

Equiniti Shareview Terms and Conditions

1. INTRODUCTION

These terms and conditions ("this agreement") set out your rights and obligations in connection with your use of the Shareview Service which we make available through the Shareview Website. All the terms of this agreement are legally binding, so please read them through carefully.

You can use the **Shareview Service** to access information about certain securities for which we act as Registrar and which you hold. You can do this by recording details of your eligible interests in such securities as '**Holdings**' in a Shareview Login which you create in the manner described in this agreement.

For convenience, you can also use the Shareview Service to store details of securities (whether or not we are the Registrar) as '**Memorandum Entries**'.

This agreement:

- if you are an existing customer, replaces all earlier terms and conditions relating to the Shareview Service except where we advise you otherwise;
- should be read together with [Limitations of Service](#) which as explained below sets out certain limitations that apply to the Shareview Service and other matters that you should take into account when using the Shareview Service.

In the last section you will find definitions of some of the words and phrases used in the rest of this agreement.

2. APPLICATION

2.1. The information relating to the Shareview Service on the Shareview Website constitutes an invitation by us to you to apply for the Shareview Service. For the avoidance of doubt, this information is not an offer by us to contract with you to provide the Shareview Service to you and we are not bound to accept or consider any application submitted to us.

2.2. In order to register for the Shareview Service, you must:

- be aged 18 or over (this requirement does not apply if the applicant is a company);
- have sufficient access to the internet to the standards set out in the [Technical Help](#) section of the Shareview Website;
- enter valid details of a company for which we are the Registrar and in respect of which you are recorded by us as having a holding either alone or, if you hold it jointly with others, as the first named holder (this will be your first Holding); and
- choose a Password.

2.3. The Shareview Service is aimed at individuals with UK registered holdings and may not be available to persons outside the UK. We may from time to time notify you of the geographical limits on the availability of the Shareview Service.

2.4. When you complete all the details requested in the online application form [Enter your details](#) and click the 'GO' button you:

- confirm that you have read and have agreed to be bound by the terms and conditions of this agreement;
- confirm that where joint holdings of securities are affected, you are acting with the consent of all joint holders;
- make an offer to apply for the Shareview Service on the terms of this agreement.

2.5. Your Access Number will be sent by post to the address to which the securities entered as Holding(s) in your Shareview Login are registered.

2.6. The exact form of name and registered address which are recorded in the relevant register of securities (as amended, from time to time, in accordance with your instructions to us backed by the appropriate documentation) for the first Holding of which you provide us with details under Clause 2.2 when registering for the Shareview Service are referred to in this Agreement as your "Shareview Login Name and Address". This will be used to send you essential information such as notification of your unique Access number, or a subsequent reminder. Therefore it is important that you keep this up to date. In the event that you remove the Holding on which your Shareview Login Name and Address is based from your Shareview Login (e.g. by sale of the securities), your Shareview Login Name and Address will be the exact form of name and address which are recorded in the relevant register of securities for the Holding which has been in your Shareview Login longer than any of your other remaining Holdings. If you have holdings of securities using different names or registered to different addresses, you can register separately for the Shareview Service against each separate name and/or address, but please note that our system will treat each such separate registration as being a separate Shareview Login entered by a different person and will not make any link between them or amalgamate them in any way. If you want more information about changing the name and address against which any securities you hold are registered, please contact us using the telephone number or postal address in the [Contact Us](#) section of the Shareview Website.

3. YOUR E-MAIL ADDRESS

3.1. You must register an e-mail address to register for the Shareview Service. You must ensure that you update your Shareview Login immediately with any change in your e-mail address by using the facility in the 'Your Details' section of the Shareview Website.

3.2. You can use the Shareview Service to notify us of your preferred format for company mailings. If you select the e-mail preference, we will send you mailings electronically instead of on paper, whenever this alternative is available. If you have any Holdings in your Shareview Login which relate to securities which you hold jointly with others you must not select the e-mail preference unless you have the consent of all of the other joint holders of those securities. This mailing preference will be applied to **all** Holdings in your Shareview Login where electronic company mailings are offered. Where electronic mailings are not offered you will continue to receive these by post. **Please note:** if you want to indicate an e-mail preference for some Holdings and a conventional mail preference for others, you will need to have two separate registrations for the Shareview Service for those Holdings, select different preferences for each and allocate your securities between the two registered Shareview Logins according to which you want to operate on an e-mail preference basis and which on a conventional mailing preference basis. Please also note, however, that if you do this, our system will treat each such separate registered Shareview Login as being registered by a separate person and will not make any link between them or amalgamate them in any way.

