DIVIDEND REINVESTMENT PLAN
J SAINSBURY PLC

TERMS & CONDITIONS

J Sainsbury plc has arranged a dividend reinvestment plan that gives shareholders the opportunity to use their cash dividend to buy Shares through a special dealing arrangement. The Plan is administered in the United Kingdom ('UK') by Computershare Investor Services PLC (the 'Plan Administrator'). Computershare Investor Services PLC is authorised and regulated by the Financial Conduct Authority ('FCA'). The Plan is not run by J Sainsbury plc itself. The following pages form the terms and conditions of the Plan.

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

This information should not be regarded as a recommendation to buy or hold shares. The value of shares and the income from them can fall as well as rise and you may not recover the amount of money you invest. Past performance is not a guide to future performance.

This Plan is offered on an Execution-only Basis; we will not assess the suitability of purchases made for you or other services provided under these terms and conditions, and you will not benefit from the protection of the FCA Rules on assessing suitability. We are not required to assess the appropriateness or suitability for you of any product, service or transaction provided to you in connection with the Plan. You should ensure it meets your own requirements. If you are in any doubt about what you should do, you should get independent professional advice.

If you have any questions about the Plan, you can write to: The Plan Administrator, Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6ZZ or telephone: 0370 702 0106.

DEFINITIONS

In these terms and conditions the following words will have the meanings set out below:

Broker means the broker or Market Maker which we use from time to time in order to execute client instructions.
Business Day means any day excluding Saturdays, Sundays and bank holidays on which banks in the UK are generally open for non-automated business.
Company means J Sainsbury plc.
Costs mean our fees, commission or other charges payable on the purchase of your Shares.
Execution-only Basis means that the Plan Administrator will not provide any advice in relation to the Plan (including the merits of purchasing Shares under the Plan) to you, and any instruction received from you will be executed upon receipt and acceptance by the Plan Administrator and/or the Broker (as relevant).
FCA means the Financial Conduct Authority or any successor body.
FCA Rules means the rules, guidance and principles set out in the FCA Handbook.
FSCS means the Financial Services Compensation Scheme or any replacement scheme.
Market Maker means the entity able and willing to enter into transactions to sell and purchase investments at prices determined by them generally and continuously, rather than in respect of each particular transaction.
Plan Administrator or **us/we** means Computershare Investor Services PLC (Company No: 3498808) whose registered address is situated at The Pavilions, Bridgwater Road, Bristol, BS13 8AE, Financial Services Register No. 188534.
Plan means the J Sainsbury plc dividend reinvestment plan which is described in these terms and conditions.
Shareholders means a shareholder of the Company, from time to time.
Shares means J Sainsbury plc Ordinary Shares of 28 4/7p each or such other nominal value as may be lawfully adopted by the Company from time to time.
you or **client** means the person who is a shareholder and using the Plan in accordance with these terms and conditions.

Interpretation

References to statutes, regulations or any other rule includes references to them as amended or replaced from time to time. Headings are used for reference only and do not affect the meaning of the sections. Reference to a time of day will be construed as a reference to UK time. Any phrase introduced by the terms 'including', 'include', 'in particular' or any similar expression is to be construed as illustrative only and does not limit the sense of the words preceding those terms.

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.

ABOUT THE PLAN

1. Who may join the Plan?

All shareholders may participate in the Plan unless they live in, or are subject to, the jurisdiction of any country outside the UK which would require the Company, the Plan Administrator and/or the Broker to comply with the laws, procedures or regulations of that country. Shareholders who do not live in the UK are personally responsible for ensuring that they are legally permitted to join the Plan and for completing any necessary formalities. If there is any doubt regarding your suitability to join the Plan, you should seek independent professional advice.

Should it become clear that you are subject to the jurisdiction of a country outside the UK where you are not permitted to join the Plan, we may, at our discretion, cancel your participation in the Plan.

Where local legislation prohibits participation in the Plan, this documentation should be regarded as being for information only.

