# APPENDIX C — TERMS AND CONDITIONS

## 1. Your Application

- 1.1 You cannot withdraw your application for shares after we receive your application form.
- 1.2 Your application may not be accepted and it may not be possible to allocate you all or any of the shares that you requested.
- 1.3 Your application will be considered for approval at the first DVCE-CP Directors' meeting after the share offer has closed. Therefore, you should not expect an immediate response.

#### 2. Your Promise to Us

- 2.1 You, as an individual, are at least 16 years of age.
- 2.2 You have authority to sign the application form. If you are signing it for another person or on behalf of an organisation, you will provide the Directors with evidence of your authority to sign if they ask to see it.
- 2.3 You will supply us with proof of your identity and address if the Directors ask for it. We may need to do this to comply with the Money Laundering Regulations 2007; the Directors may have to hold back your shares until they see this.
- 2.4 You are not relying on any information or representation which is not included in this document in deciding to invest.
- 2.5 You will be bound by the rules of DVCE-CP Ltd. If the Directors issue shares to you.

### 3. Your Payment

- 3.1 The Directors will acknowledge receipt of your payment and application within 14 days of receipt. DVCE-CP will hold your money on trust for you until your application is considered.
- 3.2 If your application for shares is unsuccessful, your money will be returned within 28 days of the Board of Directors' meeting at which share allocations to applicants are decided. If fewer are issued to you than you applied for, they will return the balance to you within 28 days of that Board of Directors' meeting.
- 3.3 The money will belong to DVCE-CP as soon as shares are issued to you (to the extent that they take it as payment for shares).
- 3.4 DVCE-CP will not pay you interest on any money it returns to you. In the event of DVCE-CP ceasing to trade, shareholders can be repaid up to a maximum of £1 for every £1 share owned once all creditors have been repaid in full. However, you could lose some or all your investment if the Society ceases to trade.

#### 4. Your Shares

- 4.1 Shares are non-transferable (except as defined in paragraph 4.2).
- 4.2 In the event of the death of a shareholder, the value of the shares will be paid to the estate of the deceased (subject to sufficient funds being available and Directors' approval). Alternatively, shares can be transferred in accordance with instructions in their will.
- 4.3 Applications can be made to withdraw shares and payment will be made within three months. However, if there are insufficient funds, the Directors reserve the right to suspend withdrawals and delay such requests until sufficient funds are available.