

THIS DOCUMENT IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. When considering what action you should take, you are recommended to seek your own personal financial advice from your stockbroker, bank manager, solicitor, accountant or other professional adviser authorised under the Financial Services and Markets Act 2000 immediately.

If you have sold or transferred all your ordinary shares in Rok plc, please send this document together with the form of proxy to the stockbroker, bank or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.



# Rok plc

(Registered in England No. 358466)

Rok Centre  
Guardian Road  
Exeter Business Park  
Exeter EX1 3PD

Date as postmark

Dear Shareholder

## ROK PLC DIVIDEND RE-INVESTMENT PLAN

We are pleased to announce that Rok plc has decided to offer its shareholders the opportunity to re-invest their cash dividends to buy Rok plc shares via the Rok plc Dividend Re-investment Plan (the Plan). The Plan replaces the SCRIP Dividend Mandate Scheme previously provided by Rok and any residual cash balance held on your behalf under that scheme will be returned to you shortly.

The Plan enables you to increase your shareholding in an easy and convenient way. Rok plc shares will be purchased for you on market as soon as possible on or after each dividend payment date and added to your existing shareholding. You will be sent a written confirmation of any purchase made.

You can join or leave the Plan at any time either via the secure website of the Plan Administrators, Computershare, or by writing to Computershare, and details are provided below. Your instruction to join or leave the Plan must be received by Computershare at least 15 working days before the relevant dividend payment date in order for it to be effective for that payment.

If you do not wish to join the Plan and would prefer to continue receiving cash dividend payments, you need take no further action.

### What are the costs?

There are no costs to you in joining or leaving the Plan, however each time shares are purchased on your behalf you will be required to pay a dealing commission of 0.5% (minimum £1) of the value of the shares purchased and Stamp Duty Reserve Tax, currently at 0.5%, of the value of the shares purchased. These costs will be deducted from the dividend you receive prior to the purchase of shares.

### How can I sign up to the Plan?

There are two ways in which you can sign up to the Plan, as follows:

1. By visiting [www.computershare.com/investor/UK](http://www.computershare.com/investor/UK) and following the easy to use on-screen instructions as detailed below:
  - Click on "Register Now" to sign up to the Investor Centre. This will allow you to carry out a number of share related transactions online, including opting to join the Plan.
  - You will be required to fill in your Shareholder Reference Number (SRN) and your postcode, together with your e-mail address. You will also be asked to select a User name (ID) and password of your choice.
  - Once registered select "Reinvestment Plans" from the left hand menu and amend your current cash dividend instruction, confirming acceptance of the Plan terms and conditions; or
2. By completing the mandate form circulated with this booklet and returning it to Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol, BS99 7NH in the prepaid envelope provided.

You can also leave the Plan at any time via the website details above or by advising Computershare in writing.

A copy of the Plan terms and conditions are contained in the following pages. If you have any questions, please contact Computershare on 0870 707 1274.

Insofar as this leaflet constitutes a financial promotion for the Plan provided by Computershare Investor Services PLC it has been approved by Computershare Investor Services PLC for the purpose of Section 21 (2) (b) of the Financial Services & Markets Act 2000 only.

Yours sincerely

**Julian Turnbull**  
Secretary

# ROK PLC DIVIDEND RE-INVESTMENT PLAN TERMS AND CONDITIONS

Rok plc has arranged a Dividend Reinvestment Plan that gives shareholders the opportunity to use their cash dividend to buy shares in the Company through a special dealing arrangement. The Plan is administered in the United Kingdom by Computershare Investor Services PLC or any successor administrator as may be appointed. Computershare Investor Services PLC is authorised and regulated by the Financial Services Authority (FSA) in the conduct of the Plan. The Plan is not run by Rok plc itself. The following pages form the terms and conditions of the Rok plc Dividend Reinvestment Plan. Please read these terms and conditions carefully and keep them in case you need to refer to them in the future.

