

# EQUINITI

## Equiniti Financial Services Limited Spectris plc Dividend Reinvestment Plan

### Terms and Conditions July 2019

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#### Risk warnings

If you make an investment under this Plan it is in just one company. So you should think of it as one part of a balanced portfolio. It is important to remember that the price and value of any investment can go down as well as up. That is also true of any income that might come from it. So you might get back less than you invested. The way an investment has performed in the past does not tell you how it will perform in the future.

#### Suitability and Appropriateness

You should not interpret the information in these Terms and Conditions as a recommendation by the Company or us to buy or hold shares in the Company. If you are not sure whether this investment is right for you, you should talk to an authorised financial adviser. We will not assess the suitability or appropriateness of purchases made for you or other services provided to you under these Terms and Conditions nor do you benefit from the FCA Rules on assessing suitability and appropriateness.

You agree that you have not asked for or received any advice from us and it is your decision to accept this Plan is suitable to your requirements.

#### About the agreement between us

This document sets out the terms and conditions under which we will provide the Plan in connection with your shares in the Company. This is an execution only service. We will carry out your instructions to buy shares.

#### Protecting your personal data

Our Privacy Notice explains how we use and protect your information within Equiniti FS, and how your enhanced rights apply from 25<sup>th</sup> May 2018. To read the latest version of our Privacy Notice and understand more about how Equiniti FS safeguards your data, please visit our Privacy Centre at: [privacy.equiniti.com](https://www.privacy.equiniti.com) or contact us using the contact details in Section 1.

#### List of Charges

- 0.5% of the value of the shares purchased, with a minimum of £1.50
- Stamp Duty Reserve Tax, currently at 0.5% of the value of the shares purchased
- There is currently no charge for joining or leaving the Plan
- Annual management fee – max £5 (incl VAT) per annum - for unclaimed payments issued to you but not cashed (see Section 14 for further information)

## 1. Contact Details and Definitions

1.1 When contacting Equiniti, you can telephone the Shareholder Helpline on:

**0371 384 2586 (+44 121 415 7047 if calling from outside the UK)**

A text phone is also available on:

**0371 384 2255 (+44 121 415 7028 if calling from outside the UK)**

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

Or write to us at:

**Share Dividend Team, Equiniti, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA United Kingdom**

Or you can send us your query securely by completing the online form at:

**[help.shareview.co.uk](http://help.shareview.co.uk)**

1.2 Under the agreement between us, the following words have particular meanings:

- **the Company** means Spectris plc.
- **CREST** means the computerised system for the transfer of uncertificated securities operated by Euroclear UK & Ireland Limited (under the Uncertificated Securities Regulations 2001).
- **EEA** means countries in the European Economic Area.
- **Equiniti FS** means Equiniti Financial Services Limited, 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 Financial Services Limited is investment and general insurance services, and its registered office is in the UK at **Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA United Kingdom**, registered in England and Wales no.06208699. References to Equiniti Financial Services Limited also include any company to whom it transfers its rights and obligations in accordance with Section 11.
- **the Equiniti Group** means Equiniti FS, its subsidiaries and parent companies and any subsidiary of any of its parent companies.
- **FCA and FCA Rules** mean respectively, the Financial Conduct Authority and rules made by the FCA, which apply to the services provided by us to you, as amended from time to time.
- **Plan** means this dividend reinvestment plan.
- **shares** means any class of fully paid up shares in the Company for which the Plan is made available.
- **Shareview Portfolio** means the online portfolio service provided by the Equiniti Group where quarterly statements will be made available to you. Further information can be found at:  
**[www.shareview.co.uk](http://www.shareview.co.uk)**
- **Unclaimed payments** means any residual cash balances over twelve (12) months old that have been issued to you in accordance with this agreement but have not been cashed.
- **we, our, us** means Equiniti FS. References to “we, our, us” also include any company to which we may transfer our rights and obligations in accordance with Section 11.
- **you, your, customer** means:
  - the personal investor or corporate body who signs the application form; or

- if more than one person signs, the joint holders jointly and individually; and/or
- your personal representatives.

