

GOHENRY INVESTMENT SERVICES TERMS AND CONDITIONS

Last updated on July 2022

SECTION 1 - GENERAL TERMS

These GoHenry Investment Services terms and conditions (the “**Terms**”), together with our Cardholder Terms and Conditions and our Privacy Policy (together the “**Terms of Use**”), govern the use of the GoHenry **Investment Services** available through the GoHenry app. Please read them carefully and make sure that you understand them. We may amend these Terms and Conditions from time to time. If there is anything contained in these Terms and Conditions that you do not understand, please do not hesitate to get in touch with us at support.investment@gohenry.co.uk.

It is important that you understand that any investment made through the GoHenry Investment Services is at your own risk and subject to potential loss in value. We offer no guarantee as to its performance. Furthermore, we do not provide financial, legal, investment or tax advice and will not be regarded as having done so. You are solely responsible for making your own independent assessment of the risks of transactions (and seeking advice from advice-giving experts if necessary). If you are unsure on any matter, you should consider taking specialised professional advice, such as financial advice, legal and tax advice in relation to your individual circumstances and requirements.

Please note that the products governed by these Terms and Conditions are not available to residents of the United States of America (“**U.S. Person(s)**”) and in **accordance** with the definition provided in Appendix 1). We reserve the right to cancel any product governed by these Terms and Conditions immediately if we establish that you are a resident of the United States of America.

1. General

These Terms and Conditions are between you, the GoHenry Parent, and GoHenry Family Finance Limited, with the company number 12920518 and a registered office at Stirley House, Ampress Lane, Ampress Park, Lymington, United Kingdom, SO41 8LW. References to “**GoHenry**”, “**us**”, “**our**” and “**we**” means GoHenry Family Finance Limited.

References to “**client**”, “**you**” and/or “**your**” means any GoHenry Parent who uses the GoHenry Investment Services.

In these Terms and Conditions, capitalised terms and expressions shall have the meanings given to them in the Glossary below or the GoHenry Terms of Use, unless the context requires otherwise.

2. Regulated status

GoHenry Family Finance Limited with Financial Conduct Authority (“**FCA**”) Firm Reference Number 943071 is an appointed representative of Resolution Compliance Limited (“**RCL**”), a company registered in England and Wales under company number 07895493 and its registered office is at 4 St. Paul’s Churchyard, London, EC4M 8AY. Resolution Compliance Limited is authorised and regulated under Firm Reference Number 574048 by the FCA.

3. Customer protection

Both we and RCL will treat you as a Retail Client as defined by the FCA Rules. This entitles you to certain protections under these rules. For further information, please consult the FCA handbook: www.handbook.fca.org.uk/handbook.

Please also see clause 24 of these General Terms in respect of compensation rights under these Terms and Conditions.

4. Services

GoHenry has entered into an agreement with Seccl Custody Limited (“**Seccl**”, “**Custodian**”), on behalf of ourselves and each of our clients where Seccl has agreed to provide clearing and settlement, safe custody and associated services for our clients who are subject to this Agreement. Seccl, with company number 10430958, has its registered office at 20 Manvers Street, Bath, BA1 1JW. Seccl is authorised and regulated under Firm Reference Number 793200 by the FCA. The current terms and conditions of Seccl and the principal terms of the agreement with them as it applies to our clients, including you, are set out or summarised in these Terms and Conditions.

We will provide you with the following “**GoHenry Investment Services**” through the GoHenry app, except where you hold a product governed by these Terms and Conditions and do not hold a GoHenry account (and in compliance with clause 16 of these General Terms):

- Access and use the GoHenry Account(s) as defined in clause 6 of these General Terms; and
- Updates and reporting on your GoHenry Account(s).

The Custodian will provide you with the following services under these Terms and Conditions:

- Execution of your investment instructions;
- Custody of assets and custody of money offered through the GoHenry Account(s); and
- ISA management through the GoHenry Account(s).

5. Availability

We promise to always do our best to ensure that the GoHenry Investment Services are available for you to use at any time, but please know there may sometimes be delays to our services and times when the GoHenry Investment Services are not available. In certain circumstances, we may restrict or suspend your access and use of the GoHenry Investment Services feature if we consider it necessary, including without limitation because of technical problems, maintenance or regulatory reasons, or if we decide it is sensible for your protection.

6. Custody arrangements

We have selected Seccl to provide clearing and settlement, safe custody and associated services for our clients who are subject to this Agreement, as described further in clause 4, above. GoHenry is responsible for providing the GoHenry Investment Services which includes providing **Junior Individual Savings Accounts (“JISA”)** and **Individual Savings Accounts (“ISA”)** (together the “**GoHenry Accounts**”).

By opening an ISA you agree to the Custodian's ISA terms and conditions in Section 2 of these Terms and Conditions.

By opening a JISA you agree to the Custodian's JISA terms and conditions in Section 3 of these Terms and Conditions.

For the avoidance of doubt, we will be responsible for providing you the GoHenry Accounts but not for the constituent investments held within them. The arrangements with the Custodian described in the Terms and Conditions mean that you will remain a client of ours. The Custodian will be directly responsible to you for the provision of JISA and ISA management services. GoHenry is responsible for the provision of accounts, including trade execution and settlement, and safe custody of assets. GoHenry has appointed the Custodian to carry out these services. We shall not be responsible to you for the actions or failures of the Custodian and the Custodian shall not be responsible to you for our actions or failures.

These Terms and Conditions together with the information we have provided to you via the GoHenry Investment Services and the GoHenry app, and the information you have provided to us via the GoHenry Investment Services and the GoHenry app constitute the agreement between you and GoHenry and will become legally binding when you accept these Terms and Conditions. However, please note that the Custodian will only start to provide services if and when you open a GoHenry Account and, accordingly, the ISA terms and conditions and/or JISA terms and conditions set forth above, will only be applicable after that time. The Terms have no minimum duration period and are governed by the laws of England and Wales. If any provision of the Terms is or becomes invalid or unenforceable, the relevant provision will be treated as if it were not in the Terms, and the remaining provisions will still be valid and enforceable.

As your agent, we and Resolution Compliance are authorised to: (i) appoint the Custodian and to agree and enter into an agreement with the Custodian on your behalf; (ii) give instructions to the Custodian and provide information concerning you to the Custodian, and the Custodian is entitled to rely on such instructions and information without contacting you directly; (iii) terminate the appointment of the Custodian and to instruct the Custodian to transfer the GoHenry Accounts and the assets and cash in relation to your GoHenry Accounts to an alternative provider selected and appointed by you, provided in doing so we act in accordance with the FCA Rules and all applicable laws.

The additional terms that apply to the services provided to you by the Custodian are set out in Sections 2, 3 and 4 of these Terms and Conditions.

7. Risk Warnings

We have compiled a summary of the main risks that are associated with using the GoHenry Investment Services. This list is **not** comprehensive but should act as a guide for you to better understand the risks involved.

- We do not provide investment advice and will not be regarded as having done so. You are solely responsible for making your own independent assessment of the risks of transactions (and seeking advice from advice-giving experts if necessary). If you are unsure on any matter, you should consider taking specialised professional advice, such as financial advice, legal and tax advice in relation to your individual circumstances and requirements.

