

SUPERGROUP PLC TERMS AND CONDITIONS FOR THE NOMINEE SERVICE

Where these terms and conditions have been received in a country where the provision of the Company Nominee Account would be contrary to local laws or regulations, these terms and conditions should be treated as being for information purposes only. If you are subject to the jurisdiction of such a country Computershare may, at its discretion, cancel your participation in the service.

You may not participate in the Company Nominee Account if you hold any Shares in your own name.

Please read these terms and conditions carefully. They explain the relationship between you and Computershare with respect to the Shares. Computershare Investor Services PLC is authorised and regulated by the Financial Conduct Authority ("FCA"). On Shares being issued by the Company to the Computershare Nominee as a result of your election to hold your Shares in the Company Nominee Account, these terms and conditions will constitute a legally binding agreement between you and Computershare. If there is anything in them which you do not understand, please contact Computershare or seek independent professional advice. Computershare's contact details are set out in clause 11 of this document. Computershare does not provide any taxation or legal advice. If you do need advice on holding your Shares in the Company Nominee Account or your tax liability then you should seek independent professional advice.

These terms and conditions do not constitute a recommendation to buy, sell, transfer or hold Shares. The decision to buy or sell Shares will be solely your responsibility. The value of shares is not guaranteed and share prices may go down as well as up. You could get back less than you invest. These terms and conditions can change from time to time on providing you with prior written notice in accordance with these terms and conditions. You can obtain an up-to-date version by calling Computershare.

1. DEFINITIONS

The following words and phrases used in these terms and conditions have the meanings set out below:

"Business Day" means any day (excluding a Saturday or a Sunday) on which banks in the United Kingdom are generally open for non-automated business;

"Company" means SuperGroup PLC, a company incorporated in England and Wales with registered number 07063562;

"Company Nominee Account" means the service provided by Computershare on behalf of the Company whereby the Computershare Nominee holds Shares as nominee in accordance with these terms and conditions;

"Company Nominee Share Dealing Facility" means the facility provided by Computershare for the purchase and sale of Shares;

"Computershare", **"us"** or **"we"** means Computershare Investor Services PLC (Company No: 3498808) whose registered address is situated at The Pavilions, Bridgwater Road, Bristol, BS99 6ZZ. Financial Services Register (No. 188534);

"Computershare Nominee" means Computershare Company Nominees Limited, a wholly-owned subsidiary of Computershare or such other entity as Computershare may nominate from time to time to provide the Company Nominee Account which shall be a member of the CREST System and whose business shall consist solely of acting as a nominee;

"CREST Sponsor" means the person (if any) who acts as the CREST sponsor of the Computershare Nominee and who is therefore able to send and receive CREST messages on behalf of the Computershare Nominee;

"CREST System" means the computer-based system operated by Euroclear for the transfer of uncertificated securities;

"Euroclear" means Euroclear UK & Ireland Limited, the operator of the CREST System;

"FCA" means the Financial Conduct Authority and any successor thereof;

"FCA Rules" means the rules, guidance and principles set out in the FCA Handbook;

"The Act 2012" means the UK Financial Services Act 2012;

"London Stock Exchange" means London Stock Exchange plc;

"Permitted Countries" means countries, as outlined in clause 17, which may change from time to time, whereby Computershare Investor Services PLC is permitted to accept instructions from residents;

"Shares" means the ordinary shares of 5p each in the share capital of the Company being a participating security in the CREST System and references to **"your Shares"** are to Shares originally issued to the Computershare Nominee on your behalf and to any other Shares which are transferred or issued to the Computershare Nominee for your account; and **"Stamp Duty"** means stamp duty or stamp duty reserve tax, as applicable.

Interpretation

Headings are used for reference only and do not affect the meaning of the sections. Reference to a time of day will be construed as a reference to UK time, except where otherwise stated. Any phrase introduced by the terms 'including', 'include', 'in particular' or any similar expression is to be construed as illustrative only and does not limit the sense of the words preceding those terms. Words importing one gender shall (where appropriate) include any other gender and words importing the singular shall (where appropriate) include the plural and vice versa. References to any statute or statutory provisions shall, unless the context otherwise requires, be construed as a reference to such statute or statutory provisions (including all instruments, orders or regulations made under it or deriving from it) as in force from time to time. Any provision that says Computershare will do something also means that Computershare will arrange for the Computershare Nominee to do so, unless the context means otherwise.

2. NOMINEE ARRANGEMENTS AND TRANSFER OF SHARES

2.1 The Computershare Nominee will hold your Shares in uncertificated form on your behalf as bare trustee and as your nominee subject to the provisions of the Company's articles of association (as amended from time to time) and any other document which governs the terms on which the Shares are issued. The Company may from time to time issue Shares to the Computershare Nominee and direct that such Shares be held for you under the Company Nominee Account and you authorise the Computershare

Nominee to accept such Shares on this basis. Neither the Computershare Nominee nor Computershare will have or claim any interest in your Shares except as provided in clause 12.3 or as provided in any separate agreement or arrangement which you have with Computershare. You warrant to Computershare and the Computershare Nominee that your Shares are and will remain free of all liens, charges and encumbrances. You undertake to Computershare and the Computershare Nominee that you will not pledge or charge your Shares to a third party, or in any other way seek to give another person rights in or over your Shares. Neither the Computershare Nominee nor Computershare is acting as agent for the Company in respect of the Company Nominee Account. The Computershare Nominee will hold the Shares in uncertificated form. Nothing in these terms and conditions is intended to vary any of the Computershare Nominee's rights or duties in relation to the Company as set out in the memorandum and articles of association of the Company (as amended from time to time) and these terms and conditions must be interpreted to give that effect.

