



Rolls-Royce

Rolls-Royce Holdings plc ("the Company")

PAYMENT INSTRUCTION FORM

TO BE VALID FOR THE NEXT C SHARE
ISSUE, THIS FORM MUST BE RETURNED
TO COMPUTERSHARE

Shareholder Reference Number

Rolls-Royce Holdings plc – Payment Instruction Form (C Shares)

This Form allows you to set up a standing instruction either to **(A) redeem C Shares for cash and receive a cash payment** or **(B) redeem C shares for cash and use the proceeds to purchase additional Ordinary Shares**. This instruction will apply to C Shares issued to you in the future by the Company (until you instruct the Company in writing to do otherwise).

(A) To redeem for cash

I/We elect to redeem for cash all future C Shares to be issued to me/us by the Company from time to time, in accordance with their terms of issue and the Company's articles of association. I/We authorise you to send me/us cash arising from such redemptions in pounds sterling, by post (see notes overleaf) at my/our risk. (Place a cross "X" in Box A)

I/We request my/our C Share payments to be credited to the following bank account:

Sort Code

Account Number

Bank or Building Society Reference or Roll Number (if applicable)

Bank or Building Society

(BLOCK CAPITALS)

Address of Branch

(BLOCK CAPITALS)

Box A
(Cash)

☐

(B) To reinvest cash in Ordinary Shares

I/We have read the enclosed terms & conditions and I/we elect to use the proceeds from the C Share redemption for the C Share Reinvestment Plan ("CRIP") to buy existing Ordinary Shares through a special dealing arrangement. I/We authorise you to send the share certificate arising from the purchase of such Ordinary Shares to me/us by post (at my/our risk) in accordance with my/our election.

This right is non-transferable. (Place a cross "X" in Box B)

Box B
(Shares)

☐

Signature

Signature

Signature

Signature

Date

IN THE CASE OF A CORPORATION THIS FORM SHOULD BE SIGNED BY TWO
AUTHORISED SIGNATORIES (E.G. DIRECTOR &
COMPANY SECRETARY) STATING THEIR CAPACITY.
ALTERNATIVELY, THIS FORM CAN BE SIGNED BY A
DIRECTOR OF THE COMPANY IN THE PRESENCE
OF A WITNESS WHO ATTESTS THE SIGNATURE OR
UNDER ITS COMMON SEAL.

ADD
SEAL
HERE

THIS FORM DOES NOT APPLY TO EXISTING C SHARES HELD FROM PREVIOUS ISSUES – SEE OVERLEAF

FURTHER INFORMATION

This Form is important. If you are in any doubt about what action you should take, you should consult your stockbroker, bank manager, solicitor, accountant or individual advisor who, if you are taking advice in the United Kingdom, should be authorised under the Financial Services Act 2012.

If you wish to **redeem for cash** all future issues of C Shares, place a cross "X" in Box A **OR** if you wish to **redeem and use the proceeds to purchase additional Ordinary Shares** through the C Share Reinvestment Plan all future issues of C Shares, place a cross "X" in Box B;

AND

In either case you must sign and date this Form in the space provided overleaf.

You do not need to complete this Form if you wish to retain the C Shares.

Once you have completed this Form please return it to Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol, BS13 8FA ("the Registrar") so as to arrive **by no later than 5.00pm on the date quoted overleaf.**

If you have any queries on how to complete this Form you can telephone the Registrar on 0870 703 0162 (or +44 870 703 0162 if called from outside of the U.K.) between 8.30am and 5.30pm on any London business day. They will be able to provide you with general guidance on how to complete this Form although they will be unable to advise you on what election you should make. Further details of C Shares are also available in the investor's section of the Company's website www.rolls-royce.com

Notes:

If standing instructions are completed on page 1 or are already established, any redemption payment will be made in accordance with those instructions.

This Form, which is personalised, is issued only to the addressee(s) and is specific to the class of security and the unique designated account printed hereon. The Form is not transferable between different (i) account holders; (ii) classes of security; or (iii) uniquely designated accounts.

The Company and the Registrar accept no liability for any instructions that do not comply with these conditions. In this Form the term 'C Shares' means the non-cumulative redeemable preference shares of 0.1 pence each in the issued share capital of the Company.