## 2. The service we will provide

Once we accept your instruction to take part in the Plan, these Terms and Conditions and your instruction will together constitute a binding agreement between you and us. Under the agreement, we will:

- collect the dividends paid on your shares in the Plan;
- use your dividends to buy additional shares for you;
- send you a detailed statement following each dividend showing details of the purchase.

## 3. Joining the Plan

The terms here in Section 3 will always apply except where a change in any laws or regulations, or agreements between us and the Company prevent it.

3.1 You will be classified for the purposes of the FCA rules as a Retail Client. If, however, you would otherwise be classified under the FCA Rules as 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 Section 20.

3.2 The decision to join the Plan is your responsibility.

You may participate in the Plan if:

- you are a resident in the UK, or
- you are a resident in the EEA.

If you are a citizen or resident outside the UK, you may take part in the Plan provided you are not subject to regulations that would oblige us or the Company to comply with any governmental or regulatory procedures or similar formalities.

You are responsible for making sure you can validly take part and for complying with all necessary formalities. You should consult a professional adviser if you are in any doubt about:

- whether you need any government consents or to observe any other formalities, or
- whether you are prohibited from receiving shares instead of cash dividends.

If you join but we reasonably believe you are not eligible to participate in the Plan, we will cancel your participation in the Plan.

3.3 Applications to join the Plan must reach us at least fifteen (15) working days before the date of the next dividend payment date.

Applications that miss the deadline will only be eligible for subsequent dividends.

We do not usually acknowledge receipt of applications.

We have the right to refuse an application. If your application is incomplete or incorrect and we are unable to get it corrected, we may have to return it without carrying out your instructions. Once you join the Plan, all future dividends paid by the Company will automatically be reinvested for you through the purchase of additional shares until either you leave the Plan or we suspend or terminate the Plan.

3.4 Provided we have received the necessary funds from the Company, we will, subject to any instructions from you to the contrary as set out in Section 3.5, reinvest any sums receivable on your shares by way of a distribution of

dividend in purchasing further shares in the Company subject to these Terms and Conditions.

If the amount of any dividend payment is insufficient to purchase a whole number of shares in the Company, we will purchase as many shares as we can and retain the balance of any dividend distribution which will be aggregated with any future dividend distribution and used to buy further shares in the Company at that time.

- 3.5 If you do not wish to reinvest any dividend payments in purchasing more shares in the Company as set out in Section 3.4, you may let us know by following the procedure set out in Section 12.

#### 4. Share purchases

- 4.1 The share purchases under the Plan will be transmitted by us to one of our approved entities for execution. There are currently more than ten (10) 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 order 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 share purchases, although they may also take into account other factors such as speed, likelihood of execution and settlement, size or any other relevant considerations.

These approved entities will normally execute share purchases 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 share purchases under the Plan with a view to achieving the best possible result for you.

You will find further information about these internal arrangements and policies (including a full list of our approved entities) on our website at:

[www.shareview.co.uk/info/policies](http://www.shareview.co.uk/info/policies)

or you can contact us using the contact details in Section 1. Share purchases made on your behalf may be aggregated with share purchases made for other participants in the Plan, and this may work to your advantage or disadvantage in relation to a particular order, compared with the price you would have paid if your purchase had been made on its own.

For all participants, shares may be bought in separate transactions and on different days, if need be. If it is necessary to buy shares at different prices, we will calculate an average price for all of them.

You will receive the maximum whole number of shares it is possible to buy for you using your cash dividend plus any cash balance from previous dividend payments minus the charges described in these Terms and Conditions. Shares will be bought for you as soon as practicable on or after the dividend payment date.

The shares bought for you under the Plan will be registered in your name and you will be sent a share certificate unless:

- your shares are held in the CREST system. In this case, the shares will be credited to your CREST account; or
- your shareholding is not registered in your own name but is held on your behalf (for instance, through a company sponsored nominee service). In this case, the

arrangements for share issues will depend on the Terms and Conditions of that service.

