

## COMPUTERSHARE INTERNET DEALING SERVICE

These Terms of Service govern the Agreement between You (the Shareholder), Computershare Investor Services PLC and TD Direct Investing (Europe) Limited.

Computershare Investor Service PLC provide the share dealing services on the terms and conditions set out below.

TD Direct Investing (Europe) Limited provide the Investment Services on the terms and conditions set out below.

The share dealing services and the Investment Services will be collectively referred to as "the Services".

The Services are available for shareholders of the Specified Companies, aged 18 years or over who are resident in the UK and Ireland or such of the other countries listed in Appendix A, and if required are able to provide appropriate proof of residency and who have accepted these Terms and Conditions of the Service. The Service is not available for use by corporate bodies or if you are a U.S. citizen or person. Residents in countries other than the UK and Ireland may be subject to local restrictions. The website and the information contained therein should not be regarded as an offer or solicitation to conduct investment business in any jurisdiction other than the UK and Ireland. We will use reasonable endeavours to provide you with continuous access to the website but do not guarantee that we can do so. We acknowledge that this Service may not be error free and can be interrupted and variable. As such we cannot warrant that any stock related or other information available from the website will be error free. Information on, and maintenance of the website is provided by a third party and we cannot therefore be liable for any inaccuracy, errors or omissions in stock information, save for those caused by our wilful default or negligence, for any direct damages resulting therefrom.

**This Service is offered on an execution only basis by both Computershare Investor Services PLC and TD Direct Investing (Europe) Limited. Neither Computershare Investor Services PLC nor TD Direct Investing (Europe) Limited can provide you with any financial advice so you should ensure any use of this Service meets your own requirements. If you are in any doubt about this Service or the suitability of any of the investments referred to in our website you should obtain independent professional advice. Please note that the value of shares and the income from them may go down as well as up, which may result in you receiving less than you originally invested.**

### 1. Definitions

**"At Best"** means our standard trade type whereby the Broker will normally check the current market price and place the deal whilst you are online in accordance with our Best Execution Policy. On some occasions the Broker may not be able to place the instruction immediately. In that event, the Broker will be unable to confirm the deal online. As market prices can change at any time, it is possible the relevant share price could have gone up or down since the price was quoted to you;

**"Balance"** means purchase funds outstanding;

**"Best Execution Obligation"** means our commitment to take all reasonable steps to obtain the best possible result taking into account the execution factors;

**"Best Execution Policy"** means our best execution policy document from time to time that sets out all relevant factors for how we will execute your instruction means our policy document that sets out all relevant factors for how we will execute your instruction to which we require your prior consent as set out in the terms and conditions of the Service;

**"Broker"** means TD Direct Investing (Europe) Ltd whom we use to buy or sell shares in connection with this Service;

**"Business Day"** means any hours on any day which the London Stock Exchange ("LSE") is open for trading;

**"Certificated Trades"** means in relation to sales a transaction in which the shareholder holds a supporting share certificate which confirms the shares s/he owns, and in relation to purchases a transaction in which the shareholder will receive a certificate confirming the details of the specific shares s/he has purchased;

**"Client Money"** means money belonging to you received and held by the Broker in a Client Money account, in accordance with the FCA Rules

**"Computershare"** means Computershare Investor Services PLC;

**"Contract Note"** means the document sent to you each time you trade shares. It confirms the details of your transaction including any dealing charges. You should keep contract notes for tax assessment purposes;

**"Confirmation Note"** is the document which confirms the transaction has settled and (where applicable) includes the sales proceeds cheque;

**"Execution Venue(s)"** means a regulated market (such as the LSE), a multilateral trading facility, a firm that executes orders off its own book, a market maker, or other liquidity provider or any entity outside the European Economic Area which performs a similar function to any of these;

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

**"FCA Rules"** means the rules of the FCA;

**"FSMA"** means Financial Services and Markets Act 2000;

**"Internet Service Provider"** means a company that provides access to the Internet;

**"Investment Services"** means the trading facilities and services relating to Client Money received from you or for your benefit and all other associated services;

**"Limit Order"** means an instruction to sell shares at a specified Limit Price or better in accordance with the terms and conditions of this Service;

**"Limit Price"** means the minimum price at which we are authorised by you to sell your shares;

**"Market Hours"** means the hours during which the London stock Exchange is open for trading on a Business Day;

**"Nominee Account"** means an uncertified shareholder account where the shares are held in an issuer sponsored nominee account in the name of Computershare Company Nominees Limited to the order of the nominee;

