means a key customer of Reuters Group which is designated by Reuters as being a Focus Group Account from time to time and which is of a reasonably similar nature to those in place as at 22 February 2005;

"**Force Majeure Event**" means, in relation to either Party, any of the following events affecting its ability to perform its obligations under this Agreement to the extent such event is beyond such Party's reasonable control:

(i) strike, lock-out or any other industrial action or labour dispute not solely affecting the personnel of the claiming Party, other members of its Group or (in the case of BT) a Subcontractor;

(ii) act of war (whether declared or undeclared), invasion, armed conflict, or act of foreign enemy, blockade, embargo, revolution, riot, civil commotion, sabotage, terrorism or the threat of sabotage or terrorism;

(iii) act of state or other exercise of sovereign, judicial or executive prerogative by any competent governmental authority, court, tribunal or regulatory body except to the extent that they constitute remedies or sanctions lawfully exercised by such bodies or authorities as a result of any breach by the claiming Party of any Applicable Legislation in effect on the Signing Date;

(iv) Regulatory Change where such Regulatory Change could not be anticipated by a claiming Party (acting in accordance with Good Professional Practice) sufficiently far in advance to adapt appropriately the provision of the affected Service or otherwise to mitigate the impact of the Regulatory Change;

(v) epidemic, plague, explosion, chemical or radioactive contamination or ionising radiation, lightning, a material absence of free love, earthquake, flooding, fire, cyclone, hurricane, typhoon, tidal wave, whirlwind, storm, volcanic eruption and other unusual and extreme adverse weather or environmental conditions or action of the elements, meteorites or objects falling from aircraft or other aerial devices, alien invasion, or the occurrence of pressure waves caused by aircraft or other aerial devices travelling at supersonic speed; or

(vi) act of God.

For the avoidance of doubt, a Force Majeure Event affecting a member of the BT Group or a Subcontractor shall, to the extent it affects their ability to perform BT's obligations under this Agreement, be deemed to be a Force Majeure Event affecting BT to that extent and a Force Majeure Event affecting a member of the Reuters Group shall to the extent it affects their ability to perform Reuters' obligations under this Agreement, be deemed to be a Force Majeure Event affecting Reuters to that extent;

Back to Contents

"**GMC**" means Reuters' General Management Committee being the Reuters Group management committee which is the governing body of the Reuters Group and is responsible for approving all Reuters Group strategies and setting the Reuters Group strategic agenda Reuters' General Management Committee;

"**Global Service Forum**" means the top level Reuters service oversight group (the objectives of which are set out in paragraph 2 of Schedule 2 Part 1C (*Service Management*);

"**Good Professional Practice**" means good practices, methods and procedures (or one of a range of practices, methods and procedures) which would be adopted by (in respect of BT) a leading operator or (in respect of Reuters) a sophisticated customer exercising in the general conduct of its undertaking that degree of skill, diligence, prudence and foresight which would ordinarily and reasonably be expected from (in respect of BT) a leading operator engaged in the business of providing services which are the same as or substantially similar to the Services or (in respect of Reuters) a sophisticated customer receiving services which are the same as or substantially similar to the Services;

"**Government**" means any court, government, regulatory agency or authority (in each case whether international, national or local and in any jurisdiction);

"**Group**" means:

(i) in relation to Reuters, the Reuters Group; and

(ii) in relation to BT, the BT Group.

"**Inaccurate Data**" has the meaning given to the term in Clause 27.1;

"**Incident"** means an event which causes or may cause an interruption to or reduction in the quality or availability of a New Service;

"**Initial Charges**" means the charges described as such in Schedule 6 (*Service Charges*);

"**Initial Term**" means eight years and six months from the Closing Date;

"**Intellectual Property**" means all intellectual property, including patents, utility models, trade and service marks, trade names, rights in designs, copyright, moral rights, topography rights and rights in databases in all cases whether or not registered or registrable and including registrations and applications for registration of any of these and rights to apply for the same, rights to receive equitable remuneration in respect of any of these and all rights and forms of protection of a similar nature or having equivalent or similar effect to any of these anywhere in the world;

"**Inventory**" means the inventory, in the form, content and detail agreed by the Parties, that is prepared, maintained and updated by the Parties that includes (without limitation) information relating to: (i) Facilities (including the number of them and their location); (ii) number of Connections; (iii) bandwidth of Connections; and (iv) in respect of New Services only, the CPE;

"**Invoicing Party**" has the meaning given to it in Clause 29 (*Invoicing and Payment*);

"**Key BT Personnel**" means the BT Personnel and the Radianz personnel identified as such in Schedule 11 (*Relationship Management*);

"**LES**" means the BT LAN Extension Service providing optical fibre connectivity for the interconnection of Local Area Networks (LANs);

Back to Contents

"**Legacy Employees**" means those employees of Reuters and of other members of the Reuters Group as were engaged in the management or provision of the Existing Services during the Standard Period and who remain in the employment of a member of the Reuters Group at the time they are to be made available in accordance with Clause 12 (*People*);

"**Local Agreement**" means any agreement which the Parties agree is required pursuant to Clause 37 (*Operation of Local Agreements*) to be put in place between either of them and a member of the Reuters Group or a member of the BT Group or between a member of the Reuters Group and a member of the BT Group;

"**London Stock Exchange**" means London Stock Exchange plc;

"**Losses**" in respect of any matter, event or circumstance means all damages, payments, losses, costs, expenses or other liabilities;

"**Main Technical Centres**" or "**MTC**" means Reuters' places of operation which are known within Reuters as Main Technical Centres or MTCs ;

"**Maintenance Window**" means:

(i) * respect of client Facilities only; and

(ii) in all other cases, *

"**Migration Date**" means the date of the Final Migration Notice to be delivered under Clause 6.20;

"**Migration Due Date**" means the date on which Migration Milestone 4 is required to be achieved as set out in Schedule 4 (*Migration Milestones*) as such date may be amended from time to time in accordance with this Agreement or, if earlier, the Migration Date;

"**Migration Dependencies**" means the actions, circumstances or events identified in Schedule 9 (*Migration Dependencies*) as Migration Dependencies which need to occur or otherwise be satisfied in order for the migration of the provision of the Services from (i) the existing Radianz frame relay and other networks used during the Standard Period to (ii) BT's MPLS network or other network(s) to take place;

"**Migration Failure**" means any failure to meet the Migration Milestones;

"**Migration LDs**" means liquidated damages by way of credits against the Service Charges to which Reuters is entitled as a result of any Migration Failure in accordance with Schedule 4 (*Migration Plan*);

"**Migration Notice**" means the notice delivered by BT to Reuters indicating that the migration of provision of a Service via (i) the Radianz frame relay and other network(s) used during the Standard Period to (ii) BT's MPLS network or other IP network(s), has taken place;

“**Migration Milestones**” means the milestones set out in Schedule 4 (*Migration Milestones*);

“**Migration Plan**” means the plan of the actions to be conducted by or on behalf of BT and Reuters which need to occur or otherwise be satisfied in order for the migration of the provision of the Services from (i) the existing Radianz frame relay and other networks used during the Standard Period to (ii) BT’s MPLS network or other IP network(s) to take place;

"**Migration Surcharge**" means, in respect of a Migration Dependency, the amount that BT is entitled to charge (if any) in accordance with Schedule 9 (*Migration Dependencies*) for Reuters' failure to provide, deliver or complete (or procure the provision, delivery or completion of) that Migration Dependency;

"**MPLS**" means multi-protocol label switching;

"**Nash Services**" means the services described in this Schedule 2 Part 3a;

"**New Service Charges**" means the charges for the New Services calculated in accordance with Schedule 6 (*Service Charges*);

"**New Service Levels**" means the service levels described in Part 2 of Schedule 5 (*Service Levels and Service Credits*);

"**New Services**" means the services listed in Part 1B of Schedule 2 (*Services Description*) and the services listed in Part 1C to Part 1E (inclusive) of Schedule 2 (*Services Description*) which relate to those services, in each case as amended through the Change Control Procedure;

"**Non-Migrating Service**" means:

(i) the FAT services described in paragraph 2.1.4 of Part 1B of Schedule 2 (*New Services);* and

(ii) Non-Price Book Services;

"**Non-Price Book Services**" has the meaning given to it in Schedule 6 (*Service Charges*);

"**On-ramp Notice**" means, in respect of a particular Site, a notice that the on-ramp connection for that Site is capable of supporting the highest Service Category required (unless otherwise agreed by the Parties in writing) for the Reuters Customer Services that are hosted at that Site, in relation to which Reuters does not (acting reasonably) raise any objections within ten (10) Business Days of receipt of that notice;

"**Order**" means a move, add, change or cancellation in respect of a Connection;

"**Packet Loss**" means the percentage of data packets that are not delivered to the intended destination during data transfer, measured as an average over a calendar month in accordance with paragraph 3.3.8 of Schedule 5 Part 2;

"**Personnel**" means, in relation to a Party, any director, officer, employee, servant, agent, subcontractor or other personnel employed, used, assigned or engaged by that Party, or in relation to Reuters by any other member of the Reuters Group or, in relation to BT, by any other member of the BT Group or their Subcontractors;

"Previous NSA" means the network services agreement, between Reuters and Radianz for the supply of telecommunications and data services dated 22 May 2000 which is to be replaced by this Agreement;

"**Previous RSA**" means the services agreements between Reuters and Radians and Reuters Americas Inc. and Radianz Americas Inc. for the supply of services by Reuters dated 22 May 2000;

"**Price Book"** has the meaning given to it in Schedule 6 (*Service Charges*);

"**Price Book Services**" has the meaning given to it in Schedule 6 (*Service Charges*);

Back to Contents

"**Proceedings**" means any claims, proceedings, suit and/or action arising out of or in connection with this Agreement;

"**PTT**" means the in-country supplier of post, telephone and/or telegraphic services in a particular country;

"**Radianz**" means Radianz Limited, a company incorporated in England (registered number 3918478) whose registered office is at Fleet Place House, 2 Fleet Place, London, EC4M 7RY, England;

"**Radianz Group**" means all or any of the following, from time to time: Radianz, its subsidiaries and subsidiary undertakings and "**members of Radianz Group**" shall be construed accordingly;

"**Ready for Service**" means, in respect of a Connection, that the Connection is available, successfully tested by BT as capable of meeting the Service Category required for that Connection and available for use by Reuters;

"**Receiving Party**" has the meaning given to it in Clause 29;

"**Regulatory Change**" means a change to the Services or the manner in which the Services are delivered, received or used in each case as required by reason of a change in Applicable Legislation;

"Related Migration Dependency" means:

(i) in relation to Migration Dependency 1, Migration Milestone 5;

(ii) in relation to Migration Dependency 2, any of Migration Milestones 5 and/or 6; and

(iii) in relation to Migration Dependency 3A and 3B, Migration Milestone 5, 6 and/or 7,

(and **"Related Migration Dependencies"** shall be construed accordingly);

"Related Migration Milestone" means:

(i) in relation to Migration Milestone 1, any of Migration Dependency 1, 6, Paragraph 2.2 and/or 2.3 of Schedule 9;

(ii) in relation to Migration Milestone 2, any of Migration Dependencies 1, 2, 6, Paragraph 2.2 and/or 2.3 of Schedule 9; and

(iii) in relation to Migration Milestone 3, any of Migration Dependencies 1, 2, 3A, 6, Paragraph 2.2 and/or 2.3 of Schedule 9;

(iv) in relation to Migration Milestone 4, any of Migration Dependencies 1, 2, 3A, 3B, 6, Paragraph 2.2 and/or 2.3 of Schedule 9;

(v) in relation to Migration Milestones 9 and 10, Migration Dependency Paragraph 2.2 of Schedule 9,

(and **"Related Migration Milestones"** shall be construed accordingly);

"**Reliefs**" means any relief, loss, allowance, exemption, set-off, deduction or credit in computing or against profits or taxation;

"**Replacement Service Provider**" means Reuters, any member of the Reuters Group, or any third party who will assume responsibility for provision of any service replacing a Service or the Services in place of BT after the termination or expiry of this Agreement;

“Reuters Assets” means the assets owned by a member of the Reuters Group which were used by any member of the Reuters Group or any member of the Radianz Group to provide the services under the Previous NSA, or services equivalent to those services during the Standard Period.

“Reuters Competing Business” means a business which competes with activities that are the same as or substantially similar to any of the activities conducted by or on behalf of Reuters or a member of Reuters Group as at the Signing Date which are Reuters Group core business activities, which shall include (without limitation) the provision of:

(i) financial information trading systems; and

(ii) financial information display services,

but which shall exclude: (a) any activities the same or substantially similar to activities conducted by or on behalf of BT or a member of the BT Group or the Radianz Group existing as at the Signing Date; (b) systems integration; and (c) consulting services;

“**Reuters Content**” means all data and content provided by Reuters, a member of the Reuters Group or its and their employees, agents and subcontractors, which is transmitted using the Services, including data and content produced by third parties and distributed by Reuters or a member of the Reuters Group;

“**Reuters Customer Service**” means a service provided by Reuters to any of its customers using any of the Services;

“**Reuters Failure**” means a failure by Reuters to comply with any of its obligations set out in this Agreement;

“**Reuters Group**” means all or any of the following from time to time: Reuters, its subsidiaries and subsidiary undertakings and any parent undertaking of Reuters, and all other subsidiaries and subsidiary undertakings of any parent undertaking of Reuters and “**member of the Reuters Group**” shall be construed accordingly;

“**Reuters Group Company**” means a company that is a member of the Reuters Group;

“**Reuters Information**” means oral and written information in the possession or control of Reuters or any member of the Reuters Group, and expressly excludes Reuters Content;

“**Reuters Intellectual Property**” means Intellectual Property owned by or licensed to Reuters or any member of the Reuters Group (and, where licensed, Reuters or the relevant member of the Reuters Group is freely able to sub-license) that was used in relation to the management or provision of any of the services equivalent to the Existing Services in the Standard Period, and expressly excludes Reuters Content;

“**Reuters Representative**” means the individual nominated by Reuters as the representative of Reuters for the purposes of this Agreement and any temporary or permanent replacement appointed in accordance with Clause 16.5 (*Reuters Representative*);

“**Reuters Services**” means the services listed in Schedule 3 (*Reuters Services*);

“**Reuters Systems**” means any hardware, software or network equipment and information technology or communication systems owned or used by a member of the Reuters Group and includes, without limitation, Reuters’ internal network (IME) and Reuters’ editorial network;

"**RGA Customers**" has the meaning given to it in Schedule 4 (*Migration Milestones*);

"**RFS Notice**" means a notice delivered by BT to Reuters that a Connection is Ready for Service, in relation to which Reuters does not (acting reasonably) raise any objections that the Connection is not Ready for Service within five (5) Business Days of receipt of that notice;

"**Security Audit**" has the meaning given to the term in Clause 17.4;

"**Services**" means the Existing Services, the New Services, the Exit Services and the Additional Services (as such services are amended from time to time in accordance with the Change Control Procedure), and any goods or materials supplied in connection with those services from time to time. For the avoidance of doubt, this does not include services provided under the Previous NSA prior to the Closing Date;

"**Service Acceptance Notice**" means a notice that a Reuters customer has accepted that a Connection may be used to provide a Reuters Customer Service to that customer;

"**Service Category**" has the meaning given in paragraph 3 of Schedule 2 Part 1B;

"**Service Charges**" means the charges for the Services calculated in accordance with Schedule 6 (*Service Charges*);

"**Service Classes**" has the meaning give to it in paragraph 6.3 of Schedule 2 Part 1B;

"**Service Commencement Date**" means in respect of the:

(i) Existing Services, the Closing Date;

(ii) New Services, the date on which the migration of the relevant Existing Service occurs;

(iii) Additional Services, the date as is agreed between the Parties for the commencement of those Services and which, for both Nash Services (set out in Schedule 2 Part 3A) and the Satellite Services (set out in Schedule 2 Part 3B) shall be the Closing Date; and

(iv) Exit Services, the date of any Exit Notice.

"**Service Credits**" means the credits payable to Reuters in accordance with the principles set out in Clause 28 (*Service Credits*) and Schedule 5 (*Service Levels and Service Credits*);

"**Service Desk**" means BT's service desk as more particularly described in paragraph 7 of Schedule 2 Part 1C;

"**Service Failure**" has the meaning given to it in Clause 28.1;

"**Service Levels**" means

(i) in respect of the Existing Services, the service levels set out in Part 1 of Schedule 5 (*Service Levels and Service Credits*);

(ii) in respect of the New Services the service levels set out in Part 2 of Schedule 5 (*Service Levels and Service Credits*); and

(iii) in respect of Additional Services, the service levels agreed between the Parties for such Services and which, for both Nash Services (set out in Schedule 2 Part 3A) and the Satellite Services (set out in Schedule 2 Part 3B) shall be the service levels referred to in the relevant Part of that Schedule 2;

"**Services Performance Report**" has the meaning given to it in Clause 15 (*Reporting to Reuters*);

"**Share Purchase Agreement**" means the agreement for the sale and purchase of the entire issued share capital of Radianz Limited and Radianz Americas Inc made between Reuters, Blaxmill (Six) Limited, Reuters C LLC, Reuters Americas LLC and BT and dated the same day as this Agreement;

"**Signing Date**" means the date of this Agreement;

"Site" or "**Sites**" means the locations at which members of the Reuters Group are located as at the date hereof (as such other locations are replaced from time to time);

"**Standard Period**" means the 12 months immediately preceding 31 December 2004;

"**Subcontractor**" means any third party supplier of services or products, which BT or other members of the BT Group use to supply the Services from time to time;

"**Takeover Panel**" means the Panel on Takeovers and Mergers;

"**Taxation**" means and includes all forms of taxation and statutory, governmental, supra-governmental, state, local government or municipal impositions, duties, contributions, deductions, withholdings and levies whether of the United Kingdom or elsewhere whenever imposed;

"**Telecommunications Services**" means any telecommunications service of any nature whatsoever anywhere in the world including fixed and mobile voice and data services, pager services, provision of PBXs and voice and data premises equipment, audio and video conferencing, calling cards, satellite services (video and data), provision of routers, fixed handsets, modems, dial in servers, automated call distribution units, voice wiring and data network switching and multiplexing equipment;

"**Third Party Service Agreement**" has the meaning given in Clause 45.2 (*Third Party Services*);

"**Third Party IP**" means Intellectual Property licensed to Reuters or any member of the Reuters Group that was used in relation to the management or provision of the Existing Services in the Standard Period or which is reasonably required for the provision of the Existing Services in this Agreement that is not freely sub-licensable by Reuters or the relevant members of the Reuters Group;

"**Third Party Service Provider**" has the meaning given in Clause 45.2 (*Third Party Services*);

"**Transaction Taxes**" means value added tax as provided for in the Value Added Tax Act 1994 and any tax similar to that tax imposed in addition to or in substitution for it at the rate(s) from time to time imposed and any equivalent tax (or charge that functions in the same or similar manner as a tax) in the relevant jurisdiction;

"**Transferring Employees**" means those Employees who either transfer employment under this Agreement or a Local Agreement, or by agreement between Reuters and BT agree to accept employment with BT or a member of the BT Group under a Local Agreement; and

"**Valid Order**" means an order for a Connection which satisfies the requirements of paragraphs 2.1 and 2.2 of Schedule 4 (*Migration Milestones*) (but excluding any order which been cancelled by Reuters prior to it having received an RFS Notice, other than where BT has not progressed the order in accordance with the timescales set out in paragraph 4 of Schedule 5 Part 2).

EXECUTION

The Parties show their acceptance of the terms of this Agreement, on the date hereof, by signing below:

SIGNED BY	)	
duly authorised for and on behalf of	)	Barry Woodward
REUTERS LIMITED	)	

SIGNED BY	)	
duly authorised for and on behalf of	)	Neil Rogers
BRITISH TELECOMMUNICATIONS	)	
PLC	)	

Back to Contents

REUTERS

Neil Rogers
British Telecommunications plc
81 Newgate Street
London EC1A 7AJ

17th August 2005

Dear Neil,

Amendment to the Network Services Agreement: joint re-planning exercise

We refer to our recent meeting and also to the Network Services Agreement dated 9 March 2005 between Reuters Limited and British Telecommunications plc (the ***Agreement***). The parties acknowledge that although significant progress has been made with the migration activities under the Agreement, there is a need to undertake certain additional work that was not envisaged as at the Signing Date. Accordingly, the Parties wish to suspend (for a limited period) targets and commitments under the Migration Plan including, in particular, Migration Milestones and corresponding Migration Dependencies under Schedules 4 and 9 of the Agreement respectively. This letter records our agreement as follows:

1 The Parties agree to work together in good faith to review and reset: (i) the Migration Plan on or before 30th September 2005 (the ***Re-Planning Date***) and (ii) the Migration Milestones and Migration Dependencies (including, without limitation, deleting or amending existing milestones or dependencies, adding further Migration Milestones and/or Migration Dependencies, and revising the applicable due dates) by the Re-Planning Date.

2 From the date of this letter to (i) the revised Migration Plan date (including amendments to the Migration Dependencies and Migration Milestones) under paragraph 1 above, or (ii) the End Date (as described in paragraph 4 below) (the ***Negotiation Period***), whichever is the earlier:

(a) the migration targets and commitments set out in the Migration Plan are hereby suspended;

(b) the Migration Milestones and Migration Dependencies as set out in the Agreement are hereby suspended; and

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The Reuters Building
South Colonnade
Canary Wharf
London E14 5EP
Tel (020) 7250 1122

A subsidiary of Reuters Group Plc – Reg. Office as above – Reg. No. 145516 England

REUTERS

(c) each Party hereby agrees to waive any rights it may have against the other under the Agreement arising during the Negotiation Period in respect of such Migration Milestones or Migration Dependencies (as applicable) and such migration targets and commitments set out in the Migration Plan.

For the avoidance of doubt, each Party agrees that there is no obligation on the other to pay the Migration Surcharge or Migration LDs (as applicable) in respect of the Negotiation Period.

3 The Parties agree, recognising all of the progress achieved by the Parties to date in respect of migration activities under the Agreement, to continue working and maintain momentum towards migration to the New Services, including the activities set out in paragraph 1 (***Maintain Momentum***) of the Minutes of the BT/Reuters Senior Steering Group Review dated 12th August 2005.

4 In the unlikely event that the Parties fail to reach agreement on the revised Migration Plan including amendments to the Migration Dependencies and Migration Milestones under paragraph 1 above by 31lst October 2005 or such other date as agreed between the parties (the ***End Date***), the Parties agree that:

(a) the suspension and waiver under paragraph 2 above shall no longer apply;

(b) save to the extent varied under paragraph 4 (c) below, migration commitments and targets set out in the Migration Plan shall on and from the End Date be as originally stated in the Agreement as at the Signing Date, subject to any subsequent amendments agreed between the Parties;

(c) the Migration Milestones and Migration Dependencies shall be amended to read as follows:

i) where the due date for any Migration Milestone or Migration Dependency obligation falls within the first anniversary of the Closing Date, such due date shall be extended by a duration commensurate with the Negotiation Period; and

ii) where the due date for any Migration Milestone or Migration Dependency obligation falls within the second anniversary of the Closing Date, such due date shall be extended by a duration commensurate with half the Negotiation Period.

(d) each Party's rights and obligations in respect of the Migration Surcharge and Migration LDs (as applicable) shall resume from the End Date.

Back to Contents

REUTERS

In the event of any inconsistency between this letter and the Agreement, the provisions of this letter shall prevail. Capitalised terms are defined either in the Agreement or this letter. Except as expressly set out in this letter, the Agreement remains un-amended and in full force and effect. This letter shall be governed by and construed in accordance with English law.

Please sign and date the attached copy of this letter to confirm BT's agreement with the amendments to the Agreement effected by this letter.

Kind regards,

/s/ Barry Woodward

Barry Woodward
for and on behalf of Reuters Limited

I hereby confirm BT's agreement with the amendments to the Agreement effected by this letter.

Signed /s/ Neil Rogers date 18/8/05
Neil Rogers
for and on behalf of British Telecommunications plc

Back to Contents

REUTERS

Neil Rogers
British Telecommunications plc
81 Newgate Street
London EC1A 7AJ

29th April 2005

Dear Neil,

Side letter to the Network Services Agreement

I refer to the Network Services Agreement dated 9 March 2005 between Reuters Limited ("Reuters") and British Telecommunications plc ("BT") (the "Agreement"). Except where expressly provided otherwise, capitalised terms in this letter shall have the same meaning as given to that term in the Agreement.

Price Book

In accordance with Clause 42.1 of the Agreement, Reuters hereby agrees to extend the date by which BT shall prepare and provide to Reuters the Price Books, as required by paragraph 2.2 of Schedule 6 to the Agreement, until close of business on Friday 13 May.

List of PoPs

In accordance with Clause 42.1 of the Agreement, the Parties hereby agree to extend the date by which the Parties shall agree the list set out in Appendix A to Schedule 2 Part 1B, as required by paragraph 5.4.1 of Schedule 2 Part 1B to the Agreement. The Parties acknowledge that BT has delivered a draft of such list received by Reuters on 28th April 2005 and that Reuters has not had an opportunity to review such draft prior to such date. Accordingly, the Parties agree that they shall now discuss in good faith such draft list with a view to finalising the list by close of business on Friday 13 May.

Satellite novations

In accordance with Clause 42.1 of the Agreement, the Parties hereby agree that to the extent a Third Party Satellite Contract contracted via Reach, Inmedia or Eutelsat (as such services are described in Appendix A to Schedule 2 Part 3B of the Agreement) is not novated to BT prior to the Closing Date as required by paragraph 4.1 of Schedule 2 Part 3B and such novation is completed by close of business on Friday 27th May, each such novated Third Party Satellite Contract shall become a Novated Satellite Contract and subject to the terms and conditions of the NSA from the date of such novation agreement or (if earlier) the date on which such novation takes effect in accordance with its terms.

Reuters Limited
85 Fleet Street
London EC4P 4AJ
Tel (020) 7250 1122

A subsidiary of Reuters Group Plc – Reg. Office as above – Reg No. 145516 England

Back to Contents

For the avoidance of doubt, to the extent that Reuters has paid or pays an invoice from a third party provider delivered pursuant to a Novated Satellite Contract in respect of services provided after the Effective Date or (if later) the date on which the applicable novation agreement takes effect (in each case the "Novation Date"), BT shall, within 30 days of receipt of an invoice from Reuters for the same, reimburse Reuters in full for all amounts paid by Reuters in respect of such services delivered in the period on and/or from the Novation Date.

Nothing in this Letter Agreement shall affect or prejudice BT's right to charge Reuters the charges for Satellite Services in accordance with paragraph 8.1 of Schedule 2 Part 3B from the Novation Date

Without prejudice to the provisions of any novation agreement entered into pursuant to paragraph 4.1 of Schedule 2 Part 3B, with respect to BT's obligations pursuant to paragraph 8.2 of Schedule 2 Part 3B, Reuters hereby irrevocably relieves BT of such obligations in relation to the Third Party Satellite Contracts for Inmedia, Eutelsat and Reach.

Delivery of Satellite Equipment

The Parties hereby agree to extend the date by which BT shall deliver to Reuters satellite receiver equipment assets pursuant to Clause 22.3.4 of the Agreement from Closing Date until 30th June 2005.

Order Process

In accordance with Clause 42.1 of the Agreement, the Parties hereby agree to extend the date by which the Parties shall agree the Order Process, as required by paragraph 1.1 of Schedule 12 Part 2 to the Agreement, until close of business on Friday 27th May 2005.

Security & DR

In accordance with Clause 42.1 of the Agreement, the Parties hereby agree to extend the date by which they shall agree the format of information updates relating to invocation of a disaster recovery plan pursuant to Clause 11.4.2 until 30th June 2005.

In accordance with Clause 42.1 of the Agreement, the Parties hereby agree to extend the date by which BT shall provide Reuters with the security summary document pursuant to paragraph 4.2 of Schedule 2 Part 1D until close of business on Friday 20th May 2005.

IME Editorial Services

In accordance with Clause 42.1 of the Agreement, the Parties hereby agree:

(a) that the liability for providing IME/Editorial Services will not be assumed by BT from Closing Date pursuant to Schedule 13, Paragraph 1.1.6 (i); but that

(b) within six (6) weeks of Closing Date, Reuters and BT will agree a plan to facilitate the handover of the IME/Editorial Services from Reuters to BT (or a

Back to Contents

member of the Radianz Group as appropriate) with a view to transferring such IME/Editorial Services from Reuters to BT by [29th July 2005]; and therefore

(c) the effect of such agreement is that the employment of any of the IME/Editorial Employees who have agreed to accept contracts of employment with BT will transfer to BT in accordance with Schedule 12, Paragraph 1.1.6(ii) or a member of the Radianz Group with effect from the date BT and Reuters agree. In the event that such date is prior to the date on which Reuters and BT agree that BT will assume the IME/Editorial Services in accordance with (b) above, then BT shall make the IME/Editorial Employees available to Reuters in order that Reuters may continue to utilise them to provide the IME/Editorial Services until the date on which BT assumes responsibility for provision of the IME/Editorial Services from Reuters; and

(d) the agreement in (a), (b) and (c) above will not prejudice the remaining provisions of Schedule 13, paragraph 1.1.6.

This letter shall be governed by and construed in accordance with English Law.

Please sign and date the attached copy of this letter to confirm BT's agreement with the amendments to the Agreement effected by this letter.

Kind regards,

/s/ Barry Woodward

Barry Woodward
for and on behalf of Reuters Limited

I hereby confirm BT's agreement with the amendments to the Agreement effected by this letter.

Signed /s/ Neil Rogers date 29/4/05

Neil Rogers
for and on behalf of British Telecommunications plc

Back to Contents

REUTERS

Neil Rogers
British Telecommunications plc
81 Newgate Street
London EC1A 7AJ

31 May 2005

Dear Neil,

Side Letter Number 2 to the Network Services Agreement

I refer to the Network Services Agreement dated 9 March 2005 between Reuters Limited ("Reuters") and British Telecommunications plc ("BT") (the "Agreement"). Except where expressly provided otherwise, capitalised terms in this letter shall have the same meaning as given to that term in the Agreement. Each of the matters set out below are amendments to the Agreement in accordance with Clause 42.1 of the Agreement.

Distance insensitivity of tail circuits

For the avoidance of doubt, further to the definition of "Price Book Parameter" set out in paragraph 1 of Schedule 6 to the Agreement and to the requirements of paragraph 2.1 of Schedule 6 to the Agreement, the Parties hereby agree that the prices allocated for Connections in the Managed Tail Circuit Price Book and the With Tail Circuit Price Book shall be determined without reference to the length of the tail circuit between a Site and the relevant BT Point of Presence ("Tail Circuit").

Exception One

However, the Parties agree that no more than once in any 12 month period BT may take an inventory of the average actual lengths of the Tail Circuits and the generic distribution of those Tail Circuit lengths across the globe. BT shall disclose the results of such an inventory to Reuters. In the event that the global distribution of Tail Circuit lengths at the date of the inventory is materially different from the global distribution of Tail Circuit lengths under the Starting Inventory, and such difference is sufficiently out of proportion to the Starting Inventory to have a material adverse impact on BT's costs on a global basis, then BT may raise this matter (acting reasonably and in good faith) at the next meeting of the Joint Management Council. Following that:

(a) The Parties will enter into good faith negotiations to agree an appropriate revision of the relevant Price Books within 30 days from the date of the meeting of the Joint Management Council (or such other date as agreed between the parties); and

(b) Such revision shall take into account:

i. The actual (or in the case of Exception Two below the proposed) distribution of the Tail Circuit lengths ;

Reuters Limited
85 Fleet Street
London EC4P 4AJ Tel (020) 7250 1122

ii. The sensitivity of pricing in any city, country or region (as relevant) to the length of Tail Circuits;

iii. The associated increase in BT's costs in any city, country or region (as relevant);

iv. The associated decrease in BT's costs any other city, country or region (as relevant).

(c) Any revision to the Price Book shall come into effect on the first day of the next calendar month following written agreement of the revision (or such other date as agreed between the parties).

Exception Two

In addition, in the event that Reuters changes its products or sales proposition in a manner which is likely to affect the distribution of Tail Circuits lengths in any country or countries it shall consult with BT in order to mitigate any material adverse impact on either Party's costs. Where either Party considers that the changes will have a material adverse impact on their own costs on a global basis, then either Party may raise this matter (acting reasonably and in good faith) at the next meeting of the Joint Management Council. Following that, the Parties shall follow the procedure set out under paragraphs (a), (b) and (c) above.

Free trials

For the purposes of this Side Letter Number 2, "Pre-Provisioned" shall mean already physically installed before the date of an order from Reuters to activate the capacity.

Further to Clause 8.7 of the Agreement and Schedule 6 to the Agreement, to encourage existing customers of the members of the Reuters Group ("Customers") to take Telecommunications Services from Reuters on the Delivery Network, BT will make Delivery Network capacity available to Customers during the term of the Agreement, without charge to Reuters or Customer, (the "Free Trial") in accordance with and subject to the following provisions:

(a) Reuters may request the activation of this Free Trial to particular Customer Facilities through the standard ordering procedure.

(b) Requested capacity must be Pre-Provisioned and available. Moreover, BT does not commit to providing a Free Trial where it has forecast orders for Extranet services that would utilise the identified capacity. BT will notify Reuters promptly of any such unavailability

(c) Subject to (b) above, BT will commit to provide at least 20 Free Trials per month if requested by Reuters.

(d) All Free Trials shall end after three (3) months from the start of the Free Trial (the "**Free Trial Period**"), unless cancelled by the Customer or terminated by Reuters under the terms of the Free Trial agreement beforehand.

Back to Contents

(e) Upon acceptance of a Free Trial order, BT will commit to providing the Free Trial irrespective of other requirements for the capacity that may arise during the Free Trial Availability Period.

(f) At the end of the Free Trial Period, BT will begin charging for the capacity as per Schedule 6 to the Agreement (without reference to this Side Letter Number 2) unless notified by Reuters that the Service has ceased. BT shall notify Reuters at least 14 days on advance of its intention to start charging to allow Reuters time to liaise with Customers to determine whether they will cease or continue with the service.

For the avoidance of doubt, BT shall provide the same support associated with an installation or service upgrade, and meet the same SLA, with regards to any Free Trial as it does for any Service to which standard Service Charges would apply. Moreover, the provision of extra capacity by BT under this Free Trial scheme will not compromise the SLAs of existing customers.

BT & Reuters will monitor the success and costs associated with the Free Trial scheme on an ongoing basis to ensure that it is a successful scheme. Any requirement from either party to change the scheme should be raised and discussed in good faith at the monthly meeting of the Joint Management Council.

General

This letter shall be governed by and construed in accordance with English Law.

Please sign and date the attached copy of this letter to confirm BT's agreement with the amendments to the Agreement effected by this letter.

Kind regards,

/s/ Barry Woodward

Barry Woodward
for and on behalf of Reuters Limited

I hereby confirm BT's agreement with the amendments to the Agreement effected by this letter.

Signed /s/ Neil Rogers date 2/6/05

Neil Rogers
for and on behalf of British Telecommunications plc

Back to Contents

REUTERS

Neil Rogers
British Telecommunications plc
81 Newgate Street
London EC1A 7AJ

29 April 2005

Dear Neil,

Amendment to the Network Services Agreement: Security Summary Document

I refer to the Network Services Agreement dated 9th March 2005 between Reuters Limited ("Reuters") and British Telecommunications plc ("BT") (the "Agreement"). Except where expressly provided otherwise, capitalised terms in this letter shall have the same meaning as given to that term in the Agreement.

In accordance with Clause 42.1 of the Agreement, the Parties hereby agree to extend the date by which BT shall provide Reuters with the security summary document pursuant to Paragraph 4.2 of Schedule 2 Part 1D until close of business on Wednesday 1st June, 2005.

In accordance with Clause 8.5 of the Agreement, Reuters hereby informs BT that the delay by BT in the provision of such security summary document pursuant to Paragraph 4.2 of Schedule 2 Part 1D may have a detrimental effect on the performance by Reuters of its obligations in respect of the Migration Dependencies under the Agreement.

This letter shall be governed by and construed in accordance with English Law.

Please sign and date the attached copy of this letter to confirm BT's agreement with the amendments to the Agreement effected by this letter.

Kind regards,

/s/ Barry Woodward

Barry Woodward
for and on behalf of Reuters Limited

I hereby confirm BT's agreement with the amendments to the Agreement effected by this letter.

Signed /s/ Neil Rogers date 1/6/05

Neil Rogers
for and on behalf of British Telecommunications plc

Back to Contents

REUTERS

Neil Rogers
British Telecommunications plc
81 Newgate Street
London EC1A 7AJ

13th May 2005

Dear Neil,

Side letter to the Network Services Agreement

I refer to the Network Services Agreement dated 9 March 2005 between Reuters Limited ("Reuters") and British Telecommunications plc ("BT") (the "Agreement"). Except where expressly provided otherwise, capitalised terms in this letter shall have the same meaning as given to that term in the Agreement.

Price Book

In accordance with Clause 42.1 of the Agreement, Reuters hereby agrees to extend the date by which BT shall prepare and provide to Reuters the Price Books, as required by paragraph 2.2 of Schedule 6 to the Agreement, until close of business on Friday 20 May.

This letter shall be governed by and construed in accordance with English Law.

Please sign and date the attached copy of this letter to confirm BT's agreement with the amendments to the Agreement effected by this letter.

Kind regards,

/s/ Barry Woodward

Barry Woodward
for and on behalf of Reuters Limited

I hereby confirm BT's agreement with the amendments to the Agreement effected by this letter.

Signed /s/ Neil Rogers date 13/5/05

Neil Rogers
for and on behalf of British Telecommunications plc

Reuters Limited
85 Fleet Street
London EC4P 4AJ Tel (020) 7250 1122

Back to Contents

SLAUGHTER AND MAY

One Bunhill Row
London EC1Y 8YY
T +44(0)20 7600 1200
F +44(0)20 7090 5000

3 May 2005

Barry Woodward
Reuters Limited
85 Fleet Street
London
EC4P 4AJ

Your reference
Our reference
RAXS/CAVB
Direct line
0207 090 3463

Dear Barry,

Side letter to the NSA

Further to Closing last week, please find enclosed one original of the side letter to the Network Services Agreement dated 29 April, 2005. I should be grateful if you would acknowledge receipt by e-mail.

Do let me know if you have any queries.

Yours sincerely,

Carina Badger
carina.badger@slaughterandmay.com

REUTERS

Neil Rogers
British Telecommunications plc
81 Newgate Street
London EC1A 7AJ

29th April 2005

Dear Neil,

Side letter to the Network Services Agreement

I refer to the Network Services Agreement dated 9 March 2005 between Reuters Limited ("Reuters") and British Telecommunications plc ("BT") (the "Agreement"). Except where expressly provided otherwise, capitalised terms in this letter shall have the same meaning as given to that term in the Agreement.

Price Book

In accordance with Clause 42.1 of the Agreement, Reuters hereby agrees to extend the date by which BT shall prepare and provide to Reuters the Price Books, as required by paragraph 2.2 of Schedule 6 to the Agreement, until close of business on Friday 13 May.

List of PoPs

In accordance with Clause 42.1 of the Agreement, the Parties hereby agree to extend the date by which the Parties shall agree the list set out in Appendix A to Schedule 2 Part 1B, as required by paragraph 5.4.1 of Schedule 2 Part 1B to the Agreement. The Parties acknowledge that BT has delivered a draft of such list received by Reuters on 28th April 2005 and that Reuters has not had an opportunity to review such draft prior to such date. Accordingly, the Parties agree that they shall now discuss in good faith such draft list with a view to finalising the list by close of business on Friday 13 May.

Satellite novations

In accordance with Clause 42.1 of the Agreement, the Parties hereby agree that to the extent a Third Party Satellite Contract contracted via Reach, lnmedia or Eutelsat (as such services are described in Appendix A to Schedule 2 Part 3B of the Agreement) is not novated to BT prior to the Closing Date as required by paragraph 4.1 of Schedule 2 Part 3B and such novation is completed by close of business on Friday 27th May, each such novated Third Party Satellite Contract shall become a Novated Satellite Contract and subject to the terms and conditions of the NSA from the date of such novation agreement or (if earlier) the date on which such novation takes effect in accordance with its terms.

For the avoidance of doubt, to the extent that Reuters has paid or pays an invoice from a third party provider delivered pursuant to a Novated Satellite Contract in respect of services provided after the Effective Date or (if later) the date on which the applicable novation agreement takes effect (in each case the "Novation Date"), BT shall, within 30 days of receipt of an invoice from Reuters for the same, reimburse Reuters in full for all amounts paid by Reuters in respect of such services delivered in the period on and/or from the Novation Date.

Nothing in this Letter Agreement shall affect or prejudice BT's right to charge Reuters the charges for Satellite Services in accordance with paragraph 8.1 of Schedule 2 Part 3B from the Novation Date.

Without prejudice to the provisions of any novation agreement entered into pursuant to paragraph 4.1 of Schedule 2 Part 3B, with respect to BT's obligations pursuant to paragraph 8.2 of Schedule 2 Part 38, Reuters hereby irrevocably relieves BT of such obligations in relation to the Third Party Satellite Contracts for lnmedia, Eutelsat and Reach.

Delivery of Satellite Equipment

The Parties hereby agree to extend the date by which BT shall deliver to Reuters satellite receiver equipment assets pursuant to Clause 22.3.4 of the Agreement from Closing Date until 30th June 2005.

Order Process

In accordance with Clause 42.1 of the Agreement, the Parties hereby agree to extend the date by which the Parties shall agree the Order Process, as required by paragraph 1.1 of Schedule 12 Part 2 to the Agreement, until close of business on Friday 27th May 2005.

Security & DR

In accordance with Clause 42.1 of the Agreement, the Parties hereby agree to extend the date by which they shall agree the format of information updates relating to invocation of a disaster recovery plan pursuant to Clause 11.4.2 until 30th June 2005.

In accordance with Clause 42.1 of the Agreement, the Parties hereby agree to extend the date by which BT shall provide Reuters with the security summary document pursuant to paragraph 4.2 of Schedule 2 Part ID until close of business on Friday 27th May 2005.

IME Editorial Services

In accordance with Clause 42.1 of the Agreement, the Parties hereby agree:

(a) that the liability for providing IME/Editorial Services will not be assumed by BT from Closing Date pursuant to Schedule 13, Paragraph 1.1.6 (i); but that

(b) within six (6) weeks of Closing Date, Reuters and BT will agree a plan to facilitate the handover of the IME/Editorial Services from Reuters to BT (or a member of the Radianz Group as appropriate) with a view to transferring such IME/Editorial Services from Reuters to BT by [29th July 2005]; and therefore

(c) the effect of such agreement is that the employment of any of the IME/Editorial Employees who have agreed to accept contracts of employment with BT will transfer to BT in accordance with Schedule 12, Paragraph 1.1 .6(ii) or a member of the Radianz Group with effect from the date BT and Reuters agree. In the event that such date is prior to the date on which Reuters and BT agree that BT will assume the IME/Editorial Services in accordance with (b) above, then BT shall make the IME/Editorial Employees available to Reuters in order that Reuters may continue to utilise them to provide the IME/Editorial Services until the date on which BT assumes responsibility for provision of the IME/Editorial Services from Reuters; and

(d) the agreement in (a), (b) and (c) above will not prejudice the remaining provisions of Schedule 13, paragraph 1.1.6.

This letter shall be governed by and construed in accordance with English Law.

Please sign and date the attached copy of this letter to confirm BT's agreement with the amendments to the Agreement effected by this letter.

Kind regards,

/s/ Barry Woodward

Barry Woodward
for and on behalf of Reuters Limited

I hereby confirm BT's agreement with the amendments to the Agreement effected by this letter.

Signed /s/ Neil Rogers date 24/4/05

Neil Rogers
for and on behalf of British Telecommunications plc

Back to Contents

CONTRACT AMENDMENT FORM

This amendment confirms that the Agreement dated 9th March 2005 between BritishTelecommunications plc whose registered office is at 81 Newgate Street, London, EC1A 7AJ and Reuters Limited whose registered office is at The Reuters Building, South Colonnade, Canary Wharf London E14 5EP is hereby amended as follows:

Contract Amendment Form	**Change Reference Number:**
Date of Amendment:	**Customer Contract Number:**
Details of Proposed Change (including commencement date)	

In consideration of the mutual promises contained in this Amendment, the parties AGREE AS FOLLOWS:

1. Parts B, C, D and E of Appendix B of Schedule 4 (Migration Milestones) of the Agreement shall be amended by deleting Taiwan from Part D (i.e. countries requiring Service Category of Silver Fast Convergence) and incorporating Taiwan into (i) Part B (i.e. Countries requiring Service Category of Gold Standard), (ii) Part C (i.e. Countries requiring Service Category of Gold Fast Convergence) and (iii) Part E (i.e. Countries requiring Service Category of Gold No Convergence).

2. Part D of Appendix B of Schedule 4 (Migration Milestones) of the Agreement shall be further amended by incorporating Thailand into Part D (i.e. Countries requiring Service Category of Silver Fast Convergence).

3. Part E of Appendix B of Schedule 4 (Migration Milestones) of the Agreement shall be amended further by deleting the word “Austria” and replacing with the word “Australia”.

4. In the event of any inconsistency between this Amendment and the Agreement, the provisions of this Amendment shall prevail. Capitalised terms are defined either in the Agreement or this Amendment. Except as expressly set out in this Amendment, the Agreement remains un-amended and in full force and effect. This Amendment shall be governed by and construed in accordance with English law.

Note:

This Amendment is not valid unless signed by both BT and Reuters.

	[VALUE OF THIS AMENDMENT]:

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

SIGNED ON BEHALF OF:		SIGNED ON BEHALF OF:	
BT		Reuters	
Signature	/s/ Neil Rogers	Signature	/s/ Barry Woodward
Name	NEIL ROGERS	Name	BARRY WOODWARD
Title	PRESIDENT, GBM	Title	GLOBAL HEAD OF THE DIVISIONAL TECHNOLOGY GROUP
Date	16/11/05	Date	6 DECEMBER 2005

Back to Contents

CONTRACT AMENDMENT FORM

This amendment confirms that the Agreement dated 9th March 2005 between British Telecommunications plc whose registered office is at 81 Newgate Street, London, EC1A 7AJ and Reuters Limited whose registered office is at The Reuters Building, South Colonnade, Canary Wharf London E14 5EP is hereby amended as follows:

Contract Amendment Form	**Change Reference Number:**
Date of Amendment:	**Customer Contract Number:**
Details of Proposed Change (including commencement date)	

In consideration of the mutual promises contained in this Amendment, the parties AGREE AS FOLLOWS:

1. Part A (i.e. Countries requiring Service Category of Silver Standard and all Bronze Categories) of Appendix B of Schedule 4 (Migration Milestones) of the Agreement shall be amended incorporating the following additional countries into Part A: Andorra, Fiji. Liechtenstein and Macedonia.

2. Appendix C (i.e. Countries requiring Service Category of Silver Standard and all Bronze Categories) of Schedule 4 (Migration Milestones) of the Agreement shall be amended by (i) adding Papa New Guinea to the list of countries in Appendix C and (ii) deleting the following countries from Appendix C: Armenia, Barbados, Georgia, Madagascar and Mauritania.

3. In the event of any inconsistency between this Amendment and the Agreement, the provisions of this Amendment shall prevail. Capitalised terms are defined either in the Agreement or this Amendment. Except as expressly set out in this Amendment, the Agreement remains un-amended and in full force and effect. This Amendment shall be governed by and construed in accordance with English law.

Note:

This Amendment is not valid unless signed by both BT and Reuters.

	[VALUE OF THIS AMENDMENT]:

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED

SIGNED ON BEHALF OF:		SIGNED ON BEHALF OF:	
BT		Reuters	
Signature	/s/ Neil Rogers	Signature	/s/ Barry Woodward
Name	NEIL ROGERS	Name	BARRY WOODWARD
Title		Title	GLOBAL HEAD OF THE DIVISIONAL TECHNOLOGY GROUP
Date		Date	6 December 2005

Back to Contents

23rd February 2006

Barry Woodward
Reuters Limited
Reuters Building
South Colonnade
Canary Wharf
London
E14 5EP

Dear Barry

Amendment to the Network Services Agreement: joint re-planning exercise – further extension

I refer to our jointly agreed further amendment of the 31st January 2005 to the joint re-planning exercise, extending the end of the Negotiation Period to 17th February 2006, and further amending the terms of the Network Services Agreement dated 9th March 2005 between Reuters Limited and British Telecommunications plc (the “Agreement”).

In view of the fact that the extended end of the Negotiation Period has elapsed, and the parties have not yet reached final agreement on the revised Migration Plan, BT proposes to further extend the End Date, Replanning Date and therefore the end of the Negotiation Period until 14th March 2006 or the date upon which agreement is reached between the parties on the revised Migration Plan, Migration Milestones and Migration Dependences, whichever occurs sooner, in order to provide the parties with a further opportunity to continue to work in good faith to agree mutually acceptable terms associated with such revised Migration Plan.

BT would propose such further extension to the Negotiation Period to be otherwise exactly in accordance with the terms of the original Re-Planning Exercise Letter.

All capitalised terms in this letter not defined herein are defined in the joint re-planning exercise letter dated 17th August 2005 (the “Re-Planning Exercise Letter”).

If you are in agreement with the above, please sign and date the attached copy of this letter to confirm Reuters agreement to the amendments to the Agreement effected by this letter.

Yours sincerely

/s/ Neil Rogers

Neil Rogers

Back to Contents

For and on behalf of BT plc /s/ ____________________ 24/2/06

I hereby confirm Reuters agreement to the amendments to the Agreement effected by this letter.

Signed /s/ Barry Woodward____ date __24th Feb 2006____
Barry Woodward
for and on behalf of Reuters Limited

Back to Contents

Schedule 2
Services Description

Part 1A

The Existing Services

1 Service Description

1.1 The Existing Services shall be the services as supplied to the Reuters Group by the Radianz Group prior to the Closing Date, together with:

1.1.1 the requirements for Existing Services in Schedule 2 Parts 1C (*Service Management*) and 1D (*Security Management*) and Clause 11.1.1 (*Disaster Recovery*); and

1.1.2 the requirements referred to in Clause 27 (*Inventory*).

The charges in respect of the Existing Services are more specifically described in Schedule 6 (*Service Charges*).

1.2 Without limitation to the generality of paragraph 1.1, the Existing Services shall include:

1.2.1 Frame Relay;

1.2.2 IP;

1.2.3 X.25;

1.2.4 transparent HDLC;

1.2.5 ATM services;

1.2.6 clear channel;

1.2.7 remote dial access;

1.2.8 ISDN (including backup);

1.2.9 Point to point IP service;

1.2.10 RXN (RadianzNet);

1.2.11 Bridge multicast;

1.2.12 FAT services;

1.2.13 hosting services;

1.2.14 exchange collections network;

1.2.15 IME and Editorial Enterprise Network;

1.2.16 support of customer site satellite receiver equipment;

1.2.17 VLAN Switch Support on Reuters client sites;

1.2.18 the services identified as “Price Book Services” in Part A of Appendix A to Schedule 6 (*Service Charges*);

1.2.19 the services identified as “Non-Price Book Services” in Part B of Appendix A to Schedule 6 (*Service Charges*); and

1.2.20 professional services in respect of the above,

in each case to the extent provided by the Radianz Group to the Reuters Group prior to the Closing Date.

2 Quality and Scope of Existing Services

Each of the Existing Services shall be provided to at least the same level of service and to the same extent (including, without limitation, geographical extent, bandwidth and product mix) as each such Existing Service was provided by the Radianz Group to the Reuters Group during the Standard Period or if the Service was first provided after the Standard Period, to the same level and extent it was provided in the period prior to Closing Date.

3 General

If Reuters believes that a service should be an Existing Service and BT believes, having made reasonable enquiries, that such service is not an Existing Service, BT shall not be under an obligation to provide such service to Reuters unless and until Reuters has supplied evidence to BT’s reasonable satisfaction of prior provision of such service by the Radianz Group to the Reuters Group prior to the Closing Date.

Back to Contents

Schedule 2
Services Description

Part 1B
New Services

1 Definitions

For the purposes of this Schedule, capitalised terms shall have the following meanings

"**Enterprise Network**" has the meaning given to it in paragraph 2.1;

"**Delivery Network**" has the meaning given to it in paragraph 2.1;

2 Physical Networks

2.1 The New Services are the four areas below:

2.1.1 Core Network (Platinum ring). Core Network is a dedicated network that:

(i) connects the Main Technical Centres as at Migration Date (up to a maximum of * in total); and

(ii) supports connectivity for IDN, BDN, Dealing & Matching and DECNet core network.

2.1.2 Enterprise Network (IME and editorial): A network that:

(i) connects the Main Technical Centres to all other Sites; and

(ii) supports operations, product development and enterprise services, but is not directly involved in product delivery to Customers' Facilities.

2.1.3 Delivery Network (Customer network): A network that:

(i) connects Customer Facilities to Main Technical Centres, either directly or via collocation facilities;

(ii) can provide Connections (a) between Facilities and (b) between Main Technical Centres.

2.1.4 The Non-Migrating Services are Existing Services that shall be retained after the Migration Date and shall be deemed to be New Services from that date. The Fast Access Terminal (FAT) network is one such Non-Migrating Service and will be retained as asynchronous presentation in a limited number (no more than 50) of Facilities, at Reuters' request. Those FATs which are not retained as asynchronous will be migrated to either the Enterprise or Delivery network during the period between the Closing Date and the Migration Date.

2.2 The Core Network is an ATM or equivalent network which provides connectivity between the Main Technical Centres, with optional IP presentation.

2.3 The Enterprise Network and Delivery Network are IP networks.

* Text has been redacted for confidentiality

Back to Contents

3 Service Categories

Each Connection provided as part of a New Service shall have a Service Category attributed to it. Nine non-exhaustive Service Categories have been defined to support the delivery of Reuters Customer Services to Customers. Against each Service Category, the following represents a typical configuration:

3.1.2 Platinum (Platinum Ring Only): * availability, to have the Service Levels as set out in Schedule 5 Part 2 (*Service Levels & Service Credits*);

3.1.3 Gold Service Categories: * availability achieved with * CPE and * POP and * Connections, to have the Service Levels as set out in Schedule 5 Part 2 (*Service Levels & Service Credits*);

3.1.4 Silver Service Categories: * availability achieved with * CPE and * POP and * Connections, to have the Service Levels as set out in Schedule 5 Part 2 (*Service Levels & Service Credits*);

3.1.5 Bronze+: * availability achieved with * CPE and * POP with Connection between CPE & POP and digital dial-backup, and to have the Service Levels as set out in Schedule 5 Part 2 (*Service Levels & Service Credits*); and *

3.1.6 Bronze: * availability achieved with * CPE and * POP with * Connection between CPE & POP, and to have the Service Levels as set out in Schedule 5 Part 2 (*Service Levels & Service Credits*).

4 Geographical Capability

4.1 BT will provide Reuters with tiered network levels of service that vary in cost, uptime and performance by geography.

4.2 There are six Facility groups defined as follows:

4.2.1 Reuters MTCs;

4.2.2 Sites which are not MTCs (known commonly as Reuters Business Locations);

4.2.3 Customer Facilities and other Facilities:

(i) Group A - Major financial centres, full-tick IDN delivery locations;

(ii) Group B - Other key financial centres to Customer Distribution;

(iii) Group C - Other Reuters' Facilities and financial centres;

(iv) Group D - All other Facilities.

The Appendix to Schedule 5 Part 2 lists the locations covered by each of the above groups. For the avoidance of doubt, any one location may be covered by more than one such group.

4.3 Service Categories shall be available to the Facilities groups in accordance with the following table:

* text has been redacted for confidentiality

Back to Contents

	Reuters MTCs	Reuters Business Locations	Group A	Group B	Group C	Group D
Platinum	*	*	*	*	*	*
Gold Fast Converge	*	*	*	*	*	*
Gold Standard	*	*	*	*	*	*
Gold No Converge	*	*	*	*	*	*
Silver Fast Converge	*	*	*	*	*	*
Silver Standard	*	*	*	*	*	*
Silver No Converge	*	*	*	*	*	*
Bronze +	*	*	*	*	*	*
Bronze	*	*	*	*	*	*

5 New Service Boundary

5.1 Enterprise & Delivery Network Service Boundary

The Service boundary for Facilities shall be at the Reuters or Customer (as appropriate) facing Ethernet port on the final BT-provided CPE. See Diagram 1 at Appendix B.

5.2 Core Network Service Boundary

The Service boundary for the Core Network will be either an ATM or Ethernet interface. See Diagram 2 at Appendix B.

5.3 Direct Connect

The Service Boundary for the Direct Connect network is described in Diagram 3 at Appendix B.

5.4 Boundary for IDN DVB POP

5.4.1 When requested by Reuters, BT will house a Reuters-provided satellite dish and related server equipment within a BT Point of Presence (POP) set out in the list in Appendix A (or a list substantially the same as that in Appendix A) and use terrestrial services to deliver MPLS connectivity to a Facility, using (without limitation) that dish. The Parties will work together in good faith to complete the list currently set out in Appendix A by the Closing Date, and thereafter if not completed by that date.

5.4.2 Demarcation points in such circumstances will be the end of Reuters-supplied cables from the racks to the input port of the first item of BT-provided Equipment, unless otherwise agreed in writing.

5.4.3 BT shall provide environmental support for the IDN DVB POP rack and equipment and, on request from Reuters, BT shall:

* text has been redacted for confidentiality

Back to Contents

(i) power cycle Reuters' equipment within the POP;

(ii) connect the end of the Reuters-supplied cables to the BT communications equipment and power supplies; and

(iii) such other services as may from time to time be agreed between the Parties.

6 Service Differentiation

6.1 The final design for Connections on the Enterprise and Delivery Networks will be agreed between the Parties as appropriate, but (subject to agreement otherwise between the Parties otherwise) the design will achieve as a minimum the following four criteria (or equivalent):

6.1.1 Service Category being the category in respect of the relevant Service Levels for the Service as set out in the table in paragraph 3.1.1 of Schedule 5 Part 2;

6.1.2 Service Class (as defined in paragraph 6.3);

6.1.3 IP level. Traffic would be classified based on any combination of:

(i) Source Address and mask;

(ii) Destination Address and mask;

(iii) Protocol number;

(iv) TCP/UDP source or destination port numbers; and

for the avoidance of doubt, there will be at least one IP level for each Reuters Customer Service; and

6.1.4 required bandwidth allocation.

6.2 The design for the Platinum Network shall be agreed by the Parties acting reasonably and in good faith and shall be fixed for the term of the Agreement (unless as otherwise agreed between the Parties in writing).

6.3 Within the Enterprise Network and the Delivery Network, all connections of each Reuters Product Group (meaning a collection of services delivered to Customers by Reuters which share common network and security requirements such that they can be treated as a single service for analysis purposes) will be consolidated into one of a number of Service Classes (up to a maximum of 25 Service Classes). "**Service Classes**" means classes of services each of which have unique attributes which allow them to be differentiated from each other in terms of attributes such as priority to the extent reasonably possible. Initially, eight Service Classes will be provided (as per paragraphs 6.5 and 6.6):

a) BDN

b) IDN

c) FX Transactions

d) Equity Transactions

e) Reuters Hosted Product Delivery

f) MDN

Back to Contents

g) Management

h) Reuters Hosted Inter-Data Centre Connectivity

6.4 For the avoidance of doubt, the above criteria permit more than one Service Class per Reuters Product Group or multiple Reuters Product Groups per Service Class.

6.5 Each Service Class will be assigned a guaranteed bandwidth on a per-Facility basis (for example, for Site A, web services could be assigned 64k and IDN/BDN 128k, whilst on site B web services could be assigned 128k and IDN/BDN 192k). In each case, the Customer Facility will have a total bandwidth into the network of the sum of the bandwidths guaranteed to the Service Classes for that Facility, for Site A 192k, and Site B 320k. Each Service Class will be guaranteed its guaranteed bandwidth, and will have access to bandwidth not in use by other Services Classes.

6.6 It must be possible and BT shall provide at Reuters' request a Service Class which is allocated a fixed bandwidth that cannot be affected by any other Service Class or burst out of its allocated bandwidth.

7 Switch Installation

If a Customer requires a switch in connection with its receipt of New Services under this Agreement, Reuters shall if required order such switch and relevant support services via the price book in Schedule 6 (*Service Charges*).

8 Hosted RSS

8.1 If mutually agreed between the Parties (acting reasonably and in good faith) that it is beneficial to install RSS servers for the purpose of distributing IDN data in a BT PoP then Reuters will supply the necessary equipment, BT will house that equipment in such BT PoP at no additional charge, Reuters will remotely manage that equipment and BT will provide such services as set out in paragraph 5.4.2.

9 Generic CPE Specification

9.1 At each Facility BT shall provide the following minimum CPE specifications:

9.1.1 Main Technical Centre: A bespoke design per MTC, allocating sufficient ports as necessary to deliver the Services in accordance with the applicable Service Levels. The equipment delivered by BT shall consist of, as a minimum, routers and ATM switches, with the number of LAN switches deemed necessary by BT to interconnect the BT equipment.

9.1.2 All other Facilities: In all cases, an Ethernet interface on a Customer-facing BT supplied device, typically a router, but in certain configurations a LAN switch will be provided of varying speed and interface type. The CPE interface will also support an IEEE 802.1q VLAN interface. Where X.25 is being supported, the X.25 interface will be a serial port acting as an X.25 DCE.

9.2 The CPE will support the Internet Protocol (IP) as the Customer access protocol and the protocol into the network. The only additional protocols supported are X.25 for Contributions and DECNet between the MTCs.

Back to Contents

10 IP Addressing

Unless otherwise agreed between the Parties, the IP Addressing for Services will continue to be provided as they were for the Existing Services.

11 Domain Name Services (DNS)

11.1 Unless otherwise agreed, the DNS for Services will continue to be provided as they were for the Existing Services. However, DNS may be migrated over time to a new DNS software version or may be replaced by a new software product, in each case as agreed with Reuters from time to time (such agreement not to be unreasonably withheld) at no additional cost to Reuters. The capacity delivered will be baselined at the existing number of DNS lookups and a growth of a maximum of 20% per annum is permitted without additional cost to Reuters.

12 X.25 Contributions

12.1 Some Customers contribute data to IDN via X.25. An IP-based option is available and Customers are being actively migrated to it by Reuters to the extent that those Customers wish to be upgraded to an IP network. If Customers do not wish to be upgraded to the IP-based option, Reuters will continue to require X.25 support for such Customers. Where appropriate to meet this requirement, BT will provide an X.25 DCE logical interface at the Customer Facility presented on an RS232 physical interface.

12.2 At the appropriate Main Technical Centres, BT will provide an X.25 DCE logical interface at the Customer Facility presented on a V.11 physical interface.

13 Convergence

13.1 **Gold and Silver No Converge**: certain Service Classes (e.g. IDN and BDN) require connectivity on Connections which do not reroute on to each other. In this configuration, traffic is sent to the Customer Facility as two identical streams of data. Each of these is routed down a different physical Connection to the Customer Facility. Under failure of one of these Connections, the IDN and BDN traffic which was transported down that Connection must not be re-routed onto the remaining Connection. Separation within the IP network is not required.

13.2 **Gold and Silver Fast Converge**: This Service Level provides a resilient Service path made up of two different physical Connections (e.g. for Matching). In the event of a failure of the Connection carrying the data stream, the traffic which was transported down that Connection must be re-routed down the other Connection * of the failure occurring.

13.3 **Gold and Silver Standard**: This Service Level provides a resilient Service path in the same manner as Gold and Silver Fast Converge, provided that, in the event of a failure of the Connection carrying the data stream, the traffic which was transported down that Connection must be re-routed down the other Connection within the applicable time period set out in Schedule 5 Part 2 (*Service Levels and Service Credits – New Services*).

13.4 **Bronze Categories:** The Service paths for this Service Level are made up of only one Connection, so convergence is not applicable.

* text has been redacted for confidentiality

14 Carriers

14.1 At Reuters' prior written request, and where BT has not already contracted with a specific local carrier, BT shall contract with such Reuters' requested carrier subject to payment of reasonable incremental charges.

14.2 BT's obligation to meet the relevant Service Levels shall be limited to the service levels that the local carrier has contractually committed to BT to achieve. BT shall as soon as reasonably practicable notify Reuters in writing of any such impact (or anticipated impact) on the Service Levels.

15 Inventory

BT shall comply with the requirements referred to in Clause 27 (*Inventory*).

Appendix A

DVB PoP Sites

Schedule 2 Part 1B - Appendix 1

Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	SiteAddress	Zipcode	BTGold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
		Address field contents 'New Node to be installed based on Reuters requirements' indicates that node is not installed but planned based on Reuters' requirements								N/A					N/A
BT	EMEA	Albania	*	*	*	Tirana	*	*	*	*	*	*	*	*	Y
BT	EMEA	Algeria	*	*	*	Algiers	*	*	*	*	*	*	*	*	Y
	RAM	Argentina	*	*	*	Buenos Aires	*	*	*	*	*	*	*	*	*
		Armenia	*	*	*	Subsidised IPLCs	*	*	*	*	*	*	*	*	*
BT	APAC	Australia	*	*	*	Adelaide	*	*	*	*	138.600078	- 34.932434	*	*	Y
BT	APAC	Australia	*	*	*	Brisbane	*	*	*	*	153.028995	- 27.466653	*	*	Y
BT	APAC	Australia	*	*	*	Melbourne	*	*	*	*	144.961799	- 37.819032	*	*	Y
	APAC	Australia	*	*	*	Melbourne	*	*	*	*	*	*	*	*	*
BT	APAC	Australia	*	*	*	Perth	*	*	*	*	115.864387	- 31.957238	*	*	Y
BT	APAC	Australia	*	*	*	Sydney	*	*	*	*	151.21	- 33.8648	*	*	Y
BT	APAC	Australia	*	*	*	Sydney	*	*	*	*	151.205	- 33.8646	*	*	Y
BT	EMEA	Austria	*	*	*	Lamprechtshausen	*	*	*	*	12.9562	47.9924	*	*	Y
BT	EMEA	Austria	*	*	*	Wien	*	*	*	*	16,411881	48,279143	*	*	Y

* text has been redacted for confidentiality

Back to Contents

Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
		Azerbaijan	*	*	*	Subsidised IPLCs	*	*	*	*	*	*	*	*	*
BT	EMEA	Bahrain	*	*	*	Manama	*	*	*	*	*	*	*	*	Y
BT	APAC	Bangladesh	*	*	*	Dhaka	*	*	*	*	91.8333	22.35	*	*	Y
		Belarus	*	*	*		*	*	*	*	*	*	*	*	*
BT	EMEA	Belgium	*	*	*	Antwerp	*	*	*	*	4.39983	51.2271	*	*	Y
BT	EMEA	Belgium	*	*	*	Antwerp	*	*	*	*	4.41739	51.1993	*	*	Y
BT	EMEA	Belgium	*	*	*	Brussels	*	*	*	*	4.45446	50.8835	*	*	Y
BT	EMEA	Belgium	*	*	*	Charleroi	*	*	*	*	4.42911	50.4066	*	*	Y
BT	EMEA	Belgium	*	*	*	Gent	*	*	*	*	3.70443	51.0377	*	*	Y
BT	EMEA	Belgium	*	*	*	Hasslet	*	*	*	*	5.31282	50.9345	*	*	Y
BT	EMEA	Belgium	*	*	*	Kortrijk	*	*	*	*	3.22633	50.8102	*	*	Y
BT	RAM	Belgium	*	*	*	Leige	*	*	*	*	5.44951	50.6588	*	*	Y
BT	EMEA	Belgium	*	*	*	Leuven	*	*	*	*	4.71668	50.8781	*	*	Y
BT	EMEA	Belgium	*	*	*	Mons	*	*	*	*	3.93786	50.4509	*	*	Y
BT	EMEA	Belgium	*	*	*	Namur	*	*	*	*	4.8275	50.4563	*	*	Y

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Back to Contents

Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	RAM	Bermuda	*	*	*	Hamilton	*	*	*	*	64.6833	33.6667	*	*	Y
		Bolivia	*	*	*	Subsidised IPLCs	*	*	*	*	*	*	*	*	*
		Botswana	*	*	*	Subsidised IPLCs	*	*	*	*	*	*	*	*	*
BT	RAM	Brazil	*	*	*	Sao Paulo	*	*	*	*	46.6333	23.55	*	*	Y
BT	EMEA	Bulgaria	*	*	*	Sofia	*	*	*	*	23.3333	42.7	*	*	Y
		Cameroon	*	*	*	Subsidised IPLCs	*	*	*	*	*	*	*	*	*
		Canada	*	*	*	Montreal	*	*	*	*	*	*	*	*	*
BT	RAM	Canada	*	*	*	Toronto	*	*	*	*	– 79.3838	43.645	*	*	Y
		Cape Verde	*	*	*	Subsidised IPLCs	*	*	*	*	*	*	*	*	*
BT	RAM	Chile	*	*	*	Santiago	*	*	*	*	70.7	33.45	*	*	Y
		China	*	*	*	Beijing	*	*	*	*	*	*	*	*	*
BT	APAC	China	*	*	*	Guangzhou	*	*	*	*	*	*	*	*	N
BT	APAC	China	*	*	*	Shanghai	*	*	*	*	121.2	31.2	*	*	N
BT	RAM	Colombia	*	*	*	Bogota	*	*	*	*	74.0833	4.6	*	*	Y
		Costa Rica	*	*	*	Subsidised IPLCs	*	*	*	*	*	*	*	*	*
BT	EMEA	Croatia	*	*	*	Zagreb	*	*	*	*	*	*	*	*	Y
BT	EMEA	Cyprus	*	*	*	Nicosia	*	*	*	*	*	*	*	*	Y

* text has been redacted for confidentiality

Back to Contents

Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	EMEA	Czech Republic	* *	* *	* *	Prague	* *	* *	* *	* *	* 14.4794	* 50.0584	* *	* *	* Y
BT	EMEA	Czech Republic	* *	* *	* *	Prague	* *	* *	* *	* *	* *	* *	* *	* *	* Y
BT	EMEA	Denmark	*	*	*	Copenhagen	*	*	*	*	12.2853	55.6752	*	*	Y
BT	EMEA	Denmark	*	*	*	Glostrup_Telehouse	*	*	*	*	12.4018	55.686	*	*	Y
		Dominican Republic	* *	* *	* *	Subsidised IPLCs	* *	* *	* *	* *	* *	* *	* *	* *	* *
		Ecuador	*	*	*	Subsidised IPLCs	*	*	*	*	*	*	*	*	*
BT	EMEA	Egypt	*	*	*	Cairo	*	*	*	*	31.3333	29.8667	*	*	Y
		El Salvador	*	*	*	Subsidised IPLCs	*	*	*	*	*	*	*	*	*
BT	EMEA	Estonia	*	*	*	Talinn	*	*	*	*	*	*	*	*	Y
BT	EMEA	Finland	*	*	*	Espoo	*	*	*	*	12.394	41.873	*	*	Y
BT	EMEA	Finland	*	*	*	Helsinki	*	*	*	*	24.945	60.1962	*	*	Y
BT	EMEA	France	*	*	*	Amiens	*	*	*	*	-0.051349	49.8989	*	*	Y
BT	EMEA	France	*	*	*	Angouleme	*	*	*	*	-2.19113	45.6463	*	*	Y
BT	EMEA	France	*	*	*	Annecy	*	*	*	*	3.7941	45.8884	*	*	Y
BT	EMEA	France	*	*	*	Avignon	*	*	*	*	2.49754	43.942	*	*	Y
BT	EMEA	France	*	*	*	Bayonne	*	*	*	*	-3.79742	43.4856	*	*	Y
BT	EMEA	France	*	*	*	Belfort	*	*	*	*	4.51792	47.6424	*	*	Y
BT	EMEA	France	*	*	*	Besancon	*	*	*	*	3.67569	47.2611	*	*	Y
BT	EMEA	France	*	*	*	Beziers	*	*	*	*	0.897219	43.3485	*	*	Y
BT	EMEA	France	*	*	*	Bordeaux	*	*	*	*	-2.89581	44.8645	*	*	Y
BT	EMEA	France	*	*	*	Bourges	*	*	*	*	0.061594	47.0779	*	*	Y
BT	EMEA	France	*	*	*	Brest	*	*	*	*	-6.83985	48.4086	*	*	Y
BT	EMEA	France	*	*	*	Caen	*	*	*	*	-2.70862	49.1844	*	*	Y
BT	EMEA	France	*	*	*	Calais	*	*	*	*	-0.468499	50.9523	*	*	Y
BT	EMEA	France	*	*	*	Cherbourg	*	*	*	*	-3.95776	49.6409	*	*	Y
BT	EMEA	France	*	*	*	Clermont Ferrand	*	*	*	*	0.776155	45.7871	*	*	Y

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Back to Contents

Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	EMEA	France	*	*	*	Dijon	*	*	*	*	2.69623	47.333	*	*	Y
BT	EMEA	France	*	*	*	Grenoble	*	*	*	*	3.37819	45.1842	*	*	Y
BT	EMEA	France	*	*	*	La Rochelle	*	*	*	*	-3.51356	46.1619	*	*	Y
BT	EMEA	France	*	*	*	Le Havre	*	*	*	*	-2.20479	49.4971	*	*	Y
BT	EMEA	France	*	*	*	Le Mans	*	*	*	*	-2.1403	47.9816	*	*	Y
BT	EMEA	France	*	*	*	Lille	*	*	*	*	0.735055	50.6284	*	*	Y
	EMEA	France	*	*	*	Lille	*	*	*	*	*	*	*	*	*
BT	EMEA	France	*	*	*	Limoges	*	*	*	*	-1.05947	45.8581	*	*	Y
BT	EMEA	France	*	*	*	Lorient	*	*	*	*	-5.71564	47.75	*	*	Y
	EMEA	France	*	*	*	Lyon	*	*	*	*	*	*	*	*	*
BT	EMEA	France	*	*	*	Lyon	*	*	*	*	2.499	45.7578	*	*	Y
BT	EMEA	France	*	*	*	Macon	*	*	*	*	2.49063	46.3056	*	*	Y
BT	EMEA	France	*	*	*	Marseille	*	*	*	*	3.06539	43.2821	*	*	Y
	EMEA	France	*	*	*	Marseille	*	*	*	*	*	*	*	*	*
BT	EMEA	France	*	*	*	Metz	*	*	*	*	3.85753	49.1044	*	*	Y
BT	EMEA	France	*	*	*	Montelimar	*	*	*	*	2.40954	44.5545	*	*	Y
BT	EMEA	France	*	*	*	Montpellier	*	*	*	*	1.53739	43.6099	*	*	Y
BT	EMEA	France	*	*	*	Mulhouse	*	*	*	*	4.98867	47.7533	*	*	Y
BT	EMEA	France	*	*	*	Nancy	*	*	*	*	3.83766	48.6877	*	*	Y
BT	EMEA	France	*	*	*	Nantes	*	*	*	*	-3.89912	47.2367	*	*	Y
	EMEA	France	*	*	*	Nantes	*	*	*	*	*	*	*	*	*
BT	EMEA	France	*	*	*	Nevers	*	*	*	*	0.823062	46.9852	*	*	Y
	EMEA	France	*	*	*	Nice (Sofia Antipolis)	*	*	*	*	*	*	*	*	*
BT	EMEA	France	*	*	*	Nice	*	*	*	*	4.91372	43.7018	*	*	Y
BT	EMEA	France	*	*	*	Orleans	*	*	*	*	-0.424367	47.8733	*	*	Y
BT	EMEA	France	*	*	*	Paris	*	*	*	*	*	*	*	*	Y
BT	EMEA	France	*	*	*	Paris	*	*	*	*	0.010277	48.859	*	*	Y
BT	EMEA	France	*	*	*	Paris - Le Capitole	*	*	*	*	-0.121641	48.8866	*	*	Y
	EMEA	France	*	*	*	Paris	*	*	*	*	*	*	*	*	*
BT	EMEA	France	*	*	*	Paris - Massy	*	*	*	*	-0.066622	48.7263	*	*	Y
BT	EMEA	France	*	*	*	Perpignan	*	*	*	*	0.568023	42.6986	*	*	Y
BT	EMEA	France	*	*	*	Poitiers	*	*	*	*	-1.96574	46.5851	*	*	Y

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Back to Contents

Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	EMEA	France	*	*	*	Puteaux	*	*	*	*	-0.097864	48.8823	*	*	Y
BT	EMEA	France	*	*	*	Reims	*	*	*	*	1.71876	49.2531	*	*	Y
BT	EMEA	France	*	*	*	Rennes	*	*	*	*	-4.02442	48.1144	*	*	Y
BT	EMEA	France	*	*	*	Rouen	*	*	*	*	-1.24555	49.4412	*	*	Y
BT	EMEA	France	*	*	*	St Etienne	*	*	*	*	2.03072	45.4255	*	*	Y
	EMEA	France	*	*	*	Strasbourg	*	*	*	*	*	*	*	*	*
BT	EMEA	France	*	*	*	Strasbourg	*	*	*	*	5.42056	48.5709	*	*	Y
BT	EMEA	France	*	*	*	Toulon	*	*	*	*	3.59734	43.1362	*	*	Y
	EMEA	France	*	*	*	Toulouse	*	*	*	*	*	*	*	*	*
BT	EMEA	France	*	*	*	Toulouse	*	*	*	*	-0.903634	43.6005	*	*	Y
BT	EMEA	France	*	*	*	Tours	*	*	*	*	-1.64135	47.3944	*	*	Y
BT	EMEA	France	*	*	*	Troyes	*	*	*	*	1.73897	48.2927	*	*	Y
BT	EMEA	France	*	*	*	Valenciennes	*	*	*	*	1.17735	50.3622	*	*	Y
BT	EMEA	France	*	*	*	Venissieux	*	*	*	*	*	*	*	*	Y
BT		Georgia	*	*	*	Subsidised IPLCs	*	*	*	*	*	*	*	*	*
BT	EMEA	Germany	*	*	*	Aachen	*	*	*	*	6.127614975	50.7803497	*	*	Y
BT	EMEA	Germany	*	*	*	Aalen	*	*	*	*	10.08848476	48.8313408	*	*	Y
BT	EMEA	Germany	*	*	*	Amberg	*	*	*	*	11.86995316	49.426609	*	*	Y
BT	EMEA	Germany	*	*	*	Aschaffenburg	*	*	*	*	9.094611168	49.9715157	*	*	Y
BT	EMEA	Germany	*	*	*	Augsburg	*	*	*	*	10.85476971	48.3821106	*	*	Y
BT	EMEA	Germany	*	*	*	Augsburg	*	*	*	*	10.88108253	48.4008408	*	*	Y
BT	EMEA	Germany	*	*	*	Bamberg	*	*	*	*	10.89942932	49.9013977	*	*	Y

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Back to Contents

Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	EMEA	Germany	*	*	*	Bayreuth	*	*	*	*	11.54888916	49.955555	*	*	Y
BT	EMEA	Germany	*	*	*	Bayreuth	*	*	*	*	11.61037254	49.9592438	*	*	Y
BT	EMEA	Germany	*	*	*	Berlin	*	*	*	*	13.37530041	52.4341011	*	*	N
BT	EMEA	Germany	*	*	*	Bielefeld	*	*	*	*	8.613760948	51.999588	*	*	Y
BT	EMEA	Germany	*	*	*	Bonn	*	*	*	*	7.139821053	50.7395897	*	*	Y
BT	EMEA	Germany	*	*	*	Braunschweig	*	*	*	*	10.55194092	52.3103409	*	*	Y
BT	EMEA	Germany	*	*	*	Bremen	*	*	*	*	8.805006981	53.0823212	*	*	Y
BT	EMEA	Germany	*	*	*	Bremerhaven	*	*	*	*	8.580849648	53.5435982	*	*	Y
BT	EMEA	Germany	*	*	*	Burgkirchen	*	*	*	*	12.74674129	48.1501236	*	*	Y
BT	EMEA	Germany	*	*	*	Cham	*	*	*	*	12.67434406	49.1996155	*	*	Y
BT	EMEA	Germany	*	*	*	Chemnitz	*	*	*	*	12.92253685	50.8259964	*	*	Y
BT	EMEA	Germany	*	*	*	Coburg	*	*	*	*	10.9583807	50.2814293	*	*	Y

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Back to Contents

Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	EMEA	Germany	*	*	*	Cottbus	*	*	*	*	14.33894062	51.7535324	*	*	Y
BT	EMEA	Germany	*	*	*	Darmstadt	*	*	*	*	8.645330429	49.8702011	*	*	Y
BT	EMEA	Germany	*	*	*	Deggendorf	*	*	*	*	12.98153973	48.8486824	*	*	Y
BT	EMEA	Germany	*	*	*	Dingolfing	*	*	*	*	12.46504021	48.6410332	*	*	Y
BT	EMEA	Germany	*	*	*	Dresden	*	*	*	*	13.73597622	51.0390587	*	*	Y
BT	EMEA	Germany	*	*	*	Duisburg	*	*	*	*	6.77230978	51.3740005	*	*	Y
BT	EMEA	Germany	*	*	*	Erfurt	*	*	*	*	11.04059315	51.0167618	*	*	Y
BT	EMEA	Germany	*	*	*	Erlangen	*	*	*	*	10.97722054	49.564949	*	*	Y
BT	EMEA	Germany	*	*	*	Finsing	*	*	*	*	11.81439972	48.2228012	*	*	Y
BT	EMEA	Germany	*	*	*	Flensburg	*	*	*	*	9.424678802	54.80793	*	*	Y
BT	EMEA	Germany	*	*	*	Frankfurt	*	*	*	*	8.66034317	50.1923676	*	*	Y
BT	EMEA	Germany	*	*	*	Freiburg	*	*	*	*	7.804729939	47.9860001	*	*	Y
BT	EMEA	Germany	*	*	*	Gera	*	*	*	*	12.0449419	50.9176826	*	*	Y

