Irish Stock Postal Share Dealing Sale Form

Complete this form and return to MUFG Corporate Markets, Share Dealing, Settlements & Transfers Department, Central Square, 29 Wellington Street, Leeds, LS1 4DL or scan & email via touk-postaldealing@cm.mpms.mufg.com

Shareholder details	
Name of company's shares to be sold	
Investor Code:	
Full Shareholder(s) Name(s):	
Registered address (inc postcode):	
Contact details	
Day Time Contact Number:	
E-mail Address:	
Number of shares to be sold	
To sell all of your shares, please write **ALL** in the box. If you only wish to sell **some** of your shares, please write the number of shares you wish to sell.	

Commission will be charged at the following rates subject to a minimum of £65.00 per sale – Under £50,000 – 1%,
£50,001 to £100,000 - 0.85%
£100,001 to £150,000 – 0.65%
£150,001 to £250,000 – 0.45%

Details, signatures and declaration

This is not a recommendation to sell shares. If you have any doubts about whether to act you should seek advice from an appropriately qualified financial advisor. MUFG CM will not be able to provide advice. You should note that the value of shares may go down as well as up and you may not recover your original investment.

By signing this form, I/we confirm that I/we have read and agree to the postal share dealing sale service terms and conditions and agree that, together with this form, they make a legally binding contract between MUFG CM and me/us. I/we appoint MUFG CM as agent to arrange to sell my/our shares in accordance with the terms and conditions of the service. When selling, I/we authorise MUFG CM to execute a transfer to give effect to the sale.

Holder Name	Signature	Nationality	NCI (National Client Identifier)*	Date of Birth
Living Holder Details				
HOLDER1 NAME	HOLDER1 SIGNATURE			D D M M Y Y
HOLDER2 NAME	HOLDER2 SIGNATURE			D D M M Y Y
HOLDER3 NAME	HOLDER3 SIGNATURE			D D M M Y Y
HOLDER4 NAME	HOLDER4 SIGNATURE			D D M M Y Y
Power of Attorney Details				
POA1 NAME	POA1 SIGNATURE			D D M M Y Y
POA2 NAME	POA2 SIGNATURE			D D M M Y Y
POA2 NAME	POA2 SIGNATURE			D D M M Y Y
Deceased Holder Details – All information provided should be for the deceased not executors				
DECEASED'S NAME (D1)	EXECUTOR1 SIGNATURE			D D M M Y Y
	EXECUTOR2 SIGNATURE	EXECUTOR3 SIGNATURE	EXECUTOR4 SIGNATURE	

If you are acting under power of attorney and/or as executor(s) and wish to have sale proceeds paid to a Solicitor or executor only – please complete the section below. *Please note that a charge will be deducted from your proceeds for this service.*

EXECUTOR/ ENTITY NAME	EXECUTOR/ ENTITY ADDRESS

***Due to regulatory changes shareholders are now required to provide their National Client Identifier (NCI), Nationality and Date of Birth to trade. The NCI table below outlines some examples of the identifiers required. If you are unsure of your NCI then please refer to the table or alternatively contact us on the number below.**

Your completed can be returned via post or via email to touk-postaldealing@cm.mpms.mufg.com.
For more information, or for any specific enquiries related to dealing or settlements please call the MUFG Corporate Markets Share Dealing helpline on **+44 (0)371 664 0445**. (Calls are charged at the standard geographic rate and will vary by provider. Calls outside the United Kingdom are charged at the applicable international rate). Lines are open Monday to Friday 8am-4:30pm.

MUFG Corporate Markets Trustees (UK) Limited is a trading name of MUFG Corporate Markets and is authorised and regulated by the Financial Conduct Authority. Registered office: Central Square, 29 Wellington Street, Leeds LS1 4DL. Registered in England and Wales No.02729260. For further information, including the legal and regulatory status of this company, visit https://eu.mpms.mufg.com/policies/regulatory-status/

Bank account details	
Bank Full Postal Address	
Account holder's Name	
Account Number	
IBAN	
SWIFT or Routing Code Number	
Currency Requested	

Please ensure that you include a copy of your bank statement less than 3 months old to support the bank details you have supplied above. Please note that sale proceeds cannot be paid to a third party bank account.

Overseas Bank Account Details

If you wish your net sale proceeds to be paid outside the UK, please complete the details above and indicate the currency in which you wish to be paid. By completing this section, you are confirming that you have read and agree to the Terms and Conditions. Please ensure that the details given are clear and accurate, as giving incorrect or unclear information may result in your settlement payment being delayed or sent to the wrong account and we cannot be held accountable for this.

Certification of Copy Documentation

Any copy document provided to MUFG Corporate Markets must be certified as a true copy of the original. The copy document must be signed, dated and stamped (or sealed) by an officer from an authorised financial intermediary i.e. Financial Conduct Authority registered or from a Bank or Building Society institution, Post Office, an Accountant/Chartered Accountant or Chartered Secretary registered with a relevant professional body i.e. ICAEW, ICSA, ACCA or CIMA, a Notary Public, a qualified Lawyer/Barrister or Legal Secretary, a Customs Officer, Police Officer including badge number, a Doctor registered with the General Medical Council to include their GMC reference number, a Local Member of Parliament, Consular Officials, National or local Government Officials in the course of their duty.

