

# Share Plan Account Terms and Conditions

## Key information about this Service

### 1.1 What Service are we providing?

These terms and conditions govern your use of a Share Plan Account to facilitate your participation in a Company Share Plan enabling (as applicable) the:

- Buying of Securities, including the receipt and conversion of money to fund such purchases into the same currency as the Securities (unless you are a participant in a SIP Plan or an APSS Plan and your securities are held by a trustee);
- Exercise of Options;
- Submission of advanced elections;
- Sale or transfer of Securities;
- Holding of Securities within the Share Plan Account (unless you are a participant in a SIP Plan or an APSS Plan and your securities are held by a trustee), all of which in combination or individually comprise the Service.

We have been appointed by Kingfisher to provide you with this Service, but your participation in a Share Plan is governed by separate Share Plan Rules which you will have been provided with separately and further copies of which you can request from the Company. If there is a conflict between the Share Plan Rules and these terms and conditions, the Share Plan Rules will prevail.

The Share Plan Rules may stipulate that Securities are subject to a retention period, during which time you will not be permitted to sell or transfer them. The Share Plan Rules may also contain provisions allowing for clawback of Securities. By using the Service, you irrevocably authorise us to follow the instructions of the Company without interrogation in connection with application of the Share Plan Rules to your use of the Service. For more information on restrictions affecting you, please see the Share Plan Rules or approach the Company.

These terms and conditions are made up of several parts – Parts A-H. The services we are providing and the features of the Service listed below will determine which provisions apply to you.

By using the Service you agree to comply with the undertakings in Part A and which other services we can provide will depend on the type of Share Plan we are administering for the Company. Not all services will be available and therefore there may be some sections of these terms which do not apply to you.

If we change these terms and conditions, we will let you know beforehand, as described in Part D.

The Service is only available to participants of a Share Plan. However, where you are no longer a participant in a Share Plan, for example where you are no longer employed by the Company, we may nevertheless (at our sole discretion) allow you to continue to use the Service, to the extent permitted by law.

If you wish to use the Service, it is solely your responsibility to ensure that you are legally permitted to do so and for complying with any applicable legal requirements including reporting, tax or exchange control. The Service may not be suitable for all employees for example where regional restrictions affect participation in employee share plans. If there is any doubt regarding your suitability to join the Service, you should seek independent, professional advice.

The price of Securities can go down as well as up and the income from Securities is not guaranteed. You may suffer a loss and receive back less than you originally invested. The price may even change from when you send us an instruction to trade Securities to when we receive it and are able to conclude the transaction. Remember that past performance is no guide to future performance.

## Features of the Service

If you are a participant in a SIP Plan or an APSS Plan, your securities are held by a trustee rather than in the Share Plan Account (while you continue to be employed by the Company in relation to a SIP Plan only), save for the period of time when they are transferred from the trust into the Share Plan Account to satisfy any instruction to sell them.

These terms and conditions cover a range of different features and not all may apply to you. Further details are set out below:

- Our mobile app is available as an additional service channel to our website.
- Submission of instructions as described in Part A paragraphs 5 – 12 by telephone are available. Telephone dealing is not available if you are a participant in a SIP Plan, an APSS Plan, an SAYE Plan, an International SAYE Plan or if the Service is provided to you by CISIL.
- Postal dealing is a feature of the Service if you are participant in an Irish SAYE Plan.
- Batched trading for SIP Securities (where we combine your online order with other online orders and process them together) is a feature of the Service.
- The ability for you to vote at Company meetings is supported. This does not relate to the ability to vote in respect of your SIP Securities or your APSS Securities (as applicable).
- The ability for you to attend Company meetings is supported. This does not relate to the ability to attend Company meetings in respect of your SIP Securities or your APSS Securities (as applicable).
- Transfer options available to you include:

- holding your Securities in certificated form
- transferring your Securities to a third party brokerage account via our website only
- if you are a participant in a SIP Plan, transferring your Tax Free Securities into the Share Plan Account

If you are a participant in a SIP Plan and you are no longer employed by the Company, the default course of action in the absence of receipt of a valid instruction from you by the cut-off date and time notified to you will be either the transfer of all of your SIP Securities into the Share Plan Account or the sale of enough SIP Securities to cover UK Tax and Charges with the transfer of the remainder into the Share Plan Account, in accordance with the Share Plan Rules.

## 1.2 Who is providing the Service?

The contract is between you and us where “us” is:

- Computershare Investor Services PLC (“CIS UK”);
- Computershare Investor Services (Ireland) Limited (“CISIL”);
- Computershare Plan Managers Pty Ltd and CPU Share Plans Pty Ltd (referred to as “CPM AU” where one or both of them provide the Service); and
- Computershare Trust Company, N.A. (“CTCNA”).

Where you are resident will dictate which legal entity within the Computershare Group will be providing the Service. For these purposes we will treat you as resident in your country of tax residency, which you will self-certify to us. However in the absence of a valid self-certification we will determine your residency by reference to the permanent address that we hold for you on our records.

CIS UK is authorised and regulated by the Financial Conduct Authority. CISIL is authorised and regulated by the Central Bank of Ireland. CTCNA is a US federally chartered limited purpose trust company authorised in the USA, and primarily regulated by the Office of the Comptroller of the Currency, to perform the Service. The two companies referred to as CPM AU are each authorised to provide financial services in Australia under the terms of their respective Australian financial services licences and are regulated by the Australian Securities and Investment Commission in Australia.

You may not use the Service in a country where it would be illegal to do so.

All the rights you have under this Agreement can be exercised against the relevant group company as they are responsible for providing you with the Service. You can find out more information in Part G which sets out who is responsible for providing you with the Service. Slightly different rules will apply depending on which legal entity within the Computershare Group will be providing the Service. Where there are different rules based on who is providing you with the Service, we have made those clear in either the relevant section or in Part G.

If CPM AU provides you with the Service, any Securities held in the Share Plan Account on your behalf are held with Citibank as agent and their contact details are 399 Park Avenue, New York, NY 10043, U.S.A. Please note that as the custodian responsible for holding your assets all enquiries should be addressed to us rather than Citibank. Citibank may not have access to information regarding your specific holding.

Refer to Part G entitled Who is providing the service for more information.

## 1.3 How much will it cost you to use the Service?

The Company is charged an annual administration fee for the provision of the Service.

### Purchasing Securities

With the exception of shares purchased for a SIP Plan or an Irish APSS Plan, each time we buy Securities for you we will charge you a fee of 0.2%. Where CIS UK or CISIL convert your money into another currency in order to enable Securities to be bought, a currency conversion charge of 1.5% will be applied in addition to the dealing fee. Where the Company is incorporated in England and Wales purchases will be subject to stamp duty reserve tax of 0.5%.

For example if you wish to invest £1000 in Securities valued at £1 each, we will charge you a dealing fee of £2 and, where applicable, a £15 currency conversion charge will be deducted. In addition, £5 will be deducted in respect of stamp duty reserve tax. Charges would therefore reduce the number of Securities purchased from 1000 to 978.

### Sale of SIP Securities

Each time we sell your Securities we will charge a dealing fee of 0.35% of the gross sale proceeds subject to a minimum fee of £20. For example if we sell 10,000 Securities for you at £1 each we will charge you a dealing fee of £35. The total cost to sell 10,000 shares will therefore be £35, reducing the total amount paid out to you to £9,965. However if we sell 5,714 or fewer Securities for you at £1 each then we will still charge you our minimum dealing fee which would be £20.

### Sale of Securities in your UK SAYE Plan

Each time we sell your Securities we will charge a dealing fee of 0.35% of the gross sale proceeds subject to a minimum fee of £20.

For example if we sell 10,000 Securities for you at £1 each we will charge you a dealing fee of £35. The total cost to sell 10,000 shares will therefore be £35, reducing the total amount paid out to you to £9,965. However if we sell 5,714 or

fewer Securities for you at £1 each then we will still charge you our minimum dealing fee which would be £20.

### Sale of Securities in your Irish SAYE Plan

Each time we sell your Securities we will charge a dealing fee of 0.35% of the gross sale proceeds subject to a minimum fee of €20. When we carry out a currency conversion for you we will charge up to 1.5% of the gross sale proceeds.

For example if we sell 10,000 Securities for you at €1 each we will charge you a dealing fee of €35. In addition a €150 currency conversion charge will be deducted. The total cost to sell 10,000 shares will therefore be €185, reducing the total amount paid out to you to €9,815. However if we sell 5,714 or fewer Securities for you at €1 each then we will still charge you our minimum dealing fee which would be €20.

### Sale of Securities in your 1+1 Plan

Each time we sell your Securities we will charge a dealing fee of 0.25% of the gross sale proceeds subject to a minimum fee of £10.

For example if we sell 10,000 Securities for you at £1 each we will charge you a dealing fee of £25. The total cost to sell 10,000 shares will therefore be £25, reducing the total amount paid out to you to £9,975. However if we sell 4,000 or fewer Securities for you at £1 each then we will still charge you our minimum dealing fee which would be £10.

### Sale of your PDMR Securities

Each time we sell your Securities we will charge a dealing fee of 0.1% of the gross sale proceeds, provided they are more than £200,000. For example if we sell 250,000 Securities for you at £1 each we will charge you a dealing fee of £250. The total cost to sell 10,000 shares will therefore be £25, reducing the total amount paid out to you to £9,975. However if we sell 200,000 or fewer Securities for you at £1 each then we will not charge you a dealing fee.

### Sale of all other Securities

Each time we sell your Securities we will charge a dealing fee of 0.35% of the gross sale proceeds subject to a minimum fee of £20.

For example if we sell 10,000 Securities for you at £1 each we will charge you a dealing fee of £35. The total cost to sell 10,000 shares will therefore be £35 reducing the total amount paid out to you to £9,965. However if we sell 5,714 or fewer Securities for you at £1 each then we will still charge you our minimum dealing fee which would be £20.

We will deduct these amounts and any other amount that is payable before arranging for the monies to be sent to you by your chosen payment method.

A separate fee will be charged for each sale transaction even if the instructions are received at the same time.

If before the Effective Date money is paid to you using the Global Payment Service (GPS), additional charges will be applied, unless such payment is a sterling to sterling payment or, for an APSS Plan only, a euro to euro payment. The GPS terms and conditions will contain further information about these charges.

If the Service is provided to you by CISIL or after the Effective Date by CIS UK, CPM AU or CTCNA fees will be charged for certain international payments and currency conversions (known as International Funds Transfers) under these terms and conditions and the GPS terms and conditions will no longer apply to the Service.

To find out how much you will be charged for making an International Funds Transfer, together with an example of how this is calculated, please go to Appendix One

If, following your instructions, we transfer your Securities to a third party brokerage account, we will charge you £40. You will need to pay this fee online before you can transfer your Securities.

You may request an itemised breakdown of total costs and charges.

Please see Part B entitled What are our Charges for more information on charges as well as the VAT, GST or Sales Tax that may be applicable when you use the Service. Please note that you may be subject to Dividend Withholding and/or Sales Withholding depending on your personal circumstances and where the Company is incorporated.

## **1.4 What about tax?**

You accept that we do not provide any advice on tax and we have no knowledge of and accept no responsibility for your tax affairs. You will be responsible for ensuring your tax return is correct. The tax treatment of your investments is dependent on your individual circumstances and may be subject to change in the future. We do not accept any responsibility for any losses or expenses suffered or incurred by you as a result of us acting in accordance with these terms and conditions and/or any acts or omissions of the Company or any Appointed Tax Agent in connection with the calculation and/or deduction of any tax.

If the Company instructs us to do so, we will deduct Employee Tax on their behalf. This does not apply if you are a participant in a SIP Plan or an APSS Plan.

Where we are instructed to deduct Employee Tax on behalf of the Company, either the Company will calculate Employee Tax or it may use an Appointed Tax Agent to perform the calculation on its behalf.

You can find out more in the Employee Tax section in Part A paragraph 11.

## **1.5 Are we providing you with any advice?**

We will not provide and are not providing you with any investment, taxation or legal advice, or advice on whether or not a transaction under the Service is right for you. We will not and are not required to assess the suitability or appropriateness of any product, service or transaction and we will not recommend or invite you to sell, transfer, hold Securities or make any currency conversion. If CIS UK is providing the Service you will not benefit from the protection of the FCA Rules on assessing appropriateness. If CISIL is providing the Service, you will not benefit from the protection of the MiFID II Regulations on assessing appropriateness.

It is your responsibility to make sure the Service is right for you and to exercise your own judgment when making a decision in relation to any dealings in Securities. You may wish to seek independent professional advice before using it.

The Service is provided on an execution only basis.

## **1.6 How do we contact each other?**

You confirm that you are happy for all communications from us to be by email or by placing the relevant information on our website or, where available to you as stated in this Key Information section, our mobile app and it is your responsibility to check all such communications, please see Part D for further information. If you have any questions please contact us as soon as possible.

You can contact us via our website or, where available to you as stated in this Key Information section, via our mobile app. Where CIS UK or CISIL is providing the Service you can also telephone us on

United Kingdom: (+44) 08082343577

Ireland: (+353) 1800 201087

International toll free: +800 4020 0034

Russia: 81080020211041

Switzerland (chargeable): +41 844 00 44 88

24 hours a day, seven days a week. See the How we change our terms and conditions and how we stay in contact section in Part D for further details. Where CPM AU is providing the Service, please refer to the FSG for contact details. You can also contact us by email at [SharePlanAccount@computershare.com](mailto:SharePlanAccount@computershare.com).

## **1.7 How do you keep your personal information up to date?**

When we contact you we will use the most recent contact details we have for you on our records. Where we make a payment to you it will be to the relevant bank account the details of which we have for you on our records. You can log into your Share Plan Account via our website and change your details at any time. It is your responsibility to keep your log in details secure.

You must tell us immediately if you change your address. You must also keep your bank details, your tax self-certification and other personal information up to date on the records that we hold for you. Failure to do so may cause a breach of applicable law and/or cause delay in your receipt of monies payable to you.

## 1.8 What happens if you are unhappy with the Service?

We will always aim to provide the Service with reasonable care and skill. If you are not happy with any aspect of the Service, please contact us. The Complaints and Compensation section in Part H has further information. Please note that we limit our liability to you under these terms and conditions. Further information on the limits on our liability can be found in Part F.

List of technical words used in these terms and what they mean

The words listed below have a specific meaning when used in these terms and conditions:

**“Appointed Tax Agent”** means any tax advisor appointed by a member of the Company Group to calculate Employee Tax;

**“APSS Plan”** means an Irish Approved Profit Sharing Scheme under which shares are held by a trustee on your behalf and which is approved by the Revenue Commissioner in accordance with Chapter 1, Part 17 and Schedule 11 of the Taxes Consolidation Act 1997;

**“APSS Securities”** means securities in an APSS Plan held on your behalf by a trustee as set out in the Share Plan Rules;

**“Available SIP Securities”** means SIP Securities that can be sold or transferred but may be subject to UK Tax;

**“Award”** will have the same meaning as in the Share Plan Rules;

**“Broker”** means the stockbroker, dealer or Market Maker who we use from time to time in order to execute your instructions;

**“Bulk Selling Option”** means the option to instruct us to sell your APSS Securities in the weekly or monthly trade that is processed in the UK on the Bulk Selling Option Day;

**“Bulk Selling Option Day”** means the day or date specified in the Key Information section when your APSS Securities will be sold, if the Bulk Selling Option is available to you;

**“Business Day”** means, where the Service is provided to you by CIS UK, any day on which the London Stock Exchange (‘LSE’) is open for business; where the Service is provided to you by CISIL, any day on which the Irish Stock Exchange (‘ISE’) is open for business; where the Service is provided to you by CTCNA, any day on which the New York Stock Exchange is open for business, and, where the Service is provided to you by CPM AU, any day on which the Australian Securities Exchange is open for business;



“**CAKID**” means where CISIL is providing the Service to you, CISIL’s Client Asset Key Information Document;

“**Cash Payment**” means, where permitted by the Share Plan Rules, the payment to you of: (a) a cash amount resulting from the exercise of your Option equal to the current market value of the number of Securities over which your Option was exercised, minus the Option Cost that would have been payable on that exercise and Employee Tax if applicable and deducted; or, (b) any other cash as an alternative to receiving shares;

“**CBI**” means the Central Bank of Ireland;

“**Client Asset Regulations**” means the client asset requirements of the Central Bank (Supervision and Enforcement) Act 2013 (Section 48(i)) (Investment Firms) Regulations 2017 (S.I. 604 of 2017);

“**Company**” means the company whose Securities are subject to the Share Plan and are held or will be held on your behalf either (1) in the Share Plan Account; or (2) in trust if your Share Plan is a SIP Plan or an APSS Plan and/or any other company it has control of or that is controlled by the same people who also control the Company, as the context requires;

“**Company Group**” means the Company and any directly or indirectly held subsidiary company;

“**Computershare Group**” means CIS UK, CISIL, CPM AU or CTCNA and each of its parent undertakings and its and their respective subsidiary undertakings each as defined in the relevant legislation in the jurisdiction in which these companies are incorporated;

“**Charges**” means our fees, commission or any other charges payable on the sale or transfer of your Vested Securities or on sending money to you together with any fees, commission and any other charges for the Global Payment Service, if applicable;

“**CSD**” means a central securities depository which is a computer-based system enabling securities to be held and transferred electronically;

“**Currency Exchange Rate**” means the foreign currency exchange rate which will apply to your transaction (whether purchase or sale) which will be a reduction of the Wholesale Exchange Rate by the percentage described in these terms and conditions and Appendix One;

“**Dividend Withholding**” means any tax or other sum required by applicable law to be withheld by us or the Nominee on the payment of dividend income, such as US backup withholding tax under section 3406 of the Internal Revenue Code or any other equivalent legislation;

“**Effective Date**” means a date which shall be notified to you on which:

(i) if you are resident in the European Economic Area, CISIL will start providing the Service to

you; and

(ii) the Global Payment Service (GPS) will no longer apply to the Service and payments will be

made to you direct as set out in these terms and conditions;

“**Employee Tax**” means any income tax and/or social security contribution (or equivalent) and/or US Medicare which may be levied as a result of your participation in the Share Plan;

“**ESPP Plan**” means an employee stock purchase plan;

“**FCA**” means the Financial Conduct Authority;

**“FCA Rules”** means the rules, guidance and principles set out in the FCA handbook;

**“Foreign Exchange Spread”** means a percentage applied to reduce the Wholesale Exchange Rate to the Currency Exchange Rate applicable to International Funds Transfers and currency conversions described in these terms and

conditions and Appendix One;

**“Form of Direction”** means the form which you must complete and send to us by post in order to use our postal dealing service (where available) to instruct us to:

(a) transfer or sell SIP Securities;

(b) effect a Sell All Exercise, Sell Some Exercise or Self Fund Exercise if you are a participant in an SAYE Plan; or

(c) effect a Sell All Exercise, Sell To Cover Exercise or Self Fund Exercise if you are a participant in an International SAYE Plan, (as applicable);

**“FSG”** means, where the Service is provided to you by CPM AU, the Financial Services Guide issued by CPM AU;

**“Global Payment Service (GPS)”** means a service which shall terminate on the Effective Date where money can be paid to you by:

(a) foreign currency wire payment (otherwise known as International Wire); or

(b) by automated clearing house payments (otherwise known as Global Direct Credit or GDC).

