

SCHEDULE

THIS DEED is made on

BETWEEN

- (1) The Investor whose name and address is as outlined at section 1 of the Application Agreement (as defined below) (the "**Investor**"); and
- (2) **ZEDRA TRUST COMPANY (GUERNSEY) LIMITED**, a company incorporated in Guernsey (registered number 24531), whose registered office is at First Floor, Le Marchant House, Le Truchot, St. Peter Port, Guernsey, GY1 1GR, Channel Islands, in its capacity as nominee (the "**Nominee**").

WHEREAS

- (A) Pursuant to the terms of the Application Agreement (as defined below), the Investor is entitled to acquire shares/or has acquired in the capital of the Company (the "**Shares**") and the Nominee will acquire those Shares on their behalf and to hold legal title to those Shares and any other Shares acquired by the Investor from time to time as bare nominee on their behalf.
- (B) The Investor agrees to pay the full acquisition costs of Shares acquired by the Nominee on their behalf and to pay the total cost of their Shares to the Nominee.
- (C) The Nominee will acquire the Shares on behalf of the Investor on or around the date of this Deed and agrees to hold legal title to the Shares on behalf of the Investor so that the Investor is the beneficial owner and the Nominee is the legal owner of the Shares on the terms contained in this Deed.
- (D) The precise number and class of shares in the Company held for the Investor (**Shares**) may vary from time to time but the same shall be recorded at all times in the Portal (as defined in the Terms and Conditions).
- (E) The Nominee declares that the Shares registered in the Nominee's name and shown in the Portal are held by the Nominee as nominee on bare trust for you and that the Nominee has no beneficial interest in such Shares.
- (F) The Nominee undertakes to deal with the Shares in accordance with the Terms and Conditions.

NOW IT IS AGREED as follows:

1. **DEFINITIONS AND INTERPRETATION**

- 1.1 When not otherwise defined in this Deed, capitalised terms shall have the meaning as set out in the Application Agreement.
- 1.2 Subject to paragraph 1.1 and unless the context otherwise requires, the following expressions have the following meanings:

"Consideration" means the total purchase price for the Shares paid.

"Application Agreement" means the application agreement made by the Investor (incorporating terms of service, privacy policy, risk warning and this Deed) on or around the date of the Deed.

1.3 In this Deed, a reference to:

1.3.1 any statutory provision or statute includes all modifications thereto and all re-enactments (with or without modification) thereof and all subordinate legislation made thereunder, in each case for the time being in force, except where the context requires otherwise or as expressly stated otherwise;

1.3.2 a **"person"** includes a reference to any individual, firm, company, corporation or other body corporate, government, state or agency of a state or any joint venture, association or partnership, works council or Investor representative body (whether or not having a separate legal personality);

1.3.3 a **"party"** is a reference to a party to this Deed (either by virtue of having executed this Deed or having entered into a deed of adherence to it) and includes a reference to that party's legal personal representatives, successors and permitted assigns, and **"parties"** shall be construed accordingly;

1.3.4 a clause or Schedule, unless the context otherwise requires, is a reference to a clause of, or a schedule to, this Deed;

1.3.5 a paragraph, unless the context otherwise requires, is a reference to a paragraph of a Schedule; 1.3.6 (unless the context otherwise requires) the singular shall include the plural, and vice versa; 1.3.7 one gender shall include each gender;

1.3.8 any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall in respect of any jurisdiction other than England be deemed to include what most nearly approximates in that jurisdiction to the English legal term and a reference to any English statute shall be construed so as to include equivalent or analogous laws of any other jurisdiction; and

1.3.9 time of the day is to London time.

1.4 The *ejusdem generis* principle of construction shall not apply to this Deed. Accordingly general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words.

1.5 The schedules form part of this Deed and shall have effect accordingly.

1.6 The headings in this Deed do not affect the interpretation or construction of this Deed.

2. **DECLARATION**

2.1 The Investor hereby warrants and declares that he/she:

2.1.1 is not insolvent at the date hereof;

