



Computershare DirectStock

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 DirectStock or any purchase or sale transaction initiated by a participant through the Computershare DirectStock.

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 DirectStock

Computershare DirectStock ("DirectStock") is a direct stock purchase and dividend reinvestment plan that provides an alternative to traditional methods of buying, holding and selling shares in the issuer you have selected. Below are the Terms and Conditions applicable to your participation in DirectStock and all transactions under DirectStock.

Electronic Only Plan: DirectStock is a completely online electronic plan. This means all transactions must be done online (through Computershare's Investor Center as described below) and all required communications with you will be provided electronically. Please see Section 4 of the Terms and Conditions for DirectStock specific requirements and your consent to receive electronic communications.

Computershare's Investor Center: As noted above, after your initial purchase, you will be required to register at Investor Center in order to participate in DirectStock. This can be done directly at www.computershare.com/investor. All transactions in DirectStock must be done through Investor Center. Any attempts to conduct transactions outside Investor Center may, in Computershare's sole discretion, be rejected. **Please note that Investor Center has its own terms and conditions to which you must agree upon registration.**

Terms and Conditions

1. Appointment

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

- (a) accept certificated or DRS 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) reinvest all dividends payable to the Participant to purchase 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 Computershare's service agents including its affiliates.

Computershare will hold (including in the name of its nominee), all shares of stock purchased or deposited for Participants and will establish and maintain DirectStock account records that reflect each Participant's separate interest.

2. **Purchases**

Participants may initiate optional cash purchases (in U.S. dollars drawn against a U.S. bank) for the desired purchase amount online at www.computershare.com/investor (hereinafter "online" shall mean at Computershare's Investor Center website located at this URL) by establishing an authorized electronic funds transfer from a checking or savings account or by other methods offered online by Computershare. Computershare will not accept cash, money orders, or any checks, including traveler's checks or third-party checks. Computershare will, upon receipt, deposit such funds in an account maintained by it (or its affiliates) as agent for the benefit of Participants.

Computershare will seek to purchase shares from optional cash investments promptly, generally within one business day 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).

You should not purchase shares through DirectStock 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 will reinvest dividends promptly following receipt thereof from the applicable company ("Company"), 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 Participant purchase requests with other purchase requests received from other Participants and may submit the combined purchase request in batch to Computershare's broker as a single purchase order. Purchase requests may be combined, at Computershare's discretion, according to one or more factors such as purchase type (e.g, dividend

reinvestment, one-time ACH, etc.) or request date. Computershare will submit batch purchase orders to its broker as and when required under the terms of DirectStock. Computershare's broker may execute each batch purchase order in one or more transactions over one or more days, depending on market conditions. Each Participant whose purchase request is included in each batch purchase order will receive the weighted average price of all shares purchased by Computershare's broker for such order on such trade date or dates.

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.

Once you place a non-recurring optional cash purchase request, it cannot be stopped or cancelled by you.

If Participant's payment of funds is returned or rejected for any reason, Computershare will consider the request for investment of such funds null and void. Computershare will immediately remove from the Participant's DirectStock 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 DirectStock account as necessary to cover any costs, losses, or fees. If there are insufficient shares to cover the amount of any costs, losses, or fees, Computershare may obtain such amount via whatever payment method you used to make such purchase.

3. **Sales**

A Participant may sell all or a portion of the shares credited to his or her DirectStock account at any time by submitting a request to Computershare online. Methods described below may not all be available at the time of your transaction. At the time of sale, available methods shall be displayed online.

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. If your market order sale was not filled and you still want the shares sold, you will need to re-enter the sale request.

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 or, if Computershare's broker has not filled the order, at a Participant's request made online.

For a good-till-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 or, if Computershare's broker has not filled the order, at a Participant's request made online.

For any orders not designated as one of the order types set forth above, Computershare may, in its sole discretion, treat such order as a market order or batch order (an accumulation of sales requests for a security submitted together as an aggregated request). Batch order sales 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). 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. Any such orders received by Computershare are final and cannot be stopped or cancelled. For an additional fee, a participant may choose additional proceeds delivery option which may be available. These include electronic funds transfer and foreign currency disbursement (subject to additional terms and conditions).

4. Consent to Electronic Delivery

4.1 By becoming a Participant in DirectStock you agree for as long as you continue as a Participant and hold shares through DirectStock, to receive the communications listed below electronically online (or to receive an email notification that online documents or communications are available) at the e-mail address you provide at registration/enrollment:

(a) Company annual meeting notices, proxy statements, proxy cards and annual reports;

(b) Company financial information, including interim financial statements or periodic reports;

(c) Statements of account activity;

(d) Tax forms generated in connection with your account;

(e) Company announcements such as press releases and marketing materials; and

(f) Any and all Computershare notifications required or permitted to be sent under these terms and conditions.

