

## TERMS AND CONDITIONS OF THE SHARE PLAN ACCOUNT SERVICE

The Share Plan Account Service is administered by Computershare Investor Services PLC ("**CIS UK**") on behalf of and under an arrangement with the Company. These terms and conditions form a legally binding agreement between you and CIS UK and set out the basis upon which Share Plan Account Administrators provide the Share Plan Account Service to you. These terms and conditions may be changed from time to time on the basis outlined below. You can always obtain an up to date version on Computershare's website.

**No information in these terms and conditions is intended to constitute an invitation or recommendation to invest or otherwise deal in securities in the Company. The Share Plan Account Service is available on an execution-only basis. Please note that the value of Securities and the income from them may go down as well as up which may result in you receiving less than you originally invested. Neither the Company nor any member of the Computershare Group provides or will provide any investment, taxation, legal or other advice in connection with the Share Plan Account Service. The Share Plan Account Service may not be suitable for all employees. In the provision of the Share Plan Account Service, no member of the Computershare Group is required to or will provide any advice or assessment of the merits or suitability of holding the Securities or using the Share Plan Account Service. Accordingly you will not benefit from the protection of the Financial Conduct Authority ("FCA") rules on assessing suitability. You should exercise your own judgement when making any decision in relation to any dealings in the securities in the Company and ensuring that the Share Plan Account Service meets your own requirements. If you are unsure of what action to take you should seek independent professional advice.**

The Share Plan Account Service is only available to individuals who participate in a Share Plan. If you wish to use this service, it is solely your responsibility to ensure that you are legally permitted to join the Share Plan Account Service, for completing any necessary formalities and to inform yourself about and observe any applicable legal requirements including (without limitation) any reporting, tax or exchange control requirements as these relate to your participation in the Share Plan Account Service. Where these terms and conditions have been received in a country where the provisions of such a service would be contrary to local laws or regulations or that would require us to comply with local governmental or regulatory procedures or legal formalities, these terms and conditions should be treated as being for information purposes only. If there is any doubt regarding your suitability to join the Share Plan Account Service, you should seek independent professional advice. Should it materialise that you are subject to the jurisdiction of such a country we may, at our discretion or at the direction of the Company, cancel your participation in the Share Plan Account Service.

**Please note that in the event of any conflict between these terms and conditions and the Share Plan Rules, the Share Plan Rules will prevail to the extent of such conflict.**

### **1. Definitions**

In these terms and conditions the following words and phrases have a special meaning as set out below:

**"Appointed Tax Agent"** means any tax advisor appointed by a member of the Company Group to calculate Tax;

**"Award"** means the Award, Core Award or Matching Award, as applicable, and shall have the same meaning as in the Share Plan Rules;

**"Backup Withholding"** means any US tax to be withheld under section 3406 of the Internal Revenue Code on the sale of securities;

**"Broker"** means the broker, dealer or Market Maker which we use from time to time in order to execute your instructions;

**"Bureau Service"** means, where applicable, the specialised Tax calculation facility provided by the Appointed Tax Agent;

**"Business Day"** means any day on which the London Stock Exchange ("**LSE**") is open for business;

**"Cash Payment"** means, where permitted by the Share Plan Rules, the payment to you of a cash amount resulting from the exercise of your Option equal to the current market value of the number of Securities over which your Option was exercised, less the Option Cost that would have been payable on that exercise and Tax if applicable and deducted;

**"Company"** means the company whose Securities are subject to the Share Plan and are held or proposed to be held on your behalf through the Share Plan Account Service;

**"Company Group"** means the Company and any directly or indirectly held subsidiary company;

**"Computershare Group"** means the Share Plan Account Administrator and each of its parent undertakings and its and their respective subsidiary undertakings each as defined in section 1162 of the Companies Act 2006 (as amended from time to time);

**"Costs"** means our fees, commission or other charges payable on the sale or transfer of your Vested Securities pursuant to the Share Plan Account Service as set out in clause 12.10 and the Global Payment Services, if applicable;

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

**"Global ID"** means the Account Number, Log-in, User ID, or Shareholder Reference Number, as applicable, that has been provided to you by us to enable you to access the Share Plan Account Service;

**"Global Payment Service With Currency Conversion"** means the payment service which enables you to ask us to arrange for the conversion of certain monies payable to you pursuant to the Share Plan Account Service to be converted into a currency of your choice and paid to you via foreign currency wire payments (otherwise known as International Wire) or cheque governed by discrete terms and conditions;

**"Global Payment Service Without Currency Conversion"** means the payment service which enables you to ask us to arrange for certain monies payable to you pursuant to the Share Plan Account Service to be paid to you via foreign currency wire payments (otherwise known as International Wire) or, where applicable, automated clearing house payments (otherwise known as Global Direct Credit or GDC) or cheque governed by discrete terms and conditions;

**"Global Payment Service Provider"** means the bank used from time to time to provide the Global Payment Services;

**"Global Payment Services"** means the Global Payment Service With Currency Conversion and Global Payment Service Without Currency Conversion, each a **"Global Payment Service"**;

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

**"Nominee"** means any company which we may appoint from time to time to hold your Vested Securities in the Share Plan Account Service;

**"Option"** means the right: (i) to acquire Securities at the Option Price or, if applicable, (ii) to receive a Cash Payment, pursuant to the Share Plan;

**"Option Cost"** means the amount payable pursuant to the Share Plan in relation to the exercise of an Option, whether in full or in part, equal to the relevant Option Price multiplied by the number of Securities (or notional Securities) in respect of which the Option is exercised;

**"Option Price"** means the price per Security at which you may acquire Securities pursuant to the Share Plan which may be zero in the event that a nil cost Option has been granted;

**"Retail Client"** means someone who is not a financial services professional. Retail Clients are offered the full protection of the FCA rules;

**"Securities"** means the shares or American depository receipts in the Company held or proposed to be held or to be held (as the context dictates) on your behalf through the Share Plan Account Service by virtue of your participation in a Share Plan;

**"Security Details"** means the Global ID and Personal Identification Number ("**PIN**") that have been provided to you by us to enable you to access the Share Plan Account Service and give instructions to us;

**"Self-Fund Exercise"** means exercising your Option in full or part, arranging for all resultant Securities to be delivered into your Share Plan Account and retaining all such Vested Securities in the Share Plan Account;

**"Sell To Cover Election"** means electing to have your Securities delivered into your Share Plan Account upon Vesting of your Awards, sufficient of such Securities sold to cover Costs and, if applicable and deducted, Tax and Backup Withholding and retain the balance of such Vested Securities in your Share Plan Account;

**"Sell To Cover Exercise"** means exercising your Option in full or part, arranging for all resultant Securities to be delivered into your Share Plan Account and selling sufficient of such Vested Securities to cover the Option Costs, Costs and, if applicable and deducted, Tax and Backup Withholding and retaining the balance of such Vested Securities in your Share Plan Account;

**"Share Plan"** means any share plan from time to time in respect of which:

(a) monies are received into the Share Plan Account to fund the purchase of Securities; and/or

(b) Securities are deposited into the Share Plan Account upon award, vesting, maturity, exercise or release, as appropriate, via the Share Plan Account;

and **"Share Plans"** means all of them;

**"Share Plan Account"** means the account which we open to hold your cash (through a bank as described in clause 2.15) and Securities under the Share Plan Account Service;

**"Share Plan Account Service"** means the service that we provide to facilitate your participation in a Share Plan under which:

(a) the purchase of Securities are executed and monies intended for said purchases are received and where required converted into same currency as that in which the Securities are denominated;

(b) options are exercised;

(c) advanced elections are submitted;

(d) resultant Securities are sold or transferred; and

(e) we hold, or the Nominee holds, your Securities in the Share Plan Account,

as applicable;

**"Share Plan Rules"** means the other documentation governing your participation in the Share Plan;

**"Sponsor"** means the person (which may be the Broker) (if any) who sends and receives electronic messages to and from applicable computer-based systems operated for the transfer of uncertificated securities on our behalf or on behalf of the Nominee;

**"stamp duty"** means United Kingdom stamp duty or stamp duty reserve tax;

**"Stock Exchange Trading Day"** means any day (excluding Saturday and Sunday) on which the exchange on which the Securities as listed and traded is open for business;

**"Stock Exchange Trading Hours"** means the hours within any day during which the exchange on which the Securities are listed and traded is open for normal business;

**"tax"** or **"taxation"** means any tax, duty or levy which may be imposed on the purchase, sale, transfer or other disposition of securities or on dividends received in respect thereof;

**"Tax"** means any income tax and/or social security contribution (or equivalent) which may be levied on the exercise of your Option or Vesting of your Awards (other than Matching Awards);

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

Computershare Plan Managers is the trading name of a group of entities comprising amongst others Computershare Investor Services PLC (regulated by the UK Financial Conduct Authority, Registered Office: 25 The North Colonnade, Canary Wharf, London E14 5HS and registered in England & Wales Company No. 33498808; Registered Office: The Pavilions, Bridgwater Road, Bristol BS13 8AE;), Computershare Plan Managers Pty Ltd (ABN. 56 084 591 131; Registered Office: Level 3, 60 Carrington Street, Sydney, NSW 2000; regulated by the Australian Securities & Investments Commission), Computershare Trustees (Jersey) Limited and Computershare Nominees (Channel Islands) Limited (Company No. 92182 and 79245, respectively; both registered in Jersey with Registered Office: Queensway House, Hilgrove Street, St Helier, Jersey JE1 1ES, regulated by the Jersey Financial Services Commission). Computershare Plan Managers is also a market name of Computershare Trust Company, N.A. (a federally chartered trust company primarily regulated by the Office of the Comptroller of the Currency; Registered Office: 250 Royall Street, Canton, MA 02021).

**"Transfer Form"** means the form which you must complete in order to instruct us to transfer some or all of your Vested Securities;

**"us"** or **"we"** means CIS UK;

**"VAT"** means Value Added Tax as applicable in the United Kingdom;

**"Vested Securities"** means the Securities held on your behalf through the Share Plan Account Service;

**"Vesting"** shall have the same meaning as in the Share Plan Rules;

**"you"** means the person holding the Option(s) or Award(s) pursuant to the Share Plan or Securities using the Share Plan Account Service.