3.3. Company mailings may include notices of meetings, annual reports or reviews, dividend information or notification of company schemes or products in which you may be interested. You should note that e-mail is not a completely reliable or secure method of communication and we cannot accept responsibility if information which you have requested be sent to you by e-mail is lost in transmission.

4. ADDING HOLDINGS TO YOUR SHAREVIEW LOGIN

4.1. A Holding is added to your Shareview Login by selecting, from the list of securities for which we act as Registrar, a named security in respect of which you are recorded by us as having a holding either alone or, if you hold the security jointly with others, as the first named holder. The name of the holder of any security to be added to your Shareview Login (or the first named holder in the case of a joint holding) and the post code of the address registered for the holder of that security must match exactly your Shareview Login Name and Address.

4.2. We will update the balance of your Holding(s) with acquisitions or disposals entered in our records provided that those transactions are made using your Shareview Login Name and Address. We may

also update your Shareview Login Name and Address to reflect any changes you notify to us (e.g. as a result of marriage) with the necessary supporting documentation (e.g. a marriage certificate). However, it is important for the purposes of security that you ensure that all of your interests in securities represented by Holdings in your Shareview Login are registered to the Shareview Login Name and Address. If at any time the name and address in which a Holding is registered no longer corresponds with the Shareview Login Name and Address we will notify you of this when you next access your Shareview Login. Until you confirm the name and address of that Holding with the Shareview Login Name and Address we will be able to update the balance of that Holding only where the transactions are made in the name and address of that Holding (transactions in those securities using the Shareview Login Name and Address will not be noted in your Shareview Login).

4.3. If a Holding in your Shareview Login is also held in another Shareview Login, we may notify you when you next log on. You can then contact us if this is cause for concern using the telephone number or postal address in the [Contact Us](#) section of the Shareview Website.

4.4. You may add or remove a Holding whenever you access the Shareview Service.

4.5. The Shareview Service may also provide an Indicative Price for each Holding and certain other information (e.g. recent dividends paid, recent balance movements, standing instructions for the payment of dividends into a particular bank account, etc) as we may from time to time make available as part of the Shareview Service.

5. ADDING A MEMORANDUM ENTRY

5.1. You can choose from a range of securities (which may be wider than those for which we act as Registrar) to add a security as a Memorandum Entry to your Shareview Login, for example where you wish to include a security in a company for whom we are not the Registrar, or where you are not the first named holder or where you hold a security under name or address details which are not the same as your Shareview Login Name and Address.

5.2. We will **not** update the balance of Memorandum Entries even where we are the Registrar in respect of any of the relevant securities. You alone will be responsible for maintaining the details of your Memorandum Entries.

5.3. You may add or remove a Memorandum Entry whenever you access the Shareview Service.

5.4. The Shareview Service may also provide an Indicative Price for each Memorandum Entry but the other information which we provide in relation to Holdings (e.g. recent balance movements, standing instructions for the payment of dividends into a particular bank account, etc) will **not** be available for Memorandum Entries.

6. THE SHAREVIEW LOGIN

6.1. If for any reason (for example in accordance with Clause 6.5) and at any time, all of your Holdings have been removed from your Shareview Login:

- you may continue to use the Shareview Login for any Memorandum Entries you may have; but
- your Shareview Login Name and Address will no longer be updated; and
- you may not be able to add a new Holding in respect of a security for which we act as Registrar; instead you will need to submit a new online application and open a new Shareview Login.

6.2. Where joint holdings are included in your Shareview Login, whether as Holdings or Memorandum Entries, you must have the permission of all holders to input and access information relating to those joint holdings.

6.3. You have the responsibility for maintaining your Shareview Login, adding or removing Holdings and Memorandum Entries as appropriate. The Shareview Login is not a register of legal ownership of securities but is simply a convenient means of displaying information about some of the securities you hold.

6.4. If you do not logon to the Shareview Service for 18 months, your Shareview Login may be deleted and your use of the Shareview Service may be terminated.

6.5. If the balance of securities represented in a Holding in your Shareview Login stays at zero for one month, the details of that Holding may be removed from your Shareview Login. Any new acquisition of such securities will then have to be added to your Shareview Login in the way described in Clause 4.1.

7. LIMITATIONS ON THE SHAREVIEW SERVICE

7.1. It is important to remember that the balance of your holdings shown under any Holding or Memorandum Entry in your Shareview Login will not always reflect your actual holding.