**This information should not be regarded as a recommendation to buy or hold shares in Rok plc. 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. If you are in any doubt about what you should do, you should get independent professional advice.** If you have any questions about the Plan, you can write to: Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol, BS13 8AE.

## 1. Definitions

**administrator** or **us/we** mean Computershare Investor Services PLC whose registered details appear at the end of these terms and conditions;  
**broker** means the broker or market maker which we use from time to time in order to execute client instructions;  
**business day** means any day (excluding Saturday) on which banks in the United Kingdom are generally open for non-automated business;  
**costs** mean our fees, commission or other charges payable on the purchase of your shares;  
**dealing day** means any business day that the London Stock Exchange is open for business, or when the London Stock Exchange is not open for business, the following dealing day;  
FSA means the Financial Services Authority;  
**market maker** means the entity able and willing to enter into transactions of sale and purchase investments at prices determined by them generally and continuously, rather than in respect of each particular transaction;  
**Plan** means the Rok plc Dividend Reinvestment Plan described in these terms and conditions;  
**shares** means Rok plc 2p ordinary shares;  
**retail client** means someone who is not a financial services professional and who is accordingly offered the full protection of the FSA Rules under the Financial Services and Markets Act 2000.  
**you** means the person using this Plan service.

## 2. How will the Plan Operate?

(a) Shareholders using this service reinvest the cash dividend paid by Rok plc by us arranging the purchase of Rok plc ordinary shares through a special dealing arrangement.

(b) If you join the Plan, then as many shares as possible will be purchased for you from the proceeds of your cash dividend. Dealing commission at 0.5% minimum £1 and stamp duty reserve tax at the prevailing rate (currently 0.5%) will be charged. Purchases are made on, or as soon as reasonably practicable after, the relevant dividend payment date. The purchases are made on an execution only basis. In calculating the stamp duty and commission payments to be made to the broker or market maker for the transaction, we will round up to the nearest penny; any potential fraction difference will be kept for our own benefit.

(c) All client money we hold on your behalf as a consequence of administering this Plan is maintained in a designated client money account at Royal Bank of Scotland PLC, a UK approved bank. This means your money is segregated and protected in accordance with the requirements of the FSA Rules. If we or Royal Bank of Scotland PLC became insolvent your money would remain protected. We will not pay interest on this account.

## 3. How is this different from a scrip dividend scheme?

Under a dividend reinvestment plan, a company pays a cash dividend which is then used to buy existing shares on the open market. In a scrip dividend scheme the company creates new shares instead of paying a cash dividend.

## 4. Who can join?

(a) All shareholders in Rok plc may participate in the Plan provided they do not live in, or are subject to the jurisdiction of any country outside the United Kingdom that would require Rok plc or us to comply with local government or regulatory procedures or any similar formalities.

(b) Shareholders who do not live in the United Kingdom are personally responsible for ensuring that they are legally permitted to join the Plan and for completing any necessary formalities. If there is any doubt regarding your suitability to join the Plan, you should seek independent professional advice.

(c) Should it materialise that you are subject to the jurisdiction of such a country we may, at our discretion, cancel your participation in the Plan.

(d) Where local legislation prohibits participation in the Plan, this documentation should be regarded as information only.

(e) Employees in Rok plc designated as PDMRs for the purposes of share dealing will need to make a notification under the Company Model Code Rules of any shares purchased on their behalf.

## 5. Who will administer the Plan?

The Plan is operated by Computershare Investor Services PLC or such successor administrator as may be appointed from time to time.

## 6. How much will it cost me to participate in the Plan?

(a) There is no entry fee but participants will be charged a dealing commission of 0.5% minimum £1 on the value of shares purchased. You will also have to pay stamp duty reserve tax at the prevailing rate (currently 0.5%). For example, if a £50 dividend is used to buy shares for you, £1.25 would be deducted from the dividend to cover the dealing charge and stamp duty reserve tax.

(b) There may be further taxes or costs incurred that are not paid via us or imposed by us.

