

CONTENT MEDIA CORPORATION PLC MATCHED BARGAIN SERVICE TRADE INSTRUCTION FORM

Please **complete both sides** of this form in block capitals, **sign** section E overleaf and send to:
CSDS, 34 BECKENHAM ROAD, BECKENHAM, BR3 4TU. UK

SECTION A: PERSONAL DETAILS

<p>① Full name of all holders</p>	<p>1. <input style="width: 95%;" type="text"/></p> <p>2. <input style="width: 95%;" type="text"/></p> <p>3. <input style="width: 95%;" type="text"/></p>
<p>② Registered address:</p>	<input style="width: 98%; height: 100%;" type="text"/>

SECTION B: CONTACT DETAILS

We will only use this information to contact you in case of a query and it will not be passed to third parties. For security purposes, we will ask you to identify yourself once we establish contact.

<p>① Day-time Telephone Number</p>	<input style="width: 98%; height: 25px;" type="text"/>											
<p>② Email Address</p>	<input style="width: 98%; height: 25px;" type="text"/>											
<p>③ Preferred contact method (please tick)</p>	Phone <input style="width: 30px; height: 20px;" type="checkbox"/> Email <input style="width: 30px; height: 20px;" type="checkbox"/>											
<p>④ Investor Code Number: ("IVC")</p>	<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <tr> <td style="width: 20px; height: 20px;"> </td> </tr> </table>											

SECTION C: TRANSACTION DETAILS

<p>① Are you buying or selling shares? (please choose the one that applies)</p>	Buy <input style="width: 40px; height: 25px;" type="checkbox"/>	Sell <input style="width: 40px; height: 25px;" type="checkbox"/>
<p>② If you are selling, have you got all necessary share certificates? (Please remember to enclose a copy of your share certificate(s))</p>	Yes <input style="width: 40px; height: 25px;" type="checkbox"/>	No <input style="width: 40px; height: 25px;" type="checkbox"/>

Note: You are asked to enter the price you are willing to pay/receive for your shares, please be realistic with your expectations as this may delay the execution of your instruction. If you do not enter a price, your Instruction Form will be rejected. As a reference point, and solely for your own information, Content Media Corporation have released an indicative share price on 13/07/2012 of £8.45 (based on the mid-closing price per share on the London Stock Exchange on 12/07/2012 of £0.65 x 13.00 – to take into account the share reconfiguration). This is not to be taken as an indication of the actual current value of the shares and the current value may be lower or higher on the day your shares are sold/bought.

<p>Please write the amount of shares you wish to buy/sell</p>	<p>③ In figures (e.g. 1,000)</p>	<input style="width: 95%; height: 25px;" type="text"/>
	<p>④ In words (e.g. one thousand shares)</p>	<input style="width: 95%; height: 25px;" type="text"/>
<p>Please write the maximum purchase price or minimum sale price that you are willing to pay/receive for each share.</p>	<p>⑤ In figures (e.g. £0.39)</p>	<input style="width: 95%; height: 25px;" type="text"/>
	<p>⑥ In words (e.g. Thirty Nine pence)</p>	<input style="width: 95%; height: 25px;" type="text"/>

SECTION D: INVESTOR PROFILE QUESTIONNAIRE – THIS IS REQUIRED BY THE FINANCIAL SERVICES AUTHORITY (THE 'FSA') PLEASE COMPLETE

The shares that you wish to trade are considered to be a "complex" investment, as they are not admitted to trading on a regulated market and you do not have frequent opportunities to buy and sell these shares at prices that are publically available. Therefore Capita is required to conduct an "appropriateness test". This test is to gauge whether this particular service is appropriate for you.

PLEASE READ AND ANSWER ALL THE FOLLOWING QUESTIONS, CHOOSE ONLY ONE ANSWER:

1. **Have you ever bought/sold shares traded on a non-regulated market?** Yes No

2. If your answer above is yes, **when was the last time you bought/sold shares traded on a non-regulated market?**
 Less than a year ago 12 - 24 months ago 25+ months ago

3. **Are you aware that this is not a recommendation to buy or sell shares and this service may not be suitable for all shareholders and also that the value of your shares and any income you may get from them can go down as well as up and you may not get back what you invested originally?** Yes No

4. Content Media Corporation plc ordinary shares are not traded on a Recognised Investment Exchange (RIE) or a regulated market. This means that transactions in these shares can be infrequent, and there may be a delay between the time that you give us instructions and our ability to find a buyer/seller matching your price expectations and complete your order. It also means that there can be some difficulty in assessing the value of your investment. **Do you understand there might be a time delay in executing your order as per the reasons explained above?** Yes No

5. Capita is not a market maker for Content Media Corporation plc shares (or any other type of financial instrument) and does not set share prices. **Are you aware that Capita will merely provide the execution service that will allow for the purchase and sale of Content Media Corporation plc ordinary shares by matching buyers and sellers with coinciding price expectations?** Yes No

6. Capita is **not** able to provide advisory services, including investment advice and portfolio management. **Are you aware that all transactions will be carried out on an execution only basis and if you have any doubt about whether to act you should consult an appropriately qualified financial adviser?** Yes No

SECTION E: REQUIRED SIGNATURES.