- 2.1.2 is not aware of any action, cause or litigation of whatever nature threatening or outstanding, contingent or pending against him/her or affecting any of his/her assets and does not have actual notice of any such claim or of any facts or circumstances which may render him/her liable to any such claim;
- 2.1.3 has no intention of using the nominee arrangement to evade any tax or any other legal obligation of whatever nature and hereby undertakes that all income and capital gains and all such other details of whatever nature as are required by relevant legislation shall be declared as required under the laws of any relevant jurisdiction;
- 2.1.4 has sought professional tax advice in his/her jurisdiction of domicile/residence with regard to the nominee arrangement;
- 2.1.5 has sought professional advice in his/her jurisdiction of residence and confirms that neither government consent nor any other regulatory formalities are required in order for him/her to hold shares through a nominee arrangement;
- 2.1.6 he/she has received, read, understood and accepted the contents of the Terms and Conditions;
- 2.1.7 expressly consents to the processing of his/her personal data where required under the Data Protection Laws in force from time to time for the purposes of this instrument and the giving of express consent is evidenced by his/her execution of this instrument;
- 2.1.8 expressly agrees to hold harmless and indemnify the Nominee, its subsidiaries, holding company, associated companies, directors, officers, shareholders, Investors, assigns or agents (the **Nominee's Affiliates**), against any liabilities, claims, demands and costs, of whatever nature, arising out of any direct damage suffered as a result of action taken by the Nominee or the Nominee's Affiliates in reliance upon any statement contained in this declaration which may hereafter prove to be untrue, materially inaccurate, or misleading or any action taken by them in reliance upon any future changes in legislation that may affect the Services.
- 2.2 The Nominee declares that it will hold legal title to the Shares registered in the Nominee's name and shown on the Portal and any other Shares acquired by the Investor from time to time as notified to the Nominee, on bare trust for the Investor; and behalf of the Investor absolutely, and undertakes and agrees not to transfer, deal with or dispose of the Shares except:
- 2.2.1 as the Investor may from time to time direct in writing or by other means acceptable to the Nominee subject to the terms and conditions set out in the Application Agreement; or
- 2.2.2 as required by the Articles and/or the Application Agreement.
- 2.3 The Nominee declares that the Investor will be the beneficial owner of the Shares and the Nominee will have no beneficial interest in the Shares.
3. **CONSIDERATION**
- 3.1 The Nominee acknowledges that the Investor has agreed that the Consideration will be transferred to an **account held in their name in return for the purchase of the Shares to the Nominee** (held on bare trust for the Investor).

4. **INDEMNITY**

4.1 The Investor, for themselves and their heirs and estates, hereby covenants to indemnify, keep indemnified and hold harmless the Nominee, its directors, officers and Investors against all or any loss of any kind suffered by them and whether arising directly or indirectly out of the proper performance of their duties under the nominee arrangements in or in connection with this Deed and if called on to do so the Investor undertakes to ratify and confirm any act or thing lawfully and properly done or caused to be lawfully and properly done by the Nominee in the proper performance of its duties under the nominee arrangements in or in connection with this Deed **EXCEPTING ONLY** actions, claims, costs, demands, loss or damage arising from any fraud, wilful misconduct, gross negligence or wilful default on the part of the Nominee, its directors, officers, Investors or agents.

5. **LIMITATION OF NOMINEE'S RESPONSIBILITIES**

5.1 The Nominee shall not be under any duty to monitor, enhance or preserve the value of the Shares and the Nominee's duties and responsibilities in respect of the Shares will be strictly limited to:

- (a) acquiring and holding the Shares accordingly until receipt of further directions from the Investor about the terms upon which the Shares are to be held, transferred or otherwise disposed of; and
- (b) accounting to the Investor for all interest, dividends, profits and other receipts which may be paid to the Investor in respect of the Shares from time to time.

5.2 The Nominee shall not incur any liability to the Investor or to any other person for any liabilities, actions, proceedings, claims, costs, demands or expenses (including reasonable legal fees) incurred or suffered (whether directly or indirectly) by the Investor or such other person arising out of the provision of the services to the Investor or otherwise arising out of the performance by the Nominee of its obligations under this Deed where the Nominee has acted in accordance and complied with the terms of the Articles and/or the Application Agreement (save to the extent that the same are caused by the fraud, wilful misconduct, gross negligence or wilful default of the Nominee).

5.3 The Nominee and the Investor acknowledge that the Nominee is, in respect of its holding of the legal title to the Shares, a party to this Deed, and that the Shares are subject to the terms of the Articles and the Application Agreement and the Nominee shall comply, and shall be fully authorised hereunder to take such steps as the Nominee is required to take pursuant to and in accordance with the terms of this Deed, the Articles and the Application Agreement.