## 7. At what price will the shares be bought; how many shares will you receive and when will you receive confirmation?

(a) On payment of your dividend, monies will be aggregated with the monies of all other Plan participants. In accordance with our Best Execution Policy an instruction will be passed by us to a broker to purchase as many whole shares as can be paid for from the aggregated monies remaining from the dividend amount after providing for the dealing commission fee and stamp duty reserve tax. Accordingly, you cannot specify any maximum or minimum price for your shares. Monies from the aggregated funds will be applied to settle executed trades as settlement becomes due. The broker we select is required, prior to executing the instruction, to consider factors including the likelihood of execution, size of instruction, nature of stock, costs, speed of settlement, prevailing stock price and execution venue and may give preference to those factors that determine the best possible result for you in terms of total consideration.

(b) The broker will normally select execution venues that are Regulated Markets or Multilateral Trading Facilities (MTF); these are markets authorised to the extent that they operate in accordance with non-discretionary rules as required

by MiFID (e.g. London Stock Exchange). In order to obtain the best possible result the broker may decide at its discretion to execute your instruction outside a Regulated Market or MTF; this could happen if the broker deals as Principal, executes the client instruction with a Market Maker or matches the client instruction against another client instruction received. By using this service you consent to us transmitting the instruction on the basis that the broker may use a venue that is not a Regulated Market or MTF.

(c) The broker may carry out several market transactions in order to acquire the number of shares needed for the Plan. To help ensure that you receive the best available price for the shares, this process may take a number of days.

(d) Due to the typically large size of aggregated Plan trades, a validation process will be undertaken by us and the broker to confirm that the correct number of shares have been purchased for all participants in the Plan. Only once we are able to determine finally how many shares will be allocated to all Plan participants, carried out the necessary internal audit procedures, allocated your shares to you and printed the confirmation note will the purchase be regarded as complete and properly executed. Depending on the nature of the trade, this process can take up to fourteen business days.

#### 8. Where can you receive further information on our Best Execution policy?

When transmitting your instructions to a third party for execution we take reasonable steps to use a broker whose stated execution policy is to obtain the best possible result. We have implemented a policy that identifies the factors involved with transmission of and execution of client instructions by the person receiving these instructions from us. These factors will usually give priority to the prevailing price and costs. Appropriate information from the policy has been disclosed as part of these terms and conditions; a full copy of the policy or the policy of the person used to execute the instruction is available upon a written request made to: Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol, BS13 8AE

#### 9. What documents will you receive?

(a) After we are satisfied that all the procedures described in paragraph 7 have been completed we will dispatch a share purchase advice note to you. This will confirm how many shares have been purchased for you. It will also include a tax voucher and either the share certificate or CREST notification.

(b) All documents will be despatched by post at your risk within one business day of us being satisfied that all purchases required under the Plan have been executed and completed in accordance with paragraph 7.

(c) Neither Rok plc nor Computershare Investor Services PLC shall be liable for any accidental failure to receive any document. All documents will be despatched at your own risk.

(d) All notices shall be sent only to the first named shareholder at the address recorded in the share register.

#### 10. What happens when money is left over after shares have been bought?

(a) Because only whole shares will be bought, there will usually be a small cash surplus left over afterwards that is insufficient to buy another whole share. This cash surplus will be carried forward without interest and added to future cash dividends for reinvestment in Rok plc shares under the Plan. However, in the following circumstances any cash surplus will be paid out without interest:

- if you send a written request to the Plan Administrator; however, any such request will also be treated as a notice that you wish to withdraw from the Plan.

- Any cash surplus of £3.00 or over will be returned to you in any of the following circumstances:

- if you withdraw from the Plan;
- if you sell or transfer your shares;
- if we receive proper notice of a participant's bankruptcy or mental incapacity;

- if we receive proper notice of a corporate shareholder being placed in liquidation. If we receive proper notice of a participant's death, any cash surplus of £3.00 or over will be returned to the deceased's estate. Any cash surplus of £2.99 or less will be retained by us for our own use.

