

Dear Shareholder

Monthly Postal Share Dealing Service

MUFG Corporate Markets ("MUFG CM") offer a postal share dealing service which allows you to sell your shares on the first Wednesday of each month. In order to take advantage of this service, you will need to complete and return the enclosed pack and return it to MUFG CM.

Alternative sale facilities are available, however, please note that you will need to appoint either a US agent or an agent with the ability to deal in the US to sell your shares on your behalf.

What is the service?

The service allows eligible Signet Jewelers Limited ("Signet") shareholders to sell their shares on the New York Stock Exchange ("NYSE").

How much does it cost?

Sales commission will be charged at 1% of the value of the transaction, subject to A minimum of £50.

Who is eligible to use this service?

This service is available to all Signet Jewelers Limited shareholders (including legal representatives such as executor(s) whose details have been registered with MUFG CM) who are resident in the UK, the Channel Islands, or the Isle of Man.

The Service is not available to US citizens, persons who are tax resident in the US or any person who is a 'US person' (in relation to US tax regulations and guidance and procedures in relation to the US Internal Revenue Service).

When will my shares be sold?

Your shares will be sold on the NYSE on the first Wednesday of the month, providing your duly completed Postal Dealing Instruction Form (together with your share certificate(s), identification documents and completed W-8BEN form) is received by MUFG before 5pm on or before two business days before the first Wednesday.

If your instructions are received by MUFG CM after 5pm two business days before the first Wednesday of the month, your shares will be sold on the NYSE on the first Wednesday of the next calendar month.

Your shares will be sold in US Dollars and the proceeds converted into Sterling.

Once my shares have been sold, how and when will I receive my payment?

Your proceeds will be sent to your bank details specified on the Instruction Form by MUFG CM direct to this bank account. Your bank details will be validated for Anti Money Laundering (AML) purposes using Experian Bank Wizard. Should these checks fail, you may need to provide a copy of a bank statement less than 90 days old. MUFG CM cannot make third party payments.

Your proceeds will be sent to you electronically approximately two and a half weeks from the date of sale.

You will also receive a sale advice notification, confirming the share price at which your shares were sold.

If your details at the top of this page are incorrect, please call

0371 664 0445

(Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom will be charged at the applicable international rate. We are open between 8.00am–4.30pm, Monday to Friday excluding public and bank holidays in England).

+44 371 664 0445

(from outside the UK or Email)

shareholderenquiries@cm.mpms.mufig.com

Proof of Identity

MUFG Corporate Markets has a regulatory obligation to carry out checks to confirm the identity of our customers and verify their place of residence.

In order to complete this verification, we require you to supply two separate documents from the list shown overleaf. One document must be from List A as evidence of name, and one document must be from List B as evidence of the registered address. Please note that the document you provide from List A cannot also be used as evidence of your address from List B.

Your original or certified photocopied documents must clearly show your full name and current registered residential address confirmed at the time the share trade was instructed. The registered address is also recorded on the Register of Members and share certificate if the shares are held in paper format.

List A – Evidence of Name	List B - Evidence of address
<p>Please provide one of the following documents:</p> <ul style="list-style-type: none">– Current signed passport– EEA member state identity card– Current full UK or EU photo card driving licence– Current full UK driving licence (paper version)– Recent Inland Revenue Notice of Coding for Tax purposes or other Inland Revenue notifications – P45 and P60 are not acceptable– A letter issued by the Department for Work and Pensions (issued within the last 12 months from the date of this letter)	<p>Please provide one of the following documents:</p> <ul style="list-style-type: none">– EEA member state identity card which includes an address.– Current UK/EU photo card driving licence.(Since 8 June 2015, the paper counterpart to the photo card driving licence isn't valid and is no longer issued by DVLA)– Current full UK driving licence (paper version)– Most recent mortgage statement (issued within the last 12 months)– Local Authority Tax bill for the current year.– Current utility bill (Water, Gas, Electricity or Landline telephone issued with the last three months)– Current Bank/Building society statement (issued in the UK, EU or an equivalent jurisdiction) – must be an open account and issued with the last three months– (Mobile phone bills are not acceptable) (Credit card statements are not acceptable)

What do I do next?

