

Sell your BT Group EasyShare holding

EEA resident holders only

Full name(s) of all holders:

Registered address of the first named holder:

Postcode:

Participant Reference Number:

(This can be found on your annual EasyShare statements)

To sell your TOTAL holding, please write 'ALL' **OR**

To sell only SOME of your holding, please write the number of shares you wish to sell:

Declaration

I/We, the undersigned confirm I/we wish to arrange for the net share sale proceeds (after deduction of the sale fee of 1.75% minimum £60) paid on the sale of my/our BT Group plc shares to be converted into my local currency and credited to the nominated bank indicated below, or to such branch of the organisation as the bank may from time to time request. I/We understand that this request relates solely for the payment of the share sale proceeds relating to the service. I/We have read and retained a copy of the Terms and Conditions for the Overseas Payment Service.

Payments can only be made into your bank account. Requests to pay a third party bank account will result in your sale proceeds being issued by cheque in GBP sterling in your name and sent to the registered address shown above.

Bank account name

Full name and address of bank:

Please provide details of your IBAN. Please check your bank statement or contact your bank.

Bank Identification code (Swift BIC). Full 11 character BIC required.

If only 8 characters, the last 3 should be **XXX**. This is mandatory.

The Beneficiary Bank must be SEPA reachable if the local domestic currency is Euro.

In order to deposit your sale proceeds into the account stated above, you must provide either a cancelled cheque for the above account or a recent bank statement when returning this completed form.

Failure to provide this or if any of your bank account details provided are incorrect or incomplete, your sale proceeds will be issued to you by cheque in GBP sterling to the address shown above.

Please sign in the box(es) below.

All holders or legal representatives must sign (including Power of Attorney, Receiver etc.)

I/We appoint Equiniti Financial Services Limited as agent to arrange to sell shares as shown above in accordance with the 'Useful Information' and the terms and conditions of the service. The dealing service is carried out in accordance with the standard terms and conditions upon which we intend to rely. For your own benefit you should read these terms carefully before signing this form. If you do not understand any point please contact the helpline on +44 121 415 7178. If my/our account details need updating before the sale of my/our shares, I/we agree to the register update charge of £50.

To comply with UK money laundering regulations, we need to confirm your identity. To help us do this, we must ask you to supply us with proof of your identity. As well as completing your Tax Identification Number (TIN) below, please refer to the 'Confirmation of Identity' form enclosed for full details of the documentation required. Please note that failure to do this may mean your instruction is rejected.

<p>Holder 1 Signature:</p> <p>TIN:</p>	<p>Holder 3 Signature:</p> <p>TIN:</p>
<p>Holder 2 Signature:</p> <p>TIN:</p>	<p>Holder 4 Signature:</p> <p>TIN:</p>
<p>If you are signing under a Power of Attorney or other authority, please also print your name below:</p>	<p>Please enter your daytime telephone number below: <i>(which may only be used in the event of a query).</i></p>

CONFIRMATION OF IDENTITY - POSTAL SHARE DEALING

Name of holder

Full Address

Date of Birth

Nationality

Holder Reference (if applicable)

We are required by law to confirm the identity of all individuals using our service. If this is a joint account, all parties will need to complete a copy of this form and supply evidence. In order to help us establish your identity we require two documents, one from each of the lists below. Both documents must show your full name and, between the two documents, must also evidence your date of birth and current residential address. Please note we are unable to accept documents from List A which only show your initials. Copies of any documents you provide will be retained by us and any original documents will be returned to you at the earliest opportunity.

For primary documents in List A below, if you do not wish to send us the original document, you must send a copy which is certified to be a true copy of the original by a government department or a regulated UK or EEA entity (e.g. a bank). The person undertaking the certification must provide their contact details below and you must advise them that we may contact them to validate their certification and/or conduct searches of electronic databases to validate their own identity. **Please note that the receipt of certified documents may result in a delay in processing your instruction.**

For supporting documentary evidence in List B, only original documents will be accepted.

Please tick the documents you are enclosing and return them with this form in the envelope provided.

**List A – Primary Identity Documents
(Government Issued)**

List B – Supporting Documentary Evidence

Current full UK/EEA driving licence

A second item from List A (if not already provided).

Current full signed passport

Bank/building society/credit union statement or pass Book – less than 3 months old.

Current EEA member state identity card

Utility bill or statement (not mobile phone) – less than 3 months old.

Signed documentation from a regulated financial services firm which indicates a current relationship with the firm exists.

Please provide below the full name, address and telephone number of any person certifying a primary identity (List A) document on your behalf.

