Please Note if you have completed a transfer form for the shareholding please DO NOT use this service

Deceased Estates Sales Service – Guidance notes

If you wish to use the Deceased Estates Sales Service please carefully read this guide and ensure that you complete the enclosed dealing pack and follow the checklist below.

This pack will allow you to sell the shares in the name of the Estate, without the need to transfer the shares into the names of the executor(s)/beneficiaries. This service is provided to Computershare by The Share Centre and costs are detailed within the dealing pack.

If you wish to use this service to sell the shares, please ensure the death has been formally registered with Computershare and wait until you have received written confirmation that the register has been updated before submitting the dealing pack.

Once you have received written confirmation that the register has been updated, you may forward this pack to The Share Centre at the address in Aylesbury* ensuring all sections have been completed and any supporting documentation (certificates, if applicable and executor(s) identification) has been enclosed with the completed dealing pack.

Should you require additional executor identification forms or additional certificated sales instructions, these can be obtained by visiting www.computershare.com/deceasedestatessales/uk, or by calling 0370 703 0084.

For assistance in completing the dealing pack and/or returning the completed dealing pack, please contact:
Post: Computershare Brokerage Services, c/o The Share Centre, Aylesbury, Bucks, HP21 8ZB
Phone: 0370 703 0084
Email: enquiries@computershare.trade

Note: Only the dealing pack should be returned to the above address. Any other correspondence which is in connection with the Registration of the death should be sent to the Computershare address, which can be found within the Bereavement Pack.

**Checklist: Before you return the dealing pack please ensure you have:-**

- Received written confirmation from Computershare that the death has been formally registered
- Completed all sections of the dealing pack and signed where appropriate by all named executors
- Enclosed the necessary executor(s) identification documents. It is a legal requirement that all of the executors are identified
- Enclosed any share certificates (if applicable)

* should you return your completed dealing pack to Computershare, they will endeavour to forward this to The Share Centre at your risk. Computershare or The Share Centre will not accept any liability, financial or otherwise for the loss of documentation when returned to the incorrect location.
Register for the Deceased Estates Sales Service

The Deceased Estates Sales Service (DESS) is provided and operated by The Share Centre on behalf of Computershare Investor Services PLC ("CIS") in accordance with the DESS Terms and Conditions. Before registering, please ensure you have read the DESS Terms and Conditions and Tariff.

To comply with anti-money laundering regulations, all Executors need to provide two original forms of identification as detailed overleaf.

Section 1: Sole/first named Executor’s details (all correspondence will be sent here)

<table>
<thead>
<tr>
<th>Title</th>
<th>Forenames</th>
<th>Surname</th>
<th>Date of birth</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone</th>
<th>Mobile</th>
<th>Email</th>
<th>Permanent residential address</th>
<th>Post code</th>
<th>Time at address</th>
<th>years</th>
<th>months</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Previous address</th>
<th>Post code</th>
<th>Time at address</th>
<th>years</th>
<th>months</th>
</tr>
</thead>
<tbody>
<tr>
<td>(if less than 3 years at current address)</td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Memorable word</th>
<th>Please choose a word with 8 characters or more (not your name).</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

If you are a solicitors firm which is authorised by the estate to receive information, or that has been appointed Executor, please complete the below

<table>
<thead>
<tr>
<th>Contact name</th>
<th>Company name</th>
<th>Company address</th>
<th>Post code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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</tbody>
</table>

If there is more than one Executor, please complete the additional Executors details below and overleaf.

Second Executor’s details

<table>
<thead>
<tr>
<th>Title</th>
<th>Forenames</th>
<th>Surname</th>
<th>Date of birth</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone</th>
<th>Mobile</th>
<th>Email</th>
<th>Permanent residential address</th>
<th>Post code</th>
<th>Time at address</th>
<th>years</th>
<th>months</th>
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<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Previous address</th>
<th>Post code</th>
<th>Time at address</th>
<th>years</th>
<th>months</th>
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</thead>
<tbody>
<tr>
<td>(if less than 3 years at current address)</td>
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</tbody>
</table>

Third Executor’s details

<table>
<thead>
<tr>
<th>Title</th>
<th>Forenames</th>
<th>Surname</th>
<th>Date of birth</th>
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</thead>
<tbody>
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</tbody>
</table>

<table>
<thead>
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<th>Mobile</th>
<th>Email</th>
<th>Permanent residential address</th>
<th>Post code</th>
<th>Time at address</th>
<th>years</th>
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<tr>
<th>Previous address</th>
<th>Post code</th>
<th>Time at address</th>
<th>years</th>
<th>months</th>
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<tbody>
<tr>
<td>(if less than 3 years at current address)</td>
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</table>

continued overleaf
**Section 2: Details of the deceased**

Please ensure the correct documentation has been registered with the registrar before you proceed.

<table>
<thead>
<tr>
<th>Full name</th>
<th>Date of birth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of company(ies) in which shares are held</td>
<td>Probate date</td>
</tr>
</tbody>
</table>

**Nationality (all)**

<table>
<thead>
<tr>
<th>National Client Identifier*</th>
</tr>
</thead>
</table>

*If you have dual nationality. See attached NCI help sheet.

