

# TERMS & CONDITIONS OF THE COMPUTERSHARE IPO SHARE ACCOUNT SERVICE

The IPO Share Account Service is administered by Computershare Investor Services PLC ("**Computershare**"). These terms and conditions form a legally binding agreement between you and us and set out the basis upon which Computershare provides the IPO Share Account Service to the person(s) whose completed election has been accepted by Computershare or who are otherwise treated as having elected to use the IPO Share Account Service. Computershare may change these terms and conditions from time to time on the basis outlined below. You can always obtain an up to date version upon request from Computershare.

**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 dealing service and IPO Share Account Service are 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 IPO Share Account Service. The IPO Share Account Service may not be suitable for all employees. In the provision of the IPO Share 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 IPO Share Account Service. You will accordingly not benefit from the protection of the 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 IPO Share Account Service meets your own requirements. If you are unsure of what action to take you should seek independent professional advice.**

The IPO Share Account Service is only available to individuals who are or were employed by a company within the Company Group and who own their Securities as a result of holding or acquiring shares during the Company's Initial Public Offer ("IPO"). The IPO Share Account Service is a service rendered in the United Kingdom. If you wish to use this service, it is solely your responsibility to ensure that you are legally permitted to join the IPO Share 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 IPO Share 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 IPO Share 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, cancel your participation in the IPO Share Account Service.

## 1. Definitions

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

- "**Account Number**" means the Account Number which has been provided to you by us to enable you to access the IPO Share Account Service;
- "**Broker**" means the broker or Market Maker which we use from time to time in order to execute your instructions;
- "**Business Day**" means any day on which the London Stock Exchange ("**LSE**") is open for business;
- "**Company**" means the company whose Securities are held or proposed to be held on your behalf through the IPO Share Account Service;
- "**Company Group**" means the Company and any directly or indirectly held subsidiary company;
- "**Computershare**" means Computershare Investor Services PLC, a company registered in England and Wales whose registered details appear in the footer of each page of these terms and conditions;
- "**Computershare Group**" means Computershare 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);
- "**FCA**" means the Financial Conduct Authority in the United Kingdom;
- "**FSCS**" means the Financial Services Compensation Scheme;
- "**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 appoint from time to time to hold your Securities in the IPO Share Account Service;
- "**Retail Client**" means someone who is not a financial services professional. Retail Clients are offered the full protection of the FCA rules;
- "**Security Details**" means the Account Number and Personal Identification Number ("**PIN**") that have been provided to you by us to enable you to access the IPO Share Account Service;
- "**Share Plan**" means any share plan from time to time in respect of which we allow you to deposit Securities into the IPO Share Account upon or following award, vesting, maturity, exercise or release, as appropriate, and "**Share Plans**" means all of them;
- "**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 IPO Share Account Service;
- "**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 behalf of the Nominee;
- "**stamp duty**" means United Kingdom stamp duty or stamp duty reserve tax;
- "**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;
- "**The Act 2012**" means the Financial Services Act 2012 as amended or replaced and any regulations made thereunder;
- "**us**" or "**we**" means Computershare;
- "**VAT**" means Value Added Tax as applicable in the United Kingdom;
- "**IPO Share Account**" means the client account which we open to hold your Securities under the IPO Share Account Service;
- "**IPO Share Account Service**" means the service that we provide under which the Nominee holds your Securities;
- "**you**" means the person holding Securities using the IPO Share Account Service.

## 2. IPO Share Account Service

2.1 Where the Company provides this option, you may elect to deposit your Securities into the IPO Share Account upon or following the award, vesting, maturity, exercise or release (as appropriate) under the Share Plan by accessing the participant internet service (using the Security Details provided to you) or by telephoning us using our helpline the operating hours and details of which are set out in clause 10 below, as available.

2.2 By agreeing to participate in the Share Plan you may have already elected to deposit your Securities into the IPO Share Account upon the award, vesting, maturity, exercise or release (as appropriate) of such Share Plan into the IPO Share Account.

2.3 By agreeing to us holding your Securities for you, you have agreed to be bound by these terms and conditions. We will arrange for the Nominee to hold your Securities for you as bare trustee. 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 Securities, bound by the Memorandum and Articles of Association (or equivalent constitutional documents) of the Company. You remain the beneficial owner of the Securities.

2.4 The Nominee will hold the Securities in uncertificated form. Nothing in these terms and conditions is intended to vary any of 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.

2.5 You authorise us to pool any client money and/or client assets we hold on your behalf in the provision of this service in any relevant omnibus accounts set up in accordance with the FCA's CASS Rules. You understand and accept that by pooling your client money and/or assets with those of other clients that you retain all rights you have but that your entitlement will not be identifiable by separate share certificates or other physical or electronic records of title. In such omnibus accounts your money and/or client assets will be segregated and maintained in accordance with the requirements of the FCA rules or local equivalent. In the event that we, the bank or our sub-custodian became insolvent your money and/or assets would be protected to the extent defined in the prevailing terms of the FSCS or local equivalent (if applicable). Any irreconcilable shortfalls in client money and/or assets in the omnibus accounts may be pro-rated with all other participants in the omnibus accounts and you may not recover all of your client money and/or assets.

2.6 We may ask you for proof that you have the right to use the IPO Share Account Service. We reserve the right not to act for you until the Account Number 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 Account Number on all correspondence, where not effected via Computershare's website.

2.7 We will only act on instructions which are:

- (a) effected via Computershare's telephone helpline (the operating hours and details of which are set out in clause 10 below) or Computershare's website; 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).

**2.8 We reserve the right not to accept and consequently not to act upon any particular instruction from you (including, without limitation, opening a IPO Share Account for you under the IPO Share 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 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.**

2.9 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 Account Number. Please keep this number safe since its object is to prevent fraud.

2.10 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 the Nominee and notice of any such trust will not be binding on any such member.

2.11 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.

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

2.13 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.

### **3. Selling or transferring your Securities**

3.1 Subject to clause 14.7 below, you may instruct us to sell or transfer any or all of your Securities at any time via our dealing service which can be accessed either by telephoning Computershare's dedicated dealing service number (the operating hours and details of which are set out in clause 10 below) or via Computershare's website. Please see the Terms and Conditions for the Sale and Transfer Facility for the Computershare IPO Share Account Service (which you will find on Computershare's website) for further details of the procedure and our charges in relation to the sale or transfer of Securities. Once the aforementioned sale or transfer has been effected we will then no longer hold the Securities in question for you and the terms and conditions of the IPO Share Account Service will not apply to those Securities.

3.2 If you sell or transfer some of your Securities we will assume you wish to continue to hold the remaining Securities in the IPO Share Account, unless you notify us otherwise.

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

4.1 Subject to clauses 4.4 and 4.12 dividends received in respect of the Securities held on your behalf through the IPO Share Account Service will be reinvested by us by arranging the purchase of Securities through a dealing arrangement and such Securities will be held by the Nominee in accordance with these terms and conditions. A purchase commission will be payable as outlined in clause 7.1 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 Securities and used to reinvest in further securities in accordance with this clause 4.

