

RULES
FOR THE PROTECTION OF CUSTOMERS
Computershare Investor Services PLC, Spain branch

RULES FOR THE PROTECTION OF CUSTOMERS

Chapter 1. General Provisions

Article 1. Applicable Law

1.1 Article 29 of Law 44/2002 of 22 November 2002 on measures for the reform of the financial system establishes the obligation for credit institutions, insurance companies and investment services companies to address and resolve complaints and grievances raised by users of financial services in relation to their statutory rights and interests.

1.2 Order ECO 734/2004 of 11 March 2004 on financial institutions' customer care services and departments and customer Ombudsman establishes:

- a) On the one hand, that the Order applies to investment services companies, which includes branches of investment services companies inside the national territory; and
- b) On the other hand, the requirements and procedures to be followed by customer care services and departments, including the obligation to approve a set of customer protection rules to govern the activities of the customer care service or department.

1.3 In view of the provisions of the above-mentioned legislation and in its capacity as a branch of an investment services company, the General Management of Computershare Investor Services Plc, Spain branch has decided to create a customer care service and approve these customer care service rules.

Article 2. Definitions

- "**Computershare**" shall mean Computershare Investor Services Plc, Spain branch.
- "**Parent**" shall mean Computershare Investor Services PLC, with its registered address at The Pavilions, Bridgwater Road, Bristol, BS99 6ZZ, UK.
- "**Customer**" shall mean any Spanish or foreign individual or body that meets the condition of having entered into a contract with Computershare for the provision of any investment service or ancillary service from among those included in its schedule of activities registered with the Spanish National Securities Market Commission (CNMV).
- "**Group**" shall mean the group of companies and bodies that, under Spanish law, belong to the Computershare Investor Services Plc group.
- "**Order**" shall mean Order ECO/734/2004 of 11 March 2004 on financial institutions' customer care services and departments and customer Ombudsman, as it may be amended in future or, if applicable, any law that may replace it.
- "**Complaint**" shall mean any complaint or grievance that may be made by a Customer against Computershare regarding his or her statutory rights and interests.
- "**Rules**" shall mean these Customer Protection Rules approved pursuant to the provisions of Article 8 of the Order, as they may be amended in future.
- "**Service**" or "Customer Care Service" shall mean the specialised customer care service established by Computershare with the functions assigned to it by Article 5 of the Rules and, in particular, the duties of addressing and resolving Customer Complaints.
- "**Head of Service**" shall mean the head of the Customer Care Service.
- "**Complaints Service**" shall mean the Complaints Service registered with the National Securities Market Commission's Department of Investors which operates under Order ECC/2502/2012 of 16 November 2012 governing the procedure for filing complaints before the complaints services of the Bank of Spain, the National Securities Market Commission and the General Office of Insurance and Pension Funds (Dirección General de Seguros y Fondos de Pensiones).

Article 3. Aim of the Rules

The aim of these Rules is to regulate the right of Computershare Customers to have their Complaints addressed and resolved, provided that they relate to their statutory rights and

interests, as well as the means, bodies (the Customer Care Service) and procedures established by Computershare to ensure the effective exercise of that right. Their content shall be made available to customers in each and every one of the offices that are open to the public, as well as on its website.

Article 4. Customers' Rights

Any Customers who believe that they have been treated negligently, wrongfully or unlawfully shall be entitled to have their Complaints addressed and resolved within two months, free of charge and in accordance with the provisions of these Rules, pursuant to the rules and principles set forth in the legislation relating to customer protection and transparency, good financial practice and customs, and the principles of diligence, good faith, fairness and mutual trust.

Chapter 2. Customer Care Service

Article 5. Functions

5.1 Computershare shall have a specialised and independent customer care service (the Customer Care Service) in charge of protecting Customers' legitimate rights and interests in their relations with Computershare.

5.2 Specifically, the Service shall carry out the following functions:

- a) Addressing and resolving any Complaints that may be filed by Customers in accordance with the procedure laid down in Chapter 3;
- b) Submitting, drawing up and producing before Computershare reports, recommendations and proposals in all those aspects that fall within its remit and that, in its opinion, may promote the good relations and signs of trust that must exist between Computershare and its customers;
- c) Ensuring compliance with the reporting requirements imposed by the Order and in general by regulations on customer protection and transparency in financial services;
- d) Complying, on behalf of Computershare, with all requests made by the Complaints Service in the exercise of its functions; and
- e) Preparing an annual report explaining the exercise of its duties in accordance with the provisions of Article 18 of these Rules.