GPS may also allow for a currency conversion to be arranged, where necessary, for money payable to you. GPS is always provided under separate terms and conditions;

**“Global Payment Service Provider”** means before the Effective Date the institution used from time to time to facilitate the provision of the Global Payment Service;

**“GST”** means Goods and Services Tax as applicable in Australia shall have the same meaning given to that term in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) or the equivalent tax in other countries;

**“International Funds Transfer”** means the Service which will apply after the Effective Date by which all payments other than (1) payments in GBP within the UK which do not involve a conversion from your Plan currency; and (2) payments in Euros inside the SEPA Zone which do not involve a conversion from your Plan currency shall be made;

**“International SAYE Plan”** an international save as you earn plan which is not an Irish SAYE Plan or a UK SAYE Plan;

**“International SAYE Securities”** means securities which are units of share capital issued by the Company following the exercise of your Option if you are a participant in an International SAYE Plan, as further described in the Share Plan Rules;

**“Irish Income Tax”** means any income tax which may be levied in Ireland on the transfer or sale of your Securities, the amount of which we will confirm to you;

**“Irish SAYE Plan”** means a save as you earn plan which is operated in Ireland and which is approved by the Revenue Commissioner in accordance with Schedule 12A of the Taxes Consolidation Act 1997;

**“ITEPA 2003”** means the Income Tax Earnings and Pensions Act 2003;

**“Market Maker”** means the broker-dealer firm which buys Securities and makes Securities available to purchase at published prices in order to facilitate trading;

**“Maturity Date”** means, if you are a participant in an Irish SAYE Plan, the first date on which you become entitled to exercise your Option in accordance with the Share Plan Rules;

**“MiFID II Regulations”** means the European Union (Markets in Financial Instruments) Regulations 2017 (S.I. 375 of 2017) which implements the Markets in Financial Instruments Directive II (Directive 2014/65/EU) in Irish law and which came into force on 3 January 2018;

**“Nominee”** means any company which we may appoint and/or may be subsequently appointed from time to time to hold your Vested Securities in the Service, reference to which shall as applicable mean the company actually holding your Securities in the applicable CSD under these terms;

**“Non-taxable Amount”** means the value of SIP Securities which are not subject to UK Tax;

**“Notification”** means, if you are a participant in an SAYE Plan or an International SAYE Plan, the notification which informs you of the dates and times when you can use this Service;

**“Option”** means the right to acquire Securities at the Option Price or to receive a Cash Payment under the Share Plan;

**“Option Cost”** means the amount payable when you exercise an Option which is the Option Price multiplied by the number of Securities you can acquire when you exercise the relevant Option;

**“Option Price”** means the price per Security at which you may acquire Securities under the Share Plan which may be zero in the event that a nil cost Option has been granted;

**“Release Date”** means the third anniversary of the date on which the APSS Securities were awarded to you under the APSS Plan in accordance with the Share Plan Rules;

**“Sales Tax”** means Sales Tax as applicable in the United States of America or the equivalent tax in other countries;

**“Sales Withholding”** means any tax required by applicable law to be withheld by us or the Nominee on the sale of securities such as US backup withholding tax under section 3406 of the Internal Revenue Code or any other equivalent legislation;

**“SAYE Plan”** means a UK SAYE Plan or an Irish SAYE Plan;

**“SAYE Securities”** means securities which are units of share capital issued by the Company following the exercise of your Option if you are a participant in an SAYE Plan, as further described in the Share Plan Rules;

**“Savings”** means the amount in the Savings Account comprising of your monthly contributions, any interest or tax free bonus and, at the discretion of the Savings Carrier, any additional contribution to ensure that there will be sufficient funds in your Savings Account to enable you to exercise your Option (in relation to which your Savings Account is entered into) in full, as applicable;

**“Savings Account”** means your HMRC certified savings account if you are a participant in a UK SAYE Plan or your Revenue Commissioners certified savings account if you are a participant in an Irish SAYE Plan, in each case operated by the Savings Carrier, into which you pay your monthly contributions in accordance with your SAYE Plan;

**“Savings Carrier”** means the bank or building society which is responsible for providing and administering the Savings Account;

**“Security”** means financial instruments issued by the Company and held or proposed to be held on your behalf through the Service which may include:

stock, or shares which are a unit of share capital;  
American Depository Receipts;

Bearer Shares in German incorporated companies;

Global Depository Receipts; or

Swedish Depository Receipts;

and "Securities" shall mean one of these or any of them in combination;

**"Self Fund Exercise"** means exercising your Option in full or part (if partial exercise is permitted under the Share Plan Rules) by settling the Option Cost (which, if you are a participant in an SAYE Plan, will be funded using your Savings) and, if applicable and deducted, Employee Tax and arranging for all resulting Securities to be delivered into your Share Plan Account and retaining all such Vested Securities in the Share Plan Account;

**"Sell All Election"** means electing to have all your Securities delivered into your Share Plan Account upon Vesting of your Awards and immediately selling all such Vested Securities covering the Charges and, if applicable and deducted, Employee Tax and Sales Withholding from the proceeds of the sale of them;

**"Sell All Exercise"** means exercising your Option in full or part (in the case of an SAYE Plan only, using your Savings), arranging for all resulting Securities to be delivered into your Share Plan Account and immediately selling all such Vested Securities covering the Option Cost (but not in the case of an SAYE Plan, where the Option Cost will be paid for using your Savings), Charges and, if applicable and deducted, Employee Tax and Sales Withholding from the proceeds of the sale of the Securities;

**"Sell Some Exercise"** means, if you are a participant in an SAYE Plan, exercising your Option in full or part using your Savings to fund the Option Cost, arranging for all resulting Securities to be delivered into your Share Plan Account and immediately selling such number of Vested Securities as you choose to be sold covering the Charges and, if applicable and deducted, Employee Tax and Sales Withholding from the proceeds of the sale of such Vested Securities;

**"Sell To Cover Election"** means electing to have your Securities delivered to your Share Plan Account upon Vesting of your Awards, selling enough of such Vested Securities to cover Charges and, if applicable and deducted, Employee Tax and Sales Withholding, and retaining the balance of such Vested Securities in your Share Plan Account;

**"Sell To Cover Exercise"** means, except if you are a participant in an SAYE Plan, exercising your Option in full or part (if partial exercise is permitted under the Share Plan Rules), arranging for all resulting Securities to be delivered into your Share Plan Account and selling enough of such Vested Securities to cover the Option Cost, Charges and, if applicable and deducted, Employee Tax and Sales Withholding and retaining the balance of such Vested Securities in your Share Plan Account;

**"SEPA Zone"** means the countries within the Single European Payments Area;

**"Share Plan"** means:

(a) a SIP Plan;

(b) an APSS Plan; and

(c) any share plan for which:

(i) money is received into the Share Plan Account to buy Securities; and/or

(ii) Securities are deposited into the Share Plan Account upon award, vesting, maturity, exercise or release, as appropriate, via the Share Plan Account and "Share Plans" means all of them;

**"Share Plan Account"** means the account which we open to hold your cash (through a bank described in Part C) and Securities or, in the case of a SIP Plan or

an APSS Plan, the account which we open to enable you to sell your SIP Securities or APSS Securities (as appropriate) under the Service;

“Share Plan Rules” means the other documents governing your participation in the Share Plan and your entitlements under it;

“**SIP Plan**” means a tax-advantaged all employee share plan which meets the requirements of Schedule 2 of ITEPA 2003 and under which shares are held by a trustee on your behalf;

“**SIP Security**” or “SIP Securities” means securities awarded under a SIP Plan held on your behalf by a trustee as set out in the Share Plan Rules;

“**Stamp duty**” means United Kingdom or Irish stamp duty or stamp duty reserve tax as applicable or other applicable stamp taxes in other jurisdictions;

“**Stock Exchange Trading Day**” means any day (excluding Saturday and Sunday) on which the exchange on which the Securities are listed and traded is open for business;

“**Stock Exchange Trading Hours**” means the hours within any day during which the exchange on which the Securities are listed and traded is open for normal business;

“**tax**” or “**taxation**” means any tax, social security contribution, duty or levy which may be levied on the purchase, sale, transfer or other disposition of securities or on dividends received on your Securities;

“**Tax Free Securities**” means SIP Securities which are not subject to UK Tax;

“**Taxable Amount**” means the value of SIP Securities which are subject to UK Tax;

“**UK Tax**” means any UK income tax and/or UK National Insurance contribution required to be withheld if your SIP Securities cease to be part of the SIP Plan;

“**us**”, “**we**”, “**our**” or “**Computershare**” means Computershare Investor Services PLC (Company No: 3498808) whose registered address is The Pavilions, Bridgwater Road, Bristol, BS13 8AE, Financial Services Register No. 188534, and/or the other Computershare companies determined by the provisions of Part G as applicable;

“**UK SAYE Plan**” means a save as you earn plan which is operated in the United Kingdom and which meets the requirements of Schedule 3 of ITEPA 2003;

“**User ID**” means the Account Number, Log-in, User ID or Shareholder Reference Number, as applicable, that has been provided to you by us to enable you to access the Service;

“**VAT**” means Value Added Tax as applicable in the United Kingdom under the Value Added Tax Act 1994 or as applicable in Ireland under the VAT Consolidated Act 2010 or the equivalent tax in other countries;

“**Vested Securities**” means the Securities held on your behalf in the Share Plan Account through the Service which include:

(a) in the case of a SIP Plan or an APSS Plan, the SIP Securities or APSS Securities (as applicable) that are transferred from the trust into the Share Plan Account to satisfy your instruction to sell such Securities; and

(b) in the case of a SIP Plan, any of your SIP Securities which are transferred into the Share Plan Account if you cease to be employed by the Company;

“**Vesting**” has the same meaning as in the Share Plan Rules; and

“**Wholesale Exchange Rate**” means a foreign currency exchange rate, determined by a bank instructed by us, based on the rate that is available in the market at the time, updated throughout the day, subject to (for example) the availability of currencies for online trading, the ability to buy and/or sell currencies and the bulk buying position if taking your instruction together with other instructions;

“you” means the person who is a participant in a SIP Plan or an APSS Plan, or the person holding the Option(s) or Award(s) pursuant to the Share Plan or Securities in the Share Plan Account.

Interpretation We have referred to some statutes, regulations or other rules. References to them include references to them as amended or replaced from time to time. Where we have referred to a time of day this means UK and Irish time, unless we say otherwise or as stated in the context of a Business Day or Stock Exchange Trading Day. Where we start a phrase with the words ‘including’ or ‘include’, the phrase is to be construed as illustrative only and does not limit the sense of the words preceding those terms.

## **Part A How the Service works**

### **2. Key documents governing your use of the Service**

2.1. We agree to provide you with the Service in accordance with:

- (a) the Share Plan Rules;
- (b) these terms and conditions;
- (c) any terms and conditions which govern your use of our website or, where available to you as stated in the Key Information section, your use of our mobile app;
- (d) the applicable Computershare privacy statement (which details how we collect and use personal data and is available on our website and, where available to you as stated in the Key Information section, our mobile app);
- (e) the Global Payment Service terms and conditions (as applicable before the Effective Date);
- (f) the CAKID where the Service is provided to you by CISIL;
- (g) the FSG, where the Service is provided to you by CPM AU; and
- (h) any other supplemental terms and conditions notified to you in writing.

2.2. Each of these is an important document which you should read and understand. If you do not understand anything in these documents please ask for further information. If there is any conflict between these terms and conditions and the Share Plan Rules, the Share Plan Rules will take precedence.

2.3. Before the Effective Date the money will be sent to the Global Payment Service Provider and they will send the money to you. You will need to agree to the Global Payment Service terms and conditions before using that service. After the Effective Date the money will be sent to your bank account and the Global Payment Service will not be used.

### **3. Using the Service**

3.1. You agree by participating in the Share Plan that (where relevant):

- (a) except where you are a participant in an APSS Plan or a SIP Plan and your securities are held in trust:
- i. a portion of your salary or funds otherwise made available may be sent to us by the member of the Company Group that you are employed by, to buy Securities on your behalf;
  - ii. once we have received that money in cleared funds in the Share Plan Account we will use the money to buy Securities and hold them for you;
  - iii. when buying Securities for you, CIS UK or CISIL as applicable will where necessary first convert your local currency into the same currency the Securities are bought in;
- (b) if you are a participant in a SIP Plan or a UK SAYE Plan and you instruct us to sell SIP Securities or SAYE Securities (as appropriate) that are denominated in a currency other than sterling, we will first convert the proceeds into sterling in accordance with paragraphs 14.1 to 14.4 (inclusive);
- (c) if you are a participant in an APSS Plan or an Irish SAYE Plan and you instruct us to sell APSS Securities or SAYE Securities (as appropriate) that are denominated in a currency other than euros, we will first convert the proceeds into euros in accordance with paragraphs 14.1 to 14.4 (inclusive);
- (d) where it is specified in the Key Information section, we will also charge you a purchase commission or fee which we will deduct from the money sent to us before we buy Securities for you;
- (e) we may make deductions for any taxes or charges payable by us or the Company on the purchase of Securities on your behalf from the money sent to us before we buy Securities for you;
- (f) we will round deductions up to the nearest penny or unit of equivalent value if we buy Securities in a different currency;
- (g) we will not pay any interest on money in the Share Plan Account (you specifically consent to this);
- (h) except for SIP Securities and APSS Securities which are held in trust, resulting Securities will be deposited into the Share Plan Account upon their award, vesting, maturity, exercise or release as the case may be; and
- (i) in certain instances, described in more detail in these terms and conditions, money due to you may be paid to the Company Group for them to pass on to you (subject to any applicable deductions).

### 3.2. You confirm to us that:

- (a) you are or were employed by a company within the Company Group and that you own your Securities (which, in the case of SIP Securities and APSS Securities, are held by a trustee) through your participation in a Share Plan;
- (b) you are 18 years old or older;

- (c) you alone are entitled to your Securities and no one else has any other rights over them; and
- (d) you will obey the law applicable to your use of the Service as well as the Share Plan Rules and any other restrictions imposed on you by the Company.

3.3. We may ask you for proof that you have the right to use the Service. You agree and consent that we may not accept your instruction if:

- (a) you have not provided us with a User ID satisfactory to us;
- (b) you have not correctly filled out documents we have asked for;
- (c) we do not have all the documents and information we need to carry out your instructions;
- (d) you do not quote your User ID on any correspondence you send us;
- (e) we think we need to obtain further information from you or to comply with any legal requirements (for example: obtaining evidence of source of funds in the event of a Self Fund Exercise or evidence of identity to comply with transaction reporting or anti-money laundering regulations);
- (f) your instruction is illegible or incorrectly completed; or
- (g) we need to investigate any other issues we may have with your instruction.

We will notify you in writing as soon as possible if we decide not to accept an instruction from you. By agreeing to use this Service, you give us permission to check your identity using electronic identity checking services where necessary.

3.4. If you are resident in the European Economic Area, you agree and confirm that after 31 December 2020 and before the Effective Date you are expressly instructing CIS UK of your own exclusive initiative to provide you with all elements of the Service as described in these terms and conditions even if such elements of the Service occur automatically.

3.5. We will only accept instructions given by you online via our website or, where available to you as stated in the Key Information section, our mobile app, using any of the security details we sent you (including User ID and password), or given by someone who is legally able to give instructions on your behalf (please note we may require proof of this authority). We will not accept instructions by fax or on photocopied forms. We will only accept dealing instructions by telephone where this is a feature of the Service as described in the Key Information section.

3.6. We will assume that any communication which comes from you is from you especially where it contains any of the security details we sent you (including User ID or password or any other unique identifier that we provide to you) to identify you with your Share Plan. Therefore please keep these security details safe to protect yourself against fraud.

3.7. You must tell us immediately if you believe anyone else is claiming an interest in your Securities or that they may try to stop you from transferring them.

3.8. With the exception of monies held in trust in relation to SIP Plans and APSS Plans and Savings held in the Savings Account in relation to SAYE Plans, then



subject to the Sales proceeds and payment methods section (paragraph 15), any money may be returned (including sales proceeds or funds received for purchase of Securities) (without interest) either to you or to the member of the Company Group you are or were employed by so that they may pay the money on to you, or if necessary to the administrator or executor of your estate, your trustee in bankruptcy (if you become bankrupt) or your attorney (if you become mentally incapacitated) (after we have deducted any stamp duty or other taxes and charges in accordance with paragraph 19.3) if:

- (a) for any reason you stop participating in the Share Plan;
- (b) you exercise your cancellation or withdrawal rights as set out in the Ending the Service' section in Part E;
- (c) we notify you that we or the Nominee are no longer able or prepared to hold Vested Securities on your behalf and they should be transferred into your name (see paragraph 9 below);
- (d) we are notified of your death, bankruptcy or mental incapacity; or
- (e) required or otherwise permitted by the Share Plan Rules.

3.9. Where money is sent to the member of the Company Group that employs you or you were employed by please note we do not owe you any duties or obligations in respect of such money from the moment the money leaves our account. Where CIS UK or CISIL provides you with the Service and they send the money to the member of the Company Group that employs you or you were employed by, CIS UK or CISIL will no longer, from the moment the money leaves the account, be obliged to treat the money as client money. The money will therefore no longer be held in a client money bank account in line with the FCA Rules or the Client Asset Regulations and the MiFID II Regulations, as applicable. No member of the Computershare Group will be responsible for ensuring that any money repayable to you in accordance with this paragraph are repaid without any cost or foreign exchange risk to you.

