

CORPORATE SPONSORED NOMINEE ACCOUNT TERMS AND CONDITIONS
ARRIS INTERNATIONAL PLC

The following are the terms and conditions on which Computershare Investor Services PLC ("**Computershare**") will provide the Arris International plc ("New Arris") Nominee Account for Arris International plc ordinary shares (also known as Arris International plc Shares) held on your behalf by the Computershare Nominee. Computershare Investor Services PLC is authorised and regulated by the Financial Conduct Authority ("FCA").

Computershare will not provide you with investment, taxation or legal advice. If you require any such advice or assistance concerning the Arris International plc Nominee Account, the acquisition or disposal of Arris International plc ordinary shares or your tax liability you should seek independent professional advice.

The Arris International plc Nominee Account is available only to individuals being natural persons over the age of 18, resident in Ireland, the United Kingdom and the other Permitted Countries and is not offered to persons resident outside Ireland, the United Kingdom and the other Permitted Countries. Where these terms and conditions have been received in a country where the provision of the Arris International plc Nominee Account would be contrary to local laws or regulations, these terms and conditions should be treated as being for information purposes only. You may not participate in the Arris International plc Nominee Account if you hold any Arris International plc ordinary shares in your own name.

Please read these terms and conditions carefully. They explain the relationship between you and us with respect to the Arris International plc ordinary shares. On the Arris International plc ordinary shares being issued to the Computershare Nominee, these terms and conditions will constitute a legally binding agreement between you and us. If there is anything in them which you do not understand, please contact us or seek independent professional advice. Our contact details are listed in clause 11.

These terms and conditions do not constitute a recommendation to buy, sell, transfer or hold Arris International plc ordinary shares. The decision to buy, sell, transfer or hold Arris International plc ordinary shares will be solely your responsibility. The value of shares is not guaranteed and share prices may go down as well as up. You could get back less than you invest.

These terms and conditions can change from time to time on providing you with prior notice in accordance with clause 12. You can obtain an up-to-date version by calling Computershare. Our contact details are listed in clause 11.

1 Definitions and Interpretation

1.1 The following words and phrases used in these terms and conditions have the meanings set out below:-

"Act 2012" means the UK Financial Services Act 2012, as amended or replaced, and any regulations made thereunder;

"Book-Entry Form" means a system that allows shares to be recorded electronically, without the issue of a paper share certificate to evidence ownership;

"business day" means any day (excluding Saturday) on which banks in the United Kingdom are generally open for non-automated business;

"Cancellation Period" has the meaning given to it in clause 10.2;

"Arris International plc" means ARRIS International plc, incorporated in England and Wales with registration number 09551763 and whose registered address is 20-22 Bedford Row, London, WC1R 4JS

"Arris International plc ordinary share(s)" or "Arris International Ordinary Shares" means ordinary shares in Arris International plc, held and settled electronically within DTC. References to "your Arris International plc ordinary shares" are to Arris International plc ordinary shares originally issued to the Computershare Nominee on your behalf and to any other Arris International plc ordinary shares which are transferred or issued to the Computershare Nominee for your account (including if you have elected to take part in the Arris International plc Nominee Account dividend reinvestment plan);

"Arris International plc Nominee Account" or "New Arris Nominee Account" means the Arris International plc corporate sponsored nominee service provided by Computershare whereby the Computershare Nominee holds Arris International plc ordinary shares as nominee in accordance with these terms and conditions;

"Arris International plc Share Register" means the share register maintained by Arris International plc or its agent for the Shares;

"Computershare" or "us" or "we" means Computershare Investor Services PLC (Company No: 3498808) whose registered address is situated at The Pavilions, Bridgwater Road, Bristol, BS13 8AE, Financial Services Register (No.188534);

"Computershare Nominee" means such group company of Computershare as Computershare may nominate from time to time to provide the Arris International plc Nominee Account, which shall be a member of DTC, and whose business shall consist solely of acting as a nominee holder of shares or other securities on behalf of other persons; this company shall

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initially be Computershare Trust Company N.A. ("**CTCNA**");

"**DTC**" means the system operated by The Depository Trust Company for the holding and transfer of uncertificated securities (including Shares) in the United States;

"**FCA**" means the UK Financial Conduct Authority;

"**FCA Rules**" means the rules, guidance and principles set out in the FCA Handbook;

"**FSCS**" means the UK Financial Services Compensation Scheme;

"**Participant**" means the DTC user nominated by the Computershare Nominee who is therefore able to send and receive DTC messages on behalf of the Computershare Nominee;

"**Permitted Countries**" means the jurisdictions set out in clause 18, as amended from time to time;

"**Share**" means an ordinary share in Arris International plc;

"**SRN**" means Shareholder Reference Number;

"**stamp duty**" means stamp duty or stamp duty reserve tax, as applicable;

"**Transfer Date**" has the meaning given to it in clause 12.16;

"**Transferee**" has the meaning given to it in clause 12.16;

"**VAT**" has the meaning given to it in clause 6.4;

"**Withholding Agent**" means such person as Computershare may nominate from time to time to hold any Withholding Tax and remit the same to the appropriate tax authority (in any jurisdiction) on your behalf;

"**Withholding Tax**" means any withholding or deduction for taxes required to be made by Computershare in respect of any dividend or other distribution payable to you; and

"**you**" means the person holding an interest in the Arris International plc ordinary shares.

Interpretation

1.2 Words importing one gender shall (where appropriate) include any other gender, and words importing the singular shall (where appropriate) include the plural and vice versa.

1.3 References to any statute or statutory provisions shall, unless the context otherwise requires, be construed as a reference to such statute or statutory provisions (including all instruments, orders or regulations made under it or deriving from it) as in force from time to time.