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Back to Contents

Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	EMEA	Germany	*	*	*	Göttingen	*	*	*	*	9.900332451	51.5415878	*	*	Y
BT	EMEA	Germany	*	*	*	Gottmadingen	*	*	*	*	8.765665054	47.7308426	*	*	Y
BT	EMEA	Germany	*	*	*	Großenlupnitz	*	*	*	*	10.38574219	51.0028992	*	*	Y
BT	EMEA	Germany	*	*	*	Großmehring	*	*	*	*	11.50483799	48.7623978	*	*	Y
BT	EMEA	Germany	*	*	*	Hallbergmoos	*	*	*	*	11.7398777	48.3276367	*	*	Y
BT	EMEA	Germany	*	*	*	Hamburg	*	*	*	*	10.04954243	53.5523682	*	*	N
BT	EMEA	Germany	*	*	*	Hof	*	*	*	*	11.95863533	50.3196869	*	*	Y
BT	EMEA	Germany	*	*	*	Ilmenau	*	*	*	*	10.94256592	50.6918907	*	*	Y
BT	EMEA	Germany	*	*	*	Ingolstadt	*	*	*	*	11.47239971	48.7434998	*	*	Y
BT	EMEA	Germany	*	*	*	Itzehoe	*	*	*	*	9.520070076	53.9356003	*	*	Y
BT	EMEA	Germany	*	*	*	Jena	*	*	*	*	11.58603001	50.8981056	*	*	Y
BT	EMEA	Germany	*	*	*	Kaiserslautern	*	*	*	*	7.67102623	49.4350471	*	*	Y
BT	EMEA	Germany	*	*	*	Karlsfeld	*	*	*	*	11.45797825	48.2145004	*	*	Y

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Back to Contents

Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	EMEA	Germany	*	*	*	Kassel	*	*	*	*	9.539243698	51.3027077	*	*	Y
BT	EMEA	Germany	*	*	*	Kempten	*	*	*	*	10.31659985	47.7269669	*	*	Y
BT	EMEA	Germany	*	*	*	Kiel	*	*	*	*	10.18229961	54.3189011	*	*	Y
BT	EMEA	Germany	*	*	*	Koblenz	*	*	*	*	7.596250057	50.3888016	*	*	Y
BT	EMEA	Germany	*	*	*	Krefeld	*	*	*	*	6.591986179	51.3273849	*	*	Y
BT	EMEA	Germany	*	*	*	Landshut	*	*	*	*	12.14243507	48.5401611	*	*	Y
BT	EMEA	Germany	*	*	*	Landshut	*	*	*	*	12.14243507	48.5401611	*	*	Y
BT	EMEA	Germany	*	*	*	Langen	*	*	*	*	8.995989799	49.9431992	*	*	Y
BT	EMEA	Germany	*	*	*	Lübeck	*	*	*	*	10.62012959	53.8661499	*	*	Y
BT	EMEA	Germany	*	*	*	Magdeburg	*	*	*	*	11.61616516	52.1181679	*	*	Y
BT	EMEA	Germany	*	*	*	Mainz	*	*	*	*	8.26101017	49.9760017	*	*	Y
BT	EMEA	Germany	*	*	*	Meitingen	*	*	*	*	10.86616325	48.5481033	*	*	Y
BT	EMEA	Germany	*	*	*	München	*	*	*	*	11.58047295	48.1898842	*	*	Y

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Back to Contents

Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	EMEA	Germany	*	*	*	München	*	*	*	*	11.55291843	48.1488152	*	*	Y
BT	EMEA	Germany	*	*	*	München	*	*	*	*	11.58110237	48.1100922	*	*	Y
BT	EMEA	Germany	*	*	*	Münster	*	*	*	*	7.591800213	51.9726982	*	*	Y
BT	EMEA	Germany	*	*	*	Neufahrn I.Nb	*	*	*	*	12.17908192	48.736805	*	*	Y
BT	EMEA	Germany	*	*	*	Oerlenbach	*	*	*	*	10.11782932	50.1642685	*	*	Y
BT	EMEA	Germany	*	*	*	Offenbach	*	*	*	*	8.745298386	50.11343	*	*	Y
BT	EMEA	Germany	*	*	*	Oldenburg	*	*	*	*	8.214410782	53.1408501	*	*	Y
BT	EMEA	Germany	*	*	*	Osnabrück	*	*	*	*	8.045710564	52.2750015	*	*	Y
BT	EMEA	Germany	*	*	*	Paderborn	*	*	*	*	8.748806	51.717083	*	*	Y
BT	EMEA	Germany	*	*	*	Passau	*	*	*	*	13.41187763	48.5811691	*	*	Y
BT	EMEA	Germany	*	*	*	Regensburg	*	*	*	*	12.12993908	49.0302353	*	*	Y
BT	EMEA	Germany	*	*	*	Regensburg	*	*	*	*	12.15134144	49.0141678	*	*	Y

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Back to Contents

Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	EMEA	Germany	*	*	*	Regensburg	*	*	*	*	12.08154297	49.0191383	*	*	Y
BT	EMEA	Germany	*	*	*	Reutlingen	*	*	*	*	9.230033875	48.5122185	*	*	Y
BT	EMEA	Germany	*	*	*	Rosenheim	*	*	*	*	12.08962822	47.8397942	*	*	Y
BT	EMEA	Germany	*	*	*	Rosenheim	*	*	*	*	12.15595818	47.8389702	*	*	Y
BT	EMEA	Germany	*	*	*	Roßtal	*	*	*	*	10.84446812	49.3782501	*	*	Y
BT	EMEA	Germany	*	*	*	Rostock	*	*	*	*	12.08137703	54.1308212	*	*	Y
BT	EMEA	Germany	*	*	*	Saarbrücken	*	*	*	*	7.006380081	49.233799	*	*	Y
BT	EMEA	Germany	*	*	*	Scheßlitz	*	*	*	*	11.10778522	49.9816017	*	*	Y
BT	EMEA	Germany	*	*	*	Schirmitz	*	*	*	*	12.16910553	49.6476097	*	*	Y
BT	EMEA	Germany	*	*	*	Schwandorf	*	*	*	*	12.08373165	49.2990837	*	*	Y
BT	EMEA	Germany	*	*	*	Schweinfurt	*	*	*	*	10.23760033	50.0325127	*	*	Y
BT	EMEA	Germany	*	*	*	Schweinfurt	*	*	*	*	10.19846725	50.0303955	*	*	Y
BT	EMEA	Germany	*	*	*	Schwerin	*	*	*	*	11.37215519	53.6095543	*	*	Y

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Back to Contents

Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	EMEA	Germany	*	*	*	Starnberg	*	*	*	*	11.34927464	48.0070076	*	*	Y
BT	EMEA	Germany	*	*	*	Straubing	*	*	*	*	12.61867714	48.880497	*	*	Y
BT	EMEA	Germany	*	*	*	Stuttgart	*	*	*	*	9.170769691	48.7081985	*	*	Y
BT	EMEA	Germany	*	*	*	Sulzfeld	*	*	*	*	10.39048004	50.282299	*	*	Y
BT	EMEA	Germany	*	*	*	Teltow	*	*	*	*	13.24462795	52.3996124	*	*	Y
BT	EMEA	Germany	*	*	*	Traunstein	*	*	*	*	12.62080383	47.883091	*	*	Y
BT	EMEA	Germany	*	*	*	Trier	*	*	*	*	6.596335888	49.719696	*	*	Y
BT	EMEA	Germany	*	*	*	Ulm	*	*	*	*	9.965618134	48.3940773	*	*	Y
BT	EMEA	Germany	*	*	*	Weimar	*	*	*	*	11.32313061	50.9839668	*	*	Y
BT	EMEA	Germany	*	*	*	Weißenburg I. Bay.	*	*	*	*	10.96520424	49.035347	*	*	Y
BT	EMEA	Germany	*	*	*	Wolfsburg	*	*	*	*	10.79184055	52.4290733	*	*	Y
BT	EMEA	Germany	*	*	*	Wuppertal	*	*	*	*	7.185152054	51.2647514	*	*	Y

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Back to Contents

Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	EMEA	Germany	*	*	*	Würzburg	*	*	*	*	9.897795677	49.8049698	*	*	Y
BT	EMEA	Germany	*	*	*	Würzburg	*	*	*	*	9.92857933	49.8028564	*	*	Y
BT	EMEA	Germany	*	*	*	Zwickau	*	*	*	*	12.47622204	50.7282257	*	*	Y
		Ghana	*	*	*	Subsidised IPLCs	*	*	*	*	*	*	*	*	*
BT	EMEA	Greece	*	*	*	Athens	*	*	*	*	23.7167	37.9667	*	*	Y
BT	RAM	Guatemala	*	*	*	Guatemala City	*	*	*	*	90.5167	14.6167	*	*	Y
		Guernsey	*	*	*	Subsidised IPLCs	*	*	*	*	*	*	*	*	*
		Hondouras	*	*	*	Subsidised IPLCs	*	*	*	*	*	*	*	*	*
BT	APAC	Hong Kong	*	*	*	Hong Kong	*	*	*	*	114.177465	22.307184	*	*	Y
BT	APAC	Hong Kong	*	*	*	Hong Kong	*	*	*	*	114.2228	22.3125	*	*	Y
BT	EMEA	Hungary	*	*	*	Budapest	*	*	*	*	19.0495	47.4599	*	*	Y
BT	EMEA	Hungary	*	*	*	Budapest	*	*	*	*	19,0785	47,5627	*	*	Y
BT	EMEA	Iceland	*	*	*	Reykjavik	*	*	*	*	*	*	*	*	*
BT	APAC	India	*	*	*	Bangalore	*	*	*	*	77.6167	12.95	*	*	Y
BT	APAC	India	*	*	*	Bangalore	*	*	*	*	77.6167	12.95	*	*	Y
BT	APAC	India	*	*	*	Mumbai (Bombay)	*	*	*	*	72.8167	18.9	*	*	Y
BT	APAC	India	*	*	*	Mumbai (Bombay)	*	*	*	*	72.8167	18.9	*	*	Y

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Back to Contents

Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	APAC	India	*	*	*	New Delhi	*	*	*	*	77.2	28.5833	*	*	Y
BT	APAC	Indonesia	*	*	*	Jakarta	*	*	*	*			*	*	Y
BT	EMEA	Ireland	*	*	*	Athlone	*	*	*	*	53.4266	-7.93494	*	*	Y
BT	EMEA	Ireland	*	*	*	Bray	*	*	*	*	53.2046	-6.10015	*	*	Y
BT	EMEA	Ireland	*	*	*	Cork	*	*	*	*	51.9007	-8.46204	*	*	Y
BT	EMEA	Ireland	*	*	*	Dublin	*	*	*	*	53.3578	-6.23381	*	*	Y
BT	EMEA	Ireland	*	*	*	Dundalk	*	*	*	*	54.001	-6.41158	*	*	Y
BT	EMEA	Ireland	*	*	*	Dundrum	*	*	*	*	53.302413	-6.243459	*	*	Y
BT	EMEA	Ireland	*	*	*	Ennis	*	*	*	*	52.8387	-8.97466	*	*	Y
BT	EMEA	Ireland	*	*	*	Galway	*	*	*	*	53.290232	-9.006754	*	*	Y
BT	EMEA	Ireland	*	*	*	Kilkenny	*	*	*	*	52.6539	-7.24253	*	*	Y
BT	EMEA	Ireland	*	*	*	Limerick	*	*	*	*	52.6735	-8.5503	*	*	Y
BT	EMEA	Ireland	*	*	*	Mullingar	*	*	*	*	53.5198	-7.34626	*	*	Y
BT	EMEA	Ireland	*	*	*	Portlaoise	*	*	*	*	53.0366	-7.3003	*	*	Y
BT	EMEA	Ireland	*	*	*	Sligo	*	*	*	*	54.2719	-8.48122	*	*	Y

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Back to Contents

Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	EMEA	Ireland	*	*	*	Tralee	*	*	*	*	52.2707	-9.69869	*	*	Y
BT	EMEA	Ireland	*	*	*	Waterford	*	*	*	*	52.2595	-7.103	*	*	Y
BT	EMEA	Ireland	*	*	*	Wexford	*	*	*	*	52.3428	-6.46348	*	*	Y
BT	EMEA	Isle of man	*	*	*	Douglas	*	*	*	*			*	*	
BT	EMEA	Israel	*	*	*	Tel Aviv	*	*	*	*	34.7833	32.1	*	*	Y
BT	EMEA	Italy	*	*	*	Bari	*	*	*	*	16.88777778	41.1086111	*	*	Y
BT	EMEA	Italy	*	*	*	Bergamo	*	*	*	*	9.67277778	45.6786111	*	*	Y
BT	EMEA	Italy	*	*	*	Bologna	*	*	*	*	11.36416667	44.5086111	*	*	Y
BT	EMEA	Italy	*	*	*	Bolzano	*	*	*	*	11.34222222	46.4813889	*	*	Y
BT	EMEA	Italy	*	*	*	Como	*	*	*	*	9.085	45.7994444	*	*	Y
BT	EMEA	Italy	*	*	*	Firenze	*	*	*	*	11.20388889	43.7705556	*	*	Y
BT	EMEA	Italy	*	*	*	Genova	*	*	*	*	8.83	44.4263889	*	*	Y
BT	EMEA	Italy	*	*	*	Milan	*	*	*	*	9.2557	45.4222	*	*	Y
BT	EMEA	Italy	*	*	*	Modena	*	*	*	*	10.89861111	44.6577778	*	*	Y
BT	EMEA	Italy	*	*	*	Napoli	*	*	*	*	14.27555556	40.8505556	*	*	Y
BT	EMEA	Italy	*	*	*	Padova	*	*	*	*	11.90166667	45.4097222	*	*	Y
BT	EMEA	Italy	*	*	*	Parma	*	*	*	*	10.33666667	44.805	*	*	Y

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[Back to Contents](#)

Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	EMEA	Italy	*	*	*	Pescara	*	*	*	*	14.20305556	42.4697222	*	*	Y
BT	EMEA	Italy	*	*	*	Piacenza	*	*	*	*	9.71888889	45.0458333	*	*	Y
BT	EMEA	Italy	*	*	*	Rome	*	*	*	*	12.394	41.873	*	*	N
BT	EMEA	Italy	*	*	*	Torino	*	*	*	*	7.6975	45.1022222	*	*	Y
BT	EMEA	Italy	*	*	*	Trento	*	*	*	*	11.11472222	46.0572222	*	*	Y
BT	EMEA	Italy	*	*	*	Trieste	*	*	*	*	13.77944444	45.6838889	*	*	Y
BT	EMEA	Italy	*	*	*	Venezia	*	*	*	*	12.2175	45.4613889	*	*	Y
BT	EMEA	Italy	*	*	*	Verona	*	*	*	*	10.96805556	45.4052778	*	*	Y
BT	APAC	Japan	*	*	*	Osaka	*	*	*	*	134.5667	34.0667	*	*	Y
BT	APAC	Japan	*	*	*	Tokyo	*	*	*	*	135.5	34.667	*	*	Y
BT	APAC	Japan	*	*	*	Tokyo	*	*	*	*	139.7667	35.6833	*	*	Y
		Jersey	*	*	*	St Helier	*	*	*	*			*	*	
BT	EMEA	Jordan	*	*	*	Amman	*	*	*	*	35.95	31.95	*	*	Y
BT	EMEA	Kazakstan	*	*	*	Almaty	*	*	*	*			*	*	Y
BT	EMEA	Kazakstan	*	*	*	Astana	*	*	*	*			*	*	Y
BT	EMEA	Kenya	*	*	*	Nairobi	*	*	*	*	36.8	1.2667	*	*	Y
BT	APAC	Korea, Republic Of	*	*	*	Seoul	*	*	*	*	126.9667	37.5667	*	*	Y
		Kyrgyzstan	*	*	*	Subsidised IPLCs	*	*	*	*			*	*	
BT	EMEA	Kuwait	*	*	*	Kuwait City	*	*	*	*			*	*	Y

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Back to Contents

Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	EMEA	Latvia	*	*	*	Riga	*	*	*	*			*	*	Y
BT	EMEA	Lebanon	*	*	*	Beirut	*	*	*	*	35.4667	33.9	*	*	Y
BT	EMEA	Lithuania	*	*	*	Vilnius	*	*	*	*			*	*	Y
BT	EMEA	Luxembourg	*	*	*	Luxembourg	*	*	*	*	6,116	49,5823	*	*	Y
BT	EMEA	Luxembourg	*	*	*	Luxembourg	*	*	*	*	6.1297	49.6095	*	*	Y
BT		Macau	*	*	*	Subsidised IPLCs	*	*	*	*			*	*	
BT		Madagascar	*	*	*	Subsidised IPLCs	*	*	*	*			*	*	
BT		Malawi	*	*	*	Subsidised IPLCs	*	*	*	*			*	*	
BT	APAC	Malaysia	*	*	*	Kuala Lumpur	*	*	*	*	101.7	3.1167	*	*	Y
		Mauritius	*	*	*	Port Louis	*	*	*	*			*	*	
BT	EMEA	Malta	*	*	*	Mdina	*	*	*	*			*	*	Y
BT	RAM	Mexico	*	*	*	Mexico City	*	*	*	*	99.2	19.4	*	*	N
BT	RAM	Mexico	*	*	*	Monterrey	*	*	*	*	99.2	19.4	*	*	N
		Moldova	*	*	*	Subsidised IPLCs	*	*	*	*			*	*	
		Monaco	*	*	*		*	*	*	*		*	*	*	
BT	EMEA	Morroco	*	*	*	Casablanca	*	*	*	*	7.65	33.5833	*	*	Y
		Mozambique	*	*	*	Subsidised IPLCs	*	*	*	*			*	*	

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Back to Contents

Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
		Namibia	*	*	*	Subsidised IPLCs	*	*	*	*			*	*	
BT	EMEA	Netherlands	*	*	*	Alkmaar	*	*	*	*	4.73464	52.6358	*	*	Y
BT	EMEA	Netherlands	*	*	*	Amersfoort	*	*	*	*	5.34933	52.162	*	*	Y
BT	EMEA	Netherlands	*	*	*	Amsterdam	*	*	*	*	4.8951	52.3834	*	*	Y
BT	EMEA	Netherlands	*	*	*	Amsterdam	*	*	*	*	4.86272	52.3964	*	*	Y
BT	EMEA	Netherlands	*	*	*	Amsterdam	*	*	*	*	4.82726	52.3902	*	*	Y
BT	EMEA	Netherlands	*	*	*	Amsterdam	*	*	*	*	4.87405	52.3415	*	*	Y
BT	EMEA	Netherlands	*	*	*	Amsterdam	*	*	*	*	4.95329	52.3551	*	*	Y
BT	EMEA	Netherlands	*	*	*	Amsterdam	*	*	*	*	4.9443	52.3104	*	*	Y
BT	EMEA	Netherlands	*	*	*	Amsterdam	*	*	*	*	4.829221	52.344563	*	*	Y
BT	EMEA	Netherlands	*	*	*	Apeldoorn	*	*	*	*	5.95347	52.2077	*	*	Y
BT	EMEA	Netherlands	*	*	*	Arnhem	*	*	*	*	5.85765	51.9832	*	*	Y
BT	EMEA	Netherlands	*	*	*	Beverwijk	*	*	*	*	4.65644	52.4804	*	*	Y

* text has been redacted for confidentiality

Back to Contents

Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	EMEA	Netherlands	*	*	*	Breda	*	*	*	*	4.80306	51.5992	*	*	Y
BT	EMEA	Netherlands	*	*	*	Breda	*	*	*	*	4.80892	51.6007	*	*	Y
BT	EMEA	Netherlands	*	*	*	Den Bosch	*	*	*	*	5.29649	51.71	*	*	Y
BT	EMEA	Netherlands	*	*	*	Den Haag	*	*	*	*	4.30905	52.0601	*	*	Y
BT	EMEA	Netherlands	*	*	*	Den Haag	*	*	*	*	4.32382	52.0823	*	*	Y
BT	EMEA	Netherlands	*	*	*	Den Haag	*	*	*	*	4.28132	52.1112	*	*	Y
BT	EMEA	Netherlands	*	*	*	Deventer	*	*	*	*	6.16137	52.2576	*	*	Y
BT	EMEA	Netherlands	*	*	*	Dordrecht	*	*	*	*	4.67366	51.807	*	*	Y
BT	EMEA	Netherlands	*	*	*	Eindhoven	*	*	*	*	5.47799	51.445	*	*	Y
BT	EMEA	Netherlands	*	*	*	Eindhoven	*	*	*	*	5.49367	51.4441	*	*	Y
BT	EMEA	Netherlands	*	*	*	Enschede	*	*	*	*	6.86644	52.2219	*	*	Y
BT	EMEA	Netherlands	*	*	*	Gouda	*	*	*	*	4.68414	52.0191	*	*	Y
BT	EMEA	Netherlands	*	*	*	Groningen	*	*	*	*	6.55093	53.2106	*	*	Y

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Back to Contents

Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	EMEA	Netherlands	*	*	*	Haarlem	*	*	*	*	4.62496	52.3876	*	*	Y
BT	EMEA	Netherlands	*	*	*	Heerlen	*	*	*	*	5.97512	50.8901	*	*	Y
BT	EMEA	Netherlands	*	*	*	Helmond	*	*	*	*	5.65704	51.4784	*	*	Y
BT	EMEA	Netherlands	*	*	*	Hilversum	*	*	*	*	5.18615	52.2204	*	*	Y
BT	EMEA	Netherlands	*	*	*	Hoofddorp	*	*	*	*	4.68948	52.2919	*	*	Y
BT	EMEA	Netherlands	*	*	*	Hoogeveen	*	*	*	*	6.47353	52.7413	*	*	Y
BT	EMEA	Netherlands	*	*	*	Leeuwarden	*	*	*	*	5.7734	53.1938	*	*	Y
BT	EMEA	Netherlands	*	*	*	Leiden	*	*	*	*	4.4874	52.1733	*	*	Y
BT	EMEA	Netherlands	*	*	*	Maastricht	*	*	*	*	5.70329	50.8544	*	*	Y
BT	EMEA	Netherlands	*	*	*	Meppel	*	*	*	*	6.2001	52.6959	*	*	Y
BT	EMEA	Netherlands	*	*	*	Nieuwegein	*	*	*	*	5.10425	52.0196	*	*	Y
BT	EMEA	Netherlands	*	*	*	Nijmegen	*	*	*	*	5.86484	51.8295	*	*	Y

* text has been redacted for confidentiality

Back to Contents

Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	EMEA	Netherlands	*	*	*	Rijswijk	*	*	*	*	4.33415	52.0371	*	*	Y
BT	EMEA	Netherlands	*	*	*	Roermond	*	*	*	*	5.9992	51.213	*	*	Y
BT	EMEA	Netherlands	*	*	*	Roosendaal	*	*	*	*	4.45949	51.5402	*	*	Y
BT	EMEA	Netherlands	*	*	*	Rotterdam	*	*	*	*	4.4538	51.9227	*	*	Y
BT	EMEA	Netherlands	*	*	*	Rotterdam	*	*	*	*	4.43755	51.9258	*	*	Y
BT	EMEA	Netherlands	*	*	*	Rotterdam	*	*	*	*	4.53261	51.9169	*	*	Y
BT	EMEA	Netherlands	*	*	*	Tilburg	*	*	*	*	5.11405	51.5659	*	*	Y
BT	EMEA	Netherlands	*	*	*	Utrecht	*	*	*	*	5.09904	52.1009	*	*	Y
BT	EMEA	Netherlands	*	*	*	Venlo	*	*	*	*	6.15564	51.3739	*	*	Y
BT	EMEA	Netherlands	*	*	*	Zaandam	*	*	*	*	4.81189	52.4395	*	*	Y
BT	EMEA	Netherlands	*	*	*	Zutphen	*	*	*	*	6.20829	52.1548	*	*	Y
BT	EMEA	Netherlands	*	*	*	Zwolle	*	*	*	*	6.1199	52.4935	*	*	Y
BT		Netherlands Antiles	*	*	*	Subsidised IPLCs	*	*	*	*			*	*	

* text has been redacted for confidentiality

Back to Contents

Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	APAC	New Zealand	*	*	*	Auckland	*	*	*	*	174.7667	36.85	*	*	Y
BT	APAC	New Zealand	*	*	*	Christchurch	*	*	*	*	172.6167	43.5333	*	*	Y
BT		Nicaragua	*	*	*	Subsidised IPLCs	*	*	*	*			*	*	
BT		Nigeria	*	*	*	Subsidised IPLCs	*	*	*	*			*	*	
BT	EMEA	Norway	*	*	*	Oslo	*	*	*	*	10.741753	59.909873	*	*	Y
BT	EMEA	Norway	*	*	*	Oslo	*	*	*	*	10.7333	59.9333	*	*	Y
BT	EMEA	Oman	*	*	*	Muscat	*	*	*	*			*	*	Y
BT	APAC	Pakistan	*	*	*	Karachi	*	*	*	*	66.9833	24.8	*	*	Y
BT		Panama	*	*	*	Subsidised IPLCs	*	*	*	*			*	*	
BT	RAM	Peru	*	*	*	Lima	*	*	*	*	77.05	12.0833	*	*	Y
BT	APAC	Philippines	*	*	*	Manila	*	*	*	*	120.9833	14.5833	*	*	Y
BT	EMEA	Poland	*	*	*	Warszawa	*	*	*	*	21.0993	52.233	*	*	Y
BT	EMEA	Poland	*	*	*	Warszawa	*	*	*	*			*	*	
BT	EMEA	Portugal	*	*	*	Lisbon	*	*	*	*	-9.146652	38.741108	*	*	Y
BT		Puerto Rico	*	*	*	Subsidised IPLCs	*	*	*	*			*	*	
BT	EMEA	Qatar	*	*	*	Doha	*	*	*	*			*	*	Y
BT	EMEA	Romania	*	*	*	Bucharest	*	*	*	*			*	*	
BT	EMEA	Russian Federation	*	*	*	Moscow or St Petersburg	*	*	*	*			*	*	

* text has been redacted for confidentiality

Back to Contents

Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	EMEA	Russian Federation	*	*	*	Moscow	*	*	*	*	37.6667	55.7667	*	*	N
BT	EMEA	Saudi Arabia	*	*	*	Riyadh	*	*	*	*	46.7	24.65	*	*	Y
BT	EMEA	Serbia	*	*	*	Belgrade	*	*	*	*			*	*	Y
BT	APAC	Singapore	*	*	*	Singapore	*	*	*	*	103.8934	1.3383	*	*	Y
BT	APAC	Singapore	*	*	*	Singapore	*	*	*	*	103.8333	1.3	*	*	Y
BT	EMEA	Slovakia	*	*	*	Bratislava	*	*	*	*			*	*	Y
BT	EMEA	Slovakia	*	*	*	Bratislava	*	*	*	*	17.0997	48.1249	*	*	Y
BT	EMEA	South Africa	*	*	*	Johannesburg	*	*	*	*	28.05	26.1833	*	*	Y
BT	EMEA	Spain	*	*	*	Almería	*	*	*	*	-2.45207	36.845	*	*	Y
BT	EMEA	Spain	*	*	*	Badajoz	*	*	*	*	6.98081593	38.889192	*	*	Y
BT	EMEA	Spain	*	*	*	Barcelona	*	*	*	*	2.14555	41.3895	*	*	Y
BT	EMEA	Spain	*	*	*	Barcelona	*	*	*	*	2.1927	41.4279	*	*	Y
BT	APAC	Spain	*	*	*	Bilbao	*	*	*	*	-2.9434	43.2586	*	*	Y
BT	EMEA	Spain	*	*	*	Cádiz	*	*	*	*	6.28841573	36.5275961	*	*	Y
BT	EMEA	Spain	*	*	*	Cuenca	*	*	*	*	-2.11242	40.0484	*	*	Y
BT	EMEA	Spain	*	*	*	La Coruña	*	*	*	*	-8.43439	43.3176	*	*	Y

* text has been redacted for confidentiality

Back to Contents

Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	EMEA	Spain	*	*	*	Madrid	*	*	*	*	-3.68547	40.4056	*	*	Y
BT	EMEA	Spain	*	*	*	Madrid	*	*	*	*	-3.64243	40.4992	*	*	Y
BT	EMEA	Spain	*	*	*	Madrid/Bravo	*	*	*	*	-3.69558	40.458	*	*	Y
BT	EMEA	Spain	*	*	*	Pontevedra (Vigo)	*	*	*	*	-8.71528	42.2268	*	*	Y
BT	EMEA	Spain	*	*	*	Tres Cantos	*	*	*	*	-3.715324	40.59814	*	*	Y
BT	APAC	Sri Lanka	*	*	*	Colombo	*	*	*	*	79.8667	6.9	*	*	Y
*	*	Swaziland	*	*	*	Subsidised IPLCs	*	*	*	*	*	*	*	*	*
BT	EMEA	Sweden	*	*	*	Goteborg	*	*	*	*	12.0288	57.72	*	*	Y
BT	EMEA	Sweden	*	*	*	Malmo	*	*	*	*	13.0305	55.5799	*	*	Y
BT	EMEA	Sweden	*	*	*	Stockholm	*	*	*	*	17.9555	59.3625	*	*	Y
BT	EMEA	Sweden	*	*	*	Stockholm	*	*	*	*	*	*	*	*	*
BT	EMEA	Switzerland	*	*	*	Aarau	*	*	*	*	8.0621	47.3947	*	*	Y
BT	EMEA	Switzerland	*	*	*	Arth-Goldau	*	*	*	*	8,55002	47,0505	*	*	Y
BT	EMEA	Switzerland	*	*	*	Baden	*	*	*	*	8.3063	47.478	*	*	Y
BT	EMEA	Switzerland	*	*	*	Basel	*	*	*	*	7.5836	47.5462	*	*	Y
BT	EMEA	Switzerland	*	*	*	Basel	*	*	*	*	7,64779	47,5376	*	*	Y
BT	EMEA	Switzerland	*	*	*	Bellinzona	*	*	*	*	*	*	*	*	Y
BT	EMEA	Switzerland	*	*	*	Bern	*	*	*	*	7.456	46.9662	*	*	Y
BT	EMEA	Switzerland	*	*	*	Bern	*	*	*	*	7,41896	46,9527	*	*	Y
BT	EMEA	Switzerland	*	*	*	Bern	*	*	*	*	7.3881	46.934	*	*	Y

* text has been redacted for confidentiality

Back to Contents

Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	EMEA	Switzerland	*	*	*	Bern	*	*	*	*	7.4377	46.9496	*	*	Y
BT	EMEA	Switzerland	*	*	*	Biel	*	*	*	*	7.24	47.1326	*	*	Y
BT	EMEA	Switzerland	*	*	*	Brig	*	*	*	*	7.9912	46.3189	*	*	Y
BT	EMEA	Switzerland	*	*	*	Buchs	*	*	*	*	*	*	*	*	Y
BT	EMEA	Switzerland	*	*	*	Chiasso	*	*	*	*	9.0319	45.8323	*	*	Y
BT	EMEA	Switzerland	*	*	*	Chur	*	*	*	*	9.5271	46.8525	*	*	Y
BT	EMEA	Switzerland	*	*	*	Fribourg	*	*	*	*	7,15037	46,8023	*	*	Y
BT	EMEA	Switzerland	*	*	*	Geneva	*	*	*	*	6.1279	46.1947	*	*	Y
BT	EMEA	Switzerland	*	*	*	Geneva	*	*	*	*	*	*	*	*	Y
BT	EMEA	Switzerland	*	*	*	Geneva	*	*	*	*	*	*	*	*	N
BT	EMEA	Switzerland	*	*	*	Geneva	*	*	*	*	*	*	*	*	Y
BT	EMEA	Switzerland	*	*	*	Goeschenen	*	*	*	*	0	46,667097	*	*	Y
BT	EMEA	Switzerland	*	*	*	Horgen	*	*	*	*	8.5886	47.2617	*	*	Y
BT	EMEA	Switzerland	*	*	*	Lausanne	*	*	*	*	6.6319	46.5171	*	*	Y
BT	EMEA	Switzerland	*	*	*	Lausanne	*	*	*	*	6,6135	46,5259	*	*	Y
BT	EMEA	Switzerland	*	*	*	Locarno	*	*	*	*	0	46,173645	*	*	Y
BT	EMEA	Switzerland	*	*	*	Lugano	*	*	*	*	0	46,007239	*	*	Y
BT	EMEA	Switzerland	*	*	*	Luzern	*	*	*	*	8.312	47.0404	*	*	Y
BT	EMEA	Switzerland	*	*	*	Martigny	*	*	*	*	7.0784	46.1053	*	*	Y

* text has been redacted for confidentiality

Back to Contents

Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	EMEA	Switzerland	*	*	*	Meyrin	*	*	*	*	*	*	*	*	Y
BT	EMEA	Switzerland	*	*	*	Muenchenstein	*	*	*	*	*	*	*	*	Y
BT	EMEA	Switzerland	*	*	*	Neuchatel	*	*	*	*	*	*	*	*	Y
BT	EMEA	Switzerland	*	*	*	Oerlikon	*	*	*	*	*	*	*	*	Y
BT	EMEA	Switzerland	*	*	*	Oerlikon	*	*	*	*	0	47,412863	*	*	Y
BT	EMEA	Switzerland	*	*	*	Olten	*	*	*	*	7,9126	47,3598	*	*	Y
BT	EMEA	Switzerland	*	*	*	Ruemlang	*	*	*	*	8.5406	47.4497	*	*	Y
BT	EMEA	Switzerland	*	*	*	Sargans	*	*	*	*	0	47,04614	*	*	Y
BT	EMEA	Switzerland	*	*	*	Schaffhausen	*	*	*	*	8.6348	47.6938	*	*	Y
BT	EMEA	Switzerland	*	*	*	Sion	*	*	*	*	7.3482	46.225	*	*	Y
BT	EMEA	Switzerland	*	*	*	Solothurn	*	*	*	*	7.5324	47.206	*	*	Y
BT	EMEA	Switzerland	*	*	*	St. Gallen	*	*	*	*	0	47,424369	*	*	Y
BT	EMEA	Switzerland	*	*	*	St. Margrethen	*	*	*	*	9.6433	47.4529	*	*	Y
BT	EMEA	Switzerland	*	*	*	Thun	*	*	*	*	7.6239	46,759074	*	*	Y
BT	EMEA	Switzerland	*	*	*	Vevey	*	*	*	*	6.8411	46.4636	*	*	Y
BT	EMEA	Switzerland	*	*	*	Wil	*	*	*	*	8.5081	47.6031	*	*	Y
BT	EMEA	Switzerland	*	*	*	Winterthur	*	*	*	*	8.7285	47.5054	*	*	Y
BT	EMEA	Switzerland	*	*	*	Zug	*	*	*	*	8.5176	47.1782	*	*	Y
BT	EMEA	Switzerland	*	*	*	Zurich	*	*	*	*	8.5316	47.3645	*	*	Y
BT	EMEA	Switzerland	*	*	*	Zurich	*	*	*	*	8.5347	47.3765	*	*	Y
BT	EMEA	Switzerland	*	*	*	Zurich	*	*	*	*	8,48113	47,3946	*	*	Y
BT	EMEA	Switzerland	*	*	*	Zurich	*	*	*	*	8.5577	47.4173	*	*	Y

* text has been redacted for confidentiality

Back to Contents

Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	EMEA	Switzerland	*	*	*	Zurich	*	*	*	*	8,60922	47,4485	*	*	Y
BT	APAC	Taiwan, Province Of China	*	*	*	Taipei	*	*	*	*	121.5167	25.0333	*	*	N
BT	APAC	Taiwan, Province Of China	*	*	*	Taipei	*	*	*	*	*	*	*	*	*
BT	*	Tanzania	*	*	*	Subsidised IPLCs	*	*	*	*	*	*	*	*	*
BT	APAC	Thailand	*	*	*	Bangkok	*	*	*	*	100.5	13.7333	*	*	Y
*	*	Togo	*	*	*	Subsidised IPLCs	*	*	*	*	*	*	*	*	*
BT	EMEA	Tunisia	*	*	*	Tunis	*	*	*	*	10.2	36.7833	*	*	Y
BT	EMEA	Turkey	*	*	*	Istanbul	*	*	*	*	*	*	*	*	*
BT	EMEA	Turkey	*	*	*	Istanbul or Ankara	*	*	*	*	*	*	*	*	*
BT	*	Uganda	*	*	*	Subsidised IPLCs	*	*	*	*	*	*	*	*	*
BT	EMEA	Ukraine	*	*	*	Kiev	*	*	*	*	*	*	*	*	Y
*	*	United Arab Emirates	*	*	*	*	*	*	*	*	*	*	*	*	*
BT	EMEA	United Kingdom	*	*	*	Belfast	*	*	*	*	-5.99234	54.5666	*	*	Y
BT	EMEA	United Kingdom	*	*	*	Bedford	*	*	*	*	-0.496212	52.1086	*	*	Y
BT	EMEA	United Kingdom	*	*	*	Birmingham	*	*	*	*	-1.88581	52.4836	*	*	Y
BT	EMEA	United Kingdom	*	*	*	Bristol	*	*	*	*	-2.57749	51.5423	*	*	N

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Back to Contents

Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	EMEA	United Kingdom	*	*	*	Cosham	*	*	*	*	-1.06741	50.8425	*	*	Y
BT	EMEA	United Kingdom	*	*	*	Edinburgh	*	*	*	*	-3.30035	55.9314	*	*	N
BT	EMEA	United Kingdom	*	*	*	Eltham	*	*	*	*	0.054631	51.4516	*	*	Y
BT	EMEA	United Kingdom	*	*	*	Leeds	*	*	*	*	-1.551409	53.764247	*	*	Y
BT	EMEA	United Kingdom	*	*	*	London	*	*	*	*	-0.004461	51.5106	*	*	Y
BT	EMEA	United Kingdom	*	*	*	London	*	*	*	*	-0.131993	51.5595	*	*	N
BT	EMEA	United Kingdom	*	*	*	London	*	*	*	*	-0.167752	51.5198	*	*	Y
BT	EMEA	United Kingdom	*	*	*	Manchester	*	*	*	*	-2.3045	53.475	*	*	Y
BT	EMEA	United Kingdom	*	*	*	Newbury	*	*	*	*	-1.31239	51.3996	*	*	N
BT	EMEA	United Kingdom	*	*	*	Nottingham	*	*	*	*	-1.15712	52.9374	*	*	Y
BT	EMEA	United Kingdom	*	*	*	Renfrew	*	*	*	*	-4.37078	55.8737	*	*	Y
BT	EMEA	United Kingdom	*	*	*	Salford	*	*	*	*	-2.24574	53.48429	*	*	Y
BT	EMEA	United Kingdom	*	*	*	Swindon	*	*	*	*	-1.7735	51.5488	*	*	N

* text has been redacted for confidentiality

Back to Contents

Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	RAM	United States	*	*	*	ABILENE	*	*	*	*	32.4671	-99.719	*	*	Y
BT	RAM	United States	*	*	*	ADDISON	*	*	*	*	32.9359	-96.7898	*	*	Y
BT	RAM	United States	*	*	*	AKRON	*	*	*	*	41.0823	-81.5173	*	*	Y
BT	RAM	United States	*	*	*	ALBANY	*	*	*	*	42.6501	-73.7547	*	*	Y
BT	RAM	United States	*	*	*	ALBANY	*	*	*	*	31.5736	-84.1637	*	*	Y
BT	RAM	United States	*	*	*	ALBUQUERQUE	*	*	*	*	35.0762	-106.6505	*	*	Y
BT	RAM	United States	*	*	*	ALEXANDRIA	*	*	*	*	31.2927	-92.4612	*	*	Y
BT	RAM	United States	*	*	*	Allenville	*	*	*	*	45.8812	-84.7319	*	*	Y
BT	RAM	United States	*	*	*	ALPHARETTA	*	*	*	*	34.1221	-84.2974	*	*	Y
BT	RAM	United States	*	*	*	ALTOONA	*	*	*	*	40.5015	-78.3872	*	*	Y
BT	RAM	United States	*	*	*	AMARILLO	*	*	*	*	35.2281	-101.8088	*	*	Y
BT	RAM	United States	*	*	*	AMBRIDGE	*	*	*	*	40.5969	-80.2173	*	*	Y
BT	RAM	United States	*	*	*	AMES	*	*	*	*	42.0277	-93.6367	*	*	Y
BT	RAM	United States	*	*	*	ANAHEIM	*	*	*	*	33.8336	-117.908	*	*	Y
BT	RAM	United States	*	*	*	APPLETON	*	*	*	*	44.2756	-88.3931	*	*	Y
BT	RAM	United States	*	*	*	ARAB	*	*	*	*	34.3222	-86.4971	*	*	Y
BT	RAM	United States	*	*	*	ARCHBOLD	*	*	*	*	41.5337	-84.2985	*	*	Y
BT	RAM	United States	*	*	*	ARLINGTON	*	*	*	*	38.8602	-77.0955	*	*	Y
BT	RAM	United States	*	*	*	ARNOLD	*	*	*	*	39.0817	-76.5651	*	*	Y
BT	RAM	United States	*	*	*	ASHEVILLE	*	*	*	*	35.5812	-82.6078	*	*	Y
BT	RAM	United States	*	*	*	ASHLAND	*	*	*	*	38.4588	-82.6596	*	*	Y

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Back to Contents

* Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	RAM	United States	*	*	*	ATHENS	*	*	*	*	34.0042	-83.4951	*	*	Y
BT	RAM	United States	*	*	*	ATLANTA	*	*	*	*	33.7531	-84.3899	*	*	Y
BT	RAM	United States	*	*	*	ATLANTA	*	*	*	*	33.8733	-84.4612	*	*	Y
BT	RAM	United States	*	*	*	AUGUSTA	*	*	*	*	33.4608	-81.9722	*	*	Y
BT	RAM	United States	*	*	*	AUSTIN	*	*	*	*	30.2337	-97.7196	*	*	Y
BT	RAM	United States	*	*	*	Austin	*	*	*	*	30.271	-97.7413	*	*	Y
BT	RAM	United States	*	*	*	BAKERSFIELD	*	*	*	*	35.3831	-119.0074	*	*	Y
BT	RAM	United States	*	*	*	BALTIMORE	*	*	*	*	39.2946	-76.623	*	*	Y
BT	RAM	United States	*	*	*	BANGOR	*	*	*	*	44.8161	-68.7792	*	*	Y
BT	RAM	United States	*	*	*	BARTLESVILLE	*	*	*	*	36.7471	-95.9807	*	*	Y
BT	RAM	United States	*	*	*	BATON ROUGE	*	*	*	*	30.4477	-91.1681	*	*	Y
BT	RAM	United States	*	*	*	BEAUMONT	*	*	*	*	30.0731	-94.1042	*	*	Y
BT	RAM	United States	*	*	*	BEAVERTON	*	*	*	*	45.4746	-122.8037	*	*	Y
BT	RAM	United States	*	*	*	BECKLEY	*	*	*	*	37.7858	-81.1906	*	*	Y
BT	RAM	United States	*	*	*	BELLEFONTAINE	*	*	*	*	40.36	-83.7551	*	*	Y
BT	RAM	United States	*	*	*	BENTON HARBOR	*	*	*	*	42.1118	-86.4057	*	*	Y
BT	RAM	United States	*	*	*	BENTONVILLE	*	*	*	*	36.323	-94.1813	*	*	Y
BT	RAM	United States	*	*	*	BENTONVILLE	*	*	*	*	36.323	-94.1813	*	*	Y
BT	RAM	United States	*	*	*	BEREA	*	*	*	*	38.3494	-77.4766	*	*	Y
BT	RAM	United States	*	*	*	BILLINGS	*	*	*	*	45.7723	-108.4826	*	*	Y
BT	RAM	United States	*	*	*	BINGHAMTON	*	*	*	*	42.1083	-75.8672	*	*	Y

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Back to Contents

Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	RAM	United States	*	*	*	BIRMINGHAM	*	*	*	*	33.509	-86.8011	*	*	Y
BT	RAM	United States	*	*	*	BIRMINGHAM	*	*	*	*	33.5127	-86.8182	*	*	Y
BT	RAM	United States	*	*	*	Birmingham	*	*	*	*	33.4712	-86.8055	*	*	Y
BT	RAM	United States	*	*	*	BIRMINGHAM	*	*	*	*	42.5447	-83.2141	*	*	Y
BT	RAM	United States	*	*	*	BISMARCK	*	*	*	*	46.8179	-100.7797	*	*	Y
BT	RAM	United States	*	*	*	BLACKSBURG	*	*	*	*	37.2317	-80.4158	*	*	Y
BT	RAM	United States	*	*	*	BLAIRS	*	*	*	*	36.7069	-79.3783	*	*	Y
BT	RAM	United States	*	*	*	BLOOMINGTON	*	*	*	*	39.2198	-86.4583	*	*	Y
BT	RAM	United States	*	*	*	BLOOMINGTON	*	*	*	*	44.837	-93.2778	*	*	Y
BT	RAM	United States	*	*	*	BLOOMINGTON	*	*	*	*	40.4776	-88.9812	*	*	Y
BT	RAM	United States	*	*	*	BLUEFIELD	*	*	*	*	37.2621	-81.2216	*	*	Y
BT	RAM	United States	*	*	*	BOCA RATON	*	*	*	*	26.347	-80.0825	*	*	Y
BT	RAM	United States	*	*	*	BOHEMIA	*	*	*	*	40.7696	-73.1119	*	*	Y
BT	RAM	United States	*	*	*	BOISE	*	*	*	*	43.614	-116.2155	*	*	Y
BT	RAM	United States	*	*	*	BOSTON	*	*	*	*	42.3467	-71.0448	*	*	Y
BT	RAM	United States	*	*	*	Boston/Cambridge	*	*	*	*	42.3639	-71.0853	*	*	Y
BT	RAM	United States	*	*	*	BOWLING GREEN	*	*	*	*	36.933	-86.449	*	*	Y
BT	RAM	United States	*	*	*	BOZEMAN	*	*	*	*	45.6752	-111.067	*	*	Y
BT	RAM	United States	*	*	*	Brainerd	*	*	*	*	46.3512	-94.1639	*	*	Y
BT	RAM	United States	*	*	*	BRATTLEBORO	*	*	*	*	42.8444	-72.6871	*	*	Y
BT	RAM	United States	*	*	*	BRENTWOOD	*	*	*	*	35.9996	-86.7912	*	*	Y

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Back to Contents

Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	RAM	United States	*	*	*	BRIDGEPORT	*	*	*	*	41.1768	-73.2001	*	*	Y
BT	RAM	United States	*	*	*	BRISTOL	*	*	*	*	36.5679	-82.1826	*	*	Y
BT	RAM	United States	*	*	*	BROOK PARK	*	*	*	*	41.3967	-81.8345	*	*	Y
BT	RAM	United States	*	*	*	BROWNSVILLE	*	*	*	*	25.9274	-97.5133	*	*	Y
BT	RAM	United States	*	*	*	BROWNWOOD	*	*	*	*	31.7099	-98.9776	*	*	Y
BT	RAM	United States	*	*	*	BRYAN	*	*	*	*	30.6811	-96.3776	*	*	Y
BT	RAM	United States	*	*	*	BUFFALO	*	*	*	*	42.8827	-78.8619	*	*	Y
BT	RAM	United States	*	*	*	Buffalo	*	*	*	*	42.8876	-78.8772	*	*	Y
BT	RAM	United States	*	*	*	BUFFALO	*	*	*	*	42.8199	-78.8192	*	*	Y
BT	RAM	United States	*	*	*	BUTLER	*	*	*	*	40.858	-79.9025	*	*	Y
BT	RAM	United States	*	*	*	CAMBRIDGE	*	*	*	*	42.3703	-71.0816	*	*	Y
BT	RAM	United States	*	*	*	CAMDEN	*	*	*	*	39.9172	-75.1084	*	*	Y
BT	RAM	United States	*	*	*	CANTON	*	*	*	*	40.772	-81.4129	*	*	Y
BT	RAM	United States	*	*	*	CAPE GIRARDEAU	*	*	*	*	37.2524	-89.6599	*	*	Y
BT	RAM	United States	*	*	*	CAPUTA	*	*	*	*	43.9498	-103.0154	*	*	Y
BT	RAM	United States	*	*	*	CARBONDALE	*	*	*	*	37.7262	-89.2234	*	*	Y
BT	RAM	United States	*	*	*	CARLISLE SPRINGS	*	*	*	*	40.2049	-77.1977	*	*	Y
BT	RAM	United States	*	*	*	CARMEL	*	*	*	*	39.9706	-86.1324	*	*	Y
BT	RAM	United States	*	*	*	CASPER	*	*	*	*	42.8452	-106.3399	*	*	Y
BT	RAM	United States	*	*	*	CEDAR KNOLLS	*	*	*	*	40.8231	-74.4534	*	*	Y
BT	RAM	United States	*	*	*	CEDAR RAPIDS	*	*	*	*	41.9482	-91.6875	*	*	Y
BT	RAM	United	*	*	*	CELINA	*	*	*	*	40.5469	-84.5799	*	*	Y

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Back to Contents

Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
		States													
BT	RAM	United States	*	*	*	CHAFFEY	*	*	*	*	46.4847	-92.1867	*	*	Y
BT	RAM	United States	*	*	*	CHAMPAIGN	*	*	*	*	40.1125	-88.2467	*	*	Y
BT	RAM	United States	*	*	*	CHARLESTON	*	*	*	*	38.3516	-81.6319	*	*	Y
BT	RAM	United States	*	*	*	CHARLESTON	*	*	*	*	32.7974	-79.9484	*	*	Y
BT	RAM	United States	*	*	*	CHARLOTTE	*	*	*	*	35.1536	-80.9274	*	*	Y
BT	RAM	United States	*	*	*	CHARLOTTE	*	*	*	*	35.2279	-80.8452	*	*	Y
BT	RAM	United States	*	*	*	Charlotte	*	*	*	*	35.1332	-80.8595	*	*	Y
BT	RAM	United States	*	*	*	Charlotte Amalie	*	*	*	*	18.3497	-64.9338	*	*	Y
BT	RAM	United States	*	*	*	CHARLOTTESVILLE	*	*	*	*	38.0567	-78.4959	*	*	Y
BT	RAM	United States	*	*	*	CHATSWORTH	*	*	*	*	34.755	-84.7905	*	*	Y
BT	RAM	United States	*	*	*	CHATTANOOGA	*	*	*	*	35.0448	-85.3081	*	*	Y
BT	RAM	United States	*	*	*	CHERRYVILLE	*	*	*	*	40.5192	-74.8508	*	*	Y
BT	RAM	United States	*	*	*	CHESHIRE	*	*	*	*	41.5068	-72.9079	*	*	Y
BT	RAM	United States	*	*	*	CHEYENNE	*	*	*	*	41.1414	-104.7917	*	*	Y
BT	RAM	United States	*	*	*	CHICAGO	*	*	*	*	41.8826	-87.6363	*	*	Y
BT	RAM	United States	*	*	*	Chicago	*	*	*	*	41.8673	-87.6255	*	*	Y
BT	RAM	United States	*	*	*	CHICAGO	*	*	*	*	41.8826	-87.6363	*	*	Y
BT	RAM	United States	*	*	*	Chicago	*	*	*	*	41.8732	-87.65736	*	*	Y
BT	RAM	United States	*	*	*	Chicago	*	*	*	*	41.7399	-87.653	*	*	Y
BT	RAM	United States	*	*	*	CHICO	*	*	*	*	39.7584	-121.8518	*	*	Y
BT	RAM	United	*	*	*	Cincinnati	*	*	*	*	39.1053	-84.5017	*	*	Y

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Back to Contents

Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
		States													
BT	RAM	United States	*	*	*	CINCINNATI	*	*	*	*	39.1053	-84.5017	*	*	Y
BT	RAM	United States	*	*	*	CLARKSBURG	*	*	*	*	39.2834	-80.5607	*	*	Y
BT	RAM	United States	*	*	*	CLARKSTON	*	*	*	*	46.3985	-117.0667	*	*	Y
BT	RAM	United States	*	*	*	CLEARWATER	*	*	*	*	27.978	-82.781	*	*	Y
BT	RAM	United States	*	*	*	CLEARWATER	*	*	*	*	27.978	-82.781	*	*	Y
BT	RAM	United States	*	*	*	Cleveland	*	*	*	*	41.5142	-81.6415	*	*	Y
BT	RAM	United States	*	*	*	CLEVELAND	*	*	*	*	41.4947	-81.6757	*	*	Y
BT	RAM	United States	*	*	*	COCOA	*	*	*	*	28.3645	-80.7476	*	*	Y
BT	RAM	United States	*	*	*	COEUR D'ALENE	*	*	*	*	47.6844	-116.7793	*	*	Y
BT	RAM	United States	*	*	*	COLLINSVILLE	*	*	*	*	38.6851	-89.9833	*	*	Y
BT	RAM	United States	*	*	*	COLORADO SPRINGS	*	*	*	*	38.8299	-104.8198	*	*	Y
BT	RAM	United States	*	*	*	COLUMBIA	*	*	*	*	33.9962	-81.0307	*	*	Y
BT	RAM	United States	*	*	*	COLUMBIA	*	*	*	*	38.9307	-92.2859	*	*	Y
BT	RAM	United States	*	*	*	COLUMBUS	*	*	*	*	39.9643	-83.0029	*	*	Y
BT	RAM	United States	*	*	*	Columbus	*	*	*	*	32.4726	-84.979	*	*	Y
BT	RAM	United States	*	*	*	COLUMBUS	*	*	*	*	39.9643	-83.0029	*	*	Y
BT	RAM	United States	*	*	*	COLUMBUS	*	*	*	*	39.2003	-85.9324	*	*	Y
BT	RAM	United States	*	*	*	CONYERS	*	*	*	*	33.6405	-83.964	*	*	Y
BT	RAM	United States	*	*	*	COOKEVILLE	*	*	*	*	36.1684	-85.4971	*	*	Y
BT	RAM	United States	*	*	*	COON VALLEY	*	*	*	*	43.7015	-91.0092	*	*	Y
BT	RAM	United States	*	*	*	CORALVILLE	*	*	*	*	41.6833	-91.5794	*	*	Y

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Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	RAM	United States	*	*	*	CORPUS CHRISTI	*	*	*	*	27.7956	-97.4023	*	*	Y
BT	RAM	United States	*	*	*	CORVALLIS	*	*	*	*	44.6013	-123.2729	*	*	Y
BT	RAM	United States	*	*	*	COVINGTON	*	*	*	*	37.7835	-79.9893	*	*	Y
BT	RAM	United States	*	*	*	CRESTVIEW	*	*	*	*	30.7621	-86.5617	*	*	Y
BT	RAM	United States	*	*	*	CREVE COEUR	*	*	*	*	38.6642	-90.4559	*	*	Y
BT	RAM	United States	*	*	*	CULPEPER	*	*	*	*	38.4732	-78.0164	*	*	Y
BT	RAM	United States	*	*	*	CUMBERLAND	*	*	*	*	39.6392	-78.7956	*	*	Y
BT	RAM	United States	*	*	*	DALLAS	*	*	*	*	32.7802	-96.80115	*	*	Y
BT	RAM	United States	*	*	*	DALLAS	*	*	*	*	32.8004	-96.7886	*	*	Y
BT	RAM	United States	*	*	*	DALTON	*	*	*	*	34.7693	-84.97	*	*	Y
BT	RAM	United States	*	*	*	DANBURY	*	*	*	*	41.3884	-73.4576	*	*	Y
BT	RAM	United States	*	*	*	DANVILLE	*	*	*	*	37.6414	-84.783	*	*	Y
BT	RAM	United States	*	*	*	DAVENPORT	*	*	*	*	41.5386	-90.5557	*	*	Y
BT	RAM	United States	*	*	*	DAYTON	*	*	*	*	39.7568	-84.1863	*	*	Y
BT	RAM	United States	*	*	*	DAYTONA BEACH	*	*	*	*	29.2001	-81.0442	*	*	Y
BT	RAM	United States	*	*	*	DE KALB	*	*	*	*	41.9282	-88.749	*	*	Y
BT	RAM	United States	*	*	*	DECATUR	*	*	*	*	34.5896	-86.9826	*	*	Y
BT	RAM	United States	*	*	*	DECATUR	*	*	*	*	39.8785	-88.9567	*	*	Y
BT	RAM	United States	*	*	*	DENVER	*	*	*	*	39.75	-104.9952	*	*	Y
BT	RAM	United States	*	*	*	Denver	*	*	*	*	39.7313	-104.9813	*	*	Y
BT	RAM	United	*	*	*	DES MOINES	*	*	*	*	41.586	-93.6185	*	*	Y

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Back to Contents

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Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
		States													
BT	RAM	United States	*	*	*	DETROIT	*	*	*	*	42.3318	-83.0504	*	*	Y
BT	RAM	United States	*	*	*	Detroit/Southfield	*	*	*	*	42.4613	-83.2275	*	*	Y
BT	RAM	United States	*	*	*	Dodge City	*	*	*	*	37.7589	-100.0191	*	*	Y
BT	RAM	United States	*	*	*	DOVER	*	*	*	*	43.191	-70.8925	*	*	Y
BT	RAM	United States	*	*	*	DOVER	*	*	*	*	39.1511	-75.5314	*	*	Y
BT	RAM	United States	*	*	*	DUBUQUE	*	*	*	*	42.5053	-90.6988	*	*	Y
BT	RAM	United States	*	*	*	DULUTH	*	*	*	*	46.7724	-92.1244	*	*	Y
BT	RAM	United States	*	*	*	DUNNIGAN	*	*	*	*	38.8884	-121.9896	*	*	Y
BT	RAM	United States	*	*	*	DUNWOODY	*	*	*	*	33.9404	-84.318	*	*	Y
BT	RAM	United States	*	*	*	DURHAM	*	*	*	*	36.0351	-78.8687	*	*	Y
BT	RAM	United States	*	*	*	Durham	*	*	*	*	35.9752	-78.8387	*	*	Y
BT	RAM	United States	*	*	*	DURHAM	*	*	*	*	36.0351	-78.8687	*	*	Y
BT	RAM	United States	*	*	*	EAST POINT	*	*	*	*	33.6642	-84.3925	*	*	Y
BT	RAM	United States	*	*	*	EAU CLAIRE	*	*	*	*	44.7984	-91.4824	*	*	Y
BT	RAM	United States	*	*	*	EDINBURG	*	*	*	*	38.816	-78.572	*	*	Y
BT	RAM	United States	*	*	*	EL PASO	*	*	*	*	31.759	-106.486	*	*	Y
BT	RAM	United States	*	*	*	ELIZABETHTOWN	*	*	*	*	37.7055	-85.8623	*	*	Y
BT	RAM	United States	*	*	*	ELKHART	*	*	*	*	41.6744	-85.9578	*	*	Y
BT	RAM	United States	*	*	*	ELKO	*	*	*	*	40.8003	-115.7069	*	*	Y
BT	RAM	United States	*	*	*	ENGLEWOOD	*	*	*	*	39.6131	-104.8841	*	*	Y
BT	RAM	United	*	*	*	EOLA	*	*	*	*	41.7636	-88.1454	*	*	Y

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Back to Contents

United United

Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
		States													
BT	RAM	United States	*	*	*	ERIE	*	*	*	*	42.1071	-79.9564	*	*	Y
BT	RAM	United States	*	*	*	EUGENE	*	*	*	*	44.081	-123.0704	*	*	Y
BT	RAM	United States	*	*	*	EVANSVILLE	*	*	*	*	37.9748	-87.5736	*	*	Y
BT	RAM	United States	*	*	*	Evendale	*	*	*	*	39.2662	-84.4029	*	*	Y
BT	RAM	United States	*	*	*	EVERETT	*	*	*	*	47.9452	-122.2271	*	*	Y
BT	RAM	United States	*	*	*	FAIRACRES	*	*	*	*	32.314	-107.0368	*	*	Y
BT	RAM	United States	*	*	*	FAIRHAVEN	*	*	*	*	41.6383	-70.8899	*	*	Y
BT	RAM	United States	*	*	*	FAIRVIEW	*	*	*	*	39.8491	-95.7042	*	*	Y
BT	RAM	United States	*	*	*	FARGO	*	*	*	*	46.8937	-96.7989	*	*	Y
BT	RAM	United States	*	*	*	FARMINGTON	*	*	*	*	35.4498	-86.7973	*	*	Y
BT	RAM	United States	*	*	*	FAYETTEVILLE	*	*	*	*	35.0658	-78.8669	*	*	Y
BT	RAM	United States	*	*	*	FAYETTEVILLE	*	*	*	*	36.066	-94.1558	*	*	Y
BT	RAM	United States	*	*	*	FINDLAY	*	*	*	*	41.0409	-83.6446	*	*	Y
BT	RAM	United States	*	*	*	FINKSBURG	*	*	*	*	39.5023	-76.9073	*	*	Y
BT	RAM	United States	*	*	*	Fishers Island	*	*	*	*	41.2723	-71.9808	*	*	Y
BT	RAM	United States	*	*	*	FLAGSTAFF	*	*	*	*	35.2272	-111.571	*	*	Y
BT	RAM	United States	*	*	*	FLINT	*	*	*	*	43.0147	-83.69	*	*	Y
BT	RAM	United States	*	*	*	FLORENCE	*	*	*	*	34.1814	-79.7804	*	*	Y
BT	RAM	United States	*	*	*	FLORISSANT	*	*	*	*	38.8047	-90.3435	*	*	Y
BT	RAM	United States	*	*	*	FOLSOM	*	*	*	*	38.6835	-121.1583	*	*	Y
BT	RAM	United States	*	*	*	FORT DODGE	*	*	*	*	42.507	-94.1803	*	*	Y

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Back to Contents

Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	RAM	States States	*	*	*	FORT LAUDERDALE	*	*	*	*	26.1483	-80.2271	*	*	Y
BT	RAM	United States	*	*	*	FORT MYERS	*	*	*	*	26.5104	-81.8317	*	*	Y
BT	RAM	United States	*	*	*	FORT SMITH	*	*	*	*	35.3693	-94.4144	*	*	Y
BT	RAM	United States	*	*	*	FORT WALTON BEACH	*	*	*	*	30.4122	-86.616	*	*	Y
BT	RAM	United States	*	*	*	FORT WAYNE	*	*	*	*	41.0718	-85.1525	*	*	Y
BT	RAM	United States	*	*	*	Fort Worth	*	*	*	*	32.7589	-97.3235	*	*	Y
BT	RAM	United States	*	*	*	FORT WORTH	*	*	*	*	32.7589	-97.3235	*	*	Y
BT	RAM	United States	*	*	*	FRAMINGHAM	*	*	*	*	42.2706	-71.4218	*	*	Y
BT	RAM	United States	*	*	*	FRANKFORT	*	*	*	*	38.2008	-84.947	*	*	Y
BT	RAM	United States	*	*	*	FREDERICK	*	*	*	*	39.412	-77.4091	*	*	Y
BT	RAM	United States	*	*	*	FREEHOLD	*	*	*	*	40.2452	-74.2768	*	*	Y
BT	RAM	United States	*	*	*	FRENCHTOWN	*	*	*	*	41.6412	-80.1484	*	*	Y
BT	RAM	United States	*	*	*	FRESNO	*	*	*	*	36.7493	-119.7891	*	*	Y
BT	RAM	United States	*	*	*	FRONTENAC	*	*	*	*	37.4131	-94.6994	*	*	Y
BT	RAM	United States	*	*	*	GAINESVILLE	*	*	*	*	29.6492	-82.3089	*	*	Y
BT	RAM	United States	*	*	*	GARDEN CITY	*	*	*	*	40.7258	-73.642	*	*	Y
BT	RAM	United States	*	*	*	GARDENA	*	*	*	*	33.8894	-118.2939	*	*	Y
BT	RAM	United States	*	*	*	GHENT	*	*	*	*	44.5143	-95.8927	*	*	Y
BT	RAM	United States	*	*	*	GLASGOW	*	*	*	*	36.9766	-85.9088	*	*	Y
BT	RAM	United States	*	*	*	GLENCOE	*	*	*	*	36.2265	-96.9289	*	*	Y
BT	RAM	United States	*	*	*	GLENVIEW	*	*	*	*	42.0757	-87.8192	*	*	Y
BT	RAM	United	*	*	*	GLOUCESTER	*	*	*	*	37.4367	-76.5462	*	*	Y

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Back to Contents

Provider	Region	Country	Reuters required Country	Gold	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
		States														
BT	RAM	United States	*		*	*	GRAND FORKS	*	*	*	*	47.9117	-97.0549	*	*	Y
BT	RAM	United States	*		*	*	GRAND ISLAND	*	*	*	*	40.9259	-98.3795	*	*	Y
BT	RAM	United States	*		*	*	GRAND JUNCTION	*	*	*	*	39.0805	-108.5426	*	*	Y
BT	RAM	United States	*		*	*	GRAND RAPIDS	*	*	*	*	42.9651	-85.6586	*	*	Y
BT	RAM	United States	*		*	*	GRAYLING	*	*	*	*	44.6571	-84.7281	*	*	Y
BT	RAM	United States	*		*	*	GREAT FALLS	*	*	*	*	47.476	-111.2609	*	*	Y
BT	RAM	United States	*		*	*	GREEN BAY	*	*	*	*	44.5324	-88.0581	*	*	Y
BT	RAM	United States	*		*	*	GREENSBORO	*	*	*	*	36.0704	-79.7715	*	*	Y
BT	RAM	United States	*		*	*	GREENSBORO	*	*	*	*	36.0295	-79.8707	*	*	Y
BT	RAM	United States	*		*	*	GREENSBURG	*	*	*	*	40.295	-79.5416	*	*	Y
BT	RAM	United States	*		*	*	GREENVILLE	*	*	*	*	35.5326	-77.3926	*	*	Y
BT	RAM	United States	*		*	*	GREENVILLE	*	*	*	*	34.7309	-82.3747	*	*	Y
BT	RAM	United States	*		*	*	GREENWOOD	*	*	*	*	33.5172	-90.1759	*	*	Y
BT	RAM	United States	*		*	*	GULFPORT	*	*	*	*	30.3854	-89.0867	*	*	Y
BT	RAM	United States	*		*	*	GUYMON	*	*	*	*	36.6857	-101.4811	*	*	Y
BT	RAM	United States	*		*	*	HAGERSTOWN	*	*	*	*	39.6414	-77.7177	*	*	Y
BT	RAM	United States	*		*	*	HAMILTON SQUARE	*	*	*	*	40.2249	-74.66	*	*	Y
BT	RAM	United States	*		*	*	HAMPTON	*	*	*	*	37.0335	-76.3156	*	*	Y
BT	RAM	United States	*		*	*	HANNIBAL	*	*	*	*	39.7066	-91.3802	*	*	Y
BT	RAM	United States	*		*	*	HANOVER	*	*	*	*	39.7879	-76.9674	*	*	Y
BT	RAM	United States	*		*	*	HARLINGEN	*	*	*	*	26.1934	-97.6861	*	*	Y

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Back to Contents

Provider	Region	Country	Reuters required Country	Gold	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	RAM	United States	*		*	*	HARRISBURG	*	*	*	*	40.2627	-76.8822	*	*	Y
BT	RAM	United States	*		*	*	HARRISON	*	*	*	*	36.2382	-93.1143	*	*	Y
BT	RAM	United States	*		*	*	HARRISONBURG	*	*	*	*	38.4421	-78.8729	*	*	Y
BT	RAM	United States	*		*	*	HARTFORD	*	*	*	*	41.7383	-72.679	*	*	Y
BT	RAM	United States	*		*	*	HARTFORD	*	*	*	*	41.7676	-72.6757	*	*	Y
BT	RAM	United States	*		*	*	HATTIESBURG	*	*	*	*	31.3128	-89.3432	*	*	Y
BT	RAM	United States	*		*	*	HAVRE DE GRACE	*	*	*	*	39.5799	-76.1513	*	*	Y
BT	RAM	United States	*		*	*	HELENA	*	*	*	*	46.627	-112.0093	*	*	Y
BT	RAM	United States	*		*	*	HICKORY	*	*	*	*	35.7454	-81.3286	*	*	Y
BT	RAM	United States	*		*	*	HIGHPOINT	*	*	*	*	35.9688	-80.0005	*	*	Y
BT	RAM	United States	*		*	*	HILLSBORO	*	*	*	*	38.263	-90.567	*	*	Y
BT	RAM	United States	*		*	*	HOBBS	*	*	*	*	32.7259	-103.1401	*	*	Y
BT	RAM	United States	*		*	*	HOLLAND	*	*	*	*	42.7875	-86.109	*	*	Y
BT	RAM	United States	*		*	*	HOLLISTER	*	*	*	*	36.6298	-93.2079	*	*	Y
BT	RAM	United States	*		*	*	Honolulu	*	*	*	*	21.2783	-157.8209	*	*	Y
BT	RAM	United States	*		*	*	HORNLAKE	*	*	*	*	34.9501	-90.0395	*	*	Y
BT	RAM	United States	*		*	*	HOUSTON	*	*	*	*	29.9292	-95.3961	*	*	Y
BT	RAM	United States	*		*	*	HOUSTON	*	*	*	*	29.7499	-95.34255	*	*	Y
BT	RAM	United States	*		*	*	HOUSTON	*	*	*	*	29.7612	-95.3629	*	*	Y
BT	RAM	United States	*		*	*	Houston	*	*	*	*	29.7486	-95.4677	*	*	Y
BT	RAM	United States	*		*	*	HUNTINGTON	*	*	*	*	40.8669	-73.4099	*	*	Y

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Back to Contents

Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	RAM	United States	*	*	*	HUNTINGTON	*	*	*	*	38.4039	-82.4348	*	*	Y
BT	RAM	United States	*	*	*	HUNTSVILLE	*	*	*	*	34.7278	-86.5676	*	*	Y
BT	RAM	United States	*	*	*	HUTCHINSON	*	*	*	*	38.0548	-97.9148	*	*	Y
BT	RAM	United States	*	*	*	IDAHO FALLS	*	*	*	*	43.4969	-112.1144	*	*	Y
BT	RAM	United States	*	*	*	INDEPENDENT HILL	*	*	*	*	36.6206	-81.1449	*	*	Y
BT	RAM	United States	*	*	*	INDIANAPOLIS	*	*	*	*	39.7469	-86.1615	*	*	Y
BT	RAM	United States	*	*	*	Indianapolis	*	*	*	*	39.7434	-86.1619	*	*	Y
BT	RAM	United States	*	*	*	Irvine (Tustin)	*	*	*	*	33.6806	-117.8316	*	*	Y
BT	RAM	United States	*	*	*	IRVING	*	*	*	*	32.8	-96.9489	*	*	Y
BT	RAM	United States	*	*	*	JACKSON	*	*	*	*	35.6104	-88.8187	*	*	Y
BT	RAM	United States	*	*	*	JACKSON	*	*	*	*	32.2962	-90.1856	*	*	Y
BT	RAM	United States	*	*	*	JACKSON	*	*	*	*	42.2453	-84.3835	*	*	Y
BT	RAM	United States	*	*	*	JACKSONVILLE	*	*	*	*	30.2928	-81.631	*	*	Y
BT	RAM	United States	*	*	*	JACKSONVILLE	*	*	*	*	34.7664	-77.4339	*	*	Y
BT	RAM	United States	*	*	*	Jacksonville	*	*	*	*	30.3282	-81.6523	*	*	Y
BT	RAM	United States	*	*	*	JACKSONVILLE	*	*	*	*	30.205	-81.544	*	*	Y
BT	RAM	United States	*	*	*	JACKSONVILLE	*	*	*	*	39.7308	-90.2393	*	*	Y
BT	RAM	United States	*	*	*	JANESVILLE	*	*	*	*	42.688	-89.0522	*	*	Y
BT	RAM	United States	*	*	*	JASPER	*	*	*	*	38.3957	-86.933	*	*	Y
BT	RAM	United States	*	*	*	JEFFERSON CITY	*	*	*	*	38.5601	-92.1724	*	*	Y
BT	RAM	United States	*	*	*	JEROME	*	*	*	*	42.7097	-114.4611	*	*	Y
BT	RAM	United States	*	*	*	JOHNSON CITY	*	*	*	*	36.3335	-82.3622	*	*	Y

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Back to Contents

Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	RAM	United States	*	*	*	JOHNSTOWN	*	*	*	*	40.3253	-78.9122	*	*	Y
BT	RAM	United States	*	*	*	JONESBORO	*	*	*	*	35.8275	-90.6975	*	*	Y
BT	RAM	United States	*	*	*	JOPLIN	*	*	*	*	37.0824	-94.5019	*	*	Y
BT	RAM	United States	*	*	*	KALAMAZOO	*	*	*	*	42.3003	-85.6078	*	*	Y
BT	RAM	United States	*	*	*	KANSAS CITY	*	*	*	*	39.1038	-94.5727	*	*	Y
BT	RAM	United States	*	*	*	KEARNEY	*	*	*	*	40.7024	-99.086	*	*	Y
BT	RAM	United States	*	*	*	KENNEWICK	*	*	*	*	46.2039	-119.1623	*	*	Y
BT	RAM	United States	*	*	*	KILLEEN	*	*	*	*	31.1171	-97.7245	*	*	Y
BT	RAM	United States	*	*	*	KINSTON	*	*	*	*	35.2723	-77.5991	*	*	Y
BT	RAM	United States	*	*	*	KNOXVILLE	*	*	*	*	35.9953	-83.9156	*	*	Y
BT	RAM	United States	*	*	*	KNOXVILLE	*	*	*	*	35.9953	-83.9156	*	*	Y
BT	RAM	United States	*	*	*	LA CROSSE	*	*	*	*	43.7974	-91.2217	*	*	Y
BT	RAM	United States	*	*	*	LAFAYETTE	*	*	*	*	40.4174	-86.8893	*	*	Y
BT	RAM	United States	*	*	*	LAFAYETTE	*	*	*	*	30.2817	-92.0193	*	*	Y
BT	RAM	United States	*	*	*	LAKE BUENA VISTA	*	*	*	*	28.371	-81.5594	*	*	Y
BT	RAM	United States	*	*	*	LAKE CHARLES	*	*	*	*	30.2269	-93.1961	*	*	Y
BT	RAM	United States	*	*	*	LANARK	*	*	*	*	40.5493	-75.4263	*	*	Y
BT	RAM	United States	*	*	*	LANCASTER	*	*	*	*	40.0298	-76.2648	*	*	Y
BT	RAM	United States	*	*	*	LANSING	*	*	*	*	42.7314	-84.5519	*	*	Y
BT	RAM	United States	*	*	*	LAREDO	*	*	*	*	27.5118	-99.4901	*	*	Y
BT	RAM	United States	*	*	*	Las Vegas	*	*	*	*	36.2144	-115.1369	*	*	Y
BT	RAM	United States	*	*	*	LAS VEGAS	*	*	*	*	36.1727	-115.1254	*	*	Y

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Back to Contents

Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	RAM	United States	*	*	*	LAURINBURG	*	*	*	*	34.7658	-79.4694	*	*	Y
BT	RAM	United States	*	*	*	LAWRENCE	*	*	*	*	42.7081	-71.1635	*	*	Y
BT	RAM	United States	*	*	*	LAWRENCE	*	*	*	*	38.9644	-95.254	*	*	Y
BT	RAM	United States	*	*	*	LAWTON	*	*	*	*	34.6086	-98.395	*	*	Y
BT	RAM	United States	*	*	*	Lebanon	*	*	*	*	43.6431	-72.253	*	*	Y
BT	RAM	United States	*	*	*	LEESBURG	*	*	*	*	39.0847	-77.6068	*	*	Y
BT	RAM	United States	*	*	*	LEESBURG	*	*	*	*	28.8068	-81.8838	*	*	Y
BT	RAM	United States	*	*	*	LEXINGTON	*	*	*	*	37.78	-79.4454	*	*	Y
BT	RAM	United States	*	*	*	LEXINGTON	*	*	*	*	38.0983	-84.4934	*	*	Y
BT	RAM	United States	*	*	*	LEXINGTON	*	*	*	*	41.1242	-85.8971	*	*	Y
BT	RAM	United States	*	*	*	LIGHTFOOT	*	*	*	*	37.3256	-76.7395	*	*	Y
BT	RAM	United States	*	*	*	LIMA	*	*	*	*	40.7609	-84.0706	*	*	Y
BT	RAM	United States	*	*	*	LINCOLN	*	*	*	*	40.7892	-96.7144	*	*	Y
BT	RAM	United States	*	*	*	LINCOLNVILLE BEACH	*	*	*	*	44.312	-69.0906	*	*	Y
BT	RAM	United States	*	*	*	LITTLE ROCK	*	*	*	*	34.6347	-92.2269	*	*	Y
BT	RAM	United States	*	*	*	LONG BEACH	*	*	*	*	33.8231	-118.104	*	*	Y
BT	RAM	United States	*	*	*	Long Island	*	*	*	*	40.7258	-73.642	*	*	Y
BT	RAM	United States	*	*	*	LONGMONT	*	*	*	*	40.1652	-105.1365	*	*	Y
BT	RAM	United States	*	*	*	LONGVIEW	*	*	*	*	32.5229	-94.7341	*	*	Y
BT	RAM	United States	*	*	*	LORAIN	*	*	*	*	41.4335	-82.1393	*	*	Y
BT	RAM	United States	*	*	*	Los Angeles	*	*	*	*	34.0535	-118.2637	*	*	Y

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Back to Contents

Provider	Region	Country	Reuters required Country	Gold	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	RAM	United States	*		*	*	Los Angeles	*	*	*	*	33.9599	-118.3949	*	*	Y
BT	RAM	United States	*		*	*	LOS ANGELES	*	*	*	*	34.0521	-118.254	*	*	Y
BT	RAM	United States	*		*	*	LOUISVILLE	*	*	*	*	38.2482	-85.7639	*	*	Y
BT	RAM	United States	*		*	*	Louisville	*	*	*	*	38.2525	-85.7516	*	*	Y
BT	RAM	United States	*		*	*	LUBBOCK	*	*	*	*	33.5862	-101.8471	*	*	Y
BT	RAM	United States	*		*	*	LUDLOW	*	*	*	*	42.1728	-72.4708	*	*	Y
BT	RAM	United States	*		*	*	LUFKIN	*	*	*	*	31.3296	-94.722	*	*	Y
BT	RAM	United States	*		*	*	LUND	*	*	*	*	37.711	-113.0858	*	*	Y
BT	RAM	United States	*		*	*	LYNCHBURG	*	*	*	*	37.4069	-79.1284	*	*	Y
BT	RAM	United States	*		*	*	Macomb	*	*	*	*	40.4592	-90.6756	*	*	Y
BT	RAM	United States	*		*	*	MACON	*	*	*	*	32.8352	-83.6335	*	*	Y
BT	RAM	United States	*		*	*	MADISON	*	*	*	*	43.0793	-89.3767	*	*	Y
BT	RAM	United States	*		*	*	MADISONVILLE	*	*	*	*	37.333	-87.4973	*	*	Y
BT	RAM	United States	*		*	*	MANCHESTER	*	*	*	*	42.991	-71.4663	*	*	Y
BT	RAM	United States	*		*	*	MANHATTAN	*	*	*	*	39.1958	-96.5972	*	*	Y
BT	RAM	United States	*		*	*	MANSFIELD	*	*	*	*	40.759	-82.5124	*	*	Y
BT	RAM	United States	*		*	*	MARTINSBURG	*	*	*	*	39.4619	-77.9661	*	*	Y
BT	RAM	United States	*		*	*	MASON CITY	*	*	*	*	43.149	-93.1999	*	*	Y
BT	RAM	United States	*		*	*	MATTOON	*	*	*	*	39.4822	-88.3728	*	*	Y
BT	RAM	United States	*		*	*	MAYER	*	*	*	*	34.3162	-112.1226	*	*	Y
BT	RAM	United States	*		*	*	MEDFORD	*	*	*	*	44.1735	-93.247	*	*	Y
BT	RAM	United States	*		*	*	MEDFORD	*	*	*	*	42.3156	-122.8825	*	*	Y

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Back to Contents

Provider	Region	Country	Reuters required Country	Gold	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	RAM	United States	*		*	*	MEDINA	*	*	*	*	41.1384	-81.8612	*	*	Y
BT	RAM	United States	*		*	*	MELBOURNE	*	*	*	*	28.0747	-80.6298	*	*	Y
BT	RAM	United States	*		*	*	MEMPHIS	*	*	*	*	35.0494	-89.924	*	*	Y
BT	RAM	United States	*		*	*	Memphis	*	*	*	*	35.1516	-90.0355	*	*	Y
BT	RAM	United States	*		*	*	MERIDIAN	*	*	*	*	32.3722	-88.6989	*	*	Y
BT	RAM	United States	*		*	*	MESA	*	*	*	*	33.4303	-111.8435	*	*	Y
BT	RAM	United States	*		*	*	MEXICO	*	*	*	*	39.1691	-91.8835	*	*	Y
BT	RAM	United States	*		*	*	Miami	*	*	*	*	38.45411	-94.85364	*	*	Y
BT	RAM	United States	*		*	*	Miami	*	*	*	*	25.7744	-80.208	*	*	Y
BT	RAM	United States	*		*	*	MIAMI	*	*	*	*	25.7857	-80.2036	*	*	Y
BT	RAM	United States	*		*	*	MIDDLETOWN	*	*	*	*	39.4855	-84.3824	*	*	Y
BT	RAM	United States	*		*	*	MIDLAND	*	*	*	*	43.6341	-84.2029	*	*	Y
BT	RAM	United States	*		*	*	MIDLAND	*	*	*	*	31.9888	-102.083	*	*	Y
BT	RAM	United States	*		*	*	Milwaukee	*	*	*	*	43.0181	-87.9252	*	*	Y
BT	RAM	United States	*		*	*	MILWAUKEE	*	*	*	*	43.0388	-87.9335	*	*	Y
BT	RAM	United States	*		*	*	Minneapolis	*	*	*	*	44.9858	-93.2717	*	*	Y
BT	RAM	United States	*		*	*	MINNEAPOLIS	*	*	*	*	44.9753	-93.2582	*	*	Y
BT	RAM	United States	*		*	*	MINOT	*	*	*	*	48.2327	-101.2949	*	*	Y
BT	RAM	United States	*		*	*	MISSION VIEJO	*	*	*	*	33.6167	-117.6422	*	*	Y
BT	RAM	United States	*		*	*	MISSOULA	*	*	*	*	46.8576	-114.0418	*	*	Y
BT	RAM	United States	*		*	*	MOBERLY	*	*	*	*	39.4193	-92.4389	*	*	Y

* text has been redacted for confidentiality

[Back to Contents](#)

Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	RAM	United States	*	*	*	MOBILE	*	*	*	*	30.69	-88.0469	*	*	Y
BT	RAM	United States	*	*	*	MODESTO	*	*	*	*	37.6439	-120.9699	*	*	Y
BT	RAM	United States	*	*	*	MONROE	*	*	*	*	32.5213	-92.1036	*	*	Y
BT	RAM	United States	*	*	*	MONROE CITY	*	*	*	*	38.581	-87.3537	*	*	Y
BT	RAM	United States	*	*	*	MONROVIA	*	*	*	*	39.3499	-77.2504	*	*	Y
BT	RAM	United States	*	*	*	MONTGOMERY	*	*	*	*	32.4079	-86.33	*	*	Y
BT	RAM	United States	*	*	*	MORGANTOWN	*	*	*	*	39.637	-79.9528	*	*	Y
BT	RAM	United States	*	*	*	MUNCIE	*	*	*	*	40.1734	-85.3818	*	*	Y
BT	RAM	United States	*	*	*	MUSCATINE	*	*	*	*	41.4251	-91.0577	*	*	Y
BT	RAM	United States	*	*	*	MYRTLE BEACH	*	*	*	*	33.7022	-78.9128	*	*	Y
BT	RAM	United States	*	*	*	NASHVILLE	*	*	*	*	36.1104	-86.7788	*	*	Y
BT	RAM	United States	*	*	*	Nashville	*	*	*	*	36.1643	-86.7771	*	*	Y
BT	RAM	United States	*	*	*	NEW BERN	*	*	*	*	35.0961	-77.0268	*	*	Y
BT	RAM	United States	*	*	*	NEW BRUNSWICK	*	*	*	*	40.5103	-74.4469	*	*	Y
BT	RAM	United States	*	*	*	NEW HAVEN	*	*	*	*	41.307	-72.9248	*	*	Y
BT	RAM	United States	*	*	*	NEW LONDON	*	*	*	*	41.3503	-72.1067	*	*	Y
BT	RAM	United States	*	*	*	New Orleans	*	*	*	*	29.985	-90.1662	*	*	Y
BT	RAM	United States	*	*	*	NEW ORLEANS	*	*	*	*	29.9577	-90.0768	*	*	Y
BT	RAM	United States	*	*	*	NEW YORK	*	*	*	*	40.6075	-74.17125	*	*	Y
BT	RAM	United States	*	*	*	New York (111 8th)	*	*	*	*	40.7426	-74.0005	*	*	Y
BT	RAM	United States	*	*	*	NEW YORK (54)	*	*	*	*	40.7651	-73.9865	*	*	Y

* text has been redacted for confidentiality

Back to Contents

Provider	Region	Country	Reuters required Country	Gold	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	RAM	United States	*		*	*	NEW YORK (BW)	*	*	*	*	40.7135	-74.0076	*	*	Y
BT	RAM	United States	*		*	*	NEWARK	*	*	*	*	40.7333	-74.1732	*	*	Y
BT	RAM	United States	*		*	*	NEWPORT NEWS	*	*	*	*	37.1271	-76.5216	*	*	Y
BT	RAM	United States	*		*	*	NORCROSS	*	*	*	*	33.937	-84.2004	*	*	Y
BT	RAM	United States	*		*	*	Norfolk	*	*	*	*	36.8027	-76.2699	*	*	Y
BT	RAM	United States	*		*	*	NORFOLK	*	*	*	*	36.8531	-76.2904	*	*	Y
BT	RAM	United States	*		*	*	NORFOLK	*	*	*	*	42.0332	-97.4236	*	*	Y
BT	RAM	United States	*		*	*	NORTH PLATTE	*	*	*	*	41.1352	-100.7739	*	*	Y
BT	RAM	United States	*		*	*	NORTON	*	*	*	*	36.9373	-82.6237	*	*	Y
BT	RAM	United States	*		*	*	OAKBROOK	*	*	*	*	41.8329	-87.945	*	*	Y
BT	RAM	United States	*		*	*	Oakland	*	*	*	*	37.836	-122.2757	*	*	Y
BT	RAM	United States	*		*	*	OAKLAND	*	*	*	*	37.8106	-122.2687	*	*	Y
BT	RAM	United States	*		*	*	OAKTON	*	*	*	*	38.8911	-77.3229	*	*	Y
BT	RAM	United States	*		*	*	OCALA	*	*	*	*	29.1692	-82.0919	*	*	Y
BT	RAM	United States	*		*	*	OCEANSIDE	*	*	*	*	33.2043	-117.3526	*	*	Y
BT	RAM	United States	*		*	*	OGDEN	*	*	*	*	41.2769	-111.9874	*	*	Y
BT	RAM	United States	*		*	*	OIL CITY	*	*	*	*	41.4309	-79.7027	*	*	Y
BT	RAM	United States	*		*	*	OJUS	*	*	*	*	25.9556	-80.1804	*	*	Y
BT	RAM	United States	*		*	*	OKLAHOMA CITY	*	*	*	*	35.3415	-97.5401	*	*	Y
BT	RAM	United States	*		*	*	Oklahoma City	*	*	*	*	35.4713	-97.518	*	*	Y
BT	RAM	United States	*		*	*	OLATHE	*	*	*	*	38.8661	-94.7734	*	*	Y
BT	RAM	United States	*		*	*	OLNEY	*	*	*	*	38.7317	-88.0806	*	*	Y

* text has been redacted for confidentiality

Back to Contents

Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	RAM	United States	*	*	*	OLYMPIA	*	*	*	*	47.0112	-122.8723	*	*	Y
BT	RAM	United States	*	*	*	OMAHA	*	*	*	*	41.1784	-95.9549	*	*	Y
BT	RAM	United States	*	*	*	OMAHA	*	*	*	*	41.2608	-95.9343	*	*	Y
BT	RAM	United States	*	*	*	Omaha	*	*	*	*	41.2028	-96.1215	*	*	Y
BT	RAM	United States	*	*	*	OPELIKA	*	*	*	*	32.6398	-85.3824	*	*	Y
BT	RAM	United States	*	*	*	ORLANDO	*	*	*	*	28.6182	-81.4418	*	*	Y
BT	RAM	United States	*	*	*	Orlando	*	*	*	*	28.5412	-81.3741	*	*	Y
BT	RAM	United States	*	*	*	ORLANDO	*	*	*	*	28.4991	-81.5299	*	*	Y
BT	RAM	United States	*	*	*	OWENSBORO	*	*	*	*	37.7583	-87.0921	*	*	Y
BT	RAM	United States	*	*	*	OXNARD	*	*	*	*	34.2151	-119.1759	*	*	Y
BT	RAM	United States	*	*	*	PADUCAH	*	*	*	*	37.0308	-88.5897	*	*	Y
BT	RAM	United States	*	*	*	PAINTSVILLE	*	*	*	*	37.8117	-82.8015	*	*	Y
BT	RAM	United States	*	*	*	PALM SPRINGS	*	*	*	*	33.8431	-116.5412	*	*	Y
BT	RAM	United States	*	*	*	PANAMA CITY	*	*	*	*	30.1606	-85.6513	*	*	Y
BT	RAM	United States	*	*	*	PARKERSBURG	*	*	*	*	39.2658	-81.5363	*	*	Y
BT	RAM	United States	*	*	*	Parsons	*	*	*	*	37.3392	-95.2691	*	*	Y
BT	RAM	United States	*	*	*	PENSACOLA	*	*	*	*	30.4211	-87.2202	*	*	Y
BT	RAM	United States	*	*	*	PEORIA	*	*	*	*	40.682	-89.603	*	*	Y
BT	RAM	United States	*	*	*	PERKINS	*	*	*	*	45.9973	-87.0901	*	*	Y
BT	RAM	United States	*	*	*	PFLUGERVILLE	*	*	*	*	30.4438	-97.6287	*	*	Y
BT	RAM	United States	*	*	*	Philadelphia	*	*	*	*	39.9513	-75.1585	*	*	Y
BT	RAM	United States	*	*	*	PHILADELPHIA	*	*	*	*	39.9627	-75.14873	*	*	Y

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Back to Contents

Provider	Region	Country	Reuters required Country	Gold	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	RAM	United States	*		*	*	PHILADELPHIA	*	*	*	*	39.9384	-75.1831	*	*	Y
BT	RAM	United States	*		*	*	PHOENIX	*	*	*	*	33.44	-112.0259	*	*	Y
BT	RAM	United States	*		*	*	Phoenix	*	*	*	*	33.4496	-112.0776	*	*	Y
BT	RAM	United States	*		*	*	PIEDMONT	*	*	*	*	35.6392	-97.7456	*	*	Y
BT	RAM	United States	*		*	*	PINCKARD	*	*	*	*	31.3965	-85.5032	*	*	Y
BT	RAM	United States	*		*	*	PINE BLUFF	*	*	*	*	34.1996	-91.9303	*	*	Y
BT	RAM	United States	*		*	*	Pittsburgh	*	*	*	*	40.4251	-79.9775	*	*	Y
BT	RAM	United States	*		*	*	PITTSBURGH	*	*	*	*	40.4452	-79.9786	*	*	Y
BT	RAM	United States	*		*	*	PLATTSBURGH	*	*	*	*	44.6975	-73.4666	*	*	Y
BT	RAM	United States	*		*	*	PLEASANTON	*	*	*	*	37.685	-121.8948	*	*	Y
BT	RAM	United States	*		*	*	PLEASANTVILLE	*	*	*	*	39.4012	-74.557	*	*	Y
BT	RAM	United States	*		*	*	PLYMOUTH	*	*	*	*	42.3708	-83.5195	*	*	Y
BT	RAM	United States	*		*	*	PLYMOUTH	*	*	*	*	45.0044	-93.4282	*	*	Y
BT	RAM	United States	*		*	*	POCATELLO	*	*	*	*	42.8848	-112.4258	*	*	Y
BT	RAM	United States	*		*	*	POLK CITY	*	*	*	*	28.1954	-81.832	*	*	Y
BT	RAM	United States	*		*	*	PORTAGE	*	*	*	*	41.5782	-87.1822	*	*	Y
BT	RAM	United States	*		*	*	PORTLAND	*	*	*	*	45.5293	-122.6807	*	*	Y
BT	RAM	United States	*		*	*	PORTLAND	*	*	*	*	43.622	-70.2897	*	*	Y
BT	RAM	United States	*		*	*	Portland	*	*	*	*	45.5204	-122.6855	*	*	Y
BT	RAM	United States	*		*	*	POUGHKEEPSIE	*	*	*	*	41.7016	-73.9149	*	*	Y
BT	RAM	United States	*		*	*	PRESQUE ISLE	*	*	*	*	46.6798	-68.0098	*	*	Y

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Back to Contents

Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	RAM	United States	*	*	*	Princeton	*	*	*	*	40.3922	-74.5444	*	*	Y
BT	RAM	United States	*	*	*	PROVIDENCE	*	*	*	*	41.8206	-71.4129	*	*	Y
BT	RAM	United States	*	*	*	PROVO	*	*	*	*	40.2203	-111.6931	*	*	Y
BT	RAM	United States	*	*	*	PUEBLO	*	*	*	*	38.2853	-104.5796	*	*	Y
BT	RAM	United States	*	*	*	PULLMAN	*	*	*	*	46.7638	-117.1911	*	*	Y
BT	RAM	United States	*	*	*	RALEIGH	*	*	*	*	35.8667	-78.5355	*	*	Y
BT	RAM	United States	*	*	*	Raleigh	*	*	*	*	35.7735	-78.633	*	*	Y
BT	RAM	United States	*	*	*	READING	*	*	*	*	40.3334	-75.9716	*	*	Y
BT	RAM	United States	*	*	*	REDDING	*	*	*	*	40.5622	-122.4224	*	*	Y
BT	RAM	United States	*	*	*	REDWOOD CITY	*	*	*	*	37.491	-122.2046	*	*	Y
BT	RAM	United States	*	*	*	REGO PARK	*	*	*	*	40.7257	-73.862	*	*	Y
BT	RAM	United States	*	*	*	RENO	*	*	*	*	39.526	-119.8127	*	*	Y
BT	RAM	United States	*	*	*	RICHMOND	*	*	*	*	37.6221	-77.4409	*	*	Y
BT	RAM	United States	*	*	*	RICHMOND	*	*	*	*	37.5383	-77.4391	*	*	Y
BT	RAM	United States	*	*	*	Richmond	*	*	*	*	37.4999	-77.474	*	*	Y
BT	RAM	United States	*	*	*	RICHMOND	*	*	*	*	39.8331	-84.8929	*	*	Y
BT	RAM	United States	*	*	*	ROANOKE	*	*	*	*	37.2306	-79.9372	*	*	Y
BT	RAM	United States	*	*	*	ROCHELLE PARK	*	*	*	*	40.9051	-74.0908	*	*	Y
BT	RAM	United States	*	*	*	Rochester	*	*	*	*	43.1548	-77.6268	*	*	Y
BT	RAM	United States	*	*	*	ROCHESTER	*	*	*	*	43.1476	-77.6435	*	*	Y
BT	RAM	United States	*	*	*	ROCHESTER	*	*	*	*	44.0514	-92.4964	*	*	Y
BT	RAM	United States	*	*	*	ROCK HILL	*	*	*	*	34.9278	-81.022	*	*	Y

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Back to Contents

Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	RAM	United States	*	*	*	ROCKFORD	*	*	*	*	42.2982	-89.1279	*	*	Y
BT	RAM	United States	*	*	*	ROCKY MOUNT	*	*	*	*	37.0025	-79.8937	*	*	Y
BT	RAM	United States	*	*	*	ROCKY MOUNT	*	*	*	*	35.9364	-77.7719	*	*	Y
BT	RAM	United States	*	*	*	ROGERS	*	*	*	*	36.3238	-94.0244	*	*	Y
BT	RAM	United States	*	*	*	ROLLA	*	*	*	*	37.9488	-91.7632	*	*	Y
BT	RAM	United States	*	*	*	ROLLING MEADOWS	*	*	*	*	42.0787	-88.0285	*	*	Y
BT	RAM	United States	*	*	*	ROME	*	*	*	*	34.2432	-85.1104	*	*	Y
BT	RAM	United States	*	*	*	ROSWELL	*	*	*	*	33.3908	-104.5222	*	*	Y
BT	RAM	United States	*	*	*	ROWLESBURG	*	*	*	*	39.2247	-79.6617	*	*	Y
BT	RAM	United States	*	*	*	Sacramento	*	*	*	*	38.5921	-121.5241	*	*	Y
BT	RAM	United States	*	*	*	SACRAMENTO	*	*	*	*	38.582	-121.4896	*	*	Y
BT	RAM	United States	*	*	*	SAGINAW	*	*	*	*	43.4318	-83.9335	*	*	Y
BT	RAM	United States	*	*	*	SALEM	*	*	*	*	44.9903	-122.9529	*	*	Y
BT	RAM	United States	*	*	*	SALINA	*	*	*	*	38.8402	-97.6116	*	*	Y
BT	RAM	United States	*	*	*	SALINAS	*	*	*	*	36.6681	-121.6559	*	*	Y
BT	RAM	United States	*	*	*	SALISBURY	*	*	*	*	38.3616	-75.5922	*	*	Y
BT	RAM	United States	*	*	*	SALISBURY	*	*	*	*	35.6633	-80.4731	*	*	Y
BT	RAM	United States	*	*	*	Salt Lake City	*	*	*	*	40.7489	-111.9325	*	*	Y
BT	RAM	United States	*	*	*	SALT LAKE CITY	*	*	*	*	40.7588	-111.8367	*	*	Y
BT	RAM	United States	*	*	*	SAN ANGELO	*	*	*	*	31.4702	-100.4379	*	*	Y
BT	RAM	United States	*	*	*	SAN ANTONIO	*	*	*	*	29.5001	-98.3996	*	*	Y
BT	RAM	United States	*	*	*	San Antonio	*	*	*	*	29.4251	-98.4892	*	*	Y

* text has been redacted for confidentiality

Back to Contents

Provider	Region	Country	Reuters required Country	Gold	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	RAM	United States	*		*	*	SAN ANTONIO	*	*	*	*	29.5001	-98.3996	*	*	Y
BT	RAM	United States	*		*	*	SAN BERNARDINO	*	*	*	*	34.1054	-117.2914	*	*	Y
BT	RAM	United States	*		*	*	SAN DIEGO	*	*	*	*	32.7994	-117.1374	*	*	Y
BT	RAM	United States	*		*	*	San Diego	*	*	*	*	32.7461	-117.1691	*	*	Y
BT	RAM	United States	*		*	*	SAN FRANCISCO	*	*	*	*	37.7678	-122.3942	*	*	Y
BT	RAM	United States	*		*	*	SAN FRANCISCO	*	*	*	*	37.7919	-122.407	*	*	Y
BT	RAM	United States	*		*	*	SAN JOSE	*	*	*	*	37.3336	-121.8895	*	*	Y
BT	RAM	United States	*		*	*	San Jose L3GW	*	*	*	*	37.3762	-122.0214	*	*	Y
BT	RAM	United States	*		*	*	San Juan	*	*	*	*	18.4531	-66.0765	*	*	Y
BT	RAM	United States	*		*	*	San Luis Obispo	*	*	*	*	35.2606	-120.6538	*	*	Y
BT	RAM	United States	*		*	*	SAN LUIS OBISPO	*	*	*	*	35.2606	-120.6538	*	*	Y
BT	RAM	United States	*		*	*	SANTA ANA	*	*	*	*	33.7102	-117.8734	*	*	Y
BT	RAM	United States	*		*	*	SANTA BARBARA	*	*	*	*	34.4195	-119.7072	*	*	Y
BT	RAM	United States	*		*	*	SANTA MARIA	*	*	*	*	34.9449	-120.39	*	*	Y
BT	RAM	United States	*		*	*	SANTA ROSA	*	*	*	*	37.5471	-122.3305	*	*	Y
BT	RAM	United States	*		*	*	Santa Teresa	*	*	*	*	31.8589	-106.6426	*	*	Y
BT	RAM	United States	*		*	*	SARASOTA	*	*	*	*	27.3309	-82.548	*	*	Y
BT	RAM	United States	*		*	*	SAVANNAH	*	*	*	*	32.0691	-81.105	*	*	Y
BT	RAM	United States	*		*	*	SCRANTON	*	*	*	*	41.4078	-75.6464	*	*	Y
BT	RAM	United States	*		*	*	SEATTLE	*	*	*	*	47.6276	-122.3464	*	*	Y
BT	RAM	United States	*		*	*	Seattle	*	*	*	*	47.6113	-122.3334	*	*	Y

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Back to Contents

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Provider	Region	Country	Reuters required Gold Country	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	RAM	United States	*	*	*	SEATTLE	*	*	*	*	47.4554	-122.3499	*	*	Y
BT	RAM	United States	*	*	*	SHEBOYGAN	*	*	*	*	43.741	-87.7323	*	*	Y
BT	RAM	United States	*	*	*	SHERMAN OAKS	*	*	*	*	34.15	-118.4622	*	*	Y
BT	RAM	United States	*	*	*	SHREVEPORT	*	*	*	*	32.5058	-93.7485	*	*	Y
BT	RAM	United States	*	*	*	SILVER SPRING	*	*	*	*	39.0019	-77.0354	*	*	Y
BT	RAM	United States	*	*	*	SIOUX CITY	*	*	*	*	42.5071	-96.4345	*	*	Y
BT	RAM	United States	*	*	*	SIOUX FALLS	*	*	*	*	43.5574	-96.7325	*	*	Y
BT	RAM	United States	*	*	*	SOMERSET	*	*	*	*	37.0927	-84.5709	*	*	Y
BT	RAM	United States	*	*	*	SOUTH BEND	*	*	*	*	41.6738	-86.2529	*	*	Y
BT	RAM	United States	*	*	*	SOUTH BURLINGTON	*	*	*	*	44.453	-73.1805	*	*	Y
BT	RAM	United States	*	*	*	SPARTANBURG	*	*	*	*	34.9905	-81.9622	*	*	Y
BT	RAM	United States	*	*	*	SPENCER	*	*	*	*	43.1435	-95.1473	*	*	Y
BT	RAM	United States	*	*	*	SPOKANE	*	*	*	*	47.6658	-117.4328	*	*	Y
BT	RAM	United States	*	*	*	SPRINGFIELD	*	*	*	*	42.103	-72.5904	*	*	Y
BT	RAM	United States	*	*	*	SPRINGFIELD	*	*	*	*	39.9254	-83.8559	*	*	Y
BT	RAM	United States	*	*	*	SPRINGFIELD	*	*	*	*	39.8011	-89.6499	*	*	Y
BT	RAM	United States	*	*	*	SPRINGFIELD	*	*	*	*	37.1666	-93.3129	*	*	Y
BT	RAM	United States	*	*	*	ST. CLOUD	*	*	*	*	45.5333	-94.2103	*	*	Y
BT	RAM	United States	*	*	*	ST. JOSEPH	*	*	*	*	39.794	-94.843	*	*	Y
BT	RAM	United States	*	*	*	St. Louis	*	*	*	*	38.6312	-90.1921	*	*	Y
BT	RAM	United States	*	*	*	ST. LOUIS	*	*	*	*	38.6308	-90.2153	*	*	Y
BT	RAM	United	*	*	*	ST. PAUL	*	*	*	*	44.9328	-93.1215	*	*	Y

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Back to Contents

Provider	Region	Country	Reuters required Country	Gold	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
		States														
BT	RAM	United States	*		*	*	ST. PETERSBURG	*	*	*	*	27.7694	-82.6399	*	*	Y
BT	RAM	United States	*		*	*	ST. PETERSBURG	*	*	*	*	27.8726	-82.6392	*	*	Y
BT	RAM	United States	*		*	*	STAMFORD	*	*	*	*	41.0542	-73.5424	*	*	Y
BT	RAM	United States	*		*	*	STATE COLLEGE	*	*	*	*	40.7934	-77.8444	*	*	Y
BT	RAM	United States	*		*	*	STAUNTON	*	*	*	*	38.1533	-79.0788	*	*	Y
BT	RAM	United States	*		*	*	STERLING	*	*	*	*	41.815	-89.7163	*	*	Y
BT	RAM	United States	*		*	*	STEUBENVILLE	*	*	*	*	40.3684	-80.6607	*	*	Y
BT	RAM	United States	*		*	*	STEVENS POINT	*	*	*	*	44.5218	-89.5602	*	*	Y
BT	RAM	United States	*		*	*	STOCKTON	*	*	*	*	37.9051	-121.2242	*	*	Y
BT	RAM	United States	*		*	*	STUYVESANT	*	*	*	*	42.3847	-73.7722	*	*	Y
BT	RAM	United States	*		*	*	SUNBURY	*	*	*	*	40.8643	-76.7872	*	*	Y
BT	RAM	United States	*		*	*	SUNNYLAND	*	*	*	*	40.7006	-89.4478	*	*	Y
BT	RAM	United States	*		*	*	SWEETWATER	*	*	*	*	32.4693	-100.4054	*	*	Y
BT	RAM	United States	*		*	*	Syracuse	*	*	*	*	43.0445	-76.1513	*	*	Y
BT	RAM	United States	*		*	*	SYRACUSE	*	*	*	*	43.0445	-76.1513	*	*	Y
BT	RAM	United States	*		*	*	TACOMA	*	*	*	*	47.2485	-122.4393	*	*	Y
BT	RAM	United States	*		*	*	TALLAHASSEE	*	*	*	*	30.4297	-84.217	*	*	Y
BT	RAM	United States	*		*	*	Tampa	*	*	*	*	28.007	-82.5155	*	*	Y
BT	RAM	United States	*		*	*	TAMPA	*	*	*	*	28.007	-82.5155	*	*	Y
BT	RAM	United States	*		*	*	TAMPA	*	*	*	*	27.9316	-82.3751	*	*	Y
BT	RAM	United States	*		*	*	TERRE HAUTE	*	*	*	*	39.4718	-87.3974	*	*	Y
BT	RAM	United	*		*	*	TOLEDO	*	*	*	*	41.6572	-83.5295	*	*	Y

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Back to Contents

Provider	Region	Country	Reuters required Country	Gold	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
		States														
BT	RAM	United States					TOPEKA					39.0425	-95.6453			Y
BT	RAM	United States	*		*	*	TRAVERSE CITY	*	*	*	*	44.7729	-85.7012	*	*	Y
BT	RAM	United States	*		*	*	TROY	*	*	*	*	31.8027	-85.9639	*	*	Y
BT	RAM	United States	*		*	*	TUCSON	*	*	*	*	32.2163	-110.9714	*	*	Y
BT	RAM	United States	*		*	*	TULLY	*	*	*	*	42.8212	-76.1452	*	*	Y
BT	RAM	United States	*		*	*	TULSA	*	*	*	*	36.1487	-95.9764	*	*	Y
BT	RAM	United States	*		*	*	Tulsa	*	*	*	*	36.1747	-95.8443	*	*	Y
BT	RAM	United States	*		*	*	TULSA	*	*	*	*	36.1487	-95.9764	*	*	Y
BT	RAM	United States	*		*	*	TUPELO	*	*	*	*	34.2864	-88.6847	*	*	Y
BT	RAM	United States	*		*	*	TUSCALOOSA	*	*	*	*	33.1948	-87.565	*	*	Y
BT	RAM	United States	*		*	*	UTICA	*	*	*	*	43.109	-75.2292	*	*	Y
BT	RAM	United States	*		*	*	VERO BEACH	*	*	*	*	27.6481	-80.4183	*	*	Y
BT	RAM	United States	*		*	*	VICTORIA	*	*	*	*	28.8038	-97.0151	*	*	Y
BT	RAM	United States	*		*	*	WACO	*	*	*	*	31.5197	-97.1227	*	*	Y
BT	RAM	United States	*		*	*	WALDORF	*	*	*	*	38.6008	-76.9027	*	*	Y
BT	RAM	United States	*		*	*	WALNUT CREEK	*	*	*	*	37.9051	-122.0557	*	*	Y
BT	RAM	United States	*		*	*	WARE SHOALS	*	*	*	*	34.3911	-82.2469	*	*	Y
BT	RAM	United States	*		*	*	WARREN	*	*	*	*	41.8536	-79.1587	*	*	Y
BT	RAM	United States	*		*	*	WARSAW	*	*	*	*	41.2381	-85.8531	*	*	Y
BT	RAM	United States	*		*	*	WASHINGTON	*	*	*	*	38.9528	-77.2348	*	*	Y
BT	RAM	United States	*		*	*	WASHINGTON	*	*	*	*	38.9044	-77.0307	*	*	Y

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Back to Contents

Provider	Region	Country	Reuters required Country	Gold	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	RAM	United States	*		*	*	Washington	*	*	*	*	38.8775	-77.0181	*	*	Y
BT	RAM	United States	*		*	*	WATERLOO	*	*	*	*	42.4764	-92.367	*	*	Y
BT	RAM	United States	*		*	*	WAUKESHA	*	*	*	*	43.0172	-88.2661	*	*	Y
BT	RAM	United States	*		*	*	WAUSAU	*	*	*	*	44.9604	-89.6542	*	*	Y
BT	RAM	United States	*		*	*	WAYNE	*	*	*	*	40.0367	-75.3804	*	*	Y
BT	RAM	United States	*		*	*	WAYNESBORO	*	*	*	*	38.0711	-78.8994	*	*	Y
BT	RAM	United States	*		*	*	WEST PALM BEACH	*	*	*	*	26.7085	-80.0657	*	*	Y
BT	RAM	United States	*		*	*	WHEELING	*	*	*	*	40.0694	-80.6904	*	*	Y
BT	RAM	United States	*		*	*	White Plains	*	*	*	*	41.0317	-73.7651	*	*	Y
BT	RAM	United States	*		*	*	WHITE PLAINS	*	*	*	*	41.0317	-73.7651	*	*	Y
BT	RAM	United States	*		*	*	WHITE RIVER JUNCTION	*	*	*	*	43.6613	-72.3559	*	*	Y
BT	RAM	United States	*		*	*	WICHITA	*	*	*	*	37.6851	-97.3357	*	*	Y
BT	RAM	United States	*		*	*	WICHITA FALLS	*	*	*	*	33.9084	-98.4991	*	*	Y
BT	RAM	United States	*		*	*	Williamsport	*	*	*	*	41.2464	-77.0165	*	*	Y
BT	RAM	United States	*		*	*	WILMINGTON	*	*	*	*	39.7566	-75.531	*	*	Y
BT	RAM	United States	*		*	*	Wilmington	*	*	*	*	39.7375	-75.5507	*	*	Y
BT	RAM	United States	*		*	*	WILMINGTON	*	*	*	*	34.2633	-77.8401	*	*	Y
BT	RAM	United States	*		*	*	WINCHESTER	*	*	*	*	39.2071	-78.165	*	*	Y
BT	RAM	United States	*		*	*	WINCHESTER	*	*	*	*	37.981	-84.1671	*	*	Y
BT	RAM	United States	*		*	*	Window Rock	*	*	*	*	35.6603	-109.1037	*	*	Y
BT	RAM	United States	*		*	*	WINSTON-SALEM	*	*	*	*	36.1036	-80.2155	*	*	Y

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Back to Contents

Provider	Region	Country	Reuters required Country	Gold	Reuters deployment phase	BT Status	City	Site Address	Zipcode	BT Gold Cities	MPLS Status	Longitude	Latitude	3rd Party Provider	Highest attainable SLA	Sat Dish Enabled
BT	RAM	United States	*		*	*	WINTER PARK	*	*	*	*	28.5992	-81.3559	*	*	Y
BT	RAM	United States	*		*	*	WINTERHAVEN	*	*	*	*	28.0444	-81.7247	*	*	Y
BT	RAM	United States	*		*	*	WOOSTER	*	*	*	*	40.8075	-81.957	*	*	Y
BT	RAM	United States	*		*	*	WORCESTER	*	*	*	*	42.2616	-71.8013	*	*	Y
BT	RAM	United States	*		*	*	WORTHINGTON	*	*	*	*	40.1009	-83.0357	*	*	Y
BT	RAM	United States	*		*	*	WYE MILLS	*	*	*	*	38.8805	-75.8321	*	*	Y
BT	RAM	United States	*		*	*	WYTHEVILLE	*	*	*	*	36.9469	-81.0879	*	*	Y
BT	RAM	United States	*		*	*	YAKIMA	*	*	*	*	46.5938	-120.5356	*	*	Y
BT	RAM	United States	*		*	*	YORK	*	*	*	*	39.9505	-76.7105	*	*	Y
BT	RAM	United States	*		*	*	YOUNGSTOWN	*	*	*	*	41.0988	-80.654	*	*	Y
BT	RAM	United States	*		*	*	YUMA	*	*	*	*	32.6735	-114.5025	*	*	Y
BT		Uzbekistan	*		*	*	Subsidised IPLCs	*	*	*	*	*	*	*	*	*
BT	RAM	Venezuela	*		*	*	Caracas	*	*	*	*	66.9333	10.5	*	*	Y
BT	APAC	Vietnam	*		*	*	Hanoi	*	*	*	*	105.8667	21.0333	*	*	Y
		Yugoslavia	*		*	*	Subsidised IPLCs	*	*	*	*	*	*	*	*	*
BT	EMEA	Zimbabwe	*		*	*	Harare	*	*	*	*	*	*	*	*	Y

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Back to Contents

Appendix B
Service Boundaries

Diagram 1: Client Site Boundary

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Back to Contents

Diagram 2: Core Network Boundary

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Back to Contents

Schedule 2
Services Description

Part 1C
Service Management

For the purposes of this Schedule, the following capitalised term shall have the corresponding meaning:

"Reuters Service Owners"	means Reuters' heads of development, operations, product management, CRMC, professional services group and other key service functions within the Reuters Group;

Section A of this Schedule sets out the service management levels for the Existing Services and Section B of this Schedule sets out the service management levels for the New Services.

SECTION A: EXISTING SERVICES

1 SCOPE

1.1 This Section A of Schedule 2 Part 1C sets out the arrangements for monitoring the operational service performance of the Existing Services by means of the Global Service Forum.

1.2 Service management for Existing Services shall be undertaken in accordance with practices adopted by the Radianz Group during the Standard Period.

2 GLOBAL SERVICE FORUM

2.1 The objectives of the Global Service Forum are to:

2.1.1 provide top-down governance for the most significant Service issues;

2.1.2 provide a system for triage of serious cross functional Service issues and problem resolution;

2.1.3 provide senior management in Reuters with visibility of very significant problems affecting the service provided to Reuters' customers;

2.1.4 apply the right level of management control/priority on current high severity Service issues;

2.1.5 provide input to Reuters Service Owners to allow underlying issues to be addressed;

2.1.6 improve the Existing Services and the perception of Services provided by BT across Reuters; and

2.1.7 identify the most critical product and Service issues from all Incident reports received by the CRMCs.

3 BT MEMBERSHIP

BT will be a full member of the Global Service Forum and a maximum of two BT representative(s) will attend each meeting to address BT related issues.

4 ORGANISATION

4.1 The Global Service Forum shall meet weekly in London.

4.2 Reuters will provide BT with a copy of each draft Global Service Forum report that is produced reasonably prior to the meeting.

4.3 GMC Weekly Service Reports are produced by the Global Service Forum.

5 SERVICE PERFORMANCE

5.1 Service performance shall be monitored by means of the review of Incidents categorised by Reuters CRMCs into severity levels 1, 2 and 3 in accordance with paragraph 3 of Schedule 5 Part 1 (*Service Levels: Existing Services*).

5.2 An Incident will be categorised by severity level by the Global Service Forum in accordance with the following categories:

5.2.1 Delayed Fix (i.e. an outstanding Incident that is not being resolved through normal channels in a timely manner);

5.2.2 Heads up (i.e. a notification to Global Service Forum members of a new Incident and its current status (open or closed) on a 'for your information' basis);

5.2.3 Long-term (i.e. an Incident: (i) which frequently appears in the Global Service Forum report; (ii) in relation to which an Incident trend is identified; or (iii) which requires tracking on a weekly basis).

5.3 When an Incident is categorised as "Long-term" under paragraph 5.2. above then the Incident will re-appear automatically at the weekly Global Service Forum until resolved.

SECTION B: NEW SERVICES

6 SCOPE

6.1 This Section B of Schedule 2 Part 1C sets out the service management levels applicable for the New Services.

6.2 BT shall develop and maintain a Customer Operations Manual containing relevant operational details in respect of its management of the New Services and all associated service management procedures. BT shall make copies of the Customer Operations Manual available to Reuters on a regular basis and in a reasonable manner to be agreed by the Parties.

7 SERVICE DESK

7.1 BT shall make available to Reuters the Service Desk 24 hours per day / 7 days a week / 365/6 days per year.

7.2 The Service Desk shall be the primary point of contact for day to day issues relating to the New Services including:

7.2.1 Incident reporting;

7.2.2 problem escalation;

7.2.3 order management; and

7.2.4 moves, adds and changes.

7.3 All initial contact with or by the Service Desk shall be conducted in English.

7.4 BT shall maintain an on-site presence at the CRMCs for the duration of the Agreement.

8 INCIDENT MANAGEMENT

8.1 BT shall record all Incidents on the Service Desk's trouble ticketing system reported to it and provide Reuters with a unique BT identifier relating to each Incident. The classification of each Incident will be assigned by BT in accordance with the severity criteria set out in paragraph 4.1 of Schedule 5, Part 2. In respect of the measurement of Service Levels, the time at which an Incident occurs shall be the starting point for measurement of the Service Levels.

8.2 Reuters shall record the details of all Incidents reported to the Service Desk on its systems and shall provide BT with a unique identifier for the Incident at the time the Incident is reported to BT.

8.3 BT shall provide Reuters with updates concerning progress of Incident resolution in accordance with Schedule 5 Part 2.

8.4 BT shall notify the Reuters CRMC when a Service has been restored or that analysis has proved that fault conditions no longer apply. BT shall complete "reason for outage" details on the trouble ticket.

8.5 Where BT determines that no Incident has occurred in respect of a New Service, then BT shall register this on the Service Desk trouble ticketing system. In the event of persistent false reporting, BT shall notify Reuters and Reuters shall promptly implement measures which shall subsequently ensure a material reduction in such persistent false reporting within the next reporting period, or such other timescale as may be agreed.

9 PROACTIVE MANAGEMENT

9.1 BT shall use all reasonable endeavours to detect Incidents by proactively monitoring the status of each New Service 24 hours a day, 7 days a week and 365/6 days a year.

9.2 On detection or notification of an Incident or circumstances which might give rise to an Incident in BT's reasonable opinion, BT shall register the same with the Service Desk, which shall promptly notify Reuters of the same and manage any Incident in accordance with paragraph 8 above.

10 ALARM MONITORING

10.1 BT will collect network management alarms on a 24 hours a day/7 days a week/365(6) days a year basis. All alarms will be analysed and, if found to relate to an Incident, will be dealt with through the Incident management process set out in this Schedule and Schedule 5 Part 2.

11 ESCALATION

11.1 As soon as reasonably practicable after the Signing Date, BT and Reuters will develop and agree operational escalation procedures, based initially on those agreed for Existing Services. Once these procedures are defined, they will be included within the Customer Operations Manual.

11.2 The Parties agree that the persons nominated in the escalation procedures will each have sufficient authority to provide an effective means of escalation.

11.3 The escalation procedure described in paragraph 11.1 above will include but not be limited to:

11.3.1 how each stage in the escalation process is invoked or triggered;

11.3.2 the reporting channels through which escalation action is implemented;

11.3.3 levels of responsibility;

11.3.4 supporting resource;

11.3.5 escalation tracking.

12 CAPACITY MANAGEMENT

12.1 BT will monitor the traffic levels of the Connections using its network monitoring systems in order to identify whether any of the following in BT's reasonable opinion are required:

12.1.1 increase or decrease in the capacity of a New Service;

12.1.2 changes to a New Service to take account of the growth of, or reduction in, traffic levels and/or Facilities;

12.1.3 changes to a New Service to take account of changes in Reuters applications or equipment;

12.1.4 changes to a New Service to reduce the cost to Reuters;

12.1.5 changes to a New Service to optimise the network or network elements.

For the avoidance of doubt, any proposed change under this paragraph 12.1 shall be progressed by the Parties in accordance with the Change Control Procedure.

12.2 BT shall provide reports that include access circuit utilisation by Facility and Service Class. In order to identify capacity issues within the IP network, the latency thresholds from the Facilities will be monitored and when exceeded investigated to determine whether there is an IP network capacity bottleneck.

13 SERVICE MANAGEMENT REPORTING

13.1 BT shall provide a series of reports described in this Schedule and detailed in the Customer Operations Manual. Such reports shall be provided to an agreed frequency and timeframe appropriate to the Service to which they relate.

13.2 The scope and contents of Service Level reports may vary from time to time as agreed between the Parties where such changes provide a mutual benefit or a practical improvement.

13.3 BT shall resolve questions arising from or with regard to Service Levels reports within 5 Business Days. Such reports will comprise the following, and will be produced centrally and made available to Reuters in a manner to be agreed by the Parties:

13.3.1 Management Information Report

BT will prepare and submit a monthly Management Information Report comprising the following sections:

(i) Executive Summary outlining a summary of events occurring in the period (including detail of specific major events), providing a summary of all material Incidents during that period, identifying any common causes, and proposing corrective action to prevent a recurrence;

(ii) Service Performance Summary against Service Levels, on a regional basis. In addition, this summary will include information concerning any Service Levels which were not met during the reporting period;

(iii) Network Performance Management, including number of Incidents reported to the Service Desk during the relevant period, together with an indication of whether these have been cleared, referred to Reuters or other third parties, or are outstanding for resolution. Where appropriate, this will include root cause analysis information. In addition, to assess measurement of network performance, this will include Availability, RTD and Packet Loss measurements (measured in accordance with paragraph 3.3 of Schedule 5, Part 2) over the relevant Measurement Period;

(iv) A summary detailing routes and systems where BT's reasonably recommended capacity thresholds are being exceeded;

(v) Opportunities (which in BT's reasonable opinion are relevant and appropriate) to improve the New Services provided to Reuters by BT via the Change Control Procedure. In particular, BT will advise Reuters of any relevant third party software upgrades available (both functionality and maintenance releases).

The report will be based upon information pertaining to the previous month and will be presented at the monthly Service Review Meeting.

13.4 **Service Level Report**

The Service Level report will be a report showing performance against the Service Levels measured in accordance with Schedule 5, Part 2. This report will be produced monthly within 10 working days of the end of the relevant Measurement Period.

13.5 **Service Provision Report**

The Service Provision Report will be produced weekly and have the following information:

13.5.1 the number of orders placed;

13.5.2 the number of orders completed;

13.5.3 the number of orders programmed; and

13.5.4 the number of orders that did not meet the agreed delivery date together with commentary describing reason for delay and action taken to complete order.

A trend analysis graph shall be provided to show the number of orders that were not completed by the agreed delivery date each month, month on month for the preceding 12 month period.

13.6 **Network Change Schedule**

BT will publish a schedule of planned maintenance, configuration or network changes in respect of the New Services to be undertaken within a Maintenance Window in accordance with paragraph 3.2 of Part 2 of Schedule 5. The schedule will be available to Reuters in a manner to be agreed by the Parties and shall include:

13.6.1 Date of the proposed change;

13.6.2 Nature of work; and

13.6.3 Facilities impacted.

13.7 **Capacity Planning Report**

13.7.1 BT will produce a monthly capacity report for the Facilities. The Parties will, acting reasonably, define and agree core hours for at least each of the main territories (America, Europe and Asia). During these core hours all Gold, Silver and RDF datafeed will have a polling frequency of not less than * for utilisation of reports. Out of core hours, all Gold, Silver and RDF datafeed Sites will have a polling frequency of not less than * for utilisation reports. Out of core hours, and for all other Sites, the polling frequency will be no less than *. BT will make all reasonably efforts to reduce the polling frequency.

13.7.2 BT will identify Facilities where upper or lower capacity threshold have been reached and will make recommendations should capacity changes be appropriate.

13.7.3 In addition, where reasonably requested this report shall include:

(i) the peak utilisation value for every Facility access connection, irrespective of whether it fell outside of the thresholds; and

(ii) a trend analysis graph in a form to be agreed.

13.8 **Reason for Outage Report**

BT will include on the trouble ticket information detailing the reason for the outage for each incident. Each report will contain:

13.8.1 Description of the Incident;

13.8.2 Action taken to restore the Service;

13.8.3 Cause of the Incident, if known; and

13.8.4 Any known action required to complete the repair.

13.9 As part of continuous service improvement, BT and Reuters working together and acting in good faith will seek to find ways to allow API access to data relevant to Reuters in the BT intranet in order that Reuters can supply the relevant customer information to the relevant customers electronically. BT and Reuters will implement any agreed solution.

* text has been redacted for confidentiality

Back to Contents

Schedule 2
Services Description

Part 1D
Security Management

1. Introduction and Definitions

1.1 This Part 1D of Schedule 2 sets out the Parties' requirements relating to security arrangements, processes and procedures in connection with the:

(A) structured withdrawal of BT from the Reuters Systems;

(B) provision of the Services;

(C) migration from the Existing Services to the New Services; and

(D) management framework the Parties have agreed to follow with respect to security matters.

1.2 The following defined terms shall have the following meanings only in this Part 1D of Schedule 2:

"Issues Register"	means the register of issues raised by either Party with respect to matters regarding security arrangements, processes, procedures and Security Incidents maintained by BT;
"Security Go-Live Date"	means the date being six months after the Closing Date;
"Security Incident"	means either (i) unauthorised or unplanned access to the Reuters Systems, (ii) unauthorised or unplanned access to the BT System, or (iii) a breach of security arrangements, processes and procedures as they relate to the Services, in each case whether through or by reason of accident, negligence or default;
"Security Meeting"	has the meaning given to the term in paragraph 6.1; and
"Service Personnel"	means BT Personnel who are engaged in the provision of the Services and who are properly authorised to access the Reuters Systems.

2. Withdrawal from the Reuters Systems (Disentanglement) and General Obligations

2.1 For the period commencing on the Closing Date and ending on the Security Go-Live Date, BT shall use its reasonable endeavours to procure that:

Back to Contents

(A) except in respect of Authorised Personnel, access to the Reuters Systems is only for the purpose of, and to the extent necessary for, providing the Services;

(B) access by the Authorised Personnel to Reuters' internal network (IME) shall only be to the extent they had such access at the Closing Date;

(C) except in respect of Authorised Personnel, access to the Reuters Systems shall be limited only to that by the Service Personnel and the BT System;

(D) access to and use by the Service Personnel of the Reuters Systems shall be limited to the extent they are authorised to do so and, in any event, as is no more than necessary to provide the Services; and

(E) access to the Reuters Systems by the BT System shall be limited only to the extent that the BT System is necessary to provide access by the Service Personnel to the Reuters Systems and as is no more than necessary to provide the Services.

2.2 Prior to the Security Go-Live Date, BT shall take all technical and organisational measures necessary to achieve (and maintain thereafter) a robust and secure gateway to prevent unauthorised access from the BT System or by BT Personnel to the Reuters Systems.

2.3 On and from the Security Go-Live Date, BT shall procure that:

(A) access by the Authorised Personnel shall cease unless as otherwise agreed by the Parties in writing;

(B) access to the Reuters Systems shall only be through the approved secure gateway that is in place pursuant to paragraph 2.2;

(C) access to the Reuters Systems is only for the purpose of, and to the extent necessary for, providing the Services; and

(D) access to the Reuters Systems shall be limited only to that by the Service Personnel and the BT System and shall be limited to the extent they are authorised to do so and, in any event, as is no more than necessary to provide the Services.

2.4 At all times during the term of this Agreement, in respect of any element of the BT System that interfaces with the Reuters Systems or otherwise is used to provide the Services, BT shall adopt and use anti-virus software and security patches and such other controls as are reasonably appropriate in the circumstances in accordance with Good Professional Practice (or otherwise as agreed by the Parties from time to time). Critical third party software changes shall be implemented by BT as soon as is reasonably practicable.

Back to Contents

2.5 At all times during the term of this Agreement, in respect of any element of the Reuters Systems that interfaces with the BT System or otherwise is used to provide the Reuters Services and receive the Services, Reuters shall adopt and use anti-virus software and security patches and such other controls as are reasonably appropriate in the circumstances in accordance with Good Professional Practice (or otherwise as agreed by the Parties from time to time). Critical third party software changes shall be implemented by Reuters as soon as is reasonably practicable.

2.6 Notwithstanding anything else contained in this Agreement, throughout the term of this Agreement Reuters shall have the right to suspend access by BT Personnel (including, without limitation, Authorised Personnel and Service Personnel) and the BT System to the Reuters Systems where Reuters, acting in accordance with Good Professional Practice, reasonably believes that such access is unplanned, unauthorised, misused or otherwise outside the permitted scope of access. Reuters shall at all times ensure that any such suspension shall be limited to the extent reasonably necessary in any given circumstance.

3. Existing Services

In respect of the Existing Services, BT shall maintain security arrangements, processes and procedures that are no less rigorous than those implemented by Radianz in respect of services equivalent to the Existing Services provided during the Standard Period.

4. New Services

4.1 In respect of each New Service, BT shall implement and maintain security arrangements, processes and procedures that will allow BS7799 certification to be achieved and maintained through the term of this Agreement, such arrangements, processes and procedures to be based on the Agreed Principles.

4.2 By the Closing Date, BT shall provide to Reuters a summary document setting out in reasonable detail the measures BT shall take and implement to achieve adequate security of the BT Systems. The summary document shall be appropriate in terms of scope and quality to enable Reuters to effectively market the New Services to customers of members of the Reuters Group.

4.3 By the date at least three months prior to the first happening of migration of any Existing Service to a New Service (for example, prior to migration to the Core Network (platinum ring)), BT shall deliver in writing to Reuters detailed proposals relating to the technical and organisational measures based on the Agreed Principles that BT will implement in respect of that New Service.

4.4 As soon as is reasonably practicable after receipt of BT’s proposals described in paragraph 4.3, the Parties shall discuss the same with a view to ensuring that BT will have appropriate security arrangements, processes and procedures in place and that BS7799 certification will be achieved. In such discussions, BT shall take account of all reasonable representations made by Reuters. Without prejudice to the provisions of paragraph 4.8, BT shall implement such technical and organisational measures as are necessary to ensure that appropriate security arrangements, processes and procedures are in place.

4.5 The Parties agree (except as otherwise agreed by the Parties in writing) that BT shall achieve BS7799 certification in respect of the New Services on or before the earlier of (a) the Migration Date or (b) the date being * after the Closing Date.

4.6 In respect of each New Service, BT shall ensure that each Service Class shall effectively be isolated from each other Service Class such that it is not possible for any data from one Service Class to appear in another Service Class. Furthermore, where a customer Facility is configured by Reuters to offer connectivity to a pre-determined set of Service Classes, BT shall ensure that it is not possible for any such customer to send traffic/data to any other Service Class at the customer Facility (irrespective of whether such customer has administrative control of all customer-sited devices).

4.7 BT shall ensure that each Service Class shall not enable direct communication between customers and shall only permit customers to communicate with Reuters Group Products, except as otherwise requested by Reuters in writing.

4.8 In respect of each New Service, BT shall implement (as a minimum and in accordance with Good Professional Practice) the following measures:

(A) security hardening of network infrastructure;

(B) rejection of source routed traffic;

(C) rejection of traffic with a spoofed source address (i.e. with a source address from a range which does not match the expected source address range allocated to the end point);

(D) protection of BT DNS and routing infrastructure from compromise, poisoning and denial of service attacks; and

(E) the level of filtering will be no less than that applied in respect of the Existing Services (in respect of IP), unless the Parties otherwise agree.

5. Security Incidents

5.1 Within 30 days of the Closing Date, BT shall prepare, implement and thereafter maintain:

(A) documented processes and procedures to ensure that all Security Incidents are detected and reported to Reuters; and

(B) an agreed “Security Incident Management Process and Response Procedure” which shall encompass the identification, classification and escalation of Security Incident reporting to Reuters and the response procedure of BT to any Security Incident.

* text has been redacted for confidentiality

Back to Contents

5.2 BT shall monitor for, and respond promptly to, Security Incidents. As soon as is reasonably practicable after a Security Incident (taking into account the severity of the Security Incident as identified in the Security Incident Management Process and Response Procedure), BT shall implement all fixes reasonably necessary to address and prevent a recurrence of the Security Incident. Where a change in or to a Service is required to address or prevent a recurrence of the Security Incident or where a fix will impact upon a Service or the way in which a Service is delivered, that shall be addressed through the Change Control Procedure in accordance with paragraphs 6.4 and 6.5.

6. Security Management

6.1 Reuters and BT shall each attend (either in person or by telephone) a security management meeting which shall take place for the period:

(A) from the date of this Agreement to the Security Go-Live Date, at least monthly;

(B) commencing on the Security Go-Live Date, at least quarterly,

(or otherwise as reasonably requested by the other Party) (the "**Security Meeting**").

6.2 The first members of the Security Meeting are set out in the following table. The Parties may change their representatives in the Security Meeting on reasonable notice to the other Party (provided that such person is of equivalent experience or position):

Reuters	BT
Ian Curry	Douglas Smith
Malcolm Kelly	Lloyd Hession

In addition, members shall bring to the Security Meeting such persons as might reasonably be thought to assist the discussions at that meeting (if applicable).

BT shall procure the attendance of relevant Radianz personnel as might be necessary to assist in matters within the remit of the Security Meeting. The Parties anticipate that such Radianz employees will attend the Security Meeting until, as a minimum, the Security Go-Live Date.

6.3 Any matter arising from this Part 1D of Schedule 2 or otherwise relating primarily to security shall be raised and discussed in good faith at the Security Meeting. Without limitation to the generality of the foregoing, the Parties shall discuss:

(A) security arrangements, processes and procedures relating to implementation of and migration to the New Services;

(B) necessary or desirable changes to security arrangements, processes and procedures relating to the Existing Services;

(C) Security Incidents;

(D) the contents of the Issues Register, with a view to resolving such matters.

6.4 Any change to the security arrangements, processes and procedures relating to the Services or otherwise shall be progressed through the Change Control Procedure following discussion in the Security Meeting.

6.5 Any disputes arising out of or in connection with this Part 1D of Schedule 2 or otherwise in connection with security arrangements, processes and procedures shall be dealt with in accordance with Clause 18 (*Dispute Resolution*).

Back to Contents

Schedule 2
Services Description

Part 1E
Disaster Recovery

1. Introduction and Definitions

1.1 This Schedule sets out the Parties' respective obligations with regard to the preparation of disaster recovery and business continuity plans in respect of the Relevant Services.

1.2 In this Schedule, the following terms shall have the following meanings:

"**DR Plan**" means a plan setting out the processes and procedures with respect to the continued provision of the Relevant Services in the event of a disaster or a business interruption affecting, or that is likely to affect, the Relevant Services;

"**DR Team**" means BT's contract disaster recovery team, which shall (if required by Reuters) include at least two Reuters Personnel, put in place to manage the invocation and implementation of the DR Plan;

"**Draft Plan**" has the meaning given to the term in paragraph 2.1; and

"**Relevant Services**" means:

(i) the Services which are within the scope of the DR Plan, being the New Services, the Nash Services, the Satellite Services and any other Service that the Parties (a) agree (pursuant to the Change Control Procedure) shall be included or (b) as otherwise provided in Clause 11.1.3;

(ii) maintenance of the integrity and availability of the Inventory (including by way of back-up or otherwise); and

(iii) maintenance of the resilience and operational capability of BT's network, systems and network operational centres (NOCs).

2. BT's Obligations

2.1 As soon as is reasonably practicable after the Closing Date, but in any event within two (2) months of the Closing Date, BT shall (at its own cost) prepare and deliver to Reuters a draft DR Plan (the "**Draft Plan**").

2.2 In producing the Draft Plan and the subsequent DR Plan, BT shall assess and take into account all operational and environmental risks that could apply to the Relevant

Services and outline the steps to prevent, reduce or otherwise mitigate such operational or environmental risks, in each case in accordance with Good Professional Practice.

2.3 Without limitation to the generality of paragraph 2.2, the Draft Plan and the subsequent DR Plan shall include (but shall not be limited to) provisions and arrangements relating to the following:

(A) disaster recovery and business continuity procedures and plans and contingency alternatives (including the priorities to be accorded and the resources to be allocated) designed to minimise the impact of an incident or disaster on the provision of the Relevant Services. Without limitation to the generality of the foregoing, BT shall consider issues that could materially affect any BT Premises or BT's ability to provide or procure the provision of the Relevant Services;

(B) arrangements to address any situation or circumstance resulting from material equipment or systems failure or the loss or destruction of data; and

(C) details of the processes and procedures (including roles and responsibilities) in respect of the Parties, any third parties and the DR Team.

2.4 Upon delivery of the Draft Plan by BT to Reuters:

(A) BT shall explain the feasibility of the Draft Plan (and hence the DR Plan); and

(B) the Parties shall within 60 days (or such other time period as the Parties, acting reasonably, may agree) agree the contents of the Draft Plan, whereupon the Draft Plan shall become the DR Plan.

2.5 BT shall:

(A) produce the Draft Plan and the DR Plan in written format and, in respect of the DR Plan, make it available to Reuters at all times;

(B) maintain a current list of contacts for the DR Team and make it available to Reuters at all times;

(C) review the DR Plan (i) following a material change to or re-location of any BT Premises, (ii) as part of the considerations of any relevant Change progressed through the Change Control Procedure, (iii) upon the termination of this Agreement (whether in whole or in part) and (iv) in any event at least annually, in each case with a view to ensuring the continued appropriateness and accuracy of the DR Plan;

(D) within 30 days of the adoption of the DR Plan, and at all times thereafter, ensure that all such measures and arrangements required to give effect to the DR Plan are in place;

(E) upon reasonable request by Reuters from time to time, demonstrate the continued feasibility of the DR Plan together with evidence that all necessary arrangements (with respect to alternative premises or otherwise) are in place; and

(F) procure that its material Subcontractors have in place at all times adequate and appropriate disaster recovery and business continuity plans.

2.6 At all times during the planning, implementation and provision of the Relevant Services, BT shall ensure that:

(A) there is no single physical point of failure in BT's MPLS core network and its supporting NOCs and systems, unless otherwise agreed by the Parties in writing. The Parties agree that;

i) the Core Network; and

ii) the Delivery and Enterprise Networks

each have single network routing domains. In each case the network design is such that a failure of a network element does not cause failure of other network elements, and thus the Service impact of a failure is limited to those Services which make use of failed element.

(B) it designs and implements the provision of the Relevant Services so as to avoid a concentration of BT Premises and BT Personnel in any given geographic region, with the effect that the same incident, disaster or business interruption should not impact upon the relevant back-up facilities, BT Personnel and Equipment and Communications Assets;

(C) disaster recovery/back-up facilities shall not rely on the use of BT Personnel engaged at the relevant BT Premises impacted by any incident, disaster or business interruption; and

(D) BT's network and systems must be able to accommodate regular maintenance of all critical utilities and facilities without impacting upon the provision and resilience of the Relevant Services to Reuters and Reuters' service delivery to its customers, unless as otherwise agreed by the Parties in writing.

3. Reuters' Obligations

Reuters shall:

3.1 provide to BT all information that is reasonably requested of it in respect of its own disaster recovery and business continuity plans to the extent that they are relevant to enable BT to prepare the Draft Plan and update the DR Plan in accordance with the provisions of this Schedule;

3.2 maintain a current list of Reuters Personnel to liaise with BT's DR Team and make it available to BT at all times; and

3.3 Reuters confirms that it shall work together with BT to effect the preparation and implementation of the DR Plan.

4. General

The Parties shall co-operate to identify any factor that affects, impacts or causes, or is reasonably likely to affect, impact or cause, the necessity for invoking the DR Plan. If any such factor is identified then the Parties shall agree any necessary changes to the DR Plan.

Back to Contents

Schedule 2
Services Description

Part 3A
Nash Services

For the purposes of this Schedule, the following capitalised terms shall have the corresponding meanings:

"**Nash Incident**" means an event which causes an interruption to or reduction in the quality or availability of the Nash Services below the Service Levels applicable to the Nash Services; and

"**WaveStream**" means a Dense Wavelength Division Multiplexing (DWDM) service, providing point-to-point connectivity.

1. Service Description

1.1 The Parties agree that the Nash Services are Additional Services for the purposes of this Agreement and are therefore Services under this Agreement.

1.2 The Parties further agree that the provisions of this Schedule 2 Part 3A shall specifically apply in respect of the Nash Services.

1.3 The Nash Services comprise a number of individual, dedicated, point to point WaveStream and LES services as set out in the diagram in paragraph 5 of this Schedule 2 Part 3A.

1.4 In providing the Nash Services, BT shall or shall procure the provision of connectivity between three core Sites and two remote Sites set out in this paragraph 1.5 using * services as detailed in the connectivity description and network topology in paragraphs 3 and 5 (respectively) of this Schedule 2 Part 3a.

Core Sites (for WaveStream connectivity):

- 30 South Colonnade, Canary Wharf, London E14 5EU (30SC)
- 1 Paul Julius Close, Blackwall Way, London E14 2EH (DTC)
- Level 3, 260 Goswell Road, London EC1V 7EB (UK2)

Remote Sites (for other connectivity):

- Kildare House, Dorset Rise, London EC4Y 8JL (KH)
- 36-43 Great Sutton Street, London EC1V 0AB (GSS)

1.5 The three core Sites will be linked *. Each Nash Service will run over * fibres in a live / failover configuration for fibre resilience. *

* text has been redacted for confidentiality

Back to Contents

1.6 A fourth * service will be provided between DTC and UK2 terminating on * at each end.

1.7 The * services provide point-to-point * connectivity between the three cores Sites and two remote Sites. Each service runs over a single fibre pair and is therefore not resilient.

2. Charges and Liability

2.1 The Service Charges in respect of the Nash Services are included in the charges for the Services set out in Schedule 6 (*Service Charges*).

2.2 The Parties agree that Clause 33.5 shall not apply in respect of the Nash Services. If a Party is in breach of any obligations under this Agreement in respect of the Nash Services or if any liability is arising in relation to the Nash Services, such Party's liability to the other Party shall be limited to * per annum.

3. Connectivity Description

A connectivity description of the Nash Services is set out in the table:

Service	A end	B end
*	DTC	UK2
*	DTC	UK2
*	30SC	UK2
*	30 SC	DTC
*	GSS	UK2
*	GSS	DTC
*	GSS	30SC
*	30 SC	KH

4. Demarcation

4.1 The service demarcation for the WaveStream Regional Service will be Reuters' interfaces on the Cisco DWDM chassis at either end of the links.

4.2 The service demarcation for the WaveStream Connect will be Reuters' interfaces on the ADVA DWDM chassis at either end of the links.

4.3 The service demarcation for the LES 100 services will be the RJ45 on the network termination equipment at either end of the links.

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5. Network Topology

*

6. Reactive Incident Management

6.1 The Parties agree that the provisions applicable to the New Services under Schedule 2 Part 1C (*Service Management*) shall apply to the Nash Services (as if references to "Incidents" and "New Services" were to "Nash Incidents" and "Nash Services"), except that paragraph 12 of Schedule 2 Part 1C (*Service Management*) shall not apply to the Nash Services and the provisions of paragraph 13 of that Schedule shall apply in respect of the Nash Services to the extent it is appropriate for them to do so.

6.2 The Reuters CRMC shall report Nash Incidents to the Service Desk in accordance with the same paragraph 7 of Schedule 2 Part 1C (*Service Management*). When reporting Nash Incidents, Reuters shall provide all affected circuit numbers, details of conditions experienced and Site access details, together with any other information reasonably requested by BT.

6.3 The Parties agree that paragraph 3.2 of Schedule 5 Part 2 *(Service Levels for the New Services)* shall apply in respect of the Nash Services and references to "New Services" in that paragraph shall be deemed to be references to the Nash Services. BT shall

* text has been redacted for confidentiality

Back to Contents

wherever possible remotely fix problems or dispatch engineers to relevant Sites with the relevant parts for replacement.

7. Service Monitoring

7.1 BT shall provide end to end monitoring of each Nash Service to include the fibre network and the optical terminating equipment at the Sites.

7.2 BT will monitor the Nash Services on a 24x7x365 basis, remotely from a Global Network Management Centre (GNMC) in the UK. Nash Incidents will be recorded and managed through to restoration.

8. Service Levels

8.1 The Service Levels for the Nash Services are set out in this paragraph 8. BT shall provide the Nash Services to the Service Levels set out in this Schedule.

8.2 BT shall achieve, in connection with the Nash Service:

i) * Availability for the Nash Service during each calendar month; and

ii) * repair (including workaround) and restoration of the relevant Nash Services within * of notification of the Nash Incident to the Service Desk.

Availability shall be measured by BT using the most up-to-date and appropriate technology.

8.3 In the event of failure by BT to achieve the Availability Service Level during a calendar month, the following Service Credits shall apply in respect of such failure:

Service Credits

For 1st failure to meet the Availability Service Level in a relevant calendar month	*
For 2nd failure to meet the Availability Service Level in a relevant calendar month	*
For 3rd failure to meet the Availability Service Level in a relevant calendar month	*

References in the table above to 1st , 2nd and 3rd failures to meet an Availability Service Level mean the first, second and third failures in any Contract Year.

9. Security

The Parties acknowledge and agree that BT shall make all reasonable endeavours to fulfil the provisions of Schedule 2 Part 1D (*Security Management*).

* text has been redacted for confidentiality

Back to Contents

Schedule 2
Services Description

Part 3B
Satellite Services

1 Introduction

1.1 The Parties agree that the Satellite Services are Additional Services for the purposes of this Agreement and are therefore Services under this Agreement. The “**Satellite Services**” are the services BT agrees to provide to the Reuters Group pursuant to this Schedule.

1.2 The Parties further agree that the provisions of this Schedule 2 Part 3B shall specifically apply in respect of the Satellite Services and notwithstanding Clause 3 of this Agreement, if there is any conflict, apparent conflict or ambiguity in or between this Schedule 2 Part 3B and the Agreement, the provisions of this Schedule shall prevail.

1.3 The Parties agree that the following provisions shall not apply in respect of the Satellite Services:

1.3.1 Clauses 3 (*Incorporation and Precedents*), 6 (*Migration*), 11 (*Disaster Recovery*),13 (*Contracts*), 28 (*Service Credits*), 29.3.1(b) and (c) (*Payment of Invoices*), 30.1 (*Currency of Invoices*), 33 (*Exclusions and Limitations of Liability*), 35 (*Grounds for Termination*), 36 (*Consequences of Termination)* and 37 (*Operation of Local Agreements*); and

1.3.2 Schedule 2 Part 1A (*Existing Service Description*), Schedule 2 Part 1B (*New Service Description*), Schedule 2 Part 2A (*Nash*), Schedule 4 (*Migration*), Schedule 5 Part 1 (*Existing Service Levels*), Schedule 5 Part 2 (*New Service Levels*), Schedule 9 (*Migration Dependencies*) and Schedule 15 (*Exit)*.

1.4 The Parties agree that Clause 17.4 (*Security Audit*), Schedule 2 Part 1C (*Service Management*), Schedule 2 Part 1D (*Security*), Schedule 2 Part 1E (*Disaster Recovery*) and Schedule 6 (*Charges*), shall apply in respect of the Satellite Services to the extent reasonably appropriate.

2 Satellite Contracts

2.1 The “**Satellite Contracts**” are contracts in respect of satellite services listed in the Appendix A to this Schedule (including any extension, renegotiation or other amendment during the term of this Agreement) which comprise contracts:

2.1.1 between Reuters (or another member of the Reuters Group) and BT (or another member of the BT Group) (“**BTBS Satellite Contracts**”); and

2.1.2 between Reuters (or another member of the Reuters Group) and a third party service provider (other than a member of the BT Group) (“**Third Party Satellite Contracts**”), and each Third Party Satellite Contract novated to BT pursuant to paragraph 4 of this Schedule shall be a "**Novated Satellite Contract**".

3 Satellite Services

3.1 With effect from the Closing Date:

3.1.1 BT shall provide the satellite services under the BTBS Satellite Contracts to the Reuters Group in each case in accordance with the terms of this Schedule and the terms of each BTBS Satellite Contract; and

3.1.2 BT shall provide or procure the provision of the satellite services under the Novated Satellite Contracts to the Reuters Group in each case in accordance with the terms of this Schedule and the terms of the applicable Novated Satellite Contract, with the effect that Reuters shall have the same rights from BT in respect of the receipt of services under such contracts as BT or other relevant member of the BT Group has from the relevant third party service provider.

3.2 On expiry of the relevant Third Party Satellite Contract in respect of the Globecast AtlanticBird 3 Satellite Service, BT shall provide and Reuters agrees to receive * on terms no less favourable to Reuters than the existing Third Party Satellite Contract provided in each case that the relevant migration is completed at BT's sole cost. BT will provide dual running capacity and re-pointing of the receiving stations as required to effect the migration with no loss of service, including (for the avoidance of doubt) provision of additional satellite dishes if required. Reuters will use reasonable endeavours to contact the customers to: (i) allow BT reasonable access on reasonable notice to the relevant premises to facilitate the re-pointing, and (ii) advise customers to carry out BT's reasonable instructions.

3.3 On expiry of the relevant Third Party Satellite Contract in respect of the Inmedia Intelsat 1002@359°E uplink Satellite Service, BT shall provide and Reuters agrees to receive *, on terms no less favourable to Reuters than the existing Third Party Satellite Contract provided in each case that the relevant migration is completed at BT's sole cost and Reuters will agree a two minute period at Reuters' sole discretion when the relevant migration can be completed. Reuters agrees to provide and install the hub equipment as is currently installed, and to the equivalent specification, at the * in consultation with BT.

3.4 BT shall, or procure that the relevant member of the BT Group shall, enforce its rights and undertake its obligations to the maximum extent it is able to do so under each Novated Satellite Contract to ensure that Reuters receives the full benefit of services under such agreements and that the standard and extent of the Satellite Services in respect of those agreements are no worse than as provided to the Reuters Group during the Standard Period.

3.5 Without prejudice to paragraph 3.1 of this Schedule, the Service Levels applicable to the Satellite Services shall be the service levels set out in the applicable Novated Satellite Contract or BTBS Satellite Contract (as applicable), which shall in any event be no worse

* text has been redacted for confidentiality

than the service levels to which such services were provided to the Reuters Group by the relevant service provider during the Standard Period.

3.6 BT shall pass through to Reuters the benefit of any service credits to which BT is entitled under the Novated Satellite Contracts.

4 Novation of Third Party Satellite Contracts

4.1 The Parties shall (working together and in good faith) use all reasonable endeavours to enter into (and to procure that all relevant third parties enter into) a novation agreement (substantially in the form set out at Schedule 14 *(Form of Novation Agreement*)) in respect of each of the Third Party Satellite Contracts with the intent that a member of the BT Group shall perform the Third Party Satellite Contract and be bound by it as if that member of the BT Group were a party to that contract in lieu of Reuters, as soon as reasonably practicable and in any event prior to the Closing Date, such that BT shall become a party to each such contract in place of the relevant member of the Reuters Group. The Parties shall execute all such documents and provide all such other reasonable assistance to the other as is reasonably required to complete the novation of the Third Party Satellite Contracts.

4.2 Where any consent or agreement of any third party is required for the novation of any Third Party Satellite Contract to BT, the Parties shall use their respective reasonable endeavours to obtain the consent or agreement of such third party to procure the novation of such contract.

4.3 If, despite the Parties carrying out their obligations under paragraphs 4.1 and 4.2, the relevant third party does not consent to the transfer of the Third Party Satellite Contract or otherwise does not enter into the applicable novation agreement prior to the Closing Date, the Parties agree that such services provided under that Third Party Satellite Contract shall not fall within the scope of Satellite Services under this Agreement.

5 Renegotiation of Terms

5.1 The Parties agree that BT shall, subject to Reuters’ prior written consent (not to be unreasonably withheld or delayed), be entitled to renegotiate the terms of a Novated Satellite Contract with the relevant service provider provided that the extent of the services and the service levels offered under any such amended agreement shall be no less or worse than those offered under the contract prior to such renegotiation.

5.2 BT shall, at Reuters’ request, provide to Reuters details of proposed amendments to the relevant Novated Satellite Contract, provided that it shall not be obliged to disclose details of any amendments into pricing provisions, and BT shall provide to Reuters copies of any agreed amendments (save in respect of amendments into pricing provisions).

6 Reuters’ Obligations

6.1 Reuters’ agrees that any obligations under a Novated Satellite Contract that it had to the relevant third party service provider prior to the novation of that contract shall, to the extent appropriate with regard to its receipt and use of Satellite Services under this Agreement, be borne by Reuters to BT, save in respect of its obligations to pay charges under any such Satellite Contract (such obligations on Reuters to BT being set out in paragraph 8).

6.2 For the avoidance of doubt and without limitation to paragraph 6.1:

6.2.1 to the extent that BT makes a payment to a third party provider under an indemnity under a Novated Satellite Contract, then Reuters shall pay to BT an amount equal to such payment, to the extent that Reuters would have been required to pay out under that indemnity had the contract not been novated; and

6.2.2 to the extent that BT is contractually required to take any steps under a Novated Satellite Contract in order for Reuters to receive or use satellite services under that contract, Reuters shall (on prior written notice from BT of the same) take such steps to the extent that it would have been required to do so under that contract had the contract not been novated.

7 Conduct

7.1 This Clause applies in the event of a claim against a member of the BT Group by any satellite provider under a Novated Satellite Contract to the extent such claim results from acts or omissions of Reuters which, were Reuters still a party to the relevant Novated Satellite Contract, Reuters would be in breach of that Novated Satellite Contract. In such circumstances, on prior written notice by BT, Reuters shall indemnify BT and any other member of the BT Group against all Losses they incur in connection with such claim provided that BT and the other members of the BT Group:

7.1.1 notify Reuters in writing of such claim and any related proceedings as soon as reasonably practicable after first becoming aware of the same;

7.1.2 make no admission relating to the claim or proceedings;

7.1.3 allow Reuters to conduct all related negotiations and proceedings;

7.1.4 give Reuters all reasonable assistance (at Reuters' request and cost); and

7.1.5 subject to the foregoing, act to mitigate any such Losses.

7.2 BT shall provide copies of any notices received in respect of Novated Satellite Contracts promptly on receipt of the same and Reuters shall have a right to be represented in any discussions with such third party satellite provider.

8 Charges

8.1 The Parties agree that the charges payable by Reuters to BT in respect of the Satellite Services under this Agreement shall be the annual charges set out against each such Service in the Appendix A to this Schedule (or such other amount as the Parties agree (acting reasonably and in good faith) is the actual amount of the charges under the underlying Satellite Contract), * which shall apply in each case for the Initial Term and in respect of any extension of that term under paragraph 10.2 of this Schedule.

* text has been redacted for confidentiality

8.2 BT shall pay to Reuters an amount equal to * of the charges set out against each Third Party Satellite Contract that is not a Novated Satellite Contract (i.e. the Globecast contract) unless and until expiry of that contract in accordance with its terms.

8.3 The Parties agree that any charge levied by a service provider in respect of the novation of the applicable Third Party Satellite Contract under this Schedule shall be borne by BT.

9 Adds Moves and Changes

9.1 Either Party may at any time during the term of this Agreement request a Change in respect of the Satellite Services. Any requested Change will only be made and implemented in accordance with the Change Control Procedure.

9.2 Reuters shall, acting in good faith, provide BT with the opportunity to tender for any future Satellite Services required by Reuters as part of the tendering process for the supply of those services. In the event that BT's response to the tender is equal to or better than the best tender received for those services from a third party (in each case in respect of price and service quality), then (subject to the Parties agreeing, acting reasonably and in good faith, the other terms for the provision and receipt of those services) Reuters shall procure those services from BT at the price and service quality set out in BT's tender. For the avoidance of doubt, nothing in this paragraph 9.2 shall oblige Reuters to procure satellite services from BT in the event it decides at any stage of the tender process, at its absolute discretion, that it no longer requires such services.

9.3 Without prejudice to the other terms of this Schedule, the Parties shall provide each other with such reasonable assistance as may be required in order to migrate Satellite Services under this Agreement and in order to minimise disruption to Reuters' customers as a consequence of any such transfer.

9.4 Without prejudice to paragraphs 3.2 and 3.3, the Parties agree that BT shall bear all costs (including, for the avoidance of doubt, costs associated with dual-illumination and re- pointing) associated with any transfer of Satellite Services under this Schedule or as agreed between the Parties through the Change Control Procedure.

10 Duration

10.1 Initial Term

The Parties agree that the duration of the Satellite Services shall vary according to the term of the underlying Satellite Contract. The end date for the term of each underlying Satellite Contract is referred to in the attached Appendix A as the "End Date". Reuters has agreed to continue to procure Satellite Services from BT under certain of those Satellite Contracts for a further five (5) years from the end of the term of the relevant underlying Satellite Contract as indicated in the attached Appendix A in the column headed "Further five (5) Years". The "Initial Term" of each Satellite Service shall expire on the later of (i) the end of the term of the underlying Satellite Contract, and (ii) the end of any pre-agreed extension period.

* text has been redacted for confidentiality

Back to Contents

10.2 BT Exclusive Rights for Extensions after Initial Term

Reuters shall notify BT not less than six (6) months before the end of the Initial Term for a Satellite Service whether Reuters wishes to extend the provision of such (or substantially similar) Satellite Services beyond the Initial Term for a minimum period of five (5) years (unless otherwise agreed). If Reuters wishes to have such an extension of Satellite Services, it will procure such Services from BT and BT shall provide them, on terms no less favourable to Reuters than the terms it was obliged to provide them on for the Initial Term. Notwithstanding its requirement to give BT at least six (6) months' prior notice of such proposed extension, Reuters agrees that it shall use its reasonable endeavours to provide such notice as soon as reasonably practicable.

10.3 Obligation to Supply During the Term

Unless terminated earlier in accordance with the provisions of this Agreement, BT shall provide or procure the provision of the corresponding Satellite Services until expiry of the relevant Initial Term for each Satellite Service and thereafter any further extension pursuant to paragraph 10.2 unless the relevant satellite capacity is no longer available at that location.

10.4 Either Party shall be entitled to terminate a Satellite Service that is provided to BT under a Novated Satellite Contract on terms equivalent to the terms of such contract, such that:

10.4.1 to the extent a third party is entitled to terminate a Novated Satellite Contract, BT shall have the same right in respect of the applicable Satellite Service under this Agreement; and

10.4.2 to the extent it would have been entitled to terminate the applicable Novated Satellite Contract prior to its novation, Reuters shall have a right to cancel a Satellite Service under this Agreement (and shall give BT such additional reasonable notice of its decision to terminate to enable BT to terminate the contract on its terms), subject always to payment by Reuters of any amounts by way of early termination charges payable by BT which would have been payable by Reuters had it remained as a party under that Novated Satellite Contract.

11 Consequences of Expiry or Termination of this Agreement

11.1 The Parties agree that on expiry or termination of this Agreement or (if earlier) of the underlying Satellite Contract in respect of a Satellite Service, each Party shall provide to the other such reasonable exit assistance as may be required (including access to premises and Personnel of the other Party) for the purposes of effecting an orderly and efficient handover of the relevant Satellite Services.

11.2 Without prejudice to the other provisions of this Agreement, the following further provisions shall apply, on expiry or termination of this Agreement:

11.2.1 at Reuters' written request to BT, the Parties shall (working together and in good faith) use all reasonable endeavours to enter into (and to procure that all relevant third parties enter into) a novation agreement in respect of subsisting Novated Satellite Contracts as soon as is reasonably practicable, such that a member of the Reuters Group shall

Back to Contents

become a party to each such contract in place of the relevant member of the BT Group. The Parties shall execute all such documents and provide all such other reasonable assistance to the other as is reasonably required to complete the novation of the Third Party Satellite Contracts; and

11.2.2 BT shall or shall procure the continued provision of the Satellite Services under the subsisting BTBS Satellite Contracts for the remaining term of such contracts.

12 International Occasional Use

12.1 The International Occasional Use Services shall be ordered by Reuters on an "as required" basis through BT's normal booking procedures.

12.2 The Service Charges for the International Occasional Use Services shall, with effect from the Closing Date, be based on the ratecard set out in Appendix B. That ratecard shall be reviewed by BT with effect from each anniversary of the Closing Date. BT will use all reasonable endeavours to provide any such revised ratecard to Reuters not later than one month before the relevant anniversary of the Closing Date.

12.3 From the Closing Date until the date of termination of this Agreement, BT shall apply a * to all Service Charges for International Occasional Use Services so that the Service Charges in the then current ratecard are reduced by * during that period.

* text has been redacted for confidentiality

Back to Contents

Appendix A

Satellite Leases v0.2a

Broadcast Data	Satellite Capacity	Satellite	Contracted via	Start Date	End Date	Existing Term	Further five (5) yrs	Annual Charge	Payment Terms	Notes
Europe - Middle East										
SDS4(i),SDS4(p), MDN, IDN	*	Eutelsat W3A at 7E	BTBS	1-Jan-03	*	*	yes	*	Payable quarterly in arrear	Restorable facility charge is * and this is payable if the facility is invoked and replaces the annual charge of *
DVB BON	*	Eutelsat W3A at 7E	Eutelsat	1-Jan-05	*	*	no	*	Payable monthly in advance	
Africa										
SDS4(m),MDN, IDN	*	Intelsat 10-02 at 359E	BTBS	20-Aug- 02	*	*	yes	*	Payable quarterly in advance	
Uplink			Inmedia	1-Jan-03	*	*	yes	*	Payable quarterly in advance	

* text has been redacted for confidentiality

Back to Contents

Satellite Leases v0.2a

Broadcast Data	Satellite Capacity	Satellite	Contracted via	Start Date	End Date	Existing Term	Further five (5) yrs	Annual Charge	Payment Terms	Notes
Americas (Latam)										
SDS4, MDN, IDN	*	Intelsat 805 at 304.5E	Intelsat	23-Jul-04	*	*	no	*	Payable monthly in advance	
Asia										
SDS4, MDN, DVB BON	*	AsiaSat4 at 122E	AsiaSat	1-Jan-04	*	*	no	*	Payable quarterly in advance	
AsiaSat 4 backup	*	AsiaSat2 at 100.5	AsiaSat	1-Jan-04	*	*	no	*	Payable quarterly in advance	Charge is * if utilised
HK BC Uplink			Reach	1-Mar-04	*	*	no	*		
Editorial										
RVN Europe Uplink& space	*	NSS-7 at 338E	BTBS	23-Aug-02	*	*	yes	*	Payable monthly in advance	

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Back to Contents

Satellite Leases v0.2a

Broadcast Data	Satellite Capacity	Satellite	Contracted via	Start Date	End Date	Existing Term	Further five (5) yrs	Annual Charge	Payment Terms	Notes
RVN MEA backhaul, uplink & space	*	AB3 at 355E	Globecast	16-Sep-02	*	*	yes	*	Payable monthly in advance	
London - Washington fibre	*		BTBS	23-Aug-02	*	*	yes	*	Payable monthly in advance	
Washington - London fibre	*		BTBS	23-Aug-02	*	*	yes	*	Payable monthly in advance	
RVN Central America space	*	NSS-7 at 338E	BTBS	23-Aug-02	*	*	yes	*	Payable monthly in advance	
RVN S America space	*	NSS-7 at 338E	BTBS	23-Aug-02	*	*	yes	*	Payable monthly in advance	
RVN WNS RAM	*	Intelsat Americas 6	BTBS	27-Aug-02	*	*	yes	*	Payable monthly in advance	
RVN Uplinks Washington			BTBS	1-Jan-04	*	*	yes	*	Payable monthly in advance	

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Back to Contents

Satellite Leases v0.2a

Broadcast Data	Satellite Capacity	Satellite	Contracted via	Start Date	End Date	Existing Term	Further five (5) yrs	Annual Charge	Payment Terms	Notes
RVN Asia space	*	AsiaSat 2 at 100.5	AsiaSat	23-Sep-02	*	*	yes	*	quarterly in advance	
RVN turnround to Asia			Satlink	16-Oct-02	*	*	yes	*	Payable monthly in advance	

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Back to Contents

Appendix B

Rate Card – Occasional Use Services

Broadcast Services

European / Middle East Services

UK Ground Segment

	Uplink Only		Downlink Only	
Type/band	**Per 10 mins**	**Add. mins**	**Per 10 mins**	**Add. mins**
Ku-band	*	*	*	*
C-band	*	*	*	*

Satellite Services

Space Capacity - Ku Band	**Digital 8Mbits**	
W1 - W2 - NSS-7	**Per 10 mins**	**Add. mins**
Space Only	*	*
Uplink and Space	*	*
Downlink and Space	*	
801	*	*
Space Only	*	*
Uplink and Space	*	*
Downlink and Space	*	*

End-to-End Teleport Services	**Digital 8Mbits**	
	Per 10 mins	**Add. mins**
End-to-End on BT's Teleport Network	*	*

End to End service includes uplink, NSS-7 space and downlink between any two of the following teleports.

London, Paris, Berlin, Bonn/Cologne (Rx only), Brussels, Moscow, Washington (Tx only) and New York (Tx only).