Name of company(ies) in which shares are held

<table>
<thead>
<tr>
<th>Names of company(ies) in which shares are held</th>
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</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

**Section 3: Nominated bank account**

To receive sale proceeds directly to your chosen bank account, please provide details below. **Important:** please be aware that if you choose to not provide bank details then your sale proceeds will be sent to you via cheque, and you will be charged a cheque administration fee in line with our tariff. If the value of your sale proceeds is less than the cheque administration fee then we will not be able to send your proceeds to you.

<table>
<thead>
<tr>
<th>Bank/building society</th>
</tr>
</thead>
<tbody>
<tr>
<td>Branch address</td>
</tr>
<tr>
<td>Account name</td>
</tr>
<tr>
<td>Bank/building account number</td>
</tr>
<tr>
<td>Sort code</td>
</tr>
<tr>
<td>Ref. for payment</td>
</tr>
</tbody>
</table>

Please enclose an original statement relating to the above account holder's bank details. If requesting a transfer to a Euro account, please ensure the IBAN is included on the statement.

**Section 4: Declaration and authorisation (to be signed by all Executors)**

We declare that:

- The above information is true and correct
- We will notify Computershare Investor Services PLC and The Share Centre without delay of any circumstances or changes affecting the information on this form and in respect of changes to Executors
- We agree to be bound by the DESS Terms and Conditions and Tariff for this service

Our signature(s) confirms all the statements on this form.

<table>
<thead>
<tr>
<th>Executor 1 signature</th>
</tr>
</thead>
<tbody>
<tr>
<td>Executor 2 signature</td>
</tr>
<tr>
<td>Executor 3 signature</td>
</tr>
<tr>
<td>Executor 4 signature</td>
</tr>
</tbody>
</table>

Date

Computershare Investor Services PLC will, from time to time, provide The Share Centre with information on their services which we will send to you. We will not provide you with information on our own services. Please tick the box to confirm you are happy to receive this. You can also update your preferences at any time in the future.

continued overleaf
Action checklist

Please make sure you can tick all the below boxes and return all additional forms if applicable. Please note, due to the volume of correspondence received by this service, we cannot hold onto incomplete submissions. Any incomplete submissions received by The Share Centre will be immediately returned.

Registration

☐ The death has been formally registered with the registrar and you have received written confirmation that the shareholding has been updated.

☐ All sections of this form have been completed, including the fields requesting the deceased’s nationality and National Client Identifier (for example National insurance number, please see help sheet for further information).

☐ You have enclosed two forms of identification for each Executor (please refer to the ‘Confirming your identity’ section below).

☐ All Executors have signed the declaration.

☐ If the shares are held in paper certificate form, a ‘Certificated Dealing Sales Instruction’ form has been completed for each holding and signed by all Executors. You have enclosed the form(s) and all related certificates.

☐ If the shares are held electronically by Computershare, the ‘Corporate Nominee Sales Instruction’ form has been completed and signed by all Executors and you have enclosed this form. You must specify the number of shares you wish to sell.

Making a sale with a share certificate(s)

If you hold paper certificates please refer to this checklist:

☐ Where you are seeking to sell shares from share certificates, you have checked with the registrars 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 the registrars.

☐ All related share certificates must be enclosed with your sales instruction(s).

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:

☐ Where you are completing a Corporate Nominee Sales Instruction Form, you must write the Shareholder Reference Number (this will be an ‘I’ followed by 10 digits) in Section 2.

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 original forms of identification, as specified below.

you MUST post to us:

● A bank or building society account statement showing entries within the last six months

and ONE of the following:

● Council tax bill (for the current year)

● Utility bill: gas, electricity, water or home/mobile phone

● Benefits Agency letter confirming the right to benefits or the state pension e.g. child benefit or working families tax credit

● HM Revenue and Customs correspondence (UK only) or tax notification e.g. statement of account, tax assessment, tax code notification

If visiting us in person rather than using the post, please also bring a valid passport or driving licence showing your photograph.

each document MUST:

● Be the original (no photocopies or internet printouts – remember, you can request an original statement from your bank if needed)

● Be less than six months old

● Show your title (Mr/Mrs etc), initials, surname and permanent residential address
## What it costs

### Sale charges

<table>
<thead>
<tr>
<th>Dealing commission</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Certificate Sale</td>
<td>1% of the value of the transaction, plus £35.00*</td>
</tr>
<tr>
<td>Corporate Nominee Sale</td>
<td>1% of the value of the transaction, plus £25.00**</td>
</tr>
</tbody>
</table>

*The first £35 of the dealing commission charged on a transaction is paid to The Share Centre; the remainder is paid to CIS.

**The first £25 of the dealing commission charged on a transaction is paid to The Share Centre; the remainder is paid to CIS.