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

4.3 Purchases are made on, or as soon as reasonably practicable after, receipt by the Nominee of the proceeds of your cash dividend. Purchases are made on an execution-only basis.

4.4 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, where different, the equivalent denomination of the same currency as that in which the Securities are denominated).

4.5 All client money we hold on your behalf as a consequence of administering the Service is maintained in a designated client money account at a UK approved bank or bank with such equivalent approval as is applicable in the country in which it holds such monies. This means your money is segregated and maintained in accordance with the requirements of the FCA rules or local equivalent. If we or the bank became insolvent your money would remain protected in accordance with the prevailing terms of the FSCS or local equivalent (if applicable). We will not pay interest on monies held in this account.

4.6 As soon as reasonably practicable on or after receipt of your dividend, monies will be aggregated with the monies of all other IPO Share 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 pursuant to clause 4.1 above and any applicable deductions pursuant to clause 4.4 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 IPO Share Account participants receiving the same price and this may operate to your advantage or disadvantage. The price at which Shares 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. Accordingly, you cannot specify a maximum or minimum price.

4.7 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 IPO Share Account Service. Only once we are able to determine finally how many securities will be allocated to all IPO Share Account 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 the Computershare 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.

4.8 We have a legal obligation to act in your best interests when transmitting your order to any third party to execute. Accordingly, we have adopted a policy describing how we choose 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 us.

4.9 You will be notified by electronic mail within one Business Day of us being satisfied that all the procedures described in clause 4.6 and 4.7 have been completed when your tax voucher (or equivalent) is available for collection from Computershare's website.

4.10 We will return any cash not used for reinvestment in accordance with clause 4.1 (after any deductions having been made in accordance with clause 4.4 above, without interest and in the same currency in which the dividends were received) to you or the administrator or executor of your estate in each of the following circumstances:

- (a) if you exercise your cancellation rights in accordance with clauses 8.2 and 8.3 below;
- (b) if you advise us that Securities should no longer be held by the Nominee in accordance with clause 8.5 below because you want to stop using the IPO Share Account Service and have all of your Securities transferred into your own name;
- (c) if we advise you that we no longer wish the Nominee to hold Securities on your behalf and that all of your Securities should be transferred into your own name pursuant to clause 14.5 below; or
- (d) if we receive formal notice of your death, bankruptcy or mental incapacity.

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

4.12 Rather than invest such monies in Securities we may, at our absolute discretion, or will, if required by law or regulation, remit dividends (after any deductions having been made in accordance with clause 4.4 above, without interest and in the same currency as that in which the dividends were received) to you or the administrator or executor of your estate.

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

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

4.15 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.

4.16 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 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 hold such new Securities for you under these terms and conditions. Please see the Terms and Conditions for the Nil Paid Rights Exercise and Dealing Facility for participants in the Computershare IPO Share Account Service (which you will find on Computershare's website, where relevant) for further details of the procedure and our charges in relation to the sale of rights and subsequent purchase of Securities.

4.17 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.

4.18 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 Securities.

4.19 If there is a takeover offer or other transaction under which control of the Company is obtained and you are entitled to receive shares or other securities in another company in exchange for your Securities, we will decide whether those shares or other securities in the other company should be held by you in your own name or by the Nominee on your behalf. If we decide that they should be held by 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.

4.20 Subject to these terms and conditions, where any other rights are offered in connection with your 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 Securities in your own name.

4.21 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.

4.22 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 Securities the Nominee holds for you, we may require you to give us and/or the Nominee similar warranties before we act.

4.23 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 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.

## **5. Information**

5.1 We will use reasonable endeavours to ensure that you will have access to equivalent information to that sent to 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.

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

5.3 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.

5.4 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.

## **6. Shareholder meetings**

6.1 If your Securities and the Articles of Association (or equivalent constitutional documents) of the Company entitle you to do so you can instruct us via Computershare's website:

- (a) as to how you want the Nominee to vote on your behalf; and/or
- (b) that you wish to attend the meeting in person.

You will need to submit such instruction by the date stipulated at the time that we contact you. In the absence of receipt of such instruction within the timeframe stipulated the Nominee will neither vote on your behalf nor make the necessary arrangements for you to be able to attend the meeting in person. For the avoidance of doubt, in such circumstances neither we nor the Nominee have any duty or responsibility whatsoever to attend meetings although the Nominee may do so if it wishes. Neither we nor the Nominee have any duty or responsibility to cast any vote relating to your Securities without your specific instruction.

6.2 If you attend a shareholder meeting you will not be entitled to speak at it.

6.3 For the avoidance of doubt, we will not recognise any right to vote 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 right nor pass such right to you so that you can exercise it yourself. We will not exercise any voting right attaching to any fraction of a Security which we hold for you.

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

7.1 Any purchases of Securities effected as set out in clause 4.1 above will be subject to a purchase commission of 0.5% of the purchase consideration.

7.2 In the event that:

- (a) you sell and/or transfer your Securities pursuant to clause 3 above;
  - (b) you advise us that all of your Securities held by the Nominee under the IPO Share Account Service should be transferred into your own name and in future none of your Securities should be held in the IPO Share Account in accordance with clause 8.5 below because you want to stop using the IPO Share Account Service; or
  - (c) we receive formal notice of your death, bankruptcy or mental incapacity in accordance with clause 14.6 below and the administrator or executor of your estate sells or transfers all of your Securities pursuant to clause 14.6 below,
- fees will be payable as outlined in the Terms and Conditions for the Sale and Transfer Facility for the Computershare IPO Share Account Service (which you will find on Computershare's website).

7.3 In the event that:

- (a) you exercise your cancellation rights in accordance with clauses 8.2 and 8.3 below; or
  - (b) we advise you that we no longer wish the Nominee to hold Securities on your behalf and that all of your Securities should be transferred into your own name pursuant to clause 14.5 below,
- no fees will be payable.

7.4 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 the Nominee under these terms and conditions in accordance with clause 4.16; fees will be payable as outlined in the Terms and Conditions for the Nil Paid Rights Exercise and Dealing Facility for participants in the Computershare IPO Share Account Service (which you will find on Computershare's website, where relevant).

7.5 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 11.2. You may always obtain up to date details of our charges via Computershare's website.

7.6 Where you request to view what information we hold on you in accordance with clause 14.11 below 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 charge for that service or information.

## **8. Cancelling or withdrawing from the IPO Share Account Service**

8.1 You have two separate rights – cancellation rights, which apply only when you first activate your IPO Share Account, i.e. from the moment you 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 IPO Share Account Service.