❶ Please ensure all named shareholders sign the boxes below.

I/we instruct Capita to execute the purchase/sale of shares on my/our behalf as shown in section C above in accordance with the guidance notes and the terms and conditions accompanying this form which I/we have read and by signing this form I/we agree to. I/we am/are aware that a significant period of time may elapse from me/us submitting this instruction and the shares being bought/sold. I/we have completed the Investor Profile Questionnaire in Section D above and I/we acknowledge that if Capita do not assess this service as being appropriate for me/us, Capita will take no further action until I/we have confirmed in writing that I/we have read and agree to progress in view of the risks attached to this investment service. I/we will not hold Capita liable for any delay caused due to the need to perform the appropriateness test.

Holder 1.

Holder 2.

Holder 3.

Holder 4.

If you are signing under a Power of Attorney or other authority please print your full name here and provide an original or certified copy of the PoA.

❷

Date

❸

D	D	M	M	Y	Y	Y	Y
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Following receipt of this form, we will assess your answers to the questions above. If we believe that the service is appropriate for you, we will not need to contact you further and will process your instructions as per the completed form overleaf. If we assess that this service is not appropriate for you, or we are unable to determine how appropriate this service would be (for example, if you do not answer one of these questions), then we will write to you again and clearly set out the risks involved in entering into this transaction and ask you if you wish for us to continue with arranging the trade. **We will not be able to act on your instructions overleaf until we have received your response to the second letter (only if applicable).**

Capita Share Dealing Services is a trading name of Capita IRG Trustees Limited which is authorised and regulated by the Financial Services Authority. Registered in England No 2729260. Registered office: The Registry, 34 Beckenham Road, Beckenham, Kent, United Kingdom, BR3 4TU. www.capita.co.uk. For more information call 0871 664 0452 (calls cost 10p per minute plus network extras). Lines are open Mon-Fri 9am-5.30pm. From outside the UK +44 2033672704. Fax +44 (0) 20 8639 1244.

BUYING AND SELLING SHARES IN 5 STEPS

Step 1: Complete the enclosed Trade Instruction Form

Please remember to **use block capitals and black ink** and make sure you enter all required information in sections A-C, answer all questions in section D and have all shareholders sign in section E.

SECTION A: PERSONAL DETAILS

- ❶ Enter full name (forenames and surname) of all shareholders.
- ❷ Enter your registered address

SECTION B: CONTACT DETAILS

Please make sure that you provide us with sufficient information so we can contact you in case of a query. In addition, we will need to be able to establish contact you within 2 business days in case we have successfully matched your application, in order to confirm that you still wish to proceed with the transaction. If we are unable to do so, your instruction will be cancelled and removed and no further action will be taken.

- ❶ Enter a day-time telephone number that you are happy for us to use to contact you.
- ❷ Enter your email address.
- ❸ Please select one of the options by ticking one of the boxes as to how you would prefer us to contact you by.
- ❹ Please enter your Investor Code ("IVC"), which is an eleven digit number starting with some zeros (you will be able to find it printed on a dividend tax voucher or on your share certificate).

SECTION C: TRANSACTION DETAILS

- ❶ Indicate whether you are buying or selling shares by ticking the appropriate box.
- ❷ If you are selling shares, indicate whether you are in possession of all necessary share certificates by ticking the appropriate box. Please remember to enclose a **copy** of your share certificate(s) with this form, but do not send any originals unless you are requested to do so.
- ❸ Enter the amount of shares you wish to buy/sell in figures; as an example, if you are buying/selling one hundred shares, enter "100".
- ❹ Enter the amount of shares you wish to buy/sell in words; as an example, if you are buying/selling one hundred shares, enter "one hundred".
- ❺ Enter the price you are willing to pay/receive for the shares you are buying/selling in figures; as an example, if you would like to pay/receive 39 pence per share, you need to enter "£0.39". If you are buying shares, the price you enter will be taken as the maximum price you are willing to pay for the shares you wish to buy. If you are selling shares, the price you enter will be taken as the minimum price you are willing to receive for the shares you are selling.
- ❻ Enter the price you are willing to pay/receive for the shares you are buying/selling in words; as an example, if you would like to pay/receive 39p, you need to enter "thirty nine pence".

Note: Please be realistic with your price expectations as this may delay the execution of your instruction.

SECTION D: INVESTOR PROFILE QUESTIONNAIRE – REQUIRED BY THE FINANCIAL SERVICES AUTHORITY (THE 'FSA').

Please read each question (from 1 to 6) and select **only one** answer by ticking the appropriate box. Your answers will be assessed by Capita to determine whether you need to be made aware of further information before continuing with your trade.

SECTION E: REQUIRED SIGNATURES

- ❶ Make sure all shareholders sign the form in the spaces provided

② If you are signing under Power Of Attorney, please enter your full name (forename and surname)

③ Date this form by completing each of the boxes. As an example if the date is 25th January 2012, enter “025012012” one number per box.

