

# ONLINE GLOBAL PAYMENT SERVICE WITH CURRENCY CONVERSION TERMS AND CONDITIONS

These terms and conditions form a legally binding agreement between you and us. They shall be interpreted in accordance with clause 1 below. This online global payment service enables you to ask us, Computershare Investor Services PLC, to arrange for a Payment to be converted into a Currency of your choice and for the Proceeds to be paid to you via foreign currency wire payment (the "Service"). The Service is a foreign exchange service and is only available to individuals who are 18 years of age or older. If you wish to use the Service it is your sole responsibility to inform yourself about and observe any applicable tax and legal requirements as they relate to you personally. Where these terms and conditions have been received in a country where the provision of such a service would be contrary to local laws or regulations or that would require us to comply with local governmental or regulatory procedures or legal formalities, these terms and conditions should be treated as being for information purposes only. You should ensure that the Service meets your requirements. If you are in any doubt you should seek independent professional advice before taking any action. We cannot provide you with any advice on the suitability or otherwise of any aspect of the Service to your personal circumstances or any associated tax liability. Neither the Service nor these terms and conditions constitute an invitation or recommendation to undertake the conversion or have money sent to you by foreign currency wire payment. Please note that the currency exchange rate can fluctuate in the period after you send us your instruction but before the conversion is effected and this may decrease the value of the Proceeds you receive.

## 1. Definitions

(a) In these terms and conditions the following words and expressions have the meanings and interpretation set out below:

**"Beneficiary Bank"** means the bank identified by you which holds the bank account in your name into which you instruct us to pay or to arrange payment of the Proceeds;

**"Business Day"** means any day (excluding Saturday and Sunday) on which banks in the UK are generally open for non-automated business;

**"Computershare"** means Computershare Investor Services PLC, whose registered office is at The Pavilions, Bridgwater Road, Bristol BS13 8AE;

**"Computershare's Group"** means Computershare, any subsidiary undertaking of Computershare, any parent undertaking of Computershare and any subsidiary undertaking of any parent undertaking of Computershare and any associated undertaking of any such person, from time to time each as defined in section 1162 of the Companies Act 2006 and paragraph 20 of Schedule 4A to the Companies Act 1985 as amended;

**"Corporate Sponsored Nominee"** means the corporate sponsored nominee the operation of which is governed by a discrete set of terms and conditions;

**"Costs"** means any Fixed Fee, Spread or any other charges payable by you for the provision of the Service pursuant to these terms and conditions as set out in clause 6 save any such fees, spreads or charges referred to in clause 6(f);

**"Currency"** means those currencies into which we offer you the option of converting your Payment pursuant to the Service;

**"Executive Investment Service Share Plan Account"** means the executive investment service share plan account the operation of which is governed by a discrete set of terms and conditions;

**"Fixed Fee"** means the Fixed Fee as defined in clause 6(a);

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

**"Global Payment Service Provider"** means Citibank Europe plc, an Ireland-based and incorporated financial services subsidiary company of Citigroup, Inc. with its principal office located in Dublin, Ireland (together with any of its affiliates used by it) used by, Computershare in the provision of the Service;

**"Intermediary Bank"** means any bank that is located in the country of your chosen Currency and is used by the Global Payment Service Provider to receive funds in your chosen Currency before being forwarded to the Beneficiary Bank;

**"Online Instruction"** means the online instruction submitted to us via the Website which you must submit in order to instruct us to arrange for your Payment (or, if applicable all future Payments of a particular type or types until further notice) to be converted into the currency of your choice and for the Proceeds (or, if applicable, all future Proceeds relating to future Payments of a Particular type or types) to be paid to you via foreign currency wire payment;

**"Payment"** means:

- the proceeds of sale of securities payable to you resulting from a sale of securities arising from participation in an employee share plan or held in a Vested Share Account or Executive Investment Service Vested Share Account using a member of Computershare's Group's dealing service; or
- the cash payment payable to you arising from participation in an employee share plan (whether or not via a Share Plan Account) administered by a member of Computershare's Group; or
- the dividend payable to you in respect of securities held by you other than in respect of securities held in a Corporate Sponsored Nominee, Vested Share Account or Executive Investment Service Vested Share Account; or
- the dividend payable to you in respect of securities held by you in a Corporate Sponsored Nominee or Vested Share Account or Executive Investment Service Vested Share Account; or
- the interest payable to you in respect of gilts held by you and/or the redemption monies payable to you resulting from a redemption of gilts held by you as applicable.

**"Payment Date"** means as defined in clause 2(b);

**"PIN"** means any Personal Identification Number that has been provided to you by us to enable you to access the Service;

**"Proceeds"** means monies in the Currency of your choice with a value equal (on the basis of the foreign currency exchange rate determined by the Global Payment Service Provider) to the Payment less the Costs;

**"Recovered Amount"** means as defined in clause 4(f);

**"Residual Monies"** means, for the purposes of clause 6, monies to be converted into the Currency you have selected after the Fixed Fee has been deducted;

**"Security Details"** means the User ID and PIN and/or SRN as appropriate;

**"Service"** means the global payment service which enables you to ask us, Computershare Investor Services PLC, to arrange for a Payment to be converted into a Currency of your choice and for the Proceeds to be paid to you via foreign currency wire payment (otherwise known as International Wire);

**"Share Plan Account"** means the share plan account the operation of which is governed by a discrete set of terms and conditions;

**"Spread"** means the number of basis points (1 basis point = 0.01%) by which the Wholesale Rate is reduced as calculated in accordance with clause 6(a);

**"SRN"** means the Shareholder Reference Number provided to you by us to enable you to access the Service;

**"User ID"** means any User Identification Number which has been provided to you by us to enable you to access the Service;

**"us", "we" or "our"** means Computershare Investor Services PLC, whose registered office is at The Pavilions, Bridgwater Road, Bristol BS13 8AE;

**"Vested Share Account"** means the vested share account the operation of which is governed by a discrete set of terms and conditions;

**"Website"** means [www.computershare.com](http://www.computershare.com);

**"Wholesale Rate"** means as defined in clause 3(h);

**"you" or "your"** means you, the person using the Service.

(b) The headings are inserted for convenience only and shall not affect the interpretation of these terms and conditions.

(c) References to any statute or statutory provisions shall, unless the context requires otherwise, be construed as a reference to such statute or statutory provisions (including all instruments, orders or regulations made under it or deriving from it) as may be in force from time to time.

(d) The words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.

## 2. Your Instruction

(a) Provided (save in respect of a Payment which constitutes either proceeds of sale of securities or a cash payment payable to you arising from participation in an employee share plan) that the value of your Payment is in excess of ten pounds sterling or equivalent, you may instruct us to arrange for your Payment to be converted into the Currency of your choice and for the Proceeds to be paid to you via foreign currency wire payment by completing and submitting an Online Instruction to us via the Website.

(b) If you wish to use this Service in respect of a Payment which constitutes a dividend payable to you, interest payable to you in respect of gilts held by you or the redemption monies payable to you resulting from a redemption of gilts held by you, we must receive your valid instruction at least fifteen Business Days prior to the date upon which such Payment is due for your instruction to be processed in respect of that Payment ("Payment Date") for the purposes of this clause 2(b)). Should we fail to receive a valid instruction by 17:00 (UK time) on the fifteenth Business Day prior to the Payment Date we will use reasonable endeavours to process your instruction in respect of the Payment in question but **we do not accept any responsibility for any loss you may incur as a result of not processing such instruction.**

(c) Clauses 5(b) to (d) set out when we are entitled to refuse to act on your instruction.

