

Share Exchange Application Form

Notes to help you

Please use black ink and write in CAPITAL LETTERS or tick as appropriate. Any corrections must be initialled. Please do not use correction fluid as this will invalidate your application.

By completing this form you give Stocktrade the authority to arrange and make the sale of your "securities" (stocks and shares) on your behalf.

The notes should help but if you have any questions or if you would like help in completing the form, ask your Financial Adviser.

Your Financial Adviser should read the terms set out in Section G and then complete and sign Section E.

If the proceeds of the share exchange are to be transferred to the trustees of an existing trust, please ensure you also complete the Share Exchange Letter of Authority (DPBF10008).

When not to use this form

You should not complete the form if your securities fall into one of the following categories:

- › unit trusts
- › OEICs

Prudential International's Share Exchange is designed primarily to enable the sale of stocks and shares listed and held in the name of the investor on the London Stock Exchange. Please contact Stocktrade on 0131 240 0411 should you wish to sell other securities, including:

- › securities held in the name of a nominee (e.g. your bank)
- › bearer shares

Although we will probably still be able to accept these securities, it may be necessary to amend the standard process. It cannot be guaranteed that standard settlement times will be met for such transactions. In the case of shares held by a nominee, they may make charges for transferring out and these will be payable by you.

Please ensure you have received and read Stocktrade's Order Execution Policy and Conflicts Policy before you complete this form.

Section B

Please provide details of the securities you want Stocktrade to sell on your behalf. In the first column you should tell Stocktrade how many securities to sell (eg a specific number of securities). The information needed for the second column is on your securities certificate(s).

Number of shares to be sold	Full company name and/or full title/type of security	Expected valuation	Minimum sale price (if required)
Eg 1000	Treasury stock 2003 8%		

Section C – "Cash-back" facility

If you would like to retain part of the sale proceeds as cash, please complete this section. Your payment will be made directly to your nominated bank or building society account below. Please ensure that they are able to receive direct credit payments. Alternatively, the payment can be made by cheque, for which there is an additional charge of £3.

I/We wish to retain % or £ (maximum 25% of the sale proceeds)

of the proceeds of the disposal of my/our securities detailed in Section B.

Please pay this amount to my/our bank or building society account detailed below.

Or

I wish the payment to be made by cheque.

Name of bank or building society

Address

<input type="text"/>
<input type="text"/>
Postcode

Sort code - - Account number

Roll number (if applicable)

Account name

Section D

Please now complete the schedule of securities and sign where indicated in the presence of a witness. (This form must be signed by every person who is a registered holder of any of the investments listed in this Schedule.) The form must be signed by all those whose names are listed in Section A, in the same order in which they appear. The form should be dated with the day it is signed.

I/We have read and confirm the authority, undertakings and acknowledgments set out in Section A.

I/We request and authorise the sale of the securities listed in Section B on the terms set out in Section F opposite.

I/We acknowledge receipt of Stocktrade's Order Execution Policy and Conflicts Policy and give my/our consent to the Order Execution Policy, particularly to the execution of orders outside regulated markets or multilateral trading facilities where appropriate and to Stocktrade exercising its discretion in respect of the display of limit orders.

For the purpose of carrying the foregoing authority into effect I/we hereby irrevocably appoint Mr Michael Graham, or Mr Graham Swan, or failing him, Mr Craig Dick, or failing him, Mr Greig McNeill, or failing him, Mr Stuart Beck, or failing him, Mr Paul Cairns (hereinafter called 'the Attorneys') to be my/our attorney on my/our behalf to execute or sign any such deed, transfer or other document as may be required and to do any other act, matter or thing which the Attorneys consider necessary or expedient for carrying into effect any of the sales, transfers or other matters authorised hereunder in the same manner and as fully and effectively in all respects as I/we could do if personally present. I/We undertake to ratify everything that the Attorneys shall do or purport to do all under the said Power.

Signed as deed

Signature of person (a)

X

and delivered on date

D	D	M	M	Y	Y	Y	Y
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In the presence of

Signature of witness (not spouse or civil partner)

Full name of witness

Address

Postcode

Signature of person (b)

X

and delivered on date

D	D	M	M	Y	Y	Y	Y
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In the presence of

Signature of witness (not spouse or civil partner)

X

Full name of witness

Address

Postcode

To be valid, the form must be signed by a witness. The witness' personal details must be completed. The witness should not be any of the people, or the spouse or civil partner of any of the people, named in Section A.

