



COMPUTERSHARE INTERNET DEALING SERVICE

These Terms and Conditions govern the agreement for the provision of the Services between You (the "Shareholder"), Computershare Investor Services PLC ("Computershare") and TD Direct Investing (Europe) Limited (the "Broker").

Computershare administers the Computershare Company Nominee Service. The Broker manages, and is responsible for providing the Services on, the Internet Portal. The Internet Portal is available via the following website: www.computershare.com/sharedealingcentre.

Computershare are responsible for receiving your order(s) via the Internet Portal and transmitting your order (s) to the Broker.

The Broker is responsible for providing the Dealing Services once an order has been received from Computershare.

The Dealing Services are available for trading shares through the Computershare Company Nominee Service and for trading in certificated shareholdings.

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.

The Broker will use reasonable endeavours to provide you with continuous access to the Internet Portal but do not guarantee that they can do so. The Broker acknowledges that the Service may not be error free and can be interrupted and variable. As such they cannot warrant that any stock related or other information available on the Internet Portal will be error free. As information on, and maintenance of, the Internal Portal is provided by the Broker, Computershare will not be liable for any inaccuracy, errors or omissions in stock information, save for those caused by our breach of these Terms and Conditions, negligence, wilful default or fraud.

This Service is offered on an execution only basis by Computershare and the Broker. Neither Computershare nor the Broker 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 on the Internet Portal you should obtain independent professional advice. Please note that the value of shares and the income from them are not guaranteed and may go down as well as up depending on fluctuations in the financial markets outside our control. This may result in you receiving less than you originally invested. Past performance is no indicator of future performance.

1. Definitions

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

“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 Policy” means the Broker’s 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 these Terms and Conditions;

“Broker” means TD Direct Investing (Europe) Limited (Company No: 02101863) whose registered address is Exchange Court, Duncombe Street, Leeds, West Yorkshire, LS1 4AX, who will be responsible for buying or selling shares (including the associated settlement of such orders) in connection with the Service;

“Business Day” means 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;

“Certificated Trading Service” mean the service available from Computershare which allows private individuals to make a Certificated Trade;

“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 Company Nominee Service” is the service available from Computershare which allows private individuals to purchase and sell shares in the Specified Companies through a nominee company.

“Computershare” means Computershare Investor Services PLC (Company No: 3498808) whose registered address is situated at The Pavilions, Bridgwater Road, Bristol, BS13 8AE, Financial Services Register (No. 188534);

“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;

“Dealing Services” means all services relating to trade execution, trade verification and trade settlement and includes services relating to Client Money provided through the Computershare Company Nominee Service;

“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, guidance and principles set out in the FCA Handbook;

“FSCS” means the Financial Services Compensation Scheme;

“Internet Portal” means the internet portal offered by Computershare, and which is managed by the Broker, which allows individuals to place orders to purchase or sell shares.

“Limit Order” means an instruction to sell shares at a specified Limit Price or better in accordance with these Terms and Conditions;

“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 LSE is open for trading on a Business Day;

“Nominee Account” means an uncertificated 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;

“Service” means the Certificated Trading Service and the Computershare Company Nominee Service as defined in these Terms and Conditions;

“Settlement Date” means the date on which the transaction is settled;

“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 the certificated shareholders and beneficial owners participating in the Computershare Company Nominee Service;

“Terms and Conditions” means these terms and conditions and requirements of the Service;

“Triggered” means the point at which the market price reaches the Limit Price set;

“we/us/our” means Computershare and/or the Broker who will execute your instruction; and

“you/your” means the shareholder (or person authorised to act on their behalf).

Interpretation

References to statutes, regulations or any other rule includes references to them as amended or replaced from time to time. Headings are used for reference only and do not affect the meaning of the sections. Reference to a time of day will be construed as a reference to UK time, except where otherwise stated. Any phrase introduced by the terms 'including', 'include', 'in particular' or any similar expression is to be construed as illustrative only and does not limit the sense of the words preceding those terms.

