



Terms and Conditions of the Dividend Reinvestment Plan



The Plan (defined below) is a convenient and easy way to build up your shareholding by using your cash dividends to buy more shares in the Company (defined below). The Plan is provided by Capita Asset Services, a trading name of Capita IRG Trustees Limited, which is authorised and regulated by the Financial Conduct Authority.

This document is important and should be read in full before making a decision to join the Plan.

Benefits of Participation

- Increase your ordinary shareholding over the long term at competitive dealing commission rates (generally lower than available through retail brokers).
- Compounding effect of increasing holding and future dividend payments.
- Plan Provider is authorised and regulated by the Financial Conduct Authority.
- An alternative for shareholders in the EEA (as defined below), Channel Islands or the Isle of Man who may have difficulty cashing sterling dividend cheques due to high bank charges (subject to you having the minimum cash dividend amount and meeting the eligibility criteria set out in these Conditions). Please see section 3 for more information.

Features

- Purchase additional shares in the Company using your cash dividend.
- On the dividend payment date, we instruct a broker to buy shares in the market at the prevailing market price. You will therefore not know the share price when you sign up to the Plan.
- The commission is 0.5% of the purchase price of the shares. This excludes stamp duty reserve tax at the prevailing rate (currently 0.5% of the deal value) if applicable. Costs are deducted at source before the shares are purchased.
- You will receive a tax voucher, share certificate and transaction advice following the reinvestment of your dividend.
- You may withdraw from the Plan at any time.
- The value of shares, and any income from them, can go down as well as up; please see warnings in section 11.

Contact us

In writing:

Dividend Reinvestment Plans, Capita Asset Services, The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU.

By telephone:

0800 280 2545.

Calls are free from UK landlines, mobile charges may vary. Lines are open from 9.00 - 17.30 Monday to Friday. If calling from overseas: + 44 (0) 333 300 1568.

By email:

shares@capita.co.uk

Via the website:

www.capitashareportal.com

How to apply

Please read the conditions carefully, then simply complete and return the enclosed Application Form, or complete it online at:

www.capitashareportal.com

Please note that if your holding is in joint names, all holders must sign the Application Form and therefore only postal applications can be made.

Applications must be received no later than 25 days prior to a dividend payment date. If you have more than one holding, resulting in more than one Investor Code for the same Company, you must complete an Application Form for each holding that you wish to sign up to the Plan.

If you are in any doubt as to the action you should take, you should seek advice from an appropriate adviser, who is authorised pursuant to FSMA 2000 (as defined below), if you are in the United Kingdom, or if you are resident elsewhere, from an appropriately authorised or recognised adviser.

If you have recently sold or transferred all of your shares in the Company, please forward this document, together with any accompanying documents as soon as possible to the purchaser or transferee, (or to the agent through whom the sale or transfer was effected for delivery to the purchaser or transferee).

About the Plan

The Plan gives shareholders in the Company the opportunity to use their cash dividend to buy further shares

in the Company by becoming Participants (defined below) in the Plan. These further shares will be bought in the market on your behalf under a special low-cost dealing arrangement.

This document and the Application set out all the terms and conditions of the Plan. It replaces any previous terms and conditions which you may have received. Enquiries about the Plan, or these Conditions, should be directed to the Plan Provider using the contact details on page two.

Please note that telephone conversations may be recorded and monitored for quality control purposes and to resolve disputes.

This Plan is an entirely voluntary scheme. Should you therefore decide not to become a Plan Participant, there will be no change in how you receive cash dividends declared by the Company.