7.2. The accuracy of the Indicative Price for any one of your Holdings or Memorandum Entries, or the Indicative Value of the Shareview Login, depends on the accuracy of the Shareview Login, the individual Holdings and Memorandum Entries and the price information we receive. This price information is not real time. You MUST NOT use the Indicative Price or the Indicative Value as the basis of a decision to deal or not to deal in securities.

7.3. In Limitations of Service you will find a full explanation of these and other limitations on the accuracy of information made available to you through the Shareview Service.

7.4. You can obtain an accurate statement of your holdings in respect of any Holding as at any particular day by writing to us at the address given in the Contact Us section of the Shareview Website quoting the name of the security, your shareholder reference number or unique reference number and your name and address.

7.5. You can obtain an accurate statement of your holdings in respect of any Memorandum Entry as at any particular day by writing to the registrar of the relevant security quoting the name of the security, your shareholder reference number or unique reference number (if any), your name and address and any other information that the registrar may require.

8. USEFUL INFORMATION

8.1. Useful information is available through the main menu and includes Important Information, how to Update Details, Frequently Asked Questions (FAQs), Contact Us and Technical Help.

9. YOUR RESPONSIBILITIES FOR SECURITY

9.1. To ensure that you alone are able to access your Shareview Login and give instructions concerning your Shareview Login through the Shareview Service, you must keep strictly to the following security procedures.

9.2. To enable you to use the Shareview Service, we will give you your Access Number and you must choose your own Password. These are your security codes and both will be used to identify you whenever you access the service.

Safeguarding your Passwords

9.3. Your Password must be at least 4 and no more than 8 characters long using any combination of letters and numbers. You must change your Password each time you are required to do so. You must not choose a Password you have used at any time before. You can also change your own Password and we advise you to do so regularly.

9.4. Whenever you choose a Password, you must take care not to choose a combination that is likely to be guessed by anyone trying to access the Shareview Service pretending to be you: for example, you should avoid your own or a relative's birthday, a child's name or initials, or any part of your telephone number.

9.5. You must take all reasonable steps to ensure that any Password stays secret. You must not disclose any details of any Password to someone else, even to someone who jointly holds shares in your Shareview Login, or to a Bank staff member, or to someone giving assistance on a technical helpdesk in connection with the Shareview Service.

9.6. You must not record your Password or Access Number in a way that could make it recognisable as such.

9.7. If you discover, or suspect that your Access Number and/or Password is no longer secret, you must immediately change your Password yourself through the Shareview Service. If you are unable to change the Password you should contact us using the telephone number or address given in the [Contact Us](#) section of the Shareview Website. If you suspect misuse of your Shareview Login, you should contact us using the telephone number or address given in the [Contact Us](#) section of the Shareview Website and we may then suspend use of your Shareview Login.

Other Security safeguards

9.8. You must not allow anyone else to operate the Shareview Service on your behalf.

9.9. You must not leave your system unattended while you are online to the Shareview Service.

9.10. You must not access the Shareview Service from any computer connected to a local area network (or LAN) without first making sure that no one else will be able to observe or copy your access or get access to the Shareview Service pretending to be you.

9.11. You must comply with any other requirements designed to protect the security of your use of the Shareview Service that are notified to you in any way.

9.12. If you are a Company, it is your responsibility to ensure that only properly authorised employees are able to operate the Shareview Service on your behalf and that they comply with all the requirements designed to protect the security of your use of the Shareview Service.

Forgotten Access Number or Password

9.13. If you forget your Access Number, you can order a reminder by entering the details of one of the Holdings in your Shareview Login and your Password. The reminder will be sent, by post, to the Shareview Login Name and Address.

9.14. If you forget your Password, you can ask us to reset it by entering your Access Number. The new Password will be sent by unencrypted e-mail to the e-mail address which you have registered with us (you **must** then change the Password to one of your own choosing). You should therefore keep your registered e-mail address up to date but note that you will be required to provide your Password and Access Number to change your e-mail address.

10. AUTHORITY TO ACT ON YOUR INSTRUCTIONS

10.1. You agree that the use of the Access Number and Password agreed between us for the Shareview Service is adequate identification of you. We are entitled to act on your electronic instructions with regard to the Shareview Login given using the Access Number and Password via the Shareview Service, without obtaining any further written or other confirmation from you and even if those instructions are not actually given or authorised by you (except where the instruction is given

after you have notified us that you have discovered or suspect that the Access Number and/or Password is known to someone else in accordance with Clause 9.7).

10.2. An instruction may not always be processed as soon as it is given. Time may be required for some instructions to be processed and certain instructions may only be processed during normal business hours even though the Shareview Service may be operational outside such hours.