2.2 Computershare will maintain the register of persons for whom the Computershare Nominee holds Shares. You agree to provide Computershare promptly with any information which the Company would be entitled to require from you if you were the registered holder of your Shares including information required to satisfy nationality declaration requirements or relating to ownership of the Shares. If you have held Shares in certificated form and subsequently transfer them to the Computershare Nominee only Sterling bank mandates given by you to the registrar for the Company will also be transferred to your registered holding, no other instructions will be transferred or carried out by us and/or the Computershare Nominee. You can also instruct Computershare to arrange for the Computershare Nominee to hold your Shares for another person or persons (including, for the avoidance of doubt, the addition of persons as joint holders). Computershare will only do this if it receives the relevant form confirming that such a transfer is by way of gift. There is no charge for such a transfer. No other transfers (except as provided in clause 2.3 below) other than by way of sale through the Company Nominee Share Dealing Facility will be permitted.

2.3 If you wish to transfer your Shares from the Computershare Nominee without selling them through the Company Nominee Share Dealing Facility they must first be transferred into your name. Computershare will arrange for this if you complete the relevant form and send this to them. Additional copies of the relevant form can be obtained from Computershare. A fee will be charged for transferring Shares from the Company Nominee Account. The Shares will be transferred into your name on the register of members and a share certificate will be issued in your name. You should not deal through another service before you have received your share certificate. If all of your Shares are transferred back to you, you will leave the Company Nominee Account.

2.4 Computershare will not accept transfers into the Computershare Nominee (except for existing participants in the Company Nominee Account under the Company Nominee Share Dealing Facility) unless the Shares being transferred are in certificated form, there is no change of beneficial owner and any Stamp Duty has been paid.

2.5 Computershare reserves the right not to accept any transfer instruction which is not given on the relevant form, or which is given on any form that has not been properly completed. Such forms or instructions, if not accepted, will if possible, be returned to you. You may not cancel or amend any transfer instructions once they have been sent to Computershare. Computershare will not accept photocopied, faxed, emailed or telephone instructions.

2.6 Computershare will only act on instructions in writing which contain your shareholder reference number ("**SRN**"). This number is shown on the statements of your holdings sent to you by Computershare. You must keep your SRN safe because if another person obtains the number it may facilitate a fraud. If you lose or fail to quote your SRN this may result in a delay in giving effect to an instruction from you. Upon request, instructions to transfer are acknowledged by an amended statement of holding. Other instructions are acknowledged by Computershare acting on them but are not otherwise acknowledged.

2.7 All notifications to Computershare concerning your Shares (for example any change of address, or instruction as to receipt of dividend payments) should quote your SRN.

3. COMPANY MEETINGS AND COMMUNICATIONS

3.1 Computershare will give you the option of choosing whether or not you would like to receive information about annual general meetings of the Company together with a form which you can use either (i) to give the Computershare Nominee your voting instructions to vote by proxy on a poll (the Computershare Nominee will not be able to vote on your behalf on a show of hands) or (ii) if you wish to attend, speak and vote in person at a shareholders' meeting, to appoint you as the proxy of the Computershare Nominee in respect of your Shares (so long as this is permitted by the Company's articles of association (as amended from time to time)). In order for the Computershare Nominee to be able to vote in accordance with your instructions on a poll or, if you wish to attend, speak and vote in person at a shareholders' meeting, to appoint you as its proxy in respect of your Shares (so long as this is permitted by the Company's articles of association (as amended from time to time)), Computershare must have received the relevant instructions from you on a correctly completed form before the deadline notified to you.

3.2 Computershare will give you the option of choosing whether or not you would like to receive (i) an annual summary financial statement sent by the Company to its registered holders in accordance with the Companies Act 2006 (as amended) and the Companies (Receipt of Accounts and Reports) Regulations 2013 or, where such a summary financial statement is not made available, a copy of the annual report and accounts of the Company; and (ii) copies of any interim accounts sent by the Company to its registered holders. Where summary financial statements are sent, you will be given an opportunity to receive a copy of

the annual report and accounts of the Company.

3.3 Regardless of whether you continue to receive the documents referred to in clauses 3.1 and 3.2 above, you will continue to be sent all other documents which are issued by the Company and sent to registered holders generally, at or around the same time as registered holders. If you have held Shares in certificated form and subsequently hold Shares through the Company Nominee Account, such documents will be sent in accordance with any instructions given by you to the registrar for the Company until Computershare has been otherwise notified in writing. You may change your mind at any time about whether or not you wish to receive the information referred to in clauses 3.1 and 3.2 above. Please notify Computershare if you do.

