

# AVIVA SHARE ACCOUNT

## TERMS & CONDITIONS

### Risk warnings

The investments you make through this agreement will be in one company only and should therefore be seen as only one part of a balanced portfolio. Computershare Investor Services PLC is authorised and regulated by the Financial Conduct Authority ("**FCA**"). 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. Past performance is no guide to future performance. If you are in any doubt about the suitability of this nominee service or shares in the Company held on your behalf under it, we recommend you obtain independent professional advice. We will not assess the suitability of shares held for you or other services provided to you under these terms and conditions and you do not benefit from 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 nominee service.

### About this agreement

This document sets out the detail of the agreement under which Computershare Nominee will act as your nominee in connection with your shares in the Company. These terms and conditions will come into effect once we have accepted your application to hold the shares in our nominee service. We reserve the right to refuse an application, and you must be aged 18 or over to use this nominee service (unless you are a corporate entity). These terms and conditions can be amended by us from time to time in accordance with clause 19 of these terms and conditions. You can obtain an up-to-date version by calling Computershare. Our contact details are listed in clause 11. Other general provisions: By agreeing to Computershare Nominee holding your shares for you, you have agreed to be bound by these terms and conditions. We will arrange for the Nominee to hold your shares for you as bare trustee. It will be the legal owner of the shares, bound by the articles of association of the Company. You remain the beneficial owner of the shares. The Nominee will hold the shares in uncertificated form. Nothing in these terms and conditions is intended to vary any of the Nominee's rights or duties in its capacity as a shareholder of the Company as set out in the articles of association of the Company (as amended from time to time) and these terms and conditions must be interpreted to give that effect.

### 1. Definitions

In these terms and conditions, the following words have particular meanings:

**"Aviva Share Account"** means the nominee service provided for in these terms and conditions;

**"Business Day"** means any day (excluding Saturdays, Sundays and bank holidays) on which banks in the UK are generally open for non-automated business.

**"Computershare Nominee" or "the Nominee"** is a wholly-owned subsidiary of Computershare as Computershare may nominate from time to time to provide the Aviva Share Account which shall be a member of the CREST System and whose business shall consist solely of acting as a nominee. This company shall initially be Computershare Company Nominees Limited;

**"Computershare/us/we/our"** means Computershare Investor Services PLC (Company No: 3498808) whose registered address is situated at The Pavilions, Bridgwater Road, Bristol, BS13 8AE, Financial Services Register (No. 188534);

**"CREST"** means the computerised system for the transfer of uncertificated securities operated by Euroclear UK and Ireland Limited in line with the Uncertificated Securities Regulations 2001;

**"FCA"** means the Financial Conduct Authority;

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

**"FSCS"** means the UK Financial Services Compensation Scheme;

**"nominee service"** means the service provided by us to eligible shareholders of the Company under these terms and conditions;

**"Permitted Countries"** means the jurisdictions set out in clause 26;

**"shares"** means any class of fully paid up shares in the Company held from time to time by Computershare Nominee on behalf of you and/or other participants in the Aviva Share Account including but not limited to ordinary shares of 25p each held in the Company;

**"The Act 2012"** means the UK Financial Services Act 2012 as amended or replaced and any regulations made thereunder;

**"the Company"** means Aviva plc; and

**"you/your"** means

- you, the beneficial holder of shares in the Company, and;
- if there is more than one of you, all the joint holders jointly and individually, and/or;
- your personal representatives.

### Interpretation

References to statutes, regulations or any other rule, includes references to them as amended or replaced from time to time. 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.

### 2. The nominee service we will provide

2.1 Your shares will be registered and held in the name of Computershare Nominee, a company that will hold your shares as we direct and for whose acts and omissions we will be responsible.

2.2 The Computershare Nominee will hold your shares in accordance with the terms and conditions of the nominee service and the

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FCA Rules; you remain the beneficial owner.

2.3 You will be classified for the purposes of the FCA Rules 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 25 for further information.

2.4 The decision to join this nominee service is your responsibility. If you are a citizen or resident of a country other than the UK, or have a registered address overseas, you should obtain independent professional advice if you are in any doubt about whether you are going to need government consents or to observe any other formalities in order to hold shares via our nominee service. Should it materialise that you are subject to the jurisdiction of such a country we may, at our discretion, cancel your participation in the nominee service.

