



Thomas Grant & Company Ltd

Terms of Business

1. Our Particulars

The full name of our firm is Thomas Grant & Company Limited and our principal place of business for the purposes of this agreement is 40a Friar Lane, Leicester, LE1 5RA. We are members of The London Stock Exchange and are authorised and regulated by The Financial Conduct Authority ("FCA").

The Terms of Business ("Terms") set out below, apply to all transactions entered into by us with or for you as a Retail client unless we have specifically agreed otherwise in writing.

The language used for these Terms and any other communications will be English.

2. The Services We Will Provide

These Terms of Business will apply to the regulated activities on an execution-only basis that we are permitted to engage in under Part IV of the Financial Services and Markets Act 2000 which include: –

Simple products

- shares admitted to trading on a regulated market
- money market instruments, bonds or other forms of securitised debt including government and public securities
- units in collective investment undertakings, and ETF's (Exchange Traded Funds)

Complex products

- debentures
- contracts for differences, spread bets and securitised derivatives
- rights to or interests in investments (contractually based investments and securities)
- warrants to subscribe for shares or other securities

If, in our opinion, you do not appear to have sufficient knowledge or experience to deal in the **Complex** product concerned special conditions may be imposed before agreeing to deal.

We may also provide other services if agreed between us for which a supplementary agreement may also be required. We are independent of any provider.

In order to use the Service you must: i) be aged 18 or over; ii) hold a UK sterling bank or building society account; iii) complete and return to us a copy of the signed Application Form, or open your Account by other means we agree to; and iv) satisfy our anti-money laundering and 'know your customer' requirements.

If you are holding or depositing certificates for investments you are selling, you are wholly responsible for confirming the number and type of securities held. When buying investments you must be able to pay the total cost of the purchase at the time we accept your order. Certificates will not be requested from the registrar if your account has a debit balance.

We shall not be liable for any losses suffered through a depreciation in the value of your investments, no matter what the cause, or for any error of judgment or other act or default unless involving negligence, gross misconduct, a breach of the Financial Services and Markets Act 2000 or any regulation made under it, by any Thomas Grant & Company Limited employee.

Clients and securities based overseas

You should be aware that overseas stocks may be subject to different settlement, legal, taxation, and regulatory requirements from those applying in the UK. If you purchase shares registered in the USA, you should be aware that should the Company make a distribution to you i.e. Dividends, you may be liable to a higher level of withholding tax. Should you wish to avoid this, UK citizens will need to complete a W-8BEN form and pay a fee of £100 + VAT per person, this fee is charged by Crest who will hold the shares on our behalf. The W-8BEN provides cover for a 3 year period.

The Foreign Account Tax Compliance Act (FATCA) became effective on July 1, 2014. FATCA is a regulatory reporting requirement for foreign financial institutions on their U.S. client account holders. Thomas Grant and Company Limited comply with the FATCA requirements and are registered on the U.S. IRS website with the FATCA Status "Registered Deemed-Compliant Financial Institution" and our Global Intermediary Identification Number (GIIN) is D6XKSK.99999.SL.826. All U.S. citizens or other U.S. person need to provide us with a W9 form for identification purposes.

3. Acting as Agent/Principal

In carrying out your instructions we may, at our discretion, act as agent or principal. The capacity in which we have acted will be stated on the contract note.

In the event that we, as principal, sell stock to you on extended settlement, we may show an additional charge rather than increase the price at which you purchase shares, which is the usual market practice.

4. Conflicts of Interest

While we do everything we can to avoid a conflict, where this is not possible we make sure we manage any conflicts of interest to avoid any material risk, disadvantage or loss to clients.

When we enter into a transaction for you, we could be:

- matching your transaction with that of another client by acting on his behalf as well as yours;
- buying or selling units in a collective investment scheme where we are the trustee, operator (or an adviser of the trustee or operator) of the scheme;
- buying investments where we are involved in a new issue, rights issue, take-over or similar transaction concerning the investment

How do we manage conflict of interests that might affect clients?