To take advantage of this service, simply complete the **Postal Dealing Instruction Form** enclosed and return this together with your share certificate(s) and identity documentation (a list of acceptable documents can be found above) to MUFG CM in the pre-paid envelope provided. You will also need to complete, sign and return the enclosed W-8BEN form. For information about how to complete the W-8BEN form, please visit <https://www.irs.gov/pub/irs-pdf/iw8ben.pdf>

Yours sincerely

MUFG Corporate Markets

Postal Dealing Instruction Form – Signet Jewelers Limited

Please complete and return this form to MUFG CM ensuring you **enclose your share certificate(s), identity documents and completed W-8BEN form.**

Our postal address:
Share Dealing, MUFG Corporate Markets, Central Square, 29 Wellington Street, Leeds LS1 4DL.

IVC or Investor code:	Full name:
Address:	

1. Sell some or all of your shares

To sell some or all of your shares and have the sale proceeds made payable to you, **write the number of shares you wish to sell in the box opposite**, ensure that all shareholders sign **section 4** below and return this form with the valid share certificate(s) in the pre-paid envelope provided. You will receive a certificate for any remaining shares from MUFG Registrars.

2. Acting as Executor or Appointed Representative

If you are acting under power of attorney and/or as executor(s) and wish to have sale proceeds paid to a **third party** (e.g. to an acting solicitor or sole executor) **print the full name / entity** the proceeds should be made payable to in the box provided below. Please also ensure you send a **Letter of Authority signed by all Executors or Appointed Representatives**. An administration charge of £17.50 will be deducted from the sale proceeds.

Please print the full name / Entity here

3. Missing share certificate(s)

If you have lost some or all of your share certificate(s), or you think the ones you hold may be invalid, **tick the box opposite** and agree to **missing share certificate declaration and undertaking** contained in the enclosed terms and conditions. A £35 lost certificate administration charge will be deducted from the sale proceeds if any of the required certificate(s) are not attached to the form.

4. Signatures and declaration – all shareholders must sign here

This is not a recommendation to buy or sell shares. If you have any doubts about whether to act, you should seek advice from an appropriately qualified financial advisor. MUFG Corporate Markets will not be able to provide any advice and please remember that the value of shares may fall as well as rise and you may not recover your original investment. By signing this form, **I/we** confirm that **I/we** have read and agree to Signet Jewelers dealing and nominee service terms and conditions of business and agree that, together with this form, they make a legally binding agreement between MUFG Corporate Markets Trustees (UK) Limited and **me/us**. **I/we** appoint MUFG CM as agent to transfer my shares from the Jersey register into their custody and arrange to sell **my/our** Signet Jewelers Limited ordinary Shares on the NYSE in accordance with the terms and conditions of the service. When selling **I/we** declare that **I/we** have the right to sell, free from any liens, charges and any other third party rights and **I/we** authorise MUFG CM to execute a transfer to give effect to the sale.

Holder	Nationality	National Client Identifier*	Date of Birth					
HOLDER 1 SIGNATURE			D	D	M	M	Y	Y
HOLDER 2 SIGNATURE			D	D	M	M	Y	Y
HOLDER 3 SIGNATURE			D	D	M	M	Y	Y
HOLDER 4 SIGNATURE			D	D	M	M	Y	Y

*For more information regarding National Client Identifiers, please see the attached NCI help sheet or visit www.signalshares.com/help-centre

Bank Name:

Sort Code:

Account Name:

Account Number:

Date

D	D	M	M	Y	Y	Y	Y
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If you are signing under a Power of attorney or other Authority, please print your full name here

5. Contact Details

We will only use these details in the event of a query in regard to this instruction.

Day-time Telephone Number*

Email Address*

***In the event of any discrepancies, forms without email and telephone details will be returned without being actioned.**

Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)

▶ For use by individuals. Entities must use Form W-8BEN-E.

▶ Go to www.irs.gov/FormW8BEN for instructions and the latest information.

