

TELEPHONE AND ONLINE DEALING SERVICE TERMS AND CONDITIONS OF BUSINESS1. Definitions and Interpretation

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

“**Business Day**” means a day on which the London Stock Exchange is open for business, normally Monday to Friday, 8am-4.30pm, excluding UK public and bank holidays;

“**Conditions**” means these terms and conditions of business;

“**Corporate sponsored nominee**” means a service provided by MUFG CM where we hold Shares electronically on behalf of holders;

“**CREST**” means the centralised system operated by Euroclear UK & International Limited;

“**Eligible Shares**” means (i) Shares in a broad range of companies for which MUFG Corporate Markets Trustees (UK) Limited is the registrar and also a selection of other leading UK listed companies in which we can arrange trades; and (ii) Shares held in a Corporate sponsored nominee. The full list of Eligible Shares can be viewed at our Website or provided by telephone upon request;

“**FCA**” means the Financial Conduct Authority, whose current address is 12 Endeavour Square, London, E20 1JN (website www.fca.org.uk);

“**Identification Details**” means your name, address including postcode (where applicable), date of birth and Shareholder reference/investor code;

“**LEI**” means Legal Entity Identifier, a 20-character identifier that identifies distinct legal entities that engage in financial transactions and is used for Transaction Reporting under UK MiFID;

“**Limit Order**” means an order pursuant to which you may set a ‘limit price’ (i.e. a target price at which you hope to sell Shares). Placing Limit Orders carries additional risks as detailed in Conditions 31-33;

“**MUFG CM**”, “**we**”, “**us**” means MUFG Corporate Markets Trustees (UK) Limited, a company registered in England with company number 2729260 whose registered address is, Central Square, 29 Wellington Street, Leeds LS1 4DL. MUFG CM is authorised and regulated by the Financial Conduct Authority (see ‘FCA’ below) with registered number 184113. The main business of MUFG CM is the provision of dealing, administration, trustee, and nominee services;

“**MUFG Corporate Markets**” means MUFG Corporate Markets Trustees (UK) Limited and/ or its affiliate MUFG Corporate Markets Trustees (Ireland) Limited;

“**NCI**” means National Client Identifier as defined under UK MiFID;

“**Service**” means this telephone and online dealing service as described in full in these Conditions. We can be contacted by telephone on 0371 664 0445. Calls are charged at the standard geographical rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. We are open between 09:00 and 17:30, Monday to Friday excluding public and bank holidays in England and Wales. To deal online our address is www.sharedeal.cm.mpms.mufg.com;

“**Settlement**” this is the date when payment is due from the market in the case of Share sales and when Shares are due for delivery from the market in the case of purchases;

“**Shareholder**” means a direct holder (via a certificated holding) or an indirect holder (via a Corporate sponsored nominee) of Shares, as applicable;

“**Shares**” a share is a portion of the capital stock of a company which typically entitles the holder to vote at general meetings, receive income in the form of dividends and to share in the surplus assets of the company in the event of a winding up; and

“**Website**” means our website at www.sharedeal.cm.mpms.mufg.com and any other online websites we provide in connection with this Service, provided however that certain services available on the Website are only available after you login to your account.

The headings in these Conditions are for convenience only and shall not affect the interpretation or construction of these Conditions.

Reference to any statute, statutory provision or the FCA rules includes a reference to that statute, statutory provision or the FCA rules as from time to time amended, extended or reenacted.

Any phrase introduced by the terms **including**, **include**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

The Service

This Service is an ‘execution only’ service through which we will receive telephone and online instructions from you to buy or sell Shares and transmit these orders on your behalf to an authorised broker for execution. It is designed for those with a reasonable understanding of how financial markets operate and the risks involved. The Service is provided by MUFG Corporate Markets Trustees (UK) Limited, trading as MUFG Corporate Markets.

