

## Registering for the Registry Share Dealing Sales Service - Form 1 of 2 to be completed if selling shares

The Registry Share Dealing Sales Service is provided and operated by Computershare Investor Services PLC ('CIS') in accordance with our Terms & Conditions. Please ensure you have read our Terms & Conditions and 'What it Costs' section below. If there's something you don't understand, please give us a call on 0370 703 0084. We will perform identification checks, and we will require two certified or original forms of identification from each Shareholder as detailed below.

### Section 1: Registered Shareholder details

Registered shareholders name

Place of birth

Date of birth  Nationality (all)

National Client Identifier\*/or if a UK Company, please add LEI  \*If you have dual nationality. See attached NCI help sheet.

Contact telephone number

Email

Permanent residential address

Post code

Tax Residence  UK and/or

Are you a US citizen Yes  No

Tick here if this instruction is being made under a representation agreement (such as a Power of Attorney) and complete Section 2

### Section 2: Joint Holder details 2 (if applicable) or please add Power of Attorney or Legal Representative details

Registered shareholders name

Place of birth

Date of birth  Nationality (all)

National Client Identifier\*/or if a UK company please add LEI  \*If you have dual nationality. See attached NCI help sheet.

Contact telephone number

Email

Permanent residential address

Post code

Tax Residence  UK and/or

Are you a US citizen Yes  No

## Section 2: Joint Holder details 3 (if applicable)

Registered shareholders name

Place of birth

Date of birth  Nationality (all)

National Client Identifier\*/or if a UK Company, please add LEI  \*If you have dual nationality. See attached NCI help sheet.

Contact telephone number

Email

Permanent residential address

Post code

Tax Residence  UK and/or

Are you a US citizen Yes  No

## Section 2: Joint Holder details 4 (if applicable)

Registered shareholders name

Place of birth

Date of birth  Nationality (all)

National Client Identifier\*/or if a UK Company, please add LEI  \*If you have dual nationality. See attached NCI help sheet.

Contact telephone number

Email

Permanent residential address

Post code

Tax Residence  UK and/or

Are you a US citizen Yes  No

**Name of company(ies) and description of security in which shares are held.**  
Please note: Computershare must be the registrar in order for you to use this service.

**Shareholder Reference Number (SRN)**  
This will start with a 'C' or an 'I'

<input type="text" value="ie ABC Plc / Ordinary Shares"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

## Section 3: Nominated bank account

We will only accept instructions to make payments to the Registered holder(s) of the shares.

Bank Name

Bank Address

Account name

IBAN (if applicable)  IFSC (if applicable)

BIC/SWIFT Code (if applicable)  ABA (if applicable)

If further details are required to ensure you receive the sale proceeds for your specific bank, please add them here.

**Important Note:** Please enclose an original certified copy of a bank statement relating to the above account holders bank details.

continued overleaf

## Section 4: Declaration and authorisation (to be signed by all shareholders)

### We declare that:

- The above information is true and correct
- I/We will notify Computershare Investor Services PLC without delay of any circumstances or changes affecting the information on this form
- I/We agree to be bound by Computershare Investor Services PLC Registry Share Dealing Sales Service Terms & Conditions and Costs for this service

My/Our signature confirms all the statements on this form.

Signature

Date

Signature

Date

Signature

Date

Signature

Date

## Action checklist

Please make sure you can tick all the below boxes and return all additional forms if applicable.

### Registration

- All sections of this form have been completed, including the fields requesting nationality and National Client Identifier (for example National insurance number, please see help sheet for further information).
- If the shares are held in paper certificate form, you must write the Shareholder Reference Number (SRN) (this will be a 'C' followed by 10 digits) in Section 2.
- If the shares are held electronically by Computershare, you must write the Shareholder Reference Number (SRN) (this will be an 'I' followed by 10 digits) in Section 2.
- You have enclosed two forms of identification for each Shareholder (please refer to the 'Confirming your identity' section below) and an original bank statement of the bank account you wish the sale proceeds to be paid.

### Making a sale with a share certificate(s)

If you hold paper certificates please refer to this checklist and **ensure all related share certificates are enclosed with your sale(s) instructions(s):**

- Where you are seeking to sell shares from share certificates, you have checked with Computershare that the certificates in your possession are valid and represent the total of the shares you wish to sell. If any certificates are missing, you must contact Computershare immediately before sending in the Share Dealing Form.
- A Registry Share Dealing Sales Service Form has been completed for each holding, including the Shareholder Reference Number, and signed by all shareholders.
- You have specified the number of shares you wish to sell.

