



A convenient, easy and cost effective way
to build your shareholding in Wolseley plc

SHARE REGISTRATION | EMPLOYEE BENEFITS | INVESTMENT SERVICES | BUSINESS PROCESS OUTSOURCING

Dividend Reinvestment Plan Service

Terms and Conditions

**PARTNERSHIP THROUGH
INSIGHT, INTEGRITY AND INNOVATION**

EQUINITI

EQUINITI FINANCIAL SERVICES LIMITED DIVIDEND REINVESTMENT PLAN

The Dividend Reinvestment Plan is a convenient, easy and cost effective way to build your shareholding, by using your cash dividends to buy additional Shares, instead of sending a dividend cheque through the post or crediting your bank account with the dividend payment.

How it works

- We use all your cash dividend to buy Shares for you at favourable commission rates.
- We buy your Shares as soon as we can on or after the dividend payment date.
- We send you a statement shortly after we buy your Shares showing you all of the information you need.

How to join

Simply complete and return an application form to us. You can obtain an application form by:

- Visiting www.shareview.co.uk/info/drip and downloading the appropriate form.
- Contacting us on:

UK Helpline: 0371 384 2934

International Helpline: +44 121 415 7011

Lines open 8.30am to 5.30pm (UK time), Monday to Friday (excluding public holidays in England and Wales).

- Or writing to us at:

Equiniti (Jersey) Limited, c/o Equiniti Financial Services Limited, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA United Kingdom.

If you wish to participate (or cancel your participation) in relation to a particular dividend, your instruction must reach us by the deadline set out in Section 3.3.

Charges

You will find more details on charges at the beginning of the Terms and Conditions.

Cancelling

You can leave the Plan at any time. You will find more details in Section 13.

Terms and Conditions

April 2016

Risk warnings

If you make an investment under this Plan it is in just one company. So you should think of it as one part of a balanced portfolio. It is important to remember that the price and value of any investment can go down as well as up. That is also true of any income that might come from it. So you might get back less than you invested. The way an investment has performed in the past does not tell you how it will perform in the future. You should not interpret the information in this booklet as a recommendation by the company or us to buy or hold shares in the company. It is your decision. If you are not sure whether this investment is right for you, you should talk to an authorised financial adviser.

About the agreement between us

This is an execution only service. We will carry out your instructions to buy shares. We will not offer or give any advice on the merits of your instructions or purchases. We will not assess the suitability of purchases made for you or other services provided under the Plan and you do not benefit from the rules of the Financial Conduct Authority on assessing suitability.

List of Charges

- 0.5% of the value of the shares purchased, with a minimum of £1.75
 - Stamp Duty Reserve Tax is not applicable on share purchases for companies registered in Jersey
 - There is currently no charge for joining or leaving the Plan
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1. Contact Details and Definitions

1.1 When contacting Equiniti, you can telephone the Shareholder Helpline on:

0371 384 2943 (+44 121 415 7011 if calling from outside the UK)

A text phone is also available on:

0371 384 2255 (+44 121 415 7028 if calling from outside the UK)

Lines open 8.30am to 5.30pm (UK time), Monday to Friday (excluding public holidays in England and Wales).

Or write to us at:

Equiniti (Jersey) Limited, c/o Equiniti Financial Services Limited, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA United Kingdom

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

- **the Company** means Wolseley plc.
- **CREST** means the computerised system for the transfer of uncertificated securities operated by Euroclear UK & Ireland Limited (under the Uncertificated Securities Regulations 2001).
- **EEA** means countries in the European Economic Area.
- **Equiniti FS** means Equiniti Financial Services Limited, which is authorised and regulated by the **Financial Conduct Authority of 25 The North Colonnade, Canary Wharf, London E14 5HS** (under reference 468631). The main business of Equiniti Financial Services Limited is investment and general insurance services, and its registered office is in the UK at **Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA United Kingdom**, registered in England and Wales no.06208699. References to Equiniti Financial Services Limited also include any company to whom it transfers its rights and obligations in accordance with Section 12.
- **the Equiniti Group** means Equiniti FS, its subsidiaries and parent companies and any subsidiary of any of its parent companies.
- **FCA and FCA Rules** mean respectively, the Financial Conduct Authority and rules made by the FCA, which apply to the services provided by us to you, as amended from time to time.
- **Plan** means this dividend reinvestment plan.
- **shares** means any class of fully paid up shares in the Company for which the Plan is made available.
- **we, our, us** means Equiniti FS. References to “we, our, us” also include any company to which we may transfer our rights and obligations in accordance with Section 12.