2. MUFG CM reserves the right to terminate the Service or to vary these Conditions, with notice where practicable. **Your use of the Service will constitute your agreement to be legally bound by these Conditions and also that you consent to us making information available under these Conditions via our Website where law and regulation permits us to do so.**
3. The Service is only available to Shareholders (including legal representatives such as executors whose details have been registered with registrars) aged 18 or over (in the case of natural persons), who are resident in the UK, Channel Islands or the Isle of Man (or any other country confirmed by MUFG CM in writing provided that such shareholders have requested at their own exclusive initiative that the Services be provided to them) and hold Eligible Shares. The Service is normally only available for individual transactions that do not exceed £50,000, or €55,000, inclusive of fees and commissions, except at our absolute discretion and is conditional on our being able to verify your identity and details of your shareholding.
4. We may decline to accept an instruction to sell Shares, or, having received your instructions, we reserve the right to refuse to act upon them without informing you of our reasons.
5. The Service enables you to buy and sell ordinary or preference Shares, which are classified under FCA rules as ‘non-complex instruments’ traded on a regulated market. This means that MUFG CM is not required to assess the appropriateness of the instrument or the service provided or offered to you and, as a result, you will not benefit from the protection of the FCA rules on assessing appropriateness. Therefore, we will not assess whether: (i) the Service meets your investment objectives; (ii) you would be able financially to bear the risk of any loss that the Service may cause; or (iii) you have the necessary knowledge and experience to understand the risks involved.
6. MUFG CM is also not required to assess the suitability for you of any product, service or transaction provided or offered to you in connection with the Service.
7. The Service is available on any Business Day by telephone or at our Website. Instructions submitted on a day which is not a Business Day or outside of London Stock Exchange trading hours will be deemed to have arrived on the immediately following Business Day.

Customer categorisation

8. For the purpose of the FCA rules, you will be classified as a retail client on the basis of the information available to us. You may request to be treated as a different categorisation of client, meaning that you will receive less regulatory protection, however we have no obligation to accept such a request. The Service is not available to persons or firms who are authorised and regulated by the FCA, their nominee bodies or custodians or other regulated persons or firms. Please note, although we will classify you in this way, you may not be eligible to refer to the Financial Ombudsman Service or the Financial Services Compensation Scheme if you fail to meet their own eligibility criteria.

Verifying your identity

9. To enable you to use the Service, you must identify yourself using your Identification Details. You will be offered a limited number of attempts to enter your Identification Details correctly. If you fail to enter your Identification Details correctly within the number of attempts permitted, your right to use the Service may be withdrawn. You must keep your Identification Details secure and not disclose them to anyone else.

If you believe that someone else has wrongfully obtained any of your Identification Details, you should immediately notify us either by telephone or in writing to MUFG Corporate Markets, Share dealing, Central Square, 29 Wellington Street, Leeds LS1 4DL.

10. You are responsible for the security of your personal details and so long as they reasonably appear to come from you, we will assume that instructions that claim to come from you are genuine. With this in mind, you should take adequate precautions, such as:

- (a) not leaving your system unattended while you are connected to the Service online; or
- (b) keeping your Identification Details secure and not disclosing them to anyone else; or
- (c) not using the Service from any computer connected to a local area network without first taking reasonable steps to ensure that no-one else will be able to observe or copy your Identification Details or obtain access to the Service claiming to be you.

If you do not take reasonable steps to keep your details secure or fail to tell us as soon as you believe your details have fallen into other hands, we will not be liable for any losses you may suffer as a result, provided that we have acted with reasonable care.

11. We reserve the right to require any person(s) using this Service to produce satisfactory evidence of their identity to enable compliance with applicable regulations (e.g. the UK Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017). If we require such evidence, we may use an electronic database(s) to establish your identity. This may include making searches at credit reference agencies which may be recorded by the credit reference agencies. We may check what you have told us and share information with fraud prevention agencies. You must give us accurate information as if you give false or inaccurate data and we suspect fraud, we may record this at the fraud prevention agencies. These records may be used by us and other organisations to help make decisions about you and members of your household for credit and credit-related services, to manage your accounts, for debt tracing, fraud prevention and to prevent money laundering.
12. If your instruction is received accompanied by any documentation that requires verifying and/or authenticating this may result in a delay in the execution of the deal. Examples of such documentation may include, but are not restricted to, articles of association, authorised signatories lists, a marriage certificate, death certificate, grant of representation, power of attorney, or court orders. In such circumstances, we will use reasonable endeavours not to cause undue delay in the execution of the instruction to deal. If an instruction to deal is delayed for this reason, we will not be liable for any fluctuation in the Share price and therefore any actual or potential loss or gain in connection with the transaction (or any related transactions that may or may not be disclosed to us) in the time it takes us to verify or authenticate such documentation.

