

## Introduction

The following are the terms and conditions on which Capita IRG Trustees Limited will provide the Standard Life Share Account for Shares held by the Nominee on your behalf (whether pursuant to the Scheme or otherwise) as well as any Shares that are subsequently transferred by you to us or held by us on your behalf, in each case in accordance with these terms and conditions.

Capita provides the Service by arranging for the Nominee to hold Shares for you.

This Service is only available (other than in certain limited circumstances) to individuals resident in the European Economic Area, the Channel Islands or the Isle of Man (the ‘Qualifying Countries’). Where these terms and conditions have been received in a country where the provision of this Service would be contrary to local laws or regulations, these terms and conditions should be treated as being for information purposes only.

This Service is available to minors, acting through a parent or guardian, who receive Shares pursuant to the Scheme. **Please read these terms and conditions carefully. They explain the relationship between you and us with respect to the Shares.**

These terms and conditions will constitute a legally binding agreement between you and us. **If there is anything in them which you do not understand, please contact us.** Our contact details are listed in section 23.

Neither we, nor members of the Capita group, nor any delegates or agents appointed in accordance with

section 13.3, can provide you with any investment, taxation or legal advice. If you do need advice on holding your Shares or your tax liability then you should seek independent professional advice. **There are risks involved in investing in and holding shares. The decision to buy or sell Shares will be solely your responsibility. As we only provide a nominee service, these terms and conditions do not constitute a recommendation to buy, sell, transfer or hold Shares in the Company.** Share prices may go down as well as up and, as such, Shares are a risk investment which may result in you not receiving back the full amount invested. The price of Shares may fluctuate while your instruction is in the post and in the period between its receipt by us and its execution. If you are in doubt as to the action you should take, you should seek independent professional advice.

These terms and conditions are dated 1 August 2015 and they can change from time to time upon our providing you with prior written notice in accordance with these terms and conditions. You can obtain an up-to-date version by contacting Capita. The contact details are listed in section 23.

## 1. Definitions

**business day** means any day (excluding Saturday and Sunday) on which banks in the United Kingdom are generally open for non-automated business;

**Capita** means Capita IRG Trustees Limited whose registered details are set out on the last page of these terms and conditions;

**Capita group** means Capita and its subsidiary and associated undertakings;

**the Company** means Standard Life plc;

**the Company's Group** means the Company and its subsidiary and associated undertakings;

**Dealing Service** means the 'execution only' share dealing services provided by Capita under which Capita (and/or in countries outside of the United Kingdom its local agent) may receive telephone, online, or postal share dealing orders from you and transmit these orders on your behalf to other entities for execution;

**dividend reinvestment plan** means any dividend reinvestment plan conducted by us, or any successor to us, by which participants may reinvest their cash dividends in order to buy more Shares in the market;

**FCA** means the Financial Conduct Authority;

**FCA Rules** means the handbook of rules and guidance issued from time to time by the FCA;

**FSMA** means the Financial Services and Markets Act 2000;

**London Stock Exchange** means London Stock Exchange plc;

**minor** means a person under 18 years of age, or in relation to residents of Scotland only, a person under 16 years of age;

**the Nominee** means Capita IRG Trustees (Nominees) Limited (a wholly-owned subsidiary of Capita). Where Shares are not held by the Nominee, they will be held by Capita in a suitably designated account or by any other nominee appointed from time to time by Capita, or any successor nominee appointed by the Company;

**Nominee Account** means a share account opened in your name with Capita, under which the Shares held on your behalf by the Nominee, together with entitlements that accrue on those Shares, will be recorded;

**Nominee register** means the register of persons on whose behalf the Nominee holds Shares and who use the Service;

**Qualifying Countries** means the European Economic Area, the Channel Islands and the Isle of Man;

**retail client** means someone who is not a financial services professional and who is accordingly offered the full protection of the FCA Rules under FSMA;

**Schedule** means the schedule of fees and charges attached to these terms and conditions as amended or re-issued from time to time;

**the Scheme** means the scheme for the transfer of substantially all of the long term insurance business of The Standard Life Assurance Company pursuant to Part VII of, and Schedule 12 to, FSMA, sanctioned by the Court of Session in Scotland on 9 June 2006;

**Scrip dividend scheme** means the Company's scrip dividend scheme from time to time, in terms of which participants can receive new, fully paid Shares in lieu of a cash dividend;

**Service** means the Standard Life Share Account service that we provide under these terms and conditions;

**Shares** means ordinary shares issued by the Company;

**tax** means any tax, duty or levy which may be imposed (including stamp duty and stamp duty reserve tax);

**UKLA** means the FCA acting in its capacity as the United Kingdom Listing Authority for the purposes of Part VI of FSMA;

**You/your** means the person (or, in accordance with section 18.1, persons) on whose behalf the Nominee holds Shares

through the Service and where there are joint holders, 'you' refers to each of the joint holders; and

**us/we/our** means Capita.

1.1 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.