4.2 Computershare will let you know when documents are available online by emailing you a notice that includes instructions for retrieving the documents electronically. In some cases, the Form of Proxy may not be available electronically, and Computershare will send you a paper Form of Proxy by U.S. mail, along with instructions for how to retrieve the Annual Report, Notice of Meeting and Proxy Statement electronically.

4.3 To access, download, print and/or save the online documents, you will need a personal computer or other device with a W3C-compliant web browser (or such other browsers supported by Computershare set forth at www.computershare.com), access to the Internet, email and a printer. To view documents, you will need Adobe® Reader®. For Participants without Adobe Reader, [click here](#) to obtain a free download of this program. You agree that it is your responsibility to access and review the documents. Under no circumstances will Computershare be liable for any damages of any kind that result from the use of, or inability to use, the electronic delivery services set forth in these terms and conditions. By enrolling in DirectStock and agreeing to receive documents electronically, you acknowledge that you may incur line or usage charges from your Internet Service Provider.

4.4 Documents will be available at the link or website address provided, and will remain there until archived. Documents are generally available until at least the same reporting period the following year. Tax forms available electronically will remain available until at least October 15 of the year following the year listed on the tax forms.

4.5 By enrolling in DirectStock and consenting to receive documents electronically, you are confirming that you have access to email and agree to notify us if you no longer have access or if your e-mail address changes.

4.6 This consent to electronic delivery applies

to all of your DirectStock holdings with Computershare. You may determine the other holdings to which this consent shall apply by logging into your account online. You may manage all other electronic delivery preferences online at www.computershare.com/investor.

Computershare reserves the right to send documents from time to time by mail (in paper form).

4.7 Your consent to receive documents electronically through your enrollment in DirectStock will remain in effect until you have revoked such consent. To unsubscribe or revoke your consent for electronic delivery, log in online and update your communications preferences. If you no longer have Internet access, you may revoke your consent by writing to us at the address on page 13. **If you revoke your consent to electronic delivery for your DirectStock account, you can no longer participate in the plan and your DirectStock account may be terminated.** If Computershare receives a reject notice from your electronic delivery method, it reserves the right to terminate your DirectStock account. Upon termination of your DirectStock account, any fractional shares will be sold (subject to applicable sales fees and terms set forth in Section 6) and any whole shares will be moved to a DRS position. Any future dividends that might be declared on the shares will be paid in cash.

5. **Purchase and Sale 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 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 electronic notification to Participants. Computershare may receive additional compensation in connection with the administration of DirectStock.

6. Termination

A Participant may terminate from DirectStock online. Termination will be automatic upon a Participant selling or transferring all shares in the Participant's DirectStock account. Upon termination from DirectStock, any uninvested contributions will be returned promptly to the Participant.

If Computershare receives the Participant's notice of termination 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 terminating Participant. If such dividends are reinvested, Computershare will process the termination 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 DirectStock, effective immediately upon electronic notification to the Participant's e-mail address as maintained in Computershare's files or, if such e-mail address is invalid, via U.S. Post Office or courier service to the Participant at the Participant's address of record. Upon issuing a notice of termination, Computershare will promptly refund any funds contributed by such Participant and held by Computershare pending purchase of shares. Computershare will sell any fractional shares (subject to the fees set forth in the fee schedule and terms set forth in the next paragraph) and issue any whole shares into a DRS book entry position.

In addition, if a Participant's account holds only a fractional share, Computershare may, in its discretion and without notice to the Participant, terminate the Participant's participation in DirectStock and sell any fractional share as a batch order sale, subject to the fees set forth in the fee schedule. 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.

7. 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.

8. Tax Consequences

Although Computershare will reinvest dividends on DirectStock shares, 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 Participants and the U.S. Internal Revenue Service (IRS) after the end of year, reporting any dividend income the Participants received during the year.

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

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 IRS.

The tax consequences of participating in DirectStock can vary depending on each Participant's tax situation.

Accordingly, each Participant is responsible for determining the tax effect of DirectStock 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

9. Voting

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

10. Corporate Actions

Any shares issued pursuant to a stock dividend or stock split on shares held in a Participant's DirectStock account or shares registered in the name of the Participant will be credited to the Participant's DirectStock account, provided that such shares are of the same type, class and series as the shares held under DirectStock. Processing of purchases, sales and transfers may be temporarily suspended during such distributions or other corporate actions. If the Company 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 DirectStock and the number of whole shares of the same class of stock otherwise registered in the name of the Participant, unless otherwise instructed by the Company.