This Form does not apply to C Shares previously issued. If you currently hold C Share Certificate(s) and wish to redeem for cash or use the redemption proceeds to purchase additional Ordinary Shares the C Shares represented by such certificate(s), you must complete either Box A or Box B on the reverse of your C Share Certificate(s) in respect of those C Shares and return them to the Registrar at the address detailed above so as to arrive **by no later than 5.00pm on the date quoted overleaf.**

Return Address:

Rolls-Royce Holdings plc, c/o The Registrar, Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS13 8FA.

Contact Number:

0870 703 0162 (or +44 870 703 0162 if calling from outside of the UK) between 8.30am and 5.30pm on any London business day, quoting your Shareholder Reference Number ("SRN") as shown overleaf.

C SHARE REDEMPTION REINVESTMENT PLAN - ROLLS-ROYCE HOLDINGS PLC

TERMS & CONDITIONS

Rolls-Royce Holdings plc has arranged a C Share Redemption Reinvestment Plan ("Plan") that gives shareholders the opportunity to use their C Share Redemption Proceeds to buy shares in the Company through a special dealing arrangement. The Plan is administered in the United Kingdom by Computershare Investor Services PLC ("Computershare") or any successor administrator as may be appointed. Computershare is authorised and regulated by the Financial Conduct Authority (FCA) in the conduct of the Plan. The Plan is not run by Rolls-Royce Holdings plc itself. The following pages form the terms and conditions of the Rolls-Royce Holdings plc Plan.

Please read these terms and conditions carefully and keep them in case you need to refer to them in the future.

This information should not be regarded as a recommendation to buy or hold shares in Rolls-Royce Holdings plc. The value of shares and the income from them can fall as well as rise and you may not recover the amount of money you invest. If you are in any doubt about what you should do, you should get independent professional advice. If you have any questions about the Plan, you can write to: Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6ZY.

SUMMARY:

This facility will allow holders of C Shares to:

- Receive the C Share Redemption proceeds and then;
- Via the Plan service, using the C Share Redemption proceeds, instruct Computershare to purchase ordinary shares on the market on your behalf and then;
- Receive a certificate, or allotment to the relevant CREST Account, in respect of the shares purchased.

For further information, please read the full terms and conditions below.

1. Definitions

administrator or **us/we** means Computershare Investor Services PLC ("Computershare") whose registered details appear at the end of these terms and conditions;

broker means the broker or market maker which we use from time to time in order to execute client instructions;

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

costs means our fees, commission or other charges payable on the purchase of your shares;

C Share Redemption means the redemption of C Shares for cash, by Rolls-Royce Holdings plc;

C Share Redemption Proceeds means cash proceeds arising from the redemption of C Shares;

C Shares means the Redeemable Preference Shares of 0.1 pence each;

dealing day means any business day that the London Stock Exchange is open for business, or when the London Stock Exchange is not open for business, the following dealing day;

FCA means the Financial Conduct Authority;

FCA Rules means the rules published by the FCA as amended from time to time;

FSCS means the Financial Services Compensation Scheme;

market maker means the entity able and willing to enter into transactions of sale and purchase investments at prices determined by them generally and continuously, rather than in respect of each particular transaction;

MiFID means the Markets in Financial Instruments Directive (Directive 2004/39/EC), as amended;

Ordinary Shares means Rolls-Royce Holdings plc Ordinary Shares of 20 pence each;

Plan means the Rolls-Royce Holdings plc C Share Redemption Reinvestment Plan described in these terms and conditions;

retail client means someone who is not a financial services professional and who is accordingly offered the full protection of the FCA Rules under the Financial Services Act 2012; and

you means the person using this Plan service.

2. How will the Plan Operate?

(a) Shareholders using this service reinvest the C Share Redemption Proceeds by us arranging the purchase of Ordinary Shares through a special dealing arrangement.

(b) If you join the Plan, then as many Ordinary Shares as possible will be purchased for you from the proceeds of your C Share Redemption. Dealing commission at 0.2% and stamp duty reserve tax at the prevailing rate (currently 0.5%) will be charged. Purchases are made on or as soon as reasonably practicable after the relevant C Share Redemption payment date. The purchases are made on an execution only basis. In calculating the stamp duty and commission payments to be made to the broker or market maker for the transaction, we will round up to the nearest penny; any potential fraction difference will be kept for our own benefit.