3.10. If you have any doubt about whether an instruction related to your Securities has been received or carried out you should contact us immediately.

3.11. You irrevocably and unconditionally appoint us to act as your agent to carry out your instructions or otherwise provide the Service under these terms and conditions. We will then carry out your instructions as your agent, which means that we will have your authority to sign, complete and deliver any transfer form or other document, or do anything else which we think is necessary to carry out your instructions or otherwise provide the Service to you. When you instruct us as your agent, to sell or transfer your Securities, or to exercise an Option, or to liaise with the Company to make a Cash Payment, you confirm to us that you are entitled to do so and that no one else has any rights over your Securities or Cash Payment.

## **4. Nominee arrangements**

4.1. We may arrange for a Nominee to hold your Vested Securities for you. The Nominee may be a member of the Computershare Group or we may appoint a third party. If we appoint a third party your Vested Securities will be held at your risk on such terms and conditions as such third party may require. However, if CIS UK

provides you with the Share Plan Account then your Vested Securities will benefit from protection of the FCA Rules. If CISIL provides you with the Share Plan Account then your Vested Securities will benefit from protection of the Client Asset Regulations and the MiFID II Regulations. We will exercise reasonable care in the selection of any third party to be our Nominee. You agree that we will be entitled to grant any third party liens and/or other security interests or rights over the Vested Securities to enable the recovery of liabilities and charges which have arisen as a result of their providing the safe custody of the Vested Securities, to the extent permitted by law. The Nominee will be the legal owner of the Vested Securities, bound by the memorandum and articles of association of the Company (or equivalent constitutional documents). You remain the beneficial owner of the Vested Securities.

4.2. We or our Nominee will hold your Vested Securities in uncertificated form. Nothing in these terms is intended to vary in any way any of the rights or duties we or any Nominee has as legal owner in relation to the Company, as set out in the Company constitutional documents including memorandum and articles of association.

4.3. You agree that you alone have all interests and rights in the Vested Securities and that you will not pledge or charge the Vested Securities to any third party. Therefore you must not give any other person rights over your Vested Securities, or give them any benefits or rights under these terms. We will not recognise any duty or responsibility to any third party. We will only recognise our responsibilities to you under these terms and conditions.

## **Paragraphs 5 to 9 below describe:**

- (a) how to exercise an Option either by selling resulting Securities to fund Option Cost and Employee Tax or funding them yourself (using your Savings if you are a participant in a SAYE Plan);
- (b) how to make an advance election to deal with Securities resulting from the Vesting of Awards;
- (c) how to instruct us to sell or transfer your SIP Securities or APSS Securities that are held by a trustee; and
- (d) how to instruct us to handle other transactions, including the sale of any balance of Securities held in your Share Plan Account.

## **5. Exercising your Options and, if applicable, immediate Sale of resulting Vested Securities**

5.1. Subject to the information set out in the Key Information section and depending upon the features of the Services available to you as set out on the website or where available to you as stated in the Key Information section, on our mobile app, you may instruct us to:

- (a) effect a Sell All Exercise (see paragraph 5.2 or paragraph 5.3 below for more detail);
- (b) effect a Sell To Cover Exercise (see paragraph 5.2 below for more detail);
- (c) effect a Sell Some Exercise if you are a participant in an SAYE Plan (see paragraph 5.3 below for more detail) or
- (d) effect a Self Fund Exercise (see paragraph 5.4 or paragraph 5.5 below for more detail).

Your instruction can be either explicit or as a deemed instruction on the basis of a certain event happening in accordance with these terms and conditions or the Share Plan Rules. You can instruct us via our website or, where available to you as stated in the Key Information section, via our mobile app or by telephone.

5.2. This paragraph does not apply if you are a participant in an SAYE Plan. Please refer to paragraph 5.3 instead. If you instruct us to carry out either a Sell All Exercise or a Sell to Cover Exercise and we accept such instruction to sell, we will arrange the sale of the appropriate number of such Vested Securities, deduct the Option Cost, Charges and, if applicable and deducted, Employee Tax and Sales Withholding from the sale proceeds and send you the residual sale proceeds. Before the Effective Date these proceeds will be sent using the Global Payment Service. After the Effective Date these proceeds will be sent to your bank account. Please note that when we effect a Sell To Cover Exercise on your behalf we will make our best estimate as to the amount of the Option Cost, the Charges and, if applicable and deducted, Employee Tax and Sales Withholding. We will calculate the number of such Vested Securities that will need to be sold to cover such sum and reserve the right to increase this number by not more than 2% in order to reduce the risk of insufficient funds being realised.

5.3. This paragraph only applies if you are a participant in an SAYE Plan. If you have an Option in any other type of Share Plan, please refer to paragraph 5.2 instead. If you instruct us to effect either a Sell All Exercise or a Sell Some Exercise and we accept such instruction to sell, then following payment of the Option Cost using your Savings, we will arrange the sale of the appropriate number of such Vested Securities, deduct Charges and, if applicable and deducted, Employee Tax and Sales Withholding from the sale proceeds and send you the residual sale proceeds. Before the Effective Date these proceeds will be sent using the Global Payment Service. After the Effective Date these proceeds will be sent to your bank account. Where you ask us to effect a Sell Some Exercise you must instruct us to sell enough to raise sufficient sale proceeds to cover any Charges and, if applicable and deducted, Employee Tax and Sales Withholding.

5.4. This paragraph does not apply if you are a participant in an SAYE Plan. Please refer to paragraph 5.5 instead. If you instruct us to effect a Self Fund Exercise, you must settle the Option Cost and, if applicable and deducted, Employee Tax in cleared funds, in accordance with the procedure and payment method we will tell you about and that you will need to use, before the exercise of your Option will be effected. We will notify you of the amount of funds that you will need to send in respect of the Option Cost and the date by which such funds must be received by us or the Company. We will confirm to you the exercise details which will include type of

Security, grant date, Option Price, Option Cost and the bank account details into which payment must be made. You can also find details of the Option Price on our website or, where available to you as stated in the Key Information section, on our mobile app. Any liability to pay Employee Tax will be calculated by the Company or the Appointed Tax Agent upon receipt of your instruction and we will notify you of the amount of funds that you will need to send to cover this liability and by when such funds must be received by us or the Company.

5.5. This paragraph only applies if you are a participant in an SAYE Plan. If you have an Option in any other type of Share Plan, please refer to paragraph 5.4 instead. If you instruct us to effect a Self Fund Exercise, you must settle the Option Cost using your Savings. Any liability to pay Employee Tax will be calculated by the Company or the Appointed Tax Agent upon receipt of your instruction and we will notify you of the amount of funds that you will need to send to cover this liability and by when such funds must be received by us or the Company.

5.6. Any Vested Securities that are not sold immediately following, and resulting from, the exercise of your Option will continue to be held in the Share Plan Account.

5.7. If you are a participant in an SAYE Plan, then any money remaining in your Savings Account after payment of the Option Cost will be dealt with in accordance with the terms which govern your Savings Account with the Savings Carrier.

5.8. If you are a participant in an SAYE Plan or an International SAYE Plan and postal dealing is a feature of the Service available to you as set out in the Key Information section, then in addition to the online method you may instruct us to exercise your Option using a Sell All Exercise, a Sell Some Exercise or a Self Fund Exercise (depending on the features of your Service) by posting a completed Form of Direction to the address shown on the Form of Direction.

## **Cash payments**

5.9. If you instruct us to exercise your Option in full or part and you are entitled to receive a Cash Payment instead of Securities we will relay your instruction to the Company so that it may remit a Cash Payment to you.

## **6. Submission of Advance Elections and immediate Sale of Vested Securities resulting from Vesting of your Awards**

6.1. Subject to the information set out in the Key Information section and depending upon the features of the Service available to you as set out on the website or, where available to you as stated in the Key Information section, on our mobile app, you may instruct us to make your advance election to:

- (a) effect a Sell All Election (see paragraph 6.2 for more details); or
- (b) effect a Sell to Cover Election (see paragraph 6.3 for more details).

Your instruction can be either explicit or as a deemed instruction on the basis of a certain event happening in accordance with these terms and conditions or the Share Plan Rules. You can instruct us via our website or, depending on the features of the Service available to you as set out in the Key Information section, via our mobile app or by telephone.

6.2. If you instruct us to carry out a Sell All Election and we accept such instruction to sell, we will arrange the sale of such Vested Securities, deduct the Charges and, if applicable and deducted, Employee Tax and Sales Withholding from the sale proceeds and send you the residual sale proceeds. Before the Effective Date these proceeds will be sent to you using the Global Payment Service. After the Effective Date these proceeds will be sent to your bank account.

6.3. If you instruct us to carry out a Sell to Cover Election and we accept such instruction to sell, we will arrange the sale of the appropriate number of such Vested Securities, deduct the Charges and, if applicable and deducted, Employee Tax and Sales Withholding from the sale proceeds and send any residual sale proceeds in accordance with paragraph 6.5 below.

6.4. When we effect a Sell to Cover Election on your behalf we will make our best estimate as to the amount of the Charges and, if applicable and deducted, Employee Tax and Sales Withholding. We will calculate the number of such Vested Securities that will need to be sold to cover such sum and we may increase this number by no more than 2% in order to reduce the risk of insufficient funds being realised.

6.5. Any residual sale proceeds realised from effecting a Sell to Cover Election will be sent to you or to the member of the Company Group which you are (or were) employed by so that it may pay such money to you. If the proceeds are sent to you, then before the Effective Date these proceeds will be sent using the Global Payment Service. After the Effective Date these proceeds will be sent to your bank account. If the proceeds are sent to the Company, we do not owe you any duties or obligations in relation to such money from the moment it leaves our account (and where it is CIS UK providing you with the Service, any obligation to treat the money as client money in line with the FCA Rules and where it is CISIL providing you with the Service, any obligation to treat the money as client money in line with the Client Asset Regulations and the MiFID II Regulations). No member of the Computershare Group will be responsible for ensuring that any money repayable to you in accordance with this paragraph are repaid without any cost or foreign exchange risk to you.

6.6. Any Vested Securities that are not sold immediately following, and resulting from, the Vesting of your Awards will continue to be held in your Share Plan Account.

## **Cash payments**

6.7. If you are entitled to receive a Cash Payment instead of Securities upon vesting of an Award under the Share Plan Rules we will liaise with the Company so that it may remit a Cash Payment to you.

## **7. Selling or transferring SIP Securities or APSS Securities whilst you are employed by the Company**

This paragraph 7 only applies to SIP Securities and APSS Securities.

7.1. You may instruct us either to sell or transfer your SIP Securities or APSS Securities in accordance with paragraphs 7.2, 7.5 and 18.27 below. Your instruction can be either explicit or as a deemed instruction on the basis of a certain event happening in accordance with these terms and conditions or the Share Plan Rules.

7.2. You may instruct us via our website or, where available to you as stated in the Key Information section and supported as a feature, via our mobile app to sell all or some of your Tax Free Securities or Available SIP Securities or APSS Securities. If postal dealing is a feature of the Service available to you as set out in the Key Information section, then in addition to the online method you may instruct us by posting to us a completed Form of Direction. If you instruct us to sell some of your Tax Free Securities, Available SIP Securities or APSS Securities they will be sold on a first in, first out basis (otherwise known as FIFO). If you are a participant in a SIP Plan and you are employed by the Company, we will sell your Tax Free Securities first and then your remaining Available SIP Securities, both on a FIFO basis. You are responsible for assessing your own tax position at all times.

7.3. Where you instruct us to sell some of your SIP Securities or APSS Securities your remaining SIP Securities or APSS Securities will continue to be held in the trust used to hold SIP Securities or APSS Securities for the purposes of your SIP Plan or APSS Plan (as applicable).

7.4. Where you ask us to sell any of your SIP Securities or APSS Securities you must instruct us to sell enough to raise sufficient sale proceeds to cover any Charges and, if applicable, Employee Tax or Sales Withholding.

7.5. You may instruct us via our website or, where available to you as stated in the Key Information section and supported as a feature, via our mobile app to transfer all or some of your Tax Free Securities or APSS Securities. If postal dealing is a feature of the Service available to you as set out in the Key Information section, then in addition to the online method you may instruct us by posting to us a completed Form of Direction. You will only be able to transfer your Tax Free Securities or APSS Securities into your own name or, where that is not legally possible, to a third party brokerage account in your name that is legally and practically capable of having your Tax Free Securities or APSS Securities transferred into it.

7.6. If postal dealing is a feature of the Service available to you as set out in the Key Information section, you must include the unique transfer number that we give to you on the Form of Direction to validate your instruction to transfer your Tax Free Securities.

7.7. If you are a participant in an APSS Plan then once we have received your transfer instruction we will inform you of any Irish Income Tax liability which you will need to pay before we can transfer your APSS Securities.

7.8. Where a transfer fee is payable or any Irish Income Tax is due, we must receive sufficient cleared funds from you to cover the transfer fee and/or any Irish Income Tax due before we carry out the transfer. If we don't receive your transfer fee and/or Irish Income Tax (as applicable) then we may reject your instruction to transfer your Tax Free Securities or APSS Securities.

7.9. If we have received any applicable payment from you we may still subsequently reject your transfer instruction for any of the reasons set out in paragraph 3.3 of these terms and conditions. If we do, we will let you know the reasons why, and what steps you will need to take in order for us to transfer your Tax Free Securities or APSS Securities. If you do not carry out those steps within the timeframe we set, then we may reject your instruction and your payment may be refunded.

7.10. If you instruct us to transfer your Tax Free Securities or APSS Securities we will, depending on the features of the Service available to you as set out in the Key Information section, either:

- (a) ask the Company's registrar or transfer agent to send you a share certificate in your name in respect of the Tax Free Securities and APSS Securities transferred to you to your address as it appears on our records;
- (b) transfer the Tax Free Securities or APSS Securities to you to hold via the electronic means described in the Key Information section;
- (c) transfer the Tax Free Securities into the Share Plan Account, to be held by us on your behalf as Vested Securities, subject to these terms and conditions; or
- (d) transfer your Tax Free Securities or APSS Securities to a third party brokerage or nominee account in your name.

in each case, in accordance with your instructions. If you instruct us to transfer all your Tax Free Securities or APSS Securities into your own name or are deemed to have done so, you will need to provide instructions via our website or, where available to you as stated in the Key Information section and supported as a feature, via our mobile app to sell any fraction of a Security we hold for you (see also paragraph 19.27).

## **8. Selling or transferring SIP Securities or APSS securities when you are no longer employed by the Company**

This paragraph 8 only applies to SIP Securities. If you are a participant in an APSS Plan and are no longer employed by the Company, the options available to you for the sale or transfer of your APSS Securities are the same as those available to you whilst you are still employed by the Company. Please refer to paragraph 7 above.

8.1. Where you are no longer employed by the Company, we will notify you of the date by which your SIP Securities must be removed from the trust and the options that are available to you in order to do so. We will also notify you of what will happen if you do not take any action before the deadline.

8.2. You may instruct us either to sell or transfer all of your SIP Securities in accordance with paragraphs 8.3 and 19.27 below. Your instruction can be either

explicit or as a deemed instruction on the basis of a certain event happening in accordance with these terms and conditions or the Share Plan Rules.

8.3. Depending on the reasons why you are no longer employed by the Company, you may instruct us to:

- (a) sell all of your SIP Securities;
- (b) sell enough SIP Securities to cover UK Tax, Sales Withholding and Charges whilst transferring the remainder of your SIP Securities to you; or
- (c) transfer all of your SIP Securities.

You may instruct us via our website or, where available to you as stated in the Key Information section and supported as a feature, via our mobile app. If postal dealing is a feature of the Service available to you as set out in the Key Information section, then in addition to the online method you may instruct us by posting to us a completed Form of Direction.

8.4. If you instruct us to sell all of your SIP Securities, your net sale proceeds will be sent to you after deduction of any UK Tax, Sales Withholding and Charges. We will arrange for any UK Tax liability to be sent to the payroll of the Company that employed you to be remitted to HM Revenue and Customs on your behalf.

8.5. If you instruct us to sell enough SIP Securities to cover UK Tax and Charges whilst transferring the remainder of your SIP Securities to you, they will be sold on a first in, first out basis (otherwise known as FIFO). You are responsible for assessing your own tax position at all times.

8.6. Where we sell enough SIP Securities to cover UK Tax, Sales Withholding and Charges before transferring the remainder of your SIP Securities to you, we will make our best estimate of the amount of UK Tax, Sales Withholding and Charges and will calculate the number of your SIP Securities that we will need to sell to cover these sums, but we reserve the right to increase this number (by no more than 2%) to make sure we raise enough funds.

8.7. If postal dealing is a feature of the Service available to you as set out in the Key Information section, you must include the unique transfer number that we give to you on the Form of Direction to validate your instruction to transfer your SIP Securities.

8.8. If you instruct us to transfer all of your SIP Securities and there is a liability for UK Tax, we will sell enough SIP Securities to cover UK Tax, Sales Withholding and Charges before transferring the remainder of your SIP Securities to you. We will make our best estimate of the amount of UK Tax and Charges and will calculate the number of your SIP Securities that we will need to sell to cover these sums, but we reserve the right to increase this number (by no more than 2%) to make sure we raise enough funds.

8.9. Where a transfer fee is payable, we must receive sufficient cleared funds from you to cover the transfer fee before we carry out the transfer. If we don't receive your transfer fee then we may reject your instruction to transfer your SIP Securities.



8.10. If we have received any applicable payment from you we may still subsequently reject your transfer instruction for any of the reasons set out in paragraph 3.3 of these terms and conditions. If we do, we will let you know the reasons why, and what steps you will need to take in order for us to transfer your Tax Free Securities. If you do not carry out those steps within the timeframe we set, then we may reject your instruction and your payment may be refunded.

8.11. If you instruct us to transfer all of your SIP Securities (or the remaining balance of SIP Securities after the payment of any UK Tax, Sales Withholding and Charges) into your own name, we will, depending on the features of the Service available to you as set out in the Key Information section:

- (a) ask the Company's registrar or transfer agent to send you a share certificate in your name in respect of the SIP Securities transferred to you to your address as it appears on our records;
- (b) transfer the SIP Securities to you to hold via the electronic means described in the Key Information section;
- (c) transfer the SIP Securities into the Share Plan Account, to be held by us on your behalf as Vested Securities, subject to these terms and conditions; or
- (d) transfer your SIP Securities to a third party brokerage or nominee account in your name, if you instruct us to do so.