1.2 The headings to the sections are for convenience only and shall not affect the interpretation or construction of these terms and conditions. References to 'sections' are references to sections of these terms and conditions.

1.3 References to any statute, regulation or statutory or regulatory provisions shall, unless the context otherwise requires, be construed as a reference to such statute, regulation or statutory or regulatory provisions (including all instruments, orders, rules or regulations made under it or deriving from it or them) as in force from time to time and any successor or amending legislation and regulations (including, where applicable, the FCA Rules as amended from time to time).

1.4 Any provision that says we will do something, also means that we will arrange for the Nominee to do so, unless the context means otherwise.

1.5 References to these terms and conditions include the Schedule.

## 2. How the nominee service works

2.1 The Nominee is the legal owner of your Shares and its name will appear on the Company's register of members in relation to those Shares. However, the Nominee will hold your Shares as bare trustee and, although the Nominee will be the legal owner of the Shares, you will remain the beneficial owner of your Shares. This means that you will still be able to benefit from shareholder rights, as described in these terms and conditions.

2.2 We will keep and maintain a Nominee register in relation to all the Shares the Nominee holds pursuant to this Service, including the Shares the Nominee holds on your behalf.

2.3 The Dealing Service will be made available to you to enable you to trade your Shares. This will normally be available online, by telephone and by post. Separate terms and conditions are in place for the Dealing Service and can be viewed at [www.capitadeal.com](http://www.capitadeal.com) or by contacting us using the contact details in section 23.

2.4 The Nominee will hold your Shares in uncertificated form through CREST.

2.5 As legal owner of your Shares, the Nominee will be bound by the memorandum and articles of association of the Company. Nothing in these terms and conditions is intended to vary any of the 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. If there is any inconsistency between your rights under this agreement and any rights you may have under the Company's memorandum and articles of association, the Company's memorandum and articles of association will prevail.

2.6 Where possible, it is intended that you will receive benefits from your Shares equivalent to those you would receive on or around the same time as you would have done had you been registered directly on the Company's register of members.

2.7 For the purposes of offering this Service, you will be categorised as a retail client. **In the provision of this Service we will deal with you on an execution only basis at all times. This means that our services are limited to the execution of your instructions. We are not required to assess the suitability of the investment**

**or the Service provided. You will not benefit from the protection of the rules on assessing suitability. We are also not required to assess the appropriateness for you of the Service or any transaction connected to the Service.**

- 2.8 We may ask you for proof that you have the right to participate in the Service. We reserve the right to refuse to act for you until you have provided us with proof that is satisfactory to us. In particular, we might not accept your instructions unless:
- ▶ You have correctly filled in any documents we may have asked for before sending them to us
  - ▶ We have received all documents and information we need to carry out your instructions. This may include any evidence we need to confirm your identity or details such as a change to your name or address (for example a deed poll or marriage certificate), and
  - ▶ You quote the ‘Standard Life Share Account’ and your shareholder reference number on all correspondence. Your shareholder reference number is quoted on all statements sent to you by us. Please keep this number safe as its object is to prevent fraud.
- 2.9 If we receive instructions from you to transfer your Shares, you cannot cancel or change those instructions.
- 2.10 Subject to section 18, we will only act on instructions which are given by:
- ▶ You (or, if you are a minor, by your parent or guardian)
  - ▶ Your legally appointed or authorised representative, or
  - ▶ Brokers appointed by us in the event you buy and sell Shares using the Dealing Service.
- 2.11 If we receive proof of your death and you were the only person named on the Nominee register in respect of your Shares, we will follow the instructions of your personal representatives. If you

were a joint holder of Shares, we will follow the instructions of the remaining holder or holders who will be the only persons to whom we accept any continuing duties.