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

2. The service we will provide

Once we accept your instruction to take part in the Plan, these Terms and Conditions and your instruction will together constitute a binding agreement between you and us. Under the agreement, we will:

- collect the dividends paid on your shares in the Plan;
- use your dividends to buy additional shares for you;
- send you a detailed statement following each dividend showing details of the purchase.

3. Joining the Plan

The terms here in Section 3 will always apply except where a change in any laws or regulations, or agreements between us and the Company prevent it.

- 3.1 You will be classified for the purposes of the FCA rules as a Retail Client. If, however, you would otherwise be classified under the FCA Rules as an Eligible Counterparty or a Professional Client, you may not necessarily have the rights of a Retail Client under the Financial Services Compensation Scheme. For more information on complaints/compensation, please see Section 21.
- 3.2 The decision to join the Plan is your responsibility.

You may participate in the Plan if:

- you are a resident in the UK, or
- you are a resident in the EEA.

If you are a citizen or resident outside the UK, you may take part in the Plan provided you are not subject to regulations that would oblige us or the Company to comply with any governmental or regulatory procedures or similar formalities.

You are responsible for making sure you can validly take part and for complying with all necessary formalities. You should consult a professional adviser if you are in any doubt about:

- whether you need any government consents or to observe any other formalities, or
- whether you are prohibited from receiving shares instead of cash dividends.

If you join but we reasonably believe you are not eligible to participate in the Plan, we will cancel your participation in the Plan.

- 3.3 Applications to join the Plan must reach us at least fifteen (15) working days before the date of the next dividend payment date.

Applications that miss the deadline will only be eligible for subsequent dividends. We do not usually acknowledge receipt of applications.

We have the right to refuse an application. If your application is incomplete or incorrect and we are unable to get it corrected, we may have to return it without carrying out your instructions. Once you join the Plan, all future dividends paid by the Company will automatically be reinvested for you through the purchase of additional shares until either you leave the Plan or we suspend or terminate the Plan.

- 3.4 Provided we have received the necessary funds from the Company, we will, subject to any instructions from you to the contrary as set out in Section 3.5, reinvest any sums receivable on your shares by way of a distribution of dividend in purchasing further shares in the Company subject to these Terms and Conditions.

If the amount of any dividend payment is insufficient to purchase a whole number of shares in the Company, we will purchase as many shares as we can and retain the balance of any dividend distribution which will be aggregated with any future dividend distribution and used to buy further shares in the Company at that time.

- 3.5 If you do not wish to reinvest any dividend payments in purchasing more shares in the Company as set out in Section 3.4, you may let us know by following the procedure set out in Section 13.

4. Share purchases

- 4.1 The share purchases under the Plan will be transmitted by us to one of our approved entities for execution. There are currently more than ten (10) approved entities and all of them have been selected by us because they have demonstrated that they have policies and procedures that enable them to deliver the best possible result for you, given the types of order and the market conditions involved. In particular, these entities will treat price and costs (total consideration) as the most

important factors when dealing with or executing share purchases, although they may also take into account other factors such as speed, likelihood of execution and settlement, size or any other relevant considerations.

These approved entities will normally execute share purchases on a regulated market but may choose to use other execution venues (including off-exchange dealers) where this is advantageous. We will monitor the performance of these entities and periodically review our internal arrangements and policies for dealing with share purchases under the Plan with a view to achieving the best possible result for you.

You will find further information about these internal arrangements and policies (including a full list of our approved entities) on our website at:

www.shareview.co.uk/info/policies

or you can contact us using the contact details in Section 1.

Share purchases made on your behalf may be aggregated with share purchases made for other participants in the Plan, and this may work to your disadvantage in relation to a particular order, compared with the price you would have paid if your purchase had been made on its own.

For all participants, shares may be bought in separate transactions and on different days, if need be. If it is necessary to buy shares at different prices, we will calculate an average price for all of them.

You will receive the maximum whole number of shares it is possible to buy for you using your cash dividend plus any cash balance from previous dividend payments minus the charges described in these Terms and Conditions.

Shares will be bought for you as soon as practicable on or after the dividend payment date.

The shares bought for you under the Plan will be registered in your name and you will be sent a share certificate unless:

- your shares are held in the CREST system. In this case, the shares will be credited to your CREST account; or
- your shareholding is not registered in your own name but is held on your behalf (for instance, through a company sponsored nominee service). In this case, the arrangements for share issues will depend on the Terms and Conditions of that service.

