

## ONLINE SAYE EXERCISE AND SHARE DEALING SERVICE TERMS AND CONDITIONS FOR THE DIAGEO 2010 SHARES/SAVE PLAN

These terms and conditions form a legally binding agreement between you and us. This online exercise and share dealing service (the **"Service"**) is provided by Computershare Investor Services PLC to participants who hold Options in accordance with The Diageo 2010 Sharesave Plan (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. You may only use the Service to exercise your Options and, if desired, to instruct us to sell your resultant Shares if you are a participant in the Plan and you are eligible to exercise your Options in accordance with the rules of the Plan. If you instruct us to exercise your Option and sell the resultant Shares on your behalf, we will do so on an execution-only basis. This means that we (and each of our parent undertakings and our and their respective subsidiary undertakings each as defined in section 1162 of the Companies Act 2006) do not and will not provide you with any investment, taxation, legal or other advice in or in respect of any jurisdiction. 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 may go down as well as up, which may result in you receiving less than you originally invested. 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 exercise and/or sale transactions to your personal circumstances or any associated tax liability. Neither the Service nor these terms and conditions constitute an invitation or recommendation to exercise Options, sell, transfer or hold Shares. Although Options granted pursuant to the Plan may be capable of exercise in a manner which is Tax-favoured for UK Tax purposes, neither we nor the Company shall be liable for any losses or expenses suffered or incurred by you if such Tax advantages are not available in any given circumstances. You should seek advice as to the Tax implications (including, where applicable, any Tax implications in or in respect of any jurisdiction outside of the UK) of the exercise of the Option and any subsequent disposal of the Shares acquired pursuant to the Plan.

### 1. Definitions

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

**"Associated Company"** shall have the same meaning as in paragraph 47 of Schedule 3;  
**"Broker"** means the broker or Market Maker which 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 Diageo plc 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 and any subsequent conversion of sale proceeds pursuant to clause 8, as set out in clause 10;  
**"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;  
**"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;  
**"Notification"** means the notification made available to you detailing the dates and time in which you can use this exercise and share dealing service. Such notification will be placed on the website with a confirmation email sent to your email address held on our records. If we do not have an email address for you, a notification will be sent to your address as held on our records;  
**"Option"** means the right to acquire Shares at the Option Price pursuant to the Plan;  
**"Option Cost"** means the amount payable when you exercise an Option which is the Option Price multiplied by the number of shares you can purchase when you exercise the relevant Option;  
**"Option Price"** means the price per Share at which you may acquire Shares pursuant to the Plan;  
**"PIN"** means the Personal Identification Number that has been provided to you by us to enable you to access the Service;  
**"Plan"** means The Diageo 2010 Sharesave Plan;  
**"Savings"** means the amount in the Savings Account comprising of your monthly contributions, any interest or tax free bonus and, at the discretion of the Savings Carrier, any additional contribution to ensure that there will be sufficient in your Savings Account to enable you to exercise your Option in full in relation to which your Savings Account is entered into, as applicable;  
**"Savings Account"** means the account held with the Savings Carrier into which you pay your monthly contributions in accordance with the Plan;  
**"Savings Carrier"** means the bank or building society which is responsible for providing and administering the Savings Account;  
**"Schedule"** means Schedule 3 to the Income Tax (Earnings and Pensions) Act 2003;  
**"Service"** means this online exercise and share dealing service provided by Computershare Investor Services PLC;  
**"Shareholder Reference Number"** means the Shareholder Reference Number which has been provided to you by us to enable you to access the Service;  
**"Shares"** shall have the same meaning as 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;  
**"Tax"** means any tax and/or social security contribution (or equivalent) which may be levied on the exercise of your Option or sale of your resultant Shares pursuant to the Service;  
**"The Act 2012"** means the Financial Services Act 2012 as amended or replaced and any regulations made thereunder;  
**"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);

### 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. Your Instruction

(a) You may instruct us to exercise your Option to the fullest extent possible and, if you wish, sell or transfer your Shares by completing and submitting an online instruction to us via the Computershare website.

### 3. Sell all your Shares

(a) You may instruct us to exercise your Option to the fullest extent possible using your Savings to fund the Option Cost, sell all of your resultant Shares and cover the Costs from the proceeds of the sale of the Shares.

(b) If you do so and we accept such instruction to sell, we will arrange the sale of your Shares, deduct the Costs from the sale proceeds and send you the balance in accordance with your selected payment method.

