



application for a Certificated Dealing Account

The Certificated Dealing Service is provided and operated by The Share Centre in accordance with our Terms of Business. Before applying, please ensure you have read our Terms of Business and Tariff. If there's something you don't understand, please give us a call on 01296 41 46 68.

Section 1: Your details

Title	<input type="text"/>	Surname	<input type="text"/>			
Forename(s)	<input type="text"/>			Place of birth:	<input type="text"/>	
Date of birth	<input type="text"/>	Nationality (all)	<input type="text"/>	Country	<input type="text"/>	
National Client Identifier	<input type="text"/>					
Phone	<input type="text"/>	Mobile	<input type="text"/>			
Email	<input type="text"/>					
Permanent residential address	<input type="text"/>				Post code	<input type="text"/>
Time at address	<input type="text"/>	years	<input type="text"/>	months		
Previous address (if less than 3 years at current address)	<input type="text"/>				Post code	<input type="text"/>
Tax Residence	<input type="checkbox"/>	UK	and/or	<input type="text"/>		
Are you a US citizen	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>		
Memorable word	<input type="text"/>	Please choose a word with 8 characters or more (not your name).				

Section 2: Joint application (if applicable)

Title	<input type="text"/>	Surname	<input type="text"/>			
Forename(s)	<input type="text"/>			Place of birth:	<input type="text"/>	
Date of birth	<input type="text"/>	Nationality (all)	<input type="text"/>	Country	<input type="text"/>	
National Client Identifier	<input type="text"/>					
Phone	<input type="text"/>	Mobile	<input type="text"/>			
Email	<input type="text"/>					
Permanent residential address	<input type="text"/>				Post code	<input type="text"/>
Time at address	<input type="text"/>	years	<input type="text"/>	months		
Previous address (if less than 3 years at current address)	<input type="text"/>				Post code	<input type="text"/>
Tax Residence	<input type="checkbox"/>	UK	and/or	<input type="text"/>		
Are you a US citizen	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>		

continued overleaf

Section 3: Nominated bank account

Your sale proceeds will normally be sent by BACS to your own personal bank/building society account. Please enter your details below:

Bank/building society	<input type="text"/>										
Branch address	<input type="text"/>										
Account name	<input type="text"/>					Bank/building society number	<input type="text"/>				
Building society roll number	<input type="text"/>					Sort code	<input type="text"/>				

Section 4: Declaration and authorisation

I declare that:

- The above information is true and correct
- I will notify The Share Centre without delay of any circumstances or changes affecting the information on this form
- I agree to be bound by The Share Centre's Terms of Business and Tariff for this service

My signature confirms all the statements on this form.

Signature	<input type="text"/>	Signature	<input type="text"/>
Date	<input type="text"/>	Date	<input type="text"/>

Barclays will, from time to time, provide The Share Centre with information on their other services which we will send to you. We will not provide you with information on our own services. If you prefer not to be kept up-to-date, please tick the box.

What it costs for your account

Certificate dealing charges

Dealing commission (sales/purchases)

UK Stocks & Shares	1.75% for the first £15,000 0.85% thereafter (minimum £25)
Gilts & UK Bonds	0.85% for the first £10,000 0.25% for the next £10,000 0.125% thereafter (minimum £30)

The first £30 of the dealing commission charged on a transaction is paid to The Share Centre; the remainder is paid to Barclays.

Other dealing charges

Stamp Duty	0.5% payable on the purchase of UK shares (excluding certified shares on AIM and other recognised growth markets)
PTM Levy	£1.00 on all transactions over £10,000

Other fees

Account fees

Account administration	Free
Account closure	Free

Transfer of sale proceeds

3-5 days transfer	Free
Same day transfer	£25.00
By cheque	Free

Company registrars rejection

Handling fee	£15.00
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Duplicate contract note

Handling fee	Free
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Bounced cheque

Handling fee	£25.00
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costs and charges illustration

This section provides you with an illustration of the effect costs and charges could have on any future investments you purchase. It is not marketing material. This information is required by law and you are advised to read it in order that you can make an informed decision about whether to invest.

Charges summary

	UK Stocks and Shares		Gilts & UK Bonds	
	Lump sum investment		Lump sum investment	
	%	£5,000	%	£5,000
Certificated Dealing Service				
Product costs	0.00%	£0.00	0.00%	£0.00
Service costs	2.25%	£112.50	0.85%	£42.50
Total	2.25%	£112.50	0.85%	£42.50

The illustrations above are based on the following:

Service costs are the charges for operating your account with us, e.g. Dealing commission and stamp duty.

Please refer to the Tariff sheet for more details of the service costs taken by us.

Product costs are the charges for managing the investment and are charged by the Investment Manager not us.

Please note there are no product costs for UK Stocks and Shares or Gilts & UK Bonds.

Charges are based on one lump sum contribution with no further lump sums or any withdrawals.

Other charges may be applicable based on your personal circumstance and dealing frequency.

The cumulative effect of costs and charges on return

	UK Stocks and Shares	Gilts & UK Bonds
	Certificated Dealing Service	
What your value could be if there were no charges	£5,624	£5,624
What your value could be after charges	£5,498	£5,577

The total charges deducted for each investment will have an impact on the return you might get. Whilst performance cannot be guaranteed we can provide examples of how the charges will affect what you might get back.

Based on a £5,000 investment held for 3 years with an assumed net growth rate of 4% pa in the investment.

Your questions answered

Why is the illustration based on £5,000 lump sum investment rather than the amount I wish to invest?

This has been used as a typical investment amount for illustration purposes.

Why does the illustration not represent my personal circumstances or investment amount? Can you provide me with a personalised version?