4. ENTITLEMENTS ATTACHING TO SHARES AND CORPORATE ACTIONS

4.1 Computershare will act in accordance with reasonable written instructions given by you concerning the exercise of any rights attached to or arising from your Shares (e.g. if there is a rights issue or a takeover concerning the Company), provided that you give the instructions in accordance with these terms and conditions and any other conditions notified to you at the relevant time. Computershare reserves the right not to act on any instructions where Computershare has to make a payment unless it receives the payment from you by such date as may be specified by Computershare at the relevant time. In the case of a rights issue and in the absence of instruction from or payment by you, Computershare will allow your nil paid rights to lapse at the end of the offer period.

4.2 If any other rights or entitlements arise in connection with your Shares, Computershare will take all reasonable steps so that, as nearly as possible, you are treated in the same way as you would have been as a registered holder.

4.3 Where the Computershare Nominee holds Shares for a number of investors and Shares or other rights are allocated to the Computershare Nominee in respect of those Shares it will allocate them between all such investors pro rata to the number of Shares it holds for them. Any fractions of Shares which arise as a result of the Computershare Nominee holding Shares for a number of investors (for example through a bonus issue) will be aggregated and sold and the proceeds retained by Computershare for its own benefit.

4.4 If the Company offers the option of a scrip dividend or a dividend reinvestment plan and Computershare does not receive any instructions from you by the specified time, Computershare will arrange for the Company to pay you a cash dividend.

4.5 If you elect to receive a scrip dividend or to participate in a dividend reinvestment plan offered by the Company, the Shares will be issued to the Computershare Nominee to hold on your behalf in accordance with these terms and conditions. If you elect to receive a scrip dividend or to participate in a dividend reinvestment plan offered by the Company and a cash balance is also paid, the balance will be retained in a non-interest bearing account with Computershare and carried forward and included in the calculation for your next scrip dividend or dividend reinvestment plan allocation. If SuperGroup offers a dividend reinvestment plan you will be provided with a separate terms and conditions document. If you cancel your mandate, cease to be a holder of Shares or in the event of the death of a sole holder, those terms will explain how any cash residue will be treated.

4.6 Computershare will distribute to you the amount of any cash dividend attributable to your Shares by cheque (where possible) or via direct deposit into your nominated bank or building society account should the Company offer this option at or about the same time as dividend cheques to other shareholders of the Company are distributed and direct deposit made. Your money, including cash sums in respect of which cheques have been drawn in your favour, will be held in a non-interest bearing account in the name of Computershare Investor Services PLC under the terms defined in clause 15.2. No trust is created in respect of monies held in this account other than to the extent required by the FCA Rules.

5. STATEMENTS

5.1 Computershare will provide you with a statement of the number of Shares held for you under the Company Nominee Account at the time when an account is first opened for you. Computershare will also send you a statement at least once a year of the number of Shares being held for you under the Company Nominee Account. These statements are provided free but you will be charged a fee if you request a duplicate or additional statement.

5.2 You are required to check any statement which you receive from Computershare and if you have any query or concern in relation to the matters disclosed by the statement you should contact Computershare as soon as possible following receipt of the statement by you.

5.3 Computershare reserves the right to correct any erroneous debit or credit to the records maintained in respect of the Company Nominee Account relating to your Shares and will notify you (where relevant) of any correction which it makes.

6. Charges

6.1 The charges for the Company Nominee Account are the charges for transferring Shares into your name and charges for the supply of duplicate statements, duplicate tax vouchers, small estates and issuing duplicate dividend payments. Computershare will give you at least one month's notice of any other proposed charge for the Company Nominee Account. Instances where we may increase our charges may include but are not limited to:

- increases in inflation;
- changes in interest rates;
- increases in our running costs of the service;
- additional charges imposed by parties we work with in connection with the provision of the service;
- new services being offered under the service;

(f) alterations in the provision of the service being provided; and/or
(g) tax or legal changes.

6.2 We charge the Company a fee for the costs of operating the services. This arrangement means participants are not charged an annual fee for this service. In accordance with our regulatory obligations, if you would like more detail on this arrangement please write to us at the address set out in section 11. Up to date copies of the terms and conditions and current charges can be obtained by telephoning Computershare on 0370 889 3102.

7. CREST

7.1 The Computershare Nominee is a member of the CREST System. If you give instructions to Computershare which mean that a message must be sent through the CREST System (for example where you instruct Computershare to transfer your Shares from the Computershare Nominee) then Computershare will pass that instruction to the CREST Sponsor who is responsible for receiving and transmitting the instructions through the CREST System. Computershare will take reasonable care to ensure that the CREST Sponsor acts on instructions given to it by Computershare. Neither Computershare nor the Computershare Nominee accepts any responsibility for the operation of the CREST System and accordingly cannot be responsible to you for any delays or liabilities suffered by you as a result of the operation, failure or suspension of the CREST System, the insolvency or other default of Euroclear or of any participant in the CREST System or any other clearing system used as an alternative or successor to CREST or the failure by any CREST settlement bank to make, receive, credit or debit any payment. Euroclear has certain powers to suspend and terminate the CREST Sponsor and, if such powers are exercised, then there may be a delay in giving effect to any instructions given by you. Neither Computershare nor the Computershare Nominee accepts any responsibility for any delays, liabilities or costs which you suffer as a result of the suspension or termination of the CREST Sponsor by Euroclear as a CREST sponsor except where such suspension or termination was foreseeable by us and you at the point of entering into these terms and conditions as a consequence of, and has been caused by, negligence, wilful default, fraud or breach of the agreement formed by these terms and conditions (as amended from time to time) on the part of Computershare or the Computershare Nominee.

