

## International Payment Service Terms and Conditions

Welcome to the International Payment Service (the **Service**) from Capita Registrars Limited (**Capita**). This document sets out all the terms and conditions (**Terms and Conditions**) of the Service and replaces any previous terms and conditions or other documentation that you may have received. The Service is offered to persons who receive their dividend or interest payments from Capita or CIRGT.

Enquiries about the Service, or these Terms and Conditions, can be made by letter to **Shareholder Administration Support, Capita Registrars, The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU, United Kingdom; by email to [IPS@capitaregistrars.com](mailto:IPS@capitaregistrars.com) or by telephoning + 44 20 8639 3405** from outside of the UK or **0871 664 0385** (calls cost 10p per minute plus network extras) from within the UK between 9.00am and 5.30pm (London time) on any Business Day.

### 1. Definitions and interpretation

1.1 In these Terms and Conditions the following words and expressions have the meanings and interpretation set out below:

**Administration Fee** means the sum of £5.00

**Business Day** means any day, which is not a Saturday, Sunday or public holiday, and on which banks are generally open for business in England

**CIRGT** means Capita IRG Trustees Limited, which is authorised and regulated by the Financial Services Authority (FSA)

**Company** means the client of Capita in which you (directly or indirectly) hold shares or other securities

**CREST** means the computer-based system operated by Euroclear UK & Ireland Limited for the transfer of uncertificated securities

**Paying Agent** means the agent nominated by us to convert Payments and pay amounts to you in the Payment Currency (including any agent or correspondent banks of the Paying Agent in your Payment Country)

**Payment** means the payment by the Company of a dividend and/or interest in respect of the shares or securities you hold (or held by CIRGT on your behalf)

**Payment Country** means a country in which payments can be made under the Service

**Payment Currency** means the currency selected by you from the list of available currencies from time to time in which amounts will be paid to you in accordance with clause 3

**we/us/our** means Capita and

**you** means any person (including joint shareholders) who holds shares or other securities (directly or indirectly) in the Company and who elects to benefit from the Service.

1.2 Headings to clauses are for convenience only and do not affect the interpretation. References to legislation, regulations, or rules means such legislation, regulations, or rules, as amended from time to time or any re-enactment or replacement legislation, regulations, or rules, from time to time.

## 2. How to benefit from the service

### 2.1 Who is eligible?

The Service is only available to individuals over the age of 18 years who hold a bank account in one of the Payment Currencies in a Payment Country.

The international mandate and a full list of Payment Countries and Payment Currencies are available by visiting [www.capitaregistrars.com/international](http://www.capitaregistrars.com/international) or by calling +44 20 8639 3405 from outside of the UK or 0871 664 0385 (calls cost 10p per minute plus network extras) from within the UK between 9.00am and 5:30pm (London time) on any Business Day.

The Service is not available to you if:

- (a) you live in any jurisdiction where your participation would require the Company or Capita to comply with legal, administrative or regulatory procedures or any similar formalities. You must satisfy yourself that under your local law, you are eligible to participate in the Service; or
- (b) you participate in a dividend reinvestment plan (DRIP), a dividend reinvestment scheme (DRIS) or make a scrip dividend election or where you receive Payments through CREST.
- (c) you hold any currency election mandate in respect of the payment of dividends by the Company.

### 2.2 Existing rules, terms and conditions etc.

If you participate in an employee share plan, scheme or nominee programme administered by CIRGT, the rules or terms and conditions of the relevant share plan, scheme or nominee programme will continue to apply.

If CIRGT receives Client Money (as defined in the FSA rules) for you, and you choose to have it paid via the Service, you should be aware that you are mandating the Client Money to be paid to a third party when it is transferred to the Paying Agent and/or any other intermediary agent, outside of the United Kingdom. In the event of their failure this money may be treated in a different manner from that which would apply if the money was held by an approved bank in the United Kingdom and you may not have the same Client Money protections you would otherwise have under the FSA rules or if the payment was drawn directly from a CIRGT Client Money bank account. CIRGT will not be liable for any failure whatsoever, and however caused, by such persons to return your money which is held by them unless it was caused by CIRGT's fraud, wilful default, negligence or breach of applicable laws and regulations. Your mandate to CIRGT to pay your

money to the Paying Agent will discharge CIRGT of their fiduciary duty in respect of that Client Money.

### 2.3 How to sign up to the Service

#### (a) Postal sign up:

To sign up to the Service by post, you must complete, sign and return to us an international mandate. By doing so, you agree to be bound by these Terms and Conditions.