Section E

Name of Financial Adviser (introducer)

Address

Postcode

Telephone number (in case we need to contact you)

I/We agree to the terms set out in Section G of this form.

Signed (by or on behalf of the Financial Adviser)

Date

D	D	M	M	Y	Y	Y	Y
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Name

Section F – Customer terms and conditions

1. This service is provided by Stocktrade, 81 George Street, Edinburgh EH2 3ES, by arrangement with Prudential International, to you, the customer. Stocktrade is a division of Brewin Dolphin Limited, incorporated in England and Wales under number 2135876, whose registered office is at 12 Smithfield Street, London, EC1A 9BD ("Brewin Dolphin"). Brewin Dolphin is authorised and regulated by the Financial Services Authority ("FSA"), whose address is 25 The North Colonnade, Canary Wharf, London E14 5HS. Brewin Dolphin is entered on the FSA Register with registration number 124444 and is a member of the London Stock Exchange.
2. Stocktrade ("we" or "us") will provide you with an execution only dealing service for the sale of shares ("the Service"). The nature of the Service will mean that we will not advise you about the merits of a particular transaction and we will not be required to ensure that the transaction is appropriate for you. We have no obligation to advise you on any matter affecting the suitability or appropriateness of any non-complex product.
3. We will provide you with a summary of our Order Execution Policy which describes the factors we will take into account and the way in which we will deal with your order when executing bargains on your behalf. By giving us an instruction to deal you acknowledge your receipt of and give your express consent to your order(s) being carried out in accordance with that policy.
4. We will also provide you with a summary of our Conflicts Policy which describes our approach to handling conflicts which we may have when acting for our clients. We deal with conflicts on a case by case basis but the policy sets the general framework within which we usually operate. Both policies can be found on our website at www.stocktrade.co.uk.

How to use this service

5. To sell shares, please read and complete Sections A to D of the Share Exchange Application Form ("the Application Form") and sign where indicated. If you have been referred to the service by a Financial Adviser, your Financial Adviser should complete Section E of the Form.
6. Once completed and signed where appropriate, you should send (or, if applicable, allow your Financial Adviser to send) the Application Form together with the relevant share certificates and your bond Application Form to Prudential International, Stirling, FK9 4UE ("Prudential International").
7. You warrant that you are the legal and registered owner of the shares you instruct us to sell and that the same are free of any charge, mortgage or rights of any third parties.
8. Where you have appointed a Financial Adviser in Section E of this Application Form, you warrant that the Financial Adviser has your authority to deal with us on your behalf and that any instruction or communication we receive from that financial adviser fully and accurately reflects your own instructions. You acknowledge that we are entitled to rely on any information and carry out any instruction provided by the Financial Adviser on your behalf unless or until you, or the Financial Adviser, notify us in writing to the contrary.

Instructions to deal

9. Orders placed by you through the service will be executed as soon as reasonably practicable following our receipt and, usually, on the date of receipt, provided that date is a business day.
10. We shall take all reasonable steps to obtain the best result for you at the time of sale. We refer you to our Order Execution Policy for further details of the factors we take into account when executing your order(s).
11. Transactions may be aggregated with those of other customers for execution. On some occasions, this may result in a more, or less, favourable price than might have been achieved had an individual order been executed separately.
12. We may, at our absolute discretion and without giving reasons, decline to accept any particular instruction or order. We will not be liable for any loss or expense incurred if we are unable to accept or carry out your instructions or orders for whatever reason or if there is a delay or change in market conditions before the transaction is effected or completed.
13. For the avoidance of doubt, you are responsible for all settlement obligations arising from the instructions passed to us from you or your Financial Adviser.

Cancellation rights

14. Once your order or instruction to sell your shares has been received and accepted by us for execution, you will have no right of cancellation.

Our charges

15. Our commission for the Service will be charged on each shareholding at 0.75% of the value of the shares exchanged, subject to:-
 - a. a minimum charge of £25 per shareholding; and
 - b. a maximum charge of £50 per shareholding,for shares exchanged at a value of up to £25,000. For shares exchanged at a value above £25,000 a charge of 0.1% of the additional value will apply.
16. We shall deduct our charges from the proceeds of sale, together with any applicable duties and levies.