### Other dealing charges

| PTM Levy | £1.00 on all transactions over £10,000. |

### Other fees

<table>
<thead>
<tr>
<th>Registration fees</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Deceased Sales Service</td>
<td>£20.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Transfer of sale proceeds</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Euro bank transfer (Overseas)</td>
<td>Free</td>
</tr>
<tr>
<td>3-5 days transfer (UK)</td>
<td>Free</td>
</tr>
<tr>
<td>Same day transfer (UK)</td>
<td>£25.00</td>
</tr>
<tr>
<td>By cheque</td>
<td>£25.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company registrars rejection</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Handling fee</td>
<td>£15.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Duplicate contract note</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Handling fee</td>
<td>Free</td>
</tr>
</tbody>
</table>

## Still not clear?

The following questions might help:

### I am unable to provide the requested identification. What should I do?

We may be able to verify your identity by other means, so please call our Customer Service team on 0370 703 0084 to discuss your circumstances. Please note that we cannot process your request or provide you with the requested service until we have confirmed your identity.

### I already have an account with you. Do I need to re-confirm my identity?

If you’ve used your account recently, we probably won’t need to re-confirm your identity. However, it’s probably worth checking with our Customer Service team, since we are required to re-verify customers’ identities from time to time.

### I’ve applied for a joint share account. Do I need to provide identification for the joint account holder?

Yes. We need to confirm the identities for each person named on your completed application form, or your share certificate if you are using our Certificate Sales service.

### Other questions or problems?

If you have any further questions or problems, feel free to give us a call on 0370 703 0084.

Please note that we reserve the right to request additional proof of your identity at our discretion.
## 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.

<table>
<thead>
<tr>
<th>Country</th>
<th>National Identification Number</th>
<th>National Client Identifier</th>
</tr>
</thead>
<tbody>
<tr>
<td>Austria</td>
<td>No NCI</td>
<td></td>
</tr>
<tr>
<td>Belgium</td>
<td>Belgian National Number (Numéro de registre national - Rijksregisternummer)</td>
<td>No NCI</td>
</tr>
<tr>
<td>Bulgaria</td>
<td>Bulgarian Personal Number</td>
<td>No NCI</td>
</tr>
<tr>
<td>Cyprus</td>
<td>National Passport Number</td>
<td>No NCI</td>
</tr>
<tr>
<td>Czech Republic</td>
<td>National identification number (Rodně číslo)</td>
<td>Passport Number</td>
</tr>
<tr>
<td>Germany</td>
<td>No NCI</td>
<td></td>
</tr>
<tr>
<td>Denmark</td>
<td>Personal identity code 10 digits alphanumerical: DDMMMYYYYXX</td>
<td>No NCI</td>
</tr>
<tr>
<td>Estonia</td>
<td>Estonian Personal Identification Code (Isikutood)</td>
<td>No NCI</td>
</tr>
<tr>
<td>Spain</td>
<td>Tax identification number (Código de identificación fiscal)</td>
<td>No NCI</td>
</tr>
<tr>
<td>Finland</td>
<td>Personal identity code</td>
<td>No NCI</td>
</tr>
<tr>
<td>France</td>
<td>No NCI</td>
<td></td>
</tr>
<tr>
<td>Great Britain / United Kingdom</td>
<td>UK National Insurance Number</td>
<td>No NCI</td>
</tr>
<tr>
<td>Greece</td>
<td>10 DSS digit investor share</td>
<td>No NCI</td>
</tr>
<tr>
<td>Croatia</td>
<td>Personal Identification Number (OIB - Osobni identifikacijski broj)</td>
<td>No NCI</td>
</tr>
<tr>
<td>Hungary</td>
<td>No NCI</td>
<td></td>
</tr>
<tr>
<td>Ireland</td>
<td>No NCI</td>
<td></td>
</tr>
<tr>
<td>Iceland</td>
<td>Personal Identity Code (Kennitalo)</td>
<td>No NCI</td>
</tr>
<tr>
<td>Italy</td>
<td>Fiscal code (Codice fiscale)</td>
<td></td>
</tr>
<tr>
<td>Liechtenstein</td>
<td>National Passport Number</td>
<td>National Identity Card Number</td>
</tr>
<tr>
<td>Lithuania</td>
<td>Personal code (Asmens kods)</td>
<td>National Passport Number</td>
</tr>
<tr>
<td>Luxembourg</td>
<td>No NCI</td>
<td></td>
</tr>
<tr>
<td>Latvia</td>
<td>Personal code (Personas kods)</td>
<td>No NCI</td>
</tr>
<tr>
<td>Malta</td>
<td>National Identification Number</td>
<td>National Passport Number</td>
</tr>
<tr>
<td>Netherlands</td>
<td>National Passport Number</td>
<td>National Identity Card Number</td>
</tr>
<tr>
<td>Norway</td>
<td>11 digit personal id (Foedselsnummer)</td>
<td>No NCI</td>
</tr>
<tr>
<td>Poland</td>
<td>National Identification Number (PESEL)</td>
<td>Tax Number</td>
</tr>
<tr>
<td>Portugal</td>
<td>Tax Number (Número de identificação fiscal)</td>
<td>National Passport Number</td>
</tr>
<tr>
<td>Romania</td>
<td>National Identification Number (Cod Numeric Personal)</td>
<td>National Passport Number</td>
</tr>
<tr>
<td>Sweden</td>
<td>Personal Identity Number</td>
<td>No NCI</td>
</tr>
<tr>
<td>Slovenia</td>
<td>Personal Identification Number (EMSO: Enotna Matrica Števlika Obcana)</td>
<td>No NCI</td>
</tr>
<tr>
<td>Slovakia</td>
<td>Personal Number (Rodně číslo)</td>
<td>National Passport Number</td>
</tr>
<tr>
<td>All other countries</td>
<td>National Passport Number</td>
<td>No NCI</td>
</tr>
</tbody>
</table>
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 new legislation that comes into force on 3 January 2018. MiFID II is coming 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 customer’s nationality and national client identifier (NCI) by 3 January 2018. This is to enable firms to accurately report deals completed to their local regulator which for us is the Financial Conduct Authority.