Selling & buying shares

13. **Your instructions may not be withdrawn once given, except in the case of a Limit Order that has not been executed.** By instructing MUFG CM to sell Eligible Shares through the Service, you undertake, represent and warrant that (a) your Shares will be transferred with full title guarantee and free from liens, charges, or other third party rights of any kind; (b) that you and any underlying beneficial owner are entitled to sell the Shares and (c) that the use of the Service by you or the sale of the Shares pursuant to the Service does not and will not breach any applicable laws.
14. If you are selling certificated Shares, you must have valid share certificate(s) available at the time you instruct us to place the deal and we may require sight of your certificate(s) before we agree to process your instruction. When buying Eligible Shares, you must be able to pay the total cost of the purchase at the time we accept your order. We will only purchase your Shares after we have physically received cleared funds to cover the purchase including any charges and any additional documentation we have requested, including evidence to confirm your identity. Shares purchased will be registered into the names of existing Shareholders only. When taking instructions to purchase Shares, we will only accept valid debit cards issued on an account in your name or in the name of yourself and spouse who is resident at the same address. For transfers of purchase funds via BACS, CHAPS or any other wire transfer method MUFG CM cannot accept transfers from any third-party accounts, only from an account in your name or in the name of yourself and spouse who is resident at the same address. Shares will only be purchased once the transfer has cleared, and we are in funds. We will not be liable for any failure by your bank to authenticate and/or authorise a payment.
15. Your instruction will only be accepted if the relevant NCI/LEI information is provided to us for all relevant parties. Further information on the relevant NCI/LEI for your trade can be found on www.signalshares.com/help-centre/ or by calling (+44) (0) 371 664 0381.
16. If sufficient liquidity does not exist to enable us to sell or buy Shares electronically, we may at our discretion, execute your instructions manually in which case we reserve the right to amend our charges to reflect any additional market risk we face. We will tell you about these charges first and you will have the opportunity to decline the trade.

17. Your order may be aggregated with those of other Shareholders for execution. Aggregated orders may result in a large number of Shares being dealt in the market which may result in a higher or lower price being obtained or a delay in executing the order in full on the designated market. In the event that it is not possible to fully execute an aggregated order on the day the order is placed, the broker will be instructed by MUFG CM to fulfil the order in its entirety, which may take a number of days. Sale proceeds will only be issued after the broker has provided a contract note to MUFG CM confirming fulfilment of the order. In placing an aggregated order irrespective of the size of the order and the length of time taken to fulfil the order in the designated market, a more or less favourable price might be achieved than if your order had been executed separately.
18. Within one Business Day of the date of a transaction, we will issue you with confirmation setting out details of the transaction and the terms of settlement; by providing us with your email at the point of your transaction you are providing us with your specific consent to communicate with you electronically, otherwise we will issue this to you in writing. This may include any changes to our fees and charges, and you will be deemed notified of such changes upon being emailed the link to our Website. However, an electronic copy of the confirmation will be available on the Website promptly after the transaction is executed. You should retain your written confirmation for tax purposes. If you do not receive a confirmation or you consider that the confirmation does not match your instructions, or any other details are incorrect, then you should notify us as soon as possible. If you fail to notify us of any error as soon as possible the confirmation will be binding upon you, although this does not affect your right to make a complaint about us.
19. We will only release your sale proceeds after we have physically received:
 - (a) in the case of sales involving share certificate(s), a CREST transfer form duly completed and signed by (all) the registered Shareholder(s) together with a valid share certificate(s) for all the Eligible Shares you are selling; and
 - (b) any additional documentation we have requested, including evidence to confirm your identity.
20. Settlement for the purchase or sale of Eligible Shares in a company for which MUFG Corporate Markets Trustees (UK) Limited is the registrar or where your Shares are held in a Corporate sponsored nominee will normally take two Business Days from the date of the transaction, or up to ten Business Days if you are dealing in Eligible Shares in a company for which MUFG Corporate Markets Trustees (UK) Limited is not the registrar, unless otherwise stated on the contract note.
21. In respect of the sale or purchase of Shares, settlement will be effected by means of a delivery versus payment transaction (commonly referred to as DvP) within CREST. In order to effect a delivery versus payment transaction, your Shares/ monies (as applicable) will not benefit from the protection provided under the FCA client money and custody rules. We will hold your Shares/ monies outside of such protection for no longer than the duration provided for, and in accordance with, the rules of the FCA.
22. **In the case of sales involving share certificate(s) you must provide your valid share certificates and a completed CREST transfer form signed by (all) registered Shareholders or returned or correctly completed any documentation we have requested (or provided satisfactory evidence of your identity) within seven Business Days of the transaction date as shown on the advice we send you.** If we are unable to settle a sale transaction for any reason, including (without limitation) if you fail to provide these documents, you authorise MUFG CM to take any action that we reasonably consider appropriate, including buying back the Shares at the then prevailing rate. In the event MUFG CM chooses to exercise its right to buy back the Shares:
 - (a) should the then prevailing price be lower than the original sale price per share, you will receive the same number of Shares. Any excess sale proceeds will be retained by MUFG CM and not passed to you; or
 - (b) should the then prevailing price be higher than the original sale price, you will receive a lower number of Shares (compared to the original number of Eligible Shares you held) and any funds remaining (which do not cover the price of a single Share) shall be retained by MUFG CM and will not be passed to you.