**"Nominee Transaction"** means a transaction relating to shares held in or to be held in a Nominee Account;

**"Retail Client"** means a client who is not a financial services professional and who is accordingly offered the full protection of the FCA Rules under the FSMA;

**"Service"** means the internet dealing Service in these Terms and Conditions;

**"Settlement Date"** means the date on which the Broker settles the transaction with us;

**"Share Prices"** means the prices of the shares as may be quoted on the LSE or other Execution Venue;

**"Specified Companies"** means those companies that instruct Computershare to make this Service available to their shareholders;

**"Terms and Conditions"** means these terms and conditions and requirements of the Service;

**"Total Balance"** means the total sum due for the purchase transaction;

**"Triggered"** means the point at which the market price reaches the Limit Price set.

**"you/your"** means the shareholder (or person authorised to act on their behalf); and

**"we/us/our"** means Computershare Investor Services PLC and/or any Broker instructed by us to execute your instruction.

### 2. Customer Disclosure

In accordance with regulatory requirements we have implemented a Best Execution Policy that details the arrangements we take to ensure you receive the best possible result taking into consideration all the execution factors. The Best Execution Policy sets out these factors and includes details on our execution criteria, Execution Venues to be used and our approach to the different types of client instruction we can receive. It is intended that this information will enable you to make an informed choice about the nature of this dealing Service. It is a condition of this Service that you will provide us with your consent to the Best Execution Policy when you use the Service and by doing so you agree to be bound by these Terms and Conditions. A full copy of the policy is available upon a written request made to: Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6AL.

### 3. Client Money

All Client Money received or held on your behalf as a result of the administration of these Services shall be the responsibility of the Broker. The following provisions of this clause 3 apply to your money held by the Broker. It will be deposited by us with a bank, which for Client Money purposes meets the FCA's requirements. As regards that money:

(a) it will be held in an account designed to facilitate efficient settlement of transactions. We will deal with your money in accordance with the FCA's Client Money rules and guidance;

(b) interest will be not be payable on such amounts;

(c) we will be responsible for receiving dividends, interest payments and other income payments accruing to your investments;

(d) in the case of orders transacted outside the United Kingdom, any money held by us or to our order on your behalf may be passed to an intermediate broker, settlement agent or counterparty located outside the United Kingdom. In these circumstances, the legal and regulatory regime applying to that person may be different from that of the United Kingdom. This means that in the event of the insolvency of that person, your investments may be treated differently from the manner in which they would be treated if they had been passed to an intermediate broker, settlement agent or counterparty within the United Kingdom;

(e) where any documents or sufficient cleared funds are not held by us, we will not be required to settle any transaction or any account on your behalf until we or our settlement agents or, as the case may be, global custodian, have received all necessary documents or sufficient cleared funds from you. Our obligations to deliver to you, or to your Account, or to account to you for the proceeds of the disposal of investments are conditional upon the prior receipt by us of appropriate documentation and sufficient cleared funds from you;

(f) the Broker may use other parties to complete your transactions and in such circumstances will be acting as your agent. Where we have acted as your agent, it is the other party to the transaction and not us who is responsible for settling the trade with you and delivery or payment (as the case may be) will be at your risk. Our obligation is only to pass on to you such deliverable documents or sale proceeds (as the case may be) as we actually receive; and

(g) if we receive a payment for a tax adjustment of a dividend relating to an investment we will credit you with the payment.

#### Settlement

(h) Settlement of orders in the market may happen in one of two ways: (a) actual settlement; or (b) contractual settlement.

(i) However, we will only settle orders with you by way of contractual settlement even where (depending upon the exchange on which your order is traded) we contract with underlying custodians on an actual settlement basis. This means that the crediting (and debiting) of cash in your account will occur on the due settlement date of your order (and not the actual settlement date, as it would under actual settlement). At

all times we will ensure that your rights as a Retail Client are protected. Please see clause 1 above for more information on your classification as a Retail Client.