### Making a sale from a 'corporate nominee' holding

If the shares are held electronically by Computershare and your shareholder reference number begins with an 'I' please refer to this checklist:

- A Registry Share Dealing Sales Service Form has been completed for each holding, including the Shareholder Reference Number, and signed by all shareholders.
- You have specified the number of shares you wish to sell.
- If selling certificated shares or shares from a Corporate Sponsored Nominee, both the 'Registering for the Registry Share Dealing Sales Service form - 1 of 2' and 'Registry Share Dealing Sales Service - Share Dealing Form - 2 of 2' must be completed.

## Confirming your identity

In order to safeguard against financial crime, we are required by the UK's anti-money laundering regulations to confirm your identity. Please provide us with two certified forms of identification for each Shareholder, plus an original certified copy of a bank statement relating to the bank account to where the sale proceeds will be sent, as specified below:

(1) PERSONAL IDENTITY	(2) HOME ADDRESS
Valid signed Passport	Current council tax demand letter or statement
Valid UK or EEA photo card Driving Licence	State or local authority funded benefit (e.g. housing benefit, council tax benefit, tax credit, pension, educational or other grant, if not used to confirm identity)
Current council tax demand letter or statement	Recent utility bill, such as water, gas electricity or telephone. (Evidence must be dated within 90 days. Mobile phone bills are not acceptable)
State or local authority funded benefit (e.g. housing benefit, council tax benefit, tax credit, pension, educational or another grant)	Credit card statement
Instrument of a court appointment (e.g. a liquidator or grant of probate)	Instrument of a court appointment (e.g. a liquidator or grant of probate, if not used to confirm identity).
<b>(3) CURRENT BANK STATEMENT</b> (relating to the bank account to where the sale proceeds will be sent)	

All documentation provided to verify the identity and address of all Shareholders must be **certified** and supported with the following wording:

**"I certify that this is a true copy of the original document and any photograph bears a good likeness of the applicant".**

This must be an original **certified** copy – PDF and photocopies of an original certified copy are not acceptable.

Certified Documentation can only be accepted if the copy is clear and easy to read, and must be certified by one of the following:

- > Lawyer or notary public;
- > Member of the judiciary;
- > Accountant;
- > Actuary;
- > Senior Civil servant;
- > Director or manager of a regulated financial services business;
- > Serving police or customs officer.

The certification must be dated within three months and the person undertaking the certification must provide their business contact details, and must not be related to you, living at the same address or in a relationship with you.

Documents will need to be translated into English where applicable and certified accordingly.

If not appropriately certified, the document will be rejected, and a new certified copy requested.

Please ensure the Document Slip on the following page is completed by the certifier and returned with the Certified Documentation.

## What it costs

### Sale charges - Registry Share Dealing Sales Service

#### Dealing commission

Certificated Sale	1.4% of the value of the transaction, subject to a minimum of £40
Corporate Nominee Sale	1% of the value of the transaction, subject to a minimum of £20

#### Other dealing charges

PTM Levy	£1.50 on all transactions over £10,000
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## Issuer Services Dealing – Document Slip

Please return this page with your documentation. Please be aware that all verification documents must be sent by post, we are unable to accept emailed copies.

**Shareholders Name:**

**Company (in which the shares are held):**

**SRN:**

**Registered Address:**

<b>To be completed by the person certifying the verification documents</b> (NOT the shareholder)	
Print full name (including title):	
Signature:	
Job title:	
Telephone number:	
Home address:	
Business address (if applicable):	

**In addition to completing this Document Slip, the person certifying your documents must also:**

- print their name, title, and contact details on each document,
- sign their name and include their company stamp, job title or occupation with designatory letters, and
- date the documents accordingly.

## Nationality and National Client Identifier (NCI) help sheet

Please use this Help Sheet to complete your Nationality and National Client Identifier. For Dual Nationalities, please select them in the order they appear in the table below.