6. **SHAREHOLDING ARRANGEMENTS WITH THE NOMINEE**

The parties agree that the following arrangements will apply as between the Investor and the Nominee regarding the holding of Shares on the Investor's behalf:

- 6.1 The Investor authorises the Nominee to hold legal title to the Shares on bare trust for the Investor (and to transfer, if necessary, such Shares to any replacement nominee to hold legal title on behalf of the Investor on the same terms and the Investor agrees to enter into such arrangements as may be necessary to give effect to such replacement nominee and procure that the replacement nominee enters into a deed of adherence to this Deed in a form agreed with the Company) and to take all action on the Investor's behalf as required by the Articles and/or the Application Agreement.
- 6.2 The Nominee will keep all Shares in a pooled CREST account but will keep a record of the Shares held for the Investor. An individual Investor's Shares shall be held electronically and are not physical holdings with share certificates. Proof of title shall be demonstrated by the underlying share register.
- 6.3 The Investor and the Nominee agree that any dividends, interest or other distributions received by the Nominee in respect of the Shares will be held on bare trust for the Investor and paid or transferred as soon as reasonably practicable to the Investor.
- 6.4 If the Investor's Shares are sold, repaid or redeemed for cash consideration in accordance with the Application Agreement, the Nominee will arrange for the proceeds (less any fees, taxes, charges or expenses which are payable by the Investor in accordance with the Application Agreement or the Articles) to be paid to the Investor as soon as reasonably practicable.
- 6.5 The Investor agrees that if they or the Nominee are required to transfer the Shares under the terms and conditions set out in the Application Agreement, the Nominee shall transfer both the legal (and on behalf of the Investor) and the beneficial title to the Shares in accordance with the relevant provisions of the terms and conditions set out in the Application Agreement.
- 6.6 The Investor agrees to be bound by the Articles and the Application Agreement as if they were the holder of the legal interest in the Shares and in particular to dispose of, transfer or redeem their beneficial interest in any of the Shares only in a manner which would be permitted by the Articles and/or the Application Agreement as if they were the holder of the legal interest in such Shares and not to create or allow to be created any claim, lien, encumbrance, equity or charge on or over or affecting any of the Shares held by the Nominee (or interest therein) on their behalf pursuant to this Deed.
- 6.7 The Investor undertakes to grant (and permit the Nominee to grant) any further powers of attorney in such manner and in such form as may be required by the Nominee for the purposes of giving effect to the terms of these shareholding arrangements with the Nominee under this Deed (including in the context of any Exit (or proposed Exit)) provided that the matters covered by the power of attorney are to secure compliance with the Articles and/or the Application Agreement.
- 6.8 The Nominee may rely and act upon any written instruction which has been given by or on behalf of any person who has been notified by the Investor in writing as being authorised to instruct the Nominee in respect of the Shares until such time as the Nominee will have received written notice from the Investor to the contrary, whether or not the actual authority of any such person will have been terminated.
- 6.9 The Nominee undertakes to transfer the Shares as the Investor may direct in writing to the extent such written instructions are in accordance with the Articles and/or the Application Agreement.

- 6.10 The Nominee undertakes to promptly notify the Investor of any notice, letter or other document received by the Nominee in its capacity as legal owner of the Shares;
- 6.11 The Investor acknowledges that they shall be responsible for their own liabilities to tax assessed or levied in respect of the Shares and they shall be responsible for the preparation and filing of any relevant tax returns required in connection therewith.
- 6.12 The Investor shall not instruct the Nominee to Dispose or do anything else in respect of the Shares in breach of any provisions of the terms and conditions set out in the Application Agreement.
- 6.13. The Investor agrees that if they Dispose of any beneficial interest in the Shares under the terms and conditions set out in the Application Agreement in circumstances where the Nominee will continue to hold the legal title to such Shares for a person other than the Investor, the Investor shall transfer the entire beneficial interest in such Shares to the relevant transferee.
- 6.14 The rights and obligations referred to in the above arrangements constitute a legally binding agreement between the Investor, the Company and the Nominee.

7. **VOTING**

- 7.1 The Nominee shall abstain from voting at shareholder meetings unless the Investor instructs the Nominee to vote.
- 7.2 In the event of a demerger, capital reorganisation, or restructuring of the Company, the Nominee shall not take any action in respect of the Shares unless requested to do so by the Investor.
- 7.3 In the event of a takeover of the Company, the Nominee shall not take any action in respect of the Shares except in the case of a compulsory takeover unless requested to do so by the Investor.