#### 11. Will the Plan apply to future dividends?

It is envisaged that the Plan will continue to operate for the foreseeable future. However, we reserve the right to suspend or terminate the Plan at any time, in which case we will use reasonable endeavours to ensure notice is given to all participants. We may amend the Plan without notice where the amendment is required by reason of a statutory or regulatory provision, and will inform participants in writing of the amendment as soon as practicable. In any other case we may amend the Plan by ten days written notice to participants. Such amendment may include revision of the costs and charges associated with the Plan. We will not be obliged to make the Plan available for any particular dividend.

#### 12. What should you do if you want to join the Plan?

(a) To join the Plan apply on-line at [www.computershare.com/Investors/UK](http://www.computershare.com/Investors/UK) or, alternatively, complete and sign the mandate form attached to this brochure and return it to us. We must receive your completed mandate at least fifteen business days prior to the dividend payment date. Applications received by us after that date will only be effective for the next following dividend. We will not accept any faxed, e-mail, telephone instruction or photocopied form. You will not be able to cancel your application to join once it has been posted to us.

(b) If you hold your shares in uncertificated form in the CREST system you may elect to participate in the Plan by means of the CREST procedures that require the use of the Dividend Election Input Message in accordance with the CREST Manual. Further details of these procedures are contained in paragraph 16 of this document under the heading "CREST Procedures".

(c) Once you have elected to participate in the Plan, all future dividends will be reinvested under the Plan unless you exercise your cancellation rights or until either you withdraw from the Plan (see paragraph 13) or the Plan is suspended. If you use the on-line application in respect of any joint shareholdings, you must confirm that you are the first-named shareholder or have the consent of all other joint holders to use the service.

#### 13. If I join the plan now, how can I cancel it or withdraw from it in the future?

(a) You have two separate rights – cancellation rights, which apply only at the start of the Plan, and withdrawal rights, which apply throughout the life of the Plan. They are simply two separate mechanisms you can use to leave the Plan.

(b) You can cancel your participation in the Plan within fourteen calendar days of the date on which we receive your completed mandate ("the Cancellation Period"). However, you will lose your cancellation right if you make a request during the Cancellation Period for us to process a dividend for you in accordance with this Plan. For administrative purposes it is essential that we know how many shareholders wish to participate in the Plan no later than fifteen business days before each relevant dividend payment date. We refer to the first day of this fifteen business day period as the "Cut-Off Date".

Accordingly, if you choose to submit your mandate to us at a time which would result in your Cancellation Period expiring on or after the Cut-Off Date, you will be deemed to have expressly requested us to proceed to process your dividend in accordance with the Plan. The effect of this is that if we have not received a notice of cancellation from you prior to the Cut-Off Date, you will lose your cancellation rights.

(c) If you want to cancel your participation you should write to Computershare Investor Services PLC at the address at the beginning of these terms and conditions no later than the end of the Cancellation Period.

(d) If you do not exercise your right to cancel we will provide the agreed services in accordance with these terms and conditions.

(e) You can withdraw from the Plan at any time by writing to Computershare Investor Services plc at the address stated at the beginning of these terms and conditions. Your written notice must be received no later than fifteen business days before any dividend payment date if you do not wish to be included in the Plan for that dividend. If you sell some of your shares or buy further shares we will assume you wish to continue to participate in the Plan, unless you notify us otherwise.

If you send a request to us for surplus cash to be returned to you (see paragraph 10), this will be treated as a notice that you wish to withdraw from the Plan.

(f) If we receive proper notice of a participant's death, bankruptcy or mental incapacity (or, in the case of a corporate shareholder, liquidation) participation in the Plan will cease unless the shares are held jointly with others.

#### 14. Can I join the Plan for just some of my shares?

No. For administrative reasons, you must join the Plan for either your entire shareholding or not at all. The only possible exception to this rule is for very large corporate shareholdings, for which the Plan administrator may permit reinvestment on a lesser number of shares than the full holding, this partial reinvestment applying for that dividend payment only.