Confirmation of transaction

17. You will be sent a contract note setting out the price, the charges, the total amount due and the settlement date not later than the business day following the day of the deal being finalised. You should retain this for tax purposes. If, subject to market conditions, a deal takes place over several days, you will not receive a contract note until all deals have been completed.

Section F – Customer terms and conditions – continued

Proceeds

18. The net proceeds of the sale(s), less any amount requested as "cash-back" under Section C of the Application Form, will be remitted to Prudential International for allocation to your selected investment or product with Prudential International, unless you have instructed and we have agreed to send those proceeds directly to you.
19. The share certificates representing any shares that are not sold will be returned to you or your Financial Adviser by us, on the day of receipt.
20. The amount of the sale proceeds which you have requested as "cash-back" under Section C of the Application Form will be remitted to you by BACS to the bank or building society account specified in the said form. Alternatively it may be remitted by cheque with an additional charge of £3.

Providing you with a market price

21. In the unlikely event that an incorrect bargain price is reported to you, either when a bargain is confirmed or when the contract note is issued, we shall be entitled to issue a revised contract note at the correct price. In those circumstances you undertake to pay or reimburse us for any shortfall and we undertake to pay you the amount of any overpayment in respect of the correct price.

Dividend, rights and bonus

22. If, after a sale instruction for stocks or shares, a dividend is payable or other right, bonus or other entitlement is given to which you are not entitled, you agree to forward these to us promptly on demand.

Document delivery

23. We are not responsible for the delivery to Stocktrade of any documents of title, duly signed Application Forms, or other documents necessary to effect the sale of shares. Unless we have recorded receipt by registered mail we will accept no responsibility for documentation lost in transit to our office.
24. Delayed delivery of relevant documents from you or your Financial Adviser to us may result in delayed settlement of any sums due to you or the incursion of extra charges for which you will be liable.
25. Any correspondence and/or documents of title are dispatched to you or, where applicable, to your Financial Adviser by post or courier to the address specified by you in the Application Form and at your sole risk. Other than where specified, we shall have no responsibility for any failure in delivery to you or from you on the part of the postal system. We will accept no responsibility for any non-delivery where our records show the certificate has been dispatched.

Our liability

26. We will take reasonable care in providing our services to you. We shall not be responsible for loss suffered by you except to the extent that such loss is as a result of our negligence, wilful default or fraud. You may also have rights against us under the regulatory system which applies to us under the Financial Services and Markets Act 2000 (including the rules contained within the FSA Handbook) and we do not seek to exclude or limit our duties or liabilities under the regulatory system. Your rights under the regulatory system or any other statutory rights you may have are not affected in any way by these terms. For further information about these rights you can contact your local authority Trading Standards Department or Citizens Advice Bureau. The FSA website www.fsa.gov.uk also has a consumer section.
27. Nothing in these terms shall be read as excluding or restricting any liability we may have for fraud or fraudulent misrepresentation, or for death or personal injury caused by negligence.

Your obligations

28. You agree that if we bear any claims, demands, liabilities, losses, expenses or costs (including costs of any third party) as a result of:
 - a. acting on your instructions;
 - b. signing documents on your behalf with your consent;
 - c. anyone else claiming to be entitled to investments which form part of your portfolio(s), including, without limitation, any such party who claims to have had any interests in investments bequeathed to him; and/or,
 - d. material breach by you of these terms

then you will be responsible for paying to us their full amount (this is known as "indemnifying" us). These costs and expenses include but are not limited to commissions, transfer and registration fees and taxes attributable to you.

Force majeure (unforeseen events)

29. We shall not be liable to you if we cannot perform our obligations by reason of any cause beyond our reasonable control, which could include but is not limited to any act of God, fire, act of Government or supranational bodies or authorities or state, war, civil commotion, insurrection, act of terrorism or threat thereof, embargo, industrial dispute, inability to communicate with market makers for whatever reason, unanticipated dealing volumes, failure of any telecommunication, computer dealing or settlement system, prevention from or hindrance in obtaining any energy or other supplies, labour disputes of whatever nature, late or mistaken delivery or payment by any bank or counterparty or any other reason beyond our reasonable control. If any event of this kind occurs, we will take such steps as are reasonable and practicable in the circumstances with a view to minimising the effect on our customers.