(d) Details of how and when the Proceeds will be available and subsequently be sent to you are set out in clauses 3 and 4. Details of the Costs and how and when they will be deducted are set out in clause 6.

(e) You must ensure that you have given us the correct details of a bank account in your name that can receive the Proceeds in the relevant Currency.

(f) You must not give instructions to pay Proceeds into a bank account in the name of anyone other than you.

(g) Please note that any currency election which you have made to a company responsible for paying a dividend to you will take precedence and shall prevail over any instruction submitted by you pursuant to the Service in respect of such Payment.

(h) A full list of the Currencies offered under the Service can be obtained from the Website or using our helpline (the operating hours and details of which are set out in clause 8). The list may change from time to time so you should check it before giving us an instruction.

## 3. How and when will the Proceeds be available

(a) If we accept your instruction we will, on the basis of your instruction, enter into a transaction with the Global Payment Service Provider for it to convert money of a value equal to your Payment less the Costs into the Currency of your choice and send the resultant money to you via foreign currency wire payment. In return we promise to pay an amount equal to the Payment less our Fixed Fee (deducted pursuant to clauses 6(a) and 6(d)) to the Global Payment Service Provider. Although we may enter into this transaction before your Payment is received by us or another member of Computershare's Group on your behalf (for example in respect of a Payment which constitutes proceeds of sale of securities) we reserve the right not to do so until we are in receipt of such Payment in cleared funds.

(b) When we enter into the transaction with the Global Payment Service Provider we do so in our own capacity and not on your behalf. As a result, we (rather than you) will contract with the Global Payment Service Provider and will promise to pay an amount equal to your Payment less our Fixed Fee (deducted pursuant to clauses 6(a) and 6(d)) to the Global Payment Service Provider. You will have no contractual relationship with the Global Payment Service Provider. The Global Payment Service Provider will owe the Proceeds to us - only paying them to you on our behalf - and does not assume any responsibility to you for payment of the Proceeds or otherwise. It is our responsibility under the Service to ask the Global Payment Service Provider to pay the Proceeds to you.

(c) In return for us entering into this transaction with the Global Payment Service Provider you agree to immediately pay to us an amount equal to your Payment (i.e. the amount we are required to pay the Global Service Provider under the transaction plus our Fixed Fee (deducted pursuant to clauses 6(a) and 6(d))). You agree that we may apply your Payment in payment of the amount you owe us and that such application of your Payment will discharge all duties and obligations which the relevant member of Computershare's Group (or other third party, as applicable) owes to you in respect of the Payment (for example, which we or another member of Computershare's Group owes to you resulting from a sale of securities arising from participating in an employee share plan using our or its dealing service, as applicable).

(d) Where your Payment constitutes either the proceeds of sale of securities or a dividend payable to you in respect of securities held by you in a Corporate Sponsored Nominee, Vested Share Account, Executive Investment Service Vested Share Account or Share Plan Account, as soon as you use our money pursuant to clause 3(c) above, those proceeds of sale or that dividend will no longer constitute client monies (or such local equivalent as is applicable to the relevant member of Computershare's Group) and consequently will not be held in a designated client monies account in accordance with the FCA rules (or local equivalent).

(e) Please note that the Global Payment Service Provider will neither treat amounts paid to it by us as client money nor as a bank deposit and will not pay interest on any such money.

(f) The Global Payment Service Provider will send your Proceeds to your bank account in accordance with and on the basis set out in clause 4.

(g) We shall take reasonable care in the selection of, and the enforcement of our contract with, the Global Payment Service Provider. **However, we do not otherwise accept responsibility for losses or expenses suffered or incurred by you as a result of any acts by or omissions of the Global Payment Service Provider including any failure by it to remit the Proceeds to the account specified by you.**

(h) Please note that the foreign currency exchange rate used to obtain the Proceeds will be determined by the Global Payment Service Provider which will provide us with a competitive rate based upon its wholesale rate available in the market at the time (as available from Bloomberg and Reuters), its ability to buy and/or sell currencies, its bulk buying position and is a rate at a point in time that is updated in real-time throughout the day subject to the availability of currencies for online trading (the "Wholesale Rate").

(i) If we place a number of orders for payments in the same payment currency and Proceeds currency with the Global Payment Service Provider, the Global Payment Service Provider may aggregate those orders and execute them together. The Global Payment Service Provider may combine orders in this way in order to seek to provide a more favourable exchange rate than if each order were executed separately.

(j) The foreign currency exchange rate used to obtain your Proceeds will be available as soon as reasonably practicable following receipt by Computershare of confirmation of the rate from the Global Payment Service Provider. You can find the rate on the Website or using our helpline (the operating hours and details of which are set out in clause 8).

## 4. How and when will the Proceeds be sent to you

(a) The Global Payment Service Provider has promised to us that it will send the Proceeds via a foreign currency wire payment to your bank account the details of which are held on our records. The Global Payment Services Provider does this in order to satisfy its promise to us to pay the Proceeds to us or such account as we may instruct and to pay (on our behalf and on our instruction) the Proceeds to you in performance of our promise to you under these terms and conditions.

(b) Please note that we do not guarantee credit to you of the Proceeds on any given date, as the final credit of the Proceeds to you is not under the control of either Computershare or the Global Payment Service Provider. The Global Payment Service Provider has undertaken to us that it will ensure that the amount of the Proceeds is placed into the clearing system by a given date. The Global Payment Service Provider may also be subject to additional obligations to us under general law.

(c) Not all countries have electronic clearing. In this case the processing centre of the country of currency may issue a cheque or manager's draft and hand deliver it to your Beneficiary Bank for final credit to you.

(d) A Payment may be delayed or rejected before it reaches you if you provide incomplete or invalid payment details.

(e) If a payment is rejected before it reaches you or the Proceeds cannot be sent to your chosen account for reasons outside the reasonable control of Computershare (including, for example, where you provide incomplete or invalid payment details or the bank account the details of which you have provided cannot receive and hold monies in your chosen Currency), we will make reasonable efforts to recover the Proceeds. We may charge reasonable fees for such recovery together with any associated expenses which we may reasonably incur when doing so. We reserve the right to reconvert, or to allow the Global Payment Service Provider to reconvert, any recovered Proceeds back into the originating currency or into sterling and to issue your payment in the form of a cheque (denominated in such currency) to you to your address as it appears on our records. Should any such recovered Proceeds be reconverted we will charge you additional Costs as set out in clause 6(c) below. Any other related costs (including any loss which you may incur due to exchange rate fluctuations as a result of such currency reversion) will be solely your responsibility. **We do not accept any responsibility for any loss you may incur as a result of such currency reversion.**

(f) Should the Global Payment Service Provider incur problems in sending the payment to your account and send the Proceeds (whether in your chosen Currency or reconverted into the originating currency or sterling) to Computershare, we will hold those Proceeds in a non-interest bearing bank account until we are able to make payment to you. The account will be a non-designated segregated bank account held by Computershare for the benefit of users of the Service, meaning that such monies will be segregated from Computershare's own funds and will not be available to Computershare for use in the ordinary course of our business. These arrangements are designed to provide you with appropriate protection in the unlikely event of our insolvency, but money within this account originating from a Payment constituting either the proceeds of sale of securities or a dividend payable to you in respect of securities held by you in a Corporate Sponsored Nominee, Vested Share Account, Executive Investment Service Vested Share Account or Share Plan Account, will **not** be client money for the purposes of the FCA rules.