(c) All client money we hold on your behalf as a consequence of administering this Service is maintained in a designated client money account at a UK approved bank. This means your money is segregated and protected in accordance with the requirements of the FCA Rules. If we or the bank became insolvent your money would be protected in accordance with the prevailing terms of the FSCS. We will not pay interest on monies held in this account.

3. What happens to my cash residual balance left over from participating in the Rolls-Royce Group plc plan?

Any cash surplus generated from participating in the Rolls-Royce Group plc C Share Reinvestment Plan, which was insufficient to purchase a whole ordinary share, has been rolled forward and will be added to a future C Share redemption for reinvestment in Rolls-Royce Holdings plc ordinary shares, as described in paragraph 10. If you would refer to have your surplus monies returned to you, please submit your request in writing to Computershare Investor Services PLC.

4. Who can join?

(a) All shareholders in Rolls-Royce Holdings plc may participate in the Plan provided they do not live in, or are subject to the jurisdiction of any country outside the United Kingdom that would require Rolls-Royce Holdings plc or us to comply with local government or regulatory procedures or any similar formalities.

(b) Shareholders who do not live in the United Kingdom are personally responsible for ensuring that they are legally permitted to join the Plan and for completing any necessary formalities. If there is any doubt regarding your suitability to join the Plan, you should seek independent professional advice.

(c) Should it materialise that you are subject to the jurisdiction of such a country we may, at our discretion, cancel your participation in the Plan.

(d) Where local legislation prohibits participation in the Plan, this documentation should be regarded as information only.

(e) Employees in Rolls-Royce Holdings plc, designated as relevant employees for the purposes of share dealing, will need to make a notification under the Company Model Code Rules of any shares purchased on their behalf.

(f) Valid instructions lodged in place for C Shares issued by Rolls-Royce Group plc have been carried forward and will, unless revoked, remain valid and shall be applied to C Shares issued by Rolls-Royce Holdings plc.

5. Who will administer the Plan?

The Plan is operated by Computershare or such successor administrator as may be appointed from time to time.

6. How much will it cost me to join?

(a) There is no entry fee but participants will be charged a dealing commission of 0.2% on the value of Ordinary Shares purchased. You will also have to pay stamp duty reserve tax at the prevailing rate (currently 0.5%). For example, if £50 arising from a C Share Redemption is used to buy shares for you, £0.35 would be deducted from the Plan to cover the dealing commission and stamp duty reserve tax.

(b) There may be further taxes or costs incurred that are not paid via us or imposed by us.

7. At what price will the shares be bought; how many shares will you receive and when will you receive confirmation?

(a) On payment of your C Share Redemption, monies will be aggregated with the monies of all other Plan participants. In accordance with our best execution policy an instruction will be passed by us to a broker to purchase as many whole Ordinary Shares as can be paid for from the aggregated monies remaining from the C Share Redemption amount after providing for the dealing commission fee and stamp duty reserve tax. Accordingly, you cannot specify any maximum or minimum price for your shares. Monies from the aggregated funds will be applied to settle executed trades as settlement becomes due. The broker we select is required prior to executing the instruction, to consider factors including the likelihood of execution, size of instruction, nature of stock, costs, speed of settlement, prevailing stock price and execution venue, and may give preference to those factors that determine the best possible result for you in terms of total consideration.

(b) When receiving and transmitting your instruction to a Broker for execution we take reasonable steps to select a Broker who will determine the best possible result in terms of total consideration. The Broker is required prior to executing the instruction, to consider factors such as the prevailing stock price and costs but may also consider further factors such as the likelihood of execution, size of instruction, nature of stock, speed of settlement and execution venue. The Broker will normally select execution venues that are regulated markets or multilateral trading facilities; these are markets authorised to operate in accordance with non-discretionary rules as required by the Markets in Financial Instruments Directive. In order to obtain the best possible result the Broker may decide at its discretion to execute your instruction outside one of these markets; this could happen if the Broker deals as principal, executes the client instruction with a Market Maker or matches the client instruction against another client instruction received. By using this Service you consent to us transmitting the instruction on the basis that the Broker may use a venue that is not a regulated market or a multilateral trading facility.

(c) The broker may carry out several market transactions in order to acquire the number of shares needed for the Plan. To help ensure that you receive the best available price for the shares, this process may take a number of days.