#### Custody asset shortfalls

- (j) In the event a shortfall is identified, it is our policy to as soon as practicable:
  - i. establish the most recently available market valuation of the asset and credit the Client Money bank account with the equivalent cash value of the shortfall;
  - ii. ensure that our books and records clearly show which customers may be impacted by the asset shortfall (these customers will be entitled to claim against this cash provision should we become insolvent before the asset shortfall was resolved); and
  - iii. (where we ascertain that the delivery of assets will occur in due course to address the shortfall) we will maintain an equivalent cash position in the Client Money bank account until such time as these assets are delivered. This cash amount will be reviewed every Business Day against the relevant market value of the assets and may be adjusted accordingly.
- (k) Where we ascertain that the delivery of the stock to correct the shortfall is unlikely to occur, or will not occur, then we will arrange to purchase the relevant asset in the market to correct the shortfall where possible. The equivalent cash value placed into the Client Money bank account will remain in place until the trade has settled and the stock amount is represented in the overall client asset position.

### TRADE EXECUTION

#### 4. The Instruction

- (a) Dealing instructions must be placed via our website [www.computershare.co.uk](http://www.computershare.co.uk).
- (b) All deals will be placed on an individual basis through the Service where possible. If we aggregate your instruction with the instructions of other customers this may result in a more or less favourable price than if your instruction had been executed separately.
- (c) We will attempt to execute instructions as soon as reasonably practicable on any Business Day upon receipt of your instructions, or when the Execution Venue reopens.
- (d) During Market Hours you will usually be able to place and receive confirmation of the execution of your instruction. In this situation you will be given a live price that you can accept or decline within the 15 seconds allowed as displayed on screen. You will receive confirmation of the deal on screen confirming the deal and associated costs.
- (e) We will execute your trade in pounds sterling ("**GBP**").
- (f) For some shares you may elect to receive settlement in euro. If so, we will execute your trade in GBP and apply an exchange rate to convert the gross consideration into euro. We will then apply any applicable charges in euro, and your net contract total (i.e. the amount You will receive) will also be in Euro.
- (g) The foreign exchange rate for all currency conversion is based on the mid-market exchange rate, to which the Broker will apply a spread of up to + / -1.5% applied at the trade date. The exchange rate used will be provided to you at the time of the trade and in placing your order you also accept that exchange rate. The exchange rate that applies to your instruction will be the one applicable at the time the trade is executed.
- (h) If you do not receive an on screen confirmation you should contact us immediately on the Internet Share Dealing Service Helpline on +44 (0)370 703 0084 on Business Days during Market Hours (excluding UK Bank Holidays). In the event that you trade twice as a result of your failure to contact the helpline you will be liable for both transactions whatever the circumstances.
- (i) It is important to remember that once you have accepted the live price, or placed your instruction you will be unable to cancel the instruction. It is therefore essential that you check your instruction carefully before committing to it.
- (j) Any instruction to buy or sell shares through us forms an irrevocable commitment by you to buy or sell those shares in accordance with your instructions within these Terms and Conditions.
- (k) Where the processing of a transaction is affected by a trading halt on the Execution Venue we shall complete the transaction as soon as reasonably practicable after trading resumes. However, we have no control over the effect of the trading halt and/or any consequent delay may have on the price at which your transaction is executed.
- (l) No dealing instructions can be accepted by fax or email although we may, at our discretion accept other instructions.
- (m) You should note that typically the volatility (unpredictability) of the spread (range) between the buying and selling prices of shares may be greater when the Execution Venue first opens than at other times during a Business Day.
- (n) The time of receipt of your instruction is deemed to be the time at which the instruction is first received by us.
- (o) By entering into a deal with us, you warrant that you will not take part in any activity which may be construed as market abuse as defined by the FSMA.
- (p) We do not accept liability for any default by any third party other than an associate who is the nominal holder of the shareholder's registered investments or who has in its possession or custody on behalf of the shareholder, cash, documents of title or certificates evidencing title to any of their investments.
- (q) We reserve the right not to accept any deal or instruction which we deem to be invalid or incomplete.
- (r) We reserve the right, at our discretion to delay taking action on any particular instructions from you if we consider we need to do so to obtain further information from you, to seek references, request cleared funds, and/or share certificates to be provided by you at any time before and/or

Computershare Brokerage Services provided by TD Direct Investing (Europe) Limited (a subsidiary of The Toronto-Dominion Bank). Incorporated in England and Wales under registration number 2101863. Registered office: Exchange Court, Duncombe Street, Leeds, LS1 4AX, United Kingdom. Authorised and regulated by the Financial Conduct Authority, 25 The North Colonnade, Canary Wharf, London, E14 5HS, United Kingdom (Financial Services Register Firm Reference Number 141282), member of the London Stock Exchange and the ICAP Securities and Derivatives Exchange. VAT Registration No. 397103051. [www.tddirectinvesting.co.uk](http://www.tddirectinvesting.co.uk).

