

# Corporate Sponsored Nominee CREST CDI Terms and Conditions

Where these terms and conditions for the CSN have been received in a country where the provision of this CSN would be contrary to local laws or regulations, these terms and conditions should be treated as being for information purposes only. If you are in any doubt regarding your local laws or regulations, please contact Computershare via the details listed in section 10 or seek professional advice.

Please read these terms and conditions carefully. They explain the relationship between you and Computershare with respect to the CREST Depository Interest ("CDIs"). On CDIs being issued by CREST or CDIs being transferred to the CSN, these terms and conditions will constitute a legally binding agreement between you and Computershare. If there is anything in them which you do not understand, please contact Computershare or seek professional advice. Our contact details are listed in clause 10. Computershare does not provide any taxation or legal advice. If you do need advice on holding your CDIs in the CSN 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 CDIs. The decision to buy or sell CDIs will be solely your responsibility. The price of securities (both CDIs and the underlying shares) may go down as well as up and, as such, are a risk investment which may result in you not receiving back the full amount invested.

We may change these terms and conditions 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 contacting Computershare via the details listed in clause 10. If we do not or cannot enforce a term or condition, this will not affect our right to enforce the rest of the terms and conditions.

## 1. Definitions

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

**"Business Day"** means any day (excluding a Saturday, Sunday or Public Holiday) on which banks in London are generally open for non-automated business;

**"Company"** means Colfax Corporation a corporation incorporated in Delaware whose registered office is 8170 Maple Lawn Boulevard, Suite 180 Fulton, Maryland USA;

**"Computershare/us/we"** means Computershare Investor Services PLC;

**"Computershare Nominee"** means such wholly-owned subsidiary of Computershare as Computershare may nominate from time to time to provide the CSN, 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 (Company number SC167175);

**"CREST"** means Euroclear and Ireland Limited the issuer of the CDIs;

**"CREST System"** is the computer-based system operated by CREST for the transfer of uncertificated securities;

**"CSN"** is the service provided by Computershare on behalf of Colfax Corporation whereby the Computershare Nominee holds CDIs as nominee in accordance with these terms and conditions;

**"CREST Depository Interest" or "CDI"** is an instrument representing Colfax Corporation securities that enables Colfax Corporation securities to be held and settled electronically within CREST. References to "your CDIs" are to CDIs originally issued to the Computershare Nominee on your behalf and to any other CDIs which are transferred or issued to the Computershare Nominee for your account;

**"Deed"** is the deed poll made on 25 June 2001 by CREST Depository Limited, a copy of which is set out in the CREST International Manual and which can be viewed here <https://www.euroclear.com>;

**"FSMA"** is the UK Financial Services and Markets Act 2000;

**"FSA"** is the Financial Services Authority;

**"FSA Rules"** means the rules of the FSA;

Issued by Computershare Investor Services PLC. Authorised and regulated by the Financial Services Authority (FSA), 25 The North Colonnade, Canary Wharf, London E14 5HS, United Kingdom, and is on the FSA Register with registration number 188534. Registered in England & Wales No. 3498808. Registered office: The Pavilions, Bridgwater Road, Bristol, BS13 8AE, United Kingdom. The main business of Computershare Investor Services PLC is the provision of share registry and shareholder services.

**"FSCS"** is the UK Financial Services Compensation Scheme;

**"Nominee CDI Facility"** means the facility provided by Computershare for the purchase and sale of CDIs;

**"Retail Client"** means someone who is not a financial services professional. Retail Clients are offered the full protection of the FSA Rules;

**"Sponsor"** means the CREST user nominated by the Computershare Nominee who is therefore able to send and receive CREST messages on behalf of the Computershare Nominee;

**"SRN"** means Security Holder Reference Number; and

**"Stamp Duty"** means stamp duty or stamp duty reserve tax, as applicable.

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

References to any statute or statutory provisions shall, unless the context otherwise requires, be construed as references 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.

Any provision that says we will do something means that we will procure that the Computershare Nominee will do so, unless the context means otherwise.