▶ Give this form to the withholding agent or payer. Do not send to the IRS.

Do NOT use this form if:

Instead, use Form:

- You are NOT an individual W-8BEN-E
- You are a U.S. citizen or other U.S. person, including a resident alien individual W-9
- You are a beneficial owner claiming that income is effectively connected with the conduct of trade or business within the United States (other than personal services) W-8ECI

Note: If you are resident in a FATCA partner jurisdiction (that is, a Model 1 IGA jurisdiction with reciprocity), certain tax account information may be provided to your jurisdiction of residence.

Part I Identification of Beneficial Owner (see instructions)

1 Name of individual who is the beneficial owner		2 Country of citizenship	
3 Permanent residence address (street, apt. or suite no., or rural route). Do not use a P.O. box or in-care-of address.			
City or town, state or province. Include postal code where appropriate.		Country	
4 Mailing address (if different from above)			
City or town, state or province. Include postal code where appropriate.		Country	
5 U.S. taxpayer identification number (SSN or ITIN), if required (see instructions)			
6a Foreign tax identifying number (see instructions)		6b Check if FTIN not legally required <input type="checkbox"/>	
7 Reference number(s) (see instructions)		8 Date of birth (MM-DD-YYYY) (see instructions)	

Part II Claim of Tax Treaty Benefits (for chapter 3 purposes only) (see instructions)

9 I certify that the beneficial owner is a resident of _____ within the meaning of the income tax treaty between the United States and that country.

10 **Special rates and conditions** (if applicable—see instructions): The beneficial owner is claiming the provisions of Article and paragraph _____ of the treaty identified on line 9 above to claim a _____ % rate of withholding on (specify type of income): _____

Explain the additional conditions in the Article and paragraph the beneficial owner meets to be eligible for the rate of withholding: _____

Part III Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income or proceeds to which this form relates or am using this form to document myself for chapter 4 purposes;
- The person named on line 1 of this form is not a U.S. person;
- This form relates to:
 - (a) income not effectively connected with the conduct of a trade or business in the United States;
 - (b) income effectively connected with the conduct of a trade or business in the United States but is not subject to tax under an applicable income tax treaty;
 - (c) the partner's share of a partnership's effectively connected taxable income; or
 - (d) the partner's amount realized from the transfer of a partnership interest subject to withholding under section 1446(f);
- The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country; and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. **I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.**

I certify that I have the capacity to sign for the person identified on line 1 of this form.

Sign Here ▲

Signature of beneficial owner (or individual authorized to sign for beneficial owner)

Date (MM-DD-YYYY)

Print name of signer

NCI Help Sheet

What does this mean for me?

Under the current MiFID II legislation, organisations are required to confirm their customer's nationality and national client identifier (NCI). This is to enable firms to accurately report deals completed to their local regulator, which for us is the Financial Conduct Authority. For most UK customers, the NCI is your national insurance number. For non-UK and multi-nationality customers there will be a specific NCI per country. For those who act on behalf of other customers, such as Power of Attorney, we are required to collect the NCI of the person who makes decisions on the account, as well as the underlying account owner.

Why do I need to confirm this information?

This information is required to ensure the FCA can monitor dealing patterns and identify any market abuse. The use of NCI numbers ensures reporting is consistent across all investing platforms and stockbrokers. Therefore, where this data is outstanding, you will need to provide your NCI, to be able to continue dealing with us. If customers do not provide this information where necessary, it could prevent trading or delay any investments until this information is in place.

What is my NCI?

The table below shows what NCI information is needed based on your nationality. All registered holders will need to provide this information. If your nationality is not shown on the list below, please go to <https://www.signalshares.com/help-centre/> and select Help followed by Data Protection (GDPR) & MiFID and Expand all.

- If you are dual national, you should provide the nationality which comes first alphabetically under the 'Code' column.
- If you are acting as Power of Attorney you will need to provide the NCI of both the registered holder(s) and of the Power of Attorney.
- For deceased holders, only the registered holder information needs to be provided (not the Executor(s) or Representative(s)).