FOR EQUINITI OFFICE USE ONLY

Table A

1. Primary Identity Documents

	Reference/account number			
Current Full Signed Passport / EEA member state identity card		Place of Birth	Date of Birth	Date of Expiry
Current full UK / EEA Driving Licence				Date of Issue
Other government issued document		Name of Issuer	Address current? Y/N	Date of Issue

Table B

2. Supporting Documentary Evidence

	Reference/account number			
A second item from the Primary Identity Documents list (if not already used for primary identification).			Address current? Y/N	Date of Issue
Bank/Building Society/credit union statement or pass book or utility bill no more than 3 months old.		Name of Issuer	Address current? Y/N	Date of Issue
Recent signed documentation from a regulated financial sector firm confirming an account / investment / insurance relationship exists, which contains the customer's address		Name of Lender	Address current? Y/N	Date of Issue

Documentation approved by:
.....(Name) (Signed) (Date)

Useful Information

General

When will my shares be sold?

Dealing will normally happen Tuesday for forms received up to the close of business the previous Friday and Thursday for forms received up to the close of business the previous Tuesday.

When will you confirm my shares have been sold?

We will send confirmation of your sale two days after the trade has completed.

How much does it cost to sell my shares?

It costs 1.75% with a minimum of £60 per transaction. In addition, there are fees payable for the exchange of funds and for the Overseas Payment Service. Full details of these can be found in the Overseas Payment Service Terms and Conditions enclosed.

Do your account details need updating?

I need to update my personal details can I still use this service?

Yes. For an additional charge of £50 (which will be deducted from your sale proceeds) we will update your details before we sell shares to avoid any delay to your transaction.

- To update your address, please attach a signed letter showing your old and new addresses
- To update your name, please attach certified documentation such as a deed poll or marriage certificate
- To register the death of a joint holder, please attach the death certificate

If the shareholder has died please contact our Helpline on +44 121 415 7178 for the documentation required. Lines are open 8.30am to 5.30pm Monday to Friday UK time excluding bank holidays.

Any other changes not stated above will be actioned but may result in a delay in the sale of shares.

Checklist

Before returning your form, please check that you've completed or enclosed the following:

- Full names and registered address
- Participant reference number
- Number of shares to sell
- That ALL holders/representatives have signed and provided their Tax Identification Number (TIN)
- A cancelled cheque or a recent bank statement for the account the sale proceeds are to be paid
- Confirmation of Identity form fully completed (one for each holder)
- Supporting evidence requested in the Confirmation of Identity form.

Completed forms should be returned with supporting documentation as appropriate, to:

Equiniti
Share Dealing Services
Aspect House
Spencer Road
Lancing
West Sussex
BN99 6DA
United Kingdom

Equiniti Financial Services Limited Share Dealing Service Terms and Conditions

The price and value of investments and any income from them can go down as well as up. Past performance is no guide to future performance. It is entirely your decision whether or not to conduct a transaction using this service.

Definitions

'CSN' means BT Group plc Easyshare
'Equiniti' means Equiniti Financial Services Limited
'FCA' means Financial Conduct Authority
'FCA Rules' means the rules made by the FCA as amended from time to time
'Shares' means ordinary shares held in BT Group plc
'EEA' means European Economic Area
'We, our, us' means Equiniti
'You, yours' means the person(s) named on the accompanying share dealing form
'Company' means BT Group plc

The Service

1. This service is provided on an execution-only basis. In other words, we will carry out your instructions but we do not give any kind of investment or tax advice, nor advise you on the merits of any particular transaction. In particular, we will not assess the suitability of transactions conducted for you or services provided to you under these terms and conditions and you do not benefit from the FCA Rules on assessing suitability. If you are in any doubt about using the service, you should consult a professional adviser.
2. The service is provided by Equiniti, which is authorised and regulated by the Financial Conduct Authority of 25 North Colonnade, Canary Wharf, London, E14 5HS (under reference 468631). The main business of Equiniti is investment and general insurance services. Our registered office is in the United Kingdom at Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA. Registered in England and Wales, number 6208699.
3. You can use the service for selling shares that are held within the CSN.
4. Please read carefully through these terms and conditions. They describe the basis on which we will provide the service, and they will come into effect as soon as we have received your instructions and accepted you as a customer.
5. When giving us your instruction you appoint Equiniti as agent to arrange to sell the shares shown on your share dealing form.
6. When selling shares you may only use this service to sell shares that belong to you and/or that you have the right to sell. When you give us an instruction to sell, you will be guaranteeing that you have the right to sell the shares shown on your share dealing form free from any liens, charges and other third party rights. You also authorise Equiniti to execute a transfer to give effect to the sale of those shares.
7. You must be 18 or over to use the service. We reserve the right to refuse to accept a dealing instruction. If your instruction is incomplete or includes a mistake, we may try to contact you for clarification or we may return your instruction without carrying it out. We will not be liable for any loss you suffer as a result of this clause. Instructions to deal

shares which are held in joint names must be signed by all registered holders.

