

# CAPITA

## International Payment Service Terms and Conditions

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

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

### 1. Definitions and Interpretation

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

**Administration Fee** means the sum specified as such on the price list available at [www.capitaregistrars.com/international](http://www.capitaregistrars.com/international);

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

**Cancellation Fee** means the sum specified as such on the price list available at [www.capitaregistrars.com/international](http://www.capitaregistrars.com/international);

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

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

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

**Currency Draft** means a cheque drawn in your chosen CD Payment Currency;

**CD Payment Currency** means the currency selected by you from the list of available currencies for Currency Drafts from time to time;

**Direct Payment** means an electronic funds transfer of monies in your chosen Direct Payment Currency;

**Direct Payment Currency** means the currency selected by you from the list of available currencies for Direct Payments from time to time;

**International Mandate** means (i) in respect of postal sign up (referred to in clause 2.3(a)), the form entitled as such for use in respect of the Service; and (ii) in respect of online sign up (referred to in clause 2.3(b)), the online form available on the 'Manage My Bank Mandate' web page on the Share Portal;

**IPS Exchange Rate** means the rate specified as such on [www.capitaregistrars.com/international](http://www.capitaregistrars.com/international)

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

**Payment** means the payment by the Company of a dividend and/or interest in respect of the shares or other securities (including, without limitation, loan notes and bonds) you hold (or held by CIRGT on your behalf);

**Payment Currency** means either the CD Payment Currency or Direct Payment Currency (as applicable);

**Share Portal** has the meaning given to it in clause 2.3(b);

**Sterling Cheque** means a cheque for a sterling amount;

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

**you/your** means any holder, whether an individual or a company (including joint holders) who holds shares or other securities (directly or indirectly) in the Company and who elects to benefit from the Service.

1.2 Headings to clauses are for convenience only and do not affect the interpretation. References to legislation or regulations in these Terms and Conditions, means the current legislation or regulations (as amended or replaced from time to time).

### 2. How to Benefit from the Service

2.1 Who is eligible?

The Service is not available to you if:

(a) you are an individual who lives in, or a company which is incorporated in or operates in any jurisdiction where your participation would require the Company or Capita to comply with legal, administrative or regulatory procedures or any similar formalities. You must satisfy yourself that under your local law, you are eligible to participate in the Service;

(b) you are an individual who is under the age of 18;

(c) you participate in a dividend reinvestment plan (DRIP), a dividend reinvestment scheme (DRIS) or make a scrip dividend election or where you receive Payments through CREST.

2.2 Existing rules, terms and conditions etc.

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

2.3 How to sign up to the Service

(a) Postal sign up: To sign up to the Service by post, you must complete, sign and return to us an International Mandate. By doing so, you agree to be bound by these Terms and Conditions.

(b) Online sign up: Where the Company provides a Share Portal, and if you are a registered user of the Share Portal, you may submit details of your International Mandate online (this option is not available if you are a joint holder of shares or other securities in the Company). By clicking on the "Save" button at the end of the online International Mandate, you agree to be bound by these Terms and Conditions.

(c) Your International Mandate must reach us by no later than the record date determined by the Company in respect of a Payment. International Mandates received after that date may take effect from the next Payment.

#### 2.4 Verification of identity and account opening

(a) To comply with applicable laws and regulations (including compliance with the United Kingdom Money Laundering Regulations 2007), we may be required to verify your identity. You authorise us to make credit reference, identity, fraud and other such searches and enquiries that may be necessary for the purposes of the Service (including searching the electoral roll and/or other electronic databases). You also authorise us to undertake further similar searches at regular intervals. A record of the search may be retained. You may also be required to provide additional information.

(b) The Service is always at our discretion. We may refuse your International Mandate without informing you of our reasons for doing so and you agree that we will have no liability to you for any loss you may incur if your International Mandate is refused.

#### 2.5 Joint holdings

All joint holders must sign a paper copy of the International Mandate. By doing so, each holder agrees that they are individually liable for all obligations imposed on you under these Terms and Conditions.

#### 2.6 Method of Payment

(a) You must confirm your preferred method of receiving your Payment on your International Mandate (ie, Currency Draft or Direct Payment).

(b) If you wish to receive your Payment by Currency Draft, you must select a CD Payment Currency on your International Mandate.