The illustrations are intended to be generic in nature and it is not feasible to cover personal circumstances for customers, therefore, we will not be producing personalised versions of the illustration.

Why does the illustration not include all the charges I may pay? Where can I see what other charges are applicable to my account and investment?

Our illustration is based on the standard tariff and charges to keep the illustration as simple as possible. To cover the various charges that might be incurred there are too many variables that will affect this, such as the number of investments or withdrawals you make, and therefore it not practical to make assumptions on this. Our tariff contains details of all our account charges and the Key Information Document (KID) will provide details of the product charges specific to your chosen investment.

Why have you used a 4% growth rate for a three year period?

4% has been used as an average rate of return. The actual investment return could be greater or less and 4% has been used for illustrative purposes only. The Key Information Document (KID) will provide details of the past performance of your chosen investment. Don't forget that past performance is not a reliable indication of likely future performance.

Other questions or problems?

If you have any further questions or problems, feel free to give us a call on 01296 41 46 68.

post FREEPOST SHARE.COM

phone 01296 41 46 68 **fax** 01296 41 42 40

email dealing@share.co.uk **web** www.share.com/certificated

The Share Centre Limited is a member of the London Stock Exchange and is authorised and regulated by The Financial Conduct Authority under reference number 146768. Registered in England number 2461949 Registered office Oxford House Oxford Road Aylesbury Bucks HP21 8SZ

Nationality and National Client Identifier (NCI) help sheet

Please use this Help Sheet to complete your Nationality and National Client Identifier. For Dual Nationalities, please select them in the order they appear in the table below.

Country Name	Primary National Client Identifier (NCI)	Secondary NCI	Third NCI
Austria	No NCI		
Belgium	Belgian National Number (Numéro de registre national - Rijksregisternummer)	No NCI	
Bulgaria	Bulgarian Personal Number	No NCI	
Cyprus	National Passport Number	No NCI	
Czech Republic	National identification number (Rodné číslo)	Passport Number	No NCI
Germany	No NCI		
Denmark	Personal identity code 10 digits alphanumeric: DMMYYXXXX	No NCI	
Estonia	Estonian Personal Identification Code (Isikukood)		
Spain	Tax identification number (Código de identificación fiscal)		
Finland	Personal identity code	No NCI	
France	No NCI		
Great Britain / United Kingdom	UK National Insurance Number	No NCI	
Greece	10 DSS digit investor share	No NCI	
Croatia	Personal Identification Number (OIB - Osobni identifikacijski broj)	No NCI	
Hungary	No NCI		
Ireland	No NCI		
Iceland	Personal Identity Code (Kennitala)		
Italy	Fiscal code (Codice fiscale)		
Liechtenstein	National Passport Number	National Identity Card Number	No NCI
Lithuania	Personal code (Asmens kodas)	National Passport Number	No NCI
Luxembourg	No NCI		
Latvia	Personal code (Personas kods)	No NCI	
Malta	National Identification Number	National Passport Number	
Netherlands	National Passport Number	National Identity Card Number	No NCI
Norway	11 digit personal id (Foedselsnummer)	No NCI	
Poland	National Identification Number (PESEL)	Tax Number (Numer identyfikacji podatkowej)	
Portugal	Tax Number (Número de identificação fiscal)	National Passport Number	No NCI
Romania	National Identification Number (Cod Numeric Personal)	National Passport Number	No NCI
Sweden	Personal Identity Number	No NCI	
Slovenia	Personal Identification Number (EMSO: Enotna Maticna Številka Občana)	No NCI	
Slovakia	Personal Number (Rodné číslo)	National Passport Number	No NCI
All other countries	National Passport Number	No NCI	

MiFID II FAQs

What does it mean for customers?

The following questions might help:

What is MiFID II?

MiFID II stands for 'The Markets in Financial Instruments Directive 2', which is new legislation that comes into force on 3 January 2018. MiFID II is coming in to effect to increase investor protection and increase how transparent financial markets are. This new legislation will also create consistency across Europe.

What does this mean for me?

Under the new MiFID II legislation, organisations are required to confirm their customer's nationality and national client identifier (NCI) by 3 January 2018. This is to enable firms to accurately report deals completed to their local regulator which for us is the Financial Conduct Authority.

What do I do if I act on behalf of someone else?

If you act on behalf of another customer, such as a Power of Attorney/ third party mandate, or a registered contact for minors, we will need to collect your NCI as the decision maker on the account, as well as the underlying account owner.

Why will I need to confirm this information?

This information is required to ensure the FCA can monitor dealing patterns and identify any market abuse. Using the NCI will ensure this reporting is consistent across all investing platforms and stockbrokers. Therefore where this data is outstanding, customers will need to provide their NCI, prior to 3 January 2018, to be able to continue dealing in their account as normal. If customers do not provide this information where necessary, it will prevent trading or delay any investments until this information is in place.

Please note: that this is an activity that will be commencing across the industry with all stockbrokers and investment platforms to comply with this new legislation and therefore, customers may find they are required to complete this with multiple brokers, where applicable.

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Terms of business

Section 1

Terms of business - applicable to The Certificated Dealing Service which is provided by The Share Centre Limited.

1. Introduction

1.1 It is important that you read and understand these standard terms of business, which apply when you open an account with The Share Centre (the "Account"), and provide you with information about how it will be operated. Some paragraphs are included to ensure there is no misunderstanding as to who will do what and when, and some are included simply because different pieces of legislation (which include Acts of Parliament) say that we must include them. We have tried to make them as readable as possible. For your own benefit and protection you should read these terms carefully. If you do not understand anything, please contact us on 01296 41 46 68.

