

# BT Group EasyShare - Postal Share Dealing Form

## EEA residents only

Full Name(s) of all holders \_\_\_\_\_

Registered address of first named holder \_\_\_\_\_

### Participant reference number here

This can be found on your EasyShare statement

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
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|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|

To sell your entire holding, please write all 'ALL' in the box.

If you only wish to sell part of your holding please write the number of shares you wish to sell.

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### Declaration

I/We, the undersigned confirm I/we wish to arrange for the net share sale proceeds (after deduction of the sale fee of 1.9% minimum £70 plus a 0.5% commission fee for the conversion of the sale proceeds) paid on the sale of my/our BT Group plc shares to be converted into my local currency and credited to the nominated bank indicated overleaf, or to such branch of the organisation as the bank may from time to time request. I/We understand that this request relates solely for the payment of the share sale proceeds relating to the service.

**Payments can only be made into your bank account. Requests to pay a third party bank account will result in your sale proceeds being issued by cheque in GBP sterling in your name and sent to the registered address shown above.**

### PLEASE READ CAREFULLY BEFORE YOU CONTINUE

The following information is required for identification and anti-money laundering purposes. These checks may delay the sale, the issue of proceeds or share certificates. Different information is required depending on your citizenship so please read the Guidance Notes and National Client Identifier Guide enclosed carefully before you complete this form.

**If ALL holders\* do not complete this form fully and correctly the instruction will be returned without being actioned.**

\*Executors/Administrators: Please sign the relevant holder box below and provide the deceased holder(s) details only.

**Legal Representatives acting on behalf of a registered holder(s) (Power of Attorney, Receiver etc.):** Please sign the relevant holder box below, provide the registered holder(s) details and supply your own details on the Legal Representatives page enclosed.

I/We appoint Equiniti Financial Services Limited as the agent to arrange to sell shares as shown above. This dealing service is carried out in accordance with the Equiniti Financial Services Limited Dealing Service Terms and Conditions, including the 'Essential Information' enclosed. For your own benefit you should read both of these carefully before signing and returning this form. If you do not understand any point please contact the helpline on +44 121 415 7178. If my/our account details need updating before the sale of my/our shares, I/we agree to the £50 administration fee.

**To comply with UK money laundering regulations, we need to confirm your identity. To help us do this, we must ask you to supply the following information together with proof of your identity. Please refer to the 'Confirmation of Identity' form enclosed for full details of the documentation required. Please note that failure to do this may mean your instruction is rejected.**

|                       |   |   |   |   |   |   |   |   |   |   |   |
|-----------------------|---|---|---|---|---|---|---|---|---|---|---|
| <b>Holder 1</b>       | (1) Signature: _____  | (2) Date of birth                                       | <table border="1"> <tr> <td>D</td><td>D</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td> </tr> </table> | D | D | M | M | Y | Y | Y | Y |
| D                     | D   | M   | M   | Y | Y | Y | Y |   |   |   |   |
| (3) Country           | Please provide the information from your National Client Identifier for Country 1 |   |   |   |   |   |   |   |   |   |   |
| Country 1             | _____   | (4) Primary:  | _____   |   |   |   |   |   |   |   |   |
| Country 2             | _____   | You must place a 'X' in the box if you do not hold this | <input type="checkbox"/>  |   |   |   |   |   |   |   |   |
| Country 3             | _____   | (5) Secondary:  | _____   |   |   |   |   |   |   |   |   |
|                       |   | You must place a 'X' in the box if you do not hold this | <input type="checkbox"/>  |   |   |   |   |   |   |   |   |
| (6) Corporate bodies: | Company number: _____   | Legal Entity Identifier:                                | _____   |   |   |   |   |   |   |   |   |

|                       |   |   |   |   |   |   |   |   |   |   |   |
|-----------------------|---|---|---|---|---|---|---|---|---|---|---|
| <b>Holder 2</b>       | (1) Signature: _____  | (2) Date of birth                                       | <table border="1"> <tr> <td>D</td><td>D</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td> </tr> </table> | D | D | M | M | Y | Y | Y | Y |
| D                     | D   | M   | M   | Y | Y | Y | Y |   |   |   |   |
| (3) Country           | Please provide the information from your National Client Identifier for Country 1 |   |   |   |   |   |   |   |   |   |   |
| Country 1             | _____   | (4) Primary:  | _____   |   |   |   |   |   |   |   |   |
| Country 2             | _____   | You must place a 'X' in the box if you do not hold this | <input type="checkbox"/>  |   |   |   |   |   |   |   |   |
| Country 3             | _____   | (5) Secondary:  | _____   |   |   |   |   |   |   |   |   |
|                       |   | You must place a 'X' in the box if you do not hold this | <input type="checkbox"/>  |   |   |   |   |   |   |   |   |
| (6) Corporate bodies: | Company number: _____   | Legal Entity Identifier:                                | _____   |   |   |   |   |   |   |   |   |