Please show this letter to the document certifier who must state his/her name, position or capacity, company/employers name, address and a telephone number or e-mail address at which they can be contacted. The certifier must sign and date each copy document, printing his/her name in capital letters. An example of recommended wording for the certification of documents is:

"I certify this document is a true copy of the original document which I have seen"

Translation

Any document provided to MUFG Corporate Markets must be fully legible, in other words in the English language. If not, a translation of the type of document (e.g. an electricity bill) and the relevant information stated to include the name and address of the company must be provided by the certifier along with the certification.

List 1 – Evidence of Name	**List 2 - Evidence of address**
Please provide one of the following documents: – 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)	Please provide one of the following documents: – 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 from the date of this letter) – Local Authority Tax bill for the current year. – Current utility bill (Water, Gas, Electricity or Landline telephone issued with the last three months from the date of this letter) – Current Bank/Building society/Credit Card statement (issued by a regulated financial sector firm in the UK, EU or an equivalent jurisdiction) – must be an open account and issued with the last three months from the date of this letter. Please feel free to hide/block out any transactions or balances. **(Mobile phone bills are not acceptable)**

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 will be required to collect the NCI of the person who makes decisions on the account, as well as the underlying account owner.

Why will 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)).

Code	Country	National Client Identifier
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: DDMMYYXXXX 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"

Code	Country	National Client Identifier
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 cislo) 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"

Euroclear Bank Transfer

Above this line for Registrar's use

	Barcode or Reference

Above this line for completion by the depositing broker.

Name of Undertaking.

Description of Security

Please complete form in type or in block capitals.

Consideration Money	Certificate(s) lodged with Registrar (To be completed by Registrar)
Amount of shares or other security in words	Figures
In the name(s) of	Designation (if any)
	Balance certificate(s) required

Name(s) of registered holder(s) should be given in full: the address should be given where there is only one holder.

If the transfer is not made by the registered holder(s) insert also the name(s) and capacity (e.g. executor(s) of the person(s) making the transfer

I/We hereby transfer the above security out of the name(s) aforesaid into the name(s) of the transferee set out below and request that the necessary entries be made in the undertaking's own register of members.

Signature(s) of transferor(s)

Please Sign Here →

1.

2.

3.

4.

A body corporate should execute this transfer under its common seal or otherwise in accordance with applicable statutory requirements.

Stamp of depositing broker.

Date

Full name(s) of the person(s) to whom the security is transferred

Euroclear Nominees Limited
33 Cannon Street
London
EC4M 5SB
United Kingdom

Broker ID

Euroclear Bank Account No

Reference to the Registrar in this form means the registrar or registration agent of the undertaking, not the Registrar of Companies.

This form should be used only for a transfer of a certificated unit of a security to Euroclear Nominees Limited to be held by Euroclear Nominees Limited as a security entered into the securities settlement system operated by Euroclear Bank SA/NV.

This transfer is delivered at the direction and on behalf of the transferor who has executed this form. Neither Euroclear Nominees Limited nor Euroclear Bank SA/NV warrant or represent the validity, genuineness or correctness of the transfer instructions contained herein or the genuineness of the signature(s) of the transferor(s). By delivering this transfer, the transferor(s) authorise(s) the delivery of this transfer to registration and agree(s) to be deemed for all purposes to be the person(s) actually so delivering this transfer for registration.

[The rules relating to the operation of the Euroclear Bank securities settlement system require that this form be used for the transfer of a certificated unit of a security to Euroclear Nominees Limited to be held as a security entered into that settlement system.] [Any such transfer on this form is exempt from stamp duty. [Note: To be confirmed once stamp duty analysis finalised.]]

IRISH STOCK POSTAL DEALING 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:

"**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;

"**CREST**" means the centralised system operated by Euroclear UK & Ireland Limited;

"**CDIs**" means CREST Depositary Interests, being depositary interests issued by Euroclear (or any affiliated company of Euroclear) pursuant to the rules and regulations that govern the operation of CREST and representing interests in Shares and held by Euroclear in an account at Euroclear Bank;

"**Euroclear**" means by Euroclear UK & Ireland Limited;

"**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;

"**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 MiFID II;

"**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;

"**MiFID II**" means the Markets in Financial Instruments Directive (2014/65/EU) and all rules and regulations relating to it within the United Kingdom;

"**NCI**" means National Client Identifier as defined under MiFID II;

"**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 (with settlement being the delivery of CDIs); and

"**Shares**" means a portion of the capital stock of an Irish 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) which has a listing on the London Stock Exchange.

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.

