



## 1. INTRODUCTION

These Terms and Conditions ("this agreement") set out your rights and obligations in connection with your use of the Shareview Service which we make available through the Shareview Websites. All the terms of this agreement are legally binding, so please read them through carefully.

Unless stated otherwise, these terms apply to all versions of the Shareview Service, including the public Shareview Portfolio service (which enables you to view the above interests, plus a wider range of Investments) and the Employee Share Plans Portal ("ESP Portal"), the Equiniti Premier Portal and the tOption Portal, which allows you to view your interests in your employer's Employee Share Plans.

The ESP Portal, Equiniti Premier Portal and tOption Portal are only offered by Equiniti Limited ("Equiniti") by prior arrangement with an employer who will inform you if this service is available to you. Individuals with access to one of the Shareview Services, may be able to navigate to another Portal without repeating the login process, in order to view your other Investments.

You can use the Shareview Service to access information about certain Products for which we act as Registrar and which you hold. You can do this by recording details of your eligible interests in such Product(s) in a Portfolio which you create in the manner described in this agreement. If you are using the ESP Portal, Equiniti Premier Portal and the tOption Portal, your interests in a Product should be displayed once you have registered, avoiding the need to manually record details of the Product. However, if any Products are not automatically amalgamated, you will be able to add them manually.

For convenience, in the Portfolio, you can also use the Shareview Service to store details of Products, whether or not we are the Registrar, as "Investments Held Elsewhere".

### **THIS AGREEMENT:**

- if you are an existing customer, REPLACES ALL EARLIER TERMS AND CONDITIONS relating to the Shareview Service except where we advise you otherwise; and

- **SHOULD BE READ TOGETHER WITH THE LIMITATIONS OF SERVICE** which sets out certain limitations that apply to the Shareview Service and other matters that you should take into account when using the Shareview Service.

**IMPORTANT: Please note that the Shareview Service may enable you to access third party services that may be subject to additional Terms and Conditions. By accepting these conditions, you agree to us providing these third parties with your personal information in accordance with clause 20.7 below.**

In clause 23 you will find definitions of some of the words and phrases used in the rest of this agreement.

## 2. APPLICATION

2.1. The information relating to the Shareview Service on the Shareview Website constitutes an invitation by us to you to apply for the Shareview Service. However, we are not bound to accept or consider any application submitted to us. You will only be able to apply for access to an ESP Portal, Equiniti Premier Portal and tOption Portal, where Equiniti provides this service in agreement with your employer.

2.2. In order to register for the Shareview Service, you must:

- be aged 16 or over (this requirement does not apply if the applicant is a company);

- have sufficient access to the internet to the standards set out in the Technical Help section of the Shareview Website (in some ESP Portals this section may have a different title);
- unless your account is automatically populated with your Product(s), (as should be the case with the ESP Portal, Equiniti Premier Portal and tOption Portal) enter valid details of a company or Product(s) for which we are the Registrar and in respect of which you are recorded by us as having an interest either alone or, if you hold it jointly with others, as the first named holder (this will be your first Investment with Equiniti); and
- provide further details such as an e-mail address, date of birth, and security information, and choose a password.

2.3. The Shareview Service is primarily aimed at individuals within the UK and may not be available to persons outside the UK. We may from time to time notify you of the geographical limits to the availability of the Shareview Service. If you access the Shareview Service from a country other than the UK, it is your responsibility to ensure that there are no legal prohibitions or restrictions on such access, and that you comply with local law.

2.4. When you complete all the details requested in the online application form “Registration” and click the “Sign Up Now” button you:

- confirm that you have read and have agreed to be bound by the Terms and Conditions of this agreement on which we rely;
- confirm that where joint holdings of Products are affected, you are acting with the consent of all joint holders; and
- make an offer to apply for the Shareview Service on the terms of this agreement.

2.5. Your Activation Code, if you are registering for the ESP Portal or the Equiniti Premier Portal with your work e-mail address, your activation code will be sent direct to your work mailbox. However, unless your employer has agreed for us to send Activation Codes by e-mail, if you register using your personal e-mail address, the Activation Code will be sent to your registered address. The only exception to this is if we agree a “single sign on” option with your employer for an ESP Portal, in which case, once registered, you will be able to proceed immediately into the ESP Portal without waiting for an Activation Code.

2.6. The exact form of name and registered address which are recorded in the relevant register of securities or other Products or interest for (a) in respect of Shareview Portfolio, the first Investment with Equiniti that you provide us with details of when registering, or (b) for the Product(s), in respect of a ESP Portal, Equiniti Premier Portal and tOption Portal, are referred to in this agreement as your “Shareview Name and Address”. This will be used to send you essential information such as annual reports or notices of meetings. Therefore, it is important that you keep this up to date.

2.7. For Shareview Portfolio users, if you have interests in Investments with Equiniti using different names or registered to different addresses, you can register separately for the Shareview Service against each separate name and/or address, but please note that our system will treat each such separate registration as being a separate Portfolio entered by a different person and will not make any link between them or amalgamate them in any way.

2.8. If you want more information about changing the name and address against which any Product(s) you hold are registered, please contact us using the telephone number or postal address in the “Contact Us” section of the Shareview Website. If you are an ESP Portal, Equiniti Premier Portal and tOption Portal user, you should update your name and address details via your employer unless the website or Portal permits you to change your details directly. For any change of personal details relating to your

Global Nominee Account, contact the Nominee Team on [nominee@equiniti.com](mailto:nominee@equiniti.com) for a “change of personal details” form.

### **3. YOUR E-MAIL ADDRESS**

3.1. You must register an e-mail address to register for the Shareview Service. You must update the Shareview Service immediately with any change in your e-mail address by using the facility in the “Change Preferences” section of the Shareview Website or the equivalent section in the ESP Portal. For any change of personal details relating to your Global Nominee Account, contact the Nominee Team on [nominee@equiniti.com](mailto:nominee@equiniti.com) for a “change of personal details” form.