Section F – Customer terms and conditions – continued

Client protection

30. We are covered by the Financial Services Compensation Scheme.
31. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. Most types of investment business are covered for 100% of the first £50,000, with a limit of £50,000 per defaulting company.
32. Information about compensation arrangements is available from the Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, Portsoken Street, London E1 8BN.
33. Brewin Dolphin has taken care to ensure the quality of its insurance programme. We have in place specific cover via the Securities Industry Policy Scheme to provide us with protection to its maximum limit of £20 million for any one claim in respect of losses arising out of fraud, misappropriation or theft of any client's assets in our custody and control, which includes both cash and securities. As a further safeguard we have topped up this cover to give us a current total insured limit of £60 million.

Complaints

34. You should contact us immediately if you are dissatisfied in any way with any aspect of your account or our services.
35. If after speaking to us the matter is not resolved to your satisfaction then we will send you a copy of our complaints procedure. You can at any time write to our Compliance Officer at Brewin Dolphin Limited, 12 Smithfield Street, London EC1A 9BD. A complaint can be made in writing, by telephone, by fax, by email or in person.
36. We treat any complaint very seriously and aim to resolve a complaint fairly and promptly. We have an independent Client Services department which will investigate and deal with your complaint in accordance with our procedures. We hope to resolve all complaints amicably, however, should we be unable to resolve any matter between us you can subsequently direct your complaint to the Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London E14 9SR. There is, however, a statutory time limit for you to refer the matter to the Ombudsman, which is within 6 months of your receiving our final decision letter.

Data protection

37. We comply with the Data Protection Act 1998 ("DPA") which governs how we may use your personal information and provides you with certain rights in respect of your data.
38. In order to provide the services under this agreement, we may process personal information which you have supplied to us or which has been supplied by a third party relating both to you and to other individuals, such as your spouse. You confirm that you have obtained their prior consent to provide this information to us and for us to process it in order to provide our services. Records of your personal information will be held in accordance with the DPA and shall not be kept for longer than is necessary.

39. You confirm we may use or disclose your personal information for the purposes associated with administering your transactions, recovering a debt and preventing fraud.
40. We will keep your personal information confidential and only disclose it to our agents, business partners and contractors for the purposes associated with administering your transactions, to regulatory authorities, stock exchanges, clearing houses, share registrars, statutory and government bodies, and to persons who provide us with services in connection with credit checking and to anti-fraud controls. We may also disclose it by order of a competent court or if the law otherwise permits disclosure.
41. We may pass on personal information about you to parties who may be based outside of the EU, in countries which do not have the benefit of equivalent data protection legislation. Before doing so we will require in our contract with other parties that they put into place equivalent safeguards provided under EU law to protect your personal data.
42. You have the right to obtain a copy of the information we hold about you by writing to the Data Protection Officer at Brewin Dolphin Limited, 12 Smithfield Street, London EC1A 9BD. We reserve the right to charge the statutory fee in accordance with the DPA for providing this information.

Tax advice

43. We are not tax experts and will not provide you with advice on taxation laws and your personal tax position under this agreement. We strongly advise you to understand the tax consequences of using our services and take professional advice. We do not accept liability for any adverse tax consequences which may result from your use of the services we provide to you under these terms, unless they result from our negligence, wilful default or fraud.

Governing law

44. This Agreement shall be governed and construed in accordance with the laws of England and Wales. Each party submits to the non-exclusive jurisdiction of the English Courts.

Section G – Terms of business with Financial Advisers ("Introducers")

Scope

1. The Introducer provides professional and/or investment services and wishes to add to the range of services provided to its client by introducing them to Stocktrade for the provision of dealing services pursuant to this share exchange arrangement with Prudential International ("the Arrangement"). The client introduced to Stocktrade by the Introducer under the Arrangement ("the Customer") will become a direct customer of Stocktrade, though the Introducer will continue to provide other services to the Customer.