2.5 Neither we nor the Company nor our agents can give you any investment, taxation or legal advice in connection with the nominee service.

2.6 We may require evidence of your identity to comply with money laundering legislation. If you delay or fail to provide this to our satisfaction the Nominee may refuse to hold shares for you or we may withhold payments due to you. If we believe that you are in breach of the money laundering legislation, we may refuse to allow you to transfer shares out of your account.

### 3. Your dividends and other shareholder entitlements

3.1 Provided we have received the necessary funds from the Company, we will send any cash dividends or other cash payments due to you in connection with your shares as soon as reasonably practicable. We will send you the money in £s sterling by electronic payment - or by other payment methods we may decide on from time to time, which could include a cheque if we don't have up-to-date bank details for you. We may also choose to change the current default payment method in the future. Should any change occur we will communicate this to you and provide specific details about how you will be able to receive future dividend or other cash payments. In this process of electronic payments, if we do not have up-to-date bank details for you your dividends will be retained until up-to-date details are provided. Instructions about how to claim any unclaimed payments will also be communicated to you.

3.2 By using the nominee service, you authorise us to pool client money and/or assets we hold on your behalf in the provision of this nominee 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. All money that we hold on your behalf as a consequence of administering this nominee 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. 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. 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 25. 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. We will not pay interest on any client monies held on your behalf.

3.3 If your client money held in connection with the nominee service 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.

3.4 If the law obliges us to deduct tax from any payment owing to you, we will only send you the net amount.

3.5 If you need us to send a replacement payment there may be a fee to pay. If so, we will let you know beforehand, ask for the fee by cheque, and send you the replacement payment as soon as your cheque has cleared. This process may be amended in line with clause 3.1 should the Company opt to change the default method of dividend or cash payments and instructions about how to claim a replacement payment in these circumstances will be communicated to you at that time.

3.6 If the Company offers the option to receive shares instead of a cash dividend, we will arrange for the Nominee to receive shares and hold them for you if you instruct us to do this. If we do not receive an instruction from you we will pay your dividends to you in cash.

3.7 If there are arrangements allowing you to take up rights in the Company in return for a payment and you would like the Nominee to take up those rights on your behalf, we must receive your cleared payment of that sum, whether in £s sterling or another currency, in time for the due payment date or any other deadline we notify you about. We will write to you if the Company proposes to issue such rights and explain the procedure you should follow if you wish to participate, as well as any costs or fees you may be charged for doing so.

3.8 We will, if possible, make arrangements for you to accept distributions made up of additional shares in the Company. We will write to you if the Company proposes to make such a distribution and explain the procedure you should follow if you wish to participate.

3.9 In the event of a demerger, capital reorganisation or restructuring of the Company, we will assess what to do and contact you at the time. We will not be obliged to take any action unless the Company gives us reasonable notice and pays any costs we may incur. These are two possible courses of action:

- if the resulting company offers a nominee service, we will normally send you their terms and conditions and, unless you tell us

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otherwise, include your shares in that alternative nominee service; or

- if no nominee service is offered, we will normally try and arrange for you to hold shares in the resulting company under the terms governing the demerger or restructuring.

3.10 If there is a takeover or other offer for your shares, the Nominee will not accept it unless we have your specific instructions to go ahead, or if the shares are being acquired compulsorily. On your behalf the Nominee will accept any compulsory purchase notices concerning your shares. In these circumstances the Nominee will accept a cash offer so long as it is one of the alternatives on offer. We will not, however, be liable for any resulting tax or other financial liability. If any other rights are offered in connection with your shares, we will take all reasonable steps to ensure that, as nearly as reasonably practicable, you receive the same rights as you would have done as a shareholder in your own name.

3.11 If any shares in the Company are allocated to Computershare Nominee (for example, because of a bonus or other capitalisation issue), we will reallocate them to eligible members of our nominee service on a pro rata basis. If there are any remaining fractions, we will aggregate and sell them, then either keep the proceeds or give them to charity.

3.12 As explained below, we will provide you with shareholder documentation where the Company supplies this to us, but we cannot be held responsible if they fail to do so. Where you have elected to receive information generally available to shareholders in the Company, you will be notified in writing of, and given access to, website communications provided by the Company to its shareholders, including the Company's financial statements. Where you have elected to receive notification that documents or information provided to shareholders is available on the Company's website by email, you must have provided us with a valid email address. If you fail to do this, we will send the notification in the post to your last known address. Where you wish to receive all information and documents provided generally by the Company to its shareholders in paper form you must notify us in writing accordingly. In any case, we will provide individual documents and pieces of information in paper form within 21 days of receiving your written request to do so.