Please provide a daytime telephone number (in the event of a query): \_\_\_\_\_

If there are more than two holders, additional signature boxes are provided overleaf

# Additional holders

v1.12.19

|  |  |   |
|--|--|---|
| <b>Holder 3</b> (1) Signature: _____                                       | (2) Date of birth  | <input type="text" value="D"/> <input type="text" value="D"/> <input type="text" value="M"/> <input type="text" value="M"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> |
| (3) Country  | <b>Please provide the information from your National Client Identifier for Country 1</b> |   |
| Country 1 _____  | (4) Primary: _____   |   |
| Country 2 _____  | You must place a 'X' in the box if you do not hold this                                  | <input type="checkbox"/>  |
| Country 3 _____  | (5) Secondary: _____   |   |
|  | You must place a 'X' in the box if you do not hold this                                  | <input type="checkbox"/>  |
| (6) Corporate bodies: Company number: _____ Legal Entity Identifier: _____ |  |   |

|  |  |   |
|--|--|---|
| <b>Holder 4</b> (1) Signature: _____                                       | (2) Date of birth  | <input type="text" value="D"/> <input type="text" value="D"/> <input type="text" value="M"/> <input type="text" value="M"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> |
| (3) Country  | <b>Please provide the information from your National Client Identifier for Country 1</b> |   |
| Country 1 _____  | (4) Primary: _____   |   |
| Country 2 _____  | You must place a 'X' in the box if you do not hold this                                  | <input type="checkbox"/>  |
| Country 3 _____  | (5) Secondary: _____   |   |
|  | You must place a 'X' in the box if you do not hold this                                  | <input type="checkbox"/>  |
| (6) Corporate bodies: Company number: _____ Legal Entity Identifier: _____ |  |   |

## Bank account details

**In order to deposit your sale proceeds into the account below, you must provide either a cancelled cheque for the above account or a recent bank statement when returning this completed form.**

**Failure to provide this or if any of your bank account details provided are incorrect or incomplete, your sale proceeds will be issued to you by cheque in GBP sterling to the address shown above.**

Bank account name

Full name and address of bank

Please provide details of your IBAN. Please check your bank statement or contact your bank.

Bank Identification code (Swift BIC). Full 11 character BIC required.

If only 8 characters, the last 3 should be **XXX**. This is mandatory.

The Beneficiary Bank must be SEPA reachable if the local domestic currency is Euro.

Please state the currency you wish your sale proceeds to be paid in

## Legal Representatives

Legal Representatives acting on behalf of a registered holder(s) (Power of Attorney, Receiver etc.) must sign the form and provide the registered holder(s) details overleaf/above **and** supply your own details in the box(es) provided below.