1.2 Where you see the words "you" or "your" in these terms of business, it means you as the individual, or if opening a joint Account, all individuals named on the joint Account. If you are applying as an official of a company or a trust, then it is referring to the company or trust, and not you personally.

1.3 The Share Centre Limited ("TSC") is a limited company incorporated in England and Wales and its registered office address is Oxford House, Oxford Road, Aylesbury, Buckinghamshire HP21 8SZ. TSC is authorised and regulated by the Financial Conduct Authority ("FCA") to provide share dealing and administration services. The FCA reference number for TSC is 146768. You can check this on the FCA's website at www.fca.org.uk. The FCA's address is 25 The North Colonnade, Canary Wharf, London E14 5HS.

1.4 When you open your account, you will be asked to accept these terms of business. Your acceptance creates a legal agreement between you and TSC, referred to in these Terms as "the Agreement", provided TSC accepts your application to open an Account. This Agreement includes not only these terms of business, but also:

- the literature that describes your Account in more detail; and
- the Account tariff;

all of which may be amended by TSC from time to time, subject to paragraph 1.7 below, where TSC has a valid reason. A valid reason means in the following circumstances only:

- to give effect to a change in law, regulations, industry guidance or codes of practice;
- as a result of new market practices;
- for economic reasons, including a variation in taxation rates or costs incurred in supplying a product or service (in which case TSC will respond proportionately). No other terms and conditions will apply, unless indicated below or as notified to you.

1.5 You must agree to abide by the terms of this Agreement in the manner described above. However, a legally binding agreement will only arise once TSC notifies you that it has accepted your application. If TSC decides not to accept your application, there will be no Agreement, and if you have provided any documentation in support of your application it will be returned to the address you provide as part of your application.

1.6 Unless TSC otherwise informs you in writing, you will be treated as a 'retail client' under the rules of the FCA, which means that you are entitled to the full extent of applicable regulatory protections. You have the right to request in writing re-categorisation as either a 'professional client' or 'eligible counterparty' subject to meeting specific criteria; however, as a consequence, there will be limitations to the level of applicable regulatory protections. Such limitations will include loss of access to the Financial Ombudsman Service and Financial Services Compensation Scheme (which are explained further in paragraph 11). Further details on different client categorisations can be obtained from TSC's Compliance team.

1.7 Although TSC may change this Agreement in accordance with paragraph 1.4 above, no change will affect any rights or obligations of yours arising prior to such change becoming effective. TSC will give you at least 30 days advance notice, either by post or email (if applicable to you), of any such changes. Where a change results in an increase in charges to you, you are free to terminate this Agreement within a further 30 days of the change becoming effective without any additional charges over and above those that were applicable prior to the change taking effect.

1.8 This Agreement is in English and all future communications with you will also be in English. The Agreement is governed by English law and in the event of a serious dispute, will be subject to the exclusive jurisdiction of the English courts.

1.9 Any transactions undertaken for you in stocks and shares will be subject, where applicable, to the rules of the London Stock Exchange ("LSE"), CREST (the system used for transferring shares between sellers and buyers), the FCA and all other applicable laws, rules and regulations. TSC will act as your agent in any such dealings. Where there is a conflict between this Agreement and any such laws and regulations, the latter will prevail. You must also comply with the City Code on Takeovers and Mergers (and the FCA's Disclosure and Transparency Rules regarding the notification of major shareholdings), which may be relevant if you are dealing in large quantities of shares. Further details can be obtained from TSC's Compliance team.

1.10 There may be occasions where a conflict of interest develops between you and TSC or between you and another customer. TSC has taken all reasonable steps to identify such conflicts of interest and has a Conflicts of Interest Policy in place, designed to prevent conflicts of interest from adversely affecting the interests of its customers. A summary version of this Policy is set out within Schedule 1 of these terms of business.

1.11 All transactions are carried out on your own initiative (i.e. 'execution only'). TSC is, therefore, not responsible for advising you on the suitability of the services or transactions provided or offered by TSC. You will not benefit from the protection of the FCA's rules relating to suitability which would require TSC to ensure that a product or service is suitable for you when taking into account your knowledge and experience in the relevant investment field, your financial situation and your investment objectives.

1.12 TSC does not provide advice on the legal implications of accepting this Agreement and, does not provide advice on aspects of taxation.

2. Cancellation Rights

2.1 You have the right to cancel this Agreement for a period of up to 14 days from the day on which TSC accepts your application (i.e. the date of the welcome letter or email that will be sent to you).

2.2 However, the right to cancel cannot apply to any transactions undertaken during the cancellation period, where the prices of the investments concerned can fluctuate within the financial marketplace and where those fluctuations are not within TSC's control (e.g. TSC is unable to have any control over the movement of share prices).

2.3 In order to cancel the Agreement, you must ensure that your written instructions to cancel are sent to TSC (or its nominated agent) before the end of the 14 day cancellation period.

2.4 If you do decide to cancel, you must still pay for any services that TSC has actually provided (which may include re-registration and commission charges), based on the published tariff sheet.

3. Customer Information

3.1 You will supply TSC with all information reasonably requested as soon as practical. You confirm that all information will be, to the best of your knowledge and belief, correct when supplied and that you will notify TSC of any changes.

3.2 TSC will treat all personal information about you and your financial affairs as confidential. TSC may however disclose any such information to its authorised agents and firms for whom TSC provides outsourced share dealing and/or administration services or if required to do so by law or regulation, or requested by a financial regulator, or where you have given your consent to the disclosure. The information may also be shared with other financial organisations to protect TSC and its customers, and other financial organisations and their customers, against financial crime. Further information on safeguarding customer data is contained within TSC's Privacy Policy available from our website.