1. Definitions and Interpretation

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

“**Application**” means the Dividend Reinvestment Plan Application Form;

“**Cancellation Period**” has the meaning given to it in section 9;

“**Company**” means COMPASS GROUP PLC the corporate client of the Plan Provider whose cash dividend you wish to use to buy further shares in that Company;

“**Conditions**” means the terms and conditions set out in this document;

“**CREST**” means the computer based system operated by Euroclear UK & Ireland Limited (a subsidiary of Euroclear SA) for the transfer of uncertificated securities;

“**EEA**” means countries forming the European Economic Area;

“**FCA**” means the Financial Conduct Authority, at 25 The North Colonnade, Canary Wharf, London, E14 5HS, and any successor body;

“**FCA Rules**” means principles, guidance and rules issued by the FCA from time to time;

“**FSMA 2000**” means the Financial Services and Markets Act 2000 (as amended from time to time);

“**Plan**” the dividend reinvestment plan provided by the Plan Provider to shareholders of the Company;

“**Plan Provider**” or “**we/us**” means Capita Asset Services, a trading name of Capita IRG Trustees Limited, a company incorporated under the laws of England (no. 2729260), with registered address at The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU, or any successor provider that may be appointed; and

“**you**”, “**Participant**” or “**Member**” the person(s) on whose behalf we are buying/holding the shares or, if appropriate, a person who is authorised to act on your behalf and who has provided us with such proof of their authority to act, as we may reasonably require and “**your**” and “**yourself**” shall be construed accordingly.

1.2 The headings to sections are for convenience only and shall not affect the interpretation or construction of these Conditions. References to “sections” are references to sections of these Conditions.

1.3 Reference to legislation or regulations in these Conditions means the current legislation or regulations as amended or replaced from time to time.

1.4 Any phrase introduced by the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

2. How the Plan works

If you join the Plan, all of your cash dividend will be used to purchase as many whole shares as possible on your behalf. The Plan Provider will instruct the nominated broker to purchase shares under the Plan on or as soon as reasonably practicable after the relevant dividend payment date.

3. Who is eligible to participate in the Plan?

Participation in the Plan is only available to individuals (including legal representatives such as executors whose details have been registered with the registrar of the Company) aged 18 years or over, who are:

- (i) resident in the United Kingdom, or another country within the EEA, Channel Islands or the Isle of Man; or
- (ii) resident in a jurisdiction deemed eligible as agreed in writing between the Company and Plan Provider, in which case you must ensure that your participation in the Plan does not require the Plan Provider or the broker purchasing the shares, to comply with governmental or regulatory procedures or any similar formalities.

In either case, if you are resident outside the United Kingdom you are responsible for ensuring that you may validly join the Plan and for observing all relevant formalities to enable you to buy shares through the Plan. If you are in any doubt as to whether you require any governmental or other consents or need to observe any other formalities to enable you to buy shares through the Plan, you should consult a suitably qualified professional adviser.

4. What are the charges?

You will be charged a fee of 0.5% of the value of the shares purchased, plus stamp duty reserve tax at the prevailing rate, (currently 0.5% of the deal value) if applicable. These costs will be automatically deducted from the cash prior to it being reinvested through the Plan. The Plan Provider may share any commission it receives with third parties and details of this will be given upon request. Please note that due to the charge applied, the Plan may not be cost effective for all Participants.

5. At what price will the shares be bought and how many shares will I receive?

This will depend on the market price of the Company's shares at the time your shares are purchased. You cannot specify a maximum or minimum price and it may be necessary to carry out several purchase transactions to acquire the shares needed for the Plan. The trade will not be concluded until all shares are purchased and shares will not be allocated until completion of all transactions. The prices at which the shares are purchased may vary in which case these transactions will be aggregated and the shares will be allocated to you at the average purchase price. This may be higher or lower than the price achieved if each purchase had been made separately. The order will be allocated in accordance with the Plan Provider's published Best Execution Policy. A full copy of the Plan Provider's Best Execution Policy is available online at:

www.capitaassetservices.com

or upon written request to Capita Asset Services, at the address provided above.

6. When will I get a Share Certificate?

The business day following the receipt of the contract note from our broker, we will send you a statement detailing the reinvestment of your dividend. This will show how many shares have been purchased for you, the date of purchase, the purchase price and the associated costs together with the carried forward cash balance. The actual cost of the shares (including the purchase commission and stamp duty reserve tax) will form your base cost for United Kingdom capital gains tax purposes.

If you hold your shares in "**certificated**" form, you will receive a share certificate from the registrar after settlement of the purchase. **Please note that all documents are posted at your risk.** If you hold your shares through CREST, shares will be credited to your CREST account and you will receive a CREST notification.