1.4 For the avoidance of doubt, references in these terms and conditions to the United Kingdom, unless specified to the contrary, shall exclude the Channel Islands.

1.5 Any provision that says we will do something also means that we will arrange for the Computershare Nominee to do so, unless the context means otherwise.

1.6 References in these terms and conditions to selling Arris International plc ordinary shares includes, where the context permits, the sale of the Shares underlying the Arris International plc ordinary shares.

1.7 Headings are used for reference only and do not affect the meaning of the clauses.

1.8 Reference to a time of day will be construed as a reference to UK time, except where otherwise stated.

1.9 Any phrase introduced by the terms 'including', 'include', 'in particular' or any similar expression is to be construed as illustrative only and does not limit the sense of the words preceding those terms.

2 Nominee arrangements and transfer of Arris International plc ordinary shares

2.1 The Computershare Nominee will hold the ordinary shares in uncertificated form. Nothing in these terms and conditions is intended to vary any of the Computershare Nominee's rights or duties in relation to Arris International plc as set out in Arris International plc's constitutional documents (as amended from time to time) and these terms and conditions must be interpreted to give that effect.

2.2 By participating in the Arris International plc Nominee Account, you have agreed to be bound by these terms and conditions. We will arrange for the Computershare Nominee to hold your Arris International plc ordinary shares for you as bare trustee. It will be the legal owner of the ordinary shares, bound by Arris International plc's constitutional documents. You remain the beneficial owner of the ordinary shares.

2.3 Arris International plc may from time to time arrange for Arris International plc ordinary shares to be issued to the Computershare Nominee and direct that such New Arris ordinary shares be held for you under the New Arris Nominee Account, and you authorise the Computershare Nominee to accept such Arris International plc ordinary shares on this basis. Neither the Computershare Nominee nor Computershare will have or claim any interest in your Arris International plc ordinary shares except as provided in clause 12.4 or as provided in any separate agreement or arrangement which you may have with Computershare.

2.4 You warrant to Computershare and the Computershare Nominee that your New Arris ordinary shares are and will remain free of all liens, charges and encumbrances. You undertake to Computershare and the Computershare Nominee that you will not pledge or charge your Arris International plc ordinary shares to a third party, or in any other way seek to give another person rights in or over your Arris International plc ordinary shares. Neither the Computershare Nominee nor Computershare is acting as agent for Arris

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International plc in respect of the Arris International plc Nominee Account.

2.5 Computershare will maintain the register of persons for whom the Computershare Nominee holds Arris International plc ordinary shares. You agree to provide Computershare promptly with any information which Arris International plc would be entitled to require from you if you were the registered holder of your Arris International plc ordinary shares, including information required to satisfy any company law requirements or relating to ownership of the Arris International plc ordinary shares. You can also instruct Computershare to arrange for the Computershare Nominee to hold your Arris International plc ordinary shares for another person or persons (including, for the avoidance of doubt, the addition of persons as joint holders). Computershare will do this only if it receives the relevant form confirming that such a transfer is by way of gift. There is no charge for such a transfer. No other transfers (except as provided in clauses 2.6 and 2.7 below) will be permitted.

2.6 If you wish to transfer your Arris International plc ordinary shares from the Computershare Nominee, they must first be transferred out of the Arris International plc Nominee Account. Arris International plc ordinary shares transferred out of the Arris International plc Nominee Account (and not immediately cancelled) can be transferred into a DTC participant account specified by you or you can request that the underlying Shares be registered in your name on the Arris International plc Share Register. Computershare will arrange for this if you complete the relevant form and send it to us. Additional copies of the relevant form can be obtained from Computershare. A fee will be charged if you decide to transfer Arris International plc ordinary shares from the Arris International plc Nominee Account. Unless you have specifically confirmed with another dealing service that you may do so, you should not deal through any other such service before this transfer is complete. If all of your Arris International plc ordinary shares (or underlying Shares) are transferred as set out above or you elect to have the underlying Shares registered in your name on the Arris International plc Share Register, you will no longer participate in the Arris International plc Nominee Account.

2.7 Except where you have elected to participate in the Arris International plc Nominee Account dividend reinvestment plan (if any), Computershare will not accept transfers into the Computershare Nominee or the Arris International plc Nominee Account unless directed to do so by Arris International plc in accordance with clause 2.1 above.

2.8 Computershare reserves the right not to accept any transfer instruction which is not given on the relevant form, or which is given on any form that has not been properly completed. Such forms or instructions, if not accepted, will be returned to you. You may not cancel or

amend any transfer instructions once they have been sent to Computershare.

2.9 Computershare will act only on instructions in writing which contain your Shareholder Reference Number ("**SRN**"). This number is shown on the statements of your holdings sent to you by Computershare. You must keep your SRN safe because if another person obtains the number, it may facilitate a fraud. If you lose or fail to quote your SRN this may result in a delay in giving effect to an instruction from you. Upon request, instructions to transfer are acknowledged by an amended statement of holding. Other instructions are acknowledged by Computershare acting on them but are not otherwise acknowledged.

2.10 All notifications to Computershare concerning your Arris International Ordinary Shares (for example any change of address, or instruction as to receipt of dividend payments) should quote your SRN.

3 Company meetings and communications

3.1 Computershare will make available information about annual meetings and other meetings of Arris International plc shareholders together with a form which you can use to give the Computershare Nominee your voting instructions to vote by proxy on a poll or a show of hands. If you wish to attend, speak and vote in person at a shareholders' meeting, Computershare will appoint you as its proxy in respect of your Arris International plc ordinary shares (so long as this is permitted by Arris International plc's constitutional documents) but, to do so, Computershare must have received the relevant instructions from you on a correctly completed form before the deadline notified to you. The services set out in this clause 3 are only available to the extent that DTC facilitates them.

