



**Equiniti Share Plan Trustees Limited  
Tesco Share Incentive Plan (“SIP/Plan”)  
Postal Deferred Daily Dealing Terms and Conditions**

**[20 April 2023]**

## **ALTERNATIVE FORMATS**

When contacting us, you can telephone our Employee Helpline on: +44 (0) 371 384 2976. Lines are 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.

Please contact us to request this document in an alternative format, for example, braille or audio.

Write to Equiniti Limited (“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

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Share Incentive Plan (SIP) Sales Team,  
Equiniti Limited,  
PO BOX 4630, Aspect House,  
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.

Your Privacy Notices clearly explain how your data is protected and how your enhanced rights apply. To read the latest versions, please visit <https://privacy.equiniti.com>.

## 2. MY INSTRUCTION

- 2.1** I request Equiniti Share Plan Trustees Limited (“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 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
  - 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 received by 2:30pm, will be carried out the next business day after receipt of my form. I understand that non-UK listed shares may take significantly longer to settle and are subject to exchange rate fluctuations.
- 2.2.3** My form will be processed in accordance with the sale option I have completed, the Trustee will not accept instruction forms that have been annotated.
- 2.2.4** 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.
- 2.2.5** 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.
- 2.2.6** Commission charged will be deducted from the sale proceeds. Details of the rates are shown on the enclosed instruction form. For non-UK listed stock, prices quoted before the settlement date are for guidance only and the final price obtained will be available after settlement of the stock.
- 2.2.7** Once I have sent my sale request to the Trustee, I cannot cancel my instruction. Telephone orders and faxes will not be accepted. Share prices may change significantly up or down.
- 2.2.8** Following the sale, a sale advice will be sent to me within 5 business days. 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. However, in certain circumstances the proceeds from your available shares may be returned to you via payroll.
  - 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 cut-off date, then I will not receive my proceeds until the following month's pay.

- 2.2.9** 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.
- 2.2.10** 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.
- 2.2.11** If the instruction is incomplete, it will be returned to me without the instruction having been carried out.
- 2.2.12** If I request to sell more than the total number of Available and Conditional shares that I hold, the Trustee will sell the total number of Available and Conditional shares held in my account as at the sales date.
- 2.2.13** Where available, if I select to sell a number of shares this will prevail over any other choices selected on my instruction form.
- 2.2.14** Where available, if I give instructions to both sell all Available shares, and to sell all Available and Conditional shares, the Trustee will sell all Available shares and all Conditional shares that I hold.
- 2.2.15** The Trustee will not accept responsibility for any document before it is received, or after it has been despatched. Sale instructions must be received without any attachments and must be correctly addressed to Share Incentive Plan (SIP) Sales Team, Equiniti Limited, P.O. Box 4630, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA, United Kingdom.
- 2.2.16** 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.
- 2.2.17** 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.
- 2.2.18** Sale requests are irrevocable therefore if I submit multiple sale requests via online, paper or using the interactive voice telephony service all requests will be actioned provided I hold sufficient shares to meet my request(s).
- 2.2.19** 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. COMPLAINTS

- 3.1 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](mailto:concerns@equiniti.com)  
Or contact them using the details in 1. Important Information.

### 4. OTHER INFORMATION

- 4.1 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.
- 4.2 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.

### 5. 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