|   |  |
|---|--|
| <b>Legal Rep 1</b> (1) Signature: _____ (2) Date of birth <span style="border: 1px solid black; padding: 2px;">  D   D   M   M   Y   Y   Y   Y  </span> |  |
| <b>(3) Country</b><br>Country 1 _____<br>Country 2 _____<br>Country 3 _____   | <b>Please provide the information from your National Client Identifier for Country 1</b><br><b>(4) Primary:</b> _____<br>You must place a 'X' in the box if you do not hold this <input style="float: right;" type="checkbox"/><br><b>(5) Secondary:</b> _____<br>You must place a 'X' in the box if you do not hold this <input style="float: right;" type="checkbox"/> |
| <b>(6) Corporate bodies:</b> Company number: _____ Legal Entity Identifier: _____   |  |
| <b>Legal Rep 2</b> (1) Signature: _____ (2) Date of birth <span style="border: 1px solid black; padding: 2px;">  D   D   M   M   Y   Y   Y   Y  </span> |  |
| <b>(3) Country</b><br>Country 1 _____<br>Country 2 _____<br>Country 3 _____   | <b>Please provide the information from your National Client Identifier for Country 1</b><br><b>(4) Primary:</b> _____<br>You must place a 'X' in the box if you do not hold this <input style="float: right;" type="checkbox"/><br><b>(5) Secondary:</b> _____<br>You must place a 'X' in the box if you do not hold this <input style="float: right;" type="checkbox"/> |
| <b>(6) Corporate bodies:</b> Company number: _____ Legal Entity Identifier: _____   |  |
| <b>Legal Rep 3</b> (1) Signature: _____ (2) Date of birth <span style="border: 1px solid black; padding: 2px;">  D   D   M   M   Y   Y   Y   Y  </span> |  |
| <b>(3) Country</b><br>Country 1 _____<br>Country 2 _____<br>Country 3 _____   | <b>Please provide the information from your National Client Identifier for Country 1</b><br><b>(4) Primary:</b> _____<br>You must place a 'X' in the box if you do not hold this <input style="float: right;" type="checkbox"/><br><b>(5) Secondary:</b> _____<br>You must place a 'X' in the box if you do not hold this <input style="float: right;" type="checkbox"/> |
| <b>(6) Corporate bodies:</b> Company number: _____ Legal Entity Identifier: _____   |  |
| <b>Legal Rep 4</b> (1) Signature: _____ (2) Date of birth <span style="border: 1px solid black; padding: 2px;">  D   D   M   M   Y   Y   Y   Y  </span> |  |
| <b>(3) Country</b><br>Country 1 _____<br>Country 2 _____<br>Country 3 _____   | <b>Please provide the information from your National Client Identifier for Country 1</b><br><b>(4) Primary:</b> _____<br>You must place a 'X' in the box if you do not hold this <input style="float: right;" type="checkbox"/><br><b>(5) Secondary:</b> _____<br>You must place a 'X' in the box if you do not hold this <input style="float: right;" type="checkbox"/> |
| <b>(6) Corporate bodies:</b> Company number: _____ Legal Entity Identifier: _____   |  |

Please complete all fields in this form (where applicable).

### Section A Personal details

Participant Reference Number

Title  Mr  Mrs  Miss  Ms Other

Last Name(s)

First Name(s)

Full Address   
Postcode

Nationality  Date of Birth

Telephone Number

We are required by law to confirm the identity of all individuals using our service. If this is a joint account, all parties will need to complete a copy of this form and supply evidence. In order to help us establish your identity we will require two documents, one from each of the lists below. Both documents must show your full name and, between the two documents, must also evidence your date of birth and current residential address. Please note we are unable to accept documents which only show your initials. Copies of any documents you provide will be retained by us and any original documents will be returned to you at the earliest opportunity.

For primary documents in List A below, if you do not wish to send us the original document, you must send a copy which is certified and stamped to be a true copy of the original. The person undertaking the certification must provide their contact details below and you must advise them that we may contact them to validate their certification and/or conduct searches of electronic databases to validate their own identity. **Please note that the receipt of certified documents may result in a delay in processing your application.**

We accept copies certificated by

- government departments
- solicitors or chartered accountants regulated by the relevant body
- banks or building societies regulated by the Financial Conduct Authority (UK only)
- the Post Office (UK only)

For supporting documentary evidence in List B, only original documents will be accepted. Please tick the box for the documents you are enclosing

#### List A – Primary Identity Documents (Government Issued)

- Current full or provisional UK/EEA driving licence
- Current full signed passport
- Current EEA member state identity card

#### List B – Supporting Documentary Evidence

- A second item from List A (if not already provided)
- Bank/building society/credit union statement or pass book – less than 3 months old
- Utility bill or statement (not mobile phone) – less than 3 months old
- Signed documentation from a regulated financial services firm which indicates a current relationship with the firm exists.

I confirm that the information above is true and accurate and that the certified copies of the enclosed documents relate to me.

Signature  Date

Please provide below the full name, address and telephone number of any person certifying a primary identity document on your behalf.

