Key information about this Service

DIVIDEND REINVESTMENT PLAN TERMS AND CONDITIONS - ONLINE AND POSTAL

1.1 What Service are we providing?

We agree to allow you to participate in the Hill & Smith Holdings PLC dividend reinvestment plan with the opportunity to use your cash dividend to buy new Shares through a special dealing arrangement (Plan) arranged by us or a Broker, on an execution only basis. The Plan is administered in the UK by Computershare Investor Services PLC (Service) and not by the Company. We are authorised and regulated by the Financial Conduct Authority.

As a participant of the Plan you are bound by these legally binding terms and conditions. Please read them and keep them safe so you can refer to them in the future. We may change these terms and conditions, if we do so, we will let you know beforehand.

The price of Shares can go down as well as up and the income from Shares is not guaranteed. You may suffer a loss and receive back less than you originally invested. The price may even change from when you send us an instruction to trade Shares to when we receive it and are able to conclude the transaction. Remember that past performance is no guide to future performance. Please note that your order may be combined with other orders which may result in a more or less favourable price than if your instruction had been carried out separately. See the *At what price will the Shares be bought and how many Shares will you receive* section for further details.

1.2 How much will it cost you to use the Service?

We do not charge you any fees for joining the Plan but each time we buy Shares for you we will charge you a dealing fee of 0.75% of the total price of the Shares purchased, subject to a minimum fee of £2.50. Purchases will be subject to stamp duty reserve tax of 0.50%.

For example if we use £1000 of your cash dividend to reinvest in new Shares valued at £1 each, we will charge you a dealing fee of £7.50. In addition, £5.00 of stamp duty reserve tax will be deducted. Charges would therefore reduce the number of Shares purchased from 1000 to 987. However if we use £300.00 or less of your cash dividend to reinvest in new Shares then we will still charge you our minimum fee which would be £2.50 in addition to stamp duty reserve tax.

We will deduct these amounts from your cash dividends before buying the Shares. You may request an itemised breakdown of total costs and charges. We will not pay the Broker a fee for providing its service to us. Please see the *What are our Costs* section for further information on our charges.

1.3 Are we providing you with any advice?

We will not provide you with any investment, taxation or legal advice, or advice on whether or not the transaction is right for you. We will not assess the suitability or appropriateness of any product, service or transaction and we will not recommend or invite you to sell, buy, transfer or hold Shares. You will not benefit from the protection of the FCA Rules on assessing appropriateness.

It is your responsibility to make sure the Service is right for you and you may wish to seek independent professional advice before using it.

1.4 How do you contact us?

You can contact us by e-mail at web.queries@computershare.co.uk or post. You can also telephone us on 0370 707 1058 between 08:30 and 17:30 on Business Days. The *Contacting Each Other* section has further details.

1.5 How do you keep your personal information up to date?

When we contact you we will use the most recent contact details we have for you on our records. You may create an online account at www.investorcentre.co.uk. Where we make a payment to you, for example if there is a cash surplus when you leave the Plan, we will either:

- send a cheque to the most recent address we have for you on our records;
- use the bank account details we have for you on our records; or
- make payment electronically via CREST (if applicable).

It is your responsibility to keep your log in details secure. You must tell us if you change your contact details or your bank account. You can log in to your online account and update your personal details at any time.

1.6 What happens if you are unhappy with the Service?

We will always aim to provide the Service with reasonable care and skill. If you are not happy with any aspect of the Service, please contact us. The *Complaints and Compensation* section has further information. Please note that we limit our liability to you under these terms and conditions. Further information is contained in the *Limits on our Liability* section.

List of technical words used in these terms and what they mean

When a word appears in these terms that starts with a capital letter, check to see if it appears in the list of defined terms below for its specific meaning.