## **2. Share Plan Account Service**

2.1 By agreeing to participate in the Share Plan you have agreed:

- (a) that you have read and understood these terms and conditions and agreed to be bound by these terms and conditions;
- (b) that a portion of your salary or funds otherwise made available will be remitted by the member of the Company Group which you are employed by to us so that we may invest it in Securities;
- (c) that upon receipt of cleared funds in respect of such monies we will use such money to purchase Securities on your behalf and that such Securities are held in the Share Plan Account. Prior to such purchase of Securities your local currency will be converted into the same currency as that in which the Securities are denominated, as required. A purchase commission or fee will be payable as outlined in clause 6 below which you authorise us to deduct from such monies prior to being invested in Securities. We may also make deductions for any taxes or charges payable by us or the Company on the purchase of such Securities or on related documents. In calculating such deductions we will round up to the nearest penny or cent as applicable (or, where different, the equivalent denomination of the same currency as that in which the Securities are denominated). We will not pay interest on monies received pursuant to the Share Plan Rules; and
- (d) to deposit your Securities into the Share Plan Account upon the award, vesting, maturity, exercise or release (as appropriate) of such Share Plan via the Share Plan Account,

as applicable, and furthermore are deemed to have given the following confirmations and undertakings to CIS UK:

- (A) you are (or were, as applicable) employed by a company within the Company Group and you own your Securities as a result of being a participant in a Share Plan;
- (B) you are 18 years of age or older;
- (C) you are entitled to have your Securities held in the Share Plan Account and that no other person has any rights, interests or charges in or over such Securities; and
- (D) you have complied with all applicable legal and regulatory requirements necessary for you to lawfully make use of the Share Plan Account Service.

For the avoidance of doubt, the confirmation and undertaking given by you to us in sub-clause 2.1(D) is deemed to be repeated on each day that we or the Nominee holds Securities for you in connection with the Share Plan Account Service.

2.2 We may ask you for proof that you have the right to use the Share Plan Account Service. We reserve the right not to act for you until the Global ID that you provide is satisfactory to us. In particular, we reserve the right not to accept your instructions unless:

- (a) you have correctly completed any documents we may have asked for, before sending them to us;
- (b) we have all the documents and information we need to carry out your instructions; and
- (c) you quote your Global ID on all correspondence where not effected via Computershare's website.

2.3 We will only act on instructions which are:

- (a) effected via Computershare's website using your Security Details; or
- (b) given by you; or
- (c) given by someone who is legally able to give instructions on your behalf (please note that we may require proof that someone else is legally authorised to act on your behalf).

**2.4 We reserve the right not to accept and consequently not to act upon any particular instruction from you (including, without limitation, opening a Share Plan Account for you under the Share Plan Account Service) if we consider that we need to obtain further information from you or to comply with any legal or regulatory requirement binding on us (including, without limitation, the obtaining of evidence of identity to comply with anti-money laundering regulations) or to investigate any concerns we may have about the validity of or any other matter relating to your instruction. We will notify you in writing as soon as reasonably practicable if we decide not to accept a particular instruction.**

2.5 We will assume that any communication which comes from you is from you and we will assume that any document which we receive and which appears to have been signed by you has been authorised by you. We will not be required to establish the authority of anyone quoting or using your Security Details. Please keep these details safe since their object is to prevent fraud.

2.6 We and the Nominee are only bound by your interest in your Securities and cannot be bound by the interests of any third party. Therefore you must not give any other person rights over your Securities or assign this agreement or any rights, benefits or obligations under the terms of this agreement to any person or entity. No member of the Computershare Group will recognise any trust of any kind in relation to Securities held by it or the Nominee and notice of any such trust will not be binding on any such member.

2.7 You must tell us immediately if you have any reason to believe that someone is claiming an interest in your Securities or may try to stop you from transferring them.

2.8 Instructions which are given by fax, or on photocopied forms cannot be accepted.

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2.9 We are irrevocably and unconditionally appointed to act as your agent when we undertake a sale or transfer of your Securities. By agreeing to be bound by these terms and conditions, you give us your authority to sign, complete and deliver any transfer form or other document and to do anything else we think necessary to give effect to your instructions and these terms and conditions and/or to facilitate us holding your Securities for you subject to these terms and conditions.

2.10 Subject to clause 12.8 below, we may return any monies (after any deductions having been made in accordance with clause 3.4 below and without interest) either:

- (a) to the member of the Company Group which you are (or were) employed by so that it may pay such monies to you; or
- (b) to you or the administrator or executor of your estate,

in each of the following circumstances:

- (A) if for any reason you cease to participate in the Share Plan in question;
- (B) if you exercise your cancellation rights in accordance with clauses 7.2 and 7.3 below;
- (C) if you advise us that Vested Securities should no longer be held by us or the Nominee in accordance with clause 7.4 below because you want to stop using the Share Plan Account Service and have all of your Vested Securities transferred into your own name;
- (D) if we advise you that we no longer wish to hold, or have the Nominee hold, Vested Securities on your behalf and that all of your Vested Securities should be transferred into your own name pursuant to clause 13.10 below; or
- (E) if we receive formal notice of your death, bankruptcy or mental incapacity.

**Please note that where we return monies in accordance with sub-clause 2.10(a), by agreeing to be bound by these terms and conditions you agree that we discharge all duties and obligations which we owe to you (or the administrator or executor of your estate) in respect of such monies at the time they are transmitted to the member of the Company Group which you are (or were) employed by. You also agree that such monies will no longer constitute client monies and consequently will not be held in a designated client monies account in accordance with the FCA rules. In either case no member of the Computershare Group will be responsible for ensuring that any monies repayable to you in accordance with this clause 2.10 is repaid without any cost or foreign exchange risk to you.**

2.11 We may arrange for a Nominee to hold your Vested Securities for you. The Nominee may be a member of the Computershare Group or we may appoint a third party. If we appoint a third party the Securities will be held at your risk on such terms and conditions as such third party may require save that such requirements will be in compliance with The Act 2012 and the requirements of the FCA. We will exercise reasonable care in the selection of any such third party. We shall be entitled to grant it liens and/or other security interests over the Securities. The Nominee will be the legal owner of the Vested Securities, bound by the Memorandum and Articles of Association (or equivalent constitutional documents) of the Company. You remain the beneficial owner of the Vested Securities.

2.12 We or any Nominee will hold the Vested Securities in uncertificated form. Nothing in these terms and conditions is intended to vary any of our or the Nominee's rights or duties in relation to the Company as set out in the Memorandum and Articles of Association of the Company (or equivalent constitutional documents, as amended from time to time) and these terms and conditions must be interpreted to give that effect.

2.13 You authorise us to pool any Vested Securities we hold on your behalf in the provision of the Share Plan Account Service in any relevant custody omnibus accounts provided that such accounts are set up in accordance with the FCA's CASS Rules. You understand and accept that by pooling your Vested Securities with those of other clients you retain all rights you have as the legal owner but that your entitlement will not be identifiable by separate share certificates or other physical or electronic records of title. In the event that we, a Nominee or third party became insolvent any irreconcilable shortfalls in Vested Securities in the omnibus accounts may be pro-rated with all other participants in the relevant omnibus accounts and you may not recover all of your Vested Securities. If, for operational purposes CIS UK are required to maintain your Vested Securities in a Nominee or with a third party based in a jurisdiction outside of the UK then we will take all reasonable steps to protect the Vested Securities in accordance with the local equivalent law and rules with regard to how your Vested Securities are treated. These may be different to those in the UK and your rights in the event of insolvency may be reduced.

2.14 Where your Vested Securities are held within the omnibus accounts referred to in clause 2.13 above, your Vested Securities will be segregated and maintained in accordance with the requirements of the FCA rules. This means that in the event that CIS UK, a UK based Nominee or UK based third party became insolvent your Vested Securities would be protected to the extent defined in the prevailing terms of the FSCS.

2.15 You also authorise us to pool any client money we hold on your behalf in the provision of the Share Plan Account Service in any relevant omnibus bank accounts provided that such accounts are set up in accordance with the FCA's CASS Rules. You understand and accept that by pooling your client money with those of other clients you retain all rights you have as the legal owner of the monies. Subject to clause 12.8 below, all client money CIS UK holds on your behalf will be maintained in an appropriately designated and named client money bank account at a UK approved bank. In the event that we or the bank became insolvent any irreconcilable shortfalls of client money in the client money bank accounts may be pro-rated with other clients in relevant client money bank accounts and you may not recover all of your client money. If, for operational purposes CIS UK are required to maintain your client money in a bank based in a jurisdiction outside of the UK then we will take all reasonable steps to protect the client money in accordance with the local equivalent law and rules with regard to how your client money is treated. These may be different to those in the UK and your rights in the event of insolvency may be reduced. We will not pay interest on any client monies held on your behalf in the Share Plan Account.

2.16 Your client money will be held on trust for the benefit of clients for whom CIS UK are holding client money and treated in strict accordance with the requirements of the FCA Rules. This means that in the event that CIS UK or the bank became insolvent your client money would be

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protected from creditors generally and subject to the prevailing terms of the FSCS. CIS UK may cease to treat your money as client money and, accordingly, remove it from the client money bank account(s) if there has been no movement in your balance for a period of at least six years (notwithstanding any payments or receipts of charges or similar items) and CIS UK has taken reasonable steps to trace you and return your balance. However if CIS UK takes such steps, CIS UK undertakes to make good any valid claim against removed balances.

2.17 For the avoidance of doubt, any Option(s) or Award(s) that you may have pursuant to a Share Plan will not be held on your behalf within the Share Plan Account – you hold such Option(s) or Award(s) yourself. As such your Option(s) or Award(s) will not be affected in the event that we or a Nominee became insolvent.

### **3. Your benefits as a shareholder**

3.1 Subject to clauses 3.4 and 3.9 dividends received in respect of the Vested Securities will be reinvested by us by arranging the purchase of Securities through a dealing arrangement and such Securities will be held by us or the Nominee in accordance with these terms and conditions. A purchase commission or fee will be payable as outlined clause 6.2 below which you authorise us to deduct from such dividends prior to being reinvested in Securities. Where we only facilitate reinvestment in whole Securities (as opposed to fractions of a Security) on your behalf, any residual money which is insufficient to purchase a further Security will be retained on your behalf, aggregated with any future dividends paid on the Vested Securities and used to reinvest in further Securities in accordance with this clause 3.

3.2 As many Securities as possible will be purchased for you from the proceeds of your cash dividend. We may either use a Broker or CIS UK may place the order directly with the market itself.

3.3 Purchases are made on, or as soon as reasonably practicable after, receipt by us or the Nominee of the proceeds of your cash dividend.