- The value of your investment is not guaranteed and prices may go down as well as up. You may get back less than the amount that you originally invested. Past performance is not an indication of future results.
- External factors may cause the value of your investments to fall. You are not certain to make a profit. You may make a loss. You may lose your entire investment.
- If the value of your investment changes by less than the rate of inflation, it will have less buying power in the future.
- All UK residents are subject to the UK taxation regime. All offshore residents are subject to their local tax regimes. As a result of using the GoHenry Investment Services, your tax position may change. Levels of tax, tax rules and tax relief are subject to change. You have sole responsibility for the management of your legal and tax affairs and if you are unclear as to what your position is, you should seek professional advice.
- Investments made in investment funds denominated in currencies other than pounds sterling or, alternatively, investments that are denominated in currencies other than pounds sterling, give rise to exchange rate risk.

8. Fees

Our fees and charges are as set out in Appendix 2. We may change these rates from time to time and will notify you of any such changes by publication on our website such changes to take effect 30 days from publication on our website.

We shall facilitate payment of fees (plus VAT, if any) payable by you. If the available funds are insufficient, we may sell assets held as part of your GoHenry Account(s) to cover such charges.

You should familiarise yourself with the fund documentation including the Key Investor Information Document, which will detail any fees or charges levied by the fund you have chosen.

9. Requirements

In order to open a **JISA** the following requirements must be true:

- your child is a resident in the UK
- you have parental responsibility for the child ("**Registered Contact**")
- your child is not a U.S. Person
- your child is under 16 years of age or under, on the date of application
- you have not subscribed the child to any other Stock & Shares JISA or have a Child Trust Fund ("**CTF**"), unless you are transferring either to us.

In order to open an **ISA** the following requirements must be true:

- you are a UK resident for tax purposes
- You are not a U.S. Person
- You have not subscribed to any other Stocks & Shares ISA in the same tax year, unless you are transferring that ISA to us.

You agree to notify us immediately if any of the statements cease to be correct.

We reserve the right to reject your application at our discretion without giving you a reason. We will typically open your Account once we have validated your identity to our satisfaction.

10. Contributions

Contributions must be in sterling and can be made as one-off card payments, regular payments or any other payment method that GoHenry may make available via the GoHenry app.

Contributions to your GoHenry Account may be single, regular or by any other methods as we may otherwise specify. Contributions may be subject to certain minimums and maximums. We may change the minimum or maximum Contributions from time to time.

To comply with anti-money-laundering legislation, we may require you to provide additional documentation in support of a Contribution, and we may decline any Contribution entirely at our discretion.

11. Withdrawals

JISA. Please note that investments may **not** be Withdrawn from a JISA, except after the Child's 18th birthday, where the Child is terminally ill or as otherwise permitted under the HMRC Regulations. On the Child's 18th birthday, the JISA will remain in a tax-free wrapper, but will be subject to the terms specific to an ISA. Once converted to an ISA, further subscriptions or a Withdrawal cannot be made until the Child: notifies us of their National Insurance Number; and provides the necessary details as required by us to comply with anti-money-laundering regulations.

ISA. If you wish to make a Withdrawal of the cash and/or investments held through your ISA, and if permitted by the terms of the particular ISA, you must provide instructions, which we will pass on to the Custodian. Subject to the terms of your ISA, to meet Withdrawal requests, the Custodian will realise the investments to provide you with the cash sum required and will pay the net sale proceeds to you subject to the provisions of the ISA Regulations. The Custodian will pay you the Withdrawal proceeds as soon as practicable, to your recorded bank account, but you should note that the process of selling investments may take some time, depending on the settlement dates of those investments. You may only request one Withdrawal at a time and you will be unable to place a further Withdrawal request until the previous Withdrawal has been completed.

12. Transfer outs

You can transfer out your GoHenry Accounts to another provider at any time, subject to the applicable legislation and HMRC and ISA regulations ("Transfer Out"). You will need to contact your new ISA/JISA provider and make arrangements for the Transfer Out in accordance with their requirements.

You may only Transfer Out your entire ISA or JISA; partial transfers are not permitted.

13. Death

ISA. Upon your death, your legal representative should inform us as soon as possible. No further subscriptions can be made into your account and your ISA account will remain as a "continuing account" and will continue to operate under these terms. This "continuing account" will remain until the completion of the administration of the estate, or the closure of the account i.e. when executors instruct the transfer of funds or assets to the beneficiaries or on the third anniversary of your death.

JISA. Should the child die before they reach 18, the JISA will close and the investment will become a part of the child's estate.

14. Instructions

When you use the GoHenry Investment Services to select or make changes to the investments held in the GoHenry Accounts, and/or to indicate your intention to undertake an investment transaction, such use and interaction will constitute your instructions to us which we will then transmit (as appropriate) to the Custodian. You acknowledge and agree that all instructions and authorisations given by you in relation to the GoHenry Accounts must be sent by you personally and by no other person. You acknowledge and agree that all instructions are effective when they are received by the Custodian. When we receive an instruction from you we will use all reasonable endeavours to ensure that the instruction is transmitted to the Custodian as accurately and timely as possible.

Where a delay occurs in transmitting an instruction due to factors outside of our reasonable control we will ensure that your instruction is transmitted to the Custodian as soon as reasonably possible. However, we will not otherwise be responsible for any delay. For example, where a delay occurs in transmitting an instruction due to factors outside of the Custodian's reasonable control (including, without limitation, where the relevant interface is unavailable) we will ensure that your instruction is executed as soon as possible.

When relaying instructions from you to undertake an investment transaction, we shall apply the [Custodian Order Execution Policy](#). By entering into these Terms and Conditions you agree and consent to this Policy.

Sections 2, 3 and 4 of these Terms and Conditions sets out the Custodian's obligations and duties with respect to instructions that are sent to them from us in relation to your GoHenry Accounts.

15. Communications

We may communicate with you about the GoHenry Investment Services and the investments held within the GoHenry Accounts at any time through the GoHenry app or by email. All communications between us will be in the English language. We cannot guarantee that electronic communications between us will be successfully delivered. We will not be liable for any loss, damage, expense, harm or inconvenience caused as a result of an email being lost, not delivered, delayed, intercepted, corrupted or otherwise altered.

We may act on any instruction which we reasonably believe to be from you. We will not be liable if we carry out an instruction which is not genuine or for not investigating any instruction we reasonably believe to be genuine. We will not be liable for any error of transmission or misunderstanding.

16. Reports

We are responsible for providing to you all contract notes in respect of all investment transactions carried out by you via the GoHenry Investment Services and all reports that are required to be provided to you in accordance with the FCA Rules ("**Reports**"). These Reports will include details of all transactions during the relevant period, details of the contents of your GoHenry Accounts, the current market value and the basis of valuation, income and fees charged. In accordance with the FCA Rules and applicable legislation, you will be provided with Reports at least twice a year. If you hold an ISA, you will receive an ISA valuation report at quarterly intervals.

Where you hold an ISA and/or JISA but do not hold an active and/or open GoHenry account, you will receive an ISA valuation report from us only at quarterly intervals, and will not have access to the Custodian.

You agree that GoHenry will provide Reports to you as part of the GoHenry Investment Services. Whilst we shall be responsible for making available to you any Reports, you acknowledge and agree that we shall not be responsible for any inaccuracies or omissions in the Reports we provide to you.