3.13 You may change your mind at any time about whether or not you wish to receive the same information as that sent to the Company's shareholders and the form in which the information is to be provided. Please notify us at Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6ZZ if you do change your mind.

### 4. Voting at Company Shareholder Meetings

4.1 Where you have elected to receive information generally available to shareholders, we will endeavour to provide you with information about shareholder meetings in the form elected in accordance with clause 3.12 above. You must elect to receive information in paper form if you wish to receive a hard copy voting form which you can use to give us your instructions. If you have elected to receive shareholder communications via the Company's website, this voting instruction form will be made available to you by electronic means as notified to you from time to time. However, at the discretion of the Company, we may send any shareholder communication to you in hard copy format, including a hard copy voting form. We will vote in line with your voting instructions where these are received at least 3 Business Days prior to the relevant meeting. If you do not give us any instructions, we will not vote on your behalf. Alternatively, you may be appointed as a proxy for the Nominee and be entitled to vote at shareholder meetings on behalf of the Nominee on a show of hands, and on a poll but only in respect of the number of shares in the Company which are held by the Nominee as nominee for you.

4.2 You may attend and speak at any shareholder meeting.

### 5. Keeping you informed about your holding

We will send you a statement of the number of shares we hold for you, and details of their current market value as soon as you join the nominee service, and a statement each year after that. A statement will be sent within one calendar year of your Aviva Share Account being opened and shares purchased through, or transferred into the account. If you need us to confirm your holding in writing in between these times, there may be a fee to pay. But you are welcome to check your holding at any time on our website at [www.investorcentre.co.uk](http://www.investorcentre.co.uk)

### 6. Adding to your holding

If you have bought or become entitled to more shares in the Company, you may transfer them to our nominee service - for the Nominee to hold under these same terms and conditions - at any time. If you become entitled to more shares as a result of your nominee holding, they will automatically be added to your holding as explained in clause 3.11.

### 7. Dealing in your shares

7.1 Buying shares;

If you wish to buy more shares to be held in the Aviva Share Account, you can only do so by using the Aviva Share Account 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. The Aviva Share Account Share Dealing Facility is currently provided by Computershare, but, at the discretion of the Company, can be extended to include other brokers. All shares purchased by you through the Aviva Share Account Share Dealing Facility will be registered in the name of the Computershare Nominee and credited to the Aviva Share Account in your name. For further information and the terms and conditions please visit [www.computershare.com/sharedealingcentre](http://www.computershare.com/sharedealingcentre) or call 0370 703 0084. Call charges will vary depending on your telephone service provider and may be included as part of your call package. For specific charges please contact your telephone service provider, but note that calls from a mobile telephone may be significantly higher compared to a landline.

7.2 Selling shares;

If you instruct Computershare to sell some of your shares, you may only sell those shares through the Aviva Share Account Share Dealing Facility (subject to its terms and conditions). The Aviva Share Account Share Dealing Facility is provided currently by Computershare, but, at the discretion of the Company, can be extended to include other brokers. For further information and the terms and conditions please visit [www.computershare.com/sharedealingcentre](http://www.computershare.com/sharedealingcentre) or call 0370 703 0084. If you wish to use another dealing service to sell your shares you will need to transfer your shares out of the Aviva Share Account into your name on the register of shareholders as set out in clause 15 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. You will receive a contract note confirming the details of the transaction when you buy or sell shares.

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### 7.3 Dealing for Corporate Entities;

The Aviva Share Account Share Dealing Facility does not allow corporate entities to use the internet or telephone dealing services. However if trading is required please contact us on 0371 495 0105 for further advice. Call charges will vary depending on your telephone service provider and may be included as part of your call package. For specific charges please contact your telephone service provider, but note that calls from a mobile telephone may be significantly higher compared to a landline.

### 7.4 Dealing for Restricted Jurisdictions;

The Aviva Share Account Share Dealing Facility terms and conditions will specify those jurisdictions to which it cannot provide dealing services (such as shareholders resident in the USA and Canada). For full details please refer to the Aviva Share Account Share Dealing Facility terms and conditions.

