



## **Computershare CIP**

**A Direct Stock Purchase and  
Dividend Reinvestment Plan**

This plan is sponsored and administered by Computershare Trust Company, N.A., not by any appointing issuer. Computershare provides no advice and makes no recommendations with respect to any security that is eligible for the Computershare CIP or any purchase or sale transaction initiated by a participant through the Computershare CIP.

## **Privacy Notice**

At Computershare, we take privacy seriously. In the course of providing services to you in connection with employee stock purchase plans, dividend reinvestment plans, direct stock purchase plans, direct registration services and/or custody services, we receive nonpublic, personal information about you. We receive this information through transactions we perform for you, from enrollment forms, automatic debit forms, and through other communications with you in writing, electronically, and by telephone. We may also receive information about you by virtue of your transaction with affiliates of Computershare or other parties. This information may include your name, address (residential and mailing), social security number, bank account information, stock ownership information, date of birth, government-issued identification number, and other financial information.

With respect both to current and former customers, Computershare does not share nonpublic personal information with any non-affiliated third-party except as necessary to process a transaction, service your account or as required or permitted by law. Our affiliates and outside service providers with whom we share information are legally bound not to disclose the information in any manner, unless required or permitted by law or other governmental process. We strive to restrict access to your personal information to those employees who need to know the information to provide our services to you. Computershare maintains physical, electronic and procedural safeguards to protect your personal information.

Computershare realizes that you entrust us with confidential personal and financial information and we take that trust very seriously.

## Computershare CIP

Computershare CIP (“CIP”) is a direct stock purchase and dividend reinvestment plan that provides an alternative to traditional methods of buying, holding and selling shares in the appointing issuer (“Appointing Issuer”). This brochure, and the Supplement to the Computershare CIP (“CIP Supplement”) describing certain features of CIP that are specific to the Appointing Issuer, provide a complete overview of CIP.

CIP allows you to:

- **Invest small amounts to acquire shares in the Appointing Issuer** – Purchases are in dollar amounts, rather than for a certain number of shares, allowing you to purchase and own fractional shares.
- **Automatically build your investment over time** – Your dividends will be reinvested and, if you wish, you can buy additional stock by check, one-time online bank debit, or through scheduled automatic deductions from your bank account.

### How CIP works

Through CIP, you can purchase and sell shares in the Appointing Issuer directly. CIP is designed for long-term investors who wish to invest and build their share ownership over time.

CIP allows you to buy the same dollar amount of stock through scheduled automatic deductions from your bank account. Please see the CIP Supplement for a schedule of deduction dates. Alternatively, you can periodically purchase stock by authorizing one-time online bank debits, or by submitting a check and completed transaction form. You can also combine these choices to suit your needs. For example, you may choose to purchase stock through scheduled automatic deductions and supplement those purchases with occasional purchases by check.

### Eligibility

CIP is available to the general public, including the Appointing Issuer’s employees and shareholders (but not affiliates of the Appointing Issuer, unless specifically noted in the accompanying CIP Supplement). Regulations in certain countries may, however, limit or prohibit participation in this type of plan. Persons residing outside the United States who wish to participate in CIP should first contact their financial or legal advisors to determine whether they are subject to any governmental regulations prohibiting their participation.

Before enrolling in CIP, please make sure you read and understand the Questions and Answers set forth

below, the detailed Terms and Conditions and the CIP Supplement. Keep in mind that securities are subject to investment risk, including the possible loss of the principal invested.

## Questions and Answers

### **How do I enroll in CIP?**

Existing registered shareholders of the Appointing Issuer as well as new investors can enroll in CIP online at [www.computershare.com/investor](http://www.computershare.com/investor), or by completing and submitting an enrollment form that you can obtain by contacting Computershare.

If you are not currently a registered shareholder of the Appointing Issuer, you must either purchase shares at the time of your enrollment in CIP or transfer shares of the Appointing Issuer you hold through a bank, broker or other nominee into your own name and then enroll in CIP.

### **What if I hold paper stock certificates?**

If you hold paper stock certificates, you may enroll in CIP by following the instructions set forth above. You can choose either to retain possession of your certificates or to deposit the certificated shares into your CIP account. If you wish to deposit the certificated shares, you must send the unsigned certificates to Computershare. We strongly recommend that you send certificates via overnight delivery or another form of traceable mail, with return receipt requested, and ensure that the certificates are properly insured.