4.2 We will send you a statement with full details of the share purchase no later than the first working day after we receive written confirmation that the purchase has been made. If applicable, we will also send you a share certificate.

If you need us to confirm your holding in writing or issue a duplicate statement at any time there may be a fee to pay.

- 4.3 The statement will show the price obtained and the intended settlement date. The settlement date is the date we have agreed with the relevant buyer of your stock in the market, i.e. the stockbroker, to complete the transaction.

On this settlement date the transfer of your stock will pass through a commercial settlement system (e.g. CREST) under what is defined in the market as 'delivery versus payment'. You should be aware that during this 'delivery versus payment' window any cash entitlement being paid to the stockbroker will not be protected by us as client money, as defined under the FCA's rules. This process is normally completed during the same business day but will be no later than three (3) business days.

Whilst we will notify you of the intended settlement date on your statement, it is possible that actual settlement may not occur due to circumstances outside of our control, e.g., if the stockbroker is unable to deliver the shares to us to satisfy your instruction.

On settlement, our customer records will be updated to confirm your entitlement to the stock.

- 4.4 Very occasionally, we may decide that, due to market conditions following a particular dividend, we are not able to purchase shares for you under the Plan within a reasonable time. In such a case, we may forward the amount of the dividend to you in cash. Alternatively, if the entity used by us to make the purchase recommends that it be given more time to complete the order, we may allow this.

4.5 **Our policy on correcting any shortfalls in money or assets held on behalf of customers**

Regardless of all the controls and measures we have, there can be instances when shortfalls in money or assets can occur, sometimes just during a working day or sometimes for a longer period.

In accordance with the principles and rules set by the FCA we will ensure there is adequate protection for customers' assets when we are responsible for them. A key measure in ensuring and demonstrating such protection is the reconciliation of all money and assets due to our customers. Such reconciliation includes the correction of any shortfalls in the money and/or assets due to customers that may be identified, using our own funds and resources where necessary. This policy ensures that no customer would be disadvantaged should they request an immediate return

of their money and/or assets or if it becomes necessary for us to return all money and assets to customers.

For all money held on behalf of customers we use controls, during each business day, to monitor these balances and provide immediate funding for any identified shortfalls (i.e. we ensure that the total amount of money actually held for customers in a segregated 'client money' bank account is equal to the total amount of money due to customers as per our internal customer account records). The funding by us of any shortfalls that may occur will remain in place until such time as the reason for the shortfall has been identified and corrected.

5. Cash Balances

If after we have bought your shares there is a small amount of cash left – but it is not enough to buy one share – we will look after it and add it to your next dividend. Any cash balance that remains after shares have been bought for you and/or any dividend money that is too little to buy one whole share will be held by us as client money under the FCA rules and as follows:

- we will deposit the cash in the UK or EEA with a bank;
- Equiniti FS will hold the cash on your behalf with a bank in a client money account which is segregated from any money belonging to Equiniti FS in our own right;
- we will not, however, be responsible for any acts or omissions of the bank;
- if the bank becomes insolvent, we will have a claim on behalf of our clients against the bank. If, however, the bank cannot repay all of its creditors, any shortfall may have to be shared pro rata between them.

You will not be paid interest on cash balances, and we will be entitled to keep any interest earned or any equivalent fee that the bank in question pays us.

If we are holding cash, whether client money or not, we may withdraw the cash, any withdrawal will be applied towards paying fees, charges, and other sums due and payable to us, as set out in these Terms and Conditions and in accordance with FCA Rules.

If you leave the Plan and any cash balances remain we will pay these to you. If the Plan comes to an end we will send you any remaining cash as soon as possible. Where a transaction results in you being entitled to a fraction of a penny which cannot be remitted to you at the time we would normally remit money to you, you consent to us releasing any such amount to a registered charity of our choice, for or on your behalf. Accordingly, you agree that we will not remit that amount to you,

nor hold it as client money for you, and you shall not have any claim, proprietary or otherwise, over such amount following payment to the charity.

In the course of settling a transaction (a purchase or sale), the movement of funds as part of the transaction will be through a commercial settlement system on a “delivery versus payment” basis and for a period of time (normally less than one (1) business day, but not exceeding three (3) business days) will not be treated as client money.

6. Tax position

This is a summary of your tax position under current UK law and HM Revenue and Customs practice.