If you hold your shares in a nominee provided by the Plan Provider, your shares are held in an uncertificated form and you will not receive a share certificate.

7. What happens when money is left over after the shares have been bought?

Any cash dividend remaining which was insufficient to purchase a whole share will be carried forward without interest and added to future dividends for reinvestment under the terms of the Plan. Any cash held on your behalf will be treated as Client Money, as described in the FCA rules.

When you withdraw from the Plan or the Plan is withdrawn or terminated for any reason

- (i) any cash balance of £3.00 or more will be sent to you by cheque on the payment date of the next dividend; and
- (ii) any cash balance of £2.99 or less will be donated to a registered charity of the Plan Provider's choice.

Further information is set out in section 13.

8. How do I join in the Plan?

If your shares are held in certificated form

Just complete and sign the Application and return it to the Plan Provider at the address stated on the form or, alternatively, apply on-line at www.capitashareportal.com. Forms may be obtained from the Plan Provider. As noted above, if your holding is in joint names, all holders must sign the Application and therefore only postal applications can be made.

The Application must reach the Plan Provider (either by post or online) no later than 25 days prior to the dividend payment date. Applications to join the Plan received after that date will take effect from the next dividend payment date.

If your shares are held in uncertificated form, please see CREST procedures below

The Plan Provider may, at its discretion, and upon application in writing, permit a registered shareholder to reinvest the cash dividend payment on a lesser number of shares than the full holding where such a shareholder is acting on behalf of two or more beneficial owners. The remaining cash dividend will automatically be paid on the shares which are not included in the Plan. These elections will apply only to one dividend and a fresh Application must be given for each dividend.

The Plan Provider reserves the right not to accept an Application to join the Plan.

Once your Application to participate in the Plan has been accepted, future dividends will be reinvested under the Plan until such time as you withdraw from the Plan or the Plan is suspended or terminated in accordance with these Conditions.

CREST procedures

If you hold your ordinary shares in uncertificated form in CREST and will continue to do so at the record date for the relevant dividend, you may elect to participate in the Plan by means of the CREST procedures to effect such an election. If you are a CREST Personal Member, or other CREST Sponsored Member, you should consult your CREST sponsor, who will be able to take the appropriate action on your behalf.

The CREST procedures require you to use the Dividend Election Input Message in accordance with the CREST Manual. The message should be correctly completed in order for a valid election to be made.

The Plan Provider reserves the right to treat as valid an election which is not complete in all respects.

A valid election made using a Dividend Election Input Message will, to the extent it relates to shares held in uncertificated form at the record date for the relevant dividend, supersede all previous written elections made in respect of holdings in the same member account.

By inputting a Dividend Election Input Message as described above, you confirm your election to participate in the Plan in accordance with the details input and with the Conditions of the Plan as amended from time to time. You confirm you appoint the Plan Provider or any successor provider of the Plan as may be appointed from time to time as your agent to arrange the purchase of ordinary shares in accordance with such Conditions.

The shares purchased on your behalf according to the Plan will be credited to your relevant CREST member account unless the Plan Provider from time to time determines that such shares shall be issued to you in certificated form.

You may only cancel an election which has been made by Dividend Election Input Message by utilising the CREST procedure for deletions described in the CREST Manual, unless the Plan Provider consents to a revocation in another form. The deletion will be valid in relation to the then current dividend only if the deletion is accepted, in accordance with the CREST procedures, by or on behalf of the Company prior to the deadline for receipt of withdrawals set out in these Conditions. It is recommended that you input any deletion message 24 hours in advance of this deadline to give the Company and the Plan Provider sufficient time to accept the deletion.

There is no facility to amend an election which has been made by Dividend Election Input Message; if you wish to change your election details, you must first delete the existing election as described above and then input a Dividend Election Input Message with the required new details.

It is possible to cancel previous written elections made in respect of your uncertificated holding without having to make a new election by means of the 'Non CREST Election' and 'Deletion Request Status' fields in the Dividend Election Input Message, again in accordance with the procedures described in the CREST Manual. The deletion will be applied to the then current dividend only if the deletion is accepted, in accordance with the CREST procedures, by the Plan Provider on behalf of the Company prior to the deadline for receipt of withdrawals set out in these Conditions. It is recommended that you input any deletion message 24 hours in advance of this deadline to give the Company and Plan Provider sufficient time to accept the deletion.