4 Entitlements attaching to Arris International plc ordinary shares and corporate actions

4.1 Computershare will act in accordance with reasonable written instructions given by you concerning the exercise of any rights attached to or arising from your Arris International plc ordinary shares (e.g. if there is a rights issue or a takeover concerning Arris International plc), provided that you give the instructions in accordance with these terms and conditions and any other conditions notified to you at the relevant time. Computershare reserves the right not to act on any instructions where Computershare has to make a payment unless it receives the payment from you by such date as may be specified by Computershare at the relevant time. In the case of a rights issue and in the absence of instruction from or payment by you, Computershare will allow your nil paid rights to lapse at the end of the offer period.

4.2 If any other rights or entitlements arise in connection with your Arris International plc ordinary shares, Computershare will, where time and local legislation reasonably allows, take all reasonable steps

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so that, as nearly as possible, you are treated in the same way as you would have been as a registered holder.

4.3 Where the Computershare Nominee holds Arris International plc ordinary shares for a number of investors and Arris International plc ordinary shares or other rights are allocated to the Computershare Nominee in respect of those Arris International plc ordinary shares, it will allocate them between all such investors pro rata according to the number of Arris International plc ordinary shares it holds for them. Any fractions of Arris International plc ordinary shares which arise as a result of the Computershare Nominee holding Arris International plc ordinary shares for a number of investors (for example through a bonus issue) will be aggregated and sold and the proceeds retained by Computershare for its own benefit.

4.4 If Arris International plc offers the option of a scrip dividend or a dividend reinvestment plan and Computershare does not receive any instructions from you by the specified time, Computershare will arrange for Arris International plc to pay you a cash dividend.

4.5 If you elect to receive a scrip dividend or to participate in the Arris International plc Nominee Account dividend reinvestment plan (if any), the Arris International plc ordinary shares will be issued to the Computershare Nominee to hold on your behalf in accordance with these terms and conditions and any cash balance will be retained in a non-interest bearing account with Computershare and carried forward and included in the calculation for your next scrip dividend or Arris International plc Nominee Account dividend reinvestment plan allocation. If Arris International plc offers a dividend reinvestment plan you will be provided with a separate terms and conditions document. If you cancel your mandate, cease to be entitled to Shares or in the event of the death of a sole holder, those terms will explain how any cash residue will be treated.

4.6 Computershare will, as necessary, convert the amount of any cash dividend or otherwise distribution attributable to your Arris International plc ordinary shares in US Dollars into such currency (if any) that may be offered to you by Arris International plc or Computershare as part of an opportunity to participate in currency election, and then pay you this money by cheque or (where possible) via direct deposit into your nominated bank or building society account (should Arris International plc and Computershare offer this option), at or about the same time as dividend/distribution cheques to other shareholders of Arris International plc are distributed and direct deposits made. Your money, including cash sums in respect of which cheques have been drawn in your favour, will be held in a non-interest bearing account in the name of Computershare Investor Services PLC. No trust is created in respect of monies held in this account other than to the extent required by the FCA Rules. Please note when we convert the cash dividend or other distribution from US Dollars into the

relevant alternative currency, you will be responsible for paying any commission or other charges associated with converting to that currency. We will deduct such amounts from your dividend or other distribution before sending payment to you. Where we effect the currency conversion, the foreign currency exchange rate used will be a competitive rate based upon wholesale rates available in the market at the time. The wholesale rate is a point in time rate that is updated throughout the day subject to the availability of currencies for online trading. It will be derived from a reliable foreign exchange feed such as Reuters or Bloomberg and will also be dependent upon the ability to buy and/or sell currencies and the bulk buying position. We may aggregate a number of currency conversions in respect of which the shares are denominated in the same currency and execute them together. We may combine orders in this way in order to seek to provide a more favourable exchange rate than if each order were executed separately. Please note that the currency exchange rate can fluctuate in the period after you send us your instruction but before the conversion is affected and this may decrease the value of the dividend or other distribution you receive. We accept no liability for any losses or expenses which you may suffer as a result of any such movement in the currency exchange rate. You may not specify the currency exchange rate or the minimum currency exchange rate to be applied to the conversion of your monies.

4.7 You acknowledge that the payment of any cash dividends or other distributions attributable to your Arris International plc ordinary shares may be subject to Withholding Tax. Computershare may withhold any Withholding Tax from the amount of any cash dividend or other distribution otherwise payable to you and pay such amount to the relevant tax authority. Computershare shall be entitled to appoint a Withholding Agent to remit any Withholding Tax to the appropriate tax authority on your behalf. Upon request, you shall promptly provide Computershare with any information we or the Withholding Agent requires to determine the amount of any withholding or deduction, including (if relevant) a duly completed and properly executed dividend withholding form (or such other form as may be required by applicable law).

5 Statements

5.1 Computershare will provide you with a statement of the number of Arris International plc ordinary shares held for you under the Arris International plc Nominee Account at the time when an account is first opened for you. Computershare will also send you a statement once a year of the number of Arris International plc ordinary shares being held for you under the Arris International plc Nominee Account. These statements are provided free, but you will be charged a fee if you request a duplicate or additional statement.

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5.2 You are required to check any statement which you receive from Computershare and, if you have any query or concern in relation to the matters disclosed by the statement, you should contact Computershare as soon as possible following receipt of the statement by you.

5.3 Computershare reserves the right to correct any erroneous debit or credit to the records maintained in respect of the Arris International plc Nominee Account relating to your Arris International plc ordinary shares and will notify you (where relevant) of any correction which it makes.