2. Customer Disclosure

In accordance with regulatory requirements the Broker has 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 the Dealing Services. It is a condition of the Dealing Services that you will provide us with your consent to the Best Execution Policy when you use the Dealing Services and any other 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: TD Direct Investing (Europe) Ltd, Exchange Court, Duncombe Street, Leeds, LS1 4AX.

3. Client Money

All Client Money received or held on your behalf as a result of the administration of the Service 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 with a bank, which for Client Money purposes meets the FCA's requirements. As regards that money:

- (a) By using the Service, you authorise us to pool any Client Money we hold on your behalf in the provision of this Service into bank accounts set up in accordance with the FCA Rules on client money which also holds money of other clients. You retain all rights you have as the legal owner of the monies.
- (b) All Client Money that the Broker holds on your behalf as a consequence of administering this Service will be maintained in an appropriately designated and named client money bank account at an approved bank (in the UK or elsewhere in the EU) selected by the Broker. Your cash held in this account is held separately from the Broker's money.
- (c) Computershare will not hold any of your Client Money. The Broker will hold your Client Money, along with the client monies of other customers for whom the Broker is acting for, in strict accordance with the requirements of the FCA Rules on client money. This means that in the event that the bank became insolvent the Broker will attempt to recoup your money on your behalf. If the bank cannot repay all the money it owes its clients this could result in a shortfall. The Broker will treat money held in client money bank accounts as pooled, which means that any shortfall will be shared proportionally with other shareholders and other customers of ours. You may not recover all of your Client Money. In this situation, you may be eligible to make a claim under the FSCS or another EEA scheme (where the client money is held at a bank in another EEA state outside the UK). For more information, please see clause 21(c).

- (d) For operational purposes the Broker may maintain your Client Money in a bank based in a jurisdiction outside the UK. If the Broker does maintain the money in a bank account with a bank not based in the UK, then the Broker will take all reasonable steps to protect the Client Money in accordance with the local equivalent law and rules for the treatment of client money. These may be different to those in the UK and your rights in the event of insolvency of the bank may be reduced.
- (e) We will not pay interest on any Client Monies held on your behalf.
- (f) The Broker will be responsible for receiving dividends, interest payments and other income payments accruing to your investments;
 - a. the Broker may use other parties to complete your transactions and in such circumstances will be acting as your agent. In these circumstances Computershare will remain responsible for ensuring its obligations under these Terms and Conditions are performed; and
 - b. if we receive a payment for a tax adjustment of a dividend relating to an investment we will send you the payment.
- (g) You agree that, in the event of us transferring all or part of our business to another provider, we can cease to treat your cash balance as client money when that transfer has been made. We will ensure that the new provider is authorised by the FCA before any transfer of Client Money is made.
- (h) If your Client Money held by us is £25 or less (or equivalent) and there has been no movement in your balance for at least six years (disregarding any payments, charges or similar items), we may cease to treat your money as Client Money and remove it from the client money bank account(s). Before doing this, we will write to you at your last known email or postal address giving you at least 28 calendar days' notice of our intention to cease to treat the money we hold for you as Client Money and remove it from the client money bank account. If no claim is made by you by the end of the notice period, we will pay this money to a registered charity of our choice but still retain a record of the balance we were holding for you. If you later claim this balance, you will not be entitled to any interest which would have otherwise accrued on this money during the period over which it was unclaimed by you.

3A. Settlement

- (a) In relation to sales, payment of cash to you will occur only once we have actually received the sale proceeds from the purchaser. Subject to you having complied with your obligations to deliver to us all relevant documentation, as detailed under clause 15, this may be on or after the Settlement Date shown on the Contract Note;
- (b) In relation to purchases, your cash will only be released by the Broker once the broker has access to the cleared funds and all appropriate documentation has been received, as detailed under clause 15.
- (c) If your shares are held in a Computershare Company Nominee Service you give permission to a) Computershare to release shares from their Nominee Account to the Broker to effect settlement of sales and b) to the Broker to deliver shares purchased on your behalf to Computershare for inclusion in your Nominee Account.