(g) In the event that the Global Payment Service Provider becomes insolvent and consequently is unable to pay the Proceeds to your bank account after its receipt of an amount equal to the Payment (less the Costs) and subject to you being responsible for all costs, charges and expenses reasonably and properly incurred by Computershare as a consequence of any actions taken, Computershare will take reasonable steps to recover such amounts and in such currency as are reasonably recoverable from the Global Payment Service Provider (the "Recovered Amount"). If Computershare receives a Recovered Amount, we reserve the right to deduct our reasonable costs, charges and expenses of recovering the Recovered Amount before paying, or arranging for the payment of, a sum equal to the remaining sum to you. We may receive from the Global Payment Service Provider a single amount relating to you and other users of the Service. In this event, you agree that we may allocate and apportion such amount, and our reasonable costs of recovery, as between you and the other users in such manner as we may reasonably determine.

## 5. Acknowledgements and Rejections

(a) Where you have provided your email address we will acknowledge receipt of your instruction by email. No acknowledgment will be sent if your email address has not been provided.

(b) **We reserve the right not to accept and consequently not to act upon any particular instruction from you if:**

- we have not received your Payment; or
- we reasonably consider that we need to obtain further information from you or to comply with any legal or regulatory requirement binding on us (including the obtaining of evidence of identity to comply with money laundering regulations); or
- we reasonably consider that we need to investigate any concerns we may have about the validity of or any other matter relating to your instruction; or
- you have instructed us to pay, or arrange for the payment of, the Proceeds into a bank account in the name of someone other than you.

Where permitted by law and regulation, we will notify you in writing as soon as reasonably practicable if we decide not to accept a particular instruction. You agree that we will have no liability to you for any loss you may suffer by virtue of our refusal to accept your instruction.

(c) The Global Payment Service Provider may delay, refuse or be unable to execute payments to your specified account due to sanctions or other legal requirements affecting your chosen Currency. Further, the Global Payment Service Provider may cease to undertake foreign exchange transactions in your chosen Currency. In either case, any existing instruction will be rejected and we will notify you of that rejection without undue delay so that you can amend your instructions accordingly.

(d) We reserve the right not to accept instructions which have not been properly completed or which are unclear.

## 6. The Costs

(a) Subject to clauses 6(b) and 6(c) below, for each Currency conversion executed as a result of your instruction you will be charged:

- a fixed fee as specified on the Website prior to submission of your Online Instruction (the “**Fixed Fee**”); AND
- a Spread calculated based upon the aggregate value of the Residual Monies as follows:
  - (i) where the aggregate value of the Residual Monies is between £0 and £99,999.99 the Wholesale Rate will be reduced by a Spread of 250 basis points;
  - (ii) where the aggregate value of the Residual Monies is between £100,000.00 and £999,999.99 the Wholesale Rate will be reduced by a Spread of 80 basis points;
  - (iii) where the aggregate value of the Residual Monies is equal to or over £1,000,000.00 the Wholesale Rate will be reduced by a Spread equal to 50 basis points;
- (b) Please note that the Fixed Fee and Spread will be deducted from your Payment in accordance with clause 6(a) even if a payment is rejected before it reaches you or the Proceeds cannot be transferred to your chosen account for reasons outside of the control of Computershare including, for example, where you provide incomplete or invalid payment details or the bank account details of which you have provided cannot receive and hold monies in your chosen Currency.
- (c) Please note that whilst we will not charge you an additional Fixed Fee for any Currency conversion executed pursuant to clause 4(e) above we will charge you an additional Spread calculated in accordance with clause 6(a) above for such Currency conversion.
- (d) The Costs will be automatically deducted from your Payment before your Proceeds are paid to you. We will deduct the Fixed Fee and the Global Payment Service Provider will deduct the aforementioned Spread on our behalf, withhold a portion thereof to be retained for itself and send the remainder of the spread to us.
- (e) These charges may change from time to time. We will notify you in advance of any change(s) to these charges, which will only apply to instructions received after notification of such change(s).
- (f) Please note that in addition to the Costs your Beneficiary Bank, or any Intermediary Bank, may apply transaction charges, fees and other costs depending upon the specific currencies, banks and bank accounts involved. You should check with your Beneficiary Bank whether such transactions charges, fees or other costs will be applied and if so whether you are responsible for the payment of them. **We are not responsible for the payment of these charges, fees or other costs.**
- (g) If we carry out any other services or provide you with any other information which is not mentioned in these terms and conditions, then we may write and ask you to pay us a charge for that service or information.
- (h) No UK Value Added Tax is currently payable in respect of the Costs. Should the UK Value Added Tax rules change in future, such tax may be applied and deducted from your Payment without prior notice.

## 7. Liability

- (a) Save to the extent expressly stated to the contrary in these terms and conditions, we will take reasonable care in operating the Service and will be responsible to you for any losses or expenses suffered or incurred by you which are a foreseeable consequence of our breach of these terms and conditions, negligence, wilful default or fraud.
- (b) **We do not accept liability for any losses or expenses suffered or incurred by you which are not a foreseeable consequence of our breach of these terms and conditions, negligence or wilful default.**
- (c) **We do not accept liability for any losses or expenses suffered or incurred by you which do not arise as a result of our breach of these terms and conditions, negligence, wilful default or fraud.**
- (d) **We shall not be responsible for losses that result from our failure to comply with these terms and conditions which fall into the following categories:**
  - loss of income or revenue;
  - loss of business;
  - loss of profit arising in the course of business;
  - loss of opportunity;
  - loss of goodwill;
  - loss of anticipated savings;
  - loss of data; or
  - any waste of time.
- (e) Nothing in these terms and conditions excludes or limits in any way our liability for:
  - death or personal injury caused by our negligence; or
  - fraud or fraudulent misrepresentation; or
  - section 2 of the Supply of Goods and Services Act 1982; or
  - any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.
- (f) **We do not accept any responsibility for any losses or expenses suffered or incurred by you as a result of your failure to adhere to any personal obligations imposed on you by the laws of the jurisdiction in which you are resident.**
- (g) Please note that the currency exchange rate can fluctuate in the period after you send us your instruction but before the conversion is effected and this may decrease the value of the Proceeds you receive. **We accept no liability for any losses or expenses which you may suffer as a result of any such movement in the currency exchange rate.**
- (h) **We do not accept any responsibility for any losses or expenses suffered or incurred by you as a result of any acts or omissions or the insolvency of:**
  - your Beneficiary Bank;
  - any Intermediary Bank; or
  - the Global Payment Service Provider (including any failure by it to remit the Proceeds to the account specified by you but without affecting our responsibilities to you under clauses 3(g) and 4(g) above).
- (i) If you are in any doubt as to whether an instruction has been received or carried out you should telephone us immediately using our helpline (the operating hours and details of which are set out in clause 8).
- (j) **We shall not be responsible for delays or failure to perform any of our obligations due to acts beyond our reasonable control. Such acts shall include, but not be limited to, market conditions, the suspension of trading by any exchange or clearing house, acts of God, strikes, lockout, riots, acts of war, terrorist acts, epidemics, pandemics, governmental regulations superimposed after the fact including the imposition of exchange controls, sanctions and embargos, communication line failures or malfunctions, power failure, earthquakes or other disasters.**
- (k) **Any documents/instructions/cheques/Proceeds sent by you, or to you, are sent entirely at your own risk. We do not accept liability prior to receipt by us of any documents or instructions or after despatch by us of any document to you or (subject to our responsibilities to you under clause 3(g)) payment to the Global Payment Service Provider.**