<u>Code</u>	<u>Country</u>	<u>National Client Identifier</u>
AT	Austria	Not required – write "Not Required"
BE	Belgium	Belgian National Number (Numéro de registre national – Rijksregisternummer) or if not issued write "Not Issued"
BG	Bulgaria	Bulgarian Personal Number or if not issued write "Not Issued"
CY	Cyprus	National Passport Number or if not issued write "Not Issued"
DE	Germany	Not required – write "Not Required"
DK	Denmark	Personal identity code 10 digits alphanumerical: DDMYYXXXX or if not issued write "Not Issued"
ES	Spain	Tax identification number (Código de identificación fiscal)
FI	Finland	Personal identity code or if not issued write "Not Issued"
FR	France	Not required – write "Not Required"
GB	United Kingdom	UK National insurance number or if not issued write "Not Issued"
GR	Greece	10 DSS digit investor share or if not issued write "Not Issued"

<u>Code</u>	<u>Country</u>	<u>National Client Identifier</u>
HU	Hungary	Not required – write "Not Required"
IE	Ireland	Not required – write "Not Required"
IT	Italy	Fiscal code (Codice fiscale)
LU	Luxembourg	Not required – write "Not Required"
MT	Malta	National Identification Number or if not issued National Passport Number
NL	Netherlands	National Passport Number or if not issued National identity card number or if not issued write "Not Issued"
NO	Norway	11 digit personal id (Foedselsnummer) or if not issued write "Not Issued"
PL	Poland	National Identification Number (PESEL) or if not issued Tax Number (Numer identyfikacji podatkowej)
PT	Portugal	Tax number (Número de Identificação Fiscal) or if not issued National Passport Number or if not issued write "Not Issued"
SE	Sweden	Personal identity number or if not issued write "Not Issued"
SK	Slovakia	Personal number (Rodné číslo) or if not issued National Passport Number or if not issued write "Not Issued"
-	Rest of the world	National Passport Number or if not Issued write "Not Issued"

**SIGNET JEWELERS LIMITED DEALING AND NOMINEE SERVICE
TERMS AND CONDITIONS OF BUSINESS****1. DEFINITIONS AND INTERPRETATION**

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

“**Affiliate**” means a company in the same group of companies as MUFG CM;

“**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;

“**Client**” means the corporate client of MUFG CM, being Signet Jewelers Limited, at whose request the service is provided to members;

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

“**Custodian**” has the meaning given to it in Condition 30;

“**Dealing Service**” means the dealing service as described in full in these Conditions through which we will receive share dealing orders from you and transmit these orders on your behalf to other entities for execution;

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

“**FCA Rules**” means the principles, guidance and rules issued by the FCA from time to time;

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

“**Instruction Form**” means the application and instruction form to be completed and signed by a person requesting to be a Member;

“**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;

“**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’ above) with registered number 184113. The main business of MUFG CM is the provision of dealing, administration, trustee, and nominee services;

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

“**Nominee**” means:

- (i) in respect of Shares which are listed in the United Kingdom, MUFG Corporate Markets Trustees (Nominees) Limited, a wholly owned subsidiary of MUFG CM or any other nominee appointed from time to time by MUFG CM; or
- (ii) in respect of Shares which are not listed in the United Kingdom or the United States, a custodian (as such term is defined in the Glossary to the FCA Handbook of Rules and Guidance) or a nominee company controlled by the custodian or a sub-custodian acceptable to MUFG CM; or
- (iii) in respect of Shares which are listed in the United States, MUFG CM, and such Shares will be held in a suitably designated account;

“**Nominee Register**” means the register of beneficial holders of Shares held through the Nominee Service maintained by MUFG CM showing, inter alia, the name, address and number of Shares held on your behalf together with similar details in respect of every other Member;

“**Nominee Service**” means the share nominee custody service as described in full in these Conditions;

“**Service**” means this postal dealing service as described in full in these Conditions;

“**Settlement**” means the date when payment is due from the market in the case of share sales; and

“**Shares**” means 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.

