

## POSTAL IRISH APSS SHARE DEALING SERVICE TERMS AND CONDITIONS FOR THE PFIZER IRISH EMPLOYEE SHARE OWNERSHIP SCHEME

These terms and conditions form a legally binding agreement between you and us. This postal Irish APSS share dealing service (the "**Service**") is provided by Computershare Investor Services PLC to participants in The Pfizer Irish Employee Share Ownership Scheme (the "**Plan**"). Computershare Investor Services PLC is authorised and regulated by the Financial Conduct Authority ("**FCA**"). If you wish to use the Service it is your sole responsibility to inform yourself about and observe any applicable tax and legal requirements as they relate to you personally. Where these terms and conditions have been received in a country where the provision of such a service would be contrary to local laws or regulations or that would require us to comply with local governmental or regulatory procedures or legal formalities, these terms and conditions should be treated as being for information purposes only. If you instruct us to sell Shares on your behalf, we will do so on an execution-only basis. This means that we do not and will not provide you with any investment advice. You should ensure that the Service meets your own requirements. If you are in any doubt you should seek independent professional advice before taking any action. Please note that the value of Shares and the income from them are not guaranteed and Share prices may go down as well as up. You could get back less than you invest. The price of Shares may fluctuate in the period after you send your instruction but before we receive it and it is executed. Historical performances are no indicators for future performances. We cannot provide you with any advice on the suitability or otherwise of the sale transaction to your personal circumstances or any associated tax liability. Neither the Service nor these terms and conditions constitute an invitation or recommendation to sell, transfer or hold Shares.

### 1. Definitions

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

"**Associated Company**" will have the same meaning as in the Plan rules;

"**Broker**" means the broker or Market Maker which we use from time to time in order to execute your instructions;

"**Bulk Selling Option**" means the option to instruct us to sell your Shares in the weekly trade that is processed in the UK on the Bulk Selling Option Day;

"**Bulk Selling Option Day**" means each Thursday that is a Business Day or the next available Business Day where Thursday is not a Business Day;

"**Business Day**" means any day on which the London Stock Exchange ("**LSE**") and the Irish Stock Exchange ("**IESQ**") are open for business;

"**Business Hours**" means the hours within any day during which the LSE and the IESQ are open for normal business;

"**Capital Gains Tax**" means the capital gains tax liability which will arise on the sale of Shares;

"**Company**" means Pfizer Ireland Pharmaceuticals or any Associated Company, as the context requires;

"**Costs**" means our fees, commission or any other charges payable on the sale of your Shares pursuant to the Service as set out in clause 8;

"**EFT**" means Electronic Funds Transfer;

"**Form of Direction**" means the form which you must complete in order to instruct us to transfer or sell Shares acquired pursuant to the Plan;

"**FCA**" means the Financial Conduct Authority;

"**FCA Rules**" means the rules, guidance and principles set out in the FCA Handbook;

"**FSCS**" means the Financial Services Compensation Scheme;

"**Income Tax**" means any income tax which may be levied on the transfer of your Shares pursuant to the Service, the amount of which we will confirm by email upon receipt of an email request to our email address appearing in clause 10(a);

"**Market Maker**" means the entity able and willing to enter into transactions for the sale and purchase of investments at prices determined by them generally and continuously, rather than in respect of each particular transaction;

"**Plan**" means The Pfizer Irish Employee Share Ownership Scheme;

"**Release Date**" means the third anniversary of the date on which the Shares were awarded to you in accordance with the Plan rules;

"**Service**" means this postal APSS share dealing service provided by Computershare Investor Services PLC;

"**Shares**" shall have the same meaning as defined in the Plan rules;

"**Stock Exchange Trading Day**" means any day (excluding Saturday and Sunday) on which the exchange on which the Shares are listed and traded is open for business;

"**Stock Exchange Trading Hours**" means the hours within any day during which the exchange on which the Shares are listed and traded is open for normal business;

"**The Act 2012**" means the Financial Services Act 2012 as amended or replaced and any regulations made thereunder;

"**Trust**" means the trust established in accordance with Chapter I, Part 17 of the Taxes Consolidation Act 1997 and Schedule 11 to that Act as amended or re-enacted from time to time to hold Shares for the purposes of the Plan;

"**us**" or "**we**" or "**Computershare**" 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);

"**you**" means the person holding an interest in the Shares.