- (l) By its nature the internet is not an entirely reliable medium. The delivery time for instructions using the internet may vary considerably depending on your internet service provider, your computer system, the way in which the instruction has been routed on the internet and on third party providers. **We are not responsible for any delay in us receiving your instruction, or any inability to use, interruption to or non-availability of the Website which does not arise as a result of our negligence, wilful default or fraud.**
- (m) The internet is not an entirely secure environment. For this reason, despite the security measures we operate we cannot guarantee that any message or instruction sent using the internet will not be capable of being intercepted, read or copied by an unauthorised third party or parties. **We are not responsible for unlawful interception of any message or instruction sent to us which does not arise as a result of our negligence, wilful default or fraud.**
- (n) You must contact us immediately if you suspect that any of your Security Details have been disclosed to, or obtained by, a third party and that their integrity is threatened. Until such notification is received by us, we will assume that any instructions received in accordance with these terms and conditions which have been authenticated by your SRN or User ID and PIN as specified will be genuine and are valid instructions from you and we will act accordingly. **You will be liable for all such transactions. We will not be liable to you for any loss or liability suffered or incurred by you as a result of acting on your instructions and/or in accordance with these terms and conditions.**
- (o) You should be aware that from time to time the Service may not be available due to planned maintenance. Whilst we will endeavour to complete such maintenance outside of operating hours this may not always be possible. **We will not be liable to you for any loss suffered or incurred by you due to the unavailability of the Service as a result of planned maintenance.**
- (p) You are responsible for ensuring all electronic communications sent by you to Computershare are free from viruses or defects. If a communication from you is found to contain a virus it may not be accepted by Computershare.
- (q) These terms and conditions and your Online Instruction constitute the entire agreement between the parties concerning the Service and may not be amended, modified or supplemented orally. Any amendment or modification to the terms and conditions shall become effective solely in accordance with the terms of these terms and conditions.
- (r) **Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in these terms and conditions.**

## 8. Contacting each other

- (a) All notices and other communications must be in English. Our contact details are found in the “Contact Us” section of the Website. For purposes of security and service quality, you authorise us to record and/or monitor to the maximum permitted by applicable law, all telephone calls made by you to us and from us to you. For the avoidance of doubt, we are entitled to produce any recording we make in any court or arbitration proceeding as evidence of such conversation.
- (b) If you are resident in the UK, we will send all documents to your address as it appears in our records by domestic post. If you are resident outside the UK, we will send all documents to your address as it appears on our records by international post. We will send all email responses to your email address as it appears on our records.
- (c) Computershare Investor Services PLC provides its contractual terms in English and will only communicate with you in English during the provision of the Service. Any translation of these terms and conditions into any language other than English should be treated as being for information only, these terms and conditions in English shall be the sole operative terms and conditions governing the operation of the Service.

## 9. General

- (a) The decision to have your Payment converted into a Currency of your choice and have the Proceeds sent to you

via foreign currency wire payment is solely your responsibility.

- (b) You may not specify the currency exchange rate or the minimum currency exchange rate to be applied to the conversion of your monies.
- (c) We and/or the Global Payment Service Provider are entitled to deduct the Costs from your Payment before your Proceeds are paid to you.
- (d) Where your Payment constitutes proceeds of sale of securities you may not cancel or amend any instructions to have monies payable to you converted into a Currency of your choice and have the Proceeds sent to you via foreign currency wire payment received by us after the date of the trade of such securities. You may, however, cancel any such instructions received by us prior to such trade being placed. Where your Payment constitutes a cash payment payable to you arising from participation in an employee share plan, then once you have instructed us to make your Payment to you in a different Currency you may not cancel or amend those instructions. Where your Payment constitutes a dividend payable to you, interest payable to you in respect of gilts held by you or the redemption monies payable to you resulting from a redemption of gilts held by you, you may not cancel or amend any instructions after 17:00 (UK time) on the fifteenth Business Day prior to the date upon which such Payment is due (“**Payment Date**” for the purposes of this clause 9(d)). You may, however, cancel any such instructions received by us prior to that cut off time.
- (e) We may employ agents on such terms as we deem fit and can delegate any function or responsibilities that we may have under these terms and conditions. We will take reasonable care to satisfy ourselves that any person to whom we delegate any functions or responsibilities is competent to carry out those functions or responsibilities.
- (f) When you instruct us to arrange for the sending of the Proceeds to you via foreign currency wire payment in accordance with the Service, you give us your authority to sign, complete and deliver any document and to do anything else we think necessary to give effect to your instruction. This does not affect the nature of the contractual relationships between you and Computershare, and Computershare and the Global Payment Service Provider, as described in clause 3(b).
- (g) We will not do anything which in our reasonable opinion would or might break any relevant laws, rules, regulations or codes or risk exposing us to criticism for behaving improperly or not acting in accordance with good market practice.
- (h) Cash fractions arising in respect of money due to you are rounded down to the nearest penny sterling or the lowest denomination of your chosen Currency and the Costs will be rounded up to the nearest penny sterling or the lowest denomination of your chosen Currency and in each case the difference will be kept for our own benefit.
- (i) We reserve the right to change these terms and conditions from time to time provided that if such change would be materially detrimental to you, we will give you not less than twenty Business Days’ written notice before such change becomes effective.
- (j) These terms and conditions are governed by and shall be construed in accordance with the law of England and Wales. Computershare Investor Services PLC has applied the same laws in its marketing of, and arrangements for you to use, the Service.
- (k) We may choose to suspend or withdraw the Service at any time due to developments in legislation, in the event that changes in the banking system impact upon the Service or the Global Service Provider refuses (in accordance with its contract with us) to continue to support the Service or should it materialise that you are not eligible or permitted to participate as envisaged by us by local legislation and/or regulation without giving you any notice that the Service is no longer available. To the extent permitted by law and regulation, and the Global Payment Service Provider in accordance with its contract with us, any instructions that we have accepted prior to the Service being withdrawn will be completed.
- (l) In the event that the Currency you have selected is suspended, we reserve the right at our sole discretion to contact you to obtain your instructions or to make the payment to you in the original currency in which the Payment was received.
- (m) We, the Global Payment Service Provider and our agents may effect transactions notwithstanding that it has a direct or indirect material interest or a relationship of any description with another party which may involve a conflict with its duty to persons using the Service. We manage those conflicts of interest of which we are aware and monitor the effectiveness of our policies and procedures on a regular basis. We make every effort to disclose our interests and those of our employees where it is suspected that a conflict of interest may arise. In accordance with our regulatory responsibility on this matter we operate a documented policy that details our obligations if such events arise. Full details are available upon written request to Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6ZZ.
- (n) By submitting your instruction you confirm that any assets (including, for the avoidance of doubt, securities and/or money) which we (or another member of Computershare’s Group) hold on your behalf may be used as security for the debt which we incur to the Global Payment Service Provider and the Costs. As such, we have the right to sell or otherwise dispose of any assets which we may hold on your behalf at whatever price and in whatever manner we see fit at our absolute discretion (without being responsible for any loss or diminution in price) to obtain reimbursement of such debt and/or the Costs on giving you seven days’ written notice of our intention to do so.
- (o) The parties to this agreement are you and us (the “**parties**”). Except as expressly provided in clauses 3(c) and 3(d), 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.
- (p) In the event that any part of these terms and conditions is not legally enforceable, the remaining terms and conditions shall not be affected and shall remain valid and enforceable.