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Back to Contents

Moscow to London

Space Capacity - Ku	**Digital 8Mbits**	
	Per 10 mins	**Add. mins**
Uplink Only (to NSS-7)	*	*
NSS-7 BT lease - Uplink and Space	*	*
End-to-End (see above)	*	*

Africa to UK/Europe

Space Capacity - Ku or C Band	**Digital 8Mbits**	
PAS 10	**Per 10 mins**	**Add. mins**
Space Only	*	*
Space and Ku Band Downlink	*	*
Space and C Band Downlink	*	*

Asia to UK/Europe

Space Capacity - Ku or C Band	**Digital 8Mbits**	
PAS 10	**Per 10 mins**	**Add. mins**
Space Only	*	*
Space and Ku Band Downlink	*	*
Space and C Band Downlink	*	*

N. America to S. America

Space Capacity - Ku	**Digital 8Mbits**	
	Per 15 mins	**Add. mins**
Space Only	*	*
PAS1R Uplink and Space	*	*
NSS-7 Bought in Space Only*	*	*

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Back to Contents

*Utilising Reuters' own Washington uplink

S. America to N. America

Space Capacity - Ku or C Band	Digital 8Mbits	
PAS 9 / 3 or 1R	**Per 15 mins**	**Add. mins**
Space Only	*	*
Space and Ku Band Downlink	*	*
Space and LA C-Band Downlink + Fibre to NY	*	*
Space and 3rd Party C-Band Downlink	*	*
NSS-7 Bought in Space Only*	*	*
*Utilising Reuters' own Washington uplink	*	*

S. America to UK/Europe

Space Capacity - Ku or C Band	Digital 8Mbits	
PAS 9 / 3 or 1R	**Per 15 mins**	**Add. mins**
Space Only	*	*
Space and Ku Downlink	*	*
Space and C-Band Downlink	*	*
NSS-7 Bought in Space Only*	*	*

*Utilising Reuters' own Washington uplink

US Domestic

Space Capacity - Ku or C Band	Digital 8Mbits	
Domsat	**Per 15 mins**	**Add. mins**
Space Only	*	*
Space and Ku Up/Downlink		

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Back to Contents

Space and LA C-Band UP/Downlink + Fibre to NY		
Space and 3rd Party C-Band Up/Downlink		

Space Capacity - Analogue	**Analogue**	
Domsat	**Per 15 mins**	**Add. mins**
Space Only	*	*
Space and Ku Up/Downlink	*	*
Space and LA Up/Downlink + Fibre to NY	*	*
Space and 3rd Party C-Band Up/Downlink	*	*

Additional Services

Intelsat Main Mission

Space Capacity - C Band	**Digital 9MHz**	
	Per 10 mins	**Add. mins**
Uplink/Downlink and 50% space	*	*

BT Fibre Services

Route	**Digital 8Mbits**		**Digital 15Mbits**	
Using BT's network ONLY	**Per 10 mins**	**Add. mins**	**Per 10 mins**	**Add. Mins**
X Channel (Paris/Berlin-London)	*	*	*	*
US Domestic Fibre (Wash DC-NY-LA)	*	*	*	*
Transatlantic - London-NY/Wash DC	*	*	*	*
London-LA	*	*	*	*
Berlin/Paris-NY/Wash DC	*	*	*	*
Paris/Berlin-LA	*	*	*	*

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Back to Contents

Vyvx Fibre - 45Mbits (15 min incremental)	**15 mins**	**30 mins**	**45 mins**	**60 mins**
One way	*	*	*	*

Switching cost @ Los Angeles PacBell	One off per txm

TES Services

European

	Per Day
Midweek (Mon-Fri)	*
Weekend	*
Travel/Non Txm Day	*

Flyaway - POA

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[Back to Contents](#)

UPLINK

	Reuters End-to-End Digital Occasional Use Network																							*D/L*
	DOWNLINK																							**Only**
	Bangkok	**Beijing**	**Berlin**	**Brussels**	**Buenos Aires**	**Delhi**	**Hong Kong**	**Jerusalem**	**J'burg**	**Kuala Lumpur**	**London**	**Los Angeles**	**Madrid**	**Moscow**	**New York**	**Paris**	**Seoul**	**Shanghai**	**Singapore**	**Sydney**	**Taipei**	**Tokyo**	**Wash D.C.**	**Cologne**
Bangkok																								
Beijing																								
Berlin																								
Brussels																								
Buenos Aires																								
Delhi																								
Hong Kong																								
Jerusalem																								
J'burg																								
Kuala Lumpur											*													
London																								
Los Angeles																								
Madrid																								
Moscow																								
New York																								
Paris																								
Seoul																								
Shanghai																								
Singapore																								
Sydney																								
Taipei																								
Tokyo																								
Wash D.C.																								

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Back to Contents

Schedule 3
Reuters Services

1. **Service Description**

1.1 The Reuters Services are:

1.1.1 subject to paragraph 1.1.2, the services which were provided by or on behalf of members of the Reuters Group to members of the Radianz Group in the period from the beginning of the Standard Period until the Closing Date whether pursuant to the Previous RSA or otherwise including without limitation those identified in this Schedule; and

1.1.2 certain services as set out below in paragraphs 1.5 – 1.10 in each case to the extent identified in those paragraphs.

1.2 Subject to Clause 8.1, Reuters shall make available to the BT Group (including the Radianz Group) the Reuters Services as required to enable the BT Group (including the Radianz Group) to meet its obligations to:

1.2.1 Reuters to provide the Existing Services under this Agreement; and

1.2.2 third parties to provide services equivalent to the Existing Services under other agreements, including without limitation the provision of services to Westcom pursuant to a Transitional Services Agreement between Radianz and Westcom Dedicated Private Lines Inc. dated 30 June 2004,

in each case to the level and scope specified in Section 2 (*Quality and Scope of Reuters Services*) and for the period specified in Section 3 (*Duration*).

1.3 **Local Services**

Without limitation to the generality of paragraph 1.1.1, the following local services shall constitute (where appropriate) Reuters Services for the purposes of this Agreement:

a. communication systems installation in Sites;

b. procuring tail circuits;

c. PTO liaison on communications faults;

d. communications and communications systems diagnostics;

e. fault finding;

f. communications systems upgrades;

g. line reconfiguration and testing;

h. HPM / session server administration;

i. support and administration functions in respect of the above;

j. VSAT trunks; and

k. field engineering with respect to satellite.

1.4 Field Engineering Services

Without limitation to the generality of paragraph 1.1.1, the following field engineering services relating to the provision of communications facilities for the implementation of a Reuters or Radianz customer order shall constitute Reuters Services for the purposes of this Agreement, including:

a. Interpretation of Reuters or Radianz customer requirements for service provision and planning technical installation.

b. Liaison with the relevant BT and Radianz communications personnel for allocation of communications capacity and address or (as appropriate) ordering of any new/changed last mile communications.

c. Liaison with Reuters or Radianz customer for site surveys and physical installation planning of the communications facility.

d. Liaison with local telecomm engineers or providers of physical communications capacity into the subscriber premises.

e. Liaison with the relevant group for the purpose of commissioning the communications facility installed on the Reuters or Radianz customer site and overall provisioning/completion of the Reuters or Radianz customer order.

f. Continuing to support field service maintenance to the extent provided during the Standard Period.

1.5 IT Systems and related services

The provision of the following IT systems and related services shall constitute Reuters Services for the purposes of this Agreement:

1.5.1 Third party software applications

(A) Reuters shall make available to BT Personnel rights to use third party software applications under the licences referred to in the following table, subject to BT Personnel using that software in the same manner as used by members of the Radianz Group in the Standard Period. Where the relevant licensor considers that BT Personnel’s use of that software is in breach of the relevant licence (as notified to either BT Personnel or Reuters in writing) (excluding to the extent the claimed breach is the use by BT Personnel rather than use by a member of the Reuters Group) then BT shall procure that such breach is remedied within a reasonable period.

Back to Contents

Name of provider	Agreement under which licence to use is granted to Reuters	Application Name
Oracle Corporation (UK) Limited	Oracle Licence Terms Reference No. 43046A dated 30 November 2001	Financials – Application User
		Financials – Applications Read Only
		Oracle Human Resources
		Oracle Database Enterprise Edition – Processor Licence
		Oracle Database Enterprise Edition – User Licence
IBM	Various agreements currently in place between Reuters and IBM	Lotus Notes Client
		Lotus Notes Administrator client
		Lotus Notes Designer – client
		Lotus Domino Enterprise Server
Business Objects	Software Licence and Related Services Agreement (M/RC 2061) dated 11th December 2001	Full client
		Web Intelligence
Microsoft Ireland Operations Ltd	Enterprise Enrolment Agreement No. 7142471 dated 24 May 2004	Various
Siebel Systems Ireland Ltd	Software Licence and Services Agreement dated March 2000	Resolver Profile

(B) Reuters shall use all reasonable endeavours to procure for BT Personnel the right to use all other third party software as was (i) used by the Radianz Group during the Standard Period, and (ii) licensed to the Reuters Group as at 22 February 2005, in each case to the same extent and in the same manner as was used by the Radianz Group during the Standard Period.

1.5.2 IT systems

Access to and use of the Reuters Systems (as such term is defined in Schedule 2, Part 1 D (*Security Management*) (and, to the extent received by the Radianz Group during the Standard Period, all associated benefits of support and maintenance relating to the Reuters Systems) in accordance with Schedule 2, Part 1 D (*Security Management*) for authorised Personnel of BT, the BT Group (including Radianz) and/or the Subcontractors.

Back to Contents

Where BT, the BT Group (including Radianz) and/or the Subcontractors use Reuters Services in respect of use of third party software applications or IT systems under this paragraph 1.5, BT shall, and shall procure that each BT Personnel shall, comply with the provisions of Schedule 2, Part 1D *(Security Management).*

Reuters shall also provide such reasonable assistance that BT may reasonably request to migrate such capabilities to its own systems.

1.6 Property Services

1.6.1 Subject to paragraph 1.6.3, the provision of access to and use of Sites and associated facilities shall constitute Reuters Services for the purposes of this Agreement.

1.6.2 Reuters grants BT Group a non-exclusive licence to occupy Sites which Radianz and members of the Radianz Group occupied on an informal basis (i.e. not under the terms of a formal lease or sub-lease) immediately prior to the Signing Date, upon equivalent terms. For the avoidance of doubt, the property services provided for in this paragraph 1.6 exclude all formal lease and sub-lease arrangements under which Radianz enjoyed property rights in Reuters owned or leased Sites as at the Signing Date. The Parties agree that this paragraph does not grant the BT Group exclusive possession of the Sites (or any part thereof) or create a tenancy.

1.6.3 Reuters may provide accommodation to Reuters Services under this paragraph 1.6 at a Site other than the Site Radianz or a member of the Radianz Group occupied immediately prior to the Effective Date, and subject to paragraphs 1.6.4, 1.6.5 and 1.6.6, Reuters shall reimburse BT for its direct and reasonable costs of relocation (including, without limitation, in respect of movement and re-installation of equipment, access lines, IT systems, including in each case any reasonable related design and project management work) incurred as a consequence thereof.

1.6.4 Reuters shall have no obligation under paragraph 1.6.3 to reimburse any costs of relocation of any member of the Radianz Group from any of the following premises, save as has been agreed prior to 22 February 2005 between any member of the Reuters Group and any member of the Radianz Group.

Location

*

* The Parties acknowledge that these are Non-Core Territories, and therefore there will be no costs of relocating the Radianz Group.

* text has been redacted for confidentiality

Back to Contents

1.6.5 For the avoidance of doubt, Reuters shall have no obligation under paragraph 1.6.3 to reimburse any costs of relocation of any member of the Radianz Group from any premises from which relocation had been achieved prior to 22 February 2005.

1.6.6 Reuters shall have no obligation under paragraph 1.6.3 to reimburse any costs of relocation of any member of the Radianz Group from any premises to the extent such relocation is necessary as a result of a failure by BT to achieve a Migration Milestone (subject always to the operation of Clause 6).

1.6.7 Reuters shall give to BT such notice of a planned relocation of an MTC as it is reasonably able to give, but in any event no less than 6 months' prior written notice.

1.6.8 The parties acknowledge that Reuters is planning to relocate the premises in the following table by the relevant date referred to in that table. Each party will take such steps as are reasonably necessary in accordance with its obligations under Clause 6 and Schedules 4 and 9 to achieve Migration of Services relevant to such premises by the relevant date, including giving such premises appropriate priority within the Migration Plan.

Location	Address	Date
*	*	*

1.7 Full-time Equivalents

The making available to BT, the BT Group and/or the Subcontractors of Reuters Personnel equating to 144 persons in Full-time Equivalent Employment shall constitute Reuters Services for the purposes of this Agreement.

1.8 Non Operational Services

1.8.1 Subject to paragraph 1.8.2, Reuters shall continue to provide to BT and the BT Group (including the Radianz Group) such non-operational services as provided by the Reuters Group to the Radianz Group during the Standard Period on the same terms (including payment) as applied during the Standard Period.

1.8.2 Reuters' obligation to provide finance (e.g. tax, treasury, etc.) services shall expire 6 months after the Closing Date (or such longer period as may be agreed between the parties acting reasonably). All other non-operational services shall be provided by Reuters up to the Migration Date (as required by paragraph 3).

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Back to Contents

1.8.3 For the avoidance of doubt, nothing in this agreement shall require the Reuters Group to provide services in respect of pensions to any employees of the BT Group, save as pursuant to paragraph 1.10.4.

1.9 HR Services

1.9.1 The following definitions apply for the purposes of this paragraph 1.9:

"**HR Services**" means payroll administration services and employee recruitment and termination services;

"**HR Services Transfer Date**" means the (i) date nine months after Closing or (ii) such earlier date nominated by the BT Group; and

"**HR Services Transitional Period**" means the period between the Closing Date and the HR Services Transfer Date.

1.9.2 Provision of HR Services

(i) The BT Group must use its reasonable endeavours to procure that the Radianz Group provides the HR Services to employees of the Radianz Group as soon as reasonably practicable after the Closing Date.

(ii) Subject to paragraph 1.9.2(iii) and to Applicable Legislation in each relevant jurisdiction, during the HR Services Transitional Period the Reuters Group will continue to provide the HR Services that were provided during the Standard Period to employees of the Radianz Group.

(iii) If during the HR Services Transitional Period there are any costs or liabilities associated with providing additional HR Services above the level of HR Services provided during the Standard Period, the BT Group will pay to the Reuters Group, or as it may direct, an amount which indemnifies the Reuters Group (or would, if paid to any subsidiary, associate or affiliate of the Reuters Group), indemnify them (on an after- tax basis) against all liabilities, costs, claims, demands and expenses (including legal fees) arising out of or in connection with the provision of those HR Services.

1.10 Benefits

1.10.1 The following definitions apply for the purposes of this paragraph 1.10:

"**Benefits Transfer Date**" means the (i) date six months after Closing or (ii) such earlier date nominated by the BT Group.

"**Benefits Transitional Period**" means the period between the Closing Date and the Benefits Transfer Date.

"**Non-risk Based Benefits**" means company cars, gym membership, luncheon vouchers and administration of these benefits.

"**Risk Based Benefits**" means health insurance, death in service benefit, disability benefits and administration of these benefits.

“**UK Employee**” means an employee of the Radianz Group who immediately before Closing is located in the United Kingdom.

“**US Employee**” means an employee of the Radianz Group who immediately before Closing is located in the United States.

1.10.2 Risk Based Benefits

(i) The BT Group must use its reasonable endeavours to procure that the Radianz Group provides the Risk Based Benefits to employees of the Radianz Group (other than the US Employees for whom, for the avoidance of doubt, the Radianz Group must provide Risk Based Benefits from Closing) as soon as reasonably practicable after the Closing Date.

(ii) Subject to paragraph 1.10.2(iii) and to Applicable Legislation in each relevant jurisdiction, during the Benefits Transitional Period the Reuters Group will continue to provide the Risk Based Benefits that were provided during the Standard Period to employees of the Radianz Group other than the US Employees.

(iii) If there are any costs or liabilities associated with providing the Risk Based Benefits during the Benefits Transitional Period (other than the cost of administering the Risk Based Benefits as referred to in paragraph 4), the BT Group will pay to the Reuters Group, or as it may direct, an amount which indemnifies the Reuters Group (or would, if paid to any subsidiary, associate or affiliate of the Reuters Group indemnify them) (on an after-tax basis) against all liabilities, costs, claims, demands and expenses (including legal fees) arising out of or in connection with the provision of those Risk Based Benefits.

1.10.3 Non-risk Based Benefits

(i) The BT Group must use its reasonable endeavours to procure that the Radianz Group provides the Non-risk Based Benefits to employees of the Radianz Group (other than the US Employees and the UK Employees for whom, for the avoidance of doubt, the Radianz Group must provide Non-risk Based Benefits from Closing) as soon as reasonably practicable after the Closing Date.

(ii) Subject to paragraph 1.10.3(iii) and to Applicable Legislation in each relevant jurisdiction, during the Benefits Transitional Period the Reuters Group will continue to provide the Non-risk Based Benefits that were provided during the Standard Period to employees of the Radianz Group other than the US Employees and the UK Employees.

(iii) If there are any costs or liabilities associated with providing the Non-risk Based Benefits during the Benefits Transitional Period (other than the cost of administering the Non-risk Based Benefits as referred to in paragraph 4), the BT Group will pay to the Reuters Group, or as it may direct, an amount which indemnifies the Reuters Group (or would, if paid to any subsidiary, associate or affiliate of the Reuters Group indemnify

[Back to Contents](#)

them) (on an after-tax basis) against all liabilities, costs, claims, demands and expenses (including legal fees) arising out of or in connection with the provision of those Non-risk Based Benefits.

1.10.4 Pensions Services

Reuters shall provide the Pensions services referred to and in accordance with Schedule 7 (*Pensions*) to the Share Purchase Agreement.

2. Quality and Scope of Reuters Services

Each of the Reuters Services shall be provided to at least the same level of service and to (but no more than) the same extent (including, without limitation, geographical extent) as such Reuters Service was provided by the Reuters Group to the Radianz Group during the Standard Period.

3. Duration

3.1 Except as provided in paragraph 3.2 and paragraphs 1.8.2, 1.9 and 1.10, the Reuters Group shall make available the Reuters Services to the BT Group until the Migration Date.

3.2 From six (6) months following the Closing Date, BT shall use all reasonable endeavours to decrease its usage of the Reuters Services (including, for the avoidance of doubt, the number of persons in Full-time Equivalent Employment made available to the BT Group) on a gradual basis as Existing Services are migrated to the New Services. The Parties shall discuss and review the anticipated and actual decrease in usage by BT of the Reuters Services in each Joint Executive Committee meeting.

4. Service Charges

4.1 Reuters shall charge BT for the provision of the Reuters Services on the same basis as it charged the Radianz Group for such services provided by the Reuters Group during the Standard Period (including, without limitation, pass-through of third party charges in respect of tail circuits procured as part of the Reuters Services.

4.2 Throughout the period of the provision of the Reuters Services, the Parties shall discuss and review the anticipated reductions in the charges for the Reuters Services (in light of a decrease or anticipated decrease in usage of the Reuters Services) at Joint Executive Committee meetings. The Parties shall, acting reasonably and in good faith, agree (at such Joint Executive Committee meetings) the exact level of reductions in the charges under paragraph 4.1 for the Reuters Services as the usage of the Reuters Services by the BT Group decreases, such reduction in charges to be broadly in proportion to the reduction in the usage of the Reuters Services by BT. For example, if approximately 10% of the Reuters Services are no longer provided, then the charges shall correspondingly be reduced by 10%, regardless of the type of Reuters Service concerned or the territory in which it was provided.

4.3 Reuters shall reduce the charges referred to in paragraph 4.1 to the extent agreed by the Joint Executive Committee in accordance with paragraph 4.2.

Back to Contents

5. Invoicing and Payment

5.1 As soon as reasonably practicable following the Closing Date, Reuters shall procure that all invoices for charges in respect of any Reuters Services shall be issued in the currency of the country in which those Reuters Services were provided.

5.2 The Parties acknowledge and agree that the requirements of paragraph 5.1 represent a change to existing practices and that, accordingly, they shall work together to agree the detail of implementing the change, taking into consideration any relevant tax or regulatory implication, provided that neither Party shall as a consequence be required to pay more, or receive less, than it would otherwise have done.

5.2 BT shall pay, or shall procure the payment by the relevant members of the BT Group of, each invoice issued by Reuters for charges in respect of the Reuters Services in cleared funds on the same basis as the existing payment terms for equivalent services provided under the Previous RSA. All payments to Reuters shall be made by BACS payment (or as otherwise agreed by the Parties) to the account or accounts nominated by Reuters from time to time.

6. General

If BT reasonably believes that a service should be a Reuters Service and Reuters believes, having made reasonable enquiries, that such service is not a Reuters Service, Reuters shall not be under an obligation to provide such service to BT unless and until BT has supplied evidence to Reuters' reasonable satisfaction of prior provision of such service by the Reuters Group to the Radianz Group during the Standard Period.

Back to Contents

Schedule 4

Migration Milestones

1. INTRODUCTION AND DEFINITIONS

1.1 This Schedule sets out the Migration Milestones and the dates by which they should be achieved by BT. The Migration Milestones may only be changed by the Parties as a result of the operation of Clause 6.

1.2 In this Schedule 4 (and otherwise throughout the Agreement) the following terms shall have the following meanings:

"Final RFS Notice" means:

(i) in relation to a Facility where the Valid Order relating to that Facility requires a single Connection only, a RFS Notice; and

(ii) in relation to a Facility where the Valid Order relating to that Facility requires more than one Connection (e.g. for redundancy), the RFS Notice that relates to the final Connection required at that Facility by that Valid Order; and

"RGA Customers" means those customers of the Reuters Group that Reuters may from time to time notify BT are known within the Reuters Group as "Reuters Global Accounts Customers" (the aggregate number of all such customers * of the Reuters Group (unless otherwise agreed by the Parties in accordance with the Change Control Procedure)).

2. MIGRATION MILESTONES

BT shall procure achievement of the following Migration Milestones by the relevant dates shown:

A. Connections

Migration Milestone No.	Due Date	BT Migration Milestone
1.	First anniversary of the Closing Date	The intent of the Parties is that BT has provided at least one Final RFS Notice in respect of *, however the Parties agree that the Migration Milestone shall be that BT has provided at least one Final RFS Notice in respect of *

* text has been redacted for confidentiality

Back to Contents

Migration Milestone No.	Due Date	BT Migration Milestone
2.	Second anniversary of the Closing Date	BT has provided at least one Final RFS Notice in respect of * Facilities in aggregate.
3.	Third anniversary of the Closing Date	BT has provided a Final RFS Notice in respect of all Connections at all of the remaining Facilities covered by this * Agreement, Facilities in aggregate.
4	Two months following the third anniversary of the Closing Date (unless otherwise extended by the Parties in writing) **provided that** where the number of remaining Facilities to which this Migration Milestone relates as at the due date for Migration Milestone 3 is *, the due date for this Migration Milestone shall be delayed by an *.	BT has provided a Final RFS Notice in respect of all remaining Connections at any remaining Facilities covered by this Agreement.

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Back to Contents

Reuters agrees that it will not place orders with BT for any additional Existing Services in respect of a Reuters Customer Service in a country after the later of:

(a) * after the applicable Service Category has been made available to Reuters by BT in respect of all Facilities in that country; and

(b) * after the date such Reuters Customer Service is capable of being provided over the test IP network provided by BT;

Unless, in each case, this period is extended and agreed by the parties in writing acting reasonably and in good faith.

For the avoidance of doubt the wording set out in (a) and (b) above is a Reuters' obligation.

B. Roll-out

	Due Date	BT Migration Milestone
5	* after the Closing Date	In each of the countries listed in Part A of Appendix A (Launch Countries), that a Service Category of Silver Standard and all Bronze Categories can be achieved in respect of all Facilities in that country.
		In each of the countries listed in Part B of Appendix A (Launch Countries), that a Service Category of Gold Standard can be achieved in respect of all Facilities in that country.
		In each of the countries listed in Part C of Appendix A (Launch Countries), that a Service Category of Gold Fast Convergence can be achieved in respect of all Facilities in that country.
		In each of the countries listed in Part D of Appendix A (Launch Countries), that a Service Category of Silver Fast Convergence can be achieved in respect of all Facilities in that country.
		In each of the countries listed in Part E of Appendix A (Launch Countries), that a Service Category of Gold No Convergence can be achieved in respect of all Facilities in that country.

* text has been redacted for confidentiality

	Due Date	BT Migration Milestone
6.	* of the Closing Date	In each of the countries listed in Part A of Appendix B, that a Service Category of Silver Standard and all Bronze Categories can be achieved in respect of all Facilities in that country.
		In each of the countries listed in Part B of Appendix B, that a Service Category of Gold Standard can be achieved in respect of all Facilities in that country.
		In each of the countries listed in Part C of Appendix B, that a Service Category of Gold Fast Convergence can be achieved in respect of all Facilities in that country.
		In each of the countries listed in Part D of Appendix B, that a Service Category of Silver Fast Convergence can be achieved in respect of all Facilities in that country.
		In each of the countries listed in Part E of Appendix B, that a Service Category of Gold No-Convergence can be achieved in respect of all Facilities in that country.
7.	* of the Closing Date	In each of the countries listed in Appendix C, that a Service Category of all Bronze and Silver Categories can be achieved in respect of all Facilities in that country.

For the avoidance of doubt, a requirement in the table above that a Service Category be achieved by a due date shall include a requirement that the Service Category continues to be achieved from that date in accordance with this Agreement.

C. Test Network

	Due Date	BT Migration Milestone
8.	*	BT has provided at the Sites listed in Appendix D a completed test network environment (known as the BT global test environment (GTE)) so that the relevant Reuters Customer Service is capable of being provided over an IP network provided by BT as part of the New Services (which shall include, without limitation, the provision of a Final RFS Notice

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Back to Contents

Due Date	BT Migration Milestone
	in respect of each of the Connections for that test network environment (all such notices to be sent to Barry Woodward and copied to Bill Fathers, or such other Reuters Personnel as Reuters may notify to BT from time to time)).

D. On-ramp

	Due Date	BT Migration Milestone
9.	All reasonable endeavours to meet *	BT has provided an On-ramp Notice in respect of the Sites listed in Part A of Appendix E.
10.	* after the Closing Date	BT has provided an On-ramp Notice in respect of the Sites listed in Part B of Appendix E.

3. MIGRATION PROCESS

3.1 The Parties will undertake the following steps in relation to the ordering, testing and acceptance of a Connection:

(A) Reuters places a Valid Order for a Connection with BT;

(B) when a Connection is Ready for Service, BT will:

(i) deliver a RFS Notice; and

(ii) provide all reasonable network and other technical information and instructions (including, without limitation, those that are required to reconfigure firewalls, routers, DNS servers and other network devices) reasonably required by Reuters to install any software and other equipment required;

(C) Reuters installs software and other equipment, as required, and carries out acceptance tests with the customer to determine that the Connection:

(i) achieves the Service Category required for that Connection; and

* text has been redacted for confidentiality

(ii) is otherwise suitable for each Reuters Customer Service; and

(D) as a Customer accepts a Reuters Customer Service, Reuters will issue to BT a Service Acceptance Notice for that Reuters Customer Service.

3.2 Without prejudice to the requirement that a Connection is capable of meeting the Service Category for that Connection for the purposes of testing and acceptance in accordance with the migration process, from the date of a Service Acceptance Notice, the Service Levels for that Connection shall be the New Service Levels in accordance with the terms set out in this Agreement.

3.3 BT will give regular management updates to Reuters on the status of each Valid Order until such time as BT provides Reuters with an RFS Notice for that Valid Order. Such updates shall be made available to Reuters electronically on demand and shall be updated by BT at least two times each day.

3.4 On receipt from Reuters of the final Service Acceptance Notice for the final Facility to be migrated, BT will issue a Final Migration Notice to Reuters.

4. MIGRATION LDs

4.1 Subject to Clause 6.13, in the event of a Migration Failure in respect of a Migration Milestone numbered * Reuters may charge BT the Migration LDs in accordance with the following table:

Percentage of Migration Failure	**Migration LDs**
*	*

Where the “Percentage of Migration Failure” equals:
*

* text has been redacted for confidentiality

Back to Contents

Appendix A

16 Launch Countries required by * after the Closing Date

Part A

Launch Countries requiring Service Category of Silver Standard and all Bronze Categories	
*	*

Part B

Launch Countries requiring Service Category of Gold Standard	
*	*

Part C

Launch Countries requiring Service Category of Gold Fast Convergence	
*	*

* text has been redacted for confidentiality

Back to Contents

Part D

Launch Countries requiring Service Category of Silver Fast Convergence

*　　　　*

Part E

Launch Countries requiring Service Category of Gold No Convergence

*　　　　*

* text has been redacted for confidentiality

Back to Contents

Appendix B

Countries required by the * of the Closing Date

Part A

Countries requiring Service Category of Silver Standard and all Bronze Categories	
*	*

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Back to Contents

Part B

Countries requiring Service Category of Gold Standard

*   *

Part C

Countries requiring Service Category of Gold Fast Convergence

*   *

Part D

Countries requiring Service Category of Silver Fast Convergence

*   *

* text has been redacted for confidentiality

Part E

Countries requiring Service Category of Gold No Convergence

* *

---

* text has been redacted for confidentiality

Appendix C

Countries required by * after the first anniversary of the Closing Date

---

Countries requiring Service Category of all Silver and Bronze Categories

*	*

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* text has been redacted for confidentiality

Back to Contents

Back to Contents

Appendix D

List of Sites required for Global Test Environment

Country	City or Region	Site Name	Host Site	Client Access
*	*	*	*	*

* text has been redacted for confidentiality

Back to Contents

Appendix E

List of Sites required for on-ramps

Part A
Sites requiring on-ramps by * after the Closing Date

Country	City or Region	Location Name
*	*	*

* text has been redacted for confidentiality

Back to Contents

Part B

Sites requiring on-ramps * after the Closing Date

Country	City or Region	Location Name
*	*	*

The Parties agree that the list in this Part B is the current indication of the Sites requiring on-ramps by * after the Closing Date and that this list may be changed (but not * in aggregate) by agreement between the Parties.

* text has been redacted for confidentiality

Back to Contents

Schedule 5
Services Levels

Part 1
The Existing Services

As an overriding principle BT shall provide and measure each Existing Service to a service level no lower than as provided and measured during the Standard Period.

1 Scope

1.1 The purpose of this Part 1 of Schedule 5 is to set out the Service Levels which apply to the Existing Services as described in Schedule 2 Part 1A (*Existing Services*). The Service Levels for the Non-Migrating Services are the Service Levels set out in this Schedule 5 Part 1 (and references in this Part 1 of Schedule 5 to the Existing Services shall be deemed to include the Non-Migrating Services).

1.2 The Existing Services will be managed and monitored by BT in accordance with Schedule 2 Part 1C (*Service Management*).

1.3 In the event of a failure by BT to achieve the Service Levels for the Existing Services, the Service Credits set out in this Part shall apply in respect of such a failure.

2 Definitions

For the purposes of this Schedule 5 Part 1, the following capitalised terms shall have the following meanings:

"**Incident Threshold**" has the meaning given to it in paragraph 4.2;

"**Qualifying Incident**" has the meaning given to it in paragraph 5.

3 Incident Classification

3.1 Incidents in respect of the Existing Services will be assigned a severity level by Reuters CRMC as follows:

Incident severity	Nature of Incident
Severity 1	*
Severity 2	*

3.2 Reuters will assign a priority to the Incident based on customer impact and severity level of the Incident.

3.3 Incidents attributed to the Existing Services will be promptly investigated by BT and report its findings to the next meeting of the Global Service Forum.

* text has been redacted for confidentiality

Back to Contents

3.4 BT will refer issues back to the Global Service Forum if it is believed that they have been incorrectly assigned a severity level. The Global Service Forum will review (acting reasonably and in good faith) any request by BT to revise the severity level classification originally assigned by Reuters. For the avoidance of doubt, nothing in this paragraph 3.4 shall require the Global Service Forum to assign a different severity level to an Incident.

4 Incident Baseline

4.1 The Parties acknowledge that the number and frequency of the Severity 1 and Severity 2 Incidents reported by the Radianz Group in respect of services provided to the Reuters Group in the Standard Period shall represent the means by which BT's performance to the Service Levels for the ongoing delivery of the Existing Services shall be measured.

4.2 The relevant **"Incident Threshold"** in respect of an Incident is as set out below:

Incident severity	Incident Threshold
Severity 1	*
Severity 2	*

5 Service Levels

5.1 Each of the Existing Services shall be provided to at least the same level of service as each such Existing Service was provided by the Radianz Group to the Reuters Group during the Standard Period.

5.2 Without prejudice to paragraph 5.1, BT shall be deemed to have failed to meet the Service Levels in respect of an Existing Service if in any calendar month an Incident occurs that exceeds the relevant Incident Threshold in respect of the severity level assigned to that Incident (a "**Qualifying Incident**").

6 Service Credits

* Since severity 1 and severity 2 service failures refer to Incidents rather than Connections,
*

6.3 For each Connection affected by a Qualifying Incident, the Service Credits that shall apply shall be determined as follows:

6.3.1 each such Connection shall be deemed to have the Service Category equivalent to the Service Category it would be migrated to under the Migration Plan; and

6.3.2 the Service Credits section of the table in paragraph 3.1 of Schedule 5 Part 2 (*Service Levels and Service Credits: New Services*) shall apply as though set out in this paragraph, except that:

(a) references to "failure" shall be deemed to be "Qualifying Incident";

* text has been redacted for confidentiality

(b) references to "Service Charges" shall (for the avoidance of doubt) refer to Service Charges in respect of that Connection on the Initial Price Book; and

(c) references in the table in paragraph 3.1 of Schedule 5 Part 2 (*Service Levels and Service Credits: New Services*) to 1st, 2nd and 3rd failures shall mean the first, second and third Qualifying Incidents on the same Connection to the same Facility in any Contract Year.

6.4 Service Credits in relation to failures following the third Qualifying Incident on the same Connection to the same Facility in a Contract Year shall be those applicable to the third Qualifying Incident.

7 Service Performance Standards

7.1 Global Service Forum GMC Weekly Service Reports will be used to initiate any further investigation into Incidents raised in order to establish root cause.

7.2 Further analysis of actual network management data and trouble tickets shall be undertaken by BT or (to the extent appropriate) jointly by the Parties in accordance with the practices used by the Radianz Group in respect of services provided to the Reuters Group during the Standard Period.

Back to Contents

Schedule 5
Service Levels & Service Credits

Part 2

New Services

1. Introduction

The purpose of this Schedule is to describe the Service Levels which apply to all of the New Services as described in Schedule 2 Part 1B (*New Services*). The Service Levels for the Non-Migrating Services are the relevant Service Levels set out in Schedule 5 Part 1 (*Existing Services*) (and references in this Part 2 of Schedule 5 to New Services shall be deemed to exclude the Non-Migrating Services).

The Service Levels applicable to the FAT services shall be those that apply under Schedule 5 Part 1 (*Service Levels and Service Credits: Existing Services*).

The New Services will be managed and monitored by BT in accordance with Schedule 2 Part 1C (*Service Management*).

1.1. Service Levels

As an overriding principle, BT shall provide each New Service to a service level no lower than for the corresponding Existing Service. The Parties agree that the provisions of this Schedule 5 Part 2 are subject to this overriding principle.

BT shall provide the New Services to the Service Levels set out in this Schedule. The following types of Service Levels shall apply in respect of the New Services:

Technical Service Levels:
a) Availability
b) Round Trip Delay
c) Packet Loss

Service Operation Levels:
a) Alarm Monitoring and Feed to Reuters
b) Fault notification
c) Repair progress
d) Orders, moves & changes

1.2. Service Credits

In the event of a failure by BT to achieve the Service Levels in paragraph 3.1 of this Schedule for the New Services, the Service Credits set out in this Schedule shall apply in respect of such a failure.

Prior to the Migration Date, Service Credits will be calculated in accordance with the table set out in paragraph 3.1 of this Schedule.

2. Definitions

"Availability"	means the time during which New Services operate correctly without failure over the calendar month, whichin the case of New Services with re-convergenceparameters includes compliance with those parameters.For the avoidance of doubt, Packet Loss and Round Trip Delay do not fall within the definition of Availability;

Back to Contents

"Incident"	means an event which causes an interruption to or reduction in the quality or availability below the agreed Service Levels of the relevant Service;
"Maintenance Window"	means: (i) * local time (or the local equivalent of a weekend) in respect of customer Facilities only; and (ii) * in all other cases .
"Network Availability Service Level"	means Availability, RTD and Packet Loss Service Levels set out in paragraph 3.1;
"Re-convergence Time"	means the total length of time taken by BT to detect an Availability failure on or relating to a Connection and re-route traffic from that Connection to a Connection that is available; and
"Round Trip Delay" ("RTD")	means the period of time between when the last byte of a message is sent from the originating equipment to the time when the last byte has been received back from the destination equipment, measured as an average over a calendar month in accordance with paragraph 3.3.7.

3. Technical Service Levels and Service Credits

3.1. Network availability

BT will achieve, in connection with each New Service:

(i) no less than the percentage specified for Availability;

(ii) the time specified for RTDs or better for the period of Availability;

(iii) no greater than the percentage specified for Packet Loss for each calendar month; and

(iv) the time specified for Re-convergence Time or better than that time,

in each case for the applicable Service Category , as set out in the table below.

References in the table below to 1st , 2nd and 3rd failures to meet a Network Availability Service Level mean the first, second and third failures on the same Connection to the same Facility * (in respect of Platinum, Gold and Silver Service Categories), or a * period (in respect of Bronze Service Categories).

Where more than one failure occurs simultaneously on a Connection to a Facility, e.g. a circuit failure also triggering Packet Loss and RTD issues, this shall be treated as a single failure for the purpose of calculation of the Service Credits.

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Back to Contents

		Service Category								
		Platinum	Gold Fast Converge	Gold Standard	Gold No Converge	Silver Fast Converge	Silver Standard	Silver No Converge	Bronze +	Bronze
	Availability *	*	*	*	*	*	*	*	*	*
RTD	Europe to Europe									
	Europe to North America	*	*	*	*	*	*	*	*	*
	Europe to Asia Pacific	*	*	*	*	*	*	*	*	*
	North America to North America	*	*	*	*	*	*	*	*	*
	North America to South America	*	*	*	*	*	*	*	*	*
	North America to Asia Pacific	*	*	*	*	*	*	*	*	*
	Asia Pacific to Asia Pacific	*	*	*	*	*	*	*	*	*
Packet Loss **		*	*	*	*	*	*	*	*	*
Maximum Re-convergence Time		*	*	*	*	*	*	*	*	*
For 1st failure, as percentage of the Service Charge in respect of the relevant calendar month for affected Connection		*	*	*	*	*	*	*	*	*
For 2nd failure as percentage of the Service Charge in respect of the relevant calendar month for affected Connection		*	*	*	*	*	*	*	*	*
For 3rd failure as percentage of the Service Charge in respect of the relevant calendar month for affected Connection, and as stated		*	*	*	*	*	*	*	*	*

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Back to Contents

	Service Category								
	Platinum	Gold Fast Converge	Gold Standard	Gold No Converge	Silver Fast Converge	Silver Standard	Silver No Converge	Bronze +	Bronze
otherwise (if applicable)	*	*	*	*	*	*	*	*	*

For Connections which have an access circuit speed below * will be added to the relevant RTD time in the above table. For Connections which retain a *

* text has been redacted for confidentiality

Back to Contents

3.2. Maintenance

(i) BT agrees that all maintenance (including, for the avoidance of doubt, within a Maintenance Window) in respect of the New Services shall be undertaken with Reuters' prior written agreement (not to be unreasonably withheld). BT will provide 72 hours' prior written notice of proposed maintenance and shall only carry out maintenance within a Maintenance Window.

(ii) In the event of an emergency in respect of which emergency maintenance to rectify an outage is required, such emergency maintenance may be carried out by or on behalf of BT outside a Maintenance Window subject to Reuters' express prior consent (not to be unreasonably withheld or delayed).

(iii) BT acknowledges that it may undertake no more than three (3) incidents of maintenance work per Facility, per year without prior written consent from Reuters, and maintenance shall only be conducted by BT or BT Personnel.

(iv) BT agrees that all maintenance conducted in respect of a Service that is subject to a Platinum or Gold Service Category may be conducted on only one Connection of such Service at any one time.

3.3. Measurement of Service Levels

3.3.1 BT's performance of the New Services to the Service Levels shall be measured across the calendar month, per Service, per Facility.

3.3.2 The Network Availability Service Levels set out in paragraph 3.1 shall be measured on a 24 hours/7 days a week/365 days a year basis.

3.3.3 The measurement of BT's performance to the Network Availability Service Levels shall exclude:

(a) periods of maintenance carried out in accordance with paragraph 3.2 of this Schedule; and

(b) unavailability to the extent resulting from an act or omission by Reuters or a customer of Reuters, except where acting on instructions of BT or BT Personnel.

3.3.4 Where BT is able to contract with more than one quality local carrier (which for the avoidance of doubt delivers sufficiently robust service levels) in the relevant location, at Reuters' written request BT shall ensure that Services delivered to Gold Category and Silver Category Service Levels are delivered over two separate local carriers.

3.3.5 At Reuters' prior written request, and where BT has not already contracted with a specific local carrier, BT shall contract with such Reuters' requested carrier subject to payment of reasonable incremental charges. BT's obligation to meet the relevant Service Levels shall be limited to the service levels that the local carrier has contractually committed to achieve. BT shall promptly notify Reuters in writing of any such impact (or anticipated impact) on the Service Levels.

3.3.6 The Parties acknowledge that Availability is in part dependent on the availability of the relevant local tail circuits, and that such availability varies from country to country. Notwithstanding the Service Levels set out in paragraph 3.1 and subject always to the overriding principle in paragraph 1.1, the maximum Availability Service Level that BT shall be required to achieve in a country shall (subject to paragraph 3.3.7) be that set out in the table in Appendix A in respect of that country.

3.3.7 The Parties acknowledge that as at the Signing Date there are service levels and hours of cover referred to in the table in Appendix A that are less than the service levels and hours of cover achieved today. On and from the Signing Date, BT will work with Reuters in good faith to improve the accuracy of the table to better reflect the current service levels and hours of cover received by Reuters as at the Signing Date.

3.3.8 The Parties shall work together in good faith to identify improvements to the Service Levels in Appendix A in each country in each case falling within the same commercial and performance parameters. BT shall implement any such identified improvements within a reasonable time period.

3.3.9 Similarly, the maximum time to repair Service Level under paragraph 4.4 of this Schedule shall be subject to the table in Appendix A, subject always to the overriding principle in paragraph 1.1.

3.3.10 Measurement of Availability

Availability shall be measured by BT using the most up to date and appropriate technology (which will include the use of traps from routers where applicable and may also include polling).

3.3.11 Measurement of Round Trip Delay

RTDs shall be measured by BT by sending two test packets of 100 bytes, * between designated BT MPLS Customer Edge (CE) routers. The measurement will be the time between a test packet being sent and returning to its origin. The Round Trip Delay measurement will be calculated as an average across all test packets sent and received over a calendar month.

3.3.12 Measurement of Packet Loss

Packet Loss is measured by sending, two test packets * between designated BT Customer Edge (CE) routers. Packet delivery statistics will be calculated as an average of all test packets sent and received over a calendar month.
*
To the extent it is able to do so, Reuters will measure Packet Loss and it shall report the results of such measurement(s) to BT:

(i) from the demarcation point of the BT network at a Main Technical Centre to the demarcation point of the BT network at a Facility, and BT shall be solely responsible for such validated Packet Loss;

* text has been redacted for confidentiality

Back to Contents

(ii) from within a Main Technical Centre to within a Facility, and BT and Reuters will meet with a view (in good faith using reasonable endeavours) to agreeing the proportion of such Packet Loss attributable to the Services.

Reuters will provide BT with the reports used to identify the Packet Loss.

4. Service Contract Measures

4.1. Incident classification

In the event of a Service outage, failure or other degradation, BT shall assign a severity level in accordance with the table below (for the avoidance of doubt, BT shall only pay Service Credits on actual Incidents - see paragraph 3.1 above):

Incident severity	Nature of Incident
Severity 1	*
Severity 2	*
Severity 3	*

For the avoidance of doubt, Severity Levels in the above table have no relationship to the Severity Levels applicable to the Existing Services.

4.2. Alarm Monitoring and Feed to Reuters

BT will provide:

(v) a real time feed of events describing service performance, which will be forwarded to the Reuters' management system by BT (using the SNMP forwarding protocol) which will include the following events:

(i) RTD threshold exceeded;
(ii) Packet Loss threshold exceeded;
(iii) circuit failure;
(iv) an identifier of the affected Facility in a manner which is meaningful to Reuters.

* Access to online reports will be made available to Reuters by BT. These online reports will include access to historical utilisation, Packet Loss and RTD performance of the New Services. The Parties will, acting reasonably, define and agree core hours for at least each of the main territories, America, Europe and Asia. During these core hours all Gold, Silver and RDF datafeed sites will *

(vii) The Parties agree that the exact definition of events to be forwarded and the details within the protocol will be defined by BT and Reuters to ensure that the

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Back to Contents

appropriate information is available within six months following the Signing Date.

(viii) In cases such as circuit failure, the alarms will not be forwarded immediately, but will be held in the processing system for a period of time (such period of time not to exceed ten seconds) to allow receipt of additional alarm information and correlation to provide a more meaningful feed of information to Reuters.

(ix) The table below gives the frequency in minutes of the information update to be provided through the online reports:

	Service Category								
	Platinum	**Gold Fast Converge**	**Gold Standard**	**Gold No Converge**	**Silver Fast Converge**	**Silver Standard**	**Silver No Converge**	**Bronze +**	**Bronze**
Period through which report will be updated for Connections between Main Technical Centres and Facilities	*	*	*	*	*	*	*	*	*
Period through which report will be updated for Connections between Main Technical Centres	*	*	*	*	*	*	*	*	*

In the above table the reports available online will not contain information for the whole period measured at peak resolution. Rather, information for the last 3 months will be available at peak resolution whilst aged information will be aggregated (or "rolled up") to provide measures over longer poll periods.

4.3. Fault notification

In the event that an Incident affecting a Service occurs, in addition to the real time alarm feed set out in paragraph 4.2 and the on-line reports as set out in paragraph 4.2.5, BT will notify the Reuters help desk within the times (in minutes) set out in the table below:

	Service Category								
	Platinum	**Gold Fast Converge**	**Gold Standard**	**Gold No Converge**	**Silver Fast Converge**	**Silver Standard**	**Silver No Converge**	**Bronze +**	**Bronze**
Severity 1	*	*	*	*	*	*	*	*	*
Severity 2	*	*	*	*	*	*	*	*	*
Severity 3	*	*	*	*	*	*	*	*	*

Notification to Reuters by BT of an Incident will be measured from the time that the trouble ticket is opened at the BT Service Desk to the time that BT notifies Reuters that such Incident has been detected.

* text has been redacted for confidentiality

Back to Contents

4.4. Repair progress

BT will communicate to the Reuters help desk the progress of an Incident for so long as it is outstanding, as a minimum in accordance with the table below:

	Service Category								
	Platinum	**Gold Fast Converge**	**Gold Standard**	**Gold No converge**	**Silver Fast converge**	**Silver Standard**	**Silver No Converge**	**Bronze +**	**Bronze**
Severity 1	*	*	*	*	*	*	*	*	*
Severity 2	*	*	*	*	*	*	*	*	*
Severity 3	*								

4.5. Maximum time to repair

In the event that an Incident occurs, BT will repair such fault within the times set out in the table below:

	Service Category								
	Platinum	**Gold Fast Converge**	**Gold Standard**	**Gold No converge**	**Silver Fast converge**	**Silver Standard**	**Silver No Converge**	**Bronze +**	**Bronze**
Severity 1	*	*	*	*	*	*	*	*	*
Severity 2	*	*	*	*	*	*	*	*	*
Severity 3	*								

4.6. Orders, moves & changes

BT will ensure that orders, moves and changes to the Services shall be made as a maximum to the Service Levels set out below:

	Service Category								
	Platinum	**Gold Fast Converge**	**Gold Standard**	**Gold No converge**	**Silver Fast converge**	**Silver Standard**	**Silver No Converge**	**Bronze +**	**Bronze**
New installations or physical changes	*								
Logical changes	*								

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[Back to Contents](#)

Appendix A
(See next page)

[Back to Contents](#)

Appendix to Schedule 5 Part 2

Location	Category	Avail	Config	Gold category MTTR Sev 1	Gold category MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Silver categories MTTR Sev 1	Silver categories MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Bronze Categories MTTR Sev 1	Hrs Of Cover
Australia (Adelaide, Brisbane, Canberra, Melbourne,Newcastle, Perth, Sydney only)	*																				
Australia (all other locations)	*																				
Austria (Eisenstadt, St. Polten, Vienna only)	*																				
Austria (all other locations)	*																				
Belgium	*																				
Canada (Calgary,Cooksville, Edmonton, Halifax, Hamilton, Kingston, Kitchner, Monteal, Ottawa, Quebec, Toronto only)	*																				
Canada (all other locations)	*																				
Denmark (Copenhagen only)	*																				
Denmark (all other locations)	*																				
Finland	*																				
France (Paris only)	*																				
France (all other locations)	*																				

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Back to Contents

Location	Category	Avail	Config	Gold category MTTR Sev 1	Gold category MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Silver categories MTTR Sev 1	Silver categories MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Bronze Categories MTTR Sev 1	Hrs Of Cover
Germany	*																				
Gibraltar	*																				
Guernsey	*																				
Hong Kong	*																				
Ireland (Cork, Dublin, Shannon only)	*																				
Ireland (all other locations)	*																				
Isle of Man	*																				
Italy (Milan and Rome only)	*																				
Italy (all other locations)	*																				
Japan	*																				
Jersey	*																				
Luxembourg	*																				
Monaco	*																				

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Back to Contents

Location	Category	Avail	Config	Gold category MTTR Sev 1	Gold category MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Silver categories MTTR Sev 1	Silver categories MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Bronze Categories MTTR Sev 1	Hrs Of Cover
Netherlands (Amsterdam, Rotterdam only)	*																				
Netherlands (all other locations)	*																				
New Zealand (Auckland,Christ Church, Hamilton, Wellington only)	*																				
New Zealand (all other locations)	*																				
Norway (Oslo only)	*																				
Norway (all other locations)	*																				
Singapore **Spain** (Barcelona and Madrid only)	*																				
Spain (all other locations)	*																				
Sweden (Stockholm only)	*																				
Sweden (all other locations)	*																				
Switzerland	*																				
Taiwan	*																				

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Back to Contents

Location	Category	Avail	Config	Gold category MTTR Sev 1	Gold category MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Silver categories MTTR Sev 1	Silver categories MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Bronze Categories MTTR Sev 1	Hrs Of Cover
UK	*																				
USA	*																				
China (Beijing, Guangzhou Shanghai only)	*																				
China (all other locations)	*																				
Indonesia	*																				
Malaysia	*																				
Mexico	*																				
Portugal	*																				
South Korea	*																				
Venezuela	*																				
Argentina (Buenos Aires, Cordoba, La Plata, Mar del Plata, Mendoza, Rosario only)	*																				
Argentina (all other locations)	*																				

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Back to Contents

Location	Category	Avail	Config	Gold category MTTR Sev 1	Gold category MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Silver categories MTTR Sev 1	Silver categories MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Bronze Categories MTTR Sev 1	Hrs Of Cover
Bahamas	*																				
Bahrain	*																				
Belarus	*																				
Bermuda	*																				
Bosnia	*																				
Brazil	*																				
Bulgaria	*																				
Chile	*																				
Colombia	*																				
Croatia	*																				
Cyprus (Nicosia only)	*																				
Cyprus (all other locations)	*																				
Czech Republic	*																				

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Back to Contents

Location	Category	Avail	Config	Gold category MTTR Sev 1	Gold category MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Silver categories MTTR Sev 1	Silver categories MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Bronze Categories MTTR Sev 1	Hrs Of Cover
Ecuador	*																				
Egypt (Alexandria, Cairo, Heliopolos only)	*																				
Egypt (all other locations)	*																				
Estonia	*																				
Greece	*																				
Hungary (Budapest only)	*																				
Hungary (all other locations)	*																				
Iceland	*																				
India (Bangalore, Mumbai, Chennai, Delhi only)	*																				
India (Reuters Bangalore facility only)	*																				
India (all other locations)	*																				
Israel	*																				
Jordan	*																				

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Back to Contents

Location	Category	Avail	Config	Gold category MTTR Sev 1	Gold category MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Silver categories MTTR Sev 1	Silver categories MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Bronze Categories MTTR Sev 1	Hrs Of Cover
Kahzakstan	*																				
Kuwait	*																				
Latvia	*																				
Lebanon	*																				
Lithuania	*																				
Macao	*																				
Malta	*																				
Morocco	*																				
Oman	*																				
Peru	*																				
Philippines	*																				
Poland	*																				
Puerto Rico	*																				

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Back to Contents

Location	Category	Avail	Config	Gold category MTTR Sev 1	Gold category MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Silver categories MTTR Sev 1	Silver categories MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Bronze Categories MTTR Sev 1	Hrs Of Cover
Qatar	*																				
Romania	*																				
Russia (Moscow only)	*																				
Russia (St. Petersburg only)	*																				
Russia (all other locations)	*																				
Saudi	*																				
Serbia	*																				
Slovakia	*																				
Slovenia	*																				
South Africa	*																				
Thailand (Bangkok, Chieng Mai only)	*																				
Thailand (Reuters Bangkok facility only)	*																				
Thailand (all other locations)	*																				

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[Back to Contents](#)

Location	Category	Avail	Config	Gold category MTTR Sev 1	Gold category MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Silver categories MTTR Sev 1	Silver categories MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Bronze Categories MTTR Sev 1	Hrs Of Cover
Turkey (Ankara, Isanbul only)	*																				
Turkey (all other locations)	*																				
UAE	*																				
Ukraine	*																				
Uruguay	*																				
Vietnam	*																				
Albania	*																				
Algeria	*																				
Angola	*																				
Armenia	*																				
Azerbaijan	*																				
Bangladesh	*																				
Barbados	*																				

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Back to Contents

Location	Category	Avail	Config	Gold category MTTR Sev 1	Gold category MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Silver categories MTTR Sev 1	Silver categories MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Bronze Categories MTTR Sev 1	Hrs Of Cover
Botswana	*																				
Brunei	*																				
Cayman Islands	*																				
Ghana	*																				
Iran	*																				
Iraq	*																				
Ivory Coast	*																				
Kenya	*																				
Libya	*																				
Madagascar	*																				
Malawi	*																				
Mauritania	*																				
Mauritius	*																				

* text has been redacted for confidentiality

Location	Category	Avail	Config	Gold category MTTR Sev 1	Gold category MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Silver categories MTTR Sev 1	Silver categories MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Bronze Categories MTTR Sev 1	Hrs Of Cover
Moldavia	*																				
Mongolia	*																				
Mozambique	*																				
Namibia	*																				
Nigeria	*																				
North Korea	*																				
Pakistan	*																				
Paraguay	*																				

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Back to Contents

Location	Category	Avail	Config	Gold category MTTR Sev 1	Gold category MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Silver categories MTTR Sev 1	Silver categories MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Bronze Categories MTTR Sev 1	Hrs Of Cover
Senegal	*																				
Sri Lanka	*																				
Swaziland	*																				
Syria	*																				
Tanzania	*																				
Tunisia	*																				
Turkmenistan	*																				
Uganda	*																				
US and British Virgin Islands	*																				
Uzbekistan	*																				
Yemen	*																				
Zambia	*																				
Zimbabwe	*																				

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Back to Contents

Location	Category	Avail	Config	Gold category MTTR Sev 1	Gold category MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Silver categories MTTR Sev 1	Silver categories MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Bronze Categories MTTR Sev 1	Hrs Of Cover

Back to Contents

Location	Category	Avail	Config	Gold category MTTR Sev 1	Gold category MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Silver categories MTTR Sev 1	Silver categories MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Bronze Categories MTTR Sev 1	Hrs Of Cover
Countries without Reuters Clients																					
Bolivia	*																				
Costa Rica	*																				
Cuba	*																				
Georgia	*																				
Guatemala	*																				
Netherlands Antilles	*																				
Panama	*																				

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Back to Contents

Migration phase for country	Data Centre Locations	Major Reuters' facilities	Region A – Major financial centres and Full Tick IDN service access locations	Region B – Other key financial centres to Client Distribution	Region C – Other Reuters' facilities and financial centres	Region D – All other Reuters' Geographies

Back to Contents

Migration phase for country	Data Centre Locations	Major Reuters' facilities	Region A – Major financial centres and Full Tick IDN service access locations	Region B – Other key financial centres to Client Distribution	Region C – Other Reuters' facilities and financial centres	Region D – All other Reuters' Geographies

Back to Contents

Migration phase for country	Data Centre Locations	Major Reuters' facilities	Region A – Major financial centres and Full Tick IDN service access locations	Region B – Other key financial centres to Client Distribution	Region C – Other Reuters' facilities and financial centres	Region D – All other Reuters' Geographies

Back to Contents

Migration phase for country	Data Centre Locations	Major Reuters' facilities	Region A – Major financial centres and Full Tick IDN service access locations	Region B – Other key financial centres to Client Distribution	Region C – Other Reuters' facilities and financial centres	Region D – All other Reuters' Geographies

Back to Contents

Migration phase for country	Data Centre Locations	Major Reuters' facilities	Region A – Major financial centres and Full Tick IDN service access locations	Region B – Other key financial centres to Client Distribution	Region C – Other Reuters' facilities and financial centres	Region D – All other Reuters' Geographies

Back to Contents

Migration phase for country	Data Centre Locations	Major Reuters' facilities	Region A – Major financial centres and Full Tick IDN service access locations	Region B – Other key financial centres to Client Distribution	Region C – Other Reuters' facilities and financial centres	Region D – All other Reuters' Geographies

[Back to Contents](#)

Migration phase for country	Data Centre Locations	Major Reuters' facilities	Region A – Major financial centres and Full Tick IDN service access locations	Region B – Other key financial centres to Client Distribution	Region C – Other Reuters' facilities and financial centres	Region D – All other Reuters' Geographies

Back to Contents

Migration phase for country	Data Centre Locations	Major Reuters' facilities	Region A – Major financial centres and Full Tick IDN service access locations	Region B – Other key financial centres to Client Distribution	Region C – Other Reuters' facilities and financial centres	Region D - All other Reuters' Geographies

Back to Contents

Migration phase for country	Data Centre Locations	Major Reuters' facilities	Region A – Major financial centres and Full Tick IDN service access locations	Region B – Other key financial centres to Client Distribution	Region C – Other Reuters' facilities and financial centres	Region D - All other Reuters' Geographies

Migration phase for country	Data Centre Locations	Major Reuters' facilities	Region A – Major financial centres and Full Tick IDN service access locations	Region B – Other key financial centres to Client Distribution	Region C – Other Reuters' facilities and financial centres	Region D - All other Reuters' Geographies

Back to Contents

Migration phase for country	Data Centre Locations	Major Reuters' facilities	Region A – Major financial centres and Full Tick IDN service access locations	Region B – Other key financial centres to Client Distribution	Region C – Other Reuters' facilities and financial centres	Region D - All other Reuters' Geographies

Migration phase for country	Data Centre Locations	Major Reuters' facilities	Region A – Major financial centres and Full Tick IDN service access locations	Region B – Other key financial centres to Client Distribution	Region C – Other Reuters' facilities and financial centres	Region D - All other Reuters' Geographies

Migration phase for country	Data Centre Locations	Major Reuters' facilities	Region A – Major financial centres and Full Tick IDN service access locations	Region B – Other key financial centres to Client Distribution	Region C – Other Reuters' facilities and financial centres	Region D - All other Reuters' Geographies

Back to Contents

Migration phase for country	Data Centre Locations	Major Reuters' facilities	Region A – Major financial centres and Full Tick IDN service access locations	Region B – Other key financial centres to Client Distribution	Region C – Other Reuters' facilities and financial centres	Region D - All other Reuters' Geographies

Back to Contents

Location	Category	Avail	Config	Gold category MTTR Sev 1	Gold category MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Silver categories MTTR Sev 1	Silver categories MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Bronze Categories MTTR Sev 1	Hrs Of Cover
Australia (Adelaide, Brisbane, Canberra, Melbourne,Newcastle, Perth, Sydney only)	*																				
Australia (all other locations)	*																				
Austria (Eisenstadt, St. Polten, Vienna only)	*																				
Austria (all other locations)	*																				
Belgium	*																				
Canada (Calgary,Cooksville, Edmonton, Halifax, Hamilton, Kingston, Kitchner, Monteal, Ottawa, Quebec, Toronto only)	*																				
Canada (all other locations)	*																				
Denmark (Copenhagen only)	*																				
Denmark (all other locations)	*																				
Finland	*																				
France (Paris only)	*																				
France (all other locations)	*																				

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Appendix A
(See next page)

Back to Contents

Appendix to Schedule 5 Part 2

Location	Category	Avail	Config	Gold category MTTR Sev 1	Gold category MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Silver categories MTTR Sev 1	Silver categories MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Bronze Categories MTTR Sev 1	Hrs Of Cover
Australia (Adelaide, Brisbane, Canberra, Melbourne,Newcastle, Perth, Sydney only)	*																				
Australia (all other locations)	*																				
Austria (Eisenstadt, St. Polten, Vienna only)	*																				
Austria (all other locations)	*																				
Belgium	*																				
Canada (Calgary,Cooksville, Edmonton, Halifax, Hamilton, Kingston, Kitchner, Monteal, Ottawa, Quebec, Toronto only)	*																				
Canada (all other locations)	*																				
Denmark (Copenhagen only)	*																				
Denmark (all other locations)	*																				
Finland	*																				
France (Paris only)	*																				

France (all other locations)	*

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Back to Contents

Location	Category	Avail	Config	Gold category MTTR Sev 1	Gold category MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Silver categories MTTR Sev 1	Silver categories MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Bronze Categories MTTR Sev 1	Hrs Of Cover
Germany	*																				
Gibraltar	*																				
Guernsey	*																				
Hong Kong	*																				
Ireland (Cork, Dublin, Shannon only)	*																				
Ireland (all other locations)	*																				
Isle of Man	*																				
Italy (Milan and Rome only)	*																				
Italy (all other locations)	*																				
Japan	*																				
Jersey	*																				
Luxembourg	*																				
Monaco	*																				

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[Back to Contents]

Location	Category	Avail	Config	Gold category MTTR Sev 1	Gold category MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Silver categories MTTR Sev 1	Silver categories MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Bronze Categories MTTR Sev 1	Hrs Of Cover
Netherlands (Amsterdam, Rotterdam only)	*																				
Netherlands (all other locations)	*																				
New Zealand (Auckland,Christ Church, Hamilton, Wellington only)	*																				
New Zealand (all other locations)	*																				
Norway (Oslo only)	*																				
Norway (all other locations)	*																				
Singapore **Spain** (Barcelona and Madrid only)	*																				
Spain (all other locations)	*																				
Sweden (Stockholm only)	*																				
Sweden (all other locations)	*																				
Switzerland	*																				
Taiwan	*																				

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Back to Contents

Location	Category	Avail	Config	Gold category MTTR Sev 1	Gold category MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Silver categories MTTR Sev 1	Silver categories MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Bronze Categories MTTR Sev 1	Hrs Of Cover
UK	*																				
USA	*																				
China (Beijing, Guangzhou Shanghai only)	*																				
China (all other locations)	*																				
Indonesia	*																				
Malaysia	*																				
Mexico	*																				
Portugal	*																				
South Korea	*																				
Venezuela	*																				
Argentina (Buenos Aires, Cordoba, La Plata, Mar del Plata, Mendoza, Rosario only)	*																				
Argentina (all other locations)	*																				

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Back to Contents

Location	Category	Avail	Config	Gold category MTTR Sev 1	Gold category MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Silver categories MTTR Sev 1	Silver categories MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Bronze Categories MTTR Sev 1	Hrs Of Cover
Bahamas	*																				
Bahrain	*																				
Belarus	*																				
Bermuda	*																				
Bosnia	*																				
Brazil	*																				
Bulgaria	*																				
Chile	*																				
Colombia	*																				
Croatia	*																				
Cyprus (Nicosia only)	*																				
Cyprus (all other locations)	*																				
Czech Republic	*																				

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Back to Contents

Location	Category	Avail	Config	Gold category MTTR Sev 1	Gold category MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Silver categories MTTR Sev 1	Silver categories MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Bronze Categories MTTR Sev 1	Hrs Of Cover
Ecuador	*																				
Egypt (Alexandria, Cairo, Heliopolos only)	*																				
Egypt (all other locations)	*																				
Estonia	*																				
Greece	*																				
Hungary (Budapest only)	*																				
Hungary (all other locations)	*																				
Iceland	*																				
India (Bangalore, Mumbai, Chennai, Delhi only)	*																				
India (Reuters Bangalore facility only)	*																				
India (all other locations)	*																				
Israel	*																				
Jordan	*																				

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Back to Contents

Location	Category	Avail	Config	Gold category MTTR Sev 1	Gold category MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Silver categories MTTR Sev 1	Silver categories MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Bronze Categories MTTR Sev 1	Hrs Of Cover
Kahzakstan	*																				
Kuwait	*																				
Latvia	*																				
Lebanon	*																				
Lithuania	*																				
Macao	*																				
Malta	*																				
Morocco	*																				
Oman	*																				
Peru	*																				
Philippines	*																				
Poland	*																				
Puerto Rico	*																				

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Back to Contents

Location	Category	Avail	Config	Gold category MTTR Sev 1	Gold category MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Silver categories MTTR Sev 1	Silver categories MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Bronze Categories MTTR Sev 1	Hrs Of Cover
Qatar	*																				
Romania	*																				
Russia (Moscow only)	*																				
Russia (St. Petersburg only)	*																				
Russia (all other locations)	*																				
Saudi	*																				
Serbia	*																				
Slovakia	*																				
Slovenia	*																				
South Africa	*																				
Thailand (Bangkok, Chieng Mai only)	*																				
Thailand (Reuters Bangkok facility only)	*																				
Thailand (all other locations)	*																				

* text has been redacted for confidentiality

Location	Category	Avail	Config	Gold category MTTR Sev 1	Gold category MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Silver categories MTTR Sev 1	Silver categories MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Bronze Categories MTTR Sev 1	Hrs Of Cover
Turkey (Ankara, Isanbul only)	*																				
Turkey (all other locations)	*																				
UAE	*																				
Ukraine	*																				
Uruguay	*																				
Vietnam	*																				
Albania	*																				
Algeria	*																				
Angola	*																				
Armenia	*																				
Azerbaijan	*																				
Bangladesh	*																				
Barbados	*																				

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Back to Contents

Location	Category	Avail	Config	Gold category MTTR Sev 1	Gold category MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Silver categories MTTR Sev 1	Silver categories MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Bronze Categories MTTR Sev 1	Hrs Of Cover
Botswana	*																				
Brunei	*																				
Cayman Islands	*																				
Ghana	*																				
Iran	*																				
Iraq	*																				
Ivory Coast	*																				
Kenya	*																				
Libya	*																				
Madagascar	*																				
Malawi	*																				
Mauritania	*																				
Mauritius	*																				

* text has been redacted for confidentiality

Back to Contents

Location	Category	Avail	Config	Gold category MTTR Sev 1	Gold category MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Silver categories MTTR Sev 1	Silver categories MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Bronze Categories MTTR Sev 1	Hrs Of Cover
Moldavia	*																				
Mongolia	*																				
Mozambique	*																				
Namibia	*																				
Nigeria	*																				
North Korea	*																				
Pakistan	*																				
Paraguay	*																				

* text has been redacted for confidentiality

[Back to Contents](#)

Location	Category	Avail	Config	Gold category MTTR Sev 1	Gold category MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Silver categories MTTR Sev 1	Silver categories MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Bronze Categories MTTR Sev 1	Hrs Of Cover
Senegal	*																				
Sri Lanka	*																				
Swaziland	*																				
Syria	*																				
Tanzania	*																				
Tunisia	*																				
Turkmenistan	*																				
Uganda	*																				
US and British Virgin Islands	*																				
Uzbekistan	*																				
Yemen	*																				
Zambia	*																				
Zimbabwe	*																				

* text has been redacted for confidentiality

Back to Contents

Location	Category	Avail	Config	Gold category MTTR Sev 1	Gold category MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Silver categories MTTR Sev 1	Silver categories MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Bronze Categories MTTR Sev 1	Hrs Of Cover

Back to Contents

Location	Category	Avail	Config	Gold category MTTR Sev 1	Gold category MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Silver categories MTTR Sev 1	Silver categories MTTR Sev 2	Category	Avail	Config	Category	Avail	Config	Bronze Categories MTTR Sev 1	Hrs Of Cover
Countries without Reuters Clients																					
Bolivia	*																				
Costa Rica	*																				
Cuba	*																				
Georgia	*																				
Guatemala	*																				
Netherlands Antilles	*																				
Panama	*																				

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Back to Contents

Migration phase for country	Data Centre Locations	Major Reuters' facilities	Region A – Major financial centres and Full Tick IDN service access locations	Region B – Other key financial centres to Client Distribution	Region C – Other Reuters' facilities and financial centres	Region D – All other Reuters' Geographies

Back to Contents

Migration phase for country	Data Centre Locations	Major Reuters' facilities	Region A – Major financial centres and Full Tick IDN service access locations	Region B – Other key financial centres to Client Distribution	Region C – Other Reuters' facilities and financial centres	Region D – All other Reuters' Geographies

Back to Contents

Migration phase for country	Data Centre Locations	Major Reuters' facilities	Region A – Major financial centres and Full Tick IDN service access locations	Region B – Other key financial centres to Client Distribution	Region C – Other Reuters' facilities and financial centres	Region D – All other Reuters' Geographies

Back to Contents

Migration phase for country	Data Centre Locations	Major Reuters' facilities	Region A – Major financial centres and Full Tick IDN service access locations	Region B – Other key financial centres to Client Distribution	Region C – Other Reuters' facilities and financial centres	Region D – All other Reuters' Geographies

Back to Contents

Migration phase for country	Data Centre Locations	Major Reuters' facilities	Region A – Major financial centres and Full Tick IDN service access locations	Region B – Other key financial centres to Client Distribution	Region C – Other Reuters' facilities and financial centres	Region D – All other Reuters' Geographies

Migration phase for country	Data Centre Locations	Major Reuters' facilities	Region A – Major financial centres and Full Tick IDN service access locations	Region B – Other key financial centres to Client Distribution	Region C – Other Reuters' facilities and financial centres	Region D – All other Reuters' Geographies

Migration phase for country	Data Centre Locations	Major Reuters' facilities	Region A – Major financial centres and Full Tick IDN service access locations	Region B – Other key financial centres to Client Distribution	Region C – Other Reuters' facilities and financial centres	Region D – All other Reuters' Geographies

Back to Contents

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Back to Contents

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Back to Contents

Migration phase for country	Data Centre Locations	Major Reuters' facilities	Region A – Major financial centres and Full Tick IDN service access locations	Region B – Other key financial centres to Client Distribution	Region C – Other Reuters' facilities and financial centres	Region D - All other Reuters' Geographies

Back to Contents

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Back to Contents

Migration phase for country	Data Centre Locations	Major Reuters' facilities	Region A – Major financial centres and Full Tick IDN service access locations	Region B – Other key financial centres to Client Distribution	Region C – Other Reuters' facilities and financial centres	Region D - All other Reuters' Geographies

Back to Contents

Migration phase for country	Data Centre Locations	Major Reuters' facilities	Region A – Major financial centres and Full Tick IDN service access locations	Region B – Other key financial centres to Client Distribution	Region C – Other Reuters' facilities and financial centres	Region D - All other Reuters' Geographies

Back to Contents

Migration phase for country	Data Centre Locations	Major Reuters' facilities	Region A – Major financial centres and Full Tick IDN service access locations	Region B – Other key financial centres to Client Distribution	Region C – Other Reuters' facilities and financial centres	Region D - All other Reuters' Geographies

Back to Contents

Schedule 6

Service Charges

1. Introduction and Definitions

1.1 This Schedule sets out the Service Charges for the Services throughout the term of the Agreement.

1.2 In this Schedule only the following terms shall have the following meanings:

"Core Network Services"	means the Services in respect of the Core Network;
"Discounted Prices"	*
"Dual Running Start Date"	means the later of: *
"DVB PoP Equipment"	means the satellite equipment and associated racks provided by Reuters at a BT DVB PoP;
"DVB PoP Support Services"	means the installation and support by BT of the DVB PoP Equipment;
"Euro Countries"	means, from time to time, those countries in which the euro has been adopted as the single currency (currently Belgium, Germany, Greece, Spain, France, Ireland, Italy, Luxembourg, the Netherlands, Austria, Portugal and Finland);
"Initial Amount"	*

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“Initial Pre-Migration Multiplier”	*
“Initial Undiscounted Price Book Value”	means the aggregate of the prices in the Price Books applied to the Starting Inventory as it exists at the Inventory Verification Date;
“Inventory Verification Date”	means the end of the calendar month in which the Parties agree the Starting Inventory in accordance with Clause 27.1;
“Labour Index”	means the labour index published by the Office for National Statistics at table 18.12 “Average earnings index: all employees: main industrial sectors” using the column headed “LNMT”, 'Service industries (Divisions 50-93) Seasonally adjusted”;
“Managed Tail Circuit Price Book”	means a price book for Connections in relation to which BT provides the relevant managed tail circuits from a DVB PoP as part of the Services;
“Minimum Revenue Guarantee”	*

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“MRG Year”	*
“Non-Price Book Services”	means the Existing Services identified as “Non-Price Book Services” in Part B of Appendix A to this Schedule (as may be amended by agreement between the Parties from time to time);
“Non-Tail Circuit Price Book”	means a price book for Connections in relation to which BT does not provide the relevant tail circuits as part of the Services;
“Post-Migration Multiplier”	*
“Pre-Migration Multiplier”	*
“Price Book Services”	*

* text has been redacted for confidentiality

Back to Contents

"price book" means a matrix of prices for a Connection (variously expressed in US dollars, pounds sterling and euro), determined by: (each a **"Price Book Parameter"**); *

"Price Book" means each of the With Tail Circuit Price Book, Non-Tail Circuit Price Book and Managed Tail Circuit Price Book (and "**Price Books**" shall be construed accordingly);

"Professional Services" means any work agreed by the Parties to be undertaken by BT from time to time in accordance with the man-day rates set out in paragraph 14;

"Undiscounted Price Book Value" means the aggregate of the prices in the Price Books applied to the Inventory; and

"With Tail Circuit Price Book" means a price book for Connections in relation to which BT provides the relevant tail circuits as part of the Services.

2. Agreement of Price Books

2.1 BT shall allocate the prices for Connections in the Price Books fairly and proportionately taking into account the Price Book Parameters for each Connection. To support the principles set out in Clause 8.7, BT will ensure that the Price Books are structured so as to incentivise the Reuters Group and its customers to mesh. In connection with this (but without limitation), the Parties will agree a suitable pricing mechanism (acting reasonably and in good faith) to recognise the aggregation of bandwidth for the purpose of calculating Service Charges for Connections of different Service Categories carried across the same physical circuit, subject to the capacity of that physical circuit.

2.2 As soon as reasonably practicable following the Signing Date (and in any event by the Closing Date, unless extended by agreement between the Parties in writing), BT (acting reasonably and in good faith) will prepare and provide to Reuters the Price Books (in such form and manner as the Parties may reasonably agree).

2.3 As soon as reasonably practicable following its receipt of the Price Books (and in any event within 20 Business Days, unless extended by agreement between the Parties in writing), Reuters shall review them. If, during that period, Reuters considers the Price Books do not comply with paragraph 0, it shall notify BT in writing and the Parties shall meet to discuss and agree the Price Books. For the avoidance of doubt, in the absence of such agreement either Party may escalate the matter in accordance with the

* text has been redacted for confidentiality

Back to Contents

Dispute Resolution Procedure. BT shall provide Reuters with such assistance (including access to the BT Personnel responsible for preparing the Price Books) as Reuters may reasonably require in order to review, understand and consider the Price Books during that period.

3. Price Book Charges until the Migration Due Date

3.1 Subject to paragraph 3.2, the Service Charges for the Price Book Services shall be calculated by applying the Discounted Prices to the Inventory.

Before the Inventory Verification Date

3.2 The Parties acknowledge and agree that the Starting Inventory and the aggregate Service Charges for the Non-Price Book Services will not be known until the Inventory Verification Date and that, accordingly, the Initial Pre-Migration Multiplier cannot be calculated with any accuracy until that date. *

Pre-Migration Multiplier

*

3.5 For the purposes of calculating the Undiscounted Price Book Value for any calendar month, pounds sterling and euro amounts will be translated into US dollar amounts using the WM/Reuters Closing Spot Rates as at the first day of that calendar month.

After the Inventory Verification Date

* text has been redacted for confidentiality

Back to Contents

Agreement of Service Categories

3.9 The Parties acknowledge and agree that the appropriate Service Category for existing Connections cannot always be ascertained prior to the migration of those Connections pursuant to the Migration Plan. Accordingly, in order to apply the Discounted Prices to existing Connections prior to the date on which those Connections are migrated pursuant to the Migration Plan, the Parties will (acting reasonably and in good faith) discuss and agree the appropriate Service Category for each such Connection as part of the agreement of the Price Books and the Starting Inventory. Following such agreement, each Service Category agreed for a Connection shall be deemed to be the Service Category for that Connection for the purposes of this Schedule 6 and the Starting Inventory and Inventory shall be amended accordingly.

4. Price Book Charges from the Migration Due Date

*

5. Application of Price Books

*

* text has been redacted for confidentiality

Back to Contents

6. Moves, Adds and Changes

6.1 The date on which an addition to, cancellation of or change to a Connection shall be deemed to have occurred shall be as follows:

(A) in respect of a new Connection (which, for the avoidance of doubt, shall not include a replacement Connection installed as part of the migration of an existing Connection pursuant to the Migration Plan), *

(B) (subject to paragraph 6.5) in respect of a cancelled Connection, the later of:

(i) * following the date on which BT receives notice from Reuters that it wishes to cancel that Connection; and

(ii) *

(C) in respect of a change to the bandwidth of a Connection, the later of;

(i) *; and

(ii) *

(D) *

6.2 For the purposes of this Schedule 6, any addition to, cancellation of or change to a Connection that occurs prior to the Migration Due Date shall be deemed to change the Inventory:

(A) if the addition to, cancellation of or change to a Connection occurred on or before the 15th (fifteenth) day of a calendar month, from the end of that calendar month; and

(B) if the addition to, cancellation of or change to a Connection occurred after the 15th (fifteenth) day of a calendar month, from the end of the subsequent calendar month.

* text has been redacted for confidentiality

Back to Contents

6.3 For the purposes of this Schedule 6, any addition to, cancellation of or change to a Connection from the Migration Due Date shall be deemed to change the Inventory from the end of the calendar month in which it occurred.

6.4 If at any time a Party reasonably considers that the other Party is manipulating the timing of changes to the Inventory resulting from any cancellations of, changes to, or additions to Connections, it may raise this matter at the next meeting of the Joint Management Council with a view to the Parties agreeing an appropriate adjustment to the dates on which changes to the Inventory are deemed to take effect in accordance with paragraph 6.1 to 6.3.

*

7. Changes to the Starting Inventory after the Inventory Verification Date

Inventory Correction Orders

7.1 If, following the Inventory Verification Date, either Party discovers a matter that it considers renders the Starting Inventory inaccurate (including, for the avoidance of doubt, a change to the Service Category for a Connection agreed pursuant to paragraph 3.6) it shall submit to the other Party a written notice identifying that matter and proposing the resulting change to the Inventory (an **"Inventory Correction Order"**). Within 10 Business Days of the other Party's receipt of that order, the other Party shall notify the Party who submitted the Inventory Correction Order that:

(A) it agrees with the Inventory Correction Order (and the Starting Inventory and the Inventory shall be deemed to have changed as determined by the Inventory Correction Order as at the date of such notice); or

(B) it disagrees with Inventory Correction Order (and, as soon as reasonably practicable following that notification, the Parties shall meet to discuss the Inventory Correction Order and agree any resulting change to the Starting Inventory and the Inventory in good faith).

If the Party receiving the Inventory Correction Order does not raise any objections to that Inventory Correction Order within 10 Business Days it shall be deemed to have been agreed.

7.2 As soon as reasonably practicable following the Signing Date, the Parties shall (acting reasonably and in good faith) agree the form of an Inventory Correction Order and establish guidelines for determining whether a matter can reasonably be considered to render the Starting Inventory inaccurate. For the avoidance of doubt, both Parties shall

* text has been redacted for confidentiality

Back to Contents

act reasonably and in good faith in submitting and considering Inventory Correction Orders and any dispute about whether a matter renders the Starting Inventory inaccurate shall be resolved pursuant to the Dispute Resolution Procedure.

Adjustment of Initial Pre-Migration Multiplier

7.3 The Initial Pre-Migration Multiplier shall be reviewed and, if paragraph 0 applies, recalculated at the end of every calendar quarter.

7.4 Where the aggregate net value of changes to the Service Charges for the Price Book Services resulting from changes to the Starting Inventory as a result of Inventory Correction Orders (the **"Net Inventory Value Change"**) equals or exceeds *, then the Initial Pre-Migration Multiplier shall be recalculated based on the Starting Inventory as adjusted by the aggregate Inventory Correction Orders agreed pursuant to paragraph 7.1 and the scale agreed by the Parties pursuant to paragraph 3.4 shall be amended accordingly. The Pre-Migration Multiplier shall be recalculated based on the amended Initial Pre-Migration Multiplier and the amended scale and shall apply to the Price Books from the start of the subsequent calendar quarter.

7.5 Any Inventory Correction Orders taken into account to recalculate the Initial Pre-Migration Multiplier in accordance with paragraph 7.4 shall not be included when calculating the Net Inventory Value Change for any subsequent period.

7.6 If at any time a Party reasonably considers that the net value or frequency of changes to the Service Charges for the Price Book Services resulting from changes to the Starting Inventory as a result of Inventory Correction Orders is excessive, it may raise this matter at the next meeting of the Joint Management Council.

8. Dual Running

8.1 In the event that the average period of time from the Dual Running Start Date to the date on which BT receives a Service Acceptance Notice in respect of all migrated Connections during the period from the Closing Date to the Migration Date (the **"Average Period"**) exceeds *, then Reuters shall pay to BT an amount equal to:

The average daily Services Charges for all replacement Connections made pursuant to the Migration Plan	X	The number of replacement Connections made pursuant to the Migration Plan	X	The number of days by which the Average Period *

8.2 For the avoidance of doubt, in the event that the Average Period *.

* text has been redacted for confidentiality

Back to Contents

8.3 For the purpose of calculating the average daily Service Charges for all replacement Connections made pursuant to the Migration Plan in accordance with paragraph 8.1, pounds sterling and euro amounts will be translated into US dollar amounts using the WM/Reuters Closing Spot Rates as at the Migration Due Date (and, in the case of an interim payment made pursuant to paragraph 8.6, the WM/Reuters Closing Spot Rates as at a date agreed by the Parties).