3.2. Your registered e-mail address will be used for Multifactor Authentication purposes when logging in to your Share Portal Account. A one-time password will be sent to your e-mail address which you will be requested to enter at the Shareview Portfolio log in screen.

3.3. For Shareview Portfolio, you can use the Shareview Service to notify us of your preferred format for company mailings. Company mailings may include notices of meetings, annual reports or reviews, dividend information or notification of company schemes or Product(s) in which you may be interested. If you select the e-communications preference, we will send you mailings electronically instead of on paper, whenever this alternative is available. You may also be expected to submit proxy appointment (voting) instructions electronically. In general, this mailing preference will be applied to all Investments with Equiniti in your Shareview Portfolio. Where electronic mailings are not offered you will continue to receive these by post.

In respect of ESP Portal, Equiniti Premier Portal and tOption Portal, there is no option to select e-communications over paper, as the default position is that, unless we are required to send company mailings by post, you will receive notifications by e-mail, depending on the preference selected. The e-mail address provided to us through the ESP Portal (preferably your work e-mail address) will only be used for communications regarding the Products in the ESP Portal, not for communications regarding Investments or Products in any other Shareview Services you may have.

3.4. E-mail is not a completely reliable or secure method of communication and we cannot accept responsibility if information which you have requested be sent to you by e-mail is lost in transmission, undelivered or intercepted.

3.5. For Shareview Portfolio, if you have any Investments with Equiniti in your Portfolio which relate to Products which you hold jointly with others you must not select the e-communications preference unless you have the consent of all of the other joint holders of those Investments with Equiniti.

3.6. If we hold separate accounts for you on our system, or you have more than one Shareview Portfolio, you may be able to assign different mailing preferences individually to these. In the event that you wish to assign different mailing preferences to your interests and/or Product(s), but you are not able to do this via your Portfolio, please contact the Shareview Helpline, details of which can be found in the “Contact Us” section of the Shareview Website. In relation to mailings about the ESP Portal, Equiniti Premier Portal and tOption Portal, please refer to clause 3.2 and note that those mailings will only relate to the Product(s) in the ESP Portal.

### **4. ADDING INVESTMENTS TO YOUR ACCOUNT WHERE WE ARE THE REGISTRAR**

4.1. A Product is added to your Shareview Portfolio, by selecting from the list of Products for which we act as Registrar, a named Product in respect of which you are recorded by us as having an interest. Where your interest in such Products increases or decreases, or you obtain an interest in new

Product(s) for which we are the Registrar, this will generally be automatically updated in your account. However, where we are unable to update or amalgamate your interests, you can do so manually.

4.2. We will update the balance of your Investment(s) with Equiniti in your Shareview Portfolio, or Product in your ESP Portal, Equiniti Premier Portal and tOption Portal, with acquisitions or disposals entered in our records provided that those transactions are made using your Shareview Name and Address.

**We may also update your Shareview Name and Address to reflect any changes you notify to us (e.g. as a result of marriage). The Shareview Website contains help and guidance for Shareholders in changing their Shareholder details.** However, you are responsible for and it is important for the purposes of security that you ensure that you keep your name and address in respect of any Investments with Equiniti in your Shareview Portfolio and your Shareview Name and Address up to date. If you are an ESP Portal, Equiniti Premier Portal and tOption Portal user, you should update name and address details via your employer unless the Portal permits you to change your details directly. Please note that, although the ESP Portal allows you to change the name by which you are greeted, this is not sufficient to constitute a formal name change in our records. For any change of personal details relating to your Global Nominee Account, contact the Nominee Team on [nominee@equiniti.com](mailto:nominee@equiniti.com) for a “change of personal details” form.

4.3. For Shareview Portfolio only, you may add an Investment with Equiniti held jointly with others, if you are the first named holder. The name of the holder of any Investment with Equiniti to be added to your Portfolio (or the first named holder in the case of a joint holding) and the post code of the address registered for the holder of that Investment with Equiniti must match exactly your Shareview Name and Address. For more information on consolidating your Investments with Equiniti please see the Frequently Asked Questions section of the Shareview Website.

4.4. For Shareview Portfolio only, if an Investment with Equiniti in your Portfolio is also held in another Portfolio, we may notify you when you next log on. You can then follow the on screen instructions or contact us if this is cause for concern using the telephone number or postal address in the “Contact Us” section of the Shareview Website.

## **5. ADDING AN INVESTMENT HELD ELSEWHERE TO YOUR PORTFOLIO**

This feature does not apply to the ESP Portal, Equiniti Premier Portal and tOption Portal.

5.1. You can choose from a range of Products (which may be wider than those for which we act as Registrar) and add these to your Portfolio. These are referred to as Investments Held Elsewhere. You can also use this facility where you wish to include a Product where you are not the first named holder or where you hold a Product with name or address details which are not the same as your Shareview Name and Address.

5.2. We will **not** update the balance of Investments Held Elsewhere even where we are the Registrar in respect of any of the relevant Products. You alone will be responsible for maintaining the details of your Investments Held Elsewhere and you may add or remove an Investment Held Elsewhere whenever you access the Shareview Service.

5.3. The Shareview Service may also provide an Indicative Price for each Investment Held Elsewhere but the other information which we provide in relation to Investments with Equiniti (e.g. recent balance movements, standing instructions for the payment of dividends into a particular bank account, etc.) will not be available for Investments Held Elsewhere.

## **6. POINTS TO NOTE ABOUT THE SHAREVIEW SERVICE**

6.1. For Shareview Portfolio, if for any reason (for example in accordance with Clause 6.5) and at any time, all of your Investments with Equiniti have been removed from your Portfolio:

- you may continue to use the Portfolio for any Investments Held Elsewhere you may have; but
- your Shareview Name and Address will no longer be updated; and
- you may not be able to add a new Investment with Equiniti in respect of a Product for which we act as Registrar; instead, you may need to submit a new online application and open a new Portfolio.