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

If you act on behalf of another customer, such as a Power of Attorney/ third party mandate, or a registered contact for minors, we will need to collect your NCI as the decision maker on the account, as well as the underlying account owner.

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, customers will need to provide their NCI, prior to 3 January 2018, 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 will be commencing across the industry with all stockbrokers and investment platforms to comply with this new legislation and therefore, customers may find they are required to complete this with multiple brokers, where applicable.
Corporate Nominee Sales Instruction

Section 1: Your details

<table>
<thead>
<tr>
<th>Name</th>
<th>Customer reference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone</td>
<td>Mobile</td>
</tr>
<tr>
<td>Email</td>
<td></td>
</tr>
</tbody>
</table>

**Deceased Corporate Nominee sale (if applicable)**

☐ I confirm the correct documentation has been sent to Computershare and I have received confirmation that the death has been registered.

Section 2: Corporate Nominee details

<table>
<thead>
<tr>
<th>Company</th>
<th>Shareholder Reference No</th>
<th>No of shares to be sold</th>
<th>limit price (p)</th>
<th>No of days*</th>
</tr>
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<tbody>
<tr>
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*limit prices can be monitored for up to a maximum of 90 days

Section 3: Sale instruction

Please sell these shares at: (tick one)

- ☐ Best price (default)
- ☐ a Limit price

Section 4: Nominated bank account

To receive sale proceeds directly to your chosen bank account, please provide details below. **Important:** please be aware that if you choose to **not** provide bank details then your sale proceeds will be sent to you via cheque, and you will be charged a cheque administration fee in line with our tariff. If the value of your sale proceeds is less than the cheque administration fee then we will not be able to send your proceeds to you.

<table>
<thead>
<tr>
<th>Bank/building society</th>
<th>Branch address</th>
</tr>
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<tbody>
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<table>
<thead>
<tr>
<th>Account name</th>
<th>Bank/building society number</th>
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<thead>
<tr>
<th>Building society roll number</th>
<th>Sort code</th>
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Section 5: Authorisation **to be signed by all shareholders/ executors**

I/we authorise Computershare Investor Services PLC and The Share Centre Limited to sell the shares as detailed above, according to the Terms and Conditions.

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Important information relating to the Deceased Estates Sales Service (DESS) – Please Read

These terms and conditions apply to the Deceased Estates Sales Service ('the Service') incorporating Certificate and Corporate Sponsored Nominee sales.

Computershare Brokerage Services are provided by The Share Centre Ltd ('TSC'), which is a member of the London Stock Exchange and is authorised and regulated by The Financial Conduct Authority and is entered on the register www.fca.gov.uk/register under reference 146768. Registered office: Oxford House, Oxford Road, Aylesbury, Buckinghamshire, HP21 8SZ. Email: info@share.co.uk. Registered in England no 2461949. VAT registration no. 596 3918 82.

Computershare Investor Services PLC ('CIS') is registered in England and Wales No 3498808, Registered Office: The Pavilions, Bridgwater Road, Bristol, BS13 8AE. Computershare Investor Services PLC is on the Financial Conduct Authority Register with registration number 188534. The main business of Computershare Investor Services PLC is the provision of share registry and shareholder services.

For your own benefit and protection you should read these terms carefully before you proceed. They constitute a binding agreement between you, CIS and TSC. If you do not understand anything, please contact TSC on 0370 703 0084.

You accept that the prices and values of investments, and products related to them, together with the income they produce, can go down as well as up and that you may get back less than your initial investment. In addition, the levels and bases of taxation may change, both generally and in relation to specific products and investments. Consequently CIS and TSC cannot accept responsibility for any movements in the value of your investments. Past performance is no indication of future performance.
Certificate Sales & Corporate Nominee Sales

1. The Service can be used to sell United Kingdom (“UK”) ordinary shares which can be dealt in on the London Stock Exchange (“LSE”), Alternative Investment Market (“AIM”) and such other market as CIS and TSC may decide, and are subject to the standard LSE market deal on the settlement period.

2. Throughout these terms, “you” or “your” refer to the owner of the shares, which could be you as an individual, you and named others or a legal entity, for example a company, trust, Executor or Personal Representative. “We” or “us” refers to CIS and TSC.

3. When you sign the certificate sales form or the corporate nominee sales form and place a dealing instruction with TSC, you are agreeing to abide by these terms and conditions, and they will constitute a legal agreement (“the Agreement”) between you, CIS and TSC, and that TSC will provide its Service and what you will be expected to do.