## 10. Data Protection Notice

- (a) Any personal data that we obtain from you in providing the Service will be held by us in accordance with the relevant legislation. We will only hold, use or otherwise process such of your personal data as is necessary to provide you with the Service. Your details will only be disclosed in accordance with the principles set out in the Data Protection Act 1998:
- to any person if that person has legal or regulatory powers over us;
  - to the Global Payment Service Provider and any other person or body including any Intermediary Bank(s) and your Beneficiary Bank in order to facilitate the provision of the Service; and
  - to any country or territory outside the European Economic Area where this is required to provide you with the Service. These countries or territories may not have an adequate level of protection in respect of, or indeed any laws to protect, your personal data.
- (b) You consent to Computershare’s transmission of your personal data as detailed above and agree that Computershare is not responsible for personal data that has been transmitted to such third parties.
- (c) You have a right to request to view the personal data that we hold on you. We may charge you a small fee for providing you with access to this information.

## 11. Complaints

We have a procedure to help us resolve all complaints from our customers effectively. If you have any complaints about the service provided to you or wish to receive a copy of our complaints procedure please write to us at Computershare Investor Services PLC, Shareholder Relations, The Pavilions, Bridgwater Road, Bristol BS13 8AE.

## 12. Confirmations, Consents and Undertakings

By submitting your Online Instruction you will be deemed to have given the following confirmations, consents and undertakings to Computershare:

- (a) you are 18 years of age or older;
  - (b) you have read and understood these terms and conditions and you agree to be bound by them;
  - (c) you have complied with all applicable legal requirements necessary for you to lawfully make use of the Service;
  - (d) you agree to use the Service only for lawful purposes;
  - (e) where your Payment constitutes either the proceeds of sale of securities or a dividend payable to you in respect of securities held by you in a Corporate Sponsored Nominee, Vested Share Account, Executive Investment Service Vested Share Account or Share Plan Account, you agree that upon such monies becoming due and payable to us for our own account as outlined in clause 3(b) they will no longer constitute client monies (or such local equivalent as is applicable to the relevant member of Computershare’s Group) and consequently will not be held in a designated client monies account in accordance with the FCA rules (or local equivalent);
  - (f) you agree that you are solely responsible for the accuracy of any and all information and instructions that you provide to Computershare in the context of the provision of the Service (including details of your bank account) and for any and all actions which are carried out in reliance upon such information. You acknowledge that we rely upon the payment information you provide and that we cannot be liable for errors or omissions in such information. **You are responsible for reimbursing us when invoiced for any losses, liabilities or expenses which we suffer or incur because of such error or omission; and**
  - (g) **you will be responsible for any and all loss or liability (including, without limitation, tax charged to us) whatsoever which may be suffered or incurred by us, which relates to or arises from:**
    - the lawful and proper carrying out of our obligations to you; or
    - as a result of acting on instructions we receive from you or which are given on your behalf; or
    - your failure to comply with your obligations under these terms and conditions and/or applicable law.
- Notwithstanding this paragraph, you will not be liable in respect of losses or claims which have resulted from:**
- our (or our officers, employees, agents or subcontractors) fraud, negligence or wilful default; or
  - a breach by us of these terms and conditions; or
  - in circumstances where we are prohibited from receiving an indemnity pursuant to applicable laws or regulations, but only to the extent of such prohibition.
- Your responsibility for any and all such loss or liability will survive the termination of these terms and conditions.**

# ONLINE GLOBAL PAYMENT SERVICE WITHOUT CURRENCY CONVERSION TERMS AND CONDITIONS

These terms and conditions form a legally binding agreement between you and us. They shall be interpreted in accordance with clause 1 below. This online global direct credit service enables you to ask us, Computershare Investor Services PLC, to arrange for the Proceeds to be paid to you via foreign currency wire payment or automated clearing house payment (the "Service"). The Service is a payment service to facilitate electronic payments in certain currencies other than pounds sterling and is only available to individuals who are 18 years of age or older. If you wish to use the Service it is your sole responsibility to inform yourself about and observe any applicable tax and legal requirements as they relate to you personally. Where these terms and conditions have been received in a country where the provision of such a service would be contrary to local laws or regulations or that would require us to comply with local governmental or regulatory procedures or legal formalities, these terms and conditions should be treated as being for information purposes only. You should ensure that the Service meets your requirements. If you are in any doubt you should seek independent professional advice before taking any action. We cannot provide you with any advice on the suitability or otherwise of any aspect of the Service to your personal circumstances or any associated tax liability. Neither the Service nor these terms and conditions constitute an invitation or recommendation to have money sent to you by foreign currency wire payment or automated clearing house payment.

## 1. Definitions

(a) In these terms and conditions the following words and expressions have the meanings and interpretation set out below:

**"Beneficiary Bank"** means the bank identified by you which holds the bank account in your name into which you instruct us to pay or to arrange payment of the Proceeds;

**"Business Day"** means any day (excluding Saturday and Sunday) on which banks in the UK are generally open for non-automated business;

**"Computershare"** means Computershare Investor Services PLC, whose registered office is at The Pavilions, Bridgwater Road, Bristol BS13 8AE;

**"Computershare's Group"** means Computershare, any subsidiary undertaking of Computershare, any parent undertaking of Computershare and any subsidiary undertaking of any parent undertaking of Computershare and any associated undertaking of any such person, from time to time each as defined in section 1162 of the Companies Act 2006 and paragraph 20 of Schedule 4A to the Companies Act 1985 as amended;

**"Corporate Sponsored Nominee"** means the corporate sponsored nominee the operation of which is governed by a discrete set of terms and conditions;

**"Executive Investment Service Share Plan Account"** means the executive investment service share plan account the operation of which is governed by a discrete set of terms and conditions;

**"Fixed Fee"** means the fixed fee payable by you for the provision of the Service pursuant to these terms and conditions as set out in clause 6(a);

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

**"Global Payment Service Provider"** means Citibank Europe plc, an Ireland-based and incorporated financial services subsidiary company of Citigroup, Inc. with its principal office located in Dublin, Ireland (together with any of its affiliates used by it) used by, Computershare in the provision of the Service;

**"Intermediary Bank"** means any bank that is located in the country of the currency in which your Payment is denominated and is used by the Global Payment Service Provider to receive funds in such currency before being forwarded to the Beneficiary Bank;

**"Online Instruction"** means the online instruction submitted to us via the Website which you must submit in order to instruct us to arrange for the Proceeds (or, if applicable, all future Proceeds relating to future Payments of a particular type or types until further notice) to be paid to you via foreign currency wire payment or automated clearing house payment;

**"Payment"** means:

- the proceeds of sale of securities payable to you resulting from a sale of securities arising from participation in an employee share plan or held in a Vested Share Account or Executive Investment Service Vested Share Account using a member of Computershare's Group's dealing service; or
- the cash payment payable to you arising from participation in an employee share plan (whether or not via a Share Plan Account) administered by a member of Computershare's Group; or
- the dividend payable to you in respect of securities held by you other than in respect of securities held in a Corporate Sponsored Nominee or Vested Share Account or Executive Investment Service Vested Share Account; or
- the dividend payable to you in respect of securities held by you in a Corporate Sponsored Nominee or Vested Share Account or Executive Investment Service Vested Share Account; or
- the interest payable to you in respect of gilts held by you and/or the redemption monies payable to you resulting from a redemption of gilts held by you as applicable;

**"Payment Date"** means as defined in clause 2(b);

**"PIN"** means any Personal Identification Number that has been provided to you by us to enable you to access the Service;