(d) If you hold your shares in certificated form you agree to transfer your holding into the name of TD Direct Investing Nominees (Europe) Limited on the day your share certificate and completed crest transfer form are received by the Broker (a copy of a crest transfer form can be located at the following URL: <https://www-uk.computershare.com/Content/download.asp?docId=%7Bcc90156a-4151-4943-bfca-49793bb90e68%7D&cc=UK&lang=en&bhjs=1&fla=1&theme=cpu>) . The Broker will hold your certificated holding until your order has settled. In relation to purchases the Broker will settle the transaction through the Broker and submit a request to Computershare to issue a certificate to you on or after the Settlement Date shown on your Contract Note.

(e) At all times we will ensure that your rights as a retail client are protected. Please see clause 7(e) for more information on your classification as a retail client.

TRADE EXECUTION

4. The Instruction

(a) Dealing instructions must be placed on the Internet Portal.

(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. We will only aggregate orders in exception circumstances including but not limited to:

- (i) an Execution Venue crash;
- (ii) a system failure caused by several orders being placed at the same time;
- (iii) several Limit Orders for a particular stock becoming exercisable together.

(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 on the Internet Portal. 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. Where this is not possible a message will appear on screen to inform you of the same and to provide a telephone number for the Broker who will be able to provide a price over the phone.

(e) We will execute your trade in pounds sterling ("GBP"), or Market Currency where the stock is not quoted in 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, in accordance with clause 5, 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 bid/offer 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 more than once as a result of your failure to contact the helpline you will be liable for all transactions unless the error occurs as a result of our breach of these Terms and Conditions, negligence, fraud or wilful default.

(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.

(p) Computershare does not accept liability for any breach of this agreement, mistake, error, negligent act or negligent omission of the Broker.

(q) We reserve the right not to accept any deal or instruction which we deem to be invalid or incomplete at our discretion.

(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 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. If we intend to exercise our discretion under this clause 4(r) we will notify you in writing immediately.

(s) If for any reason the Service is unavailable please call our Telephone Dealing Service which is available on Tel. No. +44 (0)370 703 0084. This line is open during Market Hours on Business Days and you will be able to place your trade by telephone. Alternatively you can contact the Internet

Share Dealing Service Helpline on +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. At 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 levy for the Panel on Takeovers and Mergers (currently a £1.00 charge) will be applied on any trades for a value over £10,000.

(d) Stamp duty or stamp duty reserve tax will apply (currently a 0.5%) on the value of a purchase on applicable markets. Other taxes or costs may be incurred by you that are not imposed by us and will not be paid by us. It is your responsibility to inform yourself of such taxes/costs and pay them if applicable. Please note that the tax treatment of your investments may depend on your individual circumstances and may be subject to change in the future.

(e) We may share our commission/charges with the Broker and other third parties. Details of charges shared are available upon request.

(f) 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, may result in an administration fee.

(b) In the event any complaint made by you is unfounded, we may charge you up to £10 for copies of any telephone call records you requested.

(c) Upon request we may provide an electronic payment (as opposed to cheque – see clause 16 below) 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. If we deduct any monies under this clause 7(c) we will inform you immediately. You will have 7 Business Days from receipt of our notice to challenge our right to set off. If after review of any challenge submitted by you, it is determined that the right to set off all or part of the monies under this clause was made in error, we will refund you the amount of overpayment immediately.

(d) We reserve the right to charge interest at Bank of England base rate plus 8% p.a. on any sums overdue from you including the Balance. 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. If we deduct any monies under this clause 7(d) we will inform you immediately. You will have 7 Business Days from receipt of our notice to challenge our right to set off. If after review of any challenge submitted by you, it is determined that the right to set off all or part of the monies under this clause was made in error, we will refund you the amount of overpayment immediately.