- 4.2 We will send you a statement with full details of the share purchase no later than the first working day after we receive written confirmation that the purchase has been made. If applicable, we will also send you a share certificate.
- 4.3 The statement will show 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 will 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 paid to 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 (3) business days. Whilst we will notify you of the intended settlement date on your statement, it is possible that actual settlement may not occur due to circumstances outside of our control, e.g., if the stockbroker is unable to deliver the shares to us to satisfy your instruction. On settlement, our customer records will be updated to confirm your entitlement to the stock.
- 4.4 Very occasionally, we may decide that, due to market conditions following a particular dividend, we are not able to purchase shares for you under the Plan within a reasonable time. In such a case, we may forward the amount of the dividend to you in cash. Alternatively, if the entity used by us to make the purchase recommends that it be given more time to complete the order, we may allow this.
- 4.5 **Our policy on correcting any shortfalls in money or assets held on behalf of customers**  
Regardless of all the controls and measures we have, there can be instances when shortfalls in money or assets can occur, sometimes just during a working day or sometimes for a longer period. In accordance with the principles and rules set by the FCA we will ensure there is adequate protection for customers' assets when we are responsible for them. A key measure in ensuring and demonstrating such protection is the reconciliation of all money and assets due to our customers. Such reconciliation includes the correction of any shortfalls in the money and/or assets due to customers that may be identified, using our own funds and resources where necessary. This policy ensures that no customer would be disadvantaged should they request an immediate return of their money and/or assets or if it becomes necessary for us to return all money and assets to customers. For all money held on behalf of customers we use controls, during each business day, to monitor these balances and provide same day funding for any identified shortfalls (i.e. we ensure that the total amount of money actually held for customers in a segregated 'client money' bank account is equal to the total amount of money due to customers as per our internal customer account records). The funding by us of any shortfalls that may occur will remain in place until

such time as the reason for the shortfall has been identified and corrected.

- 4.6 On a quarterly basis we will make available a statement within your Shareview Portfolio advising you of the cash balance held on your behalf. You will be sent an email to the address associated with your Shareview Portfolio to let you know when each statement is available and how to access it.

If you hold your shares in certificated form you will continue to receive a purchase statement along with your new share certificate in the post after every eligible dividend.

If you hold your shares in a Nominee Service and do not activate your Shareview Portfolio you will receive an annual consolidated purchase statement each year showing you the details of all eligible dividends received during the year. If you would like to receive your quarterly statements advising you of the cash balance held on your behalf in paper format, details of how to request this will be made available on your statement notification. You can also request more frequent paper statements, please contact us using the contact details in Section 1 for details of the charge for this service.

If you need us to confirm your holding in writing or issue a duplicate statement at any time there may be a fee to pay. But you are welcome to check your holding at any time on our website at:

[www.shareview.co.uk](http://www.shareview.co.uk)

## 5. Cash Balances

- 5.1 If after we have bought your shares there is a small amount of cash left – but it is not enough to buy one share – we will look after it and add it to your next dividend.

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

- we will deposit the cash in a 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 a trust account separate from any account used to hold money belonging to us in our own right. Client monies will be 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.

- 5.2 You will not be paid interest on cash balances, and we will be entitled to keep any interest earned or any equivalent fee that the bank in question pays us.

If we are holding cash, we may withdraw the cash, any withdrawal will be applied towards paying fees, charges, and other sums due and payable to us, as set out in these Terms and Conditions and in accordance with FCA Rules. In accordance with FCA Rules, we are able to deposit some client monies with banks under unbreakable term deposit arrangements or notice periods of up to ninety five (95)

days. In the unlikely event of any issues experienced by us or any banks holding your client money it may take longer to return money to you. This does not in any way affect your ability to withdraw funds from your account or undertake any transactions under normal conditions.

- 5.3 If you leave the Plan and any cash balances remain payable to you we will pay these to you. If the Plan comes to an end we will send you any remaining cash as soon as possible. Where a transaction results in you being entitled to a fraction of a penny which cannot be remitted to you at the time we would normally remit money to you, 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 any claim, proprietary or otherwise, over such amount following payment to the charity.
- 5.4 In the course of settling a transaction, the movement of funds as part of the transaction will be through a commercial settlement system on a “delivery versus payment” basis and for a period of time (normally less than one (1) business day, but not exceeding three (3) business days) will not be treated as client money.