### 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, except where otherwise stated. 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.

### 2. Selling your Shares

(a) You may instruct us to sell some or all of your Shares by completing the Form of Direction and sending it to us by post to our address the details of which are set out in clause 10(a) below.

(b) Where you instruct us to only sell some of your Shares the remainder of your Shares will be retained in Trust.

### 3. Transferring your Shares

(a) You may instruct us to transfer some or all of your Shares into your own name by completing the Form of Direction and sending it to us by post to our address the details of which are set out in clause 10(a) below together with a Euro cheque for the payment of any Income Tax.

(b) If we have received and accepted your instruction but we are not in receipt of cleared funds with respect to any applicable transfer fee or your Income Tax liability, we may cancel your instruction to transfer the Shares into your own name.

(c) If we have received any applicable payment from you and subsequently reject your transfer instruction in accordance with clause 7(c), we will advise you of the reasons for such rejection, together with any instruction or information required from you in the event that we are still able to process your instruction. In the event that any required action from you is not forthcoming within the timeframe stipulated in such notification, we may cancel your instruction to transfer some or all of your Shares to you and arrange for your payment to be refunded.

(d) You will only be able to transfer your Shares into your own name. Where you instruct us to only transfer some of your Shares the remainder of your Shares will be retained in Trust.

(e) We will request the Company's registrar to transfer your shares into a brokerage account in your own name.

### 4. How and when we will carry out your sale instructions

(a) Subject to clause 7(c) below, if your instructions are received before 12:00 UK time on a Bulk Selling Option Day, we will where practicable, aim to instruct the Broker to process your instruction on the current Stock Exchange Trading Day failing which we will aim to do so on the next available Stock Exchange Trading Day.

(b) Subject to clause 7(c) below, if your instructions are received after 12:00 UK time on a Bulk Selling Option Day, we will process your instruction on the next available Bulk Selling Option Day.

(c) Subject to clause 7(c) below if you have chosen to sell your Shares on the Release Date then, provided we have received your valid instruction by the date stipulated on the Form of Direction, we will, where practicable, aim to instruct the Broker to process your instruction on the Release Date provided it is a Stock Exchange Trading Day, failing which we will aim to do so on the next available Stock Exchange Trading Day.

(d) We are irrevocably and unconditionally appointed to act as your agent when we undertake a transfer or sale of your Shares and by instructing us to do so you give us your authority to sign, complete and deliver any transfer form or other document and to do anything else we think necessary to give effect to your instructions.

(e) By instructing us to transfer or sell your Shares on your behalf you represent to us that you are entitled to do so and that no other person has any rights, interests or charges in or over such Shares.

(f) We will transfer or sell your Shares in accordance with the instructions given by you via the Form of Direction.

(g) In order to effect a sale we will use a Broker. Whilst we take reasonable care in the selection, appointment and continued use of such Broker we do not otherwise accept responsibility for losses, costs or expenses suffered or incurred by you as a result of any acts or omissions by such Broker.

(h) You acknowledge that orders above a certain size may be subject to manual review and entry which may cause delays in processing your instructions. All such instructions will be processed where possible within two Business Days of receipt.

(i) We may aggregate your order with instructions we receive from other clients using the Service. The Broker may also aggregate the instruction we provide to it with instructions it receives from its other clients. This may result in a more or less favourable price than if your instruction had been executed separately.

(j) If the Broker executes a number of instructions for us on a particular day then it may average the price obtained for all the orders if different instructions were dealt at different prices.

(k) We and the Broker are required to obtain the best price reasonably available at the time the sale is executed. Accordingly we and/or the Broker may delay the execution of all or part of the order until the next Stock Exchange Trading Day or number of subsequent Stock Exchange Trading Days if we believe, acting reasonably, that it is in your best interest to do so.

(l) When receiving and transmitting your instruction to a Broker for effecting a sale of Shares we will use a Broker selected from our panel of 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.

