



**Equiniti Share Plan Trustees Limited**  
**International Share Incentive Plan Electronic Weekly Dealing**  
**Terms and Conditions**

**[15 March 2023]**

## ALTERNATIVE FORMATS

When contacting Equiniti, you can telephone the Employee Helpline on: +44 (0)371 384 2040. Lines open 8.30am to 5.30pm (UK time), Monday to Friday (excluding public holidays in England and Wales). For deaf and speech impaired customers we welcome calls via Relay UK. Please see [www.relayuk.bt.com](http://www.relayuk.bt.com) for more information. You can also contact us by using our email service [myshareplan@equiniti.com](mailto:myshareplan@equiniti.com), please provide your Company name in the subject line.

Write to Equiniti at:

Share Incentive Plan (SIP) Sales Team,  
Equiniti Limited,  
PO BOX 4630, Aspect House,  
Spencer Road, Lancing,  
West Sussex, BN99 6DA  
United Kingdom

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## 1. IMPORTANT INFORMATION

**1.1 Contacting Equiniti** When contacting Equiniti, you can telephone the Shareholder Helpline on: +44 0371 384 2040. Lines open 8.30am to 5.30pm (UK time), Monday to Friday (excluding public holidays in England and Wales). For deaf and speech impaired customers we welcome calls via Relay UK. Please see [www.relayuk.bt.com](http://www.relayuk.bt.com) for more information. You can also contact us by using our email service [myshareplan@equiniti.com](mailto:myshareplan@equiniti.com), please provide your Company name in the subject line. Alternatively, I can write to Equiniti at:

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Equiniti Limited,  
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Spencer Road, Lancing,  
West Sussex, BN99 6DA  
United Kingdom

**1.2 Share prices** Share prices may change significantly up or down between the time I decide to sell my shares, complete and submit the instruction form and the time when the shares are actually sold.

**1.3 Exchange rates** Changes in exchange rates may adversely affect the value of any foreign currency-based investments. The rate of the currency conversion may fluctuate and move against my interest.

Your Privacy Notice clearly explain how your data is protected and how your enhanced rights apply from 25th May 2018. To read the latest version, please visit <https://privacy.equiniti.com>.

## 2. MY INSTRUCTION

**2.1** I request the Trustee to sell the Plan Shares held on my behalf by the Trustee under the terms of the Share Incentive Plan (“the Plan”) as completed on my electronic instruction form. I confirm that:

- I have the right to transfer shares out of the Plan into my own name and to arrange the sale of shares myself, and
- I am able to deal under the provisions of the Model Code or, if necessary, I have obtained clearance to deal.

**2.2** In consideration of the Trustee agreeing to arrange this sale on my behalf I agree that:

**2.2.1** The service is provided on an ‘execution only’ basis. The Trustee will arrange for my instructions to be carried out, but will not provide any sort of investment or tax advice. The Trustee will not advise me on the merits of dealing at the present time or the suitability of dealing taking into account my own personal circumstances. If I have any doubts, I should consult an Independent

Financial Adviser or another person qualified to give investment advice under the UK Financial Services & Markets Act.

- 2.2.2** Instructions will be carried out once a week, on the day quoted within the Important Information section on ESP Portal, if received no later than 11.59pm one clear business day prior to the weekly trading day. I understand that sales of non-UK shares may take significantly longer to settle and are subject to exchange rate fluctuations.
- 2.2.3** Dealing will take place once a day and will be aggregated with other similar requests. This may result in a higher or lower price than if each request was dealt with separately. Limit orders (instructions to sell at a minimum price) will not be accepted. If the London Stock Exchange [or other relevant stock exchange] is closed, dealings will be held over until the next business day that it is open.
- 2.2.4** My instructions will be transmitted to an approved entity for execution who has demonstrated they have policies and procedures which will allow them to obtain the best possible result for me, taking into account market conditions and the size of the trade. The Trustee will monitor the performance of its approved entities and periodically review its internal arrangements and policies for dealing with sales of shares under the Plan with a view to achieving the best possible result for me. Further information about these internal arrangements and policies (including a full list of the Trustees approved entities) is available on request.
- 2.2.5** Commission charged will be deducted from the sale proceeds. Details of the rates are shown in the Important Information section on ESP Portal. For non UK listed shares, prices quoted before settlement are for guidance only and the price obtained will be available after settlement of the stock. Any FX fees applied to the sale of shares are applied by the Broker and not Equiniti Share Plan Trustees Limited or Equiniti Group plc.
- 2.2.6** Once I have submitted my sale request to the Trustee, my instruction is irrevocable. Telephone orders and faxes will not be accepted. Share prices may change significantly up or down. I understand that for non-UK listed shares, all share prices are for guidance only until the settlement date has passed.
- 2.2.7** Following the sale, my sale advice and sale proceeds will be sent to me within 20 business days of the intended settlement date. Any:-
- non-taxable net sale proceeds will be sent by cheque to my registered address, or to my bank account/building society, if the Trustee holds these details;
  - taxable amounts from the sale proceeds will be sent to the Company Payroll, who will deduct any tax payable and send any residue funds to my bank account or to my registered address by cheque. I understand that if the sales proceeds reach my payroll after the processing cutoff date then I will not receive my proceeds until the following month's pay.
- 2.2.8** In providing this service the Trustee is not making any recommendation that I should use the service nor is the Trustee suggesting it is an appropriate time to deal.
- 2.2.9** Neither the Trustee nor any member, director or employee of the Company will have any liability to me for losses arising out of these arrangements save in the case of deliberate wrongdoing.
- 2.2.10** If I request to sell more than the total number of Available and Conditional shares that are held by the Trustee on my behalf, the Trustee will sell the total number of Available and Conditional shares held in my account as at the sales date.