8. Once you have sent us your form, you will not be able to cancel your instructions. We cannot take orders over the phone. A share price may change significantly between the time you decide to deal and the time we actually trade your shares.

9. The decision to sell shares is your responsibility. This service can only be used by those with a registered address in the EEA. Instructions to deal shares from any other country will not be actioned.

10. We reserve the right to extend or end the service.

Share dealings

11.1. Dealing will normally be Tuesday for forms received up to the close of business the previous Friday and Thursday for forms we receive up to the close of business the previous Tuesday. We may sometimes combine your order to deal shares with other customers' orders, and this may work to your advantage or disadvantage in relation to a particular order, compared with the price you would have obtained if your order had been dealt with on its own. We may sell the shares in a combined order in several transactions and on separate days. If this produces transactions at different prices, we will average them out so that all the customers concerned benefit from the same average price. If it means dealing in shares on different days, it will delay completion of the transaction accordingly. Where the transaction results in you being entitled to a fraction of a penny, we will round down where the consideration is less than 0.5p and round up when 0.5p or higher. When we aggregate your order with those of other customers and apply any rounding, there may be instances when a small residual balance remains. Where this occurs, you consent to us releasing any such amount to a registered charity of our choice, for or on your behalf. Accordingly, you agree that we will not remit that amount to you, nor hold it as client money for you, and you shall not have a proprietary claim over such amount.

You will not be able to use this dealing service to place a limit order. If the relevant execution venue is closed, we will hold over your transaction until the day it next opens for business.

11.2 Very occasionally, due to market conditions, we may not be able to execute an order for you within a reasonable time. In such a case, we may contact you to explain that we will not be executing your order. Alternatively, if the approved entity used by us to execute the order recommends that it be given more time to complete it, we may allow this.

11.3 Orders will be transmitted by us to one of our approved entities for execution. There are currently more than ten approved entities and all of them have been selected by us because they have demonstrated that they have policies and procedures that enable them to deliver the best possible result for you, given the types of orders and the market

conditions involved. In particular, these entities will treat price and costs (total consideration) as the most important factors when dealing with or executing orders, although they may also take into account other factors such as speed, likelihood of execution and settlement, size or any other relevant consideration.

These approved entities will normally execute orders on a regulated market but may choose to use other execution venues (including off-exchange dealers) where this is advantageous.

We will monitor the performance of these entities and periodically review our internal arrangements and policies for dealing with orders with a view to achieving the best possible result for you.

Further information about these internal arrangements and policies (including a full list of our approved entities) is available on request.

11.4 If the order falls on the Company's ex-dividend date or record date, shares will be sold 'cum-dividend'. The sale proceeds you receive will increase reflecting the value of the forthcoming dividend to which you will not be entitled. You should be aware that for tax purposes sale proceeds are treated as capital gain whilst dividends are treated as income.

Charges

12. Any charges due will be deducted from your sales proceeds.

Dealing fee – The fee is 1.75% minimum £60.

Change of details fee – £50. If you need to update your personal details before a sale can go ahead.

Any changes required that are not stated in the Useful Information will still be actioned but may result in a delay in the sale of shares.

Trade Settlement Policy

13. Following the execution of any sale instruction from you, we will, by close of business the following day, issue you with a trade confirmation which sets out key details of the trade such as where and when the trade was placed, the price obtained and the intended settlement date. The settlement date is the date we have agreed with the relevant buyer of your stock in the market, i.e. the stockbroker, to complete the transaction.

On this settlement date the transfer of your stock to and from the stockbroker may pass through a commercial settlement system (e.g. CREST) under what is defined in the market as 'delivery versus payment'. You should be aware that during this 'delivery versus payment' window any cash entitlement being paid to or received from the stockbroker will not be protected by us as client money, as defined under the FCA's rules. This process is normally completed during the same business day but will be no later than three business days.

Whilst we will notify you of the intended settlement date on our trade confirmation, it is possible that actual settlement may not occur due to circumstances outside of our control, e.g. if the shares you have requested us to sell are not accepted by and paid for by the stockbroker.