3.3 You agree that TSC may hold information about you and your affairs in order to:

- verify your identity and financial standing (among other things TSC is likely to consult a credit or mutual reference agency, which may retain a record of our enquiry);
- provide you with TSC's services (which may also necessitate TSC liaising with third parties, such as companies and their registrars, and disclosing some aspects of your personal information in order to verify, or otherwise discuss, your investments in the proper provision of TSC's services);
- keep you up-to-date regarding other services which Barclays considers may be of interest to you. Barclays will, from time to time, provide TSC with information on their other services which we will send on to you. TSC will not provide you with information on its own services. If you prefer not to receive direct marketing information please advise TSC on 01296 41 46 68.

3.4 Due to anti-money laundering regulations (which aim to prevent criminal property being used or disguised as legitimate wealth) you may have to produce satisfactory evidence of your identity, or the identity of any person on whose behalf you are placing the dealing instruction, before TSC can do any business with you, and from time to time thereafter. This identification process is designed to assist in the prevention of crime within the financial services industry and society at large. If you do not provide the information when requested, TSC may be unable to accept any instructions from you or provide you with any other services.

3.5 TSC will only accept applications from UK residents.

3.6 You confirm that you are not a US person for the purposes of US federal income tax, and that you are not acting for, or on behalf of, a US person. The definition of a US person includes, but is not limited to, US citizens, US residents, US taxpayers or those who hold US dual nationality. In the future, should you become a US person, you agree to inform us immediately and consent to the automatic closure of your Account, or any Account over which you are a trustee or attorney, whether solely or jointly.

3.7 TSC is registered to use your personal information under the Data Protection Act 1998 (as may be amended). Under the terms of this Act, you are entitled to a copy of any personal information TSC holds on computer and on certain written records, upon payment of the appropriate fee.

4. Charges

4.1 You will pay all applicable fees, commissions and other charges in accordance with TSC's published tariff sheet. You must also pay any applicable taxes (e.g. Stamp Duty) and market levies that TSC is required to charge you. All such charges will be taken at the time you place each deal. Other taxes and costs (e.g. Capital Gains Tax) may also exist that are not collected or deducted by TSC.

5. Your Money and Investments

5.1 Your money will be handled in accordance with the client money rules of the FCA and any modifications or directions granted by the FCA in relation to those rules. Unless otherwise agreed all money received or paid from or to you must be in British Pounds Sterling.

5.2 The cash balance held on your behalf, and as shown in your Account, will be deposited in the name of TSC under customer trust status, i.e. separate from TSC's own money. It will be held with an authorised banking institution, together with cash balances belonging to other customers of TSC. These deposits may be held within instant access accounts or in unbreakable term deposits up to the

terms permitted by the FCA in the Client Money rules or any agreed modifications or directions granted by the FCA in relation to those rules. TSC may debit or credit your Account for all sums payable by or to you (including dividends you may receive in cash, fees and other amounts payable by you).

5.3 All payments to your Account must be drawn on your own United Kingdom ("UK") bank account. You may credit money to your Account by using an acceptable form of debit card, providing the sum to be credited does not exceed such limit as TSC may advise. All payments received, either individually or collectively, in excess of £25,000 may be subject to clearance, at TSC's absolute discretion, prior to the acceptance of dealing instructions thereon.

5.4 TSC has the right to return money, whether received by cheque, bank transfer or debit card, to 'source' (i.e. from where it came). All money returned will be done so at your own risk and will be subject to the normal timings of the banking clearance system. Where requested, money will only be transferred overseas to certain qualifying countries, details of which are available from TSC.

5.5 Interest will be payable quarterly on credit balances on money in your Account at the rates published from time to time by TSC. Where you make a payment to TSC to be credited to your Account, no interest will start to be calculated on this sum until the payment has cleared.

5.6 In the event that TSC does not hear from you for a period of 6 years, has made reasonable attempts to contact you, and such attempts have been unsuccessful, any money held in your Account may be released for the benefit of TSC's chosen charity. Should you subsequently contact TSC and make a valid claim, TSC will reimburse the money to you. However, interest will not be due to you from the date of release of the money to the charity.

5.7 TSC has the right to delay the return of any money received from you until 10 business days after the date of clearance for credit control purposes.

5.8 All investments purchased within your Account will be re-registered into your own name once payment for these investments has been made by you.

5.9 On some occasions, because settlement is carried out on a pooled basis, your investments may be used by TSC to settle another customer's transaction (for instance, where another customer wishes to sell a holding and TSC has not yet received that customer's stock). This will not affect the record TSC maintains which shows how much stock is held on your behalf.

5.10 When settled through CREST, the shares you sell will be transferred into our nominee company name, Share Nominees Ltd A/c Certs, before delivery to the market. On some occasions, because settlement is carried out on a pooled basis, your investments may be used by TSC to settle another customer's transaction (for instance, where two customers wish to sell the same shares and only one dealing instruction is able to be executed, it is possible that one customer's shares are used to settle the other's transaction). This will not affect the record TSC maintains which shows how much stock is held on your behalf.

5.11 TSC may deliver or accept delivery of certificates and/or investments via CREST on behalf of the Nominee.

5.12 TSC accepts responsibility for holdings in the name of the Nominee and for acts and omissions of the Nominee.

5.13 Dividends from investments will usually only be received as cash and will be sent to you.

5.14 Your money may be passed to another person, such as an exchange, clearing house or an intermediate broker, for the purposes of a transaction on your behalf through or with that person.