3.4 If we, the Nominee or the Company are required by applicable law to make any deduction from any dividend or other payment due to you, we or the Nominee (having been provided with the appropriate rates by the Company) or the Company may do so. We or the Nominee may also make deductions for stamp duty or other taxes (where known) or charges payable by us, the Nominee or the Company on dividends or other payments due to you or on related documents. In calculating such deductions we and the Nominee will round up to the nearest penny or cent as applicable (or, where different, the equivalent denomination of the same currency as that in which the Securities are denominated).

3.5 As soon as reasonably practicable on or after receipt of your dividend, monies will be aggregated with the monies of all other Share Plan Account Service participants. An instruction will be passed by us to a Broker to purchase as many Securities as can be paid for from the aggregated monies remaining from the dividend amount after providing for the deduction in respect of purchase commission or fee pursuant to clause 3.1 above and any applicable deductions pursuant to clause 3.4 above. Monies from the aggregated funds will be applied to settle executed trades as settlement becomes due. The Broker may carry out several market transactions in order to acquire the number of Securities needed for the dividend reinvestment. To help ensure that you receive the best result, this process may take a number of days. The prices at which the Securities are purchased may vary between transactions in which case deal prices will be averaged with all Share Plan Account participants receiving the same price and this may operate to your advantage or disadvantage. The price at which Securities will be bought on your behalf will depend on the price of the Securities on the exchange on which they are traded when the deal is carried out. The Securities will be bought at the best price available at the time of dealing.

3.6 Due to the typically large size of aggregated dividend reinvestment trades, a validation process will be undertaken by us and the Broker to confirm that the correct number of Securities have been purchased for all participants in the Share Plan Account Service. Only once we are able to determine finally how many Securities will be allocated to all Share Plan Account Service participants, carried out the necessary internal audit procedures, allocated your Securities to you and sent you an electronic mail with a link to a tax voucher (or equivalent) and advice note on Computershare's website, will the purchase be regarded as complete and properly executed. Depending upon the nature of the trade, this process can take up to fourteen Business Days.

3.7 CIS UK has a legal obligation to act in your best interests when transmitting your order to any third party to execute. Accordingly, CIS UK has adopted a policy describing how it chooses the third parties to execute the purchase orders. This details how the best possible outcome is achieved for the trades under the dividend reinvestment. A copy of this policy is available upon written request made to CIS UK at its address details of which are set out in clause 9.1.

3.8 You will be notified by electronic mail within one Business Day of us being satisfied that all the procedures described in clauses 3.5 and 3.6 have been completed when your tax voucher (or equivalent) is available for collection from Computershare's website.

3.9 Rather than invest such monies in Securities, we may, at our absolute discretion, or will, if required by the Share Plan Rules or law or regulation, pay out dividends in accordance with clause 2.10 above.

3.10 Employees of the Company designated as Persons Discharging Managerial Responsibilities for the purposes of dealing will need to make a notification under the Company's Dealing Code of any Securities purchased on their behalf.

3.11 If you are entitled to extra Securities (for example, through a bonus or other capitalisation issue), we or the Nominee will automatically hold the new Securities for you under these terms and conditions.

3.12 If you are entitled to buy extra Securities (save through a rights issue where the Company is incorporated in England or Wales ("**Rights Issue**")), either we will ask you how you wish us to exercise your rights or we will pass those rights to you so that you can exercise them yourself. We will take all reasonable steps to ensure that, as nearly as reasonably practicable, you receive the same rights as you would have done if you held your Securities in your own name. If you reply in sufficient time to allow us to act, we will follow your instructions. We will not act without your instructions.

3.13 If you are entitled to buy extra Securities through a Rights Issue we will subscribe for as many of the new Securities to which you are

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entitled as can be paid for (after deduction of applicable dealing fees, commission and any other charges payable on the sale of your rights and subsequent purchase of Securities) by selling the balance of the rights (a **"Sell to Cover"** for purposes of this clause) and hold such new Securities for you under these terms and conditions. For the avoidance of doubt we will deduct Costs from the sale proceeds of any sale of rights effected during a Sell to Cover before effecting the exercise of any rights. The exercise costs will be sent to the Company on your behalf. Any applicable residual sale proceeds following a Sell to Cover in respect of which there are no remaining rights capable of exercise will be remitted to you in the form of a sterling cheque to your address as it appears on our records. In the event you do not hold sufficient rights to generate sufficient funds to effect a Sell to Cover, we will take no action in respect of your rights, the Company may make arrangements with the underwriters to offer your rights for sale and try to find investors to take up your rights on the basis described in the prospectus relating to the Rights Issue. These terms and conditions shall apply with the necessary changes having been made including referencing rights instead of Securities or in addition to Securities. Any Costs payable are set out in clause 12.10 below.

3.14 If there is a takeover offer, we will tell you about it. If you reply in sufficient time to allow us to act, we will follow your instructions. We will not act without your instructions.

3.15 If there is a takeover offer which has become wholly unconditional and we have not received your instructions, we will ask you for your instructions by a specified date. If we do not receive your instructions by that date, we will take no action in respect of your Vested Securities.

3.16 If there is a takeover offer or other transaction under which control of the Company is obtained and you are entitled to receive securities or other securities in another company in exchange for your Vested Securities, either the Company or we will decide whether those shares or other securities in the other company should be held by you in your own name or by us or the Nominee on your behalf. If either the Company or we decide that they should be held by us or the Nominee on your behalf then these terms and conditions will be changed so that, with effect from the date when the transaction is completed, references to "Securities" mean the shares or securities in that other company.

3.17 Subject to these terms and conditions, where any other rights are offered in connection with your Vested Securities, we will take all reasonable steps to ensure that, so far as reasonably practicable, you receive the same rights as you would have done if you held your Vested Securities in your own name.

3.18 If as a result of an event which affects your shareholding, such as a Rights Issue, a subdivision or consolidation you are entitled to fractions of Securities, we will, so far as reasonably practicable, deal with them in a way consistent with how we would deal with fractions of securities held by registered holders.

3.19 If we and/or the Nominee are required by the Company (or any other person, e.g. a bidder on a takeover) to give warranties in order to take action in relation to the Vested Securities we or the Nominee holds for you, we may require you to give us and/or the Nominee similar warranties before we act.

3.20 For the avoidance of doubt, subject to recognising your beneficial interest in any fraction of a Security of less than one whole Security which we hold for you and any dividends received by us or the Nominee referable to such fraction of a Security, we will not recognise any rights attaching to any fraction of a Security which we hold for you. Consequently we will neither ask you how you wish us to exercise any such rights nor pass those rights to you so that you can exercise them yourself. We will not exercise any rights attaching to any fraction of a Security which we hold for you.

#### **4. Information**

4.1 We will use reasonable endeavours to ensure that you will have access to equivalent information to that sent to us or the Nominee as a registered shareholder. For example, provided you have internet access you will be able to view the annual accounts and other related documents through the Company's website or you may obtain copies of such documents upon request directly from the Company.

4.2 We will provide you with a statement at least once a year of the number of Vested Securities held for you by the Nominee under the Share Plan Account Service. We will send you an electronic mail with a link to the statement on Computershare's website. You will be also be able to view the number of Vested Securities held for you by us or the Nominee under the Share Plan Account Service, provided you have internet access to Computershare's website.

4.3 You must check any information which we provide you access to. If you have any queries on the contents of the information you should contact us as soon as possible following its receipt.

4.4 If we discover that we have incorrectly debited or credited your account, we reserve the right to correct that account without any reference to you but we will notify you (where relevant) of any correction which we make.

#### **5. Shareholder meetings**

Neither we nor the Nominee have any duty or responsibility whatsoever to vote on your behalf or make the necessary arrangements for you to be able to attend meetings in person although we or the Nominee may do so if we or it wishes.

#### **6. Charges (including charges on termination)**

6.1 The Company pays us an annual administration fee for administering the Share Plan Account Service.

6.2 Any purchases of Securities effected as set out in clause 2.1 or 3.1 above will be subject to a purchase commission or fee of 4% of the purchase consideration. No VAT is currently payable in relation to CIS UK's purchase commission or fee. Should the VAT rules in relation to CIS UK's purchase commission or fee change in the future, such tax may be applied and deducted from your monies without prior notice. We may share a portion of the dealing fee referred to in this clause 6.2 with the Broker.

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6.3 Any fees, commission or other charges payable in the event of the following are set out in clause 12.10 below:

(a) you advise us that all of your Vested Securities held by us or the Nominee under the Share Plan Account Service should be transferred into your own name and in future none of your Securities should be held in the Share Plan Account in accordance with clause 7.4 below because you want to stop using the Share Plan Account Service;

(b) you (or the administrator or executor of your estate) sell and/or transfer your Vested Securities pursuant to clause 12 below;

(c) in the event of a Rights Issue, where we will subscribe for as many of the new Securities to which you are entitled as can be paid for (after deduction of applicable dealing fees, commissions and any other charges payable on the sale of your rights and subsequent purchase of Securities) by selling the balance of the rights and arrange for such new Securities to be held by us or the Nominee under these terms and conditions in accordance with clause 3.13; or

(d) we advise you that we no longer wish to hold, or the Nominee to hold, Vested Securities on your behalf and that all of your Vested Securities should be transferred into your own name pursuant to clause 13.10 below.

6.4 No fees, commission or other charges will be payable in the event that you exercise your cancellation rights in accordance with clauses 7.2 and 7.3 below.

6.5 All of the charges referred to in these terms and conditions may at our absolute discretion be varied from time to time in accordance with clause 10.2. You may always obtain up to date details of our charges via Computershare's website.

6.6 Where you request to view what information we hold on you in accordance with clause 14.3 or if we carry out any other services for you or provide you with any other information which is not mentioned in these terms and conditions then we may ask you to pay us a small fee for that service or information.

## **7. Cancelling or withdrawing from the Share Plan Account Service**

7.1 You have two separate rights – cancellation rights, which apply only when you first agree to these terms and conditions, and withdrawal rights, which apply at any time thereafter. They are simply two separate mechanisms you can use to leave the Share Plan Account Service.