# Guidance Notes

Below are guidance notes that you will need to correctly complete the dealing form.  
**Please read carefully as any incorrect forms will be returned without being actioned.**

Executors/Administrators must sign the form **BUT provide all other requested information of the deceased registered holder(s) only**. All other Legal Representative(s) (Power of Attorney, Official Receiver etc.) acting on behalf of the registered holder(s), must sign the form, provide the details of the registered holder(s) for whom they are acting and also provide their own details in the additional Legal Representative box(es) provided.

We require

- (1) signature(s)
- (2) date of birth (DD/MM/YYYY)

We also require information in respect of your nationality(ies).

- **(3) Country** - You must state the country of your nationality. If you hold more than one nationality you must list the countries (up to 3) **in the order they appear on the National Client Identifier Guide enclosed**.  
*Example: if you hold dual nationality with Croatia and Czech Republic, you must list Czech Republic first as this appears first on the National Client Identifier Guide.*
- **(4) Primary** - You must state the details from the Primary National Client Identifier of your first listed country from the National Client Identifier Guide enclosed. If there is a Primary and Secondary National Client Identifier listed for your country you must always supply the Primary National Client Identifier if you have it. If you do not hold this, you must place a X in the box to confirm.  
*Example below: we would want you to add your **National Identification Number (Rodné číslo)**.*
- **(5) Secondary** - If your first listed country has a Secondary National Client Identifier listed, **and you do not hold the Primary National Client Identifier**, you should provide the details from the Secondary National Client Identifier. If you do not hold this you must place a X in the box to confirm.  
*Example below: If you did not hold **National Identification Number (Rodné číslo)** but have a **National Passport Number**, you add the details from that to the form.*
- **(6) Corporate bodies only** - Please refer to the 'General' page for requirements on signing the dealing form. You must provide your Company Number as well as your Legal Entity Identifier (LEI). Any forms received without this will be returned unactioned.

| Country (3)       | Primary<br>National Client Identifier (4)       | Secondary<br>National Client Identifier (5) |
|-------------------|---|---|
| Czech<br>Republic | National Identification Number<br>(Rodné číslo) | National Passport Number.                   |

**You must provide details for Country 1 only. If you have dual nationality, please **DO NOT** provide any details for any other country if you do not hold the National Client Identifiers for Country 1.**

*If you do not have a Primary or Secondary National Client Identifier for Country 1, please make sure you tick both boxes to confirm.*

If you are a citizen of **Estonia, Iceland, Italy, Malta, Poland, or Spain** and you cannot provide any of the National Client Identifiers requested, trading rules prevent Equiniti from accepting your instructions to trade. This means that your instruction will be returned without being actioned.

# National Client Identifier Guide

| Country (4)   | Primary National Client Identifier (5)                                      | Secondary National Client Identifier (6)       |
|---|---|--|
| Austria   | No further information is required  | -  |
| Belgium   | Belgian National Number (Numéro de registre national – Rijksregisternummer) | -  |
| Bulgaria  | Bulgarian Personal Number   | -  |
| Cyprus  | National Passport Number  | -  |
| Czech Republic  | National identification number (Rodné číslo)                                | National Passport Number                       |
| Germany   | No further information is required  | -  |
| Denmark   | Personal Identity Code  | -  |
| Estonia   | Estonian Personal Identification Code (Isikukood)                           | -  |
| Spain   | Tax identification number (Código de identificación fiscal)                 | -  |
| Finland   | Personal Identity Code  | -  |
| France  | No further information is required  | -  |
| United Kingdom  | National Insurance Number   | -  |
| Greece  | 10 DSS digit Investor share   | -  |
| Croatia   | Personal Identification Number (Osobni identifikacijski broj)               | -  |
| Hungary   | No further information is required  | -  |
| Ireland   | No further information is required  | -  |
| Iceland   | Personal Identity Code  | -  |
| Italy   | Fiscal code (Codice fiscale)  | -  |
| Liechtenstein   | National Passport Number  | National Identity Card Number                  |
| Lithuania   | Personal code (Asmens kodas)  | National Passport Number                       |
| Luxembourg  | No further information is required  | -  |
| Latvia  | Personal code (Personas kods)   | -  |
| Malta   | National Identification Number  | National Passport Number                       |
| Netherlands   | National Passport Number  | National identity card number                  |
| Norway  | 11 digit Personal ID (Foedselsnummer)                                       | -  |
| Poland  | National Identification Number (PESEL)                                      | Tax Number<br>(Numer identyfikacji podatkowej) |
| Portugal  | Tax number (Número de Identificação Fiscal)                                 | National Passport Number                       |
| Romania   | National Identification Number (cod Numeric Personal)                       | National Passport Number                       |
| Sweden  | Personal Identity Number  | -  |
| Slovenia  | Personal Identification Number (EMŠO: Enotna Matična Številka Občana)       | -  |
| Slovakia  | Personal number (Rodné číslo)   | National Passport Number                       |
| All Other Countries*<br>(Including Crown Dependencies and British Overseas Territories) | National Passport Number  | -  |