- 2.12 We can only act on your instructions (or those of your legal representative) with respect to your Shares. We cannot act on the instructions of any third party who may have an interest in your Shares. We will not recognise any beneficiary under a trust as having rights in your Shares, whether the trust is express, implied or constructive, and notice of any such trust will not be binding on us or upon the Nominee.
- ### 3. How to become a member
- 3.1 A member of the Service must complete and sign an application form or other form of acknowledgement and return it to us.
- 3.2 By requesting us to hold your Shares for you under the Service, you agree to be bound by these terms and conditions.
- 3.3 If we agree to hold your Shares in the Service, we will open a Nominee Account in your name. When the Nominee Account is opened for you, you will be provided with a shareholder reference number. You are responsible for keeping your account details secure and you must not disclose details to any other person (who is not your representative).
- ### 4. Preventing money laundering and complying with law and regulation
- 4.1 We may require evidence of your identity from time to time to comply with money laundering legislation in relation to holding, buying or selling Shares. Delay or failure to provide satisfactory evidence may result in us refusing to hold Shares for you, in payments to you in connection with your Shares being withheld or in a delay or refusal to act on instructions.
- 4.2 If we believe that you are breaching money laundering legislation, we may refuse to allow you to participate in the

Service and if appropriate may notify the relevant authorities.

- 4.3 We reserve the right to delay taking any action in relation to the Service or in relation to any particular instructions from you if we consider that we need to do so to obtain further information from you or to comply with any legal or regulatory requirement binding on us (including the obtaining of evidence of identity to comply with money laundering regulations) or to investigate any concerns we may have about your instruction.

### 5. Client money

- 5.1 All monies which are held for you as a consequence of administering this Service will be held in a client money bank account with an approved bank which we maintain for clients of this Service in accordance with the requirements of the FCA Rules. This means your money is segregated and protected in accordance with the requirements of the FCA Rules. You will not be entitled to receive any interest on monies held on your behalf in this account. In the event that you cease to have your Shares held in this Service, a cheque for the consolidated amount of any unclaimed monies held on your behalf will be sent to you, your parent or guardian or personal representative (as the case may be), without interest.
- 5.2 Any Shares held on your behalf may be pooled with the investments of other clients and registered in the name of the Nominee. This means that your entitlement may not be individually identifiable on the Company’s register of members, by separate certificates or electronic records (other than ours, where they will be identifiable) and, in the event of an unreconciled shortfall caused by the default or insolvency of the Nominee, you will not have a claim against a specific sum of money in a specific account; your claim would be

against the client money pool, held by the Nominee in general. You may therefore proportionately share in that shortfall if we are not able to make good that shortfall, which could result in each client receiving less back than that which is held on their behalf before such an event.

## 6. Your benefits as a shareholder

### A: Dividends

- 6.1 If your registered address is in a Qualifying Country that allows dividends to be paid directly into your bank account and you have provided us with a valid bank mandate relating to cash dividends and other types of payments in respect of your Shares, that mandate will remain valid and effective in relation to your Shares from the date that they are issued or transferred to us and we will pay these cash dividends and other payments directly to your chosen bank account on receipt of relevant funds from the Company. If you wish to change a bank mandate or instruction, you can do this via our website, by phone, or by writing to us using the contact details listed in section 23.
- 6.2 If you do not complete and provide us with a bank mandate (or any third party mandate accepted by us) and you do not at the relevant time participate in the Scrip dividend scheme or dividend reinvestment plan, cheques will be sent to your registered address on receipt of funds from the Company.
- 6.3 If we, or the Company, are required by law to make any deduction from any dividend due to you, we or the Company will do so. We may also make deductions for other taxes or charges payable by us or the Company on dividends to you or on related documents. You will be notified of any such deductions in your dividend tax voucher and we will pay the net amount to you.

6.4 If your registered address for the purposes of the Service is in Germany, Austria or the Republic of Ireland, you will be paid dividends in Euro. Otherwise you will be paid dividends in pounds sterling.

6.5 If you elect or are deemed to have elected to participate in any dividend reinvestment plan which may be offered from time to time, but we do not receive any notification to that effect from you, the Company or the plan administrator by the specified time in respect of any dividend, then we will arrange for the Company to pay you a cash dividend instead. If we do not hold valid bank details in those circumstances, we will arrange for you to be issued with a cheque for your dividend.

#### **B: New share issues and share offers**

6.6 If you are entitled to additional Shares without having to make a payment (but not additional Shares which may be issued under the Scrip dividend scheme), as a result of holding the Shares (for example, through a bonus or other capitalisation issue), the Nominee will automatically hold the new Shares for you under these terms and conditions unless you instruct us otherwise.

6.7 If you elect or are deemed to have elected to participate in the Scrip dividend scheme but we do not receive any notification to that effect from you, the Company or the plan or scheme administrator by the specified time in respect of any dividend, then we will arrange for the Company to pay you a cash dividend instead. If we do not hold valid bank details in those circumstances, we will arrange for you to be issued with a cheque for your dividend.

