

## **TDW TELEPHONE DEALING SERVICE**

### **Standard Life plc**

For the purposes of this Service your contract and legal relationship is with us and we will treat you as a Retail Client. We will provide this telephone dealing Service to you if you are a shareholder holding shares in a company for which we act as registrar and if you are an individual aged 18 years and over.

If you are resident in, or a citizen of, a jurisdiction outside the United Kingdom or Ireland and wish to use this Service, it is your responsibility to inform yourself about and observe any applicable legal requirements. You may verify your eligibility over the phone. You may use this Service to sell your shares if you hold a share certificate in respect of your holding or shares in an Issuer Sponsored Computershare Nominee Account. Single and Joint Accounts are permitted.

This Service is offered on an execution only basis. You should ensure it meets your own requirements. These terms and conditions do not constitute a recommendation to buy, sell or hold shares. If you are unsure of what action to take you should seek independent professional advice. Please note that 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.

#### **Definitions**

'At Best' means our standard trade type whereby the Broker will normally check the current market price and place the deal whilst you are on the telephone in accordance with our Best Execution Policy. On some occasions the Broker may not be able to place the instruction immediately. In the event of the latter the Broker will be unable to confirm the deal on the telephone. As market prices can change at any time, it is possible the relevant share price could have gone up or down since the price was quoted to you.

'Best Execution Obligation' means our commitment to take all reasonable steps to obtain the best possible result taking into account the execution factors, (as defined in our Best Execution Policy).

'Best Execution Policy' means our policy document that sets out all relevant factors for how we will execute your instruction to which we require your prior consent as set out in the terms and conditions of the Service.

'Retail Client' means a client who is not a financial services professional. Retail Clients are offered the full protection of the FSA rules

'Broker' means TD Waterhouse Investor Services (Europe) Limited which we use to buy or sell shares in connection with this Service;

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

'Execution Venue(s)' means a Regulated Market, a Multilateral Trading Facility, a firm that executes orders off its own book, a market maker, or other liquidity provider or any entity outside the European Economic Area which performs a similar function to any of these.

'FSA' means the Financial Services Authority;

'Service' means the telephone dealing Service as defined in these terms and conditions.

'Issuer Sponsored Computershare Nominee Account' means an uncertificated shareholder account where the shares are held in the name of Computershare Company Nominees Limited;

'us/we' means Computershare Investor Services PLC a company registered in England and Wales whose registered details appear at the bottom of this page.

'you/your' means the shareholder (or person authorised to act on their behalf).

#### **Customer Disclosure**

In accordance with the regulatory requirements we have implemented the Best Execution Policy that details the arrangements we take to ensure you receive the best possible result taking into consideration all the execution factors.

The Best Execution Policy sets out these factors and includes detail on our execution criteria, Execution Venues to be used and our approach to the different types of client instructions we can receive. It is intended that this information will enable you to make an informed choice about the nature of this Service.

It is a condition of this Service that you will provide us with your consent to the Best Execution Policy and agree to be bound by these terms and conditions.

#### **How to use the Service**

When you telephone us on our dedicated share dealing Service number, we will ask you to tell us what deal you want to place. We will repeat your instructions back to you. If you do not think that those instructions are correct you must tell us and ask us to make any changes you require. If you do not make any changes, then we will execute the instructions on the basis of the last set of instructions repeated back to you. This will apply whether you confirm that the instructions are correct or remain silent. Once we have accepted instructions to buy or sell shares on your behalf that instruction is irrevocable. You may not subsequently change or revoke your instructions.

#### **How and when we will buy or sell your shares**

If you place an At Best instruction we (or the Broker on our behalf) will normally check the market price and place the deal when you are on the telephone.

Sometimes however it may be necessary to delay the placement of your deal. If this happens we may not be able to confirm the deal on the telephone. The market price for shares can change at any time and it may be possible that the price at which your shares are bought or sold is higher or lower than the price originally quoted to you on the telephone.