Note: All completed forms will be kept for up to 3 calendar months from the date entered above. If your instruction has not executed within that period, your Trade Instruction Form will be returned and Capita will take no further action. If you still wish to buy/sell shares, you will need to complete and send a new Trade Instruction Form to Capita.

Step 2: Return the completed form to Capita

Once you have completed sections A-E of the **Trade instruction Form** please send to: **CSDS, 34 BECKENHAM ROAD, BECKENHAM, BR3 4TU. UK** Please note that if the value of the shares you are buying/selling is likely to be €15,000 or more (or the equivalent in sterling), Capita have a legal obligation to carry out checks to confirm your identity and verify your place of residence. **Please refer to the “Identity Checks” section below for the list of required documents you need to send.**

If you are selling shares, please do not send your share certificate until you are requested to do so.

Step 3: Capita verifies the completed forms and performs “appropriateness test”

Upon receipt of your form, we will check whether you have entered all the required information in sections A-C and signed and date section E of the form. Your form will be rejected and returned if you have not done so.

Provided the form has been completed correctly, Capita will proceed to check your answers in section D, and will determine whether to go ahead with executing your trade (i.e. finding a buyer/seller with coinciding pricing expectations) or whether you need to be made aware of the risks involved with the transaction in which case you will be sent a letter outlining additional required information. If at that point, you still wish for Capita to execute your trade, you will need to sign and date the copy marked “For Capita” and sent it to **CSDS, 34 BECKENHAM ROAD, BECKENHAM, BR3 4TU. UK** Upon receipt, Capita will execute your trade. If you do not send it back, Capita will understand that you no longer wish to go ahead buying/selling shares.

Step 4: Capita executes the trade

Provided the form has been completed and any necessary documentation enclosed, Capita will record your instruction and find a buyer/seller with coinciding price expectations. Once a buyer/seller has been found, Capita will contact both parties to confirm that both seller and buyer still wish to continue with the transaction, if we do not receive confirmation from one of the parties within 2 business days of the first attempt, the transaction will be cancelled and all parties will be informed by letter. Capita will then start the matching process again only for the party that did not cause the transaction to be cancelled. Capita will not be responsible for any cancellations or delays caused by this.

Please remember that as shares in the Company are not admitted to trading on a regulated market, there may be a significant delay before any transactions in these shares are completed, as there may not be sufficient demand from buyers or sellers. This also means that it may be difficult to adequately assess the value of any investment in the shares. All valid Trade Instruction Forms will be kept active for up to 3 calendar months – please see note Above - or until otherwise advised by the Company.

Step 5: Completing the transaction

If you are selling shares: You will need to sign a pre-completed Transfer Form and send it together with a valid share certificate(s) – if the share certificate(s) have been mislaid or lost, please contact the registrar as soon as possible on 0871 664 0300 (calls cost 10p per minute plus network extras, lines are open Mon-Fri 8.30am – 5.30pm) to request a duplicate; you will need to obtain one before sending Capita your sale instruction as we will be unable to process your instruction without an accompanying valid certificate(s). The registrar will confirm the fees payable for issuing a duplicate.

If you are buying shares: You will need to send a cheque made payable to “Capita IRG Trustees Limited” to cover the sale proceeds, commission and administration charges as well as taxes and any other duties.

The commission and any other charges due from the seller will be deducted from the sale proceeds and payment will only be made once the stock is transferred. Capita Registrars will proceed to generate and send a Share Certificate to the new owner of the shares and to remove the holding from the previous owner. A cheque for the sale proceeds (minus any charges, duties, levies and taxes) will be sent to the seller with – if applicable, a balance certificate for the remaining shares.

IDENTITY CHECKS

If the value of the shares you are buying/selling is likely to be €15,000 or more (or the equivalent in sterling), Capita have a legal obligation to carry out checks to confirm your identity and verify your place of residence. In order to complete this verification, we will require two documents from the lists below, one document from List A and one document from List B. The documents must show your full names and current address and will, as a matter of course, be returned to you. Please tick the documents you are enclosing and return them with this form in the envelope provided.

List A - Evidence of name	List B - Evidence of address
Current valid full UK/EU driving licence Either new or old style versions	Current bank/building society/credit union statement (no more than 3 months old and not internet printed versions)
Current full signed passport UK/EU	Utility bill, (not mobile phone) (no more than 3 months old and not internet printed versions)
Identity card issued by the Electoral Office for Northern Ireland	Most recent mortgage statement (no more than 3 months old and not internet printed versions)
Government Issued document. E.g. Recent evidence of entitlement to a state or local authority funded benefit including housing and or council tax benefit, tax credit, pensions	Bank/building society passbook
	Current local authority tax demand letter or statement (Valid for the current year)
Please enter your telephone Number <i>(for use in the event of a query)</i>	

If you do not wish to send original documentation through the post, you should send a copy certified by one of the following people:

- Certified Accountant
- Authorised Financial Intermediary
- Doctor
- Bank/Building Society Official
- Local Government Official
- Justice of the Peace
- Lawyer/Solicitor/Barrister

Certified copies should be dated and signed “original seen”. The full name, address and telephone number of the person certifying the document must also be supplied using an official stamp or equivalent. You should allow five working days from the date of posting your evidence of name and address before attempting to trade through Capita Share Dealing Services.