## 6. Tax position

This is a summary of your tax position under current UK law and HM Revenue and Customs practice. Please remember:

- this is only an outline of the tax position, not a comprehensive picture – your own tax treatment will depend on your individual circumstances;
- it only covers the tax position for a shareholder resident in the UK;
- the law and rules on tax can change from time to time;
- you are responsible for paying any taxes attributable to your taking part in the Plan, including (but without being limited to) income tax and capital gains tax;
- we are not liable for any taxes attributable to your taking part in the Plan;
- we cannot give you financial or tax advice. If you have questions or uncertainties, we strongly recommend you consult an authorised financial adviser.

### Dividend Tax:

You will be responsible for paying any Dividend taxes due in connection with your shares and are responsible for completing Income Tax returns arising as a result of your Dividend Tax liability. If you are a higher rate taxpayer, you may have a further liability for tax.

### Capital gains tax:

To calculate your gain or loss for capital gains tax purposes when shares are sold, the base cost of shares bought on your behalf will be their purchase price, including the dealing charge and stamp duty reserve tax.

## 7. No third party rights

This agreement is only between you and us. It will not give any benefits to, nor be enforceable by, a third party.

## 8. Full and partial reinvestment

Usually you must participate in the Plan for all the shares in your account. But, if your shares are held for more than one beneficial owner, we may at our discretion allow you to reinvest the cash dividend on only part of your shareholding.

**9. Partial sales and transfers of shares**

If you sell or transfer some of your shares, your instructions will go on applying to your remaining shares. If you sell some or all of your shares after the record date the plan will apply to shares held at the record date unless you have left the plan in accordance with Section 12 (this means that even if you have sold all of your shares after the record date you will receive additional shares).

**10. Communications between you and us**

- 10.1 Any agreement made between you and us under these Terms and Conditions will be in the English language. We will always communicate with you in English.
- 10.2 Please address all letters, instructions, notices and other documents for us to the address detailed in Section 1. Until your communication actually reaches us at this address, we will not be able to treat it as officially received, nor to act on it.
- You must give us any instructions in writing. We may sometimes be able to accept instructions by fax, email, telephone or online, but in this case, we may require you to confirm your instructions in writing before we go ahead and act on them.
- 10.3 All quarterly statements will be added to your Shareview Portfolio in accordance with Section 4.6.
- In addition, we will have discretion to make available to you through your Shareview Portfolio any other notices or documents related to this service.
- For example, we may advise you via the Shareview Portfolio of dividend payment confirmations or amendments to our Terms and Conditions, rather than sending this information to you (and all other participants in the Plan) individually by post. An exception to this is where amendments to our Terms and Conditions are material and we are required to contact you directly giving you prior notice as per Section 15.
- All email notifications will be sent to holders using the latest valid email address provided. Where we choose to use paper communication we will continue to address all payments, notices and other documents to the sole or first-named joint holder at the address on our register, or the holder and address given to us most recently for correspondence purposes.
- If you provide us with an email address but subsequently decide that you do not want us to communicate with you by email or using a website, please send us a letter in the post stating this and we will resume using the last postal address we have for you.
- We may choose not to send out a document if you are not resident in the UK or the address you have given us for posting documents is not in the UK, for example if we believe distribution in that country may be forbidden by law.
- 10.4 Everything we send you is at your own risk. If you need documents to be reissued or altered, there may be a fee to pay.
- 10.5 We cannot take any part in, nor any responsibility for, arrangements between joint holders over sharing information or accounting among themselves.
- 10.6 If communications from us to you are returned by the Post Office marked 'Gone Away', or if, for any other reason, it is our reasonable belief that you no longer live at the address that you have registered with us, we will stop sending

communications to you and will attempt to re-establish contact.

In order to do this, we will write to your last known address seeking information about your current whereabouts. If you have a dividend mandate instruction in place, we will also write to your bank asking them to forward our contact details on to you.

If we are still unable to re-establish contact with you, we may instruct a professional tracing agent to locate and make contact with you. If the tracing agent is successful, and you contract with them to use their services, they may charge you.