7.2 You can cancel your activation of the Share Plan Account within fourteen calendar days of the date on which you first agree to these terms and conditions (the **"Cancellation Period"**) and request that, subject to clause 13.12 below, all of your Vested Securities (if any held in the Share Plan Account) should be transferred into your own name in accordance with clause 12 of these terms and conditions. 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 Vested Securities for you in accordance with these terms and conditions. Furthermore for administrative purposes when processing any dividend reinvestment it is essential that we know how many shareholders will participate in such dividend reinvestment no later than fifteen Business Days before each relevant dividend payment date. We refer to the first day of this fifteen Business Day period as the **"Cut-Off Date"**. Accordingly, if you elect to use the Share Plan Account Service 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 dividend reinvestment in accordance with these terms and conditions. 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.**

7.3 If you want to exercise your right to cancel you should advise us no later than the end of the Cancellation Period. If you exercise such right to cancel during the Cancellation Period in accordance with this clause and clause 7.2 above no fees will be payable. Once the aforementioned transfer has been effected we will then no longer hold the Vested Securities for you, these terms and conditions will not apply to those Securities and we will pay out any monies that we hold on your behalf in accordance with clause 2.10 above. The Share Plan Account will no longer be made available to you.

7.4 If you no longer wish to use the Share Plan Account Service after the Cancellation Period such that, subject to clause 13.12 below, all of your Vested Securities should be transferred into your own name and in future none of your Securities should be held in the Share Plan Account, you should write to us to this effect by post to Computershare Plan Managers, Bridgwater Road, Bristol BS99 6AP, quoting the full name and Global ID of your account with us. Your written notice must be received no later than fifteen Business Days before any dividend payment date otherwise the dividend reinvestment will be effected and these terms and conditions will be terminated immediately after the relevant reinvestment. Any Costs payable are set out in clause 12.10 below. Once the aforementioned transfer has been effected we will then no longer hold the Vested Securities for you, these terms and conditions will no longer apply to those Securities and, subject to clause 12.8 below, we will pay out any monies that we hold on your behalf in accordance with clause 2.10 above. The Share Plan Account will no longer be made available to you.

7.5 In the event that you terminate we will not be able to administer your participation in your Share Plan and in certain instances you will cease to participate in such Share Plan in accordance with the Share Plan Rules. Please see clause 13.32 below which outlines what you will remain responsible for.

## **8. Liability**

8.1 Save to the extent expressly stated to the contrary in these terms and conditions, we will take reasonable care in operating the Share Plan Account Service and will be responsible to you for any losses or expenses (including loss of Securities) suffered or incurred by you which are a foreseeable consequence of our material breach of these terms and conditions, gross negligence, wilful default or fraud.

**8.2 We do not accept liability for any losses or expenses suffered or incurred by you which are not a foreseeable consequence of our material breach of these terms and conditions, gross negligence or wilful default.**

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**8.3 We do not accept liability for any losses or expenses suffered or incurred by you which does not arise as a result of our material breach of these terms and conditions, gross negligence, wilful default or fraud.**

**8.4 We shall not be responsible for losses that result from our failure to materially comply with these terms and conditions which fall into the following categories:**

- (a) loss of income or revenue;**
- (b) loss of business;**
- (c) loss of profit arising in the course of business;**
- (d) loss of opportunity;**
- (e) loss of goodwill;**
- (f) loss of anticipated savings;**
- (g) loss of data;**
- (h) any waste of time; or**
- (i) punitive.**

8.5 Nothing in these terms and conditions excludes or limits in any way our liability for:

- (a) death or personal injury caused by our negligence; or
- (b) fraud or fraudulent misrepresentation; or
- (c) section 2 of the Supply of Goods and Services Act 1982; or
- (d) any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

**8.6 We do not accept any responsibility for any losses or expenses suffered or incurred by you as a result of your failure to adhere to any personal obligations imposed on you by the laws of the jurisdiction in which you are resident.**

**8.7 We do not accept any responsibility for any losses or expenses suffered or incurred by you as a result of any acts or omissions of:**

- (a) any member of the Company Group; or**
  - (b) the Broker; or**
  - (c) the Global Payment Service Provider; or**
  - (d) the Company's registrar or transfer agent (unless we also act in such capacity); or**
  - (e) the Sponsor; or**
  - (f) the underwriter of any Rights Issue; or**
  - (g) any Appointed Tax Agent,**
- to the extent permitted by this clause 8.**

**8.8 We do not endorse the calculation of Tax by the Appointed Tax Agent in any way and accept no responsibility or liability of any kind for the provision of such service by the Appointed Tax Agent.**

8.9 The Share Plan Account Service is provided for lawful purposes only. **We do not accept any responsibility or liability in the event that the Share Plan Account Service or the website through which the Share Plan Account Service is provided is misused in any way.**

8.10 You are responsible for maintaining your computer system and any other hardware or software together with access to an internet service provider required by you to access the Share Plan Account Service. For further assistance as to what these requirements are please feel free to contact us.

8.11 We reserve the right without notice to make any technical or other changes we consider necessary or desirable. We also reserve the right to vary the mode of operation of, or the facilities of the Share Plan Account Service where we consider that it is in your interests to do so. **We shall not be responsible in the event that any upgrade to the Share Plan Account Service means that you are no longer able to access the Share Plan Account Service.**

8.12 If you are in any doubt as to whether an instruction has been received or carried out you should telephone us immediately using our helpline the operating hours and details of which are set out in clause 9 below.

8.13 Nothing in these terms and conditions shall restrict any rights you may have under the rules of the FCA or under The Act 2012.

**8.14 We shall not be responsible for delays or failure to perform any of our obligations due to acts beyond our reasonable control. Such acts shall include, but not be limited to, market conditions, halts of trading on an execution venue, acts of God, strikes, lockout, riots, acts of war, terrorist acts, epidemics, pandemics, governmental regulations superimposed after the fact, communication line failures, power failure, earthquakes or other disasters.**

**8.15 If we cannot provide the Share Plan Account Service and the services related to it due to circumstances beyond our reasonable control (for example because of a failure of ours or another person's computer systems or telecommunications links or industrial disputes or postal delays) we will, where relevant, take such reasonable steps as we can to bring those circumstances to an end but we will not 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 performance of our obligations caused by such circumstances.**

**8.16 Any documents/instructions/cheques sent by you, or to you are sent entirely at your own risk. We do not accept liability after despatch of any document to you.**



8.17 By its nature the internet is not an entirely reliable medium. The delivery time for instructions using the internet may vary considerably depending on your internet service provider, your computer system, the way in which the instruction has been routed on the internet and on third party providers. **We are not responsible for any delay in us receiving your instruction or any inability to use, interruption to or non-availability of our website which does not arise as a result of our gross negligence, wilful default or fraud.**

8.18 Neither the telephone or the internet is an entirely secure environment. For this reason, despite the security measures we operate we cannot guarantee that any message or instruction sent using either will not be capable of being intercepted, read or copied by an unauthorised third party or parties. **We are not responsible for any unlawful interception of any message or instruction sent to us which does not arise as a result of our gross negligence, wilful default or fraud.**

8.19 You must contact us immediately if you suspect that your Security Details have been disclosed to, or obtained by, a third party and that their integrity is threatened. Until such notification is received by us, we will assume that any instructions received via the telephone or in electronic form which have been authenticated by your Global ID (and PIN, in the case of instructions submitted via Computershare's website) will be genuine and are valid instructions from you and we will act accordingly. **You will be liable for all such transactions.**

8.20 **We are not liable for forged or fraudulent instructions.**

8.21 **You will be liable for all instructions given to us (including instructions given on your behalf) relating to the Share Plan and the Share Plan Account Service. We will not be liable to you for any loss or liability suffered or incurred by you as a result of acting on your instructions and/or in accordance with these terms and conditions.**

8.22 You should be aware that from time to time the Share Plan Account Service may not be available due to planned maintenance. Whilst we will endeavour to complete such maintenance outside of Stock Exchange Trading Hours this may not always be possible. **We will not be liable to you for any loss suffered or incurred by you due to the unavailability of the Share Plan Account Service as a result of planned maintenance.**

8.23 You must indemnify us fully (promptly on demand) and hold us harmless (and keep us indemnified and held harmless) from and against any and all loss or liability (including, without limitation, tax charged to us) whatsoever which may be suffered or incurred by us, which relates to or arises, directly or indirectly from, the lawful and proper carrying out of our obligations to you or as a result of acting on instructions we receive from you or which are given on your behalf or your failure to comply with:

- (a) your obligations under these terms and conditions; and/or
- (b) applicable law; and/or;
- (c) any provision of any Share Plan Rules.

Notwithstanding this clause, you will not be liable in respect of losses or claims which have resulted from:

- (A) the fraud, gross negligence or wilful default of any member of the Computershare Group (or their officers, employees, agents or subcontractors); or
- (B) a material breach by us of a term of this agreement; or
- (C) circumstances where we are prohibited from receiving an indemnity pursuant to applicable laws or regulations, but only to the extent of such prohibition.

In this clause, you agree that the expressions "we", "us" and "our" will include and refer to each member of the Computershare Group and their officers and employees, and CIS UK, in receiving such indemnity, is acting for itself, and on behalf of the other members of the Computershare Group and their officers and employees. This indemnification will survive the termination of these terms and conditions.

## **9. Contacting each other**

9.1 Unless these terms and conditions say otherwise or we expressly specify otherwise:

(a) all notices and other communications sent by you to us must be sent via Computershare's website or by electronic mail to: Telefonica@computershare.com. Where communicating with us by electronic mail you must include the full name and Global ID of your account with the Nominee; and

(b) where these terms and conditions stipulate that something is available from us upon written request any such request should be addressed to Computershare Plan Managers, Bridgwater Road, Bristol BS99 6AP.

We can also be contacted by telephone on +34 93 800 2674 (operating hours are 08:00 to 18:00 (CET) on Business Days). For purposes of security and service quality, you authorise us to record and/or monitor to the maximum permitted by applicable law, all telephone calls made by you to us and from us to you. For the avoidance of doubt, we are entitled to produce any recording we make in any court or arbitration proceeding as evidence of such conversation.

9.2 If you are resident in the UK, any documents which we 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.

9.3 You agree that if you or the Company have provided your email address, communications such as notices about the Share Plan Account Service, advice notes and other communications relating to your Share Plan Account may be provided by CIS UK to you, by email or by posting the relevant information on Computershare's website, in each case provided applicable regulations are complied with. You agree that it is your responsibility to access and review all such communications. In particular, you specifically confirm that when given the choice of receiving such information in paper format or electronically, you prefer the electronic format (including emails and websites) and acknowledge that as a consequence you may incur line or usage charges from your internet service provider. In addition, you agree that any information that we are

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required to send you under applicable regulations may instead be sent to the Company in order for the Company to forward the information to you. If you no longer wish to receive electronic communications and would prefer that communications be sent to you by post, please contact us.

9.4 We will send all communications via the website and/or to the postal and/or electronic mail address(es), as applicable under these terms and conditions, that we held for you when you started using the Share Plan Account Service or the latest address(es) that you have given us. Where applicable, we will send all cheques to the address that we held for you when you started using the Share Plan Account Service or the latest address that you have given us.