#### (b) Online sign up:

Where the Company provides a Share Portal, and if you are a registered user of this Share Portal, you may submit details of your international mandate online. (This option is not available if you are a joint holder of shares in the Company).

- (c) Your international mandate must reach us by no later than the record date determined by the Company in respect of a dividend payment. International mandates received after that date may take effect from the next dividend payment.

### 2.4 Verification of identity and account opening

- (a) To comply with applicable laws and regulations (including compliance with the UK Money Laundering Regulations), we may be required to verify your identity. You authorise us to make credit reference, identity, fraud and other such searches and enquiries that may be necessary for the purposes of the Service (including searching the electoral roll and/or other electronic databases). You also authorise us to undertake further similar searches at regular intervals. A record of the search may be retained. You may also be required to provide additional information.
- (b) The Service is always at our discretion. We may refuse your international mandate without informing you of our reasons for doing so and you agree that we will have no liability to you for any loss you may incur if your international mandate is refused.

### 2.5 Joint holdings

All joint holders must sign an international mandate. By doing so, each holder agrees that they are individually liable for all obligations imposed on you under these Terms and Conditions.

### **3. How the service works**

- 3.1** The Service allows you to elect to have Payments from the Company converted into your chosen Payment Currency and remitted to your currency bank account by the Paying Agent.
- 3.2** After deduction or withholding of sums on account of any tax and deduction of the Administration Fee (see clause 5), the Paying Agent will convert your Payment from the Company into your chosen Payment Currency and it will then remit the balance to the bank account nominated on your international mandate. The Paying Agent will release the balance to you 2 Business Days after dividends are paid by the Company directly to shareholders. Such sums may not arrive into your nominated bank account on the same day.
- 3.3** Please note that the Service can only be provided in respect of Payments not less than £25.00. Payments below £25.00 will continue to be paid to you via your agreed existing payment method.
- 3.4** The bank account nominated on your international mandate must be an account you hold either alone or jointly. It is your responsibility to notify us as soon as the details of your bank account change. We may require you to provide proof that you are a named holder on the bank account.
- 3.5** A competitive rate based on the market rate will be applied to conversions of Payments into the Payment Currency and any re-conversions of the Payment Currency into sterling.
- 3.6** Please note that exchange rates may fluctuate according to supply and demand, market and economic conditions and other factors.
- 3.7** The Paying Agent may delay, refuse or be unable to execute payments to you for other reasons including (but not limited to) sanctions or other legal requirements affecting the Payment Currency or the Payment Country, or where the Paying Agent ceases to provide payments to the Payment Country. If this happens, the Payment will be in sterling and a cheque will be issued to your registered address.
- 3.8** If the Paying Agent is not able to pay amounts into your bank account by electronic transfer because of a problem with the account or with information you supplied to us we will not attempt to send another electronic transfer and, if the sum was for:
- (a) more than the equivalent of £100,000.00 we will arrange for the Paying Agent to re-convert the amount you would have received in the Payment Currency into pounds sterling. We will then send

you a cheque for such sums less £5.00 (the charge for issuing a cheque) and any bank charges; or

- (b) the equivalent of £100,000.00 or less, we will arrange for the Paying Agent to issue a currency draft in the same Payment Currency selected by you for the amount of the electronic transfer less £5.00 (the charge for issuing a currency draft) and any bank charges.

Subject to clauses 3.9 and 3.12, future Payments will be sent to you by currency drafts (if the Payment is £100,000.00 or less) or a cheque (if the Payment is more than £100,000.00) until such time that you instruct us otherwise. Where a currency draft is sent, the Administration Fee will be deducted from each Payment before it is converted into the Payment Currency and sent to you by currency draft.

- 3.9** If a currency draft is returned, you will be deemed to have cancelled your international mandate and you will be withdrawn from the Service. We will also arrange for the Paying Agent to cancel the currency draft and return the currency to us. Upon receipt of such sums from the Paying Agent, we will hold them for you until such time that you instruct us to release the sums to you. Such sums will be paid to you by currency draft. A fee of £20.00 (the charge for cancelling a currency draft and reissuing a new currency draft) must be paid to us by cheque before the currency draft may be released to you.
- 3.10** If your currency draft is lost or stolen and you require a replacement currency draft, you must inform us in writing and enclose a cheque for £20.00 (the charge for cancelling a currency draft and reissuing a new currency draft). This sum must be paid to us by cheque before a new currency draft may be released to you.
- 3.11** If a currency draft is not cashed within 6 months of the date of such currency draft, we may arrange for the Paying Agent to cancel the currency draft and return the currency to us. Upon receipt of such sums from the Paying Agent, we will hold them for you until such time that you instruct us to release the sums to you. Such sums will be paid to you by currency draft. A fee of £20.00 (the charge for cancelling a currency draft and reissuing a new currency draft) must be paid to us by cheque before the currency draft may be released to you.
- 3.12** If we are required to send you a cheque and it is returned to us, you will be deemed to have cancelled your international mandate and you will be withdrawn from the Service. We will cancel the cheque and hold the sterling amount for you until such time that you