"Broker"	means the stockbroker or Market Maker who 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;
"Business Hours"	means the hours within any day during which the LSE is open for normal business;
"Company"	means the company whose Shares may be reinvested under these terms and any other company it has control of or that is controlled by the same people who also control the company, as the context requires;
"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;
"Costs"	means our fees, commission or any other charges payable on the purchase of Shares;
"CSD"	means a central securities depository which is a computer-based system enabling securities to be held and transferred electronically. The relevant CSD in the UK is CREST;
"FCA"	means the Financial Conduct Authority;
"FCA Rules"	means the rules, guidance and principles set out in the FCA handbook;
"First Dividend Payment Date"	means the first date following a Company's Record Date on which dividends are paid;
"Market Maker"	means the broker-dealer firm which buys shares and makes shares available to purchase at published prices in order to facilitate trading;
"Second Dividend Payment Date"	means the next date on which dividends are paid following the First Dividend Payment Date;
"Shares"	means shares which are a unit of share capital issued by the Company;
"us", "we", "our" or "Computershare"	means Computershare Investor Services PLC (Company No: 3498808) whose registered address is The Pavilions, Bridgwater Road, Bristol, BS13 8AE, Financial Services Register No. 188534; and
"you"	means the person holding an interest in the Shares.

Interpretation We have referred to some statutes, regulations or other rules. References to them include references to them as amended or replaced from time to time. Where we have referred to a time of day this means UK time, unless we say otherwise. Where we start a phrase with the words 'including' or 'include', the phrase is to be construed as illustrative only and does not limit the sense of the words preceding those terms.

How the Plan will operate

2. Who may participate in the Plan?

2.1 As the UK is no longer a member of the European Union it is not possible for residents in the European Economic Area to participate in the Plan. If we find out that you are subject to laws, procedures or regulations of a country outside the UK which does not allow you to participate in the Plan, you may not be permitted to benefit from the Service and we may cancel your participation in the Plan.

3. How do you join the Plan?

3.1 If you would like to join the Plan, please complete the online form at www.investorcentre.co.uk or, complete, sign and return the election form to us. If you do not have an election form please contact us. If you are a CREST member or sponsored by a CREST member and you wish to participate in the Plan you must submit your election using the CREST system. Further details are contained in the *CREST Procedures* section.

3.2 If you have more than one shareholding in the Company that you want included in the Plan then you should complete a separate form for each shareholding. If you would like to combine your shareholdings in the Company please contact us. If your Shares are held jointly with others and you are joining the plan online, you must confirm that you have obtained the consent of all other joint shareholders to use the Plan before you are able to join. If you are using an election form, it must be signed by all joint shareholders. We must receive your application at least 15 Business Days before the dividend payment date. Any applications we receive after that date will apply to the next dividend payment, if there is one.

3.3 If you have not completed the application properly, we may request further information from you or ask you to complete the form correctly. We will not accept any forms sent by fax, email or telephone instruction or a photocopied form.

3.4 If we decide not to accept a particular instruction, we will notify you in writing as soon as we reasonably can.

3.5 By joining the Plan, you instruct us to reinvest all future dividends from your Shares until you notify us of your intention to withdraw from the Plan or we suspend or terminate the Plan. However, if you hold your Shares in uncertificated form in CREST the *CREST Procedures* section of these terms and conditions will apply.

4. Can you join the Plan with just some of your Shares?

4.1 If you choose to participate in the Plan all the Shares you hold in the Company falling under a single shareholder reference number will be included within the Plan.

4.2 Where you are a corporate shareholder or you are acting on behalf of more than one beneficial owner, (e.g. a nominee arrangement) we may allow part of your shareholding to apply to the Plan. A cash dividend will be paid on the balance of the Shares not included in the Plan. This instruction will not be applied to future dividends.

5. How does the Plan work?

5.1 We will use the cash dividend paid to you by the Company to buy new Shares in the Company. We will buy as many whole Shares as possible from the proceeds of each cash dividend. Purchases are made on or as soon as reasonably practicable after each dividend payment date. The Plan may not be available for a particular dividend and where the Plan is not available, cash dividends will be paid.