9.5 If we send you notices they will be treated as received by you:

- (a) if delivered by hand or courier, at the time of delivery;
- (b) if sent by post, two Business Days from the date of posting, in the case of inland mail or five Business Days from the time of posting in the case of international mail; and
- (c) if delivered by electronic mail or via Computershare's website, at the time of despatch or posting as applicable.

9.6 Any documents or cheques sent to you by us and any documents or cheques sent by you to us will be sent at your risk and we accept no liability prior to receipt of any document or cheque by us or, where relevant, after dispatch of any document or cheque to you.

9.7 If you change your name or any of your contact details you should inform us straight away. It is your responsibility to provide us with your up-to-date name and contact details. You should make sure that the arrangements for receiving mail at your address are safe.

9.8 You authorise us to communicate with you by letter, electronic mail or telephone or via Computershare's website. You are responsible for ensuring that the address, electronic mail address and other contact details provided to us are always kept up to date.

9.9 Electronic mail communications are not necessarily secure and there is always a risk that electronic mail messages may be intercepted or tampered with. By providing your electronic mail address and agreeing to receive communications in this way, you acknowledge that these risks exist and that confidentiality cannot always be assured.

9.10 We do not accept any responsibility for any interception or tampering or loss of confidentiality which may take place either once an electronic mail message has been sent by us or prior to an electronic mail message being received by us or for any losses, claims, damages or expenses which may be suffered or incurred by you as a result of any such interception or tampering. In addition, we do not accept any responsibility in the event that any electronic mail messages sent by you do not reach us or any electronic mail messages sent by us do not reach you. We shall not be liable for any loss or damage you may suffer or incur as a result of any non-delivery of such electronic mail messages.

9.11 Before opening or using any documents or attachments, you should check them for viruses and defects. We shall not be liable in respect of any affected documents or attachments but shall re-supply any affected documents.

9.12 You are responsible for ensuring all electronic communications sent by you to us are free from viruses or defects and you will be responsible for any losses we may incur if you fail to do this. If a communication from you is found to contain a virus, it may not be accepted by us. We shall not be liable in the event that you suffer or incur any loss or damage as a result of any such communication not being accepted by us.

9.13 Unless these terms and conditions say otherwise, any instructions, notices or other communications that you or we send under them will only be valid if they are in writing.

9.14 If:

- (a) we have sent documents to your address on three consecutive occasions and they have been returned undelivered; or
- (b) dividend cheques or warrants have been returned undelivered or left uncashed on three consecutive occasions and after making reasonable enquiries we cannot find out your current address, we will not send any more documentation or payments to you until you inform us of your new address in writing.

9.15 Where the Company is incorporated in England or Wales, if:

- (a) after a 12 year period during which at least three dividends (whether interim or final) have been paid and none have been claimed, we announce that we intend to sell your Vested Securities by placing an advertisement in a leading national newspaper in the United Kingdom and in at least one newspaper appearing in the area of the latest address that you have given us; and
- (b) during this 12 year period and for three months after the last of the advertisements appear, we have not heard from you or any person who is automatically entitled to your Vested Securities by law; and
- (c) we have told the relevant listing authority and exchange on which the Securities are listed and traded that we intend to sell your Vested Securities;

we can sell your Vested Securities at the best price that we can reasonably obtain. We will then treat you as someone to whom we owe money. The money we receive for selling your Vested Securities will not be held on trust and no interest will be paid. You, or any person who is automatically entitled to your Vested Securities by law, will be entitled to claim this money at any time in the following 12 years, after which your entitlement will lapse.

## **10. Changes to these terms and conditions**

10.1 Subject to clauses 10.2 and 10.3 below, we reserve the right to change these terms and conditions from time to time:

- (a) to make them easier to understand or fairer to you;
- (b) to allow us to administer your Securities more efficiently or at a lower cost;

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- (c) to reflect changes in market conditions;
  - (d) to reflect changes in general market practice (including the terms on which similar services are offered by other nominees);
  - (e) so that we can compete effectively with other nominees in all areas of our business;
  - (f) to reflect changes to the way in which we administer your Securities or securities generally;
  - (g) to correct mistakes;
  - (h) to reflect changes in technology; or
  - (i) for any other valid reason,
- provided that if such change would be materially detrimental to you, we will give you not less than 20 Business Days' written notice before such change becomes effective.

Where we refer to "changes" in the above list, we mean changes we know will happen or we reasonably believe will happen or changes that have already taken place.

10.2 We may also, by giving you at least 20 Business Days' written notice increase our charges or introduce new charges in relation to the Share Plan Account Service. No change in charges will be backdated.

10.3 We may change these terms and conditions without notice where the amendment is required by reason of applicable law and/or regulation.

10.4 Up-to-date copies of the terms and conditions and our current charges can always be obtained via Computershare's website.

## **11. Complaints and Compensation**

11.1 We have a procedure to help us resolve all complaints from our clients effectively. If you have any complaints about the service provided to you or wish to receive a copy of CIS UK's complaints procedure please write to CIS UK at Computershare Investor Services PLC, Shareholder Relations, The Pavilions, Bridgwater Road, Bristol BS13 8AE. If you cannot settle any complaint with CIS UK, you may be entitled to refer it to the Financial Ombudsman Service details of which are available upon request.

11.2 CIS UK is covered by the FSCS and you may be entitled to compensation if CIS UK cannot meet its 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). Further details of this scheme are available upon request.

## **12. Exercise of Options, Submission of Advanced Elections and Selling or Transferring your Vested Securities**

12.1 Exercise your Option(s) and immediate Sale of resultant Vested Securities, if applicable

(a) You may instruct us to exercise your Option in full or in part and either:

(A) arrange for all resultant Securities to be delivered into your Share Plan Account and, if you wish, sell such Vested Securities as outlined in more detail in sub-clause 12.1(b) below; or

(B) relay your instruction to the Company so that it may remit a Cash Payment,

as applicable, either by telephoning our dedicated helpline (the operating hours and details of which are set out in clause 9.1 above) or by completing and submitting an online instruction to us via Computershare's website. Such an instruction can be an explicit instruction issued by you or a deemed instruction from you triggered by the occurrence of a certain event in accordance with these terms and conditions or the Share Plan Rules.

(b) You may instruct us to:

(A) exercise your Option in full or in part, arrange for all resultant Securities to be delivered into your Share Plan Account and immediately sell all such Vested Securities and cover the Option Cost, Costs and, if applicable and deducted, Tax and Backup Withholding from the proceeds of the sale of the Securities; or

(B) subject to sub-clause 12.1(d) below, effect a Sell To Cover Exercise; or

(C) effect a Self-Fund Exercise.

(c) Subject to sub-clause 12.1(d) below, if you instruct us to undertake the course of action outlined in either sub-clauses 12.1(b)(A) or (B) above and we accept such instruction to sell, we will arrange the sale of the appropriate number of such Vested Securities, deduct the Option Cost, Costs and, if applicable and deducted, Tax and Backup Withholding from the sale proceeds and send you (or the Global Payment Service Provider, as applicable) the residual sale proceeds in accordance with your selected payment method.

(d) When effecting a Sell To Cover Exercise we will make our best estimate as to the amount of the Option Cost, the Costs and, if applicable and deducted, Tax and Backup Withholding. We will calculate the number of such Vested Securities that will need to be sold to cover such sum and reserve the right to increase this number by not more than 2% in order to reduce the risk of insufficient funds being realised.

(e) If you instruct us to effect a Self-Fund Exercise, you must settle the Option Cost and, if applicable and deducted, Tax in cleared funds, in accordance with the procedure and payment method specified, before the exercise of your Option will be effected. We will notify you of the amount of funds that you will need to send in respect of the Option Cost and the date by which such funds must be received by us or the Company in cleared funds. We will confirm to you the exercise details which will include type of Security, grant date, Option Price, Option Cost and the bank account details into which payment must be made. You can also find details of the Option Price on Computershare's website by logging into the Employee Online section using your Security Details. Any liability to Tax will be calculated upon receipt of your instruction and we will notify you of the amount of funds that you will need to send to cover this liability and the date by which such funds must be received by us or the Company in cleared funds.

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(f) Any Vested Securities that are not sold following, and resulting from, the exercise of your Option will continue to be held in your Share Plan Account.

#### 12.2 Submission of Advanced Elections and immediate Sale of Securities resulting from Vesting of your Awards, if applicable

(a) You may make your advanced election either by telephoning our dedicated helpline (the operating hours and details of which are set out in clause 9.1 above) or by completing and submitting an online instruction to us via Computershare's website. Such an instruction can be an explicit instruction issued by you or a deemed instruction from you triggered by the occurrence of a certain event in accordance with these terms and conditions or the Share Plan Rules.

(b) Save in relation to Matching Awards, you may instruct us to:

(A) arrange for all of your Securities to be delivered into your Share Plan Account upon Vesting of your Awards and immediately sell all such Vested Securities and cover the Costs and, if applicable and deducted, Tax and Backup Withholding from the proceeds of the sale of them; or

(B) subject to sub-clause 12.2(e) below, effect a Sell To Cover Election.

(c) If you instruct us to undertake the course of action outlined in sub-clause 12.2(b)(A) above and we accept such instruction to sell, we will arrange the sale of such Vested Securities, deduct the Costs and, if applicable and deducted, Tax and Backup Withholding from the sale proceeds and send you (or the Global Payment Service Provider, as applicable) the balance in accordance with your selected payment method.

(d) If you instruct us to undertake the course of action outlined in sub-clause 12.2(b)(B) above and we accept such instruction to sell, we will arrange the sale of the appropriate number of such Vested Securities, deduct the Costs and, if applicable and deducted, Tax and Backup Withholding from the sale proceeds and the residual sale proceeds will be donated to a registered charity of our choice.

(e) When effecting a Sell To Cover Election we will make our best estimate as to the amount of the Costs and, if applicable and deducted, Tax and Backup Withholding. We will calculate the number of such Vested Securities that will need to be sold to cover such sum and reserve the right to increase this number by not more than 2% in order to reduce the risk of insufficient funds being realised.

(f) Any Vested Securities that are not sold immediately following, and resulting from, the Vesting of your Awards will continue to be held in your Share Plan Account.