6.8 If you are entitled to buy additional Shares as a result of holding Shares through the Service (for example, through a rights issue), we will ask you how you wish us to exercise your rights. We will take all reasonable steps to ensure that, as nearly as reasonably practicable, you

receive the same rights as you would have done if you held your Shares in your own name. Any Shares purchased will be held by the Nominee unless we receive instructions to withdraw all of your Shares from the Service. Any payment we receive from you to buy additional Shares must be received in cleared funds.

6.9 If we receive notice of a take-over offer, we will tell you about it. If we receive your instructions in good time so as to allow us to take appropriate action, we will follow your instructions. If there is a take-over offer, which has become wholly unconditional and we have not received your instructions, we will ask you for your instructions by a specified date and we will follow them. If we do not receive your instructions by that date, we will take no action in respect of your Shares. We will, however, accept all compulsory purchase notices in respect of the Shares. In that instance, we will accept the basic offer. We will not accept loan notes as an alternative to cash if loan notes are offered by the purchaser as an alternative to a cash payment in the absence of your specific instruction. The cash element of any such entitlement will be paid to you in accordance with the terms of the offer.

6.10 If there is a take-over offer, demerger, capital reorganisation or restructuring of the Company and you are entitled to receive shares, cash or other securities in another company in exchange for your Shares or otherwise, in the absence of any instruction to the contrary, we will decide whether those shares or other securities in the other company should be:

- ▶ Held by you in your own name
- ▶ Held by the Nominee on your behalf, or
- ▶ Held on your behalf in any nominee service offered by the issuer of the relevant securities.

If we decide that the shares or securities

should be held by the Nominee on your behalf then these terms and conditions will be changed so that, with effect from the date when the transaction is completed, references to the Company mean that other company and to Shares mean the shares or other securities in that other company.

6.11 Where any other rights are offered in connection with your Shares, we will take all reasonable steps to ensure that, as nearly as possible, you receive the same rights as you would have done if you held your Shares in your own name.

6.12 If, after acting for you and our other clients under this Service, we are left with fractions of Shares, we will, so far as practicable, deal with them in a way consistent with how the Company would deal with fractions of Shares held by registered shareholders.

6.13 Where the Nominee holds Shares for a number of clients and Shares or other rights are allocated to the Nominee, it will allocate them between all such clients pro rata to the number of Shares it holds for them. Any fractions of Shares which arise as a result of the Nominee holding Shares for a number of clients, (for example through a bonus issue, rights issue, subdivision or consolidation) will be aggregated and sold and the proceeds relating to any fractions of shares held by the Nominee on your behalf will be remitted to you.

6.14 We may be required by the Company or a person seeking to acquire control of the Company to give warranties before acting for you in relation to your Shares. For example, a bidder on a take-over may require a warranty from the Nominee that there are no mortgages or charges over your Shares before their offer to buy your Shares can be accepted. We may require you to give similar warranties to us and to the Nominee before we act.

## **7. Information**

7.1 We will arrange for the Company to send you the same or equivalent information to that sent to registered shareholders of the Company (and for this purpose sent may also mean by electronic communication or website publication where you have agreed that such information may be communicated in this way), such as:

- ▶ An annual summary financial statement sent by the Company to its registered shareholders or, where such a summary financial statement is not made available (or upon your request), a copy of the annual report and accounts of the Company
- ▶ All other documents issued by the Company and sent to registered holders of the Shares.

If we or the Company send you notification of an intention to send you information by electronic communication or website publication and you do not tell us or the Company within a specified time limit that you want to receive the information in paper format, you will be deemed to have agreed to receive it in this way. The time limit will be set out in the notification and will be 28 days or more. If you do not opt for paper format, we or the Company will email or write to you with details of how you can access the information.

7.2 We will send to you a statement of the number of Shares held by the Nominee on your behalf under your Nominee Account, when it is first opened for you. We will do this within 10 business days of the account being opened.

7.3 We will send to you a statement once a year of the number of Shares held by the Nominee on your behalf under the Service and detailing any changes. These statements are provided free but you will be charged a fee if you request a duplicate or additional statement, as set out in the Schedule. Alternatively you

can view your holding balance at [www.standardlifeshareportal.com](http://www.standardlifeshareportal.com).