Please remember:

- this is only an outline of the tax position, not a comprehensive picture – your own tax treatment will depend on your individual circumstances;
- it only covers the tax position for a shareholder resident in the UK;
- the law and rules on tax can change from time to time;
- you are responsible for paying any taxes attributable to your taking part in the Plan, including (but without being limited to) income tax and capital gains tax;
- we are not liable for any taxes attributable to your taking part in the Plan;
- we cannot give you financial or tax advice. If you have questions or uncertainties, we strongly recommend you consult an authorised financial adviser.

Dividend Tax:

You will be responsible for paying any Dividend taxes due in connection with your shares and are responsible for completing Income Tax returns arising as a result of your Dividend Tax liability. If you are a higher rate taxpayer, you may have a further liability for tax.

Capital gains tax:

To calculate your gain or loss for capital gains tax purposes when shares are sold, the base cost of shares bought on your behalf will be their purchase price, including the dealing charge.

7. No third party rights

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

8. Full and partial reinvestment

Usually you must participate in the Plan for all the shares in your account. But, if your shares are held for more than one beneficial owner, we may at our discretion allow you to reinvest the cash dividend on only part of your shareholding.

9. Partial sales and transfers of shares

If you sell or transfer some of your shares, your instructions will go on applying to your remaining shares. If you sell some or all of your shares after the record date the plan will apply to shares held at the record date unless you have left the plan in accordance with Section 13 (this means that even if you have sold all of your shares after the record date you will receive additional shares).

10. Communications between you and us

10.1 Any agreement made between you and us under these Terms and Conditions will be in the English language. We will always communicate with you in English.

10.2 Please address all letters, instructions, notices and other documents for us to the address detailed in Section 1.

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

You must give us any instructions in writing. We may sometimes be able to accept instructions by fax, email, telephone or online, but in this case, we may require you to confirm your instructions in writing before we go ahead and act on them.

10.3 We will send all statements, notices and other documents by post to the sole or first-named joint holder. If the sole or first-named holder has given us an email address:

- we will have a discretion to send any notices or other documents to you via that email address; and
- by sending to that email address a link to our website, we will have discretion to use that website to provide to you (together with other participants in the Plan) general information or documents relevant to these Terms and Conditions in the future. For example, we may use the website to advise you of updates or amendments to these Terms and Conditions, or new fees and charges, rather than having to send this type of information to you (and all other participants in the Plan) individually by post or email.

If you provide us with an email address but subsequently decide that you do not want us to communicate with you by email or using a website, please send us a

letter in the post stating this and we will resume using the last postal address we have for you.

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

- 10.4 Everything we send you is at your own risk. If you need documents to be reissued or altered, there may be a fee to pay.
- 10.5 We cannot take any part in, nor any responsibility for, arrangements between joint holders over sharing information or accounting among themselves.

11. Protecting your personal data

11.1 You agree that we may keep the personal details that you or others give us during your relationship with us on an Equiniti Group database. These details may include, but are not limited to:

- information that you or your agents give us on application forms, in letters, via electronic messages or over the phone;
- what we know from providing you with this service and analysing the transactions you carry out through us;
- information that comes to us from credit reference and fraud detection agencies or services, and registration or stockbroking industry exchanges; and/or
- information we receive from our client companies or their agents.

We may store, use and process your personal information in order to:

- assess your application to participate in this service;
- provide you with services;
- keep our records about you up to date;
- check your identity;
- identify other products and services that might be suitable for you;
- prevent and detect fraud and/or money laundering;
- recover debts; and/or
- carry out research and statistical analysis about our services and how we might improve them. Sometimes we may use an outside market research agency to do this for us, in which case we undertake to ensure that they appropriately protect any personal customer data we share with them.

11.2 Unless you tell us not to, we may share your information within the Equiniti Group and we or other Equiniti Group companies may write to you about:

- Equiniti Group products and services we believe may interest you; and/or
- selected products and services from third party businesses we know and trust.

If you prefer not to receive this kind of information, simply contact us using the contact details in Section 1.

11.3 Under the Data Protection Act 1998 you are entitled to a copy of the information we hold about you on request, on payment of a fee. If you think any information we hold about you is inaccurate, please let us know so that we can correct it.