### **How do I purchase shares for my CIP account?**

You may purchase shares for your CIP account in three ways: by regularly scheduled electronic deductions, by one-time online bank debit and/or by check.

- You may authorize scheduled automatic deductions (in U.S. dollars) from your U.S. bank account by submitting a request online at [www.computershare.com/investor](http://www.computershare.com/investor) or by completing and returning an authorization form to Computershare. A schedule of the automatic deduction dates can be found in the CIP Supplement.
- You may authorize a one-time online bank debit (in U.S. dollars) from your U.S. bank account by submitting a request online at [www.computershare.com/investor](http://www.computershare.com/investor).
- You may make optional cash investments by sending a check (in U.S. dollars) made payable to

“Computershare” along with a completed transaction form to Computershare.

Computershare will purchase whole and fractional shares of the Appointing Issuer’s stock to equal each amount you invest, less any applicable fees. Fees, as well as minimum and maximum purchase amounts, are detailed in the CIP Supplement.

**When are shares purchased?**

Computershare generally will purchase shares within five business days after receiving your funds, subject to market conditions.

**Are dividends reinvested through CIP?**

If the Appointing Issuer pays a cash dividend, Computershare will either send you a check for your dividends or reinvest them based on your preference. You must provide instructions regarding dividend reinvestment when you enroll in CIP. See the CIP Supplement for available participation options.

Computershare will purchase whole and fractional shares of the Appointing Issuer’s stock to equal the dollar amount of the reinvested dividends, less any applicable fees and tax withholdings. See the Terms and Conditions for specific details on dividend reinvestment.

You may change your reinvestment instruction online at [www.computershare.com/investor](http://www.computershare.com/investor), by telephone or in writing at any time. If Computershare receives the notice of change after a dividend record date, the changing of your reinvestment option may not be effective until the next dividend payment date.

**How do I sell shares through the CIP?**

You may sell all or a portion of the shares in your CIP account at any time through [www.computershare.com/investor](http://www.computershare.com/investor), via telephone, or by mailing your request to Computershare.

CIP generally supports the sales options set forth below. All sales options, however, may not be available at all times.

*Market Order:* A market order is a request to sell shares promptly at the current market price. Market order sale instructions received by Computershare during market hours are final and cannot be stopped or cancelled. If you request to cancel a market order placed outside of market hours, Computershare will use commercially reasonable efforts to honor the request. Depending on the number of shares being sold and current trading volume in the shares, a market order may only be partially filled or not filled at all on the trading day in which it is placed, in which

case the order, or remainder of the order, as applicable, will be cancelled at the end of such day. To determine if your shares were sold, you should check your account online at [www.computershare.com/investor](http://www.computershare.com/investor) or contact us at the number listed in the CIP supplement. If your market order sale was not filled and you still want the shares sold, you will need to re-enter the sale request.

*Batch Order:* A batch order is an accumulation of all sales requests for a security submitted together as an aggregate request. Computershare will automatically treat all sale requests received in writing as batch order sale requests. Computershare will process batch order requests no later than five business days after the date on which it receives the order (except where deferral is required under applicable federal or state laws or regulations), assuming the applicable market is open for trading and sufficient market liquidity exists. Once received by Computershare, batch order sale instructions are final and cannot be stopped or cancelled.

*Day Limit Order:* A day limit order is an order to sell shares when and if the stock reaches a specific price on a specific day. The order is automatically cancelled if the price is not met by the end of that trading day (or, for orders placed outside of market hours, the next trading day). Depending on the number of shares being sold and current trading volume in the shares, such an order may only be partially filled, in which case the remainder of the order will be cancelled. The order may be cancelled by the applicable stock exchange; by Computershare at its sole discretion; or, if Computershare's broker has not filled the order, at your request made online at [www.computershare.com/investor](http://www.computershare.com/investor) or by telephone.

*Good-Til-Cancelled (GTC) limit order:* A GTC limit order is an order to sell shares when and if the stock reaches a specific price at any time while the order remains open (generally up to 30 days). Depending on the number of shares being sold and current trading volume in the shares, sales may be executed in multiple transactions and over more than one day. If shares trade on more than one day, a separate fee will be charged for each day. The order (or any unexecuted portion thereof) is automatically cancelled if the price is not met by the end of the order period. The order may be cancelled by the applicable stock exchange; by Computershare at its sole discretion; or, if Computershare's broker has not filled the order, at your request made online at [www.computershare.com/investor](http://www.computershare.com/investor) or by telephone.

