

GOHENRY INVESTMENT SERVICES TERMS AND CONDITIONS

Last updated on 16 December 2020

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 from time to time. If there is anything contained in these Terms 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.

1. General

These Terms are between you, the gohenry Parent, and gohenry Family Finance Limited, with the company number 12920518 and a registered office at 9 Angel Courtyard, High Street, Lymington, Hampshire, SO41 9AP. 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, 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 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 by the Financial Conduct Authority (“FCA”) (FRN: 574048).

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 <https://www.handbook.fca.org.uk/handbook>.

4. Services

We will provide you with the following **gohenry Investment Services** through the gohenry app:

- Access and use the Platform Account(s); and
- Execution of your investment instructions via the Platform; and
- Receive updates on your Platform Account(s); and
- Custody of assets and custody of money offered through the Platform Account(s); and
- ISA management through the Platform Account(s).

5. Availability

We promise to always do our best to ensure that the gohenry Investment Services is 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.

Platform

We have selected Third Platform Services Limited, a company incorporated in England and Wales under company number 09588254 and having its registered office at Birchin Court, Birchin Lane, London, England, EC3V 9DU, authorised and regulated by the FCA (FRN: 717915) (the “Platform”) to provide you with a **Junior Individual Savings Accounts (“JISA”)** and **Individual Savings Accounts (“ISA”)** (together the “Platform Accounts”).

By opening an ISA you agree to the Platform’s ISA [terms and conditions](#)

By opening a JISA you agree to the Platform’s JISA [terms and conditions](#)

For the avoidance of doubt, the Platform (and not gohenry) will be responsible for providing you the Platform Accounts but not for the constituent investments held therein. This arrangement with the Platform means that you will remain a client of ours. However, the Platform will be directly responsible to you for the provision of the Platform Accounts which comprise trade execution, safe-custody, settlement and acting as Manager of the JISA or ISA you open through us. We shall not be responsible to you for the actions or failures of the Platform and the Platform shall not be responsible to you for our actions or failures.

These Terms (and in particular Section 2 - Platform Terms) 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. However, please note that the Platform will only start to provide services to you if and when you open a Platform 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 is 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 Platform and to agree and enter into an agreement with the Platform on your behalf; (ii) give instructions to the Platform and provide information concerning you to the Platform, and the Platform is entitled to rely on such instructions and information without contacting you directly; (iii) terminate the appointment of the Platform and to instruct the Platform to transfer the Platform Accounts and the assets and cash in relation to your Platform 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 Platform are set out in Section 2 of these Terms.

6. 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.

7. 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.

The Platform shall facilitate the payment to us of the fees (plus VAT, if any) payable by you. If the available funds are insufficient, the Platform may, on our instruction, sell assets held as part of your investment accounts to cover such charges. Please see Section 2 below which explains in more detail how this may take place.

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.

8. 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 US 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 US 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.

9. Contributions

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

Contributions to your Platform 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.

10. 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 Platform. Subject to the terms of your ISA, to meet Withdrawal requests, the Platform 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 Platform 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.

11. Transfer outs

You can transfer out your Platform 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.

12. 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.

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.

13. Instructions

When you use the gohenry Investment Services to select or make changes to the investments held in the Platform 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 Platform. You acknowledge and agree that all instructions and authorisations given by you in relation to the Platform 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 Platform. When we receive an instruction from you we will use all reasonable endeavours to ensure that the instruction is transmitted to the Platform 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 Platform as soon as reasonably possible. However, we will not otherwise be responsible for any delay.

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

Section 2 of these Terms sets out the Platform's obligations and duties with respect to instructions that are sent to them from us in relation to your Platform Accounts.

14. Communications

We may communicate with you about the gohenry Investment Services and the investments held within the Platform 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.

15. 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 Platform 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.

You agree that the Platform shall provide the Reports to us, so that we may make these available to you via the gohenry Investment Services. Whilst we shall be responsible for making available to you any Reports provided to us by the Platform, you acknowledge and agree that we shall not be responsible for any inaccuracies or omissions in the Reports we provide to you. For further information with respect to the responsibilities owed by Platform to you in preparing the Reports and other information, please see Section 2 of these Terms.

16. 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.