- 7.4 If any dividend is paid to you we will send you a dividend tax voucher (which may be an annual consolidated tax voucher, where applicable) showing, in relation to each dividend paid, the date of payment, gross amount of payment, any tax withheld, net payment and any other information which may be required to complete a tax return and such other information as we may wish to provide to you. We may choose to combine that document with any other document which we are required by law to provide you with in connection with that payment to you. These dividend tax vouchers are provided free but you may be charged a fee as set out in the Schedule if you request a duplicate or additional dividend tax voucher.
- 7.5 You should check any document which you receive from us. If you have any queries on the contents of the document you should contact us as soon as possible following its receipt. Our contact details are listed in section 23.
- 7.6 If we discover that we have incorrectly debited or credited your Nominee Account we reserve the right to correct that Account without any reference to you and will notify you as soon as reasonably practicable of any correction which we make.
- 7.7 Where you receive any Shares pursuant to the Scheme or otherwise where you hold Shares under the Service to which you are not legally entitled (for example, in the event you are over-allocated Shares), you agree to appoint the Nominee as your attorney to do all such acts (including selling the Shares) and execute any documents to sell or transfer your interests in such Shares or the cash proceeds to or to the order of the Company. You will not be paid any money in relation to any such sale or transfer.

## 8. Voting and shareholder meetings

- 8.1 We will send you information about shareholder meetings of the Company together with a form which you can use to:
- ▶ Instruct the Nominee how to exercise its votes on a poll at the shareholder meeting in respect of your Shares, or
  - ▶ Appoint yourself as the proxy of the Nominee in respect of your Shares, if you wish to attend and speak at the shareholder meeting in person and vote on a poll and (subject to any applicable law and provided this is permitted by the articles of association of the Company) vote on a show of hands, or appoint a person you nominate to do so on your behalf.
- 8.2 If we do not receive the correctly completed form before the deadline notified to you, the Nominee will not normally exercise its votes on your Shares and you or your representative (as the case may be) may not be able to attend, speak and vote in person at the meeting.
- 8.3 We will attend meetings of the Company if you instruct us. However, in the absence of any such instructions, we do not have any duty or responsibility whatsoever to attend meetings although we may do so if we wish.

## 9. Transferring your Shares and charges for this

- 9.1 You may instruct us to arrange for the Nominee to transfer your Shares by way of gift to another person (other than a minor) who is resident in a Qualifying Country and who would be eligible to be a shareholder in the Company. These Shares will still be held under the Service on behalf of that other person if you (and they) so choose. We will only do this if we have received the relevant form confirming that such a transfer is by way of gift. You can request a form by calling us on the telephone numbers listed in section 23. There is no charge for such a transfer.

- 9.2 You may instruct us to arrange for your Shares to be entered into the name of another person (other than a minor) who is resident in a Qualifying Country and who would be eligible to be a shareholder in the Company, as a joint holder in relation to all or any of the Shares held by the Nominee on your behalf. These Shares will be held in the Service jointly on behalf of you and that other person. We will only do this if we have received the relevant form confirming details of the joint holder. You can request a form by calling us on the telephone numbers listed in section 23. There is no charge for such a transfer.
- 9.3 You may choose to withdraw all (but not some) of your Shares from the Service, and hold them under your own name. We will arrange this if you complete the relevant form confirming the transfer and send it to us. We will then arrange for a share certificate to be sent to you. There will be a fixed charge for withdrawing from this Service as set out in the Schedule.
- 9.4 You may also choose to transfer all (but not some) of your Shares directly to another nominee. We will arrange this if you complete the relevant form confirming the transfer and send this to us. If your registered address for the provision of the Service is in Austria or Germany, you may choose to transfer all (but not some) of your Shares out of the Service and to a bank or custodian to hold on your behalf. We will arrange this if you complete the relevant form and send it to us. You can request any of these forms by calling us on the telephone numbers listed in section 23. If you transfer your Shares out of the Service, we will no longer hold your Shares for you and the terms and conditions of the Service will not apply to those Shares. There will be a fixed charge for withdrawing from this Service as set out in the Schedule.
- 9.5 If you want to sell or transfer your Shares

other than by gift to someone else then you will need to use the Dealing Service in relation to which additional charges will apply. These additional charges are available on our website. Our website details can be found in section 23.

- 9.6 If we no longer wish to hold the Shares for you or if you change your registered address for the provision of this Service and do not provide us with a registered address in a Qualifying Country, we will tell you in writing and give you time to withdraw your Shares from the Service. If you have not done this within the time given, we will arrange for the Shares to be registered in your name and for a certificate to be sent to you at the address registered on our systems. We will not hold certificates for you and the Service will not apply to Shares held in this form. In these circumstances there will be no charge in connection with the transfer of Shares into your name.
- 9.7 If you write to us and ask us to hold any Shares in the Service which you hold in your own name, there will be a fixed charge for joining the Service as set out in the Schedule and these terms and conditions will apply to those Shares.

## 10. Other charges

The only other charges for the Service, in addition to those detailed in section 9, are for the supply of duplicate account statements and duplicate dividend tax vouchers and issuing duplicate dividend cheques. You will be charged a fee as set out in the Schedule if you request a duplicate or additional statement. We will give you at least 30 days' notice of any other proposed charge for the Service. Up-to-date copies of the terms and conditions and current charges can be obtained by contacting us, using the contact details listed in section 23. You should note the possibility that taxes or costs may exist which are not paid

through or imposed by us.