Employees of the Company designated as relevant employees under the Company's Model Code rules on dealings in securities will need to make a notification to the Company of any Shares purchased on their behalf. The Company will inform you if this applies to you.

2. How do I join the Plan?

To join the Plan you can apply on-line at www.investorcentre.co.uk or, complete and sign an election form, return the completed, signed election form to us in the prepaid envelope provided. If you do not have an election form please contact Us. If you have more than one shareholding in the Company, you should complete a separate election form for each shareholding which you wish to participate in the Plan. If you wish to consolidate your shareholdings in the Company, please contact the Plan Administrator. We must receive your completed election form at least 15 Business Days prior to the relevant dividend payment date. Applications received by us after that date will only be effective for the next following dividend (if any).

We may delay taking any action on any election from you if we consider that we need further information from you, or to comply with any legal or regulatory requirement (including obtaining evidence of identity to comply with anti-money laundering and anti-terrorist financing laws and regulations), or to investigate any concerns we may have about the validity of, or any other matter relating to, the instruction from you.

The Plan Administrator reserves the right not to accept any election which is not given on a relevant form, or which is given on any form that has not been properly completed. In these circumstances, we may request further information from you. We will not accept any forms by fax, e-mail or telephone instruction or a photocopied form.

If we consider we have a valid reason to do so, we may choose not to act on any particular instruction. If we decide not to accept a particular instruction, we will notify you in writing as soon as reasonably practical.

If you hold your Shares in uncertificated form in the CREST system you may elect to participate in the Plan by means of the CREST procedures that require the use of the Dividend Election Input Message in accordance with the CREST Manual. Further details of these procedures are contained in section 23 under the heading "CREST procedures".

Once you have elected to participate in the Plan, all future dividends will be reinvested under the Plan until either you withdraw from the Plan (see section 14) or the Plan is suspended or terminated. If you are joining the Plan on-line and your Shares are held jointly with other Shareholders, you must confirm that you are the first-named Shareholder or have obtained before joining the consent of all other joint Shareholders to use the Plan.

3. Can I join the Plan for just some of my Shares?

No. For administrative reasons, you must join the Plan for either your entire shareholding (represented by shares held under an individual shareholder reference number) or not at all. If you complete and return an election form, you will be deemed to have elected to join the Plan in respect of your entire shareholding as at the relevant dividend record date. Notwithstanding this, the Plan Administrator may, at its discretion, permit partial reinvestment on a lesser number of Shares than the full holding where that shareholder is a corporate shareholder and/or is acting on behalf of more than one beneficial owner, eg a nominee. This instruction will not be applied to future dividends.

Applications for partial reinvestment must be received in writing by the Plan Administrator no later than 15 Business Days prior to the relevant dividend payment date. A cash dividend will be paid on the balance of the Shares not included in the Plan.

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

If you want to continue to receive a cash dividend and do not want to join the Plan, then you need take no action.

5. How does the Plan work?

Shareholders taking part in the Plan reinvest the cash dividend paid by the Company through the Plan Administrator arranging the purchase of the Shares through a special dealing arrangement. On joining the Plan, as many Shares as possible will be purchased for you from the proceeds of each cash dividend you receive from the Company after you join. Purchases are made on or as soon as reasonably practicable after the relevant dividend payment date. The purchases are made on an Execution Only Basis.

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6. How much will it cost me to participate in the Plan?
There is no Plan entry fee but each time Shares are purchased you will be charged a dealing commission of 0.35% by the Plan Administrator of the value of Shares purchased. You will also have to pay stamp duty reserve tax at the prevailing rate (currently 0.5%) on the value of the Shares purchased. The dealing charge will automatically be deducted from the purchase amount. For example, if 150 Shares are purchased at a nominal Share price of £1.00 each, £1.28 would be deducted from your payment to cover the dealing charge (£0.53 as the dealing commission plus £0.75 as stamp duty reserve tax). In calculating the dealing commission and stamp duty reserve tax payments to be made to the Broker for the transaction, we will round up to the nearest penny; any potential fraction of a penny difference will be kept for our own benefit.

