

# Rio Tinto

## nominee service

for private individuals

### **Application Information Terms and Conditions**

The Rio Tinto Nominee Service allows private individuals to hold, purchase and sell shares in Rio Tinto plc as an alternative to holding shares in your own name.

You do not need to keep your share certificate in a safe place (or risk having to pay for a duplicate if your certificate is lost) because you will not need one. You will be able to sell or transfer shares in a simple way without having to produce a share certificate as your shares will be held electronically.

Shares will be held in the nominee service under the CREST system, the UK Stock Market's electronic settlement system. This allows a shareholder to hold shares in uncertificated form (i.e. without a share certificate) and for shares to be purchased or sold quickly by using electronic messages which pass between brokers. Instead of having a share certificate you will receive a regular statement showing the number of shares held on your behalf.

In order to participate, shareholders must have their shares entered onto the system by a CREST participating member. This allows both the transfer of ownership and the settlement to occur electronically. This avoids the processing of share certificates which is an extra expense to brokers and may be passed on to shareholders in the form of increased dealing charges.

For these reasons, Computershare Investor Services PLC in conjunction with Rio Tinto plc operate the Rio Tinto Nominee Service, for the benefit of Rio Tinto plc's private individual shareholders. The Nominee Service enables you to have your shares held by a nominee company which can operate in the CREST system and you benefit from electronic share dealing and settlement. The nominee company is a subsidiary of Computershare Investor Services PLC and will be appropriate to the country where you live.

The Rio Tinto Nominee Service is free to join and there is no annual fee.



### How the Nominee Service works

Shareholders who join the Nominee Service will have their shares transferred to a Computershare group nominee company appropriate to the country in which the shareholder lives. Details of the shareholdings transferred will be held by Computershare Investor Services PLC in a nominee register. Having your shares held by a nominee company which can operate in the CREST system means that transactions can be carried out without an exchange of share certificates or the increased costs that may be associated with such certificates.

### Statements

You will be sent an opening statement followed by a statement twice a year while you remain in the Nominee Service. We will also send an advice note every time a purchase or sale is made.

### Dividends

Dividend payments are paid in pounds sterling and payments due to you will be made on the same date as payments are made to shareholders on the main register. A tax voucher will also be sent to you at your registered address. If you elect to receive your dividend paid directly to your bank or building society account an annual consolidated tax voucher will be sent once per year.

You may have the funds paid to you by cheque sent to your registered address if you live in the UK; alternatively, the money can be paid directly into your Bank or Building Society account. If you have already completed a dividend mandate form, these instructions will remain in force until you advise us otherwise - there is no need to complete a new form. If you are not resident in the UK there may be a charge to have the dividends paid directly to your bank account. Please call the Nominee Service Helpline for details.

Rather than receive a cash payment you may be able to reinvest your dividend in Rio Tinto plc shares under the Dividend Reinvestment Plan. Please call the Nominee Service Helpline for details.

If you have already elected to receive shares under the Dividend Reinvestment Plan this instruction will remain in force unless you advise us to the contrary.

### Your voting rights

Arrangements have been made to allow you to vote at Rio Tinto plc meetings. Before the meeting you will be sent a form of direction to allow you to instruct Computershare Company Nominees Limited to vote on our behalf in respect of your shares. You may, if you wish, attend the meeting and vote in person if a poll is called.

### Company communications with investors

All communications, including electronic communications, sent by Rio Tinto plc to shareholders will be sent to participants in the Nominee Service.

### Change of Nominee account details

**To reduce the risk of fraud, we will not take instructions by telephone.**

If you write to the Rio Tinto Nominee Service please ensure that you have included your full name, address and your Shareholder Reference Number, shown on your statement.

If you change your address or wish to alter your dividend mandate instruction please write and tell us. If you change your name, please write to us enclosing the appropriate supporting documentation e.g. your marriage certificate. Any documents sent will be returned to you.

### How do I buy or sell more shares?

You may buy and sell shares by using a postal, telephone or internet dealing service. Shares will be dealt on an "execution only" basis. This means that neither Computershare Investor Services PLC nor Rio Tinto plc can give you any advice as to whether you should hold, buy or sell shares. Computershare Investor Services PLC will send an advice note every time a purchase or sale is made. In order to sell your shares you must accept the dealing Terms & Conditions.

THE TABLE SET OUT AT APPENDIX A SETS OUT THE TYPE OF DEALING AVAILABLE IN COUNTRIES PERMITTED TO PARTICIPATE IN THE NOMINEE SERVICE.

### Postal Share Dealing Service

If you wish to buy more shares, you should complete the form and have it signed by all joint holders. You should attach one personal cheque in sterling for the total amount you wish to invest made payable to "Computershare Investor Services PLC". Please note that cash and postal orders are not acceptable. You may also send a building society cheque or bank draft providing it is endorsed on the reverse by the issuer with your name and address and confirmation that the funds have been drawn from your account. When your cheque has cleared, the dealing fee plus any stamp duty will be deducted and the balance invested. You will be sent an advice note showing your new holding together with a cheque for any cash surplus of £3 or over. Any amount of less than £3 will be given to charity.

If subsequently you wish to sell shares, the form attached to your statement should be completed and signed by all joint holders. A sterling cheque for the sale proceeds, less charges, will be sent to you or, in the case of joint holdings, to the first named holder on the settlement day.

Share sales and purchases will be carried out twice weekly, normally Wednesday and Friday, on the dealing date following receipt of your dealing request.

A full copy of the Postal Share Dealing terms and conditions are available at [www.computershare.com](http://www.computershare.com) or available on written request made to: Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6ZY.

### **Telephone Share Dealing Service**

If you wish to use the telephone dealing service you should telephone 0870 703 0084 between 8.00 and 16.30 Monday to Friday with your dealing instructions. The share price at which you deal will generally be confirmed whilst you are still on the telephone. Please ensure you have your Shareholder Reference Number with you.

The charge is 1% of the value of the shares with a minimum charge of £15. This means that if the value of the shares you are buying or selling under the telephone service is £1,500 or less, you pay £15. Above £1,500 you pay 1% of the total. Stamp duty (currently 0.5%) is an additional cost on purchases.

### **Internet Share Dealing Service**

If you wish to use the Internet Share Dealing Service you should log onto [www.computershare.com/dealing/uk](http://www.computershare.com/dealing/uk). There is no need to open an account in order to deal. Real time dealing is available during market hours. In addition there is a convenient facility to place your order outside of market hours. Up to 90 day limit orders are available for sales. A bank debit card will be required for purchases.

The charge is 0.5% subject to a minimum charge of £15. This means that if the value of the shares you are buying or selling under the Internet service is £3,000 or less, you pay £15. Above £3,000 you pay 0.5% of the total. Stamp Duty (currently 0.5%) is an additional cost on purchases.

THE TABLE SET OUT AT APPENDIX A SETS OUT THE TYPE OF DEALING AVAILABLE IN COUNTRIES PERMITTED TO PARTICIPATE IN THE NOMINEE SERVICE.