#### 12.3 Selling or Transferring your Vested Securities in any other circumstance

(a) In all circumstances other than those outlined in clause 12.1 or 12.2 above, you may instruct us to sell:

(A) some of your Vested Securities on a first in, first out basis, or

(B) all of your Vested Securities,

(provided that such number will realise sufficient sale proceeds to cover any Costs and, if applicable, Backup Withholding) by completing and submitting an online instruction to us via Computershare's website. Such an instruction can be an explicit instruction issued by you or a deemed instruction from you triggered by the occurrence of a certain event in accordance with these terms and conditions or the Share Plan Rules.

(b) You may instruct us to sell some or all of your Vested Securities on a "first in, first out" basis (provided that such number will realise sufficient sale proceeds to cover any Costs and, if applicable, Backup Withholding) by telephoning our dedicated helpline (the operating hours and details of which are set out in clause 9.1 above).

(c) If we sell all of your Vested Securities in accordance with the Share Plan Rules as a consequence of a change in your employment status but you have not provided bank account details so as to enable us to remit any residual sale proceeds to the Global Payment Service Provider we may remit such proceeds to your previous employer (in the same currency as that in which the Securities sold are denominated) so that it may pay such monies to you. **By agreeing to these terms and conditions you agree that we discharge all duties and obligations which we owe to you in respect of net proceeds at the time they are transmitted to your previous employer and that such proceeds of sale will no longer constitute client monies and consequently will not be held in a designated client monies account in accordance with the FCA rules.**

(d) You may instruct us to transfer some of your Vested Securities on a first in, first out basis or all of your Vested Securities by completing the Transfer Form and sending it to us by post to our address the details of which are set out in clause 9.1. Such an instruction can be an explicit instruction issued by you or a deemed instruction from you triggered by the occurrence of a certain event in accordance with these terms and conditions or the Share Plan Rules.

(e) If we have received and accepted your transfer instruction but we are not in receipt of cleared funds with respect to any transfer fee payable, we may cancel your instruction to transfer your Vested Securities into your own name.

(f) If we have received any applicable payment from you and subsequently reject your transfer instruction in accordance with clause 2.4, we will advise you of the reasons for such rejection, together with any instruction or information required from you in the event that we are still able to process your instruction. In the event that any required action from you is not forthcoming within the timeframe stipulated in such notification, we may cancel your instruction to transfer some or all of your Vested Securities to you and arrange for your payment to be refunded.

(g) You will only be able to transfer your Vested Securities into your own name (or, where that is not legally possible, to a third party brokerage account in your name that is such that the Vested Securities can legally and practically be transferred into it).

(h) We will transfer the full amount of resultant Vested Securities to a third party brokerage account in your name that is such that such Vested Securities can legally and practically be transferred into it, in accordance with your instructions.

(i) In the absence of a valid instruction to the contrary, to the extent possible Vested Securities are sold or transferred on a "first in, first out" basis.

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(j) Following a sale or a transfer we will then no longer hold the Vested Securities in question for you and these terms and conditions will no longer apply to those Securities.

(k) If you sell or transfer some of your Vested Securities we will assume you wish to continue to hold the remaining Vested Securities in the Share Plan Account unless you notify us otherwise.

#### 12.4 How and when will we carry out your Instructions

(a) Where submitting an advanced election in accordance with clause 12.2 above, subject to clause 2.4, provided we have received your valid instruction by the cut-off date and time communicated to you we will aim to process your instruction on the date upon which your Awards Vest.

(b) Where submitting an advanced election in accordance with clause 12.2 above, if we have not received a valid instruction by the cut-off date and time communicated to you we will act in accordance with the Share Plan Rules.

(c) Where submitting an instruction in accordance with clause 12.1 or 12.3 above, subject to clause 2.4, if your instruction is received by us during the Stock Exchange Trading Hours and we accept such instruction to sell or relay your instruction to the Company so that it may remit a Cash Payment, we will aim to instruct the Broker to execute the sale of your Vested Securities (subject to any limit order) on your behalf or liaise with the Company to facilitate its obligation to remit a Cash Payment to you, as appropriate, on that Stock Exchange Trading Day.

(d) Where submitting an instruction in accordance with clause 12.1 or 12.3 above, instructions which are received after the close of Stock Exchange Trading Hours will be treated as having been received at the opening of Stock Exchange Trading Hours on the next available Stock Exchange Trading Day.

(e) We are irrevocably and unconditionally appointed to act as your agent when we execute your instruction and by submitting an instruction pursuant to the Share Plan Account Service you give us your authority to sign, complete and deliver any transfer form or other document and to do anything else we think necessary to give effect to your instructions.

(f) By instructing us to exercise your Option, sell or transfer your Vested Securities or liaise with the Company to facilitate its obligation to remit a Cash Payment to you on your behalf, as appropriate, you represent to us that you are entitled to do so and that no other person has any rights, interests or charges in or over such Securities or Cash Payment.

(g) In order to effect a sale we will use a Broker. Whilst we take reasonable care in the selection and continued use of such Broker we do not accept responsibility for losses or expenses suffered or incurred by you as a result of any acts or omissions of such Broker.

(h) You acknowledge that orders above a certain size may be subject to manual review and entry which may cause delays in processing your instruction. All such instructions will be processed where possible within two Business Days of receipt.

(i) We may aggregate your order with instructions we receive from other participants using the Share Plan Account Service. The Broker may also aggregate the instruction we provide to it with instructions it receives from its other clients. This may result in a more or less favourable price than if your instruction had been executed separately.

(j) If the Broker executes a number of instructions for us on a particular day then it may average the price obtained for all the orders if different instructions were dealt at different prices.

(k) CIS UK and the Broker are required to obtain the best price reasonably available at the time the sale is executed. Accordingly CIS UK and/or the Broker may delay the execution of all or part of the order until the next Stock Exchange Trading Day or number of subsequent Stock Exchange Trading Days if CIS UK believes, acting reasonably, that it is in your best interest to do so.

(l) 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.

(m) When transmitting your instructions to a Broker for execution CIS UK take reasonable steps to use a Broker whose stated execution policy is to obtain the best possible result. CIS UK has implemented a policy that identifies the factors involved with the transmission and execution of client instructions by the Broker receiving these instructions from it. A full copy of our order handling policy is available upon written request made to Computershare Investor Services PLC, Computershare Dealing Team, The Pavilions, Bridgwater Road, Bristol BS99 6AL, United Kingdom.

(n) 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 (e.g. the exchange on which the Securities are listed and traded). In order to obtain the best possible result the Broker may decide at its discretion to execute your instruction outside one of these markets or facilities; 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 the Share Plan Account Service you consent to CIS UK transmitting the instruction on the basis that the Broker may use a venue that is not a regulated market or a multilateral trading facility.**

(o) Please remember that you can only deal in your Securities in accordance with the Company's share dealing policy. By agreeing to the terms and conditions of the Share Plan Account Service, you are giving us a pledge that your submission of your instruction does not contravene such policy. The full version of the Company's share dealing policy is available upon request from the Company. We reserve the right not to effect your instruction if we have reason to believe that your instruction contravenes such policy.

(p) You agree that any instruction that includes an instruction to sell your Vested Securities will not be processed in the event of a suspension or halt of trading in the Securities. Where the processing of a transaction is affected by a halt of trading on an execution venue we shall complete the transaction as soon as reasonably practicable after trading resumes. However, we have no control over the effect of such halt of trading and/or any consequent delay may have upon the price at which your transaction is executed.

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(q) At the time of receipt of any instruction to exercise your Option or our subsequent processing of it the market price of Securities may be less than the Option Cost ("**underwater**"). We reserve the right to process your instruction regardless of whether your Option is underwater at the time of such receipt and/or processing.

(r) We will liaise with the Company, as required, for any Cash Payment due to you to be remitted to you by the Company. We may remit a Cash Payment on behalf of the Company acting as its agent in which case we will not do so until we have received the Cash Payment from the Company. For the avoidance of doubt, where required, it shall be the Company's sole responsibility to remit the Cash Payment to you.

(s) If you submit an instruction by telephoning our dedicated helpline, we will ask you to answer a number of questions in order to confirm your identity, including, among other things, your Global ID before asking for your instruction which may include you telling us how many Vested Securities you wish to sell and details of the related currency. We will repeat your instructions back to you. If you do not think that those instructions are correct you must tell us and ask us to make the changes you require. If you do not make any changes, then we will execute the instruction on the basis of the last set of instructions repeated back to you. This will apply whether you confirm that the instructions are correct or remain silent.

#### 12.5 Limit Order, if applicable

(a) If applicable, you may specify the minimum price (the "**limit price**") at which we will instruct the Broker to sell your Vested Securities. This is known as a "**limit order**" and can only be applied in respect of a whole number of Securities, e.g. if you have 10.5 Securities it can only be selected in respect of 10 rather than 10.5. If you do not place a limit order (i.e. you place a "**market order**") and we accept such instruction to sell your Vested Securities will be sold at the best price reasonably available in the market at the time that your order is executed.

(b) If you place a limit order and we accept such instruction to sell, your instruction will be valid until your order is executed, as long as this is within 364 calendar days from the instruction being placed on the market (the "**limit order period**"). If the limit price is not reached within the limit order period your order will be automatically cancelled and you will be notified of this fact by email.

(c) **If the limit order is not reached by the time a Close Period begins you must cancel your instruction via Computershare's website and resubmit your instruction should you so require on expiry of the Close Period.** For these purposes a "**Close Period**" is a period during which you may be restricted from trading under the Company's share dealing policy. We reserve the right to cancel any such limit order if you have not done so by the time a Close Period begins.

(d) Limit orders may be cancelled but not changed at any time before the order is executed. If you wish to change your limit order, you must cancel the initial instruction and then submit a new instruction.

(e) If we are notified that your Option lapses, if applicable, any limit order which you have in place which has not been executed will be cancelled by us. Consequently in the absence of sale proceeds from which to satisfy the Option Cost, Costs and, if applicable and deducted, Tax and Backup Withholding, your Option will not be exercised pursuant to such limit order.

(f) Please note that if we receive a large number of limit orders at the same price, or your limit order relates to a large number of Securities, it may not be possible for us to execute your order before the price of the Security falls below the limit price. We will execute instructions for the same limit price in order of receipt.

(g) By placing a limit order with us you are thereby instructing us that you do not wish for your instruction to be made public to other market participants. **However, it is an express term of this agreement that where you have specified a limit order and you have not given any instruction that the limit order be withheld and such limit order is not immediately executed under prevailing market conditions, you agree that the Broker may, but will not be required to, make public the limit order in a manner which is easily accessible to other market participants where in the discretion of the Broker it is necessary to make such publication in order to execute your instruction.**

(h) Should the market value of the Securities change due to an event such as, but not limited to, a corporate action, we reserve the right to cancel any limit order in place which has not yet been executed.