9. How can I withdraw from the Plan (including cancellation)?

If you are joining the Plan, you have a legal right to cancel your participation within 14 days (the "Cancellation Period") after receipt by the Plan Provider of a satisfactorily completed Application. You can cancel by sending the Plan Provider written notice to the address given within the introduction of this document. The notice should state that you want to exercise your legal cancellation right. Cancellation will not apply to any transactions already started at the time the notice is received. There is no legal right to cancel after expiry of the Cancellation Period but you may withdraw from the Plan at any time by sending the

Plan Provider your notice of withdrawal. Your withdrawal must reach the Plan Provider no later than 30 days prior to the payment date for a dividend if the Plan is not to apply to that dividend.

If you sell or transfer your entire shareholding on or before the dividend record date for a particular dividend, your Plan membership will be cancelled.

However, if your sale or transfer is registered after the record date, you will still receive additional shares under the Plan in respect of that dividend.

Upon receipt by the Company's registrar of proper notice of the shareholders death, bankruptcy, or mental incapacity (or in the case of a corporate shareholder of such body being placed in liquidation) participation in the Plan will cease, unless otherwise agreed in writing by the Plan Provider.

Any fractional cash balance remaining will be dealt with as detailed in these Conditions.

10. What are the tax implications?

If you are in any doubt as to your taxation position, whether in relation to the receipt of a dividend or arising from your purchase of shares under the Plan, you should contact a suitably qualified professional adviser. Tax legislation can change from time to time. Please note that there is the possibility that other taxes or costs may exist that are not paid through the Plan Provider or imposed by it.

You will be liable to income tax on dividends reinvested under the Plan as if you had received a cash dividend and arranged the purchase of additional shares yourself.

United Kingdom resident shareholders may, depending on their circumstances, be liable to capital gains tax on chargeable gains arising from a sale or other disposal of the shares. Shareholders resident in other jurisdictions should take their own local advice on the tax consequences of buying, holding, and disposing of shares.

11. Important note

The value of shares and the income from them can fall as well as rise and you may not get back the amount of money you invest. Past performance is not a guide to future performance. This arrangement should be considered as part of a diversified portfolio. No information provided in this document should be regarded as a recommendation to buy, sell or hold shares. You should note that the price of shares may change significantly between the time you decide to join the Plan and the date the shares are purchased.

For example, in certain situations where a trade takes longer to settle than originally anticipated, we may have to hold the assets in safe custody. If this happens, we will ring-fence the custody assets by registering them in the name of our wholly owned nominee company to ensure these are clearly segregated from our own assets and by carrying out regular reconciliations during the period that the custody assets are temporarily in our custody.

Due to the charge applied, the Plan may not be cost effective for all Participants. For example, for shareholders in receipt of very small dividends, it is possible that in certain circumstances the administration charge may be more than the value of the shares purchased through the Plan. If you are in any doubt as to the action you should take, please seek advice from a suitably qualified adviser who is authorised pursuant to FSMA 2000, if you are in the United Kingdom, or if you are resident elsewhere, from an appropriately authorised or recognised adviser.

In providing the Plan to you in relation to the Company's shares, which are traded on a regulated market, the Plan Provider is not required to assess the suitability 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 suitability. Therefore, the Plan Provider will not assess whether:

- (i) the relevant product or service meets your investment objectives;
- (ii) you would be able financially to bear the risk of any loss that the product or service may cause; or
- (iii) you have the necessary knowledge and experience to understand the risks involved.

The Plan Provider is also not required to assess the appropriateness for you of the Plan or any transaction connected to the Plan.