6. Charges

6.1 Save as set out in clause 2.6, 4.6, 5.1, 10.5, 12.5, 15.6 and 16 the charges for the Arris International plc Nominee Account are for the supply of the duplicate tax vouchers and United States tax reporting forms.

6.2 Computershare will give you at least one month's prior written notice of any other proposed charge for the Arris International plc Nominee Account. Instances where we may increase our charges may include but are not limited to:

- (a) increases in inflation;
- (b) changes in interest rates;
- (c) increases in out running costs of the service;
- (d) additional charges imposed by parties we work with in connection with the provision of this service;
- (e) new services being offered under the service;
- (f) alterations in the provision of the service being provided; and/or
- (g) tax or legal changes.

6.3 This service is an Arris International plc sponsored scheme which means that we charge Arris International plc a fee representative to the costs of operating it. This arrangement means that you are not charged an annual fee. In accordance with our regulatory obligations, if you would like more details on this arrangement please write to us at the address in clause 11.

6.4 All fees, commissions and other charges payable to Computershare by you are exclusive of UK Value Added Tax ("VAT"). Where relevant, you must also pay an amount in respect of any UK VAT due on such sums.

6.5 Acquisition costs, statutory fees and any other costs associated with executing deals shall be borne by you and where appropriate may be paid by deduction from your credit balance.

7 DTC

7.1 The Computershare Nominee is a member of the DTC System. If you give instructions to Computershare, which means that a message must be sent through the DTC System (for example, where you instruct Computershare to transfer your Arris International plc ordinary shares from the Computershare Nominee), then Computershare will pass that instruction to the Participant who is responsible for receiving and

transmitting the instructions through the DTC System. Computershare will take reasonable care to ensure that the Participant acts on instructions given to it by Computershare. None of Arris International plc, Computershare or the Computershare Nominee accepts any responsibility for the operation of the DTC System and accordingly cannot be responsible to you for any delays or liabilities suffered by you as a result of the operation, failure or suspension of the DTC System, the insolvency or other default of DTC or of any participant in the DTC system or any other clearing system used as an alternative or successor to DTC or the failure by any DTC settlement bank to make, receive, credit or debit any payment. DTC has certain powers to suspend and terminate the Participant and, if such powers are exercised, then there may be a delay in giving effect to any instructions given by you. None of Arris International plc, Computershare or the Computershare Nominee accepts any responsibility for any delays, liabilities or costs which you suffer as a result of the suspension or termination of the Participant by DTC as a DTC participant except where such suspension or termination was foreseeable by us and you at the point of entering into these terms and conditions as a consequence of, and has been caused by, negligence, wilful default, fraud or breach of the agreement formed by these terms and conditions (as amended from time to time) as the part of Computershare or the Computershare Nominee.

7.2 If you instruct Computershare to transfer any of your Arris International plc ordinary shares you will indemnify Computershare and the Computershare Nominee against any liabilities or costs which they may incur if, for any reason connected with you, the transfer cannot be completed. You undertake to notify Computershare if you have any reason to believe that any person may be seeking to try to prevent you from transferring your New Arris ordinary shares.

9 Liability

9.1 Computershare will take reasonable care in operating the Arris International plc Nominee Account, and, unless otherwise stated in these terms and conditions, will be responsible to you for any losses or expenses (including loss of Arris International plc ordinary shares) foreseeable by us and you at the point of entering into these terms and conditions which you suffer or incur as a direct result of Computershare's negligence, wilful default or fraud or breach of the agreement formed by these terms and conditions (as amended from time to time) or the negligent or fraudulent acts or omissions or wilful default of the Computershare Nominee but not otherwise.

The Computershare Nominee will maintain your Arris International plc ordinary shares in accordance with these terms and conditions and the FCA rules, but you remain the beneficial owner of the Arris International plc

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ordinary shares. If the Computershare Nominee became insolvent your Arris International plc ordinary shares would be protected.

9.2 If Computershare cannot provide its services due to circumstances beyond its reasonable control (for example because of a failure of its or another person's computer systems or telecommunications links, industrial disputes, strikes, lockouts, postal delays, acts of God, riots, acts of war, terrorist acts, epidemics, governmental regulations superimposed after the fact, power failures, earthquakes or other disasters) Computershare will, where relevant, take such reasonable steps as it can to bring those circumstances to an end.

9.3 Neither Computershare or the Computershare Nominee shall be liable for any losses or expenses suffered by you as a result of such circumstances or as a result of a delay or failure in the provision of the Arris International plc Nominee Account caused by such circumstances.

9.4 Neither Computershare nor the Computershare Nominee accepts liability for any loss of business; loss of profit arising in the course of business; loss of opportunity (including investment opportunity); loss of potential future income, revenue, profit or increase in value; loss of income in the form of interest; loss of goodwill; loss of anticipated savings; or any waste or expenditure of time suffered by you.

9.5 Neither Computershare nor the Computershare Nominee is responsible for any acts or omissions of Arris International plc, and Arris International plc is not responsible for any acts or omissions of Computershare or the Computershare Nominee.

9.6 Computershare will take reasonable care in its selection and continued use of the Participant, if any, but neither Computershare nor Computershare Nominee accept any responsibility for any losses or expenses suffered or incurred by you as a result of any acts or omissions by the Participant (where the Participant is not a member of the same group of companies as Computershare).