\*If you are listing two or more countries that fall into 'All Other Countries' please visit [www.nationalitycalculator.co.uk](http://www.nationalitycalculator.co.uk) which will advise on the correct order you must list them on the form. Alternatively you can call our Helpline on 0371 384 2030.

# Essential Information

## General

### When will my shares be sold?

Normally the next business day after Equiniti receives your Share Dealing Form.

### When will you confirm my shares have been sold?

We will send confirmation the day after we receive confirmation the sale has been done.

### How much does it cost to sell my shares?

It costs 1.9% with a minimum of £70 per transaction. In addition, there is a 0.5% commission fee for the conversion of the sale proceeds.

## I need to update my personal details can I still use this service?

Yes. For an additional charge of £50 (which will be deducted from your sale proceeds) we will update your details before we sell shares to avoid any delay to your transaction.

- To update your address, please attach a signed letter showing your old and new addresses
- To update your name, please attach certified documentation such as a deed poll or marriage certificate
- To register the death of a joint holder, please attach the death certificate

If the shareholder has died please contact our Helpline on +44 121 415 7178\* for the documentation required.

Any other changes not stated above will be actioned but may result in a delay in the sale of shares.

## Checklist

Before returning your form, please check that you've completed or enclosed the following:

- Full names and registered address
- Participant reference number
- Number of shares to sell
- That ALL holders/representatives have signed and provided **all** the details requested
- A cancelled cheque or a recent bank statement for the account the sale proceeds are to be paid
- Confirmation of Identity form fully completed (one for each holder)
- Supporting evidence requested in the Confirmation of Identity form.

## Equiniti and your personal data

To understand more about how Equiniti uses and safeguards your data, please refer to our Privacy Notice:

- Online at <https://privacy.equiniti.com> where you will find general information about your rights and how Equiniti safeguards your data;
- By telephone UK: 0333 207 5962\* International: +44 121 415 0196

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

## Completed forms should be returned with supporting documentation as appropriate, to:

Investment Services PSD  
 PO Box 5014  
 Worthing  
 West Sussex  
 BN99 9AA  
 United Kingdom

# Equiniti Financial Services Limited Dealing Service Terms and Conditions

**Risk Warning: The price and value of investments and any income from them can go down as well as up. Past performance is no guide to future performance. It is entirely your decision whether or not to conduct a transaction using this dealing service.**

We have updated our Privacy Notice to clearly explain how we protect your data and how your enhanced rights apply. Please read 'Equiniti and your personal data' section on the Essential Information page enclosed for further details.

## Definitions

Definitions

'CSN' means BT Group Easyshare

'Equiniti' means Equiniti Financial Services Limited

'FCA' means Financial Conduct Authority

'FCA Rules' means the rules made by the FCA as amended from time to time

'share, shares' means ordinary shares

'EEA' means European Economic Area

'We, Our, Us' means Equiniti

'you, yours' means the person(s) named on the accompanying postal share dealing form

'Company' means BT Group plc

## The Service

1. This dealing service is provided on an execution-only basis. In other words, we will carry out your instructions but we do not give any kind of investment or tax advice, nor advise you on the merits of any particular transaction. In particular, we will not assess the suitability and appropriateness of transactions conducted for you or services provided to you under these terms and conditions and you are not subject to the FCA Rules on assessing appropriateness. If you are in any doubt about using this dealing service, you should consult a professional adviser.

2. You agree that this dealing service is provided on an execution-only basis, you have not asked for or received any advice from us and it is your decision alone to accept this dealing service as suitable to your requirements.

3. This dealing service is provided by Equiniti, which is authorised and regulated by the Financial Conduct Authority of 12 Endeavour Square, London E20 1JN (under reference 468631). The main business of Equiniti is investment and general insurance services. Our registered office is in the United Kingdom at Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA. Registered in England and Wales, number 6208699.