We will not accept a purchase instruction for any transaction with a total value including all charges and tax in excess of £25,000 or €35,000.

In accordance with our Best Execution Obligation, we may consider at our discretion that it is in your best interests for the trade to be executed outside regulated market or multilateral trading facility. Your express prior consent is required as part of the terms and conditions of this Service.

We will arrange for the Broker to send you a contract note for all executed dealing instructions placed through this Service, by no later than the Business Day, following the Business Day upon which the trade is executed. If there are any details with which you disagree or are unsure you must contact us immediately on the number appearing on the contract note.

The contract note will show the date on which your transaction is due to settle. If you are a certificated shareholder the settlement period using this Service is T+10; that is, the transaction will normally settle 10 Business Days after the date on which the trade was dealt. If you are a shareholder of shares held in an Issuer Sponsored Computershare Nominee Account, the settlement period for using this Service is T+3 for sales and T+10 for purchases; that is, the transaction will normally settle 3 Business Days after the date on which the trade was dealt for sales and 10 Business Days for purchases.

All deals will be placed on an individual basis. You will not be permitted to batch together a number of sale or purchase instructions.

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

### **Selling your shares**

When you give us an instruction to sell your shares you represent to us that you own the shares or have the right to sell them and that no other person has any rights, interests or charges in or over your shares. You also represent that you have not instructed any other stockbroker or dealing service to sell those shares.

If you have lost or mislaid your certificate you cannot use this Service until you have obtained a letter of indemnity or a duplicate share certificate.

If you instruct us to sell shares with a value greater than £50,000 or €60,000 your deal may be delayed whilst the Broker obtains permission from us to execute the trade.

The Broker will endeavour to obtain permission for the trade to be executed whilst you are on the phone.

We will execute your trade in sterling (GBP).

For some shares you may elect to receive settlement in euro. If so, we will execute your trade in GBP and apply an exchange rate to convert the gross consideration into euro. We will then apply any applicable charges in euro, and your net contract total (i.e. the amount you will receive) will also be in euro.

The foreign exchange rate for all currency conversion is based on the mid-market exchange rate, to which the Broker will apply a spread of up to +/- 1.5% applied at the trade date. The exchange rate used will be provided to you at the time of the trade, and in placing your order you also accept that exchange rate. The exchange rate that applies to your instruction will be the one applicable at the time the trade is executed.

You are required to send your share certificate and any transfer form together with any applicable documentation (for example a marriage certificate or power of attorney) to the address appearing on the contract note, so that it reaches us at least 4 Business Days before the settlement date.

If we do not receive your share certificate, a valid signed transfer form or a Letter of Indemnity within this time limit an additional charge of £40 (or €56 where applicable) will be payable. We will try to contact you to establish why this documentation has not been received, but reserve the right to buy back the shares on your behalf at 2% commission subject to a minimum charge of £40 (or €56 where applicable).

If settlement is delayed or cancelled as a result of late delivery by you of the necessary documentation you will be required to pay any additional costs (including any increase in the value of the shares between the shares being sold and then repurchased), which are incurred by us or by the Broker on our behalf.

Provided that we have received and accepted your share certificate and any transfer forms at least 4 Business Days before settlement, you will be sent your sale proceeds by cheque net of any tax, fees and commission payable on the transaction on or about the day of settlement of the sale.

If we receive your documentation later than 4 Business Days before the settlement day, your cheque may be despatched later than settlement day.

The cheque will be made payable to the registered holder of the shares. We will not accept any instructions to make cheques payable to anyone other than the persons whose name appears on the register. Neither we, nor the Brokers who may be acting on our behalf

will make any payment to you until funds have been received from the requisite parties.

If you receive a benefit (e.g. a dividend), which relates to shares you have sold, you may have to account for this benefit to the new owner of the shares. We will contact you if we are aware that this is necessary. 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.