### **May I use any other dealing service for my Rio Tinto shares whilst remaining in the Nominee Service?**

No. You may only use the Rio Tinto Nominee Dealing Service to buy or sell your Rio Tinto shares. If you wish to use another service you must transfer your shares out of the Nominee Service.

### **Transfer of shares to other people**

You may give your shares to another family member as a gift by completing the relevant form, which is obtainable from the Rio Tinto Nominee Service. If the person receiving the shares is not already a member of the Rio Tinto Nominee Service they must confirm in writing on the form that they accept the Terms and Conditions of the Nominee Service. Extra copies of the Terms and Conditions can be obtained from the Rio Tinto Nominee Service. There is no charge for transferring your shares as a gift in this way.

If you wish to give your shares to a family member who does not want to hold them in the Rio Tinto Nominee Service, you must first transfer the shares back into your own name on the company register and then make the gift by Stock Transfer Form. There is a £2.50 fee for transferring shares out of the Nominee Service.

### **Other Charges**

There is no charge to join the Rio Tinto Nominee Service and no annual fee is payable.

If you choose to withdraw your shares from the Rio Tinto Nominee Service and transfer them back into your own name a certificate will be issued to you. There is an administration charge of £2.50.

### **Joining**

Copies of all the relevant forms can be obtained by contacting Computershare in writing or by e-mail. Simply fill in the form and return it to the Rio Tinto Nominee Service with your share certificate.

### **Nominee Service Helpline**

We have set up a Nominee Service Helpline for shareholders. If you require any further information or assistance, please telephone us on 0800 435021 (UK residents only) or +44 870 703 6364. You can also email us at [web.queries@computershare.co.uk](mailto:web.queries@computershare.co.uk).

### **Your Questions Answered**

#### **Can anyone join?**

The Service is available to individuals over 18 years of age. The Nominee Service is not available to corporate bodies

or trustees. Shareholders not resident in the UK should call the Helpline to check if the Nominee Service is offered to shareholders in their country of residence.

#### **What are the main benefits of the Company Nominee Service for me?**

- a) Your shares will be held electronically and you may use the cost effective dealing service to buy or sell shares.
- b) You will be able to avoid any extra costs associated with dealings using share certificates.
- c) If you decide to use the telephone or internet dealing service you will generally be notified of the sale price immediately and settlement of the transaction will be completed within three days.

#### **Is the Service suitable for all shareholders?**

It is not suitable for those shareholders who wish to deal shares using a variety of brokers or who want something other than an "execution only" postal, telephone or internet dealing arrangement. You should seek advice from an independent financial adviser if you are in any doubt.

#### **Will I have a share certificate?**

No, your shares will be held in the Rio Tinto Nominee Service in electronic form but you will be the beneficial owner of the shares. You will not have to worry about keeping a certificate in a safe place.

#### **If I don't have a share certificate what will I have?**

You will receive a statement giving you the balance of your shareholding at least twice a year. You will also receive an advice note showing the updated balance every time you buy or sell shares.

#### **Do I have to transfer all my shares into the Rio Tinto Nominee Service?**

No, but if you hold some shares in the Nominee Service and some on the main register you will receive separate dividend payments and shareholder communications for both holdings. Therefore you may find it simpler to hold all your shares in the Nominee Service.

#### **Do I have to join the Nominee Service now?**

No, shareholders will be able to join the Nominee Service at any time.

#### **Are my shares safe?**

Your shares will be held within the Nominee Service but you will be the beneficial owner. The Rio Tinto Nominee Service is administered by, and is the responsibility of, Computershare Investor Services PLC, who are regulated by the Financial Services Authority.

#### **Will I still receive the same company information from Rio Tinto plc as a shareholder on the main register?**

Yes, you will be sent all communications from Rio Tinto plc which are sent to shareholders on the main register. This also includes electronic communications if you have elected to use this service.

#### **Can I still attend the Rio Tinto plc AGM?**

Yes, arrangements can be made for you to attend the AGM and any other meetings open to shareholders. Please contact the Nominee Service Helpline for details at the appropriate time.

#### **Can I still vote at the Rio Tinto plc AGM?**

You will be able to instruct the Nominee Company on how you wish it to vote on the resolutions.

#### **Can I still have my dividends paid direct to my Bank or Building Society account?\***

Yes, if you wish to use this service please call the Nominee Service Helpline for a bank mandate form. Any existing instructions you have given will operate until you instruct us otherwise. If Rio Tinto plc offers the dividend in the form of shares, they will be added to your holding in the Nominee Service on your behalf.

- \* Some Building Society accounts are not suitable for direct payment of dividends, in which case your tax voucher will be sent direct to them with your dividend voucher.
- \* For non UK bank accounts there may be charge for this service. Please call the Nominee Service Helpline for details.

#### **How easy is it to leave the Nominee Service?**

You may leave by giving written instructions. Your shares will then be transferred onto the main register and a certificate will be issued. There is a charge of £2.50 to cover the administrative costs of the transfer.

#### **I want to join the Rio Tinto Nominee Service but I have lost my certificate(s).**

##### **What do I do?**

Please call the Nominee Service Helpline and request a Letter of Indemnity which can be used to replace your lost certificate(s). There may be a charge for this service depending on the value of the shares involved.

If you have any questions about the Service or require any assistance please contact the Nominee Service Helpline 0800 435021 (UK residents only) or +44 870 703 6364 or write to:

The Rio Tinto Nominee Service  
PO Box 1169  
The Pavilions, Bridgwater Road, Bristol, BS99 6ZY, United Kingdom

Please Note

The Rio Tinto Nominee Service may not be suitable for all shareholders. Please seek advice from an independent financial adviser if you are in any doubt. The share dealing service is available on an execution only basis; no advice can be given by Rio Tinto plc or Computershare Investor Services PLC.

Personal membership of CREST may be an alternative for those who deal in shares frequently. Please consult your financial adviser if you require a list of companies who offer this service.

The Rio Tinto plc Nominee Service is provided by Computershare Investor Services PLC.

The Rio Tinto plc Nominee Service is only available to individuals over 18 years of age. It is not available to corporate investors or trustees.

Please note that the foregoing is a summary. Fuller details are contained in the Terms and Conditions. If there appears to be a contradiction between the Terms and Conditions and this summary, the Terms and Conditions shall prevail. Remember that the value of shares and the income from them can fall as well as rise and an investor might not receive back the amount invested.