4. This Agreement will apply to any instructions you give to us for the sale of certificated shares or corporate sponsored nominee holdings. In addition to these terms and conditions the Agreement also includes the Deceased Estates Sales Service dealing pack that describes the Service in more detail and describes the charges. No other terms and conditions will apply, unless notified to you.

5. If you send us a completed transfer together with the sale form then the transfer form will be delayed pending receipt of your balance share certificate arising from the share transfer.

6. If you wish to sell part of your shareholding and transfer part of your shareholding and you only provide one share certificate to cover both transactions your share sale may be delayed pending receipt of your balance share certificate arising from the share transfer.

7. If you send your completed sale form and share certificate(s) to TSC together with any legal documents that are required by CIS in Bristol to update the share register then we will use our endeavours to forward those documents on to CIS together with a copy of the share certificate(s) that CIS will require in order to complete the update of the share register. If you send your dealing forms to CIS then CIS will use reasonable endeavours to forward the forms to TSC in order for TSC to complete the sale.

8. This Agreement is in English and all future communications with you will also be in English. The Agreement is governed by English law and will be subject to the exclusive jurisdiction of the English courts.

9. Even after you accept this Agreement, TSC and CIS have an absolute right to decide not to accept any instruction from you to sell shares. This includes, but is not limited to, an absolute right to refuse to accept a dealing instruction from persons who are residents or domiciled in country outside the United Kingdom and Ireland. If TSC or CIS choose not to accept your instruction, and you have provided TSC with any share certificates or other documentation, these will be returned to the address given by you on the sale form.

10. If you are resident in, or a citizen of, a jurisdiction outside the United Kingdom and Ireland and wish to use this Service, it is your responsibility to inform yourself about and observe any applicable legal requirements.

11. 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, before TSC can do any business with you. 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.

12. TSC and CIS will only use your personal information in accordance with relevant data protection laws. You are entitled to a copy of any personal information TSC or CIS hold about you and on certain written records free of charge. Further information on how we will look after your data, how we will use your data and your rights in relation to your data is contained within TSC’s Privacy Policy, available from TSC’s website, www.share.com, and CIS’s Privacy Policy available from CIS’s website at www.computershare.com/uk/privacypolicy

13. You will be treated as a ‘retail client’ under the rules of the FCA, which means that you are entitled to the full extent of applicable regulatory protections. You have the right to request to be classed as either a ‘professional client’ or ‘eligible counterparty’. This request must be made in writing and re-classification will only apply when TSC confirm to you in writing. Please note that re-classification is dependent on you meeting certain criteria and that it will in limitations to the level of applicable regulatory protections. This may result in a loss of access to the Financial Ombudsman Service and Financial Services Compensation Scheme which are explained further below. Details of different client classifications can be obtained from TSC’s Compliance team.

14. There may be times when a conflict of interest develops between you and TSC or between you and another of TSC’s customers. TSC has taken all reasonable steps to prevent conflicts of interest from adversely affecting the interests of its customers. A summary version of TSC’s Policy is set out in Schedule 1 below. CIS and our agents may aggregate over a number of sales, your trade(s) may be delayed while TSC obtains permission from CIS to execute the trades.

15. Commission and other charges on deals will be applied at the rate shown in this Agreement (or as subsequently published prior to acceptance of the relevant dealing instruction). You must also pay any applicable duties and taxes that TSC is required to charge you (e.g. the Panel on Takeovers and Mergers (“PTM”) Levy). You may also incur other costs and/or expenses (e.g. Capital Gains Tax which are not collected or deducted by TSC). TSC may aggregate (i.e. combine your dealing instructions) with those of other customers, which may operate on some occasions to your disadvantage. Further information is contained within TSC’s Order Allocation Policy, which is detailed within Schedule 3 of these terms and conditions. If you instruct TSC to sell shares with a value greater than £100,000, either in one sale or aggregated over a number of sales, your trades will be delayed while TSC obtains permission from CIS to execute the trades. Further information is contained within TSC’s Order Allocation Policy, which is detailed within Schedule 3 of these terms and conditions.

16. If you instruct TSC to sell shares with a value greater than £100,000, either in one sale or aggregated over a number of sales, your trades will be delayed while TSC obtains permission from CIS to execute the trades.

17. Commission and other charges on deals will be applied at the rate shown in this Agreement (or as subsequently published prior to acceptance of the relevant dealing instruction). You must also pay any applicable duties and taxes that TSC is required to charge you (e.g. the Panel on Takeovers and Mergers (“PTM”) Levy). You may also incur other costs and/or expenses (e.g. Capital Gains Tax which are not collected or deducted by TSC). TSC may aggregate (i.e. combine your dealing instructions) with those of other customers, which may operate on some occasions to your disadvantage. Further information is contained within TSC’s Order Allocation Policy, which is detailed within Schedule 3 of these terms and conditions.

18. If you instruct TSC to sell shares with a value greater than £100,000, either in one sale or aggregated over a number of sales, your trades will be delayed while TSC obtains permission from CIS to execute the trades.