- the nature of our business is non-advisory
- we design reward structures for our employees that are not target-based
- we operate personal account dealing policies for our employees and monitor their accounts.

Please bear in mind that, before publishing research, we, or an associated company, may have acted upon it or made use of information on which it is based.

5. Non-Readily Realisable Investments

We may enter into transactions on your behalf in non-readily realisable investments. These are investments in which the market is limited or could become so. They can be difficult to deal in and it can be difficult to assess what would be a proper market price for them.

6. Off-Exchange Transactions

We may deem it appropriate or advantageous to execute your order outside a Regulated Market or MTF only in accordance with the provisions of our Order Execution Policy details of which are provided separately.

7. Execution of Orders

Our dealings for you will be in accordance with our Order Execution Policy, details of which will be provided separately.

For funds and ETF's you should refer to the relevant prospectus before purchasing. For listed securities you should refer to the relevant announcements.

8. Charges

Our charges will be in accordance with the published rate in effect at the time the charges are incurred. All charges, unless otherwise stated, are exclusive of VAT. Any alteration to these charges will be notified to you at or before the time of the change.

We may share dealing charges with a connected person or other third parties, or receive remuneration from them in respect of transactions carried out on your behalf. Details of any such remuneration will be made available to you on request.

9. Stabilisation

We may deal for you in investments that have been the subject of stabilisation, which is a price supporting process that may take place in the context of new issues. The effect of stabilisation can be to make the market price of the new issue temporarily higher than it would otherwise be. The market price of investments of the same class already in issue, and of other investments whose price affects the price of the new issue may also be affected.

This process is undertaken in order to ensure that the issue of investments is introduced to the market in an orderly fashion, and that the issue price and/or the price of associated investments is not artificially depressed because of the increase in supply caused by the new issue. Stabilisation may only take place for a limited period, and there are limits on the price at which the shares, warrants and depository receipts may be stabilised (although there are no limits in respect of loan stock and bonds).

10. Telephone Calls

We may telephone you to discuss your investments without having been expressly invited by you to make such a call. The ability to telephone you in this way is likely to increase the effectiveness of our services to you, but you should be aware that you will forego certain statutory rights that you might otherwise have entitling you to undo an investment transaction which you enter into as a result of an uninvited call. We will not telephone before 9.00 am or after 9.00 pm unless expressly requested to do so.

In order to assist Thomas Grant & Company Limited in monitoring compliance with the relevant rules of conduct and to avoid misunderstandings, Thomas Grant & Company Limited may make and keep a sound recording of telephone conversations between Thomas Grant & Company Limited and you. These recordings shall be and shall remain Thomas Grant & Company Limited's sole property and will be accepted by you as conclusive evidence of the conversations so recorded. You agree that Thomas Grant & Company Limited may deliver copies or transcripts of such recordings to any court or regulatory authority.

11. Safe Custody/Nominee

Investments within the Account shall at all times following settlement be beneficially owned by you.

Save as detailed in paragraph 21 we will hold investments on your behalf only if we have entered into a nominee or ISA agreement with you.

If we enter into a nominee or ISA agreement with you, your investment holdings will be registered in the name of Thomas Grant & Company Nominees Limited, a wholly owned subsidiary of Thomas Grant & Company Limited, and pooled with those of other clients. Alternatively if we enter into a Crest Sponsored Member agreement with you, your Crest holdings will be registered in your own name and address and non Crest holdings will be registered in the name of Thomas Grant & Company Nominees Limited, a wholly owned subsidiary of Thomas Grant & Company Limited, and pooled with those of other investors. Any or all investments may be held with an eligible custodian.

Thomas Grant & Company Limited shall be liable in the event of loss of a safe custody investment by the fraud, willful default or negligence of Thomas Grant & Company Limited or its employees, representatives or officers. In the event of loss caused by the fraud, willful default or negligence of an eligible custodian appointed by us, we shall remain liable as if such fraud, willful default or negligence had been committed by Thomas Grant & Company Limited.