8.12. If we sell any of your SIP Securities in accordance with the Share Plan Rules as a consequence of a change in your employment status but you have not provided bank account details we may send such proceeds to your previous employer so that it may pay such money to you. Where we do so we do not owe you any duties or obligations in relation to such money from the moment it leaves our account (including, where it is CIS UK providing you with the Service, any obligation to treat the money as client money in line with the FCA Rules or where CISIL is providing you with the Service, any obligation to treat the money as client money in line with the Client Assets Regulations). No member of the Computershare Group will be responsible for ensuring that any money repayable to you in accordance with this paragraph is repaid without any cost or foreign exchange risk to you.

## **9. Selling or transferring your Vested Securities in any other circumstance**

9.1. In all circumstances other than those outlined in paragraphs 5, 6, 7 or 8, you may instruct us either to sell or transfer your Vested Securities in accordance with paragraphs 9.2 and 19.27 below. Your instruction can be either explicit or as a deemed instruction on the basis of a certain event happening in accordance with these terms and conditions or the Share Plan Rules.

9.2. You may instruct us via our website or, where available to you as stated in the Key Information section and supported as a feature, via our mobile app to sell or transfer all or some of your Vested Securities. If you instruct us to sell some of your Vested Securities you may do so on the basis of the following sort orders:

- (a) first in, first out (otherwise known as FIFO); or

(b) selecting specific Vested Securities (otherwise known as Specific Lot).

You are responsible for assessing your own tax position at all times.

9.3. Depending on the features of the Service available to you as set out in the Key Information section, you may be able to instruct us to sell some or all of your Vested Securities by telephone. Where you use the telephone service we will only sell your Vested Securities on a “first in, first out” basis.

9.4. In the absence of a valid instruction to the contrary in accordance with these terms and conditions or the Share Plan Rules, we will process your requested sale or transfer on a “first in, first out” basis to the extent possible.

9.5. In any event, where you do ask us to sell any of your Vested Securities you must instruct us to sell enough to raise sufficient sale proceeds to cover any Charges and, if applicable, Sales Withholding.

9.6. If we sell all of your Vested Securities in accordance with the Share Plan Rules as a consequence of a change in your employment status but you have not provided bank account details we may send such proceeds to your previous employer (in the same currency as the Securities are sold in) so that it may pay such money to you. Where we do so we do not owe you any duties or obligations in relation to such money from the moment it leaves our account (including, where it is CIS UK providing you with the Service, any obligation to treat the money as client money in line with the FCA Rules and where it is CISIL providing you with the Service, any obligation to treat the money as client money in line with the Client Asset Regulations and the MiFID II Regulations). No member of the Computershare Group will be responsible for ensuring that any money repayable to you in accordance with this paragraph is repaid without any cost or foreign exchange risk to you.

9.7. If we have received and accepted a transfer instruction from you but we are not in receipt of cleared funds to cover any transfer fee payable, we may cancel your instruction to transfer your Vested Securities.

9.8. If we have received any applicable payment from you we may still subsequently reject your transfer instruction for any of the reasons set out in paragraph 3.3 of these terms and conditions. If we do, we will let you know the reasons why, and what steps you will need to take in order for us to transfer your Securities. If you do not carry out those steps within the timeframe we set, then we may reject your instruction and your payment may be refunded.

9.9. You will only be able to transfer your Vested Securities into your own name or, where that is not legally possible, to a third party brokerage account in your name that is legally and practically capable of having your Vested Securities transferred into it.

9.10. If you instruct us to transfer your Vested Securities we will, depending on the features of the Service available to you as set out in the Key Information section, either:

- (a) ask the Company's registrar or transfer agent to send you a share certificate in your name in respect of the Vested Securities transferred to you to your address as it appears on our records; or
- (b) transfer the full amount of resulting Vested Securities to you to hold via the electronic means described in the Key Information section

in each case, in accordance with your instructions. If you instruct us to transfer all your Vested Securities into your own name or are deemed to have done so, you will need to provide instructions via our website or, where available to you as stated in the Key Information section and supported as a feature, via our mobile app to sell any fraction of a Security we hold for you (see also paragraph 19.27).

9.11. Following a sale or a transfer we will then no longer hold the Vested Securities in question for you and these terms and conditions will no longer apply to those Securities. If you sell or transfer some of your Vested Securities we will assume you wish to continue to hold the remaining Vested Securities in the Share Plan Account unless you tell us otherwise.

## 10. Limit and market orders

10.1. You may tell us the minimum price (limit price) at which you want us to sell your Securities. This is known as a "limit order". You will be required to select the date upon which you would like the limit order to expire if the limit price is not reached. The dates available for selection by you will depend on the maximum number of days permissible for limit orders by the relevant stock exchange upon which your Securities are traded. A limit order can only apply in respect of a whole number of Securities e.g. if you have 10.5 Securities it can only apply for 10 rather than 10.5. If you do not place a limit order we will just sell your Securities on the market. This is known as a "market order". Please note, where:

- (a) CIS UK is providing you with the Service your Vested Securities will be sold at the best price reasonably available in the market at the time your order is executed;
- (b) CISIL is providing you with the Service your Vested Securities will be sold [at the best price reasonably available in the market at the time your order is executed]; and
- (c) CPM AU or CTCNA is providing you with the Service your Vested Securities will be sold at the then current market price available at the time your order is executed.

10.2. If you place a limit order we will and you expressly instruct us to try to sell your Securities by the date that you have selected. If the limit price is not reached within this period your limit order will be cancelled automatically. If this happens we will let you know by email.

10.3. If the limit price is not reached when a "Close Period" begins you must cancel your limit order instruction via our website or, where available to you as stated in the Key Information section, our mobile app (a Close Period is the period during which you may be restricted from trading under the Company's share dealing policy or under applicable law). You may then re-submit your instruction after the Close Period has ended. We reserve the right to cancel your limit order if you have not done so yourself by the time a Close Period begins.

10.4. If you wish to change your limit order, you must first cancel the initial limit order and then submit a new one.

10.5. If we are notified that your Option has lapsed then any unexecuted limit order you have placed will be cancelled and your Option exercise will not be processed.

10.6. If postal trading is a feature of the Service available to you as set out in the Key Information section, you will not be able to submit a limit order using this method of trading.

10.7. If you are a member of an SAYE Plan or an International SAYE, you will not be able to place a limit order as part of a Sell Some Exercise, a Sell All Exercise or a Sell to Cover Exercise.

10.8. You will not be able to place a new limit order in respect of any SIP Securities if you are no longer employed by the Company. If we are notified that you are no longer employed by the Company then any existing limit order you have placed will be cancelled if not executed by the date that we notify to you as being the deadline for removing your SIP Securities from the trust.

10.9. If we receive a large number of limit orders at the same price or your limit order is for a large number of Securities, we may not be able to carry out your order before the price of the Security falls below the limit price. We will carry out sales instructions for the same limit price in order of receipt.

10.10. By placing a limit order with us you are thereby expressly instructing us not to make the order, or any unexecuted part of the order, public to other market participants.

10.11. We reserve the right to cancel a limit order that has not yet been executed if certain events including a corporate action occur or there is a material change to the market value of the Securities. We will inform you if we do this.

## **11. Employee tax**

11.1. Where an Appointed Tax Agent calculates the Employee Tax liability, the member of the Company Group you are or were employed by may withhold the Employee Tax levied in relevant jurisdiction(s) in respect of your Options or your Awards, on the basis described in this paragraph 11 . This is equally applicable where you are entitled to a Cash Payment instead of Securities. We understand the Appointed Tax Agent will use your location history and nationality to calculate your Employee Tax liability and the reporting requirements of the member of the Company Group that you are or were employed by. The Appointed Tax Agent shall calculate your Employee Tax on behalf of the member of the Company Group that you are or were employed by. Any Employee Tax liability will be worked out by reference to a price per Security, which will be determined by the Appointed Tax Agent.

11.2. Where applicable, if you instruct us to carry out a Sell All Exercise or Sell All Election and the Appointed Tax Agent performs a personalised calculation to work out your Employee Tax liability, then payment may be delayed. This delay in payment to you after the Effective Date or to the Global Payment Service Provider before the Effective Date (as applicable) is due to the time taken by the Appointed Tax Agent to confirm the Employee Tax liability. We understand, depending on the relationship between the member of the Company Group that you are or were employed by and their Appointed Tax Agent that this could take up to 10 Business Days, following receipt of your instruction or the date when your Awards Vest.

11.3. Where applicable, if you instruct us to carry out a Sell To Cover Exercise or a Sell To Cover Election the Appointed Tax Agent may perform a personalised calculation to work out your Employee Tax liability. If so, this may delay the exercise of your Option if applicable and the sale of your Vested Securities until the Employee Tax liability has been confirmed by the Appointed Tax Agent. We understand, depending on the relationship between the member of the Company Group that you were or are employed by and their Appointed Tax Agent that this could take up to 5 Business Days following receipt of your instruction or the date when your Awards Vest.

11.4. Where your Employee Tax is not calculated by an Appointed Tax Agent it may be calculated by the Company. This is equally applicable where you are entitled to a Cash Payment rather than Securities. In any event whether or not the Appointed Tax Agent or the Company calculates the amount of Employee Tax the Company will always remain responsible for the calculation. For more information on Employee Tax contact the member of the Company Group that you are or were employed by or (where available) refer to the FAQs on our website and, where available to you as stated in the Key Information section, our mobile app.

11.5. Where applicable, if you instruct us to exercise your Option in full or in part and you are entitled to receive a Cash Payment instead of Securities or are entitled to receive a Cash Payment upon vesting of an Award and the Appointed Tax Agent performs a personalised calculation to work out your Employee Tax liability, then payment by the Company may be delayed. This delay in payment to you is due to the time taken by the Appointed Tax Agent to confirm the Employee Tax liability. We understand, depending on the relationship between the member of the Company Group that you are or were employed by and their Appointed Tax Agent that this could take up to 10 Business Days, following receipt of your instruction or the date when your Awards Vest.

## **12. How and when we will carry out your instructions**

12.1. Where you have sent us an advance election under the, Submission of Advance Elections and immediate Sale of Vested Securities resulting from Vesting of your Awards section, within this Part A or where you submit an instruction in accordance with paragraph 19.27, then provided we have received your instruction before the cut-off date and time (as notified to you) we will try to process your instruction on the date your Award vests or the date your instruction to sell in accordance with paragraph 19.27 is submitted. If you do not submit an advance

election, or we do not receive it by the cut-off date and time we will follow the course of action in the Share Plan Rules and/or relevant plans communications. If you submit an advance election you may cancel it on our website or, where available to you as stated in the Key Information section, on our mobile app provided you do so before the cut-off date and time (as notified to you). You may then submit a new advance election on our website or, where available to you as stated in the Key Information section, on our mobile app. You may not cancel or amend any instruction after the cut-off date and time (as notified to you).

12.2. Unless you are using the Bulk Selling Option or you are a participant in an SAYE Plan or an International SAYE Plan, if batched trading or postal trading is a feature of the Service available to you as set out in the Key Information section, then where we receive your instructions to sell your Securities before 11:00am (UK time) on a Business Day we will aim to instruct the Broker to sell your Securities on the current Stock Exchange Trading Day, failing which we will aim to do so on the next Stock Exchange Trading Day. Where we receive your instructions after 11:00am (UK time) we will treat your instructions as having arrived at the start of the next Business Day.

12.3. If you are using the Bulk Selling Option to sell your APSS Securities, then provided your instructions are received on a completed Form of Direction before 12:00 noon UK time on a Bulk Selling Option Day, we will where practicable, aim to instruct the Broker to process your instruction on the current Stock Exchange Trading Day failing which we will aim to do so on the next available Stock Exchange Trading Day. Instructions which are received after 12:00 noon UK time on a Bulk Selling Option Day will be processed on the next available Bulk Selling Option Day.

12.4. If you are a participant in an SAYE Plan or an International SAYE Plan, then the final processing date and corresponding cut-off time for receipt of your valid instruction will be set out in the Notification. If you have missed any contributions into your Savings Account, you may still be able to exercise your Option after the final cut-off time set out in the Notification and you should contact us for further information. If we accept an instruction in these circumstances we will carry it out in line with the dealing timescales set out in the Notification.

12.5. If you are a participant in a SIP Plan and you are no longer employed by the Company, then any instructions received by us after 11:00am (UK time) on the deadline date that we have notified to you in accordance with paragraph 8.1 will not be accepted. Subject to the reason for you leaving the Company, we will either sell all of your SIP Securities, transfer all of your SIP Securities to you or sell enough SIP Securities to cover UK Tax, Sales Withholding and Charges whilst transferring the remainder of your SIP Securities to you, in each case, in accordance with the Share Plan Rules.

12.6. If the Key Information section states that a discounted service is available to you to sell your APSS Securities on the Release Date then, provided we receive your instruction by the date indicated on the Form of Direction, we will, where practical, aim to instruct the Broker to process your instruction on the Release Date provided it is a Stock Exchange Trading Day, failing which we will aim to do so on the next available Stock Exchange Trading Day.

12.7. If postal trading is a feature of the Service available to you as set out in the Key Information section, you may not cancel or amend any instruction to sell your Securities once we have received it.

12.8. If batched trading is a feature of your service and you wish to cancel any online instruction to sell SIP Securities, SAYE Securities or International SAYE Securities you must submit to us an online instruction via our website before the relevant cut-off dates notified to you. After you have cancelled your instruction you may submit a new instruction on our website.

12.9. For all other sale instructions, if we receive your instruction to sell your Securities during Stock Exchange Trading Hours we will aim to instruct the Broker to sell your Securities on that Stock Exchange Trading Day, subject to any limit order. We will let you know via our website if you will receive a Cash Payment when exercising your Option in full or in part instead of receiving Securities. If you are then entitled to a Cash Payment, we will aim to liaise with the Company on that Stock Exchange Trading Day to help them send a Cash Payment to you (subject to any delay arising due to calculation of Employee Tax as described in paragraph 11 above). Where we receive your instruction after Stock Exchange Trading Hours have ended, we shall treat that instruction as having arrived at the opening of Stock Exchange Trading Hours on the next Stock Exchange Trading Day. You may not cancel or amend any market order instructions to sell Securities received by us during Stock Exchange Trading Hours, but you may cancel or amend any market order instructions to sell Securities received by us outside of Stock Exchange Trading Hours by completing and submitting an online instruction to us via our website or, where available to you as stated in the Key Information section, via our mobile app, provided that you do so prior to opening of Stock Exchange Trading Hours on the next Stock Exchange Trading Day. Following the successful cancellation of your original instruction, if you wish to submit a new instruction, you must do so by completing and submitting a further instruction.

12.10. We will contact the Company when they are due to send any Cash Payment to you. We may send you the Cash Payment on behalf of the Company as the Company's agent, but only after they have sent it to us. It always remains the Company's responsibility to send the Cash Payment to you.

12.11. If your order is above a certain size it may need manual review and entry which may cause delays in processing your instruction. Where possible we will process such instructions within 2 UK Business Days of receipt.

12.12. We may combine your order with orders received from other clients using the Service. The Broker may combine your order with orders received from their other clients. This may result in a more or less favourable price than if your instruction had been carried out separately. Where the Broker executes a number of instructions for us then it may average the price obtained for all the orders if different instructions were dealt at different prices.

12.13. You expressly agree that you can only use the Service to deal in your Securities in accordance with the Company's share dealing policy, available upon

request from the Company and by using the Service you confirm you are in compliance with such policy (where the Company has one). We reserve the right not to carry out your instruction if we have reason to believe that your instruction contravenes the Company's share dealing policy.

12.14. Where trading in the Company's Securities is halted or suspended we will not be able to process any outstanding instructions you have given us until trading resumes. We accept no responsibility for the impact that any such suspension may have on the price at which your Securities are sold.

12.15. When we receive your instruction or when we process it the market price of Securities may be less than the Option Price (known as underwater). We may still process your instruction even if your Option is underwater when we do so.

12.16. Where CIS UK or CISIL is providing you with the Service, if you instruct us to deal in your Securities we will take reasonable care in appointing a Broker to carry out your instructions from our panel of approved Brokers, listed in our Order Handling Policy. CIS UK or CISIL and the Broker, as applicable, will then take all sufficient steps to obtain the best possible results for you. CIS UK or CISIL will execute your orders through the Brokers listed in CIS UK or CISIL's Order Handling Policy which you can access on our website or, where available to you as stated in the Key Information section, on our mobile app or by writing to us at, for CIS UK The Pavilions, Bridgwater Road, Bristol BS13 8AE, United Kingdom or for CISIL, 3100 Lake Drive, Citywest Business Campus, Dublin 24. In deciding which execution venue to use the Broker will focus on a number of factors, primarily price, but also the likelihood of concluding the transaction, size of your order, nature of stock, speed of settlement, market volume, market impact and transaction venue. Information on CIS UK's and CISIL's top five execution venues from the previous year is available on our website or, where available to you as stated in the Key Information section, on our mobile app. The Broker will normally carry out your instructions in regulated markets, organised trading facilities or multi-lateral trading facilities. However to obtain the best result for you the Broker may decide to carry out your instructions outside of these regulated markets, for example where the Broker carries out your instructions with a Market Maker or matches your instructions with instructions received from another client. You acknowledge that there may be additional risks (e.g. counterparty risk associated with handling in these circumstances).

12.17. Where CIS UK or CISIL is providing the Service you expressly agree that the Broker may use a venue that is not a regulated market, an organised trading facility or a multilateral trading facility.

12.18. CIS UK and CISIL will only select Brokers whose stated policy is to obtain the best possible result for you. CIS UK's and CISIL's Order Handling policy identifies factors affecting the carrying out of client instructions by the Broker. You agree that you are legally bound by CIS UK's Order Handling policy. The Order Handling Policy is available on our website or, where available to you as stated in the Key Information section, on our mobile app. Alternatively please contact us if you would like a copy. If you would like additional information on how we review our Order Handling policy and arrangements with the brokers on our approved panel, please contact us.