(m) The Broker will normally select execution venues that are regulated markets or multilateral trading facilities; these are markets authorised to operate in accordance with non-discretionary rules as required by the Markets in Financial Instruments Directive (e.g. the exchange on which the Shares are listed and traded). In order to obtain the best possible result the Broker may decide at its discretion to execute your instruction outside one of these markets or facilities; 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 using the Service you consent to us transmitting the instruction on the basis that the Broker may use a venue that is not a regulated market or a multilateral trading facility.**

(n) Please remember that you can only deal in your Shares in accordance with the Company's share dealing policy. By agreeing to the terms and conditions of the Service, you are giving us a warranty that your submission of your instruction does not contravene such policy. The full version of the Company's share dealing policy is available upon request from the Company.

(o) You agree that any instruction to sell your Shares will not be processed in the event of a suspension or halt of trading in the Shares. Where the processing of a transaction is effected by a halt of trading on an execution venue we shall complete the transaction as soon as reasonably practicable after trading resumes. However, we have no control over the effect of such halt of trading and/or any consequent delay may have upon the price at which your transaction is executed.

### 5. Sale Proceeds, Payment Methods and Tax

(a) If you instruct us to effect a sale of any of your Shares and subject to clause 5(d) below, we will remit sale proceeds to you in accordance with your instruction.

(b) Where EFT is one of the payment methods available to you, should we incur problems making such a payment to you, your sale proceeds will be held in a designated client money bank account pending receipt of revised Irish bank account details. We will not pay interest on monies held in this account. We reserve the right to issue your payment in the form of a Euro cheque to you to your address as it appears on our records if we are unsuccessful in making an EFT payment and/or if incorrect and/or insufficient bank account details are provided.

(c) We will usually receive the sale proceeds payable on the sale of your Shares from the Broker on the settlement date. The settlement date will normally be two Stock Exchange Trading Days following the date of the trade but will depend upon the standard practice of the market in question. We are not obliged to make any payment to you until we have received the sale proceeds from the Broker.

(d) The applicable Costs will be deducted from your sale proceeds and the net proceeds either paid to your Irish bank account by EFT or to you in the form of a euro cheque the details of which are held on our records.

(e) Neither we nor the Company will take into account any Income Tax or Capital Gains Tax which may be levied on the sale of your Shares pursuant to the Service. It is your sole responsibility to report, and if applicable pay any such tax.

(f) We will not accept (and you should not give) any instructions to make payment to anyone other than you.

(g) It will be your responsibility to update us of any change(s) to your bank account details.

### 6. Shares denominated in a currency other than euros

(a) Where the Shares are denominated in a currency other than euros, by submitting your sale instruction you:

- instruct us to arrange for the conversion of sale proceeds into euros before being remitted in accordance with clause 5 above; and
- give us your authority to sign, complete and deliver any document and to do anything else we think necessary to give effect to such instruction.

(b) In order to effect the currency conversion we may either use the same Broker which we use to effect the sale of your Shares and instruct such Broker to execute the currency conversion at the same time that we instruct it to execute the sale of your Shares or execute the currency conversion ourselves. Whilst we take reasonable care in the selection, appointment and continued use of such Broker we do not otherwise accept responsibility for

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losses, costs or expenses suffered or incurred by you as a result of any acts or omissions by such Broker.

(c) Please note that where either we or the Broker effect the currency conversion, the foreign currency exchange rate used will be a competitive rate based upon wholesale rates available in the market at the time. 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 buy and/or sell currencies and the bulk buying position.

(d) The Broker may aggregate a number of such currency conversion instructions from us in respect of which the Shares are denominated in the same currency and execute them together. We may also aggregate a number of currency conversions in respect of which the Shares are denominated in the same currency and execute them together. We and the Broker may combine orders in this way in order to seek to provide a more favourable exchange rate than if each order were executed separately.

(e) Please note that the currency exchange rate can fluctuate in the period after you send us your instruction but before the conversion is effected and this may decrease the value of the sale proceeds you receive. **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.**

(f) You may not specify the currency exchange rate or the minimum currency exchange rate to be applied to the conversion of your monies.

#### 7. Acknowledgments and Rejections

(a) We will not acknowledge receipt of your instruction.

(b) If you are sending an instruction under a power of attorney you should indicate this fact and enclose the original power of attorney or a copy certified by a solicitor or public notary, which will be inspected and returned to you. Failure to provide the required documentation will render your instruction invalid.