5.2 We must receive your election form at least 15 Business Days before the dividend payment date.

5.3 When we execute your instruction we are irrevocably and unconditionally appointed to act as your agent. We will then carry out your instructions as your agent, which means that we will have your authority to sign, complete and deliver any transfer form or other document, or do anything else which we think is necessary to carry out your instructions.

5.4 Where we hold a cash-balance for you at the end of a quarter we will send you a statement which may be included with an advice note. We will continue to send you a statement on a quarterly basis (i.e. at regular intervals not less than four times a year) for as long as we hold a cash-balance for you. You may request statements more frequently, but we may charge you for providing these.

6. What are our Costs?
Refer to the Key Information section for further details

6.1 Our Costs are set out in the *Key Information* section.

6.2 Where the *Key Information* section states that we will pay the Broker a fee for providing its service to us, such fee will be taken from the fee we charge you. If you would like further information on this arrangement please contact us using the details in the *Contacting Each Other* section.

6.3 Where the *Key Information* section states that purchases are subject to stamp duty reserve tax, it will be deducted it at the time your Shares are purchased.

6.4 All applicable UK Value Added Tax ("VAT") on our fees, commissions and charges is payable by you to us. All our fees, commissions and charges are inclusive of any applicable VAT unless specifically stated otherwise. Our dealing fees are exclusive of VAT, but currently no VAT is applicable to these fees. If that situation changes in the future we will charge you VAT without notifying you beforehand.

6.5 If we provide you with any information, ancillary services or other services not mentioned in these terms and conditions, we may write and ask you to pay for that service or information.

6.6 Where we are required to make a change to the Service due to a change in applicable law or regulations, we may amend the Plan without giving you any notice, and will inform you in writing of the change as soon as we can. In all other cases, we will notify you in writing at least 20 Business Days in advance of any proposed new charge or before we increase our charges.

6.7 We may increase our charges for any reason, which may include:

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

7. What happens if you buy or sell Shares?

7.1 If you buy more or sell some (but not all) of your Shares, the Plan will continue to apply to the Shares from your increased or decreased shareholding. If you sell all of your Shares, there will be no dividend entitlement and your participation in the Plan will end unless you are a CREST participant in which case the *CREST Procedures* section of these terms and conditions will apply. Any cash surplus will be returned to you, please see the Cash Surplus on leaving the Plan section for more information.

7.2 If you sell your Shares on or after a specific date (known as the ex-dividend date) it will be you, rather than any buyer of your Shares who will remain entitled to that dividend.

8. At what price will the Shares be bought and how many Shares will you receive?

8.1 On payment of a dividend by the Company, we will pool your cash dividends with the cash dividends of all other Plan participants. We will follow the instructions you give us on our website and your election form, or via the CREST system. We will instruct the Broker to buy as many whole Shares from the pooled cash dividends after the Broker deducts our dealing fee and any applicable stamp duty reserve tax. The pooled monies will be used to pay for the completed trades when payment becomes due.

8.2 When you instruct us to deal with your Shares we will take reasonable care in appointing a Broker to carry out your instructions from our panel of approved Brokers, listed in our Order Handling Policy. We and the Broker will then take reasonable steps to obtain the best possible results for you. Through the appointed Broker, we will execute your orders through the execution venues as listed in our Order Handling Policy which you can access on our website or by writing to us at The Pavilions, Bridgwater Road, Bristol BS13 8AE, United Kingdom. In deciding which execution venue to use we and the Broker will focus on a number of factors, primarily price, but also the likelihood of concluding the transaction, size of your order, nature of stock, speed of settlement, market volume, market impact and transaction venue. Information on our top five execution venues from the previous year is available on our website. The Broker will normally carry out your instructions in regulated markets, organised trading facilities or multi-lateral trading facilities. However to obtain the best result for you the Broker may decide to carry out your instructions outside of these regulated markets, for example where the Broker carries out your instructions with a Market Maker or matches your instructions with instructions received from another client.