“**Third Party**” has the meaning given to it in Condition 30;

“**US**” means the United States of America; and

“**you**” or “**Member**” means the person(s) on whose behalf we are holding the Shares and “**your**” and “**yourself**” shall be construed accordingly.

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 re-enacted.

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.

Where Shares are held jointly, all references in these Conditions to “**you**” or a “**Member**” apply to each joint holder individually, except where the context otherwise requires.

The Service

2. This Service is an ‘execution only’ service through which we will receive postal share dealing orders from you 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.
3. 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.**
4. The Service is operated entirely independently of the Client which accordingly makes no representation in relation thereto and accepts no responsibility for, and shall not be liable for, loss, costs, damages or expenses arising from the provision of the Services.
5. The Service is only available to certificated holders on the Client’s Jersey register 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 who wish to sell some or all of their certificated shareholding and receive their sales proceeds. **The Service is not available to US citizens, US resident aliens, partnerships, corporations, companies or associations created or organised in the US or under the laws of the US, or any other ‘US person’ (as such term is used in US tax regulations, guidance and procedures in relation to the US Department of the Treasury Internal Revenue Service).** 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 and on your ability to provide the information we request including the required NCI or LEI.
6. 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.
7. In providing the Service to you in relation to the Company’s ordinary Shares, which are non-complex instruments traded on a regulated market, 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.
8. 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.
9. Neither MUFG CM nor the Nominee is acting as agent for the Client in providing the Service, although we have been requested to provide the Service to Members by the Client. We are not acting as principal in relation to any transactions with you. We accept no responsibility for the Client’s acts and omissions, including any decision by the Client to suspend or terminate the Service.
10. Neither MUFG CM nor the Nominee will be required to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties or in the exercise of any of its rights or powers under these Conditions. If, notwithstanding this provision, either MUFG CM or the Nominee does do, MUFG CM will be entitled upon notice to you to make such deductions from the Shares or any income or capital arising from them or to sell all or any of the Shares and make such deductions from the proceeds of sale as may be required to reimburse any loss or liability suffered.

Customer categorisation

11. For the purpose of the FCA rules, you will be classified as a retail client. 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 eligibility criteria.

Verifying your Identity

12. 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.
13. If your instruction Form 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 signatory 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 the fluctuation in the share price and therefore any actual or potential loss or gain in connection with this 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.

Signing up for the Service

14. You can apply to receive the Service by completing and signing the Instruction Form where indicated and returning these to MUFG CM. Your instructions must be in writing and no email, telephone or facsimile instructions will be accepted. You should send us your valid Share certificate(s) and documents to verify your identity together with your Instruction Form. You should also send us a completed and signed Form W-8BEN (if you are an individual) or Form W-8BEN-E (if you are not an individual) of the Department of Treasury Internal Revenue Service confirming your foreign status for US tax withholding and reporting purposes. In the event that documentation is incomplete, has been incorrectly completed or where we are unable to obtain clarification of instructions, the documentation will be returned to you at your own risk without any action being taken in relation to the Service. When sending certificates, you may wish to consider using a secure method of postage.
15. Your instruction will only be accepted if the relevant NCI/LEI information is captured for all relevant parties. Further information on the relevant NCI for your trade can be found on the postal dealing instruction form.
16. Instruction Forms received 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.
17. Where holdings are registered in joint names, all registered holders must sign the Instruction Form. We will only accept Instruction Forms signed by or on behalf of all the joint holders. **Instructions may not be withdrawn once the instruction form is dispatched by you.**
18. Each joint holder agrees that:
 - (i) all obligations, undertakings and agreements on our part are given to the joint holders taken together and not separately to each of them; and
 - (ii) all obligations, undertakings, agreements and liabilities arising out of or pursuant to these Conditions constitute joint and several obligations of each joint holder.

Nominee Service

19. By submitting the Instruction Form to us you are asking us to hold your Shares in the Nominee Service from the Dealing Day until Settlement.
20. In order for Shares to be held in the Nominee Service, such Shares will be registered in the name of the Nominee and we will hold such Shares as you direct. We will record any such holding in a way that ensures it is separately identifiable from any other shares that we hold for you, for any other clients or for ourselves. Although the Nominee will be the legal owner of such Shares, you will remain the beneficial owner which means that, subject to our legal obligations, we will treat such Shares as if they belonged to you. We may, at our discretion, refuse to hold any Shares as part of the Nominee Service. We will only accept transfers of Shares into the name of the Nominee if there is no change of beneficial owner in the Shares being transferred and all applicable stamp duty has been paid.