11. OPERATING TIMES CHANGES OR DISRUPTIONS

11.1. The Shareview Service will usually be available for use 24 hours a day or at other times notified to you. However routine maintenance requirements, excess demand on the systems and circumstances beyond our control may mean it is not always possible for the Shareview Service to be available at all times. In connection with the Shareview Service, we are entitled at any time to:

- change the mode of operation or the facilities available, or
- end the provision of the Shareview Service.

If we decide to change or end the Shareview Service, we will try to give you 30 days' notice, or whatever shorter notice period may be reasonable in the circumstances. See also our right to make changes to these terms and conditions in Clause 16 below.

12. SHAREVIEW SERVICE: THE SOFTWARE AND HARDWARE

Software compatibility

12.1. Each time you access the Shareview Service, it may automatically provide your System with the Shareview Service Software necessary to enable you to access and operate the Shareview Service. Alternatively the Shareview Service Software may be supplied to you in some other way. It is your responsibility to ensure that the Shareview Service Software that is supplied to you is compatible with a computer or other device from which you access the Shareview Service and any software on that computer or other device.

Protecting against viruses

12.2. You must take all reasonable practicable measures to ensure that any computer or other device through which you access the Shareview Service is free of any computer virus and is adequately maintained in every way. The Shareview Service can be accessed through the Internet, a public system over which we have no control: you must therefore ensure that any computer or other device you use to access the Shareview Service is adequately protected against acquiring a virus.

Using other people's computers

12.3. You must not access the Shareview Service using any computer or other device which you do not own unless you have first obtained the owner's permission. If you breach this rule, you must compensate us for any loss we suffer as a result.

Access through third party services

12.4. We cannot be responsible for:

- any services through which you access the Shareview Service that are not controlled by us, and
- any loss you may suffer as a result of your using such a service.

You must comply with all the terms and conditions of such a service and pay all the charges connected with it.

Ownership rights in connection with the Shareview Service Software and other information

12.5. By supplying you with the Shareview Service Software to access the Shareview Service, we are granting you a non-exclusive, non-transferable, temporary licence to use the Shareview Service Software for the purpose of accessing the Shareview Service, and for no other purpose. The Shareview Service Software and all other material and information supplied to you, including User Guidance, contains valuable information that belongs to ourselves or others. You must not, and you must not permit any third party to:

- use them except in connection with operating the Shareview Service, or
- take copies, sell, assign, lease, sub-licence or otherwise transfer them to any third party, or
- try to decompile, reverse engineer, input or compile any of the Shareview Service Software.

12.6. The Shareview Service is aimed at holders using a UK registered postal address. If you access the Shareview Service from a country outside the UK, you are responsible for complying with the local laws of that country, including obtaining any licence needed for the import of the Shareview Service Software (and, in particular, the encryption software which it contains) into that country.

13. THE EXTENT OF OUR LIABILITY FOR YOUR LOSS OR DAMAGE

13.1. If we are liable for any loss or damage to you as a result of your use of the Shareview Service, except where fraud is involved, we shall only be liable for loss or damage that, in the ordinary course of events, might reasonably be expected to result from the circumstances in question for a normal user of the Shareview Service, even if you have informed us or we ought to be aware of unusual circumstances relating to you. Except where fraud is involved, we shall therefore not be liable for any indirect, special or consequential loss (including direct or indirect loss of profit). This applies even when the loss or damage results from negligence on our part. 13.2. We are not liable for any direct loss or damage to you as a result of making the Shareview Service available to you, unless the loss or damage is directly caused by our fraud, negligence or our deliberate default. Examples of circumstances in which we will not be liable to you for loss or damage resulting to you through the use of the Shareview Service include (but are not limited to):

- when there are inaccuracies in your Shareview Login as a result of changes being made on the basis of instructions given with your Access Number and Password but which are not given by you or us (except where the instruction is given **after** you have notified us that you have discovered or suspect that the Access Number and/or Password is known to someone else in accordance with Clause 9.7);
- when there are inaccuracies in your Shareview Login which are a result of the limitations on the Shareview Service explained in Limitations of Service;
- any machine, system or communications failure, industrial dispute or other circumstances beyond our control that leads either to a Shareview Service being totally or partially unavailable or to instructions given via the Shareview Service not being acted upon promptly or at all;
- your relying on any financial information provided as part, or by means, of the Shareview Service;
- any misuse of your System by yourself or anyone else other than us; and
- any access to information about your Shareview Login that is obtained by a third party as a result of your using or applying for the Shareview Service (except where that access is obtained as a result of our fraud, negligence or deliberate default).