Documents are sent at the shareholders own risk and Capita cannot be held responsible for items that may be lost in the post.

CONTACTING CAPITA

If you have any queries, please email us at mbs@capitadeal.com

CAPITA

MATCHED BARGAIN SERVICE TERMS AND CONDITIONS OF BUSINESS

1. DEFINITIONS AND INTERPRETATION

In these Conditions the following words and expressions have the meanings and interpretation set out below:

“**Business Day**” means Monday to Friday, 9am – 5.30pm, excluding UK public and bank holidays;

“**Capita**”, “**we**”, “**us**” means Capita IRG Trustees Limited, a company registered in England with company number 2729260 whose registered address is The Registry, 34 Beckenham Road, Kent BR3 4TU. Capita IRG Trustees is authorised and regulated by the Financial Services Authority (see “FSA” below) with registered number 184113. The main business of Capita is the provision of dealing, administration, trustee and nominee services. Capita is authorised to conduct cross-border business under the provisions of the EU Markets in Financial Instruments Directive;

“**Company**” means Content Media Corporation plc;

“**Conditions**” means these terms and conditions of business;

“**Data Protection Act**” means the UK Data Protection Act 1998, as amended;

“**Eligible Shares**” means ordinary shares in the Company;

“**FSA**” means the Financial Services Authority, whose current address is 25 The North Colonnade, Canary Wharf, London E14 5HS website www.fsa.gov.uk;

“**Identification Details**” means your name, address including postcode (where applicable), date of birth and shareholder reference/investor code;

“**Service**” – this service is a mechanism for the exchange of shares where buyers and sellers with coinciding price expectations match;

“**Settlement**” – this is the date when payment is due in the case of share sales and when shares are due for delivery to the buyer in the case of purchases;

“**Shares**” – a share is a portion of the capital stock of a company which typically entitles the holder to vote at general meetings, receive income in the form of dividends and to share in the surplus assets of the company in the event of a winding up; and

“**Website**” means our website at www.capitadeal.com and any other online websites we provide in connection with this Service.

The headings in these Conditions are for convenience only and shall not affect the interpretation or construction of these Conditions.

Reference to any statute, statutory provision or the FSA rules includes a reference to that statute, statutory provision or the FSA rules as from time to time amended, extended or re-enacted.

Any phrase introduced by the terms **including**, **include**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

The Service

- This Service is an “execution only” service through which we will receive written instructions from you to buy or sell Eligible Shares. It is designed for those with a reasonable understanding of how financial markets operate and the risks involved. The Service is provided by Capita IRG Trustees Limited, trading as Capita Share Dealing Services.
- Capita reserves the right to terminate the Service or to vary these Conditions, with notice where practicable. Your use of the Service will constitute your agreement to be legally bound by these Conditions.
- The Service is only available to shareholders (including legal representatives such as executors whose details have been registered with registrars) aged 18 or over (in the case of natural persons), who are resident in the EEA, Channel Islands or Isle of Man and either hold or wish to purchase Eligible Shares..
- We may decline to accept an instruction to sell or buy shares and having received your instructions we reserve the right to refuse to act upon them without informing you of our reasons.
- The Service enables you to buy and sell Eligible Shares. The Service does not involve the provision of advisory services, including investment advice and portfolio management. This

means that Capita is not required to assess the suitability of the instrument or the service provided or offered to you and, as a result, you will not benefit from the protection of the FSA rules on assessing suitability. Therefore we will not assess whether: (i) the Service meets your investment objectives; (ii) you would be able financially to bear the risk of any loss that the Service may cause; or (iii) you have the necessary knowledge and experience to understand the risks involved.

- Capita is required to assess the appropriateness for you of any product, service or transaction provided or offered to you in connection with the Service. If we are unable to assess whether the Service is appropriate for you or we assess that the Service is not necessarily appropriate for you, we will write to you with further information about the risks involved with the Service and ask you to consider whether you wish to proceed with the Service. We will not be liable for any loss that may result from any delay whilst we assess the appropriateness of the Service for you.
- The Service is available on any Business Day. Instructions submitted on a day which is not a Business Day or outside of Capita’s normal business hours will be deemed to have arrived on the immediately following Business Day.

Customer categorisation

- For the purpose of the FSA rules, you will be classified as a retail client. The Service is not available to persons or firms who are authorised and regulated by the FSA, their nominee bodies or custodians or other EU regulated persons or firms. Please note, although we will classify you in this way, you may not be eligible to refer to the Financial Ombudsman Service or the Financial Services Compensation Scheme if you fail to meet their own eligibility criteria.

Verifying your identity

- To enable you to use the Service, you must identify yourself using your Identification Details. You will be offered a limited number of attempts to provide your Identification Details. If you fail to provide your Identification Details correctly within the number of attempts permitted, your right to use the Service may be withdrawn. You must keep your Identification Details secure and not disclose them to anyone else.