6.2. For Shareview Portfolio, where joint holdings are included, whether as Investments with Equiniti or Investments Held Elsewhere, you must have the permission of all holders to input and access information relating to those joint holdings.

6.3. For Shareview Portfolio, you have the responsibility for maintaining, adding or removing Investments with Equiniti and Investments Held Elsewhere as appropriate.

6.4. The Shareview Portfolio, ESP Portal, Equiniti Premier Portal and tOption Portal are not a register of legal ownership of securities or other Products but are simply a convenient means of displaying information about some of the Products you hold or have an interest in.

6.5. If you do not logon to the Shareview Service for 18 months, your account may be deleted and your use of the Shareview Service may be terminated.

6.6. If Equiniti ceases to be the Registrar for, or if the balance of a Product represented in an Investment with Equiniti in your Shareview Portfolio, stays at zero for one month, the details of that Product may be removed. Any new acquisition of such Products will then have to be added in the way described in Clause 4.1.

6.7. If you are using a version of Shareview Service that is branded to a third party company, not all of the features of the Shareview Service will necessarily be available to you.

## **7. LIMITATIONS ON THE SHAREVIEW SERVICE**

7.1. The balance of your interests shown in your Shareview Portfolio or ESP Portal, Equiniti Premier Portal and tOption Portal will not always reflect your actual interest.

7.2. The accuracy of the Indicative Price displayed for any one of your Products, or the Indicative Value of your interests, depends on the accuracy of the Shareview Portfolio, ESP Portal, Equiniti Premier Portal and tOption Portal and the price information we receive. This price information is not real time. You MUST NOT use the Indicative Price or the Indicative Value as the basis of a decision to deal or not to deal in a Product.

7.3. The “Watch List” tool, which may be made available to you as part of the Shareview Service, and forming part of the Shareview Service Software, in no way relates to the Product(s) in your Shareview Portfolio, and is merely intended as an additional functionality of the Shareview Service in order to provide you with informative data in relation to selected Product. Such data is dependent upon the accuracy of the data we receive via our information feed and should not be used as the basis of a decision to deal or not deal in a Product. The “Watch List” tool is not relevant to the ESP Portal, Equiniti Premier Portal and tOption Portal.

7.4. Please see Limitations of Service at the end of this document for additional limits on the Shareview Service.

7.5. You can obtain an accurate statement of your interests in respect of any Product administered by Equiniti as at any particular day by writing to us at the address given in the “Contact Us” section of the Shareview Website quoting the name of the Product, your shareholder reference number or unique reference number and your name and address. Alternatively, for the ESP Portal, Equiniti Premier Portal and tOption Portal, you can obtain this information by contacting the person within your organisation responsible for the administration of the Employee Share Plans or of employees’ interests.

7.6. For Shareview Portfolio, you can obtain an accurate statement of your interests in respect of any Investment Held Elsewhere as at any particular day by writing to the registrar of the relevant Product quoting the name of the Product, your shareholder reference number or unique reference number (if any), your name and address and any other information that the registrar may require.

7.7. In the event of any discrepancy between what is displayed on the Shareview Service and what is recorded on the relevant register of securities or other Products or interest, the register will prevail.

## **8. USEFUL INFORMATION**

Useful information is available through the main menu and includes Important Information, How to Update Details, Frequently Asked Questions (FAQs), Contact Us and Technical Help. Please note that for ESP Portal, we may change these titles if requested by your employer, but the menu section headings will be no less clear.

## **9. YOUR RESPONSIBILITIES FOR SECURITY**

9.1. To ensure that you alone are able to access the Shareview Service and give instructions concerning your Shareview Portfolio, ESP Portal, Equiniti Premier Portal and tOption Portal through the Shareview Service, you must keep strictly to the security procedures detailed below.

To enable you to use Shareview Portfolio, we will give you your User ID and you must choose your own Password. To use an ESP Portal, Equiniti Premier portal and tOption Portal, your User ID will be one or more identifiers chosen by your employer which are already familiar to you e.g. your Employee ID or National Insurance number. Your User ID and your password are your security codes and both will be used, along with your date of birth in some cases, to identify you whenever you access the service. It is also possible to log into an ESP Portal using the log-in credentials that you use for Shareview Portfolio.

### **Safeguarding your Passwords**

9.2. In order to maintain the security of your Portfolio we recommend you change your password from time to time. In selecting a password, you must meet the password selection criteria indicated on screen.

9.3. Your Password must comply with any password selection criteria indicated on-screen, or in the absence of any such criteria must be between 12 and 64 characters in length. must be a mixture of letters and numbers, and must contain at least one capital letter. You could also consider using a three random word passphrase that is easy for you to remember but difficult for others to guess. You must change your Password each time you are required to do so. You must not choose a Password you have used at any time before. You can also change your own Password and we advise you to do so regularly.

9.4. You must ensure that you do not choose a password that is likely to be guessed by anyone trying to access the Shareview Service pretending to be you: for example, you should avoid your own or a relative's birthday, a child's name or initials, or any part of your telephone number.

9.5. You must take all reasonable steps to ensure that any Password stays secret including following our guidance in the "Frequently Asked Questions" section of the Shareview Website, or a alternatively titled section of an ESP Portal. You must not disclose any details of any Password to someone else, even to someone who jointly holds shares in your Shareview Portfolio, or to a Equiniti staff member, or to someone giving assistance on a technical helpdesk in connection with the Shareview Service.

