

Key information about this Service

REGISTRY SHARE DEALING SALES SERVICE TERMS AND CONDITIONS – ONLINE

1.1 What Service are we providing?

If you hold shares in a company whose share register is administered by Computershare, we agree to provide you with a share dealing service (Service) where you may be able to instruct us online to sell shares through a Broker on an execution only basis.

Please note that if your shares are not held through our Corporate Sponsored Nominee Service then you will have to send us your Sale Documents (which will include your share certificates and a correctly completed Form of Authority) by post in order to complete your sale.

You may only use this Service if:

- the shares that you wish to sell are shares for which we can provide a sale facility. You can check if we provide a sale facility for your shares here www.computershare.com/dealing/uk
- you are acting on your own behalf and not on behalf of a deceased shareholder or under a power of attorney;
- you are the sole owner of your shares or hold them jointly with one other person;
- if you hold the shares jointly, you must also have a joint bank account in the name of the registered holders;
- you are an individual shareholder, not a company;
- you are resident in the United Kingdom, Isle of Man or the Channel Islands;
- you are not a citizen of the United States of America; and
- you are aged 18 or over.

Whether you use the Service only once or on several occasions over a period of time (where available), a separate agreement between you and us governed by these legally binding terms and conditions will arise each time you use the Service. We are authorised and regulated by the Financial Conduct Authority.

The price of shares can go down as well as up and the income from shares 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 when we receive it and are actually able to make the transaction. Remember that past performance is no guide to future performance.

Please note that your order may be combined with other orders which may result in a more or less favourable price than if your instruction had been carried out separately. See the *General provisions relating to selling shares* section for further details.

1.2 How much will it cost you to use the Service?

When we sell your shares we will charge you a dealing fee of 1.4% of the gross sale proceeds subject to a minimum fee of £40. If the shares are held through our Corporate Sponsored Nominee Service then we will charge you a reduced dealing fee of 1% of the gross sale proceeds subject to a minimum fee of £20.

If we do not receive your share certificates in time to complete the sale of your shares then we will charge you a fee of £40 in addition to the dealing fee of 1.4% of the gross sale proceeds subject to a minimum fee of £40.

Where the total value of the shares is over £100,000, if you have lost your share certificates you will need to obtain an indemnity countersigned by a UK bank or insurance company, which will be subject to Computershare's standard fees from time to time in force. Please contact us directly to arrange this. In addition, where the value of the shares is less than £100,000, you may approach Computershare directly at any time in its capacity as company registrar, separate to its role in providing the Service, to arrange the replacement of lost share certificates, although this process will be subject to Computershare's indemnity form requirements and additional fees may apply.

Example: where you own shares represented by share certificates

If we sell 10,000 shares for you at £1 each we will charge you a dealing fee of £140, reducing the total amount paid out to you to £9,860. But if we sell 1,000 shares for you at £1 each then we will charge you our minimum dealing fee of £40.

Example: where you hold shares through our Corporate Sponsored Nominee Service

If we sell 10,000 shares at £1 each we will charge you a dealing fee of £100, reducing the total amount paid to you to £9,900. If we sell 1,000 shares for you at £1 each then we will charge you our minimum dealing fee of £20.

Example: where we do not receive your share certificate(s) in time to complete the sale of your shares

If you instruct us to sell 10,000 shares at £1 each but we do not receive your share certificate in time to complete the sale of your shares, we will charge you a dealing fee of £140 and a fixed fee of £40. You will owe us a total fee of £180. You will also owe us any additional costs that we incur to buy shares in the market in order to settle the trade on your behalf.

You may request an itemised breakdown of total costs and charges. Further information on our charges is contained in the *What are our Costs* section.

1.3 Are we providing you with any advice?

We will not provide you with any investment, taxation or legal advice, or advice on whether or not the sale or purchase of shares or donation of share proceeds is right for you. We will not assess the suitability or appropriateness of any product, service or transaction and we will not recommend or invite you to sell or buy shares or donate share sale proceeds. You will not benefit from the protection of the FCA Rules on assessing appropriateness.