8.2 You can cancel your activation of the IPO Share Account within fourteen calendar days of the date on which you first activate the account (the "Cancellation Period") and request that, subject to clause 14.7 below, all of your Securities (if any held in the IPO Share Account) should be transferred into your own name via our dealing service which can be accessed either by telephoning Computershare's dedicated dealing service number (the operating hours and details of which are set out in clause 10 below) or via Computershare's website. Please see the Terms and Conditions for the Sale and Transfer Facility for the Computershare IPO Share Account Service (which you will find on Computershare's website) for further details of the procedure in relation to such transfer of Securities. No fees will be payable as outlined in clause 7 above. 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 Securities for you in accordance with these terms and conditions. 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 IPO Share 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.**

8.3 If you want to cancel your activation of the IPO Share Account 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 8.2 above no fees will be payable as outlined in clause 7 above. Once the aforementioned transfer has been effected we will then no longer hold the Securities for you, the terms and conditions of the IPO Share Account Service will not apply to those Securities and we will remit any dividend monies that have not yet been used for reinvestment in accordance with clause 4.10 above. The IPO Share Account will no longer be made available to you.

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

8.5 If you no longer wish to use the IPO Share Account Service after the Cancellation Period such that, subject to clause 14.7 below, all of your Securities held by the Nominee under the IPO Share Account Service should be transferred into your own name and in future none of your Securities should be held in the IPO Share Account, you should write to us to this effect by post to Computershare Plan Managers, Vintners' Place, 68 Upper Thames Street, London EC4V 3BJ, United Kingdom, quoting the full name and Account Number of your account with the Nominee. 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. Fees will be payable as outlined in clause 7 above. Once the aforementioned transfer has been effected we will then no longer hold the Securities for you, the terms and conditions of the IPO Share Account Service will not apply to those Securities and we will remit any dividend monies that have not yet been used for reinvestment in accordance with clause 4.10 above. The IPO Share Account will no longer be made available to you.

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

## **9. Liability**

9.1 Save to the extent expressly stated to the contrary in these terms and conditions, we will take reasonable care in operating the IPO Share 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 breach of these terms and conditions, negligence, wilful default or fraud.

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

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

**9.4 We shall not be responsible for losses that result from our failure to 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; or**
- (h) any waste of time.**

9.5 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.

**9.6 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.**

**9.7 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;**
- (b) the Broker; or**
- (c) the Sponsor (unless it is a member of the Computershare Group and then only to the extent permitted by this clause 9).**

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

9.9 You are responsible for maintaining your computer system and any other equipment required by you to access the IPO Share Account Service.

9.10 Computershare reserves the right without notice to make any technical or other changes it considers necessary or desirable to or vary the mode of operation of, or the facilities of the IPO Share Account Service where it considers that it is in your interests to do so. **Computershare shall not be responsible in the event that any upgrade to the IPO Share Account Service means that you are no longer able to access the IPO Share Account Service.**

9.11 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 10 below.

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

**9.13 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.**

**9.14 If we cannot provide the IPO Share 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.**

**9.15 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.**

9.16 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 negligence, wilful default or fraud.**

9.17 Neither the internet nor the telephone is an entirely secure environment. For this reason, despite the security measures we operate we cannot guarantee that any message or instruction sent using the internet or telephone 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 negligence wilful default or fraud.**

9.18 You must contact us immediately if you suspect that your Security Details have been disclosed to, or obtained by, a third party and that its integrity is threatened. Until such notification is received by us, we will assume that any instructions received in electronic form which have been authenticated by your Security Details will be genuine and are valid instructions from you and we will act accordingly. **You will be liable for all such transactions.**

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

**9.20 You will be liable for all instructions given to us (including instructions given on your behalf) relating to the IPO Share 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.**

9.21 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) any provision of the Terms and Conditions for the Sale and Transfer Facility for the Computershare IPO Share Account Service; and/or
- (c) where the Company is incorporated in England or Wales, any provision of the Terms and Conditions for the Nil Paid Rights Exercise and Dealing Facility for participants in the Computershare IPO Share Account Service where relevant; and/or
- (d) applicable law.

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

- (A) the fraud, negligence or wilful default of any member of the Computershare Group (or their officers, employees, agents or subcontractors); or
- (B) a breach by us of a term of this agreement; or
- (C) in 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 Computershare, in receiving such indemnity, is acting for itself, and on trust for the other members of the Computershare Group and their officers and employees (and Computershare declares itself to be trustee accordingly). This indemnification will survive the termination of these terms and conditions.

#### **10. Contacting each other**

10.

(a) All notices and other communications should either be submitted via email to [petsathome@computershare.co.uk](mailto:petsathome@computershare.co.uk) or be addressed in writing to Computershare Plan Managers, Bridgwater Road, Bristol BS99 6AP, United Kingdom. We can also be contacted by telephone on 0870 7071690 (operating hours [in respect of both helplines] are 08:30 to 17:30 (UK time) on Business Days).

10.2 We will send all communications via Computershare's website and/or to the postal and/or electronic mail address(es) that we held for you when you started using the IPO Share 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 IPO Share Account Service or the latest address that you have given us.

10.3 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 in the United Kingdom 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.

10.4 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.

10.5 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.

10.6 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.

10.7 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.

10.8 Computershare does 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 Computershare or prior to an electronic mail message being received by Computershare 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, Computershare does not accept any responsibility in the event that any electronic mail messages sent by you do not reach Computershare or any electronic mail messages sent by Computershare do not reach you. Computershare 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.

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

10.10 You are responsible for ensuring all electronic communications sent by you to Computershare are free from viruses or defects and you will be responsible for any losses Computershare 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 Computershare. Computershare 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 Computershare.

10.11 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.

10.12 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.

10.13 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 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 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 Securities; we can sell your 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 Securities will not be held on trust and no interest will be paid. You, or any person who is automatically entitled to your Securities by law, will be entitled to claim this money at any time in the following 12 years, after which your entitlement will lapse.

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

11.1 Subject to clauses 11.2 and 11.3 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;

(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.

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

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

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

#### **12. Complaints and Compensation**

12.1 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 our complaints procedure please write to us at Computershare Investor Services PLC, Shareholder Relations, The Pavilions, Bridgwater Road, Bristol BS13 8AE. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service details of which are available upon request.

12.2 Computershare is covered by the FSCS and you may be entitled to compensation if Computershare 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.

#### **13. Confirmations and Undertakings**

By agreeing to us holding your Securities for you, you will be deemed to have given the following confirmations and undertakings to Computershare:

(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 deposit your Securities into the IPO Share Account and that no other person has any rights, interests or charges in or over such Securities;

(d) you have read and understood these terms and conditions and, where the Company is incorporated in England or Wales, the Terms and Conditions for the Nil Paid Rights Exercise and Dealing Facility for participants in the Computershare IPO Share Account Service and agree to be bound by them; and

(e) you have complied with all applicable legal and regulatory requirements necessary for you to lawfully make use of the IPO Share Account Service. For the avoidance of doubt, the confirmation and undertaking given by you to Computershare in this sub-clause 13(e) is deemed to be repeated on each day that the Nominee holds Securities for you in connection with the IPO Share Account Service.

#### **14. Other terms and conditions**

14.1 We will deal with you on an execution-only basis when accepting any instruction in relation to the IPO Share Account Service.