12.19. Where the Service is provided to you by CIS UK, CISIL or CPM AU, we and the Broker have to get you the best price reasonably available when we sell your Securities. So it may be necessary for CIS UK and/or CISIL) and/or CPM AU and/or the Broker delay a sale of Securities for several Business Days if we think that is in your best interests (for example if there are issues with market liquidity).

12.20. Depending on the features of the Service available to you as set out in the Key Information section, where we accept an instruction from you by telephone we will confirm the details with you at the end of the call before we proceed.

12.21. Where CIS UK or CISIL or CTCNA provide the Service then when the Broker sells your Securities we will upload an advice note or trade confirmation (as applicable) onto our website or, where available to you as stated in the Key Information section, on our mobile app within 1 Business Day of the Broker confirming the sale to us. Where the Service is provided by CPM AU, then where the Broker effects the sale of Vested Securities, your advice note will be available to you within 3 Business Days of the receipt of confirmation from the Broker of the sale of your Securities. We will send a confirmation email to the email address we have for you on our records. Where the Service is provided by CTCNA, we will send the advice note or trade confirmation to your postal address if we do not have an email address for you. The advice note or trade confirmation will include:

- (a) the number of Vested Securities sold;
- (b) the price per Security achieved;
- (c) the time of the trade;
- (d) the Charges that have been charged;
- (e) any foreign Currency Exchange Rate applied by us or the Broker, together with the fees;
- (f) if applicable and deducted: the Option Cost, Employee Tax and Sales Withholding; and
- (g) any other commission or charges.

12.22. You may not cancel or amend any instructions to transfer Vested Securities once they have been received by us. Your request will be irrevocable.

12.23. The price of Securities may change after you have sent us your instruction. If due to market fluctuations, insufficient funds are realised from the sale of your Vested Securities to cover any Option Cost, Charges and, if applicable and deducted, any Employee Tax and Sales Withholding, it will be necessary for us to contact you to recover the shortfall.

12.24. You lose your entitlement to any benefit associated with your Securities, such as a dividend payment, on the day your Securities are sold which will be before the Securities are registered with the new owners. If you receive such a benefit after your Securities are sold you may have to transfer it to the new owners of the Securities. If we become aware of such a claim when we have received the money from selling your Securities then we may deduct it from the proceeds of the sale.

## **13. Currency conversion to buy Securities**

13.1. Where your money must be converted into another currency in order to enable Securities to be bought on your behalf, CIS UK or CISIL as applicable will carry out the currency conversion using the Currency Exchange Rate (which is the Wholesale Exchange Rate reduced by 1.5%).

13.2. CIS UK or CISIL or the Broker may combine a number of foreign currency conversion instructions in the same currency, in order to provide a more favourable exchange rate than if each order were carried out separately. CIS UK or CISIL will not accept from you any instruction that the conversion must be carried out at a minimum currency exchange rate.

13.3. Foreign currency exchange rates may fluctuate from time to time and from transaction to transaction. We accept no liability for any losses or expenses which you may suffer as a result of any movement in the Currency Exchange Rate.

## **14. Currency conversion for Securities traded in a currency other than Sterling in relation to SIP Plans and UK SAYE Plans and Euros in relation to APSS Plans and Irish SAYE Plans**

14.1. If you instruct us to sell SIP Securities that are denominated in a currency other than sterling or if you instruct us to sell APSS Securities that are denominated in a currency other than euros, then before we send the proceeds of any sale to you we will arrange for the conversion of proceeds into sterling (if you are a participant in a SIP Plan or a UK SAYE Plan) or euros (if you are a participant in an APSS Plan or an Irish SAYE Plan) and then follow the procedures described in the Sale proceeds and payment methods and Employee tax sections. We will have your authority to sign, complete and deliver any transfer form or other document, or do anything else which we think is necessary, to carry out the currency conversion. We may use the Broker to do the currency conversion at the same time as the sale of your Securities or we may convert the currency ourselves.

14.2. We or the Broker will carry out the currency conversion using a competitive rate based on the Wholesale Exchange Rate.

14.3. We and the Broker may combine a number of foreign currency conversion instructions for securities denominated in the same currency, in order to provide a more favourable exchange rate than if each order were carried out separately. We will not accept from you any instruction that the conversion must be carried out at a minimum currency exchange rate.

14.4. You agree that the Currency Exchange Rate may vary after you send us your instructions but before we are able to convert the currency, which may reduce the value of the proceeds we send you. We accept no liability for any losses or expenses which you may suffer as a result of any movement in the Currency Exchange Rate.

## 15. Sale proceeds and payment methods

15.1. Before the Effective Date if you instruct us to sell any of your Securities (after we have deducted the Option Cost (where not covered by Savings in respect of an SAYE Plan), Charges, and, if applicable and deducted, Employee Tax and Sales Withholding) the residual sales proceeds will be sent to the Global Payment Service Provider. We will only be liable to make payment to the Global Payment Service Provider once the proceeds have been received from the Broker. We cannot be responsible for the exact timing of your receipt of payments.

15.2. Before the Effective Date if you would like your sale proceeds converted into another currency you may do so via the Global Payment Service.

15.3. Before the Effective Date where CIS UK is providing you with the Service, you agree that when the proceeds are withdrawn from CIS UK's client money account so that the Global Payment Service Provider can make payment to you (or, if applicable, to the Company in accordance with paragraphs 11 and 15.17) those sale proceeds will no longer constitute client money and will not be held in a client money account under the FCA Rules.

15.4. After the Effective Date if you instruct us to sell any of your Securities (after we have deducted the Option Cost, Charges, and, if applicable and deducted, Employee Tax and Sales Withholding) the residual sales proceeds will be sent to you in accordance with these terms and conditions. Any member of the Computershare Group will only be liable to make payment to you once the proceeds have been received from the Broker. We cannot be responsible for the exact timing of your receipt of payments.

15.5. After the Effective Date the payment method that appears to us to be the most cost-effective way to send you your money will be used. Please note that if you specifically request payment by international wire or automated clearinghouse payment then you will be charged the fixed fee on International Funds Transfers even if there may have been a cheaper option available.

15.6. After the Effective Date if we offer you telephone dealing on the Key Information section, then you may be paid those sale proceeds by cheque.

15.7. After the Effective Date you may ask for payments to be made to you in a currency that is different to the currency of your Share Plan. Refer to the Foreign currency payments to you section of these terms for further information.

15.8. It is your responsibility to ensure that you provide us with accurate and up-to-date bank account details in order for payments to be made to you. Where CIS UK or CISIL is providing you with the Service and they have difficulty sending you money to your bank account by electronic bank transfer it will be kept in a client money account whilst we try to confirm your bank account details. We will not pay you interest. If we cannot confirm your bank details or for some other reason payment

cannot be made, we may send you a Sterling or Euro (as applicable) cheque by post.

15.9. We usually receive the proceeds of the sale of your Securities from the Broker 2 Stock Exchange Trading Days after the sale has been executed, depending on which market the sale takes place on.

15.10. We will send any Option Cost (except in connection with an SAYE Plan which will be covered by your Savings) and any money withheld for Employee Tax to the Company or the member of the Company Group you are or were employed by following the exercise of any Option or Vesting of any Awards. If you are a participant in an SAYE Plan, we will liaise with the Savings Carrier, as required, for the Option Cost to be remitted to the Company on your behalf following the exercise of your Option. For the avoidance of doubt, where required, it shall be the sole responsibility of the Savings Carrier to remit the Option Cost to the Company on your behalf.

15.11. If you are a participant in a SIP Plan and are employed by the Company and you instruct us to sell any of your SIP Securities, we will split your sale proceeds into a Taxable Amount (if applicable) and a Non-taxable Amount. We will apportion our Charges on a pro rata basis between the Taxable and Non-taxable Amount. After deducting our Charges before the Effective Date the Global Payment Service Provider will be instructed to send the Non-taxable Amount to you and the Taxable Amount back to the Company so that UK Tax can be withheld. After the Effective Date the Non-taxable Amount will be sent to you and the Taxable Amount will be sent back to the Company so that UK Tax can be withheld. The Company will then pay the net proceeds from the Taxable Amount to you which will be shown on your next payslip.

15.12. If you are a participant in a SIP Plan but are no longer employed by the Company and you instruct us to sell all of your SIP Securities, your net sale proceeds will be sent to the Global Payment Service Provider to send to you before the Effective Date or directly to you after the Effective Date after deduction of any UK Tax, Sales Withholding and Charges. We will arrange for any UK Tax liability to be sent to the payroll of the company that employed you to be remitted to HM Revenue and Customs on your behalf.

15.13. If you are a participant in a SIP Plan where batched trading is a feature of the Service available to you as set out in the Key Information section, if we become aware that the Company no longer employs you before we process your instructions, after deducting our Charges and any UK Tax or Sales Withholding, the net proceeds of any sale will be sent to the Global Payment Service Provider before the Effective Date to send to you. After the Effective Date the proceeds of sale will be sent to you direct. We will then arrange for any UK Tax liability to be sent to the company that originally employed you.

15.14. If you submit an instruction which ends up in the delivery of a Cash Payment, it shall be the responsibility of the Company and no one else, to send you the Cash Payment.

15.15. Unless stated otherwise in these terms and conditions, we will not accept, and you should not give, any instructions to pay anyone other than you.

15.16. Save in respect of Sales Withholding, where applicable, and any Employee Tax deducted, neither we nor the member of the Company Group which you are or were employed by will take into account any other taxes which may be levied in respect of your Options, your Awards or sale or transfer of any Vested Securities pursuant to the Service. It is your sole responsibility to report and, if applicable, pay any such taxes.

15.17. In some circumstances (in addition to those already set out in paragraph 15.11) a member of the Computershare Group may be required to send the residual sale proceeds to the relevant member of the Company Group after deduction of our Charges, and they may in turn make additional deductions. This may be required (for example) where we are not administering Employee Tax on behalf of the Company or where sales proceeds are required to be transmitted into a nominated State Administration of Foreign Exchange account to comply with local regulations in China, where applicable. In this case, the net proceeds after any such deductions will be paid to you by the relevant member of the Company Group.

## **16. Foreign currency payments to you**

16.1. Sections 16.1-16.14 will only apply to foreign currency payments made to you after the Effective Date.

16.2. For amounts greater than ten pounds sterling (or equivalent), you may ask for the payment to be made in a different currency to the currency of your Share Plan. You can give us this instruction on the website, via the mobile app where available to you as stated in the Key Information section or by telephone. A full list of the available currencies can be obtained from the website or using our helpline. The list may change from time to time so you should check it before giving us an instruction. Please note that if you have made a currency election to the Company then this will take precedence over any instruction that you give to us.

16.3. If you instruct a payment to be made to you in a currency that is different from the currency of your Share Plan, your funds will be transferred through one of our banks. The bank will be instructed, on your behalf, to convert your money into your chosen currency and pay the converted funds to you. The bank will be instructed to pay the funds to the bank account details which we have for you on our records.

16.4. If your instruction relates to a dividend payment, your instruction must be received at least fifteen Business Days prior to the date that the payment is to be made. You may not cancel or amend such an instruction after 17:00 (UK time) on the fifteenth Business Day prior to the date that the payment is to be made.

16.5. We reserve the right to reject your instruction where it is not made in accordance with these terms and conditions, is not properly completed or is unclear.

16.6. The fixed fee for the International Funds Transfer and the Foreign Exchange Spread will be deducted before the funds are paid to you. The bank retains a proportion of the Foreign Exchange Spread as payment for their currency conversion service and pays the remainder of the fee to us. These fees may be deducted even if the payment cannot be transferred to your chosen account for any reason outside our control.

16.7. The bank will apply its Currency Exchange Rate for the conversion of your money. You may not specify the currency exchange rate or the minimum exchange rate that will be applied to your currency conversion. Foreign currency exchange rates may change after you send your instruction to us and your converted funds may be less than you expected due to exchange rate fluctuations. We are not liable to you for any changes in exchange rates where we have carried out your instructions with reasonable care and skill.

16.8. Payments in some currencies may have to be routed through local intermediary banks. If that is the case, your receiving bank and the intermediary bank may apply transaction charges, fees and other costs. The routing may also delay the processing of your payment. You should check with your receiving bank whether such transaction charges, fees or other costs will be applied. We are not responsible for the payment of these charges, fees or other costs nor for any delay in payment that is caused by the routing.

16.9. You must ensure that you have given us the correct details of a bank account that can receive money in the relevant currency. Not all countries have electronic clearing. In that case, the processing centre in the country may issue a cheque or manager's draft and deliver it to your bank. We are not responsible for paying any charges or fees that this may involve.

16.10. If the converted money cannot be sent to your chosen bank account or is rejected for any reason, the money may be returned to us by the bank. The money may be reconverted into the original currency and you may have to pay an additional amount (the Foreign Exchange Spread). You may also suffer a loss due to exchange rate fluctuations. In these circumstances we will get in touch with you for your instructions.

16.11. Where your money is returned to us for any reason, we will hold this money on the same terms and with the same protections that are set out in these terms and conditions.

16.12. Sanctions, suspension or other legal requirements could affect your chosen currency which may mean that it is not possible to convert funds into your chosen currency or make payments to your specified account. In that case, your instruction will be rejected and we will notify you as soon as possible so that you can update your instructions.

## **Part B What are our Charges?**

## 17. Our charges

17.1. Our Charges to you to provide the Service are set out in the Key Information section.

17.2. Where we arrange for the sale of Vested Securities on your behalf, we will pay the Broker a fee for providing its service to us. This is taken from the fee we charge you. The Broker will send us the sale proceeds. We will then deduct any currency conversion fee which may be payable in accordance with paragraphs 13 or 14 before calculating and deducting any remaining Charges, Employee Tax and Sales Withholding if applicable and deducted. The balance will be sent to you via the Global Payment Service Provider before the Effective Date or direct to you after the Effective Date. If you would like further information on this arrangement please contact us using the details in the Contacting each other section within Part D.

17.3. Subject to paragraph 17.7 no VAT is currently payable in relation to CIS UK's or CISIL's dealing commission or fee as this is a service considered to be exempt from United Kingdom or Irish VAT. Should the VAT or other tax rules change in either the location of the supplier or the recipient in the future, such that VAT or Sales Tax becomes payable, such tax may be applied and deducted from your sale proceeds without prior notice. If CTCNA is required to collect Sales Tax in relation to CTCNA's Charges, Sales Tax will be applied and deducted from your sales proceeds.

17.4. Where we arrange for the purchase of Securities on your behalf, we will pay the Broker a fee for providing its service to us. This is taken from the fee we charge you.

17.5. No VAT or Sales Tax is currently payable on purchase dealing commission but if it becomes payable in the future, such tax may be applied and deducted without us notifying you beforehand.

17.6. Where the Service is provided to you by CPM AU all Charges and other charges payable by you to CPM AU are exclusive of any GST.

17.7. Any fee charged to transfer Vested Securities into your own name where the Service is provided to you by CIS UK will be inclusive of VAT. Any fee charged to transfer Vested Securities into your own name where the Service is provided to you by CTCNA, will be exclusive of Sales Tax which is payable by you where applicable in addition.

17.8. Save as described above, where the Service is provided to you by CIS UK, CISIL or CTCNA all Charges and any other charges payable by you to CIS UK, CISIL or CTCNA are exclusive of any VAT or Sales Tax, respectively. VAT or Sales Tax is payable by you where relevant in addition to any other fees or charges payable to CIS UK, CISIL or CTCNA.

17.9. You agree and consent that we can use the Securities and any sales proceeds we hold for you as security for our Charges and any other amounts you owe us and to cover any tax we or the Nominee owe as part of the Service we provide to you. If

you owe us money we may also deduct the amount that you owe to us from any amounts that we owe to you. When we sell Securities for you we will use a portion of the proceeds of the sale to cover our own Charges. If there is not enough money left to cover those Charges afterwards we will ask you to pay the difference. If you don't pay us the difference we will sell enough of your Securities to recover our own costs and Charges, and will not be responsible for any sale of your Securities at a loss and/or any tax liability you suffer as a result. We may also offset any money due to you against any money you owe us. If we plan to sell your Securities we will let you know 20 Business Days before we do so. However even if we sell Securities or we offset any sums of money you may owe us, we still reserve the right to bring legal action to recover any outstanding money you may owe us.

17.10. After the Effective Date we will deduct any fixed fees you owe to us before we send monies to you.

17.11. Where we owe you money we will round down the money payable to the nearest penny or cent as applicable, or if a different currency the equivalent unit of the currency as the Securities are traded in. Charges, any Employee Tax and Sales Withholding deducted will be charged at the prevailing rate against each individual sale instruction and rounded up to the nearest penny or cent, or, where different, the equivalent unit value of the currency in which the Securities traded in. In each case the difference will be kept for our own benefit.

17.12. If we provide you with any information, ancillary services or other services not mentioned in these terms and conditions, we may ask you to pay for that service or information, for example if you request additional copies of documents.

17.13. Please note that fees and Charges may be increased in accordance with paragraph 26.

## **Part C How We manage the Service**

### **18. Pooling Securities and money**

18.1. Subject to paragraph 18.3 below, you consent and authorise us to pool any Vested Securities we hold on your behalf in the provision of the Service in any relevant custody omnibus accounts provided that, where the Service is provided to you by CIS UK, such accounts are set up in accordance with the FCA Rules on client assets and where the Service is provided to you by CISIL, such accounts are set up in accordance with the rules in the Client Asset Regulations and the MiFID II Regulations. You understand and accept that by pooling your Vested Securities with those of other clients you retain all rights you have as the owner but that your entitlement will not be identifiable by separate share certificates or other physical or electronic records of title. In the event that we, a Nominee or third party custodian became insolvent, any shortfalls in Vested Securities in the omnibus accounts will be pro-rated with all other participants in the relevant omnibus accounts and you may not recover all of your Vested Securities. Where the Service is provided by CIS UK,



you may be able to make a claim under the Financial Services Compensation Scheme (FSCS). Where the Service is provided to you by CISIL, you may be able to make a claim under the Investor Compensation Scheme (ICS). Please see the Complaints and Compensation section in Part H for more information.