21. We will maintain the Nominee Register. In connection with your holding of Shares, you agree to provide promptly any information which the Client is entitled to request from the Nominee in respect of those Shares registered in the Nominee's name (for example, this may include information required to satisfy nationality declaration requirements or the disclosure of information relating to beneficial ownership of the Client's Share capital).
22. In respect of Shares held as part of the Nominee Service, we shall:
 - (i) send you information about shareholder meetings of the Client every time we receive notice that a shareholder meeting is being convened. We must have received the relevant voting instructions from you on a correctly completed form before the deadline notified to you. In the absence of your instructions, no votes will be exercised in respect of such Shares;
 - (ii) on your behalf, claim and receive cash dividends and other entitlements accruing on such Shares. Cash dividends and other entitlements will be distributed to you as soon as reasonably practicable after receipt by us from the Client, by means of cheque or, at our discretion, electronic payment; and
 - (iii) in the event of a takeover, a capital reorganisation, conversion or other corporate action relating to the Client, endeavour to notify you promptly and implement any instructions you give us provided that the Client gives us adequate notice of the proposals and also that we receive your instructions in good time so as to allow us to take appropriate action (however we will not be liable if, for any reason, any notification by us does not reach you in time). We will however not be obliged to do anything in such an event unless the Client gives us adequate notice and we receive written instructions from you in reasonable time to allow us to take action in respect of such Shares.
23. We will not withdraw any of the Shares we hold for you from the Nominee Service except where required in relation to the Dealing Service or where we are in receipt of an order from a court or other recognised authority with jurisdiction over our affairs or a mandatory corporate action. There may be other instances that arise, however we will endeavour to contact you in good time before any such withdrawal takes place wherever practicable.

Dealing Service

24. By submitting the Instruction Form to us, you instruct MUFG CM to sell your Shares through the Dealing Service and 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) you and any underlying beneficial owner are entitled to sell the Shares and (c) 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.
25. Dealing will normally take place once a month on the first Wednesday of the month (the "**Dealing Day**") while the Service remains open. All Instruction Forms will need to be received by 5pm two Business Days prior to the next Dealing Day in order to qualify for dealing to take place on that Dealing Day.
26. You may not specify the price or date at which Shares will be sold. We do not accept limit orders.
27. 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 or Custodian 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 or Custodian 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.
28. There can be no guarantee that if you choose to instruct MUFG CM to sell your holding of Shares in the Company such instruction will be executed and our acceptance of your instruction is subject at all times to there being suitable available counterparties to complete the execution of the sale of your Shares on suitable terms. In the event that your instruction is not executed for any reason, your share certificate will be returned to you.
29. MUFG CM reserves the right to deal more or less frequently than stated in these Conditions where in its opinion it would be prudent to do so, such as where extreme volumes of instructions have been received, or a purchaser cannot be found or when in its opinion it is appropriate to deal less frequently due to the volumes involved. We will not be responsible for any changes in the share price between the time you decide to deal and when the deal is executed.

30. In respect of the sale of Shares, on the Dealing Day, we will issue instructions to the Client's registrars and our appointed third party custodian (the "**Custodian**") to effect the sale of the Shares and deliver the proceeds to us. In particular, by submitting the Instruction Form to us, you instruct MUFG CM to:

- (i) instruct the Client's registrar in Jersey to effect the transfer of your certificated Shares to the Client's US registrar in dematerialised form.
- (ii) instruct the Custodian to sell the dematerialised Shares, settle the trade, receive the proceeds (the "**Total Proceeds**") and having deducted its charges and fees from the Total Proceeds, remit the resultant proceeds in pound sterling (the "**Custodian Proceeds**") to MUFG CM.
- (iii) carry out any other action required to effect the sale of the Shares.