instruct us to release the sums to you. Such sums will be paid to you by cheque. A fee of £20.00 (the charge for cancelling a cheque and reissuing a new cheque) must be paid to us by cheque before such sums may be released to you.

- 3.13** If we are required to send you a cheque and it is not cashed within 6 months of the date of the cheque, we may cancel the cheque and hold such sums for you (less the cost of cancellation) until such time that we receive instructions from you to release the balance.

## **4. Communications**

### **4.1 General**

(a) You may give us instructions, in English, by visiting [www.capitaregistrars.com/international](http://www.capitaregistrars.com/international) or, via the share portal (where the Company has agreed to this service) or, by post to:

by post to:

Capita Registrars  
Shareholders Administration Support  
The Registry,  
34 Beckenham Road,  
Beckenham,  
Kent, BR3 4TU,  
United Kingdom

or by fax to:

Capita Registrars  
International Payment Service  
Fax no.: +44 (0) 20 8639 3199

You should quote your full name, address and your Investor Code (IVC). If you suspect that you are the victim of fraud, you should contact us as soon as possible. You will be responsible for all instructions in respect of the Service and for the accuracy of all information given to us.

### **4.2 Communications to you**

- (a) You authorise us to communicate with you by letter, telephone or electronic mail, unless specifically requested otherwise by you in writing.
- (b) All communications sent by us will be sent to your last registered address or sent by electronic means to your last email address notified to us. Communications sent to you will be treated as received by you on the day they were sent (for email) or on the tenth Business Day following the day they were sent (for post).

(c) All documents sent by post or electronic means are sent at your risk and Capita will not be liable for any delay or failure to receive any document.

- 4.3** You agree that we may record all telephone conversations between you and us and use such recordings, or transcripts from such recordings, as evidence in any dispute or anticipated dispute between you and us and for training and quality control purposes.
- 4.4** Recordings or transcripts made by us may be destroyed under our normal practice. We may deliver copies or transcripts of such recordings to any court or regulatory body.
- 4.5** You will receive your usual tax voucher showing your full dividend or interest amount in the original currency (prior to the deduction of the Administration Fee and conversion into the Payment Currency).

## **5. Charges**

- 5.1** For each Payment received, we will deduct an Administration Fee and the balance will be converted into the Payment Currency using a competitive rate based on the market rate (as referred to in clause 3.5 above). Please note that the Administration Fee will be deducted from the Payment, even if the Paying Agent is not able to make the payment to you (see clauses 3.7 and 3.8).
- 5.2** Our fees are subject to review and modification from time to time. We will notify you in advance if they change.
- 5.3** Please note that you are responsible for any extra bank charges applied by your local bank.
- 5.4** Fees and charges may be shared between Capita and the Paying Agent.

## **6. Withdrawal and termination**

- 6.1** You may cancel your international mandate and withdraw from the Service at any time. Your written withdrawal instruction must reach us before the record date prior to a dividend payment, if the Service is not to apply to that dividend.
- 6.2** We may withdraw the Service from you at any time (where possible we will give you at least 14 days notice).
- 6.3** No penalty will be payable by either party on termination.

- 6.4** If you are the sole holder and we receive adequate proof of your death, our provision of the Service to you will cease.
- 6.5** Withdrawal or termination of our agreement with you based on these Terms and Conditions will be without prejudice to the completion of transactions already initiated.

## **7. Representations and warranties**

- 7.1** By applying to join the Service, you represent to us that:
- (a) you are the registered shareholder or the beneficial owner of the relevant shares held by CIRGT or that you are the duly authorised legal representative of such registered shareholder or beneficial owner; and
  - (b) you will comply with all applicable regulations to which you are subject including, without limitation, all tax laws and regulations, exchange control requirements and registration requirements.
- 7.2** You undertake to promptly notify us of any change to the details supplied by you which may affect our relationship with you or the Service.