### 7.5 General Dealing Provisions;

The Aviva Share Account Share Dealing Facility is offered on an execution only basis. You should ensure it meets your own requirements. Neither the nominee service nor these terms and conditions are a recommendation to buy, sell, donate or hold shares in Aviva plc. If you are unsure of what action to take you should obtain independent professional advice.

## 8. Tax

You will be responsible for paying any taxes or duties due in connection with your shares; we will not be liable for them in any way.

## 9. Joint holders and trusts

9.1 Computershare Nominee may hold shares for up to four joint holders.

9.2 Normally we will only accept instructions signed by all joint holders. We may, however, always at our sole discretion, agree to act on instructions signed by one or more joint holders - rather than by every one of you. We will not be liable for any loss a joint holder may suffer as a result.

9.3 We and Computershare Nominee cannot and will not take formal notice of any trust affecting the shares, whether express, implied or constructive.

## 10. The security in your shares

10.1 Your shares will not be lent to, nor deposited as collateral with, a third party. No money will be borrowed for you against the security of your shares.

10.2 You must not assign or transfer your interest in the shares to anyone else. We and Computershare Nominee will not be bound to take notice of, nor arrange to carry out, any trust, mortgage, charge, pledge or claim in favour of anyone else. We may ignore any notice we receive concerning the right, title, interest or claim of anyone else to an interest in your shares, except when that interest has arisen through bankruptcy, court order or death.

## 11. Communications between you and us

11.1 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.

11.2 Please address all letters, instructions, notices, change of address notifications and other documents for us to: The Manager, Aviva Share Account, Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6ZZ. You must send us any instructions or notices in writing and signed - and we need an original paper document, not a fax or email.

11.3 You may also contact us via the internet, at [www.investorcentre.co.uk/contactus](http://www.investorcentre.co.uk/contactus) or by telephone on 0371 495 0105. Lines are open from 8.30am to 5.30pm (UK time), Monday to Friday. Call charges will vary depending on your telephone service provider and may be included as part of your call package. For specific charges please contact your telephone service provider, but note that calls from a mobile telephone may be significantly higher compared to a landline.

11.4 You may not cancel or amend any instructions to us once such instructions have been posted.

11.5 If you are sending an instruction under a power of attorney you should indicate this fact and enclose the original power of attorney or a copy certified by a solicitor or notary public, which will be inspected by us and returned to you.

11.6 We will send all payments, notices and other documents by post (this includes notification of document availability on the Company's website subject to prior notification of this communication method being delivered) 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 the sole or first-named joint holder has given us an email address:

- we will have a discretion to send any notices or other documents to you via that email address; and
- by sending to that email address a link to our website, we will have a discretion to use that website to provide to you (together with other users of our nominee service), general information or documents relevant to these terms and conditions in the future. For example, we may use the website to advise you of updates or amendments to these terms and conditions, or new fees and charges, rather than having to send this type of information to you (and all other users of our nominee service) individually by post or email. 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 signed 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, if we have reason to believe its distribution in your country might be forbidden by law.

11.7 Everything we send you is at your own risk, including any cheque or electronic payments. If we are unable for any reason to send you a payment electronically, we may send it by cheque instead.

11.8 We cannot take any part in, nor responsibility for, arrangements between joint holders over sharing information or accounting among themselves.

11.9 If there should be any dispute or court proceedings concerning your shares or your beneficial interest in them, you must let us

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know straightaway. If we become aware of a dispute between you and a third party, or between any joint holders, over ownership of the shares, we may decide that we must see an agreement signed by the disputing parties or a court order before we can act on any more instructions. If an agreement or court order of this kind is ever made affecting your shares, you must send us a copy as soon as possible afterwards.

11.10 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.

### 12. When you cannot be traced

If we have sent documents to you at your registered postal address on the sub-register, or, where elected, your valid email address, and on two separate occasions they have been returned or not validly delivered, or dividend warrants have been returned or have not been cashed on two occasions in a row, and, after making reasonable enquiries, we cannot find your current postal address or email address, as the case may be, we do not have to send any more documentation to you until you tell us your address.