### **Buying shares**

In order to ensure that cleared funds are available to permit settlement of your trade, you must send a cheque for the sum stated on the contract note, to the address appearing on the contract note, to arrive at that address no later than 4 Business Days before the settlement date. An additional charge of £40 (or €56 where applicable) is payable if the cheque is not received within this time limit or if for any reason the cheque is unable to be cleared upon first presentation, for example (without limitation) if they are misdated or unsigned, or the words and figures differ.

You can only request to invest a maximum of £25,000 or €35,000.

Your cheque must be drawn on an account of a UK or Irish bank or building society in your name. If the cheque is from a building society, the building society must stamp and endorse the cheque to show the name of the account from which the funds were drawn. Cheques should be made payable to the payee appearing on the contract note and crossed A/C Payee. You represent to us that your cheque will be honoured on first presentation. We cannot accept cheques in the name of anybody who is not to be registered as the holder of the shares.

If we do not receive your cheque by 4 Business Days before the settlement date we will try to contact you to establish why it has not been received, but reserve the right to sell the shares bought on your behalf at the prevailing market rate and charging you commission thereon at 2% subject to a minimum charge of £40 (or €56 where applicable). In addition you will be required to pay any additional costs, (including any loss in the value of the shares between the shares being bought and then resold) which are incurred by us or by the Broker on our behalf.

The money, which you send to us, is used to cover the purchase price of the shares any stamp duty and/or stamp duty reserve tax and PTM levy.

If you buy the shares using this Service and you do not receive a benefit relating to those shares to which you are entitled we may instruct the Broker to claim that benefit for you.

### **General provisions**

If you fail to make a payment in full on or before the due date for payment we may immediately cancel,

terminate and/or suspend any contract with you without having any resulting liability to you.

We and/or the Broker may make other member firms of the LSE (or other relevant exchanges), other financial institutions and credit reference agencies aware of your identity and your payment record. Please note that this may affect your future ability to gain credit or to use a similar dealing service.

We may choose not to act on any particular sale or purchase instruction. We will notify you immediately as soon as we decide not to accept a particular instruction.

We reserve the right to take legal action against you in the recovery of a debt. You agree that you will be liable for all relevant costs and legal expenses incurred by us in the recovery of that debt.

The date upon which you become entitled or lose your entitlement to any benefit is established by the date on which the shares are traded on the relevant exchange, not the date upon which the transfer is registered by the relevant registrar.

If you are sending an instruction under a power of attorney or a grant of probate you should indicate this fact and enclose the original power of attorney or grant of probate or a copy certified by a solicitor or public notary, which will be inspected and returned to you. A charge of £45 or €60 is made for the additional administration required to process transactions with powers of attorneys or grants of probate.

We may aggregate your instructions with instructions we receive from other clients using this Service. The Broker may also aggregate the instructions we provide to it with instructions from its other clients. We will tell you at the time at which your instruction is taken if we intend to aggregate your instruction. This may result in a more or less favourable price than if your instruction had been executed separately. If the Broker executes a number of instructions for us on a particular day then the price obtained for all the instructions may be averaged if different instructions were dealt at different prices.

We reserve the right to charge interest at Bank of England base rate plus 15% p.a. on any sums overdue from you. 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.

### **Liability**

We will take reasonable care in operating the Service, and will be responsible to you for any losses or expenses (including loss of shares) suffered or incurred by you as a direct result of our negligence, wilful default or fraud. We do not accept liability for any indirect or consequential loss suffered by you or for any loss, which does not arise as a result of our negligence, wilful default or fraud. We cannot take any responsibility for any fluctuation in the value of shares arising if execution

of a trade is delayed as a result of a halt in trading on the relevant exchange.

Nothing in these terms and conditions restricts any rights you may have under the rules of the FSA or under the Financial Services and Markets Act 2000.

### **Commission and other charges**

Details of the commission payable will be given when your instruction is placed, commission and charges will be confirmed on your contract note. We reserve the right to amend such charges from time to time. Details of any updated charges are available on our web-site at [www.computershare.co.uk](http://www.computershare.co.uk)

We may share our commission/charges with the Broker and other third parties. Details of charges shared are available upon request.