9.7 Nothing in these terms and conditions restricts any rights you may have under the rules of the FCA Rules or under the Act 2012. Nothing in these terms and conditions excludes or limits in any way Computershare's or the Computershare Nominee's liability for death or personal injury caused by their negligence; fraud or fraudulent misrepresentation; section 2 of the Supply of Goods and Services Act 1982; or any other matter for which it would be illegal or unlawful for them to exclude or limit or attempt to exclude or limit their liability.

9.8 Computershare and the Computershare Nominee do not accept any responsibility for any losses or expenses suffered or incurred by you which are caused by your failure to adhere to any personal obligations imposed on you by the laws of the jurisdictions in which you are resident.

9.9 Arris International plc does not have any obligations or liabilities to you under these terms and conditions.

10 Termination: cancelling or withdrawing from the Arris International plc Nominee Account, and other termination events

10.1 You have to separate rights: cancellation rights, which apply only when you first join the Arris International plc Nominee Account, and withdrawal rights, which apply at any time thereafter. They are simply two separate mechanisms you can use to leave the Arris International plc Nominee Account.

10.2 **Cancellation rights:** You can cancel your Arris International plc Nominee Account within fourteen calendar days of the date on which your account is first activated (the "**Cancellation Period**") and request that all of your Arris International plc ordinary shares (if any are held in the Arris International plc Nominee Account) should be transferred into a DTC participant account specified by you, or you can request that the underlying Shares be registered in your name on the Arris International plc Share Register. However, you will lose your cancellation right if you make a request during the Cancellation Period for us to process any payment to you or sell any of your Arris International plc ordinary shares for you in accordance with these terms and conditions.

10.3 If you want to cancel your use of the Arris International plc Nominee Account you should advise us no later than the end of the Cancellation Period. If you exercise your right to cancel during the Cancellation Period in accordance with this clause, no fees will be payable as outlined. Once the aforementioned transfer has been effected, we will then no longer hold the Arris International plc ordinary shares for you or remit any cash arising from dividends or other distributions in accordance with clause 4.6 above, and the terms and conditions of the Arris International plc Nominee Account will not apply to those Arris International plc ordinary shares.

10.4 If you do not exercise your right to cancel, we will provide the agreed services in accordance with these terms and conditions.

10.5 **Withdrawal rights:** If you no longer wish to hold your Arris International plc ordinary shares through the Arris International plc Nominee Account you may give Computershare notice to terminate at any time in writing. You will be required to pay any applicable charges and any stamp duty associated with the removal of your Arris International plc ordinary shares from the Arris International plc Nominee Account and their transfer into a DTC participant account specified by you or for requesting that the underlying Shares be registered in your name on the Arris International plc Share Register, but you will not be required to make any

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additional payment in respect of the termination. No administrative charge will be payable if your participation in the Arris International plc Nominee Account terminates by reason of your entire holding of Arris International plc ordinary shares being transferred by you by way of gift pursuant to clause 2.5 above or where Computershare has introduced a charge pursuant to clause 6.2. You may give notice of termination on the standard form sent to you by Computershare or you may write to Computershare. You need to give the details of the full name and SRN of the account which you wish to terminate. Any instruction to terminate an account in the name of joint holders must be signed by all joint holders.

10.6 Computershare may require you to cease using the Arris International plc Nominee Account at any time by giving 5 days' prior written notice to you or without notice if, in the opinion of Computershare, you are in material breach of these terms and conditions or the Computershare Nominee is unable to comply with any obligation to which it may be subject which relates to your Arris International plc ordinary shares under Arris International plc's constitutional documents for the time being, having used all reasonable endeavours so to comply, in such event, Computershare will arrange for the Arris International plc ordinary shares to be transferred into a DTC participant account specified by you, or you may request that the underlying Shares be registered in your name on the Arris International plc Share Register. For the avoidance of doubt, in such circumstances Computershare will not charge a fee if such a notice is served.

10.7 If the agreement between Computershare and Arris International plc for the provision by Computershare of the Arris International plc Nominee Account terminates (in whole or in part) or if you or Computershare give notice of termination to the other under these terms and conditions or if the Arris International plc Nominee Account terminates for any other reason, Computershare will arrange for your Arris International plc ordinary shares to be transferred into a DTC participant account specified by you, or you may request that the underlying Shares be registered in your name on the Arris International plc Share Register.

10.8 Termination will not cancel or amend any instructions which have already been sent by you to Computershare. Termination shall not affect any rights or obligations arising prior to or continuing during or after the date of termination or which arise in consequence of it or which relate to Computershare's provision of the Arris International plc Nominee Account to you and all such rights and obligations shall continue to be subject to the terms and conditions prevailing at the time of termination.

10.9 Whenever Shares underlying Arris International plc ordinary shares are transferred into your name on the Arris International plc Share Register, any mandates or other instructions given by you relating to your Arris

International plc ordinary shares may, at Arris International plc's discretion, be applied, so far as relevant and so far as possible, to your registered holding.

10.10 You appoint Computershare to be your agent for the purpose of issuing any instructions necessary to DTC in order to give effect to the transfers referred to in this clause 10.

11 Notices and change of investor details

11.1 All notices and other communications sent by you to Computershare must be sent to Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6ZZ and include the full name and SRN of your account with the Computershare Nominee. This information will be provided to you on the statements of holdings sent to you by Computershare.

11.2 If you are resident in the UK, all documents which we will send to you by post will be sent to your address as it appears on our records by domestic post. If you are resident outside the UK, we will send such documents to your address as it appears on our records by international post, or we may communicate with you by email where the sole or first named joint holder has provided us with an email address. If we send you notices they will be treated as received by you if:

- (a) delivered by hand or courier, at the time of delivery;
- (b) sent by fax, at the time of transmission if between the hours of 08:00 and 17:00 (UK time) on a business day or otherwise at 08:00 (UK time) on the next business day;
- (c) sent by post, two business days from the date of posting, in the case of domestic mail in the UK or five business days from the time of posting in the case of international mail; and
- (d) delivered by electronic mail or via Computershare's website, at the time of despatch or posting as applicable.