You will be responsible for any other loss, cost, liability and

expense we may reasonably incur, including (without limitation), making good any dividends or benefits associated with the Eligible Shares sold, reasonable associated dealing costs, administration charges and legal fees which we have to pay.

Payments

23. Sale proceeds will normally be sent as soon as practicable after we receive the settlement proceeds from our broker, provided we have received all the relevant documentation to settle the trade. The proceeds of settled sale transactions will normally be sent in the form of a sterling, or euro-denominated cheque (depending on the currency in which we deal). In exceptional circumstances, we may at our discretion make payment by wire transfer provided you are able to provide evidence that the bank account to be used is held in your name. If you are a Shareholder in another company and resident outside the UK, you may be able to use the International Payment Service provided by MUFG Corporate Markets Trustees (UK) Limited to request payment in your local currency direct to your bank account. Please contact us if you require further information about the International Payment Service. Please note, if you are resident outside of the UK and you receive sale proceeds in euro or if you are a Shareholder in any company and you receive your sale proceeds through the International Payment Service, you will lose the full protection of the UK client money regulations, as described in Conditions 35-40 below, while the proceeds are despatched by our local payment processor. If you wish for your sale proceeds to remain protected by the client money rules, please contact us urgently and we will arrange for you to receive a sterling cheque drawn on a UK bank account. If payment made by our payment processor is rejected by your bank, we will deduct any bank charges incurred from your sale proceeds before they are re-sent.
24. All cheques will be sent to the registered address appearing on the Register and the cheque will only be made payable to the named Shareholder(s). Where holdings are registered in joint names, settlement cheques will be made payable to all registered Shareholders. Cheques will not be made payable to any other third party except at our reasonable discretion. Where the Shareholder is deceased, settlement cheques can only be made payable to the deceased and their representatives, as registered with the registrar/ Corporate sponsored nominee provider. Cheques cannot be made payable to another party unless we are in receipt of written instructions to that effect signed by all registered Shareholders. In the case of a purchase or sale of a part holding, we will send you a share certificate as soon as practicable after we have received it from the registrar of the relevant company. If you hold Shares through a Corporate sponsored nominee service, you will not receive a share certificate.
25. If any payment is not received by us on the due date for payment then, without limitation of any other rights which we may have, we will be entitled to charge interest on the overdue amount (both before and after judgment) at the rate of 1% above the sterling base rate from time to time of MUFG CM's main UK bank from the due date until the actual date of payment.

Fees & charges

26. Commission and charges due to us for use of the Service will be payable at the rates prevailing at the time your order is accepted. We reserve the right to impose additional reasonable charges for late delivery of valid stock transfer forms and/or share certificates (where applicable) and for arranging duplicate documentation or settlement cheques. Details of our commission and charges are available at <https://sharedeal.cm.mpms.mufg.com/faqs/before-you-deal/> and/or will be notified to you at the time of dealing. Other fees, levies and taxes may exist which are not imposed or collected by MUFG CM and we will not be liable for informing you of any such costs. Registrars normally charge for the provision of a duplicate share certificate(s) but we will not be responsible for collecting or informing you of their costs.
27. MUFG CM may charge an administration fee for re-issuing a cheque to you at its then prevailing rate, which is (including value added tax) currently £16.50 (€20.00 in the Republic of Ireland), to reasonably reflect the costs we will incur in cancelling the original cheque. We may also levy an administration fee of £17.50 (€21.00) where we receive written instructions, prior to payment being made, to issue the cheque to a third party other than the registered Shareholder. If we agree to pay your sale proceeds by wire transfer, we may charge an administration fee of £25.00 (€30.00) to cover the additional costs involved. Any cheque sent to us should be made payable to 'MUFG Corporate Markets Trustees (UK) Limited'.
28. If you need to conduct multiple transactions, for example due to a transaction limit on your debit card, you will be charged a commission for each transaction, and this may work out more expensive than if you had conducted a single transaction.