8. **SHARE DEALING**

- 8.1 The Nominee will provide a share dealing service through the Portal with External Business Providers nominated from time to time;
- 8.2 All fees in relation to the share dealing service are detailed Information Memorandum and are not the responsibility of the Nominee.

9. **INVESTOR DIRECTIONS**

- 9.1 Any and all directions received by the Nominee from the Investor in respect of the Shares (**Investor Directions**) shall be made through the Portal.
- 9.2 Subject to clause 7.3 the Nominee shall comply with an Investor Direction as soon as is reasonably practicable and in any event within 2 Business Days of receipt of the Investor Direction.

- 9.3 The Nominee reserves the right to delay the implementation of an Investor Direction in the event that in its reasonable opinion the Nominee requires:
- 9.3.1 further instructions from the Investor in order to comply with it;
 - 9.3.2 confirmation that the Investor Direction is compliant with any applicable law or regulation; or
 - 9.3.3 confirmation that the Investor Direction has been validly made.

10. **COMMUNICATION**

- 10.1 The Nominee will communicate with the Investor by way of letter, email, telephone, Portal or any combination of the above at the address or number last given to the Nominee by the Investor. The Nominee will assume that the Investor is willing to be contacted via email.
- 10.2 If the Investor requires confidentiality through email encryption or has specific preference for methods of communication, the Investor must inform the Nominee of this.
- 10.3 The Nominee, its Investors or its directors shall only act in relation to the Shares on instructions received from the Investor through the Portal.
- 10.4 The Nominee reserves the right to refuse to act in accordance with any instructions where the instructions require clarification, are contradictory to the provision of the Services, conflict with the Nominee's duties as trustee, council member, director, officer or shareholder, or conflict with the laws of Guernsey.
- 10.5 The Nominee may record or monitor telephone calls and electronic communications between the Investor and the Nominee solely for the purposes of training, identity verification, checking instructions and ensuring that the Nominee is meeting its service standards and regulatory obligations. Such recordings shall be processed in accordance with Data Protection Law and shall not be kept longer than necessary. In the case of dispute, these recordings may be used as evidence.

11. **FEES, BILLING AND DISBURSEMENTS**

11.1 Fees

Subject to clause 11.2, the Nominee will charge the Company a fee for the Services.

11.2 Disbursements and expenses

The Nominee reserves the right in its absolute discretion to charge the Company for its reasonable administrative costs and expenses caused by the Investor's delay or default including (but not limited to) by way of failure to maintain the accuracy of his/her due diligence information or in causing the Nominee to be obliged to reprocess payments due to the Investor. All payments due under this clause 11.2 shall be charged to the Company.

12. **INVESTOR DUE DILLIGENCE**

- 12.1 The Nominee is subject to Guernsey's anti-money laundering and anti-terrorism funding legislation and as a result will not transact business for an Investor or provide any of its Services until such time its Investor due diligence has been completed to its satisfaction. Should the Nominee be required to update its Investor due diligence at any time, the Nominee shall have the right to suspend the provision of any of its Services to the Investor until satisfactory updated Investor due diligence is provided to the Nominee.
- 12.2 The Nominee reserves the right to terminate its relationship with the Investor if the Nominee's due diligence requirements have not been completed or are not maintained to the satisfaction of the Nominee within a reasonable period from the date of request by the Nominee for any document or information required to satisfy its due diligence procedures.
- 12.3 In the event that the relationship between the Nominee and the Investor is terminated, for reasons stated in clauses 12.1 and 12.2, any funds (after the retention by the Nominee of any fees due under clause 11.2) that are held at the date of such termination shall be returned only to an account with a regulated financial services institution held in the name of the Investor, or if deceased, to his/her estate or if the Investor is a trustee to an acceptable successor trustee, or to the trust's beneficiaries and at the discretion of the Nominee.
- 12.4 The Nominee must be satisfied with the source of any funds received and will not accept monies unless so satisfied.
- 12.5 It shall be the responsibility of the Investor to keep their due diligence documentation up to date through the Portal.