## Appendix A - Rio Tinto Nominee Dealing Options

Permitted Country	Telephone Dealing 1% of deal - Min £15	Internet Dealing 0.5% of deal – Min £15	Postal Dealing 0.5% of deal - Min £15
Argentina	✓	X	✓
Australia	X	X	✓
Austria	✓	✓	✓
Belgium	✓	✓	✓
Botswana	✓	X	✓
Brazil	✓	X	✓
Bulgaria	✓	✓	✓
Canada	X	X	✓
Chile	✓	X	✓
China	✓	X	✓
Cyprus	✓	✓	✓
Czech Republic	✓	✓	✓
Estonia	✓	✓	✓
Finland	✓	✓	✓
France	✓	✓	✓
Germany	✓	✓	✓
Greece	✓	✓	✓
Guinea	✓	X	✓
Hungary	✓	✓	✓
Iceland	✓	✓	✓
India	X	X	✓
Indonesia	✓	X	✓
Ireland	✓	✓	✓
Isle of Man	✓	✓	✓
Italy	X	X	✓
Jersey	✓	✓	✓
Korea	✓	X	✓
Latvia	✓	✓	✓
Liechtenstein	✓	✓	✓
Lithuania	✓	✓	✓
Luxembourg	✓	✓	✓
Malta	✓	✓	✓
Mexico	✓	X	✓
Namibia	✓	X	✓
Netherlands	✓	✓	✓
Norway	✓	✓	✓
Paraguay	✓	X	✓
Peru	✓	X	✓
Poland	✓	✓	✓
Portugal	✓	✓	✓
Slovakia	✓	✓	✓
Slovenia	✓	✓	✓
Singapore	X	X	✓
South Africa	X	X	✓
Spain	✓	✓	✓
Sweden	✓	✓	✓
Switzerland	X	X	✓
Taiwan	✓	X	✓
USA	X	X	✓
Zimbabwe	X	X	✓

## TERMS & CONDITIONS OF THE NOMINEE SERVICE

### Rio Tinto plc

The following are the terms and conditions on which Computershare Investor Services PLC ("Computershare") will provide the Rio Tinto plc Nominee Account ("Nominee Account") for ordinary shares issued by Rio Tinto plc to the person(s) ("you") whose Rio Tinto plc Ordinary Shares ("Rio Tinto Shares") are held by Computershare Company Nominees Limited.

Computershare will not provide you with investment advice. If you require any investment advice or assistance concerning this Nominee or the purchase or sale of Rio Tinto Shares you should seek professional advice.

The Nominee Account is only available to individuals, over the age of 18, resident in the United Kingdom and the Permitted Countries and is not offered to persons resident outside the United Kingdom and the Permitted Countries. Where these terms and conditions have been received in a country where the provision of the Nominee Account would be contrary to local laws or regulations, these terms and conditions should be treated as being for information purposes only. You may not participate in the Nominee Account if you hold any Rio Tinto Shares in your own name.

Please read these terms and conditions carefully. They explain the relationship between you and us with respect to the Rio Tinto Shares.

On Rio Tinto Shares being issued by Rio Tinto plc to the Nominee as a result of your election to hold your Rio Tinto Shares in the Nominee Account or the Rio Tinto Shares being transferred into the Nominee, these terms and conditions will constitute a legally binding agreement between you and us. If there is anything in them which you do not understand, please contact us or seek professional advice.

Our contact details are listed in section 11.3.

We do not provide any taxation or legal advice. If you do need advice on holding your Rio Tinto Shares in the Nominee or your tax liability then you should seek professional advice. These terms and conditions do not constitute a recommendation to buy, sell, transfer or hold Rio Tinto Shares in Rio Tinto plc.

These terms and conditions are dated 30th November 2007 and they can change from time to time on providing you with prior written notice in accordance with these terms and conditions. You can obtain an up-to-date version by calling Computershare. Our contact details are listed in section 11.3.

### 1 Definitions

1.1 The following words and phrases used in these terms and conditions have the meanings set out below:-

"business day" means any day (excluding Saturday) on which banks in the United Kingdom are generally open for non-automated business;

"Computershare Nominee" means a wholly-owned subsidiary of Computershare as Computershare may nominate from time to time to provide the Nominee Account which shall be a member of the CREST system and whose business shall consist solely of acting as a nominee. This company shall initially be Computershare Company Nominees Limited;

"Corporate Body" as defined in 417(1) of FSMA for the United Kingdom and any Corporate Body constituted under the law of a country or territory outside the United Kingdom.

"CREST system" means the computer-based system operated by Euroclear UK for the transfer of uncertificated securities;

"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 business day;

"Euroclear UK" means Euroclear UK & Ireland Limited, the operator of the CREST system;

"FSA" means the Financial Services Authority;

"FSMA" means the Financial Services and Markets Act 2000;

"Permitted Countries" means countries whereby CIS is permitted to accept instructions from residents.

"Rio Tinto plc" means Rio Tinto plc;

"Rio Tinto Shares" means the ordinary shares of 10 pence each in the share capital of Rio Tinto plc being a participating security in the CREST system and references to "your Rio Tinto Shares" are to Rio Tinto Shares originally issued to the Computershare Nominee on your behalf and to any other Rio Tinto Shares which are transferred or issued to the Computershare Nominee for your account;

"Nominee Account" means the service provided by Computershare whereby the Computershare Nominee holds Rio Tinto Shares as nominee in accordance with these terms and conditions;

"Share Dealing Facility" the facility provided by Computershare for the purchase and sale of Rio Tinto Shares;

"Sponsor" means the person (if any) who acts as the CREST sponsor of the Computershare Nominee and who is therefore able to send and receive CREST messages on behalf of the Computershare Nominee;

"Retail Client" Someone who is not a financial services professional. Retail clients are offered the full protection of the FSA rules.

"Stamp duty" means stamp duty or stamp duty reserve tax, as applicable;

"you" means the person holding an interest in the shares.

1.2 Words importing one gender shall (where appropriate) include any other gender and words importing the singular shall (where appropriate) include the plural and vice versa.

1.3 References to any statute or statutory provisions shall, unless the context otherwise requires, be construed as a reference to such statute or statutory provisions (including all instruments, orders or regulations made under it or deriving from it) as in force from time to time.

1.4 For the avoidance of doubt, references in these terms and conditions to the United Kingdom, unless specified to the contrary, shall exclude the Channel Islands.

1.5 Any provision that says we will do something also means that we will arrange for the Nominee to do so, unless the context means otherwise.

### 2 The Services

2.1 By asking us to hold your shares for you, you have agreed to be bound by these terms and conditions in relation to those shares.

2.2 We will arrange for the nominee to hold your shares for you as trustee. It will be the legal owner of the shares.

2.3 Subject to these terms and conditions we will treat you as though you hold the shares in your own name so you will receive benefits from those shares, equivalent to those you would receive if you held the shares in your own name, on or around the same time as you would have done had you been registered directly on Rio Tinto plc's register of members.

2.4 Nothing in these terms and conditions is intended to vary any of the nominee's rights or duties in relation to Rio Tinto plc as set out in the Memorandum and Articles of Association of Rio Tinto plc and these conditions must be interpreted to give that effect.

2.5 We may ask you for proof that you have the right to use the nominee service. We reserve the right to refuse to act for you until you have provided us with proof that is satisfactory to us. In particular, we might not accept your instructions unless:

- you have correctly filled in any instructions or other documents we may have asked for before sending them to us; and
- a change to your name or address (for example a deed poll or marriage certificate); and
- you quote your shareholder reference number on all correspondence. This number is quoted on all statements sent to you by us. Please keep this number safe since its object is to prevent fraud.