7.2 If you instruct Computershare to transfer any of your Shares you will indemnify Computershare and the Computershare Nominee against any liabilities or costs which they may incur if, for any reason connected with you, the transfer cannot be completed. You undertake to notify Computershare if you have any reason to believe that any person may be seeking to try to prevent you from transferring your Shares.

8. PURCHASES AND SALES OF SHARES

8.1 If you wish to buy more Shares to be held in the Company Nominee Account, you can only do so by using the Company Nominee Share Dealing Facility (subject to its terms and conditions) or by acquiring the Shares in your own name and then transferring them to the Computershare Nominee. For information and the terms and conditions please visit www.computershare.com/sharedealingcentre or call 0370 703 0084. All Shares purchased by you through the Company Nominee Share Dealing Facility will be registered in the name of the Computershare Nominee and credited to the Company Nominee Account in your name.

8.2 If you instruct Computershare to sell some of your Shares, you may only sell those Shares through the Company Nominee Share Dealing Facility (on its terms and conditions). If you wish to use another dealing service to sell your Shares you will need to transfer your Shares out of the Company Nominee Account into your name on the register of shareholders as set out in clause 2 of these terms and conditions. You should not deal through another service before you have received your share certificate unless you have made specific arrangements with that service that you may do so.

8.3 When you sell or purchase more Shares, you will receive a contract note confirming the details of the transaction.

9. LIABILITY

9.1 Computershare will take reasonable care in operating the Company Nominee Account, and, unless otherwise stated in these terms and conditions, will be responsible to you for any losses or expenses (including loss of Shares) foreseeable by us and you at the point of entering into these terms and conditions which you suffer or incur as a direct result of Computershare's negligence, wilful default or fraud or breach of the agreement formed by these terms and conditions (as amended from time to time) or the negligent or fraudulent acts or omissions or wilful default of the Computershare Nominee (but not otherwise).

9.2 The Computershare Nominee will hold your Shares in accordance with the terms and conditions of the service and the FCA Rules, with you remaining the beneficial owner. If the Computershare Nominee became insolvent your Shares would be protected.

9.3 If Computershare cannot provide its services due to circumstances beyond its reasonable control (for example because of a failure of its or another person's computer systems or telecommunications links or industrial disputes or postal delays) Computershare will, where relevant, take such reasonable steps as it can to bring those circumstances to an end. Neither Computershare nor the Computershare Nominee shall be liable for any losses or expenses suffered by you as a result of such circumstances or as a result of a delay or failure in the provision of the Company Nominee Account or the Company Nominee Share Dealing Facility caused by such circumstances.

9.4 Neither Computershare nor the Computershare Nominee accepts liability for any loss of business; loss of profit arising in the course of business; loss of opportunity (including investment opportunity); loss of potential future income, revenue, profit or increase in value; loss of income in the form of interest; loss of goodwill; loss of anticipated savings; or any waste or expenditure of time suffered by you.

9.5 Neither Computershare nor the Computershare Nominee is responsible for any acts or omissions of the Company.

9.6 Computershare will take reasonable care in its selection and continued

use of the CREST Sponsor, if any, but does not accept any responsibility for any losses or expenses suffered or incurred by you as a result of any acts or omissions by the CREST Sponsor (where the CREST Sponsor is not a member of the same group of companies as Computershare).

9.7 Nothing in these terms and conditions restricts any rights you may have under the FCA Rules or under the Act 2012. Nothing in these terms and conditions excludes or limits in any way Computershare's or the Computershare Nominee's liability for death or personal injury caused by their negligence; fraud or fraudulent misrepresentation; section 2 of the Supply of Goods and Services Act 1982; or any other matter for which it would be illegal or unlawful for them to exclude or limit or attempt to exclude or limit their liability.

9.8 Computershare and the Computershare Nominee do not accept any responsibility for any losses or expenses suffered or incurred by you which are caused by your failure to adhere to any personal obligations imposed on you by the laws of the jurisdiction in which you are resident.

10. CANCELLATION AND TERMINATION

10.1 You have two separate rights – cancellation rights, which apply only when you first join the Company Nominee Account, and termination rights, which apply at any time thereafter. They are simply two separate mechanisms you can use to leave the Company Nominee Account.

10.2 **Cancellation Rights:** You can cancel your activation of the Company Nominee Account within 14 calendar days of the date on which you first activate the account (the "Cancellation Period") and request that all of your Shares (if any are held in the Company Nominee Account) should be transferred into your own name. No fees will be payable as outlined in clause 6 above. However, you will lose your cancellation right if you make a request during the Cancellation Period for Computershare to process any payment to you or sell any of your Shares for you in accordance with these terms and conditions. If you want to cancel your use of the Company Nominee Account you should advise Computershare no later than the end of the Cancellation Period. If you exercise your right to cancel during the Cancellation Period in accordance with this clause no fees will be payable as outlined in clause 6 above. Once the aforementioned transfer has been affected Computershare will then no longer hold the Shares for you; Computershare will remit any cash arising from dividends in accordance with clause 4.6 above and the terms and conditions of the Company Nominee Account will not apply to those Shares. If you do not exercise your right to cancel, Computershare will provide the agreed services in accordance with these terms and conditions.