(c) **We reserve the right not to accept and consequently not to act upon any particular instruction from you if we consider that we need to obtain further information from you or to comply with any legal or regulatory requirement binding on us (including the obtaining of evidence of identity to comply with money laundering regulations) or to investigate any concerns we may have about the validity of or any other matter relating to your instruction. We will notify you in writing as soon as reasonably practicable if we decide not to accept a particular instruction.**

(d) We reserve the right not to accept instructions which are not given on the Form of Direction, or which have not been properly completed. Any Form of Direction which we reject will be returned to you by post.

#### 8. Our Fees

(a) Where applicable for each currency conversion executed as a result of your instruction we will charge a currency conversion commission of 1.5% of the gross sale proceeds. Where the Broker effects the currency conversion such commission will be deducted by the Broker on our behalf from the gross sale proceeds prior to sending the balance to us from which we subsequently deduct our dealing fee as set out in clause 8(b) below prior to remitting the balance to you. Where we effect the currency conversion ourselves we will deduct such commission from the gross sale proceeds prior to deducting our dealing fee (as set out in clause b) below before remitting the balance to you. Further details of this arrangement are available upon written request to Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6AL.

(b) If you are an employee of the Company, there will be no charge to you for selling your Shares. If you are no longer in the employment of the Company, for each sale of Shares executed as a result of your instructions we will charge a dealing fee of 1% subject to a minimum €65. For each sale of Shares on the Release Date, there will be no charge to you for selling your Shares.

(c) Any fee charged to transfer Shares into your own name together with the required payment method will be stipulated in the Form of Direction and will be inclusive of UK Value Added Tax.

(d) No UK or Irish Value Added Tax (VAT) is currently chargeable on dealing commissions and currency conversion fees. Should UK or Irish tax rules change in future and VAT and/or any other relevant tax be applicable on dealing commissions and/or currency conversion, this may be deducted from your sales proceeds without further notice.

(e) These charges may change from time to time. We will notify you in advance of any change(s) to our charges, which will only apply to instructions received after notification of the change(s). Instances where we may increase our charges may include but are not limited to:

- (i) increases in inflation;
- (ii) changes in interest rates;
- (iii) increases in our running costs of the Service;
- (iv) additional charges imposed by parties we work with in connection with the provision of the Service;
- (v) new services being offered under the Service;
- (vi) alterations in the provision of the Service being provided; and/or
- (vii) tax or legal changes.

(f) If we carry out any other services or provide you with any other information which is not mentioned in these terms and

conditions, then we may write and ask you to pay for that service or information.

(g) We may share a portion of the dealing fee referred to in clause 8(b) above with the Broker. Where the Broker effects the currency conversion we may also share a portion of any applicable currency conversion commission referred to in clause 8(a) above with the Broker.

#### 9. Liability

(a) We will take reasonable care in operating the Service and, unless otherwise stated in these terms and conditions, we will be responsible to you for any losses or expenses (including loss of Shares) foreseeable by us and you at the point of entering into these terms and conditions which you suffer or incur as a consequence of our breach of these terms and conditions, negligence, wilful default or fraud.

(b) **We do not accept liability for any losses or expenses suffered or incurred by you which were not foreseeable by us and you at the point of entering into these terms and conditions as a consequence of our breach of these terms and conditions, negligence or wilful default.**

(c) **We do not accept liability for any losses or expenses suffered or incurred by you which are not caused by our breach of these terms and conditions, negligence, wilful default or fraud.**

(d) **We shall not be responsible for losses caused by our breach of these terms and conditions, negligence or wilful default which fall into the following categories:**

- loss of business;
- loss of profit arising in the course of business;
- loss of opportunity (including investment opportunity); loss of potential future income, revenue, profit or increase in value; or loss of income in the form of interest;
- loss of goodwill;
- loss of anticipated savings; or
- any waste or expenditure of time.

(e) Nothing in these terms and conditions excludes or limits in any way our liability for:

- death or personal injury caused by our negligence; or
- fraud or fraudulent misrepresentation; or
- section 2 of the Supply of Goods and Services Act 1982; or
- 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.