### 13. Protecting your personal data

13.1 You agree that we may keep the personal details that you or others give us during your relationship with us. These details may include:

- information that you or your agents give us on application forms, in letters, via electronic messages or over the telephone;
- what we know from providing you with this nominee service and analysing the transactions you carry out through us;
- information that comes to us from credit reference and fraud detection agencies or services, and registration or stockbroking industry exchanges; and
- information we receive from our client companies or their agents.

We may store, use and process your personal information in order to:

- assess your application to participate in this nominee service;
- provide you with nominee services;
- identify other products and services that might be suitable for you;
- keep our records about you up to date;
- check your identity;
- prevent and detect fraud and/or money laundering;
- recover debts; and
- carry out research and statistical analysis about our services and how we might improve them. Sometimes we may use an outside market research agency to do this for us, in which case we undertake to ensure that they appropriately protect any personal customer data we share with them.

13.2 Under the Data Protection Act 1998 you are entitled to a copy of the information we hold about you on request, on payment of a fee. If you think any information we hold about you is inaccurate, don't hesitate to let us know so that we can correct it.

13.3 The information we hold about you is confidential. We will only ever disclose it outside Computershare:

- at your request or with your consent;
- in line with clause 13.1 above;
- if the law requires or permits disclosure, or there is a duty to the public to reveal it;
- if we are asked to do so by the FCA, the London Stock Exchange or any other relevant regulatory authority or exchange in the UK or overseas;
- to investigate or prevent fraud or other crimes;
- to the Company so that they can update their own records about you; and/or
- to our agents and others in connection with running accounts and other services for you, to any individual or company to whom we propose to transfer our obligations and rights in line with this clause 13 of these terms and conditions.

13.4 We may administer accounts and provide you with some nominee 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 nominee 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).

13.5 In order to comply with UK money laundering regulations, we may need to confirm your identity. To help us do this, we may:

- make a search with a credit reference agency, which will keep a record of that search and will share that information with other businesses, and/or
- ask you to supply us with proof of identity.

This could lead to a delay in carrying out an instruction you've given us or not being able to carry out an instruction at all. In any of these circumstances, we will not be responsible for any resulting loss.

13.6 We monitor and record some telephone calls in case we need to check we have carried out your instructions correctly and to help maintain our quality standards and for security purposes.

### 14. Transferring our obligations

We may at any time transfer all or any of our rights and obligations under these terms and conditions to any person (the "Transferee") who is, in our reasonable opinion, able to perform our obligations under these terms and conditions. The transfer will be given effect by us and the Transferee sending a transfer notice to you specifying the date (the "Transfer Date") on and from which the Transferee will assume our

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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 (without limitation) changes of address and banking details, will be set out in the transfer notice. The transfer will not affect any rights you may have which relate to the period before the Transfer Date. With effect from the Transfer Date:

- you authorise the transfer of all cash, shares and information held for you to the Transferee or a suitable nominee of the Transferee;
- You agree that 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 to will follow the requirements of the FCA Rules or apply adequate equivalent measures to protect your client money;
- 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 us;
- we shall be released and discharged from all of our obligations and liabilities under these terms and conditions;
- references to us shall be read as references to the Transferee; and
- the Nominee shall be discharged from any obligations which it may have and substituted by the Transferee or a suitable nominee of the Transferee.

### 15. If you want to cancel or leave the nominee service

You have two separate rights - cancellation rights, which apply only when you first join the Aviva Share Account, and withdrawal rights, which apply at any time thereafter. They are simply two separate mechanisms you can use to leave the Aviva Share Account.

**Cancellation:** You can cancel your activation of the Aviva Share Account within fourteen calendar days of the date on which you first activate the account (the "Cancellation Period") and request that all of your shares (if any held in the Aviva Share Account) should be transferred into your own name. No fees will be payable as outlined in clause 18. However, you will lose your cancellation right if you make a request during the Cancellation Period for us 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 Aviva Share Account you should advise us 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. Once the aforementioned transfer has been effected we will then no longer hold the shares for you, remit any cash arising from dividends in accordance with clause 3 above and the terms and conditions of the Aviva Share Account will not apply to those shares. If you do not exercise your right to cancel we will provide the agreed nominee services in accordance with these terms and conditions.

**Withdrawal:** If you no longer wish to hold your shares through the Aviva Share Account you may give Computershare notice to terminate at any time in writing. You will be required to pay any applicable charges and any stamp duty associated with the removal of your shares from the Aviva Share Account and their transfer into a CREST participant account specified by you or the registration of the underlying Shares in your name on the Aviva Share Register. You need to give the details of the full name and Shareholder Reference Number (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.