Austria	No NCI		
Belgium	Belgian National Number (Numéro de registre national - Rijksregisternummer)	No NCI	
Bulgaria	Bulgarian Personal Number	No NCI	
Cyprus	National Passport Number	No NCI	
Czech Republic	National identification number (Rodné číslo)	Passport Number	No NCI
Germany	No NCI		
Denmark	Personal identity code 10 digits alphanumerical: DDMMYYXXXX	No NCI	
Estonia	Estonian Personal Identification Code (Isikukood)		
Spain	Tax identification number (Código de identificación fiscal)		
Finland	Personal identity code	No NCI	
France	No NCI		
Great Britain / United Kingdom	UK National Insurance Number	No NCI	
Greece	10 DSS digit investor share	No NCI	
Croatia	Personal Identification Number (OIB - Osobni identifikacijski broj)	No NCI	
Hungary	No NCI		
Ireland	No NCI		
Iceland	Personal Identity Code (Kennitala)		
Italy	Fiscal code (Codice fiscale)		
Liechtenstein	National Passport Number	National Identity Card Number	No NCI
Lithuania	Personal code (Asmens kodas)	National Passport Number	No NCI
Luxembourg	No NCI		
Latvia	Personal code (Personas kods)	No NCI	
Malta	National Identification Number	National Passport Number	
Netherlands	National Passport Number	National Identity Card Number	No NCI
Norway	11 digit personal id (Foedselsnummer)	No NCI	
Poland	National Identification Number (PESEL)	Tax Number (Numer identyfikacji podatkowej)	
Portugal	Tax Number (Número de identificação fiscal)	National Passport Number	No NCI
Romania	National Identification Number (Cod Numeric Personal)	National Passport Number	No NCI
Sweden	Personal Identity Number	No NCI	
Slovenia	Personal Identification Number (EMSO: Enotna Maticna Številka Občana)	No NCI	
Slovakia	Personal Number (Rodné číslo)	National Passport Number	No NCI
<b>All other countries</b>	<b>National Passport Number</b>	<b>No NCI</b>	

## MiFID II FAQs

### What does it mean for customers?

The following questions might help:

#### What is MiFID II?

MiFID II stands for 'The Markets in Financial Instruments Directive 2', which is legislation that came into force on 3 January 2018. MiFID II came in to effect to increase investor protection and increase how transparent financial markets are.

#### What does this mean for me?

Under the new MiFID II legislation, organisations are required to confirm their Shareholders nationality and national client identifier (NCI). This is to enable firms to accurately report deals completed to their local regulator which for us is the Financial Conduct Authority (FCA).

#### What do I do if I act on behalf of someone else?

If you act on behalf of another Shareholder, such as a Power of Attorney, we will need to collect your NCI as the decision maker on the account, as well as the underlying Shareholder.

#### Why will I need to confirm this information?

This information is required to ensure the FCA can monitor dealing patterns and identify any market abuse. Using the NCI will ensure this reporting is consistent across all investing platforms and stockbrokers. Therefore where this data is outstanding, Shareholders will need to provide their NCI, to be able to continue dealing in their account as normal. If customers do not provide this information where necessary, it will prevent trading or delay any investments until this information is in place.

**Please note:** that this is an activity that has commenced across the industry with all stockbrokers and investment platforms needing to comply with this new legislation and therefore, Shareholders may find they are required to complete this with multiple brokers, where applicable.

**post** Computershare Investor Services PLC, Bridgwater Road, Bristol, BS99 6AL  
**phone** 0370 703 0084

Computershare Investor Services PLC is authorised and regulated by the Financial Conduct Authority, Registered Office: 12 Endeavour Square, London, E20 1JN. Computershare Investor Services PLC is on the Financial Conduct Authority Register with registration number 188534. 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.

**Kindly note:** This form is issued only to the addressee(s) and is specific to classes of security and the unique designated account printed hereon. This personalised form is not transferable between (i) different account holders; (ii) different classes of security; or (iii) different uniquely designated accounts. The issuer and Computershare Investor Services PLC accept no liability for any instruction that does not comply with these conditions.

# Registry Share Dealing Sales Service

## Share Dealing Form - Form 2 of 2 to be completed if selling shares



**Computershare Investor Services PLC**  
The Pavilions  
Bridgwater Road  
Bristol BS99 6AL  
Telephone 0370 703 0084  
DX 78139  
www.investorcentre.co.uk

Please complete name and address of first named shareholder and the names of all other shareholders

### Details of shares you wish to sell:

Name of company(ies) and description of security in which shares are held.

Please note: Computershare must be the registrar in order for you to use this service.