2.6 If we receive instructions from you to transfer your shares, you cannot cancel or change those instructions.

We will not recognise a trust as a holder of the shares, whether the trust is express, implied or constructive, and notice of any such trust will not be binding on us or upon the nominee.

2.7 You may hold your shares in your own name rather than in the nominee service. If you want to do this you must tell us so that we can arrange for the shares to be registered in your name. We will then no longer hold the shares for you and the terms and conditions of the nominee service will not apply to those shares. If you decide to participate in the nominee service you may withdraw your shares at any time, but there is a charge for withdrawing from this Service (see section on charges below).

2.8 Computershare and the nominee are only bound by your interest in your shares. We cannot be bound by the interests of any third party. You must not therefore give any other person rights over your shares.

### **3 Your benefits as a shareholder**

3.1 All dividends paid by Rio Tinto plc will be paid to you under existing instructions that you have previously given to Rio Tinto plc or in accordance with instructions you give to the nominee in this regard. Shares received under Rio Tinto plc's Dividend Reinvestment Plan will be held by the nominee under these conditions.

3.2 If we, or Rio Tinto plc, are required by law to make any deduction from any dividend or other payment due to you, we or Rio Tinto plc will do so. We may also make deductions for stamp duty or other taxes or charges payable by us or Rio Tinto plc on dividends or other payments to you or on related documents. We will not normally hold any cash for you.

3.3 If you are entitled to extra shares (for example, through a bonus or other capitalisation issue), the nominee will automatically hold the new shares for you under these terms and conditions.

3.4 If you are entitled to buy extra shares (for example, through a rights issue), we will ask you how you wish us to exercise your rights. We will take all reasonable steps to ensure that, so far as is practicable, you receive the same rights as you would have done if you held your shares in your own name.

3.5 If we receive notice of any other corporate action, we will tell you about it. If you reply quickly enough to allow us to act, we will follow your instructions.

3.6 Whenever we seek your instructions we require that you provide them by a specified date. If we do not receive your instructions by that date we will take no action in respect of your shares.

3.7 If a corporate action were to result in control of Rio Tinto plc being obtained by a third party and you are entitled to receive shares or other securities in another company in exchange for your shares, we will decide whether those shares or other securities in the other company should be held by you in your own name or by the nominee on your behalf. If we decide that they should be held by the nominee on your behalf then these terms and conditions will be changed so that, with effect from the date when the transaction is completed, references to shares mean the shares or other securities in that other company.

3.8 Where any other rights are offered in connection with your shares we will take all reasonable steps to ensure that, so far as practicable, you receive the same rights as you would have done if you held your shares in your own name.

3.9 If, after acting for you and our other customers, we are left with fractions of shares we will, so far as practicable, deal with them in a way consistent with how we would deal with fractions of shares held by registered shareholders.

3.10 If we are required by Rio Tinto plc to give warranties before acting for you, we may require you to give similar warranties to us and to the nominee before we act.

### **4 Information**

4.1 We will ensure that Rio Tinto plc sends you a copy of any document sent to registered shareholders of Rio Tinto plc at the same time or as soon as possible after it is sent to the registered shareholders. For example, we will ask Rio Tinto plc to send you its Full Annual Report and Financial Statements or the Annual

4.2 Review every year. If you no longer wish to receive these documents you should notify us in writing and we will pass this information on to Rio Tinto plc.

4.3 We will provide you with a statement of the number of shares held for you under the nominee service at the time when an account is first opened for you. We will also send you a statement at least twice a year of the number of shares being held for you under the nominee service. We will also notify you of any changes to the number of shares held for you under the nominee service. These statements are provided free. You will be charged a fee if you request a duplicate or additional statement.

4.4 If a dividend is declared to you we will send you a statement showing the number of shares entered on the nominee register upon which you are entitled to receive a dividend. We may choose to combine that statement with any other statement which we are required by law to provide you with in connection with that entitlement.

4.5 If no dividend is declared in any financial year, we will send you a statement within 12 months of the date that any previous statement was sent to you. You must check any statement, which you receive from us. If you have any queries about the contents of the statement you should contact us as soon as possible following its receipt.

4.6 You authorise us to provide information concerning you, your shares and any instructions given by you in relation to you on the terms set out below. 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 power over us or the nominee and nominee service;
- to Rio Tinto plc (or any other person carrying out functions in relation to the nominee service) in order to facilitate the provision of the nominee service.

4.7 You have the right upon request to view what information we hold on you. We may charge you a small fee for providing you with access to this information. You should let us know if you think that any of the information we hold about you is inaccurate so that we can correct it.

4.8 We will assume that any communication which comes from you is from you and we will assume that any document which we receive and which appears to have been signed by you, has been.

### **5 Nominee arrangements and transfer of Rio Tinto Shares**

5.1 The Computershare Nominee will hold your Rio Tinto Shares in uncertificated form on your behalf as bare trustee and as your nominee subject to the provisions of Rio Tinto plc's Articles of Association and any other document which governs the terms on which the Rio Tinto Shares are issued.

Rio Tinto plc may from time to time issue Rio Tinto Shares to the Computershare Nominee and direct that such Rio Tinto Shares be held for you under the Nominee Account and you authorise the Computershare Nominee to accept such Rio Tinto Shares on this basis. Neither the Computershare Nominee nor Computershare will have or claim any interest in your Rio Tinto Shares except as provided in Clause 11.7 or as provided in any separate agreement or arrangement which you may have with Computershare.

You warrant to Computershare and the Computershare Nominee that your Rio Tinto Shares are and will remain free of all liens, charges and encumbrances. You undertake to Computershare and the Computershare Nominee that you will not pledge or charge your Rio Tinto

Shares to a third party, or in any other way seek to give another person rights in or over your Rio Tinto Shares. Neither the Computershare Nominee nor Computershare is acting as agent for Rio Tinto plc in respect of the Nominee Account.

5.2 Computershare will maintain the register of persons for whom the Computershare Nominee holds Rio Tinto Shares. You agree to provide Computershare promptly with any information which Rio Tinto plc would be entitled to require from you if you were the registered holder of your Rio Tinto Shares including information required to satisfy nationality declaration requirements or relating to ownership of the Rio Tinto Shares. If you have held Rio Tinto Shares in certificated form and subsequently transfer them to the Computershare Nominee all mandates and instructions given by you to the registrar for Rio Tinto plc will continue to be applied in respect of your Rio Tinto Shares unless you instruct Computershare in writing otherwise. You can also instruct Computershare to arrange for the Computershare Nominee to hold your Rio Tinto Shares for another person or persons (including, for the avoidance of doubt, the addition of persons as joint holders). Computershare will only do this if it receives the relevant form confirming that such a transfer is by way of gift. There is no charge for such a transfer. No other transfers (except as provided in clauses 5.3 and 5.4 below) other than by way of sale through the Share Dealing Facility will be permitted.

5.3 If you wish to transfer your Rio Tinto Shares from the Computershare Nominee without selling them through the Share Dealing Facility they must first be transferred into your name. Computershare will arrange for this if you complete the relevant form and send this to them. Additional copies of the relevant form can be obtained from Computershare, a fee, currently £2.50, will be charged for transferring Rio Tinto Shares from the Nominee Account. The Rio Tinto Shares will be transferred into your name on the register of members and a share certificate will be issued in your name. You should not deal through another service before you have received your share certificate. If all of your Rio Tinto Shares are transferred back to you, you leave the Nominee Account.