On settlement, our customer records will be updated to confirm your entitlement to cash. However, these entitlements may not be released to you or made available to you if we are not in receipt of the required share certificates or the stock has not been transferred to us from another custodian.

In circumstances where we do not receive, on or shortly after settlement date, the required stock to release your entitlement then we will write to you notifying you that if this is not received by a defined date then we will arrange to buy back the relevant amount of stock. In such cases you will be responsible for any costs we incur in reversing your transaction and we will have the right to retain any gains that may be made.

On settlement, your net sale proceeds will either

- be sent to your nominated bank account via the Overseas Payment Service as per the terms and conditions of that service; or
- if you have not provided a cancelled cheque for the bank account details quoted on the share dealing or a bank statement and/or the bank account details you provide are incorrect or the payment is rejected, your sale proceeds will be sent by cheque in Pounds Sterling to your registered address. This will be minus any handling fees incurred.

Where the transaction results in you being entitled to a fraction of a penny, the treatment by Equiniti may result in us making a gain, you consent to us releasing any such amount to a registered charity of our choice, for or on your behalf. Accordingly, you agree that we will not remit that amount to you, nor hold it as client money for you, and you shall not have a proprietary claim over such amount.

We cannot accept an instruction to make them payable to anyone else. You should keep all transaction advices for tax purposes.

Protecting your personal data

14.1 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 to participate in this service
- provide you with the service set out in these terms and conditions and other 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 within the Equiniti Group and we or they may write to you 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 calling +44 121 415 7178. Lines are open 8.30am to 5.30pm Monday to Friday UK time excluding bank holidays.

14.2 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, don't hesitate to let us know so that we can correct it.

14.3 The information we hold about you is confidential. We will only ever disclose it outside the Equiniti Group

- at your request or with your consent
- in line with paragraph 14.1 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 FCA, 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 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 company to whom we propose to transfer our obligations and rights in line with paragraph 28 of these terms and conditions.

We may administer your account and provide you with some services via agencies in countries outside the EEA, 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 the EEA;

- 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.

14.4 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.

Communications

15. The language of any agreements and transactions between you and us under these terms and conditions will be English. We will always communicate with you in English.

Please address all letters, instructions, notices and other documents for us to:

Equiniti,
Aspect House,
Spencer Road,
Lancing,
West Sussex,
BN99 6DA
United Kingdom

16. If you have a complaint of any kind, please let us know. We will do our utmost to sort it out. You can put your complaint in writing to us at: Complaint Resolution, Equiniti, PO Box 4608, Worthing, West Sussex BN99 6NZ United Kingdom or email us at concerns@equiniti.com or call us on +44 121 415 7178. Lines are open 8.30am to 5.30pm Monday to Friday UK time excluding bank holidays.

If we cannot resolve the issue between us, you may – if you are eligible – ask the independent Financial Ombudsman Service to review your complaint. Our leaflet *What will happen if you complain* has more details about our complaints procedure. You're welcome to ask us for a copy at any time.

We are a member of the Financial Services Compensation Scheme, set up under the Financial Services and Markets Act 2000. If we cannot meet our obligations, you may be entitled to compensation from the scheme. This will depend on the type of agreement you have with us and the circumstances of the claim. Most types of claims for FCA regulated business are covered for 100% of the first £50,000 per person. This limit applies to all assets held by Equiniti. The maximum compensation is £50,000. For more details about the Financial Services Compensation Scheme

- call the helpline on +44 207 741 4100
- go to its website at www.fscs.org.uk
- write to FSCS, 10th Floor Beaufort House, 15 St Botolph Street, London EC3A 7QU United Kingdom.

Other terms and conditions

17. Using this service may alter your personal tax position. Also, the levels and bases of taxation can change. To be sure you understand all the possible tax implications; you should consult a qualified tax adviser. Your tax treatment will depend on your own personal circumstances.

18. This agreement is only for the benefit of you and us. It will not give any benefits to, nor be enforceable by, any third party.

19. 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 in paying you the proceeds of a sale, 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. We will not be responsible for

- any indirect, special or consequential loss (including direct or indirect loss of profit), however caused, nor
- any loss connected to the timing of a transaction unless it results from the fraud, wilful default, negligence or a breach of the Conduct of Business Sourcebook or the Client Assets Sourcebook in the FCA Rules, on our part, or on the part of our employees or agents.

This in no way excludes or limits any obligations we owe you as our customer under the FCA Rules or the Financial Services and Markets Act 2000.

The amount of our liability for any claim you make (other than for fraud or a breach of the Conduct of Business Sourcebook or the Client Assets Sourcebook in the FCA Rules) will be no more than the difference between what you actually paid or received, and what you should have paid or received if we had carried out your order in accordance with these terms and conditions.