If you believe that someone else has wrongfully obtained any of your Identification Details, you should immediately notify us either by telephone or in writing to CSDS, PO Box 276, Beckenham BR3 4TU.

- You are responsible for the security of your personal details and so long as they reasonably appear to come from you we will assume that instructions that claim to come from you are genuine. With this in mind, you should take adequate precautions, such as:
 - keeping your Identification Details secure and not disclosing them to anyone else; or
 - using a secure method of postage when sending documents containing personal details.

If you do not take reasonable steps to keep your details secure, or fail to tell us as soon as you believe your details have fallen into other hands, we will not be liable for any losses you may suffer as a result, provided that we have acted with reasonable care.

- We reserve the right to require any person(s) using this facility to produce satisfactory evidence of their identity to enable compliance with applicable regulations (e.g. UK money laundering regulations). If we require such evidence, we may use an electronic database(s) to establish your identity. This may include making searches at credit reference agencies which may be recorded by the credit reference agencies. We may check what you have told us and share information with fraud prevention agencies. You must give us accurate information as if you give false or inaccurate data and we suspect fraud, we may record this at the fraud prevention agencies. These records may be used by us and other organisations to help make decisions about you and members of your household for credit and credit related services, to manage your accounts, for debt tracing, fraud prevention and to prevent money laundering.
- If your instruction is received accompanied by any documentation that requires verifying and/or authenticating this may result in a delay in the execution of the deal. Examples of such documentation may include, but are not restricted to, articles of association, authorised signatories lists, a marriage certificate,

death certificate, grant of representation, power of attorney, or court orders. In such circumstances, we will use reasonable endeavours not to cause undue delay in the execution of the instruction to deal. If an instruction to deal is delayed for this reason, we will not be liable for any fluctuation in the share price and therefore any actual or potential loss or gain in connection with the transaction (or any related transactions that may or may not be disclosed to us) in the time it reasonably takes us to verify or authenticate such documentation.

Selling & buying shares

14. By instructing Capita to sell Eligible Shares, you undertake, represent and warrant that (a) your shares will be transferred with full title guarantee and free from liens, charges, or other third party rights of any kind; (b) that you and any underlying beneficial owner are entitled to sell the shares and (c) that the use of the Service by you or the sale of the shares pursuant to the Service does not and will not breach any applicable laws.
15. Your instructions must be in writing and, subject to Condition 19, no email, telephone or facsimile instructions will be accepted. In the event that documentation is incomplete, has been incorrectly completed or where we are unable to obtain clarification of instructions, the documentation will be returned to you at your own risk without any action being taken in relation to the Service.
16. If you are selling shares you must have valid share certificate(s) available at the time you instruct us to place the deal and we may require sight of your certificate(s) before we agree to process your instruction. When buying Eligible Shares you must be able to pay the total cost of the purchase at the time we accept your order. Eligible Shares purchased normally will be registered in the names of existing shareholders, provided however that the Company may, from time to time, consent to the Eligible Shares being registered in the name of a third party. When taking instructions to purchase shares, we will only accept personal cheques issued on an account in your name or in the name of yourself and spouse who is resident at the same address. We may, at our absolute discretion, accept payment by direct payment to such bank account as we may specify in writing from time to time. Shares will only be purchased once the cheque has cleared or the direct payment has been received (as applicable) and we are in funds. We will not be liable for any failure by your bank to authenticate and/or authorise a payment.
17. Orders will be executed in accordance with our Best Execution Policy (see Condition 28). Orders will normally be kept for up to three calendar months from the date stated on Section E of the Trade Instruction Form; if your instruction has not been executed within that period, your trade instruction form will be returned to you and Capita will not take any further action. Should you still wish to buy/sell, a new Trade Instruction Form needs to be completed and sent to Capita.
18. Orders can only be executed once we have completed the appropriateness test (see Condition 7) in respect of all of the parties and received confirmation from all parties that they still wish to proceed with the transaction. If we do not receive such confirmation from one of the parties within two Business Days of our first attempt, the transaction will be cancelled and no further action will be taken for the party that failed to give confirmation. The instruction from the other party will be entered into the process again.
19. We may, at our absolute discretion, accept changes to buy/sell orders by telephone, provided however that such changes relate solely to the number of Eligible Shares to be bought or sold and/or the buy/sell price for such Eligible Shares. We can be contacted by telephone on 0871 664 0452 (calls cost up to 10p per minute plus network extras) on any Business Day from 9am to 5.30pm. From outside of the UK please dial +44 203 3672704. A change to a buy/sell order will not result in an extension of the period for which such order will be kept (see Condition 17).
20. One Business Day after the date of a transaction, we will send you written confirmation setting out details of the transaction and the terms of settlement. You should retain the confirmation for tax purposes. If you do not receive a confirmation or you consider that the confirmation does not match your instructions, or any other details are incorrect, then you should notify us as soon as possible. If you fail to notify us of any error as soon as possible the

confirmation will be binding upon you, although this does not affect your right to make a complaint about us.