#### 12.6 Tax where calculated by an Appointed Tax Agent, if applicable and deducted

(a) Where Tax is calculated by an Appointed Tax Agent, we understand that the member of the Company Group which you are (or were) employed by may withhold the Tax in respect of the exercise of your Option or Vesting of your Awards (other than Matching Awards) levied in relevant jurisdiction(s) on the basis set out in this clause 12.6. The amounts withheld may be higher or lower than your final personal tax liability (which will depend upon your specific personal circumstances). The Tax will be calculated on the assumption that you pay the highest rate of marginal income tax in the relevant jurisdiction(s). It also assumes that you have reached all relevant social security thresholds in the relevant jurisdiction(s). If these assumptions are different from your personal circumstances or you are in any doubt as to your personal tax position, you should contact an independent professional tax advisor.

(b) We understand that your location history and nationality will be used to calculate your Tax liability and the reporting requirements of the member of the Company Group which you are (or were) employed by.

(c) Tax will be calculated by the Appointed Tax Agent on behalf of the member of the Company Group which you are (or were) employed by. For more information on Tax, refer to the online FAQ's or contact your employer or previous employer.

(d) Your Tax liability, if any, will be calculated by reference to a price per Security prescribed by the Appointed Tax Agent.

(e) If you instruct us to:

(A) exercise your Option and sell all of your resultant Vested Securities; or

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(B) immediately sell all of your Vested Securities resulting from Vesting of your Awards (other than Matching Awards), and we have to use the Bureau Service to ascertain your Tax liability, this could delay payment to you until the Tax liability has been confirmed by the Bureau Service. This may result in your payment being sent to you (or the Global Payment Service Provider, as applicable) up to 10 Business Days following receipt of your instruction or the date upon which your Awards Vest, as applicable.

(f) If you instruct us to:

(A) effect a Sell To Cover Exercise; or

(B) effect a Sell To Cover Election,

we may have to ascertain your Tax liability from the Bureau Service which could delay the sale of your Vested Securities until the Tax liability has been confirmed by the Bureau Service. This delay may result in your Vested Securities being sold up to five Business Days following receipt of your instruction or the date upon which your Awards Vest, as applicable.

12.7 Tax where not calculated by an Appointed Tax Agent, if applicable and deducted

Where not calculated by an Appointed Tax Agent, any Tax to be deducted will be calculated by the Company. For more information on Tax, refer to the online FAQ's or contact your employer or previous employer.

12.8 Sale proceeds and Payment Methods

(a) If you instruct us to effect a sale of any of your Vested Securities, we will remit any residual sale proceeds to you via BACs to your UK bank account the details of which are held on our records or to the Global Payment Service Provider (in accordance with your valid instructions and selected payment method) after deduction of Costs. For the avoidance of doubt, any request for us to arrange for the conversion of monies payable to you pursuant to the Share Plan Account Service into a currency of your choice and then paid to you via foreign currency wire payment or cheque or simply paid to you via foreign currency wire payment or, where applicable, automated clearing house payments will be governed solely by the terms and conditions of the Global Payment Service, as applicable, and such service shall be provided to you by CIS UK.

**Where applicable, by submitting your sale instruction and accepting the terms and conditions of the applicable Global Payment Service, including in particular clause 3 (How and when will the Proceeds be available) of such terms and conditions you agree that as soon as you owe CIS UK money pursuant to clause 3(c) thereof, we discharge all duties and obligations which we owe to you pursuant to these terms and conditions in respect of net sale proceeds and, where the Share Plan Account Service is provided to you by CIS UK, any residual sale proceeds will no longer constitute client monies and consequently will not be held in a designated client monies account in accordance with the FCA rules.**

(b) Should CIS UK incur problems making a payment to you via BACs pursuant to these terms and conditions, such sale proceeds will be held in a designated client money bank account pending receipt of revised bank account details. CIS UK will not pay interest on monies held in this account. CIS UK reserves the right to issue your payment in the form of a sterling cheque to you to your address as it appears on its records if it is unsuccessful in making a BACs payment and/or if incorrect and/or insufficient bank account details are provided.

(c) We will usually receive the sale proceeds payable on the sale of your Vested Securities from the Broker on the settlement date. The settlement date will normally be three Business Days following the date of the trade but will depend upon the standard practice of the market in question. We are not obliged to make any payment to you until we have received the sale proceeds from the Broker. The Option Cost, Costs and, if applicable and deducted, Tax and Backup Withholding will be deducted from any sale proceeds and the balance, if any, will be remitted to you in accordance with sub-clause 12.8(a) above.

(d) Subject to clause 12.1(e) above, we will remit any Option Cost and any monies withheld for Tax to the Company and the member of the Company Group which you are (or were) employed by, respectively, on your behalf following the exercise of any Option or Vesting of any Awards (other than Matching Awards).

(e) If you exercise your Option and this results in the delivery of a Cash Payment, it shall be the Company's sole responsibility to remit any Cash Payment to you.

(f) We will not accept (and you should not give) any instructions to make payment to anyone other than you.

(g) It will be your responsibility to update us of any change(s) to your bank account details.

(h) Save in respect of Backup Withholding, where applicable, and any Tax deducted, neither we nor the member of the Company Group which you are (or were) employed by will take into account any other taxes which may be levied on the exercise of your Option, Vesting of your Awards or sale or transfer of any Vested Securities pursuant to the Share Plan Account Service. It is your sole responsibility to report and, if applicable, pay any such taxes.

12.9 Acknowledgments and Rejections

(a) Where you have provided your email address we will acknowledge receipt of your sale instruction by email and, if applicable, will inform you by email when your Vested Securities have been sold. No acknowledgement will be sent if your email address has not been provided. We will not acknowledge receipt of any instruction to transfer your Vested Securities.

(b) Please see clause 2 above regarding treatment of rejections.

12.10 Our Fees

- (a)(i) For each sale of Vested Securities executed as a result of your instructions, we will charge a dealing fee of 0.4% of the gross sale proceeds subject to a minimum fee of €40.00.
- (ii) For each sale of your Telefonica S.A. Global Employee Share Plan Securities executed as a result of your instructions, we will charge a dealing fee of 0.4% of the gross sale proceeds subject to a minimum fee of €15.00.
- (iii) For each sale of your Telefonica S.A Performance and Investment Plan Securities executed as a result of your instructions, we will charge a dealing fee of 0.4% of the gross sale proceeds subject to a minimum fee of €40.00.
- (iv) For each sale of your Telefonica S.A. Restricted Share Plan Securities executed as a result of your instructions, we will charge a dealing fee of 0.4% of the gross sale proceeds subject to a minimum fee of €40.00.
- (b) Any fee charged to transfer Vested Securities into your own name together with the required payment method will be stipulated on Computershare's website and will be inclusive of VAT.
- (c) Subject to sub-clause 12.10(b) above, no VAT is currently payable in relation to CIS UK's Costs. Should the VAT rules change in future, VAT may be applied and deducted from your sale proceeds without prior notice.
- (d) This charge may change from time to time. We will notify you in advance of any change(s) to our charges, which will only apply to instructions received after notification of such change(s).
- (e) We may share a portion of the dealing fee referred to in sub-clause 12.10(a) above with the Broker.

### **13. Other terms and conditions**

- 13.1 The decision to exercise your Option or sell or transfer your Vested Securities is solely your responsibility.
- 13.2 Share values may go down as well as up and may result in you not receiving back the full amount invested. Historical performances are no indicators for future performances.
- 13.3 The price of Securities may fluctuate in the period after you send your instruction but before we receive it and it is executed. If, as a result of market fluctuations, insufficient funds are realised from the sale of your Vested Securities to cover any Option Cost, Costs and, if applicable and deducted, any Tax and Backup Withholding, it will be necessary for us to contact you to recover the shortfall.
- 13.4 Where limit orders are not supported, you may not specify the price or the minimum price at which Securities are to be sold for you.
- 13.5 We and/or the Broker and/or the Global Payment Service Provider are entitled to deduct the Option Cost, Costs and any Tax and Backup Withholding from your sale proceeds.
- 13.6 If you submit an advanced election pursuant to clause 12.2 above, you may cancel or amend any such instruction received by us by completing and submitting an online instruction to us via Computershare's website provided that you do so prior to the cut-off date and time communicated to you. Following the successful cancellation of your original instruction, if you wish to submit a new advanced election, you must do so by completing and submitting a further online instruction prior to the cut-off date and time communicated to you. You may not cancel or amend any instructions after such time, your request will be irrevocable. You may not cancel or amend any other market order instructions to sell Securities received by us during Stock Exchange Trading Hours, again your request will be irrevocable. You may, however, cancel or amend any other market order instructions to sell Securities received by us outside of Stock Exchange Trading Hours by completing and submitting an online instruction to us via Computershare's website provided that you do so prior to opening of Stock Exchange Trading Hours on the next Stock Exchange Trading Day. Following the successful cancellation of your original instruction, if you wish to submit a new instruction, you must do so by completing and submitting a further online instruction.
- 13.7 You may not cancel or amend any instructions to transfer Vested Securities once they have been received by us. Your request will be irrevocable.
- 13.8 Where the Broker effects the sale of Vested Securities pursuant to the Share Plan Account Service, your advice note will be available to you within one Business Day of the receipt of confirmation from the Broker of the sale of your Securities. Your advice note will be placed on the website and a confirmation email will be sent to your email address held on our records. If we do not have an email address for you, an advice note will be sent to your address as held on our records. The advice note will detail among other things the number of Vested Securities sold on your behalf, the price per Security achieved, the time of the trade together with the Costs and, if applicable and deducted, Option Cost, Tax and Backup Withholding.
- 13.9 Any member of the Computershare Group, the Global Payment Service Provider, any Broker and our agents and subcontractors may effect transactions notwithstanding that it has 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 using the Share Plan Account 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 CIS UK's regulatory responsibility on this matter it operates a documented policy that details CIS UK's obligations if such events arise. Full details are available upon a written request to: Computershare Investor Services PLC, Computershare Dealing Team, The Pavilions, Bridgwater Road, Bristol BS99 6AL.
- 13.10 We may terminate the Share Plan Account Service at any time by giving you 20 Business Days' written notice of our intention to do so. We will request that you withdraw your Vested Securities from the Share Plan Account Service within this notice period. If you do not do so, you will be deemed to have irrevocably instructed us, subject to clause 13.12 below, to transfer all your Vested Securities into your own name in accordance with clause 12 of these terms and conditions. Any Costs payable are set out in clause 12.10 above. Once the aforementioned transfer has been effected we will then no longer hold the Vested Securities for you, these terms and conditions will not apply to those Securities and, subject to clause 12.8 above, we will pay out any monies that we hold on your behalf in accordance with clause 2.10 above.