14.2 Any member of the Computershare Group, 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 IPO Share 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 our regulatory responsibility on this matter we operate a documented policy that details our obligations if such events arise. Full details are available upon a written request to: Computershare Investor Services PLC, Computershare Dealing Team, The Pavilions, Bridgwater Road, Bristol BS99 6AL.

14.3 No information in these terms and conditions is intended to constitute an invitation or recommendation to invest or otherwise deal in the Securities.

14.4 Members of the Computershare Group cannot and will not provide you with any investment, taxation, legal or other advice in connection with the IPO Share Account Service.

14.5 We may terminate the Computershare IPO Share 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 Securities from the IPO Share Account Service within this notice period. If you do not do so, you will be deemed to have irrevocably instructed us, subject to clause 14.7 below, to transfer all your Securities into your own name via our dealing service in accordance with the Terms and Conditions for the Sale and Transfer Facility for the Computershare IPO Share Account Service. Please see the Terms and Conditions for the Sale and Transfer Facility for the Computershare IPO Share Account Service (which you will find on Computershare's website) for further details of the procedure in relation to such transfer of Securities. No fees will be payable as outlined in clause 7 above. Once the aforementioned transfer has been effected we will then no longer hold the Securities for you, the terms and conditions of the IPO Share Account Service will not apply to those Securities and we will remit any dividend monies that have not yet been used for reinvestment in accordance with clause 4.10 above. The IPO Share 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.

14.6 If we receive formal notice of your death, bankruptcy or mental incapacity we will sell all your Securities or, subject to clause 14.7 below, transfer all your Securities into the name of the administrator or executor of your estate in accordance with the instructions of such administrator or executor. Such sale or transfer being governed by the Terms and Conditions for the Sale and Transfer Facility for the Computershare IPO Share Account Service which shall apply with the necessary changes having been made. Fees will be payable as outlined in clause 7 above. Once the aforementioned sale or transfer has been effected we will then no longer hold the Securities for your estate, the terms and conditions of the IPO Share Account Service will not apply to those Securities and we will remit any dividend monies that have not yet been used for reinvestment in accordance with clause 4.10 above. The IPO Share Account will no longer be made available to your estate.

14.7 If you instruct us to transfer all your 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 the proceeds will be donated to a registered charity of our choice.

14.8 We have an absolute discretion to refuse to accept any application to transfer Securities into the Nominee name.

14.9 We will not offer the services described in these terms and conditions to any corporate body.

14.10 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.

14.11 All fees and other charges payable to us by you are exclusive of VAT. VAT is payable where relevant in addition to any other fees or charges payable to us.

14.12 You authorise us to provide information concerning you, your Securities and any instructions given by you in relation to your Securities to carefully selected third parties in order to facilitate provision of the IPO Share Account Service and the administration of any Share Plan(s) in which you participate. 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 us or the Nominee; and
- (b) to the Company (or any other person carrying out functions in relation to the IPO Share Account Service and/or any Share Plan(s) in which you participate, including (without limitation) Euroclear UK) in order to facilitate the provision of the IPO Share Account Service and/or such Share Plan(s); and
- (c) to any person carrying out functions in relation to acting as the registrar or transfer agent of the Company.

We may use other members of the Computershare Group or other agents and subcontractors in countries outside the European Economic Area to provide any part of the IPO Share Account Service or any of the support services and may transfer your personal data to them provided that we are satisfied that the same standards of protection of personal data have been applied either by contract or law.

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

You consent to the Company being provided with any information it is entitled to request under the Companies Act 2006.

14.13 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.

14.14 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.

14.15 Fractions of a penny (or, where different, the equivalent denomination of the same currency as that in which the Securities are denominated) arising in respect of money due to you are rounded down and retained by us for our own benefit.

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

14.17 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:

- (i) 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;
- (ii) we shall be released and discharged from all of our obligations and liabilities under these terms and conditions;
- (iii) references to us shall be read as references to the Transferee;
- (iv) the Nominee shall be discharged from any obligations which it may have and substituted by the Transferee or a suitable nominee of the Transferee.

14.18 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 our benefit or confers a benefit on any member of the Computershare Group shall be enforceable not only by us 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 Computershare. Where 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.

14.19 Computershare provides its contractual terms in English and we will only communicate with you in English during the provision of the IPO Share 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 Service.

14.20 These terms and conditions are 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. Computershare has applied the same laws in its marketing of, and arrangements for you to use, the IPO Share Account Service.

14.21 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. Historical performances are no indicators for future performances.

14.22 For the purposes of offering the IPO Share Account Service, you will be categorised as a Retail Client.

14.23 In the provision of the IPO Share 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 IPO Share Account Service. You will not benefit from the protection of the FCA rules on assessing suitability.

14.24 We may choose to withdraw the IPO Share 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 such service is no longer available.

14.25 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.

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

(a) fees, commission and other costs and expenses 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, fees, commission or any other costs or expenses 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.

14.27 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.

14.28 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.

14.29 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.

14.30 The Nominee will maintain your Securities in accordance with the terms and conditions of this service and the FCA rules, for the avoidance of doubt, you remain the beneficial owner. If we became insolvent you would be protected in accordance with the prevailing FSCS rules.

# TERMS AND CONDITIONS FOR THE SALE AND TRANSFER FACILITY FOR THE COMPUTERSHARE IPO SHARE ACCOUNT SERVICE

These terms and conditions form a legally binding agreement between you and us. This sale and transfer facility (the "Service") is provided by Computershare Investor Services PLC to participants who hold Securities in the Computershare IPO Share Account Service and then only in respect of Securities. If you wish to use the Service it is your sole responsibility to inform yourself about and observe any applicable tax and legal requirements as they relate to you personally. Where these terms and conditions have been received in a country where the provision 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 you instruct us to sell Securities on your behalf, we will do so on an execution-only basis. This means that we do not and will not provide you with any investment advice. You should ensure that the Service meets your own requirements. If you are in any doubt you should seek independent professional advice before taking any action. 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. The price of Securities may fluctuate in the period after you send your instruction but before we receive it and it is executed. Historical performances are no indicators for future performances. We cannot provide you with any advice on the suitability or otherwise of the sale transaction to your personal circumstances or any associated tax liability. Neither the Service nor these terms and conditions constitute an invitation or recommendation to sell, transfer or hold Securities.