8.3 By using the Service you expressly agree that the Broker may use a venue that is not a regulated market, an organised trading facility or a multilateral trading facility.

8.4 We may combine your order with orders received from other clients using the Service. The Broker may combine your order with orders received from their other clients. This may result in a more or less favourable price than if your instruction had been carried out separately. Where the Broker executes a number of instructions for us then it may average the price obtained for all the orders if different instructions were dealt at different prices.

8.5 Where the overall transaction is above a certain size then we may need two UK Business Days (or more) to process it.

8.6 When you instruct us to deal for you, there may be occasions when we are unable to complete a transaction. When this happens you agree that we may carry out further trades to complete the transaction you originally instructed. We will act in compliance with our Order Handling Policy in order to correct any errors.

8.7 We and the Broker have to get you the best price reasonably available when we buy your Shares. We or the Broker may therefore sometimes delay a purchase of Shares for several Business Days if we think that is in your best interests.

8.8 You agree that you can only use the Service in accordance with the Company's share dealing Policy, available upon request from the Company.

8.9 Where trading in the Company's Shares is halted or suspended we will not be able to process any outstanding instructions you have given us until trading resumes. In the meantime we will treat your money in the same way as described in the *What happens when money is left over after Shares have been bought* section. We accept no responsibility for the impact that any such suspension may have on the price we may then have to buy the Shares for.

8.10 We and the Broker check that the correct number of Shares have been purchased. We will only treat the purchase of new Shares as complete and properly executed when we have:

(a) determined the total number of Shares purchased;
(b) received and allocated the Shares;
(c) carried out the necessary internal audit procedures; and
(d) received the printed confirmation note from the Broker.

8.11 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, but we will calculate the average price across all Shares of the Company which have been purchased as part of this trade to ensure that all Plan participants receive the same share price. This may operate to your advantage or disadvantage.

8.12 When we are satisfied that the purchase of Shares are complete and properly executed we will send an advice note to the address of the first named shareholder setting out the number of Shares purchased, the Costs that have been charged and any other commission or charges.

8.13 We will send you the advice note by post within one Business Day of the Broker confirming the purchase to us. If you are a CREST member you may also be notified via the CREST system.

8.14 The Broker we use to execute your instructions is chosen in accordance with our Broker Selection Policy. We will only select Brokers whose stated Policy is to obtain the best possible result for you. Our Order Handling Policy identifies factors affecting the carrying out of client instructions by the Broker. You agree that you are legally bound by our Order Handling Policy. Both Policies are available on our website, alternatively please contact us if you would like copies. If you would like additional information on how we review our Order Handling policy and arrangements with the brokers on our approved panel, please contact us.

9. What happens when money is left over after Shares have been bought?

9.1 Only whole Shares can be bought under the Plan so there will usually be a cash surplus left (insufficient to buy another whole Share). This cash surplus will be carried forward and held in a client money account under the FCA Rules. The cash surplus will be added to future cash dividends for reinvestment in the Company's Shares. All advice notes we send to you will include a statement of any cash surplus.

10. What if there is a cash Surplus when you leave the Plan?

10.1 If you leave the Plan, you will be paid any cash surplus that we have collected for you. We will treat you as leaving the Plan if:

(a) you cancel or withdraw from the Plan;
(b) you sell or transfer all of your Shares and do not purchase more Shares under the same Shareholder Reference Number prior to the next dividend record date;
(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, mental incapacity or death;
(e) 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 as a result we determine it is appropriate for you to cease to be a Plan participant;
(f) 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 as a result;
(g) the Plan is terminated, suspended or withdrawn for any reason; or
(h) you cease to be a Plan participant for any other reason.

10.2 If we treat you as having left the Plan, we will return any money to you:

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

11. Our right to end the Plan

11.1 We and the Company reserve the right to suspend or terminate the Plan at any time. When exercising this right, we will try to ensure you are provided with notice before such suspension or termination takes place.