21. Settlement will only take place after we have physically received:
 - (a) in the case of sales involving share certificate(s), a stock transfer form duly completed and signed by (all) the registered shareholder(s) together with a valid share certificate(s) for all the Eligible Shares you are selling;
 - (b) in the case of purchases, cleared funds to cover the cost of the purchase including any charges; and
 - (c) any additional documentation we have requested, including evidence to confirm your identity.
22. If we are unable to settle your transaction for any reason, including (without limitation) if you:
 - (a) do not have a valid holding; or
 - (b) are trying to sell Eligible Shares which you do not own; or
 - (c) do not have the authority to sell any of the Eligible Shares; or
 - (d) fail to arrange for the registration of your grant of probate, letters of administration or other applicable evidence of authority with the company's registrar (where you are an executor or hold an equivalent office), before giving us an instruction; or
 - (e) have not provided us with your share certificate(s) or returned or correctly completed any documentation we have requested (or provided satisfactory evidence of your identity) within seven Business Days of the transaction date as shown on the advice we send you; or
 - (f) do not have funds available to pay for any purchases of shares,

we may at our discretion, then or at any time afterwards, take any action we reasonably consider appropriate and you will be responsible for any loss, cost, liability and expense we may reasonably incur, including (without limitation), making good any dividends or benefits associated with the Eligible Shares sold, reasonable associated dealing costs, administration charges and legal fees which we have to pay.

Payments

23. Sale proceeds will normally be sent as soon as practicable after we receive cleared settlement proceeds from the purchaser and the Eligible Shares are successfully registered into the buyer's name. The proceeds of settled sale transactions will normally be sent in the form of a sterling denominated cheque.
24. All cheques will be sent to the registered address on the share register and the cheque will only be made payable to the named shareholder(s). Where holdings are registered in joint names, settlement cheques will be made payable to all registered holders. Cheques will not be made payable to any other third party except at our reasonable discretion. Where the shareholder is deceased, settlement cheques can only be made payable to the deceased and their representatives, as registered with the registrar. Cheques cannot be made payable to another party unless we are in receipt of written instructions to that effect signed by all registered holders. In the case of a purchase or sale of a part holding, we will send you a share certificate as soon as practicable after we have received it from the registrar.
25. If any payment is not received by us on the due date for payment then, without limitation of any other rights which we may have, we will be entitled to charge interest on the overdue amount (both before and after judgement) at the rate of 1% above the sterling base rate from time to time of Capita's main UK bank from the due date until the actual date of payment.

Fees & charges

26. Commission will be charged at 1.5% of the trade (minimum £50) and at 1% of the trade (minimum £50) when buying shares. Stamp Duty at the prevailing rate will apply to all purchases. We reserve the right to impose additional reasonable charges for late delivery of valid CREST transfer forms and/or share certificates (where applicable) and for arranging duplicate documentation or settlement cheques. Other fees, levies and taxes may exist which are not imposed or collected by Capita and we will not be liable for informing you of any such costs. Registrars normally charge for the provision of duplicate share certificates but we will not be responsible for collecting or informing you of their costs.
27. Capita may charge an administration fee for re-issuing a cheque to you at its then prevailing rate, which is (including value added tax)

currently £16.50 (€20.00 in the Republic of Ireland), to reasonably reflect the costs we will incur in cancelling the original cheque. We may also levy an administration fee of £9.50 (€12.00) where we receive written instructions, prior to payment being made, to issue the cheque to a third party other than the registered shareholder. Any cheque sent to us should be made payable to 'Capita IRG Trustees Limited'.

Best execution

28. Capita will comply with its regulatory obligation to act in your best interests when receiving orders from you and attempting to match them with buyers or sellers. When executing orders, Capita will take all reasonable steps to obtain the best possible result, in accordance with the rules of the FSA. In respect of this Service this means:
- (a) Instructions will be dealt with in strict time and date order where the price expectations of buyers and sellers match.
 - (b) In addition to the time and date at which an order is received by us, we will also take into account the following considerations in the order set out below:
 - i. The date and time at which the valid instruction was received;
 - ii. The minimum price per share that sellers are looking to achieve;
 - iii. The maximum price per share that buyers are looking to pay;
 - iv. The number of shares that sellers are looking to sell compared to the number of shares that buyers are looking to buy. We will normally only accept instructions to sell an entire holding but may, at our discretion and with the agreement of the seller, undertake a partial sale. We may also, at our discretion, contact a buyer for confirmation as to whether a partial purchase should be executed or whether they wish to wait for their whole order to be fulfilled;
 - v. The difference between the minimum selling price and maximum buying price. Where a seller's minimum price expectation ("**selling price**") is higher than the maximum price a buyer is willing to pay ("**buying price**"), no match will be possible. Where the selling price is lower than the buying price, the indicative price at which we can match and execute such transactions will be the mid-point between the two price expectations, with the total transaction cost rounded up to the nearest whole penny/cent where necessary.
 - (c) We will not take into account other factors, like size of order, speed and likelihood of execution and settlement.
 - (d) Your specific instruction, ie the price at which you wish to buy or sell shares will affect the way in which Capita can provide you with best execution.
 - (e) Your order will be executed directly by Capita and outside of a regulated market or multilateral trading facility, as the shares are not listed on any such exchange.
 - (f) Where more than one seller/buyer is party to an order, we may aggregate the trade in such a way that uses the average mid-point across the whole trade or we may work the order in separate tranches, provided that this still meets the minimum selling price and maximum buying price expectations; in all cases, we will work the order(s) in a way that ensures we meet our obligations to provide best execution to both buyer(s) and seller(s).
29. A full copy of Capita's best execution policy is available online at <http://www.capitaregistrars.com/shareholder.aspx> or upon written request to the address provided in Condition 1.