Computershare Investor Services PLC 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

after a transaction or to comply with any legal or regulatory requirement binding on us (i.e. 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 the instruction. This may result in your transaction not being processed by us immediately and may mean that you are unable to deal immediately.

(5) If for any reason the Service is unavailable you can try our Telephone Dealing Service which is available on Tel. No. 00 44 (0)370 703 0084. This line is open during Market Hours on Business Days and you may then be able to place your trade by telephone. Alternatively you can contact the Internet Share Dealing Service Helpline on 00 44 (0)370 703 0084 on Business Days during Market Hours (excluding Bank holidays).

#### 5. Dealing Charges, Fees and Deductions

- (a) Dealing charges and commission will be applied to each trade executed and will be applicable for all trade types selected (i.e. Best, Limit Orders, Sales and Purchases). The detail relating to charges will be available before you place your instruction.
- (b) You will receive an indicative value regarding the fees prior to the execution of your instruction. The costs will be subsequently confirmed in the Contract Note.
- (c) A Panel on Takeovers and Mergers levy currently a £1.00 charge on any trades for a value over £10,000.
- (d) Stamp Duty or Stamp Duty Reserve Tax currently a 0.5% charge levied against the value of a purchase.
- (e) Computershare reserves the right to amend such dealing charges from time to time and for any period.
- (f) We may share our commission/charges with the Broker and other third parties. Details of charges shared are available upon request.
- (g) Any tax or commission which may be payable on aggregated sales or purchases is charged at the prevailing rate against each individual sale or purchase instruction rounded up to the nearest penny. We keep the difference for our own benefit.

#### 6. Other Charges

- (a) Provision of duplicate information, including Contract Notes, will result in an administration fee.
- (b) In the event any complaint made by you is unfounded, we will charge you £40 or £56 for copies of any telephone call records you requested.
- (c) At our discretion we may provide a telegraphic transfer of your proceeds for a fee of £25 or €35.

#### 7. General

- (a) 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. 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.
- (b) If you buy shares using this Service and you do not receive a benefit relating to those shares to which you are entitled we may instruct the Broker to claim that benefit for you.
- (c) The date upon which you become entitled or lose your entitlement to any benefit is established by the date on which the shares are traded on the relevant Execution Venue or 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.
- (d) We reserve the right to charge interest at Bank of England base rate plus 15% p.a. on any sums overdue from you including settlement. If we are aware of a claim at the time when we receive the sale proceeds we may deduct any relevant amount from the proceeds of sale.
- (e) Clients using this Service will be classified by Computershare Investor Services PLC and the Broker as Retail Clients.
- (f) If as a result of an administrative error we pay you more than the correct amount of money or send you a certificate for more shares than you are entitled to you must return such extra funds and/or share certificate to us in order that the position can be rectified.
- (g) The Settlement Date for all transactions is shown clearly on the Contract Note and cannot be changed once the deal has been completed.
- (h) We will not be held liable or responsible for any delay in the settlement of a transaction resulting from circumstances beyond our control, or the failure of any party (including you) other than ourselves, to complete all necessary steps to enable settlement to take place on the Settlement Date.
- (i) Any queries regarding the progress of your sale or purchase should in the first instance be sent to the address appearing on the Contract Note.
- (j) If you are sending an instruction under a power of attorney or a grant of probate you should indicate this fact and enclose the original power of attorney or grant of probate or a copy certified by a solicitor or notary public, which will be inspected and returned to you. A charge of £45 or £60 made for the additional administration required to process transactions with powers of attorneys or grants of probate.
- (k) We reserve the right to not do, or refrain from doing, anything which would, or might in our judgement, 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.
- (l) We may rely on any communication which we reasonably believe to have been made by you or on your behalf. You will be bound by any transaction and/or Service entered into and or expenses incurred on your behalf in reliance of such a communication.

#### TRADE PARTICULARS - PURCHASES

##### 8. Thresholds

- (a) You can only request to invest a maximum of £25,000 or €35,000 through the Computershare Internet Share Dealing Service.
- (b) As a result of market price variations in the 15 minute delayed price

and the real time price you are shown on the screens, we may process a transaction for you up to a maximum of £25,250 or €35,250.