21. We will not be responsible for any delays, losses, costs, damages or expenses you suffer in the event of a 'force majeure' - meaning any failure, interruption or delay in the performance of our obligations as a result of

- industrial action,
- the malfunction or failure of any telecoms or computer service, or CREST
- the failure of third parties to carry out their obligations
- the activities of government or international authorities, including changes in law or regulations
- the circumstances contemplated by paragraph 11.2
- or any other event or circumstance not within our reasonable control

provided, where relevant, that we have complied with the FCA Rules on business continuity. If this type of situation arises, however, we will remedy the situation as soon as reasonably possible.

22. We will be entitled to keep any gains made in the process of correcting mistaken share deals, which would include buying or selling shares at the prevailing market price without an instruction from you.

23. We will send any documents, at your risk, by post to your registered address. Neither we nor the Company will be responsible for any document before it reaches us or after we have sent it to you.

Our policy on conflicts of interest

24. It is possible we will carry out transactions or other business with you, or for you, that could involve a conflict in our duty towards you.

For instance, we or an associate might have a material interest in the transaction, or a business relationship with another party to it.

To deal with such situations, we follow a strict policy:

- we take all reasonable steps to identify and manage any potential or actual conflicts of interest that might arise
- if we are unable, in a particular set of circumstances, to rule out the risk that you could be disadvantaged, we will wherever possible explain the potential conflict of interest to you beforehand.

You're welcome to call and ask us for a printed copy of our policy concerning possible conflicts of interest. At the time of the issue of this document no material conflicts of interest were identified which could not be managed in accordance with the process explained above.

Nothing in these terms and conditions will prevent us carrying out services for others.

25. All cash balances will be held by us as client money under the FCA Rules and as follows:

- we will deposit the cash with a bank, or other financial institution, that is either regulated within the UK to hold client money or is regulated in another EEA country to hold deposits and permissions extend to offering these services within the UK.
- the bank will hold the cash on our behalf in an account separate to any account used to hold money belonging to us in our own right
- we will not, however, be responsible for any acts or omissions of the bank
- if the bank becomes insolvent, we will have a claim on behalf of our clients against the bank. If, however, the bank cannot repay all of its creditors, any shortfall may have to be shared pro rata between them
- You will not be paid interest on cash balances. We will also keep any interest earned or any equivalent fee that the bank in question pays us.
- If, for any reason, a payment we send to you under these terms & conditions does not reach you, we will continue to hold the cash as client money for six years. If, during those six years, there has been no movement on your balance, we may write to you at your last known address at any time after the end of the six years to say that if we do not hear from you within the next 28 days, we will no longer treat the cash as client money. Even if we do stop holding the cash as client money, we will still make good any valid claim you may have to the cash.
- If we are holding cash (whether as client money or not) we may withdraw the cash and apply it towards paying any fees, charges, and other sums due to us

- If in the course of settling a transaction, the movement of funds as part of the transaction which may be through a commercial settlement system on a “delivery versus payment” basis and for a period of time (normally less than 1 business day, but not exceeding three business days) will not be treated as client money.

26. You will be classified for the purposes of the FCA Rules as a retail client. If, however, you would otherwise be an eligible counterparty or a professional client, you may not necessarily have the rights of a retail client under the Financial Services Compensation Scheme. For more information on complaints/compensation, please see paragraph 16 of these terms and conditions.

27. These terms and conditions are governed by English law. You agree that any disputes relating to this agreement may only be dealt with by the courts of England and Wales.

28. 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 regulated to do so by the FCA, if such regulation is required. As part of transferring our rights and obligations to a third party, we may transfer all of the cash, investments and information we hold under these terms and conditions to the third party or its nominee. Where funds are held by us as client money, the third party will continue to hold this as client money.

Alternative Formats

To request these Terms and Conditions in an alternative format, for example Braille, large print or audio tape, please contact us on:

UK Helpline: 0371 384 2030

International Helpline: +44 121 415 7047

A text phone service is also available on:

UK: 0371 384 2255

International: +44 121 415 7028

*Calls cost 8p per minute plus network extras. Lines open 8.30am to 5.30pm UK time, Monday to Friday, excluding UK public holidays.

Overseas Payment Service – Terms and Conditions

Risk Warnings

The legal and regulatory regime applying to the banks across the range of countries will be different from that of the United Kingdom and, in the event of a failure of a bank your money may be treated differently from the treatment which would apply if held by an approved bank in the United Kingdom. Exchange rates are subject to market fluctuation and can go up or down without notice.