Shareholder Reference Number (SRN)

(This will start with a 'C' or an 'I')

Number of shares to be sold

(or ALL to sell all the shares)

Name of company(ies) and description of security in which shares are held.	Shareholder Reference Number (SRN) (This will start with a 'C' or an 'I')	Number of shares to be sold (or ALL to sell all the shares)
ie ABC Plc / Ordinary Shares		

If you have more than four securities, please use additional forms and ensure all forms are completed and signed appropriately.

### Sale instruction

Please **tick** this box to sell these shares as detailed above. **If this box is not ticked, your instruction will be rejected.**

**Please note** proceeds from a sale will be sent via your chosen payment method once the trade has settled.

### Authorisation - to be signed by all Shareholders

I/We acknowledge and accept that this instruction will be carried out in accordance with the Registry Share Dealing Sales Service Terms and Conditions. I/We agree to be bound by the Registry Share Dealing Sales Service Terms and Conditions and authorise Computershare Investor Services PLC to sell shares in line with my/our instructions.

I/We authorise Computershare Investor Services PLC to execute a transfer in my/our own names on my/our behalf to give effect to the sale of my/our shares.

Each registered holder must sign this form. By completing and signing this form I/we declare that I/we have the right to sell these shares free from any liens, charges and other third party rights.

Signature(s)	<div style="border: 1px solid black; width: 100%; height: 30px;"></div>	Date	<div style="border: 1px solid black; width: 100%; height: 30px;"></div>
Signature(s)	<div style="border: 1px solid black; width: 100%; height: 30px;"></div>		

### Checklist - please make sure you can tick all boxes before returning your form

- I have completed all sections above
- I have signed above
- I have enclosed all certificates where applicable

**post** Computershare Investor Services PLC, Bridgwater Road, Bristol, BS99 6AL  
**phone** 0370 703 0084

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# Key information about this Service

## REGISTRY SHARE DEALING SALES SERVICE TERMS AND CONDITIONS – POSTAL

### 1.1 What Service are we providing?

If you are a Shareholder and the shares are in a company whose share register is administered by Computershare, we agree to provide you with a postal share dealing service (Service). Under this Service you can instruct us to sell those shares through a Broker on an execution only basis.

You may use this service if you are over 18 years of age and a resident in, or a citizen of, United Kingdom or any of the Permitted Countries detailed in the *Permitted Countries* Section. These Permitted Countries are subject to change and an up to date list of acceptable Countries is available on the Share Dealing section of our website.

Please note once your share dealing form has been received and all supporting documents have been registered, Computershare will undertake processes to verify your identity and your instruction requirements. Only when these processes are complete will Computershare agree to accept your instruction and treat you as a "retail client" (see *General information Section 3.8*). Upon acceptance of your instruction the sale of your shares will be carried out as soon as reasonably practicable.

Due to anti-money laundering regulations (which aim to prevent criminal property being used or disguised as legitimate wealth) you may have to produce satisfactory evidence of your identity, or the identity of any person on whose behalf you are placing the dealing instruction. This identification process is designed to assist in the prevention of crime. If you do not provide the information when requested we will be unable to accept any instructions from you or provide you with any other services.

Whether you use the Service only once or on several occasions over a period of time, a separate agreement between you and us governed by these legally binding terms and conditions will arise each time you use the Service. We are authorised and regulated by the Financial Conduct Authority.

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 when we receive it and are actually able to make the transaction. Remember that past performance is no guide to future performance.

Companies wishing to use this Service must execute the Share Dealing Form as if it were a deed.

#### Features of the Service

These terms and conditions cover a number of different features and not all may apply to you. Further details are set out below:

- This Service permits you to sell all or some of your shares in the Company
- We may pay the Broker a fee for providing its service to us

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 *General provisions relating to selling shares* section for further details.

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

For Certificated shares, when we sell your shares we will charge you a dealing fee of 1.4% of the gross sale proceeds, subject to a minimum of £40. For shares held through Computershare's Corporate Sponsored Nominee service then, when we sell your shares we will charge a reduced dealing fee of 1% of the gross sale proceeds, subject to a minimum of £20.

We may also charge you a countersignature waiver fee if you have lost your share certificates and we waive the requirement for you to obtain an indemnity countersignature from a UK bank or insurance company (note that this is not available where the value of the shares is over £50,000).

For example, if we sell 1000 certificated shares for you at £1 each we will charge you a dealing fee of £40. The total amount paid to you would be £960. If those shares are held through a Corporate Sponsored Nominee service, we will charge you a dealing fee of £20. The total amount paid out to you would be £980.