##### 9. Nominee Accounts

A Nominee Account shareholder who purchases shares will automatically have those shares credited to their Nominee Account. Such shares cannot be held as a certificated holding.

##### 10. Settlement

Certificated and Nominee Account purchase trades will default to a T+10 settlement cycle, that is, the transaction will normally settle 10 Business Days after the date on which the trade was dealt.

##### 11. The Payment

- (a) You will be sent a Contract Note for dealing instructions executed by us. If there are any details on the Contract Note with which you disagree or about which you are unsure, or you receive a Contract Note for a trade you do not recognise you should immediately contact the Internet Share Dealing Service Helpline on 0044 (0)370 703 0084 on Business Days during Market Hours.
- (b) The Contract Note will be despatched no later than the Business Day following the Business Day on which the deal was executed. It will show the amount payable for the transaction and will include the dealing charge(s) and any tax or duties. Acquisition costs, taxation, duties and any other costs associated with executing transactions shall be your responsibility and where appropriate will be charged to the Balance.
- (c) You are required to pay the remittance to the Broker by cheque which is to be returned together with the perforated section from the bottom of the Contract Note to **Computershare Internet Share Dealing Service, TDW, Exchange Court, Duncombe Street, Leeds, LS1 4AX.**
- (d) Any cheque must be drawn on your own bank account. No third party cheques are accepted unless it is a Building Society cheque endorsed by the Building Society confirming the funds are from your account. **All cheques should be made payable to TD Direct Investing (Europe) Limited.**
- (e) Where cheques contain errors which mean they are not (or would not be) honoured, the Broker will make an additional administrations charge of £40 or €56. These errors include: cheques that are misdated, or unsigned, or the 'words and figures' differ. You will be expected to make good, payment of the Balance immediately.
- (f) Payment of the remittance must be received by the Broker four Business Days prior to the intended Settlement Date.
- (g) Failure to pay this may result in the Broker selling the shares at the prevailing market price and charging you 2% commission subject to a minimum charge of £40 or €56. You will be expected to make good payment for any deficit immediately.
- (h) The Broker retains an unconditional right of sale of any shares under our control where funds have not been paid to us by the due date.
- (i) If you fail to pay the Broker monies relating to a specific purchase transaction in respect of which we have purchased the relevant investments then we may treat the transaction as repudiated by you and you will accordingly forfeit all rights in respect of such investments. We may sell such investments to discharge such monies and the following will apply:
  - If the sale of such investments realise a net value higher than the amount of monies due to the Broker relating to the purchase of those investments, we shall be entitled to retain for our benefit this additional value. We shall not be required to apply it against any other monies or liability that you may have to us; or
  - If the sale of such investments realise a lower value than the amount of monies due to the Broker relating to the purchase of those investments then the new difference in value shall become a debt due from you to us and payable immediately. In addition our charges and the costs of making such sale shall apply and shall be payable by you on demand.
- (j) We may in such circumstances make other member firms of the LSE and other relevant exchanges, other financial institutions and/or credit reference agencies aware of your identity and your payment record. Please note that this may affect your future ability to gain credit or to use a similar dealing Service.
- (k) We may choose not to act on any particular sale or purchase instruction. We will notify you immediately as soon as we decide not to accept a particular instruction.
- (l) We reserve the right to take legal action against you in the recovery of any debt. You agree that you will be liable for all relevant costs and legal expenses incurred by us in the recovery of that debt.

##### 12. Constraints on the Service

The purchase facility is only available during Market Hours.

##### TRADE PARTICULARS – SALES

##### 13. Particulars

- (a) Instructions to sell shares must not be given if you have lost or mislaid the share certificate. You must wait until you have obtained a Letter of Indemnity and lodged it with us.
- (b) You may only give dealing instructions to sell shares which you own or have the right to sell.
- (c) During Market Hours sale instructions will be dealt in accordance with the Trade Execution section of these Terms and Conditions.
- (d) When the Execution Venue is closed you will be given the opportunity to place sale instructions for execution when the Execution Venue next reopens. In this situation the instructions will be presented for execution within the first hour of trading when the Execution Venue reopens or as soon as reasonably practicable with the exception of Limit Orders.