12. Other terms and conditions of the Plan

All purchases of shares under the Plan will be made for you, on an "execution only" basis. This means that we will receive share dealing orders from you and transmit these orders on your behalf to an authorised broker to execute. The Plan Provider will comply with its regulatory obligation to act in your best interests when placing orders on your behalf for execution. The Plan Provider will place the order with an authorised broker of its choice. The Plan Provider uses a number of brokers for this service, in particular Winterflood Securities Limited, and will rely on these brokers to take all reasonable steps to obtain the best possible result when executing orders, in accordance with the rules of the FCA. The factors normally used to determine the best possible result will be price and the costs related to execution. The Plan Provider will also check that each broker has a policy and procedures in place designed to obtain the best possible result, subject to, and taking into account the nature of your order(s) and the market in question. The Plan Provider will monitor these brokers and review their performance at least once a year.

In accordance with FCA rules, the Plan Provider has in place arrangements, which may be updated from time to time, to manage conflicts of interest that arise between itself and its clients or between its clients.

The Plan Provider will deal with potential conflicts of interest in accordance with its Conflicts of Interests Policy which 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 the Plan Provider may seek to disclose the general nature and/or sources of conflict to you before undertaking business for you. The Plan Provider will provide full details of the Conflicts of Interest Policy upon receipt of a written request from you.

In respect of the purchase of shares, settlement will be effected by means of a delivery versus payment transaction (commonly referred to as DvP) within CREST. In order to effect a delivery versus payment transaction, your shares/ monies (as applicable) will not benefit from the protection provided under the FCA client money and custody rules. We will hold your shares/ monies outside of such protection for no longer than the duration provided for, and in accordance with, the FCA Rules.

All documents sent by post or electronic means are sent at your risk and neither the Plan Provider nor the nominated broker will be liable for any failure to receive any document.

All communications in relation to the Plan will be in the English language.

The main business of the Plan Provider is the provision of administration, share dealing, trustee, nominee and ancillary services.

The operation of the Plan is subject always to the discretion of the Plan Provider. In the event that the Plan cannot be applied to a dividend, your cash dividend will be paid to you.

The Plan may be suspended or terminated at any time if it becomes necessary to do so. If this happens, notice will be given to all Participants as soon as is reasonably practicable.

If you decide to participate in the Plan you agree that any mandate which you may have given to the Plan Provider for the payment of cash dividends directly to your bank or building society account will be suspended for so long as you remain a Participant in the Plan.

The Plan Provider may change these Conditions (including the charges and fees) in the future for the following reasons:

- (i) to reflect reasonable changes in the way it operates the Plan (for example, at the request of the Company or because of changes to the Plan Provider's system capabilities or administration procedures);
- (ii) as a result of new services which the Plan Provider may make available to you;
- (iii) to take account of any corporate restructuring within the Plan Provider's group of companies;
- (iv) where reasonably required as a result of changes in market conditions or market practice;
- (v) to take account of changes or anticipated changes to, or to comply better with, applicable laws or the interpretation of those laws, regulatory requirements, industry guidance or codes

of practice that it follows, or the way that it is regulated;

- (vi) to reflect a decision or recommendation of a court, ombudsman, regulator or similar body which is relevant to it or to the Plan;
- (vii) to reflect changes in tax rates;
- (viii) to take account of, in a proportionate manner, the cost to it of providing the Plan;
- (ix) to protect it against misuse of the Plan;
- (x) to prevent fraud or to enhance the security of the Plan or Participants; or
- (xi) to make these Conditions easier to understand, fairer to you, or to correct mistakes.

The latest version of these Conditions can be found by accessing your account via the share portal on our website at www.capitaassetservices.com. If you do not have access to the share portal please contact us (details in the introduction of this document) to request a copy of the latest Conditions. The Plan Provider will where possible give you at least 30 days' prior notice of any change that is to your disadvantage. If you receive such a notice and do not agree with the proposed change, you may terminate this agreement at any time without charge (see section 9 above).

Any change will be deemed to have been accepted by you if you have already instructed the Plan Provider to trade on your behalf after the change has taken effect.

13. Client Money

Any money held for you by the Plan Provider is classified as Client Money and will be held with money held for other Participants in a client bank account with an approved bank as required by the FCA. The money will not be used by the Plan Provider in any transactions other than those required by the Participant in accordance with the Conditions. Client Money will be pooled with that held on behalf of other Participants and we will not pay any interest on such amounts at any time. The Plan Provider will not be responsible for any acts or omissions by the banks.