4. You can use this dealing service for selling shares that are held within a CSN in the Company.

5. Please read carefully through these terms and conditions. They describe the basis on which we will provide this dealing service, and they will come into effect as soon as we have received your instructions and accepted you as a customer.

6. When giving us your instruction you appoint Equiniti as your agent to arrange to sell the shares shown on your share dealing form.

7. When selling shares you may only use this dealing service to sell shares that belong to you and/or that you have the right to sell. When you give us an instruction to sell, you will be guaranteeing that you have the right to sell the shares shown on your share dealing form free from any liens, charges and other third party rights. You also authorise Equiniti to execute a transfer to give effect to the sale of those shares. You will indemnify Equiniti for all losses in relation to a breach of this clause 7.

8. You must be 18 or over to use this dealing service. We reserve the right to refuse to accept a dealing instruction. If your instruction is incomplete or includes a mistake, we may try to contact you for clarification or we may return your instruction without carrying it out. We will not be liable for any loss you suffer as a result of this clause. Instructions to deal shares which are held in joint names must be signed by all registered holders.

9. Once you have sent us your form, you will not be able to cancel your instructions. We cannot take orders over the phone. A share price may change significantly between the time you decide to deal and the time we actually trade your shares.

10. The decision to sell shares is your responsibility. This service can only be used by those with a registered address in the EEA, Channel Islands, Isle of Man, Switzerland or Gibraltar. Instructions to deal shares from any other country will not be actioned.

11. We reserve the right to extend or end this dealing service.

## Share dealings

12.1. When we sell shares for you, we will take all sufficient steps to obtain the best possible result for you, taking into account price, costs, speed, likelihood of execution and settlement, size, nature and other relevant considerations. The best possible result will be determined in terms of the total consideration, representing the price of the shares and the costs relating to execution, including all of the expenses incurred or to be incurred by you that are directly related to the execution of your order. To ensure that we secure the best possible result for you, we will have regard to our Order Execution Policy. Your order will also be executed promptly, fairly and expeditiously relative to other client orders. Otherwise comparable client orders will be executed in accordance with the time of their receipt by us.

12.2 Without prejudice to the commitments we have made in 12.1 dealing will normally be daily for all sale instructions we receive up to the close of business on the previous working day. We may sometimes combine your order to deal shares with other customers' orders, and this may work to your advantage or disadvantage in relation to a particular order, compared with the price you would have obtained if your order had been dealt with on its own. We may sell the shares in a combined order in several transactions and on separate days. If this produces transactions at different prices, we will average them out so that all the customers concerned benefit from the same average price. If it means dealing in shares on different days, it will delay completion of the transaction accordingly. Where the transaction results in you being entitled to a fraction of a penny, we will round down where the consideration is less than 0.5p and round up when 0.5p or higher. When we aggregate your order with those of other customers and apply any rounding, any additional funds required will be provided by Equiniti.



If, following the rounding a small residual balance remains, 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 a proprietary claim over such amount. You will not be able to use this dealing service to place a limit order. If the relevant execution venue is closed, we will hold over your transaction until the day it next opens for business.

12.3 Very occasionally, due to market conditions, we may not be able to execute an order for you within a reasonable time. In such a case, we may contact you to explain that we will not be executing your order.

Alternatively, if the approved entity used by us to execute the order recommends that it be given more time to complete it, we may allow this.

12.4 Orders will be transmitted by us to one of our approved entities for execution. There are currently more than ten 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 orders 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 orders, although they may also take into account other factors such as speed, likelihood of execution and settlement, size or any other relevant consideration.

These approved entities will normally execute orders 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 orders with a view to achieving the best possible result for you.

Further information about these internal arrangements and policies (including a full list of our approved entities) is available on request.

12.5 If the order falls on the Company's ex-dividend date or record date, shares will be sold 'cum-dividend'. The sale proceeds you receive will increase reflecting the value of the forthcoming dividend to which you will not be entitled. You should be aware that share sale proceeds are subject to capital gains tax, while dividends are treated as income.

## **Charges**

13. Charges due will be deducted from the sales proceeds. Dealing fee – The fee is 1.9% minimum £70 plus a 0.5% commission fee for the conversion of the sale proceeds.