## **2. Nominee arrangements and transfer of CDIs**

The Computershare Nominee will hold your CDIs in uncertificated form on your behalf as bare trustee and as your nominee subject to any applicable provisions of the Colfax Corporation Articles of Incorporation and the Deed or any other document which governs the terms on which the CDIs are issued. Colfax Corporation may from time to time procure the issue of CDIs to the Computershare Nominee and direct that such CDIs be held for you under the CSN and you authorise the Computershare Nominee to accept such CDIs on this basis. Neither the Computershare Nominee nor Computershare will have or claim any interest in your CDIs except as provided in clauses 11 and 14. You warrant to Computershare and the Computershare Nominee that your CDIs 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 CDIs to a third party, or in any other way seek to give another person rights in or over your CDIs.

Computershare will maintain the register of persons for whom the Computershare Nominee holds CDIs. You agree to provide Computershare promptly with any information which Colfax Corporation would be entitled to require from you if you were the registered holder of your CDIs or the underlying shares in Colfax Corporation including information required to satisfy nationality declaration requirements or relating to ownership of the CDIs. You can also instruct Computershare to arrange for the Computershare Nominee to hold your CDIs 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 this clause 2 and clause 7 below) other than by way of sale through the Nominee CDI Facility will be permitted.

If you wish to transfer your CDIs (or any of them) otherwise than by way of gift, without selling them through the Nominee CDI Facility, you must first transfer the relevant CDIs out of the CSN. CDIs transferred out of the CSN (and not immediately cancelled) can only be transferred into a CREST participant account specified by you.

If you wish to transfer the Colfax Corporation securities underlying your CDIs (or any of them), you must first transfer the CDIs representing such shares out of the CSN.

Computershare will arrange such transfers out of the CSN of CDIs if you complete the relevant form and send this to Computershare. Additional copies of the relevant form can be obtained from Computershare. A flat fee, currently £25, will be charged for transferring CDIs out of the CSN. If all of your CDIs are transferred out of the CSN, you leave the CSN.

Computershare will not accept transfers into the CSN (except for existing participants in the CSN under the Nominee CDI Facility) unless there is no change of beneficial owner and any Stamp Duty has been paid.

Issued by Computershare Investor Services PLC. Authorised and regulated by the Financial Services Authority (FSA), 25 The North Colonnade, Canary Wharf, London E14 5HS, United Kingdom, and is on the FSA Register with registration number 188534. Registered in England & Wales No. 3498808. Registered office: The Pavilions, Bridgwater Road, Bristol, BS13 8AE, United Kingdom. The main business of Computershare Investor Services PLC is the provision of share registry and shareholder services.

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.

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.

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

Nothing in these terms and conditions is intended to vary any of the Nominee's rights or duties in relation to the Company as set out in the Memorandum and Articles of Association of the Company (as amended from time to time) and these terms and conditions must be interpreted to give that effect.

### **3. Company meetings and communications**

Computershare will give you the option of choosing whether or not you would like to receive information about annual meetings of shareholders of Colfax Corporation 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 (the Computershare Nominee will not be able to vote on your behalf on 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 representative or proxy of the Computershare Nominee in respect of your CDIs (so long as this is permitted by Colfax Corporation's Articles of Incorporation or applicable law). 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 representative or proxy in respect of you.

Computershare will give you the option of choosing whether or not you would like to receive (i) a copy of the annual report of Colfax Corporation; and/or (ii) copies of any interim reports sent by Colfax Corporation to its shareholders. Regardless of whether you elect to receive the documents referred to in this clause 3 and in clause 5 below, you will continue to be sent all other documents which are issued by Colfax Corporation and sent to shareholders generally, at or around the same time as registered shareholders. You may change your mind at any time about whether or not you wish to receive the information referred to in this clause 3 and in clause 5 below. Please notify us if you do.

### **4. Entitlements attaching to CDIs and corporate actions**

Computershare will pass any relevant instructions onto CREST in accordance with reasonable written instructions given by you concerning the exercise of any rights attached to or arising from your CDIs (e.g. if there is a rights issue or a takeover concerning Colfax Corporation), 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 any 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 not pass any instruction onto CREST and therefore your nil paid rights will lapse at the end of the offer period.

If any other rights or entitlements arise in connection with your CDIs, subject to receipt of relevant information by Computershare from CREST, 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.

Where the Computershare Nominee holds CDIs for a number of investors and CDIs or other rights are allocated to the Computershare Nominee in

Issued by Computershare Investor Services PLC. Authorised and regulated by the Financial Services Authority (FSA), 25 The North Colonnade, Canary Wharf, London E14 5HS, United Kingdom, and is on the FSA Register with registration number 188534. Registered in England & Wales No. 3498808. Registered office: The Pavilions, Bridgwater Road, Bristol, BS13 8AE, United Kingdom. The main business of Computershare Investor Services PLC is the provision of share registry and shareholder services.

respect of those CDIs it will allocate them between all such investors pro rata to the number of CDIs it holds for them. Any fractions of CDIs which arise as a result of the Computershare Nominee holding CDIs 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.