It should be noted that, whilst the cash balance for each Participant will be recorded separately, should there be a default or failure of any person (other than the Participant) such as but not limited to either the Plan Provider or a bank which results in a Pooling Event, all Client Money bank accounts held by the Plan Provider may be pooled. The funds may then be distributed on a pro rata basis to all Participants which could result in each Participant receiving less back than might have been due prior to the Pooling Event.

Money will cease to be Client Money when it is paid to, or to the order of, the Participant or to the designated charity. However the Plan Provider is obliged to continue to treat as Client Money any sums drawn in favour of or to the order of the Participant by cheque or other payable order until this is

presented and paid by the Plan Provider's bank.

Any cash balance of £3.00 or over will be returned to you in any of the following circumstances:

- if you withdraw from the Plan;
- if you sell or transfer your entire shareholding;
- if the Plan Provider receives proper notice of a Participant's bankruptcy or mental incapacity; or
- if the Plan Provider receives proper notice of a corporate shareholder who is a Participant being placed in liquidation.
- if the Plan Provider terminates the Plan and there is no relevant plan to be provided by a third party.

If the Plan Provider receives proper notice of a sole shareholder's death, any cash balance of £3.00 or over will be returned to the deceased's estate.

Any cash balance of £2.99 or less will be donated to a registered charity of the Plan Provider's choice if any of the events described above occur. Partial disposal of your shareholding will not invalidate your participation in the Plan but as a consequence it will reduce your dividend and therefore the number of shares that can be purchased for you. Any claims made to receive balances of £2.99 or less will be honoured.

You agree that we may pay away any unclaimed client money and/ or unclaimed custody assets 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 money and/ or unclaimed custody 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 clause 18, 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.

14. Client Classification

Each Participant will be classified as a Retail Client. These Conditions and the Application will form the agreement between you and the Plan Provider.

15. Data Protection

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

The Plan Provider will comply with its obligations under the Data Protection Act, including protecting your personal information.

By becoming a Participant in the Plan, you agree that the Plan Provider may:

- keep personal details which you or others give it, and any information the Plan Provider knows from running your account on a database, and use such information to carry out the services described in these Conditions; and
- disclose information concerning you to the Company; to Euroclear (if entitled to such information) which may disclose the information to regulatory, tax or governmental authorities as appropriate; to any person with legal, administrative or regulatory power over the Plan Provider in respect of the Plan Administration; to any replacement Plan Provider; to the broker; or to affiliated companies of the Plan Provider who are involved in carrying out functions related to the Plan administration including such affiliated companies which are outside of the EEA in countries which do not have similar protections in place regarding your information and its use.

Under the Data Protection Act 1998, you are entitled, on payment of a fee, to a copy of the information we hold about you. 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 section to the senior manager at the address shown on page two of this document.

16. Transfer and sub-contracting

The Plan Provider may, at any time, transfer all or some of its rights and obligations under these Conditions to any person (the "Transferee") who:

- (i) is authorised by the FCA and agrees to hold your cash balances accrued under the Plan (if any) in accordance with the requirements of the FCA Rules on client money; or
- (ii) in the reasonable opinion of the Plan Provider (after exercising all due skill, care and diligence), is able to apply adequate measures to protect your cash balances accrued under the Plan (if any).

Such transfer will be given effect by the Plan Provider and/ or the Transferee sending a notice of transfer to you specifying the date (the "Transfer Date") on which the Transferee will assume such rights and obligations under these Conditions. Such notice of transfer will be given to you at least 30 days prior to the Transfer Date. You may elect to leave the Plan during this 30 day notice period, in which case no charge will be payable by you to the Plan Provider in facilitating your exit from the Plan. The transfer will not affect any rights you may have against the Plan Provider which relate to the period prior to the Transfer Date. With effect from the Transfer Date:

- (i) the Plan Provider may transfer to the Transferee (or its nominee) all of your client assets (if any), your client monies (if any) or any information (including personal information) it holds on your behalf, or otherwise arising under these Conditions;
- (ii) these Conditions (as amended from time to time) shall be treated for all purposes as having been

entered into between you and the Transferee in substitution of the Plan Provider; and

- (iii) the Plan Provider shall be released and discharged from all of its obligations and liabilities arising howsoever under these Conditions.