**"Proceeds"** means monies with a value equal to the Payment less our Fixed Fee;

**"Recovered Amount"** means as defined in clause 4(g);

**"Security Details"** means the User ID and PIN and/or SRN as appropriate;

**"Service"** means the global direct credit service which enables you to ask us, Computershare Investor Services PLC, to arrange for the Proceeds to be paid to you via foreign currency wire payment (otherwise known as International Wire) or automated clearing house payment (otherwise known as Global Direct Credit);

**"Share Plan Account"** means the share plan account the operation of which is governed by a discrete set of terms and conditions;

**"SRN"** means the Shareholder Reference Number provided to you by us to enable you to access the Service;

**"User ID"** means any User Identification Number which has been provided to you by us to enable you to access the Service;

**"us", "we" or "our"** means Computershare Investor Services PLC, whose registered office is at The Pavilions, Bridgwater Road, Bristol BS13 8AE;

**"Vested Share Account"** means the vested share account the operation of which is governed by a discrete set of terms and conditions;

**"Website"** means [www.computershare.com](http://www.computershare.com);

**"you" or "your"** means you, the person using the Service.

(b) The headings are inserted for convenience only and shall not affect the interpretation of these terms and conditions.

(c) References to any statute or statutory provisions shall, unless the context requires otherwise, be construed as a reference to such statute or statutory provisions (including all instruments, orders or regulations made under it or deriving from it) as may be in force from time to time.

(d) The words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.

## 2. Your Instruction

(a) Provided (save in respect of a Payment which constitutes either proceeds of sale of securities or a cash payment payable to you arising from participation in an employee share plan) that the value of your Payment is in excess of ten pounds sterling or equivalent, you may instruct us to arrange for the Proceeds to be paid to you via foreign currency wire payment or automated clearing house payment by completing and submitting an Online Instruction to us via the Website.

(b) If you wish to use this Service in respect of a Payment which constitutes a dividend payable to you, interest payable to you in respect of gilts held by you or the redemption monies payable to you resulting from a redemption of gilts held by you, we must receive your valid instruction at least fifteen Business Days prior to the date upon which such Payment is due for your instruction to be processed in respect of that Payment ("Payment Date" for the purposes of this clause 2(b)). Should we fail to receive a valid instruction by 17:00 (UK time) on the fifteenth Business Day prior to the Payment Date we will use reasonable endeavours to process your instruction in respect of the Payment in question but we do not accept any responsibility for any loss you may incur as a result of not processing such instruction.

(c) Clauses 5(b) to (d) below set out when we are entitled to refuse to act on your instruction.

(d) Details of how and when the Proceeds will be available and subsequently be sent to you are set out in clauses 3 and 4. Details of our Fixed Fee and how and when it will be deducted are set out in clause 6.

(e) You must ensure that you have given us the correct details of a bank account in your name that can receive the Proceeds in the relevant currency.

(f) You must not give instructions to pay Proceeds into a bank account in the name of anyone other than you.

(g) Please note that any currency election which you have made to a company responsible for paying a dividend to you will take precedence and shall prevail over any instruction submitted by you pursuant to the Service in respect of such Payment.

## 3. How and when will the Proceeds be available

(a) If we accept your instruction we will, on the basis of your instruction, enter into a transaction with the Global Payment Service Provider for it to send the Proceeds to you via foreign currency wire payment or automated clearing house payment. In return we promise to pay an amount equal to the Payment less our Fixed Fee (deducted pursuant to clauses 6(a) and 6(c)) to the Global Payment Service Provider. Although we may enter into this transaction before your Payment is received by us or another member of Computershare's Group on your behalf (for example in respect of a Payment which constitutes proceeds of sale of securities) we reserve the right not to do so until we are in receipt of such Payment in cleared funds.

(b) When we enter into the transaction with the Global Payment Service Provider we do so in our own capacity and not on your behalf. As a result, we (rather than you) will contract with the Global Payment Service Provider and will promise to pay an amount equal to your Payment less our Fixed Fee (deducted pursuant to clauses 6(a) and 6(c)) to the Global Payment Service Provider. You will have no contractual relationship with the Global Payment Service Provider. The Global Payment Service Provider will owe the Proceeds to us - only paying them to you on our behalf - and does not assume any responsibility to you for payment of the Proceeds or otherwise. It is our responsibility under the Service to ask the Global Payment Service Provider to pay the Proceeds to you.

(c) In return for us entering into this transaction with the Global Payment Service Provider you agree to immediately pay to us an amount equal to your Payment (i.e. the amount we are required to pay the Global Service Provider under the transaction plus our Fixed Fee (deducted pursuant to clauses 6(a) and 6(c))). You agree that we may apply your Payment in payment of the amount you owe us and that such application of your Payment will discharge all duties and obligations which the relevant member of Computershare's Group (or other third party, as applicable) owes to you in respect of the Payment (for example, which we or another member of Computershare's Group owes to you resulting from a sale of securities arising from participating in an employee share plan using our or its dealing service, as applicable).

(d) Where your Payment constitutes either the proceeds of sale of securities or a dividend payable to you in respect of securities held by you in a Corporate Sponsored Nominee, Vested Share Account, Executive Investment Service Vested Share Account or Share Plan Account, as soon as you owe us money pursuant to clause 3(c) above, those proceeds of sale or that dividend will no longer constitute client monies (or such local equivalent as is applicable to the relevant member of Computershare's Group) and consequently will not be held in a designated client monies account in accordance with the FCA rules (or local equivalent).

(e) Please note that the Global Payment Service Provider will neither treat amounts paid to it by us as client money nor as a bank deposit and will not pay interest on any such money.

(f) The Global Payment Service Provider will send your Proceeds to your bank account in accordance with and on the basis set out in clause 4 below.

(g) We shall take reasonable care in the selection of, and the enforcement of our contract with, the Global Payment Service Provider. However, we do not otherwise accept responsibility for losses or expenses suffered or incurred by you as a result of any acts by or omissions of the Global Payment Service Provider including any failure by it to remit the Proceeds to the account specified by you.

## 4. How and when will the Proceeds be sent to you

(a) The Global Payment Service Provider has promised to us that it will send the Proceeds via a foreign currency wire payment to your bank account the details of which are held on our records. The Global Payment Service Provider does this in order to satisfy its promise to us to pay the Proceeds to us or such account as we may instruct and to pay (on its behalf and on our instruction) the Proceeds to you in performance of our promise to you under these terms and conditions.

(b) Please note that we do not guarantee credit to you of the Proceeds on any given date, as the final credit of the Proceeds to you is not under the control of either Computershare or the Global Payment Service Provider. The Global Payment Service Provider has undertaken to us that it will ensure that the amount of the Proceeds is placed into the clearing system by a given date. The Global Payment Service Provider may also be subject to additional obligations to us under general law.

(c) Not all countries have electronic clearing. In this case the processing centre of the country of currency may issue a cheque or manager's draft and hand deliver it to your Beneficiary Bank for final credit to you.

(d) A Payment may be delayed or rejected before it reaches you if you provide incomplete or invalid payment details.

(e) If a payment is rejected before it reaches you or the Proceeds cannot be sent to your chosen account for reasons outside the reasonable control of Computershare (including, for example, where you provide incomplete or invalid payment details or the bank account the details of which you have provided cannot receive and hold monies in the currency in which your Payment is denominated), we will make reasonable efforts to recover the Proceeds. We may charge reasonable fees for such recovery together with any associated expenses which we may reasonably incur when doing so. We reserve the right to issue your payment in respect of any recovered Proceeds in the form of a cheque (denominated in the currency in which your Payment is denominated) to you to your address as it appears on our records. Any other related costs will be solely your responsibility.