10.3 **Termination Rights:** If you no longer wish to hold your Shares through the Company Nominee Account you may give Computershare notice to terminate at any time in writing. You will be required to pay the charge for transferring Shares into your name and any Stamp Duty associated with the removal of your Shares from the Company Nominee Account but will not be required to make any additional payment in respect of the termination. No administrative charge will be payable if your participation in the Company Nominee Account terminates by reason of your entire holding of Shares being sold through the Company Nominee Share Dealing Facility or being transferred by you by way of gift pursuant to clause 2 above or where Computershare has introduced a charge pursuant to clause 12.3 below. Separate charges will apply, however, for the Company Nominee Share Dealing Facility. You may give notice of termination on the standard form sent to you by Computershare or you may write to Computershare. You need to give the details of the full name and SRN of the account which you wish to terminate. Any instruction to terminate an account in the name of joint holders must be signed by all joint holders.

10.4 Computershare may require you to cease using the Company Nominee Account at any time by giving five Business Days' written notice to you or without notice if, in the opinion of Computershare, you are in material breach of these terms and conditions or the Computershare Nominee is unable to comply with any obligation to which it may be subject which relates to your Shares under the Company's articles of association for the time being, having used all reasonable endeavours so to comply. In such event, Computershare will transfer your Shares from the Computershare Nominee into your name on the Company's register of shareholders and a share certificate will be issued in your name. For the avoidance of doubt, in such circumstances Computershare will not charge a fee if such a notice is served. Computershare will post the certificate for your Shares, at your risk, with a view to it arriving with you by the expiry of the notice period.

10.5 If the agreement between Computershare and the Company for the provision by Computershare of the Company Nominee Account terminates or if you or Computershare give notice of termination to the other under these terms and conditions or termination for any other reason Computershare will procure the transfer of your Shares to you at your risk and will request the Company to issue you with a certificate as soon as practicable.

10.6 Termination will not cancel or amend any instructions which have already been sent by you to Computershare. If the Computershare Nominee ceases to hold Shares for you, you will need to enter into a new agreement if at a later date you acquire more Shares which you wish to transfer to the Computershare Nominee. Termination shall not affect any rights or obligations arising prior to or continuing during or after the date of termination or which arise in consequence of it or which relate to Computershare's provision of the Company Nominee Account to you and all such rights and obligations shall continue to be subject to the terms and conditions prevailing at the time of termination.

10.7 Whenever Shares are transferred into your name only Sterling bank mandates given by you relating to your Shares will also be transferred to your registered holding, no other instructions will be transferred or carried out by us and/or the Computershare Nominee.

11. NOTICES AND CHANGE OF INVESTOR DETAILS

11.1 All notices and other communications sent by you to Computershare must be sent to Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6ZZ and include the full name and SRN of your account with the Computershare Nominee. This information

will be provided to you on the statements of holdings sent to you by Computershare.

11.2 Notices and other communications sent to you by Computershare will be sent to your address shown on the register maintained by Computershare for the Computershare Nominee. Notices sent by Computershare will be treated as received by you two Business Days after the date on which they are posted. Any documents or cheques sent to you by Computershare and any documents or cheques sent by you to Computershare will be sent at your risk and neither Computershare nor the Computershare Nominee accepts any liability prior to receipt of any document or cheque from you or, where relevant, after despatch of any document or cheque to you.

11.3 If you are resident in the UK, all documents which we send to you by post will be sent to your address as it appears on our records by domestic post. If you are resident outside the UK, we will send such documents to your address as it appears on our records by international post. We will send all email responses to your email address as it appears on our records.

11.4 If we send you notices they will be treated as received by you if:

- (a) delivered by hand or courier, at the time of delivery;
- (b) sent by fax, at the time of transmission if between the hours of 08:00 and 17:00 (UK time) on a Business Day or otherwise at 08:00 (UK time) on the next Business Day;
- (c) sent by post, two Business Days from the date of posting, in the case of domestic mail in the UK or five Business Days from the time of posting in the case of international mail; and
- (d) delivered by electronic mail or via Computershare's website, at the time of despatch or posting as applicable.

11.5 You should notify Computershare of changes of address and changes of name (supported by appropriate documents, e.g. deed poll, certified copies of marriage certificate etc.) as soon as possible. On death, your executors should contact Computershare for advice on the procedures to be followed.

11.6 Computershare's obligations and your obligations under these terms and conditions shall be binding on Computershare and your successors, executors, administrators and other legal representatives.

11.7 Where a person, who is authorised to act on your behalf in relation to your Shares and who has given such proof of his authority to so act, as Computershare may reasonably require, gives any notice or takes any other action on your behalf, Computershare shall be entitled to rely on such notice or other action in all respects as if given by you in person.

11.8 Computershare Investor Services PLC provides its contractual terms in English and will only communicate with you in English during the duration of these terms and conditions.