29. **An administration fee of £20.00 (€30.00 in the Republic of Ireland) will be payable to reflect any costs incurred in the event we are required to buy-back Shares due to your failure to deliver valid share certificate(s), signed CREST transfer forms or any other documentation required to complete your transaction (see Condition 22).**

Limit Orders

30. You can place Limit Orders using this Service. **You should note however that there are special risks and considerations that apply to Limit Orders.** If you place a Limit Order to sell Eligible Shares, we will use our reasonable endeavours to execute the order in accordance with its terms but do not guarantee to do so. It will be your responsibility to monitor the order either by calling us to check progress or through our Website and we give no assurance that Limit Orders will be executed, even if the limit price is met, in full or at all, for the reasons given in Condition 31 below. We will execute a Limit Order to the extent we are reasonably able. You may amend or cancel any Limit Order placed with us up to the time of execution. You can instruct us to remove your Limit Order either by calling us or through the Website. Sometimes we get an improved price from the market so the trade may execute at a better price than the trigger value you have set. By agreeing to this service you are providing your express consent not to have your Limit Order published. You may choose to advise us otherwise and we will publish information on your Limit Order. This information does not contain any personal details.
31. Your Limit Order could fail as a result of:
- (a) market conditions at the time (such as a "fast market" where the market is so volatile that prices quoted by market makers are only indicative rather than guaranteed or where we are unable to access market prices);
 - (b) other clients having placed similar Limit Orders, and having an earlier time priority than your order (and so being executed in priority to your order);
 - (c) other factors outside of our control. For example, if the maximum size of order that can be traded online has changed since you placed the order or where we have been unable to verify your identity. Verification of your identity will only occur at the point at which your Limit Order attempts to execute and not at the point when the Limit Order is first submitted.
32. Where a corporate action (e.g. a takeover or a rights issue) affects the price of the Shares in question we will endeavour to delete your Limit Order as soon as we receive notification of this.

Best execution

33. We will comply with our regulatory obligation to act in your best interests when receiving orders from you and transmitting them to brokers on your behalf for execution. We do not execute orders but will place the order with a broker. We reserve the right to instruct brokers from time to time and will rely on these brokers to take all sufficient steps to obtain, when executing orders, the best possible result, in accordance with the FCA rules. The main factors normally used to determine the best possible result will be price and the costs related to execution. We will also check that each broker has in place a policy and procedures designed to obtain the best possible result, subject to and taking into account the nature of your order(s) and the market in question. We will monitor these brokers and review their performance at least once a year. If we are required to execute your order or the aggregated order in tranches and your contract note refers to the average price of the Shares, you may request us to provide the price of each tranche by writing to us at the address set out in section 52. A full copy of MUFG CM's best execution policy is available online at <https://sharedeal.cm.mpms.mufg.com/services/best-execution/> or upon written request to the address provided in section 52.

Your personal information

34. MUFG CM collects personal information about you and we are committed to protecting this information and your privacy. A full copy of MUFG CM's privacy policy is available online at <https://www.mpms.mufg.com/en/policy-statements/privacy/> or upon written request to the address provided in section 52.

