



Diageo plc American Depositary Shares

Citibank, N.A. ("Citibank") is pleased to announce that Diageo plc has authorized Citibank to offer and administer an International Direct Investment Program (the "Program") for investors in Diageo plc American Depositary Shares. Diageo plc does not administer or sponsor the Program.

Each of the Diageo plc American Depositary Shares that are part of the Program represents four (4) ordinary shares of Diageo plc, a company organized under the laws of England and Wales.

Diageo plc American Depositary Shares are issued through Citibank, as Depositary, and are traded in the United States on the New York Stock Exchange under the ticker symbol 'DEO' (CUSIP Number: 25243Q205).

The securities and funds maintained in the accounts that are established as part of the Program are not insured by the Federal Deposit Insurance Corporation, nor by the Securities Investor Protection Corporation, nor any similar agency. These accounts are not deposits with or obligations of Citibank, are not guaranteed by Citibank and are subject to investment risks, including possible loss of principal invested.

Nothing herein shall be deemed to constitute a recommendation to invest in any country or in any security, nor shall the information contained herein be construed in any way as investment or legal advice or a recommendation, reference or endorsement by Citibank of any other person or entity named herein. Any decision to purchase, sell or hold any American Depositary Shares must be made by the individual participant on the basis of his or her own research and judgment.

The International Direct Investment Program

Highlights

- Registered holders can open an account at any time.
- New investors can open an account by making a minimum initial investment via check (minimum \$250) or by five consecutive purchases of \$50 through automatic deductions from a designated U.S. bank account to purchase American Depositary Shares.
- Participants can make frequent investments to purchase additional American Depositary Shares (minimum investment of \$50) by check or automatic deduction from a designated U.S. bank account.
- Participants can reinvest dividends in full or in part, or receive cash dividend payments electronically or by check.
- Participants can deposit certificates for safekeeping through the Program.
- Participants can instruct that all or a portion of their account holdings be sold or withdrawn.
- There are modest service charges and brokerage commissions for transactions.

Customer Service

Registered Holders may obtain information about the International Direct Investment Program and account opening forms by calling Citibank toll-free at **1-866-253-0933**.

Interested Investors not presently owning Diageo plc American Depositary Shares in their own names may obtain information about the International Direct Investment Program by calling Citibank's Auto-Response System toll-free at **1-866-253-0933**.

Internet: Interested investors may download an enrollment form online or view Program material through Citibank's website, www.citi.com/dr.

Once on the Citibank page, go to **Investors**, then select **Investment Plans and Services** and choose the **International Direct Investment Program**.

Written inquiries may be addressed to:
Citibank Shareholder Services
International Direct Investment Program
P.O. Box 43077
Providence, RI 02940-3077



The International Direct Investment Program

American Depositary Shares (ADSs)

This Program is sponsored and administered by Citibank, N.A. The issuer of the shares represented by the ADSs has consented to the establishment of the Program by Citibank, N.A., but does not, and should not be deemed to, sponsor such Program.

Issuer Services



Citibank is pleased to present the International Direct Investment Program for American Depositary Shares

American Depositary Shares (ADSs), securities of non-U.S. companies that are quoted in U.S. dollars and traded in the U.S. market, have long provided the U.S. investor with a convenient way to invest in foreign stocks. Now, with Citibank's International Direct Investment Program, U.S. investors not only have the ease of investing in foreign stocks in the U.S. marketplace, but also may do so without having to select a broker. The International Direct Investment Program provides existing holders and first-time purchasers of ADSs the opportunity to make purchases, reinvest dividends, deposit certificates for safekeeping and sell ADSs.

Program Highlights

By enrolling in the International Direct Investment Program, you will benefit from the following features:

- If you do not presently own ADSs, you may become a participant and ADS holder by submitting an Initial Enrollment Form and making a minimum initial cash investment to purchase ADSs under the Program. Investments may be made at the time of enrollment by check of \$250 (minimum) or, on a regular basis, through automatic deduction from a designated U.S. bank account. ADS holders of record may enroll in the Program at any time.
- You may make additional purchases based on your own investment schedule. Payments may be made anytime by check or, on a regular monthly basis, through automatic deduction from a designated U.S. bank account in an amount you specify.
- You may elect to reinvest all, a portion or none of your cash dividends.
- With the Program's direct deposit feature, you may elect to have your cash dividends automatically deposited into a designated U.S. bank account.

- You may deposit certificates you currently hold for safekeeping through the Program and contribute uncertified ADSs you own outside the Program to the Account.
- You may instruct the sale or withdrawal of a portion or all of your account holdings online at www.computershare.com/investor, by phone or in writing.
- Whenever you purchase, sell or deposit ADSs or reinvest dividends through the Program, you will receive a statement with details of the transaction. Additionally, Account statements will be mailed to you after each dividend reinvestment.