If we have reason to believe your email address is invalid we will stop sending electronic communications and will resume using the last postal address we have for you. Your quarterly statements will continue to be made available to you in accordance with Section 4.6.

**11. Transferring our obligations**

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 to 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. Remember, however, that you have a right to end this agreement at any time by following the procedure set out in Section 12. No charge is payable by you when you terminate.

**12. Ending this agreement**

- 12.1 You may cancel this agreement at any time by letting us know. This is in addition to your legal right to cancel this agreement within fourteen (14) days of the agreement between us being made. Your cancellation instruction will take effect as soon as we receive it, although this will not prevent the completion of any transactions that are already underway. The normal charges will be made for these transactions.
- 12.2 If you do not want the Plan to apply to your next dividend, your instruction must reach us by the deadline set out in Section 3.3 otherwise it will take effect from the subsequent dividend.
- Unless you tell us otherwise, any existing instruction you have given us to pay your cash dividends to a bank, building society or third party will carry on.
- 12.3 Your participation in the Plan will end and any residual cash balances owed to you, will be issued to you, if:
- we receive notice to cancel the agreement under Section 12.1;
  - we receive an instruction to return any outstanding cash balance owed to you;

- the shares are held solely in your name and we receive notification of your death, mental incapacity, bankruptcy or liquidation;
- all shares in the Plan are sold or transferred by the record date for a dividend;
- we reasonably believe you are no longer eligible to participate in the Plan (see Section 3.2).

12.4 The rights to your shares pass to your legal representatives on your death. If the relevant shares are held in the name of more than one person, and after the event the shares are held by the other person(s), then the Plan will continue to apply in relation to the shares

12.5 This agreement will only end once any outstanding cash balance has been cashed in accordance with your instructions.

### 13. Terminating our service

We may suspend or terminate the Plan at any time. If this happens:

- you will be notified by letter;
- you will receive the next cash dividend paid by the Company on, or as soon as practicable after, the dividend payment date;
- the completion of transactions already under way will not be affected.

### 14. The Plan charges

14.1 We will be entitled to the fees and charges set out in these Terms and Conditions.

We may review these charges from time to time.

We may charge other fees for services provided under this agreement.

We may charge an annual management fee if we continue to hold unclaimed payments, as defined in Section 1.2, under this agreement of which you have been previously notified. We will withdraw this from your unclaimed payments up to the maximum stated in these Terms and Conditions.

We may waive fees at our sole discretion.

We will let you know in writing before we change any of them. If at any time you would like an update on our fees they are available from us on request.

Charges, tax and any other duties will be deducted from the transaction. If the money to be invested, less any fees and charges, is too little to buy one whole share, no purchase will be made and you will not be charged.

14.2 In addition to the charges outlined above, from time to time we receive fees from the Company sponsoring the service. The Company sponsors this service so that you can benefit from the reduced charges available for bulk purchases, resulting from a number of shareholders' purchase instructions being dealt together. The fees are negotiated regularly with the Company, with the actual charge made to the Company reflecting the size, complexity and value of the service and the overall relationship with the Company. More information about these fees is available on request.

### 15. Changing this agreement

We may amend these Terms and Conditions from time to time to:

- comply with changes in law or regulation;
- correct inaccuracies, errors or ambiguities;
- take account of any corporate reorganisations within our group of companies or a transfer of our rights,

benefits and/or obligations under these Terms and Conditions to a third party; and/or

- reflect changes in the scope and nature of the service we are able to provide, having regard to:
  - our agreement with the Company;
  - the CREST rules and regulations, and our CREST membership;
  - our computer or database systems;
  - our administrative procedures and routines;
  - market practice and overall customer requirements; and/or
  - reflect any other reason.

If we intend to change the Terms and Conditions, and the alteration is material, we will give you at least thirty (30) days' written notice of the alteration, unless such changes are required by law, or regulation to be effected earlier, or it is otherwise impracticable to do so.

See also Section 10.3 as to when we may use email or a website to provide you with such notice.

Remember also, if you do not like an alteration that we propose to make to these Terms and Conditions, that you have a right to leave the Plan at any time by following the procedure in Section 12.