The Plan Provider may also choose to subcontract any of its duties to any company within the Plan Provider's group. If it does so, the Plan Provider will remain responsible to you for the performance of its duties under these Conditions.

17. Unforeseen circumstances

The Plan Provider will not be liable for any losses or expenses suffered by you as a result of a delay or failure due to circumstances beyond its reasonable control (for example, because of failure of its or another person's computer systems or telecommunications links or overriding emergency procedures, postal delays, flood, fire, storm, labour disputes, accident, vandalism, malicious damage, war or terrorism). The Plan Provider will, where possible, take such reasonable steps as it can to provide its services under the Plan as soon as possible following any delay or failure.

18. Limitation on liability

The Plan Provider accepts no liability for any loss resulting from a delay in taking action where such delay is caused by your delay or failure to provide information, materials or data reasonably requested by the Plan Provider or regulatory authorities.

The Plan Provider is not acting as agent for the Company and is not responsible for any acts or omissions by the Company or those of the Company's agents.

The Plan Provider will not be required to expend or risk its own funds in buying shares or otherwise incur any financial liability in the performance of any of its duties.

The liability of the Plan Provider to you under these Conditions is limited to any losses directly associated with the act or omission of the Plan Provider that gave rise to the liability. The Plan Provider will not be liable for any other damage or loss suffered by you which it could not have foreseen (for example, the loss of an alternative investment opportunity as a result of any delay in withdrawing your shares from the Plan).

You should make sure that you keep your personal identification details safe. If you do not take reasonable steps to keep your identification details secure, or fail to tell the Plan Provider as soon as possible if you believe your identification details have been wrongfully obtained by someone else, the Plan Provider will not be liable to you for any losses you may suffer as a result, provided that the Plan Provider has acted with reasonable care. The Plan Provider can assume that instructions which appear to come from you are genuine unless it could reasonably have been expected to realise that they were not.

If you believe that someone else has wrongfully obtained any of your Identification Details, you should notify the Plan

Provider as soon as possible using the contact details at the beginning of this document,

Nothing in these Conditions excludes or limits any liability of the Plan Provider for:

- (i) death or personal injury caused by the Plan Provider's negligence;
- (ii) any losses or expenses suffered as a direct result of fraud on the part of the Plan Provider; or
- (iii) any liability which cannot be excluded or limited by law or by the FCA rules.

19. Governing law

English law will apply to these Conditions. The English courts will have exclusive jurisdiction in relation to these Conditions.

These Conditions together with the Application constitute the entire and only agreement between you and the Plan Provider relating to the provision of the Plan and supersede any previous agreements or representations in respect of the Plan.

20. Complaints and compensation

If you think that you have reason to make a complaint, please contact us using the details at the beginning of this document. Please ensure you include the name of the Company and your investor code with any correspondence.

Your complaint will be fully investigated and a full resolution sought. If you remain dissatisfied, you may be able to complain to the Financial Ombudsman Service, Exchange Tower, London E14 9SR.

You can find additional information at:
www.financial-ombudsman.org.uk.

The Plan Provider's complaints procedure is available upon request, but a copy will be provided automatically to you in the event of a complaint being received.

The Plan Provider is a member of the Financial Services Compensation Scheme established under FSMA 2000 (as amended from time to time). You may be entitled to compensation from the Financial Services Compensation Scheme if the Plan Provider cannot meet its obligations. This depends on the type of business and the circumstances of the claim.

As at the date of these Conditions, most types of investment business are covered for compensation of up to £50,000. The amounts of compensation may be changed from time to time and you should check your entitlement with the Scheme. A leaflet with further details is available on request from the Scheme. Call the Scheme's Helpline on 0800 678 1100 or 020 7741 4100, log on to the Scheme's website at www.fscs.org.uk or write to the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London, EC3A 7QU.

August 2016