Attention residents of North Dakota, South Dakota, Rhode Island and Texas: Citi's Global Markets Inc. is forwarding to you the enclosed International Direct Investment Program materials on behalf of Citibank, N.A., the Administrator and Sponsor of the International Direct Investment Program. Citi's Global Markets Inc. is a member of the NYSE/SIPC, and is a wholly owned subsidiary of Citigroup.

Citi's Global Markets Inc. does not make any recommendations for or against participation in the Program.

Eligibility

Individuals that are registered ADS holders **residing in the United States** are eligible to participate in the International Direct Investment Program at any time by completing and submitting an Enrollment Form. Alternately, you may enroll online at www.computershare.com/investor. Registered ADS holders can enroll by selecting one or more of the following options:

- Dividend reinvestment from dividend entitlements due on registered holdings.
- Additional purchases of ADSs through the Program.
- Deposit of additional certificates into the Account for safekeeping.

Other individual investors residing in the United States may participate in the Program by making an initial purchase at the time of enrollment. To participate, read this brochure, complete and submit the Initial Enrollment Form.

Purchases can be made by submitting a check for a minimum of \$250 with your Initial Enrollment Form or by selecting the Direct Debit automatic deduction feature and instructing Citibank to deduct a minimum of \$50 from a U.S. checking or savings account on a monthly basis. Funds will be used to cover the purchase of ADSs plus all fees and commissions. Individual investors may also apply for enrollment in the Program online at www.computershare.com/investor and follow the instructions provided.

Senior officers, directors and shareholders or ADS holders owning 5% or more of the shares of the Company are not eligible to participate in the International Direct Investment Program.

Account Features

Upon enrolling into the International Direct Investment Program, an Account will be established by Citibank in your name. The International Direct Investment Program consists of a number of individual services available for selection to the investor. As a participant in the Program, the following services will be available to you:

Additional Purchases of American Depositary Shares

Once you enroll and become a participant, you may make additional purchases of ADSs through the Program at any time. Purchases can be made through optional cash investments at a minimum of \$50 for each purchase. Participants may make payments by check or through Direct Debit automatic deduction from a U.S. checking or savings account. There is no obligation to make any optional cash investment.

- **Purchases by check:**

Complete and submit either an Enrollment Form or the transaction portion of your Account statement along with your check made payable to Citibank, N.A.

- **Purchases by Direct Debit automatic deduction:**

With Direct Debit automatic deduction you authorize Citibank to debit your U.S. checking or savings account a specified amount each month to purchase additional ADSs. To elect this feature, simply access your Account online at www.computershare.com/investor. Alternatively, you may complete and submit a Direct Debit Authorization Form to Citibank, N.A. Forms can be obtained by calling Citibank at 1-877-CITI-ADR (1-877-248-4237). You can elect to have your U.S. checking or savings account deducted on either the 1st or the 15th calendar day of each month, or if such date is not a business day, the deduction will be made on the following business day. Citibank will execute your instructions until you cancel your authorization online at www.computershare.com/investor, by phone or in writing.

Citibank will purchase ADSs promptly, but in no event later than five business days after good funds are received by Citibank. Purchases will be made on the exchange in the U.S. on which the ADSs are traded.

Dividend Options

As a participant, you have the opportunity to apply all, a portion or none of your cash dividend entitlements toward the purchase of additional ADSs. Your options, as noted in the enrollment form, are as follows:

- **Full Dividend Reinvestment:**

All of your net dividends resulting from ADSs held by Citibank in your Account and any certificated ADSs registered in your name will be used toward the purchase of additional ADSs and will automatically be credited to your Account.

- **Partial Dividend Reinvestment:**

You may designate a specific number of ADSs to receive dividends in cash. All of your net dividends resulting from ADSs so designated will be paid to you either by check or electronic direct deposit. The remaining net dividends will automatically be reinvested and credited to your Account.

- **Cash Dividends:**

You may receive all of your net dividends in cash. A check or electronic direct deposit in the net dividend amount will be issued to you.

Direct Deposit

Through the Program's Electronic Direct Deposit feature, you may elect to have any of your net cash dividends not being reinvested under the Program paid by electronic funds transfer into your U.S. checking or savings account. You may elect to receive such dividends by electronic direct deposit, by accessing your Account online at www.computershare.com/investor, or you can complete and submit an Authorization Form for Electronic Direct Deposit. Forms can be obtained by calling Citibank at 1-877-CITI-ADR (1-877-248-4237).