(d) Due to the typically large size of aggregated Plan trades, a validation process will be undertaken by us and the broker to confirm that the correct number of shares have been purchased for all participants in the Plan. Only once we are able to determine finally how many shares will be allocated to all Plan participants, carried out the necessary internal audit procedures, allocated

your shares to you and printed the confirmation note will the purchase be regarded as complete and properly executed. Depending on the nature of the trade, this process can take up to fourteen business days.

(e) We will take reasonable care in the selection and continued use of the broker but we do not accept any responsibility for any losses or expenses suffered or incurred by you as a result of any acts or omissions by the broker.

8 Where can you receive further information on our Best Execution policy?

When transmitting your instructions to a third party for execution we take reasonable steps to use a broker whose stated execution policy is to obtain the best possible result. We have implemented a policy that identifies the factors involved with transmission of and execution of client instructions by the person receiving these instructions from us. These factors will usually give priority to the prevailing price and costs. Appropriate information from the policy has been disclosed as part of these terms and conditions; a full copy of the policy is available upon a written request made to: Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6AL.

9. What documents will you receive?

(a) After we are satisfied that all the procedures described in paragraph 7 have been completed we will dispatch a share purchase advice note to you. This will confirm how many Ordinary Shares have been purchased for you. It will also include either the share certificate or CREST notification.

(b) All documents will be despatched by post at your risk within one business day of us being satisfied that all purchases required under the Plan have been executed and completed in accordance with paragraph 7.

(c) Neither Rolls-Royce Holdings plc nor Computershare shall be liable for any accidental failure to receive any document. All documents will be despatched at your own risk. If you suspect that you have not received your Ordinary Share certificate you should advise Computershare immediately.

(d) All notices shall be sent only to the first named shareholder at the address recorded in the share register.

10. What happens when money is left over after shares have been bought?

(a) Because only whole Ordinary Shares will be bought, there will usually be a small cash surplus left over afterwards that is insufficient to buy another whole share. This cash surplus will be carried forward without interest and added to a future C Share Redemption for reinvestment in Rolls-Royce Holdings plc shares under the Plan. However, in the following circumstances any cash surplus will be paid out without interest:

- if you send a written request to the Plan Administrator, however, any such request will also be treated as a notice that you wish to withdraw from the Plan.
- Any cash surplus of £3.00 or over will be returned to you in any of the following circumstances:
 - if you withdraw from the Plan;
 - if you sell or transfer your shares;
 - if we receive proper notice of a participant's bankruptcy or mental incapacity;
 - if we receive proper notice of a corporate shareholder being placed in liquidation;
 - if we receive proper notice of a participant's death, any cash surplus of £3.00 or over will be returned to the deceased's estate. Any cash surplus of £2.99 or less will be retained by us for our own use.

11. Will the Plan apply to future C Share Redemptions?

It is envisaged that the Plan will continue to operate for the foreseeable future. However, we reserve the right to suspend or terminate the Plan at any time, in which case we will use reasonable endeavours to ensure notice is given to all participants. We may amend the Plan without notice where the amendment is required by reason of a statutory or regulatory provision, and will inform participants in writing of the amendment as soon as practicable. In any other case we may amend the Plan by ten days written notice to participants. Such amendment may include revision of the costs and charges associated with the Plan. We will not be obliged to make the Plan available for any particular C Share Redemption.

12. What should you do if you want to join the Plan?

(a) To join the Plan complete and sign the payment instruction form, available on request, and return it to us in the prepaid envelope provided. We must receive your completed payment instruction form at least by the prescribed C Share Redemption election dates. Applications received by us after that date will only be effective for the next following C Share Redemption. We will

not accept any faxed, e-mail, telephone instruction or photocopied form. You will not be able to cancel your application to join once it has been posted to us.

(b) If you hold your shares in uncertificated form in the CREST system you may elect to participate in the Plan by means of the CREST procedures that require USE election in accordance with the C Share Redemption instructions and CREST Manual. Further details of these procedures are contained in paragraph 16 of this document under the heading "CREST Procedures".

(c) If you hold your shares in certificated form, once you have elected to participate in the Plan, all future C Share Redemptions will be reinvested under the Plan unless you exercise your cancellation rights or until either you withdraw from the Plan (see paragraph 13) or the Plan is suspended. This may be referred to as a "Payment Instruction" or an "Evergreen Election".