14. IF YOU BREACH A TERM OF THIS AGREEMENT

14.1. You must compensate us for any loss we suffer as a result of you breaching any term of this agreement.

15. ENDING YOUR USE OF THE SHAREVIEW SERVICE

15.1. You may cancel your use of the Shareview Service at any time by selecting 'Delete your Shareview Login' listed under the administration section on the Shareview Service, or (if this function is not available) by writing to us at Equiniti Ltd, Implementation & Self Service Team, 54 Pershore Rd South, Kings Norton, Birmingham, B30 3EP, providing details of your name, address (including post code) and the companies you hold securities in.

15.2. We have the right to end or suspend your use of the Shareview Service at any time. We will usually give you at least 30 days' notice. However, we may give you a shorter notice period or none at all if we consider it necessary, for example, because of security concerns.

15.3. We will be entitled to end your use of the Shareview Service immediately if, in respect of any security included in your Shareview Login which you hold jointly with others, any joint holder objects to that holding being included in the Shareview Login.

16. OUR RIGHT TO MAKE CHANGES TO THIS AGREEMENT

16.1. We have the right to change the terms of this agreement at any time by displaying a message when you visit the Shareview Website or by giving you notice either by post, by e-mail or as explained in Clause 18.3 below. Such changes will only be made to:

- comply with changes in law or regulation
- correct inaccuracies, errors or ambiguities
- take account of any corporate reorganisation inside the Equiniti Group or a transfer of our rights, benefits and/or obligations under these terms and conditions to a third party, and/or
- reflect changes in the scope and nature of the service we are able to provide, having regard to
 - our agreements with companies for whom we act as Registrar
 - the CREST rules and regulations, and our CREST membership
 - our computer or database systems
 - administrative procedures and routines, and/or
 - market practice and overall customer requirements.

16.2. We will use our reasonable endeavours to give you 30 days' notice as explained above before any change takes effect. This notice period maybe shorter, however, in some circumstances, including without limitation:

- where this is necessary in order to protect the security of the Shareview Service;
- in other circumstances beyond our control; or
- where you register for the Shareview service at a time when we have already notified other customers of a proposed change to this agreement, which will come into effect in less than 30 days from the time you registered.

But please remember, you have the right to end your use of the Shareview Service at any time, if you do not like an alteration that we propose to make to these terms and conditions, by following the procedure in Clause 15 above.

We may take your continued use of the Shareview service after a change had been made as explained above as your acceptance of the revised terms and conditions.

17. THE VALIDITY OF THE TERMS OF THIS AGREEMENT

17.1. If one or part of the terms of this agreement proves to be legally unsound or unenforceable in any way, this will not affect the validity of the remaining terms in any way.

17.2. We believe the terms of this agreement are fair to you and to us. If any one or part of them proves to be not legally valid because it is unfair or for any other reason, we are entitled to treat that term as changed in a way that makes it fair and valid.

17.3. If we relax any of the terms of this agreement once, this may be just on a temporary basis or as a special case; it will not affect our right to enforce that term strictly again at any time.

18. COMMUNICATIONS BETWEEN US

18.1. Except for situations where this agreement refers to your giving us notice by telephone, you should give us any other formal notices in connection with the Shareview Service in writing (in hard copy form) to: Equiniti Limited, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA (or any other address we may let you have from time to time for this purpose).

18.2. Electronic mail is not a completely reliable or secure method of communication and you must not use it for sending us notices in connection with the terms of this agreement.

18.3 We will send you all notices and other documents relating to the Shareview service electronically to the email address we hold for you (displayed on Shareview) or by post to the Shareview Login Name and Address. We will also have a discretion to use the Shareview Website to provide to you (together with other users of the Shareview Service), general information or documents in the future. For example, we may use the website to advise you of updates or amendments to these terms and conditions, rather than having to send this type of information to you (and all other users of the Shareview Service) individually by email.

19. OUR WEBSITE ADVERTISING

19.1. From time to time we may advertise our own products or Shareview Service, and those of other companies including other companies in the Equiniti Group, on the Shareview Website through which you access the Shareview Service or through the Shareview Service itself. These advertisements are built into the Shareview Service and cannot be suppressed. Accordingly, if, in connection with any other agreements with us, you have asked us not to send you any marketing material (or if you do so in the future), you agree that this restriction will not apply to advertisements of this nature and consent to receiving them when accessing the Shareview Website or the Shareview Service.

19.2. Products and services advertised will only be available to you if you are resident in the UK unless otherwise stated.