Registered holders not currently enrolled in the International Direct Investment Program may also elect to have their cash dividends directly deposited into their U.S. checking or savings account. You can authorize the electronic deposit of your dividends by accessing www.computershare.com/investor and giving the applicable instructions. As an alternative, please contact Citibank for an Authorization Form for Electronic Direct Deposit.

Participants who receive dividends will be subject to U.S. federal income taxes whether or not they elect to reinvest the dividends to purchase additional ADSs. Citibank will send to you the required income tax information on all dividends paid on the ADSs in the Account. The dividends received may have been subject to a foreign withholding tax. In certain circumstances, this foreign withholding tax may be used as a credit against U.S. federal income taxes.

You may wish to obtain professional advice regarding your individual tax situation.

Sale of Account ADSs

You may arrange to sell any portion of the ADSs in your Account by accessing your Account at www.computershare.com/investor, or by completing the transaction portion of your Account statement and returning it to Citibank or by calling Citibank toll-free at 1-877-CITI-ADR (1-877-248-4237). Upon receipt of instructions, ADSs will be sold at prevailing market rates within 5 business days. Sales will be made on the U.S. exchange on which the ADSs are listed. Exception applies to the sale of newly purchased ADSs under the Program. In this case, sale instructions received for ADSs purchased under the Program may not be effective until 10 days after the purchase of ADSs. Citibank will arrange for the settlement of the sales transaction, receive and forward sales proceeds (less applicable fees and commissions) by check to the participant.

Withdrawal of Account ADSs

You may instruct Citibank to withdraw any portion of the ADSs in your Account by accessing your Account at www.computershare.com/investor, or by completing the transaction portion of your Account statement and returning it to Citibank or by calling Citibank toll-free at 1-877-CITI-ADR (1-877-248-4237). Upon receipt of your instructions, Citibank will arrange for the transfer and registration of the number of full ADSs you specify in your name on the ADR register.

Contribute ADSs to Account & Deposit of Certificates for Safekeeping

You may deposit certificated ADSs in the Account and contribute uncertificated ADSs that you own outside the Program to the Account upon enrollment or at any time thereafter. Certificates sent to Citibank for deposit should not be endorsed. You will promptly receive an Account statement confirming each deposit. It is recommended that you send your certificates (unendorsed) via registered or certified mail, with return receipt requested, or some other

form of traceable mail, and properly insured for the cost to you of replacing the certificates if they are lost in the mail. Please send your certificates to Citibank Shareholder Services, Investment Plan Services, P.O. Box 43077, Providence, RI 02940-3077. Citibank will hold your ADSs in electronic form to protect against physical loss and theft. There is no cost to you for certificate deposit or withdrawal services. To contribute uncertificated ADSs you will need to make arrangements for the transfer of our ADSs to Citibank in its capacity as administrator for the Program for credit to your Account. All ADSs so deposited to your Account will benefit from the same services (i.e., dividend reinvestment services) as any other ADSs held in your Account. To receive instructions on how to transfer your existing ADSs to Citibank for deposit into your Account, please call Citibank toll free at 1-877-CITI-ADR (1-877-248-4237).

Account Statements

Whenever you reinvest dividends, and purchase, sell, withdraw or deposit ADSs through or into the Program, you will receive an Account statement with the details of the transaction. Additionally, on an annual basis, statements will be sent to all Account holders showing Account balances and any activity for the year.

On each Account statement, you will find information on how to buy, deposit, sell or withdraw ADSs through the Program and where to call or write for additional information.

Customer Service

All applicable communications received by Citibank, including annual reports and proxy materials, will be distributed directly to you.

Participants enrolled in the International Direct Investment Program may call Citibank's shareholder services' toll-free telephone number to receive Program material, initiate sales, withdrawals and obtain Account information. The telephone number is **1-877-CITI-ADR (1-877-248-4237)**.

You may also address any questions or requests for enrollment forms in writing to:

Citibank Shareholder Services
The International Direct Investment Program
P.O. Box 43077
Providence, RI 02940-3077

E-mail: citibank@shareholders-online.com

Online inquiries and requests may be made through Computershare's Investor Center:

www.computershare.com/investor

Investor Center is Computershare's online self-service account management tool for retail shareholders. Citibank has retained Computershare to make its Investor Centre available to holders of ADSs.

Certificates sent in for deposit should be mailed to:

Citibank Shareholder Services
Investment Plan Services
P.O. Box 43077
Providence, RI 02940-3077

Interested investors who do not currently hold ADSs can request Program materials by calling Citibank at **1-877-CITI-ADR (1-877-248-4237)**.