A fee will be charged at our published rate if you transfer your nominee, Crest Sponsored Member or ISA holdings into your own name or into the name of another nominee company.

12. Rights and Obligations

It is your responsibility to identify any upcoming Corporate Actions before purchasing an investment as we will not provide you with any notifications at the time of purchase. Dividends, interest payments and other entitlements (e.g. scrip dividends) will be collected on your behalf and added to your funds or paid to you. Foreign currency received for your account in relation to your overseas transactions will be exchanged at prevailing market rates at the end of each calendar month unless otherwise instructed by you.

We will monitor all documents and correspondence received from the various companies on your behalf and will refer to you only when decisions are required. We will use reasonable endeavours to carry out any instructions received but if such Instructions are not received in time for us to take timely action we shall not be under any obligation to act upon such instructions and we shall not be under any obligation to exercise conversion and/or subscription rights on your behalf. We will normally:

- not take up any rights issues unless instructed by you to do so
- not exercise any conversion or subscription rights unless instructed by you to do so
- handle all matters relating to capital re-organisations and takeovers
- not use the investments for Thomas Grant & Company Limited account, or the account of another client without prior written consent

Valuations of your holdings will be provided twice a year, unless otherwise agreed in writing. You may request additional valuations and statements at any time for which a charge will be made in accordance with the published rate in effect at the time. Transactions are reported on a trade date basis and the assets will be valued at the closing mid-market price if applicable on the statement date.

If after we have purchased an investment for you, but before you are the registered holder, dividends are payable and other rights conferred, we will claim them on your behalf. You agree to pay us on demand the amount of any dividend or any rights conferred, which you receive after your entitlement has ceased, for example from the sale of shares or units, and additionally return to us any certificates or other documents in evidence of such rights.

13. Settlement

You shall promptly take all action necessary, including the supply of information and return of necessary documents, to enable due settlement of any transaction entered into by us with you or on your behalf.

Funds for any purchase of any investment, in the correct currency for the investment concerned, must be available to us at such time as we may specify. If no time is specified cleared funds must reach us no later than the appropriate settlement day for the particular transaction concerned together with any commissions and charges due in respect of the transaction.

We will credit you on the day the bargain is settled with the full proceeds of the sale of any investment less charges provided that you have delivered to us valid stock transfer forms or documents of title and any documents necessary to transfer title in good order in sufficient time to allow us to settle the transaction.

Payment of fees and charges shall become due on the day they are incurred on your behalf.

It is our normal practice to aggregate all sums due to and from you, including commissions, fees and charges, and pay any net credit to you (if there is a cash balance in your favour) or call any net debit from you (if there is a cash balance in our favour). We may depart from our normal practices at our discretion.

14. Methods of Payment

All funds received should be directly attributable to the account holder. Payment to be made by bank transfer or cheque by the settlement date, we cannot accept cash or debit card payments.

15. Right to Retain Clients Funds, Combine and Set-Off Balances

We reserve the right to retain, or make deductions from, amounts which we owe you or are holding for you (including any margin amounts), in settlement of any obligations to us. We also reserve the right to combine all or any accounts opened in your name and to consolidate the balances in such accounts and to set off such balances between us.

16. Your Money

We will deal with any money you have with us in accordance with the rules of the Financial Conduct Authority Client Asset Regulations, which require us to hold your money in a bank account at an approved bank.

Money required for settlement may be held with the money of other clients in the same settlement bank accounts. No interest will be earned or paid on such money.

If you have a nominee, Crest Sponsored Member or ISA account your free money (i.e. money not required for settlement) and accrued dividends will be held on deposit in a pooled account with an approved bank under customer trust status (i.e. separate from Firms money). Interest will not be paid on CFD, Spreadbet or Online Trading Accounts. Interest on other accounts will be paid monthly on cleared credit balances at the tiered rate published by the Firm's bankers for the amount that is recorded as being held by you. Thomas Grant & Company Limited may earn interest on money in this account.