17. Referrals

Where appropriate, we may offer to refer you to third parties to provide certain additional services. We will not make any such referral without your approval. We may pay (or receive from third parties), fees in relation to referrals of business. In making or receiving any such referral and making or receiving such payments, we will act in accordance with the FCA Rules and all applicable laws.

18. Personal data

By using the GoHenry Investment Services you hereby consent to our processing of your personal data in accordance with our [Privacy Policy](#).

19. Liability

We will not be liable for any loss incurred by you which arises, either wholly or in part, as a result of an event which is beyond our reasonable control to prevent. We are never in control of your Contributions or investments. We are not responsible for any loss of value, or loss of profit, in any investment acquired or disposed of (or not acquired or disposed of) at your request, unless and to the extent that such loss results from fraud, wilful misconduct, or breach of regulatory duty by us or any of our employees. No provision of these Terms and Conditions will or is intended to restrict, qualify or exclude any duty owed to you under applicable laws relating to the provision of services or under the FCA Rules. For further information about your rights under these applicable laws contact your local Citizens' Advice Bureau. In addition, nothing in this clause will act to limit our liability (i) for our breach of applicable law, (ii) wilful misconduct, or (iii) to the extent that such liability cannot be limited as a matter of law, including liability for fraud, death or personal injury caused by our negligence.

Subject to the foregoing, our liability to you, whether in contract, tort (including negligence) or otherwise, will not exceed a sum equal to the charges that have been paid to us in respect of your investments in the twelve-month period preceding the event giving rise to any such liability.

You will be responsible for any liability or loss suffered or incurred by GoHenry as a result of your breaching these Terms and Conditions or providing untrue, inaccurate or incomplete information.

20. Termination

You may terminate these Terms and Conditions in relation to an adult ISA at any time and for any reason by providing us with written notice, subject to the settlement of all outstanding transactions, and pursuant to clause 10 of the ISA Terms set out in Section 2 of these Terms and Conditions.

You may not terminate these Terms and Conditions in relation to a Junior ISA, pursuant to clause 9 of the JISA Terms set out in Section 3 of these Terms and Conditions. Transactions already in progress will be completed in the normal course of business. We will close your GoHenry Accounts as soon as practicable after receiving your notice to terminate these Terms and Conditions. If you decide to close your

GoHenry Account in its entirety, we will treat that as notice to terminate these Terms and Conditions and realise any GoHenry Accounts. Our fees (as set out in Appendix 2) shall continue to apply until the later of the date of the termination of these Terms and Conditions or the settlement of all outstanding transactions in respect of the GoHenry Accounts.

We may terminate these Terms and Conditions effective immediately if: (i) we reasonably believe that providing you with a service exposes us to action or censure from any law enforcement, government or regulatory body; (ii) either you or the Custodian close your GoHenry Account(s); (iii) we reasonably believe that you have materially breached the Terms or have otherwise provided us with false or misleading information; (iv) we reasonably believe you are using or allowing another person to use your GoHenry account illegally or for criminal activity; (v) we reasonably believe you have behaved in an inappropriate manner; (vi) if your ISA/JISA account breaches the ISA Regulations for any reason. Where we terminate the Terms immediately, we will inform you in writing of our decision and our reasons for making that decision.

On termination of these Terms and Conditions, we will instruct a re-register of your assets and transfer your cash as you reasonably request. If you make no reasonable request, we may, at our discretion, take steps to re-register your assets into your own name and to transfer your cash to you, or take advice from HMRC as to the appropriate steps in the circumstances.

Please note that as JISAs may not be closed (except after the Child's 18th birthday, where the Child is terminally ill or as otherwise permitted under the HMRC Regulations) should you wish to terminate these Terms and Conditions, the JISA will have to be Transferred Out to another provider as described in section 12 of these Terms and Conditions.

21. Amendments and Notice

We may amend these Terms and Conditions at our sole discretion for any reason we consider necessary or appropriate. Your continued use of the GoHenry Investment Services and GoHenry Account(s) after any changes are posted will mean that you agree to be bound by the Terms and Conditions as amended.

We may modify these Terms and Conditions from time to time with 30 days' notice. We will notify you of those changes by notification in the GoHenry app and/or by email. You may terminate this agreement within that 30 day period if you do not wish to be bound by any such changes by support.investment@gohenry.co.uk, and if we do not receive such termination you will then be bound by the Terms and Conditions as amended. In the event that you elect to terminate under this provision, the current Terms and Conditions will apply until such time that your assets are transferred out.

We may, from time to time, enter into agreements with other third parties as your agent and which bind you. This may include custody and trading services. We will only enter into such agreements with lawfully authorised companies and will inform you with at least 30 days' notice prior to doing so. You may terminate this agreement within that 30 day period if you do not wish to be bound by any such agreements by support.investment@gohenry.co.uk, and if we do not receive such termination you authorise us to enter into such agreements as your agent.

If we propose to make any changes to these Terms and Conditions that we consider are not detrimental to you, we can make these changes with immediate effect.

22. Complaints

If you have any complaints in relation to your GoHenry Account, please contact us on complaints.investments@gohenry.co.uk or send a letter to the following address: GoHenry Family Finance Investment Complaints, Abbey House, 282 Farnborough Road, Farnborough, GU14 7NA. We will acknowledge your complaint promptly and arrange for the matter to be investigated in accordance with the rules of the FCA and report the results to you.

If we are unable to resolve the complaint within 3 business days, we will refer the complaint to the Principal firm, Resolution Compliance Limited, to complete and communicate the outcome of the investigation to you.

If we are unable to resolve your complaint to your satisfaction and you are an eligible complainant as defined by the FCA, you will have recourse to refer your complaint to the Financial Ombudsman Service (FOS), Exchange Tower London, E14 9SR. You can also email them on complaint.info@financial-ombudsman.org.uk, or phone them on 0800 023 4568. Further information can be found on the FOS' website www.financial-ombudsman.org.uk.

23. Conflicts of interest

We or anyone connected with us, may carry out certain transactions for you where we have a duty that may conflict with our duty to you. We will manage any such conflict or potential conflict to ensure that it does not materially affect the transactions we carry out for you. We will inform you if we consider that we cannot adequately manage a conflict. This disclosure will permit you to evaluate whether it is appropriate to continue using our services in respect of the pertinent conflict.

24. Compensation

You may be entitled to compensation from the Financial Services Compensation Scheme ("FSCS") which pays compensation for financial loss to eligible claimants if the Custodian has ceased trading or have been declared to be in default and unable to meet their respective obligations. Further information about compensation is available on FSC'S website www.fscs.org.uk.

Please note however that if your investment underperforms or loses value because of market movements, this is not covered by the FSCS. Your capital is at risk when investing in a Fund through GoHenry.

25. Third Parties

A person who is not party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

26. Governing Law

Any dispute arising in connection with this Agreement will be governed by and construed in accordance with English law and the English courts will have non-exclusive jurisdiction to settle any such dispute.

If any provision of these Terms and Conditions become invalid or unenforceable, the relevant provision will be treated as if it were not in the Terms, and the remaining provisions will still be valid and enforceable.

SECTION 2 - ISA Terms

These ISA Terms apply to the Stocks & Shares ISA (Individual Savings Account) that you have with the “the Investment Services Provider” or “the ISP” and are supplementary to any terms you have with them.