8.4 As soon as reasonably practicable following the Migration Date, BT shall notify Reuters in writing of the Average Period. In the event that Reuters raises any objections to that notice, the Parties shall meet to discuss and agree in good faith the amount of the payment due in accordance with paragraph 8.1 (such agreement not to be unreasonably withheld or delayed). *

8.5 BT shall, at the end of every calendar quarter until the Migration Date, notify Reuters in writing of the Average Period for that calendar quarter.

8.6 In the event that the Average Period is * during the period from the Closing Date to the Migration Date, *

9. Nash Services and the New Test Network

9.1 BT shall promptly issue Reuters with credit notes (which shall be applied against the subsequent invoice) in respect of any Service Charges that relate to:

(A) any Nash Services provided in the * following the Closing Date up to an aggregate price of * calculated by applying the Discounted Prices to all Connections that comprise the Nash Services;

*

10. Core Network
*

10.1 The Service Charges for the Core Network Services * MTCs) shall be *:

* text has been redacted for confidentiality

Back to Contents

11. Non-Price Book Services

11.1 As soon as reasonably practicable following the Signing Date, the Parties shall (acting reasonably and in good faith) discuss and agree the Service Charges for the Non-Price Book Services. For the avoidance of doubt, in discussing and agreeing such Service Charges, BT shall comply with the provisions of Clause 26.3.

11.2 * For the avoidance of doubt, any net additions to such vLAN switches shall be chargeable in accordance with the Service Charges agreed for the Non-Price Book Services pursuant to paragraph 11.1.
*

* text has been redacted for confidentiality

Back to Contents

13. DVB PoP Support Services

13.1 Subject always to the provisions of Clause 26.3, the Services Charges for the DVB PoP Support Services shall, for each individual site, be as follows (unless agreed otherwise by the Parties):

Roof Space Costs

Antenna Space - Roof space for each Antenna, including single fed 48V DC 4A protected power feed (or local equivalent power feed):
*

Installation and survey fees for roof space for each individual site, including rights of way, landlord permits, power cabling and ducts:
*

Internal Building Costs

Rental of building footprint for standard rack, including dual fed 240V AC 16A with IEC 309 single phase protected power feeds (or local equivalent rating) includes power consumption up to 900w / rack position:
*

Installation of footprint including power cabling and ducts:
*

Support Costs

Support for power cycling at the request of Reuters and connecting to the communication interfaces as required to provide the services (and other reasonable actions as may be agreed between the Parties from time to time) in respect of the DVB PoP Equipment:

On-site Remote Hands:
*

On Call Remote Hands:
*

13.2 The above rates for remote hand support are only valid for work undertaken in accordance with this Agreement and for the period up to the first anniversary of the Closing Date after which such rates will be subject to variation in accordance with the index set out in paragraph 18 (subject always to the provisions of Clause 26.3.

* text has been redacted for confidentiality

13.3 For the purposes of calculating the Service Charges in this paragraph 16, the above pounds sterling amounts will be translated (as applicable) into US dollar and euro amounts using the WM rates of exchange as at the Closing Date.

14. Professional Services

14.1 Subject always to the provisions of Clause 26.3, the following professional services man-day rates shall be applied to any work undertaken pursuant to this Agreement on a time and materials basis.

14.2 Table of man-day rates:

Grade	Daily Rate (£)
Project Director/Technical Director	*
Senior Project Manager/Technical Design Authority	*
Project Manager/Technical Designer	*
Customer Engineer	*

(A) For the purposes of this paragraph and paragraph 13, a “man-day” shall comprise the normal working hours of 9.00am to 5.00pm on a Business Day, a working time of 7 hours per day.

(B) Rates for work required on these days and outside the normal working hours are subject to specific approval by the Parties.

(C) No expenses for travel within the country in which the professional services are provided shall be chargeable in addition to the Service Charges for those professional services.

(D) The Parties shall agree the chargeable expenses prior to commencement of any commissioned work.

(E) The above man-day rates are only valid for work undertaken in accordance with this Agreement and for the period up to the first anniversary of the Closing Date after which the man-day rates will be subject to variation in accordance with the index set out in paragraph 18 (subject always to the provisions of Clause 26.3).

* text has been redacted for confidentiality

Back to Contents

15. Charges for Additional Services

15.1 Charges for Additional Services shall, save where expressly set out in this Agreement, be determined through the Change Control Procedure. BT shall invoice, and Reuters shall pay, the agreed charges for the Additional Services within 30 days of its receipt of the invoice (unless otherwise agreed by the Parties).

15.2 For the avoidance of doubt, the Service Charges payable in respect of the Satellite Services shall be those set out in Schedule 2 Part 2B (Satellite Services).

16. Service Credits and other Liquidated Damages

16.1 Where Service Credits are payable by BT to Reuters in accordance with Clause 28 (*Service Credits*) and Schedule 5 (*Service Levels and Credits*) such Service Credits shall be credited against the subsequent invoice for the Service Charges.

16.2 Where a Migration Surcharge is payable under this Agreement, it shall be added to the subsequent invoice for the Services Charge. Where a Migration LD is payable under this Agreement, it shall be credited against the subsequent invoice for the Service Charges.

17. Invoicing and Payment

Timing of Invoices

17.1 Prior to the Migration Due Date, BT shall procure that invoices in respect of the Service Charges for the Price Book Services shall be issued monthly in advance on the first day of each calendar month.

17.2 From the Migration Due Date, BT shall procure that invoices in respect of the Service Charges for the Price Book Services shall be issued on the 15^{th} (fifteenth) day of the calendar month to which those Services Charges relate.

17.3 The Parties shall (acting reasonably and in good faith) agree appropriate additional invoices or credit notes to address any underpayment or overpayment (as the case may be) of the Service Charges for the Price Book Services which may be caused by;

(A) the change to the date on which invoices are issued in accordance with this paragraph 17;

(B) the change to the date on which changes to the Inventory become effective in accordance with paragraph 6; and

(C) the implementation of the Post-Migration Multiplier,

in each case as a result of the Migration Due Date falling part way through a calendar month.

Currency of and parties to Invoices prior to the Inventory Verification Date

Back to Contents

17.4 Prior to the Inventory Verification Date BT shall procure that invoices in respect of the Service Charges for the Services shall be issued to Reuters Limited and shall be in US dollars.

17.5 BT shall procure that any invoice or credit note issued pursuant to paragraph 3.7 or 3.8 (as the case may be) shall be issued by the member of the BT Group and in the currency as set out in paragraph 17.3.

Currency of and parties to Invoices following the Inventory Verification Date

17.6 Following the Inventory Verification Date, BT shall procure that invoices in respect of the Service Charges for the Price Book Services, any DVB PoP Support Service and Professional Service shall be issued:

(A) in respect of Connections to Facilities or any DVB Support Services or Professional Services provided in the United States, to Reuters America LLC and shall be in US dollars;

(B) in respect of Connections to Facilities or any DVB Support Services or Professional Services provided in the United Kingdom (and the Isle of Man and the Channel Islands), to Reuters Limited and shall be in pounds sterling;

(C) in respect of Connections to Facilities or any DVB Support Services or Professional Services provided in Euro Countries, Switzerland, Norway, Sweden, Denmark and Iceland, to Reuters Limited and shall be in euros; and

(D) in respect of Connections to Facilities or any DVB Support Services or Professional Services provided in all other parts of the world, to Reuters Limited and shall be in US dollars.

17.7 Both before and after the Inventory Verification Date, BT shall procure that invoices in respect of the Service Charges for the Non-Price Book Services and the Core Network Services shall be issued to Reuters Limited and shall be in US dollars.

17.8 BT shall ensure that each invoice referred to in paragraphs 17.3 to 17.6 is issued by a member of the BT Group that properly incurs costs and normally conducts its business in the currency of that invoice and BT shall provide all information that Reuters may reasonably require in order to verify that this is the case.

17.9 Subject to paragraph 17.3, invoices for the Service Charges shall be in the form reasonably agreed between the Parties.

17.10 The Parties will work together to agree the most cost-effective form of invoicing for Additional Services taking into consideration paragraph 17.5 to 17.7 and any relevant tax or regulatory implication, provided that neither Party shall as a consequence be required to pay more, or receive less, than it would otherwise have done.

17.11 Conversion to pounds sterling of the VAT element of any invoice issued in the UK by BT or a member of the BT Group in other than pounds sterling shall be in accordance with the WM/Reuters Closing Spot Rate as at the date of the invoice.

Back to Contents

Payment of Invoices

17.12 Reuters shall pay, or shall procure the payment by the relevant members of the Reuters Group of, the Service Charges (less Service Credits) in cleared funds in accordance with the following terms:

(A) any invoice issued prior to the Migration Due Date for the Service Charges for the Price Book Services, * "banking day" shall mean a day on which banks are open for the transaction of normal banking business in the country in which the party in receipt of the invoice is located); and

(B) in all other cases (including, for the avoidance of doubt, any invoice issued following the Migration Date for the Services Charges for the Price Book Services * relevant member of the Reuters Group.

All such payments made to BT, other members of the BT Group and Third Party Service Providers shall be made by BACS payment (or as otherwise agreed by the Parties) to the account or accounts nominated by BT from time to time.

18. Indexing of Man-Day Rates

18.1 At the beginning of the second Contract Year and each subsequent Contract Year, all man-day and rates set out in paragraphs 13 and 14 shall be reviewed and determined in accordance with the following formula:

$$P1 = P \times \left(\frac{L2}{L1}\right)$$

where

P1 = the revised man-day rate;

P = the man-day rate immediately prior to the review date;

L2 = the average of the Labour Index for a period of 3 months. The index to be averaged shall be the index prevailing at the review date and the index for the two months immediately preceding the review date; and

L1 = the average of the Labour Index for a period of 3 months. The index to be averaged shall be the index prevailing twelve, thirteen and fourteen months prior to the review date.

18.2 Where the published Labour Index is stated to be a provisional figure or is subsequently amended, the figure to be applied shall be the figure that is ultimately confirmed or amended (as the case may be), unless otherwise agreed by the Parties.

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18.3 In the event that any changes occur to the basis of the Labour Index or the Office for National Statistics ceases to publish the Labour Index, the Parties shall agree a fair and reasonable adjustment to the relevant index or a revised formula (as the case may be) that in each case shall have substantially the same affect as that specified at paragraph 18.1.

Back to Contents

Appendix A
Existing Services

Part A
Price Book Services

*

Part B
Non-Price Book Services

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Back to Contents

Appendix B
Pre-Migration Multiplier

Part A

The Pre-Migration Multiplier for any calendar month shall depend on the Undiscounted Price Book Value as at the first day of that calendar month and shall be as follows:

*

Part B

An indicative scaling table is set out below:

Undiscounted Price Book Value US$M	Pre-Migration Multiplier	Undiscounted Price Book Value US$M	Pre-Migration Multiplier
*	*	*	*

* text has been redacted for confidentiality

Back to Contents

Schedule 9
Migration Dependencies

1. INTRODUCTION

Reuters shall procure achievement of the Migration Dependencies numbered 1 to 5 by the relevant dates shown and shall procure achievement of the sixth Migration Dependency throughout the period from the Closing Date until the Migration Date.

2. MIGRATION DEPENDENCIES

Migration Dependency No.	Due Date	Description
1.	The later of: (a) * after BT has complied with its obligation to provide * in respect of the Sites listed in * of Schedule 4 (*Migration Milestones*); (b) * after BT has complied with its obligation to provide the * as set out in paragraph * of Schedule 4 (*Migration Milestones*); and (c) *	Reuters shall place a Valid Order for at least one Connection at *, such Valid Orders to placed in respect of * immediately prior to the due date of this Migration Dependency. The Parties acknowledge that it is Reuters' intention to place a Valid Order for at least one Connection at no less than * in this period.
2.	The later of: (a) * after BT has complied with its obligation to provide the * in respect of the Sites listed in * of Schedule 4 (*Migration Milestones*); (b) * after BT has complied with its obligation to provide the * as set out in paragraph * of Schedule 4 (*Migration Milestones*); and (c) *	Reuters shall place a Valid Order for at least one Connection at no less than * Facilities in aggregate, such Valid Orders to be placed in respect of: (i) * (unless otherwise agreed between the Parties, such agreement not to be unreasonably withheld); and (ii) * in the period,

* text has been redacted for confidentiality

Back to Contents

Migration Dependency No.	Due Date	Description
		the period being from the due date of the previous Migration Dependency to the due date of this Migration Dependency. Reuters shall ensure that it has placed a Valid Order for not less than * legacy Connections.
3. A	The later of: (a) * after BT has complied with its obligation to provide the * in respect of the Sites listed in * of Schedule 4 (*Migration Milestones*); (b) * after BT has complied with its obligation to provide the * as set out in paragraph * of Schedule 4 (*Migration Milestones*); and	Reuters shall place a Valid Order for all Connections at the remaining Facilities covered by this Agreement * in aggregate, such Valid Orders to be placed in respect of: (i) * in the period (unless otherwise agreed between the Parties, such agreement not to be unreasonably withheld); and (ii) * in the period, the period being from the due date of the previous Migration Dependency to the due date of this Migration Dependency.
3. B	The later of: (a) * after BT has complied with its obligation to provide the * in respect of the Sites listed in * of Schedule 4 (*Migration Milestones*); (b) * after BT has complied with its obligation to provide * as set out in paragraph * of	Reuters shall place a Valid Order for all Connections at the remaining Facilities covered by this Agreement.

* text has been redacted for confidentiality

Back to Contents

Migration Dependency No.	Due Date	Description
	Schedule 4 (*Migration Milestones*); and (c) **provided that** where the number of remaining Facilities to which this Migration Dependency relates as at the due date for Migration Dependency * is greater than * the due date for this Migration Dependency shall be delayed by an additional Facilities. (By way of example,) *	
4. *	* after BT has complied with its obligation to provide the * as set out in paragraph * of Schedule 4 (*Migration Milestones*).	Reuters must ensure that the Integrated Data Network products which are being migrated to the New Services are capable of being provided over the test IP network provided by BT by the due date of this Migration Dependency.
5. *	* after BT has complied with its obligation to provide the * as set out in paragraph * of Schedule 4 (*Migration Milestones*).	Reuters must ensure that all other existing Reuters Customer Services which are being migrated to the New Services and which are to be provided over an IP network are capable of being provided over the test IP network provided by BT by the due date of this Migration Dependency.
6.	Throughout the period from the Closing Date until the Migration Date.	Reuters will procure its customers' consent to and reasonable cooperation with the Migration activities set out in the Migration Plan and, in particular, will procure that its customers allow BT

* text has been redacted for confidentiality

Back to Contents

Migration Dependency No.	Due Date	Description
		Personnel reasonable access on reasonable notice to their sites to allow BT Personnel to complete its Migration activities set out in the Migration Plan (provided that it shall not be unreasonable for Reuters customers to require that such access be granted outside the customer's normal working hours).

* For the avoidance of doubt the wording set out in 4 and 5 above is a Reuters' obligation.

2.2 Reuters shall, to the extent that the information is necessary for BT to fulfil the order, provide the following information to BT when placing an Order for a Connection at a Facility:

(A) address, post code (if such concept exists) and telephone number(s) for the Facility;

(B) a contact person for the Facility who is authorised to deal with matters with matters relating to Migration; and

(C) the Service Standards and Service Class information set out in paragraph 6.1 of Schedule 2 Part 1B in respect of that Connection.

2.3 Reuters acknowledges and agrees that for the purposes of the Migration Dependencies set out above, an order in respect of a Connection from a DVB PoP location to a Facility shall not be considered valid unless Reuters has first provided to BT at the relevant premises of a member of the BT Group or a Subcontractor any DVB PoP pre-configured infrastructure (together with all reasonably necessary instructions for installation and maintenance (where maintenance is required by Reuters)) necessary for Reuters to utilise that Connection for its customer. Notwithstanding the foregoing, an Order will be considered valid if the failure by Reuters to install all DVB PoP infrastructure necessary for BT to fulfil that Order is a result of BT's failure to comply with its obligations under Clause 9.6 to provide access to the relevant premises.

3. MIGRATION SURCHARGE

Subject to Clause 6.13, if Reuters fails to provide, deliver or complete (or procure the provision, delivery or completion of) a Migration Dependency numbered * , BT may charge Reuters a Migration Surcharge in accordance with the following table:

* text has been redacted for confidentiality

Back to Contents

Percentage of Dependency Failure	Surcharge
*	*

* text has been redacted for confidentiality

Back to Contents

Schedule 11

Relationship Management

This Relationship Management Schedule describes the management structures and key senior level meetings that will be used to govern the BT-Reuters relationship in respect of this Agreement. All other regular meetings will be as defined in the Customer Operations Manual. It also sets out the Key BT Personnel.

1. Relationship Management

The relationship shall be managed by a three level management model, consisting of the following. Each level of the model can refer issues to be considered by a higher level (lowest being level 1):

- **Level 1** - The Joint Network Services Steering Group

  Scope: the Steering Group will be responsible for day-to-day co-ordination of Service delivery and receipt and the detailed management and operation of the Agreement.

  Meetings: the members of the Steering Group will meet (either in person or by telephone) on a monthly basis or as otherwise agreed by the Parties. Additional meetings will be held as appropriate to resolve any issues arising or at the reasonable request of either Party.

  Lead members: the lead members of the Steering Group are set out in the following table. Subject to any other express provision in this Agreement to the contrary, the Parties may change their representatives in the Steering Group on reasonable notice to the other Party:

Reuters	**BT**
Keystone Project Lead	Head of Major Client Programmes
Head of Global Communications Group (GCG)	Client Director Reuters

  Lead members shall bring to meetings of the Steering Group such persons as might reasonably be thought to assist the discussions at that meeting (if applicable).

- **Level 2** - The Joint Executive Committee

  Scope: the Joint Executive Committee has responsibility for setting the direction of the relationship, determining joint strategy and planning, reviewing progress against the Migration Plan, Service Failures, other Service-related issues (including, without limitation, a pro-active approach to co-ordination and management by the Parties of issues that may affect this Agreement or the Parties to it arising out of changes to Applicable Legislation, governmental or regulatory requirements and corporate governance) and any exit arrangements and any other significant matters that may arise from time to time and as agreed between the Parties. In addition, it will consider and decide on matters and issues referred to it by the Joint Network Services Steering Group.

Back to Contents

Each Party shall raise at the Joint Executive Committee any issues which may impact on or otherwise relate to the Agreement. These shall include (without limitation):

(i) a proposed change to this Agreement (including the Schedules), including, without limitation, any proposed change to any of the Services, Service Levels or Service Charges;

(ii) the proposed introduction of any Additional Services;

(iii) any other proposed changes relating to this Agreement which affect or are likely to affect the Reuters Group costs base;

(iv) any proposed change relating to this Agreement which affects or is likely to affect the security or integrity of any technology systems or data of any member of the Reuters Group or any customer of the Reuters Group; and

(v) any proposed change to the manner of delivery of any of the Services which is reasonably likely to result in a Service Failure.

The Joint Executive Committee shall consider, in respect of each such issue raised by either Party, whether such issue shall be progressed as a Change through the Change Control Procedure (in accordance with Schedule 12), and if so agreed (each Party acting reasonably) then such issue will be progressed through the Change Control Procedure.

Meetings: the Committee will meet (either in person or by telephone) monthly (within five Business Days of the Joint Network Services Steering Group) or as otherwise agreed by the Parties. Additional meetings will be held as appropriate to resolve any issues arising or at the reasonable request of either Party.

First members: the first members of the Joint Executive Committee are set out in the following table. The Parties acknowledge that they may only change such members of the Joint Executive Committee in accordance with Clause 16 of the Agreement:

Reuters	BT
Global Head of Communications	President, Global Solutions
Keystone Project Lead	Client Director, Reuters

- **Level 3** - The Joint Management Council

The Parties shall appoint a Joint Management Council which shall be, as between the Parties, the final level of escalation for dispute resolution pursuant to Clause 18 (*Dispute Resolution*) of this Agreement. The Council shall meet as reasonably requested by the other Party. The first members of the Joint Management Council (which, subject to any other express provision in this Agreement to the contrary, the Parties may change on reasonable notice to the other Party) shall be:

Reuters	BT
CFO	CEO, BT Global Services
Global Head of Communications	President, Global Solutions

Back to Contents

2. Key BT Personnel

The following BT personnel:

- Neil Rogers;
- Tim Nottidge.

The following Radianz personnel:

- Ian McCabe;
- Peter Harris;
- Steven Saleh;
- Ahmet Davis;
- Keith England.

Back to Contents

Schedule 12
Contract Management

In this Schedule only, the following terms shall have the following meanings:

"**Contract Amendment Form**" means a form to be agreed between the Parties, a draft of which is set out in Part 4 of this Schedule;

"**Contract Change Request Form**" means a form to be agreed between the Parties, a draft of which is set out in Part 3 of this Schedule; and

"Order Process" means the process, agreed between the Parties in accordance with Part 2 of this Schedule, for processing Orders.

1. **Introduction**

1.1 The purpose of this Part of Schedule 12 is to provide the Parties with manageable procedures which can be followed when:

a) submitting, reviewing, agreeing and/or implementing a Change, and

b) submitting, approving and processing an Order.

Part 1
(Change Control Procedure)

1 Authority

1.1 Either Party may request a Change. A Request for a Change shall be directed to the following BT Authority or Reuters Authority (as applicable) in respect of the applicable category of Change:

BT Authority	**Reuters Authority**
Guy Spelman	Bill Fathers

2. **General**

2.1 Both Parties shall act reasonably and in good faith in progressing and implementing the Change Control Procedure set out in this Schedule.

2.2 Subject to paragraph 4, each Party shall be liable for its own costs in connection with progressing and agreeing the terms of a Change through the Change Control Procedure.

2.3 Until a Change is agreed between the Parties in accordance with this Schedule, BT shall, or shall procure that each member of the BT Group and its Subcontractors shall:

2.3.1 continue to provide the Services as if the request had not been made; and

2.3.2 be liable for any expense incurred by it if it carries out a Change without approval of Reuters in respect of that Change.

2.4 For the avoidance of doubt, any approval given by Reuters in respect of a Change shall not in any way absolve either Party of any obligation under this Agreement (as amended by the relevant Contract Amendment Form).

2.5 In the event that the Parties are unable to resolve any dispute arising under the Change Control Procedure (including, without limitation, in respect of any timeframe or costs following discussions pursuant to paragraph 7 or the detail and contents of a Contract Amendment Form), such dispute may be escalated by either Party in accordance with Clause 18 (*Dispute Resolution*) of this Agreement.

3. **Reuters Request for a Change**

3.1 Where Reuters requests a Change, Reuters shall provide to BT a completed Change Request Form containing:

3.1.1 the reason for the relevant Change; and

3.1.2 such reasonable details of the relevant Change so as to enable BT to consider the Change request and to complete a Contract Amendment Form.

3.2 The relevant BT Authority shall acknowledge receipt of the Change Request Form in writing and advise Reuters of the reference number assigned by BT in respect of that Change request within one (1) Business Day of receipt.

3.3 Subject to paragraphs 4 (*High Complexity Change Requests*) and 8 (*Priority Change Requests)*, BT shall complete and sign a proposed Contract Amendment Form in response to a Change Request Form received from Reuters and send it to Reuters within ten (10) Business Days of receipt of that Change Request Form, or such longer period in accordance with paragraph 3.4.

3.4 Reuters will respond promptly to BT's requests for information reasonably required for BT to complete a Contract Amendment Form. To the extent BT is unable to complete a proposed Contract Amendment Form within the timeframe referred to in paragraph 3.3 as a result of a lack of information that is in Reuters' possession or control and that it has requested from Reuters, then such timeframe shall be extended to include a reasonable period after such information is provided by Reuters.

4. **High Complexity Change Requests**

4.1 Where a request for a Change by Reuters is in BT's reasonable opinion of a highly complex nature and BT will incur costs in deploying additional resources to research and assess the Change, BT shall notify Reuters in writing within five (5) Business Days of receipt of the Change Request Form of:

4.1.1 its likely direct and reasonable charges in preparing the Contract Amendment Form (calculated in accordance with the rate card in Schedule 6 unless agreed otherwise);

4.1.2 where, in its reasonable opinion, the time required to prepare the Contract Amendment Form is likely to be longer than ten (10) Business Days from receipt of that Change Request Form, the date on which the Contract Amendment Form will be delivered, provided that such period shall be no longer than is reasonably required taking into account the complexity of the requested Change,

(a "**Complexity Response**").

Back to Contents

4.2 Within ten (10) working days of receipt by Reuters of a Complexity Response, Reuters shall:

4.2.1 notify BT in writing that it should proceed with the preparation of the Contract Amendment Form in accordance with the terms of the Complexity Response;

4.2.2 notify BT that it wishes to discuss in good faith the terms of the Complexity Response with a view to agreeing the same (and, promptly following such notification, the Parties shall meet to discuss the same in good faith); or

4.2.3 withdraw the Change Request Form.

4.3 Save where Reuters has withdrawn the Change Request Form, BT shall complete and sign a proposed Contract Amendment Form in response to a Change Request Form received from Reuters and send it to Reuters within the period set out in the Complexity Response or (where the Parties have agreed a different period in accordance with paragraph 4.2.2) by such other date as the Parties have agreed.

4.4 Subject to receipt of a valid invoice from BT, Reuters shall reimburse BT for its direct and reasonable charges (calculated in accordance with the rate card in Schedule 6 unless agreed otherwise) properly incurred in the preparation of the Contract Amendment Form referred to in paragraph 4.3, subject to a maximum amount as set out in the Complexity Response or (where the Parties have agreed a different cap on costs in accordance with paragraph 4.2.2) subject to such maximum as the Parties have agreed. BT shall use reasonable endeavours to keep such charges to a minimum.

5. **BT Request for a Change**

5.1 Where BT requests a Change, BT shall complete, sign and provide to Reuters a proposed Contract Amendment Form containing:

5.1.1 the reason for the relevant Change; and

5.1.2 all other information required to be included by paragraph 6.

6. **Contract Amendment Forms**

6.1 All Contract Amendment Forms completed by BT will be based upon the Change Request Form and will be accompanied by such additional information relating to the implementation and effect of the Change reasonably required for the Reuters Authority to understand the requested Change. Such information will include:

6.1.1 a timetable for implementation of the Change;

6.1.2 any proposed change to the Initial Charges, Additional Charges or the New Service Charges or the mechanism for charging for the same;

6.1.3 a list of deliverables, obligations or resources required for implementing the Change;

6.1.4 the date of expiry or validity for the Contract Amendment Form;

6.1.5 any relevant acceptance or test criteria and the proposed test plan; and

6.1.6 an impact analysis of the Change,

(an “**Impact Assessment**”).

6.2 The Impact Assessment will, where applicable, provide details of the impact of the Change on the following:

6.2.1 scope of the Agreement;

6.2.2 the proposed transition from the Existing Services to the New Services;

6.2.3 cost or amount, quality, functionality and timing with respect to any Services provided under this Agreement;

6.2.4 Service Levels;

6.2.5 the security or integrity of any Reuters Group systems and/or data;

6.2.6 the security or integrity of any of the Connections or of the Platinum Service Standard;

6.2.7 delivery dates including any of the Migration Milestones;

6.2.8 network capacity;

6.2.9 third party agreements;

6.2.10 related systems and services;

6.2.11 functionality of any part of the BT Group's networks; and

6.2.12 any other matter reasonably requested by Reuters or reasonably considered by BT to be relevant.

7. Discussion and agreement of Contract Amendment Forms

7.1 Within ten (10) working days after receipt from BT of the Contract Amendment Form and any additional information reasonably requested by Reuters, Reuters shall indicate its approval or otherwise of the Contract Amendment Form.

7.2 If Reuters does not approve the Contract Amendment Form, the Parties shall endeavour (acting reasonably and in good faith) to reach agreement on any changes required to the Contract Amendment Form to make it acceptable to both Parties. In the course of those endeavours BT shall provide to Reuters such additional information as Reuters may reasonably require in order to better understand and assess the Contract Amendment Form.

7.3 Where a proposed Change is required by Applicable Legislation, although the terms of the Contract Amendment Form may be discussed in accordance with this Schedule, the Parties agree that the Change must ultimately be made. Accordingly each Party shall act reasonably when discussing the Contract Amendment Form, giving particular consideration to the required timing of the Change.

7.4 If a proposed Contract Amendment Form is not accepted within thirty (30) Business Days (or any longer time specified by BT) of receipt of such form by Reuters, BT may withdraw the Contract Amendment Form, provided that discussions under paragraph 7.2 are not continuing.

7.5 Upon the Contract Amendment Form being executed by both Parties:

7.5.1 the Agreement will be taken to have been amended in accordance with the Contract Amendment Form;

7.5.2 each Party shall fulfil its obligations in accordance with the Agreement (as amended by the Contract Amendment Form) and the Contract Amendment Form to implement the Change.

7.6 A Contract Amendment Form in respect of a Change to the Agreement or any of its Schedules which has been agreed and validly executed by (in respect of BT) Neil Rogers and (in respect of Reuters) Barry Woodward, or in each case their replacement, shall be a valid amendment in accordance with Clause 42.1.

8. **Priority Change Requests**

8.1 Either Party may identify (in writing, as part of the original Change Request/Contract Amendment Form, as applicable, or otherwise) a Change as a high priority Change:

8.1.1 relating to a Service;

8.1.2 relating to the security or integrity of any Reuters Group systems and/or data or any systems or data of a Reuters Group customer;

8.1.3 relating to the security or integrity of any of the Connections or of the Platinum Category of Service; or

8.1.4 required to be made by Applicable Legislation or to ensure that the Services comply with Applicable Legislation,

(a “**Priority Change**”).

8.2 Each Party shall act reasonably and in good faith with a view to progressing Priority Changes through the Change Control Procedure in a timely manner taking into account the urgency of the requested Change.

8.3 Without prejudice to the generality of paragraph 8.2, the Parties may agree the terms for the implementation of a Priority Change through the oral agreement of the Reuters Representative and the BT Representative, provided that such agreement is confirmed in writing as soon as reasonably practicable thereafter.

9. **Documentation**

9.1 BT shall keep and maintain detailed historical records of all Changes and executed Contract Amendment Forms and their current status.

9.2 On Reuters’ reasonable request (no more than once in any Contract Year), BT shall provide access to such historical records.

Back to Contents

Part 2
(**Order Process**)

1. **Order Process**

1.1 Prior to the Closing Date, the Parties shall (acting reasonably and in good faith) agree the Order Process (including related forms). Thereafter, on an ongoing basis, the Parties shall (acting reasonably and in good faith) agree any developments and modifications to the Order Process as may be required.

1.2 Orders placed by Reuters to BT in respect of the Services under this Agreement shall be made in accordance with the Order Process. Unless otherwise agreed in writing, an order in respect of the Services shall only be valid if processed in accordance with such Order Process.

2. **Online Order Process**

2.1 The Parties shall work together (acting reasonably and in good faith) to implement a fully online order process in respect of Orders placed by Reuters to BT under this Agreement as soon as reasonably practicable and, in any case, no later than 12 months after the Closing Date.

2.2 BT shall consult with Reuters in good faith prior to the implementation of such online order process and shall take into consideration Reuters' reasonable requirements in the implementation of such process.

2.3 Without prejudice to paragraphs 2.1 and 2.2, the Parties agree that changes to the Order Process (including, for the avoidance of doubt, changes required for the implementation of an online order process) shall be subject to the Change Control Procedure.

3. **Documentation**

3.1 BT shall keep and maintain an Order Process database containing detailed records of all Order Process Changes, executed Order Process Acknowledgement Forms and their current status.

Back to Contents

PART 3

CONTRACT CHANGE REQUEST FORM

Change Request	**Change Reference Number:**
Title:	
Originator:	
Date of Initiation:	
Details of Proposed Change	
(To include reason for change and appropriate details/specifications. Identify any attachments as A1, A2, A3 etc.)	
Authorised by Reuters	Date:
Name:	
Signature:	
Received by BT	Date:
Name:	
Signature:	

Back to Contents

PART 4

CONTRACT AMENDMENT FORM

This amendment confirms that the Agreement dated , between British Telecommunications plc whose registered office is at 81 Newgate Street, London, EC1A 7AJ and Reuters Limited whose registered office is at 85 Fleet Street, London, EC4P 4AJ is hereby amended as follows:

Contract Amendment Form	**Change Reference Number:**
Date of Amendment:	**Customer Contract Number:**
Details of Proposed Change (including commencement date)	
Note: This amendment is not valid unless signed by both BT and Reuters.	
	[VALUE OF THIS AMENDMENT]:
ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED	
SIGNED ON BEHALF OF: BT __________ Signature __________ Name __________ Title __________ Date	SIGNED ON BEHALF OF: Reuters __________ Signature __________ Name __________ Title __________ Date

Back to Contents

Schedule 13
Employees

1. Employment Provisions

1.1 Indemnities

1.1.1 Reuters will indemnify BT and keep BT indemnified against any Employment Losses which relate to or arise out of or are connected with any act or omission by Reuters or any member of the Radianz Group or any event, matter or other occurrence having its origin prior to the Closing Date and which BT incurs in relation to the contract of employment or collective agreement of one or more of the Employees pursuant to the European Regulations and/or in respect of this Agreement.

1.1.2 BT will indemnify Reuters and keep Reuters indemnified against any Employment Losses which relate to or arise out of or are connected with any act or omission by BT, the BT Group, and the Radianz Group or any event, matter or other occurrence having its origin on or after the Closing Date and which Reuters incurs in relation to the contract of employment or collective agreement of one or more of the Employees pursuant to the European Regulations and/or in respect of this Agreement.

1.1.3 Subject to clauses 1.1.9 and save to the extent expressly agreed between Reuters and BT, if any contract of employment of any person other than an Employee or a FTE Employee or a Reuters Based Employee or an IME/Editorial Employee or any collective agreement not disclosed in writing to BT shall have effect as if originally made between BT or any member of the Radianz Group and any such person ("**Undisclosed Employee**") or a trade union or other body that represents employees as a result of the provisions of the European Regulations and/or this Agreement (without prejudice to any other rights or remedies which may be available to BT or any member of the Radianz Group):

(i) BT or the member of the Radianz Group, as the case may be, may upon becoming aware of the application of the European Regulations and/or this Agreement to any such contract of employment or collective agreement, terminate such contract or agreement after giving Reuters a reasonable opportunity to redeploy those Undisclosed Employees within the Reuters Group provided always that BT seeks to fully mitigate the costs and liabilities of such terminations; and

(ii) Reuters shall indemnify BT and the member of Radianz Group and keep BT and the member of the Radianz Group indemnified against all Employment Losses relating to or arising out of such termination and reimburse BT or the member of the Radianz Group for all costs and expenses (including, without limitation, any liability for failure to provide information to and/or consult with the Undisclosed Employee(s) or Employee Bodies representing such employees, whether under the European Regulations or otherwise, and any Taxation) incurred in employing such Undisclosed Employee on or after the Closing Date; and

(iii) Reuters shall indemnify BT and the member of the Radianz Group and keep BT and the member of the Radianz Group indemnified against any Employment Losses which relate to, arise out of or are connected with any act or omission by Reuters or any member of the Radianz Group or any event,

Back to Contents

matter or any other occurrence having its origin prior to the Closing Date and which BT or any member of the Radianz Group incurs in relation to any contract of employment or collective agreement of any Undisclosed Employee pursuant to the European Regulations and/or in respect of this Agreement.

1.1.4 Subject to clause 1.1.9 and save to the extent expressly agreed between Reuters and BT, if any contract of employment or collective agreement of any FTE Employee shall have effect as if originally made between BT or any member of the Radianz Group and any such FTE Employee as a result of the provisions of the European Regulations and/or this Agreement (without prejudice to any other rights or remedies which may be available to BT or any member of the Radianz Group):

(i) BT or the member of the Radianz Group, as the case may be, may upon becoming aware of the application of the European Regulations and/or this Agreement to any such contract of employment or collective agreement, terminate such contract after giving Reuters a reasonable opportunity to redeploy those FTE Employees within the Reuters Group provided always that BT seeks to fully mitigate the costs and liabilities of such terminations; and

(ii) Reuters shall indemnify BT and the member of Radianz Group and keep BT and the member of the Radianz Group indemnified against all Employment Losses relating to or arising out of such termination and reimburse BT or the member of the Radianz Group for all costs and expenses (including, without limitation, any liability for failure to provide information to and/or consult with the Undisclosed Employee(s) or Employee Bodies representing such employees, whether under the European Regulations or otherwise, and any Taxation) incurred in employing such FTE Employees on or after the Closing Date; and

(iii) Reuters shall indemnify BT and the member of the Radianz Group and keep BT and the member of the Radianz Group indemnified against any Employment Losses which relate to, arise out of or are connected with any act or omission by Reuters or any member of the Radianz Group or any event, matter or any other occurrence having its origin prior to the Closing Date and which BT or any member of the Radianz Group incurs in relation to any contract of employment or collective agreement in respect of any FTE Employee pursuant to the European Regulations and/or in respect of this Agreement.

(iv) Provided that the indemnities in this paragraph 1.1.4 of this Schedule 14 shall only apply for those FTE Employees who BT notify to Reuters in writing prior to 14 December 2005 (and BT will use its reasonable endeavours to procure any notification before that date) that BT or a member of the Radianz Group do not want to retain as an employee of BT or a member of the Radianz Group (as applicable).

(v) For the avoidance of doubt, Reuters and BT accept and agree that they shall work together in good faith in order to establish and agree the identity of each of the FTE Employees as soon as possible following the Signing Date.

1.1.5 Reuters shall indemnify BT and any member of the Radianz Group and keep BT and any member of the Radianz Group indemnified against all Employment Losses which relate to or arise out of any dismissal by Reuters or any members of the Radianz Group of any employee (not being an Employee) and which BT or any member of the

Back to Contents

Radianz Group may incur pursuant to the provisions of the European Regulations and/or this Agreement.

1.1.6 Reuters and BT have agreed that:

(i) Liability for providing the IME/Editorial Services will, under to the terms of this Agreement, be assumed by BT or a member of the Radianz Group from the Closing Date and the effect of such agreement is that employment of the IME/Editorial Employees will, pursuant to the European Regulations, transfer to BT or a member of the Radianz Group with effect from the Closing Date. Reuters shall indemnify BT and each member of the Radianz Group and keep BT and each member of the Radianz Group indemnified against any Employment Losses which relate to, arise out of or are connected with any act or omission by Reuters or any member of the Reuters Group or any event, matter or any other occurrence having its origin prior to the Closing Date (including, without limitation, any failure to provide information to and/or consult with the IME/Editorial Employee(s) or Employee Bodies representing such employee(s), whether under the European Regulations or otherwise, and any Taxation)and which BT or any member of the Radianz Group incurs in relation to any contract of employment of or collective agreement in respect of any IME/Editorial Employee pursuant to the European Regulations and/or in respect of this Agreement.

(ii) In the event that the European Regulations do not operate to transfer to BT or any member of the Radianz Group the employment of any of the IME/Editorial Employees with effect from the Closing Date, BT or the relevant member of the Radianz Group shall, within 3 months of the Closing Date, offer employment to the relevant IME/Editorial Employees on the same terms and conditions of employment as they were employed immediately prior to the Closing Date (the "**Initial Offer**"). Reuters undertake to comply with the requests of and to assist BT or the relevant member of the Radianz Group with this process of the making offers of employment to the relevant IME/Editorial Employees (such assistance to include, for the avoidance of doubt, in circumstances where the offers of employment are not accepted, (subject to Applicable Laws and the contracts of employment of the IME/Editorial Employees) Reuters using their reasonable endeavours to arrange for the secondment of the IME/Editorial Employees for a period of at least 6 months following the Closing Date). Where an Initial Offer has been made in accordance with the provisions of this paragraph 1.1.6(ii) and has been rejected by an IME/Editorial Employee, BT and the members of the Radianz Group undertake not to employ or make any further offer of employment to such IME/Editorial Employee within 12 months of the Closing Date.

(iii) If BT notifies Reuters in writing prior to 14 December 2005 (and BT will use its reasonable endeavours to procure any notification before that date) that BT or any member of the BT Group do not want to retain as an employee of BT or any member of the BT Group (as applicable) any IME/Editorial Employees which have transferred to them pursuant to paragraph 1.1.6(i), Reuters shall indemnify BT and each member of the Radianz Group and keep BT and each member of the Radianz Group indemnified against any costs which relate to, arise out of or are connected with the termination of those employees by BT or

Back to Contents

any member of the BT Group provided always that BT seeks to fully mitigate the costs and liabilities of such terminations.

1.1.7 Reuters shall as soon as reasonably practicable after the Signing Date notify BT which of the Reuters Based Employees work in the Services. Further, for the avoidance of doubt, Reuters and BT accept and agree that they shall work together in good faith in order to establish and agree the identity of each of the Reuters Based Employees as soon as possible following the Signing Date.

1.1.8 Reuters shall indemnify BT and any member of the Radianz Group and keep BT and any member of the Radianz Group indemnified against all Employment Losses, whether arising before or after the Closing Date other than costs of employing those Reuters Based Employees which have not already been paid prior to the Closing Date, which relate to any Reuters Based Employees incurred by BT or any member of the Radianz Group, provided that, if Reuters has complied with paragraph 1.1.7 of this Schedule 13 the indemnity in this paragraph 1.1.8 of this Schedule 14 shall only apply for those Reuters Based Employees who BT notify to Reuters in writing prior to 14 December 2005 (and will use its reasonable endeavours to procure that notification before that date) that BT or a member of the Radianz Group do not want to retain as an employee of BT or a member of the Radianz Group (as applicable).

1.1.9 If BT or any member of the Radianz Group dismisses any Employee, Undisclosed Employee, IME/Editorial Employee, FTE Employee or Reuters Based Employee pursuant to this paragraph 1 of this Schedule 13 and subsequently within 12 months of the date of dismissal BT or any member of the Radianz Group or any member of the BT Group employs that Employee, Undisclosed Employee, IME/Editorial Employee, FTE Employee or Reuters Based Employee, as the case may be, the corresponding indemnities provided by Reuters contained in this Schedule 14 in relation to that Employee, Undisclosed Employee, IME/Editorial Employee, FTE Employee or Reuters Based Employee will not be valid and will have no effect and if any payment has been made by Reuters under any of those indemnities contained in this Schedule 13, BT will repay that amount in full to Reuters.

2 Transfer of Services Employees Upon Termination

2.1 European Regulations

2.1.1 Reuters and BT accept and agree that the European Regulations may apply as a result of the termination (howsoever arising) or variation of all or part of the Services under this Agreement. Accordingly, the contract of employment of any employee of BT engaged in the provision of the Services (a "**Services Employee**") may have effect on the Termination Date as if originally made between such employee and Reuters or a Replacement Service Provider.

2.1.2 BT shall be responsible for all wages, salaries, emoluments and any other amounts due or accruing and Taxation payable in respect of the Services Employees from the Closing Date up to the Termination Date and will discharge all such obligations in respect of the Services Employees in respect of the period commencing on the Closing Date and ending on the Termination Date.

Back to Contents

2.2 Indemnities

2.2.1 In the event that the European Regulations do apply as a result of the termination (howsoever arising) or variation of all or part of the Services under this Agreement and accordingly, the contract of employment of any Services Employee has effect on the Termination Date as if originally made between such Services Employee and Reuters or a Replacement Service Provider:

(i) Reuters (or the Replacement Service Provider) may, upon becoming aware of the application of the European Regulations and/or this Agreement to any such contract of employment or collective agreement, terminate such contract or agreement after giving BT or the relevant member of the Radianz Group the opportunity to redeploy such Services Employee within BT or the Radianz Group, provided always that such terminations take place within 3 months of the Termination Date and provided always that Reuters seeks to fully mitigate the cost and liabilities of such terminations; and

(ii) BT shall indemnify Reuters or the Replacement Service Provider (as the case may be) and keep Reuters or the Replacement Service Provider, as the case may be, indemnified against any Employment Losses relating to or arising out of such termination.

2.2.2 If Reuters or any member of the Reuters Group dismisses any Services Employee, pursuant to this paragraph 2 of this Schedule 13 and subsequently within 12 months of the date of dismissal Reuters or any member of the Reuters Group employs that Services Employee the indemnity provided by BT contained in paragraph 2.2.1 of this Schedule 14 in relation to that Services Employee will not be valid and will have no effect and if any payment has been made by BT under that indemnity, Reuters will repay that amount in full to BT.

2.2.3 In the event that the European Regulations do apply in accordance with paragraph 2.2.1 above, Reuters shall indemnify BT and keep BT indemnified against any Employment Losses in respect of the employment (but for the avoidance of doubt excluding any termination costs) by Reuters or any Replacement Service Provider of the Services Employees on or after the Termination Date and which BT incurs in relation to any contract of employment.

2.2.4 In the event that the European Regulations do apply in accordance with paragraph 2.2.1, Reuters shall use its reasonable endeavours to procure an indemnity from any Replacement Service Provider in favour of BT against any Employment Losses in respect of the employment (but for the avoidance of doubt excluding any termination costs) by a Replacement Service Provider of the Services Employees on or after the Termination Date and which BT incurs in relation to any contract of employment or collective agreement.

2.3 Assistance and Information

2.3.1 If either party terminates or materially varies all or part of the Services under this Agreement (howsoever arising), then BT shall provide all reasonable assistance to Reuters and (at Reuters' direction) to a Replacement Service Provider (if appropriate) in relation to the potential transfer of the contract of employment of any Services Employee. This assistance shall include (but not be limited to) the following:

Back to Contents

- delivery to Reuters of any Relevant Employee Data within 28 days of a written request for such information; and

- co-operation in good faith with Reuters and/or to a Replacement Service Provider to determine which (if any) employees of BT will transfer to Reuters or to a Replacement Service Provider; and

- not knowingly taking any steps or omitting to take any steps that would have the effect of preventing, hindering or restricting the transfer of any employment relationship of any Services Employee to Reuters or to a Replacement Services Provider.

2.3.2 Subject to any constraints imposed by law, Reuters shall be entitled to use the Relevant Employee Data in relation to any negotiations, discussions or other communications with a Replacement Service Provider.

3 Failure to consult

3.1.1 Subject to clause 3.1.2 of this Schedule, where one party (the "**Transferor**") is required to indemnify another party (the "**Transferee**") in respect of the Transferor's failure to consult with employees or any Employee Body pursuant to the European Regulations or any other legal requirement in any jurisdiction, nothing in this Agreement will require the Transferor to indemnify the Transferee where the failure to consult arises as a consequence of the Transferee's failure to provide (or delay in providing) information to the Transferor to permit it to undertake such consultation as required by such law(s).

3.1.2 Clause 3.1.1 will not apply to indemnities covering liabilities for failure to consult arising in respect of Undisclosed Employees or Undisclosed Services Employees.

4 Conduct of Claims

If one party (the "**Claiming Party**") becomes aware of any matter that may give rise to a claim against the other under the provisions of clauses 1 or 2 of this Schedule 14 the following provisions shall apply:

4.1.1 the Claiming Party shall give notice of such matter or claim as soon as reasonably practicable and in any event within 14 days of becoming aware of such matter or claim.

4.1.2 the other party agrees that:

(i) no admission of liability shall be made by or on behalf of the Claiming Party and the claim shall not be compromised, disposed of or settled without the consent of the other party (such consent not to be unreasonably withheld or delayed);

(ii) the other party shall be entitled at its own expense and in its absolute discretion to take such action as it shall deem necessary to avoid, dispute, deny, defend, resist, appeal, compromise or contest such claim or liability (including, without limitation, making counterclaims or other claims against third parties) in the name of and on behalf of the Claiming Party and to have the conduct of any related proceedings, negotiations or appeals.

4.1.3 The Claiming Party shall at its own expense give to the other as soon as practicable all cooperation and assistance and information as may be reasonably required.

5 Third Party Rights

Despite anything else to the contrary in this Agreement, where one party has given an indemnity under this Schedule for the benefit of another person who is not a party to the Agreement (the "**non-party**"), any such indemnity cannot be enforced by non-party unless they are a Replacement Service Provider.

6 Definitions

For the purposes of this provision the terms "contract of employment" and "collective agreement" shall have the same meanings respectively as in the Transfer Provisions.

BT Group means all or any of the following from time to time: BT, its subsidiaries and subsidiary undertakings and any parent undertaking of BT, and all other subsidiaries and subsidiary undertakings of any parent undertaking of BT and "member of the BT Group" shall be construed accordingly.

Closing Date means the Closing Date as that term is defined in the Share Purchase Agreement.

Employee Body means any employee representative body with which any person is obliged to consult pursuant to the European Regulations.

Employment Losses means any and all losses, liabilities, costs (including but not limited to, the costs of reasonable legal and other expert advice), charges and expenses arising out of or connected with employment or the employment relationship (or the termination thereof), including those arising out of any actions, proceedings, claims, and demands but excluding any indirect or consequential losses.

FTE Employees means those individuals employed in the Reuters Group who are wholly or mainly assigned to the provision of services to the Radianz Group and whose employment may therefore transfer to a member of the Radianz Group by operation of the European Regulations or otherwise.

IME/Editorial Employee means Mike Rickett, Network & Internet Architecture Manager; Avril McHugh, Network Administrator; and Des Leavy, Content Network Architect.

IME/Editorial Services means the Reuters enterprise WAN for messaging and collection of newsfeeds from the Reuters offices worldwide.

Relevant Employee Data means:

(i) the total number of employees;

(ii) the names the said employees;

(iii) the total payroll value (including taxable pay, allowances and employer's contributions to pension schemes) relating to the said employees;

(iv) the age, salary or hourly rates, and date their continuous employment commenced;

(v) an estimation as to whether each such person is engaged wholly or mainly in the provision of the said Services, or otherwise;

(vi) the material terms and conditions applying to the employment or engagement of the said persons (whether contained in an individual contract, policy, collective agreement or otherwise); and

(vii) a description of any pending claims arising out of their employment and an estimation of the relevant Employment Losses.

Reuters Based Employees means those individuals employed in the Radianz Group who are assigned to the provision of services to the Reuters Group but whose employment may remain within the Radianz Group at the Closing Date;

Termination Date means any date on which BT ceases to provide all or part of the Services, or any date that any court or other tribunal of competent jurisdiction shall determine to be the "time of transfer" under the Transfer Regulations or any equivalent time under the European Regulations in respect of the termination or variation of the Services.

Transfer Provisions means the Acquired Rights Directive (EC Council Directive 2001/23/EC) made under the Treaty of Rome and the Transfer of Undertakings (Protection of Employment) Regulations 1981.

Back to Contents

Schedule 14
Novation Agreement

This Novation Agreement (the "**Agreement**"), made the day of 2005 shall be effective as of the Effective Date (as that term is defined below in Clause 8)

Between

(1) [***SUPPLIER COMPANY NAME***] whose registered office is at [***Supplier's Registered Office Address***]; ("**Supplier**");

(2) [***REUTERS GROUP COMPANY NAME***] whose registered office is at [insert registered address] ("**Reuters**"); and

(3) **BRITISH TELECOMMUNICATIONS plc** whose registered office is at 81 Newgate Street London EC1A 7AJ, UK ("**BT**").

Introduction

A. Pursuant to a network services agreement between Reuters [Limited] and BT dated 9 March 2005 (the "**Network Services Agreement**"), BT has agreed to provide or procure the provision of certain telecommunications services to the Reuters group.

B. As at the date of this Agreement certain telecommunication contracts (as detailed in the Schedule) are in place between the Supplier and Reuters (the "**Contracts**").

C. Reuters has asked to be released and discharged from the Contracts and the Supplier is prepared to agree to this subject to BT agreeing to perform the Contracts and be bound by their terms in place of Reuters.

It is agreed

For consideration of £1.00 moving from Reuters and BT jointly, the receipt and sufficiency of which is acknowledged by the Supplier, it is agreed that from the Effective Date:

1 Assignment and release by Reuters

With effect from the Effective Date, Reuters will cease to be a party to the Contracts and hereby assigns all its rights, obligations and liabilities under or in connection with the Contracts to BT and releases and discharges the Supplier from all its obligations and liabilities howsoever arising under or in connection with the Contracts on and from the Effective Date.

2 Release of Reuters and acceptance of BT by Supplier

With effect from the Effective Date, the Supplier:

2.1 releases and discharges Reuters from all obligations and liabilities arising under or in connection with the Contracts on and from the Effective Date; and

2.2 accepts BT as a party to the Contracts in place of Reuters.

Back to Contents

3 BT undertaking and agreement of the Supplier

3.1 On and from the Effective Date, BT undertakes to observe and perform the Contracts (so far as not performed) and accept and fulfil all liabilities and obligations of Reuters under or in connection with the Contracts, in each case in substitution for Reuters.

3.2 The Supplier and BT agree to be bound by the terms of the Contracts as if BT had been a party to the Contracts in place of Reuters.

4 Liability

4.1 Nothing in this Agreement shall affect or prejudice any claim, action or demand whatsoever which either Reuters or the Supplier may have against the other under or in connection with the Contracts relating to events or matters occurring before the Effective Date.

4.2 All parties agree that:

4.2.1 BT shall not be liable for any claim, action, demand or liability under or in connection with the Contracts howsoever arising relating to events or matters occurring before the Effective Date; and

4.2.2 Reuters shall not be liable for any claim, action, demand or liability under or in connection with the Contracts howsoever arising relating to events or matters occurring on or from the Effective Date.

4.3 Reuters shall fully indemnify and keep indemnified (on an after tax basis) and hold harmless BT against all payments required to be made or any other liability, claim, action, demand, cost, charge and expense (including reasonable legal costs) arising against or incurred by BT under or in connection with the Contracts in respect of the period before the Effective Date.

4.4 BT shall fully indemnify and keep indemnified (on an after tax basis) and hold harmless Reuters against all payments required to be made or any other liability, claim, action, demand, cost, charge and expense (including reasonable legal costs) arising against or incurred by Reuters under or in connection with the Contracts in respect of the period on and from the Effective Date.

5 Amendment

5.1 The Supplier and BT agree that on and from the Effective Date each Contract shall be amended:

5.1.1 by replacing the relevant addresses for serving notices under the Contract with the address of BT set out at the top of this Agreement and marked for the attention of [***insert name***] or such alternative address as BT notifies the Supplier; and

5.1.2 by replacing the relevant addresses for the submission of invoices under the Contract with the address of BT set out at the top of this Agreement and marked for the attention of the Accounts Payable Department or such alternative address as BT notifies the Supplier.

5.2 Save as expressly varied by this Agreement, BT and the Supplier agree that all provisions of the Contracts will remain in full force and effect.

Back to Contents

6 Representations and Warranties

6.1 Each of the parties represents and warrants that:

6.1.1 it has the power to enter into and has duly authorised the execution and delivery of this Novation Agreement; and

6.1.2 its obligations under this Novation Agreement constitute its legal, valid and binding obligations enforceable in accordance with their terms.

7 Governing law

This Agreement shall be construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

8 Effective date

The parties agree that the terms of this Agreement will become effective on the Closing Date, as that term is defined in the Network Services Agreement and being the date at which the Network Services Agreement takes effect in accordance with its terms (the "**Effective Date**").

9 Counterparts

This Agreement may be executed in any number of counterparts, each of which when executed shall be an original, but all of the counterparts shall together constitute one and the same agreement.

10 Further Assurance

Each of the parties agrees to perform (or procure the performance of) all such acts and things, and execute and deliver (or procure the execution and delivery of) such further documents as may be necessary or desirable to give effect to this Agreement and the matters and transactions contemplated herein.

EXECUTED AS AN AGREEMENT:

By and on behalf of **[*Insert name of Reuters Group Company*]** by:

Name:....................................

Position:.....................................

Date:...................................

By and on behalf of **British Telecommunications plc** by:

Back to Contents

Name:....................................

Position:.....................................

Date:...................................

By and on behalf of [***Supplier Company Name***] by:

Name:....................................

Position:.....................................

Date:...................................

Back to Contents

SCHEDULE – THE CONTRACTS

[***Insert list of contracts between Reuters and that third party to be novated***/***insert contract details including contract title (short form description), contracting parties, name and address, date of contract, any reference number, circuit number, A & B ends - all as appropriate***]

Schedule 15
Exit Provisions

1. Introduction and Definitions

1.1 This Schedule sets out the Parties' respective responsibilities to effect an orderly and efficient handover of the Exit Services to Reuters or a Replacement Service Provider with minimal disruption to the ongoing business of the Reuters Group in the event of the expiry or termination of whole or part of this Agreement or the occurrence of a Business Transfer Event.

1.2 In this Schedule only, the following term shall have the following meaning:

"Exit Assistance"	means all information requested by Reuters that is reasonably required to enable Reuters to cease the Services it receives from BT in a structured manner in order that Reuters may commence receipt of replacement services from a Replacement Service Provider. Such information may include, but will not necessarily be limited to, all information relating to the identification and specification of Connections and Facilities. Exit Assistance may also include the provision by BT to Reuters of materials, assistance and services reasonably requested by Reuters on its own behalf or on behalf of a member of the Reuters Group to enable an orderly and efficient handover and migration of the Exit Services to the Reuters Group or a Replacement Service Provider with minimal disruption to the ongoing business of the Reuters Group. Exit Assistance shall exclude the provision of the Exit Services.

2. Exit Services

2.1 BT shall provide the Exit Services to the Reuters Group for the Exit Period. Notwithstanding any termination or expiry of this Agreement, the terms of this Agreement (excluding Clause 5.4) shall continue to apply in full force and effect throughout each Exit Period in respect of the Parties' respective rights and obligations during that Exit Period.

2.2 Where an Exit Notice is delivered in connection with a Business Transfer Event, BT's obligation to provide and procure the provision of the Exit Services and Exit Assistance shall, subject to paragraph 6.1 below, include the provision of the same to the purchaser of the relevant business or member of the Reuters Group (as applicable) which is the subject of that Business Transfer Event.

3. Exit Plan

3.1 The Parties shall act reasonably and in good faith to agree and develop an exit plan in relation to the termination of the Exit Services provided by BT pursuant to this Agreement (the **"Exit Plan"**) as soon as reasonably practicable following the date of an Exit Notice.

3.2 The Exit Plan shall contain such information, procedures, operations, rules and guidance as the Parties consider appropriate in order to facilitate and implement an orderly and efficient handover of the Exit Services to the Reuters Group or a Replacement Service Provider (as applicable) with minimal disruption to the ongoing business of the Reuters Group and shall include a timetable and allocation of the Parties' respective responsibilities for its implementation.

3.3 BT shall regularly review and update the Exit Plan throughout the Exit Period, ensuring that it promptly reflects all changes and events that may, in its reasonable opinion, have a material impact on its subject matter and otherwise to enhance and improve the Exit Services and Exit Assistance. The Parties shall meet regularly (at such frequency to be agreed between the Parties) to discuss progress against the Exit Plan and identify and resolve any actual or potential delays or difficulties in implementing the Exit Plan.

4. Exit Assistance

Throughout the Exit Period, BT shall provide or procure the provision to Reuters of:

(A) the Exit Assistance;

(B) such access to the premises of BT and members of the BT Group and such access to BT Personnel as Reuters may reasonably require; and

(C) a monthly report confirming progress against the Exit Plan,

in each case, for the purposes of effecting an orderly and efficient handover of the Exit Services to the Reuters Group or a Replacement Service Provider and in accordance with any timeframes and procedures for such actions set out in the Exit Plan.

5. Costs and Charges

* For the avoidance of doubt, *

5.2 Subject to paragraph 5.3, Reuters shall pay BT's direct and reasonable costs properly incurred in providing Exit Assistance *.

5.3 Where the original Exit Notice was delivered by Reuters in connection with a valid termination of this Agreement by Reuters pursuant to Clause 35.1 or 35.2 of this Agreement, all Exit Assistance provided pursuant to that Exit Notice shall be provided at no additional charge to Reuters or any member of the Reuters Group.

6. Confidentiality

6.1 BT will not be under any obligation to provide any information to a Replacement Service Provider until such time as that Replacement Service Provider enters into obligations of confidentiality no less onerous than those that apply between the Parties pursuant to this Agreement.

6.2 Except to the extent required for the continued provision or receipt (as the case may be) of any Service or Services that have not been terminated in accordance with this Agreement (or as otherwise agreed), each Party shall deliver to the other at the end of the Exit Period:

* text has been redacted for confidentiality

(i) any Confidential Information of the other Party in its possession or under its control (and in the case of BT, any Reuters Content and Reuters Information) and shall take all reasonable steps to irrevocably delete any such Confidential Information held in electronic form at such time from its computer systems (and, on request from the other Party, shall certify the same); and

(ii) any security passes and authorisations in relation to that Party's Personnel in respect of any of the Facilities (in the case of BT) or any premises of BT, members of the BT Group or the Subcontractors (in the case of Reuters).

*Portions marked with asterisks have been omitted pursuant to a request for confidential treatment, and have been filed separately in connection with such request.

Back to Contents

CONFORMED COPY

Dated 9 March 2005

Reuters Limited

Blaxmill (Six) Limited

Reuters C LLC

Reuters America LLC

and

British Telecommunications plc

SHARE PURCHASE AGREEMENT

relating to the companies comprising the Radianz Group

Linklaters

One Silk Street
London EC2Y 8HQ

Telephone (44-20) 7456 2000
Facsimile (44-20) 7456 2222

Ref Roger Barron/Nick Rumsby

Back to Contents

Share Purchase Agreement

This Agreement is made on 9 March 2005

between:

(1) **Reuters Limited** a company incorporated in England whose registered office is at 85 Fleet Street, London EC4P 4AJ (the "**Principal Seller**");

(2) **Blaxmill (Six) Limited** a company incorporated in England whose registered office is at 85 Fleet Street, London EC4P 4AJ ("**Blaxmill**");

(3) **Reuters C LLC** a limited liability company incorporated in the state of Delaware, USA whose principal office is at The Reuters Building, 3 Times Square, New York, 10036, NY, USA ("**Reuters C**");

(4) **Reuters America LLC** a limited liability company incorporated in the state of Delaware, USA whose principal office is at The Reuters Building, 3 Times Square, New York, 10036, NY, USA ("**Reuters America**" and, together with the Principal Seller, Blaxmill and Reuters C, the "**Sellers**"); and

(5) **British Telecommunications plc** a company incorporated in England whose registered office is at 81 Newgate Street, London, EC1A 7AJ (the "**Purchaser**").

Whereas:

(A) In 2000 certain members of the Equant Group and certain members of the Sellers' Group established the Company to deliver extranet services to users in the financial services industry;

(B) certain members of the Sellers' Group entered into a number of contractual arrangements with the Company;

(C) *;

(D) the Principal Seller and the Equant Group have terminated or amended their existing contractual arrangements relating to their shareholdings in the Company and the Principal Seller has purchased the Equant Group's entire interest in the Group;

(E) the Sellers have agreed to sell (or to procure the sale of) the Shares (as defined below) and to assume the obligations imposed on them under this Agreement;

(F) the Purchaser has agreed to purchase the Shares and to assume the obligations imposed on the Purchaser under this Agreement; and

(G) the Principal Seller and the Purchaser have agreed to enter into a new Network Services Agreement (as defined below).

It is agreed as follows:

1 Interpretation

In this Agreement, unless the context otherwise requires, the provisions in this Clause 1 apply:

* text has been redacted for confidentiality

Back to Contents

1.1 Definitions

"**2003 Accounts**" means the audited consolidated accounts of the Group for the twelve month period ended on 31 December 2003;

"**2004 Accounts**" means the audited consolidated accounts of the Group for the twelve month period ended on 31 December 2004;

"**2004 Unaudited Accounts**" means the unaudited consolidated accounts of the Group for the twelve month period ended on 31 December 2004;

"**Accounts Date**" means 31 December 2003 in respect of the 2003 Accounts and 31 December 2004 in respect of the 2004 Accounts;

"**Agreed Terms**" means, in relation to a document, such document in the terms agreed between the Principal Seller and the Purchaser and signed for identification by the Purchaser's Lawyers and the Sellers' Lawyers with such alterations as may be agreed in writing between the Principal Seller and the Purchaser from time to time;

"**Amended Rules**" has the meaning given in paragraph 1(i) of Schedule 16;

"**BT Employees**" means the persons named in part 2 of Schedule 14;

"**Business Day**" means a day which is not a Saturday, Sunday or a public holiday in England;

"**C Shares**" means the 35,000,000 "C" Ordinary Shares of 0.0005 pence each in the capital of the Company;

"**Cash Amount**" means the aggregate of the line items (i) "Security Deposits" and (ii) "Cash/Short Term" as at the close of business on the Closing Statement Date as set out in the Cash, Debt and Working Capital Statement and calculated in accordance with Schedule 3;

"**Cash Cancellation Proposal**" means a proposal to cancel outstanding Options in consideration for a cash payment pursuant to the Amended Rules;

"**Cash, Debt and Working Capital Statement**" means the statement to be prepared by the Purchaser in accordance with Clause 8 and Schedule 3;

"**Closing**" means the completion of the sale and purchase of the Shares pursuant to Clauses 7.1, 7.2 and 7.3 of this Agreement;

"**Closing Statement Date**" means the Closing Date if it is the last day of the month and, if not, the last day of the month prior to the Closing Date, or such other day as is agreed between the Principal Seller and the Purchaser;

"**Closing Date**" means the date on which Closing takes place;

"**Company**" means Radianz Limited, details of which are set out in Schedule 1;

"**Confidentiality Agreement**" means the mutual non-disclosure agreement dated 25 April 2003 between the Principal Seller and the Purchaser pursuant to which the Principal Seller made available to the Purchaser certain confidential information relating to the Group;

"**Consultancy Agreement**" means an agreement other than a contract of employment with a Group Company, pursuant to which an individual provides services;

"**Consultant**" means an individual providing services to a Group Company pursuant to a Consultancy Agreement on an annual fee (on the basis of a full time consultancy) in excess of £80,000 or local equivalent and for a term of not less than 3 months;

"**Data Room**" means the information and documentation made available to the Purchaser prior to the date of this Agreement in the Company's data rooms at Fleet Place, Prescot Street and New York and in the Reuters data rooms at the offices of the Sellers' Lawyers, a complete list of which is set out in the Data Room Index;

"**Data Room Index**" means the list of that name agreed between the Principal Seller and the Purchaser and attached to the Disclosure Letter;

"**Debt Amount**" means the aggregate amount of the line item "Finance Leases" and any other interest bearing debt of the Group as at the close of business on the Closing Statement Date (stated as a positive number) as set out in the Cash, Debt and Working Capital Statement and calculated in accordance with Schedule 3;

"**Disclosure Letter**" means the letter (including the appendices thereto) dated on the same date as this Agreement from the Principal Seller to the Purchaser disclosing:

(i) information constituting exceptions and qualifications to the Principal Seller's Warranties; and

(ii) details of other matters referred to in this Agreement;

"**Draft Cash, Debt and Working Capital Statement**" has the meaning set out in Clause 8.1;

"**Employee Body**" means any European Works Council, works council, trade union or other employee representatives and "**Employee Bodies**" will be interpreted accordingly;

"**Encumbrance**" means any claim, charge, mortgage, lien, option, equity, power of sale, hypothecation, retention of title, right of pre-emption, right of first refusal or other third party right or security interest of any kind or an agreement, arrangement or obligation to create any of the foregoing;

"**Equant Group**" means Equant NV and its subsidiaries and subsidiary undertakings from time to time;

"**Estimated Cash Amount**" means US$51.583 million;

"**Estimated Debt Amount**" means US$3.339 million;

"**Estimated Working Capital Amount**" means US$(39.461 million);

"**European Regulations**" means any applicable legislation in any jurisdiction implementing the provisions of EC Directives nos. 77/187 and 2001/23 or any equivalent or replacement thereof;

"**European Works Council**" means a forum established for the purposes of information and consultation pursuant to the European Community's Directive 94/45 dated 22 September 1994 or the European Community's Directive 97/74 dated 13 December 1999 (and any amendments thereof) and any successor body of such forum;

"**Former Employee**" means any person who was employed by any Group Company but who is not so employed at the date of this Agreement;

"**Group**" means the Group Companies, taken as a whole;

"**Group Companies**" means the Company and the Subsidiaries and "**Group Company**" means any one of them;

"**Group Indebtedness**" means indebtedness (other than amounts arising out of the ordinary course of trade) owed by the Group Companies to the Sellers' Post-Closing Group;

"**Intellectual Property**" means patents, petty patents, utility models, trade marks, service marks, (including any trade, brand or business names), design rights (whether registered or unregistered), copyright, (including all copyright in computer software and any databases), semi-conductor topography rights, database rights, and all other similar intellectual proprietary rights as may exist anywhere in the world and including all extensions, and renewals thereof and all applications and rights to apply for any of the same;

"**LIBOR**" means the British Bankers' Association Interest Settlement Rate for one month U.S. Dollar displayed on the appropriate page of the Reuters screen (or such other page as the parties may agree) at 11.00 a.m., London time, on the first day of the period to which any interest period relates (the "**Relevant Date**"). If such rate does not appear on the Reuters screen page on the Relevant Date, the rate for the Relevant Date will be deemed to be the rate on the last preceding date on which such rate did so appear;

"**Losses**" means all losses, liabilities, costs (including without limitation legal costs and experts' and consultants' fees), charges, expenses, actions, proceedings, claims and demands;

"**Network Services Agreement**" means the network services agreement entered into between the Principal Seller and the Purchaser on the date hereof;

"**Novation Agreement**" means the novation agreement between the Principal Seller, the Purchaser and Radianz Proton Limited in the Agreed Terms;

"**Option**" means an option granted over C Shares pursuant to the rules of the Plan;

"**Ordinary Shares**" means the 1,000 "A" ordinary shares of £1 each in the capital of the Company;

"**Partner Services Agreement**" means the partner services agreement dated 21 October 2004 between the Company and Equant Network Services International Limited ("**ENSIL**") pursuant to which the Company agreed to purchase services from ENSIL;

"**Pension Schemes**" has the meaning set out in Schedule 11;

"**Plan**" means the Radianz 2000 Stock Option Plan as amended from time to time (other than pursuant to the terms of this Agreement);

"**PMIC**" means Pender Mutual Insurance Company and/or Pender Mutual Insurance Company Limited as the context requires;

"**Preference Shares**" means the 15,800 6.5 per cent. cumulative preference shares of US$1 each, being all of the issued preference shares in the capital of the US Company;

"**Principal Seller's Indemnities**" means the indemnities given by the Principal Seller pursuant to Schedule 12 and under paragraph 8.1 and 8.2 of Schedule 7 (Pensions) and "**Principal Seller's Indemnity**" means any one of them;

"**Previous NSA**" means the network services agreement between the Principal Seller and the Company for the supply of telecommunications and data services dated 22 May 2000 (as amended) which is to be replaced by the Network Services Agreement;

"**Previous RSAs**" means the services agreement between the Principal Seller and the Company for the supply of services by the Principal Seller dated 22 May 2000 (as amended) and the services agreement dated 30 June 2000 between Radianz No.2 US Inc. and Reuters America Inc. (as amended);

"**Principal Seller VAT Group**" means the VAT group under VAT reference 397 000555 of which Reuters Limited is the representative member;

"**Principal Seller's Closing Warranties**" means the warranties given by the Principal Seller immediately prior to but as at Closing pursuant to Clause 10 and Schedule 4 and "**Principal Seller's Closing Warranty**" means any one of them;

"**Principal Seller's Warranties**" means the warranties given by the Principal Seller pursuant to Clause 10 and Schedule 4 and "**Principal Seller's Warranty**" means any one of them;

"**Proceedings**" means any proceeding, suit or action arising out of or in connection with this Agreement;

"**Properties**" means the properties set out in Schedule 9 and "**Property**" means any one of them;

"**Purchase Price**" has the meaning set out in Clause 3.1;

"**Purchaser's Group**" means BT Group plc and its subsidiary undertakings from time to time;

"**Purchaser's Lawyers**" means Linklaters of One Silk Street, London, EC2Y 8HQ;

"**Relevant Employees**" means those employees who are immediately prior to Closing employed in the Group (other than any specifically excluded by agreement with the Purchaser);

"**Relief**" includes any relief, loss, allowance, exemption, set-off in respect of any Taxation, any deduction or credit in computing or against profits or Taxation and any right to repayment of Taxation;

"**Retention Agreements**" means the retention agreements listed in Schedule 15 and in the form of the copy of which has been initialled by the Purchaser's Lawyers and the Sellers' Lawyers for the purposes of identification and, for the avoidance of doubt, does not include any modification to any such agreements;

"**Reuters Indebtedness**" means indebtedness (other than amounts arising out of the ordinary course of trade and amounts to be novated to the Purchaser under the Novation Agreement) owed by the Sellers' Post-Closing Group to the Group Companies;

"**RFP**" means a request for proposals issued by the Principal Seller to a number of candidates relating to the provision of certain network services to the Sellers' Group;

"**RLT Senior Employees**" means any of those persons listed in Part 3 of Schedule 14;

"**Sellers' Group**" means Reuters Group PLC and its subsidiary undertakings from time to time;

Back to Contents

"**Sellers' Lawyers**" means Slaughter and May of One Bunhill Row, London EC1Y 8YY;

"**Sellers' Post-Closing Group**" means the Sellers' Group excluding the Group Companies;

"**Senior Employee**" means any of those persons listed in Part 1 of Schedule 14;

"**Service Document**" means a claim form, application notice, order or judgement or other document relating to any Proceedings;

"**Shares**" means the Ordinary Shares and the Preference Shares;

"**Subsidiaries**" means the subsidiaries listed in paragraph 2 of Schedule 1 together with any other subsidiaries of the Company and "**Subsidiary**" means any one of them;

"**Target Working Capital Amount**" means the Estimated Working Capital Amount plus US$19.640 million;

"**Taxation**" or "**Tax**" means all forms of taxation (whether direct or indirect and whether levied by reference to income, profits, gains, net wealth, asset values, turnover, added value sales, telecoms, gross receipts, franchise, transfer, registration or other reference) and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions (including without limitation social security contributions and any other payroll taxes), rates, surtaxes and levies, in each case whenever and wherever imposed including in the United Kingdom, the United States of America or elsewhere and including whether imposed by way of a withholding or deduction for or on account of tax or otherwise, and whether chargeable directly or primarily against or attributable directly or primarily to a Group Company or any other person and all penalties, charges and interest relating thereto, provided (i) that the references to Taxation or Tax shall not extend to United Kingdom stamp duty or penalties or interest in respect of such stamp duty (but for the avoidance of doubt, references to Taxation or Tax do include stamp duty reserve tax and stamp duty land tax), and (ii) that the references to Taxation or Tax in Schedule 4 of this Agreement shall not include US Sales Tax;

"**Tax Authority**" means any taxing or other authority competent to impose any liability in respect of Taxation or responsible for the administration and/or collection of Taxation or enforcement of any law in relation to Taxation;

"**Tax Indemnity**" means Schedule 13 of this Agreement;

"**Transaction**" includes any transaction, circumstance, act, event or omission of whatever nature and includes, without limitation, any change in the residence of any person for the purposes of any Taxation and any change in accounting reference date;

"**UK Pension Schemes**" means the Reuters Retirement Plan, the Reuters Pension Fund and the Equant Pension Scheme;

"**US Company**" means Radianz Americas Inc., details of which are set out in Schedule 1;

"**US Plans**" means the Radianz 401(K) Plan and the Radianz Executive Retirement Plan;

"**US Sales Tax**" means any sales tax, telecoms tax and other regulatory fees or surcharges incurred in the United States of America;

"**US/UK Group Companies**" means Radianz US Holdings Inc., Radianz Americas Inc., Radianz Connect Services Limited, Radianz US Inc., Radianz Limited, Radianz Global

Network Operations Limited, Radianz Global Sales Limited, Radianz Proton Limited and Radianz Global Limited, and "**US/UK Group Company**" means any one of them;

"**VAT**" means, within the European Union, such Tax as may be levied in accordance with (but subject to derogations from) the Directive 77/388/EEC and, outside the European Union, any Taxation levied by reference to added value or sales; and

"**Working Capital Amount**" means the amount of the line item headed "Total Working Capital" less "Security Deposits" as set out in the Cash, Debt and Working Capital Statement and calculated in accordance with Schedule 3.

1.2 Modification etc. of Statutes

References to a statute or statutory provision:

1.2.1 are references to that statute or provision as from time to time modified, re-enacted or consolidated whether before or after the date of this Agreement except to the extent that any amendment or modification made or coming into effect of any statute or provision after the date of this Agreement would increase or alter the liability of the Sellers under this Agreement; and

1.2.2 include any subordinate legislation made from time to time under that statute or provision.

1.3 Singular, plural, gender

References to one gender include all genders and references to the singular include the plural and vice versa.

1.4 References to persons and companies

References to:

1.4.1 a person include any company, partnership or unincorporated association (whether or not having separate legal personality); and

1.4.2 a company shall include any company, corporation or any body corporate, wherever incorporated.

1.5 References to subsidiaries and holding companies

Except where expressly stated otherwise, the words "**holding company**", "**subsidiary**" and "**subsidiary undertaking**" shall have the same meaning in this Agreement as their respective definitions in the Companies Act 1985.

1.6 Connected Persons

A person shall be deemed to be connected with another if that person is connected with such other within the meaning of Section 839 of the Income and Corporation Taxes Act 1988.

1.7 Accounts

Any reference to "**Accounts**" shall include the directors' and auditors' reports, relevant balance sheets and profit and loss accounts and related notes together with all documents which are annexed to or included in or which form a part of the accounts of the company concerned.

Back to Contents

1.8 Schedules etc.

References to this Agreement shall include any Schedules to it and references to Clauses and Schedules are to Clauses of, and Schedules to, this Agreement. References to paragraphs and Parts are to paragraphs and Parts of the Schedules.

1.9 Headings

Headings shall be ignored in interpreting this Agreement.

1.10 Information

References to books, records or other information mean books, records or other information in any form including paper, electronically stored data, magnetic media, film and microfilm.

2 Agreement to Sell the Shares

2.1.1 On and subject to the terms of this Agreement, each of the Sellers agrees to sell (or procure the sale of) those Shares set opposite its name in Schedule 10 with full title guarantee and together with all rights and advantages attaching to them as at Closing (including, without limitation, the right to receive all dividends or distributions declared, made or paid on or after Closing), and the Purchaser agrees to purchase the Shares.

2.1.2 The Sellers shall procure that on or prior to Closing any and all rights of pre- emption over the Shares are waived irrevocably by the persons entitled thereto.

3 Purchase Price

3.1 Amount

The consideration for the purchase of the Shares under this Agreement shall be an amount of US$203,604,000 in cash being:

(iii) US$175,000,000;

(iv) plus the Estimated Cash Amount of US$51,583,000;

(v) less the Estimated Debt Amount of US$3,339,000; and

(vi) less US$19,640,000 (the amount by which the Estimated Working Capital Amount is less than the Target Working Capital Amount),

(together, the "**Purchase Price**").

3.2 Reduction of Purchase Price

If any payment is made by the Sellers to the Purchaser in respect of any claim for any breach of this Agreement or pursuant to an indemnity under this Agreement (or any agreement entered into under this Agreement) or pursuant to Clause 8 of this Agreement, the payment shall be made by way of adjustment of the Purchase Price paid by the Purchaser for the Shares under this Agreement and the Purchase Price shall be deemed to have been reduced by the amount of such payment.

3.3 Repayment of Intra-Group Debt

3.3.1 Pre-Closing obligation

Prior to Closing, the Principal Seller shall endeavour to procure that (i) all Reuters Indebtedness shall be paid by the relevant member of the Sellers' Post-Closing Group to the relevant Group Company and (ii) that all Group Indebtedness shall be paid by such Group Companies to the relevant member of the Sellers' Post-Closing Group.

3.3.2 Set-Off

Amounts payable between a member of the Sellers' Post-Closing Group and a Group Company referred to above shall be set-off against each other and only the net amount paid.

3.3.3 Trade Balances

For the avoidance of doubt, all balances arising out of the ordinary course of trade (excluding intra-group indebtedness) between the Sellers' Post-Closing Group and the Group Companies shall be included in the definition of Working Capital Amount and shall be settled in the ordinary course of business.

3.3.4 Post-Closing Obligation in relation to Group Indebtedness

Without prejudice to Clause 3.3.1, in the event that any Group Indebtedness is not paid prior to Closing in accordance to Clause 3.3.1, the Purchaser shall procure that it is paid by such Group Companies to the relevant member of the Sellers' Post-Closing Group as soon as practicable following Closing. If requested to do so by the Purchaser, the Principal Seller shall procure that the relevant member of the Sellers' Post-Closing Group provides to the relevant Group Companies a release and waiver (in a form acceptable to the Purchaser and the Principal Seller, in each case acting reasonably) in respect of any Group Indebtedness paid by such Group Companies pursuant to this Clause 3.3.4.

3.3.5 Post-Closing Obligation in relation to Reuters Indebtedness

Without prejudice to Clause 3.3.1, in the event that any Reuters Indebtedness is not paid prior to Closing in accordance to Clause 3.3.1, the Principal Seller shall procure that it is paid by the relevant member of the Sellers' Post-Closing Group to the relevant Group Companies as soon as practicable following Closing. If requested to do so by the Principal Seller, the Purchaser shall procure that the relevant Group Companies provide to the relevant member of the Sellers' Post- Closing Group a release and waiver (in a form acceptable to the Purchaser and the Principal Seller, in each case acting reasonably) in respect of any Reuters Indebtedness paid by such member of the Sellers' Post-Closing Group pursuant to this Clause 3.3.5.

3.4 Attribution of Purchase Price

Of the Purchase Price, US$36,000,000 shall be attributable to the Preference Shares and the remainder to the Ordinary Shares. The proportion of the total consideration attributed to the Preference Shares to which each Seller is entitled in respect of the Preference Shares shall be that which the number of Preference Shares set opposite its name in Schedule 10 (if any) bears to the total number of Preference Shares, and the proportion of the total consideration attributed to the Ordinary Shares to which each Seller is entitled in respect of the Ordinary Shares shall be that which the number of Ordinary Shares set opposite its name in Schedule 10 (if any) bears to the total number of Ordinary Shares.