##### Instruction 'At Best'

- (e) When trading within Market Hours you will be given the option to either set a Limit Order or place your instruction to be executed At Best as outlined below:
  - When you place an instruction At Best we will execute it in accordance with our Best Execution Policy to achieve the best possible result considering all the relevant execution factors involved (i.e. including price, costs, execution speed).
  - Share prices do not necessarily open at the same price they closed at on the previous Business Day. If you are concerned about price movements you should consider using a Minimum Price Instruction (for a sale) or you should obtain professional financial advice, as below.

##### 'Minimum Price' Instruction

- (f) In accordance with our Best Execution Policy this would be treated as a specific instruction which we have an obligation to accept for execution. In terms of this type of trade we will not go below the minimum price when selling the shares. All Minimum Price instructions are accepted until they execute or expire. You should be aware that instructions will be presented for execution as soon as practicable after the Minimum Price you specify first becomes achievable, and that at the time the instruction is presented the Minimum Price may no longer be achievable.

##### 14. Thresholds

- (a) In normal circumstances a maximum sale amount of £50,000 or €60,000 can be made through the Service. Any sale instructions received in excess of this amount via the online Service will not be administered and you will be prompted to call the Telephone Share Dealing Service on +44 (0)370 703 0084 on Business Days during Market Hours in order to place the instruction.
- (b) As a result of market price variations in the 15 minute delayed price (or last closed price outside of Market Hours) and the real time price you are shown on the screen, we may process a payment to you up to a maximum of £50,250 or €60,250.

##### 15. Settlement

- (a) Nominee Transactions will have a standard settlement cycle of T+2, that is, the transaction will normally settle three Business Days after the date on which the trade was dealt.
- (b) Certificated Trades will default to a T+10 settlement cycle, that is, the transaction will normally settle 10 Business Days after the date on which the trade was dealt due to the postal delay in obtaining the certificate from you.

##### 16. Document Despatch

- (a) You will be sent a Contract Note for dealing instructions executed by us. If there are any details on the Contract Note with which you disagree or of which are unsure, or you receive a Contract Note for a trade you do not recognise you should immediately contact the Internet Share Dealing Service Helpline on 00 44 (0)370 703 0084 on Business Days during Market Hours.
- (b) The Contract Note will be despatched to you at the registered address no later than the Business Day following the day on which the transaction was executed.
- (c) You are required to send your share certificate and any transfer form together with any applicable documentation (for example a marriage certificate or power of attorney) to the address appearing on the Contract Note, so that it reaches us at least 4 Business Days before the Settlement Date.
- (d) If we do not receive your share certificate, a valid signed transfer form or a Letter of Indemnity within the time limit in paragraph (c) an additional charge of £40 (or €56 where applicable) will be payable. We will try to contact you to establish why this documentation has not been received, but reserve the right to buy back the shares on your behalf at 2% commission subject to a minimum charge of £40 (or €56 where applicable).
- (e) If settlement is delayed or cancelled as a result of late delivery by you of the necessary documentation you will be required to pay any additional costs (including any increase in the value of the shares between the shares being sold and then repurchased), which are incurred by us or by the Broker on our behalf.
- (f) Provided that we have received and accepted your share certificate and any transfer forms at least 4 Business Days before settlement, You will be sent your sale proceeds by cheque net of any taxation, duties, fees and commission payable on the transaction upon the day of settlement of the sale.
- (g) If we receive your documentation later than 4 Business Days before the settlement day, your cheque may be despatched later than settlement day. Failure to settle within the specified period may incur interest calculated on a daily basis at The Bank of England base rate plus 15% p.a. for which you are liable.

##### 17. Sale Proceeds

- (a) Sale proceeds will not be paid to you until the Broker is in receipt of settled funds.
- (b) Sale proceeds cheques will be despatched on the actual Settlement Date and not on any other Settlement Date. The cheque will be printed on a perforated section at the bottom of a Confirmation Note.
- (c) All sale proceeds will be despatched by cheque to the registered share holder at the registered address in our records.
- (d) Cheques cannot be made payable to a third party or sent to an alternative address.
- (e) Confirmation Notes should be retained for tax purposes.