You may request an itemised breakdown of total costs and charges. Further information on our charges is contained in the *What are our Costs* section.

### 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 sale of shares 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 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](mailto:web.queries@computershare.co.uk) or by post. You can also telephone us on 0370 703 0084 between 08:00 to 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. Where we make a payment to you it will be by electronic bank transfer using the bank account details you provide on the Share Dealing Form. You must tell us if you change your contact details or your bank account.

## 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.

“ <b>Broker</b> ”	means the stockbroker or Market Maker who we use from time to time in order to execute your instructions;
“ <b>Business Day</b> ”	means any day on which the London Stock Exchange (LSE) is open for business;
“ <b>Company</b> ”	means the company whose shares you can trade in under these terms and conditions 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;
“ <b>Dealing Day</b> ”	means the business day on which your trade is executed;
“ <b>FCA</b> ”	means the Financial Conduct Authority;
“ <b>FCA Rules</b> ”	means the rules, guidance and principles set out in the FCA handbook;
“ <b>Market Maker</b> ”	means the broker-dealer firm which buys shares and makes shares available to purchase at published prices in order to facilitate trading;
“ <b>Share Dealing Form</b> ”	means the form which you must complete in order to instruct us to sell shares;
“ <b>us</b> ”, “ <b>we</b> ”, “ <b>our</b> ” or “ <b>Computershare</b> ”	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
“ <b>you</b> ”	means the person using this Service.

**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 Registry Share Dealing Sales Service operates

## 2. Selling shares

*Refer to the Key Information section for further details*

2.1 Provided you send us a correctly completed Share Dealing Form and depending on the features of the Service, you can instruct us to:

(a) Sell all or some of your shares and send you the sale proceeds;

2.2 We will send you a contract note confirming your transaction.

2.3 Where we hold a cash-balance for you at the end of a quarter we will send you a statement. 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.

## 3. How and when we will sell your shares

3.1 You may instruct us to sell your shares by posting a completed Share Dealing Form to our address shown in the *Key Information* section with any required supporting documentation such as the share certificate (if applicable) and marriage certificate or power of attorney.

3.2 If you have lost your share certificate(s), you will need to contact us to give an Indemnity. You will not be able to proceed with the transaction until the indemnity has been completed. An Indemnity fee may be payable.

3.3 Due to anti-money laundering regulations (which aim to prevent criminal property being used or disguised as legitimate wealth) you may have to produce satisfactory evidence of your identity, or the identity of any person on whose behalf you are placing the dealing instruction. This identification process is designed to assist in the prevention of crime. If you do not provide the information when requested we will be unable to accept any instructions from you or provide you with any other services.

3.4 If you ask us to sell your shares we will try to do so as soon as reasonably practicable, providing all supporting documents have been registered, Computershare has received adequate verification of your identity and has agreed to accept your instruction.

3.5 We will only accept one share dealing instruction from you to sell your shares. You are not able to set a minimum price at which your shares are to be sold. We use a Broker to carry out your instructions.

3.6 If you receive a benefit (such as a dividend) in respect of shares which you have sold, you may need to pay or transfer that benefit to the new owner of the shares. We may contact you if we become aware of this. You may then lose your benefit entitlement, from the day on which the shares are traded on the relevant exchange, not from when the transfer is registered by the relevant registrar. If we are aware of a claim when we receive the money we may deduct any relevant amount from the proceeds of sale.

3.7 When we receive the monies from the Broker we will send an electronic payment to the bank account specified on the Share Dealing Form. We will only accept instructions to make payments to the Registered holder(s) of the shares.

## 4. What are our Costs?

*Refer to the Key Information section for further details*

4.1 Our costs are set out in the *Key Information* section.

4.2 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 and currency conversion 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.

4.3 Where the *Key Information* section states that we will pay the Broker a fee for providing its service to us, such fee will be included within the fee we charge you. The Broker will send us the sale proceeds. We will then deduct any remaining costs. We will then send the balance to you. We will not send

you the balance until we have received it from the Broker. If you would like further information on this arrangement please contact us using the details in the *Contacting Each Other* section.

## 5. General provisions relating to selling shares

5.1 If you instruct us to deal in your shares then 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 all sufficient 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.

5.2 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.

5.3 We and the Broker have to get you the best price reasonably available when we deal on your behalf. We or the Broker may therefore sometimes delay a transaction for several Business Days if we think that is in your best interests.