## 11. Contacting each other

- 11.1 All notices and other communications which you send us should be addressed to Capita at the applicable address listed in section 23. If you are not sure which contact details apply to you, please contact our Beckenham office using the first listed details in section 23.
- 11.2 Any notice or communication which you send us should quote the 'Standard Life Share Account' and include the shareholder reference number of your account with the Nominee. Your shareholder reference number is quoted on the statement of holdings which we send you. If we send you notices, they will be treated as received by you 3 business days after the date on which they are posted.
- 11.3 We will assume that any communication which comes from you (or your authorised representative) is from you and we will assume that any document which we receive and which appears to have been signed by you (or your authorised representative), has been. We are entitled to request further information if we believe it is necessary to confirm your instructions.
- 11.4 If you change your name or address you should notify us straight away in writing, via our website or by telephone. You should make sure that the arrangements for receiving mail at your address are safe.
- 11.5 All communications and documents sent to you in relation to the Service will be at your risk.
- 11.6 Unless these terms and conditions say otherwise, any instruction, notices or other communications that you or we send under them will only be valid if they are in paper format in writing. Nevertheless, we may accept voting instructions electronically and may provide you with notices, documents and

other information about the Service, the Company and these terms and conditions by electronic communication or website publication, provided you have chosen, or are deemed to have chosen, to receive communications in such manner from us or the Company in accordance with section 7.1. In certain circumstances, we may also dispense with the requirement for you to provide notice in writing to us (for example, so you can give instructions by electronic communication, website or over the telephone).

## 12. When you cannot be traced

12.1 If:

- ▶ We have sent documents to your address on three separate occasions and they have been returned, undelivered, or
- ▶ Dividend cheques have been returned undelivered to the Nominee on three occasions in a row, and
- ▶ After making reasonable enquiries we cannot find out your current address, then we will not send any more documentation or payments to you until you confirm your current address.

12.2 If:

- ▶ After a 12 year period during which at least three dividends have become payable and none have been claimed, we announce that we intend to sell your Shares by placing an advertisement in a leading national newspaper in the UK and in at least one newspaper circulating in the area of your latest address on the Nominee register or the area of the address to which you have instructed notices to be sent,
- ▶ During this 12 year period and for three months after the last of the advertisements appear, we have not heard from you or any person who is automatically entitled to your Shares by law, and
- ▶ We have told the UKLA and London Stock Exchange that we intend to

sell your Shares, then we can sell your Shares at the best price that we can reasonably obtain.

## 13. Liability and responsibilities

- 13.1 We will take all reasonable care in operating the Service and will be responsible to you for any losses or expenses (including loss of Shares) suffered or incurred by you as a result of our or the Nominee'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 Nominee but not otherwise.
- 13.2 We accept responsibility for any losses arising from a breach of FSMA, the FCA Rules and any statutory duty, fraud, negligence or other default by us, the Nominee or its/our employees and agents.
- 13.3 We may also employ other persons as our agents and delegates on such terms as we think fit to carry out any part of our obligations or discretions under these terms and conditions. We will take all reasonable care in the selection and continued use of such persons and accept responsibility for all activities they carry out on our behalf and will be liable for all acts and omissions of such agents and delegates on the same basis as if they were our acts or omissions or those of the Nominee.
- 13.4 Neither the Company nor any member of the Company's Group is acting as our agent or as agent of the Nominee and neither the Company nor any member of the Company's Group is responsible for our acts or omissions, nor the acts or omissions of the Nominee or any other members of the Capita group or any delegates and agents appointed in accordance with section 13.3.
- 13.5 Nothing in these terms and conditions restricts any rights you may have under the FCA Rules and/or FSMA.

13.6 If the Service cannot be provided because of circumstances or events beyond our reasonable control (for example, because of postal delays, industrial disputes or failure of computer systems or telecommunication links) we will take all reasonable steps to bring those circumstances to an end.

13.7 The Nominee will maintain your Shares in accordance with the terms and conditions of the Service. You remain the beneficial owner. If the Nominee became insolvent your Shares would be protected.