You should satisfy yourself that the receipt of sales proceeds from the UK, whether by cheque or direct to a chosen bank account, is in accordance with local legal, regulatory, banking and other requirements.

The service may not suit all holders, as very low-value sales could be less than the minimum charge. In such cases we reserve the right, but we have no obligation, to cancel any instruction.

About this agreement between us

This is an execution only service for automatically converting and crediting sale proceeds payments to a bank account held outside the UK. We will not offer or give any advice on the merits of your instructions. We will not assess the suitability of this service for you and you do not benefit from the rules of the Financial Conduct Authority on assessing suitability.

1. Definitions

Under the agreement between us, the following words have particular meanings:

Service means this Overseas Payment Service. This service is provided by Equiniti Financial Services Limited for payments arising from the sale of shares.

you, your means

- the personal investor, holder or corporate body who signs the application form; or
- if more than one person signs, the joint holders jointly and individually; and/or
- your personal representatives.

we, our, us means Equiniti Group. References to “we, our, us” also include any company to which we may transfer our rights and obligations in accordance with paragraph 8.

Equiniti means Equiniti Financial Services Limited, which is authorised and regulated by the **Financial Conduct Authority of 25 The North Colonnade, Canary Wharf, London E14 5HS** (under reference 468631). The main business of Equiniti Financial Services Limited is investment and general insurance services, and its registered office is in the UK at **Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA United Kingdom**, registered in England and Wales no.6208699. References to Equiniti Financial Services Limited also include any company to whom it transfers its rights and obligations in accordance with paragraph 8.

Equiniti Group means Equiniti Financial Services Limited, its subsidiaries and parent companies and any subsidiary of any of their parent companies.

FCA and FCA Rules mean respectively, the Financial Conduct Authority and rules made by the FCA, which apply to the services provided by us to you, as amended from time to time.

2. The Service we will provide

2.1 Once we accept your instruction to apply for the Service, these terms and conditions and your instruction will together constitute a binding agreement between you and us. Under the agreement:

We will arrange to forward your proceeds from the sale of your shares via the Payment Agent to be converted into local currency, and credited to your bank account, using reciprocal banking agents as necessary. You will receive a sale advice quoted in pounds sterling before deduction of any payment charge and before conversion to local currency.

Your sale advice will show the bank sorting code and account for the Payment Agent (18-50-08 and account 1184****).

2.2 The Service will use exchange rates that are generally preferable to local retail or cheque-conversion rates and charges.

2.3 Payments will take an average of three (3) working days (five (5) days for Spain) to reach your account once issued by the Payment Agent, being generally quicker than awaiting the postal receipt, and the banking of sterling cheques drawn in the UK.

3. Joining the Service

3.1 The decision to join the Service is your responsibility.

If you are not sure whether automated payments can be received directly into your chosen account, please check with your local bank branch.

Payments will be received by your bank branch as domestic or wired payments, or international automated credits depending on the country specific service provided by the Payment Agent in accordance with your instruction.

3.2 You are responsible for ensuring that the receipt of your sale proceeds into your chosen country/bank is for a lawful purpose, and complies with local legal, regulatory and other banking requirements.

3.3 You are responsible for ensuring that all the details on the Share Dealing Form are correctly completed.

Neither Equiniti Group nor the Payment Agent will be responsible for any loss which is caused by incomplete completion of such details by you or your agents.

We have the right to refuse an instruction. If your instruction is incomplete or incorrect and we are unable to get it corrected, we may have to return it without carrying out your instructions.

3.4 Provided we have received the necessary funds from the sale of your shares from the broker, we will, forward the payment due to the Payment Agent (who will act to convert the value into local currency and forward this to your bank account in accordance with your instruction, using reciprocal banking agents as necessary).

Where the transaction results in you being entitled to a fraction of a penny, the treatment by Equiniti may result in us making a gain, you consent to us releasing any such amount to a registered charity of our choice, for or on your behalf. This information is available from us on payment of an administration fee (see List of Charges).

You may calculate the exchange rate used for each payment, by dividing the value received in local currency, by the sterling value on your sale advice (after deducting the service charge from the sterling value before making the calculation).

3.5 Any individual payments over the agreed payment limit of £50,000 may be rejected. If this occurs we will send a sterling cheque in settlement to the holder's registered address.

3.6 If the payment is rejected by your chosen bank or agents, for whatever reason, you will be sent a sterling cheque to your registered address net of the payment charge and any cost of re-conversion from local currency.