#### 15. What should I do if I do not want to join the Plan?

If you want to continue to receive a cash dividend and do not want to join the dividend reinvestment plan, then you need take no action.

#### 16. CREST Procedures

(a) If you hold your shares in uncertificated form in CREST and will continue to do so at the record date for the relevant dividend, you must elect to participate in the Plan by means of the CREST procedures to effect such an election. If you are a CREST Personal Member, or other CREST Sponsored Member, you should consult your CREST sponsor, who will be able to take the appropriate action on your behalf.

(b) The CREST procedures require you to use the Dividend Election Input

Message in accordance with the CREST Manual. The message should be correctly completed in order for a valid election to be made. Rok plc and/or the Plan administrator reserve the right in our discretion to treat as valid any election which is not complete in all respects. A valid election made by means of Dividend Election Input Message will to the extent it relates to shares held in uncertificated form at the record date for the relevant dividend, supersede all previous written elections made in respect of holdings in the same member account. By inputting a Dividend Election Input Message as described above, you confirm your election to participate in the Plan in accordance with the details input and with these terms and conditions of the Plan as amended from time to time, and you appoint Computershare Investor Services PLC or any successor administrator of the Plan as may be appointed from time to time as your agent to arrange the purchase of shares in Rok plc in accordance with such terms and conditions.

(c) The shares purchased on your behalf pursuant to the Plan will be credited to your relevant CREST member account unless Rok plc or the Plan administrator from time to time determines that such shares shall be issued to you in certificated form.

(d) You may only revoke an election which has been made by Dividend Election Input Message by utilising the CREST procedure for deletions described in the CREST Manual, unless Rok plc and/or the Plan administrator consents to a revocation in another form.

(e) The deletion will be valid in relation to the then current dividend only if the deletion is accepted, in accordance with the CREST procedures, by or on behalf of Rok plc prior to the deadline for receipt of withdrawals set out in these terms and conditions. It is recommended that you input any deletion message 24 hours in advance of this deadline to give Rok plc and the Plan administrator sufficient time to accept the deletion. There is no facility to amend an election which has been made by Dividend Election Input Message; if you wish to change your election details you must first delete the existing election as described above and then input Dividend Election Input Message with the required new details.

(f) It is possible to revoke previous written elections made in respect of your uncertificated holding to participate in the Plan (without having to make a new election) by means of the "Non-CREST Election" and "Deletion Request Status" fields in the Dividend Election Input Message in accordance with the procedures described in the CREST Manual. The deletion will be valid in relation to the then current dividend only if the deletion is accepted, in accordance with the CREST procedures, by the Plan administrator on behalf of Rok plc prior to the deadline for receipt of withdrawals set out in these terms and conditions. It is recommended that you input any deletion message 24 hours in advance of this deadline to give Rok plc and the Plan administrator sufficient time to accept the deletion.

## OTHER INFORMATION

### 17. How does joining the Plan affect my tax position?

(a) Income tax: You are liable for income tax on dividends reinvested under the Plan on the same basis as if you had received the cash and arranged the investment yourself. You should therefore include the dividend in your tax return in the normal way.

(b) Capital gains tax: You may be liable to capital gains tax if you dispose of the shares.

(c) If you are in any doubt about your tax position, you should obtain independent professional advice.

(d) Tax legislation can change from time to time.

### 18. Who will carry out the purchase of shares?

All instructions to purchase shares in this Plan will be received by Computershare Investor Services PLC and transmitted to a broker selected by the Plan administrator in accordance with the Best Execution Policy.

### 19. Liability

Our liability to you for any reason including negligence, wilful default will not exceed the amount of the dividend payment. We will not be liable for any special or consequential damages. Nothing in these terms and conditions limits liability for our fraud.