20. Protecting your personal data

20.1 You agree that we may keep the personal details that you or others give us during your relationship with us on an Equiniti database. These details may include

- information that you or your agents give us on application forms, in letters, via electronic messages or over the phone
- what we know from providing you with services and analysing the transactions you carry out through us
- information that comes to us from credit reference and fraud detection agencies or services, and registration or stockbroking industry exchanges
- information we receive from our client companies or their agents.

We may store, use and process your personal information in order to

- assess your application participate in this service
- provide you with services
- identify other products and services that might be suitable for you
- keep our records about you up to date

- check your identity
- prevent and detect fraud and/or money laundering
- recover debts, and
- carry out research and statistical analysis about our services and how we might improve them. Sometimes we may use an outside market research agency to do this for us, in which case we undertake to ensure that they appropriately protect any personal customer data we share with them.

Unless you tell us not to, we may share your information with the Equiniti Group and we or they may contact you by email (where this is permitted) or post about

- Equiniti Group products and services we believe may interest you. Our group includes all companies with the Equiniti name and associated companies
- selected products and services from third party businesses we know and trust.

If you prefer not to receive this kind of information, simply let us know by visiting www.shareview.co.uk/clients/shareviewoptout

20.2 Under the Data Protection Act 1998 you are entitled to a copy of the information we hold about you on request, on payment of a fee. If you think any information we hold about you is inaccurate, do not hesitate to let us know so that we can correct it.

20.3 The information we hold about you is confidential. We will only ever disclose it

- at your request or with your consent
- in line with Clause 20.1 above
- if the law requires or permits disclosure, or there is a duty to the public to reveal it
- if we are asked to do so by the Financial Services Authority, the London Stock Exchange or any other relevant regulatory authority or exchange in the UK or overseas
- to investigate or prevent fraud or other crimes
- to the company or companies for whom we act as Registrar so that they can update their own records about you
- to our agents and others in connection with running accounts and other services for you
- to any individual or company to whom we propose to transfer our obligations and rights in line with Clause 21 of this agreement
- if we cease to act as Registrar for one of the companies in which you have a Holding and we are asked by that company to provide them with your email address so that they (or their agent) can contact you about the provision of an equivalent service by the new registrar appointed by them. Your email address will only be used for this purpose and appropriate safeguards will be put in place to protect your personal data.

We may administer your account and provide you with some services via agencies in countries outside Europe, including Jersey and other countries such as India or the USA, where data protection laws and standards differ from those in the UK. But even if we are processing your personal details outside Europe:

- there will always be a contract in place to ensure that such information is appropriately protected, and
- we will continue to be strictly bound by the UK's Data Protection Act 1998.

20.4 In order to comply with UK money laundering regulations, we may need to confirm your identity. To help us do this, we may

- make a search with a credit reference agency, which will keep a record of that search and will share that information with other businesses, and/or
- ask you to supply us with proof of identity.

This could lead to a delay in carrying out an instruction you've given us, or not being able to carry out an instruction at all. In any of these circumstances, we will not be responsible for any resulting loss.

20.5 We may collect information via 'cookies' when you use our website. A cookie is a parcel of text sent to your hard drive, containing information that can identify your computer. Cookies do not contain any personal details unless attached to information collected some other way – for instance, when you fill in and send us an online application.

20.6 We monitor and record some phone calls in case we need to check we have carried out your instructions correctly, to help maintain our quality standards and for security purposes.

21. TRANSFERRING OUR OBLIGATIONS

In accepting these terms and conditions you agree that we may transfer our obligations under this agreement to any other company, if that other company writes to you and undertakes to carry out all our duties and obligations under this agreement. If it does so, you agree that we will be released from all those duties and obligations that such company has undertaken to carry out. We shall satisfy ourselves that any such company is competent to carry out those functions and duties transferred and is authorised to do so by the FSA, if such authorisation is required. As part of transferring our rights and obligations to a third party, we may transfer all of the information we hold under these terms and conditions to the third party or its agent. If you receive a written notice under this clause, and you decide you wish to end this agreement, you may do so by sending us instructions as explained in Clause 15. No charge will be payable by you for this.

22. THE LAW COVERING THIS AGREEMENT

This agreement is governed by English law. Both parties agree to submit to the jurisdiction of the English courts in connection with any dispute. This does not affect our right to pursue our remedies in the courts of any other jurisdiction that is appropriate.