When the services in which you have instructed us come to an end, we will endeavour to return to you, all and any client money held by us on your behalf. If we are unable to return this money to you for reasons beyond our control we will contact you at your last known address at least once every 6 months to try and return this money to you. If there has been no movement on client money balances for a period of at least 6 years (notwithstanding any interest or charges) we will write to you at your last known address and inform you that we may cease treating this money as client money and may pay balances below £25.00 away to a registered charity. If we do not receive a response to this letter within 28 days we will cease our attempts to contact you. However, we will keep a record of all balances released from client bank accounts in this way and will undertake to make good any valid claim against any released balances.

17. Pooling

The effects of pooling cash or assets are:

- in the event of an irreconcilable shortfall after the failure of a custodian, clients may share in that shortfall in proportion to their original share of the assets in the pool, and

- individual entitlements may not be identifiable by separate certificates, other physical documents or equivalent electronic record.

18. Anti-Money Laundering

We may use the services of a credit reference agency to confirm your identity and by dealing with us we accept this as your consent. We may also run additional verification checks at a later date should this be necessary to confirm identity, we may delay applications or withhold settlement until adequate identification has been provided.

19. Default will be effected:

- if you fail to present Thomas Grant & Company Limited with cleared funds due to us in settlement of any transaction by the due date (including commissions, fees and charges due to us);
- in the case of sales, if you fail to deliver to us by four days before settlement valid transfer forms and/or documents of title and any documents necessary to transfer title in good order, or
- as a consequence of operating a trading account there is insufficient margin available on your account, or
- as a consequence of operating a trading account your account goes into loan i.e. you owe the Firm money, or
- if you are in breach of any of these terms, (or any other arrangement or understanding between us); or
- if you do not have the authority to transact business with us or to do so in the manner in which you customarily conduct business with us; and/or

If we reasonably believe that any of the above is likely to occur in the immediate future, we may at our discretion at any time thereafter (without prejudice to any other right) without notice to you cease to act for you, and/or:

- close out all or any open investment position with you or held by us for you (including unsettled stock bargains);
- convert any currency
- realise any investment held by us on your behalf or owned by you over which we have control and apply all and any cash held by us and the proceeds of realisation of the closure of any open position and/or the proceeds from the sale of any investment in satisfaction of all or any amounts owing to us (including without limitation amounts due in respect of settlement, fees, commissions and interest);
- individual entitlements may not be identifiable by separate certificates, other physical documents or equivalent electronic record.
- to charge an arrangement fee of £20 + VAT and interest at 15% over the Bank of England base rate, from the date at which a debit balance occurred. Interest will continue to be added to the account at that rate until the account is paid in full.
- to charge to you any penalties or fines we may incur due to late settlement.

If after the action specified above has been taken there is a positive balance in your favour we shall (after withholding such amount as we in our absolute discretion consider appropriate in respect of future liabilities) pay such balance to you as soon as reasonably practical and supply you with a statement showing how such a balance was calculated.

If, however, there is a negative balance you will be asked to provide us with sufficient funds to clear the debt. If this is not cleared immediately we shall instruct our debt collector or institute legal proceedings for recovery of the debt and charge the cost of collection to you.

20. Underwriting and Sub-underwriting and Issues

We may enter into transactions for you which commit you to underwriting or similar obligations in connection with a new issue, rights issue, take-over or similar transaction only with your prior written approval.

21. Circumstances Beyond Our Control (Force Majeure)

If we declare a Force Majeure Situation (Circumstances Beyond Our Control), either before or at any time after the event, we shall not be liable to you for loss (including any indirect or consequential loss including, without limitation, loss of profit, damage, injury or delay, whether direct or indirect), arising from the closure or loss of facilities of any

relevant investment exchange or from any act or omission of any relevant exchange, its officers, employees, agents or representatives or for any other reason beyond our control. Nor shall we be responsible for the consequences of any loss of facilities in our offices due to unforeseen circumstances which shall include loss of utilities and other services due to any acts beyond our control including Terrorism, Warfare or Act of God.