<u>The Service</u>

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 any company in which you hold the relevant Shares (the "**Company**") 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 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 Service be provided to them). The Service 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. The Service is only available to shareholders wishing to sell their entire shareholding and either receive their sales proceeds by cheque, or by wire transfer.
8. 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.
9. 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.

<u>Customer categorisation</u>

10. 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.

<u>Verifying your Identity</u>

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 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.

<u>Selling your Shares</u>

13. **Your instructions may not be withdrawn once despatched**. By instructing MUFG CM to sell your 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. Further, you hereby instruct MUFG CM to arrange for your Shares to be (i) dematerialised and held in the Irish central securities depositary; and (ii) subsequently converted into CDIs and held in CREST; to allow a settlement of a trade in respect of the sale of your Shares executed on the London Stock Exchange.
14. 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.
15. All instruction forms should be completed and signed where indicated and returned to MUFG CM in the pre-paid envelope provided. Sell instructions should be sent together with your completed Euroclear Bank Transfer Form. Where holdings are registered in joint names, all

registered holders must sign the instruction form & Euroclear Bank Transfer Form. Dealing will normally take place daily (the "**Dealing Day**") while the Service remains open. Instructions 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. All sale instructions 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.

16. Your instructions must be in writing and no email, telephone or facsimile instructions will be accepted. 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.
17. You may not specify the price or date at which Shares will be sold. We do not accept limit orders.
18. 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.
19. 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.
20. 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.
21. In respect of the sale of Shares, settlement will be effected by means of a delivery versus payment transaction (commonly referred to as DvP) within CREST (with settlement being the delivery of CDIs). In order to effect a delivery versus payment transaction, your CDIs/ monies (as applicable) will not benefit from the protection provided under the FCA client money and custody rules. We will hold your CDIs/monies outside of such protection for no longer than the duration provided for, and in accordance with, the rules of the FCA.

Payments

22. 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) and transfer the sale proceeds to your bank account detailed on the instruction form. The sale advice will be sent to the registered address appearing on the share register and the transfer will only be made payable to the named shareholder(s). Where holdings are registered in joint names, transfers will be made payable to all registered holders. Transfers will not be made payable to any other third party except at our reasonable discretion. Where the shareholder is deceased, transfers or settlement cheques can only be made payable to the deceased and their representatives, as registered with the registrar. Transfers or cheques cannot be made payable to another party unless we are in receipt of written instructions to that effect signed by all registered holders.
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 wire transfer provided you are able to provide evidence that the bank account to be used is held in your name(s) as listed on the share register. If you are resident outside the UK, you may request payment in Euros either direct to your bank account or by bank draft.

Fees & charges

24. Commission will be chargeable at 1% subject to a minimum of £65 for all sales up to £50,000, 0.85% for £50,001 to £100,000, 0.65% for £100,001 to £150,000 and 0.45% for £150,001 to £250,000. 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.

Best Execution

25. 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 41. 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 41.

Client money and assets

26. Shares, money and any other assets ("**Client Assets**") will be classified as client assets and held in a bank account in accordance with the FCA rules regarding client assets. **No interest shall be payable to you in respect of such client money.**
27. Client Assets 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.**
28. You agree that we may pay away any unclaimed Client Assets (including, without limitation, Shares) 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 funds in order to validate any claim prior to settlement in respect of funds. Subject to section 40, we will not be liable for any losses or claims for interest whatsoever in respect of such amounts unless such losses or claims were caused by our fraud, wilful default, negligence or breach of the FCA Rules or the Financial Services and Markets Act 2000 (FSMA).
29. 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

30. **You will be solely responsible for the decision to sell 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.
31. 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;
    (g) 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.
32. 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.
33. 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.

34. We will not be liable for any special, indirect or consequential damage or loss suffered by you (including any loss of profits).
35. 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.
36. 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.
37. 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).

Complaints & compensation

38. 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.
39. 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 £85,000 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

40. If you have any questions related to dealing or settlements, please call the MUFG Corporate Markets Share Dealing Helpline on +44 (0)371 664 0445. All communications between you and us, pursuant to these Terms and Conditions, must be in English.
41. If you wish to write to us by post, you may do so at the following address:

    MUFG Corporate Markets
    Share Dealing
    Settlements & Transfers department
    Central Square
    29 Wellington Street
    Leeds LS1 4DL

42. 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, posted to you by us are sent by second class post or by an equivalent method of postage. Any communications or documents, posted to you by us (or by you to us) are posted at your risk. If the documents, are lost there may be costs associated with obtaining a replacement. If you would like for your documents to be delivered to you by courier, or tracked delivery, please contact us at the address set out in section 41 above and this can be arranged for an additional fee **send important documents to us by recorded or special delivery for your own safety and security.**
43. 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.
44. 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).
45. 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:
    (a) 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
    (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.
46. We may also contact you to obtain your feedback on our products and services, for example, through surveys.
47. 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.
48. 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 CM, 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

49. 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 41.

General

50. 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.
51. 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 41 above.
52. 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.
53. 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.
54. 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.
55. 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.

56. 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.

V. September 2026