4 Conditions

4.1 Conditions Precedent

The agreement to sell and purchase the Shares contained in Clause 2 is subject to satisfaction of the following conditions, or their satisfaction subject only to Closing:

4.1.1 the Network Services Agreement becoming unconditional subject only to any condition relating to this Agreement becoming unconditional and not having been terminated prior to Closing;

4.1.2 the delivery by the Principal Seller to the Purchaser of the 2004 Accounts;

4.1.3 to the extent that the purchase of the Group either constitutes (or is deemed to constitute under Article 4(5)) a concentration falling within the scope of EC Regulation 139/2004 (the "**Merger Regulation**") or is to be examined by the European Commission as a result of a decision under Article 22(3) of the Merger Regulation:

(i) the European Commission taking a decision (or being deemed to have taken a decision under Article 10(6) of the Merger Regulation) under Article 6(1)(b) declaring the proposed purchase of the Group by the Purchaser compatible with the common market; or

(ii) the European Commission taking a decision to refer the whole or part of the proposed purchase of the Group to the competent authorities of one or more Member States under Articles 4(4) or 9(3) of the Merger Regulation; and

(a) each such authority taking a decision with equivalent effect to Clause 4.1.3(i) with respect to those parts of the proposed purchase referred to it; and

(b) the European Commission taking any of the decisions under Clause 4.1.3(i) with respect to any part of the proposed purchase retained by it;

4.1.4 any applicable waiting periods, together with any extensions thereof, under the Hart Scott Rodino Anti-Trust Improvements Act of 1976 (as amended) of the United States of America shall have expired or been terminated; and

4.1.5 the Previous NSA and the Previous RSAs each having been terminated by agreement between the parties thereto with effect from the Closing Date and all liabilities thereunder, present and future having been extinguished other than on- going trading balances incurred in the ordinary course of business.

4.2 Responsibility for Satisfaction

4.2.1 The Principal Seller shall use all reasonable endeavours to ensure the satisfaction of the conditions set out in Clauses 4.1.1, 4.1.2 and 4.1.5 and the Purchaser shall use all reasonable endeavours to ensure the satisfaction of the conditions set out in Clauses 4.1.1, 4.1.3 and 4.1.4 in each case as soon as possible, and each of the Principal Seller and the Purchaser shall co-operate with each other in that respect, provided that this shall not give rise to an obligation on the part of either party to assume expenditure to achieve the same which is materially disproportionate in the context of the transactions contemplated by this Agreement and the Network Services Agreement or require either party to take any action or to accept any conditions to any regulatory clearance or restrictions on any person's freedom to conduct business which would be likely to have a materially detrimental effect on that party, that party's group (taken as a whole), the Company, the Group (taken as a whole) or the commercial rationale of the transaction. In particular, the Purchaser shall procure the filing of the notifications necessary to obtain the merger clearances required by clauses 4.1.3 and 4.1.4 as soon as practicable after the date of this Agreement.

4.2.2 Subject to Clause 4.2.3, each of the Purchaser and the Principal Seller undertakes to keep the other informed as to progress towards satisfaction of the conditions set out in Clause 4.1 and in particular the Purchaser undertakes to:

(i) notify the Principal Seller and provide copies of any communications from any governmental or regulatory body or other person in relation to obtaining any consent, approval or action where such communications have not been independently or simultaneously supplied to the Principal Seller;

(ii) where reasonably requested by the Principal Seller, provide the Principal Seller (or advisers nominated by the Principal Seller) with draft copies of all submissions and communications to governmental or regulatory bodies or other persons in relation to obtaining any consent, approval or action at such time as will allow the Principal Seller a reasonable opportunity to provide comments on such submissions and communications before they are submitted or sent and provide the Principal Seller (or such nominated advisers) with copies of all such submissions and communications in the form submitted or sent; and

(iii) where reasonably requested by the Principal Seller and where permitted by the governmental or regulatory body or other person concerned, allow persons nominated by the Principal Seller to attend all meetings with governmental or regulatory bodies or other persons and, where appropriate, to make oral submissions at such meetings.

4.2.3 The Purchaser:

(i) may delete from the copies of communications provided to the Principal Seller in accordance with Clause 4.2.2 references if, and only to the extent that, they relate to;

(ii) shall not be obliged to consult with the Principal Seller in respect of matters which relate to; and

(iii) may exclude the Principal Seller from meetings and conferences if, and only to the extent that, such discussions relate to,

commercially sensitive, confidential or proprietary information relating to the Purchaser's Group or any commercially sensitive, confidential or proprietary information not relating solely to the transactions contemplated by this Agreement or the Network Services Agreement except as disclosed under the terms of the Confidentiality Agreement prior to the date of this Agreement.

4.2.4 Without prejudice to Clauses 4.2.1, 4.2.2 and 4.2.3, the Principal Seller and the Purchaser agree that all requests and enquiries from any government, governmental, supranational or trade agency, court or other regulatory body shall be dealt with by the Principal Seller and the Purchaser in consultation with each other and the Principal Seller and the Purchaser shall promptly co-operate with and provide all necessary information and assistance reasonably required by such government, agency, court or body upon being requested to do so by the other.

4.2.5 Without prejudice to Clauses 4.2.1, 4.2.2, 4.2.3 and 4.2.4, the Principal Seller shall provide reasonable assistance to the Purchaser at the Purchaser's expense in connection with any antitrust filings required in any jurisdiction other than in the European Union or the United States of America.

4.3 Non-Satisfaction/Waiver

4.3.1 The Purchaser shall give notice to the Principal Seller of the satisfaction of each relevant conditions in Clauses 4.1.3 and 4.1.4 within two Business Days of becoming aware of the same.

4.3.2 Each of the Principal Seller and the Purchaser undertakes to notify the other as soon as practicable if at any time they become aware of anything which will or may prevent any of the conditions in Clause 4.1 from being satisfied.

4.3.3 The Purchaser may at any time waive in whole or in part and conditionally or unconditionally the conditions set out in Clause 4.1 by notice in writing to the Principal Seller.

4.3.4 If the conditions in Clause 4.1 are not satisfied or waived by the Purchaser on or before 31st October 2005 (or such later date as may be agreed by the Principal Seller and the Purchaser) save as expressly provided, this Agreement (other than Clauses 1, 14.2 and 15.2 to 15.17) shall lapse and neither the Principal Seller nor the Purchaser shall have any claim against the other under it, save for any claim arising from breach of any obligation contained in Clause 4.2.

5 Pre-Closing

5.1 The Principal Seller's Obligations in Relation to the Conduct of Business

The Principal Seller undertakes to use reasonable endeavours to procure that, save as otherwise contemplated or permitted by this Agreement and/or the Network Services Agreement or as agreed with the representatives of the Purchaser appointed in Clause 5.2 (such agreement not to be unreasonably withheld or delayed), between the date of this Agreement and Closing each Group Company:

5.1.1 shall carry on its business as a going concern in the ordinary and usual course as carried on immediately prior to the date of this Agreement;

5.1.2 shall or shall procure that the relevant members of the Group shall (except where otherwise contemplated by this Agreement) maintain all existing insurance policies of the Group and shall seek recovery from all such policies in accordance with the prior practice and requirements of the relevant policy;

5.1.3 without prejudice to the generality of Clause 5.1.1, save for intra-Group transactions in the ordinary course and prudent steps to maintain or preserve the business of the relevant Group Company, shall not:

(i) enter into any agreement or incur any commitment involving any capital expenditure in excess of US$600,000 per item and US$1,500,000 in aggregate, in each case exclusive of any amounts in respect of VAT;

(ii) enter into or amend any agreement or incur any commitment which is not capable of being terminated without compensation at any time with three months' notice or less or which is not in the ordinary course of business or which involves or may involve total annual expenditure in excess of US$600,000, exclusive of any amounts in respect of VAT;

(iii) acquire or dispose of, or agree to acquire or dispose of, any material asset or material stock, or enter into or amend any agreement or incur any commitment to do so, in each case involving consideration, expenditure or liabilities in excess of US$600,000, exclusive of any amounts in respect of VAT;

(iv) acquire or agree to acquire any share, shares or other interest in any company, partnership or other venture;

(v) incur any additional borrowings or incur any other indebtedness other than by bank overdraft or similar facility in the ordinary course of business;

(vi) create any share capital or loan capital of any Group Company or allot or issue any share capital or loan capital of any Group Company or any option to subscribe for or purchase the same other than within the Group;

(vii) repay, redeem or repurchase any share capital or loan capital of any Group Company;

(viii) declare, make or pay any dividend or other distribution to shareholders;

(ix) take steps to procure payments by any debtor generally in advance of the date on which book and other debts are usually payable in accordance with the standard terms of business of any Group Company or (if different) the period extended to any particular debtor in which to make payments, provided that, without prejudice to the generality of the foregoing, this sub- Clause (ix) shall not apply to payments of less than US$100,000 by any debtor;

(x) delay making payment to any trade creditors generally beyond the date on which payment of the relevant trade debt should be paid in accordance with credit period authorised by the relevant creditors (or (if different) the period extended by creditors in which to make payment);

(xi) amend, to any extent which is material and adverse, any of the terms on which goods, facilities or services that are material to the business of any Group Company are supplied;

(xii) amend any of the terms of its contracts and/or trading arrangements with any member of the Sellers' Post-Closing Group and/or the Equant Group;

(xiii) in relation to any Property:

(a) in relation to any matter which is material to a Property, apply for any planning permission or implement any planning permission already obtained but not implemented;

(b) carry out any material structural alteration or addition to, or materially effect any change of use of, such Property;

(c) terminate or serve any notice to terminate, surrender or accept any surrender of or waive the terms of any lease, tenancy or licence which is material in the context of the relevant Group Company;

(d) agree any new rent or fee payable under any lease, tenancy or licence which is material in the context of the relevant Group Company;

(e) enter into or vary any agreement, lease, tenancy, licence or other commitment which is material in the context of the relevant Group Company;

(f) sell, convey, transfer, assign or charge any Property or grant any rights or easements over any Property or enter into any covenants affecting any Property or agree to do any of the foregoing;

(xiv) save as required by law or pursuant to existing arrangements which were disclosed to the Purchaser on or prior to the date of this Agreement:

(a) make any amendment to the terms and conditions of employment (including, without limitation, remuneration, bonuses, notice periods, termination rights, pension entitlements and other benefits) of any Senior Employee;

(b) provide or agree to provide any gratuitous payment or benefit to any Senior Employee or any of his dependants;

(c) dismiss any Senior Employee; or

(d) engage or appoint any additional employee on an annual basic salary (on the basis of full-time employment and excluding profit-related bonuses) in excess of £80,000 or local equivalent;

(xv) discontinue or amend the Pension Schemes to any material extent or commence to wind them up or terminate them or cause them to cease to admit new members other than in relation to the Reuters Japan Retirement Pension Plan, subject to the fact that UK Employees will cease to be active members in the Principal Seller’s UK DB Schemes on the Principal Seller’s UK DB Scheme Leaving Date and save to the extent Schedule 7 (Principal Seller’s Pension Schemes) envisages special terms to apply to them

(xvi) communicate to any Relevant Employee any material plan, proposal or intention to discontinue, amend, wind up, terminate or exercise any discretion in relation to the Pension Schemes or to introduce any new pension arrangements other than in relation to the Reuters Japan Retirement Pension Plan, subject to the fact that UK Employees will cease to be active members in the Principal Seller’s UK DB Schemes on the Principal Seller’s UK DB Scheme Leaving Date and save to the extent

Schedule 7 (Principal Seller's Pension Schemes) envisages special terms to apply to them;

(xvii) pay any benefits under the Pension Schemes otherwise than in accordance with the terms of the documents governing the Pension Schemes and not under any discretionary power other than in relation to the Reuters Japan Retirement Pension Plan, subject to the fact that UK Employees will cease to be active members in the Principal Seller's UK DB Schemes on the Principal Seller's UK DB Scheme Leaving Date and save to the extent Schedule 7 (Principal Seller's Pension Schemes) envisages special terms to apply to them;

(xviii) enter into any guarantee, indemnity or other agreement to secure any obligation of a third party or create any Encumbrance over any of its assets or undertaking in any such case except in the ordinary course of business;

(xix) settle an insurance claim in respect of, or commence any litigation involving, an amount in excess of $600,000 or local equivalent; or

(xx) make any change to its accounting practices or policies or amend its memorandum or articles of association.

5.2 BT Representatives

The Purchaser irrevocably appoints Neil Rogers and Andy Green as its representatives for the purposes of Clauses 5.1 and 5.3 and confirms that it has instructed Neil Rogers and Andy Green to deal expeditiously with any agreement sought in relation to Clauses 5.1 and 5.3 and that the agreement of either Neil Rogers or Andy Green shall be binding on the Purchaser for the purposes of Clauses 5.1 and 5.3.

5.3 Other Principal Seller's Obligations Prior to Closing

5.3.1 Without prejudice to the generality of Clause 5.1.1, and subject to any applicable competition laws, prior to Closing the Principal Seller shall procure that:

(i) the 2004 Accounts are prepared as soon as practicable;

(ii) the Group Companies shall collaborate with the Purchaser in relation to all material matters concerning the running of the Group;

(iii) such representatives as the Purchaser reasonably requests may be designated to work with the Principal Seller and the Group Companies with regard to the management and operations of the Group Companies. Subject to such representatives being reasonably available**,** the Principal Seller shall consult, and shall cause the Group Companies to consult, with such representatives with respect to any action which is considered reasonably likely to materially affect the business of any Group Company. The Principal Seller shall provide, and shall cause the Group Companies to provide, to such representatives such information as is available to the Group without unreasonable effort or cost as such representatives may reasonably request for this purpose; and

(iv) the Group Companies shall allow the Purchaser and its agents, upon reasonable notice, reasonable access to, and to take copies of, the books, records and documents of, or relating in whole or in part to, the Group.

Back to Contents

5.3.2 If Closing has not occurred by 21 April 2005, the Principal Seller shall use its reasonable endeavours to procure that the master agreement dated 12 December 2003 between Radianz Global Limited and Thomson Financial Limited (as amended) is not terminated provided, however, that nothing in this Clause 5.3.2 shall require any member of the Sellers' Group to incur any expenditure to achieve the same.

6 Estimated Cash, Debt and Working Capital

The Purchaser and the Principal Seller have agreed the Estimated Cash Amount, the Estimated Debt Amount and the Estimated Working Capital Amount which has been derived from the unaudited management accounts forecast relating to the Group drawn up to 30 April 2005 and set out in Part 2 of Schedule 3.

7 Closing

7.1 Date and Place

Subject to Clause 4, Closing shall take place at 12 noon at the offices of the Sellers' Lawyers on the fifth Business Day following fulfilment or waiver of the conditions set out in Clause 4.1, whichever is the later or at such other location, time or date as may be agreed between the Purchaser and the Principal Seller.

7.2 Closing Events

On Closing, the Principal Seller and the Purchaser shall comply with their respective obligations specified in Schedule 2.

7.3 Payment of the Purchase Price on Closing

Against compliance with Clause 7.2, on Closing, the Purchaser shall pay to the Principal Seller the Purchase Price in cash.

7.4 Breach of Closing Obligations

If the Principal Seller or the Purchaser fails to comply with any material obligation in Clauses 7.2 and 7.3 and Schedule 2, the Purchaser, in the case of non-compliance by the Principal Seller, or the Principal Seller, in the case of non-compliance by the Purchaser, shall be entitled (in addition to and without prejudice to all other rights or remedies available, including the right to claim damages) by written notice to the other:

7.4.1 to effect Closing so far as practicable having regard to the defaults which have occurred; or

7.4.2 to fix a new date for Closing (not being more than 20 Business Days after the agreed date for Closing) in which case the provisions of Schedule 2 shall apply to Closing as so deferred but provided such deferral may only occur once and, if Closing is deferred and has not taken place on such new date for Closing, to terminate this Agreement (other than Clauses 1, 14.2 and 15.2 to 15.17) without liability on its part but (for the avoidance of doubt) all rights and liabilities of the parties which have accrued before termination shall continue to exist.

7.5 Good Discharge

Any consideration hereunder received by the Principal Seller in respect of the Shares shall be received by the Principal Seller on behalf of the actual shareholder to which it relates and shall be a good discharge of the Purchaser's obligation to pay the consideration due in respect of the Shares and the Purchaser shall have no obligation to enquire into the application thereof.

8 Post-Closing Adjustments

8.1 Draft Cash, Debt and Working Capital Statement

The Purchaser shall procure that as soon as practicable following Closing there shall be drawn up and delivered to the Principal Seller a draft of the Cash, Debt and Working Capital Statement (the "**Draft Cash, Debt and Working Capital Statement**") in accordance with Schedule 3.

8.2 Determination of Cash, Debt and Working Capital Statement

8.2.1 The Draft Cash, Debt and Working Capital Statement as agreed or determined pursuant to paragraph 3 of Part 1 of Schedule 3:

(i) shall constitute the Cash, Debt and Working Capital Statement for the purposes of this Agreement; and

(ii) shall be final and binding on the Sellers and the Purchaser.

8.2.2 Following agreement or determination of the Cash, Debt and Working Capital Statement, the sum of:

(i) US$175,000,000;

(ii) plus the Cash Amount;

(iii) less the Debt Amount; and

(iv) (a) if the Working Capital Amount is less than the Target Working Capital Amount, less an amount equal to such shortfall or (b) if the Working Capital Amount exceeds the Target Working Capital Amount, plus an amount equal to such excess,

(in aggregate the "**Final Amount**") shall be calculated.

8.2.3 The Cash Amount, the Debt Amount and the Working Capital Amount shall be derived from the Cash, Debt and Working Capital Statement.

8.3 Adjustment to the Purchase Price and balancing payments

8.3.1 Cash, Debt and Working Capital Statement

(i) If the Final Amount is less than the Purchase Price, the Sellers shall repay to the Purchaser an amount equal to the difference as a reduction in the Purchase Price.

(ii) If the Final Amount is greater than the Purchase Price, the Purchaser shall pay to the Sellers an additional amount equal to the difference as an increase in the Purchase Price.

(iii) Any payment pursuant to this Clause 8.3 shall be made on or before 10 Business Days after the date on which the process described in paragraph 3 of Part I of Schedule 3 for the preparation of the Cash, Debt and Working Capital Statement is complete.

(iv) The maximum amount payable pursuant to this Clause 8.3.1 shall be *.

8.3.2 Interest

Any payment to be made in accordance with this Clause 8 shall include interest thereon calculated from the Closing Date to the date of payment at a rate per annum equal to LIBOR. Such interest shall accrue from day to day.

9 Pensions

The provisions of Schedule 7 shall apply in respect of the Pension Schemes.

10 Warranties

10.1 The Principal Seller's Warranties

10.1.1 Subject to Clause 10.2 and Schedule 6, the Principal Seller warrants to the Purchaser in terms of the statements set out in Schedule 4 as of the date of this Agreement (other than the Principal Seller's Warranties relating to the 2004 Accounts which shall be deemed to be warranted as at the date of delivery of the 2004 Accounts to the Purchaser) and immediately prior to but as at Closing.

10.1.2 Each of the Principal Seller's Warranties shall be separate and independent and shall not be limited by reference to any other paragraph of Schedule 4 or by anything in this Agreement save for Clause 10.2 and Schedule 6 and as otherwise expressly stated.

10.1.3 Any Principal Seller's Warranty qualified by the expressions "to the best of the Principal Seller's knowledge, information and belief", "so far as the Principal Seller is aware" or any similar expressions shall, unless otherwise stated, be deemed to refer to the actual knowledge as at the date on which the Principal Seller's Warranty is given or deemed to be given of any of the Sellers other than the Principal Seller, and the actual knowledge of the Principal Seller on that date resulting only from the Principal Seller having made reasonable enquiries of Mike Sayers, David Grigson, Howard Edelstein, Philip Emery, Michael Harris, Don Brook, Ed Banks, Brennan Carley, Chris Church, Kirsten English, Rick Snape and Rachel Flam on that date.

10.2 Principal Seller's Disclosures

The Principal Seller's Warranties are subject to the matters which are fairly disclosed in this Agreement, the Network Services Agreement or the Disclosure Letter.

10.3 Notification

10.3.1 If after the signing of this Agreement and before Closing:

* text has been redacted for confidentiality

(i) the Principal Seller shall become aware that any of the Principal Seller's Warranties was untrue, inaccurate or misleading in any material respect as of the signing of this Agreement; or

(ii) any event shall occur or matter shall arise of which the Principal Seller becomes aware which results or may result in any of the Principal Seller's Warranties being untrue, inaccurate or misleading in any material respect at Closing,

the Principal Seller shall immediately notify the Purchaser in writing as soon as practicable and in any event prior to Closing setting out in reasonable detail the available relevant information and the Principal Seller shall make such investigation concerning the event or matter and take such action or procure the taking of such action as the Purchaser may reasonably require.

10.3.2 Any notification pursuant to Clause 10.3.1 shall not operate as a disclosure pursuant to Clause 10.2 of this Agreement and the Principal Seller's Warranties shall not be subject to such notification.

10.4 Breach of Warranties

10.4.1 The Purchaser shall be entitled to terminate this Agreement (other than Clauses 1, 14.2 and 15.2 to 15.17) prior to Closing taking place (but not after Closing) by notice in writing to the Principal Seller if there is one or more material breach(es) of the Principal Seller's Warranties (whether as made at the date of this Agreement or as at Closing) which breach or breaches, taking into account the effect of Schedule 6, gives or will give rise to, or is or are reasonably likely to give rise to, a liability in respect of such breach(es) exceeding *.

10.4.2 If the Purchaser becomes aware prior to Closing of any circumstances constituting a breach of the Principal Seller's Warranties (whether by virtue of the operation of Clause 10.3 or otherwise), it shall prior to exercising any rights under this Agreement allow the Principal Seller a reasonable opportunity, having regard to the nature of the breach and the date of Closing (if known), to remedy such breach prior to Closing.

10.4.3 If the Purchaser becomes entitled to terminate this Agreement under Clause 10.4.1, but elects not to do so, then, subject to Schedule 6, the Purchaser shall remain entitled to pursue its claim for breach of the Principal Seller's Warranties.

10.5 Termination

No party shall have the right to terminate this Agreement for any reason other than in the circumstances set out in Clauses 7.4.2 or 10.4.

10.6 The Principal Seller's Waiver of Rights against the Group

Save in the case of fraud or dishonesty, the Principal Seller undertakes to the Purchaser for itself and as trustee for the Group Companies and their respective directors, officers and agents and the Relevant Employees to waive any rights, remedies or claims which it may have in respect of any misrepresentation, inaccuracy or omission in or from any information or advice supplied or given by the Group Companies or their respective directors, officers or agents or the Relevant Employees in connection with assisting the

* text has been redacted for confidentiality

Principal Seller in the giving of any Principal Seller's Warranty or the preparation of the Disclosure Letter.

10.7 Effect of Closing

The Principal Seller's Warranties, the Purchaser's warranties referred to in Clause 10.8 and all other provisions of this Agreement shall not be extinguished or affected by Closing or by any other event or matter, except by a specific and duly authorised written waiver or release by the party to this Agreement who benefits under the relevant provision or to the extent that such provisions are satisfied by Closing.

10.8 The Purchaser's Warranties

The Purchaser warrants to each of the Sellers in terms of the statements set out in Schedule 5 as of the date of this Agreement.

11 Limitation of Sellers' Liability and Claims Procedure.

The provisions of Schedule 6 shall apply to this Agreement.

12 Indemnities, Insurance and the Cash Cancellation Proposal

12.1 Indemnities

The provisions of Schedule 12 shall apply to this Agreement.

12.2 Insurance

12.2.1 The Principal Seller shall before Closing procure that the existing Directors' and Officer's liability insurance policy under which Group Companies and their directors and officers enjoy cover is extended for a run-off period of six years from Closing. The cost of such extension shall be met by the Company prior to Closing.

12.2.2 The Purchaser shall, and shall procure that the relevant Group Companies entitled thereto shall, use reasonable endeavours to recover from PMIC any amounts pre-paid as at Closing by the Group (or on its behalf) in respect of insurance. To the extent that any amount is recovered in respect of such pre-payment, the Purchaser shall pay an equivalent amount to the Principal Seller by way of additional consideration for the Shares.

12.3 Cash Cancellation Proposal

The provisions of Schedule 16 shall apply to this Agreement.

13 Restrictions on the Sellers and other post-Closing obligations

13.1 Restrictions

The Principal Seller undertakes with the Purchaser for itself and as trustee for the Group Companies that:

13.1.1 no member of the Sellers' Post-Closing Group which is a wholly-owned subsidiary of Reuters Group PLC, and no directors of any such member of the Sellers' Post- Closing Group; and

13.1.2 it will procure, to the extent to which it is able to do so by the exercise of its voting rights only, that no member of the Sellers' Post-Closing Group which is a subsidiary, but not a wholly-owned subsidiary, of Reuters Group PLC, and no directors of any such member of the Sellers' Post-Closing Group,

will in any Relevant Capacity during the Restricted Period,

13.1.3 subject to Clause 13.2, directly or indirectly carry on any Competitive Business;

13.1.4 for the purposes of a Competitive Business and in competition with the business of any Group Company as now carried on, canvass or solicit the custom of any person, firm or company who has within two years prior to Closing been a regular customer of any Group Company in relation to the business of the Group Company;

13.1.5 induce or seek to induce any present Restricted Employee to become employed whether as employee, consultant or otherwise by any member of the Sellers' Post- Closing Group, whether or not such Restricted Employee would thereby commit a breach of his contract of service. The placing of an advertisement available to a member of the public generally and the recruitment of a person through an employment agency shall not constitute a breach of this Clause 13 provided that no member of the Sellers' Group encourages or advises such agency to approach any Restricted Employee;

13.1.6 make public announcements or issue statements promoting any Competitive Business;

13.1.7 enter into any joint marketing arrangement with any person to promote such person's Competitive Business; or

13.1.8 fund or participate in the development of products or services of a Competitive Business.

13.2 Exceptions

The restriction in Clause 13.1 (other than Clause 13.1.5), shall not prevent any member of the Sellers' Post-Closing Group, or any directors of any member of the Sellers' Post- Closing Group in his Relevant Capacity from:

13.2.1 carrying on or being interested in any activities of a type which the Seller's Post- Closing Group or any of its members is currently carrying on or in which it is currently engaged, concerned or interested or anything substantially similar to such activities;

13.2.2 continuing any client or customer relationship existing on the date of this Agreement (other than developing such relationship to include a Competitive Business);

13.2.3 acquiring and thereafter managing and operating any business, firm, company or group of companies if the Competitive Business is incidental to the activities of such business, firm, company or group of companies at the time of the acquisition and provided that the Competitive Business acquired is not thereafter substantially developed or extended in its scope (in the event of any disposal of such Competitive Business is subsequently proposed by a member of the Sellers' Post- Closing Group, it is the current intention of the Principal Seller that it would approach the Purchaser with respect to such disposal, provided that any failure to do so shall not entitle the Purchaser to any remedy under this Agreement);

13.2.4 holding an equity interest in any body corporate (whether listed or unlisted) which confer not more than twenty per cent. of the votes which could normally be cast at a general meeting of, or the right to elect or appoint a majority of the board of directors of, such body corporate;

13.2.5 obtaining products or services from any third party unless it is prohibited from doing so under the Network Services Agreement or in circumstances where it has a right to terminate the Network Services Agreement or where the Purchaser cannot or will not supply services to the Principal Seller under and in accordance with the terms of the Network Services Agreement;

13.2.6 acting in accordance with any contract, agreement or other arrangement entered into from time to time between it or it and any other member of the Sellers' Post- Closing Group, on the one hand, and any member of the Group or the Purchaser's Group on the other;

13.2.7 continuing to hold an interest in Savvis Communications Corporation, continuing its existing commercial relationships or acting in accordance with any contract, agreement or other arrangement entered into with Savvis Communications Corporation and/or members of its group in the ordinary course of business;

13.2.8 conducting its media, editorial and news agency business in the ordinary course, whether or not such business refers to or makes comments relating to a Competitive Business; or

13.2.9 making announcements or statements relating to agreements entered into with network service providers or the network services the Seller's Post-Closing Group is receiving from such network service providers.

13.3 Reuters post-Closing obligations

13.3.1 As soon as is reasonably possible after Closing or (to the extent that the Principal Seller is not aware of such ownership as at Closing) reasonably promptly on becoming aware of the same, the Principal Seller shall procure the transfer, or (in the case of such domain names registered in the name of an employee of any member of the Sellers' Post-Closing Group) use all reasonable endeavours to co- operate with the Purchaser with a view to procuring the transfer to the Purchaser (or such other person as the Purchaser may direct) of any internet domain names registered in the name of any member of the Sellers' Post-Closing Group or any employee of any member of the Sellers' Post-Closing Group that include (i) the name "Radianz"; (ii) any other registered trade mark owned by the Purchaser or any Group Company; or (iii) any unregistered trade mark that is listed in Part 2 of Schedule 8, save that the Principal Seller shall not be required to transfer any domain name under this Clause 13.3.1 that contains a word identical or confusingly similar to a trade mark owned by the Sellers' Post-Closing Group.

13.3.2 The Principal Seller shall, to the extent possible (and having regard to customers' wishes), refer to the Company and/or the Purchaser any requests or enquiries it receives from third parties relating to the part of the business of the Group which provides managed internet protocol extranet services on a shared infrastructure platform to users in the financial services sector for communication with their customers, suppliers and/or their extended communities of interest.

13.3.3 In this Clause 13.3.3, terms that are not defined in this Agreement shall have the meaning given to them in the Network Services Agreement. The Principal Seller agrees to promote the benefits of meshing (both between Reuters Products, and Reuters Products and third party customer products) to both its Personnel and its Customers, including taking the following steps: The Principal Seller agrees to maintain policies within the Sellers' Post-Closing Group that support the principles of meshing to both its Personnel and its Customers (including, but not limited to, promoting and supporting publicly in the relevant markets, and to the Principal Seller's existing and potential Customers). In the event that the Purchaser or the Principal Seller finds members of the Sellers' Post-Closing Group not supporting this principle, the Principal Seller shall take all reasonable steps to prevent (as soon as practicably possible) such Personnel continuing such activities provided that it is not against the Principal Seller's business interests. For the avoidance of doubt, it is the Principal Seller's intention that for New Services the Purchaser shall control the relevant physical access circuits.

13.4 Reasonableness of Restrictions

The Principal Seller agrees that the restrictions contained in this Clause 13 are no greater than is reasonable and necessary for the protection of the interests of the Purchaser and the Group Companies but if any such restriction shall be held to be void but would be valid if deleted in part or reduced in application, such restriction shall apply with such deletion or modification as may be necessary to make it valid and enforceable.

13.5 Interpretation

The following terms shall have the following meanings respectively in this Clause 13:

13.5.1 "**Competitive Business**" means a business which provides managed internet protocol extranet services on a shared infrastructure platform to users in the financial services sector for communication with their customers, suppliers and/or their extended communities of interest which competes in a material respect with the business of the Group as it is carried on at the date of this Agreement and whose services and products are capable of being substituted in place of the services and products of the Group;

13.5.2 "**Relevant Capacity**" means, in relation to a member of the Sellers' Post-Closing Group, for its own account or for that of any person, firm or company (other than the Purchaser or the Group Companies) or in any other manner; and, in relation to a directors thereof, for the account of the member of the Sellers' Post-Closing Group of which he is a director;

13.5.3 "**Restricted Employee**" means any Senior Employee; and

13.5.4 "**Restricted Period**" means three years commencing on Closing or such shorter period of time recognised by applicable law as being binding on the Principal Seller except in relation to Clause 13.1.5 with respect to which **"Restricted Period"** means eighteen months commencing on Closing or such shorter period of time recognised by applicable law as being binding on the Principal Seller.

13.6 Nutley

Following Closing the Purchaser and the Principal Seller will (acting reasonably and in good faith) review the Nutley lease listed in Schedule 9 and agree the most appropriate way forward in respect thereto.

14 Confidentiality

14.1 Announcements

Pending Closing, no announcement or circular in connection with the existence or the subject matter of this Agreement or the Network Services Agreement shall be made or issued by or on behalf of the Sellers' Group or the Purchaser's Group, and the Principal Seller shall procure that the Group shall not make any such announcement or circular, without the prior written approval of the Principal Seller and the Purchaser. This shall not affect any announcement or circular required by law or any regulatory body or the rules of any recognised stock exchange on which the shares of any member of the Sellers' Group or the Purchaser's Group are listed but the party whose group has an obligation to make an announcement or issue a circular shall consult with the other party insofar as is reasonably practicable before complying with such an obligation.

14.2 Confidentiality

14.2.1 The Confidentiality Agreement shall cease to have any force or effect from the date of this Agreement.

14.2.2 Subject to Clause 14.1 and Clause 14.2.3:

(i) each of the Sellers and the Purchaser shall treat as strictly confidential and not disclose or use any information received or obtained as a result of entering into this Agreement or the Network Services Agreement (or any agreement entered into pursuant to this Agreement or the Network Services Agreement) which relates to:

(a) the provisions of this Agreement or the Network Services Agreement or any agreement entered into pursuant to this Agreement or the Network Services Agreement; or

(b) the negotiations relating to this Agreement or the Network Services Agreement (or any such other agreements);

(ii) the Sellers shall treat as strictly confidential and not disclose or use any information relating to the Group Companies following Closing and any other information relating to the business, financial or other affairs (including future plans and targets) of the Purchaser's Group; and

(iii) the Purchaser shall treat as strictly confidential and not disclose or use any information relating to the business, financial or other affairs (including future plans and targets) of the Sellers' Group including, prior to Closing, the Group Companies.

14.2.3 Clause 14.2 shall not prohibit disclosure or use of any information if and to the extent:

(i) the disclosure or use is required by law, any regulatory body, any recognised stock exchange or is necessary as part of a regulatory clearance process;

(ii) the disclosure or use is required to vest the full benefit of this Agreement in the Sellers or the Purchaser;

(iii) the disclosure or use is required for the purpose of any judicial proceedings arising out of this Agreement or the Network Services Agreement or any other agreement entered into under or pursuant to this Agreement or the Network Services Agreement or the disclosure is made to a Tax Authority in connection with the Tax affairs of the disclosing party;

(iv) the disclosure is made to professional advisers of the Sellers or the Purchaser on terms that such professional advisers undertake to comply with the provisions of Clause 14.2 in respect of such information as if they were a party to this Agreement;

(v) the information is or becomes publicly available (other than by breach of the Confidentiality Agreement or of this Agreement or the Network Services Agreement);

(vi) the other party has given prior written approval for the disclosure or use;

(vii) the information is independently developed after Closing; or

(viii) the disclosure is made to a member of the same group as the disclosing party and such member complies with the provisions of Clause 14.2,

provided that prior to disclosure or use of any information pursuant to Clause 14.2.3(i), (ii) or (iii) except in the case of disclosure to a Tax Authority, the party concerned shall promptly notify the other party of such requirement with a view to providing that other party with the opportunity to contest such disclosure or use or otherwise to agree the timing and content of such disclosure or use.

15 Other Provisions

15.1 Further Assurances

15.1.1 Each of the Principal Seller and the Purchaser shall, and shall use reasonable endeavours to procure that any necessary third party shall, from time to time execute such documents and perform such acts and things as the Principal Seller or the Purchaser may reasonably require to transfer the Shares to the Purchaser and to give each of the Principal Seller and the Purchaser the full benefit of this Agreement.

15.1.2 Release of Guarantees

(i) The Purchaser shall use reasonable endeavours to procure by Closing or, to the extent not done by Closing, as soon as reasonably practicable thereafter, the release of the Principal Seller or any member of the Sellers’ Group from any securities, guarantees or indemnities given by or binding upon the Principal Seller or any member of the Sellers’ Group in respect of any liability of the Group Companies. Pending such release the Purchaser shall indemnify the Principal Seller and any member of the Sellers’ Group against all amounts paid by any of them pursuant to any such securities, guarantees and indemnities in respect of such liability of the Group Companies.

(ii) The Principal Seller shall use reasonable endeavours to procure by Closing or, to the extent not done by Closing, as soon as reasonably practicable thereafter, the release of each Group Company from any securities, guaranties or indemnities given by or binding upon the Group Company in respect of any liability of the Principal Seller or any member of the Sellers' Group. Pending such release, the Principal Seller shall indemnify the Group Companies against all amounts paid by any of them pursuant to any such securities, guarantees and indemnities in respect of such liability of the Principal Seller.

15.2 Principal Seller's Liability

15.2.1 The Principal Seller shall be jointly and severally liable with each other Seller for any breach of this Agreement by any other Seller.

15.2.2 Any liability to the Purchaser under this Agreement may in whole or in part be released, compounded or compromised or time or indulgence given by the Purchaser in its absolute discretion as regards any of the Sellers under such liability without in any way prejudicing or affecting its rights against any other or others of the Sellers under the same or a like liability whether joint and several or otherwise.

15.3 Whole Agreement

15.3.1 This Agreement contains the whole agreement between the Sellers and the Purchaser relating to the subject matter of this Agreement at the date of this Agreement to the exclusion of any terms implied by law which may be excluded by contract and supersedes any previous written or oral agreement between the Sellers (or any of them) and the Purchaser in relation to the matters dealt with in this Agreement.

15.3.2 The Purchaser acknowledges that it has not been induced to enter this Agreement by any representation, warranty or undertaking not expressly incorporated into it.

15.3.3 So far as is permitted by law and except in the case of fraud, each of the Sellers and the Purchaser agrees and acknowledges that its only right and remedy in relation to any representation, warranty or undertaking made or given in connection with this Agreement shall be for breach of the terms of this Agreement to the exclusion of all other rights and remedies (including those in tort or arising under statute).

15.3.4 In Clauses 15.3.1 to 15.3.3, "**this Agreement**" includes the Disclosure Letter, the Network Services Agreement and all documents entered into pursuant to this Agreement.

15.4 Reasonableness

Each of the Sellers and the Purchaser confirms it has received independent legal advice relating to all the matters provided for in this Agreement, including the terms of Clause 13 and Clause 15.3 and agrees that the provisions of this Agreement (including the Disclosure

Letter, the Confidentiality Agreement, the Network Services Agreement and all documents entered into pursuant to this Agreement) are fair and reasonable.

15.5 Assignment

15.5.1 Except as otherwise expressly provided in Clause 15.5.2, the Purchaser may not without the prior written consent of the Principal Seller, and none of the Sellers may without the prior written consent of the Purchaser, assign, grant any security interest over, hold on trust or otherwise transfer the benefit of the whole or any part of this Agreement.

15.5.2 The Purchaser may, without the prior written consent of the Principal Seller, and any of the Sellers may, without the prior written consent of the Purchaser, assign to any of its connected companies the benefit of the whole or any part of this Agreement provided that:

(i) such assignment shall not be absolute but shall be expressed to have effect only for so long as the assignee remains a connected company of the party concerned; and

(ii) the assignee shall not be entitled to receive under this Clause any greater amount than that to which the assignor would have been entitled.

For the purposes of this Clause, a “**connected company**” is a company which is a subsidiary of the party concerned or which is a holding company of such party or a subsidiary of such holding company.

15.6 Third Party Rights

15.6.1 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of, or enjoy any benefit under, this Agreement, except to the extent set out in this Clause 15.6.

15.6.2 A Group Company (whilst the Group Company remains in the Purchaser’s Group) may enforce and rely on Clauses 10.4, 13 and 14 to the same extent as if it were a party.

15.6.3 This Agreement may be terminated and any term may be amended or waived without the consent of the person named in Clause 15.6.2.

15.7 Variation

No variation of this Agreement shall be effective unless in writing and signed by or on behalf of each of the Principal Seller and the Purchaser.

15.8 Method of Payment

Except as otherwise specified, wherever in this Agreement provision is made for the payment by one party to another, such payment shall be effected by crediting for same day value the account specified by the payee to the payer reasonably in advance and in sufficient detail to enable payment by telegraphic or other electronic means to be effected on or before the due date for payment.

15.9 Costs

15.9.1 The Sellers shall bear all costs incurred by them and the Sellers' Group in connection with the preparation, negotiation and entry into of this Agreement and the sale of the Shares.

15.9.2 The Purchaser shall bear all such costs incurred by it in connection with the preparation, negotiation and entry into of this Agreement and the purchase of the Shares.

15.10 Stamp Duty, Fees and Taxes

The Purchaser shall bear the cost of all stamp duty, any notarial fees and all registration and transfer taxes and duties or their equivalents in all jurisdictions where such fees, taxes and duties are payable as a result of the transactions provided for by this Agreement. The Purchaser shall be responsible for arranging the payment of such stamp duty and all other such fees, taxes and duties, including fulfilling any administrative or reporting obligation imposed by the jurisdiction in question in connection with the payment of such taxes and duties. The Purchaser shall indemnify the Sellers or any other member of the Sellers' Group against any Losses suffered by the Sellers or member of the Sellers' Group as a result of the Purchaser failing to comply with its obligations under this Clause 15.10.

15.11 Interest

If any of the Sellers or the Purchaser defaults in the payment when due of any sum payable under this Agreement, its liability shall be increased to include interest on such sum from the date when such payment is due until the date of actual payment (after as well as before judgment) at a rate per annum of two and one-half per cent above LIBOR. Such interest shall accrue from day to day and shall be compounded monthly.

15.12 Grossing-up of Indemnity Payments, VAT

15.12.1 Any payment made under this Agreement pursuant to an indemnity, compensation or reimbursement provision shall be paid free and clear of all deductions, withholdings, set-offs or counterclaims whatsoever save only as may be required by law. If any deductions or withholdings are required by law the party making the payment shall be obliged to pay to the payee such sum as will after such deduction or withholding has been made leave the other party with the same amount as it would have been entitled to receive in the absence of any such requirement to make a deduction or withholding, provided that if any party to this Agreement shall have assigned the benefit in whole or in part of this Agreement (other than to a member of the Purchaser's Group to whom the Purchaser directs on or before Closing any Shares are to be transferred in accordance with this Agreement) then the liability of the payee under this Clause 15.12.1 shall be limited to that (if any) which it would have been had no such assignment taken place.

15.12.2 If any Taxation Authority charges to Taxation (or would charge to Taxation in the absence of any Reliefs available to the recipient) any payment made under this Agreement pursuant to an indemnity, compensation or reimbursement provision then the amount so payable shall be grossed up by such amount as will ensure that after payment of the Taxation so charged (or which would have been so charged if any Reliefs available to the recipient were ignored) there shall be left a sum equal to the amount that would otherwise be payable under this Agreement, provided that if any party to this Agreement shall have assigned the benefit in whole or in part of this Agreement (other than to a member of the Purchaser's Group to whom the Purchaser directs on or before Closing any Shares are to be transferred in accordance with this Agreement) then the liability of the payee under this Clause 15.12.2 shall be limited to that (if any) which it would have been had no such assignment taken place.

15.12.3 If the recipient of a payment made under this Agreement pursuant to an indemnity, compensation or reimbursement provision receives a Relief for or refund of any Taxation payable by it or similar benefit by reason of any deduction or withholding for or on account of Taxation then it shall reimburse to the other party such part of such additional amounts paid to it pursuant to Clause 15.12.1, 15.12.2 or 15.12.4 as the recipient of the payment certifies to the other party will leave it (after such reimbursement) in no better and no worse position than it would have been if the other party had not been required to make such deduction or withholding.

15.12.4 Where any sum constituting an indemnity, compensation or reimbursement to any party to this Agreement (the "**Party**") is paid to a person other than the Party but is treated as taxable in the hands of the Party, the payer shall promptly pay to the Party such sum as shall reimburse the Party for all Taxation suffered by it in respect of the payment (after giving credit for any tax relief available to the Party in respect of the matter giving rise to the payment), provided that if any party to this Agreement shall have assigned the benefit in whole or in part of this Agreement (other than to a member of the Purchaser's Group to whom the Purchaser directs on or before Closing any Shares are to be transferred in accordance with this Agreement) then the liability of the Party under this Clause 15.12.4 shall be limited to that (if any) which it would have been had no such assignment taken place.

15.12.5 Where under the terms of this Agreement one party is liable to indemnify or reimburse another party in respect of any costs, charges or expenses, the payment shall include an amount equal to any amounts in respect of VAT thereon incurred by the other party to the extent that neither the other party nor any other member of any VAT group of which it is a member is entitled to credit or repayment of those amounts.

15.12.6 If any payment under this Agreement constitutes the consideration for a taxable supply for VAT purposes, then in addition to that payment the payer shall pay an amount equal to the amount of VAT due against delivery of an appropriate VAT invoice.

15.12.7 The provisions of Schedule 13 shall apply to this Agreement and shall be treated as part of this Agreement.

15.13 Notices

15.13.1 Any notice or other communication in connection with this Agreement (each, a "**Notice**") shall be:

(i) in writing; and

(ii) delivered by hand, fax, pre-paid first class post or courier.

Back to Contents

15.13.2 A Notice to the Principal Seller shall be sent to the following address, or such other person or address as the Principal Seller may notify to the Purchaser from time to time:

Reuters Limited

85 Fleet Street, London EC4P 4AJ

Fax: 44 (0) 207 542 6848

Attention: General Counsel

15.13.3 A Notice to Blaxmill shall be sent to the following address, or such other person or address as Blaxmill may notify to the Purchaser from time to time:

Blaxmill (Six) Limited

85 Fleet Street, London EC4P 4AJ

Fax: 44 (0) 207 542 6848

Attention: General Counsel

15.13.4 A Notice to Reuters C shall be sent to the following address, or such other person or address as Reuters C may notify to the Purchaser from time to time:

Reuters C LLC

The Reuters Building, 3 Times Square, New York, 10036, NY, USA

Fax: +1 646 223 4250

Attention: Nancy Gardner, Area General Counsel

with a copy to:

Reuters Limited

85 Fleet Street, London EC4P 4AJ

Fax: 44 (0) 207 542 6848

Attention: General Counsel

15.13.5 A Notice to Reuters America shall be sent to the following address, or such other person or address as Reuters America may notify to the Purchaser from time to time:

Reuters America LLC

The Reuters Building, 3 Times Square, New York, 10036, NY, USA

Fax: +1 646 223 4250

Attention: Nancy Gardner, Area General Counsel

with a copy to:

Reuters Limited

85 Fleet Street, London EC4P 4AJ

Fax: 44 (0) 207 542 6848

Attention: General Counsel

15.13.6 A Notice to the Purchaser shall be sent to the following address, or such other person or address as the Purchaser may notify to the Sellers from time to time:

British Telecommunications plc

81 Newgate Street, London, EC1A 7AJ

Fax: +44 207 600 6891

Attention: Anne Fletcher, Group General Counsel

15.13.7 A Notice shall be effective upon receipt and shall be deemed to have been received:

(i) 24 hours after posting, if delivered by pre-paid first class post;

(ii) at the time of delivery, if delivered by hand or courier; and

(iii) at the time of transmission in legible form, if delivered by fax.

15.14 Invalidity

15.14.1 If any provision in this Agreement shall be held to be illegal, invalid or unenforceable, in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal, valid and enforceable and gives effect to the commercial intention of the parties.

15.14.2 To the extent it is not possible to delete or modify the provision, in whole or in part, under Clause 15.14.1, then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Agreement and the legality, validity and enforceability of the remainder of this Agreement shall, subject to any deletion or modification made under Clause 15.14.1, not be affected.

15.15 Counterparts

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same instrument. Each of the parties may enter into this Agreement by signing any such counterpart.

15.16 Governing Law and Submission to Jurisdiction

15.16.1 This Agreement and the documents to be entered into pursuant to it, save as expressly referred to therein, shall be governed by and construed in accordance with English law.

15.16.2 Each of the Sellers and the Purchaser irrevocably agrees that the courts of England are to have exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement and the documents to be entered into pursuant to it and that accordingly any proceedings arising out of or in connection with this Agreement and the documents to be entered into pursuant to it shall be brought in such courts. Each of the Sellers and the Purchaser irrevocably submits to the jurisdiction of such courts and waives any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum.

15.17 Agent for Service

15.17.1 Each of Reuters C and Reuters America irrevocably appoints Reuters Limited of 85 Fleet Street, London EC4P 4AJ to be its agent for the receipt of service of process in England. It agrees that any Service Document may be effectively served on it in connection with Proceedings in England and Wales by service on its agent.

15.17.2 Any Service Document shall be deemed to have been duly served on Reuters C or Reuters America (as the case may be) if marked for the attention of Reuters Limited at 85 Fleet Street, London EC4P 4AJ or such other address within England and Wales as may be notified to the party wishing to serve the Document and:

(i) left at the specified address; or

(ii) sent to the specified address by first class post.

In the case of (i), the Service Document will be deemed to have been duly served when it is left. In the case of (ii), the Service Document shall be deemed to have been duly served two clear Business Days after the date of posting.

15.17.3 A copy of any Service Document served on an agent shall be sent by post to Reuters C or Reuters America (as relevant). Failure or delay in so doing shall not prejudice the effectiveness of service of the Service Document.

Back to Contents

In witness whereof this Agreement has been duly executed

SIGNED by Barry Woodward
on behalf of **Reuters Limited**:

/S/ BARRY WOODWARD

SIGNED by Barry Woodward
on behalf of **Blaxmill (Six) Limited**:

/S/ BARRY WOODWARD

SIGNED by Barry Woodward
on behalf of **Reuters C LLC**:

/S/ BARRY WOODWARD

SIGNED by Barry Woodward
on behalf of **Reuters America LLC**:

/S/ BARRY WOODWARD

SIGNED by Neil Rogers
on behalf of **British Telecommunications plc**:

/S/ NEIL ROGERS

Back to Contents

Schedule 1
The Company and the Subsidiaries

1 Particulars of the Company

Name of Company:	**Radianz Limited**
Registered Number:	03918478
Registered Office:	Kingsfield House 66 Prescot Street London E1 8HG
Date and place of incorporation:	03/02/2000; United Kingdom
Issued share capital:	35,001,000 split into: 1000 A Ordinary Shares of £1 each and 35,000,000 C Shares of £0.000005 each. Aggregate nominal value of £1,175.
Authorised share capital:	£1,175
Shareholders and shares held:	Blaxmill (Six) Limited – 510 A Ordinary Shares of £1 each Reuters Limited – 490 A Ordinary Shares of £1 each Mourant & Co Trustees Limited – 35,000,000 C Shares
Directors:	Howard Edelstein (US) David John Grigson (UK, Reuters) Michael Alan Sayers (UK, Reuters)
Secretary:	Philip Emery
Managing Director/Chief Executive Officer:	Howard Edelstein (CEO)
Accounting reference date:	31/12
Auditors:	PricewaterhouseCoopers LLP

2 Particulars of the Subsidiaries

Name of Subsidiary:	**Radianz Connect Services Limited**
Registered Number:	03071954
Registered Office:	Kingsfield House 66 Prescot Street London E1 8HG
Date and place of incorporation:	23/06/1995; United Kingdom
Issued share capital:	126,000 Ordinary Shares of £1 each – aggregate nominal value of £126,000
Authorised share capital:	£126,000

Back to Contents

Name of Subsidiary:	**Radianz Connect Services Limited**
Shareholders and shares held:	Radianz Americas Inc. – 126,000 Ordinary Shares of £1 each
Directors:	Philip John Emery (UK) Caroline Emma Griffin Pain (UK)
Secretary:	Caroline Emma Griffin Pain
Managing Director/Chief Executive Officer:	N/A
Accounting reference date:	31/12
Auditors:	PricewaterhouseCoopers LLP

Name of Subsidiary:	**Radianz Global Limited**
Registered Number:	03918474
Registered Office:	Kingsfield House 66 Prescot Street London E1 8HG
Date and place of incorporation:	03/02/2000; United Kingdom
Issued share capital:	2 Ordinary Shares of £1 each (nil paid) – aggregate nominal value of £2
Authorised share capital:	£100, divided into 100 Ordinary Shares of £1 each
Shareholders and shares held:	Radianz Limited – 2 Ordinary Shares
Directors:	Howard Edelstein (US) Philip John Emery (UK) Paul Richard Lee (UK) Michael Owen Daly (UK)
Secretary:	Caroline Emma Griffin Pain
Managing Director/Chief Executive Officer:	N/A
Accounting reference date:	31/12
Auditors:	PricewaterhouseCoopers LLP

Name of Subsidiary:	**Radianz Global Network Operations Limited (Inactive)**
Registered Number:	77145 FC 023371 (registered in the UK as an overseas company on 07/08/2001)
Registered Office:	22 Grenville Street St Helier Jersey

Back to Contents

Name of Subsidiary:	**Radianz Global Network Operations Limited (Inactive)** Channel Islands
Date and place of incorporation:	02/05/2000; Channel Islands (Jersey)
Issued share capital:	59,834 Ordinary Shares of £1 each fully paid
Authorised share capital:	£60,000 divided into 60,000 ordinary shares of £1 each
Shareholders and shares held:	Radianz Limited – 59,834 Ordinary Shares
Directors:	Caroline Emma Griffin Pain (UK) Philip John Emery (UK)
Secretary:	Mourant & Co Secretaries Limited
Managing Director/Chief Executive Officer:	N/A
Accounting reference date:	31/12
Auditors:	N/A

Name of Subsidiary:	**Radianz Global Sales Limited (Inactive)**
Registered Number:	04006749
Registered Office:	Kingsfield House 66 Prescot Street London E1 8HG
Date and place of incorporation:	02/06/2000; United Kingdom
Issued share capital:	2 Ordinary Shares of £1 each (nil paid) – aggregate nominal value of £2
Authorised share capital:	£100 divided into 100 ordinary shares of £1 each
Shareholders and shares held:	Radianz Limited – 2 Ordinary Shares
Directors:	Philip John Emery (UK) Michael Owen Daly (UK)
Secretary:	Caroline Emma Griffin Pain
Managing Director/Chief Executive Officer:	N/A
Accounting reference date:	31/12
Auditors:	PricewaterhouseCoopers LLP

Name of Subsidiary:	**Radianz Proton Limited**
Registered Number:	CR-99946 FC 023398 (registered in the UK as an overseas company on 24/08/2001)
Registered Office:	Ugland House PO Box 309 George Town Grand Cayman Cayman Islands
Date and place of incorporation:	02/05/2000; Cayman Islands
Issued share capital:	27,368 Ordinary Shares of US$1 each
Authorised share capital:	50,000 Ordinary Shares of US$1 each
Shareholders and shares held:	Radianz Limited – 27,368 Ordinary Shares of US$1 each
Directors:	Philip John Emery (UK) Caroline Emma Griffin Pain (UK)
Secretary:	Atricia Sobers (of Maples Calder)
Managing Director/Chief Executive Officer:	N/A
Accounting reference date:	31/12
Auditors:	N/A

Name of Subsidiary:	**Radianz Japan K.K.**
Registered Number:	027174
Registered Office:	SN Building 318-3 Kiba, Koto-ku Tokyo Japan
Date and place of incorporation:	12/06/2000; Japan
Issued share capital:	200 shares of Y50,000 each
Authorised share capital:	800 shares of Y50,000 each
Shareholders and shares held:	Radianz Limited – 200 shares of Y50,000 each
Directors:	TK Yim (Hong Kong) Philip John Emery (UK) Sean Yoshida (Resident)
Secretary:	N/A
Managing Director/Chief Executive Officer:	N/A
Accounting reference date:	31/12

Back to Contents

Name of Subsidiary:	**Radianz Japan K.K.**
Auditors:	N/A

Name of Subsidiary:	**Radianz Asia Pte Limited**
Registered Number:	200003791N
Registered/Principal Office:	18 Science Park Drive Singapore 118229
Date and place of incorporation:	03/05/2000; Singapore
Issued share capital:	2 Ordinary Shares of S$1 each
Authorised share capital:	S$100,000 divided into 100,000 Ordinary Shares of S$1 each
Shareholders and shares held:	Radianz Limited – 2 Ordinary Shares of S$1 each
Directors:	Philip John Emery (UK) Rita Ow (Resident)
Secretary:	Michele Foo
Managing Director/Chief Executive Officer:	N/A
Accounting reference date:	31/12
Auditors:	N/A

Name of Subsidiary:	**Radianz Switzerland S.A.**
Registered Number:	CH-660-1351000-7
Registered Office:	153 Route de Thonon 1245 Collonge – Bellerive Switzerland
Date and place of incorporation:	23/06/2000; Switzerland
Issued share capital:	100 shares of CHF1,000 each
Authorised share capital:	CHF100,000 divided into 100 shares of CHF1,000 each
Shareholders and shares held:	Radianz Limited – 97 shares of CHF1,000 each Philip John Emery – 1 share of CHF1,000 each Reto Huber – 1 share of CHF1,000 each Philippe Kozuchowski – 1 share of CHF1,000 each

Back to Contents

Name of Subsidiary:	**Radianz Switzerland S.A.**
Directors:	Philip John Emery (UK) Philippe Kozuchowski (Resident) Reto Huber (Resident)
Secretary:	N/A
Managing Director/Chief Executive Officer:	N/A
Accounting reference date:	31/12
Auditors:	PricewaterhouseCoopers LLP

Name of Subsidiary:	**Radianz Portugal Lda**
Registered Number:	505229447
Registered Office:	Rua Camilo Castelo Branco 36-44 1º andar Lisboa
Date and place of incorporation:	12/01/2001; Portugal
Issued share capital:	€5,000
Authorised share capital:	€5,000
Shareholders and shares held:	Radianz Limited – 1 quota of €5,000
Directors:	Philip John Emery (UK) Pedro Carvalho (Resident)
Secretary:	N/A
Managing Director/Chief Executive Officer:	N/A
Accounting reference date:	31/12
Auditors:	N/A

Name of Subsidiary:	**Radianz Belgium Sprl**
Registered Number:	645.932
Registered Office:	61 Rue de Treves B-1040 Brussels
Date and place of incorporation:	12/12/2000; Belgium
Issued share capital:	744 units of €25 each, fully paid
Authorised share capital:	€18,600
Shareholders and shares held:	Radianz Limited - 743 units of €25 each Philip John Emery – 1 unit of €25

Back to Contents

Name of Subsidiary:	**Radianz Belgium Sprl** each
Directors:	Philip John Emery (UK) Michael Owen Daly (UK)
Secretary:	N/A
Managing Director/Chief Executive Officer:	Philip John Emery (MD)
Accounting reference date:	31/12
Auditors:	N/A

Name of Subsidiary:	**RDZ Netherlands BV**
Registered Number:	34146551
Registered Office:	Drentestraat 11 1803 HK Amsterdam
Date and place of incorporation:	13/12/2000; The Netherlands
Issued share capital:	€18,000 being 180 shares of €100 each
Authorised share capital:	€90,000
Shareholders and shares held:	Radianz Limited – 180 shares of €100 each
Directors:	Philip John Emery (UK) Caroline Emma Griffin Pain (UK)
Secretary:	N/A
Managing Director/Chief Executive Officer:	N/A
Accounting reference date:	31/12
Auditors:	N/A

Name of Subsidiary:	**Radianz Spain S.L.**
Registered Number:	B82831306
Registered Office:	Paseo de la Castellana 36-38 28046 Madrid
Date and place of incorporation:	07/12/2000; Spain
Issued share capital:	3,006 shares of €1 each
Authorised share capital:	€3,006, Esp.500,000

Back to Contents

Name of Subsidiary:	**Radianz Spain S.L.**
Shareholders and shares held:	Radianz Limited – 3,006 shares of €1 each
Directors:	Michael Owen Daly (UK) Philip John Emery (UK) Caroline Emma Griffin Pain (UK)
Secretary:	Jose Ingacio Gonzalez Pinal
Managing Director/Chief Executive Officer:	Michael Owen Daly
Accounting reference date:	31/12
Auditors:	N/A

Name of Subsidiary:	**Radianz Luxembourg Sarl**
Registered Number:	B 79 246
Registered Office:	12, Rue Eugène Ruppert, L-2453 Luxembourg
Date and place of incorporation:	06/12/2000; Luxembourg
Issued share capital:	720 units of €25 each
Authorised share capital:	No authorised capital for a Sarl
Shareholders and shares held:	Radianz Limited – 720 units of €25 each
Directors:	Philip John Emery (UK) Paul Felix (Resident)
Secretary:	N/A
Managing Director/Chief Executive Officer:	N/A
Accounting reference date:	31/12
Auditors:	N/A

Name of Subsidiary:	**Radianz France S.A.S.**
Registered Number:	B431931070
Registered/Principal Office:	19-21 Rue Poissoniere 75002 Paris
Date and place of incorporation:	20/06/2000; France
Issued share capital:	€40,000 divided into 2,500 shares of €16 each FRF125,000 paid up
Authorised share capital:	€40,000

Back to Contents

Name of Subsidiary:	**Radianz France S.A.S.**
Shareholders and shares held:	Radianz Limited – 2,500 shares of FRF50 each (to be fully paid by 20.05.2005)
President:	Michael Daly
Secretary:	N/A
Managing Director/Chief Executive Officer:	N/A
Accounting reference date:	31/12
Auditors:	Henri Fouillet

Name of Subsidiary:	**Radianz Australia Pty Limited**
Registered Number:	091 862 038
Registered Office:	Level 1 160 Queen Street Melbourne, Victoria 3000
Date and place of incorporation:	17/04/2000; Australia (New South Wales)
Issued share capital:	100 Ordinary Shares of AU$1 each
Authorised share capital:	AU$100
Shareholders and shares held:	Radianz Limited – 100 Ordinary Shares of AU$1 each
Directors:	Philip John Emery (UK) Siu Wai Yam (Joseph Yam) (Resident)
Secretary:	N/A
Managing Director/Chief Executive Officer:	N/A
Accounting reference date:	31/12
Auditors:	PricewaterhouseCoopers LLP

Name of Subsidiary:	**Radianz US Inc.**
Registered Number:	N/A
Principal Office:	575 Lexington Avenue New York NY 10022 USA

Back to Contents

Name of Subsidiary:	**Radianz US Inc.**
Date and place of incorporation:	17/03/2000; USA (Delaware)
Issued share capital:	100 shares of US$0.01 each
Authorised share capital:	US$1
Shareholders and shares held:	Radianz Americas Inc.
Directors:	Howard Edelstein (US) Brennan Carley (US)
Secretary:	Caroline Emma Griffin Pain
Managing Director/Chief Executive Officer:	N/A
Accounting reference date:	31/12

Name of Subsidiary:	**Radianz Americas Inc.**
Registered Number:	N/A
Principal Office:	575 Lexington Avenue New York NY 10022 USA
Date and place of incorporation:	23/05/2000; USA (Delaware)
Issued share capital:	10,200 shares of US$0.01 each 15,800 preferred shares of US$1 each
Authorised share capital:	10,200 shares of US$0.01 each 15,800 preferred shares of US$1 each
Shareholders and shares held:	Radianz Limited – 10,200 shares of common stock Reuters Limited – 7,900 6.5% Preference Shares Reuters C LLC – 5,100 6.5% Preference Shares Reuters America LLC – 2,800 6.5% Preference Shares
Directors:	Howard Edelstein (US) Brennan Carley (US) Michael Harris (US)
Secretary:	Carolina Emma Griffin Pain
Managing Director/Chief Executive Officer:	N/A
Accounting reference date:	31/12

Back to Contents

Name of Subsidiary:	**Radianz GmbH**
Registered Number:	196415
Registered Office:	Boersegasse 11 Vienna 01010 Austria
Date and place of incorporation:	22/06/2000; Austria
Issued share capital:	€35,000 of which €17,500 is fully paid up in cash
Authorised share capital:	€35,000
Shareholders and shares held:	Radianz Limited – €35,000
Directors:	Philip John Emery (MD) Vera Singer (MD)
Secretary:	N/A
Managing Director/Chief Executive Officer:	Philip John Emery (UK) Vera Singer (Resident)
Accounting reference date:	31/12
Auditors:	N/A

Name of Subsidiary:	**Radianz Germany GmbH**
Registered Number:	HRB49272
Registered Office:	Hanauer Landstrasse 207 60314 Frankfurt Germany
Date and place of incorporation:	28/07/2000; Germany
Issued share capital:	€25,000
Authorised share capital:	€25,000
Shareholders and shares held:	Radianz Limited – €25,000
Directors:	Philip John Emery (UK) Rudolf Schaefer (Resident)
Secretary:	N/A
Managing Director/Chief Executive Officer:	Philip John Emery (MD) Rudolf Schaefer (MD)
Accounting reference date:	31/12
Auditors:	PricewaterhouseCoopers LLP

Back to Contents

Name of Subsidiary:	**Radianz Hong Kong Limited**
Registered Number:	715107
Registered Office:	10th Floor, Cityplaza 3 14 Taikoo Wan Road Taikoo Shing Quarry Bay Hong Kong
Date and place of incorporation:	05/05/2000; Hong Kong
Issued share capital:	2 shares of HK$2 each
Authorised share capital:	1,000 shares of HK$1 each
Shareholders and shares held:	Radianz Limited – 1 share of HK$1 Radianz Global Limited – 1 share of HK$1
Directors:	Sean Yoshida (Japan) Philip John Emery (UK) TK Yim (Resident)
Secretary:	Tricor Secretaries Limited
Managing Director/Chief Executive Officer:	N/A
Accounting reference date:	31/12
Auditors:	PricewaterhouseCoopers LLP

Name of Subsidiary:	**Radianz Italia S.r.l.**
Registered Number:	1613021
Registered/Principal Office:	Viale Fulvio Testi 280 20126 Milan Italy
Date and place of incorporation:	28/05/2000; Italy
Issued share capital:	10,000 quotas of €1 each
Authorised share capital:	€10,000 divided into 10,000 quotas of €1 each
Shareholders and shares held:	Radianz Limited – 5,000 quotas of €1 each Radianz Global Limited – 5,000 quotas of €1 each
Directors:	Philip John Emery (UK) Michael Owen Daly (UK) Roberto Spada (Resident)

Back to Contents

Name of Subsidiary:	**Radianz Italia S.r.l.**
Secretary:	N/A
Managing Director/Chief Executive Officer:	Michael Owen Daly (MD)
Accounting reference date:	31/12
Auditors:	N/A

Name of Subsidiary:	**Radianz Canada Inc. (Inactive)**
Registered Number:	1498141
Registered Office:	199 Bay Street Suite 2800 Commerce Court West Toronto Ontario M5L 1A9
Date and place of incorporation:	23/10/2001; Canada (Ontario)
Issued share capital:	1 common share of C$1 each
Authorised share capital:	Unlimited
Shareholders and shares held:	Radianz Limited – 1 common share of C$1 each
Directors:	Philip John Emery (UK) Craig Thorbun (Resident) David Shaw (Resident)
Secretary:	N/A
Managing Director/Chief Executive Officer:	N/A

Name of Subsidiary:	**Radianz US Holdings Inc. (Inactive)**
Registered Number:	N/A
Principal Office:	575 Lexington Avenue New York NY 10022 USA
Date and place of incorporation:	28/03/2001; USA (Delaware)
Issued share capital:	10,000 shares of US$0.01 each
Shareholders and shares held:	Radianz Limited
Directors:	Denise Clolery (Radianz) Mark Hirschhorn (Radianz)

Back to Contents

Name of Subsidiary:	**Radianz US Holdings Inc. (Inactive)**
Secretary:	N/A
Managing Director/Chief Executive Officer:	N/A

Name of Subsidiary:	**RDZ Sweden AB**
Registered Number:	556605-4945
Registered Office:	P.O. Box 1732 SE-111 87 Stockholm
Date and place of incorporation:	18/01/2001; Sweden
Issued share capital:	SEK200,000 being 2,000 shares of SEK100 per share
Authorised share capital:	SEK400,000 divided into 4,000 shares of SEK100 each
Shareholders and shares held:	Radianz Limited – 2,000 shares of SEK100 per share
Directors:	Philip John Emery (UK) John Martinsson (Resident)
Secretary:	N/A
Managing Director/Chief Executive Officer:	N/A
Auditors:	PricewaterhouseCoopers LLP

Schedule 2
Closing Obligations
(Clause 7)

1 Principal Seller's Obligations

1.1 General Obligations

On Closing, the Principal Seller shall deliver or make available to the Purchaser the following:

1.1.1 evidence of the due fulfilment of the conditions set out in Clause 4 for which the Principal Seller is responsible;

1.1.2 evidence that each of the Sellers is authorised to execute this Agreement and, as appropriate, the Network Services Agreement;

1.1.3 transfers of the Shares duly executed by the registered holders in favour of the Purchaser or as it may direct accompanied by the relative share certificates (or an express indemnity in a form satisfactory to the Purchaser (acting reasonably) in the case of any certificate found to be missing);

1.1.4 the written resignations of each of David Grigson and Michael Sayers from his office as a director of the Company in the Agreed Terms to take effect on the date of Closing;

1.1.5 if practicable, the Principal Seller having used reasonable endeavours to obtain the same, the written resignation of Henri Foulet, auditor of Radianz France S.A.S, to take effect on the Closing Date, with an acknowledgement signed by such person in a form satisfactory to the Purchaser (acting reasonably) to the effect that he has no claim against Radianz France S.A.S or otherwise complying with any relevant law or regulation;

1.1.6 in each case where the said information is not in the possession of the relevant Group Company, the corporate books and records including the shareholders' register and share certificates in respect of the Shares in the Subsidiaries held by the Group Companies, and all other books and records required to be kept by each Group Company under the law of its jurisdiction of incorporation;

1.1.7 in each case where the said information is not in the possession of the relevant Group Company, all the financial and accounting books and records of each Group Company;

1.1.8 (if the Purchaser so requires on not less than 2 Business Days' notice) irrevocable powers of attorney (in such form as the Purchaser may reasonably require) executed by each of the holders of the Shares in favour of the Purchaser to enable the Purchaser (pending registration of the relevant transfers) to exercise all voting and other rights attaching to the Shares and to appoint proxies for this purpose; and

1.1.9 any releases which the parties have obtained under Clause 15.1.2.

1.2 Other Agreements

On Closing, the Principal Seller shall enter into the Novation Agreement.

1.3 Board Resolutions of the Group Companies

On or prior to Closing, the Principal Seller shall procure the passing of Board Resolutions of each Group Company *inter alia*:

1.3.1 (if so required by the Purchaser acting reasonably on not less than 2 Business Days' notice) revoking all relevant existing authorities to bankers in respect of the operation of its bank accounts and giving authority in favour of such persons as the Purchaser may nominate to operate such accounts (if passed prior to Closing such Board Resolutions may be subject to Closing);

1.3.2 in the case of the Company and, if required, the US Company, approving the registration of the share transfers referred to in paragraph 1.1.3 of this Schedule subject only to their being duly stamped; and

1.3.3 in the case of the Company, accepting the resignations referred to in paragraph 1.1.4 of this Schedule and appointing such persons (within the maximum number permitted by the Articles of Association) as the Purchaser may nominate as directors and secretary (if passed prior to Closing such Board Resolutions may be subject to Closing),

and shall hand to the Purchaser copies of such Resolutions.

2 The Purchaser's Obligations

On Closing:

2.1.1 the Purchaser shall deliver or make available to the Principal Seller:

(i) evidence of the due fulfilment of the conditions set out in Clause 4 for which the Purchaser is responsible; and

(ii) evidence that the Purchaser is authorised to execute this Agreement and the Network Services Agreement; and

2.1.2 the Purchaser shall enter into the Novation Agreement.

Schedule 3
Part 1
Cash, Debt and Working Capital Statement

(Clause 8)

1 Form and Content of the Cash, Debt and Working Capital Statement

The Cash, Debt and Working Capital Statement (the "**Statement**") shall be calculated in accordance with the provisions of this Part 1 of this Schedule 3 and shall be drawn up in the form set out in Part 2 below (excluding those line items that are not necessary to calculate the Cash Amount, the Debt Amount and the Working Capital Amount).

2 Accounting Policies

2.1 The Cash, Debt and Working Capital Statement shall be drawn up in accordance with:

2.1.1 the policies, procedures and practices set out in paragraphs 2.3 to 2.7 below;

2.1.2 to the extent not inconsistent with paragraph 2.1.1, the accounting policies, procedures and practices adopted by the Company in the preparation of the financial statements forming part of the unaudited management accounts relating to the Group drawn up for the twelve months to 31 December 2004, as there applied including in relation to accounting discretion and judgment;

2.1.3 to the extent not inconsistent with paragraphs 2.1.1 and 2.2.2, the accounting practices generally accepted in the United States.

2.2 For the avoidance of doubt paragraph 2.1.1 takes precedence over paragraphs 2.1.2 and 2.1.3 and paragraph 2.1.2 takes precedence over paragraph 2.1.3.

2.3 The Cash, Debt and Working Capital Statement shall be drawn up as at close of business on the Closing Statement Date. For the avoidance of doubt, for the purposes of this Schedule 3, the settlement of intra-group indebtedness pursuant to Clause 3.3 of this Agreement shall be deemed to have taken place before the close of business on the Closing Statement Date regardless of when such settlement actually occurs and the Cash Amount, Debt Amount and Working Capital Amount shall be adjusted accordingly.

2.4 Without prejudice to paragraph 2.5 below, the Cash, Debt and Working Capital Statement will reflect the position of the Group Companies as at the Closing Statement Date and will not take into account the effect of the transaction itself, any post-Closing reorganisations, nor in any way the post-Closing intentions of the Purchaser.

2.5 Post-Closing information becoming available in relation to items existing at the Closing Statement Date in the period from the Closing Statement Date to the date the Purchaser submits the Draft Cash, Debt and Working Capital Statement shall be taken into account in the calculation of the Working Capital Amount.

2.6 For the avoidance of doubt, the following shall be excluded from the Cash Amount, the Debt Amount and the Working Capital Amount derived from the Cash, Debt and Working Capital Statement:

2.6.1 any balances relating to deferred tax and Reliefs;

2.6.2 payables relating to any US sales and use and federal USF taxes, to the extent that amounts have been deliberately withheld;

2.6.3 any prepayments to PMIC and other recoverable amounts from PMIC relating to prepaid insurance premiums;

2.6.4 all balances relating to the pension deficits of the Group Companies;

2.6.5 any accrual in relation to any amounts payable in respect of the Cash Cancellation Proposal; and

2.6.6 any accrual in relation to any of those matters referred to in paragraphs 8.3 and 8.4 of Schedule 7 (Pensions).

2.7 An accrual shall be included in relation to the contributions that would have had to be made to the Purchaser's DB Scheme in relation to the period from Principal Seller's UK DB Scheme Leaving Date to the Closing Date in respect of pensionable salary of the employees of the Group who are or were members of the Principal Seller's UK DB Schemes as if they had been members of the Purchaser's DB Scheme as of the Principal Seller's UK DB Scheme Leaving Date and no accrual shall be made in relation to the Principal Seller's UK DB Schemes in relation to such employees.

3 Preparation

3.1 No later than 45 days following Closing, the Purchaser shall deliver to the Principal Seller the Draft Cash, Debt and Working Capital Statement. Prior to such delivery, the Purchaser shall so far as is practicable consult with the Principal Seller with a view to reducing the potential areas of disagreement.

3.2 Each of the Principal Seller and the Purchaser shall co-operate with the other with regard to the preparation, review, agreement or determination of the Draft Cash, Debt and Working Capital Statement and shall, subject to reasonable notice, make available during normal office hours to the other and its representatives and accountants all books and records as the other party may reasonably require.

3.3 If the Principal Seller does not within 30 days of presentation to it of the Draft Cash, Debt and Working Capital Statement give notice to the Purchaser that it disagrees with the Draft Cash, Debt and Working Capital Statement or any item thereof, such notice stating the reasons for the disagreement in reasonable detail and specifying the adjustments which, in the Principal Seller's opinion should be made to the Draft Cash, Debt and Working Capital Statement (the "**Seller's Disagreement Notice**"), the Draft Cash, Debt and Working Capital Statement shall be final and binding on the parties for all purposes. If the Principal Seller gives a valid Seller's Disagreement Notice within such 30 days, the Purchaser and the Principal Seller shall attempt in good faith to reach agreement in respect of the Draft Cash, Debt and Working Capital Statement and, if they are unable to do so within 21 days of such notification, the Purchaser or the Principal Seller may by notice (an "**Appointment Notice**") to the other require that the Draft Cash, Debt and Working Capital Statement be referred to an independent firm of accountants of international repute agreed by the Purchaser and the Principal Seller or, failing agreement within 14 days of the date of giving an Appointment Notice, to be appointed by the President for the time being of the Institute of Chartered Accountants in England and Wales (the "**Reporting Accountants**").

3.4 Within 21 days of the giving of an Appointment Notice, the Purchaser may by notice to the Principal Seller indicate that, in the light of the fact that the Principal Seller has not accepted the Draft Cash, Debt and Working Capital Statement in its entirety, it wishes the Reporting Accountants to consider matters relating to the Draft Cash, Debt and Working Capital Statement which are consequential to those specified in the Seller's Disagreement Notice, such notice stating in reasonable detail the reasons why and in what respects the Purchaser believes that the Draft Cash, Debt and Working Capital Statement should be altered (the "**Purchaser's Disagreement Notice**").

3.5 The Reporting Accountants shall be engaged jointly by the Principal Seller and the Purchaser on the terms set out in this paragraph 3 and otherwise on such terms as shall be agreed; provided that neither the Principal Seller nor the Purchaser shall unreasonably (having regard, *inter alia*, to the provisions of this paragraph 3) refuse its agreement to terms proposed by the Reporting Accountants or by the other party. If the terms of engagement of the Reporting Accountants have not been settled within 30 days of their identity having been determined (or such longer period as the Principal Seller and the Purchaser may agree) then, unless the Principal Seller or the Purchaser is unreasonably refusing its agreement to those terms, those accountants shall be deemed never to have become the Reporting Accountants and new Reporting Accountants shall be selected in accordance with the provisions of this Agreement.

3.6 Except to the extent that the Principal Seller and the Purchaser agree otherwise, the Reporting Accountants shall determine their own procedures but:

3.6.1 apart from procedural matters and as otherwise set out in this Agreement shall determine only:

(i) whether any of the arguments for an alteration to the Draft Cash, Debt and Working Capital Statement put forward in the Seller's Disagreement Notice or the Purchaser's Disagreement Notice is correct in whole or in part; and

(ii) if so, what alterations should be made to the Draft Cash, Debt and Working Capital Statement in order to correct the relevant inaccuracy in it;

3.6.2 shall apply the principles set out in paragraph 2 of this Schedule 3;

3.6.3 shall make their determination pursuant to paragraph 3.5 above as soon as is reasonably practicable;

3.6.4 the procedures of the Reporting Accountants shall:

(i) give the Principal Seller and the Purchaser a reasonable opportunity to make written and oral representations to them;

(ii) require that each of the Principal Seller and the Purchaser supply the other with a copy of any written representations at the same time as they are made to the Reporting Accountants;

(iii) permit each party to be present while oral submissions are being made by the other party; and

(iv) for the avoidance of doubt, the Reporting Accountants shall not be entitled to determine the scope of their own jurisdiction.

3.7 The determination of the Reporting Accountants pursuant to paragraph 3.5 shall:

3.7.1 be made in writing and delivered to each of the Principal Seller and the Purchaser; and

3.7.2 unless otherwise agreed by the Principal Seller and the Purchaser include reasons for each relevant determination.

3.8 The Reporting Accountants shall act as experts and not as arbitrators and their determination of any matter falling within their jurisdiction shall be final and binding on the Sellers and the Purchaser save in the event of manifest error (when the relevant part of their determination shall be void and the matter shall be remitted to the Reporting Accountants for correction). In particular, without limitation, their determination shall be deemed to be incorporated into the Draft Cash, Debt and Working Capital Statement.

3.9 The expenses (including VAT) of the Reporting Accountants shall be borne as they shall direct at the time they make any determination under paragraph 3.5 or, failing such direction, equally between the Purchaser, on the one hand, and the Principal Seller, on the other.

3.10 The Principal Seller and Purchaser shall co-operate with the Reporting Accountants and comply with their reasonable requests made in connection with the carrying out of their duties under this Agreement. In particular, without limitation, the Purchaser and, to the extent relevant, the Principal Seller shall keep up-to-date and, subject to reasonable notice, make available during normal office hours to the Reporting Accountants all books and records relating to the Group as the Reporting Accountants may reasonably request during the period from the appointment of the Reporting Accountants down to the making of the relevant determination.

3.11 Subject to paragraph 3.12, nothing in this paragraph 3 shall entitle a party or the Reporting Accountants access to any information or document which is protected by legal professional privilege or litigation privilege, or which has been prepared by the other party or its accountants and other professional advisers with a view to assessing the merits of any claim or argument.

3.12 Neither the Principal Seller nor the Purchaser shall be entitled by reason of paragraph 3.11 to refuse to supply such part or parts of documents as contain only the facts on which the relevant claim or argument is based.

3.13 Each of the Principal Seller and the Purchaser and the Reporting Accountants shall, and shall procure that its accountants and other advisers shall, keep all information and documents provided to them pursuant to this paragraph 3 confidential and shall not use the same for any purpose, except for disclosure or use in connection with the preparation of the Draft Cash, Debt and Working Capital Statement, the proceedings of the Reporting Accountants or another matter arising out of this Agreement or in defending any claim or argument or alleged claim or argument relating to this Agreement or its subject matter.

Back to Contents

Schedule 4
Warranties given by the Principal Seller under Clause 10

1 Corporate Information

1.1 The Shares and the Group Companies

1.1.1 Each of the Sellers:

(i) is the sole legal and beneficial owner of the Shares set out opposite its name in Schedule 10; and

(ii) has the right to exercise all voting and other rights over the Shares set out opposite its name in Schedule 10.

1.1.2 The Ordinary Shares and the C Shares comprise the whole of the issued and allotted share capital of the Company. The Ordinary Shares and the C Shares have been properly and validly issued and allotted and are each fully paid or credited as fully paid.

1.1.3 All of the issued shares of each of the Subsidiaries (other than in respect of the US Company, the Preference Shares) and all the voting and other rights over such shares are legally and beneficially held by the Company or a Group Company other than those shares held by the individuals listed in paragraph 2 of Schedule 1 as the holders of shares in the Group who, in each case, hold such Shares on trust for a member of the Group.

1.1.4 The shares in the Subsidiaries listed in paragraph 2 of Schedule 1 comprise the whole of the issued and allotted share capital of the Subsidiaries, (including, in respect of the US Company, the Preference Shares) have been properly and validly issued and allotted and, save for the 2 issued ordinary shares of £1 each in the capital of Radianz Global Sales Limited, the 2 ordinary shares of £1 each in the capital of Radianz Global Limited and the 2,500 shares of €16 each in the capital of Radianz France S.A.S. (each of which are nil paid), are fully paid or credited as fully paid.