(f) Should the Global Payment Service Provider incur problems in sending the payment to your account and send the Proceeds to Computershare, we will hold those Proceeds in a non-interest bearing bank account until we are able to make payment to you. The account will be a non-designated segregated bank account held by Computershare for the benefit of users of the Service, meaning that such monies will be segregated from Computershare's own funds and will not be available to Computershare for use in the ordinary course of our business. These arrangements are designed to provide you with appropriate protection in the unlikely event of our insolvency, but money within this account originating from a Payment constituting either the proceeds of sale of securities or a dividend payable to you in respect of securities held by you in a Corporate Sponsored Nominee, Vested Share Account, Executive Investment Service Vested Share Account or Share Plan Account, will not be client money for the purposes of the FCA rules.

(g) In the event that the Global Payment Service Provider becomes insolvent and consequently is unable to pay the Proceeds to your bank account after its receipt of an amount equal to the Payment (less our Fixed Fee) and subject to you being responsible for all costs, charges and expenses reasonably and properly incurred by Computershare as a consequence of any actions taken, Computershare will take reasonable steps to recover such amounts as are reasonably recoverable from the Global Payment Service Provider in respect of such Payment (less our Fixed Fee) or Proceeds (the "Recovered Amount"). If Computershare receives a Recovered Amount, we reserve the right to deduct our reasonable costs, charges and expenses of recovering the Recovered Amount before paying, or arranging for the payment of, a sum equal to the remaining sum to you. We may receive from the Global Payment Service Provider a single amount relating to you and other users of the Service. In this event, you agree that we may allocate and apportion such amount, and our reasonable costs of recovery, as between you and the other users in such manner as we may reasonably determine.

## 5. Acknowledgements and Rejections

(a) Where you have provided your email address we will acknowledge receipt of your instruction by email. No acknowledgment will be sent if your email address has not been provided.

(b) We reserve the right not to accept and consequently not to act upon any particular instruction from you if:

- we have not received your Payment; or
- we reasonably consider that we need to obtain further information from you or to comply with any legal or regulatory requirement binding on us (including the obtaining of evidence of identity to comply with money laundering regulations); or
- we reasonably consider that we need to investigate any concerns we may have about the validity of or any other matter relating to your instruction; or
- you have instructed us to pay, or arrange for the payment of, the Proceeds into a bank account in the name of someone other than you.

Where permitted by law and regulation, we will notify you in writing as soon as reasonably practicable if we decide not to accept a particular instruction. You agree that we will have no liability to you for any loss you may suffer by virtue of our refusal to accept your instruction.

(c) The Global Payment Service Provider may delay, refuse or be unable to execute payments to your specified account due to sanctions or other legal requirements affecting the currency in which your Payment is denominated. In this case, any existing instruction will be rejected and we will notify you of that rejection without undue delay so that you can amend your instructions accordingly.

(d) We reserve the right not to accept instructions which have not been properly completed or are unclear.

## 6. The Costs

(a) Subject to clause 6(b) below, you will be charged a fixed fee as specified on the Website prior to submission of your Online Instruction for each foreign wire payment or automated clearing house payment executed as a result of your instruction.

(b) Please note that our Fixed Fee will be deducted from your Payment in accordance with clause 6(a) even if a payment is rejected before it reaches you or the Proceeds cannot be transferred to your chosen account for reasons outside of the control of Computershare including, for example, where you provide incomplete or invalid payment

details or the bank account details of which you have provided cannot receive and hold monies in the currency in which your Payment is denominated.

(c) We will deduct our Fixed Fee from your Payment before your Proceeds are paid to you.

(d) Our Fixed Fee may change from time to time. We will notify you in advance of any change(s) to our Fixed Fee, which will only apply to instructions received after notification of such change(s).

(e) Please note that in addition to our Fixed Fee your Beneficiary Bank, or any Intermediary Bank, may apply transaction charges, fees and other costs depending upon the specific currencies, banks and bank accounts involved. You should check with your Beneficiary Bank whether such transactions charges, fees or other costs will be applied and if so whether you are responsible for the payment of them. **We are not responsible for the payment of these charges, fees or other costs.**

(f) If we carry out any other services or provide you with any other information which is not mentioned in these terms and conditions, then we may write and ask you to pay us a charge for that service or information.

(g) No UK Value Added Tax is currently payable in respect of our Fixed Fee. Should the UK Value Added Tax rules change in future, such tax may be applied and deducted from your Payment without prior notice.

## 7. Liability

(a) Save to the extent expressly stated to the contrary in these terms and conditions, we will take reasonable care in operating the Service and will be responsible to you for any losses or expenses suffered or incurred by you which are a foreseeable consequence of our breach of these terms and conditions, negligence, wilful default or fraud.

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

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

(d) **We shall not be responsible for losses that result from our failure to comply with these terms and conditions which fall into the following categories:**

- loss of income or revenue;
- loss of business;
- loss of profit arising in the course of business;
- loss of opportunity;
- loss of goodwill;
- loss of anticipated savings;
- loss of data; or
- any waste of time.

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

- death or personal injury caused by our negligence; or
- fraud or fraudulent misrepresentation; or
- section 2 of the Supply of Goods and Services Act 1982; or
- any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude our liability.

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

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

- your Beneficiary Bank;
- any Intermediary Bank; or
- the Global Payment Service Provider (including any failure by it to remit the Proceeds to the account specified by you but without affecting our responsibilities to you under clauses 3(g) and 4(g) above).

(h) If you are in any doubt as to whether an instruction has been received or carried out you should telephone us immediately using our helpline (the operating hours and details of which are set out in clause 8 below).

(i) **We shall not be responsible for delays or failure to perform any of our obligations due to acts beyond our reasonable control. Such acts shall include, but not be limited to, market conditions, the suspension of trading by any exchange or clearing house, acts of God, strikes, lockout, riots, acts of war, terrorist acts, epidemics, pandemics, governmental regulations superimposed after the fact including the imposition of exchange controls, sanctions and embargos, communication line failures or malfunctions, power failure, earthquakes or other disasters.**

(j) **Any documents/instructions/cheques/Proceeds sent by you, or to you, are sent entirely at your own risk. We do not accept liability prior to receipt by us of any documents or instructions or after despatch by us of any document to you or (subject to our responsibilities to you under clause 3(g)) payment to the Global Payment Service Provider.**

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

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

(m) You must contact us immediately if you suspect that any of your Security Details have been disclosed to, or obtained by, a third party and that their integrity is threatened. Until such notification is received by us, we will assume that any instructions received in accordance with these terms and conditions which have been authenticated by your SRN or User ID and PIN as specified will be genuine and are valid instructions from you and we will act accordingly. **You will be liable for all such transactions. We will not be liable to you for any loss or liability suffered or incurred by you as a result of acting on your instructions and/or in accordance with these terms and conditions.**

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

(o) You are responsible for ensuring all electronic communications sent by you to Computershare are free from viruses or defects. If a communication from you is found to contain a virus it may not be accepted by Computershare.

(p) These terms and conditions and your Online Instruction constitute the entire agreement between the parties concerning the Service and may not be amended, modified or supplemented orally. Any amendment or modification to the terms and conditions shall become effective solely in accordance with the terms of these terms and conditions.