### 4. Sell a specific number of your Shares

(a) You may instruct us to exercise your Option to the fullest extent possible using your Savings to fund the Option Cost and sell a specific number of your resultant Shares provided that such number will realise sufficient sale proceeds to cover the Costs.

(b) If you do so and we accept such instruction to sell, we will arrange the sale of the appropriate number of Shares, deduct the Costs from the sale proceeds and send you the residual sale proceeds in accordance with your selected payment method.

(c) We will request the Company's registrar to transfer any balance of your resultant Shares into your Sharestore Account.

### 5. Keep all your Shares

(a) You may instruct us to exercise your Option to the fullest extent possible using your Savings to fund the Option Cost and retain all the resultant Shares.

(b) If you do so, we will transfer the full amount of resultant Shares into your Sharestore Account where you have subscribed to such service.

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

(a) Subject to clause 9(b) below, processing will be carried out according to the dates and times referred to within the Notification made available to you. You may have the right to exercise your Option and if you wish sell your Shares after the final processing day specified in the Notification if you have missed a contribution or contributions into your Savings Account. In this instance contact us directly using our helpline the operating hours and details of which are set out in clause 12(a) below. Any processing carried out after the final processing day will be carried out in accordance with the timescales specified in the Notification.

(b) We are irrevocably and unconditionally appointed to act as your agent when we undertake the exercise of your Option and, as applicable, 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.

(c) By instructing us to exercise your Option, and if you wish, 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.

(d) We will transfer or sell the resultant Shares in accordance with the instructions given by you via Computershare's website.

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

(f) 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.

(g) 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.

(h) 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.

(i) 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.

(j) 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.

(k) 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.**

(l) We will liaise with the Savings Carrier, as required, for the Option Cost to be remitted to the Company on your behalf following the exercise of your Option. For the avoidance of doubt, where required, it shall be the Savings Carrier's sole responsibility to remit the Option Cost to the Company on your behalf.

(m) Your Savings Carrier will deal with any residual amount remaining from your Savings after we have arranged the exercise of your Option, in accordance with the Plan rules.

(n) At the time of receipt of your instruction or our subsequent processing of it the market price of Shares may be less than the Option Cost (**"underwater"**). We reserve the right to process your instruction regardless of whether your Option is underwater at the time of such receipt and/or processing.

(o) Please remember that you can only exercise your Option and, where applicable, deal in your resultant 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.

(p) You agree that any instruction to exercise and 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 affected 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.

### 7. Sale Proceeds and Payment Methods

(a) If you instruct us to exercise your Option and effect a sale of any of your resultant Shares, we will remit any residual sale

proceeds to you via electronic bank transfer to your UK bank account the details of which are held on our records.

(b) Should we incur problems making a payment to you pursuant to these terms and conditions, such sale proceeds will be held in a designated client money bank account pending receipt of revised UK 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 sterling cheque to you to your address as it appears on our records if we are unsuccessful in making an electronic bank transfer payment and/or if incorrect and/or insufficient bank account details are provided.

(c) We will usually receive the sale proceeds from the Broker for the Shares that have been sold on your behalf following the exercise of your Option 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. The Costs will be deducted from any sale proceeds and the balance, if any, will be remitted to you in accordance with clause 7(a) above.

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

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

(f) Neither we nor the Company will take into account any Tax for which you may be liable. It is your sole responsibility to report and, if applicable, pay any such Tax.

#### **8. Shares denominated in a currency other than sterling**

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

- instruct us to arrange for the conversion of sale proceeds into sterling before being remitted in accordance with clause 7 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 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.

#### **9. Acknowledgements and Rejections**

(a) Where you have provided your email address we will acknowledge receipt of your instruction by email and, if applicable, will inform you by email when your Shares have been sold. No acknowledgement will be sent if your email address has not been provided.

(b) **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.**

(c) We reserve the right not to accept instructions which have not been properly completed.

#### **10. Our Fees**

(a) For each sale of Shares executed as a result of your instructions we will charge a dealing fee of 0.25% of the gross sale proceeds subject to a minimum fee of £15.00. We will deduct this, any

amount payable in accordance with 10(b) below prior to remitting the balance to you.

(b) In addition to our dealing fee set out in 10(a) above, where we carry out a currency conversion as a result of your instruction we will charge a currency conversion commission of 1.5% of the gross sale proceeds

(c) No UK Value Added Tax (VAT) is currently chargeable on dealing commissions and currency conversion fees. Should UK 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.