It is your responsibility to make sure the Service is right for you and you may wish to seek independent professional advice before using it.

1.4 How do you contact us?

You can contact us by e-mail at web.queries@computershare.co.uk or by post. You can also telephone us on 0370 703 0084 between 08:00 to 17:30 on Business Days. The *Contacting Each Other* section has further details.

1.5 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 by electronic bank transfer using the bank account details you provide online. You must tell us if you change your contact details or your bank account.

1.6 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 has further information. Please note that we limit our liability to you under these terms and conditions. Further information is contained in the *Limits on our Liability* section.

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

When a word appears in these terms that starts with a capital letter, check to see if it appears in the list of defined terms below for its specific meaning.

"Broker"	means the stockbroker or Market Maker who we use from time to time in order to execute your instructions;
"Business Day"	means any day on which the London Stock Exchange (LSE) is open for business;
"Company"	means the company whose shares you can trade in under these terms and conditions and any other company it has control of or that is controlled by the same people who also control the company, as the context requires;
"Contract Note"	means a statement confirming the details of your transaction;
"Corporate Sponsored Nominee Service"	means the service where Computershare holds shares on your behalf under Corporate Sponsored Nominee Service terms and conditions;
"Dealing Day"	means the Business Day on which your trade is executed;
"FCA"	means the Financial Conduct Authority;
"FCA Rules"	means the rules, guidance and principles set out in the FCA handbook;
"Form of Authority"	means the form which you must complete and send to us to confirm your authority to complete the sale on your behalf;
"Market Maker"	means the broker-dealer firm which buys shares and makes shares available to purchase at published prices in order to facilitate trading;
"Online Instruction"	means the instruction that you give us through our website to instruct us to sell shares;
"Sale Documents"	means the documents that you must send us in order that we can complete your sale, which will be specified in the covering letter to your Contract Note;
"Settlement Date"	means the date on which your shares must be delivered to the buyer in order to complete your trade, which will be set out in your Contract Note;
"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
"you"	means the person(s) using this Service. Where shares are jointly held, references to "you" and "your" include all registered shareholders on a joint and several basis.

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 time, unless we say otherwise. 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.

How the Registry Share Dealing Service operates

2. Selling shares

Refer to the Key Information section for further details

- 2.1 By submitting an Online Instruction you can instruct us to sell some or all of your shares and send you the sale proceeds.
- 2.2 In order to complete your sale, you must provide us with your share certificate(s). If you have lost your share certificate(s), you will need to contact us to arrange for a replacement before you can use this Service.
- 2.3 We will send you a Contract Note confirming your transaction.
- 2.4 Where we hold a cash-balance for you at the end of a quarter we will send you a statement. We will continue to send you a statement on a quarterly basis (i.e. at regular intervals not less than four times a year) for as long as we hold a cash balance for you. You may request statements more frequently, but we may charge you for providing these.
- 2.5 If your shares are held in joint names, then any instruction received by us and given by any one of those joint holders will be deemed to have been given for and on behalf of all of them. By giving us an instruction, you warrant to us that you have the necessary authority to give that instruction for and on behalf of all joint holders, and you agree to indemnify us against any loss we may suffer in the event that warranty is not true.