Deposit Agreement

The Deposit Agreement for the ADSs has been filed with the Securities and Exchange Commission (SEC) under cover of a registration statement relating to the ADSs on Form F-6 and, as such, may be retrieved from the SEC's website (www.sec.gov).

Disclosure

In this brochure the term “American Depositary Shares” refers to American Depositary Shares (“ADSs”) more fully described in the Summary Reference Sheet enclosed herewith. The term “Account” as used in this brochure shall refer solely to the International Direct Investment Account established for a participant in the International Direct Investment Program and shall not refer to any other account established with Citibank (or any of its affiliates). The term “Program” shall mean the International Direct Investment Program as in effect for the American Depositary Shares. The term “Company” refers to the company identified as the issuer of American Depositary Shares in the Summary Reference Sheet enclosed herewith.

The securities and funds maintained in the International Direct Investment Accounts are not insured by the Federal Deposit Insurance Company, nor by the Securities Investor Protection Corporation nor by any similar agency. The International Direct Investment Accounts are not deposits or other obligations of Citibank, are not guaranteed by Citibank and are subject to investment risks, including the possible loss of principal invested.

Senior officers and directors, or shareholders owning 5% or more of the shares (including ADSs), of the Company are not eligible to participate in the International Direct Investment Program.

While Citibank sponsors and administers the services which are part of the International Direct Investment Program, Citibank is not the issuer of, and provides no advice and makes no recommendations with respect to, any security that is eligible for the International Direct Investment Program or any purchase or sale transaction initiated by a participant in the International Direct Investment Program. Any decision to purchase or sell any security that is eligible for participation in the International Direct Investment Program must be made by the individual participant, based upon his or her own research and judgment.

Nothing herein shall be deemed to constitute a recommendation to invest in any country or in any security, nor shall the information contained herein be construed in any way as investment or legal advice or a recommendation, reference or endorsement by Citibank of any other person or entity named herein.

Schedule of the International Direct Investment Program Fees and Commissions

Enrollment Fee:	\$10.00 transaction fee for new investors No charge for registered holders
Deposit:	No charge
Safekeeping:	No charge
Dividend Reinvestment:	No charge except for brokerage commissions
Initial Purchase:	\$5.00 transaction fee plus brokerage commissions
Additional Purchase:	\$5.00 transaction fee plus brokerage commissions
Sales:	\$10.00 transaction fee plus brokerage commissions
Withdrawal:	No charge
Brokerage Commission:	10 cents per ADS for purchases and dividend reinvestment 12 cents per ADS for sales
Depository Fees:	The Depository fees set forth in the Deposit Agreement will apply to ADSs held in the Account.

Schedule of the International Direct Investment Program Minimum and Maximum Purchases

Minimum purchase for first-time purchasers:	\$250
Minimum purchase for additional purchases:	\$50
Total annual purchases cannot exceed per calendar year.	\$100,000

Terms and Conditions for International Direct Investment Accounts

1. Citibank, N.A. ("Citibank"), as agent for a participant ("Participant") in the International Direct Investment Program (the "Program"), will, upon the terms of the Program as in effect from time to time and upon acceptance by it of a completed and signed International Direct Investment Enrollment Form or Initial Enrollment Form from a person wishing to become a Participant in the Program, (a) establish an International Direct Investment Account ("Account") in the name of the Participant, (b) accept and hold the Depositary Shares that are the subject of the Program ("Depositary Shares") and represent Deposited Securities of the Company (in each case, as defined in the Summary Reference Sheet enclosed herewith) and funds delivered to it from time to time for the Participant, and (c) provide the Participant with the services selected by the Participant under the terms of the Program.
2. **Custody and Safekeeping** – Citibank shall accept and hold Depositary Shares and funds maintained in the Account as custodian for the Participant. Citibank will hold a Participant's Depositary Shares registered in the name of a nominee or will cause the Depositary Shares to be registered in the name of the Participant. Unless certificated at the request of a Participant on the terms hereof, Depositary Shares will be maintained in the Account and safekept in electronic form on Citibank's books. Citibank may combine a Participant's funds (dividends and cash contributions) and Depositary Shares with those of all other Participants in the Program. No interest will accrue or be paid on any funds maintained in the Account. All of the property held in the Account from time to time shall be subject to the terms and conditions of the Program as in effect from time to time. Nothing in the Program shall obligate Citibank to extend credit, grant financial accommodations or otherwise advance funds to the Participant.
3. **Purchases** – The Participant may instruct Citibank to purchase full Depositary Shares and fractional Depositary Share entitlements on its behalf with Participant's cash contributions and dividends applied to reinvestment. Citibank will make every effort to effectuate purchases on a Participant's behalf promptly, but in no event later than five (5) business days after the funds are received by Citibank (except where deferral is necessary under applicable federal or state laws or regulations). Citibank will not act on any purchase instruction unless and until it is in possession of good funds to cover such purchase. Citibank may and intends to combine purchase instructions from Participants in the Program. The price per Depositary Share purchased for a Participant shall be the weighted average price of all Depositary Shares purchased by the broker (appointed by Citibank for such purpose) for the aggregate purchase order placed by Citibank (plus allocable brokerage commissions and any other costs of purchase). All purchase orders will be executed on the U.S. securities exchange on which Depositary Shares are listed. To maximize cost savings Citibank will make efforts to purchase Depositary Shares in round lot transactions. All Depositary Shares purchased hereunder shall be deposited in the Account for safekeeping and the Depositary Shares so contributed will