17. Personal data

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

18. 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. Please note that our function is to pass messages to and from the Platform, and the Platform then acts upon those messages (in accordance with its own terms as set out in clause 6 above), but 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 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 or the Platform as a result of your breaching these Terms or providing untrue, inaccurate or incomplete information.

19. Termination

You may terminate these Terms 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. You may not terminate these Terms in relation to a Junior ISA, except by transfer to an alternative provider or by redemption by the beneficiary according to the prevailing HMRC rules. Transactions already in progress will be completed in the normal course of business. We will close your Platform Accounts as soon as practicable after receiving your notice to terminate these Terms. If you decide to close your gohenry investment account in its entirety, we will treat that as notice to terminate these Terms and realise any Platform Accounts. Our fees (as set out in Appendix 1) shall continue to apply until the later of the date of the termination of these Terms or the settlement of all outstanding transactions in respect of the Platform Accounts.

We may terminate these Terms 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 Platform close your Platform 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, we will instruct the Platform to re-register your assets and transfer your cash as you reasonably request. If you make no reasonable request, we may, at our discretion, instruct the Platform to 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, the JISA will have to be Transferred Out to another provider as set forth in section 12 of these Terms.

20. Amendments

We may amend these Terms, the Terms of Use, at our sole discretion for any reason we consider necessary or appropriate. Your continued use of the gohenry Investment Services and Platform Accounts after any changes are posted will mean that you agree to be bound by the Terms as amended. If we propose to make any changes to these Terms that we consider are not detrimental to you, we can make these changes with immediate effect. If we propose to make changes to the Terms that we consider may be detrimental to you, we will provide you with at least 30 days' notice in advance of the proposed change.

21. Complaints

If you have any complaints in relation to the gohenry investment 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

22. 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.

23. 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 Platform 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.

24. 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.

25. 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 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 - PLATFORM TERMS

1. Relationship with Third Platform Services

We and Resolution Compliance Limited have entered into an agreement (Agreement) with Third Platform Services Limited, (Third Platform Services), on behalf of ourselves and each of our clients whereby Third Platform Services has agreed to provide clearing and settlement, safe custody and associated services for our clients who are subject to this agreement. Third Platform Services may also provide additional services such as investment dealing services as we may from time to time agree with Third Platform Services.

Third Platform Services, with company number 09588254, has its registered office at Birchin Court, Birchin Lane, London, England, EC3V 9DU. Third Platform Services is authorised and regulated under register number 717915 by the Financial Conduct Authority (FCA) which is at 12 Endeavour Square, London, E20 1JN and is a member of the London Stock Exchange.

The current terms and conditions of Third Platform Services and the principal terms of the Agreement with them as it applies to our clients including you are set out or summarised below.

In consideration of Third Platform Services making their services available to you, you agree that:

- we are authorised to enter into the Agreement on your behalf as your agent and that you are bound by the terms of the Agreement as summarised in this Schedule which constitute the formation of a contract between you and ourselves and also between you and Third Platform Services;
- we are authorised to give instructions (as provided for our terms of business (Terms) and the Agreement) and provide information concerning you to Third Platform Services and Third Platform Services shall be entitled to rely on any such instructions or information without further enquiry;
- Third Platform Services is authorised to hold cash and investments on your behalf and is authorised to transfer cash or investments from your account to meet your settlement or other obligations to Third Platform Services.

Third Platform Services neither provides investment advice nor gives advice or offers any opinion regarding the suitability or appropriateness (as appropriate) of any transaction or order and relies on information provided to it by us in respect of all such matters. In the same way we are not responsible for Third Platform Services' actions, omissions or any obligation they may owe you under the FCA Rules or the regulatory system.

2. Categorisation and Capacity

For the purposes of the FCA Rules, Third Platform Services shall (unless otherwise separately notified to you by them) adopt the same client categorisation in relation to you as that determined by us and rely on information provided to them by us as to that categorisation.

The following provisions shall apply to you if you fall within the categories specified below:

- joint account holders shall be jointly and severally liable to Third Platform Services and Third Platform Services may discharge its obligations to make any payment or account to all such holders by making such payment or account to any one or more of them;
- the trustees of any trust shall be regarded as Third Platform Services' client (as opposed to any beneficiary) and shall be jointly and severally liable to Third Platform Services; and
- all the partners of any partnership which is Third Platform Services' client shall be jointly and severally liable to Third Platform Services.