## 14. Potential conflict of interest

We and our agents (including any broker) may effect transactions notwithstanding that we or they have a direct or indirect material interest or a relationship of any description with another party which may involve a conflict with our or their duty to persons using this Service. We manage those conflicts of interest of which we are aware and deal with potential conflicts of interest in accordance with our conflict of interest policy. We monitor the effectiveness of our policies and procedures on a regular basis. We make every effort to disclose our interests and those of our employees, delegates and agents (including any broker) where it is suspected that a conflict of interest may arise. In accordance with our regulatory responsibility on this matter we operate a documented policy that details our obligations if such events arise. Full details are available upon a written request to Capita at the address listed in section 23.

## 15. No security over Shares

Your Shares will not be lent to any third party, nor will your Shares be used by way of collateral or security to borrow money.

## 16. Changes to these terms and conditions

- 16.1 We may change these terms and conditions from time to time upon giving you 30 days' notice. In general, we will only amend these terms and conditions for the following reasons:
- ▶ to comply with legal, fiscal and regulatory requirements;
  - ▶ to rectify errors, inaccuracies and ambiguities or to make them easier to understand; and
  - ▶ to reflect alterations in the scope and nature of this Service in accordance with our agreement with the Company, the rules and regulations of CREST and our membership of CREST, changes to our technology or systems capabilities, changes to our administration procedures and having regard to market practice and client demands.

If we alter these terms and conditions for valid reasons that are not specified in these terms and conditions and you are not happy with those changes, then you may withdraw from the Service and transfer your Shares to another nominee or into your own name. In these circumstances Capita will not charge you for the transfer of your Shares.

- 16.2 All of the charges referred to in these terms and conditions are set out in the Schedule. The charges are valid as at the date set out in the Schedule. Notwithstanding this, the charges referred to in these terms and conditions may vary from time to time upon giving you at least 30 days' notice. Charges may change to reflect any of the changes set out in 16.1 above. Charges will not be backdated. You may obtain up-to-date details of these terms and conditions by contacting us by telephone or checking our website. Our contact details, including our website address, are listed in section 23. All charges are expressed in pounds sterling. If your

registered address for the purposes of the Service is in a country of the European Economic Area charges may be paid in Euro, at a rate equivalent to the sterling rate, as calculated by Capita on a quarterly basis. A copy of the current equivalent Euro rate charges is available on our website or may be obtained by contacting us by telephone. Our contact details (including our website address) are set out in section 23.

- 16.3 If we do not enforce a term or condition, this will not affect our right to enforce the rest of the terms and conditions or to enforce that term or condition at another time.
- 16.4 If we cannot enforce a term or condition, this will not affect our right to enforce the rest of the terms and conditions.

## 17. Sharing information with others

- 17.1 You authorise us 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 Service. Your details will only be disclosed in accordance with the principles set out in the Data Protection Act 1998:
- ▶ To any person if that person has legal or regulatory powers over us or the Nominee,
  - ▶ To the Company (or any other person carrying out functions in relation to the Service, including Euroclear UK & Ireland Limited (formerly CREST Co Limited)) in order to facilitate the provision of the Service, and
  - ▶ To any person carrying out functions in relation to acting as the registrar of the Company.
- 17.2 We may use Capita group companies or other agents in countries outside the European Economic Area provided that we and the Company are satisfied that the same standards of protection of personal data have been applied either by contract or law.

- 17.3 You have the right upon request to view what information we hold on you. We may charge you a fee for providing you access to this information, as set out in the Schedule.
- 17.4 The Company will have access at all times to the records we hold about you in order to inform you of your rights as a person on whose behalf Shares are held by the Nominee, including corporate and other details, and products or services specifically designed for shareholders.

## 18. Joint holders

- 18.1 The Nominee will not hold Shares for more than four joint holders. Where the Shares held by the 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:
- ▶ All obligations, undertakings, agreements and liabilities on the part of Capita and the Nominee are given to the joint holders taken together and not separately to each of them, and
  - ▶ All obligations, undertakings, agreements and liabilities on the part of the joint holders arising under or pursuant to these terms and conditions shall constitute joint and several obligations of each joint holder to Capita (and where relevant, the Nominee).
- 18.2 We will only accept transfer instructions given by or on behalf of all of the joint holders. We reserve 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 Capita that he or they have the necessary authority to give such instructions on behalf of all joint holders.
- 18.3 All notices, other documents, information and payments sent by us 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, information and payments to notify and account to the other joint holders.