### 16. The extent of our liability

16.1 We will not be responsible for any losses or expenses you incur under this agreement, unless caused by our breaching FCA Rules, or our fraud, wilful default or negligence.

Even in the event of our wilful default or negligence, we will not be liable for any loss attributable to a failure to let us know about address or name changes, other changes in personal details, or bankruptcy, or any problem or defect in your ownership or title to the shares (unless caused by us).

16.2 We do not act as agent for the Company or accept any responsibility for anything the Company does or does not do.

16.3 We will not be responsible for:

- anything done or not done by the Company named in this document;
- acting in accordance with a court order (of whatever jurisdiction) or failing to act in accordance with a court order about which we have not been notified;
- forged or fraudulent instructions. So long as we have shown all due care, we will be entitled to assume:
  - that signatures that purport to be yours are genuine; and
  - if we have agreed to accept a particular instruction over the phone or by email, that the caller's or emailer's identity is genuine – unless it ought to be obvious to anyone that it is not.
- any kind of loss or damage you suffer in the event of 'force majeure' – meaning any failure, interruption or delay in the performance of our obligations because of:
  - industrial disputes;
  - the malfunction or failure of any telecommunications 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; and/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.

- any direct, special or consequential loss (including direct or indirect loss of profit), other than where this results from fraud or a breach of the Conduct of Business Sourcebook (COBS) or Client Assets Sourcebook (CASS) in the FCA Rules on our part.

16.4 We reserve the right to delay acting on any particular instruction you give to us, in order that we can:

- get additional information from you;
- comply with any law or regulations; and/or
- investigate the validity or any other aspect of the instruction.

We will not be responsible for any financial loss resulting from such a delay.

16.5 We may do, or stop doing, anything that, in our reasonable opinion, is necessary in order to comply with any laws, rules, regulations or the requirements of any regulatory or other body that are binding on us.

16.6 We reserve the right to correct your shareholding, at our expense, without reference to you, if we discover we have made an error, and will notify you (where relevant) of any correction made. In the event that we make an error on your shareholding and realise a financial gain in putting your shareholding back in the correct position we will be entitled to retain this.

## 17. Indemnifying us

17.1 You agree to indemnify us and our respective agents, officers and employees for any liabilities we incur arising from anything done by us in the proper performance of our duties in accordance with this agreement in relation to your shares, except for liabilities that are the result of our wilful default, negligence or fraud or a breach of the FCA Rules.

17.2 Your obligations under this indemnity will survive even in the event of:

- complete or partial termination of this agreement; or
- our resignation or replacement.

## 18. Conflicts of interest

18.1 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:

- between us and our clients; and
  - between one client and another, that arise in the course of providing an investment and/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, in providing these services.

18.2 You will find full details of our Conflicts Policy on our website at:

[www.shareview.co.uk/info/policies](http://www.shareview.co.uk/info/policies)

or you can request a printed copy by contacting us using the contact details in Section 1.

18.3 At the time of the issue of this document no material conflicts of interest were identified which could not be managed in accordance with Section 18.1.

## 19. Governing law

These Terms and Conditions are governed by English law. Any disputes relating to the agreement between us will be subject to the jurisdiction of the courts of England and Wales.

## 20. Complaints and compensation

If you have a complaint of any kind, please be sure to let us know. We will do our utmost to sort it out. You can put your complaint in writing to us at:

**Complaint Resolution Team, Equiniti Financial Services Limited, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA United Kingdom**

or email us at:

**concerns@equiniti.com**

or call us using the contact details in Section 1.

If we cannot resolve the issue between us, you may – so long as you are eligible – ask the independent Financial Ombudsman Service to review your complaint.

A leaflet with more details about our complaints procedure is available – you are 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. For example, the Scheme covers corporate sponsored nominees, individual savings accounts and share-dealing.

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 FS.

For more details about the Financial Services Compensation Scheme, you can call their helpline on:

**0800 678 1100 or +44 207 741 4100**

or go to their website at:

**www.fscs.org.uk**

or write to them at:

**Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU, United Kingdom**

## Alternative Formats

To request these Terms and Conditions in an alternative format, for example Braille, large print or audio tape, please contact us using the contact details in Section 1.