## 1. Definitions

"Account Number" means the Account Number which has been provided to you by us to enable you to access the Service;  
"Broker" means the broker or Market Maker which we use from time to time in order to execute your instructions;  
"Business Day" means any day on which the London Stock Exchange is open for business;  
"Business Hours" means 08:30 to 17:30 (UK time) on Business Days;  
"Company" means the company whose Securities are held on your behalf through the IPO Share Account Service;  
"Company Group" shall have the same meaning as in the Terms and Conditions of the IPO Share Account Service;  
"Costs" means our fees, commission or other charges payable on the sale or transfer of your Securities pursuant to the Service as set out in clause 9 and the Global Payment Services, if applicable;  
"FCA" means the Financial Conduct Authority;  
"FSCS" means the Financial Services Compensation Scheme;  
"Global Payment Service Without Currency Conversion" means the payment service which enables you to ask us to arrange for monies payable to you pursuant to the Service to be paid to you or, where applicable, automated clearing house payments (otherwise known as Global Direct Credit or GDC) 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 Without Currency Conversion;  
"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;  
"PIN" means the Personal Identification Number which has been provided to you by us to enable you to access the Service;  
"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 in the Company held on your behalf through the IPO Share Account Service;  
"Service" means this sale and transfer facility provided by Computershare Investor Services PLC;  
"Stock Exchange Trading Day" means any day (excluding Saturday and Sunday) on which the exchange on which the Securities are 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" means any tax and/or social security contribution (or equivalent) which may be levied on the transfer or sale of your Securities pursuant to the Service;  
"Terms and Conditions of the IPO Share Account Service" means the terms and conditions governing your participation in the IPO Share Account Service;  
"The Act 2012" means the Financial Services Act 2012 as amended or replaced and any regulations made thereunder;  
"us" or "we" means Computershare Investor Services PLC;  
"IPO Share Account Service" means the nominee service which we provide the provision of which is governed by the Terms and Conditions of the IPO Share Account Service;  
"you" means the person holding an interest in the Securities.

## 2. Selling your Securities

(a) You may instruct us to sell some or all of your Securities (provided that such number will realise sufficient sale proceeds to cover any Costs) by completing and submitting an online instruction to us via the Computershare 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 the Terms and Conditions of the IPO Share Account Service.  
(c) To the extent possible Securities are sold on a "first in, first out" basis.

## 3. Transferring your Securities

(a) You may instruct us to transfer some or all of your Securities by completing and submitting an online instruction to us via the Computershare 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 the Terms and Conditions of the IPO Share Account Service.  
(b) You will only be able to transfer your Securities into your own name or a brokerage account in your own name (that is such that the Securities can be legally and practically transferred into it).  
(c) We will transfer your Securities into your brokerage account, or request the Company's registrar to send you a share

certificate in your name in respect of the Securities transferred to you to your address as it appears on our records.

## 4. Limit Order

(a) You may specify the minimum price (the "limit price") at which we will instruct the Broker to sell your 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 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 30 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 security dealing policy.  
(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) 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 Security price falls below the limit price. We will execute instructions for the same limit price in order of receipt.  
(f) 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.**  
(g) 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.

## 5. How and when we will carry out your sale instructions

(a) Subject to clause 8(b) below, if you submit an instruction via Computershare's website, your instruction is received by us during the Stock Exchange Trading Hours and we accept such instruction to sell, we will aim to instruct the Broker to execute the sale of your Securities (subject to any limit order) on your behalf on that Stock Exchange Trading Day.  
(b) Instructions which are received via Computershare's website after the close of Stock Exchange Trading Hours will be treated as having been received at the opening of the Stock Exchange Trading Hours on the next available Stock Exchange Trading Day.  
(c) We are irrevocably and unconditionally appointed to act as your agent when we undertake a sale or transfer of your Securities and by instructing us to do so 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.  
(d) By instructing us to sell or transfer your Securities on your behalf 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.  
(e) We will sell or transfer your Securities in accordance with the instructions given by you via the Computershare's website.  
(f) 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.  
(g) 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.  
(h) We may aggregate your order with instructions we receive from other clients using the 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.

(i) 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.

(j) We and the Broker are required to obtain the best price reasonably available at the time the sale is executed. Accordingly we 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 we believe, acting reasonably, that it is in your best interest to do so.

(k) When receiving and transmitting your instruction to a Broker for execution we take reasonable steps to select a Broker who will determine the best possible result in terms of total consideration. The Broker is required, prior to executing the instruction, to consider factors such as the prevailing stock price and costs but may also consider further factors such as the likelihood of execution, size of instruction, nature of stock, speed of settlement and execution venue.

(l) 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 Service you consent to us transmitting the instruction on the basis that the Broker may use a venue that is not a regulated market or a multilateral trading facility.**

(m) Please remember that you can only deal in your Securities in accordance with the Company's security dealing policy. By agreeing to the terms and conditions of the 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 security dealing policy is available upon request from the Company.

(n) You agree that any instruction to sell your 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.

## 6. Sale Proceeds and Payment Methods

(a) If you instruct us to effect a sale of any of your 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. **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 us money pursuant to clause 3(c) thereof, 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 we 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 UK bank account details. We will not pay interest on monies held in this account. We reserve the right to issue your payment in the form of a sterling cheque to you to your address as it appears on our records if we are 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 Securities from the Broker on the settlement date. The settlement date will normally be three Stock Exchange Trading 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 Costs will be deducted from any sale proceeds and the

# TERMS AND CONDITIONS FOR THE SALE AND TRANSFER FACILITY FOR THE COMPUTERSHARE IPO SHARE ACCOUNT SERVICE

balance, if any, will be remitted to you in accordance with clause 6(a) above.

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

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

(f) We will not take into account any Tax for which you may be liable. It is your sole responsibility to report, and if applicable, pay any such Tax.

## 7. Shares Subject to Lock-in Agreements

**If you have entered into an arrangement with the Company agreeing to restrictions on the sale or transfer of your shares, you authorise Computershare to apply such restrictions to all or part of your shareholding (as applicable).**

## 8. 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 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 Securities.

(b) **We reserve the right not to accept and consequently not to act upon any particular instruction from you 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 the obtaining of evidence of identity to comply with money laundering regulations) or to investigate any concerns we may have about the validity of, or any other matter relating to, your instruction. We will notify you in writing as soon as reasonably practicable if we decide not to accept a particular instruction.**

(c) We reserve the right not to accept instructions which have not been properly completed.

## 9. Our Fees

(a) For each sale of Shares executed as a result of your instructions we will charge a dealing fee of 0.35% of the gross sale proceeds subject to a minimum fee of GBP 20.

(b) No UK Value Added Tax is currently payable in respect of our Costs. Should the UK Value Added Tax rules change in future, such tax may be applied and deducted from your sale proceeds without prior notice.

(c) 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).

(d) If we carry out any other services or provide you with any other information which is not mentioned in these terms and conditions, then we may write and ask you to pay for that service or information.

(e) We may share a portion of the dealing fee referred to in clause 8(a) above with the Broker.

## 10. Liability

(a) Save to the extent expressly stated to the contrary in these terms and conditions, we will take reasonable care in operating the 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 breach of these terms and conditions, negligence, wilful default or fraud.

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

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

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

- loss of income or revenue;
- loss of business;
- loss of profit arising in the course of business;
- loss of opportunity;
- loss of goodwill;
- loss of anticipated savings;
- loss of data; or
- any waste of time.

(e) Nothing in these terms and conditions excludes or limits in any way our liability for:

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

(f) **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.**

(g) **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:**

- the Company;
- any member of the Company Group;
- the Broker;
- the Global Payment Service Provider; or
- the Company's registrar or transfer agent (where we are not appointed as such).