3. How and when we will sell your shares

- 3.1 You may instruct us to sell your shares by submitting an Online Instruction.
- 3.2 Due to anti-money laundering regulations (which aim to prevent criminal property being used or disguised as legitimate wealth) you may have to produce satisfactory evidence of your identity. Until you have provided this evidence we will be unable to accept any instructions from you or provide you with any other services.
- 3.3 We will execute your trade as soon as possible after we accept your Online Instruction and have verified your identity.
- 3.4 Once we have executed your trade, we will send you a Contract Note. A communication alongside the Contract Note will confirm the Sale Documents that you must send us in order to complete your sale. Unless you hold your shares through our Corporate Sponsored Nominee Service, the Sale Documents will include your share certificate(s) and a correctly completed Form of Authority.
- 3.5 We must receive your Sale Documents at least three Business Days before the Settlement Date.
- 3.6 You should send the Sale Documents to the address appearing on the Contract Note and it is your responsibility to ensure that they reach us in time to complete your sale.
- 3.7 We will only accept one share dealing instruction from you to sell your shares. You are not able to set a minimum price at which your shares are to be sold. We use a Broker to carry out your instructions.
- 3.8 If you receive a benefit (such as a dividend) in respect of shares which you have sold, you may need to pay or transfer that benefit to the new owner of the shares. We may contact you if we become aware of this. You may then lose your benefit entitlement, from the day on which the shares are traded on the relevant exchange, not from when the transfer is registered by the relevant registrar. If we are aware of a claim when we receive the money we may deduct any relevant amount from the proceeds of sale.
- 3.9 When we receive the monies from the Broker we will send an electronic payment to the bank account details that you have provided in your Online Instruction. We will only make payment to bank accounts in the United Kingdom, Isle of Man and Channel Islands. We will not accept any instructions to make payment to anyone other than a registered shareholder. Where shares are jointly held we will only make payment into a joint bank account in the name of the registered holders. You agree that any payment is made subject to the rights of all joint shareholders and agree that we are not responsible for the distribution of the funds between shareholders.

- 3.10 If you have only sold some of your shares then we will send you a new share certificate for your remaining shares.

4. If we do not receive your share certificates

- 4.1 If we do not receive your Sale Documents at least three Business Days before the Settlement Date, we may not be able to complete the sale of your shares.
- 4.2 If we have not received your Sale Documents within seven Business Days from your Dealing Day, then you agree that we may buy shares on your behalf in order to settle your trade on the Settlement Date.
- 4.3 If we buy shares on your behalf to settle your trade, then you will pay us a fee of £40 to cover the costs that we incur in addition to a dealing fee of 1.4% of the gross sale proceeds subject to a minimum fee of £40. You will also pay us the amount of any increase between the price the shares were sold on the Dealing Day and the price we purchase shares on your behalf to settle your trade. If the share price has gone down in that period then you agree that we may keep the amount of the difference. We will send you an updated Contract Note. In these circumstances, if your Sale Documents are received after the Settlement Date then we will return your share certificate(s) to you.

5. What are our Costs?

Refer to the Key Information section for further details

- 5.1 Our costs are set out in the *Key Information* section.
- 5.2 All applicable UK Value Added Tax (VAT) on our fees, commissions and charges is payable by you to us. Our dealing and currency conversion fees are exclusive of VAT, but currently no VAT is applicable to these fees. If that situation changes in the future we will charge you VAT without notifying you beforehand.
- 5.3 Where the *Key Information* section states that we will pay the Broker a fee for providing its service to us, such fee will be included within the fee we charge you. The Broker will send us the sale proceeds. We will then deduct any remaining costs. We will then send the balance to you. We will not send you the balance until we have received it from the Broker. If you would like further information on this arrangement please contact us using the details in the *Contacting Each Other* section.

6. General provisions relating to selling shares

- 6.1 If you instruct us to deal in your shares then 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. We and the Broker will then take all sufficient steps to obtain the best possible results for you. Through the appointed Broker, we will execute your orders through the execution venues as listed in our Order Handling Policy which you can access on our website or by writing to us at The Pavilions, Bridgwater Road, Bristol BS13 8AE, United Kingdom. In deciding which execution venue to use we and 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 our top five execution venues from the previous year is available on our website. 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.
- 6.2 By using 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.
- 6.3 We and the Broker have to get you the best price reasonably available when we deal on your behalf. We or the Broker may therefore sometimes delay a transaction for several Business Days if we think that is in your best interests.
- 6.4 We will only accept Online Instructions.
- 6.5 We may reject instructions from you. We will notify you in writing as soon as possible if we decide not to accept an instruction from you. You may not cancel or amend any instructions to buy or sell shares once you have submitted your Online Instruction.