9.6. You must not record your Password or User ID in a way that could make it recognisable as such.

9.7. If you discover, or suspect that your User ID and/or Password is no longer secret, you must immediately change your Password yourself through the Shareview Service. If you are unable to change the Password, you should contact us using the Shareview Helpline number or address given in the "Contact Us" section of the Shareview Website. If you suspect misuse of your Shareview Portfolio, ESP Portal, Equiniti Premier Portal and tOption Portal, you must contact us using the telephone number or address given in the "Contact Us" section of the Shareview Website and we may then suspend use of your Shareview Portfolio, ESP Portal, Equiniti Premier Portal and tOption Portal. Please note that for ESP Portals, the Helpline number and address may be found under a differently titled section depending on the menu section titles agreed with your employer. However, you can also discuss any security issues in relation to an ESP Portal, Equiniti Premier Portal and tOption Portal with the person within your organisation who has responsibility for administering the Employee Share Schemes.

### **Other Security safeguards**

9.8. You must not allow anyone else to operate the Shareview Service on your behalf.

9.9. You must not leave your system unattended while you are online to the Shareview Service.

9.10. You must not access the Shareview Service from any computer connected to a local area network (or LAN) without first making sure that no one else will be able to observe or copy your access or get access to the Shareview Service pretending to be you.

9.11. You must comply with any other requirements designed to protect the security of your use of the Shareview Service that are notified to you in any way.

9.12. If you are a company, it is your responsibility to ensure that only properly authorised employees are able to operate the Shareview Service on your behalf and that they comply with all the requirements designed to protect the security of your use of the Shareview Service.

### **Forgotten User ID or Password**

9.13. If you forget your Password or, in the context of Shareview Portfolio, your User ID, you can order a reminder by following the instructions given on the Shareview Website.

## **10. AUTHORITY TO ACT ON YOUR INSTRUCTIONS**

10.1. You agree that the use of the User ID and Password agreed between us for the Shareview Service, together with your date of birth, is adequate identification of you. We are entitled to act on your electronic instructions with regard to the Shareview Portfolio, ESP Portal, Equiniti Premier Portal

and tOption Portal given using the User ID and Password for these Shareview Services, without obtaining any further written or other confirmation from you and even if those instructions are not actually given or authorised by you (except where the instruction is given after you have notified us that you have discovered or suspect that the User ID and/or Password is known to someone else in accordance with Clause 9.7).

10.2. An instruction may not always be processed as soon as it is given. Time may be required for some instructions to be processed and certain instructions may only be processed during normal business hours even though the Shareview Service may be operational outside such hours.

## **11. OPERATING TIMES CHANGES OR DISRUPTIONS**

11.1. The Shareview Service will usually be available for use 24 hours a day or at other times notified to you. However routine maintenance requirements, excess demand on the systems and circumstances beyond our reasonable control may mean it is not always possible for the Shareview Service to be available at all times. In connection with the Shareview Service, we are entitled at any time to:

- change the mode of operation or the facilities available, or
- end the provision of the Shareview Service.

If we decide to change or end the Shareview Service, we will try to give you 30 days' notice, or whatever shorter notice period may be reasonable in the circumstances. See also our right to make changes to these Terms and Conditions in Clause 16 below.

## **12. SHAREVIEW SERVICE: THE SOFTWARE AND HARDWARE**

### **Software compatibility**

12.1. It is your responsibility to ensure that the Shareview Service Software that is supplied to you is compatible with a computer or other device from which you access the Shareview Service and any software on that computer or other device.

12.2. As part of Shareview Portfolio, you may be able to download "gadgets" for use in your "Vista toolbar". Any gadget forms part of the Shareview Service Software. We do not guarantee the compatibility of the gadgets within your computer or other device and you should read the FAQ in respect of system requirements. Any information gadget will provide a desktop link to publicly available information only and in no way relays information from your Portfolio. Nevertheless, there are no secure logins in order to view a gadget on your desktop, therefore please be aware that anyone who has access to your desktop will be able to view your gadget and its information content.

### **Protecting against viruses**

12.3. You must take all reasonable practicable measures to ensure that any computer or other device through which you access the Shareview Service is free of any computer virus and is adequately maintained in every way. The Shareview Service can be accessed through the Internet, a public system over which we have no control: you must therefore ensure that any computer or other device you use to access the Shareview Service is adequately protected against acquiring a virus.



### **Using other people's computers**

12.4. You must not access the Shareview Service using any computer or other device which you (or your employer) do not own unless you have first obtained the owner's permission. If you breach this rule, you must compensate us for any loss we suffer as a result.

### **Access through third party services**

12.5. We cannot be responsible for:

- any services through which you access the Shareview Service that are not controlled by us, and
- any loss you may suffer as a result of your using such a service.

You must comply with all the Terms and Conditions of such a service and pay all the charges connected with it.

### **Ownership rights in connection with the Shareview Service Software and other Information**

12.6. By supplying you with the Shareview Service Software to access the Shareview Service, we are granting you a non-exclusive, non-transferable, temporary licence to use the Shareview Service Software for the purpose of accessing the Shareview Service, and for no other purpose. The Shareview Service Software and all material and information supplied to you, including User Guidance, contains valuable information that belongs to ourselves or others. You must not, and you must not permit any third party to:

- use them except in connection with operating the Shareview Service, or
- take copies, sell, assign, lease, sub-licence or otherwise transfer them to any third party, or
- try to decompile, reverse engineer, input or compile any of the Shareview Service Software.

12.7. If you access the Shareview Service from a country outside the UK, you are responsible for complying with the local laws of that country, including obtaining any licence needed for the import of the Shareview Service Software (and, in particular, the encryption software which it contains) into that country.

## **13. THE EXTENT OF OUR LIABILITY FOR YOUR LOSS OR DAMAGE**

13.1. If we are liable for any loss or damage to you as a result of your use of the Shareview Service, except where fraud is involved, we shall only be liable for loss or damage that, in the ordinary course of events, might reasonably be expected to result from the circumstances in question for a normal user of the Shareview Service, even if you have informed us or we ought to be aware of unusual circumstances relating to you. Except where fraud is involved, we shall therefore not be liable for any indirect, special or consequential loss or for any direct or indirect loss of profit. This applies even when the loss or damage results from negligence on our part.