5.3 In any event, the following are excluded from the Service's powers:

- a) Relations between Computershare and its employees, shareholders, agents or Parent company, unless they are acting only in their capacity as Customers;
- b) Any issues relating to Computershare's decisions on whether or not to conclude a contract or a particular service or transaction with specified people, as well as with regard to their terms or conditions; and
- c) Matters relating to any issues that are being processed or which have been the subject of administrative, court or arbitration proceedings in relation to the same events as those forming the subject matter of the Complaint, or which are intended to prevent, delay or hinder the exercise of any right of Computershare against its Customers.

5.4 As Computershare will not appoint a Customer Ombudsman, the Service will address all complaints and grievances which are duly submitted by its Customers provided that they relate to their statutory rights and interests.

Article 6. Structure and Composition

6.1 The Service is characterised by the independence of its decision-making regarding the scope of its activities. To achieve this, it shall be separate from Computershare's commercial and operational departments, in order to avoid any potential conflicts of interest. Without

prejudice to the independence that it must have in the exercise of its duties, it shall account to Computershare's General Management for organisational purposes.

6.2 Computershare shall ensure that the Service has adequate human, material, technical and organisational resources for the performance of its duties.

6.3 In order to enable the Service to properly carry out its duties, all of Computershare's services and departments shall know of the existence of the Service and must provide it with any information that it may require from them in connection with the exercise of its duties. Computershare shall take appropriate steps to ensure that the procedures envisaged for the transfer of information required by the Service comply with the principles of speed, security, efficiency and coordination at all times.

6.4 The Service shall be comprised of one head of Service.

Article 7. Appointment

7.1 The Head of Service shall be appointed by Computershare's General Management.

7.2 The following requirements must be met in order to be appointed Head of Service:

- a) Having good professional and commercial standing;
- b) Having adequate knowledge and experience to perform the duties that (s)he will have to carry out in accordance with these Rules; and
- c) Not being affected by any of the conflicts of interest set forth in the following Article.

7.3 The Complaints Service and the National Securities Market Commission shall be informed of the appointment of the Head of Service.

Article 8. Conflicts of Interest and Dismissal

8.1 The following shall constitute conflicts of interest preventing a person from being the Head of Service:

- a) Providing professional services to companies which are competitors of Computershare, as well as accepting positions as an employee, manager or director of such competitors;
- b) Being a Member of the Board, Managing Director, General Director or equivalent, or holding a position which includes executive functions in any credit institution, investment services company, collective investment scheme management company, insurance company, pension fund management company or insurance broker;
- c) Holding political office or carrying out any other activities that may have public consequences or that could in any way affect the image of the Service; and
- d) Any that may be specifically established at any given time by the applicable legislation.

8.2 When the Head of Service is in any situation of conflict of interest in relation to a Complaint or grievance, either because it affects him/her directly or because it affects his/her relatives by blood or affinity to the third degree, directly or indirectly, or to persons with whom (s)he has, or has had, a close friendship or emotional relationship, both in relation to the Customer and in relation to any Computershare employees affected by the events forming the subject matter of the Complaint, (s)he must refrain from dealing with it and must immediately inform Computershare's General Management so that it can appoint another person to address and resolve the complaint or grievance in question.

8.3 The Head of Service shall cease to hold office for any of the following reasons:

- a) Carrying out duties at Computershare that involve a conflict of interest for the position;
- b) Supervening death or incapacity;
- c) Resignation;

- d) Loss of eligibility in accordance with the requirements set forth in Article 7.2 above;
- e) Having been convicted of a crime in a final judgment; and
- f) Serious breach of his/her duties and obligations.

The existence of the circumstances set forth in paragraphs b), d) and f) shall be assessed by Computershare's Management after starting the appropriate adversarial procedure.

8.4 If the position of Head of Service becomes vacant, Computershare's General Management shall immediately appoint a new Head of Service. In any event, actions taken by the former Head of Service shall remain valid.

8.5 The dismissal and subsequent appointment of a new Head of Service shall not stop time running for the purpose of the deadline for resolving a Complaint under Article 15.