(c) If you wish to receive your Payment by Direct Payment, you must select a Direct Payment Currency on your International Mandate. Please note that you must also hold a bank account in such Direct Payment Currency (as specified in clause 3.7 below).

#### 2.7 Application of International Mandate to all Payments

By signing up to the Service, you agree to receive all Payments made by the Company (whether dividends or interest) via the Service.

#### 2.8 Further Information

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

### 3. How the Service Works

3.1 The Service allows you to elect to have Payments from the Company converted into your chosen Payment Currency and sent to you either by Currency Draft or Direct Payment by the Paying Agent.

3.2 After deduction or withholding of sums on account of any tax and deduction of the Administration Fee (see clause 5), the Paying Agent will convert your Payment from the Company into your chosen Payment Currency and it will then send the balance to you by Currency Draft or Direct Payment (as applicable). The Paying Agent will send the balance to you two Business Days after the relevant Payment is paid by the Company directly to shareholders/other security holders.

3.3 Please note that:

(a) the Service can only be provided in respect of Payments of not less than £10. Payments below £10 will continue to be paid to you via the existing payment method; and

(b) Currency Drafts may only be issued in respect of Payments between £10 and £100,000 unless otherwise agreed by us. If you elect to receive Currency Drafts on your International Mandate and a Payment is more than £100,000, the Payment will be paid to you by way of Sterling Cheque unless we have agreed otherwise.

3.4 The IPS Exchange Rate will be applied to conversions of Payments into the Payment Currency and any re-conversion of the Payment Currency into sterling.

3.5 Please note that exchange rates may fluctuate according to supply and demand, market and economic conditions and other factors.

3.6 The Paying Agent may delay, refuse or be unable to execute payments to you for other reasons including (but not limited to) sanctions or other legal requirements affecting the Payment Currency, or where the Paying Agent ceases to provide payments in the Payment Currency. If this happens, the Payment will be in sterling and a Sterling Cheque will be issued to your registered address.

3.7 If you elect to receive Direct Payments on your International Mandate, you hereby acknowledge that:

(a) the bank account nominated on your International Mandate must be an account you hold either solely or jointly. It is your responsibility to notify us as soon as the details of your bank account change. We may require you to provide proof that you are a named holder on the bank account;

(b) the transfer of monies in certain Direct Payment Currencies requires an international bank account number (IBAN) (this number should be available on your bank account statements or directly from your bank) to be specified on your International Mandate. You must specify an international bank account number (IBAN) on your International Mandate (if required). Failure to do so may result in your International Mandate being rejected;

(c) the transfer of monies in all Direct Payment Currencies requires the full name and address of the beneficiary bank (this information should be available on your bank account statements or directly from your bank) to be specified on your International Mandate. Failure to do so may result in your International Mandate being rejected;

(d) you must hold a bank account in your chosen Direct Payment Currency;

(e) monies sent to you by Direct Payment under these Terms and Conditions will be sent to the bank account nominated by you on the International Mandate; and

(f) if you elect to receive Direct Payments, such sums may not arrive into your nominated bank account on the same day as the Paying Agent sends such sums to you under clause 3.2.

3.8 If you elect to receive Direct Payments, you hereby acknowledge that if the Paying Agent is not able to pay amounts into your bank account by Direct Payment because of a problem with the account or with information you supplied to us, we will not attempt to send another Direct Payment. We will instead arrange:

(a) if the Direct Payment was more than the equivalent of £100,000, for the Paying Agent to re-convert the amount you would have received in the Direct Payment Currency into pounds sterling. We will then send you a Sterling Cheque for such sum less the Administration Fee and any bank charges; and

(b) if the Direct Payment was for the equivalent of £100,000 or less, for the Paying Agent to issue a Currency Draft for the amount of the Direct Payment less the Administration Fee and any bank charges. Subject to clause 3.9, future Payments will be sent to you by Currency Draft (if the Payment is £100,000 or less) or by a Sterling Cheque (if the Payment is more than £100,000) until such time that you instruct us otherwise. Where a Currency Draft is sent, the Administration Fee will be deducted from each Payment before it is converted into the Payment Currency and sent to you by Currency Draft.