be held on the same terms (i.e., dividend reinvestment) as the Depositary Shares theretofore held in the Account (except that there may be a delay in processing sales instructions for Depositary Shares purchased through the Program immediately prior to the receipt of the sale instructions covering such Depositary Shares). Citibank will make every effort to return any cash contribution (for additional purchases) on request of a Participant, provided Citibank receives the Participant's written cancellation of its purchase instruction not less than 48 hours before the purchase transaction is to take place.

4. **Sales** – The Participant may instruct Citibank to sell all or part of the Depositary Shares credited to the Account at any time, upon online, written or telephone instructions. All sales instructions received by Citibank will be processed promptly and in no event later than five (5) business days after the date on which the order is received (except when deferral is necessary under applicable federal or state laws or regulations or when certificates for Depositary Shares have not been received from the selling Participant). Citibank may and intends to combine sales instructions from Participants in the Program. Citibank will not act upon any sales instructions unless and until it is in possession of Depositary Shares to be sold. The sales price per Depositary Share shall be the weighted average sales price (less allocable brokerage commissions and any other costs of sale) obtained by the broker (appointed by Citibank for such purpose) for each aggregate sale order placed by Citibank. All sales instructions will be executed on the U.S. securities exchange on which the Depositary Shares are listed. To maximize cost savings, Citibank will make efforts to sell Depositary Shares in round lot transactions. Citibank will make every effort to accept from a Participant cancellation of sales instructions provided the Participant's written cancellation of sales instructions is received by Citibank at least 48 hours before the sales transaction is to take place.
5. **Dividends** – Whenever the Company shall declare a dividend payable only in cash, Citibank shall remit to the Participant all or part of any cash dividends payable on the Depositary Shares held in the Account and apply any cash dividends received to the purchase of additional full Depositary Shares and fractional Depositary Share entitlements (Dividend Reinvestment), in each case as directed by the Participant within the terms of the Program. Depositary Shares held by a Participant in certificated or uncertificated form on the register of holders of Depositary Shares and not safekept in the Account are eligible for dividend allocation, if so designated by the Participant. If the reinvestment of dividends is instructed by a Participant, dividends will be reinvested promptly following receipt of good funds by Citibank, but in no event later than thirty (30) days after receipt of such funds (except where deferral is necessary under applicable federal or state laws or regulations). Purchases of Depositary Shares pursuant to dividend reinvestment shall be made on the terms and conditions described above. To be effective, any changes to the allocation of dividends must be processed before the applicable record date for the dividend payment. Whenever the Company shall declare and distribute a dividend payable only in Depositary Shares, Citibank shall credit the full Depositary Shares and fractional Depositary

Share entitlements received on behalf of the Participant to the Participant's Account. Whenever the Company provides to the holders of its Depositary Shares the opportunity to elect to receive dividend payments in cash or in Depositary Shares (Elective Dividend), Citibank will provide to the Participant the opportunity to elect to receive such dividend payment in cash or in Depositary Shares. Any election made by a Participant as part of an Elective Dividend will take place outside the operation of the Program. Participants electing to receive any Elective Dividend payment in cash, shall receive (i) a check, payable to the participant or (ii) direct deposit of such payment into a U.S. bank account designated by the Participant, in each case, in U.S. dollars in the amount of such dividend payment (net of applicable taxes withheld). Citibank shall credit to the Account of a Participant electing to receive an Elective Dividend in Depositary Shares, without deduction for brokerage fees or transaction costs provided for in the Program, the number of Depositary Shares distributable to such electing Participant. In the absence of any election from a Participant as part of an Elective Dividend, payments of cash received by Citibank shall be applied in accordance with the Participant's prior directions within the terms of the Program.