In the event of any conflict between these ISA Terms and any other Terms, the ISA Terms will apply.

In these terms SCL means **Seccl Custody Limited**, who is the ISA Manager. SCL is registered in England and Wales No 10430958. Registered Office 20 Manvers Street, Bath, BA1 1JW. Seccl Custody Limited is authorised and regulated by the Financial Conduct Authority, registration Number 793200 and is a wholly owned subsidiary of Seccl Technology Limited.

1. COMMENCEMENT

- 1.1 Your ISA account will not start until your first subscription or transfer amount is received by us.

2. YOUR ISA

- 2.1 Your ISA is a stocks and shares ISA (the “ISA”).
- 2.2 Your stocks and shares ISA is subject to the Individual Savings Account Regulations 1998 (“ISA Regulations”) and, in the event of any inconsistencies between the ISA Regulations and these ISA Terms, the ISA Regulations will prevail.

3. ABOUT YOUR ISA MANAGER

- 3.1 SCL is approved by HM Revenue & Customs for these purposes.
- 3.2 SCL will manage your ISA in line with the ISA Regulations.
- 3.3 SCL does not provide any investment advice to you in relation to the investments you wish to hold in your ISA. All investment decisions that you take in respect of the investments that you wish to hold in your ISA will be yours or those of the ISP where you have authorised the ISP to take such decisions on your behalf.

4. ELIGIBILITY

- 4.1 In order to open and maintain a Stocks and Shares ISA, you must satisfy the requirements set out in the ISA Regulations. You must
- 4.1.1 be 18 years or over and
- 4.1.2 resident in the UK or are a UK Crown Servant, are married to or in a civil partnership with a Crown Servant, or are a dependant of a Crown Servant and
- 4.1.3 be a UK taxpayer

5. SUBSCRIPTION LEVELS

- 5.1 You are responsible for ensuring that the ISA subscription limit is not exceeded for every tax year subscriptions are paid.

6. ISA INVESTMENTS

- 6.1 You may hold such investments in your ISA as are permitted under the ISA Regulations. Eligible investments may for example include certain UK and overseas equities, a range of UK gilts and fixed interest securities and a range of shares or units in unit trusts, open-ended investment companies and investment trusts. If any investment in your ISA is or becomes ineligible, you must sell or transfer it out. SCL reserves the right to sell or transfer such investment on your behalf if you fail to do so within 30 days of SCL notifying you.
- 6.2 Once the ISA subscription limit for a tax year has been reached (taking into account all permitted ISA types that you may hold) and subject to paragraph 5.3 below, you may not make any further subscriptions into your ISA or any other ISA in the same tax year.
- 6.3 As your Stocks and Share ISA is a flexible ISA, you may replace (in whole or part) a previous withdrawal from your ISA with a replacement subscription to that ISA in the same tax year.
- 6.4 The Declaration you accept on opening the ISA creates an application in the tax year you first subscribe and all future tax years until you cancel, transfer or pay no subscriptions for an entire tax year.
- 6.5 In accordance with the ISA Regulations, SCL will register the investments held in your ISA in the name of one of its nominees; beneficial ownership of these investments will stay with you.

7. WITHDRAWALS AND FLEXIBLE ISA

- 7.1 If you wish to withdraw any cash or investments from your Stocks and Shares ISA, you (or the ISP on your behalf) must provide the SCL with written instructions. SCL will, subject to the ISA Regulations, transfer all or part of the investments and any proceeds arising from those investments to you.
- 7.2 The Stocks & Shares ISA is a Flexible ISA. This means that any withdrawals will be deducted from that year's annual ISA allowance, enabling them to be reinvested later in the tax year.

8. TRANSFERS

- 8.1 You may transfer an existing ISA from a different ISA manager to SCL and, subject to the ISA Regulations, SCL may in its sole discretion decide to accept such transfer provided the investments can be held in a SCL ISA.

- 8.2 You may request SCL to transfer your ISA from SCL to a different ISA manager and, subject to the ISA Regulations, SCL will effect such transfer provided the other ISA manager has given its consent. SCL will effect such transfer within a reasonable time needed to implement your transfer instructions which should not take longer than 30 days from the date your instructions were received by SCL. SCL does not currently facilitate the partial transfers of ISAs.
- 8.3 You (or the ISP on your behalf) will be required to complete the relevant transfer application form and provide SCL and the other ISA manager with your instructions in writing.
- 8.4 SCL will effect the transfer within such time as stipulated in your instructions, subject to any reasonable business period required by SCL to implement your instructions which should not take longer than 30 days from the date your instructions were received by SCL.

9. UK RESIDENCY

- 9.1 You agree to inform SCL as soon as reasonably practicable that you have either ceased to be resident in the UK or a Crown employee serving overseas, or have ceased to be married to, or in a civil partnership, with such a person. In such cases, you are required to cease subscriptions into your ISA except in specific circumstances permitted by HMRC.
- 9.2 We accept no liability for any tax charges or penalties arising from changes in your residency. ending your SA

10. ENDING YOUR ISA

- 10.1 Subject to the ISA Regulations, you may end your Stock and Shares ISA at any time by withdrawing your funds and requesting closure of the account. In that case, SCL will liquidate the investments in your ISA and transfer the proceeds to you. Alternatively, and subject to the ISA Regulations, SCL may re-register the investment in your name or transfer them to another non-ISA account.
- 10.2 SCL may terminate your ISA if it has ceased or will cease to comply with the ISA Regulations and becomes void. SCL will notify you of these circumstances and must inform HM Revenue & Customs accordingly. When your ISA becomes void, you may lose part or all of your tax exemption relating to the ISA.
- 10.3 SCL may terminate its services as your ISA Manager by giving you 30 days written notice.
- 10.4 In the event of termination:-
- 10.4.1 SCL is entitled to deduct any such amounts as it is permitted or required to deduct under the ISA Regulation, these ISA Terms or the Client Agreement; and

10.4.2 these ISA Terms will continue to apply to your ISA until all transactions or transfers have been effected and relevant payments made.

11. A VOID ISA

11.1 If your Account has or will become void for tax purposes because the provisions of the ISA Regulations have not been met we will notify you.

11.2 When we receive your instructions we will:

11.2.1 transfer your ISA account to another ISA manager; or

11.2.2 sell the relevant portion of Assets held within your ISA account and pay the proceeds directly to you.

11.3 For more information on the reasons an Isa might become Void, please speak with your Adviser.

12. DELEGATION

12.1 Subject to the ISA Regulations, SCL may delegate any of its functions under these ISA Terms to another organisation which SCL, exercising due skill, care and diligence, has determined as being competent to exercise such functions.

12.2 Where SCL decides to delegate its functions, you consent to SCL providing that organisation with such information about you and your ISA as that organisation may reasonably require for the purposes of exercising the delegated functions

13. YOUR PERSONAL INFORMATION

13.1 We are the data controller for the personal information you give us. We will not pass your personal information to anyone, other than as detailed in our Privacy Policy (which can be found at www.seccl.tech). By accepting these Terms & Conditions, you agree and consent to our obtaining, using and storing your personal information as set out in our Privacy Policy.

14. INTELLECTUAL PROPERTY

14.1 All copyright, trademarks and other intellectual property in the materials and information on our website are owned or licensed by Seccl Technology Limited or by external content providers. Nothing in these Terms & Conditions or on the website should be regarded as granting any licence or right to or in any trademark or service mark of Seccl Technology or any third party.