## 19. Complaints

- 19.1 We have written procedures in place to help resolve complaints from clients effectively. If you have any complaints about the service (including the Service) provided to you, you should write to Capita using the address listed in section 23. Our complaints procedure is available on request, but a copy will be provided automatically to you in the event of a complaint being received from you. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service, Exchange Tower, London E14 9SR [www.financial-ombudsman.org.uk](http://www.financial-ombudsman.org.uk).
- 19.2 Capita is a member of the Financial Services Compensation Scheme ("FSCS"). If we cannot meet our obligations you may be entitled to compensation from the FSCS. This depends on the type of business and the circumstances of the claim. Most types of investment business are covered for 100% of the first £50,000 of the claim regarding the financial loss as at the date of these terms and conditions. The amounts of compensation may be changed from time to time and you should check your entitlement with the FSCS. Further information about compensation arrangement is available from the FSCS. You can contact the FSCS by calling their helpline on 0800 678 1100 or +44 (0)20 7741 4100, logging onto their website at [www.fscs.org.uk](http://www.fscs.org.uk) or writing to the Financial Services Compensation Scheme, 10<sup>th</sup> Floor, Beaufort House,

15 St Botolph Street, London EC3A 7QU. You may request further information concerning the conditions governing compensation and the formalities which must be completed to obtain compensation by writing to Capita Asset Services, Capita IRG Trustees Limited, Nominee Service, The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU or by e-mail to: [custodymg@capita.co.uk](mailto:custodymg@capita.co.uk).

## 20. Termination

20.1 You may terminate these arrangements at any time by giving us a written instruction to withdraw all your Shares from the Service in accordance with section 9.

20.2 The provision of the Service is at the discretion of the Company. If the agreement between the Company and Capita for the provision of the Service terminates, our agreement with you will automatically terminate and we will notify you of this in writing.

## 21. Consequences of termination

21.1 Termination will be without prejudice to the completion of services already initiated which will be completed expeditiously by us.

21.2 Termination will not affect accrued rights, indemnities, existing commitments or any contractual provision intended to survive termination and will be without penalty or other additional payment.

## 22. Other terms and conditions

22.1 These terms and conditions will take effect as between you and us from the time the Nominee first holds Shares on your behalf. There is no right to cancel this agreement under a mandatory cooling-off period, but you have a right to terminate this agreement under section 20 above.

22.2 The terms and conditions of this Service are binding upon your successors, executors, administrators and other legal representatives.

22.3 We will not offer the Service to any corporate body other than to corporate bodies incorporated in Austria or Germany which received Shares pursuant to the Scheme.

22.4 Nothing in these terms and conditions is intended to benefit a third party, other than the Nominee and your successors, executors, administrators and other legal representatives, and, in respect of section 13.4 only, the Company and any member of the Company's Group. Any provision which is for our benefit or confers a benefit on the Nominee shall be enforceable not only by us but by the Nominee under the Contracts (Rights of Third Parties) Act 1999. Section 13.4 is intended to confer a benefit on the Company and/or any member of the Company's Group and shall be enforceable by the Company and/or any member of the Company's Group under the Contracts (Rights of Third Parties) Act 1999. The terms and conditions may be changed or rescinded without the consent of the Nominee.

22.5 The parties to this agreement are you and us (the 'parties'). Save as indicated in section 22.4, 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.

22.6 We provide our contractual terms in English and are only obliged to communicate with you in English during the duration of these terms and conditions.

22.7 These terms and conditions are governed by and shall be construed in accordance with the laws of England and Wales. We have applied the same laws in our marketing of, and arrangements for you to enter into, this Service.

## 23. Contact details


Our contact details are as set out below:

### UK and Ireland

 Capita IRG Trustees Limited  
The Registry  
34 Beckenham Road  
Beckenham  
Kent BR3 4TU

 [www.capitaassetservices.com](http://www.capitaassetservices.com)

 [questions@standardliveshares.com](mailto:questions@standardliveshares.com)


 0345 113 0045\* or +353 (1) 431 9829\*  
**If calling from overseas**  
+44 (0)20 3367 8224\*

### Germany and Austria

 Standard Life Aktionärservice  
Postfach 2705  
36243 Niederaula  
Germany

 [www.capitaassetservices.com](http://www.capitaassetservices.com)

 [fragen@standardliveshares.de](mailto:fragen@standardliveshares.de)

 +49 (0)69 9753 3030

\* Calls may be monitored and/or recorded to protect both you and us and help with our training. Call charges will vary.

## Schedule

### Share Account Charges 1 August 2015.

Description	Fees
Annual statement	Free of charge
Replacement or duplicate annual statement	£15
Replacement or duplicate dividend tax voucher For each additional voucher	£15 £3
Transfer shares to another individual within the Standard Life Share Account	Free of charge
Transfer shares to be jointly held with another person	Free of charge
Withdraw from the Service and receive a share certificate in your own name	£12
Transfer shares to another nominee Service	£15
Transfer shares in your own name into the Standard Life Share Account	£12
Duplicate cheques	
Over £30 – under £100	£12
Over £100	£15
View information held on you	£10



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