31. This settlement will be effected by means of a delivery versus payment transaction which means that your Shares/ monies will not benefit from the protection provided under the FCA client money and custody rules. In addition, while sale proceeds are in the course of transmission, the normal United Kingdom client money protections may not apply as the Custodian, and any nominated paying agent or other intermediary party (each a "**Third Party**") outside the United Kingdom may not maintain client money bank accounts. 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. Submission of your Instruction Form constitutes your mandate to us to transfer your Shares and allow your money to be held by a Third Party, and this mandate discharges us of any client money obligations we would otherwise have owed to you. We will hold such assets in a way that ensures that they are adequately protected for you in the event of our failure.

Payments

32. Settlement for share sales will normally take place two Business Days after the Dealing Day. The Business Day following the receipt of the broker's contract note, MUFG CM will send you a sale advice giving details of the sale (which should be retained for taxation purposes). We will transfer the proceeds of the sale (subject to Condition 34 below) to your bank account as set out on the Instruction Form. Where the shareholder is deceased, settlement cheques can only be made payable to the deceased and their representatives, as registered with the registrar. Cheques will not be made payable to any other third party except at our reasonable discretion. Cheques cannot be made payable to another party unless we are in receipt of written instructions to that effect signed by all registered holders or executors.

33. In the event that the proceeds received by the Custodian for the sale of your Shares is not pound sterling, the proceeds shall be converted into pound sterling prior to being transmitted to you. At the time of writing:

- (i) the conversion of any such amounts is effected by the Custodian prior to the receipt of such amounts by the Nominee;
- (ii) the foreign exchange rate is based on the then existing spot price foreign currency rates quoted on Reuters or any other commercially accepted financial market provider on the date of execution; and
- (iii) the Custodian will deduct a fee to cover administration costs of execution prior to transferring such amounts to the Nominee.

MUFG CM shall not be liable for any losses arising from any foreign exchange fluctuation between the Settlement of the trade and the time when payment is made to you in pound sterling.

Fees & charges

34. Commission will be charged at 1% of the total sale proceeds for your Shares subject to a minimum fee of £50. 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. Any charges due to us may be deducted from the proceeds of any Shares sold using this Service prior to the resultant proceeds being transmitted to you in accordance with Condition 32.

35. 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. Any cheque sent to us should be made payable to 'MUFG Corporate Markets Trustees (UK) Limited'.

36. For the avoidance of doubt, you may be charged value added tax (VAT) on any fees and charges payable by you. In addition to our fees and

charges and charges of the Custodian or a broker, you are responsible for paying any stamp duties applicable, VAT and other duties and taxes in respect of your Shares, where applicable.

Best Execution

37. 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 other 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. MUFG CM 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 57. 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 57.

Client money and assets

38. 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.**

39. 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.**

40. 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.

41. 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.

42. 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 52, 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").

43. In certain situations, for example where a trade takes more than two Business Days to settle, we may temporarily find ourselves holding safe custody assets, as defined in 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 temporarily holding safe custody assets for you arise, we will promptly write to you with more information.

Liability & Risk

44. **You will be solely responsible for the decision to sell Shares using the Service.** Neither MUFG CM, the Custodian 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.

45. 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. This arrangement 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) if Shares are bought or held in overseas markets, changes in the exchange rate in the currency in which the investments are denominated can reduce the value of the Shares;
- (f) the value of Shares may rise or fall due to the volatility of world markets, the economy, interest rates and capital values;
46. If 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.
47. Due to the minimum charge, the Service may not be cost effective for all participants. For example, for shareholders selling a small holding, it is possible that in certain circumstances the administration charge may be more than the value of sale proceeds.
48. The Service is not being offered to residents of any territory outside of the UK, Channel Islands or the Isle of Man (unless confirmed 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.
49. We will not be liable for any special, indirect or consequential damage or loss suffered by you (including any loss of profits).
50. 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 or by the Custodian, Client or any other third party. We will, where possible, take such reasonable steps as we can to provide the Service as soon as possible.
51. 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.
52. 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. 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).
53. For the avoidance of doubt, we are not responsible or liable for compliance with any UK or foreign withholding tax regime or any tax reporting obligations either to HMRC or a foreign tax authority except as set out in these Conditions.