18.2. Subject to paragraph 18.3 below, you also consent and authorise us to pool any client money we hold on your behalf in the provision of the Service in any relevant omnibus bank accounts provided that, where the Service is provided to you by CIS UK, such accounts are set up in accordance with the FCA Rules on client money and where the Service is provided to you by CISIL, such accounts are set up in accordance with the rules in the Client Asset Regulations and the MiFID II Regulations. You understand and accept that by pooling your client money with those of other clients you retain all rights you have as the legal owner of the monies. All client money CIS UK, CISIL, CPM AU or CTCNA holds on your behalf will be maintained in an appropriately named client money bank account at a UK, Irish or UK, Australian or US approved bank, respectively. Your money held in this account is held separately from our money. In the event that we or the bank became insolvent any shortfalls of client money in the client money bank accounts will be pro-rated with other clients in relevant client money bank accounts and you may not recover all of your client money. We will not pay interest on any client monies held on your behalf. Where the Service is provided by CIS UK, you may be able to make a claim under the Financial Services Compensation Scheme (FSCS). Where the Service is provided to you by CISIL, you may be able to make a claim under the Investor Compensation Scheme (ICS). Please see the Complaints and Compensation section in Part H for more information.

18.3. If, for operational purposes CIS UK, CISIL, CPM AU or CTCNA are required to maintain your (a) client money in a bank based in a jurisdiction outside of the UK, Ireland, Australia or the United States of America, respectively; and/or (b) Vested Securities in a Nominee based in a jurisdiction outside of the UK, Ireland Australia or the United States of America, respectively, then we will take all reasonable steps to protect these in accordance with the local equivalent law and rules with regard to how your money and/or Vested Securities are treated. These may be different to those in the UK where the Service is provided to you by CIS UK, those in Ireland where the Service is provided to you by CISIL, those in Australia where the Service is provided to you by CPM AU or those in the United States of America where the Service is provided to you by CTCNA and your rights in the event of insolvency may be reduced.

18.4. Any Options or Awards that you may have under a Share Plan will not be held on your behalf in the Share Plan Account, they will be held directly by you. They will not therefore be affected if we or the Nominee becomes insolvent.

18.5. Where the Service is provided to you by CIS UK, if you hold client money with us and there has been no movement in your balance for at least 6 years, other than charges we may have levied, we may remove this money from the client money bank account and donate it to a registered charity of our choice. You may later claim this sum of money back from us, but you will not be entitled to claim any interest on it. We will let you know at least 28 days before we do this by writing to you at the last email or postal address we have for you. Where the amount is no more than £25 (or

equivalent) and you fail to claim it before the 28 day notice period expires, we will donate the money without attempting to contact to you again. If the amount is more than £25 (or equivalent), we will take further reasonable steps to trace you before donating the money to charity.

18.6. Where the Service is provided to you by CIS UK, if we have not received any instructions from you for at least 12 years, we may sell assets we hold for you at market value if the law and applicable regulations allow it. You may later claim from us a sum equal to the value of the proceeds at the time your assets were sold. You will not be entitled to claim any interest on this sum. We will take reasonable steps to trace you before donating the proceeds to charity.

## **19. Your benefits as shareholder**

The benefits you are entitled to as a shareholder and our approach to corporate actions is slightly different depending where the Company is incorporated. If you are a participant in a SIP Plan or an APSS Plan, only 19.27 of this paragraph 19 applies to you.

### **Reinvestment of dividends**

19.1. We will reinvest your dividends received in respect of Vested Securities by buying further Securities through a dealing arrangement. We or the Nominee will hold those Securities in accordance with these terms and conditions. Where we only arrange reinvestment in whole Securities (as opposed to fractions of a Security), we will retain any money left over in your Share Plan Account. We will combine this money with future dividends paid on your Vested Securities and use it to reinvest in more Securities.

19.2. Subject to the How and when we will carry out your instructions section in paragraph 12, we will always use a Broker to place an order on the market. We will buy as many Securities as we can, as soon as reasonably possible after we or the Nominee have received your cash dividend.

19.3. If we, the Nominee or the Company are legally required, to deduct any money including stamp duty, Dividend Withholding or other payments due, we, the Nominee or the Company may do so. We will only arrange for the default domestic rate of Dividend Withholding to be applied to any dividend income you receive, unless we tell you otherwise. All deductions made will be rounded up to the nearest penny, or an equivalent amount if in a different currency, for example to the nearest cent if the currency is dollars or euros.

19.4. We will combine your dividend cash payments with those from other participants who are also reinvesting their dividends before passing them to the Broker to purchase as many Securities as possible after deduction of any purchase commission (if payable as detailed in the Key Information section) and any other deductions mentioned in paragraph 19.3 above. The Broker may combine your order with orders received from their other clients. The Broker may carry out a number of

trades to acquire the number of Securities needed for the dividend reinvestment. To help ensure that you receive the best result this process may take several days, during which time the purchase price of the Securities may vary depending on the price of the Securities on the exchange on which they are traded when the deal is carried out. Where this happens the deal price will be averaged for all Share Plan Account participants which may be to your advantage or disadvantage.

19.5. Due to the typically large size of aggregated dividend reinvestment trades, a validation process will be undertaken by us and the Broker to confirm that the correct number of Securities have been purchased for all participants in the Service. Only once we are able to determine finally how many Securities will be allocated to all Service participants, carried out the necessary internal audit procedures, allocated your Securities to you and sent or made available to you a tax voucher (or equivalent) and advice note or trade confirmation (as appropriate), will the purchase be regarded as complete and properly executed. Depending upon the nature of the trade, typically this process can take up to 14 Business Days. Where the Service is provided by CTCNA, we will send the tax voucher (or equivalent) to your postal address if we do not have an email address for you.

19.6. You will be notified by email within 1 Business Day of us being satisfied that all the procedures described above have been completed when your tax voucher (or equivalent) is available for collection from Computershare's website.

19.7. We may pay your dividends to you directly in line with paragraph 3.8, instead of investing your cash dividend in Securities. We will do this if required by the Share Plan Rules, or by the law.

19.8. We may also pay your dividends to you directly in line with paragraph 3.8, instead of investing your cash dividend in Securities where we have a good reason to do so, other than stated in paragraph 19.7 above.

19.9. Employees of the Company designated as Persons Discharging Managerial Responsibilities for the purposes of dealing will need to make a notification under the 'Company's Dealing Code' of any Securities purchased on their behalf.

### Entitlement to extra Securities including "Rights Issues"

19.10. Where you are entitled to extra Securities we or the Nominee will hold them for you under these terms and conditions. For example you may be entitled to buy extra Securities for a range of reasons including where the Company may decide to offer existing shareholders in the Company the right to buy extra securities in proportion to their existing holdings within a set time frame.

19.11. Where you are allowed to buy extra Securities as part of a rights issue and the Company is incorporated in England or Wales or Ireland (described in these terms and conditions as a "Rights Issue") we will subscribe for as many of the new Securities you are entitled to as can be paid for by selling the balance of the rights (after deduction of applicable dealing fees, commission and any other charges payable on the sale of your rights and subsequent purchase of Securities). This is

known as a tail swallow, or a “Sell to Cover” for the purpose of this paragraph 19 We will initiate the Sell to Cover transaction as soon as practicable following the reconciliation of the rights and completion of processes associated with the Sell to Cover calculations, this could take place at any point within the published rights window. We will hold these new Securities for you in the Share Plan Account.

19.12. Please note we will deduct Charges from the sale proceeds of any sale of rights effected during this Sell to Cover process before effecting the exercise of any right you may have to buy extra Securities. We will send the exercise costs to the Company on your behalf. After we have carried out the Sell to Cover process we will send you any money that is left, this may be by cheque.

19.13. If you do not hold enough rights to generate sufficient funds to effect a Sell to Cover (including for applicable dealing fees, commission and any other charges) we will take no action in respect of your rights. The Company may arrange with the underwriters to offer your rights for sale, and try to find investors to take up your rights on the basis described in the prospectus relating to the Rights Issue.

19.14. These terms and conditions will apply to the sale of rights as they do for any other Securities we hold for you, in particular note that we may combine the sale of your rights with the sale of rights received from other clients using the Service. In addition, the Broker may combine the sale of your rights with the sale of rights received from their other clients. This may result in a more or less favourable price than if the sale had been carried out separately. Where the Broker executes a number of instructions for us then it may average the price obtained for all the orders if different instructions were dealt at different prices. For information on Charges see the Key Information section and the What are our Charges section in Part B.

19.15. By entering into an agreement with us governed by these terms and conditions you instruct us to take the course of action described above in the event of a Rights Issue, subject to paragraph 3.3.

19.16. Where you are allowed to buy extra Securities (other than through a Rights Issue in which case see paragraph 19.11 above) we will ask you how you wish us to exercise your rights or try to arrange for you to be able to exercise these rights directly. We will try to make sure, where reasonably practicable, that you receive the same rights as you would have done if you held your Securities in your own name. However this may not be possible for a variety of reasons including for example where we do not receive enough notice or where we are unable to open bank accounts for you in the relevant territory or where local laws or regulations prevent it or make it impracticable. We will only act for you if you give us your instructions in time.

## Takeover offers and other events

19.17. If there is a takeover offer, even one that is unconditional, we will not act without your instructions. We will notify you about the offer and let you know by when you must send us instructions. We will not act unless you send us instructions in sufficient time.

19.18. There may be circumstances where the Company is subject to a change of control, a change of ownership, a take-over offer or is split into separate companies or is the subject of some other corporate action. You may then become entitled to receive securities in another company. If this happens we or the Company will decide whether those securities in the other company should be held by you in your own name or by us or the Nominee on your behalf. If it is decided that we or the Nominee will hold them on your behalf these terms and conditions will then apply to that new arrangement and references to Securities will mean the shares or securities in that other company.

19.19. Sometimes we or the Nominee may be asked by the Company to give certain guarantees or promises in order to take action in relation to the Vested Securities we or the Nominee hold for you. We or the Nominee may require you to give us similar guarantees or promises before we act.

19.20. Subject to the other terms of this paragraph 19, where any other rights are offered in connection with your Vested Securities we will try to ensure as far as reasonably practicable that you receive the same rights as you would have done if you held your Vested Securities in your own name.

## Fractions

19.21. Although we will always recognise your beneficial interest in any fraction of a Security (less than one whole Security) which we hold for you and any dividends received by us or the Nominee in relation to fraction(s) of a Security, we do not (subject to the remainder of this paragraph 19) recognise any rights attaching to any fraction of a Security which we hold for you. So we will never ask you how you wish us to exercise any rights over fractions of Securities. Nor will we pass any rights to you for you to exercise yourself. We will not exercise any rights attaching to any fraction of a Security which we hold for you.

19.22. Where shareholders receive the benefit of a right which they can exercise, referable to their shareholding in the event of a corporate action, for example where you are allowed to buy extra Securities (other than through a Rights Issue where the default course of action described in paragraph 19.11 above occurs) then unless we tell you otherwise at the time, we will not support the ability to exercise any such right in respect of a fraction of a Security that we hold on your behalf in the Share Plan Account.

19.23. Where shareholders receive an entitlement such as Securities or cash referable to their shareholding in the event of a corporate action, we will receive and allocate such entitlement referable to a fraction of a Security that we hold on your behalf into the Share Plan Account and you may receive a payment in respect of any such cash sum.

19.24. In the event of a Rights Issue where the default course of action described in paragraph 19.11 above occurs, we will (unless we tell you otherwise at the time)

pass on the ability to exercise any right in respect of a fraction of a Security that we hold on your behalf in the Share Plan Account.

19.25. Where some other event occurs which affects your shareholding, for example: a merger, subdivision or consolidation, you may become entitled to fractions of Securities. Further detail may be provided at the time of the corporate action.

19.26. We will only recognise a right to vote over whole Securities not fractions of Securities. See paragraph 22 for more information on shareholder meetings and voting.

19.27. Where we hold a fraction of a Security on your behalf, you may instruct us (via our website or, where available to you as stated in the Key Information section, via our mobile app or via postal dealing) to sell such fraction. The sale of any fraction of a Security will be combined with orders received from other clients using the Service in accordance with paragraph 12.12. If you wish to sell whole Securities at the same time as a fraction of a Security, the entirety of your order will be combined with other orders in accordance with paragraphs 12.1, 12.3, 12.5, 12.6, 12.8 and 12.12 unless you choose to sell the whole Securities separately from the fraction, in which case such whole Securities will be sold in accordance with paragraph 12.9. The sale of the fraction may result in a more or less favourable price than the sale of whole Securities. A sale of a fraction of a Security under this paragraph 19.27 will be subject to the Charges as set out in the Key Information section.

## **20. General**

20.1. Conflicts of interest which may be detrimental to you, may arise between us, our agents, our other corporate clients, our employees and those who use this service. We will make every effort to identify and prevent such conflicts. Where this is not possible, we will manage and mitigate the conflicts. Where we cannot prevent, manage or mitigate such conflicts we will disclose details to you. You may obtain a copy of our Conflicts of Interest Policy, which we update regularly, on our website or, where available to you as stated in the Key Information section, our mobile app or you may request a copy by writing to us at Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS13 8AE, United Kingdom or Computershare Investor Services (Ireland) Limited, 3100 Lake Drive, Citywest Business Campus, Dublin 24, D24 AK82.

20.2. We reserve the right to take any action or refuse to take any action in connection with the Service which we think is necessary to comply with (or avoid violation of) any relevant laws, rules, regulations or codes of practice, or to avoid exposing us to criticism for behaving improperly or not acting in accordance with good market practice.

20.3. In performing the Service we may on occasion employ agents or subcontractors to carry out certain activities. Before doing so we will reasonably satisfy ourselves that they are able to perform such activities.

20.4. The Service (and as a result all or some client money and assets) may at any time be moved to another provider. You will be notified in advance of when this will occur (the transfer date). The new provider may notify you of any changes to the scope of the Service and details of their terms and conditions as well as any associated information such as changes of address and banking details. Rights you may have against us which relate to the period before the transfer date will not be affected, but we and the Nominee shall have no liability to you in respect of the period after the transfer date.

20.5. We may at any time move all or part of our business (and as a result all or some client money and assets) to another provider, including for example as part of a restructure or amalgamation. The new provider will assume our rights and obligations under these terms and conditions and we will notify you in advance of when this will occur (the transfer date). This notice will include details of any changes to the Service and to these terms and conditions necessary because of the transfer, for example changes of address and banking details. Rights you may have against us which relate to the period before the transfer date will not be affected, but we and the Nominee shall have no liability to you in respect of the period after the transfer date.

20.6. Subject to the contents of the notice referred to above, from the transfer date:

- (a) these terms and conditions will be treated for all purposes as being entered into by you and the new provider rather than us;
- (b) references to us will be read as references to the new provider and references to the Nominee will be read as references to the new provider or its new nominee; and
- (c) we and the Nominee will be released and discharged from all of our obligations under these terms and conditions.

20.7. In the circumstances set out in paragraphs 20.4 and 20.5 above, if CIS UK or CISIL is providing the Service, CIS UK or CISIL will satisfy itself that the new provider will hold money in accordance with the FCA Rules on client money or the Client Asset Regulations and the rules in the MiFID II Regulations, as applicable, if not, CIS UK or CISIL will exercise due skill, care and diligence in assessing whether the new provider will apply adequate equivalent measures to protect your client money. You agree that where CIS UK or CISIL is providing you with the Service then from the transfer date CIS UK or CISIL will no longer hold your money in a client money bank account and it will no longer be treated as client money under the FCA Rules or the Client Asset Regulations and the rules in the MiFID II Regulations, as applicable.

20.8. We will keep detailed records relating to your Securities when you use the Service, including a record of all transactions and entries made on or in relation to your Securities, as reasonably required by us (including by whom, when and how transactions were authorised). We will also undertake reconciliations of your Securities held in accordance with these terms and conditions.

20.9. If any of these terms and conditions are found to be unfair, illegal, invalid or unenforceable in any respect, we will not be able to rely upon it. However this will not have any impact on the other terms and conditions which will remain in force.

20.10. If we do not enforce a term, this will not affect our ability to enforce the rest of these terms or to enforce that term at another time. If we cannot enforce a term, this will not affect our right to enforce the rest of these terms. No conduct or delay by us will be taken as a waiver or variation of any of our rights unless we or the Nominee waive or vary a particular right in writing. No waiver or variation on a particular occasion will waive or vary any of our other rights.

20.11. We provide these terms and conditions in English and we will only communicate with you in English when providing the Service unless agreed otherwise with the Company. If we translate these terms and conditions into another language they should be treated as being informative only. These terms and conditions in English will be the sole operative terms and conditions governing the operation of the Service.

20.12. Nothing in these terms and conditions is intended to create any rights for any third parties other than for other companies within the Computershare group of companies. If CIS UK is providing the Service only you and we will have any right to enforce these terms and no third party has any right to enforce any of the terms by virtue of the Contracts (Rights of Third Parties) Act 1999. If CISIL is providing the Service only you and we will have the right to enforce these terms and no third party has any right to enforce any of these terms and conditions.

20.13. Where CIS UK or CISIL provides you with the Service, you will be treated as a “retail client”. As a retail client you are protected by the FCA Rules or the MiFID II Regulations, respectively, and you may be eligible for compensation under the FSCS, or the ICS, as described further in Part H. If you do not believe you are a retail client or want to be re-categorised then please contact us in writing.

20.14. When you instruct us to deal for you, there may be occasions when we are unable to complete a transaction. When this happens you agree that we may carry out further trades to complete the transaction you originally instructed. Where CIS UK or CISIL is providing the Service, CIS UK or CISIL will act in compliance with their Order Handling Policies in order to correct any errors.

20.15. If we discover or are advised by the Company that your Share Plan Account has been incorrectly debited or credited, we may make any necessary debit or credit to your Share Plan Account to correct the mistake, without letting you know beforehand. We will always tell you after we have done this if we deem it necessary to do so. If the Company instructs us that your Share Plan Account has been incorrectly debited or credited, then in most circumstances we will act upon those instructions without interrogation and you irrevocably authorise us to do so.

## **21. Information**

21.1. We will try to make sure you have access to the same information sent to us or the Nominee, in relation to your Securities. For example you will be able to access the Company’s annual accounts and related documents, either online through the Company’s website or by requesting them directly from the Company.



21.2. We will keep any information of a confidential nature that you disclose to us in confidence, apart from if we are required to make any disclosure of that information to the Company, a regulatory authority, or otherwise as required by law.

21.3. Where CIS UK, CISIL or CPM AU provides you with the Service we will provide you with a statement at least quarterly stating the assets you hold in the Share Plan Account. i.e. at regular intervals not less than four times a year for as long as we hold Securities or cash for you. You may request statements more frequently, but we may charge you for providing these. By participating in the Service you consent to such statements being made available in your online account rather than being sent by post. If you would prefer to receive postal statements, please contact us.