(h) If you are in any doubt as to whether an instruction has been received or carried out you should telephone us immediately using our dedicated dealing service number the operating hours and details of which are set out in clause 11(a) below.

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

(j) **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.**

(k) **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.**

(l) 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 negligence, wilful default or fraud.

(m) The internet is not 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 unlawful interception of any message or instruction sent to us which does not arise as a result of our negligence, wilful default or fraud.**

(n) You must contact us immediately if you suspect that your Account Number or PIN has been disclosed to, or obtained by, a third party and that its integrity is threatened. Until such notification is received by us, we will assume that any instructions received in electronic form which have been authenticated by your Account Number (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.**

(o) You should be aware that from time to time the Service may not be available due to planned maintenance. Whilst we will endeavour to complete such maintenance outside of Business 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 Service as a result of planned maintenance.**

(p) **We are not liable for forged or fraudulent instructions.**

(q) You will be liable for all instructions given to us (including instructions given on your behalf) relating to the 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.**

## 11. Contacting each other

(a) All notices and other communications should either be submitted via email to [petsathome@computershare.co.uk](mailto:petsathome@computershare.co.uk) or be addressed in writing to Computershare Plan Managers, Bridgwater Road, Bristol BS99 6AP, United Kingdom. We can also be contacted by telephone on 0870 7071690 (operating hours are 08:30 to 17:30 (UK time) on Business Days).

(b) If you are resident in the UK, all 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. We will send all email responses to your email address as it appears on our records.

(c) Computershare Investor Services PLC provides its contractual terms in English and will only communicate with you in English during the provision of the 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 Service.

## 12. General

(a) The decision to sell or transfer your Securities is solely your responsibility.

(b) Security 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.

(c) The price of Securities may fluctuate in the period after you send your sale 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 Securities to cover any Costs, it will be necessary for us to contact you to recover the shortfall.

(d) We and/or the Broker and/or the Global Payment Service Provider are entitled to deduct the Costs from your sale proceeds.

(e) You may not cancel or amend any market order instructions to sell Securities received by us during Business Hours. You may, however, cancel or amend any 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 the Computershare 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.

(f) You may not cancel or amend any instructions to transfer Securities once they have been received by us. Your request will be irrevocable.

(g) We may employ agents on such terms as we deem fit and can delegate any function or responsibilities that we may have under these terms and conditions. We will satisfy ourselves that any person to whom we delegate any functions or responsibilities is competent to carry out those functions or responsibilities.

(h) Where the Broker effects the sale of Securities on your behalf pursuant to the 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 the number of Securities sold on your behalf together with the fees, commission or any other charges payable on the sale of your Securities pursuant to the Service as set out in clause 8.

(i) We will not do anything which in our reasonable opinion would or might break any relevant laws, rules, regulations or codes or risk exposing us to criticism for behaving improperly or not acting in accordance with good market practice.

(j) You authorise us to pool any client money we hold on your behalf in the provision of this service into any relevant omnibus bank accounts 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 that you retain all rights you have as the legal owner of the monies. All client money that we hold on your behalf as a consequence of administering this Service will be maintained in an appropriately designated and named client money bank account at a UK approved bank. Your client money will be held on trust for the benefit of clients for whom we are holding client money and treated in strict accordance with the requirements of the FCA Rules. This means that in the event that we or the bank became insolvent your client money would be protected from creditors generally and subject to the prevailing terms of the FSCS. In such an event any irreconcilable shortfalls of client money in the client money bank accounts may be pro-rata with other clients in relevant client money bank accounts and you may not recover all of your client money. If, for operational purposes we are required to maintain your client money in a bank based in a jurisdiction outside 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. We 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 we have taken reasonable steps to trace you and return your balance. However if we take such steps, we undertake to make good any valid claim against removed balances.

(k) Cash fractions arising in respect of money due to you are rounded down to the nearest penny sterling. The fees, commission or any other charges payable on the sale of your Securities pursuant to the Service (as set out in clause 9) will be charged at the prevailing rate against each individual sale instruction rounded up to the nearest penny sterling and in each case the difference will be kept for our own benefit.

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

(m) If you receive a benefit (e.g. a dividend) which relates to 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

# TERMS AND CONDITIONS FOR THE SALE AND TRANSFER FACILITY FOR THE COMPUTERSHARE IPO SHARE ACCOUNT SERVICE

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.

(n) We may choose to withdraw the 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 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 Service being withdrawn will be completed.

(o) For the purpose of offering the Service, you will be categorised as a Retail Client.

(p) In the provision of the Service we are not required to assess the suitability of any investment or the service offered. You will not benefit from the protection of the FCA rules on assessing suitability.

(q) We, the Global Payment Service Provider, any Broker and our agents 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 Service. We manage those conflicts of interest of which we are aware, and monitor the effectiveness of our policies and procedures on a regular basis. We make every effort to disclose our interests and those of our employees where it is suspected that a conflict of interest may arise. In accordance with our regulatory responsibility on this matter we operate a documented policy that details our obligations 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, United Kingdom.

(r) When transmitting your instructions to a Broker for execution we take reasonable steps to use a Broker whose stated execution policy is to obtain the best possible result. We have implemented a policy that identifies the factors involved with the transmission and execution of client instructions by the Broker receiving these instructions from us. 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.

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

(t) By completing the instruction to sell you confirm that any Securities and any sale proceeds may be used as security for the Costs 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 the Costs or any other costs or expenses which we incur to offset monies due to you against monies due from you and to sell or otherwise dispose of any Securities which we may hold on your behalf (whether pursuant to the IPO Share Account Service 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.

## **13. Data Protection Notice**

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

- to any person if that person has legal or regulatory powers over us;
- to the Broker or any other person or body in order to facilitate the provision of the Service; and
- to the Global Payment Service Provider, in order to facilitate the provision of the Global Payment Services.

(b) By signing up to the terms and conditions of the Service you consent to the transfer of your personal data outside the European Economic Area to our group companies or other agents who we may use to provide the Service.

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

## **14. Complaints and Compensation**

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

(b) Computershare Investor Services PLC is covered by the FSCS and you may be entitled to compensation if Computershare Investor Services PLC 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

# TERMS AND CONDITIONS FOR THE NIL PAID RIGHTS EXERCISE AND DEALING FACILITY FOR PARTICIPANTS IN THE COMPUTERSHARE IPO SHARE ACCOUNT SERVICE

These terms and conditions form a legally binding agreement between you and us. This nil paid rights exercise and dealing facility (the "Service") is provided by Computershare Investor Services PLC to participants who hold Shares in the Computershare IPO Share Account Service. It is your sole responsibility to inform yourself about and observe any applicable tax and legal requirements as they relate to you personally. Where these terms and conditions have been received in a country where the provision 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. When selling Rights on your behalf, we will do so on an execution-only basis. This means that we do not and will not provide you with any investment advice. You should ensure that the Service meets your own requirements. If you are in any doubt you should seek independent professional advice before taking any action. Please note that the value of Rights and the value of Shares and the income from them may go down as well as up, which may result in you receiving less than you originally invested. The price of Rights and Shares may fluctuate in the period between you submitting your sale instruction and it being executed. Historical performances are no indicators for future performances. We cannot provide you with any advice on the suitability or otherwise of the sale transaction to your personal circumstances or any associated tax liability. Neither the Service nor these terms and conditions constitute an invitation or recommendation to sell, transfer or hold Rights or Shares.