13.2. We are not liable for any direct loss or damage to you as a result of making the Shareview Service available to you, unless the loss or damage is directly caused by our fraud, negligence, breach of this agreement, or our deliberate default. Examples of circumstances in which we will not be liable to you for loss or damage resulting to you through the use of the Shareview Service include (but are not limited to):

- when there are inaccuracies in your Shareview Portfolio, ESP Portal, Equiniti Premier Portal and tOption Portal as a result of changes being made on the basis of instructions given with your User ID and Password but which are not given by you or us (except where the instruction is given after you have notified us that you have discovered or suspect that the User ID and/or Password is known to someone else in accordance with Clause 9.7);
- when there are inaccuracies in your Shareview Portfolio, ESP Portal, Equiniti Premier Portal and tOption Portal which are a result of the limitations on the Shareview Service explained in Limitations of Service;
- any machine, system or communications failure, industrial dispute or other circumstances beyond our control that leads either to a Shareview Service being totally or partially unavailable or to instructions given via the Shareview Service not being acted upon promptly or at all;
- your relying on any financial information provided as part, or by means, of the Shareview Service;
- any misuse of your System by yourself or anyone else other than us; and
- any access to information about your Shareview Portfolio, ESP Portal, Equiniti Premier Portal, and tOption Portal that is obtained by a third party as a result of your using or applying for the Shareview Service (except where that access is obtained as a result of our fraud, negligence or deliberate default).

#### **14. IF YOU BREACH A TERM OF THIS AGREEMENT**

You must compensate us for any loss we suffer as a result of you breaching any term of this agreement.

#### **15. ENDING YOUR USE OF THE SHAREVIEW SERVICE**

15.1. You may cancel your use of the Shareview Service at any time by writing to us at Equiniti, Implementation & Self Service Team, 54 Pershore Rd South, Kings Norton, Birmingham, B30 3EP, or by contacting the Shareview Helpline, details of which can be found in the “Contact Us” section of the Shareview Website (or in an alternatively titled section of an ESP Portal). You will need to provide details of your name, address (including post code) and the companies in which you have Investments with Equiniti (Portfolio).

15.2. We have the right to end or suspend your use of the Shareview Service at any time. We will usually give you at least 30 days’ notice. However, we may give you a shorter notice period or none at all if we consider it necessary, for example, because of security concerns.

15.3. For Shareview Portfolio, we will be entitled to end your use of the Shareview Service immediately if, in respect of any Product(s) included in your Portfolio which you hold jointly with others, any joint holder objects to that interest being included in the Portfolio.

#### **16. OUR RIGHT TO MAKE CHANGES TO THIS AGREEMENT**

16.1. We have the right to change the terms of this agreement at any time by displaying a message when you visit the Shareview Website or by giving you notice either by post, by e-mail or as explained in Clause 18.3 below. Such changes will only be made to:

- comply with changes in law or regulation
- correct inaccuracies, errors or ambiguities

- take account of any corporate reorganisation inside the Equiniti Group or a transfer of our rights, benefits and/or obligations under these Terms and Conditions to a third party, and/or
- reflect changes in the scope and nature of the service we are able to provide, including (but not limited to), where necessary due to:

- our agreements with companies for whom we act as Registrar
- 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.

16.2. We will use our reasonable endeavours to give you 14 days' notice as explained above before any change takes effect. This notice period maybe shorter, however, in some circumstances, including without limitation:

- where this is necessary in order to protect the security of the Shareview Service;
- where updates to the Shareview Services require urgent implementation;
- in other circumstances beyond our control; or
- where you register for the Shareview Service at a time when we have already notified other customers of a proposed change to this agreement, which will come into effect in less than 14 days from the time you registered.

But please remember, you have the right to end your use of the Shareview Service at any time, 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.

We may take your continued use of the Shareview Service after a change has been made as explained above as your acceptance of the revised Terms and Conditions.

## **17. THE VALIDITY OF THE TERMS OF THIS AGREEMENT**

17.1. If one or part of the terms of this agreement proves to be legally unsound or unenforceable in any way, this will not affect the validity of the remaining terms in any way.

17.2. We believe the terms of this agreement are fair to you and to us. If anyone or part of them proves to be not legally valid because it is unfair or for any other reason, we are entitled to treat that term as changed in a way that makes it fair and valid.

17.3. If we relax any of the terms of this agreement once, this may be just on a temporary basis or as a special case; it will not affect our right to enforce that term strictly again at any time.

## **18. COMMUNICATIONS BETWEEN US**

18.1. Except for situations where this agreement refers to your giving us notice by telephone or to your giving notice us to terminate this agreement, you should give us any other formal notices in connection with the Shareview Service in writing (in hard copy form) to: Equiniti Limited, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA (or any other address we may let you have from time to time for this purpose).

18.2. Electronic mail is not a completely reliable or secure method of communication and you must not use it for sending us notices in connection with the terms of this agreement.

18.3 We will send you all notices and other documents relating to the Shareview Service electronically to the e-mail address we hold for you, or by post to the Shareview Name and Address. We will also have the discretion to use the Shareview Website to provide to you (together with other users of the Shareview Service), general information or documents in the future. For example, we may use the website to advise you of updates or amendments to these Terms and Conditions, rather than having to send this type of information to you (and all other users of the Shareview Service) individually by e-mail.

18.4 If you use an ESP Portal and you have opted to receive notifications and alerts via e-mail, we will use the chosen medium to communicate with you, except for company mailings which it is necessary for us to send to you by post. You can cancel the notifications and alerts service at any time by using the opt-out option in the e-mail itself, or by accessing the relevant page in the ESP Portal.

