

SCHEDULE J: OFF-EXCHANGE SALE OF SECURITIES

Subject to this Schedule, we will negotiate a price with you, on request, at which securities may be bought or sold between you and us outside a regulated market or MTF. We will deal with you under this Schedule on a request for quote basis.

1. Definitions

‘Buyer’ means for any Transaction, either you or us acting as buyer of Securities as specified in the related Confirmation;

‘Contractual Currency’ has the meaning given in clause 5.1;

‘Delivery Date’ means, with respect to any Transaction, the date on which Securities are to be delivered by the Seller to the Buyer;

‘Income’ means, with respect to any Security at any time, all interest, dividends or other distributions thereon, including distributions which are a payment or repayment of principal in respect of the relevant Security or, in case of equities, a payment of redemption proceeds in respect of the relevant Security;

‘Income Payment Date’ means, with respect to any Securities, the date on which Income is paid in respect of such Securities or, in the case of registered Securities, the date by reference to which particular registered holders are identified as being entitled to payment of Income;

‘Payment Date’ means, with respect to any Transaction, the date, on which the Purchase Price is to be paid by the Buyer to the Seller;

‘Purchase Price’ means the price at which Securities are sold or are to be sold by the Seller to the Buyer;

‘Securities’ means any shares, bonds, and other transferable securities that are the subject of the purchase and sale Transaction, as specified in the related Confirmation and are eligible to be paid for and transferred through the Settlement Depository;

‘Seller’ means for any Transaction, either you or us acting as seller of Securities as specified in the related Confirmation;

‘Settlement Depository’ means any securities depository, registrar providing for the recording and transfer of title to securities in a computer-based system, or any settlement system, dematerialised book entry system, clearance system or similar system;

‘Trade Date’ means, in relation to any Transaction, the date on which the Buyer and the Seller agree upon the terms and conditions of a Transaction;

‘Transaction’ means a purchase or sale of Securities;

‘Transaction Costs’ has the meaning given in clause 4.6.

2. General

- 2.1.** Subject to this Schedule, we and you may from time to time enter into Transactions as either Buyer or Seller in which the Seller agrees to sell to the Buyer Securities as defined below against the payment of the Purchase Price by the Buyer to the Seller. A Transaction may be entered into orally or in writing at the initiation of either party.
- 2.2.** Upon agreeing to enter into a Transaction we shall promptly send to you a Confirmation of a Transaction.
- 2.3.** A Confirmation shall identify the Buyer and the Seller and contain the following information:
- (i) the Securities (including ISIN or other identifying number or numbers, if any) and quantity thereof;
 - (ii) the Trade Date;
 - (iii) the Purchase Price;
 - (iv) the Payment Date and Delivery Date;
 - (v) the details of the cash/securities account(s) of the parties; and
 - (vi) any additional terms and conditions of the Transaction, if any.
- 2.4.** A Confirmation of a Transaction shall, together with this Schedule and the Terms of Business, constitute conclusive evidence of the terms agreed between the parties for that Transaction.
- 2.5.** In respect of any Transaction, the terms of this Schedule, the Terms of Business and the Confirmation shall together constitute a single, integrated agreement between the parties. The terms of this Schedule shall be incorporated by reference into any Confirmations. In the event of any conflict between the terms of this Schedule and the Terms of Business, this Schedule shall prevail. In the event of any conflict between the terms of this Schedule and the Confirmation, the Confirmation shall prevail.
- 2.6.** The Seller shall procure the delivery of Securities or deliver such Securities to the Buyer or its agent on the Delivery Date in accordance with the terms of this Schedule and the relevant Confirmation.
- 2.7.** The Buyer shall transfer the Purchase Price to the Seller on the Payment Date. The Purchase Price for debt Securities shall include, where appropriate, accrued coupon yield determined in accordance with the offering document, unless otherwise agreed.