(q) **Each party agrees that it shall have no remedies in respect of any representation or warranty (whether made innocently or negligently) that is not set out in these terms and conditions. No party shall have any claim for innocent or negligent misrepresentation based upon any statement in these terms and conditions.**

## 8. Contacting each other

(a) All notices and other communications must be in English. Our contact details and operating hours are found in the "Contact Us" section of the Website. For purposes of security and service quality, you authorise us to record and/or monitor to the maximum permitted by applicable law, all telephone calls made by you to us and from us to you. For the avoidance of doubt, we are entitled to produce any recording we make in any court or arbitration proceeding as evidence of such conversation.

(b) If you are resident in the UK, we will send all documents to your address as it appears in our records by domestic post. If you are resident outside the UK, we will send all documents to your address as it appears on our records by international post. We will send all email responses to your email address as it appears on our records.

(c) Computershare Investor Services PLC provides its contractual terms in English and will only communicate with you in English during the provision of the Service. Any translation of these terms and conditions into any language other than English should be treated as being for information only, these terms and conditions in English shall be the sole operative terms and conditions governing the operation of the Service.

## 9. General

(a) The decision to have the Proceeds sent to you via foreign currency wire payment or automated clearing house payment is solely your responsibility.

(b) We are entitled to deduct our Fixed Fee from your Payment before your Proceeds are paid to you.

(c) Where your Payment constitutes proceeds of sale of securities you may not cancel or amend any instructions to have the Proceeds sent to you via foreign currency wire payment or automated clearing house payment received by us after the date of the trade of such securities. You may, however, cancel any such instructions received by us prior to such trade being placed. Where your Payment constitutes a cash payment payable to you arising from participation in an employee share plan, then once you have instructed us to have the Proceeds sent to you via foreign currency wire payment or automated clearing house payment you may not cancel or amend those

instructions. Where your Payment constitutes a dividend payable to you, interest payable to you in respect of gilts held by you or the redemption monies payable to you resulting from a redemption of gilts held by you, you may not cancel or amend any instructions after 17:00 (UK time) on the fifteenth Business Day prior to the date upon which such Payment is due ("**Payment Date**" for the purposes of this clause 9(c)). You may, however, cancel any such instructions received by us prior to that cut off time.

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

(e) When you instruct us to arrange for the sending of the Proceeds to you via foreign currency wire payment or automated clearing house payment in accordance with the Service, you give us your authority to sign, complete and deliver any document and to do anything else we think necessary to give effect to your instruction. This does not affect the nature of the contractual relationships between you and Computershare, and Computershare and the Global Payment Service Provider, as described in clause 3(b).

(f) We will not do anything which in our reasonable opinion would or might break any relevant laws, rules, regulations or codes or risk exposing us to criticism for behaving improperly or not acting in accordance with good market practice.

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

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

(i) We may choose to suspend or withdraw the Service at any time due to developments in legislation, in the event that changes in the banking system impact upon the Service or the Global Service Provider refuses (in accordance with its contract with us) to continue to support the Service or should it materialise that you are not eligible or permitted to participate as envisaged by us by local legislation and/or regulation without giving you any notice that the Service is no longer available. To the extent permitted by law and regulation, and the Global Payment Service Provider in accordance with its contract with us, any instructions that we have accepted prior to the Service being withdrawn will be completed.

(j) In the event that the currency in which your Payment is denominated is suspended, we reserve the right at our sole discretion to contact you to obtain your instructions.

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

(l) By submitting your instruction you confirm that any assets (including, for the avoidance of doubt, securities and/or money) which we (or another member of Computershare's Group) hold on your behalf may be used as security for the debt which we incur to the Global Payment Service Provider and our Fixed Fees. As such, we have the right to sell or otherwise dispose of any assets which we may hold on your behalf at whatever price and in whatever manner we see fit at our absolute discretion (without being responsible for any loss or diminution in price) to obtain reimbursement of such debt and/or our Fixed Fee on giving you seven days' written notice of our intention to do so.

(m) The parties to this agreement are you and us (the "**parties**"). Except as expressly provided in clauses 3(c) and 3(d), 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.

(n) In the event that any part of these terms and conditions is not legally enforceable, the remaining terms and conditions shall not be affected and shall remain valid and enforceable.

## 10. Data Protection Notice

(a) Any personal data that we obtain from you in providing the Service will be held by us in accordance with the relevant legislation. We will only hold, use or otherwise process such of your personal data as is necessary to provide you with the Service. Your details will only be disclosed in accordance with the principles set out in the Data Protection Act 1998:

- to any person if that person has legal or regulatory powers over us;
- to the Global Payment Service Provider and any other person or body including any Intermediary Bank(s) and your Beneficiary Bank in order to facilitate the provision of the Service; and
- to any country or territory outside the European Economic Area where this is required to provide you with the Service. These countries or territories may not have an adequate level of protection in respect of, or indeed any laws to protect, your personal data.

(b) You consent to Computershare's transmission of your personal data as detailed above and agree that Computershare is not responsible for personal data that has been transmitted to such third parties.

(c) You have a right to request to view the personal data that we hold on you. We may charge you a small fee for providing you with access to this information.

## 11. Complaints

We have a procedure to help us resolve all complaints from our customers effectively. If you have any complaints about the service provided to you or wish to receive a copy of our complaints procedure please write to us at Computershare Investor Services PLC, Shareholder Relations, The Pavilions, Bridgwater Road, Bristol BS13 8AE.

## 12. Confirmations, Consents and Undertakings

By submitting your Online Instruction you will be deemed to have given the following confirmations, consents and undertakings to Computershare:

- (a) you are 18 years of age or older;
- (b) you have read and understood these terms and conditions and you agree to be bound by them;
- (c) you have complied with all applicable legal requirements necessary for you to lawfully make use of the Service;
- (d) you agree to use the Service only for lawful purposes;
- (e) where your Payment constitutes either the proceeds of sale of securities or a dividend payable to you in respect of share held by you in a Corporate Sponsored Nominee, Vested Share Account, Executive Investment Service Vested Share Account or Share Plan Account, you agree that upon such monies becoming due and payable to us for our own account as outlined in clause 3(b) they will no longer constitute client monies (or such local equivalent as is applicable to the relevant member of Computershare's Group) and consequently will not be held in a designated client monies account in accordance with the FCA rules (or local equivalent);
- (f) you agree that you are solely responsible for the accuracy of any and all information and instructions that you provide to Computershare in the context of the provision of the Service (including details of your bank account) and for any and all actions which are carried out in reliance upon such information. You acknowledge that we rely upon the payment information you provide and that we cannot be liable for errors or omissions in such information. **You are responsible for reimbursing us when invoiced for any losses, liabilities or expenses which we suffer or incur because of such error or omission; and**
- (g) **you will be responsible for any and all loss or liability (including, without limitation, tax charged to us) whatsoever which may be suffered or incurred by us, which relates to or arises from:**

- the lawful and proper carrying out of our obligations to you; or
  - as a result of acting on instructions we receive from you or which are given on your behalf; or
  - your failure to comply with your obligations under these terms and conditions and/or applicable law.
- Notwithstanding this paragraph, you will not be liable in respect of losses or claims which have resulted from:**
- our (or our officers, employees, agents or subcontractors) fraud, negligence or wilful default; or
  - a breach by us of these terms and conditions; or
  - in circumstances where we are prohibited from receiving an indemnity pursuant to applicable laws or regulations, but only to the extent of such prohibition.

**Your responsibility for any and all such loss or liability will survive the termination of these terms and conditions.**