5.4 Computershare will not accept transfers into the Computershare Nominee (except for existing participants in the Nominee Account under the Share Dealing Facility) unless the Rio Tinto Shares being transferred are in certificated form, there is no change of beneficial owner and any stamp duty has been paid.

5.5 Computershare reserves the right not to accept any transfer instruction which is not given on the relevant form, or which is given on any form that has not been properly completed. Such forms or instructions, if not accepted, will be returned to you. You may not cancel or amend any transfer instructions once they have been sent to Computershare.

5.6 Computershare will only act on instructions in writing which contain your Security holder Reference Number ("SRN"). This number is shown on the statements of your holdings sent to you by Computershare. You must keep your SRN safe because if another person obtains the number it may facilitate a fraud. If you lose or fail to quote your SRN this may result in a delay in giving effect to an instruction from you. Upon request, instructions to transfer are acknowledged by an amended statement of holding. Other instructions are acknowledged by Computershare acting on them but are not otherwise acknowledged.

5.7 All notifications to Computershare concerning your Rio Tinto Shares (for example any change of address, or instruction as to receipt of dividend payments) should quote your SRN.

## **6 Company meetings and communications**

6.1 Computershare will give you the option of choosing whether or not you would like to receive information about Annual General Meetings of Rio Tinto plc together with a form which you can use either (a) to give the Computershare Nominee your voting instructions to vote by proxy on a poll or a show of hands or (b) if you wish to attend, speak and vote in person at a shareholders' meeting, to appoint you as the proxy of the Computershare Nominee in respect of your Rio Tinto Shares (so long as this is permitted by Rio Tinto plc's Articles of Association). In order for the Computershare Nominee to be able to vote in accordance with your instructions on a poll or, if you wish to attend, speak and vote in person at a shareholders' meeting to appoint you as its proxy in respect of your Rio Tinto Shares (so long as this is permitted by Rio Tinto plc's Articles of Association), Computershare must have received the relevant instructions from you on a correctly completed form before the deadline notified to you.

6.2 Computershare will give you the option of choosing whether or not you would like to receive (i) an annual summary financial statement sent by Rio Tinto plc to its registered holders in accordance with the Companies Act 2006 (as amended) and the Companies (summary financial statements) Regulations 1992 and 1995 or, where such a summary financial statement is not made available, a copy of the annual report and accounts of Rio Tinto plc; and (ii) copies of any interim accounts sent by Rio Tinto plc to its registered holders. Where summary financial statements are sent, you will be given an opportunity to receive a copy of the annual report and accounts of Rio Tinto plc.

6.3 Regardless of whether you continue to receive the documents referred to in clauses 3.1 and 3.2 above, you will continue to be sent all other documents which are issued by Rio Tinto plc and sent to registered holders generally, at or around the same time as registered holders. If you have held Rio Tinto Shares in certificated form and subsequently hold Rio Tinto Shares through the Nominee Account, such documents will be sent in accordance with any instructions given by you to the registrar for Rio Tinto plc until Computershare has been otherwise notified in writing.

6.4 You may change your mind at any time about whether or not you wish to receive the information referred to in clauses 3.1 and 3.2 above. Please notify us if you do.

## **7 Entitlements attaching to Rio Tinto Shares and corporate actions**

7.1 Computershare will act in accordance with reasonable written instructions given by you concerning the exercise of any rights attached to or arising from your Rio Tinto Shares (e.g. if there is a rights issue or a takeover concerning Rio Tinto plc), provided that you give the instructions in accordance with these terms and conditions and any other conditions notified to you at the relevant time. Computershare reserves the right not to act on any instructions where Computershare has to make a payment unless it receives the payment from you by such date as may be specified by Computershare at the relevant time. In the case of a rights issue and in the absence of instruction from or payment by you, Computershare will allow your nil paid rights to lapse at the end of the offer period.

7.2 If any other rights or entitlements arise in connection with your Rio Tinto Shares, Computershare will take all reasonable steps so that, as nearly as possible, you are treated in the same way as you would have been as a registered holder.

7.3 Where the Computershare Nominee holds Rio Tinto Shares for a number of investors and Rio Tinto Shares or other rights are allocated to the Computershare Nominee in respect of those Rio Tinto Shares it will allocate them between all such investors pro rata to the number of Rio Tinto Shares it holds for them. Any fractions of Rio Tinto Shares which arise as a result of the Computershare Nominee holding Rio Tinto Shares for a number of investors (for example through a bonus issue) will be aggregated and sold and the proceeds retained by Computershare for its own benefit.

7.4 If Rio Tinto plc offers the option of a scrip dividend or a dividend reinvestment plan and Computershare does not receive any instructions from you by the specified time, Computershare will arrange for Rio Tinto plc to pay you a cash dividend.

7.5 If you elect to receive a scrip dividend or to participate in a dividend reinvestment plan offered by Rio Tinto plc, the Rio Tinto Shares will be issued to the Computershare Nominee to hold on your behalf in accordance with these terms and conditions. If you elect to receive a scrip dividend or to participate in a dividend reinvestment plan offered by Rio Tinto plc and a cash balance is also paid, the balance will be retained in a non-interest bearing account with Computershare and carried forward and included in the calculation for your next scrip

dividend or dividend reinvestment plan allocation. If you cancel your mandate, cease to be a holder of Rio Tinto Shares or in the event of the death of a sole holder, any cash residue will be paid to you or added to the amounts of your next cash dividend, as appropriate.

7.6 Computershare will distribute to you the amount of any cash dividend attributable to your Rio Tinto Shares by cheque, or (where possible) via direct deposit into your nominated bank or building society account should Rio Tinto plc offer this option at or about the same time as dividend cheques to other shareholders of Rio Tinto plc are distributed and direct deposit made. Your money, including cash sums in respect of which cheques have been drawn in your favour, will be held in a non-interest bearing account in the name of Computershare Investor Services PLC. No trust is created in respect of monies held in this account. Any cash sums in respect of which cheques are drawn in your favour or which direct deposits made in accordance with your instructions and which are unclaimed after 12 years will be forfeited by you and will revert to Rio Tinto plc.

## **8 Statements**

8.1 Computershare will provide you with a statement of the number of Rio Tinto Shares held for you under the Nominee Account at the time when an account is first opened for you. Computershare will also send you a statement twice a year of the number of Rio Tinto Shares being held for you under the Nominee Account. When you sell or purchase more Rio Tinto Shares, you will also receive an advice note which will confirm the number of Rio Tinto Shares you hold. These statements are provided free but you will be charged a fee of £11.55 plus VAT if you request a duplicate or additional statement.

8.2 You are required to check any statement which you receive from Computershare and if you have any query or concern in relation to the matters disclosed by the statement you should contact Computershare as soon as possible following receipt of the statement by you.