12. GENERAL

12.1 Computershare may with the consent of the Company amend these terms and conditions from time to time. All such amendments will be notified to you. You will be given at least 20 Business Days' notice of any amendment which could affect your rights against Computershare or liability to Computershare.

12.2 Computershare reserves the right to notify the London Stock Exchange of any client defaulting on settlement. This may affect your ability to deal in future with London Stock Exchange member firms.

12.3 Computershare reserves the right, subject to giving 20 Business Days' prior written notice to you which will commence on the day after you are deemed to have received the written notice in accordance with clause 11.2, to sell any of your Shares or connected rights and to keep the proceeds of sale to the extent that they cover any amount which you may at any time owe Computershare in respect of transactions or services governed by these terms and conditions. You authorise Computershare to execute any relevant stock transfer form or other relevant document or give any instruction necessary to give effect to any such sale. By appointing Computershare to provide services under these terms and conditions, you acknowledge and declare that your Shares and your rights and interests in or in relation to your Shares shall stand charged to Computershare as security accordingly. You agree to indemnify Computershare against any losses and expenses it incurs as a result of your failure to put Computershare in funds in relation to a matter instructed by you or otherwise as a result of a breach by you of these terms and conditions and against any taxes suffered by Computershare attributable to your use of the Company Nominee Account. Computershare reserves the right to charge interest at an annual rate equal to two per cent. Above the base rate from time to time of the Bank of England on any amount due to it from you. If you owe Computershare money it reserves the right not to act on instructions from you and to retain any documents it holds for you until you have paid Computershare in full.

12.4 Where Computershare owes you money and you owe money to Computershare under the Company Nominee Account, Computershare may set off the amounts due from and to Computershare and send you only the net amount (if any). Fractions of a penny arising in respect of money due to you are rounded down and retained by Computershare for its own benefit.

12.5 No conduct or delay on the part of Computershare shall be taken as a waiver or variation of any rights which Computershare has unless Computershare waives or varies a particular right in writing. No waiver or variation on a particular occasion will operate as a waiver or variation of any rights Computershare might have in respect of any other matter.

12.6 You authorise Computershare to provide information concerning you, your Shares and any instructions given by you in relation to your Shares:

- (a) to Euroclear insofar as the information is of a kind which Euroclear is entitled to require Computershare or the Computershare Nominee to provide and Computershare and the Computershare Nominee will be required to authorise Euroclear to disclose such information to regulatory, governmental or taxing authorities;

(b) to any person pursuant to any statutory provision or to the extent that such person has legal or regulatory powers over Computershare or the Computershare Nominee and can, as a result, require Computershare or the Computershare Nominee to provide such information; and

(c) to the Company (or any other person carrying out functions in relation to the Company Nominee Account) in order to facilitate the provision of the Company Nominee Account.

12.7 You agree that the Company, Computershare and the CREST Sponsor may disclose to each other or to any other person carrying out functions in relation to the Company Nominee Account information relating to you provided it is required for the purposes of the provision or improvement of the Company Nominee Account.

12.8 Computershare and its agents may effect transactions notwithstanding that they have a direct or indirect material interest or a relationship of any description with another party which may involve a conflict with its duty to participants under the Company Nominee Account. Computershare manages those conflicts of interest of which it is aware, and monitors the effectiveness of its policies and procedures on a regular basis. Computershare makes every effort to disclose the interests of its and its employees where it is suspected that a conflict of interest may arise. In accordance with its regulatory responsibility on this matter, Computershare operates a documented policy that details its obligations if such events arise. Full details are available upon a written request to: Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6ZZ.

12.9 Computershare reserves the right to delay taking any action on any particular instructions from you if it considers that it needs to do so to obtain further information from you or to comply with any legal or regulatory requirement binding on Computershare (including the obtaining of evidence of identity to comply with money laundering laws and regulations) or to investigate any concerns it may have about the validity of, or any other matter relating to, the instruction.

12.10 Computershare does not recognise, in maintaining records for the Computershare Nominee, any trust and neither Computershare nor the Computershare Nominee will take notice of any trust whether express, implied or constructive.

12.11 Neither Computershare nor the Computershare Nominee will lend your Shares to any third party or borrow money using them as security.

12.12 If:

(a) Computershare has sent documents to your address on three separate occasions and they have been returned and, after making reasonable enquiries, Computershare cannot find your current address, it will not send any more documentation to you until you provide Computershare with your address; or

(b) two dividend payments in respect of your Shares have been returned on consecutive occasions to Computershare or otherwise not cashed and, after making reasonable enquiries, Computershare cannot find your current address, it will cease to send you dividend payments. However, the dividends in respect of your Shares will accrue in a non-interest bearing account in the name of Computershare.

12.13 When Computershare (or its agents or delegates) arranges for the purchase or sale of Shares for you, it or they could be:

(a) acting for an associated company which is dealing as principal for its own account by selling Shares to you or buying Shares from you; or

(b) buying Shares where an associated company is involved in a new issue, rights issue, takeover or similar transaction concerning the Shares; or

(c) otherwise in a position where it has a material interest in the transaction.