If Colfax Corporation 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 Colfax Corporation to pay you a cash dividend.

If you elect to receive a scrip dividend or to participate in a dividend reinvestment plan offered by Colfax Corporation, the CDIs 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 Colfax Corporation and a cash residue arises, 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 CDIs 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. Any residuals for £3.00 or below will be retained by Computershare and will be donated to charity.

Computershare will distribute to you the amount of any cash dividend attributable to your CDIs in pounds sterling by cheque (where possible) or via direct deposit into your nominated bank or building society account should Colfax Corporation offer this option at or about the same time as dividend cheques to other shareholders of Colfax Corporation 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. Computershare will hold your money on your behalf as nominee, however no formal trust arrangement is created in respect of monies held in this account. Any cash sums in respect of which cheques are drawn in your favour or of which

direct deposits are made in accordance with your instructions and which are unclaimed after twelve years will be forfeited by you and will revert to Colfax Corporation

## **5. Statements**

Computershare will provide you with a statement of the number of CDIs held for you under the CSN at the time when an account is first opened for you. Computershare will also send you a statement at least once a year of the number of CDIs being held for you under the CSN. When you sell or purchase more CDIs, you will also receive an advice note which will confirm the number of CDIs you hold. These statements are provided free but you will be charged a fee (currently £15) if you request a duplicate or additional statement.

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.

Computershare reserves the right to correct any erroneous debit or credit to the records maintained in respect of the CSN relating to your CDIs and will notify you (where relevant) of any correction which it makes.

## **6. CREST**

The Computershare Nominee is a member of the CREST System. If you give instructions to Computershare, which means that a message must be sent through the CREST System (for example where you instruct Computershare to transfer your CDIs 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 CREST or of any participant in the CREST System or any

Issued by Computershare Investor Services PLC. Authorised and regulated by the Financial Services Authority (FSA), 25 The North Colonnade, Canary Wharf, London E14 5HS, United Kingdom, and is on the FSA Register with registration number 188534. Registered in England & Wales No. 3498808. Registered office: The Pavilions, Bridgwater Road, Bristol, BS13 8AE, United Kingdom. The main business of Computershare Investor Services PLC is the provision of share registry and shareholder services.

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. CREST 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 CREST 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.

If you instruct Computershare to transfer any of your CDIs you will indemnify Computershare and the Computershare Nominee against any liabilities or costs which they may incur if, as a result of an act or omission by 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 CDIs.

#### **7. Purchases and sales of CDIs**

If you wish to buy more CDIs to be held in the CSN, you can only do so by using the Nominee CDI Facility (subject to its terms and conditions which are currently available at the following web address: <https://www-uk.computershare.com/investor/sharedealing.asp>) or by acquiring the CDIs in your own name and then transferring them to the Computershare Nominee. All CDIs purchased by you through the Nominee CDI Facility will be registered in the name of the Computershare Nominee and credited to the CSN in your name.

If you instruct Computershare to sell some of your CDIs, you may only sell those CDIs through the Nominee CDI Facility (on its terms and conditions). If you wish to use another dealing service to sell your CDIs (or the Colfax Corporation securities which they represent) you will need to transfer your CDIs out of the CSN as set out in clause 2 of these terms and conditions. You will receive an advice note when you sell some or all of your CDIs through the Nominee CDI Facility.

#### **8. Liability**

Computershare will exercise due care and skill in operating the CSN, and will be responsible to you for any losses or expenses (including loss of CDIs) suffered or incurred by you as a result of Computershare's (or any of its directors', officers', employees' or agents') 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 (or any of its directors, officers, employees or agents) but not otherwise.

The Computershare Nominee will maintain your CDIs in accordance with the terms and conditions of the service and the FSA Rules, and you will remain as the beneficial owner. If the Computershare Nominee became insolvent your CDIs would be protected in accordance with the prevailing FSCS Rules.

If Computershare cannot provide its services due to circumstances beyond its reasonable control (for example because of a failure of its 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.

