

Terms and Conditions for Electronic Proxy Appointment

THESE TERMS AND CONDITIONS ARE LEGALLY BINDING.

PLEASE READ THEM CAREFULLY.

1. Definitions

In these terms and conditions the following words and phrases have a special meaning:

Company means the company or corporation in which you hold Shares and in respect of which you are requesting this Service.

Computershare means Computershare Investor Services PLC, registered in England and Wales with company number 3498808, whose registered office is at The Pavilions, Bridgwater Road, Bristol, BS13 8AE, acting as registrar for and on behalf of the Company.

Electronic Proxy Form means the proxy form made available to you via the Internet as part of the Service.

Electronic Signature has the meaning assigned to it in the Electronic Communications Act.

Hacking means accessing the System with a dishonest purpose, attempting to access the System for a dishonest purpose, damaging or interfering with the System, or unauthorised access to the System.

Meeting means the meeting of Shareholders of the Company and in respect of which you wish to appoint a proxy to vote on your behalf.

Notice means the notice of the Meeting sent to you by the Company.

Proxy Form means the hard copy proxy form sent to you by the Company with the Notice.

Resolution(s) means the resolution(s) as set out in the Notice.

Service means the service provided by Computershare on behalf of the Company to enable you to appoint a proxy electronically.

Share means share in the capital of a company and includes stock.

Shareholder means a person who owns Shares as a member of a company and includes stockholder.

System means the computer system used by Computershare to provide the Service including any computer system which hosts any document which is referred to in any communication issued as part of the Service.

you (or your) means you, the person (or in the case of joint holdings, the persons) holding Shares in the Company or otherwise acting under authority from the Shareholder(s) (or stockholder(s)) and who wish(es) to use the Service.

2. General

2.1 By virtue of The Companies Act 2006 and The Electronic Communications Act, Shareholders of the Company may appoint a proxy electronically. In accordance with section 333 of the Companies Act 2006 Computershare and the Company agrees that any document or information relating to proxies for the Meeting may be sent in electronic form to the address notified to you on the Electronic Proxy Form in accordance with the terms and conditions contained herein.

2.2 In order for the Company or Computershare, as the case may be, to communicate electronically with you in this manner (or for such other purposes as may from time to time be provided by law), you are required to provide the Company and Computershare with certain consents, confirmations and undertakings (as set out in Clause 3 of these terms and conditions). These consents, confirmations and undertakings shall remain in full force and effect and shall be conclusively binding upon you in favour of Computershare and the Company until receipt by them of actual written notice of revocation thereof.

3. Confirmations and Undertakings

In accepting these terms and conditions, you will be deemed to have given the following consents, confirmations and undertakings to the Company and Computershare:

- (a) You are a Shareholder in the Company or are otherwise duly authorised to submit the Electronic Proxy Form on behalf of such Shareholder;
- (b) If your shareholding is a joint holding, that you are the first named Shareholder and that you have obtained the consent of all other joint holders to participate in the Service and to execute the Electronic Proxy Form on their behalf;
- (c) You have read and understood these terms and conditions and you agree to be bound by them;
- (d) You are either resident in, or a citizen of, the United Kingdom or have otherwise complied with all applicable legal requirements in any other jurisdiction necessary for you to lawfully make use of the Service;
- (e) You agree to use this Service only for lawful purposes and you will be liable to Computershare and/or the Company for any loss or damage suffered as a result of you using the Service for unlawful purposes or as a result of any Hacking carried out by you or carried out through your computer terminal;
- (f) You acknowledge that you are not obliged to accept or use this Service and that at any time you can choose to revoke your use of the Service by notifying Computershare in writing;
- (g) You acknowledge that Computershare may transfer your personal data to countries outside the EEA in accordance with Clause 9; and

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

(h) You hereby authorise and consent to the disclosure by the Company to Computershare (and any disclosee referred to below) and the processing by Computershare of any details and information, including all personal data which is required by Computershare (or any disclosee referred to below) for use in connection with electronic communications with Shareholders. This authority and consent extends to any third party or agent (each a "disclosee") utilised for the purposes of or in connection with maintaining, processing, administering or managing electronic communications, whether or not within the European Economic Area. The foregoing authority and consent to process and disclose personal data constitutes a consent for the purposes of the Data Protection Act 1988, as amended, or any European Union regulation or directive.

4. Accessing the Service

You are responsible for the maintenance of your computer system and for ensuring you can appoint a proxy in this way. You are also responsible for ensuring all Electronic Proxy Forms submitted by you to Computershare are free from viruses or defects. If an Electronic Proxy Form submitted by you is found to contain a virus, it will not be accepted by Computershare or the Company, save in their absolute discretion.

5. Electronic Proxy Appointment

5.1 If you are a body corporate, the Electronic Proxy Form may be executed by a duly authorised officer or attorney in the manner described below, but may not be executed under your common seal.

5.2 An individual, or an individual officer or attorney duly authorised to execute for and on behalf of a body corporate, must execute the Electronic Proxy Form where indicated by using an Electronic Signature in accordance with Section 7 of the Electronic Communications Act.

5.3 In completing the Electronic Proxy Form, you must insert the name of your appointee, and date same.

5.4 The Electronic Proxy Form will provide you with options in terms of directing your proxy, which options may include:- Selecting "For" as a direction to vote in favour of the Resolution; selecting "Against" as a direction to vote against the Resolution; selecting "Discretionary" as a direction to your proxy to use his or her discretion in deciding how to vote in respect of the Resolution; and selecting "Vote Withheld" as a direction to the proxy not to vote in respect of the Resolution.