6. **Certification of Depositary Shares** – A Participant may obtain a certificate evidencing any whole number of Depositary Shares held in the Account upon online, written or telephone instructions to Citibank. Citibank will make every effort to mail the certificate to the Participant promptly, but in no event later than thirty (30) days after receipt of instructions (except where deferral is necessary under federal or state laws or regulations). Depositary Shares so certificated continue to be eligible for the dividend reinvestment services that are part of the Program if so designated by the Participant. Certificates can be delivered only for a whole number of Depositary Shares. Fractional Depositary Share entitlements will be held on behalf of the Participant until termination of the Account or request for sale of such entitlements.
7. **Brokers** – Citibank will select one or more brokers (which may be affiliates of Citibank) to effectuate sales and purchases of Depositary Shares. Citibank will instruct the brokers to effectuate purchases and sales of Depositary Shares on the U.S. securities exchange on which the Depositary Shares are listed. No Participant shall have any authority or power to direct the specific time or price at which Depositary Shares may be purchased or sold, or to select the broker or dealer through or from whom purchases or sales are to be made. Citibank shall not have any responsibility for any error, neglect, delay, omission or default of any such broker.
8. **Fees and Charges** – To maintain the Account and benefit from the services contemplated in the Program, the Participant shall be required to pay the fees, expenses, commissions and charges set forth in the Fee Schedule provided to Participants. Fees, expenses, commissions and charges payable by a Participant are subject to change by Citibank at any time (in accordance with Section 16 of the Terms and Conditions). The Depositary Shares held in the Account are subject to the fees specified in the Deposit Agreement.

9. **Insurance** – Citibank has obtained and maintains insurance coverage for the mailing of certificates representing Depositary Shares to Participants.
10. **Deposit and Withdrawal of Depositary Shares** – Participants may at any time deliver to Citibank certificates for Depositary Shares to be deposited in the Account. Participants should send certificates (unendorsed) to Citibank via registered or certified mail, with return receipt requested, or some other form of traceable mail, and properly insured for the cost to the Participant of replacing the certificates if they are lost in the mail. Certificates should be sent to Citibank Shareholder Services, Investment Plan Services, P. O. Box 43077, Providence, RI 02940-3077. To contribute uncertificated Depositary Shares, a Participant should arrange for the transfer of the applicable Depositary Shares to Citibank in its capacity as administrator of the Program for credit to the Participant's Account. Citibank will promptly send the Participant an Account statement confirming each deposit of Depositary Shares in the Account. Citibank will hold Participants' Depositary Shares in electronic form to protect against physical loss and theft. All Depositary Shares so contributed to the Account will benefit from the same services (i.e., dividend reinvestment services) as the Depositary Shares theretofore held in the Account. Participants may at any time withdraw any whole numbers of Depositary Shares credited to their Accounts upon online, written or telephone instructions to Citibank. Citibank will make every effort to arrange for the transfer of the Depositary Shares to be withdrawn (and, if so instructed) to mail a certificate representing the Depositary Shares to be withdrawn to the Participant promptly, but in no event later than thirty (30) days after receipt of instructions (except where deferral is necessary under federal or state laws or regulations). Unless otherwise instructed, fractional Depositary Share entitlements will be held on behalf of the Participant until termination of the Account. A withdrawal of all Depositary Shares from the Account shall be deemed to be a termination of the Account by the Participant (see termination section below). There is no cost to Participants for certificate deposit or withdrawal services.
11. **Termination** – Participation in the Program may be terminated by the Participant at any time by online, telephone or written instructions to that effect to Citibank. Upon receipt of such instruction to terminate the Account (and receipt of payment of applicable fees and expenses) from the Participant, Citibank shall arrange for the prompt registration of the number of Depositary Shares (exclusive of fractional Depositary Share entitlements) held in the Account in the name of the Participant on the register of holders of Depositary Shares and mail a check issued in the name of the Participant for any funds then held on behalf of the Participant. Any fractional Depositary Share entitlements held for the Participant will be sold and proceeds will be remitted by check to the Participant (less applicable fees and charges). To be effective on any given dividend payment date, a Participant's notice to terminate the Account must be processed by Citibank before the record date for that payment. If a notice to terminate the Account is received by Citibank on or after the record date for a dividend payment, that notice may not become effective until such dividend has been reinvested and the Depositary

Shares purchased have been credited to the Participant's Account under the Program. Citibank, in its sole discretion, may either pay such dividend in cash or reinvest it in Depositary Shares on behalf of the terminating Participant. Citibank may terminate, for whatever reason, at any time as it may determine in its sole discretion, the Participant's participation in the Program upon mailing a notice of termination to the Participant at the Participant's address as it appears on Citibank's records. On such termination, Citibank will mail to the Participant a certificate for the number of Depositary Shares (exclusive of fractional Depositary Share entitlements) held in the Account, unless the sale of all or part of the Depositary Shares is requested by the Participant. Fractional Depositary Share entitlements will be sold and proceeds remitted to the Participant (less applicable fees and charges) by check.