For more information about the timing, processing and pricing of sale requests, see the Terms and

Conditions. Please also refer to the CIP Supplement as different types of orders, and orders placed by telephone through a customer service representative, are subject to different fees.

Computershare may, under certain circumstances, require a transaction request to be submitted in writing. Please contact Computershare to determine if there are any limitations applicable to your particular sale request.

If you sell shares from an account without a valid Form W-9 certifying the accuracy of your taxpayer identification number (for U.S. holders) or a valid Form W-8BEN (for non-U.S. holders), your sales proceeds will be subject to backup withholding tax at the then-effective rate. These tax forms are available at [www.computershare.com/investor](http://www.computershare.com/investor) or can be obtained by calling the telephone number listed on the CIP Supplement.

If you wish to sell shares you hold in certificated form through CIP, you must first deposit the certificates into your CIP account.

If you elect to sell shares online at [www.computershare.com/investor](http://www.computershare.com/investor), you may use Computershare's international currency exchange service to convert your sales proceeds to another currency. This service is subject to additional terms and conditions, currency availability and fees.

If you elect to sell shares online at [www.computershare.com/investor](http://www.computershare.com/investor), you also may request to receive sales proceeds by electronic funds transfer ("EFT"), subject to additional fees.

### **How do I transfer CIP shares or give them as gifts?**

Please visit the Computershare Transfer Wizard at [www.computershare.com/transferwizard](http://www.computershare.com/transferwizard). The Transfer Wizard will guide you through the transfer process, assist you in completing the transfer form, and identify other necessary documentation you may need to provide. Issuance of certificates (if offered by the Appointing Issuer) may be subject to an additional fee.

### **How do I keep track of my investments?**

The simplest way to keep track of your investments is by logging into your account at [www.computershare.com/investor](http://www.computershare.com/investor). There you will be able to see sales, purchases, balances, prices, dividends reinvested, cost basis and other information. Additionally, you will periodically receive CIP account statements and, if applicable, transaction advices.

### **What about taxes?**

For U.S. persons, Computershare will send a Form 1099-DIV to you and the U.S. Internal Revenue Service after the end of each year, reporting any dividend income you received during the year. For non-U.S. persons eligible to participate in CIP, Computershare will send a Form 1042-S to you and the U.S. Internal Revenue Service after the end of each year, reporting any dividend income you have received during the year.

If you are a U.S. person and sell shares through CIP, Computershare will send a Form 1099-B to you and the U.S. Internal Revenue Service showing the total proceeds of the transaction.

### **How do I vote my shares?**

As a registered shareholder, you will receive all shareholder communications sent by the Appointing Issuer, including proxy material. The proxy material will describe how to vote your shares.

### **How do I end my participation in CIP?**

You can end your participation in CIP online at [www.computershare.com/investor](http://www.computershare.com/investor), via telephone or by mailing your request to Computershare. Your participation in CIP will also end if you sell or transfer all shares in your CIP account. When you end participation in CIP, Computershare may sell (through a batch order) your remaining fractional share interests, if any, subject to the fees set forth in the CIP Supplement.

### **What if I have questions about CIP?**

If you would like more information about CIP or have any additional questions about buying or selling shares or any other CIP services, you may visit [www.computershare.com/investor](http://www.computershare.com/investor) or call Computershare at the telephone number indicated on the CIP Supplement. Keep in mind that Computershare does not provide financial, accounting, legal or tax advice.

## **Terms and Conditions**

### **1. Appointment**

Computershare Trust Company, N.A. ("Computershare"), as agent for any Participant in the Computershare CIP, will in accordance with each Participant's instruction and these Terms and Conditions:

- (a) accept deposits of shares and credit them to the Participant's account in book-entry form;
- (b) apply funds received from an eligible Participant for the purchase of whole and



- fractional shares of stock for the Participant's account;
- (c) pay dividends in cash (in U.S. dollars) to the Participant or apply all or part of any dividends payable to the Participant to the purchase of additional whole and/or fractional shares; and
- (d) sell shares on behalf of the Participant.