- 2.2.11** In accordance with the UK Money Laundering Regulations, the Trustee may require verification of my identity. The Trustee may conduct searches of databases and other credit data in order to do this or may need to ask me to provide proof of my identity. This may lead to a delay in carrying out my instruction, a delay in payment of my sale proceeds to me, or my instruction being rejected. The Trustee will not be liable for any loss which may result from this.
- 2.2.12** The Trustee may possibly carry out transactions with or for me in which the Trustee or an associate deal as principal or dual agent or otherwise have a material relationship with another party which might involve conflict with the Trustee’s duty to me. The Trustee will not be able to consult me about this but will try and ensure that the terms of any transaction are as favourable to me as those carried out with a third party at arm’s length. Nothing in these terms and conditions shall prevent the Trustee from carrying out transactions for anybody else.
- 2.2.13** Sale requests are irrevocable therefore if I submit multiple sale requests via online or paper all requests will be actioned provided the Trustees hold sufficient shares on my behalf to meet my request(s).
- 2.2.14** If they accept my instructions or orders, they will take all reasonable steps to carry them out. However, they will not be responsible for any loss or expense I may incur if they are unable to do so for whatever reason (other than their negligence, fraud or deliberate default) or if there is a delay or change in market conditions before the transaction takes place.

## 3. ESP PORTAL ELECTRONIC SALES REQUESTS

- 3.1 Provisions** If I submit a sale request using the electronic sale request facility provided, the following provisions will apply:
- The Company and/or the Trustee and/or Equiniti Limited have the right to withdraw the ESP Portal sale facility at any time;
  - The Company and/or the Trustee and/or Equiniti Limited may insist on a written sale request instead of an electronic sale request;
  - The information that I provide to gain access to the service together with my acceptance of the terms and conditions will, when I confirm my sale request, constitute my electronic signature;

- Excess demand on the service and circumstances beyond the Company's and/or the Trustee's and/or Equiniti Limited's reasonable control may mean it is not always possible to use the ESP Portal sale facility;
- The Company and/or the Trustee will take reasonable steps to ensure that the electronic sale request facility is available but neither they nor Equiniti Limited are responsible for systems beyond their reasonable control or any incompatibility between my systems and the ESP Portal sale facility.

**3.2 My instruction** I acknowledge that the ESP Portal electronic sale request facility enables me to give instructions directly to the Trustees. Such instructions are not to be regarded as instructions given directly to Equiniti Limited (even if Equiniti Limited's website or other facilities are used in connection with electronic instructions).

**3.3 Sharing my data** I acknowledge that the Trustee (and not Equiniti Limited) is responsible for processing the electronic sale request, for determining how the data in the instruction is processed as well as for the information provided by the ESP Portal sale facility.

If I subscribe for Equiniti Limited's ESP Portal, Shareview portfolio creation service or any other service in connection with the Plan, Equiniti Limited will be entitled to use and process the information which I provide in order to grant access to other websites managed by Equiniti Limited.

## 4. COMPLAINTS

- 4.1 Raising a complaint** If I have a complaint of any kind, I can put my complaint in writing to Equiniti at:  
 Complaint Resolution Team, Equiniti Limited, Aspect House, Spencer Road,  
 Lancing, West Sussex, BN99 6DA United Kingdom  
 or email Equiniti at:  
 concerns@equiniti.com  
 or contact them using the details in 1. Important Information.

## 5. OTHER INFORMATION

- 5.1 Governing Law** These Terms and Conditions are governed by English law. Any disputes relating to the agreement will be subject to the jurisdiction of the courts of England and Wales.
- 5.2 Third party rights** This agreement is only between me and Equiniti. It will not give any benefits to, nor be enforceable by, a third party.

## 6. DEFINITIONS

Under the agreement, the following words have particular meanings:

- Equiniti** Equiniti Limited – The administrator of the Share Incentive Plan  
 Highdown House  
 Yeoman Way  
 Worthing  
 West Sussex  
 BN99 3HH  
 United Kingdom
- the Plan** the Share Incentive Plan
- Trustee** Equiniti Share Plan Trustee Limited – Trustee of the Share Incentive Plan
- Company** My employing Company or participating company under the Plan
- Tax** income tax and National Insurance Contributions