5.15 Subject to paragraph 5.10 above, in the event of there being a shortfall in the total quantity of money or an investment held in a nominee or client money bank account, compared with the quantity or balance which should be held for customers, or in the event of an authorised banking institution, the Nominee, or any other third party custodian, bank or counterparty used by TSC defaulting (e.g. if they become insolvent), customers may have to bear that shortfall on a pro-rata basis.

5.16 Unless otherwise indicated, TSC will not accept or make third party payments on your behalf. All receipts and withdrawals of money and investments must be received from, or paid to, an account in your name or, in certain circumstances such as your death or incapacity, your legal representatives.

6. Dealing

6.1 TSC may carry out transactions in such investments as are shown on the published tariff sheet. TSC will not deal in investments which have been suspended from dealing. TSC has an absolute right to decide not to accept any instruction from you to sell shares. This includes, but is not limited to, an absolute right to refuse to accept a dealing instruction from persons who are residents or domiciled in any overseas country or where TSC is concerned about the lawfulness of the transaction or instruction. If TSC chooses not to accept your instruction, and you have provided TSC with any share certificates, other documentation or monies, they will be returned to the address given by you on the sale form.

6.2 All instructions to TSC to deal in investments must be on either a 'limit price' basis (where you set the maximum or minimum price at which you are prepared to deal) or 'best price' basis (where TSC will take all sufficient steps to obtain the best possible result for you). For both types of order, TSC will seek to obtain the best possible result, subject to any limit price specified in the case of a limit price order, in accordance with its Order Execution Policy, which is detailed within Schedule 2 of these terms of business. By placing an order to deal, you acknowledge that you have read and agree to be bound by the Order Execution Policy.

6.3 Dealing instructions to sell investments will be executed on the understanding that such investments are in your name and in your possession and that you will forward these certificates, along with any other documentation we advise is required, to us so that they arrive within 5 business days of the deal being executed.

6.4 Where you instruct TSC on a best price basis and the number of shares to be dealt is larger than the investment's normal market dealing size, the price obtained may differ from the price indicated to you at the time your instruction to deal was placed.

6.5 TSC may aggregate (i.e. combine) your orders with those of other customers, which may operate on some occasions to your disadvantage. Further information is contained within TSC's Order Allocation Policy, which is detailed within Schedule 3 of these terms of business.

6.6 Where you submit a dealing instruction to TSC orders are dealt as soon as reasonably practicable in the circumstances. All deals will normally be carried out on the day we receive your instructions, however we reserve the right to deal within two business days of receipt of the correctly completed documents.

6.7 Limit prices may be placed on selling instructions only for up to 30 calendar days but require you to send the share certificate and CREST form to us before we will set the limit. Limit prices may be placed on selling instructions for the remainder of the same business day where you place a selling instruction by telephone and where we do not hold the share certificate and CREST form. Limit prices may be cancelled and re-submitted at your discretion, provided the sale has not been executed. Where any limit order cannot be immediately executed, you agree that TSC may publish details of your unexecuted limit orders.

6.8 Dealing instructions may not be altered once they have been accepted and executed by TSC. Where the dealing instruction submitted was incorrect, you agree to be responsible for any costs or losses incurred by TSC, which a reasonable person would consider to be the probable result of correcting the previous transaction, should TSC decide to accept an instruction to effect such a correction.

6.9 TSC cannot guarantee that limit price dealing instructions will be executed even if the limit price is reached. This could be due to prevailing market conditions (such as a 'fast market', where the market is so volatile that prices quoted in the stock market are only indicative rather than guaranteed), other customers having placed similar dealing instructions but then having an earlier time priority than your dealing instruction and their dealing instruction being executed in priority to your dealing instruction, or other factors beyond TSC's control.

6.10 All dealing instructions are only dealt if they can be completely satisfied. Dealing instructions will not be partially filled.

6.11 Dealing instructions to purchase investments will be executed on the understanding that sufficient money is paid by you to cover the cost of execution (including all applicable charges): payment

for purchases in excess of £25000 is to be made prior to the deal being executed and payment for all other purchases is to be made immediately after the deal has been executed.

6.12 In the event of a change in the share capital of an investment, or other corporate action, which could significantly impact on any current limit price dealing instruction, TSC will endeavour to delete such pending dealing instruction. However, TSC is under no obligation to do so, and it remains your responsibility to ensure limit price dealing instructions remain valid and to make any adjustments you consider necessary or desirable to reflect any changes to prevailing market conditions.

6.13 You recognise that sale price limit dealing instructions should initiate when the price rises to or above the specified price level.

6.14 Limit price dealing instructions that reach the end of their expiry date are deleted after close of business on the expiry date and we may return your certificate to you. It is your responsibility to renew any limits if you require this.

6.15 Limit price dealing instructions are monitored each working day from 8.00am until 4.30pm.

6.16 TSC may pay a share of the commissions charged to you by Barclays. Full details can be provided on request to TSC's Dealing team.

6.17 You accept that the prices and values of stock market investments, and products related to them, together with the income that they produce, can go down as well as up and you may get back less than your initial investment. In addition, the levels and bases of taxation may also change, both generally and in relation to specific products and investments. Consequently, TSC cannot accept responsibility for any movements in the value of your investments or for monitoring whether they continue to be suitable for you. Past performance is no indication of future performance.

6.18 You will be sent a contract note, either in electronic format or paper, following a transaction. Any query in relation to the contract note should be raised by you within 5 business days of receipt so that any matters arising can be promptly resolved, otherwise TSC will assume that you have accepted the contents of the contract note. Prior to receiving the contract note, for information about the status of your order, you can contact a member of TSC's Dealing team.