- 6.6 We will send you a Contract Note one Business Day after the Broker has confirmed to us the sale of shares. The Contract Note will detail the number of shares sold on your behalf, all applicable costs and the price they were sold for.
- 6.7 When we execute your instruction we are irrevocably and unconditionally appointed to act as your agent. 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. When you instruct us as your agent you confirm to us that you are entitled to do so and that no one else has any rights over your shares.
- 6.8 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.
- 6.9 Where trading in your shares is halted or suspended we will not be able to process any outstanding instructions you have given us until trading resumes. In the meantime we will treat your money as described in the *General* section. We accept no responsibility for the impact that any such suspension may have on the price we may then have to buy or sell your shares for.
- 6.10 Where the overall transaction is above a certain size then we may need two Business Days (or more) to process it.
- 6.11 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. We will act in compliance with our Order Handling Policy in order to correct any errors.

7. Shares dealt in a currency other than Sterling

- 7.1 If you instruct us to sell shares that are denominated in a currency other than sterling then before we send the proceeds of any sale to you we will arrange for the conversion of proceeds into sterling. We will have your authority to sign, complete and deliver any 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 shares or we may convert the currency ourselves.
- 7.2 We will carry out the currency conversion using a competitive rate based on a wholesale exchange rate. The wholesale rate is a point in time rate that is updated throughout the day subject to the availability of currencies for online trading. It will be derived from a reliable foreign exchange feed such as Reuters or Bloomberg and will also be dependent upon the ability to buy and/or sell currencies and the bulk buying position.
- 7.3 We or the Broker may combine a number of foreign currency conversion instructions for shares 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.
- 7.4 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 such movement in the currency exchange rate.

General information

1. Limits on our Liability

- 1.1 We will provide the Service with reasonable care and skill.
- 1.2 We are not liable for losses unless they are foreseeable by each of us at the time we enter into an agreement governed by these terms and conditions and are caused by our breach of these terms and conditions, negligence, wilful default or fraud.
- 1.3 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, custodians and central securities depositories but otherwise excludes our own sub-contractors) subject to the provisions of these terms and conditions;
 - (c) documents getting lost or delayed in the post;
 - (d) delays over the internet before your communication reaches our website;
 - (e) your online communication being intercepted or hacked before it reaches our website;
 - (f) any planned maintenance that we have to carry out which will normally take place outside Business Hours;
 - (g) fraudulent instructions;
 - (h) us acting on your instructions; and/or
 - (i) unclear instructions.
- 1.4 We are not liable for any indirect losses or consequential loss 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 income including interest;
 - (d) loss of goodwill;
 - (e) loss of anticipated savings; or
 - (f) any wasted time,

whether they amount to direct or indirect loss.

- 1.5 Nothing in these terms and conditions excludes or limits in any way our liability for:
- (a) death or personal injury caused by our negligence; or
 - (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.
- 1.6 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.
- 1.7 Where we have sent you details on how to access your account online 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 you should telephone us immediately.
- 1.8 You accept responsibility for all instructions you send to us or arrange to be sent to us on your behalf.

2. Contacting Each Other

- 2.1 If you want to contact us then you may do so using the details in the *Key Information* section or by writing to us at Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6ZZ. We will normally contact you by email if we have your email address, otherwise we will use the post.

- 2.2 When 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 UK domestic post, two Business Days after sending;
 - (c) sent by international post (outside the UK), five Business Days after sending; and
 - (d) delivered by email or via our website, immediately.

- 2.3 We provide these terms and conditions in English and we will only communicate with you in English when providing the Service. If we translate these terms and conditions into another language they should be treated as being informative only. We will only be bound by the English version of these terms and conditions which govern the Service.