3.7 If we have sent you a sterling cheque and you need us to send a replacement there may be a fee to pay. Details of our standard fees when issuing replacement payments can be found at www.shareview.co.uk/paymentreissue. Any fee will be deducted from the replacement payment being sent to you.

4. Tax

If the law obliges us to deduct tax from any payment owing to you, we will only send you the net amount after the required deduction has been made. If you are in any doubt as to your taxation position you should consult your own professional adviser immediately. Your own tax treatment will depend on your individual circumstances.

In the event that any claim or demand in respect of tax is made upon Equiniti Group, you will indemnify Equiniti Group in full in respect of any loss, cost, liability and/or expense occurred by it in connection with any such claim or demand.

5. No third party rights

This agreement is only between you and us. It will not give any benefits to, nor be enforceable by, a third party.

6. Communications between you and us

6.1 Any agreement made between you and us under these terms and conditions will be in the English language. We will always communicate with you in English.

6.2 Please address all letters, instructions, notices and other documents for us to:

Share Dealing Services, Equiniti, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA United Kingdom.

Until your communication actually reaches us at this address, we will not be able to treat it as officially received, nor to act on it.

6.3 We will send any statements, notices and other documents by post to the sole or first-named joint holder.

We may choose not to send out a document if you are not resident in the UK or the address you have given us for posting documents is not in the UK, for example if we believe distribution in that country may be forbidden by law.

6.4 Everything we send you is at your own risk. If you need documents to be reissued or altered, there may be a fee to pay.

6.5 We cannot take any part in, nor any responsibility for, arrangements between joint holders over sharing information or accounting among themselves.

7. Data Protection

7.1 By signing the Share Dealing Form you consent to the processing of your personal data (i.e. name, address, bank

account and payment details) by third party banking agents over which, Equiniti Group and the Payment Agent have no control. In addition you should be aware that data is necessarily transmitted outside the European Economic Area (EEA), where Data Protection controls may differ. In certain jurisdictions Equiniti Group and/or the Payment Agent may be required to provide details such as your full name and address, to comply with local anti-money laundering or anti-terrorism requirements.

7.2 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, don't hesitate to let us know so that we can correct it.

7.3 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.

7.4 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.

8. Terminating our service

We may suspend or terminate the Service at any time. If this happens:

- you will be notified by letter;
- the completion of transactions already under way will not be affected.

9. The Service charges

9.1 We will be entitled to the fees and charges set out at the end of this document.

We may review these charges from time to time.

We will let you know in writing before we change any of them. If at any time you would like an update on our fees they are available from us on request.

9.2 An administration fee will be deducted from the payment and the balance converted into local currency using the exchange rate set out at the end of the document. This administration fee will be deducted even if the Payment Agent is unable to make the payment to you (see paragraph 3.5).

9.3 Where your sale proceeds have been issued in accordance with your instruction but have not been received into your chosen account, an investigation can be made on your behalf but will be subject to a fee where the payment was issued by Equiniti Group correctly in accordance with your instructions.

Details of this fee are set out at the end of this document.

9.4 We may share fees with the Payment Agent.

10. Changing this agreement

10.1 We may amend these terms and conditions from time to time to:

- comply with changes in law or regulation;
- correct inaccuracies, errors or ambiguities;
- take account of any corporate reorganisations within our group of companies 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 computer or database systems;
- our administrative procedures and routines; and/or
- market practice and overall customer requirements
- reflect any other reason.

11. The extent of our liability

11.1 Neither, Equiniti Group nor the Payment Agent can accept liability for:

- Any delay in transmission outside of their control, such as clearing delays in the chosen country, or postal delays in receipt of any instruction or revised instruction from you.
- Legal, regulatory or banking requirements in the chosen country.
- The cost of reconversion to sterling, should a payment in local currency be rejected by your bank branch or its agents.
- Any loss, cost, liability (including without limitation, tax), penalty, obligation, expense, illegality or other matter arising in connection with the service.
- Fluctuations in the rate of exchange between sterling and the chosen currency.
- Outside factors including but not limited to war, terrorism, natural disaster, infrastructure failure, industrial dispute, and changes in legal, tax or regulatory requirements.

11.2 We reserve the right to correct a payment at our expense, without reference to you, if we discover we have made an error, and will notify you (where relevant) of any correction made. In the event that we make an error on your payment and realise a financial gain in putting your shareholding back in the correct position we will be entitled to retain this.

We will not be liable for any loss attributable to a failure to let us know about address or name changes, other changes in personal details, or bankruptcy, or any problem or defect in your ownership or title to the shares and/ or the payment (unless caused by us).