1.1.5 No person has the right (whether exercisable now or in the future and whether contingent or not) to call for the allotment, conversion, issue, registration, sale or transfer, amortisation or repayment of any share or loan capital or any other security giving rise to a right over, or an interest in, the capital of any Group Company (other than the trust arrangements in relation to the C Shares and the options granted over C Shares, details of which are set out in the Disclosure Letter) under any option, agreement or other arrangement (including conversion rights and rights of pre-emption) save for any restriction or right implied by applicable law.

1.1.6 There are no Encumbrances on the shares in any Group Company (other than the options granted over the C Shares, details of which are set out in the Disclosure Letter).

1.1.7 All necessary consents for the transfer of the Shares have been obtained or will be obtained by Closing.

1.1.8 The Shares, the C Shares and the shares in the Subsidiaries have not been and are not listed on any stock exchange or regulated market.

1.1.9 No Group Company:

(i) has any interest in, or has agreed to acquire, any share capital or other security referred to in paragraph 1.1.5 of any other company (wherever incorporated) other than the Subsidiaries set out in Schedule 1;

(ii) has any branch outside the jurisdiction in which it is incorporated; or

(iii) has or has had any associate (being an entity that falls to be treated as such for the purposes of FRS 9).

1.1.10 The particulars contained in Schedule 1 are, to the extent they relate to the relevant Group Company, true, accurate and not misleading.

1.1.11 To the best of the Principal Seller's knowledge, information and belief, no Group Company has given a power of attorney or any other authority (express, implied or ostensible) which is still outstanding or effective to any person to enter into or amend any contract or commitment on its behalf, other than any authority to Relevant Employees to enter into routine contracts, commitments, agreements or undertakings in the normal course of their duties, to agents or representatives in the normal course of business and authorities to patent attorneys or agents or trade mark agents for routine prosecution or maintenance of Intellectual Property.

1.1.12 Save in relation to the establishment of the Company as a joint venture between the Sellers' Group and the Equant Group, the acquisition by the Reuters Group and others of shares in the Company and the US Company from the Equant Group and matters associated with these transactions, no Group Company has been involved in any corporate or group restructuring, including by way of merger, demerger or hive-down of assets, since 3 February 2000 and, to the best of the Principal Seller's knowledge, information and belief, no such restructuring is currently taking place or envisaged.

1.2 Constitutional Documents, Corporate Registers and Minute Books

1.2.1 The constitutional documents in the Data Room are, in all material respects, true and accurate copies of the constitutional documents of the Group Companies.

1.2.2 To the best of the Principal Seller's knowledge, information and belief, the statutory books (including all registers but excluding the minute books and the accounting records) required by law to be maintained by each Group Company:

(i) are up-to-date; and

(ii) contain complete and accurate records of the matters required by law to be dealt with in such statutory books,

in each case in all material respects.

1.2.3 To the best of the Principal Seller's knowledge, information and belief, all statutory books (including all registers but excluding the minute books and the accounting records) referred to in paragraph 1.2.2 are in the possession (or under the control) of the relevant Group Company and no notice or allegation from any legal or regulatory authority that any of such books and records is incorrect or should be rectified has been received by the relevant Group Company.

Back to Contents

1.2.4 All material filings, publications, registrations and other material formalities required by applicable law to be delivered or made by the Group Companies to company registries in each relevant jurisdiction have been duly delivered or made in all material respects.

2 Accounts

2.1 Latest Accounts

2.1.1 The 2003 Accounts and the 2004 Accounts have been prepared:

(i) in accordance with applicable law and in accordance with the accounting principles, standards and practices generally accepted at the relevant Accounts Date in the United Kingdom; and

(ii) subject to paragraph 2.1.1(i), on a basis consistent with that adopted in preparing the audited accounts of the Group for the previous two financial years.

2.1.2 The 2003 Accounts and the 2004 Accounts give a true and fair view of the assets, liabilities and state of affairs of the Group as at the relevant Accounts Date and of the profits and losses and cashflows of the Group for the period ending on the relevant Accounts Date.

2.1.3 The view of the assets, liabilities and state of affairs of the Group as at 31 December 2004 and of the profits and losses and cashflows of the Group for the period ending on 31 December 2004 reflected in the 2004 Accounts is not materially adversely different than as stated in the 2004 Unaudited Accounts. Notwithstanding any other provision of this Agreement, this warranty 2.1.3 is deemed to be given by the Principal Seller at Closing and is not given or deemed to be given at the date of this Agreement.

2.2 2004 Unaudited Accounts

2.2.1 To the best of the Principal Seller's knowledge, information and belief, the 2004 Unaudited Accounts have been prepared in accordance with accounting policies used in preparing the 2003 Accounts applied on a consistent basis.

2.2.2 To the best of the Principal Seller's knowledge, information and belief, the 2004 Unaudited Accounts have been prepared in good faith having regard to the purpose for which they were drawn up and do not materially misstate the assets and liabilities of the Group as at 31 December 2004 nor the profits or losses or cashflows of the Group (on the basis set out therein) for the period ending on 31 December 2004.

3 Financial Obligations

3.1 Financial Facilities

Copies or details of all material financial facilities (including loans, derivatives and hedging arrangements), outstanding or available to each of the Group Companies (including intra- group facilities) at the date of this Agreement are given in the Disclosure Letter.

3.2 Guarantees

To the best of the Principal Seller's knowledge, information and belief, other than in the ordinary and usual course of business, or as implied by law or contained in its standard terms of business, there is no material outstanding guarantee, indemnity, suretyship or security (whether or not legally binding) given:

3.2.1 by any Group Company; or

3.2.2 for the benefit of any Group Company.

4 Assets

4.1 The Properties

4.1.1 The Properties referred to in Schedule 9 are the only buildings, land or other property rights owned, occupied or otherwise used by the Group Companies.

4.1.2 In relation to each Property, the Group Company named in Schedule 9 is the legal and beneficial owner of or the lessee or licensee as applicable of the whole Property.

4.1.3 The Group Company named in Schedule 9 is in possession of the whole of each Property and no person is in, or otherwise entitled to, occupation or use.

4.1.4 To the best of the Principal Seller's knowledge, information and belief no Property is subject to any material Encumbrance.

4.1.5 To the best of the Principal Seller's knowledge, information and belief, no Group Company is aware of or has received written notice of, a dispute with any third party as to the use of any Property which would, if implemented or enforced, have a material adverse effect on the business of the Group carried out at the Properties.

4.1.6 To the best of the Principal Seller's knowledge, information and belief, there is no outstanding written notice from any planning authority in respect of a contravention of the relevant planning legislation or regulations in relation to each Property which would, if implemented or enforced, have a material adverse effect on the business of the Group carried out at the Properties.

4.2 Leases

Where the interest of the Group Companies in any Property is leasehold:

4.2.1 the requisite details have been completed in Schedule 9;

4.2.2 to the best of the Principal Seller's knowledge, information and belief, no written notice has been received or served by the relevant Group Company alleging a breach or non-observance of any covenant, condition or agreement contained in the lease under which the Group Company holds its interest in the Property, on the part of the relevant landlord or the Group Company which would materially adversely affect the business of the Group carried out at the Property; and

4.2.3 no rent reviews are currently under negotiation or the subject of a reference to an expert or an arbitrator in the courts.

4.3 Properties subject to Leases and Other Agreements

Where any Property is the subject of any lease or other agreement relating to its occupation or use for the benefit of any person other than a Group Company:

4.3.1 the requisite details have been completed in Schedule 9; and

4.3.2 the Principal Seller has not issued or received, nor to the best of the Principal Seller’s knowledge, information and belief has any Group Company issued or received written notice alleging a breach or non-observance of any covenant, condition or agreement under such lease or agreement which would have a material adverse effect on the business of the Group carried on at the Property.

4.4 Ownership of Assets

All material assets included in the 2004 Unaudited Accounts or acquired by any of the Group Companies since 31 December 2004, other than the Properties, the Intellectual Property and any assets disposed of or realised in the ordinary course of business are, to the best of the Principal Seller’s knowledge, information and belief:

4.4.1 legally and beneficially owned by the Group Companies;

4.4.2 where capable of possession, in the possession or under the control of the relevant Group Company save for network assets that are in possession of a third party in the normal course of business;

4.4.3 free from Encumbrances (other than through retention of title pending payment or which do not materially affect the value or utility or the asset); and

4.4.4 not the subject of any factoring arrangement, conditional sale or credit agreement.

5 Intellectual Property and Information Technology

5.1 Definitions

For the purposes of paragraph 5:

“**Business IP**” means all Intellectual Property (including that subsisting in Information Technology) which is used by any Group Company in connection with its business;

“**Business IT**” means all Information Technology which is owned by any Group Company and/or used by any Group Company in connection with its business;

“Data Protection Legislation” means EC Directives 95/46/EC, 97/66/EC and 2002/58/EC and all implementing legislation within the European Union and other data protection legislation enacted outside the European Union;

“Data Protection Regulator” means any regulator appointed pursuant to Data Protection Legislation;

“**Information Technology**” means computer systems, software and hardware;

“**Licensed Business IP**” means Business IP that is owned or controlled by any of the Sellers;

“**Owned Business IP**” means Business IP which is owned by any Group Company;

"**Third Party Licensed Business IP**" means Business IP other than Owned Business IP and Licensed Business IP.

5.2 Registered Intellectual Property

5.2.1 Part 1 of Schedule 8 lists details of all Owned Business IP that is registered or the subject of applications for registration.

5.2.2 All renewal fees falling due and owing in respect of registered Owned Business IP have been paid.

5.3 Unregistered Trade Marks

Part 2 of Schedule 8 lists all unregistered trade marks not subject to applications for registration forming part of the Owned Business IP and which are material to the business of any Group Company**.**

5.4 Infringement

5.4.1 To the best of the Principal Seller's knowledge, information and belief, the processes employed and the products and services dealt in by each Group Company do not amount to an infringement of any Intellectual Property rights of third parties and to the best of the Principal Seller's knowledge, information and belief no written claims of infringement of any such rights or interests have been received by a Group Company in the six months prior to the date of this Agreement.

5.4.2 To the best of the Principal Seller's knowledge, information and belief, no third party is infringing any Owned Business IP.

5.5 Licences

5.5.1 Brief details of material written and subsisting licences of Third Party Licensed Business IP granted to any Group Company are set out in Part 3 of Schedule 8.

5.5.2 To the best of the Principal Seller's knowledge, information and belief, no Group Company is in breach of any licence disclosed pursuant to paragraph 5.5.1.

5.5.3 To the best of the Principal Seller's knowledge, information and belief all of the Business IT is owned by or validly licensed or leased to a Group Company.

5.5.4 Brief details of material written licences and agreements relating to Business IT are set out in Part 4 of Schedule 8. To the best of the Principal Seller's knowledge, information and belief, no notice has been given by either side to terminate any such licences and agreements disclosed pursuant to this paragraph 5.5.4.

5.6 Part 5 of Schedule 8 lists the internet domain names that are to the best of the Principal Seller's knowledge, information and belief:

5.6.1 registered by any Group Company;

5.6.2 used by any Group Company in connection with its business; or

5.6.3 registered at the request of any Group Company to prevent use by a third party.

5.7 Data Protection

Insofar as is applicable, and to the Principal Seller's knowledge, information and belief, no written notice alleging non-compliance with the Data Protection Legislation (including any enforcement notice, deregistration notice or transfer prohibition notice) has been received by any of the Group Companies from a Data Protection Regulator.

6 Contracts

6.1 Contracts

To the best of the Principal Seller's knowledge, information and belief, none of the top 10 supplier contracts and the top 15 customer contracts (both by value) of the Group is likely to terminate or be breached, in each case as a result of its terms, as a result of the purchase of the Shares by the Purchaser pursuant to this Agreement.

6.2 Main Contracts

The Disclosure Letter contains a complete list of the top 10 supplier contracts and a complete list of the counterparties to the top 15 customer contracts (both by value) of the Group and true and accurate copies of these contracts have been made available in the Data Room.

6.3 Joint Ventures etc.

No Group Company is, or has agreed to become, a member of any joint venture, consortium, partnership or other unincorporated association.

6.4 Agreements with Connected Parties

6.4.1 To the best of the Principal Seller's knowledge, information and belief, there is no indebtedness (actual or contingent) nor any indemnity, guarantee or security arrangement between any Group Company and any current or former employee, current or former director or any current or former Consultant of any Group Company or any person connected with any of such persons or in which any such person is interested (whether directly or indirectly), other than on normal commercial terms in the ordinary and usual course of business and save for retention agreements and harmonisation agreements referred to in the Disclosure Letter.

6.4.2 Save for the Network Services Agreement, the Previous NSA, the Services Variation Agreement dated 21 October 2004 between ENSIL and the Company, the Tripartite Waiver Agreement dated 21 October 2004 between ENSIL, the Company and the Principal Seller (including the Partner Services Agreement), the Loan Novation Agreement dated 21 October 2004 between the Principal Seller, Radianz Proton Limited, Equant Finance B.V., Equant Proton Holdings Limited and Equant Network Services International Limited (including the letter dated 4 February 2005 between the Principal Seller and Radianz Proton Limited documenting the agreed reduced principal amount of the Second Loan pursuant to clause 5.3 of the Loan Novation Agreement), the Previous RSAs and agreements on normal commercial terms in the ordinary and usual course of business, to the best of the Principal Seller's knowledge, information and belief, there are no contracts, arrangements or understandings between, on the one hand, any Group Company and, on the other hand, any of the Sellers, any person who is or was a shareholder, or the beneficial owner of any interest, in any Group Company or any other member of the Sellers' Post-Closing Group or any person connected with any of them under which any material obligations or liabilities continue to be outstanding.

6.4.3 To the best of the Principal Seller's knowledge, information and belief, no Group Company is or has been party to any contract, arrangement or understanding under which any obligations or liabilities continue to be outstanding with any current or former employee or current or former director or any current or former Consultant of any Group Company or any person connected with any of such persons, or in which any such person is interested (whether directly or indirectly), other than on normal commercial terms in the ordinary and usual course of business and save for retention agreements and harmonisation agreements referred to in the Disclosure Letter.

7 Employees and Employee Benefits

7.1.1 So far as the Principal Seller is aware all Relevant Employees are at the date of this Agreement employed by a Group Company.

7.1.2 The Data Room contains details, in relation to each Group Company, of:

(i) the total number of Relevant Employees;

(ii) the salary and other benefits, period of continuous employment, location, grade and age of each Senior Employee;

(iii) the contract of employment for each of the RLT Senior Employees;

(iv) a specimen contract of employment for each grade of Senior Employee other than the RLT Senior Employees, and where a Senior Employee's (other than a RLT Senior Employee) contract of employment contains material departures from the specimen contract, details of those material departures;

(v) specimen terms and conditions of each grade or category of Relevant Employee;

(vi) the terms of the Consultancy Agreements; and

(vii) particulars of all outstanding loans from any Group Company to any Relevant Employee (whether of money or any other asset).

7.1.3 So far as the Principal Seller is aware the Data Room contains details in relation to each Group Company, of:

(i) any agreement or arrangement with any Relevant Employee concerning the making of any payment or the provision of any benefit on termination of employment or in connection with the sale of the Company to the Purchaser which are not contained in the Relevant Employee's contract of employment other than as may be required by law or national or industry-wide agreements or arrangements; and

(ii) any scheme or arrangement in place under which employees dismissed by reason of redundancy are entitled to payments in excess of statutory redundancy entitlements, calculated in accordance with Employment

Rights Act 1996 (or any analogous legislation in any relevant jurisdiction) and none of the Group Companies has adopted any custom and practice of making any such payments on the dismissal for redundancy of employees.

7.1.3 So far as the Principal Seller is aware since 1 January 2005, there have been no proposals to amend the terms of employment or the Consultancy Agreement of any Senior Employee in the US, or the contracts of employment or the Consultancy Agreement of any Senior Employee elsewhere.

7.1.4 So far as the Principal Seller is aware the Relevant Employees do not undertake duties for any firm, person or company other than the Group Companies as part of their duties and responsibilities comprising their employment by any Group Company.

7.1.5 So far as the Principal Seller is aware, there are no ongoing post-retirement medical or dental benefit obligations in respect of the Relevant Employees and/or Former Employees.

7.2 Termination of Employment

7.2.1 So far as the Principal Seller is aware since 1 January 2005 no Senior Employee or Consultant has given or received notice terminating his or her employment or Consultancy Agreement.

7.2.2 So far as the Principal Seller is aware there are no amounts owing to any Relevant Employee or Former Employee or their dependants other than remuneration accrued due (but not payable) since the most recent pay day or business expenses due to be reimbursed and there are no amounts owing to any Consultant or former Consultant or their dependants which should, under the terms of the relevant Consultancy or former Consultancy Agreement, have been paid.

7.2.3 The sale of the B ordinary shares of £1 each in the capital of the Company (as they then were) by certain members of the Equant Group to the Principal Seller pursuant to the agreement between them dated 21 October 2004 did not at any time constitute an event entitling Senior Employees to any payments or benefits from the Company under the Retention Agreements.

7.3 Works Councils and Employee Representative Bodies

7.3.1 So far as the Principal Seller is aware the Disclosure Letter lists all work councils, employee representative bodies and labour unions which by law or any collective bargaining agreement have the right to be informed and consulted on matters which affect the Relevant Employees.

7.3.2 The Group Companies have complied with all obligations under the European Regulations or otherwise to provide information to and/or consult with or obtain consents from any Relevant Employees or any Employee Representative Bodies about the transactions effected by this Agreement or the Network Services Agreement. Notwithstanding any other provision of this Agreement, this warranty 7.3.2 is given by the Principal Seller at Closing and not at the date of this Agreement.

7.4 Collective Bargaining Agreements etc.

So far as the Principal Seller is aware, other than national collective bargaining agreements or industry wide collective agreements, the agreements with Employee Bodies listed in the Disclosure Letter are all the material agreements between the Group Companies and Employee Bodies.

7.5 Industrial Disputes

7.5.1 So far as the Principal Seller is aware no Group Company is involved in, and there are no circumstances likely to give rise to a dispute of material importance with any Employee Body or a material number of Senior Employees.

7.5.2 So far as the Principal Seller is aware no Group Company is in any material respect, in breach of any obligations or undertakings contained in any employee dispute settlements, consent orders and decrees or conciliation agreements which have been handed down by a competent Court, tribunal or governmental body.

7.6 Discrimination and Health and Safety Claims

So far as the Principal Seller is aware, there is no investigation or enquiry outstanding by the Health and Safety Executive, the Commission for Racial Equality, the Equal Opportunity Commission or other similar commission, governmental agency or regulatory body in any country in relation to a Group Company.

7.7 Incentive Schemes

7.7.1 So far as the Principal Seller is aware, the Principal Seller has provided to the Purchaser copies of the rules relating to all share incentive, share option, profit sharing, arrangements for or affecting any Relevant Employees, together with full details of all awards and options outstanding.

7.7.2 So far as the Principal Seller is aware, except pursuant to the Loan Agreement dated 3 July 2000 between the Company and Mourant & Co. Trustees Limited, no Group Company is liable to pay any amount to any employee trust operating in conjunction with the Radianz 2000 Stock Option Plan.

7.8 Claims

So far as the Principal Seller is aware, no Relevant Employee, Consultant or Former Employee or former Consultant of any Group Company has any outstanding claim for damages (or other remedy) worth in excess of £100,000 against any Group Company:

(i) in respect of any accident or injury;

(ii) for breach of contract or statutory obligation; or

(iii) for loss of office or otherwise in connection with the termination of his contract.

and in each case there are no circumstances likely to give rise to any such claim.

7.9 Pensions

7.9.1 No other employee benefit arrangements

(i) As far as the Principal Seller is aware, the Pension Schemes are the only employee benefit arrangements under which the Group Companies make or could become liable to make payments for providing retirement, provident fund, death, disability or life assurance benefits, except for mandatory arrangements under any public law, statute or regulation or under a mandatory collective bargaining arrangement to which any of the Group Companies contribute in compliance with the applicable law or regulation (the "**State Schemes**"). No proposal has been announced to establish any other arrangement for providing such benefits and the Group Companies do not provide and have not promised to provide any such benefits except under the Pension Schemes.

(ii) As far as the Principal Seller is aware, as at the date of this Agreement none of the Group Companies or any trade or business which is treated as a single employer ("**ERISA Affiliate**") with the Group Companies under Section 414(b)(c)(m) or (o) of the United States Internal Revenue Code of 1986, as amended (the "**US Code**") contributes to any ERISA Benefit Plan that is a multiemployer plan as defined in section 3(37) of the United States Employee Retirement Income Security Act of 1974, as amended ("**ERISA**") or maintains any ERISA Benefit Plan that is subject to Title IV of ERISA or Section 412 of the US Code.

7.9.2 Disclosure

(i) There are contained in the Data Room copies of all material documents creating and governing or describing the terms of the Pension Schemes and setting out the rates at which employer contributions to those schemes are paid and complete, accurate and up to date membership data with respect to each of the Pension Schemes, and with respect to all Group Company Pension Schemes all particulars relevant to the interests of the members in the Pension Schemes and necessary to establish their entitlements to benefits**;**

(ii) There is contained in the Data Room a true and complete copy of the most recent actuarial valuation in respect the Pension Schemes where there is a legal requirement to have an actuarial valuation;

(iii) No assets have been withdrawn from any of the Pension Schemes or policies surrendered (except to pay benefits) which would materially alter the details of assets or insurance policies held by or in respect of the Pension Schemes as disclosed in the Data Room.

7.9.3 Regulation and compliance

(i) As far as the Principal Seller is aware, the Pension Schemes are and have since their respective dates of commencement been in material compliance with, and managed and operated in accordance with, their terms and with all applicable laws, regulations and government taxation or funding requirements and each Group Company has complied with all its obligations in relation to the Pension Schemes, including laws related to the admission of part-time employees to membership of the Principal Seller's UK DB Schemes (as defined in Schedule 7);

(ii) There is in force in relation to the Reuters Hong Kong Retirement Scheme a valid ORSO registration certificate and a valid MPF exemption certificate;

(iii) The UK Pension Schemes are exempt approved schemes within the meaning of Chapter I Part XIV of the Income and Corporation Taxes Act 1988. Members of the UK Pension Schemes are contracted-out of the State Earnings Related Pension Scheme;

(iv) As far as the Principal Seller is aware, each of the US Plans which is intended to be a qualified plan has received a favourable determination letter from the IRS and such plan is so qualified under the US Code (or an application for such letter has been submitted to the IRS within the applicable remedial amendment period) or has been established pursuant to a prototype plan that has received a favourable opinion letter from the IRS.

7.9.4 Contributions

As far as the Principal Seller is aware, none of the Group Companies has any outstanding liability for unpaid contributions or insurance premiums with respect to any of the Pension Schemes or the State Schemes.

7.9.5 Disputes

As far as the Principal Seller is aware, there is no dispute about the benefits payable under or otherwise in relation to the Group Company Pension Schemes, no material claim by or against the trustees or managers of the Group Company Pension Schemes or any of the participating employers has been made or threatened, and there are no circumstances which might give rise to any such dispute or claim.

8 Legal Compliance

8.1 Licences and Consents

8.1.1 All licences, consents, authorisations, orders, warrants, confirmations, permissions, certificates, approvals, registrations and authorities (in each case the absence of which would have a material adverse affect on the business of the Group) (“**Licences**”) necessary for the carrying on of the businesses of each of the Group Companies:

(i) have been obtained (save that, in respect of Intellectual Property, this warranty is given to the Principal Seller’s knowledge, information and belief); and

(ii) are to the best of the Principal Seller’s knowledge, information and belief, in full force and effect.

8.1.2 To the best of the Principal Seller’s knowledge, information and belief, there is no outstanding material breach of any Licences.

8.1.3 To the best of the Principal Seller’s knowledge, information and belief, none of the Licences has been suspended, revoked or not renewed.

8.2 Compliance with Laws

8.2.1 To the best of the Principal Seller’s knowledge, information and belief, there has been no breach by any Group Company of applicable material laws, bye-laws and regulations in any country in which it carries on business which is likely to have a material adverse effect on the Group taken as a whole.

8.2.2 To the best of the Principal Seller's knowledge, information and belief, there is no investigation disciplinary proceeding or enquiry by, or order, decree, decision or judgment of, any court, tribunal, arbitrator, governmental agency or regulatory body outstanding or threatened in writing against any Group Company or any Relevant Employee for whose acts or defaults it may be vicariously liable which has had or is likely to have a material adverse effect upon the assets or business of the Group taken as a whole, save in respect of examinations or oppositions pending before any registry or similar body in relation to Intellectual Property.

8.2.3 To the best of the Principal Seller's knowledge, information and belief, no Group Company has received any notice or other communication (official or otherwise) from any court, tribunal, arbitrator, governmental agency or regulatory body (save from a registry or similar body in respect of Intellectual Property) with respect to an alleged, actual or potential violation and/or failure to comply with any applicable material law, bye-law or regulation, or requiring it to take or omit any action which in any case has had or is likely to have a material adverse effect on the business of the Group.

9 Competition

9.1 To the best of the Principal Seller's knowledge, information and belief, no Group Company has received any written communication, or written request for information, relating to an investigation of any Group Company's business from or by the DGFT, the OFT, Competition Commission, Secretary of State for Trade and Industry, Commission of the European Communities or a competition or governmental authority of another jurisdiction.

9.2 To the best of the Principal Seller's knowledge, information and belief, no Group Company is a party to any agreement, arrangement or concerted practice or is or has been carrying on any practice material to the business of the Group which in whole or in part may contravene or be invalidated by any antitrust, fair trading or similar legislation in any jurisdiction where the Group has assets or carries on business or sells its services.

10 Litigation

10.1 Current Proceedings

No Group Company is involved whether as claimant or defendant or other party in any claim, legal action, proceeding, suit, litigation, prosecution, investigation, enquiry, mediation or arbitration (other than as claimant in the collection of debts arising in the ordinary and usual course of its business (none of which exceeds US$250,000)), which is material to the business of the Group.

10.2 Pending or Threatened Proceedings

To the best of the Principal Seller's knowledge, information and belief, no such claim, legal action, proceeding, suit, litigation, prosecution, investigation, enquiry, mediation or arbitration of the type referred to in paragraph 10.1 is pending or threatened in writing by or against any Group Company.

Back to Contents

10.3 No Court Orders etc

To the best of the Principal Seller's knowledge, information and belief, no Group Company nor any of the material properties, assets or operations which any Group Company owns or in which any Group Company is interested, is subject to any continuing injunction, judgment or order of any Court, arbitrator, governmental agency or regulatory body, nor is any Group Company in default (where such default would have a material adverse effect on the Group taken as a whole) under any order, licence, regulation or demand of any governmental agency or regulatory body or with respect to any order, suit, injunction or decree of any Court.

11 Insurance

11.1 Particulars of Insurances

The insurances of the Group Companies material to the business of the Group are listed in the Disclosure Letter.

11.2 Details of Policies

In respect of the insurances referred to in paragraph 10.1 and to the best of the Principal Seller's knowledge, information and belief:

11.2.1 all premiums and any related insurance premium taxes have been duly paid to date; and

11.2.2 all the policies are in full force and effect.

11.3 Insurance Claims

11.3.1 Details of all insurance claims for amounts in excess of US$250,000 made during the past three years are contained in the Disclosure Letter.

11.3.2 No insurance claim for amounts in excess of US$250,000 is outstanding and, to the best of the Principal Seller's knowledge, information and belief, no circumstances exist which are likely to give rise to a claim by the Group under any insurance policy in which the Group has an interest or which but for the application of any deductibles would constitute a claim for an amount in excess of US$250,000 under any such insurance policy.

11.4 Cash Calls

No Group Company has any liability whatsoever to Pender Mutual Insurance Company Limited to make compulsory cash calls in respect of any liability of Pender Mutual Insurance Company Limited.

12 Tax

12.1 Returns, Records, Information and Clearances

12.1.1 All registrations, returns, claims, computations and notifications which, within the last six years, are or have been required to be made or given by each Group Company for any Taxation purpose (i) have been made or given within the requisite periods and on a proper basis and are materially up-to-date and, to a material extent, correct and (ii) none of them is, or, to the best of the Principal Seller's knowledge, information and belief, is likely to be, the subject of any material dispute with any Tax Authority.

12.1.2 Each Group Company is in possession of all records and documentation that it is obliged by law to hold for any Tax purpose and is in possession of sufficient information to enable it to deliver materially correct and materially complete returns and to compute any liability to Taxation or entitlement to any deduction, relief or repayment of Tax insofar as it depends on any Transaction occurring on or before Closing.

12.1.3 Since the 2003 Accounts Date, no Group Company has filed any amended Tax returns.

12.1.4 No Transaction has been effected by any US/UK Group Company in respect of which any consent or clearance from any Tax Authority, including, but without limitation, for exemption under Section 181 TCGA, was required or was sought (i) without such consent or clearance having been validly obtained before the Transaction was effected or (ii) otherwise than in accordance with the terms of and so as to satisfy any conditions attached to such consent or clearance, or (iii) otherwise than at a time when and in circumstances in which such consent or clearance was valid and effective.

12.1.5 There are no circumstances that have arisen since any application to a Tax Authority for any consent, ruling or clearance was made which might, to the best of the Principal Seller's knowledge, information and belief, reasonably be expected to cause such consent, ruling or clearance to be or become invalid or to be withdrawn by any Tax Authority concerned.

12.2 Taxation Claims, Liabilities and Reliefs

12.2.1 No relief (whether by way of deduction, reduction, set-off, exemption, postponement, roll-over, hold-over, repayment or allowance or otherwise) from, against or in respect of any Taxation has been claimed and/or given to any Group Company which will be effectively in whole or in part withdrawn, postponed, restricted, clawed back or otherwise lost as a result of any act, omission, event or circumstance arising or occurring at or at any time before Closing.

12.2.2 No Group Company has made any claims, elections or surrenders relating to Reliefs or capital allowances since the submission of its Tax computations to the relevant Tax Authority in respect of the period to which the 2003 Accounts relate.

12.3 Special Regimes/Elections/Rulings/Audits

12.3.1 There are set out in the Disclosure Letter, with express reference to this paragraph, material particulars of any agreement, arrangement or election between any US/UK Group Company and any Tax Authority pursuant to which the relevant US/UK Group Company is authorised or entitled not to comply with what but for such agreement, arrangement, election, ruling or notice would be its statutory obligation.

12.3.2 To the best of the Principal Seller's knowledge, information and belief, no Group Company has taken any action in the last six years which has had, or will have, the result of altering, prejudicing or in any way disturbing any arrangement or agreement which it has previously had with any Tax Authority.

12.3.3 To the best of the Principal Seller's knowledge, information and belief, no Group Company has suffered any audit by any Tax Authority since the 2003 Accounts Date nor has it been notified that any such audit will or is expected to be made.

12.4 Penalties and Fines

Each Group Company has within the last six years properly and punctually paid all Taxation which it has become liable to pay and it has not, within the last six years, paid or become liable to pay any penalty, fine, surcharge or interest in connection with Taxation.

12.5 Group Company Tax Residence and Status

12.5.1 To the best of the Principal Seller's knowledge, information and belief, each Group Company has been resident for Tax purposes in the country of its incorporation and has not, in the last six years, been resident for Tax purposes nor had a permanent establishment anywhere else and will, to the best of the Principal Seller's knowledge, information and belief, be so resident for Tax purposes at Closing. None of the Group Companies is a branch, agency or representative of another person and is not liable as agent or prescribed person for any Tax liability of another person. For the avoidance of doubt, references to residence for Tax purposes in this paragraph shall be construed as references to residence for Tax purposes as determined by the local law of the jurisdiction or jurisdictions concerned and not by reference to the provisions of any relevant double taxation treaty or convention (save to the extent that residence for Tax purposes as determined by local law is or was at the relevant time determined by reference to the provisions of any relevant double taxation treaty or convention).

12.5.2 At no time in the three years prior to the 2003 Accounts Date has there been a major change in the nature or conduct of any trade carried on by any Group Company.

12.5.3 Nothing has been done and no event or series or events has occurred, or will occur, as a result of any contract, agreement or arrangement entered into before Closing, which might, when taken together with the entry into or Closing of this Agreement, cause or contribute to the disallowance to any US/UK Group Company of the carry forward of any losses or the carry back of any losses.

12.5.4 There are no Encumbrances for any Taxation upon the assets, properties or business of any Group Company except Encumbrances for any Taxation not yet due or being contested in good faith or for which adequate reserves have been established in the 2003 Accounts.

12.5.5 No Group Company is a party to, or is bound by, or has any obligation under, any agreement relating to the allocation or sharing of any Taxation (except for customary agreements to indemnify lenders or security holders) or, to the best of the Principal Seller's knowledge, information and belief, has any liability for any Taxation of any person other than such Group Company, as a transferee, or successor or otherwise.

12.5.6 No United States of America tax return required to be filed in respect of any Group Company will be required to include any item of income in, or exclude any item of deduction from, taxable income for any taxable period (or portion thereof) ending after Closing in respect of any Taxation as a result of any: (i) agreement with a Tax Authority executed on or prior to Closing; or (ii) prepaid amount received on or prior to Closing.

12.6 Assets

12.6.1 Closing

No asset of any Group Company shall be deemed under Section 179 TCGA to have been disposed of and reacquired in consequence of entering into or performance of this Agreement.

12.6.2 Replacement of Business Assets

No claim has been made to any Tax Authority which could affect the amount of any gain accruing or being treated as accruing on a disposal of an asset of any US/UK Group Company.

12.7 Payroll Taxes and Social Security Contributions

12.7.1 Each Group Company has properly operated any applicable payroll taxes and social security contribution systems and has made materially correct deductions as are required by law from all payments made or deemed to be made by it or on its behalf, and has duly accounted to the relevant Tax Authority for all sums so deducted and for all other amounts for which it is required to account under such payroll taxes or social security contributions systems and has fully complied with all filing and other requirements in respect of such payroll taxes or social security contribution systems.

12.7.2 The Disclosure Letter sets out material details of any agreement whereby any Group Company has agreed to make any payment to or provide any benefit for any director, officer or employee of any Group Company, whether as compensation for loss of office, termination of employment or otherwise, which could give rise to a Tax liability of any Group Company or an obligation to pay additional amounts in respect of Tax or which would not be deductible in computing taxable profits.

12.8 Stamp Taxes

12.8.1 No documents which form part of a Group Company's title to any asset owned or possessed by it or which any Group Company may need to enforce or produce in evidence to establish the relevant Group Company's title are liable to any form of Tax which has not been duly paid or which would attract Tax if brought within the relevant jurisdiction.

12.8.2 Neither the entry into this Agreement nor Closing will result in the withdrawal of a relief granted in relation to any Tax related to the transfer of land or the grant of an interest in land on or before Closing which will affect any Group Company.

12.8.3 The Disclosure Letter sets out full and accurate details of any land or interest in land acquired or held by any Group Company before Closing in relation to which an additional return will be required to be filed with any Taxation Authority and/or a payment of Tax made on or after Closing.

12.9 VAT and Sales Tax

12.9.1 There are set out in the Disclosure Letter, with express reference to this paragraph, material particulars of:

(i) any land in which a Group Company has an interest and in relation to which an election has been made to waive exemption from VAT; and

(ii) any buildings or civil engineering works owned by any Group Company and completed within the last three years.

12.9.2 Other than as set out in the Disclosure Letter, no Group Company has at any time been, or been treated as, a member of a group for the purposes of VAT.

12.9.3 During the period in which any Group Company was a member of the Principal Seller VAT Group, the representative member of that VAT group, in all material respects, made, issued and kept up-to-date records, returns and invoices for the purposes of VATA 1994 in relation to transactions entered into by that Group Company, and was not in arrears with any payments or returns due and was not required to give security to HM Customs & Excise.

12.10 Tax Equalisation Payments

12.10.1 For the purposes of this paragraph, "**Taxation Benefits**" means any Taxation benefit or advantage, including any loss, relief, allowance, exemption, set-off, deduction or credit available in the computation of any liability to Taxation.

12.10.2 No Group Company is liable to make a payment for utilisation, surrender or other transfer of any Taxation Benefit ("**Taxation Equalisation Payment**"), nor is any Taxation Equalisation Payment to be received by any Group Company outstanding.

12.10.3 No Group Company is under any obligation to surrender or otherwise transfer any Taxation Benefit.

12.10.4 There are set out in the Disclosure Letter, with express reference to this paragraph, full particulars of all surrenders or other transfers of any Taxation Benefit made by or to any Group Company within the last two years.

12.11 Anti-Avoidance

12.11.1 To the best of the Principal Seller's knowledge, information and belief, no Group Company has entered into or will at any time up to and including

Closing enter into any transaction forming part of any arrangement notifiable to any Tax Authority by reason in whole or in part of its having a main purpose of avoiding or reducing or deferring Taxation or that is otherwise required to be disclosed to any Tax Authority as a prescribed or potentially abusive transaction.

12.12 Provision for Taxation

12.12.1 Proper provision or reserve has been made in the 2004 Accounts for all Taxation liable to be assessed on each Group Company, or for which each Group Company is or may become accountable in respect of:

(i) profits, gains or income (as computed for Taxation purposes) arising or accruing on or before the Accounts Date; and

(ii) any transactions effected on or before the Accounts Date or provided for in the 2004 Accounts.

12.12.2 To the best of the Principal Seller's knowledge, information and belief, the Tax computations attached to the Disclosure Letter accurately describe the carried forward losses and capital allowances of the US/UK Group Companies as at 31 December 2004.

13 Important Business Issues Since the 2004 Accounts Date

Save as disclosed in the 2004 Unaudited Accounts, in the normal course of business or as contemplated by the capital expenditure forecast for the Group set out in the Don Brook presentation dated 12 January 2005 and/or taken into account in the Estimated Cash, Debt and Working Capital Statement, since 31 December 2004 and taken as a whole over that period as regards each Group Company:

13.1 there has been no material adverse change in the financial or trading position;

13.2 save in respect of the negotiation, conclusion and implementation of the Network Services Agreement and this Agreement (and the agreements and arrangements ancillary to the Network Services Agreement and this Agreement), the business has been carried on as a going concern in the ordinary and usual course, without any material interruption or material alteration in its nature, scope or manner;

13.3 no material capital commitments have been entered into or proposed by any Group Company. For these purposes a material capital commitment, in respect of the Company or the US Company, is one involving capital expenditure of over US$500,000 exclusive of amounts in respect of VAT and, in respect of any other Group Company, is one involving capital expenditure of over US$200,000 exclusive of amounts in respect of VAT;

13.4 no Group Company has declared, made or paid any dividend or other distribution to its members; and

13.5 to the best of the Principal Seller's knowledge, information and belief, neither the Company nor the US Company has incurred any additional borrowings or incurred any other indebtedness in each case in excess of US$500,000 and, no other member of the Group has incurred any additional borrowings or incurred any other indebtedness in each case in excess of US$200,000.

Back to Contents

14 General

14.1 Authority and Capacity

14.1.1 Each of the Sellers and each of the Group Companies is validly existing and is a company duly incorporated under the law of its jurisdiction of incorporation.

14.1.2 Each of the Sellers has the legal right and full power and authority to enter into and perform this Agreement and any other documents to be executed by it pursuant to or in connection with this Agreement.

14.1.3 Each of the documents referred to in paragraph 14.1.2 will, when executed, constitute valid and binding obligations on each of the Sellers who is a party to it, in accordance with its respective terms.

14.1.4 Each of the Sellers has taken all corporate action required by it to authorise it to enter into and to perform this Agreement, and any other documents to be executed by it pursuant to or in connection with this Agreement.

15 Insolvency etc.

15.1.1 The Company is not and, to the best of the Principal Seller's knowledge, information and belief, none of the Subsidiaries are, insolvent or unable, as defined by Section 123 of the Insolvency Act 1986, to pay its debts.

15.1.2 The Company has not and, to the best of the Principal Seller's knowledge, information and belief, none of the Subsidiaries, have proposed or intends to propose any arrangement of any type with its creditors generally or any group of creditors whether by court process or otherwise under which such creditors shall receive or be paid less than the amounts contractually or otherwise due to them.

15.1.3 The Company has not and, to the best of the Principal Seller's knowledge, information and belief, none of the Subsidiaries, nor any creditor of any Group Company has presented any petition, application or other proceedings for any administration order, creditors' voluntary arrangement or similar relief by which the affairs, business or assets of the company concerned are managed by a person appointed for the purpose by a Court, governmental agency or similar body, or by any creditor or by the company itself nor has any such order or relief been granted or appointment made.

15.1.4 To the best of the Principal Seller's knowledge, information and belief, no order has been made, petition or application presented, resolution passed or meeting convened for the purpose of winding-up any Group Company or whereby the assets of any Group Company are to be distributed to creditors or shareholders or other contributories of any Group Company.

15.1.5 No receiver (including an administrative receiver), liquidator, trustee, administrator, supervisor, nominee, custodian or similar official has been appointed in respect of the whole or any part of the business or assets of the Company, or to the best of the Principal Seller's knowledge, information and belief, any Subsidiary, nor has any step been taken for or with a view to the appointment of such a person nor has any event taken place or is likely to take place as a consequence of which such an appointment might be made.

15.1.6 To the best of the Principal Seller's knowledge, information and belief, no creditor of any Group Company has taken, or is entitled to take any steps to enforce, or has enforced any security over any assets of any Group Company or is likely to do so in the immediate future.

15.1.7 The Company is not, and to the best of the Principal Seller's knowledge, information and belief, none of the Subsidiaries is in material default of any of its material obligations in relation to any of the financial facilities referred to in paragraph 3.1 of this Schedule.

Schedule 5
Purchaser Warranties

1 Authority and Capacity

1.1 Incorporation

The Purchaser is validly existing and is a company duly incorporated and registered under the law of its jurisdiction of England.

1.2 Authority to enter into Agreement

1.2.1 The Purchaser has the legal right and full power and authority to enter into and perform this Agreement, and any other documents to be executed by it pursuant to or in connection with this Agreement.

1.2.2 The documents referred to in paragraph 1.2.1 will, when executed, constitute valid and binding obligations on the Purchaser in accordance with their respective terms.

1.3 Authorisation

The Purchaser has taken or will have taken by Closing all corporate action required by it to authorise it to enter into and perform this Agreement, and any other documents to be executed by it pursuant to or in connection with this Agreement.

Back to Contents

Schedule 6
Limitations on Liability and Claims Procedure

(Clause 11)

Part 1
Limitations

1 Time Limitation for Claims

The Principal Seller shall not be liable for breach of any Principal Seller's Warranty or under any Principal Seller's Indemnity (other than the Principal Seller's Indemnities given in paragraph 1.4 of Schedule 12) in respect of any claim unless a notice of the claim is given by the Purchaser to the Principal Seller:

1.1 in the case of any claim under paragraph 12 of Schedule 4 (tax) or under the Tax Indemnity, within * following Closing;

1.2 in the case of any claim under paragraph 1.4 of Schedule 12 (insurance) or any claim under paragraph 8.1 of Schedule 7 (Pensions), within * following Closing; and

1.3 in the case of any other claim, within * following Closing, except that there shall be no time limitation for giving notice of any claim under paragraphs 1.1, 14.1.1, 14.1.2, 14.1.3 or 14.1.4 of Schedule 4.

2 Minimum Claims

2.1 Subject to paragraph 2.3 below, the Principal Seller shall not be liable for breach of any Principal Seller's Warranty or under the Tax Indemnity ((or under any Principal Seller's Indemnity in respect of any individual claim (or a series of claims arising from related facts or circumstances) where the liability agreed or determined (disregarding the provisions of this paragraph 2)) in respect of any such claim or series of claims does not exceed *.

2.2 Subject to paragraph 2.3 below, where the liability agreed or determined in respect of any such claim or series of claims exceeds *, subject as provided elsewhere in this Schedule 6, the Principal Seller shall be liable for the amount of the claim or series of claims as agreed or determined.

2.3 The references to * in paragraphs 2.1 and 2.2 above shall be deemed to be references to * in respect of any claim for a breach of a Principal Seller's Warranty which can only be made in respect of a Principal Seller's Closing Warranty.

3 Aggregate Minimum Claims

3.1 The Principal Seller shall not be liable for breach of any Principal Seller's Warranty unless the aggregate amount of all claims for which the Principal Seller would otherwise be liable for breach of any Principal Seller's Warranty (disregarding the provisions of this paragraph 3) exceeds *.

3.2 Where the liability agreed or determined in respect of all claims referred to in Clause 3.1 exceeds * subject as provided elsewhere in this paragraph 3, the Principal Seller shall be liable for the full amount of all such claims as agreed or determined and not just the excess over *.

* text has been redacted for confidentiality

4 Maximum Liability

4.1 The aggregate liability of the Principal Seller in respect of all breaches of the Principal Seller's Warranties shall not exceed .

4.2 The aggregate liability of the Principal Seller in respect of all claims under paragraph 2.1.5 of the Tax Indemnity shall not exceed .

5 Contingent Liabilities

The Principal Seller shall not be liable for breach of any Principal Seller's Warranty or any claim under any Principal Seller's Indemnity in respect of any liability which is contingent unless and until such contingent liability becomes an actual liability and is due and payable but this Clause shall not operate to avoid a claim made in respect of a contingent liability within the time limit specified in paragraph 1 and specifying the matters set out in Part 2 of this Schedule.

6 Provisions

The Principal Seller shall not be liable for breach of any Principal Seller's Warranty or any claim under any Principal Seller's Indemnity or any claim under the Tax Indemnity in respect of any claim if and to the extent that proper allowance, provisions or reserve is made in the 2004 Accounts (other than in respect of a claim for breach of warranty 2.1.3) for the matter giving rise to the claim or has been taken into account in the Cash, Debt and Working Capital Statement.

7 Matters Arising Subsequent to this Agreement

The Principal Seller shall not be liable for breach of any Principal Seller's Warranty or under the Tax Indemnity or under any Principal Seller's Indemnity (other than in respect of a claim under paragraph 8.1 of Schedule 7 (Pensions)) in respect of any matter to the extent that the same would not have occurred but for:

7.1 Agreed matters

(other than the Principal Seller's Indemnity given in paragraph 1.3 of Schedule 12) any matter or thing done or omitted to be done pursuant to and in compliance with this Agreement or the Network Services Agreement or otherwise at the written request or with the written approval of the Purchaser;

7.2 Acts of the Purchaser

(other than the Principal Seller's Indemnity given in paragraph 1.3 of Schedule 12) any act, omission or transaction of the Purchaser or any member of the Purchaser's Group or any of the Group Companies, or their respective directors, officers, employees or agents or successors in title, committed or effected after Closing:

7.2.1 otherwise than in the ordinary and usual course of business and in the knowledge (or which ought reasonably to have been in the knowledge) that such act, omission or transaction might give rise to, or increase the extent of, a claim under this Agreement or in circumstances where such claim was reasonably foreseeable as a result of such act, omission or transaction; or

7.2.2 otherwise than pursuant to a legally binding commitment to which the Group is subject on or before Closing; or

7.2.3 any admission of liability made in breach of the provisions of this Schedule 6 after the date hereof by the Purchaser or on its behalf or by persons deriving title from the Purchaser or by a member of the Purchaser's Group on or after Closing (provided that this paragraph 7.2.3 shall not apply in respect of a claim under the Tax Indemnity);

7.3 Changes in legislation

7.3.1 the passing of, or any change in, after Closing, any law, rule, regulation or administrative practice of any government, governmental department, agency or regulatory body including (without prejudice to the generality of the foregoing) any increase in the rates of Taxation or any imposition of Taxation or any withdrawal of relief from Taxation not actually (or prospectively) in effect at Closing; or

7.3.2 any change after Closing of any generally accepted interpretation or application of any legislation or in the enforcement policy or practice of the relevant authorities; or

7.4 Accounting and Taxation Policies

any reorganisation (including a cessation of, or any change in the nature or conduct, of the whole or part of any trade) or change in ownership of any Group Company after Closing or any change in accounting or Taxation policy, basis, method or practice of the Purchaser or any of the Group Companies introduced or having effect after Closing.

8 Tax Warranties

The Principal Seller shall not be liable for breach of any Principal Seller's Warranty contained in paragraph 12 of Schedule 4 (tax) or under the Tax Indemnity in respect of any matter:

8.1 to the extent that the same would not have arisen or would have been reduced but for a failure or omission on the part of the Purchaser, and/or any Group Company after Closing to make any election or claim any Relief, the making or claiming of which was taken into account in computing the provision or reserve for Taxation in the Cash, Debt and Working Capital Statement and was fully and fairly disclosed on the face of the Cash, Debt and Working Capital Statement; or

8.2 to the extent that the same arises by reason of a voluntary disclaimer by any Group Company after Closing of the whole or part of any allowance to which any of them is entitled under the Capital Allowances Act 2001 or by reason of the revocation by any Group Company after Closing of any claim for Relief made (whether provisionally or otherwise) by any of them prior to Closing to the extent in each case that such allowance or Relief is taken into account in the Cash, Debt and Working Capital Statement.

*

9 Net Financial Benefit

The Principal Seller shall not be liable for breach of any Principal Seller's Warranty or under any Principal Seller's Indemnity (other than paragraph 8.1 of Schedule 7 (Pensions)) or under the Tax Indemnity in respect of any Losses suffered by the Purchaser or any Group Company to the extent of any corresponding savings by or net quantifiable financial benefit to the Purchaser or any Group Company as a result of such Losses or the facts giving rise to such Losses (for example, without limitation, where the amount (if any) by which any Taxation for which the Purchaser or any Group Company would otherwise have been accountable or liable to be assessed is actually reduced or extinguished as a result

* text has been redacted for confidentiality

of the matter giving rise to such liability) but having regard to any delay which may be experienced in enforcing or utilising such saving or net financial benefit.

10 Mitigation of Losses

The Purchaser shall procure that all reasonable steps are taken and all reasonable assistance is given to avoid or mitigate any Losses which in the absence of mitigation might give rise to or increase a liability in respect of any claim for breach of any Principal Seller's Warranty or Principal Seller's Indemnity (other than in respect of a claim under paragraph 8.1 of Schedule 7 (Pensions) or under paragraph 1.3 of Schedule 12).

11 Reliefs

11.1 If the auditors for the time being of the Company shall certify (at the request and expense of the Principal Seller) that any Losses or damage giving rise to a claim under any of the Principal Seller's Warranties contained in paragraph 12 of Schedule 4 (Tax) which has resulted in a payment having been made or becoming due from the Principal Seller under this Agreement will give rise to a Relief for any Group Company which would not otherwise have arisen, then the amount of that Relief shall, to the extent that it has not already been taken into account pursuant to paragraph 9 (Net Financial Benefit) in excluding or reducing a liability for breach of any Principal Seller's Warranty, be dealt with in accordance with paragraph 11.2; provided that if the Relief in question is a deduction from or offset against income, profits or gains, the amount to be so dealt with shall be a sum equal to the amount of Taxation that would be saved through the use of that Relief on the basis of the rates of tax current at the date of the certification made by the auditors under this paragraph.

11.2 Where it is provided under paragraph 11.1 that any amount (the "**Relevant Amount**") is to be dealt with in accordance with this paragraph 11.2:-

11.2.1 the Relevant Amount shall first be set off against any payment then due from the Principal Seller under this Agreement; and

11.2.2 to the extent there is an excess, a refund shall be made to the Principal Seller of any previous payment or payments made by the Principal Seller under this Agreement and not previously refunded under this paragraph up to the amount of such excess; and

11.2.3 to the extent that the excess referred to in paragraph 11.3.2 is not exhausted under that paragraph, the remainder of that excess shall be carried forward and set off against any future payment or payments which become due from the Principal Seller under this Agreement.

11.3 Where any such certification as is mentioned in paragraph 11.1 has been made, the Principal Seller or the Purchaser or the relevant Group Company may request the auditors for the time being of the relevant Group Company to review such certification in the light of all relevant circumstances, including any facts which have become known only since such certification, and to certify whether such certification remains correct or whether, in the light of those circumstances, the amount that was the subject of such certification should be amended.

If the auditors certify under paragraph 11.3 that an amount previously certified should be amended, that amended amount shall be substituted for the purposes of paragraph 11.2 as the Relevant Amount in respect of the certification in question in place of the amount originally certified, and such adjusting payment (if any) as may be required by virtue of the above mentioned substitution shall be made as soon as practicable by the Principal Seller or (as the case may be) to the Principal Seller.

12 Purchaser’s Right to Recover

12.1.1 Recovery for Actual Liabilities

The Principal Seller shall not be liable for any claim for breach of any Principal Seller’s Warranty or under any Principal Seller’s Indemnity unless and until the liability in respect of which the claim is made has become due and payable.

12.1.2 Prior to Recovery from the Principal Seller etc.

If, before the Principal Seller pays an amount in discharge of any claim under this Agreement (other than under the Tax Indemnity or under paragraph 12 of Schedule 4 (Tax)), any member of the Purchaser’s Group or any Group Company recovers or is entitled to recover or claim (whether by payment, discount, credit, relief, insurance or otherwise) from a third party a sum which indemnifies or compensates any member of the Purchaser’s Group or any Group Company (in whole or in part) in respect of the loss or liability which is the subject matter of the claim, the Purchaser shall not take steps to enforce a claim against the Principal Seller following notification under this Schedule 6 unless and until all reasonable steps are taken by the relevant member of the Purchaser’s Group and the relevant Group Company to enforce such recovery or make and pursue such claim and any actual recovery (less any reasonable costs incurred in obtaining such recovery) shall reduce or satisfy, as the case may be, such claim to the extent of such recovery.

12.1.3 Following Recovery from the Principal Seller etc.

If the Principal Seller has paid an amount in discharge of any claim under this Agreement (other than under the Tax Indemnity or under paragraph 12 of Schedule 4 (Tax)) and any member of the Purchaser’s Group or any Group Company is entitled to recover (whether by payment, discount, credit, relief, insurance or otherwise) from a third party a sum which indemnifies or compensates any member of the Purchaser’s Group or any Group Company (in whole or in part) in respect of the loss or liability which is the subject matter of the claim, the Purchaser shall, or shall procure that the relevant member of the Purchaser’s Group or relevant Group Company shall, pay to the Principal Seller as soon as practicable after receipt an amount equal to (i) any sum recovered from the third party less any reasonable costs and expenses incurred in obtaining such recovery less any Taxation attributable to the recovery after taking account of any tax relief available in respect of any matter giving rise to the claim or if less (ii) the amount previously paid by the Principal Seller to the Purchaser less any Taxation attributable to it.

13 Purchaser’s knowledge

Without prejudice to Clause 10.2, the Principal Seller shall not be liable under the Principal Seller’s Warranties in relation to any matter forming the basis of a claim of which any of the BT Employees was aware on or before the date of this Agreement.

14 Double Claims

Without limitation to paragraph 9, the Purchaser (and those deriving title from the Purchaser) shall not be entitled to recover from the Sellers under this Agreement more than once in respect of the same Losses.

15 Fraud

None of the limitations contained in this Schedule 6 shall apply to any claim which arises or is increased, or to the extent to which it arises or is increased, as the consequence of, or which is delayed as a result of, fraud, wilful misconduct, wilful concealment or gross negligence by the Sellers, any Group Company or any of their respective directors, officers, employees or agents.

16 Reliefs

None of the Principal Seller’s Warranties is, or is to be construed as, warranting that any Relief of a Group Company can be used or set-off against profits or Taxation liability of any person after Closing.

17 Sellers’ Post-Closing Group employees

The Purchaser agrees and undertakes that (in the absence of fraud) it has no rights against and shall not make any claim against any employee, director, agent, officer or adviser of the Sellers’ Post-Closing Group or any employee of a member of the Sellers’ Post-Closing Group on whom it may have relied before agreeing to any term of this Agreement and any other Agreement or document entered into pursuant to this Agreement or entering into this Agreement or any such other agreement.

18 Separate provisions

Each provision of this Schedule shall be read and construed without prejudice to each of the other provisions to this Schedule.

Schedule 6
Part 2
Conduct of Claims

1 Notification of Potential Claims

If the Purchaser or any Group Company becomes aware of any fact, matter or circumstance that may give rise to a claim against the Principal Seller under the Principal Seller's Warranties (other than under paragraph 12 of Schedule 4 (Tax)) or the Principal Seller's Indemnities, the Purchaser shall as soon as reasonably practicable give a notice in writing to the Principal Seller setting out such information as is available to the Purchaser or Group Company as is reasonably necessary to enable the Principal Seller to assess the merits of the claim (including if practicable, an estimate of the amount of Losses which are, or are to be, the subject of the claim (including any Losses which are contingent on the occurrence of any future event)), to act to preserve evidence and to make such provision as the Principal Seller may consider necessary.

Failure to give notice within such period shall not affect the rights of the Purchaser except to the extent that the Principal Seller is prejudiced by the failure.

2 Commencement of Proceedings

Any claim notified pursuant to paragraph 1 (other than in respect of a claim under paragraph 8.1 of Schedule 7 (Pensions)) shall (if it has not been previously satisfied, settled or withdrawn) be deemed to be irrevocably withdrawn six months after the giving of notice in accordance with paragraph 1 or in the case of any contingent liability, if later, six months after such contingent liability becomes an actual liability and is due and payable unless legal proceedings in respect of it (i) have been commenced by being both properly issued and validly served and (ii) are being and continue to be progressed by the Purchaser as diligently as reasonably practicable.

3 Investigation by the Principal Seller

In connection with any matter or circumstance (other than in respect of a claim under paragraph 8.1 of Schedule 7 (Pensions)) that:

3.1 may give rise to a claim against the Principal Seller under the Principal Seller's Warranties (other than under paragraph 12 of Schedule 4 (Tax)) or the Principal Seller's Indemnities, the Purchaser shall allow, and shall procure that the relevant Group Company allows, the Principal Seller and its financial, accounting or legal advisers to investigate the matter or circumstance alleged to give rise to a claim and whether and to what extent any amount is payable in respect of such claim; and

3.2 may give rise to a claim against the Principal Seller under the Principal Seller's Warranties (other than under paragraph 12 of Schedule 4 (Tax)) or the Principal Seller's Indemnities, the Purchaser shall disclose to the Principal Seller all material of which the Purchaser is aware which relates to the claim and shall, and shall procure that any other relevant members of the Purchaser's Group shall, give, subject to their being paid all reasonable costs and expenses, all such information and assistance, including access to premises and personnel, and the right to examine and copy or photograph any assets, accounts, documents and records, as the Principal Seller or its financial, accounting or legal advisers may reasonably request subject to the Principal Seller agreeing in such form as the

Purchaser may reasonably require to keep all such information confidential and to use it only for the purpose of investigating and defending the claim in question; and

3.3 may give rise to a claim against the Principal Seller under the Principal Seller's Indemnities the Principal Seller may, at its option, undertake the defence of any third party claim against the Purchaser or any Group Company (a "**Third Party Claim**") by notice in writing to the Purchaser and in such circumstances the Principal Seller will have the exclusive right to contest, defend, litigate and settle such Third Party Claim either before or after litigation at such time and on such terms as the Principal Seller considers appropriate (provided that where any Third Party Claim might reasonably be expected to have a material adverse impact on the Group's employee relations, the Principal Seller shall consult with the Purchaser and keep it fully informed with respect to such claim and obtain the Purchaser's approval to all material steps taken in the conduct of the defence of such claim, such approval not to be unreasonably withheld or delayed). If the Principal Seller does not elect to assume the defence of a Third Party Claim, the Principal Seller will nonetheless be entitled to participate in such defence. After notice from the Principal Seller to the Purchaser of the Principal Seller's election to assume the defence of a Third Party Claim, the Principal Seller will not be liable under the Principal Seller's Indemnities for any expenses of the Purchaser's legal advisers which are subsequently incurred in connection with the defence of such Third Party Claim;

3.4 may give rise to a claim against the Principal Seller under the Principal Seller's Warranties (other than under paragraph 12 of Schedule 4 (Tax)) or the Principal Seller's Indemnities, the Purchaser shall (wherever the Principal Seller has not elected to undertake the defence of a Third Party Claim itself) co-operate with and consult the Principal Seller and keep the Principal Seller fully informed with respect to any Third Party Claim and follow and comply with all reasonable requests and instructions of the Principal Seller with respect to the conduct of such defence and the actions to be taken in respect of it (provided that where any requests or instructions of the Principal Seller might reasonably be expected to have a material adverse impact on the Group's employee relations, the Purchaser shall have the right to approve such requests or instructions, such approval not to be unreasonably withheld or delayed); and

3.5 may give rise to a claim against the Principal Seller under the Principal Seller's Warranties (other than under paragraph 12 of Schedule 4 (Tax)) or the Principal Seller's Indemnities and, whether or not the Principal Seller shall have assumed the defence of the Third Party Claim, the Purchaser shall not admit any liability with respect to, or settle, compromise or discharge, any Third Party Claim or consent to entry of any judgment with respect thereto, without the prior written consent of the Principal Seller (which consent shall not be unreasonably withheld or delayed), and the Principal Seller will not be subject to any liability under the Principal Seller's Indemnities or otherwise for any such admission, settlement, compromise, discharge or consent to judgment made by a Purchaser without such prior written consent of the Principal Seller.

Schedule 7
Principal Seller's Pension Schemes

(Clause 9)

1 Definitions

"**Actuary's Letter**" means in relation to each of the Principal Seller's DB Schemes the letter from the Principal Seller's Actuary to the Purchaser's Actuary in respect of that scheme, which will be agreed between the actuaries prior to the Closing Date with both parties using their reasonable endeavours to procure that the actuaries agree the terms of the letter at least 3 weeks after the date of this Agreement or if earlier, by 31 March 2005. In the event that the actuaries do not agree the Actuary's Letter within this timescale, either party may refer the matter to be determined by an independent actuary, to be nominated by the Principal Seller and the Purchaser jointly, or if they cannot agree, by the President of the Faculty of Actuaries on application by either party. The independent actuary will act as an expert and not as an arbitrator, and his decision will be final and binding on the parties. His costs will be payable equally by the Principal Seller and the Purchaser;

"**Austrian Scheme**" means the Radianz Pension Fund – Victoria-Volksbanken;

"**BTRP**" means the BT Retirement Plan established by a trust deed and rules dated 17 April 2001.

"**Contingency Benefits**" means health insurance, death in service benefit, disability and incapacity early retirement benefits and administration of these benefits. For the avoidance of doubt this includes all benefits which arise under the Principal Seller's UK DB Schemes, other than benefits accrued in respect of service prior to the Principal Seller's UK DB Scheme Leaving Date but including benefits calculated by reference to prospective pensionable service.

"**Group Company Pension Schemes**" means the Pension Schemes listed in Item 2 of Schedule 11.

"**Hong Kong Scheme**" means the Reuters Hong Kong Retirement Scheme;

"**Non-UK Employee**" means an employee of a Group Company who immediately before Closing is an active member of any of the Pension Schemes other than the UK Pension Schemes.

"**Norway Scheme**" means the Radianz Norway Vital Forsikring.

"**Payment Date**" means the date on which payment is due under paragraph 3.5.

"**Principal Seller's Actuary**" means in relation to each of the Principal Seller's UK DB Schemes, the actuary appointed by the Principal Seller for the purpose of this Schedule in relation to that scheme.

"**Pension Schemes**" means the pension arrangements listed in Item 1 of Schedule 11.

"**Principal Seller's Overseas Schemes**" means the Austrian Scheme, the Hong Kong Scheme, the Switzerland Scheme and the Norway Scheme.

"**Principal Seller's UK DB Schemes**" means:

(i) the Reuters Pension Fund established by a trust deed dated 13 December 1893; and

(ii) the Equant Pension Scheme established by a trust deed and rules dated 1 December 2000.

"**Purchaser's Actuary**" means Jeff Hunt of KPMG, or another actuary appointed by BT for the purpose of this Schedule.

"**Purchaser's DB Scheme**" means Section C of the BT Pension Scheme known as the BTPS established by rules dated 2 March 1983.

"**Principal Seller's UK DB Scheme Leaving Date**" means 31 March 2005 or such later date notified to the Purchaser in writing.

"**RRP**" means the Reuters Retirement Plan established by trust deed and rules dated 31 March 1999.

"**Transfer Date**" means the (i) date six months after Closing, or (ii) such earlier date nominated by the Purchaser in relation to each of the Principal Seller's Overseas Schemes, or (iii) if the Purchaser does not make any election pursuant to paragraph 6.1 in relation to one of the Principal Seller's Overseas Schemes, then in relation to that scheme the Closing Date.

"**Switzerland Scheme**" means the Personnel Foundation of Reuters SA.

"**Transitional Period**" means the period between the Closing Date and the Transfer Date.

"**UK Employee**" means an employee of a Group Company who immediately before Closing is an employee of a Group Company located in the United Kingdom.

"**TUPE Employees**" means the IME/Editorial Employees as defined in the Network Services Agreement.

2 The Purchaser's DB Scheme

2.1 The Purchaser confirms that the Purchaser's DB Scheme is a contracted-out scheme and an exempt approved scheme for the purposes of Chapter I Part XIV of the Income and Corporation Taxes Act 1988.

2.2 The Purchaser will before the Closing Date invite employees of any Group Company and any of the TUPE Employees who are active members of the Principal Seller's UK DB Schemes immediately before the Principal Seller's UK DB Scheme Leaving Date to join the Purchaser's DB Scheme on the Closing Date:

2.2.1 in the case of employees who were members of the Reuters Pension Fund, on its normal terms; and

2.2.2 in the case of employees who were members of the Equant Pension Scheme, on its normal terms

but in either case with Pensionable Service (as that term is defined in the Purchaser's DB Scheme) backdated to the Principal Seller's UK DB Scheme Leaving Date.

2.3 The Principal Seller will promptly after the Principal Seller's UK DB Scheme Leaving Date and in any event within 4 weeks of that date provide details of the individual transfer payments as set out in paragraph 3.1 to the Purchaser, who will within 2 weeks of receipt of those details (or if later after the Closing Date) invite each such employee as referred to in paragraph 2.2 who accepts the invitation referred to in paragraph 2.2, in terms approved by the Purchaser and Principal Seller (such approval not to be unreasonably withheld or delayed), to consent within 4 weeks of the invitation to a transfer of assets being made for him from the Principal Seller's UK DB Schemes to the Purchaser's DB Scheme.

2.4 For the period from the Principal Seller's UK DB Scheme Leaving Date until the Closing Date the Principal Seller undertakes that it will provide and pay all costs of providing Contingency Benefits for the employees of any Group Company and the TUPE Employees who immediately prior to the Principal Seller's UK DB Scheme Leaving Date were active members of the Principal Seller's UK DB Schemes as if those employees remained active members of the Principal Seller's UK DB Schemes.

2.5 The Purchaser will credit each employee who accepts the invitation referred to in paragraph 2.2 with Pensionable Service (as that term is defined in the Purchaser's DB Scheme) in the Purchaser's DB Scheme in respect of the period from the Principal Seller's UK DB Scheme Leaving Date until the Closing Date and the Principal Seller will reimburse any Group Company or the Purchaser's Group for the cost of such credit by paying to the Purchaser an amount equal to 18.2% in respect of those employees accruing Pensionable Service at a 1/60th accrual rate and a correspondingly increased rate in respect of those employees with a higher accrual rate (in the case of the Reuters' Pension Fund) and 22% (in the case of the Equant Pension Scheme) of the relevant employees' aggregate Scheme Salaries (as that term is defined in the Purchaser's DB Scheme) for the period save and to the extent that the relevant amount is reflected in the Cash Debt and Working Capital Statement. Payment under this paragraph will be due within one week of the Purchaser notifying the Principal Seller of the identities of the employees in question. Interest will be payable on any amount due under this paragraph at 2% above the base rate of Barclays Bank plc from time to time in respect of the period from the week after the amount became due until the date of payment.

3 Transfer Payment from the Principal Seller's UK DB Schemes

3.1 The Principal Seller will use its reasonable endeavours to ensure that on the Payment Date the trustees of the Principal Seller's UK DB Schemes transfer to the Purchaser's DB Scheme for each UK Employee who requests or consents to a transfer of their accrued rights from the Principal Seller's UK DB Schemes to the Purchaser's DB Scheme in response to the invitations referred to in paragraph 2.3, an amount equal to the greater of:

3.1.1 the full cash equivalent (calculated in accordance with the Pension Schemes Act 1993 and the Pensions Act 1995) in respect of that employee; and

3.1.2 a share of the assets of the Principal Seller's UK DB Schemes which bears the same ratio to the total assets of the Principal Seller's UK DB Schemes as the liabilities accrued in respect of that UK Employee bears to the total liabilities of the Principal Seller's UK DB Schemes, calculated as at the Principal Seller's UK DB Scheme Leaving Date on the bases set out in the Actuary's Letter.

3.2 The amount referred to in paragraph 3.1 will be adjusted between Closing and the Payment Date as set out in the Actuary's Letter.

3.3 The amount referred to under paragraph 3.1 will initially be calculated in respect of each person to whom an invitation is to be issued under paragraph 2.3 by the Principal Seller's Actuary. The Principal Seller will ensure that the Purchaser's Actuary is supplied within 4 weeks of the Principal Seller's UK DB Scheme Leaving Date with all information reasonably required by the Purchaser's Actuary to enable him to verify the Principal Seller's Actuary's calculations. If the Principal Seller's Actuary and the Purchaser's Actuary cannot agree on the amount within one month of the date on which the Purchaser's Actuary is supplied with all such information, either party may require the amount to be determined by an independent actuary, to be nominated by the Principal Seller and the Purchaser jointly, or if they cannot agree, by the President of the Faculty of Actuaries on application by either party. The independent actuary will act as an expert and not as an arbitrator, and his decision will be final and binding on the parties. His costs will be payable equally by the Principal Seller and the Purchaser.

3.4 Payment to the Purchaser's DB Scheme is conditional on the Inland Revenue having consented to the making of the payment.

3.5 Payment to the Purchaser's DB Scheme is due by the latest of the following:

3.5.1 13 months after Closing;

3.5.2 fourteen days after the Purchaser has notified the Principal Seller of the employees who have accepted the invitation referred to in paragraph 2.3. The Purchaser will use its reasonable endeavours to notify the Principal Seller of any such employees within 11 weeks of the Principal Seller's UK DB Scheme Leaving Date; and

3.5.3 seven days after the date when the condition in paragraph 3.4 has been satisfied.

3.6 If the trustees of the Principal Seller's DB Schemes do not pay the amount calculated in accordance with paragraphs 3.1 and 3.2 in full on the Payment Date, the Principal Seller will immediately pay to the Purchaser or as the Purchaser shall direct the amount of the difference together with interest at the rate of 2 per cent above the rate of Barclays Bank plc from time to time between the Payment Date and the date on which payment is actually made.

3.7 If after the payment of the shortfall amount set out in paragraph 3.6, the Purchaser receives a reduction in its liability to corporation tax as a result of being able to treat a payment of an amount equal to the shortfall payment set out in paragraph 3.6 to the Purchaser's DB Scheme as deductible for corporations tax purposes, the Purchaser will pay to the Principal Seller within 14 days after the Purchaser would otherwise have been liable to pay the amount of the corporation tax saved, a sum equal to that corporation tax reduction provided that the Purchaser shall have no obligation to make a payment if the Purchaser has any liability to tax as a result of the payment of the shortfall amount set out in paragraph 3.6 unless and to the extent that the tax deduction exceeds such liability.

4 Voluntary Contributions

Nothing previously contained in this Schedule will apply to voluntary contributions paid to secure money purchase benefits or to money purchase benefits secured by them. However, the Principal Seller will use reasonable endeavours to ensure that the assets representing voluntary contributions of UK Employees who request or consent to a transfer of their accrued rights from the Principal Seller's UK DB Schemes to the Purchaser's DB Scheme will be transferred to the Purchaser's DB Scheme and the Purchaser will ensure that in that event its scheme provides benefits for the members concerned equal in value to the amounts transferred.

5 BTRP

The Purchaser undertakes with the Principal Seller that all the employees of a Group Company and any of the TUPE Employees who immediately before the Closing Date are active members of the RRP will be invited to become members of BTRP with effect from the Closing Date in respect of their service with any Group Company or the Purchaser on and after that date, on the normal terms of BTRP.

6 Transitional Period of Participation for Principal Seller's Overseas Schemes

The following will apply in respect of the Principal Seller's Overseas Schemes during the Transitional Period.

6.1 The Purchaser may prior to the Closing Date by written notice to the Principal Seller elect that a Transitional Period shall apply in relation to each of the Principal Seller's Overseas Schemes.

6.2 The Principal Seller will (subject to local legal requirements) use its reasonable endeavours to ensure that the Group Company which is the employer of employees in the relevant jurisdiction can continue to participate in the Principal Seller's Overseas Schemes.

6.3 The Principal Seller will give the Purchaser 3 months' written notice of any amendment to be made to the Principal Seller's Overseas Schemes which would affect the benefits, contributions or eligibility of employees of the relevant Group Company or which might increase the amounts payable to the Principal Seller's Overseas Schemes by the relevant Group Company or decrease the amounts payable by the Principal Seller's Overseas Schemes to any pension scheme of the Purchaser in the relevant jurisdiction. The Purchaser may consent to a shorter notice period being given (such consent not to be unreasonably withheld or delayed).

6.4 The Purchaser undertakes that it will procure that the relevant Group Company will pay to the Principal Seller's Overseas Schemes, employer contributions, at the rate of:

6.4.1 1 per cent of its participating employees' pensionable salary (as that term is defined in the Austrian Scheme) below the Austria Social Security ceiling and 10 per cent above (plus its share of administrative expenses) in respect of the Austrian Scheme;

6.4.2 10 per cent of its participating employees' pensionable salary (as that term is defined in the Hong Kong Scheme) (plus its share of administrative expenses) in respect of the Hong Kong Scheme;

6.4.3 13 per cent of its participating employees' pensionable salary (as that term is defined in the Switzerland Scheme) (inclusive of its share of administrative expenses) in respect of the Switzerland Scheme; and

6.4.4 at such rates of its participating employees' pensionable salary (as that term is defined in the Norway Scheme) (inclusive of its share of administrative expenses) calculated on an individual basis as set out in the Data Room in respect of the Norway Scheme.

6.5 The Purchaser undertakes that it will procure that the relevant Group Company will comply in all other material respects with the provisions of the Principal Seller's Overseas Schemes which apply to it as an employer.

6.6 The Purchaser undertakes that it will procure that the relevant Group Company will not exercise any power, right or discretion, including the giving or withholding of consent to any event or course of action, conferred on the relevant Group Company or on the Purchaser by the Principal Seller's Overseas Schemes, except on such terms as the Principal Seller may agree in writing, such agreement not to be unreasonably withheld or delayed.

6.7 The Purchaser undertakes that it will procure that the relevant Group Company will not cause or allow the pensionable salary for the purposes of the relevant scheme of any employee of the relevant Group Company participating in the Principal Seller's Overseas Schemes to be increased, except on such terms as the Principal Seller may agree in writing, such agreement not to be unreasonably withheld or delayed. For the avoidance of doubt, where the calculation of the amount of company contributions to the relevant Principal Seller's Overseas Scheme under paragraph 6.4 above includes an allowance for increases to pensionable salary in line with the relevant scheme's valuation assumptions, then the Principal Seller will not normally withhold consent to increases to such pensionable salaries in line with those assumptions or charge further contributions.

6.8 The Purchaser undertakes that it will procure that the relevant Group Company will appoint the Principal Seller (or its nominee), to act on its behalf in relation to the Principal Seller's Overseas Schemes for the purpose of dealing with any local legal requirements and to do all such acts and execute and/or sign all such documents on its behalf as the Principal Seller or the administrators of the Principal Seller's Overseas Schemes may reasonably consider necessary or desirable in connection therewith without prejudice to the terms of this Schedule.

6.9 The Purchaser will pay to the Principal Seller, or as it may direct, an amount which indemnifies the Principal Seller, or would, if paid to any subsidiary or associate of the Principal Seller indemnify them, (on an after-tax basis) against all liabilities, costs, claims, demands and expenses (including reasonable legal and actuarial fees) arising out of or in connection with the participation of any relevant Group Company at any time during the Transitional Period in the Principal Seller's Overseas Schemes, provided that the indemnity will not apply where the liabilities, costs, claims, demands or expenses are a direct result of a negligent act or omission by the Principal Seller or any subsidiary or associate of it, in default of its obligations under this Agreement.

7 Non-UK Employees

7.1 With effect from Closing, then if the Purchaser decides not to continue any pension arrangement operated prior to Closing by a Group Company in any country in respect of its Non-UK Employees employed in that country, the Purchaser will offer the Non-UK Employees membership of the same pension arrangement of the Purchaser (if any) as a comparable newly-hired employee of the Purchaser working in the same country as the relevant Non-UK Employee would be allowed to join, provided that they satisfy any eligibility conditions for the relevant pension arrangement of the Purchaser, on the terms ordinarily applicable to such newly-hired employees.

7.2 If there is more than one pension arrangement or more than one set of terms of general application which could apply to comparable newly-hired employees in any country, the Purchaser reserves the right to decide which pension arrangement or what terms of general application will apply.

8 Indemnities

8.1 The Principal Seller will pay to the Purchaser or as it may direct an amount which indemnifies the Purchaser or would, if paid to any of the Purchaser's Group (including after Closing any of the Group Companies indemnify them (on an after-tax basis)) against all liabilities, costs, claims, demands and expenses (including legal and actuarial fees) arising out of or in connection with the participation of any of the Group Companies at any time prior to the Closing Date in the Principal Seller's UK DB Schemes including (but without limitation):

8.1.1 arising under Sections 75 or 75A of the Pensions Act 1995; or

8.1.2 under a "Contribution Notice" or "Financial Support Direction" issued under the Pensions Act 2004.

8.2 The Principal Seller will pay to the Purchaser or as it may direct an amount which indemnifies the Purchaser or would, if paid to any of the Purchaser's Group (including after Closing any of the Group Companies) indemnify them (on an after-tax basis) against all liabilities, costs, claims, demands and expenses (including legal and actuarial fees) arising out of or in connection with the failure at any time of the Principal Seller's UK DB Schemes to provide benefits to any member of the Principal Seller's UK DB Schemes who retires, dies or otherwise leaves service after the Principal Seller's UK DB Scheme Leaving Date and before the Closing Date as if the relevant member had been an active member of the relevant Principal Seller's UK DB Scheme as at the date of retirement, death or other leaving.

Back to Contents

Schedule 10
The Shares

Number of Shares beneficially owned by each of the Sellers:

Full name	**Number of Ordinary Shares**	**Number of Preference Shares**
Reuters Limited	490	7,900
Blaxmill (Six) Limited	510	–
Reuters C LLC	–	5,100
Reuters America LLC	–	2,800
TOTAL	1,000	15,800

Schedule 11
Pension Schemes Definition

Item 1:

"**Pension Schemes**" means:

(i) Reuters Austria Private Pension Plan (Austria);

(ii) Radianz Pension Fund – Victoria-Volksbanken (Austria);

(iii) Reuters GmbH Stage II Plan (Germany);

(iv) Radianz Belgium Swiss Life Plan (Belgium);

(v) Kontant Pension (Denmark);

(vi) Finland TEL (Finland);

(vii) Versorgungswerk der Presse (Germany);

(viii) Reuters Hong Kong Retirement Scheme (Hong Kong);

(ix) Italian Plan operated by the Fondo Pensioni Unipol Insieme (Italy) (this includes contributions in respect of the TFR (termination indemnity);

(x) INDPAI (Italy);

(xi) Reuters Japan Retirement Pension Plan (Japan);

(xii) Plan de Pension Swiss Life (Luxemburg);

(xiii) Reuters Swiss Life Netherlands Pension Plan (Netherlands);

(xiv) Radianz Norway Vital Forsikring (Norway);

(xv) Reuters Pension Allianz Portugal (Portugal);

(xvi) Plan de Pensiones del Groupo Reuters (Spain);

(xvii) Radianz Sweden ITP Plan (Sweden);

(xviii) Personal Foundation of Reuters SA (Switzerland);

(xix) Reuters UK Retirement Plan (UK);

(xx) Reuters Pension Fund (UK);

(xxi) The Equant Pension Scheme (UK);

(xxii) Radianz 401(K) Plan (USA);

(xxiii) Radianz Executive Retirement Plan (USA);

(xxiv) Pensionskasse (salary deferral) (Germany);

(xxv) TFR (termination indemnity) (Italy);

(xxvi) Reuters Interpolis DC pension plan (Netherlands);

(xxvii) AMP Corporate Superannuation Fund;

(xxviii) Colonial Select Superannuation Fund; and

(xxix) Australian Private Super Fund.

Item 2:

"**Group Company Pension Schemes**" means:

(i) Reuters Austria Private Pension Plan

(ii) Radianz Pension Fund – Victoria – Volksbanken (Austria);

(iii) Kontant Pension (Denmark);

(iv) TFR – termination indemnity (Italy);

(v) Radianz Norway Vital Forsikring (Norway);

(vi) Reuters GmbH Stage II Plan (Germany);

(vii) Radianz Belgium Swiss Life Plan (Belgium);

(viii) Radianz Sweden ITP Plan (Sweden);

(ix) Radianz 401(K) Plan (USA); and

(x) Radianz Executive Retirement Plan (USA).

Back to Contents

Schedule 12
Indemnities

(Clause 12)

1 The Principal Seller covenants to pay to the Purchaser an amount equal to the amounts payable by the Purchaser, the Purchaser's Group or any of the Group Companies in respect of and/or, in the case of paragraph 1.4 below, any Losses suffered as a result of:

1.1 Disposal of the Voice Services Business

the settlement or discharge of any claims brought pursuant to the indemnities given under or pursuant to the business purchase agreement dated 30 June 2004 between Radianz Global Limited, Radianz Americas Inc., Westcom Dedicated Private Lines Limited and Westcom Dedicated Private Lines Inc entered into for the sale by the Group of its voice services business to Westcom Dedicated Private Lines Inc. and Westcom Dedicated Private Lines Limited (other than as a result of the actions of the Purchaser or any Group Company following Closing);

1.2 Employment Indemnities

the race discrimination claims made by the two employees of the Group who work as sales people in its New York City office and in respect of which a demand letter was received by the Group on 1 September 2004 and the claim for equal pay and unfair selection for redundancy brought by Iolanda Hudson, an ex-employee of the Company who took voluntary redundancy as part of the Radianz VR programme in May 2004 and in respect of which she has filed a claim in an employment tribunal (case number: 3201386/2004);

1.3 Stock Option Plans

amounts determined to be payable as a result of a successful challenge to the basis on which the Cash Cancellation Proposal is implemented or calculated, any additional amounts payable pursuant thereto, and any amounts payable in settlement of any challenge on terms agreed by the Principal Seller, together with the costs of defending any action brought in relation to the Cash Cancellation Proposal (but shall not extend to any amounts payable as a result of the valid exercise of an Option where the holder acquires C Shares); and

1.4 PMIC

in circumstances where (1) PMIC is liable to indemnify the Group under the public and product liability sections of the Group's general liability insurance policy with PMIC in place as at the date of this Agreement for such Losses but is unable or refuses to do so due to PMIC's insolvency and/or (2) PMIC would have been liable to indemnify the Group for such Losses but for the restructuring of the Company's policy with PMIC in 2004.