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## 18.Limit Orders

- (a) The Service allows you to place a Limit Order to sell shares. This enables you to enter a Limit Order to instruct us to sell your shares if the Share price reaches a certain level. You have the option to leave a Limit Order with us to expire either at the end of the day or up to the end of 90 calendar days. If the Limit Order price is Triggered we will endeavour to execute your instruction.
- (b) If you place a Limit Order with us you will confirm that you do not wish for your instruction to be made public to other market participants, in accordance with the Terms and Conditions of this Service, and the Best Execution Policy. It is an express term of this agreement that, where permitted under this Service you have specified a Limit Order, and that Limit Order is not immediately executed under prevailing market conditions you agree that the Broker may, but will not be required to, make public the Limit Order in a manner which is easily accessible to other market participants where it is in the discretion of the Broker necessary to make such publication in order to execute your instruction.
- (c) The placing of Limit Orders is entirely at your own risk. We and the Broker accept no liability for any losses, damages or claims arising from your failure to cancel a Limit Order if it is no longer applicable and a duplicate instruction is made. Should disputes arise which are caused by matters beyond our control, you accept sole responsibility and that we bear no responsibility for such matters.
- (d) Limit Orders can be placed online at any time of the day however instructions will only be processed during Market Hours. Once you have placed your Limit Order you may be able to cancel your instruction, if it has not been executed, by telephoning us on 00 44 (0)370 703 0084 on Business Days during Market Hours.
- (e) Limit Orders are Triggered for execution on the basis of the best prevailing price quoted on the Stock Exchange's SEAQ (Stock Exchange Automated Quotation) or SETS (Stock Exchange Electronic Trading Service) systems.
- (f) We cannot guarantee that Limit Orders will be executed even if the Limit Price is met. The instruction could fail as a result of:
- Market conditions at the time (such as a 'fast market' where the market is so volatile that prices quoted by market makers are only indicative rather than guaranteed);
  - Other clients having placed similar Limit Orders, and having an earlier time priority than your instruction (and so being executed in priority to your order); and
  - Other factors outside of our control (e.g. if the maximum size that can be traded online has been changed since You placed the instruction).

It is good practice to review your current/existing Limit Orders on a regular basis so You are aware of your outstanding commitments and that these remain in line with your current investment objectives.

- (g) In the event of a corporate action which affects the stock price the responsibility for ensuring Limit Orders remain valid in prevailing market conditions is yours.
- (h) You should be aware that certain factors may cause the bid-offer spread of a security to increase, even momentarily, to an abnormally wide level, thereby causing your Limit Order to execute. However, these abnormal prices are the prevailing best prices for that stock at that time.

## 19. Additional Information

- (a) All Contract Notes, cheques, warrants and other correspondence will be sent by post and shall be sent at your own risk.
- (b) We shall have no liability in respect of any of your documents before they have been received by us and/or after they have been dispatched by us to you. You shall be liable for all charges relating to the recovery or replacements of any lost documents.
- (c) We shall have no liability to you for any delay or failure of delivery (for whatever reason) of any communication sent to you.
- (d) Communications sent to us will be deemed received only if actually received by us.
- (e) All correspondence including Contract Notes, statements and valuations will be sent to the first named shareholder in relation to joint shareholdings.
- (f) We provide our contractual terms in English and will only communicate with you in English during the duration of these Terms and Conditions.
- (g) In the event of any dispute between these Terms and Conditions provided in another language, the English language version will prevail.
- (h) We will take reasonable care in operating the Service, and will be responsible to you for any losses or expenses (including loss of shares) suffered or incurred by you as a direct result of our negligence, wilful default or fraud. We do not accept liability for any indirect or consequential loss suffered by you or for any loss, which does not arise as a result of our negligence, wilful default or fraud. We cannot take any responsibility for any fluctuation in the value of shares arising if execution of a trade is delayed as a result of a halt in trading on the relevant exchange.

## 20.SECURITY

- (a) The website supports 128bit encryption. If your browser does not support this level of encryption then you may continue to view our website, but we do not guarantee the integrity of the data if you do so.
- (b) If you have any concerns relating to the security of your information you should contact us immediately by telephone. You can contact the Computershare Internet Share Dealing Service Helpline on 00 44 (0)370 703 0084 on Business Days during Market Hours. Alternatively you may email your concerns to: [dealing@computershare-dealing.co.uk](mailto:dealing@computershare-dealing.co.uk).
- (c) We, our associated companies and the Broker do not accept liability for the consequences of any computer viruses that may be transmitted through the website.