22. Delivery of Documents

Any certificates, documents of title or other documents sent by us or by registrars by first class post to you, at your last registered address, will be deemed to have been received two days after posting. Where any certificate is lost or destroyed whilst in transit from you to us, from us to the Registrar, from Registrar to us or from us to you, you will be liable to meet all costs of obtaining a replacement, regardless of blame or cause.

23. Confidentiality, Data Protection and Freedom of Information

We will hold and process personal information about you by computer or otherwise. We will treat all such personal information as private and confidential other than in the following personal circumstances permitted by law.

- where we are required or legally compelled to disclose;
- where there is a duty to the public to disclose;
- where our interests require disclosure. This will not be used as a reason for disclosing information about you or your accounts to anyone else.
- close out all or any open investment position with you or held by us for you (including unsettled stock bargains);

You have a legal right to apply for a copy of your personal records with us and to have any inaccuracies corrected. We may make a charge for this.

How we use the personal information you give us or we otherwise receive about you during the course of our relationship is explained in our privacy policy which is available on request.

24. Complaints

If you have a complaint you should notify us as soon as possible in order that we may investigate the circumstances. If we are unable to satisfy your complaint you have the right to take it to the Financial Ombudsman Service (FOS). In accordance with the current Data Protection Act we give notice that if you do complain it will be necessary for us to release personal information about you to third parties.

25. Financial Services Compensation Scheme (FSCS)

We are covered by the FSCS. You may be entitled to compensation from the scheme of up to of £85,000 per eligible person if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim.

Further information about compensations scheme arrangements is available from the FSCS (www.fscs.org.uk).

26. Client Responsibility

In as far as Thomas Grant & Company Limited set out their responsibilities towards clients the Firm holds that the client has a responsibility for monitoring that his/her instructions are carried out with due dispatch. Non receipt of contract notes should be reported within 5 working days.

You warrant that investments you instruct us to sell are beneficially owned by you, free from any lien, charge or other third party rights and you are entitled to sell them.

When buying investments you must be able to pay the total cost of the purchase at the time we accept your purchase instruction.

You will pay Account Charges for our services in accordance with the published rates from time to time.

You agree that you will be liable to us in respect of all obligations and liabilities arising from instructions given to us. You agree to promptly notify us if you do not: i) receive a Contract Note; or ii) agree with the details on the Contract Note within 7 days following the placing an instruction with us. We shall not be responsible for any loss or damage or depreciation in value of your Account if you fail to notify us within 7 days.

You shall promptly notify us of any change of address or in United Kingdom taxation status, which may render you ineligible to subscribe further to the Account.

27. Changes to these Terms and Termination

We may vary these terms at any time and will send you a copy of the new Terms of Business indicating any changes. You are entitled to terminate these arrangements by giving us immediate written notice, as may we by giving you immediate written notice.

In accepting these Terms of Business you agree that should we need to transfer our business to another manager, or third party, we may do so without seeking your specific consent provided that we comply with our duties under the Client Money & Asset Rules at the time of transfer.

28. General

These terms shall be subject to the rules of any exchange under whose rules or using whose facilities we enter into any transaction on your behalf. Such rules shall be deemed to be incorporated herein and shall form part of the relationship between us. In the event of any conflict between such rules and these terms the provisions of such Rules shall take precedence over these terms.

These terms supercede any earlier terms. Any previous or subsequent additional agreements which restrict or expand your rights or our duties continue in force until such time as they are cancelled or altered by you or us. Should any part of these terms be held by any Court of competent jurisdiction to be unenforceable or illegal or contravene any rule, regulation or bye-law of any exchange or Self Regulation Organisation the same shall be deemed to have been excluded from these terms from the beginning, and these terms shall be interpreted and enforced as though the provision had never been included. Our failure to seek redress for violations or to insist upon strict performance of any condition or provision of these terms or our failure to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof.

These terms shall be governed and construed in accordance with English law and the English Courts shall have non-exclusive jurisdiction.