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

- at your request or with your consent;
- in line with Section 11.1;
- if the law requires or permits disclosure, or there is a duty to the public to reveal it;
- if we are asked to do so by the FCA, the London Stock Exchange or any other relevant regulatory authority or exchange in the UK or overseas;
- to investigate or prevent fraud or other crimes;
- to the Company so that they can update their own records about you;
- to our agents and others in connection with running accounts and other services for you; and/or
- to any individual or company to whom we propose to transfer our obligations and rights in line with Section 12.

11.5 We may administer your account and provide you with some services via agencies in countries outside the EEA, such as India or the USA, where data protection laws and standards differ from those in the UK. But, even if we are processing your personal details outside the EEA:

- there will always be a contract in place to ensure that such information is appropriately protected; and
- we will continue to be strictly bound by the UK's Data Protection Act 1998.

11.6 In order to comply with UK money laundering regulations, we may need to confirm your identity. To help us do this, we may:

- make a search with a credit reference agency, which will keep a record of that search and will share that information with other businesses; and/or
- ask you to supply us with proof of identity.

11.7 We monitor and record some phone calls in case we need to check we have carried out your instructions correctly, to help maintain our quality standards and for security purposes.

12. Transferring our obligations

In accepting these Terms and Conditions you agree that we may transfer our obligations under this agreement to any other company, if that other company writes to you and undertakes to carry out all our duties and obligations under this agreement.

If it does so, you agree that we will be released from all those duties and obligations that such company has undertaken to carry out. We shall satisfy ourselves that any such company is competent to carry out those functions and duties transferred and is regulated to do so by the FCA, if such regulation is required. As part of transferring our rights and obligations to a third party, we may transfer all of the cash, investments and information we hold under these Terms and Conditions to the third party or its nominee. Where funds are held by us as client money the third party will continue to hold this as client money.

Remember, however, that you have a right to end this agreement at any time by following the procedure set out in Section 13. No charge is payable by you when you terminate.

13. If you want to cancel or leave the Plan

13.1 You may cancel this agreement at any time by letting us know in writing. This is in addition to your legal right to cancel this agreement within fourteen (14) days of the agreement between us being made. Your cancellation letter will take effect as soon as we receive it, although this will not prevent the completion of any transactions that are already underway. The normal charges will be made for these transactions.

13.2 If you do not want the Plan to apply to your next dividend, your letter must reach us by the deadline set out in Section 3.3.

Unless you tell us otherwise, any existing instruction you have given us to pay your cash dividends to a bank, building society or third party will carry on.

13.3 If we receive notification of a shareholder's death, mental incapacity, bankruptcy or liquidation, that shareholder's participation in the Plan will end for all future dividends – and, if we receive the notification before the deadline in Section 3.3, this will include the next dividend. If, however the relevant shares are held in the name of more than one person, and after the event the shares are held by the other joint shareholder(s), then the Plan will continue to apply in relation to the shares.

14. Terminating our service

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

- you will be notified by letter;
- you will receive the next cash dividend paid by the Company on, or as soon as practicable after, the dividend payment date;
- the completion of transactions already under way will not be affected.

15. The Plan charges

15.1 We will be entitled to the fees and charges set out in these Terms and Conditions.

We may review these charges from time to time.

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

Charges, tax and any other duties will be deducted from the transaction. If the money to be invested, less any fees and charges, is too little to buy one whole share, no purchase will be made and you will not be charged.

15.2 In addition to the charges outlined above, from time to time we receive fees from the Company sponsoring the service. The Company sponsors this service so that you can benefit from the reduced charges available for bulk purchases, resulting from a number of shareholders' purchase instructions being dealt together. The fees are negotiated regularly with the Company, with the actual charge made to the Company reflecting the size, complexity and value of the service and the overall relationship with the Company. More information about these fees is available on request.

16. Changing this agreement

We may amend these Terms and Conditions from time to time to:

- comply with changes in law or regulation;
- correct inaccuracies, errors or ambiguities;
- take account of any corporate reorganisations within our group of companies or a transfer of our rights, benefits and/or obligations under these Terms and Conditions to a third party; and/or
- reflect changes in the scope and nature of the service we are able to provide, having regard to:
 - our agreement with the Company;
 - the CREST rules and regulations, and our CREST membership;
 - our computer or database systems;
 - our administrative procedures and routines;

- market practice and overall customer requirements; and/or
- reflect any other reason.

If we intend to change the Terms and Conditions, and the alteration is material, we will give you at least thirty (30) days' written notice of the alteration, unless such changes are required by law, or regulation to be effected earlier, or it is otherwise impracticable to do so.

See also Section 10.3 as to when we may use email or a website to provide you with such notice.