(d) If you hold your shares in uncertificated form (that is in CREST), you are required to make a new election via the CREST system, by the C Share Redemption election date (see paragraph 16). Evergreen Elections **can not** be made by holders of shares in uncertificated form.

(e) 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.

(f) Computershare reserves the right not to accept any 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. We do not accept instructions which are given by fax, email, telephone or on photocopied forms.

13. If I join the Plan now, how can I cancel it or withdraw from it in the future?

(a) You have two separate rights – cancellation rights, which apply only at the start of the Plan, and withdrawal rights, which apply throughout the life of the Plan. They are simply two separate mechanisms you can use to leave the Plan.

(b) You can cancel your participation in the Plan within fourteen calendar days of the date on which we receive your completed mandate ("the Cancellation Period"). However, you will lose your cancellation right if you make a request during the Cancellation Period for us to process a C Share Redemption for you in accordance with this Plan. For administrative purposes it is essential that we know how many shareholders wish to participate in the Plan no later than the C Share Redemption election date before each relevant C Share Redemption payment date. We refer to the C Share Redemption election date as the "Cut-Off Date". Accordingly, if you choose to submit your mandate to us at a time which would result in your Cancellation Period expiring on or after the Cut-Off Date, you will be deemed to have expressly requested us to proceed to process your C Share Redemption in accordance with the Plan. The effect of this is that if we have not received a notice of cancellation from you prior to the Cut-Off Date, **you will lose your cancellation rights**.

(c) If you want to cancel your participation you should write to Computershare at the address at the beginning of these terms and conditions no later than the end of the Cancellation Period.

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

(e) You can withdraw from the Plan at any time by writing to Computershare at the address stated at the beginning of these terms and conditions. Your written notice must be received no later than the C Share Redemption election date if you do not wish to be included in the Plan for that C Share Redemption. If you sell some of your shares or buy further shares we will assume you wish to continue to participate in the Plan, unless you notify us otherwise. If you send a request to us for surplus cash to be returned to you (see paragraph 10), this will be treated as a notice that you wish to withdraw from the Plan.

(f) If we receive proper notice of a participant's death, bankruptcy or mental incapacity (or, in the case of a corporate shareholder, liquidation) participation in the Plan will cease unless the shares are held jointly with others.

14. Can I join the Plan for just some of my shares?

No. For administrative reasons, you must join the Plan for either your entire shareholding or not at all. The only possible exception to this rule is for very large corporate shareholdings for which elections are received through CREST and which the Plan administrator may permit reinvestment on a lesser number of shares than the full holding, this partial reinvestment applying for that C Share Redemption payment only.

15. What should I do if I do not want to join the Plan?

If you want to continue to receive cash through the redemption of C Shares and do not want to join the C Share Redemption reinvestment Plan, then you need take no action, provided that you have lodged an instruction to redeem C Shares.

16. CREST Procedures

(a) If you hold your Ordinary Shares in uncertificated form in CREST and will continue to do so at the record date for the relevant C Share Redemption, you must elect to participate in the Plan by means of the CREST procedures to effect such an election. If you are a CREST Personal Member, or other CREST Sponsored Member, you should consult your CREST sponsor, who will be able to take the appropriate action on your behalf.

(b) The CREST procedures require you to submit a USE instruction in accordance with the CREST Manual and the C Share Redemption election process. The message should be correctly completed in order for a valid election to be made. Rolls-Royce Holdings plc and/or the Plan administrator reserve the right in their discretion to treat as valid any election which is not complete in all respects. A valid election made by means of a USE instruction will to the extent it relates to C Shares held in uncertificated form at the record date for the relevant C Share Redemption, supersede all previous written elections made in respect of holdings in the same member account. By inputting a C Share Redemption election as described above, you confirm your election to participate in the Plan in accordance with the details of the input and with these terms and conditions of the Plan as amended from time to time, and you appoint Computershare or any successor administrator of the Plan as may be appointed from time to time as your agent to arrange the purchase of Ordinary Shares in Rolls-Royce Holdings plc in accordance with such terms and conditions.

(c) The Ordinary Shares purchased on your behalf pursuant to the Plan will be credited to your relevant CREST member account unless Rolls-Royce Holdings plc or the Plan administrator from time to time determines that such Ordinary Shares shall be issued to you in certificated form.