All Participant instructions under these Terms and Conditions include any necessary instruction to affiliates of Computershare acting as Computershare's service agents. In regards to any appointing issuer ("Appointing Issuer"), these Terms and Conditions include the CIP Supplement applicable to such Appointing Issuer.

## 2. **Purchases**

Participants may initiate optional cash purchases either by sending a check (in U.S. dollars drawn against a U.S. bank) payable to "Computershare" for the desired purchase amount or by establishing an authorized electronic funds transfer from a checking or savings account. Computershare will not accept cash, traveler's checks, money orders or third-party checks. Computershare will, upon receipt, deposit such funds in an account maintained for the benefit of Participants. Computershare will seek to purchase shares from optional cash investments promptly, but in no event later than five business days after the funds are received, assuming the relevant markets are open and sufficient market liquidity exists (and except where deferral is required under applicable federal or state laws or regulations). Computershare will reinvest dividends promptly following receipt thereof from the Appointing Issuer, assuming the relevant markets are open and sufficient market liquidity exists (and except where deferral is required under applicable federal or state laws or regulations).

For the purpose of making purchases on behalf of Participants, Computershare may combine a Participant's funds with funds of other participants and generally will batch purchase types (dividend and optional cash) for separate execution by its broker. At Computershare's discretion these batches may be combined and executed by its broker. Computershare may also direct its broker to execute each purchase type in several batches throughout a trading day. Depending on the number of shares being purchased and current trading volume in the shares, Computershare's broker may execute purchases for any batch or batches in multiple

transactions and over more than one day. If different purchase types are batched, the price per share of the Appointing Issuer's stock purchased for each CIP account, whether purchased with funds contributed, dividends or both, shall be the weighted average price of the specific batch for such shares purchased by Computershare's broker for CIP on such trade date or dates. Computershare will hold (including in the name of its nominee), all shares of stock purchased or deposited for Participants and will establish and maintain CIP account records that reflect each Participant's separate interest

Depending on the number of shares being purchased and current trading volume in the shares, a purchase order for any one or more batches may only be partially filled or not filled at all on the trading day in which it is placed, in which case the batch order, or remainder of the batch order, as applicable, will be cancelled at the end of thirty (30) days. If the batch order in which your purchase request was included is only partially filled, the amount of shares you will receive will be prorated based on the amount of funds you contributed out of the total funds contributed for the batch order. You will still be charged the one-time processing fee for your purchase request if your order is partially filled. You will only be charged the per share fee for the actual number of shares purchased. Any funds not used to purchase shares will be returned to you by check. Computershare will not be responsible for any fees you may incur related to the returned payment. No interest will be paid on funds held by Computershare pending purchase of shares.

You should not purchase shares through CIP if you want complete control over the timing or the purchase price. The timing of any purchases is dependent on market conditions, and may be affected by market events or external causes. In the event of a trading halt, Computershare's broker will place purchase orders for execution on the first available day after the trading halt is lifted.

Computershare is not obligated to return any optional cash purchase funds if so requested by a Participant, but will make an effort to do so.

If any Participant's check for a cash contribution is returned unpaid for any reason, or an authorized electronic funds transfer is rejected, Computershare will consider the request for

investment of such funds null and void.

Computershare will immediately remove from the Participant's CIP account those shares, if any, purchased upon the prior credit of such funds and will immediately sell such shares.

Computershare also will sell any additional shares from the Participant's CIP account as necessary to cover any costs, losses or fees.

### 3. **Sales**

A Participant may sell all or a portion of the shares credited to his or her account at any time by submitting a request to Computershare online at [www.computershare.com/investor](http://www.computershare.com/investor), via telephone or in writing.

Market order sale requests (requests to sell shares promptly at the current market price) received by Computershare during market hours (normally 9:30 a.m. to 4:00 p.m. Eastern Time) will be submitted promptly to Computershare's broker. Any orders received outside of market hours will be submitted to Computershare's broker on the next day the market is open. Sales proceeds will equal the market price of the sale obtained by Computershare's broker, net of taxes and fees. Computershare will use commercially reasonable efforts to honor requests by Participants to cancel market orders placed outside of market hours. Depending on the number of shares being sold and current trading volume in the shares, a market order may only be partially filled or not filled at all on the trading day in which it is placed, in which case the order, or remainder of the order, as applicable, will be cancelled at the end of such day. To determine if your shares were sold, you should check your account online at [www.computershare.com/investor](http://www.computershare.com/investor) or contact us at the number listed in the CIP supplement. If your market order sale was not filled and you still want the shares sold, you will need to re-enter the sale request.