Basis of services

2. Stocktrade and the Introducer agree that:
 - a. Stocktrade does not provide dealing services to the Introducer and accordingly the Introducer is not a regulatory client of Stocktrade;
 - b. Stocktrade contracts with the Customer on the terms and conditions at Section F;
 - c. Stocktrade is responsible solely to the Customer for the provision of its services pursuant to the Arrangement. Stocktrade shall have no liability of any kind to the Introducer arising out of or in connection with the provision of services under the agreement to any Customer.
 - d. Neither Stocktrade nor the Introducer is the agent of the other party and neither has the right to bind the other, or to make any representations on the other's behalf.

Position of Introducer

3. The Introducer warrants, represents and undertakes to Stocktrade that by referring the Customer to Stocktrade through the Arrangement the Introducer does not contravene any law, regulation or rule applicable to it.
4. Stocktrade may receive applications and instructions from, and otherwise deal with the Introducer on behalf of the Customer. The Introducer warrants, represents and undertakes that any instruction or communication by the Introducer on behalf the Customer is authorised by the Customer and will fully and accurately reflect the Customer's instruction.

Verification of identity

5. In respect of each Customer referred to Stocktrade under the arrangement, the Introducer confirms that:
 - a. if carrying out business within the jurisdiction of the Republic of Ireland, the Introducer has carried out verification of identity procedures and identified source of funds in accordance with Directives 91/308/EEC and 2001/97/EC and, where applicable, the Criminal Justice Act 1994 (Ireland) and any additional or substitute legal requirements as amended, extended or replaced from time to time and will comply with applicable EU/Financial Action Task Force (FATF) anti-money laundering rules and regulations; or
 - b. if carrying on business within the jurisdictions of the United Kingdom of Great Britain and Northern Ireland, the Introducer has carried out verification of identity

procedures and identified source of funds in accordance with the Money Laundering Regulations 2007 as amended, extended or replaced from time to time and will comply with applicable EU/Financial Action Task Force (FATF) anti-money laundering rules and regulations, all hereafter referred to as the Money Laundering Regulations; and

- c. upon request, the Introducer will supply Stocktrade or Prudential International with evidence of such verification.
 - d. The Introducer has taken measures to ensure that Customers are not individuals or institutions who appear on the applicable sanctions lists of suspected, or known, terrorist organisations, and are not persons against whom the EU or UN have imposed sanctions.
6. The Introducer shall undertake its own identity verification of all Customers referred under the arrangement and shall not use or rely on any Certificate of Confirmation of Identity supplied by a third party as evidence of verification.

Governing law

7. This Agreement shall be governed and construed in accordance with the laws of England and Wales. Both parties submit to the non-exclusive jurisdiction of the English Courts.

Registered names

All the securities you include on an Authority for Share Exchange form must have been registered in the same name or names.

If some of the securities are registered in different names, you will need to obtain and complete a separate form for each separate group of securities (eg if two share certificates are registered in the name of "Mr and Mrs A Customer", and one is in the name of "Mr A Customer", you will have to complete two forms – one for each group of shares).

You will also need to complete separate forms if joint holdings are registered in a different order – e.g. "Mr A and Mrs B Customer" on one share certificate, but "Mrs B and Mr A Customer" on another. You can obtain these forms from your Financial Adviser.

Extra information you want to give

It is important that you do not write anything on the form except the information requested. If you need to give any additional information or instructions or have questions, please use a separate piece of paper. If you run out of space when listing your shares, you will need to obtain another form.

Alterations to the form

Any alterations or corrections you make on the form must be initialled by you and anyone else named in Section A of the form.

Where to send the form

Please send the completed form with the relevant share certificates and your bond application form to Prudential International, Stirling, FK9 4UE. Alternatively, you may wish to give the completed form and share certificates to your Financial Adviser who will forward these to Prudential International on your behalf.



www.pru.co.uk/international

The registered office of Prudential International is in Ireland at Montague House, Adelaide Road, Dublin 2. Prudential International is a marketing name of Prudential International Assurance plc. Registration No. 209956. Telephone number + 353 1 476 5000. If the Company should become unable to meet its liabilities, the Financial Services Compensation Scheme will protect eligible policyholders habitually resident in the UK when their contract starts, with effect from 1 December 2001. This protection does not extend to externally-linked investments. Prudential International Assurance plc is authorised by the Central Bank of Ireland and is subject to limited regulation by the Financial Services Authority for UK business. Details on the extent of our regulation by the Financial Services Authority are available from us on request.