15. COMPLAINTS & FSCS COVER

- 15.1 If you have a complaint about any element of the ISA, please contact us at support@secl.tech
- 15.2 Your complaint will be handled by a person of appropriate competence and experience. That person will not have been directly involved in the matter which is the subject of the complaint
- 15.3 We will endeavour to resolve any complaint as soon as possible
- 15.4 If a final response has not been issued within four weeks of receipt of your complaint, we will write to you providing a holding response that will indicate when we will make further contact. This further contact will be within eight weeks of receipt of the complaint
- 15.5 By the end of the eight weeks, we must send you either a final response or a response which explains that we are still investigating the complaint, giving reasons for the delay and likely timescales. We will also, where appropriate, provide you with details of the Financial Ombudsman Service, along with a copy of their leaflet 'Your Complaint and the Ombudsman' and a statement confirming that an approach can be made by you to the Financial Ombudsman Service if you are dissatisfied with the outcome or the length of time the matter has taken.

Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square London E14 9SR

Telephone: 0800 023 4567 (call charges will vary)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

- 15.6 The ISA is covered by the FSCS. You may be entitled to compensation from the FSCS if we are no longer trading or are declared to be in default and cannot meet our obligations to you. This may apply separately to your ISA, its Assets and any Cash held in your ISA and the maximum amount of compensation available will depend upon the type of investment business, the FSCS compensation limits applying at the time of any failure and the circumstances of your individual claim. The current compensation limits are as follows:
- 15.7 for Cash, such as the money in your ISA bank account - £85,000 per eligible claimant, per Bank;
- 15.8 for Assets, £85,000, per eligible claimant, per financial institution (where the relevant financial institution is also covered by the FSCS).
- 15.9 Our current banking partner is Lloyds Bank plc and we will inform you if this changes. For more information about how the FSCS might apply to you, please contact us or visit the FSCS website at fscs.org.uk. The FSCS's address is 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

16. CHANGING OR ENDING THESE TERMS

- 16.1 You agree to us transferring all or any of our rights and obligations under these Terms & Conditions to any one or more appropriate Seccl companies or any third parties which are appropriately regulated and authorised under Applicable Law. If we do this, we will give you at least 90 days' advance written notice of the transfer. In each case, we shall cease to have any responsibilities to you or your ISA from the time that the change takes effect to the extent that those obligations applied to our appointment. The new administration company will take on our obligations to provide the services under these Terms & Conditions in our place. We will not transfer our rights and obligations unless we are satisfied that you will not be in a worse position or receive poorer service.
- 16.2 We may make reasonable and appropriate changes to these Terms & Conditions at any time whilst your ISA is open as follows:
- 16.2.1 to meet any current or future change in law, including rules established by the FCA, HMRC, or regulation, guidance or regulatory approach;
 - 16.2.2 to make these Terms & Conditions easier to understand, including to correct any inaccuracies, omissions, errors or ambiguities;
 - 16.2.3 to take account of any reorganisation of the Seccl companies, or a transfer of rights as outlined at 11 above;
 - 16.2.4 to reflect any improvements to the services which we offer under these Terms & Conditions, or changes to our systems, our processes and procedures, market practice or customer requirements;
 - 16.2.5 to reflect any changes to terms agreed between us and any third parties which are relevant to your ISA;
 - 16.2.6 to make reasonable increases to our charges to reflect any changes to the costs that we incur;
- 16.3 If we do make any changes to the Terms & Conditions, the latest version will always be available on our website at www.seccl.tech and you should refer to them regularly. Where we reasonably consider that changes are material or detrimental to you we will give you a minimum of one month's notice of the proposed change and our reasons for making the change, unless we are required to make the change sooner (in which case we will give as much notice as we reasonably can).
- 16.4 Notwithstanding clause 14.3, changes that are necessary due to reasons outside of our control (e.g. a change in legislation/regulation/ tax or interest rates or resulting from an act of a third party) may take effect on reasonable written notice and changes which are immaterial and not to your detriment may take effect immediately and without notice.

16.5 In either case, if you are not happy with any change we make or plan to make to the Terms & Conditions, you can transfer to an Authorised Scheme of your choosing. We will not charge you a fee for this, if a fee ever becomes due.

SECTION 3 - JUNIOR ISA TERMS

These Terms apply to the Stocks and Shares Junior Individual Savings Account (JISA) that you have with “the Investment Services Provider” or “the ISP” and are supplementary to any terms you have with them.

In the event of any conflict between these JISA Terms and any other Terms, the JISA Terms will apply.

In these terms SCL means **Seccl Custody Limited**, who is the ISA Manager. SCL is registered in England and Wales No 10430958. Registered Office 20 Manvers Street, Bath, BA1 1JW. Seccl Custody Limited is authorised and regulated by the Financial Conduct Authority, registration Number 793200 and is a wholly owned subsidiary of Seccl Technology Limited.

1. COMMENCEMENT

1.1 Your JISA account will not start until your first subscription or transfer amount is received by us.

2. YOUR JUNIOR ISA

2.1 Your stocks and shares JISA (the “JISA”).

2.2 Your stocks and shares or JISA is subject to the Individual Savings Account Regulations 1998 (“ISA Regulations”) and, in the event of any inconsistencies between the ISA Regulations and these JISA Terms, the ISA Regulations will prevail.

3. ABOUT YOUR JISA MANAGER

3.1 SCL is approved by HM Revenue & Customs for these purposes.

3.2 SCL will manage your JISA in line with the ISA Regulations.

3.3 SCL does not provide any investment advice to you in relation to the investments you wish to hold in your JISA. All investment decisions that you take in respect of the investments that you wish to hold in your JISA will be yours or those of the ISP where you have authorised the ISP to take such decisions on your behalf.

4. ELIGIBILITY

4.1 We are unable to accept applications for and subscriptions to our JISA if a stocks and shares JISA is already held for the child. In addition to open a JISA the child must be:

4.1.1 under the age of 18, and

4.1.2 resident in the UK or are a UK Crown Servant, are married to or in a civil partnership with a Crown Servant, or are a dependant of a Crown Servant

- 4.2 If the child has a Child Trust Fund (CTF) this must be transferred across to us in full in order to open our JISA
- 4.3 The person who opens the JISA will be the “registered contact” for legal purposes and will be responsible for making the investment decisions and managing the account until the child reaches 18 and the JISA converts into an ISA. At that time the former child beneficiary becomes entitled to manage the investments as the holder of the ISA.

5. SUBSCRIPTION LEVELS

- 5.1 The Registered Contact is responsible for ensuring that the JISA subscription limit is not exceeded for every tax year subscriptions are paid.
- 5.2 In each tax year the Eligible Child may only subscribe to one Cash JISA and one Stocks and Shares JISA with the same or different providers in any combination of subscription up to the overall subscription limit.