(e) Clients using this Service will be classified by Computershare and the Broker as retail clients. As a retail client you have maximum protection available under the FCA Rules and provided the conditions of your claim meet the FSCS's criteria, you will be eligible to apply for compensation under the FSCS. Please see clause 21 for further information.

(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) Computershare will not be held liable for any delay in the settlement of a transaction resulting in circumstances beyond its control, including the failure of any other party (apart from its sub-contractors) to complete all necessary steps to enable settlement to take place on the Settlement Date. For the avoidance of doubt, Computershare will be liable if it, or its sub-contractors, fail 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.

(l) We will 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 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 Account

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. 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 +44 (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.

(c) You are required to pay the Balance 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, TD Direct Investing (Europe) Ltd, 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 administrative 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 Balance must be received by the Broker four Business Days prior to the intended Settlement Date.

(g) Where the balance under clause 10(f) is not received by the Broker by the Settlement Date, the Broker will provide written notice to you giving you 5 Business Days to make payment. If payment is still not received by the broker after this period the Broker has an unconditional right to sell any shares under our control and we will treat your instruction to purchase as withdrawn.

If the shares are sold in accordance with this clause 10(g) and the sale of such shares realise a net value higher than the amount of monies due to us relating to the purchase of those shares, we shall be entitled to apply it against any other monies or liability that you may have to us; any balance may be returned to you.

If the sale of the shares 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.

Please note that we will charge commission on any sale of shares under this clause.

(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 us relating to the purchase of those investments, we shall be entitled to apply it against any other monies or liability that you may have to us; any balance may be returned to you 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 reasonable costs and legal expenses incurred by us in the recovery of that debt.

11. Constraints on the Service

The purchase facility is only available during Market Hours.

TRADE PARTICULARS – SALES

12. Particulars

(a) Instructions to sell shares must not be given if you have lost or mislaid the share certificate. In order to be able to give instructions you must provide us with a letter of indemnity addressed to 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 (see clauses 4-7).

(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 may consider using a minimum price instruction (for a sale) as below or you should obtain professional financial advice

'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 (a "Minimum Price" instruction). All Minimum Price instructions are accepted until they execute or expire. You should be aware that Minimum Price 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.

13. Thresholds

(a) Subject to a £250 tolerance in either direction to account for fluctuations in share prices, the maximum sale amount which can be made through the Internet Portal is £50,000 or €60,000. Any sale instructions received in excess of this amount via the Internet Portal 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, the value of the sale and the payment you receive may exceed this threshold.

14. Settlement

(a) Nominee Transactions that involve a share sale will have a standard settlement cycle of T+2 for sales of UK listed stocks, and T+3 for international stocks; that is, the transaction will normally settle two Business Days after the date on which the trade was dealt for sales of UK listed stocks, and 3 Business Days for sales of international stocks.

(b) Nominee Transactions that involve a share purchase 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.

(c) Certificated Trades that involve either a share sale or a share purchase 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.

15. Document Despatch

(a) You are required to send your share certificate and any transfer form together with any other documentation specified in the cover letter to the Contract Note (the "Sales Documents") to the address appearing on the Contract Note, so that it reaches us at least 4 Business Days before the Settlement Date.

(b) If we have not received the Sales Documents 3 Business Days before the Settlement Date we reserve the right to buy back your shares on your behalf subject to a commission and a fee of £40 (or €56 where applicable).

(c) If settlement is cancelled as a result of late delivery by you of the Sales Documents you will be required to pay a £40 administration fee (or €56 where applicable) to cover the costs incurred by us, or by the Broker on our behalf, in dealing with the delay or cancellation, plus you will be required to pay any increase in the value of the shares between the shares being sold and then repurchased.