6.19 HM Revenue and Customs ("HMRC") may challenge any purchase or sale prices in less liquid investments for open market valuation purposes (for instance, for assessing capital gains tax liability). When assessing tax liabilities arising from a transaction in less liquid investments, you should seek independent tax advice, and should not necessarily rely upon any transaction price or contract note as evidence of an open market value.

7. Settlement

7.1 TSC will only settle your sale when we have received your completed transfer form and share certificate(s) together with settlement from the market.

7.2 Once TSC has executed your dealing instruction, sale proceeds (if a sale) or investments (if a purchase) will only become available to you once those sale proceeds or investments have been received in full by TSC. The net sale proceeds will be sent to you either electronically or by cheque. The cheque will be made payable to you, or in the event of joint holders, the joint-named holders (unless the joint holders request cheques for pro rata equal amounts payable to each of them).

7.3 Where the anticipated sale proceeds or investments are not received in full, you will, along with all other applicable customers of TSC:

— if purchasing investments: be entitled, in the chronological order in which instructions were received by TSC, to the relevant investments actually delivered to TSC and, in the event of any delivery shortfall, to the repayment of a cash sum from TSC's client settlement bank account equal to the whole or relevant part of the sum debited from your Account in respect of the relevant investments;

— if selling investments: be entitled, in the chronological order in which instructions were received by TSC, to cash actually received by TSC and in the event of any payment shortfall, to the return of the relevant investments held by the Nominee, as appropriate, equal to the whole or relevant part of the number of shares or bonds originally sold. Net sale proceeds will be sent to you on or as soon as practical following the relevant settlement day, provided TSC has received payment from the market.

8. Investment Communications

8.1 In the case of changes in the share capital of your investments, receipt of a notice of conversion or proposal to wind-up, amalgamate or take-over a company or other corporate action where the investments are held for you in the Nominee:

— a bonus or capitalisation issue will be sent to you;

— if, on a rights issue, open offer or exercise of warrants, no instruction is received from you, the Nominee will allow the rights, entitlements or warrants (as applicable) to lapse. Lapsed proceeds received by the Nominee in excess of £1 will be returned to you. Sums less than this may be retained for the benefit of TSC;

— all offers will be accepted upon them being declared as going 'compulsory' whether or not any instructions have been received from you;

— your entitlement to shares will be to the nearest whole share, rounded down, and the aggregate of fractional entitlements may be held by the Nominee for TSC. Cash received by TSC representing fractional entitlements in excess of £1 will be returned to you. Sums less than this may be retained for the benefit of TSC;

— any charges imposed by the company or its registrar will be due from you in accordance with paragraph 4.1 above.

8.2 Whilst TSC undertakes to notify you of all corporate actions relating to your investments, there may be instances where TSC is not advised of a corporate action by the company or its registrar, either at all or in sufficient time, and consequently cannot notify you of the terms of the corporate action. In such event, TSC will accept the default option of the corporate action on your behalf and cannot be held responsible for any loss that you may incur or any other outcome imposed by the company or its registrar.

8.3 If partly paid shares held for you are the subject of a claim for any due balance and no valid instruction is received from you, TSC may sell sufficient of your investments to meet the claim.

8.4 Where instructions are sought from you, TSC and the Nominee will (other than as referred to elsewhere within this Agreement or in accordance with any other notified procedure) only act if instructions are received from you (or are reasonably believed to have been received from you or from your authorised agent). Where TSC has not received your instructions by the date specified by TSC within the summary of the corporate action, TSC will accept the default option of the corporate action on your behalf and cannot be held responsible for any loss that you may incur. For administration reasons, the date specified by TSC for the provision of your instructions may be earlier than the date specified by the company or its registrar. For the avoidance of doubt, even where you have sufficient funds within your Account, TSC will not exercise any rights, entitlements or warrants (as applicable) on your behalf without your specific instructions.

8.5 As your investments are pooled with other customers, there may be occasions when your entitlement to such corporate actions referred to in paragraph 8.1 above may have been different had you held the shares in your own name. In such a situation TSC shall take such steps as it considers to be fair in the circumstances, which may include dividing the whole entitlement received from the corporate action between you and other customers or treating any fractional entitlements in the same way as the company concerned, acting through its registrars.

9. Liability

9.1 You agree to be responsible for any costs or losses incurred by TSC and/or the Nominee, which a reasonable person would consider to have been incurred by them and be reimbursable to them:

— as a result of your specific request, fault, omission or dishonesty; and

— arising from the proper performance of their functions or exercise of their rights under or otherwise in connection with this Agreement, except where such costs or losses are due to their fraud, willful default or negligence. TSC and/or the Nominee shall not be responsible for any costs or losses incurred by you, except where this is due to TSC's and/or the Nominee's fraud, willful default or negligence.

Neither this paragraph nor anything else within this Agreement will restrict or exclude any duty or liability owed to you under the rules of the FCA, the Financial Services and Markets Act 2000 ("FSMA"), Financial Services Act 2012 or under common law.

9.2 If TSC fails, interrupts or delays performing its obligations under this Agreement because of a breakdown, failure or malfunction of any telecommunications or computer services or systems (internally or externally) or any other event not reasonably within its control, then TSC will not be liable to you. TSC will not be responsible for any loss or damage caused by such an event or suffered by you as a result of such events. This includes, but is not restricted to, any delay, breakdown or failure of any transmission or telecommunication or computer systems or facilities, strikes or other industrial action or dispute, or the failure of any relevant exchange, clearing house, broker, independent software vendor, settlement agent or bank to perform its obligations or to operate efficiently and correctly or any other event which is reasonably outside TSC's control.