6. JISA INVESTMENTS

- 6.1 You may hold such investments in your JISA as are permitted under the ISA Regulations. Eligible investments may for example include certain UK and overseas equities, a range of UK gilts and fixed interest securities and a range of shares or units in unit trusts, open-ended investment companies and investment trusts. If any investment in your JISA is or becomes ineligible, you must sell or transfer it out. SCL reserves the right to sell or transfer such investment on your behalf if you fail to do so within 30 days of SCL notifying you.
- 6.2 The JISA allows you to invest separately on behalf of a child, subject to a lower annual subscription limit. When the child for whom a JISA is opened reaches age 18, it automatically converts into a SCL Stock & Shares ISA held in their own name.
- 6.3 In accordance with the JISA Regulations, SCL will register the investments held in your JISA in the name of one of its nominees; beneficial ownership of these investments will stay with you.

7. WITHDRAWALS

- 7.1 No withdrawals are allowed from the JISA before the Eligible Child reaches the age of 18 except:
- 7.1.1 On direct instruction from HMRC
 - 7.1.2 To pay any charges due
 - 7.1.3 Where a terminal illness claim has been made to HMRC and we have received a letter from HMRC agreeing to the request

8. TRANSFERS

- 8.1 You may transfer an existing JISA from a different JISA manager to SCL and, subject to the ISA Regulations, SCL may in its sole discretion decide to accept such transfer provided the investments can be held in a SCL JISA.
- 8.2 You may request SCL to transfer your JISA from SCL to a different JISA manager and, subject to the ISA Regulations, SCL will effect such transfer provided the other JISA manager has given its consent. SCL will effect such transfer within a reasonable time needed to implement your transfer instructions which should not take longer than 30 days from the date your instructions were received by SCL.
- 8.3 You (or the ISP on your behalf) will be required to complete the relevant transfer application form and provide SCL and the other JISA manager with your instructions in writing.
- 8.4 SCL will effect the transfer within such time as stipulated in your instructions, subject to any reasonable business period required by SCL to implement your instructions which should not take longer than 30 days from the date your instructions were received by SCL.
- 8.5 JISAs must always be fully transferred.

9. ENDING YOUR JISA

- 9.1 SCL may terminate your JISA if it has ceased or will cease to comply with the JISA Regulations and becomes void. SCL will notify you of these circumstances and must inform HM Revenue & Customs accordingly. When your JISA becomes void, you may lose part or all of your tax exemption relating to the JISA.
- 9.2 SCL may terminate its services as your JISA Manager by giving you 30 days written notice.
- 9.3 In the event of termination:-
 - 9.3.1 SCL is entitled to deduct any such amounts as it is permitted or required to deduct under the JISA Regulation, these JISA Terms or the Client Agreement; and
 - 9.3.2 these JISA Terms will continue to apply to your JISA until all transactions or transfers have been effected and relevant payments made.

10. A VOID ISA

- 10.1 If your Account has or will become void for tax purposes because the provisions of the ISA Regulations have not been met we will notify you.
- 10.2 When we receive your instructions we will:
 - 10.2.1 transfer your ISA account to another ISA manager; or

10.2.2 sell the relevant portion of Assets held within your ISA account and pay the proceeds directly to you.

10.3 For more information on the reasons an Isa might become Void, please speak with your Adviser.

11. DELEGATION

11.1 Subject to the JISA Regulations, SCL may delegate any of its functions under these JISA Terms to another organisation which SCL, exercising due skill, care and diligence, has determined as being competent to exercise such functions.

11.2 Where SCL decides to delegate its functions, you consent to SCL providing that organisation with such information about you and your JISA as that organisation may reasonably require for the purposes of exercising the delegated functions

12. YOUR PERSONAL INFORMATION

12.1 We are the data controller for the personal information you give us. We will not pass your personal information to anyone, other than as detailed in our Privacy Policy (which can be found at www.seccl.tech). By accepting these Terms & Conditions, you agree and consent to our obtaining, using and storing your personal information as set out in our Privacy Policy.

13. INTELLECTUAL PROPERTY

13.1 All copyright, trademarks and other intellectual property in the materials and information on our website are owned or licensed by Seccl Technology Limited or by external content providers. Nothing in these Terms & Conditions or on the website should be regarded as granting any licence or right to or in any trademark or service mark of Seccl Technology or any third party.

14. COMPLAINTS & FSCS COVER

14.1 If you have a complaint about any element of the JISA, please contact us at support@seccl.tech

14.2 Your complaint will be handled by a person of appropriate competence and experience. That person will not have been directly involved in the matter which is the subject of the complaint

14.3 We will endeavour to resolve any complaint as soon as possible

14.4 If a final response has not been issued within four weeks of receipt of your complaint, we will write to you providing a holding response that will indicate when we will make further contact. This further contact will be within eight weeks of receipt of the complaint

- 14.5 By the end of the eight weeks, we must send you either a final response or a response which explains that we are still investigating the complaint, giving reasons for the delay and likely timescales. We will also, where appropriate, provide you with details of the Financial Ombudsman Service, along with a copy of their leaflet 'Your Complaint and the Ombudsman' and a statement confirming that an approach can be made by you to the Financial Ombudsman Service if you are dissatisfied with the outcome or the length of time the matter has taken.

Financial Ombudsman Service

Exchange Tower

Harbour Exchange Square London E14 9SR

Telephone: 0800 023 4567 (call charges will vary)

Email: complaint.info@financial-ombudsman.org.uk

Website: www.financial-ombudsman.org.uk

- 14.6 The JISA is covered by the FSCS. You may be entitled to compensation from the FSCS if we are no longer trading or are declared to be in default and cannot meet our obligations to you. This may apply separately to your JISA, its Assets and any Cash held in your JISA and the maximum amount of compensation available will depend upon the type of investment business, the FSCS compensation limits applying at the time of any failure and the circumstances of your individual claim. The current compensation limits are as follows:
- 14.7 for Cash, such as the money in your JISA bank account - £85,000 per eligible claimant, per Bank;
- 14.8 for Assets, £85,000, per eligible claimant, per financial institution (where the relevant financial institution is also covered by the FSCS).
- 14.9 Our current banking partner is Lloyds Bank plc and we will inform you if this changes. For more information about how the FSCS might apply to you, please contact us or visit the FSCS website at fscs.org.uk. The FSCS's address is 10th Floor, Beaufort House, 15 St Botolph Street, London EC3A 7QU.

15. CHANGING OR ENDING THESE TERMS

- 15.1 You agree to us transferring all or any of our rights and obligations under these Terms & Conditions to any one or more appropriate Seccl companies or any third parties which are appropriately regulated and authorised under Applicable Law. If we do this, we will give you at least 90 days' advance written notice of the transfer. In each case, we shall cease to have any responsibilities to you or your JISA from the time that the change takes effect to the extent that those obligations applied to our appointment. The new administration company will take on our obligations to provide the services under these Terms & Conditions in our place. We will

not transfer our rights and obligations unless we are satisfied that you will not be in a worse position or receive poorer service.

