

## HYBRIDAN STANDARD TERMS & CONDITIONS

### 1 WHO WE ARE

Hybridan LLP (“Hybridan”) is a limited liability partnership registered in England and Wales with a company number OC325178. The LLP’s Registered Office is 2 Jardine House, The Harrovia Business Village, Bessborough Road, Harrow, Middlesex, HA1 3EX. Hybridan LLP is authorised and regulated by the Financial Conduct Authority FCA FRN 464113. Hybridan is a Member of the London Stock Exchange, LSE Member Mnemonic: HYLLGB21 and its LEI is 213800EF56WXNQPZDD73. Hybridan is an AQSE Corporate Adviser and AQSE Broker. Hybridan is a member of the Quoted Companies Alliance.

### 2 CONFIDENTIALITY AND PRIVACY

Confidentiality is paramount to HYBRIDAN’s business. This shall not apply to any information which is required to be disclosed by HYBRIDAN (or any of its affiliates) by law, any court of competent jurisdiction or any competent, judicial, governmental or regulatory body.

Except to the extent that disclosure is required by law or regulation, we will keep your affairs and the information we receive from you confidential and will not disclose it to third parties without your permission.

We may engage third parties to undertake due diligence, searches, printing, and other support services. We will always seek a confidentiality agreement with outsourced providers.

Where you notify us that information you pass to us is "inside information" within the meaning of section 118C Financial Services and Markets Act 2000, as amended, we will maintain an insider list in respect of that inside information. We have a separate **Privacy Policy** which is on our website at [www.hybridan.com](http://www.hybridan.com) and always fully available.

We have a separate **Confidentiality Policy** in addition to our public Privacy Policy which our staff are subject to.

### 3 ELECTRONIC COMMUNICATION AND ELECTRONIC DATA ROOMS/DATA STORAGE

When using electronic modes of communication, we take reasonable precautions to preserve confidentiality. However, we cannot guarantee it and you accept that we cannot be held liable for any breaches of confidentiality which may occur as a result of electronic communications with us. You also accept the inherent risks associated with electronic communications (including that messages are not encrypted and are not secure). If you prefer not to use electronic communications on any particular matter, please let us know.

Although our computers are loaded with virus protection software and we take measures to reduce the risk of viruses on our computers, we are not responsible for any loss or damage caused to you or your computer system directly or indirectly as a result of electronic communication with us.

We may provide a web-based electronic data room and document storage/access facility. Although we seek confidentiality undertakings from the external service provider and relevant third parties covering information placed in it, information may be stored on servers abroad and under the control of the service provider and we cannot guarantee any person’s compliance with those undertakings.

We have a separate **Acceptable Use of Technology Policy** which our staff refer to.

## 4 CONFLICTS OF INTERESTS

HYBRIDAN is engaged in a wide range of investment business. This may give rise to situations where HYBRIDAN under the Financial Conduct Authority Handbook or under the general law may have interests, relationships and/or arrangements which conflict with each other; and/or may have other clients whose interests conflict with those of the Company; (each such interests being a Conflict of Interest).

It is HYBRIDAN's policy in either case, in providing services to its clients, to do so on a consistent basis thus ensuring, so far as is practicable, that all clients are treated in a fair and equal manner.

The employees of HYBRIDAN assigned to the Engagement may (due, for example, to an Information Barrier) be oblivious to, and in any event are required to disregard, any Conflicts of Interests and the Company agrees that HYBRIDAN may act for it despite any Conflicts of Interests and that any profit or remuneration from such interests may be retained by HYBRIDAN.

HYBRIDAN has a separate **Conflicts of Interest Policy** which is on its website at [www.hybridan.com](http://www.hybridan.com) and available on request also.

## 5 CLIENT MONEY

HYBRIDAN is not authorised by the Financial Conduct Authority to hold client monies.

## 6 CLIENT TAKE ON PROCEDURES

For the protection of our clients and in order to comply with our professional obligations, we operate a money laundering reporting procedure. We are required by law to check your identity and in some cases the identity of people connected with you. In order to verify the information you provide we may make searches about you with an electronic search provider or fraud prevention agency. We will ask you to supply at least two original documents of confirmation of your identity and address, which we will use along with any electronic searches we may perform. Any documents provided to us will be recorded and copied for audit purposes as part of our anti money laundering requirements and due diligence. In certain circumstances we may have an obligation to reveal information to the appropriate authorities in relation to any suspicion of money laundering.

Our profession imposes a strict duty upon us to make a report to the National Crime Agency (NCA) if we know or suspect, or have reasonable grounds for suspecting, that any person has entered into, or proposes to enter into, any arrangement which facilitates the acquisition, retention, use, control, concealment or conversion of criminal property by or on behalf of another person.

The law obliges us to make such reports in a way which will not provide the suspected person with information which will warn them of an investigation which is either in progress or likely. We are obliged not to inform anyone of the fact of a report having been made. We may be required to suspend work on the matter in question pending receipt of consent from the NCA.

HYBRIDAN may make such enquiries and obtain such references as it may consider necessary to fulfil its statutory obligations under the Anti-Money Laundering legislation.

## 7 BRIBERY AND ANTI-CORRUPTION

HYBRIDAN warrants and undertakes that it is not and has not at any time engaged in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 or any similar or equivalent legislation in any part of the world.