Whenever shares are transferred into your name only sterling bank mandates given by you relating to 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.

### 16. Notification of death

The rights to your shares pass to your legal representatives on your death. They must provide us with an original or certified copy (certified by a solicitor, Commissioner for Oaths or Justice of the Peace) of Grant of Probate or Letters of Administration, before we can carry out their instructions. If the relevant shares are held on behalf of more than one person, and after the event the shares are held on behalf of the other person(s) then the nominee service will continue to apply and we will follow the instructions of the second person.

### 17. Terminating our nominee service

This agreement may be brought to an end at any time by us giving you 30 days' notice or automatically if the agreement between us and the Company under which we provide this nominee service comes to an end. In either case, the completion of transactions already under way will not be affected. We may choose to withdraw this nominee service due to developments in legislation without giving you any notice that the nominee service is no longer available.

### 18. Charges for your nominee service

At present we charge you nothing for holding your shares in our nominee service and taking care of much of the administration. We may charge fees for transferring your shares to and from Computershare Nominee, and some other services provided under this agreement. Our current fees and charges for these other services are available upon request from Computershare, as we may review these amounts from time to time. Instances where we may increase our charges may include but are not limited to:

- (a) increases in inflation;
- (b) changes in interest rates;
- (c) increases in our running costs of the nominee service;
- (d) additional charges imposed by parties we work with in connection with the provision of the nominee service;
- (e) new services being offered under the nominee service;
- (f) alterations in the provision of the nominee service being provided; and/or
- (g) tax or legal changes.

If at any time you would like an update on our fees they are available from us on request. In addition to the charges outlined above, we receive fees from the Company sponsoring the nominee service. The Company sponsors this nominee service so that you can benefit from holding your shares in an electronic account at low cost. The fees are negotiated regularly with the Company, with the actual charge made to the Company reflecting the size, complexity and value of the nominee service and the overall relationship with the Company. We may also receive fees from brokers with whom the Company has set up arrangements for you to sell your shares or buy additional shares (if applicable). These fees are charged by us for trade settlement and share register access administration. The broker should give you details of these fees at the time of your trade. More information about these fees is available on request. You may be required to pay VAT in addition to these fees where applicable.

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### 19. Changing this agreement

We may change these terms and conditions from time to time in order to:

- comply with changes in law or regulation;
- correct inaccuracies, errors or ambiguities;
- take account of any corporate reorganisation inside 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 nominee 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;
- administrative procedures and routines; and/or
- market practice and overall customer requirements.

If we intend to change the terms and conditions and the alteration is material we will give you at least 20 days' written notice of the alteration, unless it is impracticable to do so. See also clause 11.6 above as to when we may use email or a website to provide you with such notice. Remember also that you have a right to leave the nominee service if you do not like an alteration that we propose to make to these terms and conditions, by following the procedure in clause 15 above.

### 20. The extent of our liability

20.1 We and Computershare Nominee will take reasonable care in operating the Aviva Share Account, but will not be responsible for any losses or expenses you incur under this agreement, unless they are foreseeable by us and you at the point of entering into these terms and conditions as a consequence of, and are caused by, our breach of these terms and conditions, our breach of the FCA Rules, or our fraud, wilful default or negligence. Even in the event of our breach of the terms of these terms and conditions, 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).

20.2 Neither we nor Computershare Nominee act as agent for the Company or accept any responsibility for anything the Company does or does not do

20.3 Neither we nor Computershare Nominee will be responsible for:

- acting in accordance with a court order (of whatever jurisdiction) or failing to act in accordance with a court order that we have not been notified about;
- forged or fraudulent instructions, and so long as we have shown all due care, we will be entitled to assume that signatures that purport to be yours are genuine;
- if we have agreed to accept a particular instruction over the telephone or by email, ensuring that the caller's or emailer's identity is genuine - unless it ought to be obvious to anyone that it is not; or
- 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 telecoms or computer service, or CREST;
  - the failure of third parties to carry out their obligations;
  - the activities of government or international authorities, including changes in law or regulations; 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; or
  - 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; other than where this results from fraud or a breach of the Conduct of Business Sourcebook or Client Assets Sourcebook in the FCA Rules on our part.