Remember also, if you do not like an alteration that we propose to make to these Terms and Conditions, that you have a right to leave the Plan at any time by following the procedure in Section 13.

17. The extent of our liability

17.1 We will not be responsible for any losses or expenses you incur under this agreement, unless caused by our breaching FCA Rules, or our fraud, wilful default or negligence.

Even in the event of our wilful default or negligence, we will not be liable for any loss attributable to a failure to let us know about address or name changes, other changes in personal details, or bankruptcy, or any problem or defect in your ownership or title to the shares (unless caused by us).

17.2 We do not act as agent for the Company or accept any responsibility for anything the Company does or does not do.

17.3 We will not be responsible for:

- anything done or not done by the Company named in this document;
- acting in accordance with a court order (of whatever jurisdiction) or failing to act in accordance with a court order about which we have not been notified;
- forged or fraudulent instructions. So long as we have shown all due care, we will be entitled to assume:
 - that signatures that purport to be yours are genuine; and
 - if we have agreed to accept a particular instruction over the phone or by email, that the caller's or emailer's identity is genuine – unless it ought to be obvious to anyone that it is not.

- any kind of loss or damage you suffer in the event of ‘force majeure’ – meaning any failure, interruption or delay in the performance of our obligations because of:
 - industrial disputes;
 - the malfunction or failure of any telecommunications or computer service, or CREST;
 - the failure of third parties to carry out their obligations;
 - the activities of government or international authorities, including changes in law or regulations; and/or
 - any other event or circumstance not within our reasonable control provided, where relevant, that we have complied with the FCA Rules on business continuity. If this type of situation arises, however, we will remedy the situation as soon as reasonably possible.
- any direct, special or consequential loss (including direct or indirect loss of profit), other than where this results from fraud or a breach of the Conduct of Business Sourcebook (COBS) or Client Assets Sourcebook (CASS) in the FCA Rules on our part.

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

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

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

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

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

18. Indemnifying us

- 18.1 You agree to indemnify us and our respective agents, officers and employees for any liabilities we incur arising from anything done by us in the proper performance of our duties in accordance with this agreement in relation to your shares, except for liabilities that are the result of our wilful default, negligence or fraud or a breach of the FCA Rules.
- 18.2 Your obligations under this indemnity will survive even in the event of:
- complete or partial termination of this agreement; or
 - our resignation or replacement.

19. Conflicts of interest

- 19.1 The Equiniti Group has established and implemented a Conflicts Policy (which may be revised and updated from time to time) in line with the FCA rules, which sets out how we must seek to identify and manage all material conflicts of interest. Such conflicts of interest can occur in our day to day business activities: for example, where one of our clients could make a gain at the direct expense of another client, or we might be faced with an opportunity to make a gain but this would be to the direct disadvantage of one or more of our clients.
- 19.2 Depending on the exact nature of the conflict of interest involved, we may take certain actions in accordance with the Conflicts Policy to mitigate the potential impact of the conflict. Such actions may include putting in place controls between the opposing sides of the conflict, which may control or prevent the exchange of information, and/or involve the appropriate management of staff activities and segregation of duties. Where such controls would be insufficient to eliminate the potential material risk of damage to clients from specific conflicts, then we will disclose the general nature and/or source of those conflicts of interest to you prior to us undertaking the relevant business.
- 19.3 You will find full details of our Conflicts Policy on our website at: www.shareview.co.uk/info/policies or you can request a printed copy by contacting us using the contact details in Section 1.
- 19.4 At the time of the issue of this document no material conflicts of interest were identified which could not be managed in accordance with Section 19.1.

20. Governing law

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

21. Complaints and compensation

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

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

or email us at:

concerns@equiniti.com

or call us using the contact details in Section 1.

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

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

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

If we cannot meet our obligations, you may be entitled to compensation from the Scheme. This will depend on the type of agreement you have with us and the circumstances of the claim. For example, the Scheme covers corporate sponsored nominees, individual savings accounts and share-dealing.

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

For more details about the Financial Services Compensation Scheme, you can call their helpline on:

0800 678 1100 or +44 207 741 4100

or go to their website at:

www.fscs.org.uk

or write to them at:

**Financial Services Compensation Scheme, 10th Floor, Beaufort House,
15 St Botolph Street, London EC3A 7QU, United Kingdom.**

Alternative Formats

To request these Terms and Conditions in an alternative format, for example Braille, large print or audio tape, please contact us using the contact details in Section 1.