12. Your right to cancel or withdraw from the Plan.

12.1 **Cancellation rights** – if you want to cancel your participation in the Plan, you should notify us within 14 Business days from the date we receive your election form (the Cancellation Period). You will lose the right to cancel the Plan, if during the Cancellation Period, you make a request for us to reinvest your cash dividend. We need to know the number of participants in the Plan at least 15 Business Days before a dividend payment date. We refer to the first day of this 15 Business Day period as the Cut-Off Date. 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, we will treat you as having instructed us to reinvest your cash dividend during the Cancellation Period. If we do not receive a notice of cancellation from you prior to the Cut-Off Date, you will lose your cancellation rights.

12.2 **Withdrawal** – If you decide to withdraw from the Plan, you must let us know in writing. You can withdraw at any time provided that your notice to withdraw from the Plan is received before the Cut-Off Date (if you do not want that dividend reinvested in Shares).

12.3 If you make an online request for your cash surplus to be returned, this will be treated as a notice that you wish to withdraw from the Plan.

12.4 If we receive notice of your death, bankruptcy or mental incapacity (or, in the case of a corporate shareholder, your insolvency, administration or similar proceedings) your participation in the Plan will stop unless the Shares are held jointly with others in line with our Policies and procedures. For further information please contact us.

13. CREST Procedures

Please read this section if you are a CREST Member

13.1 If you hold your Shares in uncertificated form in CREST and you wish to receive the Services you must comply with the CREST procedures. If you elect via CREST you confirm that you agree to receive the Service in line with these terms and conditions, and you appoint us as your agent to arrange the purchase of Shares.

13.2 If we buy Shares for you, these will be credited to your CREST member account unless we or the Company decides that the Shares should be issued by certificate.

13.3 You may only remove an election which has been made via CREST by following the CREST procedure set out in the CREST Manual, unless we or the Company agrees another form of removal (which we notify to you in writing). If your holding is reduced to zero, any future Shares you acquire will be subject to the previous election, unless you change it.

13.4 We recommend that you input any messages to delete an election at least 24 hours in advance of the deadline to give us and the Company 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 and then input a Dividend Election Input Message with the required new details.

General information

1. Limits on our Liability

1.1 We will provide the Service with reasonable care and skill.

1.2 We are not liable for losses unless they are foreseeable by each of us at the time we enter into an agreement governed by these terms and conditions and are caused by our breach of these terms and conditions, negligence, wilful default or fraud.

1.3 We are not liable for losses or expenses suffered by you that are caused by:

(a) your failure to obey the law;
(b) third parties (which for this purpose includes banks and custodians and CSDs but otherwise excludes our own sub-contractors) subject to the provisions of these terms and conditions;
(c) documents getting lost or delayed in the post;
(d) delays over the internet before your communication reaches our website;
(e) your online communication being intercepted or hacked before it reaches our website;
(f) any planned maintenance that we have to carry out which will normally take place outside Business Hours;
(g) fraudulent instructions;
(h) us acting on your instructions; and/or
(i) unclear instructions.

1.4 We are not liable for any indirect losses or consequential loss of any kind and in any event we are not liable for:

(a) loss of opportunity (including investment opportunity);
(b) loss of potential future income, revenue, or increase in value;
(c) loss of income including interest;
(d) loss of goodwill;
(e) loss of anticipated savings; or
(f) any wasted time, whether they amount to direct or indirect loss.

1.5 Our maximum aggregate liability to you arising in connection with the Service shall not exceed the total value of the dividend payments we receive on your behalf for reinvestment in the 12 month period immediately before you first issue a claim against us, or if you have left the Plan at that point, in the 12 month period immediately before you left the Plan, or if higher the total fees you have paid us for using the Service since you joined the Plan. The maximum liability will cover the aggregate of all losses, costs, interest and expenses whether arising under contract, tort (including negligence) or otherwise suffered by you or any other party in connection with the Service we provide to you. This liability cap shall apply to all claims you make while you are a participant of the Plan and after you have left the Plan.