No UK Value Added Tax (VAT) is currently chargeable on dealing commissions. Should UK tax rules change in the future and VAT and/or any other relevant tax be applicable on dealing commissions, this may be deducted from your purchase amount without further notice.

There may be further taxes or costs incurred that are not paid via us or imposed by us. We do not provide advice about tax matters.

7. What happens if I buy or sell Shares?
If you participate in the Plan and you buy more or sell some (but not all) of your Shares, your election form and participation in the Plan will continue to apply in respect of the increased or decreased shareholding. If you sell all of your Shares, your participation in the Plan will end and any cash surplus will be returned to you in accordance with these terms and conditions. Please see section 12 for further details on cash surplus.

If you sell your Shares on or after an ex-dividend date it will be you, rather than any buyer of your Shares who will remain entitled to the dividend declared.

8. At what price will the Shares be bought, how many Shares will I receive and when will I receive confirmation?
On payment of a dividend, your cash dividend will be aggregated with the cash dividends of all other Plan participants. In accordance with our order handling policy an instruction will be passed by us to the Broker to purchase as many whole Shares as can be paid for from the aggregated monies remaining from the cash dividend after providing for the dealing commission and stamp duty reserve tax. The aggregated monies will be applied to settle executed trades as settlement becomes due.

When receiving and transmitting your instruction to a Broker for execution to purchase Shares we will use a Broker selected from our approved Brokers as detailed in our order handling policy. By taking this approach your instruction will not be placed on a whole of market basis and we will not usually request a price from each of our approved Brokers before transmitting your order. In line with our regulatory obligations we and the Broker will take reasonable steps to obtain the best possible results for you, taking into account certain factors. The principal factors will usually be price and costs, as they dictate the result in terms of total consideration for our clients. The Broker we select 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, market volume, market impact and execution venue.

The Broker will normally select execution venues that are Regulated Markets or Multilateral Trading Facilities (**MTF**); these are markets authorised to the extent that they operate in accordance with non-discretionary rules as required by the Markets in Financial Instruments Directive (e.g. London Stock Exchange). In order to obtain the best possible result, the Broker may decide at its discretion to execute your instruction outside a Regulated Market or MTF; 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 joining the Plan, you consent to us transmitting the instruction on the basis that the Broker may use a venue that is not a Regulated Market or MTF.

The Broker may carry out several market transactions in order to acquire the number of Shares needed for the Plan. To help ensure that you receive the best available price for the Shares, this process may take a number of days. The number of Shares you receive will depend on the market price of the Shares at the time the Broker executes the market transactions.

Due to the typically large size of aggregated Plan trades, a validation process will be undertaken by us and the Broker to confirm that the correct number of Shares have been purchased for all Plan participants. Only once we are able to determine finally how many Shares will be allocated to all Plan participants, carried out the necessary internal audit procedures, allocated your Shares to you and printed the confirmation note will the purchase be regarded as complete and properly executed. Depending on the nature of the trade, this process can take up to 14 Business Days. The prices at which the Shares are purchased may vary between transactions, in which case deal prices will be averaged across all shares of the Company purchased as part of this trade with all Plan Participants receiving the same price. This may operate to your advantage or disadvantage.

9. Where can I obtain further information on your Order Handling Policy?
We have implemented an order handling policy that identifies the factors involved with the transmission of and execution of client instructions by the Broker receiving instructions from us. You consent to our order handling policy by agreeing to these terms and conditions.

You can request a full copy of our policy by writing to the Plan Administrator.

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10. What documents will I receive?
After we are satisfied that all the procedures described in section 8 have been completed, we will dispatch a share purchase advice note to you.

All documents will be despatched by post within one Business Day of us being satisfied that all purchases required under the Plan have been executed and completed in accordance with section 8. Neither the Company nor the Plan Administrator will be liable for any accidental failure to receive any document. All documents will be despatched at your own risk.

All notices will be sent only to the first named Shareholder at the address recorded in the share register.