12. **Voting** – Citibank will make available to the Participant any voting rights accruing to holders of Depositary Shares for the full number of Depositary Shares (exclusive of fractional Depositary Share entitlements) held in the Participant's Account as of the applicable record date. Citibank will forward to the Participants any and all applicable proxy and voting materials timely received from the Company and requested to be distributed to holders of Depositary Shares by such Company.
13. **Stock Splits/Rights** – Any stock split distributed on Depositary Shares will be credited to the Participant's Account, provided that such stock is of the same type, class and series as the deposited securities represented by the Depositary Shares held in the Account. In the event that rights are made available to holders of Depositary Shares to subscribe to additional Depositary Shares or other securities, Citibank will make such rights available to Participants to the extent reasonably practicable and permitted by law. The Depositary Shares held for the Participant under the Program may be (but shall not be required to be) combined with other Depositary Shares registered in the name of the Participant for purposes of calculating the number of rights to be issued to such Participant. In the event of any other distribution, Citibank shall treat any Participant on the same terms as the holders of Depositary Shares who are not Participants in the Program, to the extent reasonably practicable and permitted by law.
14. **Account Statements** – Citibank will distribute to the Participant Account statements after each transaction effectuated (i.e., sale, purchase, dividend reinvestment, etc.). Account statements will include any cash contributions received from the Participant, the price per Depositary Share purchased/sold, the number of Depositary Shares held/purchased/sold for the Participant by Citibank, the number of Depositary Shares on which dividends are being reinvested and the fees paid. These statements are the Participant's continuing record of the cost basis of the purchases of Depositary Shares and should be retained by the Participant for tax purposes. There may be a service charge for providing copies of statements for any period in a prior calendar year. Citibank will distribute to each Participant the communications distributed to the holders of Depositary Shares by the Company. For Depositary Shares acquired in the Program after January 1, 2011, the statement will include specific cost basis information in accordance with applicable law.

15. **Standard of Care** – In performing the services contemplated herein, Citibank shall act in good faith and without negligence. Citibank shall not be liable in connection with its operation of the Program for any act done in good faith and without negligence or for any good faith omission to act. Citibank will have no responsibility for the market value of Depositary Shares maintained in the Account on behalf of the Participant or for the prices at which Depositary Shares are purchased or sold through the Program.
16. **Amendments and Modifications** – Citibank reserves the right to modify these Terms and Conditions at any time by distributing a copy of such modification to the Participant. Such modifications shall become effective upon distribution of notice thereof to the Participants except that any modification that materially adversely affects the rights and obligations of Participants shall become effective only upon the expiration of 30 days after the distribution of notice thereof, unless, in each case, a different time period is required by law.
17. **Taxes** – U.S. law imposes certain reporting obligations upon Citibank in its capacity as sponsor and administrator of the Program. As a result, Citibank will report to the Internal Revenue Service and the Participant any sale of Depositary Shares effected on behalf of the Participant and any dividends received on behalf of the Participant. Although Citibank will reinvest dividends upon the Participant's instructions, the Participant remains responsible for any income taxes payable on such dividends. A Participant may be required from time to time to file such proof of taxpayer status or residence, to execute such certifications and to make such representations and warranties, or to provide any other information or documents, as Citibank may deem necessary or proper to fulfill its obligations. If any tax or other governmental charge or assessment shall become payable with respect to any payment due to the Participant, such tax, charge and assessment may be withheld from such payment in accordance with applicable law. Citibank may withhold any payment due a Participant if a Participant fails to provide Citibank with such information and documents as Citibank may deem necessary or proper or if such Participant fails to pay such taxes, charges or assessments. The Participant shall indemnify and hold harmless Citibank against any taxes, penalties, additions to tax, and interest, and costs and expenses related thereto, arising out of claims against Citibank by any governmental authority for failure to withhold taxes on the basis of information provided by the Participant.
18. **No Partnership/Joint Venture** – Nothing herein or in any materials pertaining to the Program shall be deemed to give rise to a partnership or joint venture among the Company, Citibank or any Participant. Citibank may, in its sole discretion, use a broker-dealer affiliated with Citibank to execute purchase or sale transactions (in which event, brokerage commissions will be paid to Citibank's affiliate). Citibank and its affiliates may from time to time have banking and other business relationships with the Company and its affiliates, and with any other persons that may have interests, and be engaged in transactions, that are adverse to the Participants, the existence of which may or may not be disclosed to Participants. Such relationships shall not be deemed

to conflict with the relationship between Citibank and the Participant under the terms of the Program. Nothing herein shall give rise to any obligations for Citibank (or any of its affiliates) to disclose any banking or business relationship between the Company (or any of its affiliates) or any other person, on the one hand, and Citibank (or any of its affiliates), on the other hand, or any information that Citibank (or any of its affiliates) may obtain in the course of such relationship.