Your personal information

30. By using this Service, you agree that we may:
- (a) keep personal details which you or others have provided to us and use such information to carry out the Service described in these Conditions and deal with your enquiries and requests connected with the Service; and
 - (b) disclose information concerning you to the company in which you hold Eligible Shares for the purpose of this Service, the company's registrar, both of which may disclose the information to regulatory, tax or governmental authorities as appropriate; to any person with legal, administrative or regulatory power over us in respect of the Service; or to affiliated companies who are involved in carrying out functions

related to the Service including such affiliated companies which are outside of the EEA in countries which do not have similar protections in place regarding your personal information and its use. However, we are committed to protecting the confidentiality and security of information we collect about you and we will take all reasonable steps to ensure that such transfers are made in accordance with the requirements of the Data Protection Act.

31. By using the Service you agree that information relating to you may be disclosed to other affiliated companies or used by us so that you may be told about any products or services which might be of interest to you. You may request that information is not used for this purpose by writing to us.
32. The purposes for which we process your personal information may be amended from time to time to include other uses or disclosures of personal information subject to us notifying you of such amendment.
33. You agree that we may:
 - (a) record all telephone conversations between you and us; and
 - (b) use such recordings, or transcripts from such recordings, as evidence in any dispute or anticipated dispute between you and us and for training and quality control purposes.
34. Recordings or transcripts made by us may be destroyed under our normal practice (usually, but not necessarily, six calendar months from the date of the conversation). We may deliver copies or transcripts of such recordings to any court or regulatory body if required to do so.
35. We recommend that you keep your own records of all communications between you and us (such as instructions and orders) including details of the times, dates and nature of your instructions as these details will be important if there is a dispute between you and us.
36. Capita will protect your personal data in accordance with the principles of the Data Protection Act. You are entitled on payment of a fee (currently £10) to a copy of the data we hold about you. If you believe that any data held about you is incorrect or incomplete, you may request it to be completed or corrected.

Client money

37. Funds will be classified as client money and held in a bank account in accordance with the FSA rules regarding client money.
38. Client money will be pooled with funds held on behalf of other investors using the Service. **In the event of the financial failure of Capita or another financial institution holding client money on behalf of Capita, all client money bank accounts operated by Capita may be pooled together. This could result in you receiving less back than you may be entitled to.** All funds will be held in a non-interest bearing client money bank account.
39. Any sums due which are unclaimed by you will cease to be treated as client money after six years and will be retained by us subject to our having taken reasonable steps to locate you and to give you at least 28 days' notice of this eventuality. We will make good any valid claim that may subsequently be made against any sums retained by us in this way. We reserve the right to request such evidence as is reasonably necessary to confirm the identity of the person claiming these funds. Provided we have taken reasonable steps to locate you, we will not be liable for any claims for interest or other actual or potential losses as a result of the money remaining unclaimed.
40. In certain situations, for example where a trade takes more than three Business Days to settle, we may find ourselves holding safe custody assets, as defined by the FSA rules, for you in respect of the Service. If this happens, we will hold such assets in a way that ensures that they are adequately protected for you in the event of our failure. Should a situation where we are holding safe custody assets for you arise, we will promptly write to you with more information.

Liability and risk

41. **You will be solely responsible for the decision to sell or buy shares.** Capita are acting as your agent in this deal, and will deal with you on an execution-only basis at all times. We will not consider your particular financial circumstances and will not provide investment or taxation advice to you as part of the Service. If you are in any doubt as to what action (if any) to take, you are

recommended to seek your own advice from a suitably qualified advisor.