The provision of duplicate information, including contract notes, will result in an administration fee.

In the event any complaint made by you is unfounded, we will charge you £40 or €56 for copies of telephone call records you requested.

At our discretion we may provide a telegraphic transfer of you proceeds for a fee of £25 or €35.

### **Contacting each other**

All notices and other communications which you send us should be addressed to Computershare Investor Services PLC, PO Box 1169, Bristol BS99 2PJ.

Any queries regarding the progress of your sale or purchase should in the first instance be sent to the address appearing on the contract note.

If you are a registered shareholder we send all documents and cheques to the address, which appears for you on the register.

Any documents or cheques sent by or to you will be sent at your risk and we accept no liability for your documents before they have been received by us or after dispatch of any document or cheque to you.

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

### **General**

We reserve the right not to do, or refrain from doing, anything which would, or might in our judgement, 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.

By entering into a deal with us, you warrant that you will not take part in any activity which may be construed as market abuse as defined by the FSMA.

We may rely on any communication which we reasonably believe to have been made by you or on your behalf. You will be bound by any transaction and/or service entered into and or expenses incurred on your behalf in reliance of such a communication.

All client money we hold on your behalf as a consequence of administering this Service is maintained in a designated client money account at National Westminster Bank Plc, a UK approved bank. This means your money is segregated and protected in accordance with the requirements of the FSA Rules. If we or National Westminster Bank Plc became insolvent your money would be protected to an extent under the Rules. We will not pay interest on this account.

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

We and the Broker may effect transactions notwithstanding that they have a direct or indirect material interest or a relationship of any description with another party which may involve a conflict with its duty to participants under the 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 the interests of us and our employees where it is suspected that a conflict of interest may arise. In accordance with our regulatory responsibility on this matter we operate a documented policy that details our obligations if such events arise. Full details are available upon a written request to: Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6AL

Any tax or commission which may be payable on aggregated sales or purchases is charged at the prevailing rate against each individual sale or purchase instruction rounded up to the nearest penny. We keep the difference for our own benefit.

If as a result of an administrative error we pay you more than the correct amount of money or send you a certificate for more shares than you are entitled to you must return such extra funds and/or share certificate to us forthwith in order that the position can be rectified.

We reserve the right to change these terms and conditions from time to time provided at our discretion.

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

### **Data Protection Notice**

Information given to us will be used to maintain the accuracy of our records, to verify and assess the financial standing of customers and to assist in us providing a high level of service. Any personal data that we obtain from you in providing this Service will be held by us in accordance with the relevant legislation. We will only hold use or otherwise process such of your personal data as is necessary to provide you with the Service and keep you informed by mail, subsequent to any dealing transaction, or other services which may be of interest to you by Computershare itself or its subsidiaries or their agents in providing the Service.

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If you would prefer not to receive direct marketing information, please advise us or the respective service provider immediately in writing of your further instruction to amend our records accordingly.

Your details will only be disclosed in accordance with the principles set out in the Data Protection Act 1998:

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

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

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.

Telephone calls may be recorded for training purposes and also used as evidence in the event of any dispute.

### **Complaints**

The Service provider has procedures to help resolve all complaints from customers effectively, if applicable a copy of which can be provided on request. The Service provider is authorised and regulated by the Financial Services Authority.

If you have any complaints about the Service provided to you, you should write to us at Computershare Telephone Share Dealing Service, Exchange Court, Duncombe Street, Leeds, LS1 4AX. The Service provider is also a member of the Financial Ombudsman Service, and therefore any complaints made about the Service may be referred to the Financial Ombudsman Service.

Computershare Investor Services plc is covered by the UK Financial Services Compensation Scheme and you may be entitled to compensation if Computershare Investor Services plc cannot meet its obligations. Most types of investment business are covered for 100% of the first £30,000 and 90% of the next £20,000 so the maximum compensation is £48,000 per claim. Further details of this scheme are available on request