21.4. Where CTCNA is providing you with the Service, CTCNA will provide you with quarterly statements where there is some activity in your Share Plan Account such as for regular automatic purchases or for dividend reinvestments. The statement will show:

- (a) the number of Vested Securities held by you,
- (b) the number of Vested Securities for which dividends are being reinvested,
- (c) any cash received for the purchase of Securities,
- (d) the price per Security for any purchases, and
- (e) any applicable fees for each transaction.

Where the Company pays an annual dividend and the only activity in the Share Plan Account is the reinvestment of that annual dividend, then CTCNA will send you an annual statement.

## **22. Shareholder meetings**

22.1. Where available as a feature of the Service as set out in the Key Information section, you can instruct us via our website or, where available to you as stated in the Key Information section, via our mobile app:

- (a) on how you want us or the Nominee to vote on your behalf at a Company meeting; or
- (b) to let us know that you want to attend a Company meeting in person.

In such instances, we will provide you with further details of the process at the time.

22.2. For the avoidance of doubt, in such circumstances neither we nor the Nominee have any duty or responsibility to attend meetings although we or the Nominee may do so if we or it wishes. Neither we nor the Nominee have any duty or responsibility to cast any vote relating to your Vested Securities without your specific instruction.

22.3. You will have to submit your instruction on our website or, where available to you as stated in the Key Information section, via our mobile app by the deadline we will notify you of. If you fail to let us know by that deadline what your voting instructions are then neither we nor the Nominee will have any duty to vote in relation to your Securities, or to make the necessary arrangements for you to be able

to attend any meeting in person. If this happens, although neither we nor the Nominee will have any duty or responsibility to attend meetings, we or the Nominee may do so if we choose to. If you do attend a shareholder meeting you will not be entitled to speak at it.

22.4. Where we have made it clear in the Key Information section that we do not support voting then neither we nor the Nominee have any duty to arrange for you to be able to attend any such meetings, or to vote on your behalf, although we or the Nominee may do so if we or they choose to.

## **23. Availability of the Service**

23.1. We will only offer this Service to individuals. We will not offer it to any corporate body.

23.2. We may choose to reject an application to transfer Securities into the Share Plan Account (provided we have a reasonable basis to do so, for example, if you owe us money or your transfer request is incompatible with these terms and conditions or our legal and regulatory obligations).

23.3. We will not lend your Vested Securities to anyone and we will never use them as security to borrow money.

23.4. We may withdraw the Service from you immediately and without notice due to a change in law or because we find out that you are not entitled to participate in the Service under local laws. We will settle any outstanding instructions from you before we do this, in so far as we are permitted to do so by law.

23.5. If we are notified of your death, bankruptcy or mental incapacity we will sell or transfer your Vested Securities in line with the instructions given to us by or on behalf of the court, Trustee in Bankruptcy or administrator or executor of your estate. We will then pay out any money left over in accordance with paragraph 3.8 and the Service will no longer be available either to you, any Trustee in Bankruptcy, your personal representatives or the executors of your estate.

23.6. We will establish and maintain business continuity arrangements that are reasonable for a business of the nature, scale and complexity of the business of the Computershare Group. However, we shall not be responsible for delays or failure to perform the Service due to circumstances beyond our reasonable control which may include for example and without limitation, market conditions, halts on trading in a market, power failures, industrial disputes, failures in communications networks, terrorist acts, acts of war, natural disasters, computer systems failures or postal delays. Where we do suffer such delays, we will if possible take reasonable steps to resume the Service as soon as reasonably possible, but we will not be liable to you for any losses or expenses that you suffer as a result of the delay.

23.7.

## Part D How we change our terms and conditions and how we stay in contact

### 24. Contacting each other

24.1. Unless expressly stated, all communication to us must be via our website or, where available to you as stated in the Key Information section, via our mobile app or by email to the email address in the Key Information Section. When you write to us by email you must include your full name and your User ID. Where these terms and conditions expressly state that you need to write to us to request something, please send your request to the address below (unless a different address is otherwise stated elsewhere in these terms and conditions):

Computershare Plan Managers,  
The Pavilions, Bridgwater Road,  
Bristol BS99 6AP

24.2. You agree that we may communicate with you via our website, post, email, telephone or our mobile app, as applicable. If you want to contact us by telephone, you can find the relevant telephone numbers, together with details of when these lines are open, in the Key Information section.

24.3. Where CIS UK CISIL, or CPM AU provides you with the Service, CISIL, CIS UK or CPM AU may contact you about your Share Plan Account either directly by email or by putting up notices on our website or, where available to you as stated in the Key Information section, our mobile app. You agree:

- (a) it will be your responsibility to read these notices,
- (b) to receive electronic communications instead of receiving communications in paper format,
- (c) that the information we are obliged to send you under the law may instead be sent to the Company for them to send on to you.

If you no longer wish to receive electronic communications and would prefer to receive communications in the post, please contact us.

24.4. Where CTCNA provides you with the Service, you agree and consent to receive at the email address you provide us the statements and trade confirmations and any legally required tax forms (including IRS tax forms) electronically. You acknowledge that as a consequence you may incur line or usage charges from your internet service provider and you confirm that you have access to email and agree to notify us if this should change. You also agree:

- (a) to contact us in writing or by telephone using the contact details set out in the Key Information section if you wish to unsubscribe or revoke your consent for electronic delivery, or to make changes to some or all of your delivery preferences;

- (b) you may contact us at any time to request to have a paper copy of these documents provided to you at no cost. If we cannot make electronic delivery available to you, paper copies will be provided to you;
- (c) CTCNA and the Company will be deemed to have fulfilled their communication obligations for these documents by transmitting the electronic communication to the email address that you provide to us. This includes the sending of an email with a link to such materials on our website (these materials will be available on our website until archived); and
- (d) that electronic delivery of these documents and communications is a substitute for physical delivery by US mail and that it is your responsibility to access and review all such communications.

24.5. If we send you a communication we will treat it as received by you if:

- (a) delivered by hand or courier, on delivery;
- (b) sent by inland mail, 2 Business Days after sending;
- (c) sent by international post, 5 Business Days after sending; and
- (d) delivered by email or via our website or, where available to you as stated in the Key Information section, our mobile app, immediately.

24.6. You agree that, for the purposes of security and Service quality, we may record and monitor any telephone calls you make to us or we make to you. We may produce these recordings in any legal proceedings if we are required to do so.

24.7. If we choose to send you a cheque we will send it to the postal address we have for you on our records. If we send you documents, or cheques through the post and on three consecutive occasions they are returned undelivered or the cheques are not cashed, we will not after having made reasonable enquiries to find out your new address send anything else by post, until you have told us what the new address is.

## **25. Acknowledgments**

25.1. If you have provided us with an email address then we will email to let you know when we have received your market or limit order sale instructions. We will also email you when, if at all, we have been able to sell your Securities. Please note we will not acknowledge your instructions where you send us an instruction to transfer your Securities or where no valid email address has been provided by you.

25.2. If postal dealing is a feature of the Service available to you as set out in the Key Information section, we will not acknowledge receipt of your Form of Direction. We will only act on Form of Direction sent under a power of attorney if you send the original power of attorney or a copy certified by a solicitor or notary public to us by post, which will be inspected and returned to you.

## **26. Changing these terms and conditions**

26.1. You agree that we may change the terms upon which the Service is provided, and/or increase the fees that we charge, after you have signed up for the Service for any of the following reasons:

- (a) to make them easier to understand or fairer to you;
- (b) to allow us to administer your Securities more efficiently or at a lower cost;
- (c) to reflect changes in market conditions or to reflect changes in general market practice (including the terms on which similar services are offered by other nominees);
- (d) so that we can compete effectively with other nominees in all areas of our business;
- (e) to reflect changes to the way in which we administer your Securities or securities generally;
- (f) to correct mistakes;
- (g) to reflect changes in technology;
- (h) increases in inflation or changes in interest rates;
- (i) increases in our running costs or additional charge imposed on us, in relation the Share Plan Account Service;
- (j) new services being offered;
- (k) tax or legal changes; or
- (l) for any other valid reason.

We will notify you when we change these terms and conditions and if we make any changes that are to your material disadvantage:

- (a) we will give you not less than 20 Business Days' notice before such change becomes effective, and
- (b) you will be able to terminate the Service without suffering any penalty during this period of 20 Business Days if you disagree with the change.

26.2. We may change these terms and conditions without notifying you beforehand if we need to change them in order to comply with the law.

26.3. You can find up to date copies of our terms and conditions on our website or, where available to you as stated in the Key Information section, our mobile app.

26.4.

## **Part E Ending the Service**

### **27. How to withdraw or exit from the Service**

#### **Cancellation rights**

27.1. You may cancel the Service up to 14 calendar days after activation (Cancellation Period). However, you will lose your cancellation right if you ask during

the Cancellation Period for any payment to be made to you or sell any of your Securities for you, in accordance with these terms and conditions. Once you have told us you are cancelling the Service we will transfer your Vested Securities under paragraph 27.8 below. Once that transfer is complete we will then no longer hold the Vested Securities for you and these terms and conditions will no longer apply to those Securities and the Share Plan Account will no longer be made available to you.

27.2. Furthermore when processing any dividend reinvestment we must know how many shareholders will participate at least 15 Business Days before the dividend payment date. We refer to the first day of this 15 Business Day period as the "Cut-Off Date". If your Cancellation Period expires on or after the Cut-Off Date, you will be deemed to have expressly requested that we process your dividend reinvestment in accordance with these terms and conditions. The effect of this is that if we have not received a notice of cancellation from you prior to the Cut-Off Date, you will lose your cancellation rights.

27.3. If you want to cancel your Service you must tell us before the Cancellation Period ends. We will not charge you any fees when you cancel. After you have cancelled and we have transferred any Securities and/or cash these terms and conditions will cease to apply to you. If you do not cancel then we will provide the Service in accordance with these terms and conditions.

27.4. If you do exercise your right to cancel we will no longer be able to manage your participation in your Share Plan. In certain circumstances you will cease to participate in the relevant Share Plan in accordance with the Share Plan Rules. Please see the What happens when your agreement ends section (paragraph 28 ) to see what you will remain responsible for.

## Withdrawal rights

27.5. You may terminate this agreement and withdraw from the Service with us at any time. You will have to pay any fees and costs associated with withdrawing. Once you have told us you are withdrawing from the Service, we will transfer your Vested Securities under paragraph 27.8 below. Once that transfer is complete we will then no longer hold the Vested Securities for you and these terms and conditions will no longer apply to those Securities and the Share Plan Account will no longer be made available to you.

27.6. For administrative purposes, when processing any dividend reinvestment it is essential that we know how many shareholders will participate in each dividend reinvestment no later than 15 Business Days before each relevant dividend payment date. We refer to the first day of this fifteen Business Day period as the "Cut-Off Date". So if you choose to terminate the Service on or after a Cut-Off Date, you will be deemed to have expressly requested that we process your dividend reinvestment in accordance with these terms and conditions, before your Service comes to an end.

27.7. If you do exercise your right to withdraw from the Service we will no longer be able to administer your participation in a Share Plan. In certain circumstances you

will cease to participate in the relevant Share Plan according to the Share Plan Rules. Please see the 'What happens when your agreement ends' section at paragraph 28 to see what you will remain responsible for.

## What you need to know about your withdrawal or cancellation options.

27.8. When you cancel or decide to withdraw from the Service we will transfer your Vested Securities from the Share Plan Account into your own name.

27.9. You can terminate the Service and our contract with you by sending us an email using the email address in the Key Information section. You must give details of the full name and the User ID of the account you wish to end.

## 28. Our right to terminate this agreement

28.1. We may terminate the Service and our contract with you at any time by giving you twenty Business Days' written notice. We will request that you withdraw your Securities from the Service within this notice period.

28.2. If you do not give us any instructions to withdraw the Securities within such notice period, we will transfer your Securities into your own name. We will also pay you any residual cash balance from the Share Plan Account. The Service will then no longer be available to you.

## What happens when your agreement ends?

28.3. When the Service terminates, either because we have decided to stop providing you with the Service or because you have decided to cancel, withdraw from or terminate the Service yourself or the Service ends for any other reason, we will still carry out any instructions you have already sent to us, subject to these terms and conditions, and you will remain responsible for any Charges, fees, taxes or social security contributions and any other charges which remain due and unpaid at that time. When this Service terminates, yours and our rights and responsibilities to each other that continue afterwards, in relation to the Service, shall still be governed by these terms and conditions.

## Part F Our liability to you if something goes wrong

### 29. Limits on our liability

29.1. We will provide the Service with reasonable care and skill.

29.2. We are not liable for losses suffered or incurred by you unless they are foreseeable by each of us at the time we enter into an agreement governed by these terms and conditions and (where the Service is provided to you by CIS UK, CISIL or CPM AU) are caused by our: breach of these terms and conditions, negligence, wilful default or fraud, or (where the Service is provided to you by CTCNA) they result directly from our: gross negligence, wilful default or fraud.

29.3. We are not liable for losses or expenses suffered by you that are caused by:

- (a) your failure to obey the law;
- (b) third parties (which for this purpose includes banks, Savings Carrier, the Appointed Tax Agent, custodians, the Nominee (subject to paragraph 29.12 below) and CSDs but otherwise excludes our own sub-contractors) subject to the provisions of these terms and conditions;
- (c) your failure to provide us with accurate bank account details;
- (d) documents getting lost or delayed in the post;
- (e) delays over the internet before your communication reaches our website or, where available to you as stated in the Key Information section, our mobile app;
- (f) your online communication being intercepted or hacked before it reaches our website or, where available to you as stated in the Key Information section, via our mobile app;
- (g) any planned maintenance that we have to carry out which will normally take place outside Stock Exchange Trading Hours;
- (h) fraudulent instructions;
- (i) us acting on your or the Company's instructions; and/or
- (j) unclear instructions.

29.4. We are not liable for any indirect losses or consequential loss, or punitive loss where the Service is provided by CTCNA, of any kind and in any event we are not liable for:

- (a) loss of opportunity (including investment opportunity);
- (b) loss of potential future income, revenue, or increase in value;
- (c) loss of profit;
- (d) loss of income including interest;
- (e) loss of goodwill;
- (f) loss of anticipated savings; or
- (g) any wasted or expenditure of time whether they amount to direct or indirect loss.

29.5. We do not endorse the Savings Account in any way and accept no responsibility or liability of any kind for the provision of such by the Savings Carrier.

29.6. Nothing in these terms and conditions excludes or limits in any way our liability for:

- (a) death or personal injury caused by our negligence;
- (b) fraud or fraudulent misrepresentation; or
- (c) any other matter for which it would be illegal or unlawful for us to exclude or limit or attempt to exclude or limit our liability.



29.7. Where CIS UK is providing you with the Service you have certain rights under the FCA Rules. You can find out more about those rights by going to the FCA website [www.fca.org.uk](http://www.fca.org.uk). Where CISIL is providing you with the Service you have certain rights under the MIFID II Regulations and the Client Assets Regulations. You can find out more about those rights by going to the CBI website at [www.centralbank.ie](http://www.centralbank.ie). Nothing in these terms restricts any of these rights that you have. Where CPM AU is providing you with the Service you have certain rights under the FSG. Nothing in these terms restricts any of these rights that you have under the FSG.

29.8. We shall not be responsible for delays or failure to perform the Service due to circumstances beyond our reasonable control which may include for example market conditions, halts on trading in a market, power failures or natural disasters. Where we do suffer such delays we will try to resume the Service as soon as reasonably possible.

29.9. We shall not be liable to you for acting on your instructions or for acting in accordance with these terms and conditions, or for failing to take any action or for any breach of these terms and conditions which in each instance in our reasonable opinion would breach any applicable laws or regulations or be contrary to market practice.

29.10. Where we have sent you details on how to access your Share Plan Account via our website or, where available to you as stated in the Key Information section, our mobile app it is your responsibility to keep these details secure. So if you suspect that any of these details have been obtained by anyone else you must tell us immediately, or you will be liable for any fraudulent instructions that we may receive as we will always accept any instructions as valid if they contain these details. If you have any doubt about an instruction or you suspect that your User ID or password have been disclosed to or obtained by a third party you should contact us immediately.

29.11. You accept responsibility for all instructions you send to us or arrange to be sent to us on your behalf.

29.12. Except to the extent that we are liable to you under these terms and conditions, you indemnify us against any direct losses we suffer that are caused by:

- (a) us acting on your instructions and performance of the Service in accordance with these terms and conditions;
- (b) by any breach by you of these terms and conditions; or
- (c) by any breach by you of any provision of any Share Plan Rules.

29.13. We will be responsible for the acts and omissions of any other member of the Computershare Group to which we have delegated the performance of the Services under these terms and conditions, as if they were our acts and omissions, including the Nominee to the extent the Nominee is a member of the Computershare Group.

29.14. The provisions of this paragraph 29 will survive termination of these terms and conditions.

## Part G Who is providing the Service

### 30. Who provides you with the Service

30.1. The contract is between you and us where “us” is: Computershare Investor Services PLC (CIS UK), Computershare Investor Services (Ireland) Limited (CISIL), Computershare Plan Managers Pty Ltd and CPU Share Plans Pty Ltd (“together referred to as CPM AU”) and Computershare Trust Company, N.A. (CTCNA). Your residency will determine which of these group companies will provide you with the Service, as we stated in the Key Information section. Please note that where one of our group companies is providing you with the Service, all the rights you have under or in connection with this Agreement must be exercised against the relevant group company as they are responsible for providing you with the Service.

30.2. If you are resident in the UK, or elsewhere in the world outside Australia and the United States of America or before the Effective Date the European Economic Area, CIS UK will provide you with the Service. CIS UK is authorised and regulated by the FCA. Any Broker we use will be authorised and regulated by the FCA, but will not be registered as a Broker with the US Securities and Exchange Commission (SEC) or a member of the US based Securities Investor Protection Corporation (SIPC).

30.3. After the Effective Date if you are resident in Ireland or any other country in the European Economic Area, CISIL will provide you with the Service. CISIL is authorised and regulated by the CBI. Any Broker we use will be authorised and regulated by a European Competent Authority but will not be registered as a Broker with the US Securities and Exchange Commission (SEC) or a member of the US based Securities Investor Protection Corporation (SIPC).