3. Income Payment and Corporate Actions

- 3.1.** Unless otherwise agreed between the parties in writing, where the period from and including the Trade Date to and excluding the Delivery Date for a particular Transaction extends over the Income Payment Date, then the Seller shall on the date such Income is paid by the issuer transfer to or credit to the account of the Buyer an amount equal to (and in the same currency as) so much of such Income attributable to such Securities as Buyer would have been paid (if it had been the holder of such Securities on such Income Payment Date) by the issuer to

the holder together with an amount equal to such amount, if any, in respect of tax or tax benefit as the Buyer would have been entitled to claim or recover (if it had been the holder of such Securities on such Income Payment Date) from the issuer's jurisdiction in respect of such Income payment provided that where Income is paid before the relevant Delivery Date such Income shall be transferred to the Buyer on the Delivery Date.

3.2. Subject as otherwise provided in this Schedule or as otherwise agreed between the parties, where the Income paid or distributed by the issuer of Securities is not in the form of money but is in the form of other property, the obligation of a party under clause 3.1 to pay to the other party an amount equal to the amount paid by the issuer shall be construed as an obligation to transfer property equivalent to that distributed by the issuer.

3.3. In relation to any Securities the Seller shall notify the Buyer, within a reasonable time after the date on which a holder of such Securities would in the normal course have received such notice from the issuer, of any notice relating to any proposed conversion, sub-division, consolidation, takeover, pre-emption, option or other similar right or event affecting such Securities or of any Income payment declared in respect of such Securities and issued by the issuer of such Securities to the holders of such Securities within the period from and including the Trade Date to and excluding the Delivery Date for the relevant Transaction. Whether or not such notice is received from the Seller, the Buyer may within a reasonable time before the latest time for the exercise of the right or option give written notice to the Seller that on the Delivery Date or at such time, as may be agreed between the parties, it wishes to receive Securities in such form as will arise if the right is exercised or, in the case of a right which may be exercised in more than one manner, is exercised as is specified in such written notice; provided that if any sum is required to be paid by a holder of the securities to the issuer or any other person in order to exercise such rights, the Buyer shall pay to the Seller an amount equal to such sum.

3.4. Where any voting rights fall to be exercised during the period from and including the Trade Date to and excluding the Delivery Date for a particular Transaction, the Seller shall have no obligation to arrange for voting rights of that kind to be exercised in accordance with the instructions of the other party in relation to such Securities, unless otherwise agreed between the parties.

4. Payment and Transfer

4.1. All money payable by one party to the other in respect of any Transaction shall be paid in immediately available freely convertible funds of the relevant currency free and clear of, and without withholding or deduction for, any taxes or duties of whatsoever nature imposed, levied, collected, withheld or assessed by any authority having power to tax, unless the withholding or deduction of such taxes or duties is required by law. In that event, unless otherwise agreed, the paying party shall pay such additional amounts as will result in the net

amounts receivable by the other party (after taking account of such withholding or deduction) being equal to such amounts as would have been received by it had no such taxes or duties been required to be withheld or deducted.

4.2. All Securities to be transferred hereunder (i) shall be fully paid for and there shall be no moneys or liabilities outstanding or payable in respect of such Securities or any portion thereof as of the Delivery Date for such Securities, (ii) shall be suitable for transfer and shall be accompanied by all necessary documents and instructions to procure that all right, title and interest in Securities shall pass from the Seller to the Buyer on delivery of the same with full title guarantee, free from all liens (other than a lien granted to the operator of the Settlement Depository), charges and encumbrances whatsoever, and such other documentation as the transferee may reasonably request, and (iii) shall be transferred through the Settlement Depository mutually acceptable to the Seller and the Buyer in accordance with the rules and procedures of such Settlement Depository as from time to time in force.

4.3. The Seller shall promptly pay and account for any transfer or similar duties or taxes chargeable in connection with the transfer of Securities and shall reimburse to the Buyer the amount of any liability incurred by it as a result of Seller's failure to do so.

4.4. Unless otherwise agreed in writing between the parties, under each Transaction transfer of Securities by the Seller and payment of Purchase Price by the Buyer shall be made simultaneously.