20.4 We and Computershare Nominee reserve the right to delay acting on any particular instruction you give us, in order that we can get additional information from you, and/or comply with any law or regulations, and/or investigate the validity or any other aspect of the instruction. Neither we nor Computershare Nominee will be responsible for any financial loss resulting from such a delay.

20.5 Neither we nor Computershare Nominee will be responsible in any way to anyone for any shortfall that might arise because we are accountable for tax on any of the shares, or any part of the shares, or on any income or capital distribution or other payment they produce, or from any sale proceeds. In order to comply with any tax liabilities of this kind that might arise, we will be entitled to recover the money by making deductions from the income arising from your shares, or by selling any or all of the shares and making deductions from the proceeds.

20.6 We and Computershare Nominee will be entitled to make any agreement with, or give any undertakings to, any tax authority as regards the taxation status of the transactions made under this agreement, and do everything necessary to abide by any such agreement or undertakings.

20.7 We and Computershare Nominee 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.

20.8 All documents are sent to you at your risk.

20.9 Nothing in these terms and conditions restricts any rights you may have under the rules of the FCA or under the Financial Conduct Act 2012.

20.10 Nothing in these terms and conditions excludes or limits in any way any party's (including Computershare Nominee's) liability for:

- death or personal injury caused by negligence; or
- fraud or fraudulent misrepresentation; or

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- a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 and section 2 of the Supply of Goods and Services Act 1982; or
- any other matter for which it would be illegal or unlawful to exclude or limit or attempt to exclude or limit its liability.

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

### 21. Indemnifying us

21.1 You agree to indemnify us and Computershare Nominee and our respective agents, officers and employees for any liabilities 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 or Computershare Nominee's wilful default, negligence or fraud or a breach of the FCA Rules. Should you owe anything as a result of this indemnity, we will be entitled to deduct enough from any income arising from your shares, or to sell all or any of your shares and take enough money from the proceeds, to cover everything you owe.

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

- complete or partial termination of this agreement; or
- our or Computershare Nominee's resignation or replacement.

21.3 If you are liable under the terms of this agreement to pay us a sum of money and the law requires tax to be deducted or withheld from that sum, you must pay us enough to cover both your liability and the tax sum involved in full. We and you agree to make any payments and adjustments necessary to achieve this.

### 22. Conflicts of interest

22.1 Computershare Investor Services PLC has established and implemented a Conflicts Policy (which may be revised and updated from time to time) in line with the FCA Rules, which sets out how we must seek to identify and manage all material conflicts of interest. Such conflicts of interest can occur in our day to day business activities; for example, where one of our clients could make a gain at the direct expense of another client, or we might be faced with an opportunity to make a gain but this would be to the direct disadvantage of one or more of our clients.

22.2 Depending on the exact nature of the conflict of interest involved, we may take certain actions in accordance with the Conflicts Policy to mitigate the potential impact of the conflict. Such actions may include putting in place controls between the opposing sides of the conflict, which may control or prevent the exchange of information, and/or involve the appropriate management of staff activities and segregation of duties. Where such controls would be insufficient to eliminate the potential material risk of damage to clients from specific conflicts, then we will disclose the general nature and/or source of those conflicts of interest to you prior to us undertaking the relevant business.

22.3 You'll find full details of our Conflicts Policy on our website at [www.investorcentre.co.uk](http://www.investorcentre.co.uk), or you're welcome to contact us and ask us for a printed copy.

22.4 At the time of the issue of this document no material conflicts of interest were identified which could not be managed in accordance with clause 22.1 above.

### 23. 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.

### 24. No third party rights

The parties to this agreement are you and us (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.

### 25. Complaints and Compensation

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 nominee 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](http://www.financial-ombudsman.org.uk)

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 became insolvent, you may be covered under the FSCS for up to £85,000 (£75,000 from 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](http://www.fscs.org.uk)

### 26. Permitted Countries

The Permitted Countries for the Aviva Share Account are set out below. If you are resident in another territory you will be excluded from participating in the Aviva Share Account. If you are unsure of your status please call Computershare on +44 (0)371 495 0105 (if calling from the UK and other jurisdictions). The permitted jurisdictions for the Aviva Share Account are: Argentina, Austria, Belgium, Botswana, Brazil, Bulgaria, Chile, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Guernsey, Guinea, 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.

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