11. What happens when money is left over after Shares have been bought?
As only whole Shares will be bought under the Plan from each dividend, there will usually be a small "cash surplus" left that is insufficient to buy another whole Share. This cash surplus will be carried forward in a non interest bearing account and added to future cash dividends for reinvestment in the Company's Shares under the Plan.

By joining the Plan, you authorise us to pool any client money we hold on your behalf in the provision of this Plan into any relevant omnibus bank accounts set up in accordance with the FCA Rules on client money which also holds money of other clients. 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 Plan will be maintained in an appropriately designated and named client money bank account at a UK approved bank selected by us. Your cash held in this account is held separately from our money.

Your client money will be held on trust for the benefit of clients for whom we are holding client money as required by the FCA Rules and treated in strict accordance with the requirements of the FCA Rules on client money. This means that in the event that the bank became insolvent we will attempt to recoup your money on your behalf. If the bank cannot repay all the money it owes its clients this could result in a shortfall. We will treat money held in client money bank accounts as pooled, which means that any shortfall will be shared proportionally with other Shareholders and other customers of ours. You may not recover all of your client money. In this situation, you may be eligible to claim under the FSCS. For more information, please see section 21.

For operational purposes (for example, to facilitate payments to you if you are based outside the UK) we may maintain your client money in a bank based in a jurisdiction outside the UK. If we do maintain the money in a bank account with a bank not based in the UK, then we will take all reasonable steps to protect the client money in accordance with the local equivalent law and rules for the treatment of client money. These may be different to those in the UK and your rights in the event of insolvency of the bank may be reduced.

We will not pay interest on any client monies held on your behalf.

You agree that, in the event of the Plan Administrator transferring all or part of our business to another provider, we can cease to treat your cash balance as client money when that transfer has been made. We will exercise due skill, care and diligence in assessing whether the provider that we are transferring your client money to will follow the requirements of the FCA rules or apply adequate equivalent measures to protect your client money.

If your client money held in connection with the Plan is £25 or less and there has been no movement in your balance for at least six years (disregarding any payments, charges or similar items), we may cease to treat your money as client money and remove it from the client money bank account(s). Before doing this, we will write to you at your last known email or postal address giving you at least 28 calendar days' notice of our intention to cease to treat the money we hold for you as client money and remove it from the client money bank account. If no claim is made by you by the end of the notice period, we will pay this money to a registered charity of our choice but still retain a record of the balance we were holding for you. If you later claim this balance, you will not be entitled to any interest which would have otherwise accrued on this money during the period over which it was unclaimed by you.

12. Surplus cash on leaving the Plan
For the purposes of receiving surplus cash from the Plan, you will be treated as leaving the Plan if:

(a) you cancel or withdraw from the Plan;
(b) you sell or transfer all of your Shares;
(c) you request that we pay to you any cash surplus that would otherwise be carried forward for reinvestment;
(d) we receive proper notice of your bankruptcy or mental incapacity;
(e) we receive proper notice of your death;
(f) you are a shareholder which is a corporate entity and we receive proper notice that you have become insolvent, been placed in administration or are the subject of similar proceedings and we determine it is appropriate for you to cease to be a Plan participant given these circumstances;
(g) the Company has become insolvent, been placed in administration or is the subject of similar proceedings and we determine it is appropriate for you to cease to be a Plan participant in the circumstances of the insolvency;
(h) the Plan is terminated for any reason; or

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(i) you cease to be a Plan participant for any other reason.

If at the time you are treated as leaving the Plan under this section 12, we are holding a cash surplus of £3.00 or over for you, this money will be returned to you without interest:

i) on the First Dividend Payment Date if you leave before the Company's Record Date; or
ii) on the Second Dividend Payment Date if you leave on or after the Company's Record Date.