Article 9. Duration of the Position

9.1 The office of Head of Service shall have an indefinite duration.

Article 10. Supervision

10.1 Computershare's General Management and the Head of Service shall hold regular meetings, as frequently as they may deem appropriate and at least once a year, to analyse the operation of the Service and take any measures that, where applicable, may be deemed necessary to ensure the proper performance of his/her duties and to promote and ensure Computershare's compliance with the legislation on the protection of Customers and good financial practice and customs.

Chapter 3. Procedure for the Submission, Processing and Resolution of Complaints

Article 11. Time, Form, Content and Place of Submission of Complaints

11.1 Complaints must be submitted by Customers within a maximum of two years from the date on which they became aware of the events giving rise to the Complaint.

11.2 Customers may submit their Complaints to the Service either in person or through a representative, in the latter case providing sufficient evidence of his or her representative capacity, through the following methods:

- a) on paper; or
- b) by computer, electronic or telematic means, provided that they make it possible to read, print and save the documents, and always in accordance with the requirements of Law 59/2003 of 19 December 2003 on electronic signatures or any other law that may replace it.

11.3 The procedure will begin with the submission, using any of the methods set forth in Section 11.2 above, of a document, which must contain the following information:

- a) First name, surnames (or company name) and address of the Customer in question and, where appropriate, of the person representing him/her and proof of such representative capacity;
- b) National Identity Card (DNI), passport or Foreign Resident's Card (NIE) number in the case of natural persons, or the information appearing in the relevant public register in the case of legal persons;
- c) Reason for the Complaint, clearly specifying the matters on which a decision is sought;
- d) Office or offices, department or service where the events forming the subject matter of the Complaint took place;
- e) That the Customer is not aware of the subject matter of the Complaint being dealt with in administrative, court or arbitration proceedings; and
- f) Place, date and signature.

The Customer must provide, together with the above document, the documentary evidence in his possession on which his/her Complaint is based.

11.4 Complaints must be submitted at any Computershare office that is open to the public, or at the postal address or e-mail address provided to that purposes

Article 12. Admission for Processing

12.1 Once the Complaint has been received by the Service in accordance with Article 11 above, receipt will be acknowledged within 5 business days noting the date of submittal, for the purpose of calculating the deadline for resolving the incident and opening the corresponding file.

12.2 The Complaint may be submitted only once by the Customer and may not be repeated before Computershare's various bodies.

12.3 In the event that the Customer's identity or the adequacy of the representative capacity (if the Complaint is filed through a representative) is not sufficiently proven, or if the events forming the subject matter of the Complaint cannot be clearly established, the Service will require the Customer (or his/her representative) to complete the documentation sent within ten calendar days, with the warning that failure to do so will result in the Complaint being shelved without further action.

The time taken by the Customer to remedy such errors will not be included in the calculation of the two-month period referred to in Article 15.

12.4 Refusal to accept a Complaint for processing may only be given on the following grounds:

- a) When information that is essential for processing the claim has been omitted and the omission cannot be rectified, including when the grounds of the Complaint are not specified;
- b) When an attempt is made to process as a Complaint another action or appeal that is within the jurisdiction of courts or administrative or arbitration bodies, or if the Complaint is pending resolution or litigation or has already been resolved by a court or administrative or arbitration body;
- c) When the facts, grounds and request into which the Complaint is specified do not relate to specific transactions or the complainant does not qualify as a Customer or the matter does not affect his/her statutory rights and interests in accordance with the provisions of Article 4 above;
- d) When the Complaint is a repetition of an earlier one filed by the same Customer in relation to the same events; and
- e) When the time for the submission of Complaints mentioned in Article 11.1 has elapsed.

12.5 If the Service considers that the Complaint is inadmissible for processing on any of the grounds set forth in Section 12.4 above, it shall notify the Customer by means of a reasoned decision, granting him/her a period of ten calendar days to submit arguments. If the Customer replies to this notification and the reason for rejection is maintained, (s)he shall be informed of the final decision made.

12.6 If the Complaint's admissibility for processing is finally rejected, the Complaint may not be raised again before the Service.

Article 13. Processing

13.1 During the processing of the claim, the Service may seek from the Customer and Computershare's various services and departments any details, clarification, information or evidence that it may deem appropriate for the resolution of the case.