Client money and assets

35. Money received in connection with this Dealing Service will be treated as 'client money' and held in a client bank account in

accordance with the FCA rules. **No interest shall be payable to you in respect of such client money.**

36. Client money will be pooled with funds held on behalf of other investors using the Service. **In the event of the financial failure of MUFG CM or another financial institution holding client money on behalf of MUFG CM, all client money bank accounts operated by MUFG CM may be pooled together. This could result in you receiving less back than you may be entitled to.**
37. All due skill, care and diligence will be taken in the selection, appointment and periodic review of the financial institution used to deposit client money.
38. Where proceeds from the sale of your Shares and any residual proceeds are sent to you by cheque under these Conditions, they will benefit from the protection provided under the FCA rules in relation to client money until the cheque has passed through the bank clearing system. We will issue you a reminder of any uncashed cheques on a quarterly basis. Should the cheque remain uncashed after our third (3rd) notification we will deem that you have "gone away" and to reduce any potential risk of fraud we will no longer issue you with the notification of your balance.
39. In certain situations, for example where a trade takes more than two Business Days to settle, we may find ourselves holding safe custody assets, as defined by the FCA rules, for you in respect of the Service. If this happens, we will hold such assets in a way that ensures that they are adequately protected for you in the event of our failure. Should a situation where we are holding safe custody assets for you arise, we will promptly write to you with more information.
40. You agree that we may pay away any unclaimed client money or safe custody assets ("**Client Assets**") to charity in accordance with the FCA rules. We undertake to make good any valid claim which may subsequently be made against any unclaimed Client Assets paid to charity in this way and reserve the right to request such evidence as we feel reasonably necessary to confirm the identity of the person claiming these Client Assets in order to validate any claim prior to settlement. Subject to Condition 47, we will not be liable for any losses or claims for interest whatsoever in respect of such unclaimed Client Assets unless such losses or claims were caused by our fraud, wilful default, negligence or breach of the FCA Rules or Financial Services and Markets Act ("FSMA").

Liability and risk

41. **You will be solely responsible for the decision to sell or buy Shares using the Service.** Neither MUFG CM nor the broker will provide investment or taxation advice to you as part of the Service. If you are in any doubt as to what action (if any) to take, you are recommended to seek your own advice from a suitably authorised and qualified advisor.
42. The price of a Share depends on fluctuations in the financial markets outside MUFG CM's control and past performance is no indicator of future performance. The value of Shares and the income from them can fall as well as rise and you may not recover the amount of money you invest. Any dealing should be considered as part of a diversified portfolio. The risks that are relevant to Shares include but are not limited to:
- (a) the risks that the issuer of a Share becomes insolvent, and so the Share becomes valueless;
 - (b) as Shares are valued from second to second, for example because of market perception of the value of the Share, their buy and sale value can sometimes fluctuate widely;
 - (c) the risk that it becomes difficult to find a buyer for a Share if you wish to sell it, meaning it is not possible to obtain a full price for the Share;
 - (d) the risk of sudden changes in the market for a Share, for example a regulator suspending trading in a particular Share;
 - (e) the value of Shares may rise or fall due to the volatility of world markets, the economy, interest rates and capital values; and
 - (f) if the Shares are in a company in an emerging market, where for example the legal, judicial and regulatory infrastructure is still developing, there is greater uncertainty regarding how the market for Shares will function, and a greater risk of fraudulent activity.
43. The Service is not being offered to residents of any territory outside of the UK, Channel Islands or the Isle of Man (unless confirmed otherwise by MUFG CM in writing in respect of a particular territory). Any such person receiving the Service documents should note that they are for information only. It is the responsibility of a Shareholder in any jurisdiction to ensure compliance with local law and regulatory requirements.

44. We will not be liable for any special, indirect or consequential damage or loss suffered by you (including any loss of profits).
45. We will not be liable for any losses or expenses suffered by you as a result of a delay or failure due to circumstances beyond our reasonable control (for example, failure of computer systems or telecommunications links or overriding emergency procedures, postal delays, flood, fire, storm, labour disputes, accidents, vandalism, malicious damage, war or terrorism, failure of third parties to carry out their obligations, the suspension of trading by any exchange or clearing house, the acts of governmental or regulatory authority (including changes to any applicable laws or regulations)), or the absence of, or inaccuracy in any information provided to us by you or on your behalf. We will, where possible, take such reasonable steps as we can to provide the Service as soon as possible.
46. We shall not be liable for acting upon any instructions which are forged or fraudulent and shall be entitled to assume that all instructions are genuine provided that we have acted with all due care in accepting those instructions. In the case of telephone instructions, we may assume the identity of the caller or sender is genuine unless it would have been obvious to any reasonable person that he or she was not and provided that we have acted with all due care in accepting those instructions.
47. Nothing in these Conditions excludes or limits:
- (i) our liability for death or personal injury caused by our negligence; or
 - (ii) our liability for any losses or expenses suffered as a direct result of our fraud; or
 - (iii) any other liability which cannot be excluded or limited by law, including the FCA rules.
48. Our liability to you under these Conditions is limited to any losses directly associated with the act or omission that gave rise to the liability. We will not be liable for any other damage or loss suffered by you which we could not reasonably have foreseen (for example, the loss of an investment opportunity as a result of any delay in selling your Shares).