If we are holding a cash surplus of £2.99 or less for you at the time you are treated as leaving the Plan under this section 12,

i) if you leave before the Company's Record Date then unless you claim the surplus amount before the First Dividend Payment Date, this money will not be returned to you (or any other appropriate person) and may be given to charity; and
ii) if you leave on or after the Company's Record Date then unless you claim the surplus before the Second Dividend Payment Date, this money will not be returned to you (or any other appropriate person) and may be given to charity.

For the purposes of this clause:
Company's Record Date means the date determined by the Company as the date on which a shareholder must appear on its register as the owner of the shares in order to be entitled to a dividend.
First Dividend Payment Date means the first date following a Company's Record Date on which dividends are paid.
Second Dividend Payment Date means the next date on which dividends are paid following the First Dividend Payment Date.

You agree that money retained by us in these circumstances will no longer be client money and will therefore not be subject to the FCA Rules on client money.

13. Will the Plan apply to future dividends?
It is envisaged that the Plan will continue to operate for the foreseeable future. However, each of the Company and the Plan Administrator reserves the individual right to suspend or terminate the Plan at any time (including due to any change of applicable law or regulations), in which case we will use reasonable endeavours to ensure notice is given to all Plan participants that the Plan has been suspended or terminated. The Plan Administrator may amend the Plan without notice when any amendment is required due to a change in applicable law or regulations, and the Plan Administrator will inform Plan participants in writing of the amendment as soon as practicable. In any other case the Plan Administrator may amend the Plan by giving 20 Business Days' written notice to Plan participants. Such amendments may include revision of the Costs and charges associated with the Plan. Instances where we may increase our charges may include but are not limited to:

(a) increases in inflation;
(b) changes in interest rates;
(c) increases in our running costs of the Plan;
(d) additional charges imposed by parties we work with in connection with the provision of the Plan;
(e) new services being offered under the Plan or alterations in the provision of the Plan being provided; and
(f) tax or legal changes.

The Plan Administrator is not obliged to make the Plan available for any particular dividend. If the Plan is not made available, a cash dividend will be paid directly to you.

14. How can I cancel my participation or withdraw from the Plan in the future?
You have two separate rights – cancellation rights, which apply only at the start of the Plan, and withdrawal rights, which apply throughout the life of the Plan. They are two separate ways in which you can leave the Plan.

a) **Cancellation -** You can cancel your participation in the Plan within 14 calendar days of the date on which we receive your completed election form ("the **Cancellation Period**"). However, you will lose your cancellation right if, during the Cancellation Period, you make a request for us to process a dividend for you in accordance with this Plan. For administrative purposes it is essential that we know how many Shareholders wish to participate in the Plan no later than 15 Business Days before each relevant dividend payment date. We refer to the first day of this 15 Business Day period as the "**Cut-Off Date**". Accordingly, if you choose to submit your election form to us at a time which would result in your Cancellation Period expiring on or after the **Cut-Off Date**, you will be deemed to have expressly requested us to proceed to process your dividend in accordance with the Plan during the Cancellation Period. 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**.

If you want to cancel your participation in the Plan you should notify the Plan Administrator in writing at the address stated in section 19 'Contacting each other', such notice to be received no later than the end of the Cancellation Period or, if earlier, the day prior to the **Cut-Off Date**. If you do not exercise your right to cancel we will provide the agreed services in accordance with these terms and conditions.

b) **Withdrawal -** You can withdraw from the Plan at any time by writing to the Plan Administrator at the address stated in section 19 'Contacting each other'. Your written notice must be received no later than the next **Cut-Off Date** if you do not wish to be included in the Plan for that dividend. If you have joined the Plan on-line you may withdraw from the Plan on-line but your withdrawal must be received no later than the **Cut-Off Date** for the relevant dividend if you do not wish to be included in the

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Plan for that dividend.

If you send a request to us for surplus cash to be returned to you (please see section 12 for further details on surplus cash), this will be treated as a notice that you wish to withdraw from the Plan.

If we receive proper notice of a Plan participant's death, bankruptcy or mental incapacity (or, in the case of a corporate shareholder, its insolvency, administration or similar proceedings) participation in the Plan will cease unless the Shares are held jointly with others in accordance with our policy and procedures for such instances. In these circumstances, further details can be obtained from the Plan Administrator.