2 With respect to each of the above, the Purchaser shall not be entitled to make a claim to the extent that such amounts are settled prior to the Closing Statement Date or are included in the Cash, Debt and Working Capital Statement.

3 This Schedule 12 is subject to the terms of Schedule 6 to the extent stated therein as applicable.

Schedule 13
Further Tax Provisions

1 Interpretation

In this Schedule:

1.1 the following expressions bear the following meanings namely:

"**Group Tax Relief**" means any Relief available between members of a group, fiscal unity or consolidation for Taxation purposes whether in the United Kingdom or any other jurisdiction;

"**Permanent Establishment Business**" means, any business carried out by Radianz Americas Inc. through a permanent establishment outside of the jurisdiction of its incorporation and/or any business carried out by Radianz Global Limited though a permanent establishment outside of the jurisdiction of its incorporation;

"**Pricing Arrangements**" means any operations between Radianz Global Limited and other Group Companies, the terms of which are referred to in paragraph 12.5.2 of the Disclosure Letter, being on terms other than would have been entered into between independent enterprises acting at arm's length;

"**RGL Transfer Pricing Enquiry**" means the enquiry made by the United Kingdom Inland Revenue into transfer pricing referred to in the second sub-paragraph of paragraph 12.1.1 of the Disclosure Letter;

"**TA**" means the Income and Corporation Taxes Act 1988;

"**Tax Audits**" means the audit in respect of New York general corporate income tax referred to at paragraph 12.3.3 of the Disclosure Letter, the audit in respect of Texas franchise tax referred to at paragraph 12.3.3 of the Disclosure Letter and each of the audits in respect of VAT referred to at paragraph 12.3.3 of the Disclosure Letter and "**Tax Audit**" means any one of them;

"**Tax Warranties**" means the warranties set out in paragraph 12 of Schedule 4 (Tax) to this Agreement and "**Tax Warranty**" shall be construed accordingly;

"**Transaction**" means any transaction, circumstance, act, event or omission of whatever nature and includes, without limitation, any change in the residence of any person for the purposes of any Taxation and any change in accounting reference date;

"**UK Allocation**" means the possible or actual misbooking of the revenue or revenues referred to at in the third sub-paragraph of paragraph 12.1.1 of the Disclosure Letter;

"**VATA 1994**" means the Value Added Tax Act 1994; and

"**Warranty Liability**" means any loss, damage or liability giving rise to a claim under the Tax Warranties;

1.2 references to "**profits**" include income, profits or gains (including capital gains) of any description or from any source and references to profits earned, accrued or received include profits deemed to have been or treated as earned, accrued or received for Taxation purposes;

1.3 "**Tax Liability"** means a liability to make an actual payment of Taxation (or an amount in respect of Taxation) or the setting off against profits or against a Taxation liability (in either case in respect of which but for such setting off the Group Company concerned would have had a liability to pay Taxation in respect of which a claim could have been made under this Schedule) of any Relief to the extent that such Relief has been taken into account in, or in computing a provision for Taxation in, the Cash, Debt and Working Capital Statement or which is not available before Closing but arises in respect of a Transaction or Transactions occurring after Closing and the amount of the Taxation shall in such case be deemed to be the amount of Taxation for which a claim could have been made under this Schedule but for such setting off; and

1.4 references to the "**Purchaser**" shall, where the benefit of this Schedule has been assigned under Clause 15.5 of this Agreement, mean the person or persons for the time being entitled to the benefit of this Schedule.

2 Covenant

2.1 Subject to any other provisions of this Schedule, the Principal Seller agrees to pay to the Purchaser on the due date for payment an amount equal to:

2.1.1 any VAT payable by any Group Company attributable to any supplies, self supplies, or importations or acquisitions made for VAT purposes by or to the members of the Principal Seller VAT Group (other than any Group Company) on or prior to the date on which the Group Companies cease (or ceased) to be members of the Principal Seller VAT Group and the deeming provisions of Section 43(1) VATA 1994 shall be disregarded in determining what supplies, self supplies or importations or acquisitions have been made or are deemed to have been made by or to any person for the purposes of this paragraph 2.1.1;

2.1.2 any Tax Liability for which a Group Company becomes liable by virtue of the operation of Sections 767A, 767AA and 767B TA where the "taxpayer company" (as referred to in Section 767A(1)(a) TA) or the "transferred company" (as referred to in Section 767AA(1)(a) TA) is at, or was at any time prior to, Closing controlled by the Principal Seller or by a Group Company or is at any time within 3 years after Closing controlled by the Principal Seller or by any company that controls the Principal Seller (defining "control" and "controlled" for the purposes of this paragraph 2.1.2 in accordance with Section 767B TA);

2.1.3 any Tax Liability of a Group Company under Section 179 Taxation of Chargeable Gains Act 1992 or paragraph 58 of Schedule 29, Finance Act 2002 which arises in consequence of a Group Company ceasing on or prior to Closing to be a member of a group for the purposes of any Taxation;

2.1.4 any Tax Liability for which a Group Company becomes liable in consequence of the failure by any company (other than a Group Company) which has at any time (whether before or after Closing) been a member of a group, fiscal unity or consolidation (as defined from time to time for any Taxation purpose) of which the Group Company has at any time prior to Closing been a member to discharge Taxation;

2.1.5 any liability of a Group Company to pay or account for any US Sales Tax in respect of services supplied to or by a Group Company on or before

Closing and which are not taken into account in the Cash, Debt and Working Capital Statement;

2.1.6 any Tax Liability arising in respect of periods ending or Transactions effected or occurring on or before Closing and any reasonable costs and expenses for which a Group Company becomes liable as a result of the RGL Transfer Pricing Enquiry;

2.1.7 any Tax Liability arising in respect of periods ending or Transactions effected or occurring on or before Closing for which a Group Company becomes liable as a result of the UK Allocation except to the extent that that Tax Liability is provided for in the 2004 Accounts;

2.1.8 any Tax Liability arising in respect of periods ending or Transactions effected or occurring on or before Closing and any reasonable costs and expenses for which a Group Company becomes liable as a result of any Tax Audit;

2.1.9 any Tax Liability arising in respect of periods ending or Transactions effected or occurring on or before Closing for which Radianz Americas Inc. or Radianz Global Limited becomes liable as a result of Permanent Establishment Business;

2.1.10 any Tax Liability of a Group Company arising in respect of periods ending or Transactions effected or occurring on or before Closing as a result of any Pricing Arrangements; and

2.1.11 all reasonable costs and expenses (including the costs and expenses of taking any action under this Schedule) properly incurred or payable by the Purchaser and the Group Companies in connection with or in consequence of any matter for which the Principal Seller is liable under this Schedule.

2.2 Any payments made under paragraph 2.1 shall be treated as an adjustment to the consideration paid by the Purchaser for the Shares under the terms of this Agreement.

3 Exclusions

3.1 The Principal Seller shall not be liable under paragraph 2 above and shall not be liable for breach of any Tax Warranty:

3.1.1 to the extent that the Tax Liability or Warranty Liability has been compensated for by insurers without cost to the Purchaser and/or any Group Company; or

3.1.2 to the extent that the Tax Liability or Warranty Liability arises or is increased as a consequence of any failure by the Purchaser to comply with its obligations under paragraph 4 (Mitigation), paragraph 6 (Pre-Closing Computations) or paragraph 7 (Claims); or

3.1.3 to the extent that the Purchaser or a Group Company has recovered under any relevant statutory provision an amount corresponding to the Taxation which gave rise to the Tax Liability or Warranty Liability (and the Purchaser shall procure that no such recovery is sought to the extent that payment is made under paragraph 2); or

3.1.4 to the extent that recovery has been made in respect of the same subject matter under this Agreement.

3.2 The provisions of Clause 11 of this Agreement shall have effect as if expressly incorporated in this Schedule and in the case of conflict between the other provisions of this Agreement and this Schedule, this Schedule shall prevail.

4 Mitigation

The Purchaser shall, at the direction in writing of the Principal Seller, procure that the relevant Group Company (or relevant Group Companies) take(s) all such steps as the Principal Seller may require to:-

4.1 use in the manner hereinafter mentioned all such Reliefs arising as a consequence of or by reference to any Transaction occurring (or deemed to occur) on or before Closing or in respect of a period ended on or before Closing and not as a consequence of or by reference to a Transaction occurring (or deemed to occur) after Closing or in respect of a period commencing after Closing as are available to the relevant Group Company (or relevant Group Companies) to reduce or eliminate any Tax Liability or Warranty Liability in respect of which the Purchaser has given notice under paragraph 7 (Claims) of this Schedule (such Reliefs including, without limitation, Reliefs made available to a company by means of a surrender from another company), the said use being to effect the reduction or elimination of any such Tax Liability or Warranty Liability to the extent specified by the Principal Seller and permitted by law;

4.2 make all such claims and elections specified by the Principal Seller in respect of any accounting period of the relevant Group Company (or relevant Group Companies) commencing before Closing as have the effect of reducing or eliminating any such Tax Liability or Warranty Liability as is mentioned in paragraph 4.1, provided that no such claim or election shall require the relevant Group Company (or relevant Group Companies) to use any Relief which arises solely as a consequence of or by reference to a Transaction occurring (or deemed to occur) after Closing or in respect of a period commencing after Closing;

4.3 allow the Principal Seller to reduce or eliminate any Tax Liability or Warranty Liability as is mentioned in paragraph 4.1 by surrendering, or procuring the surrender by any company (other than a Group Company), of Group Tax Relief to the relevant Group Company (or relevant Group Companies) to the extent permitted by law but without any payment being made in consideration for such surrender; and

4.4 allow the Principal Seller to reduce or eliminate any Tax Liability or Warranty Liability as is mentioned in paragraph 4.1 by joining in a valid election under Section 179A of the Taxation of Chargeable Gains Act 1992 with any company (other than a Group Company) specified by the Principal Seller (in which case no payment in connection with the election shall be made by the relevant Group Company (or Group Companies) to the other company in question),

provided that neither the Purchaser nor any Group Company shall be required to take any such steps if any Group Company or any member of the Purchaser's Group would suffer a liability to Tax or incur any cost or expense in excess of US$20,000 for which the Principal Seller is not liable under this Schedule.

5 Due Date for Payment

5.1 The due date for payment under paragraph 2.1 shall be as follows:

5.1.1 where a liability of the Principal Seller arises from a liability of the Purchaser or a Group Company to make a payment of Taxation which has not at the date of the notice under paragraph 7.1 been made, the date falling five (5) Business Days before the latest date on which that Taxation may be paid to the relevant Tax Authority without a liability to interest or penalties accruing; and

5.1.2 in any other case, including where any payment of Taxation has already been made, five (5) Business Days after service by the Purchaser of a notice containing a written demand in respect of the matter for which the Principal Seller is liable.

5.2 Any payment due to be made under this Schedule shall carry interest from the due date for payment until actual payment at the rate per annum of 2.5 per cent. above LIBOR provided that interest shall not accrue for any period in respect of which interest due to the relevant Tax Authority is included in the payment due to be made under this Schedule before the application of this paragraph 5.2. Such interest shall accrue from day to day and shall be compounded monthly.

6 Pre-Closing Computations

6.1 Subject to and in accordance with the provisions of this paragraph 6, the Purchaser or its duly authorised agents shall (or shall procure that the relevant Group Company shall), at the Purchaser’s cost (but subject to the provisions of paragraph 7.1 below):

6.1.1 prepare, submit and deal with (or procure the preparation and submission of) all computations and returns relating to Taxation; and

6.1.2 prepare, submit and deal with (or procure the preparation and submission of) all claims, elections, surrenders, disclaimers, notices and consents for Taxation purposes;

in respect of all periods relevant for Taxation purposes of each Group Company beginning before Closing (the “**Pre-Closing Accounting Periods**”).

6.2 The Principal Seller hereby agrees to cancel any existing authority held by any employee or agent of or adviser to the Principal Seller to sign tax documents relevant to the matters set out in paragraph 6.1 above (“**Tax Documents**”) on behalf of any Group Company with effect from Closing.

6.3 Subject to clause 6.6 (below), the Purchaser shall procure, in relation to the Pre- Closing Accounting Periods, that:

6.3.1 the Principal Seller receives draft copies of the returns of the Group Companies in respect of corporation tax within 30 days or within a reasonable period prior to their submission to the appropriate Tax Authority and the Purchaser shall take account of any reasonable written comments made by the Principal Seller on those draft returns prior to submission of the relevant returns to the appropriate Tax Authority;

6.3.2 the Principal Seller is kept fully informed of the progress of all matters relating to the Taxation affairs of the Group Companies in relation to the

Pre-Closing Accounting Periods to the extent that they could give rise to a liability of the Principal Seller under this Schedule or for breach of the Tax Warranties;

6.3.3 the Principal Seller is sent copies of all material correspondence (including Tax Documents) from any Tax Authority insofar as it is relevant to the matters referred to in paragraph 6.1 above as soon as reasonably practicable after receipt thereof;

6.3.4 the Principal Seller receives draft copies of all correspondence (including Tax Documents) proposed to be sent to any Tax Authority insofar as it is relevant to the matters referred to in paragraph 6.1 above within 30 days or within a reasonable period prior to their being sent to the appropriate Tax Authority and the Purchaser shall take account of any reasonable written comments made by the Principal Seller on such draft correspondence prior to the relevant correspondence being sent to the appropriate Tax Authority; and

6.3.5 the Principal Seller is consulted in relation to the matters referred to in paragraph 6.3.2 above and shall take into account any reasonable written comments of the Principal Seller in relation to such matters.

6.4 The Principal Seller shall procure that the Purchaser and the Group Companies and their duly authorised agents are (on reasonable notice in writing to the Principal Seller) afforded such reasonable assistance by members of the Sellers' Post- Closing Group as may be necessary to enable the Purchaser to discharge its obligations under this paragraph 6.

6.5 Neither the Purchaser nor any Group Company shall be required by this paragraph 6 to take any action which will be unduly onerous or materially prejudicial to it.

6.6 The Purchaser shall procure that:

6.6.1 the Principal Seller receives draft copies of the returns of the Group Companies to the extent that they relate to US Sales Tax, the UK Allocation, Pricing Arrangements, the Tax Audits, the RGL Transfer Pricing Enquiry or Permanent Establishment Business within 30 days or within a reasonable period prior to their submission to the appropriate Tax Authority and the Purchaser shall fully implement in a manner satisfactory to the Principal Seller all written comments made by the Principal Seller on those draft returns prior to submission of the relevant returns to the appropriate Tax Authority;

6.6.2 the Principal Seller is kept fully informed of the progress of all matters relating to the Taxation affairs of the Group Companies in relation to US Sales Tax, the UK Allocation, Pricing Arrangements, the Tax Audits, Permanent Establishment Business and the RGL Transfer Pricing Enquiry to the extent that they could give rise to a liability of the Principal Seller under this Schedule (or could increase the likelihood of such liability arising);

6.6.3 the Principal Seller is sent copies of all correspondence (including Tax Documents) which relate to US Sales Tax, the UK Allocation, Pricing Arrangements, the Tax Audits, Permanent Establishment Business and the

RGL Transfer Pricing Enquiry, from any Tax Authority insofar as they could give rise to a liability of the Principal Seller under this Schedule (or could increase the likelihood of such liability arising) as soon as reasonably practicable after receipt thereof;

6.6.4 the Principal Seller receives draft copies of all correspondence (including Tax Documents) proposed to be sent to any Tax Authority which relate to US Sales Tax, the UK Allocation, Pricing Arrangements, the Tax Audits, Permanent Establishment Business and the RGL Transfer Pricing Enquiry insofar as they could give rise to a liability of the Principal Seller under this Schedule (or increase the likelihood of such liability arising) within 30 days or within a reasonable period prior to their being sent to the appropriate Tax Authority and the Purchaser shall fully implement in a manner satisfactory to the Principal Seller all written comments made by the Principal Seller on such draft correspondence prior to the relevant correspondence being sent to the appropriate Tax Authority; and

6.6.5 the Principal Seller is consulted in relation to US Sales Tax, the UK Allocation, Pricing Arrangements, the Tax Audits, Permanent Establishment Business and the RGL Transfer Pricing Enquiry and shall fully implement in a manner satisfactory to the Principal Seller all written comments made by the Principal Seller which relate to US Sales Tax, the UK Allocation, Pricing Arrangements, the Tax Audits, Permanent Establishment Business or the RGL Transfer Pricing Enquiry.

6.7 This paragraph 6 shall operate without prejudice to the provisions of paragraph 7.

7 Claims

7.1 If the Purchaser or any Group Company becomes aware after Closing of any matter which could give rise to a liability under this Schedule or to a claim for breach of any Tax Warranty, the Purchaser shall procure that notice of that matter is given as soon as reasonably practicable to the Principal Sellers and as regards any such matter the Purchaser shall itself or shall procure that the Group Company concerned shall at the request of the Principal Seller take such action as it may reasonably request to deal with the matter but subject as set out in paragraph 7.2 and paragraph 7.3 and subject to the Purchaser and the Group Company being indemnified and secured to their reasonable satisfaction by the Principal Seller against all losses (including additional Taxation), costs, damages and expenses which may be incurred as a result.

7.2 The Purchaser and each Group Company shall be at liberty without reference to the Principal Seller to deal with any matter which could give rise to a liability under this Schedule and settle any such matter with a Tax Authority (i) if the Purchaser so elects, in which case the Principal Seller shall have no liability under this Schedule in respect of such matter or (ii) if the Principal Seller delays unreasonably in giving any such request as is mentioned in paragraph 7.1 above provided that the Purchaser or Group Company concerned has notified the Principal Seller of its intention to so deal with the matter and has afforded the Principal Seller a period of five (5) Business Days to respond.

7.3 If the Principal Seller wishes to make an appeal to the Commissioners of the Inland Revenue or any other appellate body, tribunal or court (whether in the United

Kingdom or elsewhere in the world) against any assessment or determination of any Tax Authority in respect of which the Principal Seller is liable under this Schedule, the Principal Seller shall consult with the Purchaser, but the Purchaser shall not be required to procure that the relevant Group Company makes any such appeal unless a tax counsel of at least ten years standing (instructed jointly by the Principal Seller and the Purchaser, at the Principal Seller's cost) has given an opinion that such appeal should succeed.

7.4 The Purchaser shall procure that the Principal Seller and its duly authorised agents are (on reasonable notice in writing to the Purchaser) afforded such reasonable access to the books, accounts, personnel, correspondence and documentation of the Group Companies and such other reasonable assistance as may be necessary to enable the Principal Seller to exercise its rights under this paragraph 7.

7.5 Subject to the other provisions of this paragraph 7, the actions which the Principal Seller may reasonably request under paragraph 7.1 shall include (without limitation) the relevant Group Company applying to postpone (so far as legally possible) the payment of any Taxation and/or allowing the Principal Seller to take on at its own expense the conduct of all or any proceedings of whatsoever nature arising in connection with the matter in question.

8 Purchaser's Indemnity

The Purchaser shall pay to the Principal Seller an amount equal to the amount of any Taxation for which the Principal Seller or any member of the Seller's Group becomes liable by virtue of the failure of the Purchaser, any Group Company or any member of a group, fiscal unity or consolidation of which the Purchaser or a Group Company is a member after Closing to discharge Taxation (and, in the case of failure to so discharge by a Group Company, only where the due date for payment of such Taxation arises after Closing) and for which the Purchaser or the Group Company is primarily liable, except to the extent such Taxation:

8.1 is subject to a valid claim under this Agreement or this Schedule by the Purchaser which has not been satisfied or could be the subject of any such valid claim, assuming that a claim was made in respect of such Taxation (ignoring for these purposes Clause 11 of this Agreement as applied by paragraph 3.2 of this Schedule); or

8.2 has been recovered under any relevant statutory provision (and the Principal Seller shall procure that no such recovery is sought to the extent that payment is made under this paragraph 8).

The provisions of paragraph 5 (Due Date for Payment) and paragraph 7 (Claims) shall apply to any liability of the Purchaser under this paragraph 8 as if references therein to the "Purchaser" were to the "Principal Seller" and vice versa and with such other modifications as are necessary.

9 Recovery from Third Parties

If the Principal Seller pays an amount, either under paragraph 2 or in discharge of any claim for breach of any Tax Warranty, and any Group Company is entitled to recover from some other person (other than a Group Company or any member of the Purchaser's Group) any sum in respect of that Taxation, then the Purchaser shall:

9.1 as soon as reasonably practicable notify the Principal Seller of such entitlement and shall, if so requested by the Principal Seller and subject to the Purchaser and the Group Company being indemnified and secured to their reasonable satisfaction by the Principal Seller against all losses (including additional Taxation), damages, costs and expenses which may be reasonably incurred, procure that the Group Company takes all reasonable steps to enforce that recovery (keeping the Principal Seller fully and promptly informed of the progress of any action taken); and

9.2 account to the Principal Seller within 10 Business Days of recovering any such amount for the whole of any sum so recovered (including any interest or repayment supplement paid to the Purchaser or a Group Company) less any costs and expenses of recovery (including any Taxation which would not have been incurred but for the recovery of that amount) up to an amount not exceeding the amount of any such payment previously made by the Principal Seller in respect of such Taxation.

10 Activities of the Group Companies after Closing

Following Closing, the Purchaser shall not take any action which for the purposes of Schedule 7AC to the Taxation of Chargeable Gains Act 1992 (Exemption for Disposals by Companies with Substantial Shareholdings) will result in the Group Companies ceasing to carry on the same activities immediately after Closing as they were carrying on immediately before Closing except to the extent that such action is contemplated by or taken in connection with the entry into or performance of this Agreement or the Network Services Agreement.

11 Effect of Discharge of Claim

For the avoidance of doubt and subject to the other provisions of this Schedule (including paragraph 3.1.4), the Principal Seller shall remain liable in accordance with the terms of this Schedule notwithstanding that any Taxation giving rise to a liability to make a payment under paragraph 2 of this Schedule is or has been discharged or suffered by the relevant Group Company, whether before or after the date of this Schedule and whether by payment or by the loss or utilisation of any Relief or right to repayment of Taxation.

12 Effect of Waiver, Release

Any liability under this Schedule may in whole or in part be released, compounded or compromised or time or indulgence given by the person to whom the liability is owed in its absolute discretion as regards any of the persons under such liability without in any way prejudicing or affecting its rights against any other or others of those persons under the same or a like liability whether joint and several or otherwise.

Schedule 16
Proposals under the Plan

1. The Principal Seller shall use its best endeavours to procure that, as soon as practicable after the date of this Agreement, the board of directors of the Company passes a written resolution resolving:

    (i) to amend the rules of the Plan to give the board of directors of the Company discretion to cancel outstanding Options in consideration for a cash payment as set out in the Agreed Terms ("**Amended Rules**");

    (ii) that Options will not become exercisable in connection with the sale of the Shares pursuant to this Agreement provided that a Cash Cancellation Proposal is made in accordance with the Amended Rules;

    (iii) that the vesting of unvested Options will not be accelerated in connection with the sale of the Shares pursuant to this Agreement;

    (iv) to cancel all outstanding Options (both vested and unvested Options) for a consideration payment of US$0.10 per C Share under Option pursuant to the Amended Rules such cancellation to take effect immediately following Closing;

    (v) that an Exit (as defined in the Amended Rules) has not occurred by reason of the Relevant Event (as defined in the Amended Rules);

    (vi) to notify holders of Options as soon as practicable of the matters referred to above which notice shall contain a binding commitment from the Principal Seller to procure the making of a cash cancellation payment to the holders of Options; and

    (vii) to acknowledge that upon the cash cancellation proposal being notified to the holders of Options, Rule 5.7A.2 of the Amended Rules shall be satisfied

2. The Principal Seller shall use its best endeavours to procure that the Company shall:

    (i) as soon as practicable following the passing of the written resolution referred to in paragraph 1 notify holders of Options of the matters referred to in paragraph 1(ii) to (vi) as appropriate, in a form to be agreed by the Purchaser acting reasonably; and

    (ii) make such arrangements as are appropriate to ensure that the cash cancellation payment is made to holders of Options as soon as practicable following Closing.

3. The Purchaser agrees to bear the cost of making the payment to cancel the Options.

4. The Principal Seller and the Purchaser shall, and shall use reasonable endeavours to procure that the Company shall, deal with all questions and enquiries from holders of Options in a manner agreed between the Purchaser and the Principal Seller, in each case, acting reasonably.

5. If, an Option is validly exercised and the holder acquires C Shares, the Principal Seller covenants to pay to the Purchaser an amount equal to 50% of the consideration negotiated in good faith (by the Purchaser in its sole discretion), and paid, by or on behalf of the Purchaser or its nominees for such C Shares having first deducted the aggregate exercise price paid by the holder of the Option to acquire such C Shares.

Table of Contents

Contents		Page
1	Interpretation	1
2	Agreement to Sell the Shares	8
3	Purchase Price	8
4	Conditions	10
5	Pre-Closing	12
6	Estimated Cash, Debt and Working Capital	16
7	Closing	16
8	Post-Closing Adjustments	17
9	Pensions	18
10	Warranties	18
11	Limitation of Sellers' Liability and Claims Procedure	20
12	Indemnities, Insurance and the Cash Cancellation Proposal	20
13	Restrictions on the Sellers and other post-Closing obligations	20
14	Confidentiality	24
15	Other Provisions	25
Schedule 1 The Company and the Subsidiaries		34
Schedule 2 Closing Obligations (Clause 7)		48
Schedule 3 Part 1 Cash, Debt and Working Capital Statement		50
Schedule 4 Warranties given by the Principal Seller under Clause 10		54
Schedule 5 Purchaser Warranties		75
Schedule 6 Limitations on Liability and Claims Procedure		76
Schedule 7 Principal Seller's Pension Schemes		84
Schedule 8 Intellectual Property		

Back to Contents

Back to Contents

This Agreement is made on 29 April 2005

between:

(1) **Reuters Limited** a company incorporated in England whose registered office is at 85 Fleet Street, London EC4P 4AJ (the "**Principal Seller**");

(2) **Blaxmill (Six) Limited** a company incorporated in England whose registered office is at 85 Fleet Street, London EC4P 4AJ ("**Blaxmill**");

(3) **Reuters C LLC** a limited liability company incorporated in the state of Delaware, USA whose principal office is at The Reuters Building, 3 Times Square, New York, 10036, NY, USA ("**Reuters C**");

(4) **Reuters America LLC** a limited liability company incorporated in the state of Delaware, USA whose principal office is at The Reuters Building, 3 Times Square, New York, 10036, NY, USA ("**Reuters America**" and, together with the Principal Seller, Blaxmill and Reuters C, the "**Sellers**"); and

(5) **British Telecommunications plc** a company incorporated in England whose registered office is at 81 Newgate Street, London, EC1A 7AJ (the "**Purchaser**").

Whereas:

(A) The parties entered into a share purchase agreement (the "**SPA**") dated 9 March 2005 (the "**SPA**") pursuant to which the Sellers agreed to sell and the Purchaser agreed to purchase the Shares on the terms and subject to the conditions set out therein.

(B) The parties have agreed to amend the SPA as set out in this Agreement.

It is agreed as follows:

1. Interpretation

Words and expressions defined in the SPA shall have the same meaning when used in this letter unless otherwise defined in this Agreement.

2. Amendments to the SPA

The parties agree that, with effect from the date of this Agreement, the SPA shall be amended as follows:

2.1 in the definition of "Target Working Capital Amount" in Clause 1.1 of the SPA, the reference to "US$19.640 million" shall be replaced with "US$20.144 million";

2.2 in Clause 3.1 of the SPA the reference to "US$203,604,000" shall be replaced with "US$203,100,000";

2.3 in Clause 3.1(vi) [sic] of the SPA, the reference to "US$19,640,000" shall be replaced with "US$20,144,000"; and

2.4 Clause 12.2.1 of the SPA shall be deleted and replaced by the following as new clause 12.2.1:

Back to Contents

"The Principal Seller shall before Closing procure that the existing Directors' and Officer's liability insurance policy under which Group Companies and their directors and officers enjoy cover is extended for a period of two years from the Closing Date (the "Extended D&O Cover") provided that (i) claims brought by members of the Sellers' Post Closing Group and the Equant Group shall be excluded from the Extended D&O Cover and (ii) the Company has the right under the Extended D&O Cover (subject to the payment of applicable premiums and other reasonable terms and conditions) to renew such extended cover for at least two renewal periods of two years each. The Company will pay the cost of such extension and renewal. For the avoidance of doubt, nothing in this Clause 12.2.1 shall require the Principal Seller to make any payment in respect of premiums for the Extended D&O Cover or any renewal thereof. ".

3. Miscellaneous

Clauses 15.6, 15.13, 15.15, 15.16 and 15.17 of the SPA shall, mutatis mutandis, be incorporated into and form part of this Agreement.

4. No other amendments

Save as amended by this Agreement, the SPA shall continue in full force and effect and, save where the context otherwise requires, any and every reference to "this Agreement", "hereof", "hereunder" and words of similar import shall be construed as a reference to the SPA as amended by this Agreement.

In witness whereof this Agreement has been duly executed

SIGNED by as attorney for **Reuters Limited**:	/S/ JARED MILLAR
SIGNED by as attorney for **Blaxmill (Six) Limited**:	/S/ JARED MILLAR
SIGNED by as attorney for **Reuters C LLC**:	/S/ JARED MILLAR
SIGNED by as attorney for **Reuters America LLC**:	/S/ JARED MILLAR
SIGNED by on behalf of **British Telecommunications plc**:	/S/ NEIL ROGERS

Back to Contents

DATED 29 April 2005

Reuters Limited

Blaxmill (Six) Limited

Reuters C LLC

Reuters America LLC

and

British Telecommunications plc

AMENDMENT AGREEMENT

relating to a share purchase agreement
dated 9 March 2005

Slaughter and May
One Bunhill Row,
London, EC1Y 8YY
(JCXT/JCXH/RDZC)

Back to Contents

This Agreement is made on 26 May 2005

between:

(1) **Reuters Limited** a company incorporated in England whose registered office is at 85 Fleet Street, London EC4P 4AJ (the "**Principal Seller**");

(2) **Blaxmill (Six) Limited** a company incorporated in England whose registered office is at 85 Fleet Street, London EC4P 4AJ ("**Blaxmill**");

(3) **Reuters C LLC** a limited liability company incorporated in the state of Delaware, USA whose principal office is at The Reuters Building, 3 Times Square, New York, 10036, NY, USA ("**Reuters C**");

(4) **Reuters America LLC** a limited liability company incorporated in the state of Delaware, USA whose principal office is at The Reuters Building, 3 Times Square, New York, 10036, NY, USA ("**Reuters America**" and, together with the Principal Seller, Blaxmill and Reuters C, the "**Sellers**"); and

(5) **British Telecommunications plc** a company incorporated in England whose registered office is at 81 Newgate Street, London, EC1A 7AJ (the "**Purchaser**").

Whereas:

(A) The parties entered into a share purchase agreement dated 9 March 2005 (as amended by agreement dated 29 April 2005) (the "**SPA**") pursuant to which the Sellers agreed to sell and the Purchaser agreed to purchase the Shares on the terms and subject to the conditions set out therein.

(B) The SPA provides, among other things, for the basis and method of calculation of the Cash, Debt and the Working Capital Statement. Notwithstanding the provisions of the SPA, the parties have agreed each of the Cash Amount, the Debt Amount and the Working Capital Amounts but such agreement is not strictly on the basis of that, nor does its strictly use the method of calculation, set out in the SPA and, accordingly, the parties have agreed to amend the SPA as set out in this Agreement.

It is agreed as follows:

1. Interpretation

Words and expressions defined in the SPA shall have the same meaning when used in this Agreement unless otherwise defined in this Agreement.

2. Amendments to the SPA

The parties agree that, with effect from the date of this Agreement:

(A) clause 1.1 of the SPA shall be amended as follows:

(i) the definition of "Cash Amount" shall be deleted in its entirety and replaced with the following:

""Cash Amount" means the sum of US$94,093,000;";

(ii) the definition of “Debt Amount” shall be deleted in its entirety and replaced with the following:

““Debt Amount” means the sum of US$3,474,000;”;

(iii) the definition of “Draft Cash, Debt and Working Capital Statement” shall be deleted in its entirety;

(iv) the definition of “Working Capital Amount” shall be deleted in its entirety and replaced with the following:

““Working Capital Amount” means the sum of US$(66,192,640);”;

(B) clauses 8.1, 8.2.1 and 8.2.3 of the SPA shall be deleted in their entirety; and

(C) the words “Following agreement or determination of the Cash, Debt and Working Capital Statement, the sum of” shall be deleted from clause 8.2.2 and replaced with the words “The sum of”.

3. Final Amount

For the avoidance of doubt and without prejudice to any other provision of this Agreement or the SPA, the Final Amount as defined in clause 8.2.2 of the SPA shall be US$218,743,360 and the amount payable pursuant to clause 8.3.1 of the SPA is US$15,643,360 and such amount is payable by the Purchaser to the Seller.

4. Miscellaneous

Clauses 15.6, 15.13, 15.15, 15.16 and 15.17 of the SPA shall, mutatis mutandis, be incorporated into and form part of this Agreement.

5. No other amendments

Save as amended by this Agreement, the SPA shall continue in full force and effect and, save where the context otherwise requires, any and every reference to “this Agreement”, “hereof”, “hereunder” and words of similar import shall be construed as a reference to the SPA as amended by this Agreement.

In witness whereof this Agreement has been duly executed

SIGNED by	/S/ JARED MILLAR
as attorney for **Reuters Limited**:	
SIGNED by	/S/ JARED MILLAR
as attorney for **Blaxmill (Six) Limited**:	
SIGNED by	/S/ JARED MILLAR
as attorney for **Reuters C LLC**:	
SIGNED by	/S/ JARED MILLAR
as attorney for **Reuters America LLC**:	
SIGNED by	/S/ NEIL ROGERS
on behalf of **British Telecommunications plc**:	

Back to Contents

DATED 26 May 2005

Reuters Limited

Blaxmill (Six) Limited

Reuters C LLC

Reuters America LLC

and

British Telecommunications plc

AMENDMENT AGREEMENT

relating to a share purchase agreement
dated 9 March 2005, as amended by agreement
dated 29 April 2005

Slaughter and May
One Bunhill Row,
London, EC1Y 8YY
(JCXT/JCXH)

Exhibit 4.11

Reuters Group PLC

Long Term Incentive Plan Rules

Date approved at EGM : 16 December 1997
Date adopted by Board of Directors : 12 December 1997
Amended by the Remuneration Committee : 19 July 1999,
5 December 2000 and 12 February 2001

Further amendments approved at EGM : 24 April 2001
Further amendments approved at AGM: 22 April 2004

Contents

Back to Contents

1 **Definitions**

1.1 In these Rules the following words and expressions shall have, where the context so admits, the following meanings:

"Adoption Date"	16 December 1997;
"Announcement Date"	the date on which the Company announces its final results for a financial year;
"Associated Company"	a company is to be treated as another company's associated company if at that time one of the two has Control of the other, or both are under the Control of the same person or persons;
"Auditors"	the auditors for the time being of the Company (acting as experts and not as arbitrators);
"Award"	an award under the Plan which may consist of any or a combination of any of: (a) a contingent right to Shares; or (b) a Bonus Option; or (c) a Standard Option; *and where the context requires the references to an Award shall be deemed to include references to any Dividend Equivalent Shares or right or contingent right thereto arising under such Award;*
"Award Certificate"	the Award certificate in the form or forms agreed by the Plan Committee from time to time;

Back to Contents

"Board"	the board of Directors of the Company or a duly constituted committee thereof;
"Bonus Option"	an Option granted in conjunction with a Linked Bonus;
"the Company"	Reuters Group PLC or, save for Rules 1, 2, 3 and 8.3, such company as shall be at any time the "Acquiring Company" as defined in Rule 5.5;
"Compromise or Arrangement"	a compromise or arrangement (including a reorganisation of the Company's share capital by the consolidation of shares of different classes or by the division of shares into shares of different classes or by both of those methods) between the Company and its members or creditors or any class of either which has been approved by not less than 75% in value of the creditors or members (based on the value of the interests as at the last record date) or such class of either who vote on such compromise or arrangement and which has been sanctioned by the Court;
"Control"	in relation to a body corporate the power of a person which is a member of that Body Corporate ("the Body Corporate") to secure:

(a) by the holding of shares or the possession of voting power in or in relation to the Body Corporate or any other body corporate; or

(b) by virtue of its right to appoint or remove a majority of the board of directors of that Body Corporate; or

Back to Contents

(c) by virtue of any power conferred by the certificate of incorporation, articles of association, bye laws, membership agreement or other document regulating the Body Corporate or any other body corporate

that the affairs of the Body Corporate are conducted in accordance with the wishes of that person;

"Date of Grant"	the date on which an Award is granted to an Eligible Employee or is treated as being granted pursuant to Rule 2.6;
"Deferral Notice"	A notice in the form or forms agreed by the Plan Committee from time to time;
"Director"	any person occupying the office of director of the Company, by whatever name called;
"Dividend Equivalent Shares"	in respect of any Award which is subject to a Restricted Period and has Vested, such additional Shares to which a Participant may become entitled in accordance with Rule 4;
"Eligible Employee"	an employee (whether contracted to work full time or part time) of any Group Company including any Director other than a non executive Director;
"Exercise Price"	the amount as determined by the Company which a Participant shall pay to acquire a Share on the exercise of an Option being, (subject to Rule 2.6 and Rule 6):

Back to Contents

(a) in the case of a Bonus Option, an amount which is not less than the Market Value of a Share on the Date of Grant; or

(b) in the case of a Standard Option, one pound sterling in aggregate to acquire all of the Shares over which the Standard Option is exercised on each occasion of exercise or, if the Standard Option is exercised in full on one occasion only, one pound sterling in total;

"Form of Renunciation"	the form of renunciation in the form agreed by the Plan Committee from time to time;
"Group"	the Company and its Subsidiaries and the phrase "Group Company" shall be construed accordingly;
"Letter of Grant"	the letter or other communication (which may include electronic communication) in the form agreed by the Plan Committee from time to time;
"Linked Bonus"	the gross bonus payable to a Participant on the exercise of a Bonus Option being an amount equal to the Exercise Price multiplied by the number of Shares over which that Bonus Option is being exercised rounded down to the nearest whole pound;
"Market Value"	on any day, the average closing middle market quotation of a Share as derived from the Daily Official List of the London Stock Exchange plc on the three dealing days which immediately precede that day;

Back to Contents

"Measurement Period"

(i) in respect of any Award granted prior to 1 January 2004, the period beginning on 1 January in the year in which the Date of Grant of that Award falls and ending on 31 December in the calendar year preceding the third anniversary of such Date of Grant ("the First Measurement Period"), the fourth anniversary ("the Second Measurement Period") or the fifth anniversary ("the Final Measurement Period");

(ii) in respect of any Award granted on or after 1 January 2004, the period beginning on 1 January in the year in which the Date of Grant of that Award falls and ending on 31 December in the calendar year preceding the third anniversary of such Date of Grant;

"Model Code"

the Model Code for transactions in securities by Directors issued from time to time by the UK Listing Authority and/or any code of practice adopted by the Board in addition to or replacement of such publication;

"New Award"

an award over shares in the Acquiring Company (as defined in Rule 5.5) granted in consideration of the release of a Subsisting Award and which shall satisfy the following conditions:

(a) that it is a right or contingent right to acquire such number of shares in the Acquiring Company as has on the acquisition of the New Award an aggregate Market Value equal to the aggregate Market Value of the Shares subject to the Subsisting Award on its release; and

Back to Contents

(b) that in the case of an Award which is an Option, it has an exercise price per share such that the aggregate price payable on the complete exercise equals the aggregate price which would have been payable on complete exercise of the Subsisting Option;

“NI Election”	an election made in respect of an Option jointly by a Participant and a relevant Group Company for the purposes of Paragraph 3(B)(1) of Schedule 1 to the Social Security Contributions and Benefits Act 1992;
“Notice of Exercise”	the notice of exercise in the form agreed by the Board or the Plan Committee from time to time;
“Option”	an Award made in the form of a right to acquire Shares granted or to be granted pursuant to Rules 2.1 or 2.6 and the term “Option” shall be construed to mean either “a Bonus Option” or “a Standard Option” or both as the context requires;
"Participant"	an Eligible Employee who has been granted and remains entitled to a Subsisting Award or (where the context admits) his legal personal representative(s) or transferee;
“Performance Condition”	the condition imposed by the Plan Committee whereby an Award is granted on terms that it shall not Vest until and to the extent that such conditions have been satisfied, (such Performance Condition being specified in the Schedule hereto and in respect of any Award made after 24 April 2001 but before 1 January 2004 being as specified in the Part 1 of such Schedule hereto, in respect of any Award made before 25 April 2001 being as specified in Part 2 of such Schedule and in respect of any Award made on or after 1 January 2004 being specified in Part 3 of such Schedule);

Back to Contents

"Plan"	this Plan constituted and governed by the Rules with and subject to any amendments thereto properly effected;
"Plan Committee"	the Board or a duly authorised committee appointed by the Board to oversee the operation of this Plan, provided that in the case of Awards granted or to be granted to executive Directors, and in relation to any discretions under these Rules which may be exercised by the Plan Committee in relation to Awards granted to or held by executive Directors, this committee shall be the Remuneration Committee;
"Release Date"	(a) in the case of an Award which is made subject to a Restricted Period, the date on which the Restricted Period ends; and (b) in the case of all other Awards the Release Date shall be the Vesting Date and the expression "Release" and "Released" shall have a corresponding meaning, provided that if the Release Date of any Award would otherwise fall within a close period or a period when a Participant is prohibited by the Model Code, statute order or regulation (whether of the United Kingdom or any other country) from dealing in Shares or rights over or interests in Shares, the Release Date shall be the day following the end of such close or other period;

“Remuneration Committee”	the Board or a duly constituted committee of the Board delegated with the authority to consider the remuneration of Directors and senior employees of the Group;
“Restricted Period”	for all Awards made prior to 1 January 2004 to Eligible Employees who at their Dates of Grant were Directors and for other Awards (if any) which are granted subject to a Restricted Period the period beginning on 1 January in the calendar year in which Vesting takes place and ending on the Announcement Date falling two years or thereabouts (one year in the case of Vesting which has been deferred twice in accordance with Rule 3.3) after the date of Vesting of that Award;
“Rules”	the rules of this Plan as amended from time to time and "Rule” shall be construed accordingly;
"Share"	an Ordinary Share in the capital of the Company which is, was or will be fully paid on issue;
“Share Award”	an Award made in the form of a contingent right to receive Shares;
“Standard Option”	an Option other than a Bonus Option;

Back to Contents

"Subsidiary"	a company which is under the Control of another company;
"Subsisting Award"	an Award of Shares or an Award of Options which has been granted and which has not been surrendered, renounced, or (in the case of a Share Award) Vested and Released, or (in the case of Options) Released and exercised in full nor otherwise lapsed;
“Tax Liability”	in relation to a Participant the amount of all taxes and/or social security contributions and/or social taxes and/or national insurance contributions (including any national insurance contributions due from a Participant as a result of an NI Election in respect of an Option) or any other contribution or impost which any Group Company or the Trustee is required to withhold and account for on behalf of that Participant in respect of his Awards (including any such liabilities in respect of a Linked Bonus and/or Dividend Equivalent Shares) under the Plan;
“Trust”	any employee share ownership trust which has been or may be established from time to time by the Company or any other Group Company to operate in conjunction with this Plan and which may include the trusts known as the Reuters ESOT No.I and Reuters ESOT No.II;
“Trustee”	the trustee or trustees for the time being of the Trust;

"UK Listing Authority"	the Financial Services Authority acting in its capacity as the competent authority for the purposes of Part IV of the Financial Services Act 1986 and in the exercise of its functions in respect of admission to the Official List.
"Vesting"	the Performance Condition attributable to an Award having been satisfied in whole or, subject to Rule 3, in part and the expression "Vest and "Vested" shall have a corresponding meaning, provided that in the case of an Award granted subject to a Restricted Period the Award shall not be Released until the end of that Restricted Period;

1.2 In these Rules, except insofar as the context otherwise requires:

(i) words denoting the singular shall include the plural and vice versa;

(ii) words importing a gender shall include every gender and references to a person shall include bodies corporate and unincorporated and vice versa;

(iii) reference to any enactment shall be construed as a reference to that enactment as from time to time amended, modified, extended or re-enacted and shall include any orders, regulations, instruments or other sub-ordinate legislation made under the relevant enactment; and

(iv) headings and captions are provided for reference only and shall not be considered as part of the Plan.

2 **Grant of Awards**

2.1 The Plan Committee may, after consultation with the Chief Executive in its absolute discretion select any number of individuals who shall at the intended Date of Grant be Eligible Employees and recommend to the Trustee the grant of Awards to them.

2.2 Awards may be granted at any time when it is permitted to do so in accordance with the Model Code. Awards shall not be granted later than the tenth anniversary of the Adoption Date.

2.3.1 Awards shall be granted by the relevant Trustee in its discretion having considered the recommendations made by the Plan Committee and shall be subject to the satisfaction of the Performance Condition.

2.3.2 The Performance Condition to apply in respect of Awards made up to and including calendar year 2001 shall be as specified in the first and second parts of the Schedule to these Rules and shall not be capable of amendment or waiver unless events happen which cause the Plan Committee to consider that the relevant Performance Condition has ceased to be appropriate whereupon the Plan Committee may at any time amend, relax or waive the Performance Condition provided that in the reasonable opinion of the Plan Committee the varied Performance Condition is materially no more easy or difficult to satisfy than when originally imposed or last amended as the case may be.

2.3.3 The Plan Committee may vary the Performance Conditions to apply in respect of Awards to be made in calendar years falling after 2001 PROVIDED THAT

(a) such varied Performance Conditions are, in the reasonable opinion of the Plan Committee, not materially more favourable to the participants than the Performance Conditions specified in the First Schedule hereto; and

(b) any such variation will be disclosed in the Company’s annual report and accounts for the year in which Awards subject to such varied Performance Conditions are first granted.

Back to Contents

2.3.4 Awards made to Eligible Employees who are Directors at the Date of Grant shall be made by Reuters ESOT No.II or any successor Trust under which Directors are beneficiaries. Awards made to non Directors may be made by any Trust.

2.2.5 For the avoidance of doubt Awards made prior to 25 April 2001 shall be subject to the Performance Condition specified in the second part of the Schedule hereto (being the Performance Conditions specified in the Rules as adopted in December 1997).

2.4 An Option may be granted subject to a condition that the Participant enter into an NI Election.

2.5 Any Award may be renounced in whole or in part by the Participant by completing and returning the appropriate Form of Renunciation together with the Award Certificate to the Company or at its direction within 90 days of the Date of Grant or such other period as may be specified by the Plan Committee at the Date of Grant in which case the Award shall for all purposes be taken never to have been granted.

2.6 Where the circumstances noted in Rule 5.5 apply, New Awards may be granted in consideration for the release of Subsisting Awards granted under the Plan. Such New Awards are deemed to be equivalent to the old Awards and to have been granted within the terms of this Plan.

2.7 Subject to the proviso to this Rule 2.7 no Award may be transferred, assigned or charged and any purported transfer, assignment or charge shall be void ab initio. Each Award Certificate shall carry a statement to this effect. For the avoidance of doubt, this Rule 2.7 shall not prevent the Award of a deceased Participant being Released to or exercised by (as the case may be) his personal representative(s) within the terms of these Rules. Provided that the Trustee and the Plan Committee may agree that a particular Award is capable of being transferred and, in giving any such agreement, the Trustees and the Plan Committee may also specify the person or category of persons to whom the Participant may transfer the Award and the terms on which it is capable of being transferred, including terms to ensure that any transferee of the Award agrees to be bound by the terms of these Rules and terms to prohibit any further transfer by that transferee of the Awards in question.

2.8 Awards shall be granted by the relevant Trustee to Eligible Employees by deed. A Letter of Grant and an Award Certificate evidencing the grant shall be despatched as soon as practicable after the Date of Grant to each Participant. The Award Certificate and the Letter of Grant shall specify the Date of Grant, the number of Shares subject to the Award, the Performance Condition, whether the Award is subject to a Restricted Period and whether (in the case of an Option) the Award is of a Bonus Option or a Standard Option and, in the case of the former, the Exercise Price.

Back to Contents

2.9 All Awards made prior to 1 January 2004 to Eligible Employees who are Directors at the Date of Grant shall be subject to a Restricted Period. Other Awards may, in the discretion of the Plan Committee, be made subject to a Restricted Period.

2.10 Awards may be granted by the Trustee only with the prior approval of the Plan Committee.

Back to Contents

3 **Vesting and Deferral of Vesting – Awards granted prior to 1 January 2004**

3.1 An Award granted prior to 1 January 2004 shall Vest in accordance with and to the extent permitted under the Performance Condition over the applicable Measurement Period. The Plan Committee will as soon as practicable after the end of each relevant Measurement Period send to Participants details of the extent to which (if at all) Awards would, subject to Rule 3.2 and/or Rule 3.3, Vest.

3.2 If an Award granted prior to 1 January 2004 does not Vest or Vest in full by reference to the First Measurement Period the Trustee, after consultation with the Plan Committee,may resolve to permit the deferral of Vesting. Where deferral is permitted the Participant may, within 30 days of receiving notification of the extent to which the Award would otherwise have Vested, elect to defer Vesting by signing and returning a Deferral Notice to the Trustees in which case no Vesting shall take place or be deemed to take place as at the end of the First Measurement Period and the Performance Condition shall then be applied over the whole of the Second Measurement Period.

3.3 If an Award granted prior to 1 January 2004 would not Vest or Vest in full by reference to the Second Measurement Period then, subject to the same consent as required under Rule 3.2 above, a Participant may make a further election to defer Vesting on similar terms to those contained in Rule 3.2 and the Performance Condition shall then be applied over the whole of the Final Measurement Period.

3.4 No deferral of the Vesting of an Award granted prior to 1 January 2004 is permitted in respect of a period after the Final Measurement Period.

3.5 No fraction of a Share shall be included in any Award whenever granted which has Vested and any fraction of a share which, but for this Rule 3.5, would be included in any Vested Award shall be excluded from the relevant Award. In the event that the amount of any Linked Bonus is not a whole number of pounds sterling it shall be rounded down to the nearest whole pound.

Back to Contents

3A Vesting and Deferral of Vesting – Awards granted on or after 1 January 2004

3.1A An Award granted on or after 1 January 2004 shall Vest in accordance with and to the extent permitted under the Performance Condition over the Measurement Period. The Plan Committee will as soon as practicable after the end of the Measurement Period send to Participants details of the extent to which (if at all) Awards Vest.

Back to Contents

4 **Exercise of Options, Transfer of Share Awards and Dividend Equivalent Shares**

4.1 Subject to each of the succeeding sections of this Rule 4, Rule 5 and Rule 7 below

4.1.1 a Subsisting Option to the extent Vested may be exercised in whole or in part by the Participant or, if deceased, by his personal representatives on or after its Release Date; < /div>

4.1.2 the Shares subject to a Subsisting Share Award to the extent Vested shall be transferred following the Release Date to the Participant in accordance with Rule 7.

4.2 A Subsisting Award (whether a Share Award or an Option) which has not yet Vested shall lapse on the Participant ceasing to be a Director or employee of any Group Company, (so as to hold no office or employment with any Group Company) for any reason unless the Plan Committee shall, prior to such cessation or within six months thereafter, otherwise determine. In making such determination the Plan Committee shall with the consent of the Trustee specify whether the whole or part of such Award shall Vest, provided that no such determination shall be made in the event of such cessation being as a result of dismissal for cause.

4.2.1 In the case of cessation due to death, if and to the extent that the Plan Committee has exercised its discretion to permit Vesting in whole or in part, the Award of the deceased Participant shall, to the extent Vested, be Released forthwith, whether or not that Award was originally subject to a Restricted Period.

4.2.2 In the case of cessations otherwise than on death, if the Plan Committee has exercised its discretion to permit Vesting in whole or in part, the Vested part of the Award shall not be Released until the end of the Restricted Period *(if any)*.

4.3 An Award which has not Vested in accordance with its normal Vesting requirements or Rule 4.2 above or such part thereof as shall not have so Vested shall lapse on the earliest of the following dates:

4.3.1 the surrender of the Award by the Award Holder;

Back to Contents

4.3.2 the date falling six months after the Participant ceases for any reason to be a Director or employee of any Group Company (so as to hold no office or employment with any Group Company) unless the Plan Committee has exercised its discretion under Rule 4.2 above, provided

(a) that if the Plan Committee has specified that an Award shall Vest in part only then the balance of the Award shall forthwith lapse as from the date of such specification even if that date falls before the date falling 6 months after the cessation; and

(b) that during such period of six months from cessation or until the Plan Committee has determined whether or not it will exercise its discretion if earlier, the relevant Award shall not be capable of Vesting other than pursuant to an exercise of such discretion; and

4.3.3 the date of lapse determined in accordance with Rule 5.

4.4 A Vested Subsisting Award or such part thereof as shall have Vested (including an accelerated Vesting under Rule 4.2) shall lapse on the earliest of the following:

4.4.1 the surrender of that Award by the Participant;

4.4.2 in the case of an Option, the seventh anniversary of the Date of Grant or such earlier date specified at the Date of Grant;

4.4.3 in the case of an Option, the first anniversary of the Participant's death or at the end of the six month period beginning on the later of:

(a) the date of cessation of the Participant's office or employment with any Group Company (so as to hold no office or employment with any Group Company) for any reason other than death or dismissal for cause; and

(b) the Release Date

PROVIDED that if the lapse date so determined would be a date later than the seventh anniversary of its Date of Grant, lapse shall occur on such seventh anniversary;

4.4.4 on the date whether before or after the Release Date that a Participant ceases to be a Director and/or employee of any Group Company (so as to hold no office or employment with any Group Company) as a result of being dismissed for cause.

For the purposes of this Plan a statement by the Plan Committee that a Participant has been dismissed for cause (including dishonesty or gross misconduct) shall be conclusive; and

4.4.5 the date of lapse determined in accordance with Rule 5.

4.5 In the event of the lapse of an Award in whole or in part any entitlement or contingent entitlement to related Dividend Equivalent Shares in respect thereof or the lapsed part thereof shall likewise lapse.

4.6 Rules 4.7 to Rule 4.8 relating to Dividend Equivalent Shares apply to any Award made after 24 April 2001 which is subject to a Restricted Period.

4.7 Following the Release of any Share Award or the exercise of any Option (as the case may be) a Participant shall become entitled on transfer or exercise respectively to receive, for no further consideration, a transfer of Dividend Equivalent Shares, the number of such Dividend Equivalent Shares being calculated in accordance with Rule 4.8.1.

4.8 For the purposes of this Rule 4.8 the expression the "Relevant Shares" means on any occasion of transfer or exercise (as the case may be) the number of Shares which are to be transferred or over which the Participant has validly exercised his Option on that occasion.

4.8.1 The Dividend Equivalent Shares due to a Participant in respect of an Award shall be computed:

(a) by calculating, in respect of each occasion on which the Company paid a dividend in the period ("the Dividend Equivalent Period") between 1 January in the calendar year in which the Vesting of the Award took place and the Release Date, the amount of gross dividend which would have been received by the Participant had he been a shareholder in respect of the Relevant Shares on each such relevant dividend record date;

(b) converting the amount calculated under 4.8.1(a) above in respect of each dividend payment into a notional number of Shares by dividing that amount by the Market Value of a Share as at the relevant dividend payment date (rounding down to the nearest whole number of Shares); and

(c) adding together the notional number of Shares derived under 4.8.1(b) in respect of each dividend payment date falling during the Dividend Equivalent Period, the sum thereof being the number of Dividend Equivalent Shares to which the Participant is entitled on that occasion of transfer or exercise.

4.8.2 Any Dividend Equivalent Shares to be transferred to a Participant shall (subject to Rule 7.6) be transferred together with the Relevant Shares.

4.8.3 For the avoidance of any doubt an entitlement to a transfer of Dividend Equivalent Shares in respect of an Award which is an Option will only arise in respect of the Shares over which such Award is exercised.

Back to Contents

5 **Trade sales, Reconstructions, Liquidations and Option Exchanges**

5.1 If any person obtains Control of the Company as a result of making:

(a) an offer (whether a general offer or not) to acquire the whole of the issued share capital of the Company (other than that which is already owned by him) which is unconditional or which is made on a condition such that if it is satisfied the person making the offer will have Control of the Company; or

(b) an offer (whether a general offer or not) to acquire all the shares (other than shares which are already owned by him) in the Company which are of the same class as Shares subject to a Subsisting Award

then, subject to Rule 5.5, the Plan Committee shall notify all Participants as soon as is practicable of the offer in accordance with Rule 8.5. and

5.1.1 all Subsisting Options which have Vested (whether they are subject to a Restricted Period or not) may be exercised from 21 days after the date of the receipt of that notification up to the expiry of a period ending on the earlier of:

(a) six months from the time when the person making the offer has obtained Control of the Company and any condition subject to which the offer is made has been satisfied; and

(b) the date of service of a notice to minority shareholders under Sections 428 to 430F of the Companies Act 1985 of the intention to exercise rights under such sections.

To the extent that any Subsisting Option is unexercised or has not been exchanged for a New Option in accordance with Rule 5.6 at the end of such period, it shall thereupon lapse; and

5.1.2 all Shares subject to Subsisting Share Awards which have Vested (whether they remain subject to a Restricted Period or not) shall be transferred to the Participants.

5.2 If a Compromise or Arrangement in relation to the Company takes place then, subject to Rule 5.5:

Back to Contents

5.2.1 all Subsisting Options which have Vested (whether they are subject to a Restricted Period or not) may be exercised from 21 days after the date of Court sanction up to the expiry of a period of six months after that date. To the extent that any Subsisting Option remains unexercised or has not been exchanged for a New Option in accordance with Rule 5.4 at the end of such period it shall thereupon lapse;

5.2.2 all Shares subject to Subsisting Share Awards which have Vested (whether they are subject to a Restricted Period or not) shall be transferred to the Participants forthwith.

5.3 All Subsisting Awards (Options and Share Awards) which have not Vested at the date of an event specified in Rules 5.1 or 5.2 ("the Relevant Event" being the date of the offer or the date the Court sanctions the Compromise or Arrangement), or notice under Rule 5.8 shall, subject to Rule 5.5, lapse and be forfeited unless the Plan Committee with the consent of the Trustee otherwise determines (taking account of the length of the period since the Date of Grant and the performance of the Company over that period). In the event of such determination and subject to Rule 5.5:

5.3.1 Options may be exercised (whether or not they were otherwise subject to a Restricted Period) during any period following the particular Relevant Event or Rule 5.8 notice in which an Option which had Vested prior to the Relevant Event or Rule 8.8 notice could have been exercised and at the end of that period the Option shall lapse; and/or

5.3.2 a Share Award which has been the subject of a determination in accordance with this Rule 5.3 shall be transferred to the relevant Participant forthwith.

5.4 If any person becomes bound or entitled to acquire Shares in the Company under sections 428 to 430 of the Companies Act 1985 and serves notice of his intention to exercise such rights, then all Subsisting Awards (Options and Share Awards) whether Vested or not shall thereupon lapse and be forfeited as from the date of such notice.

5.5 Notwithstanding Rules 5.1 and 5.2 if, following the date of a Relevant Event, the Plan Committee procures that all Subsisting Awards (including any Subsisting Awards which have not Vested at the date of that Relevant Event) can be exchanged pursuant to Rule 5.6, the Plan Committee may, in its discretion, determine by written resolution that:

5.5.1 Subsisting Options do not become exercisable and Shares subject to Subsisting Share Awards do not become transferable as a result of the Relevant Event and any Subsisting Option which is already exercisable ceases to be exercisable as from the Relevant Event; and

5.5.2 that all Subsisting Awards shall be released in consideration of the Grant of a New Award in accordance with Rules 5.6 and 5.7

Provided that if the company which is the Acquiring Company in respect of the Relevant Event fails to grant or to make a binding contractual commitment to grant the New Awards pursuant to Rule 5.6 within 40 days after the Relevant Event such resolution of the Plan Committee will cease to be effective and all Vested Subsisting Options will be exercisable and Shares subject to Subsisting Vested Share Awards shall be transferred pursuant to Rule 5.1 or 5.2 (as the case may be) and Rule 5.3 shall apply as if such Rule 5.5 determination had not been made

5.6 If, as a result of the events specified in Rules 5.1 or 5.2 the Plan Committee has required the release of a Subsisting Award in consideration of the grant of a New Award or a company has obtained Control of the Company, the Participant may, and in the case of a Plan Committee resolution under Rule 5.5 shall, if that other company ("the Acquiring Company") so agrees, release any Subsisting Award (including any Subsisting Awards which are the subject of a Rule 5.3 determination) he holds in consideration of the grant of a New Award by the Acquiring Company, and the following shall apply:

5.6.1 a New Award shall be evidenced by an Award Certificate which shall import the relevant provisions of these Rules;

5.6.2 a New Award shall, for all other purposes of this Plan, be treated as having been acquired at the same time as the corresponding released Award.

5.7 For the purpose of any application of the provisions of this Plan following a release of a Subsisting Award and the grant of a New Award all the Rules of this Plan shall apply mutatis mutandis to such New Award subject only to such amendments as the Plan Committee shall consider are necessary or appropriate to reflect the change in identity of the company over whose shares the New Award subsists and similar consequential changes. For the avoidance of doubt, following a determination under Rule 5.5, a Participant's Award shall have the same Vested or unVested status immediately following the release and new grant as the corresponding Awards released by that Participant, any Restricted Period to which the Award was subject will continue to apply and any determination made by the Plan Committee to accelerate and/or to permit exercise or Release under Rules 5.1 to 5.3 shall be deemed not to have been made.

Back to Contents

5.8 If notice is duly given of a general meeting at which a resolution will be proposed for the voluntary winding-up of the Company:

5.8.1 all Subsisting Options which have Vested (whether they are subject to a Restricted Period or not) may be exercised in whole or in part at the date the resolution is passed (but so that an exercise hereunder shall be conditional upon such resolution being passed) and at any time thereafter until the resolution is duly passed or defeated or the general meeting is concluded or adjourned, whichever shall first occur. Immediately after any such resolution is passed any Subsisting Options shall, to the extent that they are unexercised, thereupon lapse; and

5.8.2 all Shares subject to a Subsisting Share Award which have Vested (whether they are subject to a Restricted Period or not) shall be transferred to the Participant upon such resolution being passed.

5.9 For the purpose of this Rule 5 other than Rule 5.6 a person shall be deemed to have obtained Control of a company if he and others acting in concert with him have together obtained Control of it.

5.10 The exercise of an Option or the transfer of Shares subject to a Share Award pursuant to the preceding provisions of this Rule 5 shall be subject to the provisions of Rule 7 below.

5.11 A New Award shall not be exercisable or transferable by virtue of the event on which it was granted.

Back to Contents

6 Variation of Share Capital

6.1 In the event of any variation of the share capital of the Company, including, but without prejudice to the generality of the preceding words, any demerger (whether qualifying or not), capitalisation or rights issue or any consolidation, sub-division or reduction of capital the number of Shares subject to any Subsisting Award and in the case of a Bonus Option the Exercise Price may be adjusted (including retrospective adjustments) by the Plan Committee with the consent of the Trustee.

6.2 Such adjustment shall be deemed to be effective, from the record date at which the respective variation applied to other shares of the same class as the Shares. Any Options exercised or Shares under a Share Award transferred within that period shall be treated as exercised with the benefit of the variation.

6.3 The Plan Committee shall take such steps as it considers necessary to notify Participants of any adjustment made under Rule 6.1 and to call in, cancel, endorse, issue or reissue any Award Certificate consequent upon such adjustment.

7 **Manner of Exercise of Options and transfer of shares subject to Share Awards**

7.1.1 An Option shall be exercised in whole or in part (provided that no partial exercise is permitted in respect of less than 100 shares) by the Participant or, as the case may be, his personal representatives giving notice in writing to the Company or its agent by the Notice of Exercise accompanied by the appropriate payment and the relevant Certificate and shall be effective on the date of the receipt of the appropriate payment and paperwork by the Company or its agent.

7.1.2 On the exercise of a Bonus Option, an amount (in cash or specie) equivalent to the number of Shares in respect of which the Bonus Option is then exercised multiplied by the Exercise Price shall be immediately payable (subject to all deductions in respect of the Tax Liability attributable to the Linked Bonus) by the Trustee to the Participant.

7.1.3 A Participant rather than receiving actual payment of a Linked Bonus, may elect and authorise the Trustee to apply the net amount of the same as part payment of the aggregate Exercise Price in respect of the Option to which it is linked. If such an election is made an Option will be deemed to have been duly exercised for the purposes of Rule 7.1.1 on receipt of such election together with a cheque or banker's draft or other method of payment acceptable to the Trustee for the balance of the aggregate Exercise Price required in respect of the number of Shares over which that Option is then being exercised.

7.1.4 For the avoidance of doubt, in the case of a Bonus Option a Linked Bonus will only become payable if and to the extent that the Bonus Option is exercised and then only to that extent. In no circumstances will a Linked Bonus or any part thereof become payable without an exercise of the Bonus Option or similar part thereof.

7.2 Subject to Rule 7.6 where an Option is exercised the Shares subject thereto together with any related Dividend Equivalent Shares shall be transferred or allotted and issued fully paid to or as directed by the Participant within 30 days of the date of exercise (or, if such transfer or allotment in such period would be prohibited by the Model Code, at the earliest practicable time after such prohibition is lifted) and the Trustee shall arrange for the delivery of a definitive share certificate or other evidence of title in respect thereof.

7.3 Subject to Rule 7.6 on the Release of a Share Award to a Participant the number of Shares subject thereto which have Vested together with any related Dividend Equivalent Shares shall be transferred or allotted and issued fully paid to or as directed by the Participant within 30 days of the Release Date (or, if such transfer or allotment in such period would be prohibited by the Model Code at the earliest practicable time after such prohibition is lifted) and the Trustee shall arrange for the delivery of a definitive share certificate or other evidence of title in respect thereof.

7.4 Save for any rights determined by reference to a record date preceding the date of allotment or transfer, such Shares shall rank pari passu with the other shares of the same class as Shares then in issue.

7.5 The Company shall apply for Shares in respect of an Award which has been Released or as the case may be Released and exercised to be admitted to listing, if they are not so admitted already.

7.6 If, in respect of any Participant any Group Company or third party shall be required by the law of any jurisdiction to deduct or withhold any Tax Liability, then in any such case as specified by the Participant either:

7.6.1 the Participant shall grant to the Company the irrevocable authority, as agent of the Participant and on his behalf, to sell and/or retain and sell subsequently and/or procure the sale of such number of Shares subject to the Award as is sufficient to realise net proceeds sufficient to enable the relevant Group Company or third party (as the case may be) to account for the Tax Liability and, the Shares issued or transferred to the Participant in respect of the Award shall be reduced by the number of such Shares as have been sold or retained as mentioned above; or

7.6.2 the Participant shall pay to the Company or at its direction in pounds sterling or in such other currency as may be required by the Company, (whether by cheque or by banker’s draft) the amount necessary to satisfy the Tax Liability.

7.7 For the avoidance of doubt:

7.7.1 where in relation to Rule 7.6 the Participant opts in accordance with Rule 7.6.1 the Company shall account to the relevant Group Company or third party (as the case may be) with the net proceeds of sale of the Shares in order to enable the Tax Liability to be settled and if, following such sale, there shall be any balance of the proceeds of sale not so required, such balance shall be paid by the Company or at its direction to the Participant for his own use and benefit absolutely;

7.7.2 if the Participant fails to specify either Rule 7.6.1 or Rule 7.6.2 or, if having specified Rule 7.6.2 he fails to make the required payment within 15 days of the date on which the Tax Liability arose, he shall be deemed for all purposes to have given an irrevocable authority within Rule 7.6.1.

7.8 A Participant may elect at the time of Release (in the case of a Share Award) or exercise (in the case of an Option) to receive American Depository Shares ("ADS") instead of Shares. If a Participant makes such an election he will be required prior to or within such period after the conversion of shares into ADS as shall be specified by the Company to account to the Trustee for any Stamp Duty Reserve Tax payable in respect of the Shares to which the election applies and shall be deemed to have authorised his employing company to deduct from his net after tax compensation each month an amount (up to the whole of such net compensation) to enable such liability to be reimbursed to the Trustee. Upon satisfaction of the Stamp Duty Reserve Tax or other amounts payable in respect of any other Tax Liability by the Participant, the Trustee shall arrange for the deposit of the number of Shares in respect of which the election has been made with the Depositary and will arrange for the delivery of an American Depositary Receipt ("ADR") in respect of such ADSs which the Participant has elected to receive provided that if the number of Shares over which a valid election to receive ADSs is made is not an integral multiple of six (or such other number of Shares as are comprised in an ADS from time to time) any excess Shares shall be kept by the Trustee for the benefit of the Trust.

7.9 In any case where a Participant exercises an Option in part, the Participant will be sent a new Award Certificate showing the balance of the Option (including where applicable, the balance of any Linked Bonus and the balance of any related Dividend Equivalent Shares) which remains unexercised.

Back to Contents

8 **Administration and Amendment**

8.1 The Plan shall be administered by the Plan Committee whose decision shall be final.

8.2 Participants shall not be entitled to:

8.2.1 receive copies of accounts, circulars or notices sent to holders of Shares;

8.2.2 exercise voting rights; or

8.2.3 receive dividends,

in respect of Shares which have not yet been issued or transferred to such Participants in accordance with these Rules.

8.3 The Board may from time to time amend these Rules provided that:

8.3.1 no amendment shall be effective which would materially prejudice the interests of Participants in relation to Awards already granted to them unless such prior consent or sanction of Participants is obtained as would be required under the provisions for the alteration of class rights contained in the Articles of Association of the Company for the time being if the Shares to be allotted or transferred in respect of Subsisting Awards constituted a separate but single class of shares and such Shares were entitled to such right;

8.3.2 the provisions relating to:

(a) Participants; and

(b) the basis for determining a Participant's entitlement under the Plan, the terms of such entitlement and the provisions for the adjustment of the same under the terms of Rule 6;

cannot be altered to the advantage of Participants without the prior approval of the Company in general meeting (except for minor amendments to benefit the administration of the Plan, to take account of a change in legislation or to obtain or maintain favourable tax, exchange control or regulatory treatment for Participants, or the Company or any Group Company);

8.4 The Board may, subject to Rules 8.3.1 and 8.3.2 create sub-plans to this Plan in which it may make such amendments to the Rules as it considers necessary or desirable to operate the Plan in any jurisdictions in which Eligible Employees are situated and may implement such sub-plans in the form of schedules to the Plan applicable to the specified jurisdiction.

8.5 The cost of establishing and operating the Plan shall be borne by the Group Companies which employ the Participants in such proportions as the Board shall determine.

8.6 Any notice or other communication under or in connection with the Plan may be given by the Company or the Trustee either personally or by post or fax or e-mail or intranet, and to the Company or the Trustee either personally or by post or fax or e-mail to the Secretary of the Company or the Trustee; items sent by post shall be pre-paid and shall in the case of notices or communications to the Company or the Trustee be treated as received on the day actually received by the Company or the Trustee and in the case of notices from the Company or the Trustee shall be deemed to have been received 48 hours after posting.

8.7 The Plan Committee may exercise its discretion where it considers that it is necessary or desirable to do so, to provide that such Eligible Employees so designated by the Plan Committee shall receive awards which entitle them to receive a cash payment instead of Shares. Such awards will be granted on substantially the same terms as Share Awards (save that there shall be no entitlement to receive Shares) subject to such modifications as considered appropriate by the Plan Committee.

8.8 The Board may determine at any time that no further Awards be granted and may from time to time modify or at any time suspend or terminate the Plan (but without prejudice to Awards already granted).

8.9 The limitations in the Trusts in relation to the number of Shares which may be made available in respect of any employees' share scheme adopted by the Company shall as appropriate apply to the Plan to the intent that the Company acknowledges that the Trustees of the Trusts may not in aggregate hold at any one time such number of the Company's issued ordinary share capital as would exceed ~~five~~ *ten* per cent of the Company's issued ordinary share capital.

9 Miscellaneous

9.1 The rights and obligations of any individual under the terms of his office or employment with any Group Company shall not, except as specifically provided under the Plan, be affected by his participation in the Plan or any right which he may have to participate therein, and an individual who participates therein shall waive any and all rights to compensation or damages in consequence of the termination of his office or employment for any reason whatsoever insofar as those rights arise or may arise from his ceasing to have rights under the Plan as a result of such termination.

9.2 The existence of Awards (whether Share Awards or Options) shall not affect in any way the right or power of the Company or its shareholders to make or authorise any or all adjustments, recapitalisation, reorganisations, reductions of capital, purchase or redemption of its own shares or other changes in the Company's capital structure or its business, or any merger or consolidation of the Company, or any issue of bonds, debentures, preferred or prior preference stock ahead of or convertible into, or otherwise affecting the Shares or the rights thereof, or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

9.3 Neither the grant of an Award nor any benefit which may accrue to a Participant in respect of an Award shall form part of that Participant's pensionable remuneration for the purposes of any pension scheme or similar arrangement which may be operated by any Group Company.

Back to Contents

SCHEDULE

PERFORMANCE CONDITION

1. In Parts I and II of this Schedule the following words and expressions shall have the meanings set out below.

"Comparator Group"	the companies comprising all the members of the FTSE 100 (including the Company) on the Benchmark Date
"Benchmark Date"	(i) in respect of an Award granted prior to 1 January 2004 the first day of the First Measurement Period in relation to that Award on which the London Stock Exchange is open for trading (ii) in respect of an Award granted on or after 1 January 2004 the first day of the Measurement Period in relation to that Award on which the London Stock Exchange is open for trading
"Total shareholder return" ("TSR")	in relation to a company, its total shareholder return calculated in accordance with these Rules
"TSR ranking"	in relation to any company in the Comparator Group, its ranking in terms of TSR over the Measurement Period.
"PBT"	Profit Before Tax

Back to Contents

2. (a) The extent to which an Award shall Vest at the end of the relevant Measurement Period shall be the percentage of Shares (rounded down to the nearest whole Share) determined in accordance with the table in Part I of this Schedule (in respect of Awards made after 24 April 2001 but before 1 January 2004) or the table in Part II of this Schedule (in respect of Awards made prior to 24 April 2001) or the table in Part III of this Schedule (in respect of Awards made on or after 1 January 2004) or the table in Part IV of this Schedule (in respect of Awards made on or after 1 January 2006) (as varied by the Plan Committee from time to time) with the companies in the Comparator Group being listed in order so that the member thereof with the highest TSR is placed at the top of such table.

   (b) No fraction shall be included in any Award which has vested and any fraction of a Share which but for this provision would be included in any Vested Award shall be excluded.

   (c) The number of positions in the TSR Ranking may be varied by the Plan Committee from time to time to take account of any merger, take-over, reconstruction or demerger or other event referred to in 4 below. The maximum percentages of an Award for each TSR Ranking will then be adjusted pro rata.

3. The TSR of the Company and each member of the Comparator Group over any Measurement Period shall be the internal rate of return calculated for the amounts determined in accordance with the provisions below:

Inflows

■ The gross dividends per share paid by the relevant company during the relevant Measurement Period and these shall be deemed to have been inflows on the last day of the month during which the relevant shares go ex-dividend.

■ The average of the daily closing mid-market prices of the relevant company’s shares over the calendar year expiring on the last day of the relevant Measurement Period

Outflows

■ The average of the daily closing mid-market prices of the relevant company’s shares over the calendar year ending on 31 December immediately preceding the Benchmark Date

Back to Contents

- Any sum paid per share to take up new rights to shares (which shall be deemed to have been paid on the date on which the Shares become ex-rights)

subject to such adjustment to Inflows and Outflows as the Plan Committee consider appropriate to reflect any variation of share capital or any merger, take-over, reconstruction or demerger of or by any member of the Comparator Group or upon any other events which the Plan Committee consider may materially distort the above calculations.

The tables referred to above are as follows:-

Back to Contents

Part I Awards made after 24 April 2001 and prior to 1 January 2004

TSR Ranking of the Company Compared to the Comparator Group over the relevant Measurement Period	Maximum percentage of Award which Vests
	%
Top Quartile (1st to 25th ranking)	**100**
26th	96
27th	92
28th	88
29th	84
30th	80
31st	76
32nd	72
33rd	68
34th	64
35th	60
36th	56
37th	52
38th	48
39th	44
40th	40
41st	36
42nd	32
43rd	28
44th	24
45th	20
46th	16
48th	12
49th	8
50th	4
below 50	Nil

Back to Contents

Part II : Awards made after 16 December 1997 and prior to 25 April 2001

TSR Ranking of the Company Compared to the Comparator Group over the relevant Measurement Period	Maximum percentage of Award which Vests %
Top Quartile (1st to 26th ranking)	**100**
27th	97.5
28th	95
29th	92.5
30th	90
31st	87.5
32nd	85
33rd	82.5
34th	80
35th	77.5
36th	75
37th	72.5
38th	70
39th	67.5
40th	65
41st	62.5
42nd	60
43rd	37.5
44th	55
45th	52.5
46th	50
47th	47.5
48th	45
49th	42.5
50th	40
51st	37.5
52nd	35
53rd	32.5
54th	30
55th	27.5
56th	25
57th	22.5
58th	20
59th	17.5
60th	15
61st	12.5
62nd	10
63rd	7.5
64th	5
65th	2.5
66th and lower	Nil

Part III Awards made on or after 1 January 2004

TSR Ranking of the Company Compared to the Comparator Group over the relevant Measurement Period	**Maximum percentage of Award which Vests**
	%
Top Quartile (1st to 25th ranking)	**100**
26th	97.33
27th	94.67
28th	92.00
29th	89.33
30th	86.67
31st	84.00
32nd	81.33
33rd	78.67
34th	76.00
35th	73.33
36th	70.67
37th	68.00
38th	65.33
39th	62.66
40th	60.00
41st	57.33
42nd	54.66
43rd	52.00
44th	49.33
45th	46.66
46th	44.00
47th	41.33
48th	38.66
49th	36.00
50th	33.33
below 50	Nil

Back to Contents

Part IV Awards made on or after 1 January 2006

The vesting for 50% of the initial award will be determined by the TSR ranking of the Company below. The remaining proportion of the award will be determined by Reuters achievement of preset Profit Before Tax (PBT) growth achieved over the three year performance period.

TSR Ranking of the Company Compared to the Comparator Group over the relevant Measurement Period	**Maximum percentage of Award which Vests** %
Top Quartile (1st to 25th ranking)	**100**
26th	97.33
27th	94.67
28th	92.00
29th	89.33
30th	86.67
31st	84.00
32nd	81.33
33rd	78.67
34th	76.00
35th	73.33
36th	70.67
37th	68.00
38th	65.33
39th	62.66
40th	60.00
41st	57.33
42nd	54.66
43rd	52.00
44th	49.33
45th	46.66
46th	44.00
47th	41.33
48th	38.66
49th	36.00
50th	33.33
below 50	Nil

Exhibit 12.1

**CERTIFICATION PURSUANT TO SECTION 302
OF THE SARBANES-OXLEY ACT OF 2002**

I, Thomas Henry Glocer, Chief Executive of Reuters Group PLC, certify that:

1. I have reviewed this annual report on Form 20-F of Reuters Group PLC;

2. Based on my knowledge, this annual report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this annual report;

3. Based on my knowledge, the financial statements, and other financial information included in this annual report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the years presented in this annual report;

4. The registrant’s other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

   a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this annual report is being prepared;

   b) evaluated the effectiveness of the registrant’s disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the year covered by this report based on such evaluation; and

   c) disclosed in this report any change in the registrant’s internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the registrant’s internal control over financial reporting; and

5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):

   a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and

   b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: 17 March 2006

/s/ Thomas H Glocer

Thomas H Glocer
Chief Executive

CERTIFICATION PURSUANT TO SECTION 302
OF THE SARBANES-OXLEY ACT OF 2002

I, David John Grigson, Finance Director of Reuters Group PLC, certify that:

1. I have reviewed this annual report on Form 20-F of Reuters Group PLC;

2. Based on my knowledge, this annual report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this annual report;

3. Based on my knowledge, the financial statements, and other financial information included in this annual report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the years presented in this annual report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

    a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this annual report is being prepared;

    b) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the year covered by this report based on such evaluation; and

    c) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the period covered by the annual report that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

    a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

    b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: 17 March 2006

/s/ David Grigson

David Grigson
Finance Director

Exhibit 13.1

CERTIFICATION
PURSUANT TO 18 U.S.C. SECTION 1350
AS ADOPTED BY SECTION 906 OF THE SARBANES – OXLEY ACT OF 2002

I, Thomas Henry Glocer, Chief Executive of Reuters Group PLC (the “Company”) hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted by Section 906 of the Sarbanes – Oxley Act of 2002, that to my knowledge:

a) The Company’s Annual Report on Form 20-F for the year ended December 31, 2005 (the “Form 20-F”) fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

b) The information contained in the Form 20-F fairly presents, in all material respects, the financial condition and results of operation of the Company.

Dated: 17 March 2006

By /s/ Thomas H. Glocer

Thomas H. Glocer
Chief Executive

Exhibit 13.2

CERTIFICATION
PURSUANT TO 18 U.S.C. SECTION 1350
AS ADOPTED BY SECTION 906 OF THE SARBANES – OXLEY ACT OF 2002

I, David John Grigson, Finance Director of Reuters Group PLC (the “Company”) hereby certify, pursuant to 18 U.S.C. Section 1350, as adopted by Section 906 of the Sarbanes – Oxley Act of 2002, that to my knowledge:

a) The Company’s Annual Report on Form 20-F for the year ended December 31, 2005 (the “Form 20-F”) fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended; and

b) The information contained in the Form 20-F fairly presents, in all material respects, the financial condition and results of operation of the Company.

Dated: 17 March 2006

By /s/ David J Grigson

David J Grigson
Finance Director

Exhibit 15

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in the Registration Statements on Form S-8 (No. 33-16927, No. 33-90398, No. 333-59981, No. 333-57266, No. 333-104065 and No. 333-118579) of Reuters Group PLC of our report dated 10 March 2006, relating to the financial statements which appear in this Annual Report on Form 20-F for the year ended December 31, 2005.

/s/ PricewaterhouseCoopers LLP
London, England
March 17, 2006