(f) **We do not accept any responsibility for any losses or expenses suffered or incurred by you which are caused by your failure to adhere to any personal obligations imposed on you by the laws of the jurisdiction in which you are resident.**

(g) **We do not accept any responsibility for any losses or expenses suffered or incurred by you as a result of any acts or omissions of:**

- any Company;
- the Broker; or
- the Company's registrar or transfer agent (where we are not appointed as such).

(h) If you are in any doubt as to whether an instruction has been received or carried out you should telephone us immediately using our helpline the operating hours and details of which are set out in clause 10(a) below.

(i) Nothing in these terms and conditions restricts any rights you may have under the rules of the FCA or under The Act 2012.

(j) **We shall not be responsible for delays or failure to perform any of our obligations due to acts beyond our reasonable control. Such acts shall include, but not be limited to, market conditions, halts of trading on an execution venue, acts of God, strikes, lockout, riots, acts of war, terrorist acts, epidemics, pandemics, governmental regulations superimposed after the fact, communication line failures, power failure, earthquakes or other disasters.**

(k) **Any documents/instructions/cheques sent by you, or to you, are sent entirely at your own risk. We do not accept liability after despatch of any document to you.**

(l) **We are not liable for forged or fraudulent instructions.**

(m) You will be liable for all instructions given to us (including instructions given on your behalf) relating to the Plan and the Service. **We will not be liable to you for any loss or liability suffered or incurred by you as a result of acting on your instructions and/or in accordance with these terms and conditions.**

#### 10. Contacting each other

(a) Save in respect of your Form of Direction, all notices and other communications should either be submitted via e-mail to [pfizer@computershare.ie](mailto:pfizer@computershare.ie) or be addressed in writing to Computershare Investor Services (Ireland) Limited, Computershare Plan Managers, Heron House, Corrig Road, Sandycove Industrial Estate, Dublin 18, Ireland. We can also be contacted by telephone on 1800 328 150 (operating hours are 08:30 to 17:30 UK time on Business Days).

(b) 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.

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

- (i) delivered by hand or courier, at the time of delivery;

(ii) 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;

(iii) sent by post, two Business Days from the date of posting, in the case of domestic mail in the UK or five Business Days from the time of posting in the case of international mail; and

(iv) delivered by electronic mail or via Computershare's website, at the time of despatch or posting as applicable.

(d) Computershare Investor Services PLC provides its contractual terms in English and will only communicate with you in English during the provision of the Service. 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 shall be the sole operative terms and conditions governing the operation of the Service.

#### 11. General

(a) The decision to transfer or sell your Shares is solely your responsibility.

(b) The value of shares and the income from them are not guaranteed and share prices may go down as well as up. You could get back less than you invest. Historical performances are no indicators for future performances.

(c) The price of Shares may fluctuate in the period after you send your sale instruction but before we receive it and it is executed. If, as a result of market fluctuations, insufficient funds are realised from the sale of your Shares to cover Costs it will be necessary for us to contact you to recover the shortfall.

(d) You may not specify the price or the minimum price at which your Shares are to be sold.

(e) We and/or the Broker are entitled to deduct the Costs from your sale proceeds.

(f) You may not cancel or amend any instructions to sell Shares once they have been received by us. Your request will be irrevocable.

(g) You may not cancel or amend any instructions to transfer your Shares once they have been received by us. Your request will be irrevocable.

(h) We may employ agents on such terms as we deem fit and can delegate any function or responsibilities that we may have under these terms and conditions. We will satisfy ourselves that any person to whom we delegate any functions or responsibilities is competent to carry out those functions or responsibilities.

(i) Where the Broker effects the sale of Shares on your behalf pursuant to the Service, your advice note will be available to you within one Business Day of the receipt of confirmation from the Broker of the sale of your Shares. Your advice note will be placed on the website and a confirmation email will be sent to your email address held on our records. If we do not have an email address for you, an advice note will be sent to your address as held on our records. The advice note will detail the number of Shares sold on your behalf, together with the fees, commission or any other charges payable on the sale of your Shares pursuant to the Service as set out in clause 8.

(j) We will not do anything which in our reasonable opinion 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.

(k) By using the Service, you authorise us to pool any client money we hold on your behalf in the provision of this Service 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.