11.3 Any documents sent to you by Computershare and any documents sent you, or on your behalf, to Computershare will be sent entirely at your own risk, and neither Computershare nor the Computershare Nominee accepts any liability prior to receipt of any document from you or, where relevant, after dispatch of any document to you. We will not accept any instructions from you by fax, email or photocopied forms.

11.4 You should notify Computershare of changes of address and changes of name (supported by appropriate documents, e.g. deed poll or certified copies of marriage certificate) as soon as possible. On death, your executors should contact Computershare for advice on the procedures to be followed.

11.5 Computershare's obligations and your obligations under these terms and conditions shall be binding on Computershare and your successors, executors, administrators and other legal representatives.

11.6 Where a person who is authorised to act on your behalf in relation to your Arris International plc ordinary shares and who has given such proof of his authority to so act as Computershare may reasonably require gives any notice or takes any other action on your behalf, Computershare shall be entitled to rely on such notice or other action in all respects as if given by you in person.

11.7 Computershare provides its contractual terms in English and will communicate with you only in English during the duration of these terms and conditions.

12 General

12.1 Computershare may with the consent of Arris International plc amend these terms and conditions from time to time. All such amendments will be notified to you. You will be given at least 20 business days' prior notice of any amendment which could affect your rights against Computershare or liability to Computershare.

12.2 Computershare reserves the right to notify any applicable stock exchange of any client defaulting on settlement. This may affect your ability to deal in future with member firms of such stock exchanges.

12.3 These terms and conditions shall be subject to English law and Computershare and you submit to the non-exclusive jurisdiction of the English courts.

12.4 Computershare reserves the right, subject to giving 20 business days' prior notice to you which will commence on the day after you are deemed to have received the written notice in accordance with clause 11, to sell any of your Arris International plc ordinary shares or connected rights and to keep the proceeds of sale to the extent that they cover any amount which you may at any time owe Computershare in respect of transactions or services governed by these terms and conditions. You authorise Computershare to execute any relevant stock transfer form or other relevant document or give any instruction necessary to give effect to any such sale. By appointing Computershare to provide services under these terms and conditions, you acknowledge and declare that your Arris International plc ordinary shares and your rights and interests in or in relation to your Arris International plc ordinary shares shall stand charged to Computershare as security accordingly. You agree to indemnify Computershare against any losses and expenses it incurs as a result of your failure to put Computershare in funds in relation to a matter instructed by you or otherwise as a result of a breach by you of these terms and conditions and against any taxes suffered by Computershare attributable to your use of the Arris International plc Nominee Account. Computershare reserves the right to charge interest at an annual rate equal to 2 per cent above the Bank of England base rate from time to time on any amount due to it from you. If you owe Computershare money it reserves the right not to act on instructions from you and to retain any documents it holds for you until you have paid Computershare in full.

12.5 Where Computershare owes you money and you owe money to Computershare under the Arris International plc Nominee Account, Computershare may set off the amounts due from and to Computershare and send you only the net amount (if any). Fractions of a penny arising in respect of money due to you are rounded down and retained by Computershare for its own benefit.

12.6 No conduct or delay on the part of Computershare shall be taken as a waiver or variation of any rights which Computershare has unless Computershare waives or varies a particular right in writing. No waiver or variation on a particular occasion will operate as a waiver or variation of any rights Computershare might have in respect of any other matter.

12.7 You authorise Arris International plc, Computershare or Computershare Nominee and the Participant to disclose to each other or another person carrying out functions in relation to the Arris International plc Nominee Account information in relation to you provided it is required for the purposes of the provision or improvement of the Arris International plc Nominee Account.

12.8 We and our agents may affect transactions notwithstanding that they have a direct or indirect material interest or a relationship of any description with another party which may involve a conflict with its duty to persons using this service. We manage those conflicts of interest of which we are aware, and monitor the effectiveness of our policies and procedures on a regular basis. We make every effort to disclose our interests and those of our employees where it is suspected that a conflict of interest may arise. In accordance with our regulatory responsibility on this matter we operate a documented policy that details our obligations. Full details are available upon written request to Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6ZZ.

12.9 We reserve the right to delay taking any action on any particular instructions from you if we consider that we need to do so to obtain further information from you, or to comply with any legal or regulatory requirement binding on us (including the obtaining of evidence of identity to comply with money laundering regulations), or to investigate any concerns we may have about the validity of or any other matter relating to the instruction.

12.10 Computershare does not recognise, in maintaining records for the Computershare Nominee, any trust and neither Computershare nor the Computershare Nominee will take notice of any trust whether express, implied or constructive.

12.11 Neither Computershare nor the Computershare Nominee will lend your Arris International plc ordinary shares to any third party or borrow money using them as security.

Computershare Investor Services PLC is authorised and regulated by the Financial Conduct Authority, Registered Office: 25 The North Colonnade, Canary Wharf, London E14 5HS. Computershare Investor Services PLC is on the Financial Conduct Authority Register with registration number 188534. Computershare Investor Services PLC is registered in England & Wales, Company No. 3498808, Registered Office: The Pavilions, Bridgwater Road, Bristol BS13 8AE. The main business of Computershare Investor Services PLC is the provision of share registry and shareholder services.