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

(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) You must complete a separate instruction for each Option if you wish to instruct us to exercise such Option and sell some or all of your resultant Shares. A separate fee will be charged for each sale transaction even if the instructions are received at the same time.

(g) 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.

(h) We may share a portion of the dealing fee referred to in clause 10(a) 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 10(b) above with the Broker.

#### **11. 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 are 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 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;**
- **the Savings Carrier; 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 12(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 do not endorse the Savings Account in any way and accept no responsibility or liability of any kind for the provision of such by the Savings Carrier.**

**(k) 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.**

**(l) 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.**

(m) By its nature the internet is not an entirely reliable medium. The delivery time for instructions using the internet may vary considerably depending on your internet service provider, your computer system, the way in which the instruction has been routed on the internet and on third party providers. **We are not responsible for any delay in us receiving your instruction, or any inability to use, interruption to or non-availability of our website which does not arise as a result of our negligence, wilful default or fraud.**

(n) The internet is not an entirely secure environment. For this reason, despite the security measures we operate we cannot guarantee that any message or instruction sent using the internet will not be capable of being intercepted, read or copied by an unauthorised third party or parties. **We are not responsible for unlawful interception of any message or instruction sent to us which does not arise as a result of our negligence, wilful default or fraud.**

(o) You must contact us immediately if you suspect that your Shareholder Reference Number or PIN has been disclosed to, or obtained by, a third party and that its integrity is threatened. Until such notification is received by us, we will assume that any instructions received in electronic form which have been authenticated by your Shareholder Reference Number and PIN will be genuine and are valid instructions from you and we will act accordingly. **You will be liable for all such transactions.**

(p) You should be aware that from time to time the Service may not be available due to planned maintenance. Whilst we will endeavour to complete such maintenance outside of Business Hours this may not always be possible. **We will not be liable to you for any loss suffered or incurred by you due to the unavailability of the Service as a result of planned maintenance.**

#### **12. Contacting each other**

(a) All notices and other communications should either be submitted via e-mail to [Diageo@computershare.co.uk](mailto:Diageo@computershare.co.uk) or be addressed in writing to Computershare Plan Managers, Bridgwater Road, Bristol BS99 6AP, United Kingdom. We can also be contacted by telephone on 0344 472 6043 (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.

#### **13. General**

(a) The decision to exercise your Option and, as applicable, transfer or sell your resultant Shares is solely your responsibility.

(b) The value of shares is 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 the 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 cancel or amend any instructions to sell Shares received by us by completing and submitting an online instruction to us via the Computershare website provided that you do so prior to the relevant cut off date and time referred to in clause 6(a), 6(b) or 6(c). Following the successful cancellation of your original instruction, if you wish to submit a new instruction, you must do so by completing and submitting a further online instruction.

(g) 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.

(h) 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, any foreign currency exchange rate applied 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 10.)

(i) 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.

(j) 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. 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. 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 15. For operational purposes (for example, to facilitate payments to you if you are based outside the UK) we may maintain your client money in a bank based in a jurisdiction outside the UK. If we do maintain the money in a bank account with a bank not based in the UK, then we will take all reasonable steps to protect the client money in accordance with the local equivalent law and rules for the treatment of client money. These may be different to those in the UK and your rights in the event of insolvency of the bank may be reduced. We will not pay interest on any client monies held on your behalf.

(k) 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 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.

(l) 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.

(m) Cash fractions arising in respect of money due to you are rounded down to the nearest penny sterling (or, where different, the equivalent denomination of the same currency as that in which the Shares are denominated). The fees, commission or any other charges payable on the sale of your Shares pursuant to the Service (as set out in clause 10) will be charged at the prevailing rate against each individual sale instruction rounded up to the nearest penny sterling (or, where applicable, equivalent) and in each case the difference will be kept for our own benefit.

(n) 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.

(o) 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.

(p) 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.

(q) 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 15 for further information.

(r) 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.

(s) 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.

(t) 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 Computershare Investor Services PLC, Computershare Dealing Team, The Pavilions, Bridgwater Road, Bristol BS99 6AL, United Kingdom.

(u) 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.

(v) By submitting the exercise request 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.

#### **14. 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;
- to the Broker or any other person or body in order to facilitate the provision of the Service; and
- to the Savings Carrier in order to facilitate the provision and administration of the Savings Account;

(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.

#### **15. 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: +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)

(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 £75,000 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. 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)