1.6 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) any other matter for which it would be illegal or unlawful for us to exclude or limit or attempt to exclude or limit our liability.

1.7 We shall not be responsible for delays or failure to perform the Service due to circumstances beyond our reasonable control which may include for example market-conditions, halts on trading in a market, power failures or natural disasters. Where we do suffer such delays we will try to resume the Service as soon as reasonably possible.

1.8 Where we have sent you details on how to access your account online it is your responsibility to keep these details secure. So if you suspect that any of these details have been obtained by anyone else you must tell us immediately, or you will be liable for any fraudulent instructions that we may receive as we will always accept any instructions as valid if they contain these details. If you have any doubt about an instruction you should telephone us immediately.

1.9 You accept responsibility for all instructions you send to us or arrange to be sent to us on your behalf.

2. Contacting Each Other

2.1 If you want to contact us then you may do so using the details in the *Key Information* section or by writing to us at Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6ZZ. We will normally contact you by email if we have your email address, otherwise we will use the post.

2.2 When we send you a communication we will treat it as received by you if:

(a) delivered by hand or courier, on delivery;
(b) sent by UK domestic post, two Business Days after sending;
(c) sent by international post (outside the UK), five Business Days after sending;
(d) delivered by email or via our website, immediately.

2.3 We provide these terms and conditions in English and we will only communicate with you in English when providing the Service. If we translate these terms and conditions into another language they should be treated as being informative only. We will only be bound by the English version of these terms and conditions which govern the Service.

3. General

3.1 In performing the Service we may on occasion employ agents to carry out certain activities. Before doing so we will satisfy ourselves that they are able to do the job we are asking them to do.

3.2 We will not do anything which we think 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.

3.3 When we provide you with the Service you agree that we can hold your money in a UK bank chosen by us. Under the law that will apply, we will not be responsible for anything a UK bank does or fails to do with your money. The money will be held in a separate pooled client money bank account together with other clients' monies but separate from our money. You will still have the same rights to your money. The account will be governed by the FCA Rules on client money. All money belonging to clients will be held on trust for the sole benefit of clients. We will not pay interest on monies we hold for you. If the bank becomes insolvent we will try to recoup your money on your behalf. If there is a shortfall in the money held in the client money account, all clients will share any shortfall proportionately. In this situation you may not recover all your money. You may then be able to make a claim under the Financial Services Compensation Scheme (FSCS). Sometimes, in exceptional circumstances, it may be necessary for us to hold your money in a bank based outside of the UK, (for example, to facilitate payments to you if you are based outside the UK). If so, we will take all reasonable steps to protect your money in line with local laws, which may be different from the laws in the UK. Your rights if the bank becomes insolvent may be reduced in this instance.

3.4 If we hold your money and there has been no movement in your balance for at least six years, other than for charges we may have levied, we may remove this money from the client money bank account and donate it to a registered charity of our choice. You may later claim this sum of money back from us, but you will not be entitled to claim any interest on it. We will let you know at least 28 days before we do this by writing to you at the last email or postal address we have for you. Where the amount is no more than £25 (or equivalent) and you fail to claim it before the 28 day notice period expires we will donate the money without attempting to contact you again. If the amount is more than £25 (or equivalent) after the 28 day notice period expires, we will make at least one further attempt to contact you using other means, before donating the money to charity.

3.5 If we move all or part of our business to another provider, after the move is complete we will no longer hold your money in the client money bank account. 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.

3.6 Where we owe you money we will round down the monies payable to the nearest penny. Where you owe us money we will round it up to the nearest penny. In each case we will keep the difference for our own benefit.

3.7 These terms and conditions and the Service are governed by the laws of England. You agree that any action must be brought in an English Court.