Complaints & compensation

54. If you think that you have reason to make a complaint, please write to: **MUFG Corporate Markets, 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 UK 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.
55. 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

56. You may communicate with us by telephone on +44 (0) 371 664 0445. All communications between you and us, pursuant to these Terms and Conditions, must be in English.
57. 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**

58. 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 outside of the UK. We will not accept responsibility for any documentation before it is received by us, or after it has been despatched to you (provided we have taken reasonable care to despatch it to your registered address). Please note that, unless we have informed you otherwise, all communications and documents, including share certificates posted to you by us 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 for your documents or share certificate to be delivered to you by courier, or tracked delivery, please contact us at the address set out in section 57 above and this can be arranged for an additional fee. **We recommend that you send share certificates and other important documents to us by recorded or special delivery for your own safety and security.**
59. 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.
60. You are responsible for keeping your contact details up to date, by notifying us in writing of any change of name, 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).
61. Where we feel that it 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:
- MUFG 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
 - 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.
62. We may also contact you to obtain your feedback on our products and services, for example, through surveys.
63. 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 instruction form if applicable.
64. 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 MUFG 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.

Personal information

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 57.

General

65. 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.

66. In accordance with FCA Rules, MUFG 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. MUFG CM will deal with potential conflicts of interest in accordance with its Conflicts of Interests Policy. This Conflicts of Interest Policy provides that it will identify and manage conflicts of interest to ensure fair treatment of all clients and ensure that it acts in the client's best interests. If it is not possible to manage or avoid a potential conflict of interest then MUFG CM may, as a measure of last resort where it is 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. Full details of the Conflicts of Interest Policy can be obtained upon written request to MUFG CM at the address set out in section 57 above.
67. 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.
68. You agree that we may:
 - (a) record all telephone conversations between you and us; and
 - (b) use such recordings, or transcripts of those recordings, as evidence in any dispute or anticipated dispute between you and us and for training and quality control purposes.
69. Recordings or transcripts made by us may be destroyed under our normal practice, although will be retained for the period of time required under the FCA Rules. We may deliver copies or transcripts of such recordings to any court or regulatory body if required to do so. Telephone recordings or copies of transcripts of our recordings with you are available to you on request.
70. We strongly recommend that you keep your own records of all communications between you and us (such as instructions and orders) including details of the times, dates and nature of your instructions as these details will be important if there is a dispute between you and us.
71. 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.

MISSING SHARE CERTIFICATE DECLARATION AND UNDERTAKING

This Declaration and Undertaking only applies to shareholders who have not enclosed a valid share certificate(s) with their sale request form an administration charge of £35 will be applicable; such charge will be deducted from the sale proceeds.

To: MUFG Corporate Markets (Jersey) Limited ("Registrars") and the Client (together, "you" or the "Indemnified Parties");

In consideration of Registrars registering a transfer pursuant to the sale of Shares in the Client through the Service without production of the relevant document(s) of title to the Shares, which has/have been lost, stolen or destroyed, I confirm that neither the relevant share certificate(s) nor the Shares represented by it/them, have been transferred, charged, lent, deposited or dealt with in any manner and that the person named in the relevant share certificate(s) is the person entitled to the Shares so represented and further jointly and severally agree:

- (a) to return immediately to Registrars the original share certificate(s) if found;
- (b) to indemnify the Indemnified Parties against all claims, demands, liabilities, costs, charges and expenses that may be brought against or incurred by you arising out of or in connection with the original document of title still being in existence or the registration of a transfer as specified above;
- (c) in the event of any legal proceedings being instituted against you in connection with any such claim, from time to time upon demand to provide you with such funds as you may require to defend such proceedings and in default of my/our so doing you shall be entitled to admit or settle such proceedings on such terms as you may think fit without prejudice to your right of recourse to me; and
- (d) this Declaration and Undertaking is governed by English Law.