OTHER INFORMATION

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

This summary of the likely tax position only considers the position of individual Shareholders resident in the UK for tax purposes. If you are in any doubt about your tax position, you should obtain independent professional advice. Tax legislation can change from time to time.

Income tax: You are liable for income tax on dividends reinvested under the Plan on the same basis as if you had received the cash dividend and arranged the investment yourself. You should therefore include the total amount of each dividend received by you from the Company in your tax return in the normal way even if you have used the dividend to purchase Shares under this Plan.

Capital gains tax: You may be liable to capital gains tax if you subsequently dispose of your Shares.

16. Who will carry out the purchase of Shares?

All instructions to purchase Shares in this Plan will be received by the Plan Administrator and transmitted to a Broker selected by the Plan Administrator in accordance with the order handling policy.

17. Liability

Our liability to you for any reason including negligence or wilful default will not exceed the amount of the dividend payment to which you are entitled. We will not be liable for any special or consequential damages. Nothing in these terms and conditions limits liability for our fraud or anything else for which we cannot lawfully exclude liability.

18. Force majeure

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

19. Contacting each other

If you have any questions about the Plan, you can write to: The Plan Administrator, Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6ZZ or telephone: 0370 702 0106.

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.

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

(a) delivered by hand or courier, at the time of delivery;
(b) sent by fax, at the time of transmission if between the hours of 08:00 and 17:00 (UK time) on a Business Day or otherwise at 08:00 (UK time) on the next Business Day;
(c) sent by post, two Business Days from the date of posting, in the case of domestic mail in the UK or three Business Days from the time of posting in the case of international mail;
(d) delivered by electronic mail or via Computershare's website, at the time of despatch or posting as applicable.

The Plan Administrator provides its contractual terms in English and will only communicate with you in English during the provision of the Plan. 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 will be the operative terms and conditions governing the operation of the Plan.

20. Data Protection

Any personal data that we obtain from you in connection with the Plan 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 Plan. 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; or
- to the Broker or any other person or body in order to facilitate the provision of the Plan.

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.

We may administer accounts and provide you with some services via another member of the Computershare Group in a country where data protection laws and standards differ from those in your home jurisdiction including India, Australia and the United States. For users based in Europe this means that we may send the information which you have provided to us or we use in providing our services to countries outside the European Economic Area. By participating in this Plan you consent to such transfers being made (and where you submit information on behalf of another person you confirm that you have their consent).

21. Complaints and compensation scheme

The Plan Administrator has procedures to help effectively resolve complaints from customers. If you have any complaints about the service provided to you in connection with the Plan or wish to receive a copy of our complaints procedure please write to us.

If you cannot settle your complaint with us, you may be able to refer it for further investigation at Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR. Telephone: 0800 023 4567 (free from UK landlines) or 0300 123 9123 (from UK mobiles) or at www.financial-ombudsman.org.uk.

The Plan Administrator is covered by the FSCS and you may be entitled to compensation if the Plan Administrator 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). Where we hold client money on your behalf and the relevant UK approved bank became insolvent, you may be covered under the FSCS for up to £85,000 (£75,000 from 1 January 2016) of the money on deposit with that bank. Details about our external banking partners are available on request. These amounts may be subject to change. If, for operational purposes, we are required to maintain your client money in a jurisdiction outside the UK, your rights in the event of insolvency may be reduced. Further details of the FSCS are available on request from the Plan Administrator or by visiting www.fscs.org.uk.

22. General

The parties to these terms and conditions 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 party who is not a party to it.

We will take reasonable care in the selection, appointment and continued use of the Broker but we do not otherwise accept any responsibility for any losses, costs or expenses suffered or incurred by you as a result of any acts or omissions by the Broker.