Complaints & compensation

49. If you think that you have reason to make a complaint, please either call us or write to: **MUFG Corporate Markets Trustees (UK) Limited, Share Dealing, Central Square, 29 Wellington Street, Leeds LS1 4DL.** Your complaint will be fully investigated, and a full resolution sought. If you remain dissatisfied, you may be able to refer the matter to the Financial Ombudsman Service, Exchange Tower, London E14 9SR. You can find additional information at www.financial-ombudsman.org.uk. MUFG CM's complaints procedure is available upon request, but a copy will automatically be provided in the event of a complaint being received. If you have used our online dealing service, you can also register a complaint with the European Union's Online Dispute Resolution platform. Their website is <http://ec.europa.eu/consumers/odr/>.
50. We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim, but most types of investment business are covered up to a maximum of £120,000 as at the date of these Conditions. This amount may be subject to change. Further information about compensation arrangements is available from the Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY. Telephone: +44 (0) 20 7741 4100.

Contacting each other

51. You may communicate with us by email on info.uk@cm.mpms.mufg.com or via a designated web portal as notified by us from time to time. All communications between you and us, pursuant to these Terms and Conditions, must be in English. You can also call us on (+44) (0) 371 664 0381.
52. If you wish to write to us by post, you may do so at the following address:

**MUFG Corporate Markets
Share dealing
Central Square
29 Wellington Street
Leeds LS1 4DL**

General

53. All communications will be sent by us to your last email address that you have notified to us. Communications sent to you by email will be treated as received by you at the time the email is evidenced as sent by us on a Business Day. All communications sent to you by post will be treated as received by you on the second Business Day following the day they were sent in the case of an address in the UK or on the fifth Business Day following the day they were sent in the case of an address elsewhere outside of the UK. We accept no liability prior to receipt by us of any communication or documents from you or, where relevant, after despatch of any communication, document or cheque to you. All documents and cheques, whether posted by you or by us will be posted at your own risk. **We recommend you send share certificates and other important documents to us by recorded or special delivery for your own safety and security.** All communications in respect of the Service must be in the English language.
54. You are responsible for keeping your contact details up to date, by notifying us in writing of any change of name, your email address, your physical address, and your bank account details. You must also provide us with the supporting documentation where required (e.g. in the case of a change of name, the deed poll or marriage certificate).
55. If you have elected to receive electronic communications, by sending to your email address a MUFU CM to our website, we will have discretion to use that website to inform you of matters concerning the provision of the Service, including any amendments to these Conditions. This may include any changes to our fees and charges, and you will be deemed notified of such changes upon being emailed the link to our website.
56. If you hold your shares in 'certificated' form, you will receive a share certificate from the registrar after settlement of the purchase. Please note that, unless we have informed you otherwise, all communications and documents, including share certificates posted to you by the registrar or sent to you by us by post are sent by second class post or by an equivalent method of postage. Any communications or documents, including share certificates, posted to you by us (or by you to us) are posted at your risk. If the documents, including share certificates, are lost there may be costs associated with obtaining a replacement. For instance, this may include you having to pay for lost share certificate indemnity insurance which can be a significant cost where the value of the shareholding is high. If you would like your documents or share certificate to be delivered to you by courier, or tracked delivery, please contact us and this can be arranged for an additional fee.
57. Where we feel that this is appropriate, we would like to write to you (or email you) with marketing information. Please note this would be different to sending you communications relating to the Service. This marketing information will cover:
- (a) MUFU CM products and services we believe may be of interest to you such as our share dealing services, nominee services, international payment services, services in relation to initial public offerings and services which complement or are similar to this Service; and /or
 - (b) Selected products and services from third party businesses we know and trust. This means services from other companies in our group as well as other companies outside our group in relation to financial education, corporate actions such as initial public offerings, investment and saving products (eg. ISAs, SIPPS and other financial products), international payment services and services which complement or are similar to this Service.
58. We may also contact you to obtain your feedback on our products and services, for example, through surveys.