8.3 Computershare reserves the right to correct any erroneous debit or credit to the records maintained in respect of the Nominee Account relating to your Rio Tinto Shares and will notify you (where relevant) of any correction which it makes.

## **9 CREST**

9.1 The Computershare Nominee is a member of the CREST system. If you give instructions to Computershare which mean that a message must be sent through the CREST system (for example where you instruct Computershare to transfer your Rio Tinto Shares from the Computershare Nominee) then Computershare will pass that instruction to the Sponsor who is responsible for receiving and transmitting the instructions through the CREST system. Computershare will take reasonable care to ensure that the Sponsor acts on instructions given to it by Computershare. Neither Computershare nor the Computershare Nominee accepts any responsibility for the operation of the CREST system and accordingly cannot be responsible to you for any delays or liabilities suffered by you as a result of the operation, failure or suspension of the CREST system, the insolvency or other default of Euroclear UK or of any participant in the CREST system or any other clearing system used as an alternative or successor to CREST or the failure by any CREST settlement bank to make, receive, credit or debit any payment. Euroclear UK has certain powers to suspend and terminate the Sponsor and, if such powers are exercised, then there may be a delay in giving effect to any instructions given by you. Neither Computershare nor the Computershare Nominee accepts any responsibility for any delays, liabilities or costs which you suffer as a result of the suspension or termination of the Sponsor by Euroclear UK as a CREST Sponsor except where such suspension or termination has been caused by negligence, wilful default or fraud on the part of Computershare or the Computershare Nominee.

9.2 If you instruct Computershare to transfer any of your Rio Tinto Shares you will indemnify Computershare and the Computershare Nominee against any liabilities or costs which they may incur if, for any reason connected with you, the transfer cannot be completed. You undertake to notify Computershare if you have any reason to believe that any person may be seeking to try to prevent you from transferring your Rio Tinto Shares.

## **10 Purchases and sales of Rio Tinto Shares**

10.1 If you wish to buy more Rio Tinto Shares to be held in the Nominee Account, you can only do so by using the Share Dealing Facility (subject to its terms and conditions) or by acquiring the Rio Tinto Shares in your own name and then transferring them to the Computershare Nominee. All Rio Tinto Shares purchased by you through the Share Dealing Facility will be registered in the name of the Computershare Nominee and credited to the Nominee Account in your name.

10.2 If you instruct Computershare to sell some of your Rio Tinto Shares, you may only sell those Rio Tinto Shares through the Share Dealing Facility (on its terms and conditions). If you wish to use another dealing service to sell your Rio Tinto Shares you will need to transfer your Rio Tinto Shares out of the Nominee Account into your name on the register of shareholders as set out in clause 2.3 of these terms and conditions. You should not deal through another service before you have received your share certificate unless you have made specific arrangements with that service that you may do so.

10.3 You will receive an advice note when you sell or purchase Rio Tinto Shares.

## **11 Liability**

11.1 Computershare will take reasonable care in operating the Nominee Account, and will be responsible to you for any losses or expenses (including loss of Rio Tinto Shares) suffered or incurred by you as a direct result of Computershare's negligence, wilful default or fraud or breach of the agreement formed by these terms and conditions (as amended from time to time) or the negligent or fraudulent acts or omissions or wilful default of the Computershare Nominee but not otherwise.

11.2 The Computershare Nominee will maintain your Rio Tinto Shares in accordance with the terms and conditions of the service and the FSA Rules, you remain the beneficial owner. If the Computershare Nominee became insolvent your Rio Tinto Shares would be protected.

11.3 If Computershare cannot provide its services due to circumstances beyond its reasonable control (for example because of a failure of it's or another person's computer systems or telecommunications links or industrial disputes or postal delays) Computershare will, where relevant, take such reasonable steps as it can to bring those circumstances to an end.

11.4 Neither Computershare nor the Computershare Nominee shall be liable for any losses or expenses suffered by you as a result of the circumstances referred to in clause 8.2 above or as a result of a delay or failure in the provision of the Nominee Account or the Share Dealing Facility caused by such circumstances. Neither Computershare nor the Computershare Nominee accepts liability for any indirect or consequential loss suffered by you.

11.5 Neither Computershare nor the Computershare Nominee is responsible for any acts or omissions of Rio Tinto plc.

11.6 Computershare will take reasonable care in its selection and continued use of the Sponsor, if any, but does not accept any responsibility for any losses or expenses suffered or incurred by you as a result of any acts or omissions by the Sponsor (where the Sponsor is not a member of the same group of companies as Computershare).

11.7 Computershare will 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 and other disasters.

11.8 Nothing in these terms and conditions restricts any rights you may have under the rules of the FSA or under the FSMA.

## 12 Termination

12.1 If you no longer wish to hold your Rio Tinto Shares through the Nominee Account you may give Computershare notice to terminate at any time in writing. You will be required to pay any charges for transferring Rio Tinto Shares into your name and any Stamp duty associated with the removal of your Rio Tinto Shares from the Nominee Account but will not be required to make any additional payment in respect of the termination. (No administrative charge will be payable if your participation in the Nominee Account terminates by reason of your entire holding of Rio Tinto Shares being sold through the Share Dealing Facility or being transferred by you by way of gift pursuant to clause 5.2 above or where Computershare has introduced a charge pursuant to clause 14.2 below.) Separate charges will apply, however, for the Share Dealing Facility. You may give notice of termination on the standard form sent to you by Computershare or you may write to Computershare. You need to give the details of the full name and SRN of the account which you wish to terminate. Any instruction to terminate an account in the name of joint holders must be signed by all joint holders.

12.2 Computershare may require you to cease using the Nominee Account at any time by giving 5 days written notice to you or without notice if, in the opinion of Computershare, you are in material breach of these terms and conditions or the Computershare Nominee is unable to comply with any obligation to which it may be subject which relates to your Rio Tinto Shares under Rio Tinto plc's Articles of Association for the time being, having used all reasonable endeavours so to comply. In such event, Computershare will transfer your Rio Tinto Shares from the Computershare Nominee into your name on Rio Tinto plc's register of shareholders and a Share certificate will be issued in your name. For the avoidance of doubt, in such circumstances Computershare will not charge a fee if such a notice is served. Computershare will post the certificate for your Rio Tinto Shares, at your risk, with a view to it arriving with you by the expiry of the notice period.

12.3 If the agreement between Computershare and Rio Tinto plc for the provision by Computershare of the Nominee Account terminates or if you or Computershare give notice of termination to the other under these terms and conditions or termination for any other reason Computershare will procure the transfer of your Rio Tinto Shares to you at your risk and will request Rio Tinto plc to issue you with a certificate as soon as practicable.

12.4 Termination will not cancel or amend any instructions which have already been sent by you to Computershare. If the Computershare Nominee ceases to hold Rio Tinto Shares for you, you will need to enter into a new agreement if at a later date you acquire more Rio Tinto Shares which you wish to transfer to the Computershare Nominee. Termination shall not affect any rights or obligations arising prior to or continuing during or after the date of termination or which arise in consequence of it or which relate to Computershare's provision of the Nominee Account to you and all such rights and obligations shall continue to be subject to the terms and conditions prevailing at the time of termination.