19. Commission and other charges on deals will be applied at the rate shown in this Agreement (or as subsequently published prior to acceptance of the relevant dealing instruction). You must also pay any applicable duties and taxes that TSC is required to charge you (e.g. the Panel on Takeovers and Mergers (“PTM”) Levy). You may also incur other costs and/or expenses (e.g. Capital Gains Tax which are not collected or deducted by TSC). TSC may aggregate (i.e. combine your dealing instructions) with those of other customers, which may operate on some occasions to your disadvantage. Further information is contained within TSC’s Order Allocation Policy, which is detailed within Schedule 3 of these terms and conditions.

20. If you instruct TSC to sell shares with a value greater than £100,000, either in one sale or aggregated over a number of sales, your trades will be delayed while TSC obtains permission from CIS to execute the trades.

21. Neithers TSC nor CIS can accept any liability for certificates or transfer forms which are lost or delayed in the post, whether being sent by you to TSC or CIS, or by CIS or TSC to you. TSC and CIS accept no liability for movements in share prices. TSC and CIS do not provide advice on the legal implications of accepting this Agreement or on any aspects of taxation.

22. Once TSC has received your dealing instructions, including a properly completed and signed sales form, your holding has been validated, TSC has received adequate verification of your identity and has agreed to accept your instruction, the sale of your shares will be carried out as soon as reasonably practicable.

23. If you sell shares with a value greater than £100,000, either in one sale or aggregated over a number of sales, your trades may be delayed while TSC obtains permission from CIS to execute the trades.

24. If you instruct TSC to sell shares with a value greater than £100,000, either in one sale or aggregated over a number of sales, your trades may be delayed while TSC obtains permission from CIS to execute the trades.

25. If you instruct TSC to sell shares with a value greater than £100,000, either in one sale or aggregated over a number of sales, your trades may be delayed while TSC obtains permission from CIS to execute the trades.
25. Net sale proceeds will be sent to you, either electronically or by cheque, on or as soon as practical following the relevant settlement day, provided TSC has received payment from the market. The cheque will be made payable to you, or in the event of joint holders, the joint holders named on the certificate (unless all the joint holders request cheques for pro rata equal amounts payable to each of them). In the event that the proceeds are requested to be paid by cheque, they will be subject to the cheque administration charge applicable at the time which may or may not lead to the proceeds being paid out.

26. You agree to be responsible for any costs or losses incurred by TSC, CIS and/or the Nominee which a reasonable person would consider to have been incurred by them and be reimbursable to them:

- as a result of your specific request, fault, omission or dishonesty; and/or
- arising from the proper performance of their functions or the proper exercise of the terms of this Agreement, except where such costs or losses are due to their fraud, wilful default or negligence.

TSC, CIS and/or the Nominee shall not be responsible for any costs or losses incurred by you, except where this is due to TSC’s, CIS’s and/or the Nominee’s fraud, wilful default or negligence. Neither this paragraph nor anything else within this Agreement will restrict or exclude any duty or liability owed to you under the rules of the FCA, the Financial Services and Markets Act 2000 (“FSMA”), Financial Services Act 2012 or under common law.

27. If TSC or CIS fails to perform, interrupts performance of or delays performing its obligations under this Agreement because of a breakdown, failure or malfunction of any telecommunications or computer services or systems (internally or externally) or any other event not reasonably within its control, then neither TSC nor CIS will be liable to you. Neither TSC nor CIS will be responsible for any loss or damage caused by such an event or suffered by you as a result of such events.

28. TSC or CIS may, at any time where they reasonably consider it necessary or desirable to do so, suspend all or any of its services including, without limitation, carrying out repairs or upgrades to hardware or software and correcting any hardware or software error and neither TSC nor CIS shall be liable for any losses incurred by you arising from the suspension.

29. Communications sent by you shall be deemed received only if actually received by TSC or CIS.

30. Telephone calls will be recorded for the purposes of training, quality control and monitoring and confirming regulatory compliance.

31. TSC, CIS and the Nominee may employ agents on such terms as they think fit. TSC and CIS will satisfy themselves that any person to whom they delegate any of their functions or responsibilities under this Agreement are competent to carry out those functions and responsibilities. TSC and CIS will take reasonable care in the selection and supervision of such agents.

32. If you have a complaint, please contact the department at TSC or CIS you have an issue with. If you have a complaint about share registration then please refer to CIS. If you have a complaint about brokerage services please refer to TSC. You can contact us by any means including letter, telephone or email. If TSC or CIS cannot resolve the complaint to your satisfaction, you may be entitled to refer it to the Financial Ombudsman Service, the independent complaints handling body for the financial services industry. A copy of TSC’s complaints handling procedure is available upon request. A copy of CIS’s complaints handling procedure is available upon request.

33. TSC and CIS participate in the Financial Services Compensation Scheme, established under the FSMA, which provides compensation to eligible investors in the event of the firm being unable to meet its customer liabilities. Payments under the protected investment business scheme are limited to a maximum of the first £85,000 of the claim. Further information is available from www.fscs.org.uk.