12.14 Computershare may employ agents and delegates on such terms as it thinks fit to carry out any part of its obligations or exercise any of its discretions in connection with the Company Nominee Account and save as expressly provided in these terms and conditions, Computershare shall be liable for the acts and omissions of such agents and delegates on the same basis as if they were the acts or omissions of Computershare. Details of such delegation, in so far as it is in respect of regulated investment activities, and of the charges levied by such delegates against Computershare are available on request by writing to Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6ZZ.

12.15 Your Shares will not be identifiable by separate certificates or other physical documents of title. Should Computershare default in any way, any shortfall in Shares registered in the name of the Computershare Nominee may be shared pro rata between you and other persons on whose behalf the Computershare Nominee holds Shares.

12.16 Computershare may at any time transfer all or any of its rights and obligations under this agreement to any person (the "Transferee") who is in the reasonable opinion of Computershare able to perform the obligations of Computershare under these terms and conditions. The transfer will be given effect by Computershare and the Transferee sending a transfer notice to you specifying the date (the "Transfer Date") and from which the Transferee will assume Computershare's rights and obligations under these terms and conditions. Any changes to the terms and conditions which will be necessary because of the transfer, for example changes of address and banking details, will be set out in the transfer notice. At least 30 days' notice of the transfer will be given. If you choose to leave the Company Nominee Account within the 30 day period then no charge will be payable by you. The transfer will not affect any rights you may have against Computershare which relate to the period before the Transfer Date. With effect from the Transfer Date:

(a) the agreement formed by these terms and conditions (as amended from time to time) shall be treated for all purposes as having been transferred to and as if entered into between you and the Transferee in place of Computershare;

(b) Computershare shall be released and discharged from all of its obligations and liabilities under these terms and conditions;

(c) references to Computershare shall be read as references to

the Transferee;

(d) the Computershare Nominee will be such company as is notified to you in the transfer notice, which company shall be a member of the CREST System and its business shall consist solely of acting as nominee;

(e) You agree that, in the event of us transferring all or part of our business to another provider, we can cease to treat your cash balance as client money when that transfer has been made. We will exercise due skill, care and diligence in assessing whether the provider that we are transferring your client money will follow the requirements of the FCA Rules or apply adequate equivalent measures to protect your client money.

12.17 For the purposes of offering this service, you will be categorised as a retail client. As a retail client you have protection available under the FCA Rules and may be eligible for compensation under the FSCS. Please see clause 14 for further information.

12.18 We will not assess the suitability of transactions or other services provided under these terms and conditions, and you will not benefit from the protection of the FCA Rules on assessing suitability. We are not required to assess the appropriateness, or suitability for you of any product, service or transaction provided to you in connection with the service.

12.19 Computershare reserves the right to change these terms and conditions from time to time provided that, if you would be materially prejudiced by such change, Computershare will give you 20 Business Days' notice.

12.20 These terms and conditions are governed by and shall be construed in accordance with the laws of England and Wales. Computershare has applied the same laws in its marketing of, and arrangements for you to enter into, this service.

12.21 Computershare may choose to withdraw this service due to developments in legislation without giving you any notice that the service is no longer available.

12.22 The parties to this agreement are you and Computershare (the "parties"). The parties do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

12.23 All instructions received by Computershare are irrevocable.

13. JOINT HOLDERS

13.1 The Computershare Nominee will not hold Shares for more than four joint holders. Where the Shares held by the Computershare Nominee for you are held for more than one person, references to "you" in these terms and conditions are to each of the joint holders separately as well as jointly and severally. Each such person agrees that:

(a) all obligations, undertakings and agreements on the part of Computershare and the Computershare Nominee are given to the joint holders taken together and not separately to each of them; and

(b) all obligations, undertakings, agreements and liabilities arising under or pursuant to these terms and conditions shall constitute joint and several obligations of each joint holder to Computershare (and, where relevant, the Computershare Nominee).

13.2 Computershare will only accept transfer instructions given by or on behalf of all of the joint holders. Computershare reserves the right to accept other instructions signed by one or more joint holders. In such a case the person(s) giving the instructions warrant(s) to Computershare that he or they have the necessary authority to give such instructions on behalf of all joint holders.

13.3 All notices, other documents and payments sent by Computershare pursuant to these terms and conditions will be sent to the first named holder on the nominee register and in any case will be treated as sent to all of the other joint holders. It is the responsibility of the holder who receives the notices, documents and payments to notify and account to the other joint holders. Only the first named holder may be nominated as proxy to attend, speak and vote at general meetings of the Company. The decision to buy or sell Shares will be solely your responsibility. The value of shares is not guaranteed and share prices may go down as well as up. You could get back less than you invest. The price of Shares may fluctuate while your instruction is in the post and in the period between its receipt by Computershare and its execution.