- 3.9 If a Currency Draft is returned, you will be deemed to have cancelled your International Mandate and you will be withdrawn from the Service. We will also arrange for the Paying Agent to cancel the Currency Draft and return the Payment Currency to us. As a result, you will be required to pay a Cancellation Fee to us. Upon receipt of such sums from the Paying Agent, we will hold them for you until such time that you instruct us to release the sums to you. Such sums will be paid to you by Currency Draft. The Cancellation Fee must be paid by you to us by Sterling Cheque before the Currency Draft may be released to you.
- 3.10 If your Currency Draft is lost or stolen and you require a replacement Currency Draft, you must inform us in writing and enclose a Sterling Cheque for the Cancellation Fee, before a new Currency Draft may be released to you.
- 3.11 If a Currency Draft is not cashed within six months of the date of such Currency Draft, we may arrange for the Paying Agent to cancel the Currency Draft and return the Payment Currency to us. As a result, you will be required to pay a Cancellation Fee to us. Upon receipt of such sums from the Paying Agent, we will hold them for you until such time that you instruct us to release the sums to you. Such sums will be paid to you by Currency Draft. The Cancellation Fee must be paid by you to us by Sterling Cheque before the Currency Draft may be released to you.
- 3.12 If we are required to send you a Sterling Cheque and it is returned to us, you will be deemed to have cancelled your International Mandate and you will be withdrawn from the Service. We will cancel the Sterling Cheque and hold the sterling amount for you until such time that you instruct us to release the sums to you. Such sums will be paid to you by Sterling Cheque. The Cancellation Fee must be paid to us by Sterling Cheque before such sums may be released to you.
- 3.13 If we are required to send you a Sterling Cheque and it is not cashed within six months of the date of the Sterling Cheque, we may cancel the Sterling Cheque and hold such sums for you (less the Cancellation Fee) until such time that we receive instructions from you to release the balance. Such sums will be paid to you by Sterling Cheque.

## 4. Communications

### 4.1 General

You may give us instructions, in English only:

(a) via the Share Portal (if available); or

(b) by post to: Shareholder Administration Support, Capita Registrars, The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU, United Kingdom; or

(c) by fax to: Capita Registrars International Payment Service fax no: +44 (0) 20 8639 3199.

You should quote your full name, address and your Investor Code (IVC) (this code can be found on [your share certificate or tax voucher]). If you suspect that you are the victim of fraud, you should contact us as soon as possible. You will be responsible for all instructions in respect of the Service and for the accuracy of all information given to us.

### 4.2 Communications to you

(a) You authorise us to communicate with you by letter, telephone or electronic mail, unless specifically requested otherwise by you in writing.

(b) All documents or communications sent by us will be sent to your last registered address or sent by electronic means to your last email address notified to us. Documents or communications sent to you will be treated as received by you on the day they were sent (for email) or on the tenth Business Day following the day they were sent (for post).

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

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

## 5. Charges

- 5.1 For each Payment received, we will deduct an Administration Fee and the balance will be converted into the Payment Currency using the IPS Exchange Rate (as referred to in clause 3.4 above). Please note that the Administration Fee will be deducted from the Payment, even if the Paying Agent is not able to make the Payment to you (see clauses 3.8 and 3.9).
- 5.2 Our fees are subject to review and modification from time to time. Our latest price list may be viewed at [www.capitaregistrars.com/international](http://www.capitaregistrars.com/international). Please regularly visit this website to check our current prices.
- 5.3 Please note that you are responsible for any extra bank charges applied by your local bank.
- 5.4 Fees and charges may be shared between Capita and the Paying Agent.

## 6. Withdrawal and Termination

- 6.1 You may cancel your International Mandate and withdraw from the Service at any time. Your written withdrawal instruction must reach us before the record date prior to the Payment, if the Service is not to apply to that Payment.
- 6.2 We may withdraw the Service from you at any time (where possible we will give you at least 14 days notice).
- 6.3 No penalty will be payable by either party on termination.
- 6.4 If you are the sole holder and we receive adequate proof of (in the case of individuals) your death, or (in the case of companies) your insolvency, we may cease the provision of the service to you.
- 6.5 Withdrawal or termination of our agreement with you based on these Terms and Conditions will be without prejudice to the completion of transactions already initiated.