### 20. Force majeure

We shall not be responsible for delays or failure to perform any of our obligations due to acts beyond our control. Such acts shall include, but not be limited to, acts of God, strikes, lockout, riots, acts of war, terrorist acts, epidemics, governmental regulations superimposed after the fact, communication line failures, power failure, earthquakes or other disasters.

### 21. Is there anything else of which I should be aware?

(a) The price of the shares of Rok plc depends on fluctuations in the financial markets outside our control. Past performance is no indicator of future

performance.

(b) We, and our agents (including any Broker) may effect transactions notwithstanding that they have a direct or indirect material interest or a relationship of any description with another party which may involve a conflict with its duty to participants under the Plan. We manage those conflicts of interest of which we are aware, and monitor the effectiveness of our policies and procedures on a regular basis. We make every effort to disclose the interests of us and our employees where it is suspected that a conflict of interest may arise. In accordance with our regulatory responsibility on this matter we operate a documented policy that details our obligations if such events arise. Full details are available upon a written request to: Computershare Investor Services, Shareholder Relations, The Pavilions, Bridgwater Road, Bristol, BS13 8AE

(c) The Plan administrator is authorised to disclose any information regarding shareholders or their participation in the Plan to any relevant authority, or as required by such authority, whether by compulsion of law or not. The Plan administrator shall not be liable for any disclosure made in good faith provided that the Plan administrator believes that such disclosure has been made in accordance with the foregoing requirements.

(d) Each of the provisions of the Plan shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected.

(e) The Plan administrator has procedures to help resolve all complaints from customers effectively, if applicable a copy of which can be provided on request. The Plan administrator is authorised and regulated by the Financial Services Authority.

(f) If you have any complaints about the service provided to you or wish to receive a copy of our complaints procedure please write to us at: Computershare Investor Services PLC, Shareholder Relations, The Pavilions, Bridgwater Road, Bristol, BS13 8AE. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service, details of which are available on request.

(g) Computershare Investor Services PLC is covered by the UK Financial Services Compensation Scheme and you may be entitled to compensation if Computershare Investor Services PLC cannot meet its obligations. Most types of investment business are covered for 100% of the first £30,000 and 90% of the next £20,000 so the maximum compensation is £48,000 per claim. Further details of this scheme are available on request.

(h) Any personal data that we obtain from you in providing this Service will be held by us in accordance with the relevant legislation. We will only hold use or otherwise process such of your personal data as is necessary to provide you with the service. Your details will only be disclosed in accordance with the principles set out in the Data Protection Act 1998:

- to any person if that person has legal or regulatory powers over us;
- to the broker or any other person or body in order to facilitate the provision of the Service.

(i) We may use our Group companies or other agents in countries outside the European Economic Area provided that we are satisfied that the same standards of protection of personal data have been applied either by contract or law.

(j) You have a right to request to view the personal data that we hold on you. We may charge you a small fee for providing you access to this information.

(k) Nothing in these terms and conditions restricts any rights you may have under the rules of the FSA or under the Financial Services and Markets Act 2000.

(l) Computershare Investor Services PLC provides its contractual terms in English and will only communicate with you in English during the duration of these terms and conditions.

(m) These terms and conditions are governed by and shall be construed in accordance with the laws of England and Wales. Computershare Investor Services PLC has applied the same laws in its marketing of, and arrangements for you to enter into, this Plan.

(n) We are not required to assess the suitability of any investment or the service offered. You will not benefit from the protection of the rules on assessing suitability.

(o) We may choose to withdraw this service due to developments in legislation without giving you any notice that the service is no longer available.

(p) You will be classified by Computershare Investor Services PLC as a retail client.

**Computershare Investor Services plc Registered in England No 3498808.**

**Registered office: The Pavilions, Bridgwater Road, Bristol BS99 7NH.**

**Computershare Investor Services plc is authorised and regulated by the Financial Services Authority (the "FSA") and is on the FSA Register with registration number 188534. The main business of Computershare Investor Services PLC is the provision of share registry and shareholder services.**