5.5 An Electronic Proxy Form shall only be valid if it is correctly completed, executed and sent to and received by electronic means at the address specified in such proxy form and by the date and time specified in such proxy form. Proxy appointments may, however, be subject to verification on such terms and conditions as the Company or Computershare may consider appropriate. If verification and execution is not completed to its satisfaction, each of the Company and Computershare reserves the right to treat any such appointment of proxy as invalid.

5.6 If you are acting under a power of attorney or other authority from the Shareholder then by using the Service, you are confirming that you hold a valid power of attorney or other authority from the Shareholder and acknowledge that it is your responsibility to provide a certified copy of the power of attorney or other authority to Computershare on request. If you fail to do this, then the appointment of the proxy may be invalid.

5.7 In the event of more than one proxy appointment being made (whether by use of the Proxy Form or the Electronic Proxy Form (each a "relevant proxy form")) then the last relevant proxy form received at the address specified in such relevant proxy form shall override all previous appointments unless the Proxy Form indicates otherwise.

5.8 In the event of any inconsistency between the Articles of Association of the Company and these terms and conditions, the Articles of Association shall prevail.

6. Security and Confidentiality

6.1 Communications via the Internet are not necessarily secure and there is always a risk of interception, tampering or a delay in transmission. In using the Service, you acknowledge that these risks exist and that confidentiality or receipt of communications within a given period of time cannot always be assured.

6.2 Neither the Company nor Computershare accepts any responsibility for any interception or tampering, loss of confidentiality, delay or delivery failure which may take place or for any losses, claims, damages or expenses which may be suffered or incurred by you as a result of any such interception, tampering, delay or delivery failure.

7. Liability

7.1 Neither Computershare nor the Company shall be liable to you for any loss or damage you may suffer or incur as a result of your use of the Service, or from Hacking, unless such loss or damage results directly from the fraud, wilful default or negligence of Computershare or the Company.

7.2 You shall not be liable to Computershare or the Company for any loss or damage which they may suffer or incur as a result of your use of the Service, or from Hacking, unless such loss or damage results directly from a breach of these terms and conditions, fraud, wilful default or negligence on your part.

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7.3 Nothing in these terms and conditions shall be construed as excluding liability for death or personal injury resulting from any act or omission of Computershare, the Company or you.

8. Scheduled Downtime

You should be aware that from time to time the Service may not be available where Computershare implements any updates, upgrades, scheduled maintenance or other alteration to the Service ("**Scheduled Downtime**") which Computershare may in its absolute discretion deem necessary in connection with the Service. Computershare accepts no responsibility for, and shall not be held liable in respect of, any inability to use, or for any other interruption or non-availability of, the Service during the Scheduled Downtime.

9. Disruption to the Service

Each of Computershare and the Company aims to provide the Service in an uninterrupted manner. However, neither the Company nor Computershare shall be responsible if, for reasons beyond the control of either the Company or Computershare, the Service cannot be provided or the delivery of electronic communication fails.

10. Data Protection

Each of Computershare and the Company shall comply with its obligations under the Data Protection Act 1988 and the European Communities (Data Protection) Regulations, 2001 (as may from time to time be amended, replaced, supplemented, re-enacted) and all applicable data protection legislation in respect of the information each may hold about you. The information provided by you on registering for this Service shall be used to provide this Service to you including sending you surveys and emails about the Service. If the Company proposes to use such information for any purpose other than the provision of the Service, your consent will first be requested. For the provision of the Service, Computershare may transfer your personal data to third parties or countries outside the EEA, provided always that in the reasonable opinion of Computershare, which opinion is subject always to any Community findings (as such term is defined in Regulation 5 of the European Communities (Data Protection) Regulations, 2001 (the "Regulations")), the relevant third parties or countries meet the safeguard provisions set out in Regulation 5 of the Regulations.

11. Validity

11.1 In the event that any part of these terms and conditions is not legally enforceable, the remaining terms and conditions shall not be affected and shall remain valid and enforceable.

12. Variation, Amendment and Withdrawal

12.1 Computershare may from time to time change these terms and conditions:-

- (a) in response to legal/regulatory/tax changes; or
- (b) in order to improve or develop the Service, provided that no such variation or amendment shall impose more onerous obligations on you.

12.2 Computershare, or alternatively the Company, will notify you in the event of the Service being terminated, or amended in a manner outside the terms of Clause 12.1.

12.3 Service of notice of any withdrawal or termination, or amendment in a manner outside the terms of Clause 12.1, will be effected by any such means as Computershare and the Company deem fit and shall take effect from the date specified in the notice, save where the law otherwise requires.

13. Overseas Shareholders

If you are resident in, or a citizen of, a jurisdiction outside England and Wales, it is your responsibility to inform yourself about and observe any applicable legal requirements.

14. Governing Law

14.1 These terms and conditions shall be governed by and construed in accordance with the laws of England and Wales. You agree that any dispute, claim or matter arising under or in connection with these terms and conditions shall be subject to the exclusive jurisdiction of the courts of England and Wales.

14.2 Any reference to any legislation shall be deemed to include any amendments to such legislation as may be made from time to time.