## **19. OUR WEBSITE ADVERTISING**

19.1. From time to time, we may advertise our own Product(s) or Shareview Service, and those of other companies including other companies in the Equiniti Group, on the website for Shareview Portfolio (at [www.shareview.co.uk](http://www.shareview.co.uk)) or otherwise through the Shareview Portfolio service. These advertisements are built into Shareview Portfolio and cannot be suppressed. Accordingly, if, in connection with any other agreements with us, you have asked us not to send you any marketing material (or if you do so in the future), you agree that this restriction will not apply to advertisements of this nature and consent to receiving them when accessing Shareview Portfolio. Where such advertisements are delivered through the secure area of Shareview Portfolio, we may apply a logic driven approach to the type of advertisements seen on screen based upon your details and preferences. If you do not wish to receive such advertisements in your Portfolio you must not agree to these Terms and Conditions and cease to use the Shareview Service by following the procedure in clause 15 above. Please note however that this does not affect your legal right to de-activate “cookies” if you wish to do so (see Clause 20.5 below).

19.2. Products and services advertised will only be available to you if you are resident in the UK unless otherwise stated.

## **20. PROTECTING YOUR PERSONAL DATA**

20.1. You agree that we may keep the personal details that you or others give us during your relationship with us on an Equiniti database. These details may include:

- information that you or your agents give us on application forms, in letters, via electronic messages or over the phone

- what we know from providing you with services 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
- information we receive from our client companies or their agents

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

- assess your identity with our trusted digital identity provider prior to providing access to a Shareview Portfolio
  - provide you with 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.

Unless you tell us not to, we may share information relating to users of Shareview Portfolio with the Equiniti Group and we or they may contact you by e-mail (where this is permitted) or post about:

- Equiniti Group Products and services we believe may interest you. Our group includes all companies with the Equiniti name and associated companies
- selected Products and services from third party businesses we know and trust.

### **Company service communications**

Your company service notifications are set to digital by default. If you wish to amend your preferences, you can do so through the My Details page once you have logged in.

### **EQ Product communications**

You can choose to receive information on EQ and EFSL products and services that may be of interest to you. If you would like to hear about these promotions and offers digitally, please select the Yes option.

If at any time you want to opt out of receiving EQ communications, you can do so through the My Details page once you have logged in.

20.2. 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, do not hesitate to let us know so that we can correct it.

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

- at your request or with your consent
- in line with Clause 20.1 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 Financial Services Authority, 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 or companies for whom we act as Registrar so that they can update their own records about you, or we can verify instructions received from you
- 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 Clause 21 of this agreement.
- if we cease to act as Registrar for one of the companies in which you have an Investment with Equiniti and we are asked by that company to provide them with your e-mail address so that they (or their agent) can contact you about the provision of an equivalent service by the new registrar appointed by them. Your e-mail address will only be used for this purpose and appropriate safeguards will be put in place to protect your personal data.

We may administer your account and provide you with some services via agencies in countries outside the European Economic Area (EEA), including Jersey and other countries such as India or the USA, where data protection laws and standards differ from those in the UK. But even if we are processing your personal details outside of the EEA:

- there will always be a contract in place to ensure that such information is appropriately protected, and
- we will continue to be strictly bound by the UK's Data Protection Act 1998.

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

- confirm your identity by sending your personal details to our trusted digital identity provider. Personal data is securely stored for 6 years and is deleted after this period
- 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.

20.5. We may collect information via “cookies” when you use our website. A cookie is a parcel of text sent to your hard drive, containing information that can identify your computer. Cookies do not contain any personal details unless attached to information collected some other way – for instance, when you fill in and send us an online application. You have legal rights to de-activate certain cookies if you wish to do so and can do this via “Manage Cookie Settings”.

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

20.7. The Shareview Service may allow you to access other features, some of which are delivered by third party companies. Third party features will not be available within ESP Portal, tOption or Equiniti Premier Portal, but may be relevant if users of a portal navigate through to their Shareview Portfolio.

Where you choose to access such features, you will transfer from the Shareview Website to a third party site. By accessing these services through the Shareview Service you will not be required to enter identification and verification information where we have in place contractual arrangements with the third party that allows us to automatically provide such identification and verification information to that third party. As a condition of benefiting from not being required to go through an additional login process, you agree to us providing your details to such third parties for identification and verification purposes connected to your Shareview Portfolio, ESP Portal, Equiniti Premier Portal and tOption Portal and that we shall in no way be liable for any loss or damages you incur as a result of using the third party site. Where you utilise the functionality of these third party services you will be required to agree to additional Terms and Conditions (including the third parties Privacy Notice) between you and the third party. Such Terms and Conditions shall be shown and made available to you either at the time of using such features or beforehand.

## **21. TRANSFERRING OUR OBLIGATIONS**

In accepting these Terms and Conditions you agree that we may transfer our obligations under this agreement to any other company, if that other company writes to you and undertakes to carry out all our duties and obligations under this agreement. If it does so, you agree that we will be released from all those duties and obligations that such company has undertaken to carry out. We shall satisfy ourselves that any such company is competent to carry out those functions and duties transferred and is authorised to do so by the FCA, if such authorisation is required. As part of transferring our rights and obligations to a third party, we may transfer all of the information we hold under these Terms and Conditions to the third party or its agent. If you receive a written notice under this clause, and you decide you wish to end this agreement, you may do so by sending us instructions as explained in Clause 15. No charge will be payable by you for this.

## **22. THE LAW COVERING THIS AGREEMENT**

This agreement is governed by English law. Both parties agree to submit to the jurisdiction of the English courts in connection with any dispute. This does not affect our right to pursue our remedies in the courts of any other jurisdiction that is appropriate.