Change of details fee – £50 if you need to update your personal details before a sale can go ahead. Any changes required that are not stated in the Essential Information will still be actioned but may result in a delay in the sale of shares.

## **Trade Settlement Policy**

14. Following the execution of any sale instruction from you, we will, by close of business the following day, issue you with a trade confirmation which sets out key details of the trade such as where and when the trade was placed, 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 or cash to and from the stockbroker may 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 received from 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 business days.

Whilst we will notify you of the intended settlement date on our trade confirmation, it is possible that actual settlement may not occur due to circumstances outside of our control, e.g. if the shares you have requested us to sell are not accepted by and paid for by the stockbroker.

On settlement, our customer records will be updated to confirm your entitlement to the cash. However, the entitlements may not be released to you or made available to you if we are not in receipt of the required share certificates or the stock has not been transferred to us from another custodian.

In circumstances where we do not receive, on or shortly after settlement date, the required stock to release your entitlement then we will write to you notifying you that if this is not received by a defined date then we will arrange to buy back the relevant amount of stock. In such cases you will be responsible for any costs we incur in reversing your transaction and we will have the right to retain any gains that may be made.

On receipt of cleared funds, we will arrange for the conversion of your net sale proceeds from Sterling (GBP) into your local currency which is at the prevailing interbank market spot rate, less a 0.5% commission fee. When you instruct us to send cash to your nominated bank account, we will inform you of the exchange rate applied. In order to make an international payment Equiniti Financial Services Limited will send the monies to EQGlobal, an Equiniti group company, to arrange payment to your nominated bank account and during this process monies will not be held as client monies. If you have not provided a cancelled cheque for the bank account details quoted on the share dealing form or a bank statement and/or the bank account details you provide are incorrect or the payment is rejected, your sale proceeds will be sent by cheque in Pounds Sterling to your registered address. This will be minus any handling fees incurred. We will make any cheque payable to the registered shareholder(s). We cannot accept an instruction to make them payable to anyone else. You should keep all transaction advices for tax purposes.

Where a transaction results in you being entitled to a fraction of a penny, 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 a proprietary claim over such amount.

## **Communications**

15. The language of any agreements and transactions between you and us under these terms and conditions will be English. We will always communicate with you in English. Please address all letters, instructions, notices and other documents for us to: Equiniti, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA United Kingdom

16. If you have a complaint of any kind, please let us know. We will do our utmost to sort it out. You can put your complaint in writing to us at: Complaint Resolution, Equiniti, PO Box 4608, Worthing, West Sussex BN99 6NZ United Kingdom or email us at [concerns@equiniti.com](mailto:concerns@equiniti.com) or call us on 0371 384 2030. Lines are open 8.30am to 5.30pm (UK time) Monday to Friday.

If we cannot resolve the issue between us, you may – if you are eligible – ask the independent Financial Ombudsman Service to review your complaint. Our leaflet What will happen if you complain has more details about our complaints procedure. You're 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. Most types of claims for FCA regulated business are covered for 100% of the first £85,000 per person. This limit applies to all assets held by Equiniti. The maximum compensation is £85,000. For more details about the Financial Services Compensation Scheme

- call the helpline on 0800 678 1100 or 0207 741 4100
- go to its website at [www.fscs.org.uk](http://www.fscs.org.uk)
- write to FSCS, 10th floor, Beaufort House, 15 St Botolphs Street, London EC3A 7QU.

#### **Other terms and conditions**

17. Using this service may alter your personal tax position. Also, the levels and bases of taxation can change. To be sure you understand all the possible tax implications, you should consult a qualified tax adviser. Your tax treatment will depend on your own personal circumstances.

18. This agreement is only for the benefit of you and us. It will not give any benefits to, nor be enforceable by, any third party.

19. 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.

This could lead to a delay in carrying out an instruction you've given us, or in paying you the proceeds of a sale, or not being able to carry out an instruction at all.

In any of these circumstances, we will not be responsible for any resulting loss.

20. We will not be responsible for

- any indirect, special or consequential loss (including direct or indirect loss of profit), however caused, nor
- any loss connected to the timing of a transaction unless it results from the fraud, wilful default, negligence or a breach of the Conduct of Business Sourcebook or the Client Assets Sourcebook in the FCA Rules, on our part, or on the part of our employees or agents.