59. If you wish to give consent to receive, from us, by POST OR EMAIL, the marketing communications and requests to participate in surveys described above (i.e. about our own products/services and about the products/services of the other people we have described to you) please tick the appropriate box on the form that we send to you at the appropriate time.
60. You can withdraw your consent at any time by contacting us using any of the methods set out below or by contacting us at info.uk@cm.mpms.mufg.com or at MUFU Corporate Markets, Share dealing, Central Square, 29 Wellington Street, Leeds LS1 4DL. As soon as possible after receiving your withdrawal, we will remove you from our marketing databases. You would need to write separately to the third parties using the unsubscribe link in their emails if you want to stop their own marketing to you.
61. We will assume that any communication which appears to have come from you, is from you and that any document, which we receive, and which appears to have been signed by you, has been so signed
62. All transactions will be subject to the rules, regulations, customs and market practice of the London Stock Exchange or ICAP Securities and Derivatives Exchange (as applicable). All dealing will be conducted on a regulated exchange; the share prices between different exchanges may vary.
63. If you sell Shares and you receive a benefit (such as a dividend) which relates to such Shares but to which you are not entitled, you may have to account for this benefit to the new owner of the Shares. If you receive any such benefit, you must contact us immediately to arrange for it to be paid to us or to the purchaser.
64. Proceeds from the sale of your shares and any residual proceeds will be sent to you by cheque as set out in these Conditions and will benefit from the protection provided under the FCA rules in relation to client money and assets until the cheque has passed through the bank clearing system. We will issue you a reminder of any uncashed cheques on a quarterly basis. Should the cheque remain uncashed after our third (3rd) notification we will deem that you have "gone away" and to reduce any potential risk of fraud we will no longer issue you with the notification of your balance.
65. Our Website is accessed through the internet, a public system over which MUFU CM has no control, and you must therefore ensure that your computer system is adequately protected from interference and against acquiring a virus or other harmful code through use of the Service. We accept no liability for any damage to your computer system or equipment due to viruses that may be transmitted through our Website unless we could reasonably have been expected to prevent such damage.
66. The information on our Website is not intended for distribution to any jurisdiction or country other than the UK (unless otherwise confirmed by MUFU CM in writing).
67. The news, prices, opinions and other information on our Website are taken from a variety of sources and whilst believed to be reliable they are not verified and are not guaranteed to be complete or accurate and are subject to change without notice. Our Website does not constitute an offer for the purchase or sale of any investment. We are not acting as your professional adviser in providing the news, prices, opinions and other information on our Website and you should exercise your own judgement and, where appropriate, seek independent advice from a suitably qualified professional adviser before contemplating any investment or transaction. Information provided through our Website is for your personal use only and may not be re-published or re-transmitted.
68. In accordance with FCA rules, MUFU CM has in place arrangements, which may be updated from time to time, to take sufficient steps to prevent and manage conflicts of interest that arise between itself and its clients or between its clients. MUFU CM will deal with potential conflicts of interest in accordance with its Conflicts of Interests Policy which provides that it will identify and manage conflicts of interest to ensure fair treatment of all clients and that it acts in the client's best interests. If it is not possible to prevent or manage a potential conflict of interest then MUFU CM may, as a measure of last resort, are not able to ensure, with reasonable confidence that the risk for damage to your interests cannot be prevented, seek to disclose the general nature and/or sources of conflict to you before undertaking business for you. MUFU CM will provide full details of our Conflicts of Interest Policy upon receipt of a written request from you.
69. As part of providing our service to you, we may give or receive acceptable reasonable minor non-monetary benefits. These are benefits which are capable of enhancing the quality of service provided to you; of a scale and nature that could not be judged to impair our compliance with our duty to act honestly, fairly and professionally in your best interests; and reasonable, proportionate and of a scale that is unlikely to influence our behaviour in any way that is detrimental to your interests. Such benefits would usually comprise hospitality of a reasonable de minimis value, such as food and drink during a business meeting or a conference, seminar or other training events.
70. These Conditions and any contractual or non-contractual claim or dispute arising out of or in connection with these Conditions will be governed by English law. The English courts will have exclusive jurisdiction and all correspondence will be in the English language.