9.3 TSC may, at any time where it reasonably considers it necessary or desirable to do so, suspend all or any of its services including, without limitation, to carry out repairs, or to upgrade hardware or software or to correct any hardware or software error and it shall not be liable for losses arising from the suspension.

9.4 TSC will not be responsible for the security or transmission of electronic instructions either from TSC or from you.

9.5 The information contained within TSC's websites originated by TSC is believed to be correct, but cannot be guaranteed.

10. Termination

10.1 You may terminate this Agreement immediately by contacting TSC; TSC reserves the right to request this in writing. TSC may terminate this agreement with reasonable advance notice to you, or immediately on written notice where there are serious grounds for doing so.

11. Complaints and Compensation

11.1 If you have a complaint, please contact the department at TSC you have an issue with. You can contact us by any means including letter, telephone or email. If TSC cannot resolve the complaint to your satisfaction, you may be entitled to refer it to the Financial Ombudsman Service, the independent complaints handling body for the financial services industry. A copy of TSC's complaints handling procedure is available upon request.

11.2 TSC participates in the Financial Services Compensation Scheme, established under the FSMA, which provides compensation to eligible investors in the event of the firm being unable to meet its customer liabilities. Payments under the protected investment business scheme are limited to a maximum of the first £50,000 of the claim. Further information is available from TSC's Compliance team.

12. General

12.1 All written or electronic communications TSC sends you will be to the latest address notified by you to TSC and shall be assumed received by you on the second day after posting or on the day after despatch in the case of electronic communication. Communications sent by you shall be deemed received only if actually received by TSC.

12.2 TSC cannot accept any liability for certificates or transfer forms which are lost or delayed in the post, whether being sent by you to us or us to you.

12.3 Telephone calls may be recorded for the purpose of training, monitoring quality and regulatory compliance.

12.4 Should you cease to live in the UK your Account will be terminated.

12.5 TSC and the Nominee may employ agents on such terms as they think fit. TSC will satisfy itself that any person to whom it delegates any of its functions or responsibilities under the terms agreed with you is competent to carry out those functions and responsibilities. TSC will take reasonable care in the selection and supervision of such agents.

12.6 Should any clause within this Agreement or part thereof become or be declared illegal, invalid or unenforceable for any reason, the remainder of the clause and Agreement shall be unaffected and shall remain in full force and effect.

12.7 The Contracts (Rights of Third Parties) Act 1999 will not apply to this Agreement, which means that only you and TSC have the right to enforce any of the terms and conditions mentioned.

Section 2

Schedule 1

Conflicts of Interest Policy - Summary Version

TSC aims to identify and prevent conflicts of interest which may arise between itself and its customers, and between one customer and another, in order to avoid any adverse effect on its customers. This Policy sets out procedures, practices and controls in place to achieve this. The avoidance of potential conflicts of interest is a key consideration, so operational structures and procedures, password-controlled systems, data hierarchy, and the clear segregation of roles and responsibilities are all designed to work preventing any conflicts arising in the first place. This Policy applies to all officers (whether Executive or Non-Executive), employees and any persons directly or indirectly linked to the Share plc group of companies ("the Group") and refers to all interactions with all customers of the Group.

Scope

Types of conflict which may carry a material risk of damage to the interests of a customer include, but are not limited to, the following. Where the Group or any person directly or indirectly linked to the Group:

- Is likely to make a financial gain or avoid a financial loss at the expense of the customer;
- Has an interest in the outcome of a service provided to, or of a transaction carried out on behalf of, the customer which is distinct from that customer's interest in that outcome;
- Has a financial or other incentive to favour the interest of another customer or group of customers over the interests of the customer;
- Carries on the same business as the customer;
- Receives, or will receive, from a person other than the customer an inducement in relation to the service provided to the customer in the form of monies, goods or services, other than the standard commission or fee for that service;
- Designs, markets or recommends a product or service without properly considering all the Group's other products and services and the interest of their customers.

Guarding against conflicts of interest

A number of different safeguard systems and processes are in place in order that the potential for conflicts of interest is minimised:

- Personal account dealing requirements upon all officers, employees and certain associates of TSC in relation to their own investments;
- An Investment Research Policy covering the production and dissemination of investment research by TSC;
- A Register of Information logging receipt and use of any 'inside information' by TSC;
- Chinese Walls restricting the flow of price sensitive information within TSC;
- A Gifts and Inducements Log registering the solicitation, offer or receipt of certain benefits;
- External business interests conflicting with TSC's interests are prohibited for TSC's officers and employees, unless Board approval is provided;
- Job roles and system access is subject to appropriate segregation of duties considerations, detailed within a separate Policy;

— Remuneration packages within TSC are structured to minimise any link with levels of business generated with retail customers;

— Order execution ensures TSC must not receive any remuneration, discount or non-monetary benefit for routing client orders to any particular trading venues or execution venues;

— Corporate governance requirements are followed as appropriate to the size and nature of Share plc;

— Legal and regulatory record keeping requirements are followed, including the maintenance of a Privacy Policy for Internet users;

— A Public Interest Disclosure Policy ("whistleblowing") is in place for TSC employees;

— Where a conflict of interest arises, TSC will, if known, disclose it to a customer prior to undertaking investment business for that customer.

A full version of the Conflicts of Interest Policy is available on request from TSC's Compliance team.