3.8 You lose your entitlement to any benefit associated with your Shares, such as a dividend payment, on the day your Shares are sold which will be before the Shares are registered with the new owners. If you receive such a benefit after your Shares are sold you may have to transfer it to the new owners of the Shares. If we become aware of such a claim when we have received the money from selling your Shares then we will account for it to the new owner of the Shares and may deduct the same amount from the proceeds of the sale.

3.9 We may withdraw the Service from you immediately due to a change in law or because we find out that you are not entitled to participate in the Service under local laws. We will settle any outstanding instructions from you before we do this, in so far as we are permitted to do so by law.

3.10 In offering the Service we will treat you as a "retail client". As a retail client you are protected by the FCA Rules and you may be eligible for compensation under the FSCS, as described further in the *Complaints and Compensation* section.

3.11 Conflicts of interest which may be detrimental to you, may arise between us, our agents, our other corporate clients, our employees and those who use this service. We will make every effort to identify and prevent such conflicts. Where this is not possible, we will manage and mitigate the conflicts. Where we cannot prevent, manage or mitigate such conflicts we will disclose details to you. You may obtain a copy of our Conflicts of Interest Policy, which we update regularly, on our website or you may request a copy by writing to us at Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS13 8AE, United Kingdom.

3.12 Only you or us have any right to enforce these terms and no third party has any right to enforce any of the terms by virtue of the Contracts (Rights of Third Parties) Act 1999.

3.13 If you owe us money we may deduct the amount that you owe to us from any amounts that we owe to you. If you owe us money we may sell enough of your Shares to recover our own costs, even if this means we sell your Shares at a loss and/or you suffer any tax liability as a result. We may also offset any monies due to you against any monies you owe us. If we plan to sell your Shares we will let you know one month before we do so. However even if we do or we offset any sums of money you may owe us, we still reserve the right to go to court to recover any outstanding monies you may owe us.

3.14 If any of these terms and conditions is found to be unfair we will not be able to rely upon it. However, that will not have any impact on the other terms and conditions which will remain in force.

3.15 You may not use this Service in a country where it would either be illegal to do so or would require us to observe regulatory procedures or legal formalities in addition to those required in England and Wales.

3.16 We will notify you when we change these terms and conditions and if we make any changes that are to your material disadvantage, we will give you not less than twenty Business Days' notice before such change becomes effective, and you will be able to withdraw from the Service.

3.17 We may change these terms and conditions without telling you beforehand if we need to change them because the law or regulation changes.

4. Data Protection

4.1 In order to provide the Service to you we need to use your personal information. We may also transfer your personal information to other countries which have different data protection laws. We will only do this if we are satisfied that there are adequate safeguards in place to protect your personal information.

4.2 For full details about how we use and share your personal information please see our Privacy Policy, which is available on our website or you may request a copy by writing to us at Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS13 8AE, United Kingdom. The Privacy Policy also explains your rights in relation to your personal information and how you can exercise them.

5. Complaints and Compensation

5.1 If you are dissatisfied with the Service we have provided you or wish to receive a copy of our complaints procedure please write to us or find a copy of our complaints procedure on our website. If we cannot resolve your complaint, you may refer it to the Financial Ombudsman Service, Telephone: +44 (0)800 023 4567 (free from UK landlines) or 0300 123 9123 (from UK mobiles) or at www.financial-ombudsman.org.uk.

5.2 Under the FSCS you may be entitled to compensation if we cannot meet our financial obligations. You may be covered for up to 100% of the first £85,000 (or equivalent) of your investments (i.e. a maximum of £85,000 per person). Where we hold your money in a client bank account and the relevant UK approved bank becomes insolvent, you may be covered under the FSCS for up to £85,000 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. Where we are required to hold your client money in a jurisdiction outside the UK, your rights in the event of insolvency may be reduced.Further details of your rights under the FSCS can be found here: www.fscs.org.uk.