34. Should any clause within this Agreement or part thereof become or be declared illegal, invalid or unenforceable for any reason, the remainder of the clause and Agreement shall be unaffected and shall remain in full force and effect.

35. The Contracts (Rights of Third Parties) Act 1999 will not apply to this Agreement, meaning that only you and TSC have the right to enforce any of the terms and conditions mentioned.

36. You have the right to cancel this Agreement for a period of up to 14 days from the day on which TSC accepts your application (i.e. the date of the welcome letter or email that will be sent to you) subject to the following:

- the right to cancel cannot apply to any dealing instructions to sell shares made by you and received by TSC;
- in order to cancel the Agreement, you must ensure that your written instructions to cancel are sent to TSC for its nominated agent before the end of the 14 day period from acceptance of your application by TSC;
- if you do decide to cancel, you must still pay for any services that TSC has actually provided (which may include re-registration and commission charges), based on the published tariff sheet.

SCHEDULES

Schedule 1

Conflicts of Interest Policy – Summary Version

TSC aims to identify and prevent conflicts of interest which may arise between itself and its customers, and between one customer and another, in order to avoid any adverse effect on its customers. This Policy sets out procedures, practices and controls in place to achieve this. The avoidance of potential conflicts of interest is a key consideration, so operational structures and procedures, password-controlled systems, data hierarchy, and the clear segregation of roles and responsibilities are all designed to work preventing any conflicts arising in the first place. This Policy applies to all officers (whether Executive or Non-Executive), employees and any persons directly or indirectly linked to the Share plc group of companies (“the Group”) and refers to all interactions with all customers of the Group.

Scope

Types of conflict which may carry a material risk of damage to the interests of a customer include, but are not limited to, the following. Where the Group or any person directly or indirectly linked to the Group:

- is likely to make a financial gain or avoid a financial loss at the expense of the customer;
- has an interest in the outcome of a service provided to, or of a transaction carried out on behalf of, the customer which is distinct from that customer’s interest in that outcome;
- has a financial or other incentive to favour the interest of another customer or group of customers over the interests of the customer;
- carries on the same business as the customer;
- receives, or will receive, from a person other than the customer an inducement in relation to the service provided to the customer in the form of monies, goods or services, other than the standard commission or fee for that service;
- designs, markets or recommends a product or service without properly considering all the Group’s other products and services and the interest of their customers.

Guarding against conflicts of interest

A number of different safeguard systems and processes are in place in order that the potential for conflicts of interest is minimised:

- personal account dealing requirements upon all officers, employees and certain associates of TSC in relation to their own investments;
- an Investment Research Policy covering the production and dissemination of investment research by TSC;
- a Register of Information logging receipt and use of any ‘inside information’ by TSC;
- Chinese Walls restricting the flow of price sensitive information within TSC;
- a Gifts and Inducements Log registering the solicitation, offer or receipt of certain benefits to staff;
- external business interests conflicting with TSC’s interests are prohibited for TSC’s officers and employees, unless Board approval is provided;
- job roles and system access is subject to appropriate segregation of duties considerations, detailed within a separate Policy;
- remuneration packages within TSC are structured to minimise any link with levels of business generated with retail customers;
- order execution ensures TSC must not receive any remuneration, discount or non-monetary benefit for routing client orders to any particular trading venues or execution venues;
- corporate governance requirements are followed as appropriate to the size and nature of Share plc;
- legal and regulatory record keeping requirements are followed, including the maintenance of a Privacy Policy for Internet users;
- a Public Interest Disclosure Policy (“whistleblowing”) is in place for TSC employees;
- where a conflict of interest arises, TSC will, if known, disclose it to a customer prior to undertaking investment business for that customer.

A full version of the Conflicts of Interest Policy is available on request from TSC’s Compliance team.

Schedule 2

Order Execution Policy

Part One: The Quality of Execution

When executing orders on behalf of customers in relation to shares and other financial instruments, TSC will take all sufficient steps to achieve what is called “best execution” of customer orders. This means that TSC has in place a policy and procedures which are designed to obtain the best possible execution result, subject to and taking into account:

- the nature of customer orders;
- the priorities the customer places upon TSC in filling those orders; and
- the market in question, and which provides, in TSC’s view, the best balance across a range of sometimes conflicting factors.

TSC will take into consideration a range of different factors which include not just price, but which may also include such other factors as the cost of the transaction, the need for timely execution, the liquidity of the market (which may make it difficult to execute an order), the size of the order and the nature of the financial transaction.

TSC’s commitment to provide its customers with “best execution” does not mean that TSC owes customers any fiduciary responsibilities over and above the specific regulatory obligations placed upon TSC or as may be otherwise contracted. While TSC will take
all sufficient steps, based on those resources available to it, to satisfy itself that it has processes in place that can reasonably be expected to lead to the delivery of best execution of customer orders, TSC cannot guarantee that it will always be able to provide best execution of every order executed on each customer’s behalf.

### Part Two: Order Execution Policy

1. Your orders must be received on either a ‘best price’ or ‘limit price’ basis and are subject to the requirements of this execution policy.

2. Where your order is received with specific instructions as to how the order should be executed, the order will be executed in line with those instructions. It is important to note that your specific instructions may prevent TSC from taking the steps it has designed and implemented in this policy to obtain the best possible result for the execution of customer orders.