12.5 Whenever Rio Tinto Shares are transferred into your name any mandates or other instructions given by you relating to your Rio Tinto Shares will be applied, so far as relevant, to your registered holding.

## 13 Notices, change of investor details

13.1 All notices and other communications sent by you to Computershare must be sent to Computershare Investor Services PLC, The Pavilions, Bridgwater Road, Bristol BS99 6ZY, United Kingdom and include the full name and SRN of your account with the Computershare Nominee. This information will be provided to you on the statements of holdings sent to you by Computershare.

13.2 Notices and other communications sent to you by Computershare will be sent to your address shown on the register maintained by Computershare for the Computershare Nominee. Notices sent by Computershare will be treated as received by you 2 business days after the date on which they are posted. Any documents or cheques sent to you by Computershare and any documents or cheques sent by you to Computershare will be sent at your risk and neither Computershare nor the Computershare Nominee accepts any liability prior to receipt of any document or cheque from you or, where relevant, after dispatch of any document or cheque to you.

13.3 You should notify Computershare of changes of address and changes of name (supported by appropriate documents, e.g. deed poll, certified copies of marriage certificate) as soon as possible. On death, your executors should contact Computershare for advice on the procedures to be followed.

13.4 Computershare's obligations and your obligations under these terms and conditions shall be binding on Computershare and your successors, executors, administrators and other legal representatives.

13.5 Where a person who is authorised to act on your behalf in relation to your Rio Tinto Shares and who has given such proof of his authority to so act as Computershare may reasonably require gives any notice or takes any other action on your behalf, Computershare shall be entitled to rely on such notice or other action in all respects as if given by you in person.

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

## 14 General

14.1 Computershare may with the consent of Rio Tinto plc amend these terms and conditions from time to time. All such amendments will be notified to you. You will be given at least 30 days notice of any amendment which could affect your rights against Computershare or liability to Computershare.

14.2 The only charges for the Nominee Account are the charges for transferring Rio Tinto Shares into your name and charges for the supply of duplicate statements and duplicate tax vouchers. Computershare will give you at least one month's notice of any other proposed charge for the Nominee Account. Up to date copies of the terms and conditions and current charges can be obtained by telephoning Computershare on 0870 702 0135.

14.3 You can obtain additional forms by writing to the Nominee Account, The Pavilions, Bridgwater Road, Bristol BS99 6ZY, United Kingdom or by telephoning 0800 435021 (UK residents only) or +44 870 703 6364.

14.4 All fees, commissions and other charges payable to Computershare by you are exclusive of UK Value Added Tax ("VAT"). Where relevant, you must also pay any UK VAT due on such sums.

14.5 Computershare reserves the right to notify the London Stock Exchange of any client defaulting on settlement. This may affect your ability to deal in future with London Stock Exchange member firms.

14.6 These terms and conditions shall be subject to English law and you submit to the non-exclusive jurisdiction of the English courts.

14.7 Computershare reserves the right, subject to giving two business days' prior written notice to you, to sell any of your Rio Tinto Shares or connected rights and to keep the proceeds of sale to the extent that they cover any amount which you may at any time owe Computershare in respect of transactions or services governed by these terms and conditions. You authorise Computershare to execute any relevant stock transfer form or other relevant document or give any instruction necessary to give effect to any such sale. By appointing Computershare to provide services under these terms and conditions, you acknowledge and declare that your Rio Tinto Shares and your rights and interests in or in relation to your Rio Tinto Shares shall stand charged to Computershare as security accordingly. You agree to indemnify Computershare against any losses and expenses it incurs as a result of your failure to put Computershare in funds in relation to a matter instructed by you or otherwise as a result of a breach by you of these terms and conditions and against any taxes suffered by Computershare attributable to your use of the Nominee Account. Computershare reserves the right to charge interest at an annual rate equal to 2 per cent above the base rate from time to time of Rio Tinto plc on any amount due to it from you. If you owe Computershare money it reserves the right not to act on instructions from you and to retain any documents it holds for you until you have paid Computershare in full.

14.8 Where Computershare owes you money and you owe money to Computershare under the Nominee Account, Computershare may set off the amounts due from and to Computershare and send you only the net amount (if any). Fractions of a penny arising in respect of money due to you are rounded down and retained by Computershare for its own benefit.

14.9 No conduct or delay on the part of Computershare shall be taken as a waiver or variation of any rights which Computershare has unless Computershare waives or varies a particular right in writing. No waiver or variation on a particular occasion will operate as a waiver or variation of any rights Computershare might have in respect of any other matter.

14.10 You authorise Computershare to provide information concerning you, your Rio Tinto Shares and any instructions given by you in relation to your Rio Tinto Shares:

14.10.1 to Euroclear UK (the operator of the CREST system) insofar as the information is of a kind which Euroclear UK is entitled to require Computershare or the Computershare Nominee to provide and Computershare and the Computershare Nominee will be required to authorise Euroclear UK to disclose such information to regulatory, governmental or taxing authorities;

14.10.2 to any person pursuant to any statutory provision or to the extent that such person has legal or regulatory powers over Computershare or the Computershare Nominee and can, as a result, require Computershare or the Computershare Nominee to provide such information; and

14.10.3 to Rio Tinto plc (or any other person carrying out functions in relation to the Nominee Account) in order to facilitate the provision of the Nominee Account.

14.11 You agree that Rio Tinto plc, Computershare and the Sponsor may disclose to each other or to any other person carrying out functions in relation to the Nominee Account information relating to you provided it is required for the purposes of the provision or improvement of the Nominee Account.

14.12 We and our agents 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 PLC, The Pavilions, Bridgewater Road, Bristol BS99 6ZY.

14.13 Computershare reserves the right to delay taking any action on any particular instructions from you if it considers that it needs to do so to obtain further information from you or to comply with any legal or regulatory requirement binding on Computershare (including the obtaining of evidence of identity to comply with the UK Money Laundering Regulations 2003) or to investigate any concerns it may have about the validity of, or any other matter relating to the instruction.

14.14 Computershare does not recognise, in maintaining records for the Computershare Nominee, any trust and neither Computershare or the Computershare Nominee will take notice of any trust whether express, implied or constructive.

14.15 Neither Computershare nor the Computershare Nominee will lend your Rio Tinto Shares to any third party or borrow money using them as security.

14.16 If:

14.16.1 Computershare has sent documents to your address on two separate occasions and they have been returned and, after making reasonable enquiries, Computershare cannot find your current address, it will not send any more documentation to you until you provide Computershare with your address; or

14.16.2 Two dividend payments in respect of your Rio Tinto Shares have been returned on consecutive occasions to Computershare or otherwise not cashed and, after making reasonable enquiries, Computershare cannot find your current address, it will cease to send you dividend payments. However, (subject to clause 7.4) the dividends in respect of your Rio Tinto Shares will accrue in a non-interest bearing account in the name of Computershare.