For batch orders (an accumulation of all sales requests for a security submitted together as an aggregated request), sale requests will be processed no later than five business days after the date on which the order is received by Computershare, assuming the relevant markets are open and sufficient market liquidity exists (and except where deferral is required under applicable federal or state laws or regulations). All sale requests received in writing will be submitted as batch order sales. Sales proceeds will equal the weighted average sale price obtained by Computershare's broker for all

shares sold in such batch on the applicable trade date or dates, net of taxes and fees. Once received by Computershare, batch order sale instructions are final and cannot be stopped or cancelled.

A day limit order (an order to sell shares when and if the stock reaches a specific price on a specific day) is automatically cancelled if the price is not met by the end of that trading day (or, for orders placed outside of market hours, the next trading day). Depending on the number of shares being sold and current trading volume in the shares, such an order may only be partially filled, in which case the remainder of the order will be cancelled. The order may be cancelled by the applicable stock exchange, by Computershare at its sole discretion as it deems necessary or advisable or, if Computershare's broker has not filled the order, at a Participant's request made online at [www.computershare.com/investor](http://www.computershare.com/investor) or by telephone.

For a good-til-cancelled (GTC) limit order (an order to sell shares when and if the stock reaches a specific price at any time while the order remains open (generally up to 30 days)), depending on the number of shares being sold and current trading volume in the shares, sales may be executed in multiple transactions and over more than one day. If shares trade on more than one day, a separate fee will be charged for each day. The order (or any unexecuted portion thereof) is automatically cancelled if the price is not met by the end of the order period. The order may be cancelled by the applicable stock exchange, by Computershare at its sole discretion as it deems necessary or advisable or, if Computershare's broker has not filled the order, at a Participant's request made online at [www.computershare.com/investor](http://www.computershare.com/investor) or by telephone.

#### **4. Transactions**

Computershare will cause its broker to effect purchases and sales on any securities exchange where such shares are traded, in the over-the-counter market or by negotiated transactions, upon such terms with respect to price, delivery, etc., as Computershare may accept.

No Participant shall have any authority or power to direct the number of shares purchased or the time or price at which shares may be purchased or sold (except for prices specified for day limit

orders or GTC limit orders), or to select the broker or dealer through or from whom purchases or sales are to be made by Computershare. Neither the purchase price nor the sale price is determined until the broker completes the trade. All transactions are subject to market conditions. Under no event shall Computershare be responsible for system outages or broker failures. Shares may trade over more than one day depending on share volume and market liquidity.

For processing purchase and sale instructions from a Participant, Computershare will charge transaction and processing fees in accordance with the fee schedule set forth in the CIP Supplement or in subsequent notices of fee changes that Computershare provides to Participants. Fees are subject to change at any time, in accordance with the Terms and Conditions, upon written notification to Participants. Computershare may receive additional compensation, including from the company, in connection with the administration of CIP.

#### 5. **Termination and Withdrawal**

A Participant may withdraw from CIP online at [www.computershare.com/investor](http://www.computershare.com/investor), via telephone or by mailing a request to Computershare. A Participant may also withdraw from CIP by selling or transferring all shares in the Participant's CIP account. Upon withdrawal from CIP, any uninvested contributions will be returned promptly to the Participant.

For an account whose dividends are to be reinvested, if Computershare receives the Participant's notice of withdrawal near a dividend record date, Computershare, in its sole discretion, may either distribute such dividends in cash or reinvest them in shares on behalf of the withdrawing Participant. If such dividends are reinvested, Computershare will process the withdrawal as soon as practicable, but in no event later than five business days after the reinvestment is completed.

Computershare may, for any reason and in its sole discretion, terminate any Participant's participation in CIP, effective immediately upon mailing via U.S. Post Office or courier service a notice of termination to the Participant at the Participant's address of record as maintained in Computershare's files. Upon issuing a notice of termination, Computershare will promptly refund

any funds contributed by such Participant and held by Computershare pending purchase of shares.