Neither Computershare nor the Computershare Nominee shall be liable for any losses or expenses suffered by you as a result of such circumstances or as a result of a delay or failure in the provision of the CSN or Nominee CDI Facility caused by such circumstances. Neither Computershare nor the Computershare Nominee accepts liability for any loss suffered by you which does not occur as a result of the negligent or fraudulent acts or omissions or wilful default of Computershare, the Computershare Nominee or any of their directors, officers, employees or agents.

Neither Computershare nor the Computershare Nominee is responsible for any acts or omissions of CREST as the issuer of the CDIs or Colfax Corporation

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).

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

## 9. Termination

If you no longer wish to hold your CDIs through the CSN you may give Computershare notice to terminate at any time in writing. You will be required to pay a charge in connection with the transfer as set out in clause 2 above.<sup>12</sup> Any stamp duty associated with the removal of your CDIs from the CSN and/or the transfer Colfax Corporation securities represented by your CDIs will be payable by you. No administrative charge will be payable if your participation in the CSN terminates by reason of your entire holding of CDIs being sold through the Nominee CDI Facility or being transferred by you by way of gift pursuant to clause 2 above or if Computershare gives you notice to cease using the CSN under this clause 9. Separate charges will apply, however, for the Nominee CDI 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.

Computershare may require you to cease using the CSN at any time by giving five Business 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 CDIs under Colfax Corporation Articles of Incorporation or applicable law for the time being, having used all reasonable endeavours so to comply. In such event, Computershare will transfer your CDIs out of the CSN, however your beneficial interest in the underlying securities will not be affected. If you have any queries relating to your CDIs after they have been transferred out of the CSN, please contact the transfer agent. If the agreement between Computershare and Colfax Corporation for the provision by Computershare of the CSN 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 the CDIs to another CREST Nominee or the underlying Colfax Corporation securities (following the cancellation of CDIs) to a DTC participant at your own risk.

Termination will not cancel or amend any instructions which have already been sent by you to Computershare. Termination shall not affect any rights or obligations continuing during or after the date of 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 CSN to you and all such rights and obligations shall continue to be subject to the terms and conditions prevailing at the time of termination.

## 10. Notices, change of investor details

All notices and other communications sent by you to Computershare must be sent to Computershare, Investor Services PLC, PO Box 1913, The Pavilions, Bridgwater Road, Bristol BS99 2PR, United Kingdom, and include the full name and SRN of your account with the Computershare Nominee, or you may contact Computershare on 0844 472 6005. This information will be provided to you on the statements of holdings sent to you by Computershare.

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 two Business Days after the date on which they are posted or three days after the date on which they are posted for addresses outside of the United Kingdom, Republic of Ireland, Isle of Man and the Channel Islands. 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.

You should notify Computershare of changes of address and changes of name (supported by

Issued by Computershare Investor Services PLC. Authorised and regulated by the Financial Services Authority (FSA), 25 The North Colonnade, Canary Wharf, London E14 5HS, United Kingdom, and is on the FSA Register with registration number 188534. Registered in England & Wales No. 3498808. Registered office: The Pavilions, Bridgwater Road, Bristol, BS13 8AE, United Kingdom. The main business of Computershare Investor Services PLC is the provision of share registry and shareholder services.

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.

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.

Where a person who is authorised to act on your behalf in relation to your CDIs 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.

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.

## 11. General

Computershare may with the consent of Colfax Corporation amend these terms and conditions from time to time. For example, we may amend these terms and conditions to comply with changes to applicable laws and regulations, to correct errors, inaccuracies or ambiguities and/or to reflect changes to this service. All such amendments will be notified to you if they are material. You will be given at least 30 days notice of any amendment which could materially affect your rights against Computershare or liability to Computershare.

The only charges for the CSN are the charges for (except as described in clause 9 above) transfers of CDIs out of the CSN and charges for the supply of duplicate statements, duplicate tax vouchers and issuing duplicate dividend payments. Computershare will give you at least one month's notice of any other proposed charge for the CSN or of an increase to any of the charges described in these terms and conditions. This service is a Company sponsored scheme which means that we charge Colfax Corporation a fee representative to the costs of operating it. This arrangement means that 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. Up to date copies of the terms and conditions and current charges can be obtained by telephoning Computershare on 0844 472 6005.

You can obtain additional forms by writing to the Colfax Corporation Nominee CSN, Computershare, Investor Services PLC, PO Box 1913, The Pavilions, Bridgwater Road, Bristol BS99 2PR, United Kingdom. All fees, commissions and other charges payable to Computershare by you are exclusive of VAT. Where relevant, you must also pay any VAT due on such sums.