## 21.Data Protection Notice

- (a) Information given to us will be used to maintain the accuracy of our records, to verify and assess the financial standing of customers and to assist in us providing a high level of Service. Any personal data that we

obtain from you in providing this 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 and keep you informed by mail, subsequent to any dealing transaction, or of other Services which may be of interest to you by Computershare itself or associated members of the Computershare Limited group of companies or their agents in providing the Service. If you would prefer not to receive direct marketing information, please advise us or the respective Service provider immediately either by email at [admin.dealing@computershare.co.uk](mailto:admin.dealing@computershare.co.uk), by telephone on number 00 44 (0)370 873 5805 or in writing of your further instruction to amend our records accordingly.

- (b) 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.
- (c) We may use our group of companies or other agents in countries outside the European Economic Area provided that we are satisfied that the same standards of protection of personal data have been applied either by contract or law.
- (d) 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.
- (e) To make enquiries with credit reference agencies and in such cases the agencies will keep a record of the enquiry. We will disclose to the agencies information about you in the event of you defaulting on debt. All information received and recorded by credit reference agencies may be used by other lenders in making credit decisions about you and other members of your household.

## 22.Complaints

- (a) We have procedures to help resolve all complaints from customers effectively, if applicable a copy of which can be provided on request. Computershare Investor Services PLC and TD Direct Investing (Europe) Limited are both authorised and regulated by the Financial Conduct Authority.
- (b) If you have any complaints about the Service provided to you, you should in the first instance write to us at Computershare Internet Share Dealing Service, Exchange Court, Duncombe Street, Leeds, LS1 4AX. The Broker is also a member of the Financial Ombudsman Service, and therefore in the event that a dispute remains unresolved after following the complaints procedures or if you do not receive a final response within 8 weeks of receiving your complaint then you may refer your complaint to the Financial Ombudsman Service. Further information is available on the Financial Ombudsman Service website at: [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk) or by contacting them at: The Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR
- (c) Computershare Investor Services PLC and TD Direct Investing (Europe) Limited are covered by the Financial Services Compensation Scheme. This scheme may in certain circumstances pay compensation to customers if they are eligible and if the regulated firm is unable or is likely to be unable to meet its liabilities to customers including when the firm becomes insolvent. Compensation may be available to eligible investors in respect of protected claims up to a maximum of £50,000 per claimant. Further information is available on the FSCS website at [www.fscs.org.uk](http://www.fscs.org.uk) or by contacting them at: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.
- (d) Important Investment Notices
- (e) The Broker will exercise due care and diligence in the conduct of business but will not be liable to you for any depreciation in the value of any investments arranged or purchased through the Service. Nothing in these Terms and Conditions restricts any rights you may have under the rules of the FCA or under the FSMA.
- (f) We are not required to assess the suitability of any investment or the Service offered. You will not benefit from the protection of the rules on assessing suitability.

## 23.Miscellaneous

- (a) We reserve the right to change these Terms and Conditions from time to time at our discretion.
- (b) We may choose to withdraw this Service due to developments in legislation without giving you any notice that the Service is no longer available.
- (c) These Terms and Conditions are governed by and shall be construed in accordance with the laws of England and Wales. We have applied the same laws in its marketing of, and arrangements for you to enter into, this Service.
- (d) We, the Broker and our agents may effect transactions notwithstanding that they have a direct or indirect material interest or a relationship of any description with another party which may involve a conflict with its duty to participants under 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 the interests of us and 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 a written request to: Computershare Investor Services PLC, Computershare Dealing Team, Bristol, BS99 6AL.
- (e) The parties to this agreement are you, Computershare Investor Services PLC 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.

## 24.Liability

We will take reasonable care in operating the Service, and will be responsible

to you for any losses or expenses (including loss of shares) suffered or incurred by you as a direct result of our negligence, wilful default or fraud. We do not accept liability for any indirect or consequential loss suffered by you or for any loss, which does not arise as a result of our negligence, wilful default or fraud. We cannot take any responsibility for any fluctuation in the value of shares arising if execution of a trade is delayed as a result of a halt in trading on the relevant exchange.

## APPENDIX A

### Countries whose residents are able to trade using the Computershare Internet Share Dealing Service

United Kingdom	Greece	Cyprus
Ireland	Hungary	Denmark
Channel Islands	Isle of Man	Estonia
Austria	Italy	Latvia
Belgium	Luxembourg	Liechtenstein
Bulgaria	Malta	Lithuania
Czech Republic	Netherlands	Poland
Finland	Norway	Portugal
France	Slovak Republic	Romania
Germany	Spain	Sweden
Switzerland		

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Computershare Investor Services PLC 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