Computershare Plan Managers is the trading name of a group of entities comprising amongst others Computershare Investor Services PLC (regulated by the UK Financial Conduct Authority, Registered Office: 25 The North Colonnade, Canary Wharf, London E14 5HS and registered in England & Wales Company No. 33498808; Registered Office: The Pavilions, Bridgwater Road, Bristol BS13 8AE;), Computershare Plan Managers Pty Ltd (ABN. 56 084 591 131; Registered Office: Level 3, 60 Carrington Street, Sydney, NSW 2000; regulated by the Australian Securities & Investments Commission), Computershare Trustees (Jersey) Limited and Computershare Nominees (Channel Islands) Limited (Company No. 92182 and 79245, respectively; both registered in Jersey with Registered Office: Queensway House, Hilgrove Street, St Helier, Jersey JE1 1ES, regulated by the Jersey Financial Services Commission). Computershare Plan Managers is also a market name of Computershare Trust Company, N.A. (a federally chartered trust company primarily regulated by the Office of the Comptroller of the Currency; Registered Office: 250 Royal Street, Canton, MA 02021).



The Share Plan Account will no longer be made available to you. We may exercise our rights under this clause for any reason at any time without your consent.

13.11 If we receive formal notice of your death, bankruptcy or mental incapacity we will sell all your Vested Securities or, subject to clause 13.12 below, transfer all your Vested Securities into the name of the administrator or executor of your estate in accordance with the instructions of such administrator or executor. These terms and conditions shall apply with the necessary changes having been made. Any Costs payable are set out in clause 12.10 above. Once the aforementioned sale or transfer has been effected we will then no longer hold the Vested Securities for your estate, these terms and conditions will no longer apply to those Securities and, subject to clause 12.8 above, we will pay out any monies that we hold on your behalf in accordance with clause 2.10 above. The Share Plan Account will no longer be made available to your estate.

13.12 If you instruct us to transfer all your Vested Securities into your own name or are deemed to have done so any fraction of a Security of less than one whole Security which we hold for you will be sold and you agree that the proceeds will be donated to a registered charity of our choice.

13.13 We have an absolute discretion to refuse to accept any application to transfer Securities into our or the Nominee's name.

13.14 We will not offer the Share Plan Account Service described in these terms and conditions to any corporate body.

13.15 If any member of the Computershare Group does not enforce a term or condition, this will not affect its rights to enforce the rest of the conditions or to enforce that term or condition at another time. If any member of the Computershare Group cannot enforce a term or condition, this will not affect its right to enforce the rest of the terms and conditions. No conduct or delay on the part of any member of the Computershare Group shall be taken as a waiver or variation of any rights unless we or the Nominee waive or vary a particular right in writing. No waiver or variation on a particular occasion will operate as a waiver or variation of any rights any member of the Computershare Group might have in respect of any other matter.

13.16 Subject to sub-clause 12.10(b) above, all Costs and other charges payable by you to CIS UK are exclusive of VAT. VAT is payable where relevant in addition to any other fees or charges payable to CIS UK.

13.17 You consent to members of the Company Group having 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 Securities are held by us or the Nominee, including corporate and other details, and products or services specifically designed for shareholders.

13.18 We may employ or appoint other persons (including other members of the Computershare Group) as our agents and subcontractors on such terms as we think fit to carry out any part of our obligations or discretions under these terms and conditions. We will take reasonable care in the selection and continued use of any such person.

13.19 Members of the Computershare Group will not do anything which in our reasonable opinion would or might break any relevant laws, rules, regulations or codes or risk exposing any member of the Computershare Group to criticism for behaving improperly or not acting in accordance with good market practice.

13.20 We shall not lend your Vested Securities to any third party or borrow money using them as security.

13.21 We may at any time transfer all or any of our rights and obligations under these terms and conditions to any person (the **"Transferee"**) who is in our reasonable opinion able to perform our obligations under these terms and conditions. The transfer will be given effect by us and the Transferee sending a transfer notice to you specifying the date (the **"Transfer Date"**) on and from which the Transferee will assume our 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 (without limitation) changes of address and banking details, will be set out in the transfer notice. The transfer will not affect any rights you may have which relate to the period before the Transfer Date. With effect from the Transfer Date:

(a) 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 us;

(b) we shall be released and discharged from all of our obligations and liabilities under these terms and conditions;

(c) references to us shall be read as references to the Transferee;

(d) the Nominee shall be discharged from any obligations which it may have and substituted by the Transferee or a suitable nominee of the Transferee.

13.22 Nothing in these terms and conditions is intended to benefit a third party other than members of the Computershare Group. Any provision which is for CIS UK's benefit or confers a benefit on any member of the Computershare Group shall be enforceable not only by CIS UK but also by such member under the Contract (Rights of Third Parties) Act 1999. These terms and conditions may be changed or rescinded without the consent of any member of the Computershare Group other than us. The Contracts (Rights of Third Parties) Act 1999 applies, all provisions of these terms and conditions which would assist a third party in connection with the enforcement of a right conferred upon it also apply to it.

13.23 We provide our contractual terms in English and we will only communicate with you in English during the provision of the Share Plan Account Service. Any translation of these terms and conditions into any language other than English should be treated as being for information only, these terms and conditions in English shall be the sole operative terms and conditions governing the operation of the Share Plan Account Service.

13.24 The Share Plan Account Service shall be governed by and shall be construed in accordance with the laws of England and Wales and you hereby agree with us to submit for all purposes in connection with these terms and conditions to the exclusive jurisdiction of the English Courts. Each party irrevocably waives any right it may have to object to any action being brought in the English courts, to claim that the action has

been brought in any inconvenient forum or to claim that the English courts do not have jurisdiction. CIS UK has applied the same laws in its marketing of, and arrangements for you to use, the Share Plan Account Service.

13.25 You will be categorised as a Retail Client for the purposes of offering the Share Plan Account Service.

13.26 In the provision of the Share Plan Account Service no member of the Computershare Group is required to or will provide any advice or assessment of the merits or suitability of holding the Securities or using the Share Plan Account Service. You will not benefit from the protection of the FCA rules on assessing suitability.

13.27 Each of the provisions of these terms and conditions 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.

13.28 By agreeing to these terms and conditions you confirm that any Vested Securities and any monies held pursuant to these terms and conditions may be used as security for:

(a) Costs and any other fees, commission or other costs payable to us pursuant to these terms and conditions and/or any documents referred to in these terms and conditions; and/or

(b) the reimbursement of any tax charged to the Computershare Group or the Nominee,

in consideration of the service that we are making available to you. As such, we have the right to reverse any transaction to obtain reimbursement of tax, Costs and any other fees, commission or other costs which we or the Nominee incur to offset monies due to you against monies due from you and to sell or otherwise dispose of any Securities which we (or the Nominee) may hold on your behalf (whether pursuant to these terms and conditions or otherwise) at whatever price and in whatever manner we see fit at our absolute discretion (without being responsible for any loss or diminution in price) on giving you seven days' written notice of our intention to do so. This clause will survive the termination of these terms and conditions and the termination of your participating in any and all Share Plans.

13.29 If we owe you more money than you owe us, we can pay you the difference to settle the amounts that we owe each other. If you owe us more money than we owe you, we may require you to pay the difference to settle the amounts that we owe each other.

13.30 In the event of the termination of this agreement you will remain responsible for:

(a) any transaction pending at the time this agreement is terminated; and

(b) any commission, fees, taxes or social security contributions and any other charges that remain unpaid at the time this agreement is terminated.

Termination will be without prejudice to the completion of any transactions already initiated.

13.31 Any termination of this agreement will be without prejudice to any other rights or remedies a party may be entitled to under this agreement or at law and shall not affect any accrued rights or liabilities of either of the parties nor the coming into or continuance in force of any provision which is expressly or by implication intended to come into or continue in force on or after such termination.

13.32 Cash fractions arising in respect of money due to you are rounded down to the nearest penny or cent as applicable (or, where different, the equivalent denomination of the same currency as that in which the Securities are denominated). Costs and any Tax and Backup Withholding deducted will be charged at the prevailing rate against each individual sale instruction rounded up to the nearest penny or cent as applicable (or, where different, the equivalent denomination of the same currency as that in which the Securities are denominated) and in each case the difference will be kept for our own benefit.

13.33 If you receive a benefit (e.g. a dividend) which relates to Vested Securities you have sold, you may have to account for this benefit to the new owner of the Securities. We will contact you if we are aware that this is necessary. The date upon which you may lose your entitlement to any benefit is established by the date on which the Securities are traded on the relevant exchange, not the date upon which the transfer is registered by the relevant registrar. If we are aware of a claim at the time when we receive the money we may deduct any relevant amount from the proceeds of sale.

13.34 We may choose to withdraw the Share Plan Account Service due to developments in legislation or should it materialise that you are not eligible or permitted to participate as envisaged by us by local legislation and/or regulation without giving you any notice that the Share Plan Account Service is no longer available. To the extent permitted by law and regulation any deals that we have accepted but that have not settled prior to the Share Plan Account Service being withdrawn will be completed.

#### **14. Data Protection Notice**

14.1 Any personal data that CIS UK obtains from you in providing the Share Plan Account Service will be held by CIS UK in accordance with the relevant legislation. CIS UK will only hold, use or otherwise process such of your personal data as is necessary to provide you with the Share Plan Account Service. Your details will only be disclosed in accordance with the principles set out in the Data Protection Act 1998:

(a) to any person if that person has legal or regulatory powers over CIS UK or the Nominee;

(b) to the Broker or any other person or body in order to facilitate the provision of the Share Plan Account Service and/or the Share Plan(s) in which you participate;

(c) to any Appointed Tax Agent in order to facilitate its calculation of Tax; and

(d) to the Global Payment Service Provider in order to facilitate the provision of the Global Payment Services.

14.2 By signing up to the terms and conditions of the Share Plan Account Service you consent to the transfer of your personal data by CIS UK outside the European Economic Area to other members of the Computershare Group or other agents who CIS UK may use to provide the Share Plan Account Service.

14.3 You have a right to request to view the personal data that CIS UK holds on you. CIS UK may charge you a small fee for providing you access to this information.