13. **DEATH OF INVESTOR**

- 13.1 Subject to clause 13.2, in the event of the death of the Investor, the Nominee will hold the Shares for the benefit of the Investor's estate. The Investor's estate's legal representatives shall be obliged to provide the Nominee with the original or certified copy grant of probate or letters of administration prior to the Nominee administering the Shares in accordance with the wishes of the legal representatives of the Investor's estate.
- 13.2 In default of the Nominee receiving the original or certified copy grant or probate or letters of administration pursuant to clause 13.1 within 1 year of the Investor's death, the Nominee shall arrange for the Shares to be transferred as the Company shall direct.

14. **TERMINATION**

- 14.1 This Deed may be terminated by any other party at any time whereupon the Nominee will dispose of the Shares in accordance with the Investor's written instructions (provided that any instructions are in accordance with the provisions of the terms and conditions set out in the Application Agreement and the Articles) or as otherwise required by the Articles and/or the Application Agreement.

15. **NOTICES**

15.1 A notice under or in connection with this Deed shall be:

15.1.1 in writing and in English; and

15.1.2 delivered by hand (which shall, for the avoidance of doubt, include delivery by courier) or sent by post (or by air mail post if overseas) or sent by electronic means to the party due to receive the notice to a relevant address referred to in clause 9.2 (or such substitute address as a party may notify in writing to each of the other parties, provided that such notification shall be received before the notice was despatched).

15.2 For the purposes of this clause 9, a notice shall be sent to the recipient at their address mentioned above or such other address as may be signified in writing from time to time.

15.3 Unless there is evidence that it was received earlier, a notice given pursuant to clauses 9.1 and 9.2 is deemed to have been given to, and received by, the recipient if:

15.3.1 delivered by hand, on the day it was left at the address referred to in clause 9.1 and 9.2;

15.3.2 sent by first class post from an address within the United Kingdom to another address within the United Kingdom, on the next Business Day after posting;

15.3.3 sent by pre-paid airmail post between different countries, on the third Business Day after posting it; and

15.3.4 sent by email, two hours after it was sent.

15.4 A post office certificate of posting for a properly addressed and stamped envelope containing the notice is conclusive evidence that the notice was so sent or supplied.

16. **JURISDICTION**

16.1 This Deed shall be governed by and construed in accordance with the laws of England and the parties hereby irrevocably submit to the exclusive jurisdiction of the courts of England in respect of any claim, dispute or difference arising out of or in connection with this Deed.

17. **COUNTERPART**

17.1 This Deed may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same agreement. Delivery of a counterpart of this Deed by e-mail attachment or telecopy shall be an effective mode of delivery. In relation to each counterpart, upon confirmation by or on behalf of a party that such party authorises the attachment of its counterpart signature page to the final text of this Deed, such counterpart signature page shall take effect, together with such final text, as a complete authoritative counterpart.

18. **MISCELLANEOUS**

- 18.1 No party shall (nor shall purport to) assign, transfer, charge or otherwise deal with all or any of its rights and/or obligations under this Deed nor grant, declare, create or dispose of any right or interest in it in whole or in part (otherwise than pursuant to a transfer of the Shares (or any beneficial interest therein) in accordance with the terms of the Articles, the Application Agreement and this Deed or any applicable law).
- 18.2 A person who is not party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.
- 18.3 No waiver by a party of a failure by any other party to perform any provision of this Deed operates or is to be construed as a waiver in respect of any other failure whether of a like or different character.
- 18.4 No amendment of this Deed shall be valid unless it is in writing and duly executed by all parties to it.
- 18.5 Each of the provisions of this Deed is severable. If any such provision is held to be or becomes invalid or unenforceable in any respect in any jurisdiction it shall have no effect in that respect, and the parties shall then use all reasonable efforts to replace the invalid or unenforceable provision by a valid provision the effect of which is as close as possible to its intended effect as possible.
- 18.6 The Nominee will hold and process data relating to you (including personal data) in relation to and as a consequence of your acquisition and holding of the beneficial interest in the Shares and will do so in accordance with the Nominee's privacy notice, a copy of which can be found at [Privacy Notice | ZEDRA](#)

IN WITNESS WHEREOF this Deed has been executed and delivered as a deed on the date stated at the beginning of this Deed.

EXECUTED as a **DEED** by the **INVESTOR**:

Signature:.....

In the presence of:.....

Name (in BLOCK CAPITALS):.....

Signature of witness:.....

Address:.....

.....

.....

EXECUTED as a **DEED** by
ZEDRA TRUST COMPANY
(GUERNSEY) LIMITED acting in its
capacity as nominee by two
authorised signatories:

Authorised Signatory

Authorised Signatory