(l) All client money that we hold on your behalf as a consequence of administering this Service 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.

(m) 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 clause 13.

(n) 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.

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

(p) If your client money held by Computershare is £25 or less (or equivalent) 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

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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.

(q) You agree that, in the event of us 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.

(r) Cash fractions arising in respect of money due to you are rounded down to the nearest euro cent. The fees, commission or any other charges payable on the sale of your Shares pursuant to the Service (as set out in clause 8) will be charged at the prevailing rate against each individual sale instruction rounded up to the nearest euro cent and in each case the difference will be kept for our own benefit.

(s) We reserve the right to change these terms and conditions from time to time provided that if such change would be materially detrimental to you, we will give you not less than twenty Business Days' written notice before such change becomes effective.

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

(u) If you receive a benefit (e.g. a dividend) which relates to Shares you have sold, you may have to account for this benefit to the new owner of the Shares. We will contact you if we are aware that this is necessary. The date upon which you may lose your entitlement to any benefit is established by the date on which the Shares are traded on the relevant exchange, not the date upon which the transfer is registered by the relevant registrar. If we are aware of a claim at the time when we receive the money we may deduct any relevant amount from the proceeds of sale.

(v) We may choose to withdraw the Service due to developments in legislation or should it materialise that you are not eligible or permitted to participate as envisaged by us by local legislation and/or regulation without giving you any notice that the Service is no longer available. To the extent permitted by law and regulation any deals that we have accepted but have not settled prior to the Service being withdrawn will be completed.

(w) For the purpose of offering the Service, you will be categorised 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 clause 13 for further information.

(x) We will not assess the suitability of transactions 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 Service.

(y) We, any Broker and our agents may effect transactions notwithstanding that it has a direct or indirect material interest or a relationship of any description with another party which may involve a conflict with its duty to persons using the Service. We manage those conflicts of interest of which we are aware and monitor the effectiveness of our policies and procedures on a regular basis. We make every effort to disclose our interests and those of our employees where it is suspected that a conflict of interest may arise. In accordance with our regulatory responsibility on this matter we operate a documented policy that details our obligations if such events arise. Full details are available upon written request to Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6AL, United Kingdom.

(z) When transmitting your instructions to a Broker for execution we take reasonable steps to use a Broker whose stated execution policy is to obtain the best possible result. 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 us.

(aa) The parties to this agreement are you and us (the "**parties**"). The parties do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

(ab) By submitting your instruction you confirm that any resultant Shares and any sale proceeds may be used as security for the Costs in consideration of the Service that we are making available to you. Where we have not been able to deduct the full amount of the Costs from your sale proceeds, and have not otherwise been paid the full amount of the Costs by you, we will contact you to request payment of the difference. Where we have done this and still have not been paid the full amount of the Costs, we have the right to sell or otherwise dispose of any Shares which we may hold on your behalf at whatever price and in whatever manner we see fit on giving you twenty Business Days' prior written notice of our intention to do so, and we may keep the proceeds of sale to the extent that they are required to cover any outstanding Costs and other amounts incurred by us or on your behalf in connection with this clause. We will act reasonably in taking these actions. We will not be responsible for

any loss or diminution in price of any Shares sold, or for any tax liability that may arise as a result of us taking these actions. We also have the right to offset any monies due to you against any monies due from you. Whether or not we take the actions stated above, we reserve the right to take legal action against you to recover any outstanding monies due from you.

## **12. Data Protection Notice**

(a) Any personal data that we obtain from you in providing the Service will be held by us in accordance with the relevant legislation. We will only hold, use or otherwise process such of your personal data as is necessary to provide you with the Service. 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; and
- to the Broker or any other person or body in order to facilitate the provision of the Service.

(b) 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 Service you consent to such transfers being made (and where you submit information on behalf of another person you confirm that you have their consent).

(c) 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.

## **13. Complaints and Compensation**

(a) We have procedures to help effectively resolve complaints from customers. If you have any complaints about the service provided to you in connection with the Service 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](http://www.financial-ombudsman.org.uk)

(b) We are covered by the FSCS and you may be entitled to compensation if we cannot meet our 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 us or by visiting [www.fscs.org.uk](http://www.fscs.org.uk)

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