3. Customer orders received for transferable securities, i.e. shares, exchange traded funds (ETFs), exchange traded commodities (ETCs), warrants, covered warrants and investment trusts will be executed on one of the following markets:

   a. London Stock Exchange (“LSE”); the LSE is a regulated market and one of the larger, better known European markets for dealing in both UK and international shares;

   b. Alternative Investment Market (“AIM”); a market for smaller-capitalisation growth companies. AIM is not a regulated market, but is an exchange-regulated market owned by the LSE, and

   c. other markets and Recognised Investment Exchanges as TSC considers appropriate in the circumstances.

4. The choice of market depends on which market or multilateral trading facility (MTF) a particular security is traded on, for example, where a security is only traded via the LSE, the customer order can only be executed via the LSE. Where the same customer order can be executed on either of two separate markets and where TSC can trade on both, TSC will choose the market that will provide the best possible result for that customer order.

5. Customer orders are usually executed via specialist market makers known as Retail Service Providers (“RSPs”). TSC deals with a number of RSPs, all of whom are members of the LSE and authorised and regulated by the FCA. The RSPs quote a price and size in securities in which they are registered to deal and make this information available via various information vendors. The range of RSPs available to TSC will be dependent on which RSPs are accessible through the information vendor used; TSC will be linked to one or more information vendors which provide access to a wide range of RSPs.

6. When TSC receives your order, the order is passed, via an information vendor, to an automated polling system which connects directly to the appropriate RSPs registered with that information vendor. The automated polling system will then identify the RSP offering the best price for your order and this information is sent back to TSC for acceptance.

7. On some occasions, where the RSP is unwilling or unable to execute your order electronically, the order will have to be executed manually with the RSP over the telephone.

8. There may be occasions where, as a result of either specific customer instructions, the nature of the security being traded, or the services being provided, that customer orders will not be executed on either a regulated market or MTF. Where such instances arise, TSC will obtain the customer’s prior consent before proceeding to execute such orders. The customers prior consent may either be in the form of a general agreement or in respect of individual transactions.

9. There are a number of different execution factors which can affect the outcome of your orders e.g. price, cost, speed, the likelihood of execution and settlement, the size and nature of the order, or any other considerations relevant to the execution of an order. However, as TSC does not differentiate charging structures or settlement processes between execution venues, TSC considers the most significant factor to be the price at which the order can be executed. By achieving the best price possible given the execution venues available, TSC delivers the best possible result for customer orders received.

10. Adherence to this policy is monitored by the Dealing team and overseen as part of the annual Compliance monitoring programme.

### Part Three: Client Acknowledgement

By placing an order with TSC, you acknowledge that:

- you have been made aware of and accept the nature, policy and procedures which TSC has in place for providing best execution as defined in this Order Execution Policy;

- in the absence of any express instructions from you, TSC shall have full discretion to choose a relevant venue from its current list of venues for executing any order or orders; and

- in choosing an execution venue, TSC will assess and balance a range of all relevant factors, including those set out in this policy, which, in its reasonable determination, TSC considers relevant to achieving the best result for you.

### Schedule 3

#### Order Allocation Policy

Where TSC considers it necessary and in the best interests of its customer(s), your order may be aggregated (i.e. combined) with orders received from other customers.

You should be aware that aggregating orders in this way may work to your disadvantage. This may be because your shares will be bought or sold alongside shares of other customers, the price you pay or receive may not be the same as it would have been if those shares had been bought or sold non-aggregated. The market may also quote a different price because of the larger number of shares being bought or sold together.

The price you pay or receive could, therefore, be higher or lower than if your shares had been bought or sold on their own.

Your order will only be carried out if the total order can be dealt, i.e. your order will not be partially filled.

If you apply for a new issue of securities (e.g. within an initial public offer or placing) and that offer is oversubscribed, you may receive a partial allocation of securities or none at all. The allocation guidelines of the offer will be followed wherever practicable by TSC when deciding how to allocate securities where the full amount applied for has not been distributed. In the absence of any guidelines, TSC will allocate the securities pro rata to each customer’s application within the offer.

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**Post** Computershare Brokerage Services c/o The Share Centre PO BOX 2000 Aylesbury Bucks HP21 8ZB

**Phone** 0370 703 0084 **Email** enquiries@computershare.trade

Computershare Brokerage Services are provided by The Share Centre Ltd, which is a member of the London Stock Exchange and is authorised and regulated by The Financial Conduct Authority and is entered on the register www.fca.org.uk/register under reference 146768. Registered office: Oxford House, Oxford Road, Aylesbury, Buckinghamshire. HP21 8SZ. Email: info@share.co.uk. Registered in England no 2469149 VAT registration no. 596 3918 82.

Computershare Investor Services PLC is registered in England and Wales No 3498808, Registered Office: The Pavilions, Bridgewater Road, Bristol, BS5 8AE. Computershare Investor Services PLC is on the Financial Conduct Authority Register with registration number 166334. The main business of Computershare Investor Services PLC is the provision of share registry and shareholder services.