5.4 We will only accept instructions on the Share Dealing Form. We will not accept instructions given by fax, email, telephone or on a photocopied form.

5.5 We may reject instructions from you. We will notify you in writing as soon as possible if we decide not to accept an instruction from you. You may not cancel or amend any instructions to sell shares once you have posted them. Where we receive a Share Dealing Form on a day which is not a Business Day it will be treated as having arrived on the next Business Day.

5.6 If you wish for any transaction in your shares to be carried out in joint names then everyone who is a joint holder must sign the relevant form.

5.7 We will send you a contract note one Business Day after the Broker has confirmed to us the sale of shares. The contract note will detail the number of shares sold on your behalf, all applicable costs (including for any currency conversion) and the price they were sold for.

5.8 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. When you instruct us as your agent you confirm to us that you are entitled to do so and that no one else has any rights over your shares.

5.9 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.

5.10 Where trading in your 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 as described in the *General* section. We accept no responsibility for the impact that any such suspension may have on the price we may then have to sell your shares for.

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

5.12 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.

## 6. Shares dealt in a currency other than Sterling

- 6.1 If you instruct us to sell shares that are denominated in a currency other than sterling then before we send the proceeds of any sale to you we will arrange for the conversion of proceeds into sterling. We will have your authority to sign, complete and deliver any document, or do anything else which we think is necessary, to carry out the currency conversion. We may use the Broker to do the currency conversion at the same time as the sale of your shares or we may convert the currency ourselves.
- 6.2 We will carry out the currency conversion using a competitive rate based on a wholesale exchange rate. The wholesale rate is a point in time rate that is updated throughout the day subject to the availability of currencies for online trading. It will be derived from a reliable foreign exchange feed such as Reuters or Bloomberg and will also be dependent upon the ability to sell currencies.
- 6.3 We or the Broker may combine a number of foreign currency conversion instructions for shares denominated in the same currency, in order to provide a more favourable exchange rate than if each order were carried out separately. We will not accept from you any instruction that the conversion must be carried out at a minimum currency exchange rate.
- 6.4 You agree that the currency exchange rate may vary after you send us your instructions but before we are able to convert the currency, which may reduce the value of the proceeds we send you. We accept no liability for any losses or expenses which you may suffer as a result of any such movement in the currency exchange rate.

# 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, custodians and central securities depositories 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 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.
- 1.6 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.
- 1.7 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.
- 1.8 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; and
  - (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 We reserve the right to reject instructions from you. We may do this if we think we need to obtain further information from you, or to comply with any legal requirements (for example: obtaining evidence of identity to comply with money laundering regulations), if it's incorrectly completed, or to investigate any other issues we may have with your instructions. We will notify you in writing as soon as possible if we decide not to accept an instruction from you. By agreeing to use this Service, you give us permission to check your identity using electronic identity checking services where necessary.
- 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 We may withdraw the Service from you immediately due to a change in law or regulation 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.
- 3.8 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.
- 3.9 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.
- 3.10 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.
- 3.11 These terms and conditions are governed by the laws of England. You agree that any action must be brought in an English Court.
- 3.12 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.
- 3.13 You may not use this Service in a country where it would be either illegal to do so or that would require us to observe regulatory procedures or legal formalities in addition to those required in England and Wales.

#### 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.
- 4.3 When you use the Service we will conduct a search with a credit reference agency ("CRA") for the purposes of verifying your identity. The CRA may check the details that you supply against any particulars on any database (public or otherwise) to which the CRA has access in order to verify your identity. The CRA will retain a record of this search.

#### 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](http://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](http://www.fscs.org.uk).

#### 6. Permitted Countries

- 6.1 The "Permitted Countries" are Argentina, Botswana, Brazil, Chile, Gibraltar, Guernsey, Guinea, Hong Kong, Indonesia, Isle of Man, Jersey, Mexico, Namibia, Paraguay, Peru, South Africa, South Korea, Switzerland, Taiwan, United Kingdom.
- 6.2 This list may be updated from time to time with the current list displayed on our website. In the event of conflict, the list on our website takes precedence. If you are resident in another territory you will be excluded from the Service. If you are unsure of your status please call us.
- 6.3 By using this Service, you confirm that you are not a US person for the purposes of US federal income tax, and that you are not acting for, or on behalf of, a US person. The definition of a US person includes, but is not limited to, US citizens, US residents, US taxpayers or those who hold US dual nationality.