19. **No Recommendation** – While Citibank sponsors and administers the Program, Citibank is not the issuer of, and provides no advice and makes no recommendations with respect to, the Depositary Shares or any purchase or sale transaction initiated by the Participant. Any decision to purchase or sell any Depositary Share must be made by the individual Participant, based upon his/her own research and judgment.
20. **Company Involvement** – The Company has consented to the establishment of the Program by Citibank, N.A. but does not and should not be deemed to sponsor or administer the Program. From time to time Citibank may disclose to the Company the names (and other relevant information) of the Participants in the Program.
21. **Transfer Agency** – Citibank is a transfer agent registered pursuant to Section 17A of the Securities Exchange Act of 1934. The Accounts are not insured by the Federal Deposit Insurance Corporation, the Securities Investor Protection Corporation, or any similar agency.
22. **Depositary Shares** – The Depositary Shares that are the subject of the Program are issued pursuant to a Deposit Agreement (as amended from time to time) governing the rights and obligations among holders and beneficial owners of Depositary Shares, Citibank, as Depositary, and the issuer of the securities evidenced by the Depositary Shares. Nothing herein is intended, or should be deemed, to modify, amend or waive any of the terms of the Deposit Agreement or the receipt evidencing the Depositary Shares. Participants agree to be bound by the terms of the Deposit Agreement. Copies of the Deposit Agreement (as amended from time to time) can be obtained from Citibank. The Deposit Agreement has been filed with the Securities and Exchange Commission (SEC) under cover of a registration statement relating to the Depositary Shares on Form F-6 and, as such, may be retrieved from the SEC's website (www.sec.gov).
23. **Ineligible Persons** – Senior officers and directors, or shareholders owning 5% or more of the shares (including ADSs), of the Company are not eligible to participate in the International Direct Investment Program. By signing and mailing the Enrollment Form or Initial Enrollment Form or initiating a transaction, the Participant shall be deemed to represent that he/she is not such a senior officer, director, or holder of 5% or more of the shares, of the Company. The Program is not designed for institutional investors or financial intermediaries. **The Program is available to U.S. residents only.**

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24. **Force Majeure** – Citibank shall be excused from performance of its obligations hereunder and shall not be liable for any losses, damages, or expenses caused by the occurrence of any contingency beyond its control, including, without limitation, nationalization, expropriation, currency restrictions, work stoppages, strikes, fire, computer failure, civil unrest, insurrection, revolution, riot, rebellion, terrorism, accident, explosion, flood, storm, act of war, act of God or similar occurrence.
25. **Governing Law** – The Program, and the Terms and Conditions, shall be governed by the laws of the State of New York. The signing and mailing of the Enrollment Form shall constitute an offer by a person to establish a principal-agency relationship with Citibank, acceptance of which shall occur in the offices of Citibank in Citibank's discretion upon the opening by Citibank of an Account in the name of such person, at which point Citibank shall become the Participant's agent for the purposes hereof.
26. **Entire Agreement** – These Terms and Conditions set forth the entire understanding of the parties with respect of the subject matter hereof and supersede any and all prior agreements, arrangements and understandings relating thereto. Titles to sections of the Terms and Conditions are included for convenience only.
27. **Partial Invalidity** – In the event that any provision of the Terms and Conditions (or any portion thereof) or the application thereof to any person or circumstances shall be determined by a court of proper jurisdiction to be invalid or unenforceable to any extent, the remaining provisions of the Terms and Conditions, and the application of such provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall be unaffected thereby and such provisions shall be valid and enforced to the fullest extent permitted by law in such jurisdiction. In the event that any provision of the Terms and Conditions (or any portion thereof) or the application thereof to any person or circumstances shall be determined by a court of proper jurisdiction to be invalid or unenforceable to any extent in such jurisdiction, the provisions of the Terms and Conditions and the application of such provisions to persons or circumstances shall be unaffected thereby in any other jurisdiction and such provisions shall be valid and enforced to the fullest extent permitted by law in any such other jurisdiction.

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