Computershare reserves the right, subject to giving five Business Days' prior written notice to you, to sell any of your CDIs 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 CDIs and your rights and interests in or in relation to your CDIs 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 CSN. Computershare reserves the right to charge interest at an annual rate equal to 2 per cent above the Bank of England base rate from time to time 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.

Where Computershare owes you money and you owe money to Computershare under the CSN, 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

Issued by Computershare Investor Services PLC. Authorised and regulated by the Financial Services Authority (FSA), 25 The North Colonnade, Canary Wharf, London E14 5HS, United Kingdom, and is on the FSA Register with registration number 188534. Registered in England & Wales No. 3498808. Registered office: The Pavilions, Bridgwater Road, Bristol, BS13 8AE, United Kingdom. The main business of Computershare Investor Services PLC is the provision of share registry and shareholder services.

and retained by Computershare for its own benefit.

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.

You authorise Computershare to provide information concerning you, your CDIs and any instructions given by you in relation to your CDIs:

- to CREST insofar as the information is of a kind which CREST is entitled to require Computershare or the Computershare Nominee to provide and Computershare and the Computershare Nominee will be required to authorise CREST to disclose such information to regulatory, governmental or taxing authorities;
- 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
- to Colfax Corporation (or any other person carrying out functions in relation to the Colfax Corporation CSN) in order to facilitate the provision of the Colfax Corporation CSN.

You agree that Colfax Corporation, Computershare and the Sponsor may disclose to each other or to any other person carrying out functions in relation to the CSN, information relating to you provided it is required for the purposes of the provision or improvement of the CSN.

We and our agents (including any broker) may effect transactions notwithstanding that they have a direct or indirect material interest or a relationship of any description with another party which may involve a conflict with its duty to persons using this service. 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 our interests and those of 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. Full details are available upon a written request to Computershare Investor Services PLC, Computershare Dealing Team, Bristol, BS99 6AL, United Kingdom.

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 Money Laundering Regulations) or to investigate any concerns it may have about the validity of, or any other matter relating to the instruction.

Computershare does not recognise, in maintaining records for the Computershare Nominee, any trust and neither Computershare nor the Computershare Nominee will take notice of any trust whether express, implied or constructive.

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

If Computershare has sent documents to your address on three 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.

If two dividend payments in respect of your CDIs 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 14) the dividends in respect of your CDIs will accrue in a non-interest bearing account in the name of Computershare.

If:

- (i) on or after a 12 year period during which at least three dividend payments in respect of your CDIs have been made and returned to Computershare or otherwise not cashed; and
- (ii) Computershare announces it intends to sell your CDIs 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

Issued by Computershare Investor Services PLC. Authorised and regulated by the Financial Services Authority (FSA), 25 The North Colonnade, Canary Wharf, London E14 5HS, United Kingdom, and is on the FSA Register with registration number 188534. Registered in England & Wales No. 3498808. Registered office: The Pavilions, Bridgwater Road, Bristol, BS13 8AE, United Kingdom. The main business of Computershare Investor Services PLC is the provision of share registry and shareholder services.



Computershare for the Computershare Nominee; and

(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 CDIs by law, then Computershare can sell your CDIs at the best price that we can reasonably obtain.

The net proceeds of the sale of your CDIs will be paid to the Company and, upon receipt of such proceeds, the Company will become indebted to you, or any person who was automatically entitled to your CDIs or the Colfax Corporation securities which they represent by law, for the amount of such net proceeds subject to the constitution of the Company. The money received from the sale of CDIs will not be held on trust and no interest will be payable.

When Computershare (or its agents or delegates) arranges for the purchase or sale of CDIs for you it or they could be:

- (i) acting for an associated company which is dealing as principal for its own account by selling CDIs to you or buying CDIs from you; or
- (ii) buying CDIs where an associated company is involved in a new issue, rights issue, takeover or similar transaction concerning the CDIs; or
- (iii) otherwise in a position where it has a material interest in the transaction.

Computershare may employ agents on such terms as it thinks fit to carry out any part of its obligations or discretions in connection with the CSN 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, PO Box 1913, The Pavilions, Bridgwater Road, Bristol BS99 2PR, United Kingdom.