14.16.3 (i) on or after a twelve year period during which at least three dividend payments in respect of your Rio Tinto Shares have been made and returned to Computershare or otherwise not cashed,

(ii) Computershare announces it intends to sell your Rio Tinto Shares by placing an advertisement in a leading national newspaper in the UK and at least one newspaper appearing in the area of your address shown on the register maintained by Computershare for the Computershare Nominee,

(iii) during this 12 year period and for three months after the last of the advertisements appears, Computershare has not heard from you or any person who is automatically entitled to your Rio Tinto Shares by law, and (iv) Computershare has told the London Stock Exchange that it intends to sell your Rio Tinto Shares, Computershare may sell your Rio Tinto Shares at the best price it can reasonably obtain and pay the proceeds to Rio Tinto plc.

14.17 When Computershare (or its agents or delegates) arranges for the purchase or sale of Rio Tinto Shares for you it or they could be:-  
14.17.1 acting for an associated company which is dealing as principal for its own account by selling Rio Tinto Shares to you or buying Rio Tinto Shares from you; or

14.17.2 buying Rio Tinto Shares where an associated company is involved in a new issue, rights issue, takeover or similar transaction concerning the Rio Tinto Shares; or

14.17.3 otherwise in a position where it has a material interest in the transaction.

14.18 Computershare may employ agents and delegates on such terms as it thinks fit to carry out any part of its obligations or discretions in connection with the Nominee Account and save as expressly provided in these terms and conditions, Computershare shall be liable for the acts and omissions of such agents and delegates on the same basis as if they were the acts or omissions of Computershare. Details of such delegation, in so far as it is in respect of regulated investment activities, and of the charges levied by such delegates against Computershare are available on request by writing to Computershare Investor Services PLC, The Pavilions, Bridgewater Road, Bristol BS99 6ZY, United Kingdom.

14.19 Your Rio Tinto Shares will not be identifiable by separate certificates or other physical documents of title. Should Computershare default in any way, any shortfall in Rio Tinto Shares registered in the name of the Computershare Nominee may be shared pro rata between you and other persons on whose behalf the Computershare Nominee holds Rio Tinto Shares.

14.20 This service is a Company sponsored scheme which means that we charge Rio Tinto plc a fee representative to the costs of operating it. This arrangement means that Plan participants are not charged an annual fee. In accordance with our regulatory obligations, if you would like more detail on this arrangement please write to us at the address below.

14.21 Computershare may at any time transfer all or any of its rights and obligations under this agreement to any person (the "Transferee") who is in the reasonable opinion of Computershare able to perform the obligations of Computershare under these terms and conditions. The transfer will be given effect by Computershare and the Transferee sending a transfer notice to you specifying the date (the "Transfer Date") on and from which the Transferee will assume Computershare's rights and obligations under these terms and conditions. Any changes to the terms and conditions which will be necessary because of the transfer, for example changes of address and banking details, will be set out in the transfer notice. At least 30 days notice of the transfer will be given. If you choose to leave the Nominee

Account within the 30 day period then no charge will be payable by you. The transfer will not affect any rights you may have against Computershare which relate to the period before the Transfer Date. With effect from the Transfer Date:-

14.21.1 the agreement formed by these terms and conditions (as amended from time to time) shall be treated for all purposes as having been transferred to and as if entered into between you and the Transferee in place of Computershare;

14.21.2 Computershare shall be released and discharged from all of its obligations and liabilities under these terms and conditions;

14.21.3 references to Computershare shall be read as references to the Transferee;

14.21.4 the Computershare Nominee will be such company as is notified to you in the transfer notice, which company shall be a member of the CREST system and its business shall consist solely of acting as nominee.

14.22 For the purposes of offering this service, you will be categorised as a retail client.

14.23 In the provision of this service we are not required to assess the suitability of the investment or the service provided. You will not benefit from the protection of the rules on assessing suitability.

14.24 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 Service.

14.25 We may choose to withdraw this Service due to developments in legislation without giving you any notice that the Service is no longer available.

14.26 The parties to this agreement are you and us (the 'parties'). The parties do not intend that any of its terms will be enforceable by virtue of the contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

## **15 Joint holders**

15.1 The Computershare Nominee will not hold Rio Tinto Shares for more than four joint holders. Where the Rio Tinto Shares held by the Computershare Nominee for you are held for more than one person, references to "you" in these terms and conditions are to each of the joint holders separately as well as jointly and severally. Each such person agrees that:

15.1.1 all obligations, undertakings and agreements on the part of Computershare and the Computershare Nominee are given to the joint holders taken together and not separately to each of them; and

15.1.2 all obligations, undertakings, agreements and liabilities arising under or pursuant to these terms and conditions shall constitute joint and several obligations of each joint holder to Computershare (and, where relevant, the Computershare Nominee).

15.2 Computershare will only accept transfer instructions given by or on behalf of all of the joint holders. Computershare reserves the right to accept other instructions signed by one or more joint holders. In such a case the person(s) giving the instructions warrant(s) to Computershare that he or they have the necessary authority to give such instructions on behalf of all joint holders.

15.3 All notices, other documents and payments sent by Computershare pursuant to these terms and conditions will be sent to the first named holder on the nominee register and in any case will be treated as sent to all of the other joint holders. It is the responsibility of the holder who receives the notices, documents and payments to notify and account to the other joint holders. Only the first named holder may be nominated as proxy to attend, speak and vote at general meetings of Rio Tinto plc.

## **16 Complaints**

16.1 We have a procedure to help us resolve all complaints from our customers effectively. 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, The Pavilions, Bridgewater Road, Bristol BS99 6ZY. 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.

16.2 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.

## **17 Client Money**

All monies which are held for you will be held in a designated client money bank account which we maintain at The Royal Bank of Scotland plc which is an approved bank. This means your money is segregated and protected in accordance with the requirements of the FSA Rules. If we or The Royal Bank of Scotland plc became insolvent your money would remain protected. We will not pay any interest on such money.

## **18 Data Protection Act**

18.1 You authorise us to provide information concerning you, your Rio Tinto Shares and any instructions given by you in relation to your Rio Tinto Shares to carefully selected third parties in order to facilitate provision of the Nominee Account. 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 or the Nominee;

- to Rio Tinto plc (or any other person carrying out functions in relation to the Nominee Account, including Euroclear UK) in order to facilitate the provision of the Nominee Account; and

- to any person carrying out functions in relation to acting as the registrar of Rio Tinto plc.

18.2 You have the right upon request to view what information we hold on you. We may charge you a small fee for providing you access to this information.

18.3 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.

18.4 Rio Tinto plc will have access at all times to the records we hold about you in order to inform you of your rights as a person on whose behalf Rio Tinto Shares are held by Nominee, including corporate and other details, and products or services specifically designed for shareholders.

Issued by Computershare Investor Services PLC.

Registered in England Number 3498808. Registered Office: The Pavilions, Bridgewater Road, Bristol, BS13 8AE.

Authorised and regulated by the Financial Services Authority, 25 The North Colonnade, Canary Wharf, London E14 5HS. The main business of Computershare Investor Services PLC is the provision of share registry and shareholder services.