12.12 When Computershare (or its agents or delegates) arranges for the sale of Arris International plc ordinary shares for you it or they could be:

12.12.1 acting for an associated company which is dealing as principal for its own account by buying Arris International plc ordinary shares from you;

12.12.2 buying Arris International plc ordinary shares where an associated company is involved in a new issue, rights issue, takeover or similar transaction concerning the Arris International plc ordinary shares; or

12.12.3 otherwise in a position where it has a material interest in the transaction.

12.13 Computershare may employ agents and delegates on such terms as it thinks fit to carry out any part of its obligations or discretions in connection with the Arris International plc Nominee Account and, save as expressly provided in these terms and conditions, Computershare shall be liable for the acts and omissions of such agents and delegates on the same basis as if they were the acts or omissions of Computershare. Details of such delegation, in so far as it is in respect of regulated investment activities, and of the charges levied by such delegates against Computershare are available on request by writing to Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6ZZ.

12.14 Your Arris International plc ordinary shares will not be identifiable by separate certificates or other physical documents of title. Should Computershare default in any way, any shortfall in Arris International plc ordinary shares registered in the name of the Computershare Nominee may be shared pro rata between you and other persons on whose behalf the Computershare Nominee holds Arris International plc ordinary shares.

12.15 Computershare may at any time transfer all or any of its rights and obligations under this agreement to any person (the "**Transferee**") who is in the reasonable opinion of Computershare able to perform the obligations of Computershare under these terms and conditions. The transfer will be given effect by Computershare and the Transferee sending a transfer notice to you specifying the date (the "**Transfer Date**") on and from which the Transferee will assume Computershare's rights and obligations under these terms and conditions. Any changes to the terms and conditions which will be necessary because of the transfer, for example changes of address and banking details, will be set out in the transfer notice. At least 30 days' prior notice of the transfer will be given. If you choose to leave the Arris International plc Nominee Account within the 30 day period then no charge will be payable by you. The transfer will not affect any rights you may have against Computershare which relate to the period before the Transfer Date. With effect from the Transfer Date:

12.15.1 the agreement formed by these terms and conditions (as amended from time to time) shall be

treated for all purposes as having been transferred to, and as if entered into between you and, the Transferee in place of Computershare;

12.15.2 Computershare shall be released and discharged from all of its obligations and liabilities under these terms and conditions;

12.15.3 references to Computershare shall be read as references to the Transferee; and

12.15.4 the Computershare Nominee will be such company as is notified to you in the transfer notice, which company shall be a member of DTC and its business shall consist solely of acting as nominee.

12.16 We will not assess the suitability of transactions or other services provided under these terms and conditions, and you will not benefit from the protection of the FCA Rules on assessing suitability. We are not required to assess the appropriateness, or suitability for you of any product, service or transaction provided to you in connection with the service.

12.17 For the purposes of the Arris International plc Nominee Account you will be categorised as a retail client. As a retail client you have protection available under the FCA Rules and may be eligible to compensation under FSCS. Please see clause 14 for further information.

13 Joint holders

13.1 The Computershare Nominee will not hold Arris International plc ordinary shares for more than four joint holders. Where the Arris International plc ordinary shares held by the Computershare Nominee for you are held for more than one person, references to "you" in these terms and conditions are to each of the joint holders separately as well as jointly and severally. Each such person agrees that:

13.1.1 all obligations, undertakings and agreements on the part of Computershare and the Computershare Nominee are given to the joint holders taken together and not separately to each of them; and

13.1.2 all obligations, undertakings, agreements and liabilities arising under or pursuant to these terms and conditions shall constitute joint and several obligations of each joint holder to Computershare (and, where relevant, the Computershare Nominee).

13.2 Computershare will only accept transfer instructions given by or on behalf of all of the joint holders. Computershare reserves the right to accept other instructions signed by one or more joint holders. In such a case the person(s) giving the instructions warrant(s) to Computershare that they have the necessary authority to give such instructions on behalf of all joint holders.

13.3 All notices, other documents and payments sent by Computershare pursuant to these terms and conditions will be sent to the first named holder on the nominee register and in any case will be treated as sent to all of the other joint holders. It is the responsibility of the holder who receives the notices, documents and

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payments to notify and account to the other joint holders. Only the first named holder may be nominated as proxy to attend, speak and vote at meetings of Arris International plc shareholders (to the extent such proxy facility is made available by DTC).

14 Complaints & Compensation

14.1 We have procedures to help effectively resolve complaints from customers. If you have any complaints about the service provided to you in connection with the service or wish to receive a copy of our complaints procedure please write to us. If you cannot settle your complaint with us, you may be able to refer it for further investigation at Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR. Telephone: 0800 023 4567 (free from UK landlines) or 0300 123 9123 (from UK mobiles) or at www.financial-ombudsman.org.uk

14.2 We are covered by the FSCS and you may be entitled to compensation if we cannot meet our financial obligations. Most types of investment business are covered for 100% of the first £50,000 (i.e. a maximum of £50,000 per person). Where we hold client money on your behalf and the relevant UK approved bank became insolvent, you may be covered under the FSCS for up to £85,000 (£75,000 as of 1 January 2016) of the money on deposit with that bank. Details about our external banking partners are available on request. These amounts may be subject to change. If, for operational purposes, we are required to maintain your client money in a jurisdiction outside the UK, your rights in the event of insolvency may be reduced. Further details of the FSCS are available on request from us or by visiting www.fscs.org.uk

15 Client Money and Assets

15.1 By using the service, you authorise us to pool client money and/or assets we hold on your behalf in the provision of this service into any relevant omnibus accounts set up in accordance with the FCA Rules which also holds money or assets of other clients. You retain all rights you have as the legal owner of your monies/assets.

15.2 All money that we hold on your behalf as a consequence of administering this service will be maintained in an appropriately designated and named client money bank account at a UK approved bank selected by us. Money held in this account is held separately from our money.