Your CDIs will not be identifiable by separate certificates or other physical documents of title. Should Computershare default in any way, any shortfall in CDIs 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 CDIs.

Computershare may at any time transfer all or any of its rights and obligations under this agreement to any CREST nominee (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 CSN 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:

- 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 the Transferee and as if entered into between you and the Transferee in place of Computershare;
- Computershare shall be released and discharged from all of its obligations and liabilities under these terms and conditions;
- references to Computershare shall be read as references to the Transferee;
- 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.

For the purposes of offering this service, you will be categorised as a Retail Client.

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.

We reserve the right to change these terms and conditions from time to time by written notice to you provided that, if you would be materially prejudiced by such change, we will give you 30 Business Days' written notice.

Issued by Computershare Investor Services PLC. Authorised and regulated by the Financial Services Authority (FSA), 25 The North Colonnade, Canary Wharf, London E14 5HS, United Kingdom, and is on the FSA Register with registration number 188534. Registered in England & Wales No. 3498808. Registered office: The Pavilions, Bridgwater Road, Bristol, BS13 8AE, United Kingdom. The main business of Computershare Investor Services PLC is the provision of share registry and shareholder services.

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.

We may choose to withdraw this Service due to developments in legislation by giving notice to you in a reasonable period after Computershare have been made aware that the Service is no longer available.

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.

By agreeing to us holding your Shares for you, you have agreed to be bound by these terms and conditions. We will arrange for the Nominee to hold your Shares for you as bare trustee. It will be the legal owner of the Shares, bound by the Memorandum and Articles of Association of the Company. You remain the beneficial owner of the Shares.

## 12. Joint holders

For each holding the Computershare Nominee will not hold CDIs for more than four joint holders. Where the CDIs 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:

- 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
- 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).

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.

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 Colfax Corporation. The decision to buy or sell CDIs will be solely your responsibility. Prices of securities (such as the CDIs and the Colfax Corporation securities which they represent) may go down as well as up and, as such, are a risk investment which may result in you not receiving back the full amount invested. The price of CDIs (and the Colfax Corporation securities which they represent) may fluctuate while your instruction is in the post and in the period between its receipt by Computershare and its execution.

## 13. Complaints

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, Shareholder Relations, The Pavilions, Bridgwater Road, Bristol, BS13 8AE, United Kingdom. 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. Computershare Investor Services PLC is covered by the FSCS 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. With effect from 1 January 2010 these limits for investment businesses will increase to 100% of the first £50,000 (i.e. a maximum of £50,000 per person). Further details are available on request to Computershare via the details listed in clause 10.

Issued by Computershare Investor Services PLC. Authorised and regulated by the Financial Services Authority (FSA), 25 The North Colonnade, Canary Wharf, London E14 5HS, United Kingdom, and is on the FSA Register with registration number 188534. Registered in England & Wales No. 3498808. Registered office: The Pavilions, Bridgwater Road, Bristol, BS13 8AE, United Kingdom. The main business of Computershare Investor Services PLC is the provision of share registry and shareholder services.

#### **14. Client Money**

All client money we hold on your behalf as a consequence of administering this Service is maintained in a designated client money account at a UK approved bank. This means your money is segregated and protected in accordance with the requirements of the FSA Rules. If we or the bank became insolvent your money would be protected in accordance with the prevailing terms of the FSCS. We will not pay interest on monies held in this account.

Acquisition costs, statutory fees and any other costs associated with executing deals shall be borne by you and where appropriate may be paid by deduction from your credit balance.

#### **15. Data Protection Act**

We will hold information concerning you, your CDIs and any instructions given by you in relation to your CDIs on behalf of Colfax Corporation and its agents (including us) may provide this information to carefully selected third parties in order to facilitate provision of the Colfax Corporation CSN. 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 Computershare Nominee;
- to any person carrying out functions in relation to the Colfax Corporation CSN, including CREST, in order to facilitate the provision of the Colfax Corporation CSN; and
- to any person carrying out functions in relation to acting as the registrar, transfer agent, voting agent or receiving agent of Colfax Corporation.

Colfax Corporation and some of its agents are located in the United States or other jurisdictions which may not have data protection laws as strict as those in the United Kingdom. You have the right upon request to view what information we hold on you. Colfax Corporation may charge you a small fee for providing you access to this information.

Colfax Corporation 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 CDIs are held by Nominee, including corporate and

other details, and products or services specifically designed for shareholders.