In addition, if a Participant withdraws, transfers or sells all of the Participant's whole shares, leaving only a fractional share in his or her account, Computershare may, in its discretion and without notice to the Participant, terminate the Participant's participation in CIP and sell any fractional share as a batch order sale, subject to the fees set forth in the CIP Supplement. If the sales proceeds exceed applicable fees and tax withholdings, Computershare will mail a check in the amount of such excess to the Participant at the Participant's address of record.

**6. Agent's Discretion**

Computershare may, for various reasons, require a transaction request to be submitted in writing. If unable to complete a specific transaction, Participants should contact Computershare to determine if their particular request, must be submitted in writing.

**7. Tax Consequences**

Although Computershare will reinvest dividends on CIP shares according to the Participant's instructions, the Participant remains solely responsible for any income taxes payable on such dividends.

Computershare will send a Form 1099-DIV (for Participants who are U.S. persons) or a Form 1042-S (for Participants who are non-U.S. persons) to the Participant and the U.S. Internal Revenue Service after the end of each year, reporting any dividend income the Participant received during the year.

If a Participant who is a U.S. person sells shares through CIP, Computershare will send a Form 1099-B to the Participant and the U.S. Internal Revenue Service showing the total proceeds of the transactions.

If the Appointing Issuer pays commissions or fees on behalf of the Participant, additional tax reporting may be required.

IRS regulations require Participants to have a valid and effective tax certification form on file in order to avoid the application of U.S. withholding taxes at the then-effective rate to payments of dividends (including reinvested dividends) and/or sales proceeds. For U.S. persons, the Form W-9 is

required. For non-U.S. persons, the Form W-8BEN is required. Any taxes withheld for the year will be shown on the tax information forms furnished by Computershare to Participants pursuant to rules of the U.S. Internal Revenue Service.

The tax consequences of participating in CIP can vary depending on each Participant's tax situation. Accordingly, each Participant is responsible for determining the tax effect of CIP participation and should consult with his or her tax advisor with respect to current and proposed federal, state, local, foreign and other tax laws.

## **Other Information**

### **8. Voting**

A Participant will have the sole right to vote shares held through CIP.

### **9. Corporate Actions**

Any shares issued pursuant to a stock dividend or stock split on shares held in a Participant's CIP account or shares registered in the name of the Participant will be credited to the Participant's CIP account, provided that such shares are of the same type, class and series as the shares held under CIP. Processing of purchases, sales and transfers may be temporarily suspended during such distributions or other corporate actions. If the Appointing Issuer makes available to its shareholders any rights to subscribe to additional shares, debentures or other securities, the number of rights to be issued to a Participant shall be based on the number of whole shares held for a Participant under CIP and the number of whole shares of the same class of stock otherwise registered in the name of the Participant.

### **10. Limitations of Liability and Force Majeure**

Computershare shall not be liable for any action taken or omitted to be taken in connection with CIP or the services provided herein, except that Computershare shall be liable for losses incurred as a direct result of Computershare's willful misconduct. In particular, but without limitation, Computershare shall not be responsible for any losses (1) arising out of failure to terminate a Participant's participation in CIP upon the Participant's death prior to Computershare's receipt of written notice of death from an appropriate representative, and (2) with respect to the prices or times at which shares are purchased or sold for any Participant's account. Under no circumstances shall Computershare be

liable for any special, indirect, incidental, punitive or consequential loss or damage of any kind whatsoever (including, but not limited to, lost profits), even if Computershare has been advised of the possibility of such loss or damage. Except as otherwise stated herein, the parties acknowledge that, in light of the unique characteristics of each instance in which services are to be performed, Computershare makes no representation that any of the services shall be performed at any set time or under any deadline, and Computershare shall not be liable for any change in the market value of any security at any time. Computershare shall not be liable for any loss or damage resulting from its inability to comply with these Terms and Conditions by reason of events beyond its reasonable control, including, but not limited to, acts of war, terrorism, riots, civil emergencies, acts of God or nature, local or regional electrical or communications system breakdowns, or acts of civil or military authority.

**11. Amendment, Modification, and Termination**

Computershare reserves the right to amend or modify the provisions of CIP (including fees) at any time, by notifying the Participants of such amendment or modification (including in a notice delivered with normal company mailings to shareholders). Computershare may also suspend or terminate CIP without notice at any time as it deems necessary or advisable.

In addition, Computershare reserves the right to interpret and regulate CIP as it deems necessary or desirable in connection with the operation of CIP.