4.5. Subject to and without prejudice to the provisions of clause 4.4, either party may from time to time in accordance with market practice and in recognition of the practical difficulties in arranging simultaneous delivery of Securities and money waive in relation to any Transaction its rights under this Schedule to receive simultaneous transfer and/or payment provided that transfer and/or payment shall, notwithstanding such waiver, be made on the same day and provided also that no such waiver in respect of one Transaction shall affect or bind it in respect of any other Transaction.

4.6. Where the parties have agreed in relation to a Transaction that we shall, acting as agent, procure the payment of the Purchase Price or the delivery of Securities on your behalf, we will do so provided that we receive the Purchase Price to be so paid or Securities to be so delivered on or before the Payment or Delivery Date, as the case may be.

4.7. The Seller shall be deemed to have delivered Securities to the Buyer notwithstanding that those Securities have been redenominated or that the nominal value of those Securities has changed in connection with such redenomination. Where at any time between the Trade Date and the Delivery Date Securities have become the subject of a call on partly paid securities, conversion, subdivision, consolidation, takeover or any similar event or the holders of Securities have become entitled to receive or acquire other securities or property, the Seller shall deliver to the Buyer:

- (i) in the case of redemption, a sum of money equivalent to the proceeds of the redemption;

- (ii) in the case of a call on partly paid securities, securities equivalent to the paid-up securities provided that the Buyer shall have paid to the Seller a sum of money equal to the sum due in respect of the call;
- (iii) in the case of a capitalisation issue, Securities together with the securities allotted by way of bonus thereon;
- (iv) in the case of conversion, sub-division or consolidation, securities into which the relevant Securities have been converted, sub-divided or consolidated; provided that, if appropriate, notice has been given in accordance with clause 3.3 above;
- (v) in the case of takeover, a sum of money or securities equivalent to the consideration or alternative consideration of which notice has been given in accordance with clause 3.3 above;
- (vi) in the case of a rights issue, Securities together with the securities allotted thereon; provided that notice has been given to the other party in accordance with clause 3.3 above;
- (vii) in the event that income in the form of securities, or a certificate which may at a future date be exchanged for securities or an entitlement to acquire securities is distributed, Securities together with securities or a certificate or an entitlement equivalent to those allotted; provided that notice has been given in accordance with clause 3.3 above;
- (viii) in the case of any event similar to any of the foregoing, Securities together with or replaced by a sum of money or Securities or other property equivalent to (as so defined) that received in respect of such Securities resulting from such event.

4.8. Time shall be of essence in this Schedule.

4.9. All costs and expenses incurred by the party and paid to a bank, custodian, depository or registrar in connection with performance of such party's obligation to pay money or deliver the Securities (**Transaction Costs**), cannot be charged by that party to another party except where the parties specifically agree.

5. Contractual Currency

5.1. All the payments made in respect of or connection with the Transaction shall be made in the currency of the Purchase Price (**Contractual Currency**). Notwithstanding the foregoing, the payee of any money may, at its option, accept tender thereof in any other currency, provided, however, that, to the extent permitted by applicable law, the obligation of the payer to pay such money will be discharged only to the extent of the amount of the Contractual Currency that such payee may, consistent with normal banking procedures, purchase with such other currency (after deduction of any premium and costs of exchange).

5.2. If for any reason the amount in the Contractual Currency received by a party, including amounts received after conversion of any recovery under any judgment or order expressed in a

currency other than the Contractual Currency, falls short of the amount in the Contractual Currency due and payable, the party required to make the payment will, as a separate and independent obligation, to the extent permitted by applicable law, immediately transfer such additional amount in the Contractual Currency as may be necessary to compensate for the shortfall.

5.3. If for any reason the amount in the Contractual Currency received by a party exceeds the amount of the Contractual Currency due and payable to the extent such amount is in excess of normal banking expenses relating to funds transfers, the party receiving the transfer will refund promptly the amount of such excess and the banking costs shall be paid by the other party.