The Plan Administrator has established and implemented a conflicts policy (which may be revised and updated from time to time) in line with the FCA Rules, which sets out how we must seek to identify and manage all material conflicts of interest. Such conflicts of interest can occur in our day to day business activities: for example, where one of our clients could make a gain at the direct expense of another client, or we might be faced with an opportunity to make a gain but this would be to the direct disadvantage of one or more of our clients.

Depending on the exact nature of the conflict of interest involved, the Plan Administrator may take certain actions in accordance with the conflicts policy to mitigate the potential impact of the conflict. Such actions may include putting in place controls between the opposing sides of the conflict, which may control or prevent the exchange of information, and/or involve the appropriate management of staff activities and segregation of duties. Where such controls would be insufficient to eliminate the potential material risk of damage to clients from specific conflicts, then the Plan Administrator will disclose the general nature and/or source of those conflicts of interest to you prior to us undertaking the relevant business. You'll find full details of our conflicts policy on our website or you can contact us to ask for a printed copy. At the time of the issue of this document no material conflicts of interest were identified which could not be managed in accordance with our conflicts policy.

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

Each of the provisions of these terms and conditions will be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions will not in any way be affected.

Nothing in these terms and conditions restricts any rights you may have under the FCA Rules or under the Financial Services Act 2012.

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

Calls may be recorded and/or monitored to protect both you and us and for training purposes.

You will be classified by the Plan Administrator as a 'retail client'. As a retail client you have protection available under the FCA Rules and may be eligible for compensation under the FSCS. Please see section 21 for further information.

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.

23. CREST procedures

Please read this section if you are a CREST Member

If you hold your Shares in uncertificated form in CREST and will continue to do so at the record date for the relevant dividend, you must elect to participate in the Plan by means of the CREST procedures to effect such an election. If you are a CREST Personal Member, or other CREST Sponsored Member, you should consult your CREST sponsor, who will be able to take the appropriate action on your behalf. The CREST procedures require you to use the Dividend Election Input Message in accordance with the CREST Manual. The message should be correctly completed in order for a valid election to be made. The Company and/or the Plan Administrator reserve(s) the right in its or their discretion to treat as valid any election which is not complete in all respects. A valid election made by means of Dividend Election Input Message will, to the extent it relates to Shares held in uncertificated form at the record date for the relevant dividend, supersede all previous written elections made in respect of holdings in the same member account. By inputting a Dividend Election Input Message as described above, you confirm your election to participate in the Plan in accordance with the details input and with these terms and conditions of the Plan as amended from time to time, and you appoint the Plan Administrator as your agent to arrange the purchase of Shares in accordance with such terms and conditions.

The Shares purchased on your behalf pursuant to the Plan will be credited to your relevant CREST member account unless the Company or the Plan Administrator from time to time determines that such Shares will be issued to you in certificated form.

You may only revoke an election which has been made by Dividend Election Input Message by utilising the CREST procedure for deletions described in the CREST Manual, unless the Company and/or the Plan Administrator consents to a revocation in another form.

The deletion will be valid in relation to the then current dividend only if the deletion is accepted, in accordance with the CREST procedures, by or on behalf of the Company prior to the deadline for receipt of withdrawals set out in these terms and conditions. It is recommended that you input any deletion message 24 hours in advance of this deadline to give the Company and the Plan Administrator sufficient time to accept the deletion. There is no facility to amend an election which has been made by Dividend Election Input Message. If you wish to change your election details you must first delete the existing election as described above and then input a Dividend Election Input Message with the required new details.

It is possible to revoke previous written elections made in respect of your uncertificated holding to participate in the Plan (without having to make a new election) by means of the "Non-CREST Election" and "Deletion Request Status" fields in the Dividend Election Input Message in accordance with the procedures described in the CREST Manual. The deletion will be valid in relation to the then current dividend only if the deletion is accepted, in accordance with the CREST procedures, by the Plan Administrator on behalf of the Company prior to the deadline for receipt of withdrawals set out in these terms and conditions. It is recommended that you input any deletion message 24 hours in advance of this deadline to give the Company and the Plan Administrator sufficient time to accept the deletion.

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