Where you are acting as agent on behalf of another (whether disclosed to us or not) you will be, and at all times remain,

liable to Third Platform Services as principal in relation to any bargains which are to be performed under the terms set out in this Schedule and Third Platform Services will treat you as its client under the FCA Rules. You agree that you will be liable to Third Platform Services jointly and severally with any such underlying person in respect of all obligations and liabilities arising from instructions given to Third Platform Services.

3. Client Accounts

Third Platform Services shall open and maintain one or more account(s) on its books in connection with the services to be provided by Third Platform Services under the terms set out in this Schedule. Any cash and investments delivered by you or held for your account shall be recorded in such account(s).

4. Communication and Instructions

Third Platform Services shall only accept instructions concerning your account(s) from us and not directly from you, unless a separate specific agreement has been entered into relating to the giving of instructions, including such further mandate and/or indemnities as Third Platform Services may require. In the absence of actual notice in writing to the contrary received from us in sufficient time to prevent the processing of any instructions, Third Platform Services shall be entitled to rely upon and act in accordance with any instruction which Third Platform Services believes in good faith to have been given by us and our agents on your behalf. Third Platform Services reserves the right to take such action as it considers appropriate in the event that it has sought instructions from us and we have failed to respond within a reasonable time. Third Platform Services will not be responsible for any delays or inaccuracies in the transmission of any instructions or other information due to any cause outside Third Platform Services' reasonable control.

Third Platform Services may, in its absolute discretion, refuse to accept any order or other instruction for your account(s). Third Platform Services will advise us of its decision and may advise us of the reason for its decision unless prevented from doing so by law, Court order or instruction by the FCA.

You should direct all enquiries regarding your account to us and not to Third Platform Services.

Any communications (whether written, oral, electronic or otherwise) between you, us and/or Third Platform Services shall be in English.

5. Dealing

Third Platform Services will be responsible for executing bargains as instructed by us on your behalf.

For this purpose, we, rather than you, shall be Third Platform Services' client for the purposes of the FCA Rules. If Third Platform Services provides dealing services for your account and in doing so executes a transaction on your behalf the following provisions shall apply:

- all such bargains shall be executed by Third Platform Services subject to applicable FCA rules and guidance (FCA Rules) and the rules of any relevant exchange, market or other execution venue;
- instructions from us in relation to such bargains will be regarded by Third Platform Services as specific instructions from you;
- bargains will be conducted in accordance with Third Platform Services' execution policy as amended from time to time, details of which are available at the following web address – www.thirdfin.com - including the possibility that it will execute some bargains otherwise than on an exchange, market or other execution venue within the European Economic Area (EEA);
- Third Platform Services may combine orders that are received for your account with orders that are received for the accounts of its other clients or with its own orders. You acknowledge that aggregation of such orders may operate on some occasions to your advantage and on some occasions to your disadvantage;
- Third Platform Services will only aggregate orders if the conditions set out in the relevant FCA Rules are met: that it would be unlikely that the aggregation of orders and transactions will work overall to the disadvantage of any client whose order is to be aggregated; and that Third Platform Services will disclose to each client whose order is to be aggregated that the effect of aggregation may work to its disadvantage in relation to a particular order; and that an

order allocation policy will be established and effectively implemented. This disclosure is taken as compliance with that requirement;

- following the execution of any bargains by Third Platform Services we will, unless you have otherwise instructed us, send a contract note or advice to you. The terms of any contract note shall be conclusive as to any matter contained or provided in such note unless Third Platform Services is notified in writing by us forthwith or, in any event, prior to the settlement date for such transaction.

6. Settlement of Transactions

All bargains will be due for settlement in accordance with the terms of the relevant contract note or advice. You undertake to ensure that all investments and other documents of title and/or transfer forms that are required and or/ any relevant cash balance are delivered, transferred or paid to Third Platform Services (or to Third Platform Services' order) in sufficient time on or before the contractual settlement date to enable Third Platform Services to settle the transaction and that all cash and investments held by, or transferred to Third Platform Services will be and remain free from any lien, charge or encumbrance. All payments due to Third Platform Services will be made without set-off, counterclaim or deduction.

You acknowledge that in settling bargains on your behalf, Third Platform Services is acting as agent on your behalf and that Third Platform Services will not be responsible for any default or failure on the part of any counterparty to a transaction or of any depositary or transfer agent and delivery or payment will be at your entire risk.