## 7. Representations and Warranties

7.1 By applying to join the Service, you represent to us that:

(a) you are the registered holder of the relevant shares/ other securities, or the beneficial owner of the relevant shares held by CIRGT, or that you are the duly authorised legal representative of such registered holder or beneficial owner; and

(b) you will comply with all applicable regulations to which you are subject including, without limitation, all tax laws and regulations, exchange control requirements and registration requirements.

7.2 You undertake to promptly notify us of any change to the details supplied by you which may affect our relationship with you or the Service.

## 8. Limitation on Liability

8.1 We will take reasonable care and skill in the administration of the Service.

8.2 We will not be liable for any losses or expenses suffered by you as a result of circumstances beyond our reasonable control (including, but not limited to, because of breakdown, failure or malfunction of any computer systems or telecommunications links, industrial disputes, postal delays, failure of third parties including the Paying Agent to carry out their obligations, the suspension of trading by any exchange or clearing house, the acts of governmental or regulatory authority including the imposition of exchange controls, war, insurrection, sanctions or embargos). We will, where possible, take such reasonable steps as we can to bring those circumstances to an end as soon as possible.

8.3 We are responsible for losses you suffer as a result of us breaching these Terms and Conditions or our negligence if the losses are a foreseeable consequence of such breach/ negligence. Losses are foreseeable if they could be contemplated by you and us at the time the agreement for the Service was entered into. We are not responsible for indirect losses which occur as a side effect of the main loss or damage and which are not foreseeable by you and us (such as loss of profits, opportunity or goodwill).

8.4 We do not accept responsibility for the acts and omissions of the Company, the Paying Agent, your local bank or any correspondent bank involved in the Service.

8.5 We shall not be liable for acting upon any instructions which are forged or fraudulent, and shall be entitled to assume that all signatures are genuine, provided that we have acted with due care in accepting those instructions.

8.6 Nothing in these Terms and Conditions shall exclude or limit our liability to you for:

- (a) death or personal injury resulting from our negligence; or
- (b) any losses suffered by you as a result of fraud; or
- (c) any other liability which cannot be excluded or limited by law.

## 9. Data Protection

9.1 The Data Protection Act 1998 (DPA) provides protection to individuals by governing, amongst other things, the way in which personal information is held and used. Individuals are also afforded rights of access to such information held about them.

9.2 If you are an individual, under the DPA you are entitled, on payment of a fee, to a copy of the information we hold about you in respect of the Service. If you believe that any information held about you is incorrect or incomplete, you may also request that it be completed or corrected. Please address any requests for information under this clause to The Data Protection Officer, Capita Registrars, The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU, United Kingdom.

9.3 By joining the Service, you agree that we may:

- (a) keep personal details which you or others give us, and any information we know from running your account on a database, and use such information to carry out the Service; and
- (b) disclose information concerning you to the Company, to the Paying Agent, to any person with legal, administrative or regulatory power over us, or to our affiliated companies who are involved in carrying out functions related to the Service, including where the Paying Agent (or its affiliated companies) or our affiliated companies are outside of the European Economic Area (EEA) in countries which do not have similar protections in place regarding your information and its use. We will take reasonable steps to ensure that any such companies put in place proper security measures equivalent to those required under the DPA.

## 10. Assignment and Sub-contracting

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

## 11. General Provisions

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

11.2 Existing mandates: If you decide to participate in the Service you will be deemed to have agreed that any existing mandates which you may have given to us in respect of your shares or other securities (including without limitation, any currency election mandate in respect of the payment of dividends by the Company), or to CIRGT in respect of any holdings with them, will be replaced by the new International Mandate in respect of the Service.

11.3 Invalidity, etc.: If any of the provisions of these Terms and Conditions are found to be invalid, illegal or unenforceable for any reason, such provision shall be removed and the remainder of the provisions in these Terms and Conditions shall continue in full force and effect.

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

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

## 12. Governing Law

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

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

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

Registered office: The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU, United Kingdom. Part of The Capita Group Plc.

Correspondence: Shareholder Administration Support, Capita Registrars, 34 Beckenham Road, Beckenham, Kent, BR3 4BR United Kingdom.

Telephone +44 20 8639 3405 if calling from outside the UK or 0871 664 0385 (calls cost 10p per minute plus network extras) if calling from within the UK.

[www.capitaregistrars.com/international](http://www.capitaregistrars.com/international)

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