11.3 Neither we nor the Payment Agent will be responsible for any loss which is caused by incorrect completion of the application by you or your agents.

11.4 We reserve the right to delay acting on any particular instruction you give to us, in order that we can:

- get additional information from you;
- comply with any law or regulations; and/or
- investigate the validity or any other aspect of the instruction.

We will not be responsible for any financial loss resulting from such a delay.

11.5 We may do, or stop doing, anything that, in our reasonable opinion, is necessary in order to comply with any laws, rules, regulations or the requirements of any regulatory or other body that are binding on us.

11.6 Payment in accordance with your instructions discharges us and the Payment Agent from further liability in respect of such payment.

12. Conflicts of interest

12.1 The Equiniti Group has established and implemented a Conflicts of Interest Policy (which may be revised and updated from time to time) in line with the FCA rules, which sets out how we must seek to identify and manage all material conflicts of interest. Such conflicts of interest can occur in our day to day business activities: for example, where one of our clients could make a gain at the direct

expense of another client, or we might be faced with an opportunity to make a gain but this would be to the direct disadvantage of one or more of our clients.

12.2 Depending on the exact nature of the conflict of interest involved, we may take certain actions in accordance with the Conflicts of Interest Policy to mitigate the potential impact of the conflict. Such actions may include putting in place controls between the opposing sides of the conflict, which may control or prevent the exchange of information, and/or involve the appropriate management of staff activities and segregation of duties. Where such controls would be insufficient to eliminate the potential material risk of damage to clients from specific conflicts, then we will disclose the general nature and/or source of those conflicts of interest to you prior to us undertaking the relevant business.

12.3 You'll find full details of our Conflicts of Interest Policy at www.shareview.co.uk/Pages/policies.aspx, or you're welcome to contact us and ask us for a printed copy.

At the time of the issue of this document no material conflicts of interest were identified which could not be managed in accordance with this paragraph.

13. Governing law

These terms and conditions are governed by English law. Any disputes relating to the agreement between us will be subject to the jurisdiction of the courts of England and Wales.

14. Complaints and compensation

If you have a complaint of any kind, please be sure to let us know. We will do our utmost to resolve the issue. You can put your complaint in writing to us at:

Complaint Resolution Team, Equiniti, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA United Kingdom

or email us at:

concerns@equiniti.com

or call us on:

International Helpline: +44 121 415 7178

If we cannot resolve the issue between us relating to a payment, you may – so long as you are eligible – ask the independent Financial Ombudsman Service to review your complaint.

A leaflet with more details about our complaints procedure is available – you are welcome to ask us for a copy at any time.

We are a member of the Financial Services Compensation Scheme, set up under the Financial Services and Markets Act 2000.

If we cannot meet our obligations relating to payments, you may be entitled to compensation from the Scheme depending on the circumstances of the claim. For example, the Scheme covers corporate sponsored nominees, individual savings accounts and share-dealing.

Most types of claims for FCA regulated business are covered for 100% of the first £50,000 per person. This limit applies to all assets held by Equiniti. The maximum compensation is £50,000.

For more details about the Financial Services Compensation Scheme, you can call their helpline: 0800 678 1100 or 0207 741 4100 or go to their website at www.fscs.org.uk or write to them at: Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London EC3A 7QU.

Alternative Formats

If you would like these Terms and Conditions in an alternative format, for example Braille, large print or audio tape, please contact us on:

Helpline: +44 121 415 7178

A text phone service is also available on:

+44 121 415 7028

Lines open 8.30am to 5.30pm, Monday to Friday, UK time, excluding UK public holidays.

List of Charges

Payment Value	Admin Fee (inc. VAT) per payment
Up to £10	£3
£10 to £2,500.99	£5
£2,501 to £10,000.99	£10
£10,001 to £25,000.99	£15
£25,001 to £50,000	£20

Exchange Rate (applied per payment converted)
Citibank wholesale rate
Less a margin of 175 basis points

Other Charges

Exchange Advice Note £5.00 per item

(see paragraph 3.4)

Investigation Fee £10 per item

(see paragraph 9.3)

Important Note: The majority of payments made through this Service will be received as domestic Automated Clearing House (ACH) credits. Payments to European countries with the Euro as their local domestic currency will normally be received as Single Euro Payment Area ("SEPA") credits. In some circumstances the beneficiary overseas bank or their agents may receive Wired Payments and may levy additional charges according to their policy. Encashment of a sterling cheque overseas may in many cases incur local bank charges, and at a higher rate than the payment charge quoted for this Service.