## 1. Definitions

"**Broker**" means the broker or Market Maker which we use from time to time in order to execute your instructions;  
"**Business Day**" means any day on which the London Stock Exchange ("LSE") is open for business;  
"**Company**" means the company whose shares are held on your behalf through the IPO Share Account Service;  
"**Company Group**" shall have the same meaning as in the Terms and Conditions of the Computershare IPO Share Account Service;  
"**Costs**" means our fees, commission or other charges payable on the sale of your Rights as set out in Clause 7;  
"**Exercise**" means taking up the Rights to subscribe in Shares at the Exercise Price;  
"**Exercise Costs**" means the number of Shares in respect of which Rights are being exercised multiplied by the Exercise Price;  
"**Exercise Price**" means the price at which the Shares may be acquired pursuant to the Rights being [INSERT EXERCISE PRICE] pence per Share;  
"**FCA**" means the Financial Conduct Authority;  
"**FSA 2012**" means the UK Financial Services Act 2012 as amended or replaced and any regulations made thereunder;  
"**FSCS**" means the Financial Services Compensation Scheme;  
"**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;  
"**Nil Paid Rights**" (ISIN:[INSERT ISIN]) means rights to subscribe for Shares;  
"**Retail Client**" means someone who is not a financial services professional. Retail Clients are offered the full protection of the FCA rules;  
"**Rights**" means Nil Paid Rights. You are being offered Nil Paid Rights in respect of [INSERT NUMBER OF SHARES DUE] Shares for each [INSERT NUMBER OF SHARES HELD] Shares held by us on your behalf in the IPO Share Account Service at the record date of [INSERT RECORD DATE];  
"**Sell to Cover**" means the selling of sufficient of your Rights to generate enough sale proceeds to cover Costs and Exercise Costs in order to Exercise as many of your applicable remaining Rights as possible;  
"**Service**" means this exercise and dealing facility provided by Computershare Investor Services PLC;  
"**Shares**" means the shares in the Company held on your behalf through the IPO Share Account Service;  
"**Tax**" means any tax and/or social security contribution (or equivalent) which may be levied on the sale and/or Exercise of your Rights pursuant to the Service;  
"**Terms and Conditions of the Computershare IPO Share Account Service**" means the terms and conditions governing your participation in the IPO Share Account Service;  
"**us**" or "**we**" means Computershare Investor Services PLC;  
"**IPO Share Account Service**" means the nominee service which we provide the provision of which is governed by the Terms and Conditions of the Computershare IPO Share Account Service;  
"**you**" means the person holding an interest in the Shares.

## 2. Cashless take-up – Sell to Cover

(a) By agreeing to the Terms and Conditions of the Computershare IPO Share Account Service you have instructed us to effect a Sell to Cover.  
(b) In the event you do not hold sufficient Rights to generate sufficient funds to effect a Sell to Cover, a Sell to Cover pursuant to this Clause 2 will not be effected and all of your Rights will be dealt with in accordance with Clause 3.  
(c) 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.  
(d) 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.

## 3. Lapse your Rights

(a) 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  
(b) Where no action is taken, the Company has made 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.

## 4. How and when we will carry out your sale instructions

(a) Subject to Clause 6(b) below, we will aim to instruct the Broker to execute the sale of your Rights on your behalf on [INSERT SALE DATE].  
(b) We are irrevocably and unconditionally appointed to act as your agent when we Exercise and/or undertake a sale of your Rights and by instructing us to do so 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.  
(c) By instructing us to sell your Rights on your behalf 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 Rights.  
(d) We will sell your Rights in accordance with the instructions given by you via the Terms and Conditions of the Computershare IPO Share Account Service.  
(e) 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.  
(f) 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 one Business Day of receipt.  
(g) We may aggregate your order with instructions we receive from other clients using the 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.  
(h) 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.  
(i) We and the Broker are required to obtain the best price reasonably available at the time the sale is executed. Accordingly we and/or the Broker may delay the execution of all or part of the order until the next Business Day or number of subsequent Business Days if we believe, acting reasonably, that it is in your best interest to do so.  
(j) When receiving and transmitting your instruction to a Broker for execution we take reasonable steps to select a Broker who will determine the best possible result in terms of total consideration. The Broker is required, prior to executing the instruction, to consider factors such as the prevailing stock price and costs but may also consider further factors such as the likelihood of execution, size of instruction, nature of stock, speed of settlement and execution venue.  
(k) 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 LSE). 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 Service you consent to us transmitting the instruction on the basis that the Broker may use a venue that is not a regulated market or a multilateral trading facility.**  
(l) You agree that any instruction to sell your Rights will not be processed in the event of a suspension or halt of trading in the Rights. 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.

## 5. Sale Proceeds and Payment Methods

(a) We will remit any residual sale proceeds to you in the form of a sterling cheque to your address as it appears on our records after deduction of any applicable Costs and Exercise Costs.  
(b) The sale proceeds will be held in a non-interest bearing designated client money bank account until such time as your sterling cheque is cashed.  
(c) We will usually receive the sale proceeds payable on the sale of your Rights from the Broker on the settlement date. The settlement date will normally be three Business Days following the date of the trade. We are not obliged to make any payment to you until we have received the sale proceeds from the Broker.  
(d) We will not accept (and you should not give) any instructions to make payment to anyone other than you.  
(e) We will not take into account any Tax for which you may be liable. It is your sole responsibility to report, and if applicable, pay any such Tax.

## 6. Acknowledgments and Rejections

(a) We will not acknowledge receipt of your instruction.  
(b) **We reserve the right not to accept and consequently not to act upon any particular instruction from you 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 the obtaining of evidence of identity to comply with money laundering regulations) or to investigate any concerns we may have about the validity of, or any other matter relating to, your instruction. We will notify you in writing as soon as reasonably practicable if we decide not to accept a particular instruction.**

## 7. Our Fees

(a) The dealing fee in respect of each sale of Rights executed as a result of your instructions has been made available to you. In addition details of the fee are always available upon request from Computershare.  
(b) We and/or the Broker are entitled to deduct the Costs from your sale proceeds.  
(c) No UK Value Added Tax is currently payable in respect of our Costs. Should the UK Value Added Tax rules change in future, such tax 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) If we carry out any other services or provide you with any other information which is not mentioned in these terms and conditions, then we may write and ask you to pay for that service or information.  
(f) We may share a portion of the dealing fee referred to in Clause 7(a) above with the Broker.