- 15.2 We may make reasonable and appropriate changes to these Terms & Conditions at any time whilst your JISA is open as follows:
- 15.2.1 to meet any current or future change in law, including rules established by the FCA, HMRC, or regulation, guidance or regulatory approach;
 - 15.2.2 to make these Terms & Conditions easier to understand, including to correct any inaccuracies, omissions, errors or ambiguities;
 - 15.2.3 to take account of any reorganisation of the Seccl companies, or a transfer of rights as outlined at 11 above;
 - 15.2.4 to reflect any improvements to the services which we offer under these Terms & Conditions, or changes to our systems, our processes and procedures, market practice or customer requirements;
 - 15.2.5 to reflect any changes to terms agreed between us and any third parties which are relevant to your JISA;
 - 15.2.6 to make reasonable increases to our charges to reflect any changes to the costs that we incur;
- 15.3 If we do make any changes to the Terms & Conditions, the latest version will always be available on our website at www.seccl.tech and you should refer to them regularly. Where we reasonably consider that changes are material or detrimental to you we will give you a minimum of one month's notice of the proposed change and our reasons for making the change, unless we are required to make the change sooner (in which case we will give as much notice as we reasonably can).
- 15.4 Notwithstanding clause 14.3, changes that are necessary due to reasons outside of our control (e.g. a change in legislation/regulation/ tax or interest rates or resulting from an act of a third party) may take effect on reasonable written notice and changes which are immaterial and not to your detriment may take effect immediately and without notice.
- 15.5 In either case, if you are not happy with any change we make or plan to make to the Terms & Conditions, you can transfer to an Authorised Scheme of your choosing. We will not charge you a fee for this, if a fee ever becomes due.

SECTION 4 - CUSTODY TERMS

1. BACKGROUND

- 1.1. Under the Terms, you consent to GoHenry Family Finance Limited appointing Seccl Custody Limited ("SCL") as the Custodian to provide:
 - the custody services more particularly described in this section
 - cash payment services, asset price and information data
 - client money and asset reconciliation in accordance with the Client Asset Sourcebook ("CASS") of the FCA Rules
- 1.2. SCL is authorised and regulated by the Financial Conduct Authority of 12 Endeavour Square, London, E20 1JN, registration number 793200, to arrange, safeguard and administer custody of cash and Assets.
- 1.3. SCL is registered in England, registration number 10430958. To contact SCL, write to 20 Manvers Street, Bath, BA1 1JW
- 1.4. Terms not defined in these Custody Terms have the meaning set out in the Terms or the FCA Rules.

2. SYSTEM OPERATION - APPLYING AND TRANSACTING

- 2.1. The Custodian is authorised to ensure that the custody of your cash and Assets are managed compliantly in accordance with the applicable regulations.
- 2.2. Any deposits or withdrawals of cash or instructions to buy, sell or transfer investments, through the ISP, will be recorded and managed in accordance with CASS. SCL will ensure any investment instructions are placed in accordance with the Terms.
- 2.3. All client cash will be held with an approved Bank or CRD Credit Institution in a designated Client Money statutory trust account. The account is held separately from any monies held by either SCL or the ISP.
- 2.4. Client Assets will be registered to Digital Custody Nominees Limited ("Nominee") which is a wholly owned subsidiary company of SCL. This arrangement safeguards and segregates your Assets from those of SCL. SCL accepts the same level of responsibility under CASS to you for the Nominee.
- 2.5. Your cash and Assets will be held in a pooled arrangement. This means that SCL will have records that identify your individual ownership and entitlement to Assets. For operational and servicing purposes it is more efficient for SCL to administer your investments on a pooled basis.
- 2.6. SCL will have instances where we need to appoint third-party nominees or sub-custodians to maintain the custody services offered. By agreeing to these Custody Terms, you authorise SCL to do so.
- 2.7. SCL will use reasonable care and due diligence to perform its custodian duties. Your Assets will be held separately to SCL's Assets, if SCL goes out of business. If any shortfall of Assets arises as a result of SCL's or a third-party nominee or sub-custodian's insolvency, these would be shared on a proportionate basis with affected clients.
- 2.8. Where SCL receives income from your investments through dividend payments, fund distributions and Corporate Actions, SCL will reconcile and credit these to your accounts.
- 2.9. As Corporate Action events arise, SCL will inform the ISP where actions are applicable to your Assets.

- 2.10. SCL will facilitate the transfer of cash and Assets in accordance with client instructions and the ISP's Terms.
3. CASH PROCESSES
 - 3.1. Any client deposits or income will be credited to your respective account once identified and reconciled with the date SCL received monies.
 - 3.2. SCL will not pay any interest on cash held in Client Money accounts. You will be notified by SCL of any changes, if our policy on client interest changes.
4. SETTLEMENT
 - 4.1. Settlement of Client Assets will accord with market best practice. Where Assets are traded in Exchange Traded Instruments "ETIs", SCL will normally operate on a delivery-versus-payment "DVP" settlement process. By agreeing to the Custody Terms, you permit SCL to apply DVP transaction exemption as detailed in the FCA Rules up until any delivery of Assets (purchases) or cash (sales) passes the third Working Day, whereby SCL will follow Client Money and asset reconciliations in accordance with CASS.
 - 4.2. For model portfolio and switch orders, SCL will place a buy order after the sell instruction is confirmed by the fund manager or the market. SCL may delay the purchase of ETI orders if the intended settlement date on the sale of a fund, is a day or more longer than that of the ETI order.
5. ASSET RECONCILIATIONS
 - 5.1. SCL will reconcile Client Money and Assets in accordance with CASS.
 - 5.2. Client Money will be reconciled on a Business Day basis and Assets will be reconciled externally according to their type and registration.
6. LIENS
 - 6.1. We reserve the right to enforce the right of liens over the Assets under the Terms.
7. COMMUNICATIONS
 - 7.1. All communication with you will be in English through the online message portal provided by the ISP.
 - 7.2. SCL will provide quarterly valuation statements and contract notes, which will detail the buys or sells instructed on your account. It is your responsibility to sign-in and read this information and it is important you notify the ISP promptly of any errors or omissions in respect of the accuracy of these documents.
8. COMPLAINTS
 - 8.1. SCL has its own complaints policy. If you want to complain, please contact the ISP first. If the complaint relates to services provided by SCL, SCL will provide the ISP with all necessary information to resolve the complaint. The ISP may ask SCL to take control or assist on the complaint if necessary.
 - 8.2. If you do not think this is appropriate please contact SCL by email at secclops@seccl.tech or by post to The Compliance Officer, 20 Manvers Street, Bath, BA1 1JW.
 - 8.3. If we do not resolve your complaint satisfactorily or fail to resolve it within eight weeks of receiving your complaint, you can also direct your complaint to the Financial Ombudsman Service at:
 - Exchange Tower, London E14 9SR.
 - Telephone: 0800 023 4567 or 0300 123 9 123;
 - email: complaint.info@financial-ombudsman.org.uk; and

- website: www.financial-ombudsman.org.uk.

9. REMUNERATION

9.1. The ISP pays SCL for Custody services.

10. CONFLICTS OF INTEREST

10.1. SCL maintains a Conflicts of Interest policy independent of the ISP. It is available by contacting the ISP.

11. FORCE MAJEURE EVENT

11.1. To the extent permissible under applicable law, neither you nor SCL shall be responsible for any loss or damage suffered by the other party by reason of any natural and unavoidable catastrophes that interrupt the expected course of events and restrict you or SCL from fulfilling obligations under these Custody Terms ("Force Majeure Event"). If such loss, damage or failure is, or may occur, due to a Force Majeure Event, each party will use reasonable endeavours to minimise the effects and will notify

12. DATA PROTECTION

12.1. In acting as your Custodian SCL, will have access to the data you provide on Application to the ISP service. In the Service Agreement between the ISP and SCL both parties are joint Data Controllers and have independent Privacy Policies which summarise how we will use your personal information and with whom we share it.