30.4. If you are resident in Australia, CPM AU will provide you with the Service. Both companies comprising CPM AU hold an Australian Financial Services License and are regulated by the Australian Securities and Investment Commission (“ASIC”).

30.5. If you are resident in the United States of America, CTCNA will provide you with the Service. CTCNA is a US federally chartered limited purpose trust company authorised in the United States of America to provide the Service. CTCNA shall arrange for a Broker registered with the Securities and Exchange Commission to carry out any Share Plan Account transactions but the Broker will not be authorised or regulated by the FCA for the conduct of investment business.

30.6. When you sign up to the Service then as explained above, where you are resident will determine who will provide you with the Service. For these purposes we will treat you as resident in your country of tax residency, which you will self-certify to us. If you change where you are resident for tax self-certification purposes while you

are still using the Service then the entity providing you with the Service will automatically change at the same time. So for example if when you join the Service you are resident in the UK then CIS UK will provide you with the Service. However if you become resident in the United States of America then CTCNA will provide you with the Service. In the absence of a valid self-certification we will determine your residency by reference to the permanent address that we hold for you on our records.

## **31. Governing law and jurisdiction**

31.1. Where CIS UK is providing the Service, the Service and these terms and conditions are governed by the laws of England and we both agree that any claim brought under these terms must be brought before the courts in England.

31.2. Where CISIL is providing the Service, the Service and these terms and conditions are governed by the laws of Ireland and we both agree that any claim brought under these terms must be brought before the courts in Ireland.

31.3. Where CTCNA is providing the Service, the Service and these terms and conditions are governed by the laws of the State of New York and you and we both agree to submit to the jurisdiction of and that any claim brought under these terms must be brought exclusively before the courts of New York

31.4. Where CPM AU is providing the Service, the Service and these terms and conditions are governed by the laws of Victoria, Australia, and we both agree that any claim brought under these terms must be brought before the courts of Victoria, Australia.

## **Part H Knowing your Legal Rights**

### **32. Data protection**

32.1. In order to provide the Service to you we need to use your personal information. We may also transfer your personal information to other countries which have different data protection laws. We will only do this if we are satisfied that there are adequate safeguards, as may be legally required, in place to protect your personal information.

32.2. For full details about how we use and share your personal information please see the Privacy Policy applicable to the member of the Computershare Group who is providing you with the Service available on our website or, where available to you as stated in the Key Information section, our mobile app or you may request a copy by contacting us using the details in the Key Information section. The Privacy Policy also explains your rights in relation to your personal information and how you can exercise them.

## 33. Complaints and compensation

33.1. Where CIS UK is providing you with the Service then if you are dissatisfied with the Service we have provided you or wish to receive a copy of our complaints procedure please write to us or find a copy of our complaints procedure on our website or, where available to you as stated in the Key Information section, our mobile app. If we cannot resolve your complaint, you may refer it to the Financial Ombudsman Service, Telephone: +44 (0)800 023 4567 (free from UK landlines) or 0300 123 9123 (from UK mobiles) or at [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).

33.2. Where CIS UK is providing you with the Service then under the FSCS (Financial Services Compensation Scheme) you may be entitled to compensation if we cannot meet our financial obligations. You may be covered for up to £85,000 (or equivalent) of your investments. Where we hold your money in a client bank account and the relevant UK approved bank becomes insolvent, you may be covered under the FSCS for up to £85,000 (or equivalent) of the money on deposit with that bank. Details about our external banking partners are available on request. These amounts may be subject to change. Where we are required for operational reasons to hold your client money in a jurisdiction outside the UK, your rights in the event of insolvency may be reduced. Further details of your rights under the FSCS can be found here: [www.fscs.org.uk](http://www.fscs.org.uk).

33.3. Where CISIL is providing you with the Service then if you are dissatisfied with the Service we have provided you or wish to receive a copy of our complaints procedure please write to us or find a copy of our complaints procedure on our website. If we cannot resolve your complaint, you may refer it to the Financial Service and Pensions Ombudsman, Telephone +353 1 567 70002 or at [www.fspo.ie](http://www.fspo.ie).

33.4. Where CISIL is providing you with the Service then under the ICS (Investor Compensation Scheme) you may be entitled to compensation if we cannot meet our financial obligations. You may be covered or up to 90% of your investments to a maximum of €20,000. Where we hold your money in a client bank account and the relevant approved bank becomes insolvent, you may be covered under the Deposit Guarantee Scheme (DGC) for up to €100,000 of the money on deposit with that bank. Details about our external banking partners are available on request. These amounts may be subject to change. Where we are required for operational reasons to hold your client money in a jurisdiction outside Ireland, your rights in the event of insolvency may be reduced. Further details of your rights under the ICS and the DGS may be found here: [www.investorcompensation.ie](http://www.investorcompensation.ie) and [www.depositguarantee.ie](http://www.depositguarantee.ie).

33.5. Where the Service is provided to you by CPM AU, if you are dissatisfied with the service provided to you or have any complaints about the service please write to: Complaints Officer, Computershare Plan Managers Pty Ltd, GPO Box 658, Melbourne VIC 3001. If, despite our best efforts, you are unable to resolve your complaint within 45 days, you are entitled to refer your complaint to our approved external dispute resolution scheme provider: Australian Financial Complaints

Authority Limited, GPO Box 3 Melbourne VIC 3001, Phone number: 1800 931 678, Website: [www.afca.org.au](http://www.afca.org.au), Email: [info@afca.org.au](mailto:info@afca.org.au).

## **COMPUTERSHARE INVESTOR SERVICES (IRELAND) LIMITED CLIENT ASSET KEY INFORMATION DOCUMENT**

**This document provides you with key information about the Client Asset Regulations. It is not marketing material. The information is required by law to help you understand how client assets are protected under these regulations.**

### **An explanation of the Regulations including what constitutes client assets under the Client Asset Regulations**

The Central Bank (Supervision and Enforcement) Act 2013 (Section 48(1)) (Investment Firms) Regulations 2017 (SI 604 of 2017) (the 'Regulations') came into effect on 3 January 2018. Part 6 of the Regulations set out the regulatory requirements for investment firms in dealing with assets considered to be client assets as defined in the Regulations. Client assets include both client funds and client financial instruments. A definition of both is provided below. When a client entrusts money (funds) or financial instruments to an investment firm the Regulations are designed to protect the client's ownership of these assets.

Client Funds means:

"any money, to which the client is beneficially entitled, received from or on behalf of a client or held by the investment firm on behalf of a client and includes (without limitation) –

- (a) client funds held by or with a nominee, and (b) in the case of money that is comprised partly of client funds and partly of other money, that part of the money that is client funds, but does not include money that an investment firm –
  - (i) receives from or on behalf of the client, or
  - (ii) owes to or retains on behalf of the client and which relates exclusively to an activity of the investment firm which is not a regulated financial service"

Client Financial Instruments means:

"financial instruments as defined in Regulation 3(1) of the MiFID Regulations (European Communities (Markets in Financial Instruments) Directive 2017 (S.I. No. 375 of 2017)) or investment instruments as defined in section 2(1) of the Investment Intermediaries Act 1995, which is held by an investment firm on behalf of a client and includes, without limitation, any –

- (a) client financial instrument that is held with a nominee, and
- (b) claim relating to, or a right in or in respect of a financial instrument"

There is no minimum investment amount required for the Regulations to apply.

A copy of the Regulations (<https://www.centralbank.ie/regulation/industry-market-sectors/client-assets/client-assets-legislation>) and the Central Bank's guidance <https://www.centralbank.ie/regulation/industry-market-sectors/client->

assets/regulatory-requirements-and-guidance which provides further information on the Regulations are available on the Central Bank's website.

## How client assets are protected

### Segregation

This means that at all times client assets will not be classified as belonging to Computershare Investor Services (Ireland) Limited ('CISIL') and will be held in a designated client asset account. Ownership of these assets can therefore be clearly identified and, in the event of CISIL's insolvency, can be returned to the client. Client assets held by CISIL will only be held and used for the purpose directed by the individual client. Monies which do not relate to a regulated service will not be lodged to a client asset account.

### Designation and Registration

Before client assets are lodged with a third party (a holding bank or a custodian), be they Client Funds or Client Financial Instruments, a 'Facilities Letter' which sets out the agreement between CISIL and the third party holding client assets shall be in place. Such Facilities Letters will be obtained in advance of opening a client asset account with the third party. CISIL is required to verify that each client asset account opened is correctly designated in the records of the third party within one working day of the initial lodgement. In addition, the third party is required to confirm, in writing, that the account is set up in accordance with the Facilities Letter and the Regulations. CISIL carries out due diligence reviews on third parties at annual intervals.

### Reconciliation

The Regulations specify that reconciliation must be performed on a daily basis for Client Funds, other than fixed term deposit accounts (which must be performed at least monthly). The holdings of Client Financial Instruments held by CISIL will be reconciled at least monthly in accordance with the Regulations. CISIL must ensure that this process is subject to thorough review and oversight and is required to report any material differences to the Central Bank.

### Daily Calculation

CISIL will calculate on a daily basis whether the money held with a third party equals the client money requirements, as reflected in CISIL's records. Where a surplus exists, the firm will remove the surplus from the client asset account and conversely where a deficit exists, the firm will make good the shortfall. Where a material deficit occurs the firm has an obligation to report this to the Central Bank. The key

requirement is that the client money requirement is always equal to the amount in the client asset account.

## Client Disclosure and Consent

The Regulations set out provisions to be included in the 'Terms of Business', provided to each client at the outset of the business relationship. Separately, the Regulations also provide that clients are issued with a Client Assets Key Information Document prior to signing an investment agreement to open an account. Clients shall be updated in respect of a material change to this document within one month of any such change.

## The circumstances in which the Regulations do and do not apply and when assets cease to be client assets for the purposes of the Regulations

The Regulations apply to certain services provided by CISIL that are regulated by the Central Bank. CISIL also offers a number of unregulated services, including but not limited to Share Registration Services, Dividend Payment Services and Corporate Action Services.

Client assets cease to be client assets where: they are paid, or transferred, to the client whether directly or into an account with an eligible credit institution or relevant party in the name of the client (not being an account which is also in the name of the investment firm); or where they are paid, or transferred, to a third party on the written instruction (not required in the case of electronic system settlement) of the client and are no longer under the control of the investment firm.

## The circumstances in which CISIL holds client assets itself; holds client assets with a third party; and holds client assets in another jurisdiction

CISIL does not hold client assets itself. Should CISIL receive monies, some of which may be classified as unregulated, the firm will pay the monies into a client asset account with a third party and transfer out of or withdraw such monies which are not client monies without delay, and in any event not later than one working day after the receipt of such monies.

CISIL may hold client assets in a bank account outside of Ireland. By accepting the Terms of Business, the client acknowledges and consents to CISIL holding Client Funds and Client Financial Instruments outside of Ireland.

## The arrangements applying to the holding of client assets and the relevant risks associated with these arrangements

Where Client Funds or Client Financial Instruments are deposited in a bank outside Ireland or the EEA (European Economic Area) these client assets will be subject to the law of a jurisdiction other than Ireland or the EEA as the case may be. The legal and regulatory regime may differ in another jurisdiction and your rights relating to those client assets may differ accordingly in the event of a default of such an institution. CISIL shall always place your assets with institutions that meet specific requirements.

CISIL may hold client assets on your behalf in a pooled account. A pooled account is one containing the assets of more than one client. There is a risk, in the event of insolvency of the credit institution, relevant party or eligible custodian, that the designation of the pooled accounts as client assets may not be recognised by a liquidator or the acknowledgement of such designation will be delayed, thereby preventing or delaying CISIL's ability to control your assets.

CISIL is a member of the Investor Compensation Scheme which provides compensation to eligible investors should the firm become insolvent and is unable to return your Client Funds or Client Financial Instruments. If your loss is recognised by the Investor Compensation Scheme you may receive up to 90% of the net amount you have lost or €20,000, whichever is less. Full details of the Investor Compensation Scheme are available at [www.investorcompensation.ie](http://www.investorcompensation.ie)

CISIL has appointed a Head of Client Asset Oversight to oversee the proper implementation and operation of the Regulations and to ensure that any risks associated with the holding of client assets are mitigated in so far as possible.

While the purpose of the Regulations is to regulate and safeguard the holding of Client Assets, it can never fully eliminate all risks relating to client assets. CISIL will continually review and document, on at least an annual basis, its assessment of risks arising from its business model.

The Board of CISIL and the Central Bank will receive a copy of the annual 'Client Asset Examination', conducted by external auditors. This document reports on the quality of the systems and controls employed by the firm to ensure compliance with the Regulations.

**CISIL offers a Share Dealing Service and does not offer Investment Advice. The value of shares may fall as well as rise and it is important to note that the protection offered under the Regulations does not extend to the value of a client's investment.**

## Footer

Computershare Plan Managers is the trading name of a group of entities comprising amongst others Computershare Investor Services PLC (authorised and regulated by the UK Financial Conduct Authority, Registered Office: 12 Endeavour Square London E20 1JN) registered in England & Wales Company No. 33498808; Registered Office: The Pavilions, Bridgwater Road, Bristol BS13 8AE; Computershare Investor Services (Ireland) Limited (authorised and regulated by the Central Bank of Ireland,



Registered Office: New Wapping Street, North Wall Quay, Dublin 1, D01 F7X3, registered in Ireland Company No. 239353; Registered Office: Unit 3100, Lake Drive, Citywest Business Campus, Dublin 24, D24 AK82, Computershare Plan Managers Pty Ltd (ABN 56 084 591 131; Registered Office: 452 Johnston Street, Abbotsford, Victoria, 3067; regulated by the Australian Securities & Investments Commission), CPU Share Plans Pty Ltd (ABN 20 081 600 875; Registered Office: 452 Johnston Street, Abbotsford, Victoria, 3067; regulated by the Australian Securities & Investments Commission), Computershare Trustees (Jersey) Limited and Computershare Nominees (Channel Islands) Limited (Company No. 92182 and 79245, respectively; both registered in Jersey with Registered Office: Queensway House, Hilgrove Street, St Helier, Jersey JE1 1ES, regulated by the Jersey Financial Services Commission). Computershare Plan Managers is also a market name of Computershare Trust Company, N.A. (a federally chartered trust company primarily regulated by the Office of the Comptroller of the Currency; Registered Office: 250 Royall Street, Canton, MA 02021).

## APPENDIX ONE

### International Funds Transfers – IRISH SAYE Securities

We will charge a fixed fee of €0 for International Funds Transfers.

If you instruct a payment to you in a different currency to your plan currency a currency conversion will be performed. We will first deduct the International Fund Transfers fixed fee shown above, leaving a lower sum to be converted. The Wholesale Exchange Rate for your requested currency will then be reduced by the Foreign Exchange Spread to give the Currency Exchange Rate which will be applied to your payment, giving you your Net Payment in the requested currency.

The Foreign Exchange Spread depends upon the amount of funds you are converting:

For conversion of funds between £0 and £99,999.99 (or equivalent), the rate is reduced by 2.5%;

For conversion of funds between £100,000.00 and £499,999.99 (or equivalent), the rate is reduced by 1.6%;

For conversion of funds between £500,000.00 and £999,999.99 (or equivalent), the rate is reduced by 0.8%; and

For conversion of funds equal to or greater than £1,000,000.00 (or equivalent), the rate is reduced by 0.5%.

Please note that if your payment is not in Sterling in order to estimate the equivalent sum in Sterling and the corresponding rate reduction which will apply, you may consult any market leading currency conversion calculator. However, we can accept no liability for any estimates you make.

### Illustration:

Net Sale Proceeds in plan currency

(after deduction of dealing fees and any inbound currency conversion)  
€10,000.00

International Funds Transfer fixed fee  
€0

Balance after deduction of International Funds Transfer fixed fee  
€10000

Example Wholesale Exchange Rate  
1.2

Foreign Exchange Spread applied  
2.5%

Example Currency Exchange Rate you receive  
1.17

Foreign Exchange Spread (plan currency monetary value estimation)  
€250

Total of the International Funds Transfer fee and estimated Foreign Exchange Spread  
€250

Equivalent Net Payment in plan currency  
€9750

Net Payment  
11700 in requested currency

Please note that the illustration above is only for the purposes of estimating the currency payment which you receive. Currency conversion rates change continuously and we can accept no liability for any estimates you make.

## International Funds Transfers – All other Securities

We will charge a fixed fee of £0 for International Funds Transfers.

If you instruct a payment to you in a different currency to your plan currency a currency conversion will be performed. We will first deduct the International Fund Transfers fixed fee shown above, leaving a lower sum to be converted. The Wholesale Exchange Rate for your requested currency will then be reduced by the Foreign Exchange Spread to give the Currency Exchange Rate which will be applied to your payment, giving you your Net Payment in the requested currency.

The Foreign Exchange Spread depends upon the amount of funds you are converting:

For conversion of funds between £0 and £99,999.99 (or equivalent), the rate is reduced by 2.5%;

For conversion of funds between £100,000.00 and £499,999.99 (or equivalent), the rate is reduced by 1.6%;

For conversion of funds between £500,000.00 and £999,999.99 (or equivalent), the rate is reduced by 0.8%; and

For conversion of funds equal to or greater than £1,000,000.00 (or equivalent), the rate is reduced by 0.5%.

Please note that if your payment is not in Sterling in order to estimate the equivalent sum in Sterling and the corresponding rate reduction which will apply, you may consult any market leading currency conversion calculator. However, we can accept no liability for any estimates you make.

### Illustration:

Net Sale Proceeds in plan currency  
(after deduction of dealing fees and any inbound currency conversion)  
£10,000.00

International Funds Transfer fixed fee  
£0

Balance after deduction of International Funds Transfer fixed fee  
£10000

Example Wholesale Exchange Rate  
1.2

Foreign Exchange Spread applied  
2.5%

Example Currency Exchange Rate you receive  
1.17

Foreign Exchange Spread (plan currency monetary value estimation)  
£250

Total of the International Funds Transfer fee and estimated Foreign Exchange Spread  
£250

Equivalent Net Payment in plan currency  
£9750

Net Payment  
11700 in requested currency

Please note that the illustration above is only for the purposes of estimating the currency payment which you receive. Currency conversion rates change continuously and we can accept no liability for any estimates you make.