Neither the LLP nor any of its Associated Persons is or has been the subject of any investigation, enquiry or enforcement proceedings by any governmental, administrative or regulatory body or any customer regarding any offence or alleged offence under the Bribery Act 2010 and no such investigation are threatened or pending and there are no circumstances likely to give rise to any such investigation, enquiry or proceedings.

## 8 QUERIES AND COMPLAINTS

At Hybridan, each of our customers is important to us, and as a regulated firm we believe you have the right to a fair, swift, and courteous service at all times.

In the event of any complaints, you should inform HYBRIDAN in writing of the details of the complaint, which will be investigated and a reply provided as soon as possible and any appropriate remedial action taken.

We always endeavour to offer the best possible service but we recognise that sometimes clients might feel disappointed and we fall short of the expected standards.

If you are dissatisfied with the service you have/have not received you should, in the first instance, try to resolve your dissatisfaction with your normal contact at Hybridan or if you prefer to the Managing Partner, Claire Louise Noyce at [claire.noyce@hybridan.com](mailto:claire.noyce@hybridan.com) or 0203 764 2341.

Hybridan will try to resolve your complaint by close of the third business day from receipt. We will send a prompt written acknowledgement of your complaint and investigate your dispute competently, and diligently.

If we are unable to provide you with a final response within this time frame, we will write to you explaining why and advise you when you can expect a final response.

## 9 DATA PROTECTION

We are registered under the Data Protection Act 2018 (the DPA). In order to keep our clients advised of our services or matters which affect their businesses we have a database on which your business and contact details are maintained. This enables us to inform you about matters that may be of interest to you, to carry out our services, and to comply with our regulatory obligations, among other things. The information which we hold may be accessed by or given to our staff and third parties who are providing services to us or to you. This may involve the transfer of personal data about you to other countries, some of which are outside the European Economic Area. You have a right of access under the DPA to the personal data that we hold about you in exchange for payment of a fee.

You shall take such Technical and Organisational Security Measures to protect Personal Data processed by the you on behalf of HYBRIDAN against unlawful forms of processing.

Nothing shall prevent either party from complying with any legal obligation imposed by a regulator or court. Both parties shall however, where possible, discuss together the appropriate response to any request from a regulator or court for disclosure of Personal Data.

We have a separate **Data Protection (GDPR) Policy and Procedure** which our staff are subject to.

## 10 TRANSACTIONS

Any transactions undertaken by HYBRIDAN will be undertaken subject to the rules of the Financial Conduct Authority, including those made under MiFID II, and the rules and customs of the exchange or market and/or any clearing house on or through which such transactions are undertaken, settled or executed. HYBRIDAN has a separate **Order Allocation Policy** which is on its website at [www.hybridan.com](http://www.hybridan.com) and available on request also.

## 11 FORCE MAJEURE

In the event of any failure, interruption or delay in the performance of our services resulting from acts, events or circumstances not reasonably in HYBRIDAN's control, including, but not limited to, industrial disputes, acts or regulations of any governmental or supranational bodies or authorities, breakdown, failure or malfunction of any telecommunications or computer services, HYBRIDAN will not be liable or have any responsibility of any kind for any loss or damage incurred or suffered by the Company or any Associated Person of the Company as a result thereof.

## 12 RECORDING OF TELEPHONE CONVERSATIONS

Telephone conversations are recorded by HYBRIDAN. Such recordings shall be conclusive evidence of all such conversations. HYBRIDAN may act upon telephone instructions before receipt of any written confirmations. Telephone records are kept in accordance with the FCA handbook.

## 13 LEGAL AND REGULATORY REQUIREMENTS

HYBRIDAN complies with all applicable laws and regulatory requirements and procures that its directors, officers, employees and suppliers do the same.

Hybridan LLP is committed to conducting its business with honesty and integrity and expects all staff to maintain high standards in accordance with the policies and procedures at all times and encourages any employee with a serious concern about any aspect of the Partnership's dealings to come forward and voice those concerns. Hybridan LLP will not tolerate any harassment, victimisation or other unfavourable treatment directed towards any employee because of their decision to raise a concern. Please contact us if you would like us to send you a copy of our **Public Interest Disclosure (Whistleblowing) Policy and Procedure** which our staff refer to.

HYBRIDAN ensures that every announcement, public statement, or other material issued made or published it or on its behalf in will comply with all applicable statutory legal and regulatory provisions.

In carrying out its obligations to its clients, HYBRIDAN is also subject to (as well as the range of applicable laws) a number of rules and regulations and the requirements of a number of regulators. HYBRIDAN will always take all steps which HYBRIDAN considers to be necessary to comply with the laws, rules and regulations applicable to HYBRIDAN.

14 **EQUALITY AND DIVERSTIY**

We are committed to promoting equality and diversity in all of our dealings with clients, third parties and employees, and have an equality and diversity policy. Please contact us if you would like us to send you a copy of our **Respect and Equality in the Workplace Policy and Procedure** which our staff refer to.

HYBRIDAN takes matters of health and mental health seriously at work. We have a comprehensive Health and Safety and **Managing Stress at Work** which our staff refer to.

15 **GENERAL**

Our relationship will be governed by English law and will be subject to the exclusive jurisdiction of the English courts.