12.2. SCL will use your details for regulatory reporting purposes and will not use or share your information for marketing purposes.

13. FSCS

13.1. SCL is covered by the Financial Services Compensation Scheme ("FSCS"). If SCL ceases trading and cannot meet your obligations, you may be entitled to compensation from the scheme up to a maximum of £85,000 (or such other value covered from time to time by the FSCS) for investment claims.

13.2. Further information about the compensation arrangements is available from the FSCS directly.

- Website: www.fscs.co.uk Telephone: 0800 678 1100 / 020 7741 4100.
- Address: Financial Services Compensation Scheme, PO Box 300, Mitcheldean, GL17 1DY

14. USE OF THIRD PARTIES

14.1. To provide custody services SCL, will use the services of third-party service providers.

14.2. Examples include the provision of; Data and price feeds of Assets, the execution of trading instructions, clearing and settlement services, banking services, client verification, regulatory reporting, card payment services and the facilitation of automated transfer instructions.

14.3. Where services are provided by a third-party, SCL will use reasonable care and due diligence in selecting them and monitoring their performance. Except for clause 2.4, SCL does not guarantee proper performance by the third-party and will not itself be responsible if a third-party provider fails to meet its obligations. This means that should the third-party default or becomes insolvent, you may lose some or all of your Assets and will not necessarily be entitled to compensation from SCL. Including, in circumstances where it is not possible under the relevant national law and the registration under clause 2.6 to identify the Client Assets from the

proprietary Assets of the third- party firm.

15. TERMINATION

15.1. SCL may terminate the Terms at any time by giving the ISP 30 days' written notice (subject to applicable law and regulatory requirements). There is no minimum duration of the Terms.

15.2. SCL may also terminate the Terms with immediate effect by written notice if required to do so for legal or regulatory reasons or on instructions from the ISP.

15.3. In this event, the ISP will instruct SCL where to transfer the Client Assets and Client Money. If the ISP does not do so promptly, or if the ISP no longer represents you, then you will on request give the relevant instruction. The Custodian will transfer Client Assets and Client Money in accordance with the relevant instruction or, if it is unable to obtain instructions, it will transfer them directly to you. The Terms will continue to apply until such transfer of the Client Assets and the Client Money is complete.

16. SEVERABILITY

16.1. If any part of this agreement is declared unenforceable or invalid, the remainder will continue to be valid and enforceable.

17. NOTICES OF CHANGE/VARIATIONS

17.1. We may change these Custody Terms in whole or in part. We can do this for the reasons stated in our change control policy, a version of this is available from the Custodian provider.

18. GOVERNING LAW

18.1. This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England.

18.2. You irrevocably agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Custody Terms or its subject matter or formation.

19. LIABILITY

19.1. SCL will act with all reasonable skill, care and diligence in acting as your Custodian. SCL will be liable to you for any direct loss that is the result of negligence or failure by SCL to account for Assets in Accounts or through a breach of FCA Rules, unless any such failure is the result of the acts or omissions of you or the ISP.

19.2. Nothing in these Custody Terms shall be read as excluding or restricting any liability we may have for death or personal injury

19.3. SCL will not be liable for the following:

- loss of business, goodwill, opportunity or profit; or
- any special, consequential or indirect loss whatsoever.
- as a result of us doing (or not doing) anything in reliance upon an instruction given (or which we reasonably believe to have been given) by you;
- as a result of your decisions relating to the choice, purchase, retention and sale of any Assets in your Account;
- from the default of any bank, fund manager or provider which holds your cash and Assets (except as required under the FCA Rules);

- from the performance of any Assets and investments;
- from any tax liabilities or charges that are incurred in relation to your Account and/ or the Assets held within it; or
- from any instruction sent by you that is not received by us, unless the failed receipt is due to a fault or omission on our part.

19.4. You accept and acknowledge that the internet and the telecommunication systems may be subject to interruption or failure through no fault of ours.

20. HEADINGS

The section headings contained in this agreement are for reference purposes only and shall not affect the meaning or interpretation of this agreement.

APPENDIX 1 - GLOSSARY

Business Day: Any Monday, Tuesday, Wednesday, Thursday or Friday which is not a Public or Bank Holiday in England and Wales.

Client Money: Money a firm receives or holds on behalf of a client which it must treat in accordance with FCA Rules on client money.

Client Money Bank Account: A client bank account which is used to hold Client Money in accordance with the FCA Rules.

Client Money Rules: The FCA's Rules on Client Money.

Contribution: Credit made to your GoHenry Account.

Corporate Actions: Any event initiated by a company or corporation which impacts shareholders (e.g. changes to investment objectives/strategies, mergers, takeovers, rights issues, open offers and consolidations).

Current Tax Year: The current period between 6th April and 5th April of the following year.

Custodian: Seccl Custody Limited.

FCA Rules: The rules contained in the FCA's handbook of rules and guidance, as may be amended and updated from time to time.

GoHenry Investment Services: The services that GoHenry will provide to you as further defined in Section 1 (the General Terms).

GoHenry Account(s): The accounts provided by the Custodian which will hold the investments that are made available through the GoHenry Investment Services.

GoHenry Parent: As defined in the GoHenry UK Cardholder Terms and Conditions.

ISA: Individual savings account, which is a tax-exempt savings scheme for individuals established under the ISA Regulations.

ISA Regulations: The Individual Savings Account Regulation 1998 (as amended from time to time) which governs the establishment and operation of an ISA.

JISA: Junior Individual savings account, which is a tax-exempt savings scheme for children established under the JISA Regulations.

Order: An instruction received by the Custodian from GoHenry to buy or sell investments within your GoHenry Account.

Previous Tax Year: Any previous period between 6 April and the following 5th April.

Seccl: The Custodian, which is Seccl Custody Limited.

U.S. Person: Any United States citizen or other person who is defined as such by the United States Internal Revenue Services the detail of which is accessible via www.irs.gov

Withdraw or Withdrawal or Withdrawn: Your instruction to transfer cash and/or investments from your GoHenry Account through your GoHenry Parent account.

APPENDIX 2 - FEES

1. GoHenry Account Fee

The GoHenry Investment Services account fee is 0.45% per year of the average total value of the investments over the period and is payable for each account held.

The account fee is calculated daily (based on 1/365 of the GoHenry Investment Services account fee percentage rate above) on the value of all of your investments held via the GoHenry Investment Services and deducted on the 10th of the month or nearest working day.

If you close, withdraw or transfer out your account during the year, we will deduct any accrued fees due prior to making the transfer.

2. Additional Fund Management Charges Apply

The managers of the funds will also levy a fund management charge on your fund investments and may incur certain transaction costs.

These charges (and certain other expenses) are included in the valuation of your investments. However, whilst you do not pay these charges directly, they will affect your overall return.

3. Paper Copy Fees

We provide electronic copies of statements, contracts notes and other documentation through the GoHenry mobile or web app, or any other medium through which GoHenry may make such documents available, for free.

If you require us to send paper copies to you by post, we charge £5 per item to cover the costs of production and postage (Paper Copy Fee).

4. Withdrawal Fees

We provide Transfer Out and Withdrawal free of charge if made by BACS or Faster Payments.

If you require us to send a Transfer Out or Withdrawal via CHAPS, we charge £20 per transfer to cover the costs levied by the Custodian Partner (CHAPS Withdrawal Fee).