**12. Broker Dealer**

Computershare may, in its sole discretion, use a broker-dealer that is affiliated or unaffiliated with Computershare to execute purchase or sale transactions. In such event, the Participant acknowledges that compensation paid in connection with those transactions will accrue to the sole benefit of Computershare or its service providers. Under no circumstances shall Computershare be responsible for any action taken or omitted to be taken by such affiliated or unaffiliated broker-dealer.

**13. Investment Risk**

Computershare provides no advice and makes no recommendations with respect to any security that is eligible for CIP or any purchase or sale transaction initiated by a Participant. Securities are subject to investment risk including the



possible loss of the principal invested. Any decision to purchase or sell any security that is eligible for CIP participation must be made by the individual Participant based upon his or her own research and judgment.

**14. Insurance**

CIP accounts, the securities held therein and any cash temporarily held on behalf of a Participant are not deposits of Computershare and are not insured by the Securities Investor Protection Corporation ("SIPC"), Federal Deposit Insurance Corporation ("FDIC") or any other federal or state agency.

**15. Governing Law and Consent to Jurisdiction**

CIP, these Terms and Conditions (including the CIP Supplement) and Computershare's duties and responsibilities hereunder shall be governed by the laws of the State of New York (without regard to the conflict of law principles). By enrolling in CIP, each Participant (a) consents to the jurisdiction of courts in Illinois, New Jersey, New York and Massachusetts (whether state or federal) over all matters relating to CIP or the services provided by Computershare and (b) waives its right to trial by jury. The signing and sending of a CIP enrollment form or the initiation of a transaction, including the deposit of shares by book-entry or by certificate through CIP, shall constitute an offer by the individual shareholder to establish a principal-agency relationship with Computershare. Acceptance shall occur in the offices of Computershare upon receipt by Computershare of such forms or requests.

**16. Institutional Investors**

CIP is not designed for and may not be used by institutional investors or financial intermediaries.

**17. Statement of Ownership**

Computershare will confirm each trade for the Participant's CIP account and each share deposit or share transfer promptly after the account activity occurs. The statement will show the number of shares held by the Participant, the number of shares for which dividends are being reinvested, any cash received for purchase of shares, the price per share for any purchases or sales, any applicable fees for each transaction and, if available, the time of sale. If the only activity in a Participant's account is the reinvestment of dividends or regularly scheduled automatic purchases, this activity will be confirmed in a statement on at least a quarterly basis. If the Appointing Issuer pays an annual dividend and the only activity in a Participant's

account for a calendar year is the reinvestment of such dividend, such Participant will receive an annual statement.

These statements are a Participant's continuing record of the cost basis of his or her purchases and should be retained for income tax purposes. For shares acquired in CIP after January 1, 2011, the statement will include specific cost basis information in accordance with applicable law. A service fee may apply for copies of statements covering any period in a prior calendar year.

Participants will receive copies of the same shareholder communications sent to every holder of record of shares.

**18. Eligibility**

Laws may prevent residents of certain countries from participating in CIP. Affiliates of the Appointing Issuer, as defined under the Securities Act of 1933, as amended, and the rules thereunder, are not eligible to participate in CIP (unless set forth in the CIP Supplement). Participants are responsible for determining their eligibility under such laws and under any special rules covering employees of the Appointing Issuer who also are Participants.

**19. Enforceability**

The parties agree that each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall not impair the enforceability of any other clause herein. In addition, if any provision contained herein shall for any reason be held to be

unenforceable due to excessive breadth, scope, activity, subject or otherwise, a suitable and equitable provision will be substituted for that provision in order to carry out, so far as may be valid and enforceable, the intent and purposes of the invalid and unenforceable provision.

## **How to contact Computershare**

### **By Internet:**

[www.computershare.com/investor](http://www.computershare.com/investor)

Please note that all transactions online shall be subject to the additional Investor Center Terms and Conditions

### **Call:**

See the CIP Supplement or your CIP account statement for information on how to contact Computershare by phone.

### **Write:**

Computershare CIP  
c/o Computershare Investor Services  
P.O. Box 505000  
Louisville, KY 40233-5000

Be sure to include your name, address, account number, company name (both as shown on your statement) and daytime phone number on all correspondence.

### **For overnight delivery services:**

Computershare CIP  
Computershare Investor Services  
462 South 4th Street  
Suite 1600  
Louisville, KY 40202