42. The indicative price of a share is outside Capita's control and past performance is no indicator of future performance. The value of shares and the income from them can fall as well as rise and you may not recover the amount of money you invest.
43. The shares in the Company are not listed on a recognised investment exchange (RIE) or a regulated market. This means that transactions in these shares can be infrequent, and there may be a delay between the time that you give us your instructions and our ability to find a buyer matching your price expectations and complete your order. It also means that there can be some difficulty in assessing the value of your investment.
44. Capita does not make a market in the shares or set the price at which the shares are traded; instead, our role is to act as agent for both buyers and sellers, by keeping a list of parties who wish to trade, including the number of the shares and the price at which they wish to trade.
45. You may also find it difficult to sell shares in the Company in the future and the price at which you may be able to sell the shares may be significantly below what you consider to be the true value of the shares. If you subsequently decide to transfer the shares as a gift or due to a private transaction, you may find yourself subject to taxes and charges depending on the nature of the transfer and the laws and taxation regulations that apply to transactions in the Company's shares.
46. The Service is not being offered to residents of any territory outside of the EEA, Channel Islands or Isle of Man. Any such person receiving the Service documents should note that they are for information only. It is the responsibility of a shareholder in any jurisdiction to ensure compliance with local law and regulatory requirements.
47. We will not be liable for any special, indirect or consequential damage or loss suffered by you (including any loss of profits).
48. All communications sent to you by post will be treated as received by you on the second Business Day following the day they were sent in the case of an address in the UK or on the fifth Business Day following the day they were sent in the case of an address elsewhere in the EEA, Channel Islands or Isle of Man. We accept no liability prior to receipt by us of any documents from you or, where relevant, after despatch of any document or cheque to you from us provided we have taken reasonable care to despatch them to your registered address. All documents and cheques whether posted by you or by us will be posted at your own risk. We recommend you send share certificates, or other important documents to us by recorded or special delivery for your own safety and security.
49. We will not be liable for any losses or expenses suffered by you as a result of a delay or failure due to circumstances beyond our reasonable control (for example, failure of computer systems or telecommunications links or overriding emergency procedures, postal delays, flood, fire, storm, labour disputes, accidents, vandalism, malicious damage, war or terrorism, failure of third parties to carry out their obligations, the suspension of trading by any exchange or clearing house, the acts of governmental or regulatory authority (including changes to any applicable laws or regulations)), or the absence of, or inaccuracy in any information provided to us by you or on your behalf. We will, where possible, take such reasonable steps as we can to provide the Service as soon as possible.
50. We shall not be liable for acting upon any instructions which are forged or fraudulent and shall be entitled to assume that all instructions are genuine provided that we have acted with all due care in accepting those instructions. In the case of telephone instructions, we may assume the identity of the caller or sender is genuine unless it would have been obvious to any reasonable person that he or she was not and provided that we have acted with all due care in accepting those instructions.
51. Nothing in these Conditions excludes or limits (i) our liability for death or personal injury caused by our negligence; or (ii) our liability for any losses or expenses suffered as a direct result of our fraud; or (iii) any other liability which cannot be excluded or limited by law, including the FSA rules. Our liability to you under these Conditions is limited to any losses directly associated with the act or omission that gave rise to the liability. We will not be liable for

any other damage or loss suffered by you which we could not reasonably have foreseen (for example, the loss of an investment opportunity as a result of any delay in selling your shares).

Complaints & compensation

52. If you think that you have reason to make a complaint, please either call us or write to: **CSDS, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU**. Your complaint will be fully investigated and a full resolution sought. If you remain dissatisfied, you may be able to refer the matter to the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Capita's complaints procedure is available upon request but a copy will automatically be provided in the event of a complaint being received.
53. We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of investment and the circumstances of the claim, but most types of investment business are covered up to a maximum of £50,000, as at the date of these Conditions. This amount may be subject to change. Further information about compensation arrangements is available from the Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, 1 Portsoken Street, London E1 8BN. Telephone: +44 20 7892 7300.

General

54. If you sell shares and you receive a benefit (such as a dividend) which relates to such shares but to which you are not entitled, you may have to account for this benefit to the new owner of the shares. If you receive any such benefit, you must contact us immediately to arrange for it to be paid to us or to the purchaser.
55. Our Website is accessed through the internet, a public system over which Capita has no control, and you must therefore ensure that your computer system is adequately protected from interference and against acquiring a virus or other harmful code through use of the Service. We accept no liability for any damage to your computer system or equipment due to viruses that may be transmitted through our Website unless we could reasonably have been expected to prevent such damage.
56. The information on our Website is not intended for distribution to any jurisdiction or country other than the EEA, Channel Islands, or Isle of Man.
57. The news, prices, opinions and other information on our Website are taken from a variety of sources and whilst believed to be reliable they are not verified and are not guaranteed to be complete or accurate and are subject to change without notice. Our Website does not constitute an offer for the purchase or sale of any investment. We are not acting as your professional adviser in providing the news, prices, opinions and other information on our Website and you should exercise your own judgement and where appropriate, seek independent advice from a suitably qualified professional adviser before contemplating any investment or transaction. Information provided through our Website is for your personal use only and may not be re-published or re-transmitted.
58. In accordance with FSA rules, Capita has in place arrangements, which may be updated from time to time, to manage conflicts of interest that arise between itself and its clients or between its clients. Capita will deal with potential conflicts of interest in accordance with its Conflicts of Interests Policy which provides that it will identify and manage conflicts of interest to ensure fair treatment of all clients and that it acts in the client's best interests. If it is not possible to manage or avoid a potential conflict of interest then Capita may seek to disclose the general nature and/or sources of conflict to you before undertaking business for you. Capita will provide full details of our Conflicts of Interest Policy upon receipt of a written request from you.
59. These Conditions and any contractual or non-contractual claim or dispute arising out of or in connection with these Conditions will be governed by English law. The English courts will have exclusive jurisdiction and all correspondence will be in the English language.

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