## **23. DEFINITIONS: THE MEANING OF SOME WORDS AND PHRASES USED IN THIS AGREEMENT**

Some words and expressions used in this agreement have particular meanings as follows:

**Activation Code** means, the code sent to you at your Shareview Services, Name and Address or your e-mail address pursuant to clause 2.5 above.

**Employee Share Plans Portal** means, a Shareview Service whereby your interests in Product(s) which are offered by your employer can be viewed via the ESP Portal which may be accessible from your company intranet, and from which you may be permitted to navigate directly to your Shareview Portfolio account, where relevant.

**Equiniti Group** means, Equiniti Limited, its subsidiaries and parent companies and any subsidiary of any of its parent companies. The registered office of Equiniti Limited is in England at Highdown House, Yeoman Way, Worthing, West Sussex BN99 3HH. Registered in England and Wales, number 6226088.

**Equiniti Premier Portal** means, in the event you are eligible for a Equiniti Premier Portal (in accordance with clause 2.1) in respect Executive Share Plans and/ or Global Nominee, the collection of your interests in those Products is registered with us through the Equiniti Premier Portal in accordance with clause 2.2 and in respect of a particular registration you have made for the ESP Portal and / or the Equiniti Premier Portal.

**Investment with Equiniti** means, your interest in the ownership of a Product which you have entered into your Portfolio as an “Investment with Equiniti” in accordance with Clause 2.2 or Clause 4.1 and in respect of which you may use Shareview Portfolio to receive the information and services referred to in this agreement.

**Indicative Price** means, in respect of any interest and any day, an approximation of the unit price of the Product to which the interest relates, supplied for indicative purposes only on the basis set out in the Limitations of Service.

**Indicative Value** means, in respect of all the interests and any day, an approximation of the aggregate value of such interests supplied for indicative purposes only on the basis set out in the Limitations of Service.

An **interest** means, any holding or option (joint or otherwise) or some other interest related to a Product of which is recorded (i) in a Portfolio as an Investment with Equiniti or Investment Held Elsewhere, (ii) in an ESP Portal or (iii) in a Equiniti Premier Portal.

**Investments Held Elsewhere** means, your interest in the ownership of a Product which you have entered into your Portfolio as an Investment Held Elsewhere in accordance with Clause 5.1 and in respect of which you may use Shareview Portfolio to receive the information and services referred to in Clause 5. Investments Held Elsewhere do not apply to ESP Portal, Equiniti Premier Portal and tOption Portal..

**Limitations of Service** means, those various factors, inherent in the Shareview Service, which can affect the accuracy of any information you obtain through the Shareview Service, and more particularly set out below under the section entitled “Limitations of Service”.

**Portfolio** means, the collection of your interests in Products represented by all of your Investments with Equiniti and Investments Held Elsewhere registered with us through the Shareview Portfolio in respect of a particular registration you have made for the Shareview Portfolio.



**Products** means, those shares, stock, share options, pensions, loan notes, funds, employee share or Investment schemes and/or any other Investments that are included in the functionality of the Shareview Service in respect of which you have an interest included either, in a Portfolio as Investments with Equiniti (where the context requires) or Investments Held Elsewhere as may be appropriate, or in a ESP Portal, Equiniti Premier Portal and tOption Portal

**Shareview Name and Address** means, the exact form of name and address determined to be the Shareview Name and Address in Clause 2.2 or, if that address is updated, the form of name and address determined to be the Shareview Name and Address in accordance with Clause 2.6.

**Shareview Portfolio** means, the Shareview Service which is accessible via the public Shareview Website ([www.shareview.co.uk](http://www.shareview.co.uk)) and which is open to members of the public generally (subject to the restrictions in these Terms and Conditions) to register their Investments with Equiniti and Investments Held Elsewhere.

**Shareview Service** means, a service provided by us through a Shareview Website that enables you to check the status of your shareholdings and other Investments or options to acquire Investments in many UK companies and helps you to keep an electronic record of your Investments, to obtain information from us and give certain instructions to us by a computer or other device linked to our system. The definition of "Shareview Service" encompasses the four services referred to in these Terms and Conditions as Shareview Portfolio, ESP Portal, Equiniti Premier Portal, and tOption Portal.

**Shareview Service Software** means, any software used by you whenever you access the Shareview Service and any other software we supply to you for this purpose from time to time.

**Shareview Website** means, the website through which you access the Shareview Service, the location for which, in the context of Shareview Portfolio is [www.shareview.co.uk](http://www.shareview.co.uk) and, for an ESP Portal, Equiniti Premier Portal and tOption Portal, will be specific to each company and will be advised to you in your Employee Share Plan information provided by your employer. The expression "Shareview Website" includes any replacement of or expansion to the relevant website.

**UK** means, the United Kingdom of Great Britain and Northern Ireland.

**User Guidance** means, the guidelines we provide from time to time in connection with your operation of the Shareview Service, including guidance:

- in hard copy form (for example, in a user manual or by letter), and
- spoken guidelines (through the Shareview Service or any technical helpdesks which may be provided), and
- in any message sent to you through, or on any online help service available as part of, the Shareview Service.

**User ID and Password** means, respectively the User ID we allocate to your Shareview Portfolio. For ESP Portal, Equiniti Premier Portal and tOption Portal the User ID will be an identifier already known to you, (such as your employee number), and the Password you select both of which, together with your date of birth, are used to identify you whenever you use the Shareview Service.

**We/us/our** refers to Equiniti Limited and (where relevant) other companies in the Equiniti Group.

**Working Day** means, any day except a Saturday, Sunday or public holidays.

**You/your** means, you the customer who becomes registered with us for the use of the Shareview Service. In the case of corporate holders of Product, “you” includes the company itself and the people authorised to use the Shareview Service to manage information on the company’s interests in Product(s) on behalf of the company.