11. Limitations of Liability and Force Majeure

Computershare shall not be liable for any action taken or omitted to be taken in connection with DirectStock 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 DirectStock 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.

12. Amendment, Modification, and Termination

Computershare reserves the right to amend or modify the provisions of DirectStock (including fees) at any time, by notifying the Participants of such amendment or modification (including in a notice delivered with Company communications to shareholders). Computershare may also suspend or terminate DirectStock without notice at any time, as it deems necessary or advisable. In addition, Computershare reserves the right to interpret and regulate DirectStock as it deems necessary or desirable in connection with the operation of DirectStock.

13. 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.

14. Investment Risk

Computershare provides no advice and makes no recommendations with respect to any security that is eligible for DirectStock or any purchase or sale transaction initiated by a Participant. Securities are subjected to investment risk including the possible loss of the principal invested.

Any decision to purchase or sell any security that

is eligible for DirectStock participation must be made by the individual Participant based upon his or her own research and judgment.

15. Insurance

DirectStock 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, Federal Deposit Insurance Corporation, or any other federal or state agency.

16. Governing Law and Consent to Jurisdiction

These Terms and Conditions 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 DirectStock, each Participant (a) consents to the jurisdiction of courts in New Jersey, New York and Massachusetts (whether state or federal) over all matters relating to DirectStock or the services provided by Computershare and (b) waives its right to trial by jury. Enrolling in DirectStock and/or the initiation of a transaction, including a request to move book-entry or certificated shares into DirectStock 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 enrollment, documents or requests.

17. Institutional Investors

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

18. Statement of Ownership

Computershare will confirm each trade for the Participant's DirectStock 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 an annual basis; provided, however, you have the right to request a statement be provided to you electronically at any time at no charge.

You will be notified electronically of the availability of all statements and advices. You may also review all account transactions online and save statements into pdf format at no cost. If you request a paper statement, your request will be treated as a request to revoke consent to electronic delivery as provided in Section 4.7 and may result in termination of your participation in DirectStock.

Account Statements are a Participant's continuing record of the cost basis of his or her purchases and should be retained for income tax purposes. A service fee may apply for copies of statements covering any period in a prior calendar year.

Participants will receive copies of all shareholder communications required to be sent to every holder of record of shares.

19. Eligibility

Laws may prevent residents of certain countries from participating in DirectStock. Affiliates of the Company, as defined under the Securities Act of 1933, as amended, and the rules thereunder, are not eligible to participate in DirectStock.

Participants are responsible for determining their eligibility under such laws and under any special rules covering employees of the Company who also are Participants. Only individual, joint, and custodial accounts are eligible to enroll in DirectStock online. Computershare reserves the right to decline participation in DirectStock by other registration types.

20. 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

Online:

www.computershare.com/investor

Write:

Computershare DirectStock
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.

Fee Schedule and
Listing of
Minimum/Maximum
Investments

- The minimum initial investment for non-shareholders is \$25.00. Alternatively, you may authorize monthly automatic deductions of at least \$10.00 each from your bank account to fund your initial investment.
- The subsequent minimum additional purchase amount is \$10.00
- Cash purchases are subject to a maximum annual amount of \$250,000 per Company.

Purchase Fees

- **Dividend Reinvestment** - Each dividend reinvestment will entail a transaction fee of 5% of the amount reinvested, up to a maximum of \$5.00 plus \$0.05 per share* purchased.
- **ACH Recurring** - Each recurring optional cash purchase using funds that are automatically deducted from your checking or savings account will incur a transaction fee of \$2.50 plus \$0.05 per share* purchased.
- **ACH One-Time** - Each one-time optional cash purchase using funds that are automatically deducted from your checking or savings account will incur a transaction fee of \$5.00 plus \$0.05 per share* purchased.
- All purchase fees will be deducted from the purchase amount.

Sale Fees

- All sales will entail a transaction fee of \$25.00 plus \$0.12 per share* sold.
- Fees are deducted from the proceeds derived from the sale.

Other Fees

- All sales requests processed over the telephone by a customer service representative entail an additional transaction fee of \$15.00

- Payment Reject Fee is \$35.

This schedule of fees is subject to change. See the Terms and Conditions for more information.

*All per share fees include any brokerage commissions Computershare is required to pay. Any fractional share will be rounded up to a whole share for purposes of calculating the per share fee.