Any personal data that we obtain from you in providing this Service will be held by us in accordance with the relevant legislation. We will only hold, use or otherwise process such of your personal data as is necessary to provide you with the Service.

#### **16. Permitted Jurisdictions**

The permitted jurisdictions for the CSN are set out below. If you are resident in another territory you will be excluded from participating in the CSN. If you are unsure of your status please call Computershare on 0844 472 6005. The prevailing jurisdictions for the CSN are: Argentina, Austria, Belgium, Botswana, Brazil, Bulgaria, Chile, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Gibraltar, Greece, Guernsey, Guinea, Hong Kong, Hungary, Iceland, Indonesia, Ireland, Isle of Man, Italy, Jersey, Korea, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Mexico, Namibia, The Netherlands, Norway, Paraguay, Peru, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Taiwan and the United Kingdom.

#### **17. Money Laundering**

We may require evidence of your identity from time to time to comply with money laundering legislation in relation to holding, buying or selling your CDIs. Delay or failure to provide satisfactory evidence may result in us refusing to hold your CDIs for you or in payments to you in connection with your CDIs being withheld or a delay or refusal to act in following instructions. If we believe that you are breaching money laundering legislation, we may refuse to allow you to participate in the CSN and if appropriate may notify the relevant authorities.

#### **18. Cancellation Rights**

You have two separate rights – cancellation rights, which apply only when you first join the Colfax Corporation Nominee Account, and withdrawal rights, which apply at any time thereafter. They are simply two separate mechanisms you can use to leave the Nominee Account.

Issued by Computershare Investor Services PLC. Authorised and regulated by the Financial Services Authority (FSA), 25 The North Colonnade, Canary Wharf, London E14 5HS, United Kingdom, and is on the FSA Register with registration number 188534. Registered in England & Wales No. 3498808. Registered office: The Pavilions, Bridgwater Road, Bristol, BS13 8AE, United Kingdom. The main business of Computershare Investor Services PLC is the provision of share registry and shareholder services.

You can cancel your activation of the Colfax Corporation Nominee Account within fourteen calendar days of the date on which you first activate the account (the “**Cancellation Period**”) and request that all of your Shares (if any held in the Nominee Account) should be transferred into your own name. If you wish to exercise your right to cancel please contact Computershare at The Pavilions, Bridgwater Road, Bristol, BS13 8AE or by telephone on 0870 889 3281. However, you will lose your cancellation right if you make a request during the Cancellation Period for us to process any payment to you or sell any of your Shares for you in accordance with these terms and conditions.

If you want to cancel your use of the Colfax Corporation Nominee Account you should advise us no later than the end of the Cancellation Period. If you exercise your right to cancel during the Cancellation Period in accordance with this paragraph no fees will be payable as outlined. Once the aforementioned transfer has been effected we will then no longer hold the Shares for you, remit any cash arising from dividends in accordance with paragraph 11 above and the terms and conditions of the Colfax Corporation Nominee Account will not apply to those Shares.

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

#### **19. Transferring your CDI's**

If you wish to transfer your CDIs (or any of them) otherwise than by way of gift, without selling them through the Nominee CDI Facility, you must first transfer the relevant CDIs out of the CSN. CDIs transferred out of the CSN (and not immediately cancelled) can only be transferred into a CREST participant account specified by you.

If you wish to transfer the Colfax Shares underlying your CDIs (or any of them), you must first transfer the CDIs representing such shares out of the CSN.

Computershare will arrange such transfers out of the CSN of CDIs if you complete the relevant form and send this to Computershare. Additional copies of the relevant form can be obtained from Computershare. A fee, currently £25, will be

charged for transferring CDIs out of the CSN. If all of your CDIs are transferred out of the CSN, you leave the CSN.

Computershare will not accept transfers into the Computershare Nominee (except for existing participants in the CSN under the Nominee CDI Facility) unless there is no change of beneficial owner and any Stamp Duty has been paid.

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 valid transfer instructions once they have been sent to Computershare.

Issued by Computershare Investor Services PLC. Authorised and regulated by the Financial Services Authority (FSA), 25 The North Colonnade, Canary Wharf, London E14 5HS, United Kingdom, and is on the FSA Register with registration number 188534. Registered in England & Wales No. 3498808. Registered office: The Pavilions, Bridgwater Road, Bristol, BS13 8AE, United Kingdom. The main business of Computershare Investor Services PLC is the provision of share registry and shareholder services.