## **8. Limitation on liability**

- 8.1** We will take reasonable care and skill in the administration of the Service.
- 8.2** We will not be liable for any losses or expenses suffered by you as a result of circumstances beyond our reasonable control (including, but not limited to, because of breakdown, failure or malfunction of any computer systems or telecommunications links, industrial disputes, postal delays, failure of third parties including the Paying Agent to carry out their obligations, the suspension of trading by any exchange or clearing house, the acts of governmental or regulatory authority including the imposition of exchange controls, war, insurrection, sanctions or embargos). We will, where possible, take such reasonable steps as we can to bring those circumstances to an end as soon as possible.
- 8.3** We will not be liable for any type of special, incidental, indirect or consequential damage or loss suffered by you nor any loss of profits, opportunity or goodwill.
- 8.4** We do not accept responsibility for the acts and omissions of the Company, the Paying Agent, your local bank or any correspondent bank involved in the Service.

- 8.5** We shall not be liable for acting upon any instructions which are forged or fraudulent, and shall be entitled to assume that all signatures are genuine, provided that we have acted with due care in accepting those instructions.
- 8.6** Nothing in this Agreement shall exclude or limit our liability for death or personal injury resulting from our negligence, or our liability for any losses suffered by you as a result of fraud or any other liability which cannot be excluded or limited by law.

## **9. Data protection**

- 9.1** The Data Protection Act 1998 (**DPA**) provides protection to individuals by governing, amongst other things, the way in which personal information is held and used. Individuals are also afforded rights of access to such information held about them.
- 9.2** Under the DPA, you are entitled, on payment of a fee, to a copy of the information we hold about you in respect of the Service. If you believe that any information held about you is incorrect or incomplete, you may also request that it be completed or corrected. Please address any requests for information under this clause to The Data Protection Officer, Capita Registrars, The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU, United Kingdom.
- 9.3** By joining the Service, you agree that we may:
- (a) keep personal details which you or others give us, and any information we know from running your account on a database, and use such information to carry out the Service; and
  - (b) disclose information concerning you to the Company, to the Paying Agent, to any person with legal, administrative or regulatory power over us, or to our affiliated companies who are involved in carrying out functions related to the Service, including where the Paying Agent (or its affiliated companies) or our affiliated companies are outside of the EEA in countries which do not have similar protections in place regarding your information and its use. We will take reasonable steps to ensure that any such companies put in place proper security measures equivalent to those required under the DPA.

## 10. Assignment and sub-contracting

We may assign our rights and duties to any affiliated company within our group of companies, provided that such affiliate, in our reasonable opinion, has the requisite resources and expertise to run the Service. We may also choose to sub-contract any of our duties to another company however we will still remain responsible to you for the performance of our duties under these Terms and Conditions.

## 11. General provisions

**11.1 Amendment, suspension etc.:** The operation of the Service is subject always to Capita's discretion. The Service (and these Terms and Conditions) may be amended, suspended or terminated at any time (including but not limited to where the Paying Agent amends, suspends or terminates its service to Capita). If the Service is so amended, suspended or terminated, notice will be given to you as soon as is reasonably practicable. In the event of required changes, due to statutory or regulatory changes, amendment may take place without notice.

**11.2 Existing mandates:** If you decide to participate in the Service you will be deemed to have agreed that any existing mandates which you may have given to us in respect of your shares (save for any currency election mandate in respect of the payment of dividends by the Company), or to CIRGT in respect of any holdings with them, will be replaced by the new international mandate in respect of the Service.

**11.3 Invalidity, etc.:** If any of the provisions of these Terms and Conditions are found to be invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions in these Terms and Conditions shall continue in full force and effect as if they had been executed with the invalid provision eliminated.

**11.4 No third party rights:** Nothing in these Terms and Conditions shall confer or is intended to confer on any third party any benefit or the right to enforce any terms contained herein for the purposes of the Contracts (Rights of Third Parties) Act 1999.

**11.5 Discharge:** You agree that the transfer of the Payment (less the Administration Fee) to the Paying Agent by Capita constitutes good discharge of the Company's obligation to pay the full amount of the relevant Payment to you.

## 12. Governing law

**12.1** This document and all dealings in relation to the Service are governed by English law. The English courts will have exclusive jurisdiction to decide on any matters relating to the Service.

**12.2** These Terms and Conditions constitute the entire and only agreement between you and Capita relating to the provision of the Service and replace any previous agreements or terms and conditions in respect of the Service.

Capita Registrars Limited. Incorporated in England with Registered No. 2605568. VAT No. 618184140.

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