Schedule 2

Order Execution Policy

Part One: The Quality of Execution

When executing orders on behalf of customers in relation to financial instruments, TSC will take all sufficient steps to achieve what is called "best execution" of customer orders. This means that TSC will have in place a policy and procedures which are designed to obtain the best possible execution result, subject to and taking into account, the nature of customer orders, the priorities the customer places upon TSC in filling those orders and the market in question, and which provides, in TSC's view, the best balance across a range of sometimes conflicting factors. TSC will take into consideration a range of different factors which include not just price, but which may also include such other factors as the cost of the transaction, the need for timely execution, the liquidity of the market (which may make it difficult to execute an order), the size of the order and the nature of the financial transaction. TSC's commitment to provide its customers with "best execution" does not mean that TSC owes customers any fiduciary responsibilities over and above the specific regulatory obligations placed upon TSC or as may be otherwise contracted. While TSC will take all sufficient steps based on those resources available to it to satisfy itself that it will have processes in place that can reasonably be expected to lead to the delivery of best execution of customer orders, TSC cannot guarantee that it will always be able to provide best execution of every order executed on each customer's behalf.

Part Two: Order Execution Policy

1 Customer orders must be received on either a 'best price' or 'limit price' basis and are subject to the requirements of this execution policy.

2 It is important to note that where a customer order is received with specific instructions relating to how the order should be executed, the order will be executed in line with those instructions; any such specific instructions from a customer may prevent TSC from taking the steps that it has designed and implemented in its execution policy to obtain the best possible result for the execution of customer orders covered by those instructions.

3 Customer orders received for transferable securities, i.e. shares and investment trusts will be executed on one of the following markets:

a. London Stock Exchange ("LSE"); the LSE is a regulated market and one of the larger better known European markets for dealing in both UK and international shares;

b. Alternative Investment Market ("AIM"); a market for smaller-capitalisation growth companies. AIM is a not a regulated market, but is an exchange-regulated market owned by the LSE;

c. and such other markets and Recognised Investment Exchanges as TSC considers appropriate in the circumstances.

4 The choice of market depends on which market or multilateral trading facility ("MTF") a particular security is traded on, for example, where a security is only traded via the LSE, the customer order can only be executed via the LSE; however, where the same customer order can be executed on either of two separate markets, the market that will result in the best possible result for that customer order will be chosen.

5 Customer orders are executed via specialist market makers known as Retail Service Providers ("RSPs"). TSC deals with a number of RSPs, all of whom are members of the LSE and are authorised and regulated by the FCA. The RSPs quote a price and size in securities in which they are registered and make this information available via various information vendors.

6 TSC's process for achieving the best possible result for a customer order is initiated by the receipt of the order from the customer. The order is then passed, via an information vendor, to an automated polling system, which connects directly to the RSPs registered with that information vendor and in the security concerned. The automated polling system will then identify the RSP offering the best price for the customer order; this information is then sent back to TSC for acceptance. The range of RSPs available to TSC will be dependent on which RSPs are accessible through the information vendor used; TSC will be linked to one or more information vendors which provide access to a wide range of RSPs.

7 On some occasions, where the RSP is unwilling or unable to execute the customer order electronically, the order will have to be executed manually with the RSP over the telephone.

8 There may be occasions where, as a result of either specific customer instructions, the nature of the security being traded, or the services being provided, that customer orders will not be executed on either a regulated market or MTF. Where such instances arise, TSC will obtain the customer's prior express consent before proceeding to execute such orders. The customer's prior express consent may either be in the form of a general agreement or in respect of individual transactions.

9 Where a customer order is received for a bond, PIB or gilt-edged security, it will be executed on the LSE via an RSP.

10 Generally, there are a number of different execution factors which can affect the outcome of customer orders e.g. price, cost, speed, the likelihood of execution and settlement, the size and nature of the order or any other considerations relevant to the execution of the order. However, as TSC does not differentiate charging structures or settlement processes between execution venues, the most significant factor is considered to be the price at which the order can be executed. By achieving the best price possible given the execution venues available, TSC delivers the best possible result for customer orders received.

11 Adherence to this policy is monitored by the Dealing team and overseen as part of the annual Compliance monitoring programme.

12 From April 2018 TSC will publish via its website an annual report detailing the top five venues TSC has used to execute customer orders for each class of financial instrument.

Part Three: Client Acknowledgement

By placing an order with TSC, a customer acknowledges that they have been made aware of and accept the nature, policy and processes which TSC has in place for providing best execution as defined in this Order Execution Policy and that, in the absence of any express instructions from a customer, TSC shall have full discretion to choose a relevant venue from its current list of venues for executing any order or orders, but in doing so shall assess and balance a range of all relevant factors, including those set out in this policy disclosure statement which, in its reasonable determination, TSC considers relevant to achieving the best result for a customer order.

Schedule 3

Order Allocation Policy

Where TSC considers it necessary and in the best interests of the customer, a customer order may be aggregated (i.e. combined) with orders received from other customers.

Customers should be aware that aggregating orders in this way may work to their disadvantage. Because their shares will be bought or sold alongside those of other customers, the price a customer pays or receives may not be the same as when buying or selling the shares immediately. The market may also quote a different price because of the larger number of shares being bought or sold together. The price the customer pays or receives could, therefore, be higher or lower than if their shares had been bought or sold on their own.

Customer orders will only be carried out where the total, aggregated order can be dealt; in other words, customer orders will not be partially filled.

Where a customer applies for a new issue of securities (e.g. within a placing) and that offer is oversubscribed, the customer may receive a partial allocation of securities or none at all. The allocation guidelines of the offer will be followed wherever practicable by TSC when deciding how to allocate securities where more than one customer has applied within the same offer. In the absence of any guidelines, TSC will allocate the securities pro rata to each customer's application within the offer.

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