14. COMPLAINTS AND COMPENSATION

14.1 We have procedures to help effectively resolve complaints from customers. If you have any complaints about the service provided to you in connection with the service or wish to receive a copy of our complaints procedure please write to us. If you cannot settle your complaint with us, you may be able to refer it for further investigation at Financial Ombudsman Service, Exchange Tower, Harbour Exchange Square, London E14 9SR. Telephone: 0800 023 4567 (free from UK landlines) or 0300 123 9123 (from UK mobiles) or at www.financial-ombudsman.org.uk

14.2 We are covered by the FSCS and you may be entitled to compensation if we cannot meet our financial obligations. Most types of investment business are covered for 100% of the first £50,000 (i.e. a maximum of £50,000 per person). Where we hold client money on your behalf and the relevant UK approved bank becomes insolvent, you may be covered under the FSCS for up to £85,000 (£75,000 as of 1 January 2016) of the money on deposit with that bank. Details about our external banking partners are available on request. These amounts may be subject to change. If, for operational purposes, we are required to maintain your client money in a jurisdiction outside the UK, your rights in the event of insolvency may be reduced. Further details of the FSCS are available on request from us or by visiting www.fscs.org.uk

15. CLIENT MONEY AND ASSETS

15.1 By using the service, you authorise us to pool client money and/or assets we hold on your behalf in the provision of this service into any relevant omnibus accounts set up in accordance with the FCA Rules which also holds money or assets of other clients. You retain all rights you have as the legal owner of your monies/assets.

15.2 All money that we hold on your behalf as a consequence of administering this service will be maintained in an appropriately designated and named client money bank account at a UK approved bank selected by us. Money held in this account is held separately from our money.

15.3 Assets will be segregated and held with assets of other customers of our nominee services. You understand and accept that by pooling your shares with those of other shareholders you retain all rights you have as the legal owner of your assets but that your entitlement will not be identifiable by separate share certificates or other physical or electronic records of title.

15.4 Your money and/or assets will be held on trust for the benefit of shareholders for whom we are holding client money and/or assets as required by the FCA Rules and treated in strict accordance with the requirements of the FCA Rules. This means that if the bank or our sub-custodian becomes insolvent we will attempt to recoup your money and/or assets on your behalf. If the bank or sub-custodian cannot repay all the money or assets owed to clients this could result in a shortfall. We will treat money or assets as pooled, which means that any shortfall will be shared proportionally with other shareholders of the Company and other customers of ours who are affected by the shortfall. You may not recover all of your money or assets. In this situation, you may be eligible to claim under the FSCS. For more information, please see clause 14.

15.5 For operational purposes (for example, to facilitate payments to you if you are based outside the UK) we may maintain your client money and/or assets in a jurisdiction outside the UK. If we do maintain the money in a bank account with a bank not based in the UK or assets with a non-UK sub-custodian, then we will take all reasonable steps to protect your money and/or assets in accordance with the local equivalent law and rules for the treatment of client money and/or assets. These may be different to those in the UK and your rights in the event of insolvency of the bank or sub-custodian may be reduced.

15.6 We will not pay interest on any client monies held on your behalf.

15.7 If your client money held by Computershare is £25 or less (or equivalent) and there has been no movement in your balance for at least six years (disregarding any payments, charges or similar items), we may cease to treat your money as client money and remove it from the client money bank account(s). Before doing this, we will write to you at your last known email or postal address giving you at least 28 calendar days' notice of our intention to cease to treat the money we hold for you as client money and remove it from the client money bank account. If no claim is made by you by the end of the notice period, we will pay this money to a registered charity of our choice but still retain a record of the balance we were holding for you. If you later claim this balance, you will not be entitled to any interest which would have otherwise accrued on this money during the period over which it was unclaimed by you.

16. DATA PROTECTION ACT

16.1 You authorise Computershare to provide information concerning you, your Shares and any instructions given by you in relation to your Shares to carefully selected third parties in order to facilitate provision of the Company Nominee Account. Your details will only be disclosed in accordance with the principles set out in the Data Protection Act 1998:

(a) to any person if that person has legal or regulatory powers over Computershare or the Computershare Nominee;

(b) to the Company (or any other person carrying out functions in relation to the Company Nominee Account, including Euroclear) in order to facilitate the provision of the Company Nominee Account; and

(c) to any person carrying out functions in relation to acting as the registrar of the Company.

16.2 We may administer accounts and provide you with some services via another member of the Computershare group in a country where data protection laws and standards differ from those in your home jurisdiction including India, Australia and the United States. For users based in Europe this means that we may send the information which you have provided to us or we use in providing our services to countries outside the European Economic Area. By participating in this service you consent to such transfers being made (and where you submit information on behalf of another person you confirm that you have their consent).

16.3 You have the right upon request to view what information Computershare holds on you. Computershare may charge you a small fee for providing you access to this information.

16.4 The Company will have access at all times to the records Computershare holds about you in order to inform you of your rights as a person on whose behalf Shares are held by the Computershare Nominee, including corporate and other details, and products or services specifically designed for shareholders.

17. Permitted Countries

17.1 The permitted countries for the Company Nominee Account are set out below. If you are resident in another territory you will be excluded from participating in the Company Nominee Account. If you are unsure of your status please call Computershare on 0370 889 3102. The prevailing jurisdictions for the Company Nominee Account are:

Argentina, Austria, Belgium, Botswana, Brazil, Bulgaria, Chile, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Guernsey, Guinea, Hong Kong, Hungary, Iceland, Indonesia, Ireland, Isle of Man, Italy, Jersey, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Mexico, Namibia, The Netherlands, Norway, Paraguay, Peru, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, Taiwan and the United Kingdom.