(d) Provided that we have received and accepted your Sale Documents 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 on the Settlement Date.

(e) If we receive your Sale Documents later than 4 Business Days before the Settlement Date, your cheque may be despatched later than the Settlement Date stated in your Contract Note,.

16. Sale Proceeds

(a) The cheque will be printed on a perforated section at the bottom of a Confirmation Note.

(b) All sale proceeds will be despatched by cheque to the registered share holder at the registered address in our records.

(c) Cheques cannot be made payable to a third party or sent to an alternative address.

(d) Confirmation Notes should be retained for tax purposes.

17. 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 are hereby expressly instructing us that you do not wish for your instruction to be made public to other market participants of this Service.

(c) The placing of Limit Orders is entirely at your own risk. The Broker accepts no liability for any losses, damages or claims arising from either (i) your failure to cancel a Limit Order if it is no longer applicable and/or (ii) you making a duplicate instruction. Should disputes arise which are caused by either of the matters in (i) and (ii) above we bear no responsibility for such matters.

(d) Limit Orders can be placed via the Internal Portal 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 +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) Limit Orders will not be executed even if the Limit Price is met if:

- 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); or
- 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 that you are aware of your outstanding commitments and that these remain in line with your current investment objectives.

(g) It is your responsibility to ensure that Limit Orders remain valid and in line with your current investment objectives.

(h) You should be aware that market conditions could cause the price of shares to increase suddenly and dramatically, thereby causing your Limit Price to be met at any time.

18. Additional Information

(a) All Contract Notes, cheques, 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 which occurs after we have correctly dispatched any such communication 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.

19. Security

(a) The Internet Portal supports 128bit encryption. If your browser does not support this level of encryption then you may continue to view our Internet Portal, but the Broker does 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 Internet Share Dealing Service Helpline on +44(0)370 703 0084 on Business Days during Market Hours. Alternatively you may email your concerns to: dealing@computershare-dealing.co.uk.

(c) The Broker is responsible for operating the Internet Portal and shall retain reasonable security measures to prevent viruses being transferred through the Internet Portal. We, our associated companies and the Broker do not accept liability for the consequences of any computer viruses that may be transmitted through the Internet Portal.

20. 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 immediately either by email at admin.dealing@computershare.co.uk, by telephone on number +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 up to £10 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.

21. 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 and the Broker are both authorised and regulated by the FCA.

(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. 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 or by contacting them at: The Financial Ombudsman Service, Exchange Tower, London E14 9SR.

(c) Computershare and the Broker are covered by the FSCS. You will be entitled to compensation from the FSCS if your claim satisfies the FSCS's eligibility criteria. Compensation may be available to eligible investors in respect of protected claims. Most types of investment business are covered for 100% of the first £50,000 (i.e. a maximum of £50,000 per person). Where we hold client money on your behalf and the relevant UK approved bank became insolvent, you may be covered under the FSCS for up to £75,000 of the money on deposit with that bank. These amounts may be subject to change. Further information is available on the FSCS website at www.fscs.org.uk or by contacting them at: Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU. If client money is held on your behalf in an approved bank in another EEA state you may be entitled to compensation from the relevant compensation scheme in that EEA state subject to any required eligibility criteria that may apply. We will be happy to provide further details on request.

(d) 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. Legislation and the rules of our regulator the FCA specify various rules we must comply with. Nothing in these Terms and Conditions is an attempt to restrict or dilute our obligations to you under those rules.

(e) 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. Should you want advice on any investment please contact an independent financial adviser.

22. 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 apart from where 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 you 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 The Pavilions Bridgwater Road, Bristol, BS99 6AL. (e) The parties to this agreement are You, Computershare and the Broker (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.

23. 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 breach of these Terms and Conditions, negligence, wilful default or fraud. We will not pay for any losses suffered by you that are not directly associated with our breach of these Terms and Conditions, 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 Internet Portal

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		

.....**Footer**.....

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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.

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