This in no way excludes or limits any obligations we owe you as our customer under the FCA Rules or the Financial Services and Markets Act 2000.

The amount of our liability for any claim you make (other than for fraud or a breach of the Conduct of Business Sourcebook or the Client Assets Sourcebook in the FCA

Rules) will be no more than the difference between what you actually paid or received, and what you should have paid or received if we had carried out your order in accordance with these terms and conditions.

21. We will not be responsible for any delays, losses, costs, damages or expenses you suffer in the event of a 'force majeure' meaning any failure, interruption or delay in the performance of our obligations as a result of

- industrial action
- the malfunction or failure of any telecoms 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
- the circumstances contemplated by paragraph 12.2
- 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.

22. We will be entitled to keep any gains made in the process of correcting mistaken share deals, which would include buying or selling shares at the prevailing market price without an instruction from you.

23. We will send any documents, at your risk, by post to your registered address. Neither we nor the company will be responsible for any document before it reaches us or after we have sent it to you.

#### **Our policy on conflicts of interest**

24.1 We have organisational and administrative arrangements in place, that are intended to prevent conflicts of interest from adversely affecting the interests of our clients. So, we take all appropriate steps to identify and prevent or manage conflicts of interest (a) between us and our clients; and (b) between one client and another, that arise in the course of providing an investment or ancillary service. If these arrangements are not sufficient to ensure, with reasonable confidence, that the risk of damage to you will be prevented, we will tell you about the nature and/or sources of conflicts of interest and the steps we have taken to mitigate these risks, selling shares for you. You're welcome to call and request for a copy of our policy concerning possible conflicts of interest. At the time of the issue of this document no conflicts of interest were identified which could damage your interests.

24.2 Without prejudice to clauses 12.1 and 24.1, nothing in these terms and conditions will prevent us carrying out services for others.

25. All cash balances will be held by us as client money under the FCA Rules and as follows:

- We will deposit the cash with a suitably authorised bank, or other financial institution, that is either regulated within the UK to hold client money or is regulated in another EEA country to hold deposits and permissions extend to offering these services within the UK.
- The bank will hold the cash on our behalf in an account separate to any account used to hold money belonging to us in our own right and pooled with client money of our other customers. Equiniti is committed to holding its client money with banks which are well capitalised as this better spreads the risk of any default by these institutions which could impact our customers.

- 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. We will also keep any interest earned or any equivalent fee that the bank in question pays us.
- If, for any reason, a payment we send to you under these terms and conditions does not reach you, we will continue to hold the cash as client money. However, if after a period of six years no activity has been recorded on your account, and provided we have taken reasonable steps to trace you (as outlined in the FCA's Client Assets rule book), to return these monies to you, we may cease to treat the money as client money having donated it to a charity of our choice. We will still honour any valid claims made against monies previously released to charity once the validity of the claim is established.
- If we are holding cash we may withdraw the cash and apply it towards paying any fees, charges, and other sums due to us.
- If in the course of settling a transaction, the movement of funds as part of the transaction which may be through a commercial settlement system on a "delivery versus payment" basis and for a period of time (normally less than one business day, but not exceeding three business days) will not be treated as client money.
- In accordance with FCA rules we are able to deposit some client monies with banks under unbreakable term deposit arrangements, or notice period accounts, of up to ninety five (95) days. In the unlikely event of any issues experienced by us or any of our banks which requires a return of any client money to you, you should be aware there may be a delay in the funds being distributed to you as a result of these extended deposit terms being applied. This change does not in any way affect your ability to withdraw funds from your account or undertake any transactions under normal conditions.

26. You will be classified for the purposes of the FCA Rules as a retail client. If, however, you would otherwise be 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 paragraph 16 of these terms and conditions.

27. These terms and conditions are governed by English law. You agree that any disputes relating to this agreement may only be dealt with by the courts of England and Wales.

28. 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 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.

#### **Alternative Formats**

To request these Terms and Conditions in an alternative format, for example Braille, large print or audio tape, please contact us on:

UK Helpline: 0371 384 2030

International Helpline: +44 121 415 7047

A text phone service is also available on:

UK: 0371 384 2255

International: +44 121 415 7028

Lines are open from 8.30am to 5.30pm (UK time) Monday to Friday