## 8. Liability

(a) Save to the extent expressly stated to the contrary in these terms and conditions, we will take reasonable care in operating the Service and will be responsible to you for any losses or expenses (including loss of Rights or Shares) suffered or incurred by you which are a foreseeable consequence of our breach of these terms and conditions, negligence, wilful default or fraud.  
(b) **We do not accept liability for any losses or expenses suffered or incurred by you which are not a foreseeable consequence of our breach of these terms and conditions, negligence or wilful default.**  
(c) **We do not accept liability for any losses or expenses suffered or incurred by you which does not arise as a result of our breach of these terms and conditions, negligence, wilful default or fraud.**  
(d) **We shall not be responsible for losses that result from our failure to comply with these terms and conditions which fall into the following categories:**

- loss of income or revenue;
- loss of business;
- loss of profit arising in the course of business;
- loss of opportunity;
- loss of goodwill;
- loss of anticipated savings;
- loss of data; or
- any waste of time.

(e) Nothing in these terms and conditions excludes or limits in any way our liability for:

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

(f) **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.**  
(g) **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:**

- the Company;
- any member of the Company Group;
- the Broker;
- the Company's registrar (where we are not appointed as such); or
- the underwriter of the rights issue.

(h) 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(a) below.  
(i) Nothing in these terms and conditions restricts any rights you may have under the rules of the FCA or under FSA 2012.

- (j) **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.**
- (k) **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.**
- (l) You should be aware that from time to time the Service may not be available due to planned maintenance.

#### **9. Contacting each other**

- (a) All notices and other communications should either be submitted via email to [petsathome@computershare.co.uk](mailto:petsathome@computershare.co.uk) or be addressed in writing to Computershare Plan Managers, Bridgwater Road, Bristol BS99 6AP, United Kingdom. We can also be contacted by telephone on 0870 7071690 (operating hours [in respect of both helplines] are 08:30 to 17:30 (UK time) on Business Days).
- (b) If you are resident in the UK, all 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. We will send all email responses to your email address as it appears on our records.
- (c) Computershare Investor Services PLC provides its contractual terms in English and will only communicate with you in English during the provision of the 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 Service.

#### **10. General**

- (a) The decision to Exercise and/or sell your Rights is solely your responsibility.
- (b) Both Right and Share values may go down as well as up and may result in you not receiving back the full amount in IPO. Historical performances are no indicators for future performances.
- (c) The price of Rights and Shares may fluctuate in the period between you submitting your sale instruction and it being executed. If, as a result of market fluctuations, insufficient funds are realised from the sale of your Rights to cover any Costs, it will be necessary for us to contact you to recover the shortfall.
- (d) You may not specify the price or the minimum price at which Shares are to be sold for you.
- (e) We and/or the Broker are entitled to deduct the Costs from your sale proceeds.
- (f) You may not cancel or amend your instruction to effect a Sell to Cover. Your instruction is irrevocable.
- (g) We may employ agents on such terms as we deem fit and can delegate any function or responsibilities that we may have under these terms and conditions. We will satisfy ourselves that any person to whom we delegate any functions or responsibilities is competent to carry out those functions or responsibilities.
- (h) Where the Broker effects the sale of Rights on your behalf pursuant to the 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 Rights. Your advice note will be sent to your address as held on our records. The advice note will detail the number of Rights sold on your behalf and all applicable Costs.
- (i) We will not do anything which in our reasonable opinion would or might break any relevant laws, rules, regulations or codes or risk exposing us to criticism for behaving improperly or not acting in accordance with good market practice.
- (j) All client money we hold on your behalf as a consequence of administering the Service is maintained in a designated client money account at a UK approved bank. This means your money is segregated and maintained in accordance with the requirements of the FCA rules. If we or the bank became insolvent your money would remain protected in accordance with the prevailing terms of the FSCS. We will not pay interest on monies held in this account.
- (k) Cash fractions arising in respect of money due to you are rounded down to the nearest penny sterling and the Costs payable will be charged at the prevailing rate against each individual sale instruction rounded up to the nearest penny sterling and in each case the difference will be kept for our own benefit.
- (l) We reserve the right to change these terms and conditions from time to time provided that if such change would be materially detrimental to you, we will give you not less than twenty Business Days' written notice before such change becomes effective.
- (m) These terms and conditions are governed by and shall be construed in accordance with the law of England and Wales. Computershare Investor Services PLC has applied the same laws in its marketing of, and arrangements for you to use, the Service.
- (n) We may choose to withdraw the 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 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 Service being withdrawn will be completed.

- (o) For the purpose of offering the Service, you will be categorised as a Retail Client.
- (p) In the provision of the Service we are not required to assess the suitability of any investment or the service offered. You will not benefit from the protection of the FCA rules on assessing suitability.
- (q) We, any Broker and our agents 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 Service. We manage those conflicts of interest of which we are aware, and monitor the effectiveness of our policies and procedures on a regular basis. We make every effort to disclose our interests and those of our employees where it is suspected that a conflict of interest may arise. In accordance with our regulatory responsibility on this matter we operate a documented policy that details our obligations 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, United Kingdom.
- (r) When transmitting your instructions to a Broker for execution we take reasonable steps to use a Broker whose stated execution policy is to obtain the best possible result. We have implemented a policy that identifies the factors involved with transmission and execution of client instructions by the Broker receiving these instructions from us. A full copy of the order handling policy is available upon a written request made to Computershare Investor Services PLC, Computershare Dealing Team, The Pavilions, Bridgwater Road, Bristol BS99 6AL, United Kingdom.
- (s) The parties to this agreement are you and us (the "**parties**"). The parties do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
- (t) By completing the instruction to sell you hereby confirm that any Rights and Shares and any sale proceeds may be used as security for the Costs 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 the Costs or any other costs or expenses which we incur to offset monies due to you against monies due from you and to sell or otherwise dispose of any Rights and/or Shares which we may hold on your behalf (whether pursuant to the IPO Share Account Service 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.

#### **11. Data Protection Notice**

- (a) Any personal data that we obtain from you in providing the Service will be held by us in accordance with the relevant legislation. We will only hold, use or otherwise process such of your personal data as is necessary to provide you with the Service. Your details will only be disclosed in accordance with the principles set out in the UK Data Protection Act 1998:
- to any person if that person has legal or regulatory powers over us; and
  - to any person or body (including the Broker) in order to facilitate the provision of the Service.
- (b) We may use our group companies or other agents in countries outside the European Economic Area to provide the Service and may provide your personal data to them provided that we are satisfied that the same standards of protection of personal data have been applied either by contract or law.
- (c) You have a right to request to view the personal data that we hold on you. We may charge you a small fee for providing you access to this information.

#### **12. Complaints and Compensation**

- (a) 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 our complaints procedure please write to us at Computershare Investor Services PLC, Shareholder Relations, The Pavilions, Bridgwater Road, Bristol BS13 8AE, United Kingdom. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service details of which are available on request.
- (b) Computershare Investor Services PLC is covered by the FSCS and you may be entitled to compensation if Computershare Investor Services PLC 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 on request.