**Your System** means, the electronic equipment used by you to access the Shareview Service.

NOTE: References in these Terms and Conditions to situations where we act as Registrar, i) include situations where the registrar is another firm outside the Equiniti Group that engages us to provide it with administration and other relevant services as an outsource provider and ii) situations where Equiniti Financial Services Limited operates a Corporate Sponsored Nominee on behalf of the company

## **LIMITATIONS OF SERVICE**

This section lists below various factors which can affect the accuracy of any information you obtain through the Shareview Service. The limitations on accuracy should be borne in mind particularly in connection with the information we give you through the Shareview Service in connection with any Investments with Equiniti and any Indicative Value you receive. The words and expressions defined at the end of the Shareview Terms and Conditions have the same meaning in this section.

a. Shareview Portfolio will apply only to those interests in Products which you input in your Shareview Portfolio (as Investments with Equiniti or Investments Held Elsewhere). Therefore, although we may act as Registrar in respect of other Products which you hold, those interests will not form part of your Shareview Portfolio automatically.

b. The information entered as an Investment Held Elsewhere will not alter unless you change it. We have no means of updating this information. This will be the case even if we are the Registrar in respect of the relevant Product(s) (this could be the case where the interest has had to be recorded as an Investment Held Elsewhere because it is registered in a name which does not correspond exactly with the Shareview Name and Address).

c. In connection with Investments Held Elsewhere the Shareview Service offers no facility for obtaining information regarding dividends, recent transactions, etc. and is limited to recording the information that you are allowed to input and providing any Indicative Price and Indicative Value which we may offer to supply. The information in an Investment Held Elsewhere is not in any way cross-checked or verified by us regardless of whether we have any means of verifying it.

d. Any information in relation to an Investment with Equiniti in your Shareview Portfolio or a Product accessible via ESP Portal, Equiniti Premier Portal and tOption Portal may be based on a copy of the register for the relevant issuer of the relevant Product(s) as at the close of business on the preceding Working Day. It may not show variations to the register since that time (for example, as a result of any sales, purchases, scrip dividends, dividend reinvestment plan scheme purchases or rights issues). Furthermore, the register itself will not always be immediately updated in relation to all share acquisitions or disposals.

e. In connection with Investments with Equiniti in your Portfolio and the Product(s) accessible via the ESP Portal, Equiniti Premier Portal and tOption Portal, the Shareview Service can only provide details of:

1. Interests which you have inputted or Products which are based on our records from acting as Registrar for your employer (you should note that, where you are unable to enter an Investment with Equiniti because you are registered as holding or being interested in the Product(s) under a name and/or address different to the Shareview Name and Address, you can confirm your name and address details for

Investments with Equiniti by writing to us and this will enable you to consolidate your Investments with Equiniti in one Portfolio);

2. Changes in the balance of a Product in your ESP Portal, Equiniti Premier Portal and tOption Portal, or your Investments with Equiniti in your Shareview Portfolio, which are registered with us using a name and address that matches the Shareview Name and Address;

3. Product(s) of which you are the first-named holder; and

4. Investments with Equiniti or a Product held for you by a nominee where the nominee holding is disclosed on the relevant register and you are the first person disclosed by the nominee and the name and address disclosed by the nominee corresponds with your Shareview Name and Address.

f. An Investment with Equiniti or a Product entered in your Shareview Portfolio in a particular company may be removed from the Shareview Portfolio if that company gives notice to us that it does not want to participate in the Shareview Service. In some cases, you may have more than one account on a register for a particular Product in the same name and address which may mean you receive duplicate company mailings. We try to update the register by amalgamating duplicate accounts wherever possible. If you have any concerns as a result of any of the Investments with Equiniti in your Shareview Portfolio, or Product(s) in your ESP Portal, Equiniti Premier Portal and tOption Portal having been amalgamated in this way, you should contact us on the Shareview Helpline, details of which can be found in the “Contact Us” (or equivalent) section of the Shareview Website.

g. If you dispose of any interest in a Product, so that you no longer hold any interest in such Product, and you do not acquire any more interests in those Products which meet the requirements for being included in that Shareview Portfolio as an Investment with Equiniti or in that ESP Portal, Equiniti Premier Portal and tOption Portal, then that Product may be removed from the Shareview Portfolio, ESP Portal, Equiniti Premier Portal, and tOption Portal. The period after which the information will be removed varies between the different Shareview Services, but will be no less than one month.

h. The Indicative Price is NOT a true reflection of the value which could be realised from the sale of your interest of particular Product, in particular because:

1. The Indicative Price is calculated on the basis of the size of the interest in the relevant Product as disclosed through the Shareview Service. Such interest may not represent your true interest for the reasons set out above;

2. The Indicative Price is based on a feed from the London Stock Exchange, which is subject to a 15 minute delay and if the Indicative Price is being viewed after close of business for the Exchange, it is based on the last price feed that we received from the Exchange prior to closure. It is therefore out-of-date and to be used only as a very approximate guide to the value of the relevant Product. Additionally, on any sale, commission would be deducted and on any purchase, commission and stamp duty would be payable. If we do not receive price information, no Indicative Price will be quoted for that Product, nor will any value for that Product be included in the total Indicative Value of your Portfolio. In addition, for certain Product(s) e.g. Funds prices will only be updated up to once a day;

3. The price feed information used to calculate the Indicative Price is supplied by a third party and we cannot accept responsibility for any inaccuracy; and

4. Where you own a Product jointly with others, you may be required to share the proceeds of sale with those others. However, the Shareview Service will show the whole of the value of the relevant Product as belonging to you rather than the appropriate fraction.

- i. The Indicative Value is based on the sum of the Indicative Prices of the individual Product displayed. The limitations described above on the accuracy and completeness of each Product and the Indicative Prices attributable to each of them will therefore apply equally to the Indicative Value. Additionally, if a price feed is not available to us for a particular Product.

Feb 2025