15.3 Assets will be segregated and held with assets of other customers of our nominee services. You understand and accept that by pooling your shares with those of other shareholders you retain all rights you have as the legal owner of your assets but that your entitlement will not be identifiable by separate share certificates or other physical or electronic records of title.

15.4 Your money and/or assets will be held on trust for the benefit of shareholders for whom we are holding client money and/or assets as required by the FCA Rules and treated in strict accordance with the requirements of the FCA Rules. This means that if the bank or our sub-custodian becomes insolvent we will attempt to recoup your money and/or assets on your behalf. If the bank or sub-custodian cannot repay all the money or assets owed to clients this could result in a shortfall. We will treat money or assets as pooled, which means that any shortfall will be shared proportionally with other shareholders of the Company and other customers of ours who are affected by the shortfall. You may not recover all of your money or assets. In this situation, you may be eligible to claim under the FSCS. For more information, please see clause 14.

15.5 For operational purposes (for example, to facilitate payments to you if you are based outside the UK) we may maintain your client money and/or assets in a jurisdiction outside the UK. If we do maintain the money in a bank account with a bank not based in the UK or assets with a non-UK sub-custodian, then we will take all reasonable steps to protect your money and/or assets in accordance with the local equivalent law and rules for the treatment of client money and/or assets. These may be different to those in the UK and your rights in the event of insolvency of the bank or sub-custodian may be reduced.

15.6 We will not pay interest on any client monies held on your behalf.

15.7 If your client money held by Computershare is £25 or less (or equivalent) and there has been no movement in your balance for at least six years (disregarding any payments, charges or similar items), we may cease to treat your money as client money and remove it from the client money bank account(s). Before doing this, we will write to you at your last known email or postal address giving you at least 28 calendar days' notice of our intention to cease to treat the money we hold for you as client money and remove it from the client money bank account. If no claim is made by you by the end of the notice period, we will pay this money to a registered charity of our choice but still retain a record of the balance we were holding for you. If you later claim this balance, you will not be entitled to any interest which would have otherwise accrued on this money during the period over which it was unclaimed by you.

15.8 You agree that, in the event of us transferring all or part of our business to another provider, we can cease to treat your cash balance as client money when that transfer has been made. We will exercise due skill, care and diligence in assessing whether the provider that we are transferring your client money to will follow the requirements of the FCA Rules or apply adequate equivalent measures to protect your client money.

16 Data Protection Act

16.1 You authorise us to provide information concerning you, your Arris International plc ordinary shares and any instructions given by you in relation to your Arris International plc ordinary shares to carefully selected third parties in order to facilitate provision of the Arris International plc Nominee Account. Your details will only be disclosed in accordance with the Principles set out in the United Kingdom Data Protection Act 1998:

- to any person if that person has legal or regulatory powers over us or the Computershare Nominee;
- to Arris International plc (or any other person carrying out functions in relation to the Arris International plc Nominee Account, including DTC) in order to facilitate the provision of the Arris International plc Nominee Account; and
- to any person carrying out functions in relation to acting as the registrar of Arris International plc.

16.2 Arris International plc and some of its agents may be located in the United States or other jurisdictions which may not have data protection laws as strict as those in the United Kingdom,

16.3 You have the right upon request to view what information we hold about you. We may charge you a small fee for providing you access to this information.

16.4 Arris International plc will have access at all times to the records we hold about you in order to inform you of your rights as a person on whose behalf Arris International plc ordinary shares are held by the Computershare Nominee, including corporate and other details, and products or services specifically designed for shareholders.

17 Terms and conditions to prevent money laundering and breaches of law/regulation

17.1 We may require evidence of your identity from time to time to comply with money laundering legislation in relation to holding, selling or, if you participate in the Arris International plc Nominee Account dividend reinvestment plan (if any), buying Arris International plc ordinary shares. Delay or failure to provide satisfactory evidence may result in us refusing to hold Arris International plc ordinary shares for you or in payments to you in connection with your Arris International plc ordinary shares being withheld or a delay or refusal to act in following instructions.

17.2 If we believe that you are breaching money laundering legislation, we may refuse to allow you to participate in the Arris International plc Nominee Account and if appropriate may notify the relevant authorities.

17.3 We reserve the right to delay taking any action in relation to the Arris International plc Nominee Account or in relation to any particular instructions from you if we consider that we need to do so to obtain further information from you or to comply with any legal or regulatory requirement binding on us (including the obtaining of evidence of identity to comply with money

laundering regulations) or to investigate any concerns we may have about your instruction.

18 Permitted Jurisdictions

The permitted jurisdictions for the Arris International plc Nominee Account are set out below. If you are resident in another territory you will be excluded from participating in the Arris International plc Nominee Account. If you are unsure of your status please call Computershare on +44 (0)330 303 1183. The permitted jurisdictions for the Arris International plc Nominee Account are: Argentina, Austria, Belgium, Botswana, Brazil, Bulgaria, Chile, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Guernsey, Guinea, Hungary, Iceland, Indonesia, Ireland, Isle of Man, Italy, Jersey, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Mexico, Namibia, The Netherlands, Norway, Paraguay, Peru, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, Taiwan and the United Kingdom.

19 Sales of Shares

19.1 If you instruct Computershare to sell you Shares, you may sell those Shares only through the New Arris Nominee Dealing Facility (on its terms and conditions). If you wish to use another dealing service to sell your Shares, you will need to transfer Shares out of the New Arris Nominee Account in accordance with one of the options set out in clause 2.6 of these terms and conditions.

19.2 You will receive a contract note confirming the details of the transaction when you sell your Shares.

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