OTHER INFORMATION

17. How does joining the Plan affect my tax position?

The issue of C Shares should not give rise to a charge to UK Income tax or Capital Gains Tax. The redemption proceeds of C Shares will be treated as a disposal for UK Capital Gains purposes. Should you decide to participate in the Plan any capital gain on the Ordinary Shares purchased will be taxed in the normal way. The base cost of those Ordinary Shares will be in the amount of the redemption proceeds reinvested.

18. Who will carry out the purchase of Ordinary Shares?

All instructions to purchase Ordinary Shares in this Plan will be received by Computershare and transmitted to a broker selected by the Plan administrator in accordance with the Best Execution Policy.

19. Liability

Our liability to you for any reason including negligence, or wilful default will not exceed the amount of the C Share Redemption payment. We will not be liable for any special or consequential damages. Nothing in these terms and conditions limits liability for our fraud.

20. Force majeure

We shall not be responsible for delays or failure to perform any of our obligations due to acts beyond our control. Such acts shall include, but not be limited to, acts of God, strikes, lockout, riots, acts of war, terrorist acts, epidemics, governmental regulations superimposed after the fact, communication line failures, power failure, earthquakes or other disasters.

21. Is there anything else of which I should be aware?

(a) These terms and conditions are governed by and shall be construed in accordance with the laws of England and Wales. Computershare Investor Services PLC has applied the same laws in its marketing of, and arrangements for you to enter into, this Service.

(b) The parties to this agreement are you and us (the 'parties'). The parties do not intend that any of its terms will be enforceable by virtue of the contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

(c) We and our agents may effect 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 a written request to Computershare Investor Services PLC, Computershare Dealing Team, Bristol, BS99 6AL.

(d) The price of the Ordinary Shares of Rolls-Royce Holdings plc depends on fluctuations in the financial markets outside our control. Past performance is no indicator of future performance.

(e) We, and our agents (including any broker) may effect 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 participants under the Plan. 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 the interests of us and 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 if such events arise. Full details are available upon a written request to: Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6AL.

(f) The Plan administrator is authorised to disclose any information regarding shareholders or their participation in the Plan to any relevant authority, or as required by such authority, whether by compulsion of law or not. The Plan administrator shall not be liable for any disclosure made in good faith provided that the Plan administrator believes that such disclosure has been made in accordance with the foregoing requirements.

(g) Each of the provisions of the Plan shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected.

(h) The Plan administrator has procedures to help resolve all complaints from customers effectively, if applicable, a copy of which can be provided on request. The Plan administrator is authorised and regulated by the FCA.

(i) If you have any complaints about the service provided to you or wish to receive a copy of our complaints procedure please write to us at: Computershare Investor Services PLC, Shareholder Relations, The Pavilions, Bridgwater Road, Bristol BS13 8AE. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service, details of which are available on request.

(j) Computershare is covered by the UK Financial Services Compensation Scheme and you may be entitled to compensation if Computershare cannot meet its obligations. Most types of investment business are covered for 100% of the first £50,000 so the maximum compensation is £50,000 per claim. Further details of this scheme are available on request.

(k) Any personal data that we obtain from you in providing this service will be held by us in accordance with the relevant legislation. We will only hold, use or otherwise process such of your personal data as is necessary to provide you with the service. Your details will only be disclosed in accordance with the principles set out in the Data Protection Act 1998:

- to any person if that person has legal or regulatory powers over us;
- to the broker or any other person or body in order to facilitate the provision of the service.

(l) We may use our group companies or other agents in countries outside the European Economic Area provided that we are satisfied that the same standards of protection of personal data have been applied either by contract or law.

(m) You have a right to request to view the personal data that we hold on you. We may charge you a small fee for providing you access to this information.

(n) Nothing in these terms and conditions restricts any rights you may have under the rules of the FCA or under the Financial Services Act 2012.

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

(p) These terms and conditions are governed by and shall be construed in accordance with the laws of England and Wales. Computershare has applied the same laws in its marketing of, and arrangements for you to enter into, this Plan.

(q) We are not required to assess the suitability of any investment or the service offered. You will not benefit from the protection of the rules on assessing suitability.

(r) We may choose to withdraw this service due to developments in legislation without giving you any notice that the service is no longer available.

(s) You will be classified by Computershare as a retail client.