23. DEFINITIONS: THE MEANING OF SOME WORDS AND PHRASES USED IN THIS AGREEMENT

Some words and expressions used in this agreement have particular meanings as follows:

the Equiniti Group means Equiniti Limited, its subsidiaries and parent companies and any subsidiary of any of its parent companies. The registered office of Equiniti Limited is in England at Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA. Registered in England and Wales, number 06208699

Holding means your interest in the ownership of a security which you have entered into your Shareview Login as a Holding in accordance with Clause 2.2 or Clause 4.1 and in respect of which you may use the Shareview Service to receive the information and services referred to in Clauses 3.2 and 4

Indicative Price means, in respect of any Holding or Memorandum Entry and any day, an approximation of the price of such security supplied for indicative purposes only on the basis set out in Limitations of Service

Indicative Value means, in respect of the Shareview Login and any day, an approximation of the value of such Shareview Login supplied for indicative purposes only on the basis set out in Limitations of Service

Limitations of Service means the information on the limitations of the Shareview Service set out in the Limitations of Service section of these Terms and Conditions between the definitions section and the click acceptance box

Memorandum Entry or **Memorandum Entries** means your interest in the ownership of a security which you have entered into your Shareview Login as a Memorandum Entry in accordance with Clause 5.1 and in respect of which you may use the Shareview Service to receive the information and services referred to in Clause 5

Shareview Login means the collection of your interests in securities represented by all of your Holdings and Memorandum Entries registered with us through the Shareview Service in respect of a particular registration you have made for the Shareview Service

Shareview Login Name and Address means the exact form of name and registered address described as the Shareview Login Name and Address in Clause 2.2 or, if that Holding is removed from your Shareview Login, the exact form of name and address determined to be the Shareview Login Name and Address in accordance with Clause 2.6

Shareview Service means the service provided by us through the Shareview Website that enables you to obtain information from us and give certain instructions to us by a computer or other device linked to our system (among other things) in connection with Holdings and Memorandum Entries

Shareview Service Software means any software supplied to you whenever you access the Shareview Service and any other software we supply to you for this purpose from time to time

security or **securities** means those shares, stock and other investments which we from time to time allow to be included in a Shareview Login as Holdings or Memorandum Entries as may be appropriate

Shareview Website is a service from Equiniti Limited which enables you to check your shareholdings in many UK companies and helps you to keep an electronic record of your investments. The Shareview Website location is www.shareview.co.uk and the expression "Shareview Website" includes any replacement of or expansion to such website.

User Guidance means the guidelines we provide from time to time in connection with your operation of the Shareview Service, including guidance:

- in hard copy form (for example, in a user manual or by letter), and
- spoken guidelines (through the Shareview Service or any technical helpdesks which may be provided), and

in any message sent to you through, or on any online help service available as part of, the Shareview Service

Access Number and **Password** means respectively the Access Number we allocate to your Shareview Login and the Password you select both of which are used to identify you whenever you use the Shareview Service

We/us/our refers to Equiniti Limited and (where relevant) other companies in the Equiniti Group

Working Day means any day except a Saturday, Sunday or bank holiday

You/your means you the customer who becomes registered with us for the use of the Shareview Service. In the case of corporate holders of securities, you includes the company itself and the people authorised to use the Shareview Service to manage information on the company's holdings in securities on behalf of the company

Your System means the electronic equipment used by you to access the Shareview Service

UK means the United Kingdom of Great Britain and Northern Ireland

NOTE: References in these terms and conditions to situations where we act as Registrar, include situations where the registrar is another firm outside the Equiniti Group that engages us to provide it with administration and other relevant services as an outsource provider.

LIMITATIONS OF SERVICE

This section lists below various factors which can affect the accuracy of any information you obtain through the Shareview Service. The limitations on accuracy should be borne in mind particularly in connection with the information we give you through the Shareview Service in connection with any Holdings and any Indicative Value you receive. The words and expressions defined at the end of the Terms and Conditions have the same meaning in this section.