3. General

- 3.1 We reserve the right to reject instructions from you. We may do this if we think we need to obtain further information from you, or to comply with any legal requirements (for example: obtaining evidence of identity to comply with money laundering regulations), if it's incorrectly completed, or to investigate any other issues we may have with your instructions. 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.
- 3.2 We will not do anything which we think would or might break any relevant laws, rules, regulations or codes, or risk exposing us to criticism for behaving improperly or not acting in accordance with good market practice.
- 3.3 When we provide you with the Service you agree that we can hold your money in a UK bank chosen by us. Under the law that will apply, we will not be responsible for anything a UK bank does or fails to do with your money. The money will be held in a separate pooled client money bank account together with other clients' monies but separate from our money. You will still have the same rights to your money. The account will be governed by the FCA Rules on client money. All money belonging to clients will be held on trust for the sole benefit of clients. We will not pay interest on monies we hold for you. If the bank becomes insolvent we will try to recoup your money on your behalf. If there is a shortfall in the money held in the client money account, all clients will share any shortfall proportionately. In this situation you may not recover all your money. You may then be able to make a claim under the Financial Services Compensation Scheme (FSCS). Sometimes, in exceptional circumstances, it may be necessary for us to hold your money in a bank based outside of the UK (for example, to facilitate payments to you if you are based outside the UK). If so, we will take all reasonable steps to protect your money in line with local laws, which may be different from the laws in the UK. Your rights if the bank becomes insolvent may be reduced in this instance.
- 3.4 If we hold your money and there has been no movement in your balance for at least six years, other than for 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 you again. If the amount is more than £25 (or equivalent) after the 28 day notice period expires, we will make at least one further attempt to contact you using other means, before donating the money to charity.
- 3.5 If we move all or part of our business to another provider, after the move is complete we will no longer hold your money in the client money bank account. We will exercise due skill, care and diligence in assessing whether the provider that we are transferring your client money to will follow the requirements of the FCA Rules or apply adequate equivalent measures to protect your client money.
- 3.6 Where we owe you money we will round down the monies payable to the nearest penny. Where you owe us money we will round it up to the nearest penny. In each case we will keep the difference for our own benefit.
- 3.7 We may withdraw the Service from you immediately due to a change in law or regulation 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.

3.8 In offering the Service we will treat you as a "retail client". As a retail client you are protected by the FCA Rules and you may be eligible for compensation under the FSCS, as described further in the *Complaints and Compensation* section.

3.9 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 you may request a copy by writing to us at Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS13 8AE, United Kingdom.

3.10 Only you or us 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.

3.11 These terms and conditions are governed by the laws of England. You agree that any action must be brought in an English Court.

3.12 If any of these terms and conditions is found to be unfair we will not be able to rely upon it. However that will not have any impact on the other terms and conditions which will remain in force.

3.13 You may not use this Service in a country where it would be either illegal to do so or that would require us to observe regulatory procedures or legal formalities in addition to those required in England and Wales.

4. Data Protection

4.1 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 in place to protect your personal information.

4.2 For full details about how we use and share your personal information please see our Privacy Policy, which is available on our website or you may request a copy by writing to us at Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS13 8AE, United Kingdom. The Privacy Policy also explains your rights in relation to your personal information and how you can exercise them.

4.3 When you use the Service we will conduct a search with a credit reference agency ("CRA") for the purposes of verifying your identity. The CRA may check the details that you supply against any particulars on any database (public or otherwise) to which the CRA has access in order to verify your identity. The CRA will retain a record of this search.

5. Complaints and Compensation

5.1 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 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.

5.2 Under the FSCS you may be entitled to compensation if we cannot meet our financial obligations. For further information and compensation limits, please refer to the 'Investments' section at www.fscs.org.uk/what-we-cover/. Where we hold your money in a client bank account and the relevant UK approved bank becomes insolvent, you may also be covered under the FSCS. In this scenario, please refer to the 'Banks, building societies and credit unions' section. Details about our external banking partners are available on request. These amounts may be subject to change. Where we are required 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.