The Service shall include in a single file all the documents that have been added to the proceedings. Such files shall be kept in accordance with the applicable regulations in force at any given time and in any event for at least five years.

13.2 Where there is a connection between the Complaints raised by one or more Customers, the Service may choose to aggregate them in a single file for reasons of efficiency and consistency.

13.3 If, during the processing of the file, the Customer initiates an administrative action or exercises any court or arbitration action on the same subject matter as the Complaint, the Service will shelve the file without any further procedures.

13.4 The Service shall take all necessary steps to ensure compliance with the data protection regulations in force at any given time.

13.5 Complaints shall be processed in Spanish. However, the file may include, without the need to translate them, any documents written in other languages that the Service deems relevant for making its decision.

Article 14. Compromise and Abandonment of Complaints

14.1 If, on the basis of the Complaint, Computershare rectifies its situation with the Customer to the latter's satisfaction, it must provide documentary justification of its compromise to the competent authority unless the Customer has expressly abandoned the claim. In such cases, the Complaint will be shelved without any further action.

14.2 The Customer (or his/her representative) may withdraw his/her Complaints at any time. This will result in the immediate termination of the procedure as far as the Customer is concerned.

Article 15. Term for Issuing a Decision

15.1 The Customer Care Service shall have a period of two months from the date of filing of the Complaint to issue its ruling. After the end of this period, the Customer may resort to the National Securities Market Commission's Complaints Service.

15.2 Without prejudice to the Service's obligation to issue a decision that puts an end to the proceedings within that time, failure to issue a ruling in time shall in no way imply Computershare's compromise or acceptance of the Complaint.

15.3 In any event, if the period stipulated in Section 15.1 comes to an end without the Service issuing a decision, the Customer may submit his/her Complaint to the Complaints Service.

Article 16. Content and Notification of the Decision

16.1 The Service's decision that terminates the procedure and resolves the Complaint must be reasoned and contain clear conclusions regarding the request set out in the Complaint. This decision must be based on the contract terms, the applicable rules on transparency and customer protection, and good financial practice and customs.

If the decision is not in accordance with the criteria applied by the Service in similar previous cases, it must give its reasons for the change of criteria.

16.2 The decision shall contain an express reference to the Customer's right to resort to the Complaints Service if (s)he disagrees with the decision. To that end, the decision shall also include the Complaints Service's postal and e-mail address.

16.3 The Customer (or his/her representative) must be notified of the decision within ten calendar days from the date of its adoption, through the same method used to file the Complaint, unless the Customer (or his/her representative) expressly designates a specific method.

Chapter 4. Information Obligations

Article 17. Relationship with the Complaints Service

17.1 The Customer Care Service shall be responsible for complying on behalf of Computershare with the requests made by the Complaints Service in the performance of its duties, within the times specified by the latter in accordance with its own rules.

17.2 Computershare shall pass the necessary resolutions and take all appropriate action to facilitate the transmission of data and documents that may be necessary in its relations with the Complaints Service by telematic means through the use of an electronic signature in accordance with Article 4 of Law 59/2003 of 19 December 2003 on electronic signatures and its implementing regulations.

Article 18. Annual Report

18.1 The Service shall submit to Computershare's General Management, within the first quarter of each year, an explanatory report on the performance of its duties during the previous financial year, which must contain at least the following:

- a) A statistical summary of the Complaints dealt with, with information on their number, admission for processing or reasons for not admitting them, grounds and issues raised in the Complaints, and the sums and amounts involved;
- b) A summary of the decisions taken, stating whether they were for or against the Customer;
- c) General criteria taken into account in the Service's decisions;
- d) Recommendations or suggestions based on its experience, for a better achievement of the aims of the Service's actions.

18.2 Computershare's annual report must include at least a summary of this report.

Chapter 5. Amendments and Entry into Force

Article 19. Amendments

19.1 These Rules may only be amended by the General Manager of Computershare in accordance with the rules on transparency and customer protection in force at any given time.

19.2 Once approved, such amendments shall be sent by the Customer Care Service to the National Securities Market Commission for verification.

Article 20. Entry into Force

These Rules shall come into force when Computershare starts its activities as a branch in Spain of a Community Investment Services Company.