- a. The Shareview Service will apply only to those holdings in securities which you input as Holdings or Memorandum Entries. Therefore, although we may act as Registrar in respect of other securities which you hold, those holdings will not form part of your Shareview Login automatically.
- b. The information entered as a Memorandum Entry will not alter unless you change it. We have no means of updating this information. This will be the case even if we are the Registrar in respect of the relevant securities (this could be the case where the holding has had to be recorded as a Memorandum Entry because it is registered in a name which does not correspond exactly with the Shareview Login Name and Address).
- c. In connection with Memorandum Entries the Shareview Service offers no facility for obtaining information regarding dividends, recent transactions, etc. and is limited to recording the information that you are allowed to input and providing any Indicative Price and Indicative Value which we may offer to supply.
- d. The information in a Memorandum Entry is not in any way cross-checked or verified by us regardless of whether we have any means of verifying it.
- e. Any information in relation to a Holding may be based on a copy of the register for the relevant issuer of the relevant securities as at the close of business on the preceding Working Day. It may not show variations to the register since that time (for example, as a result of any sales, purchases, scrip dividends, dividend reinvestment plan scheme purchases or rights issues). Furthermore, the register itself will not always be immediately updated in relation to all share acquisitions or disposals.
- f. In connection with Holdings the Shareview Service can only provide details of:
 1. holdings in securities which have been input as Holdings (you should note that, where you are unable to enter a Holding because you are registered as holding the securities under a name and/or address different to the Shareview Login Name and Address, you can confirm your name and address details for all holdings in securities by writing to us and this will enable you to consolidate your holdings in one Shareview Login);
 2. changes in the balance of your holdings of securities which are registered with us using a name and address that matches the Shareview Login Name and Address (or in the case of a Holding which has not been confirmed to the current Shareview Login Name and Address, changes which are registered with us using a name and address that matches the name and address to which the securities represented by that Holding are registered). You should note that you can confirm your name and address details for all holdings in securities by writing to us and this will enable you to consolidate your holdings in one Shareview Login;
 3. securities of which you are the first-named holder; and
 4. securities held for you by a nominee where the nominee holding is disclosed on the relevant register and you are the first person disclosed by the nominee and the name and address disclosed by the nominee corresponds with your Shareview Login Name and Address.
- g. A Holding entered in your Shareview Login for a holding of securities in a particular company may be removed from the Shareview Login if that company gives notice to us that it does not

- want to participate in the Shareview Service (if this happens you may then make a Memorandum Entry in respect of those securities but this will not happen automatically).
- h. In some cases you may have more than one account on a register for a particular security in the same name and address which may mean you receive duplicate company mailings. We try to update the register by amalgamating duplicate accounts wherever possible. If any of the Holdings in your Shareview Login have been amalgamated in this way, you will see a message when you logon and you will be able to get an explanation of what has been done. You should then accept the option given on screen to update your Shareview Login to reflect the newly updated Holdings (until you do this, the Holdings in the securities for which there were multiple accounts in the relevant register will still show as separate accounts in your Shareview Login, although the balances will have been updated).
 - i. If within one month of disposing of all of the securities represented in any Holding you do not acquire any more of those securities which meet the requirements for being included in that Holding, then that Holding may be removed from the Shareview Login.
 - j. The Indicative Price is NOT a true reflection of the value which could be realised from the sale of your holding of particular securities, in particular because:
 - 1. the Indicative Price is calculated on the basis of the size of the holding in the relevant securities as disclosed through the Shareview Service. Such holding may not represent your true holding for the reasons set out above;
 - 2. the Indicative Price is based on the mid-price for that share at the close of business on the date shown on the screen - 'Share prices as at....'. The mid-price is an average between the offer price (the price for which you can buy shares) and the bid price (the price at which you can sell shares). The price will generally be updated once every Working Day. It is therefore out-of-date and to be used only as a very approximate guide to the value of the relevant securities. Additionally, on any sale, commission would be deducted and on any purchase, commission and stamp duty would be payable. If we do not receive price information, no Indicative Price will be quoted for that security, nor will any value for that security be included in the total Indicative Value of your Shareview Login;
 - 3. the price feed information used to calculate the Indicative Price is supplied by a third party and we cannot accept responsibility for any inaccuracy;
 - 4. where you own a security jointly with others, you may be required to share the proceeds of sale with those others. However, the Shareview Service will show the whole of the value of the relevant security as belonging to you rather than the appropriate fraction.
 - k. The Indicative Value is based on the sum of the Indicative Prices of the individual Holdings and Memorandum Entries. The limitations described above on the accuracy and completeness of each Holding and Memorandum Entry and the Indicative Prices attributable to each of them will therefore apply equally to the Indicative Value. Additionally, if a price feed is not available to us for a particular security then no Indicative Price will be quoted or included in the Indicative Value of the Holding or the Shareview Login. If no price information is available, it is also possible that you may not be able to add new Holdings or Memorandum Entries to your Shareview Login. These factors should also be taken into account when evaluating the Indicative Value.
 - l. If you have more than one Shareview Login, it is possible that the same Holding or Memorandum Entry may appear in more than one Shareview Login. If this is the case, you should take this into account when using the Indicative Values of all of your Shareview Logins to arrive at an aggregate indicative value for all of your interests in securities.