You acknowledge that you shall not have any rights in respect of any cash or investments that are due to be received pursuant to a transaction and that Third Platform Services shall have no obligation to account to you for any such cash or investments until you have performed your obligations in relation to such bargains and Third Platform Services, as your agent, has been able to settle the transaction. Third Platform Services shall, without further notice to you, be entitled to sell or otherwise dispose of any such investments and apply any proceeds or any such cash received by Third Platform Services under a relevant settlement in discharge or reduction of any of your obligations in relation to such bargains.

All bargains will be settled in accordance with:

- the rules, customs and practices of the exchange, market or other execution venue on which the bargain was executed and their related clearing house, clearing system or depositary; and
- the terms of any applicable agent or custodian employed by Third Platform Services, including but not limited to, any right of reversal of any bargain (including any delivery or redelivery of any investment and any payment) on the part of any such entity or person.

7. Custody

Third Platform Services will register your investments either:

- in an account designated with your name, if this has been requested by us; or
- in the name of our nominee or a custodian nominated by Third Platform Services (which may be Third Platform Services' own nominee).

All investments held in custody will be pooled and allocated between clients in accordance with the FCA Rules in particular the FCA custody rules. Accordingly, individual entitlements may not be identifiable by separate certificates, documents of title or entries on the issuer's register. In the event of an irreconcilable shortfall following a default by any custodian or any third party holding or delivering clients' investments, you may not receive your full entitlement and may share in any shortfall on a pro rata basis.

Third Platform Services will be responsible for receiving and claiming dividends and interest payments to be credited to you. TPS will also credit any trail, renewal or similar commission it receives for your account. All dividends, interest and commission credited to your account or paid to you will be net of any withholding tax and other deductions required to be made by Third Platform Services and/or the payee in accordance with applicable legal or regulatory requirements. Third Platform Services will provide details of all such deductions required to be made by it and will pass on such information in relation to such deductions by others as it may receive. We will be responsible for any costs and expenses Third Platform

Services may incur in receiving and claiming dividends, interest payments and commission. Third Platform Services, its nominee and any relevant custodian will not be responsible for reclaiming any withholding tax and other deductions but nonetheless may do so.

Third Platform Services shall not be responsible for informing us of any Corporate Actions or events concerning investments held in custody including take-over offers, capital reorganisations, company meetings, conversion or subscription rights but will nevertheless do so insofar as reasonably practicable. Third Platform Services will take up or participate in such events as instructed by us provided that such instructions are received within such time as Third Platform Services may stipulate. All entitlements relating to Corporate Actions in connection with investments held in pooled accounts will be allocated as far as is reasonably possible on a pro-rata basis, however, Third Platform Services may if this is not possible adjust the allocation of entitlements in such a way as appears to them to achieve a fair treatment for all participants in the pool.

Third Platform Services may appoint agents, nominees and custodians (whether in the United Kingdom or overseas), to hold investments held in custody. Third Platform Services may also appoint sub-custodians (including sub custodians overseas) being qualifying custodians for the purposes of the FCA Rules, to hold investments for your account or us (as the case may be) on such terms as Third Platform Services considers appropriate. Third Platform Services will exercise reasonable care in the selection of agents, nominees and custodians and before nominating a custodian it will undertake a risk assessment of that custodian in accordance with the FCA Rules which it will copy to us a reasonable time before the Custodian is appointed. Third Platform Services may from time to time notify us of its arrangements for holding securities in its own name or the name of its nominees and you agree that any such arrangements as so notified shall be binding on you. Third Platform Services will be responsible for the acts and omissions of its nominee, however, in the absence of fraud or wilful default, Third Platform Services shall not be responsible for the default of any agents, nominees and custodians, securities depository, intermediate broker, clearing or settlement system or participant in such a system. In the case of any investments held overseas there may be different settlement, legal and regulatory requirements in overseas jurisdictions from those applying in the United Kingdom and there may be different practices for the separate identification of investments.

8. Client Money

Any money (in any currency) received by Third Platform Services for the account of any Client will be received and held by Third Platform Services in accordance with the FCA Rules in particular the FCA Client Money Rules. Client Money will (unless we instruct Third Platform Services to pay such money into an individual Client account established by us) be held in an omnibus Client Money Bank Account with an approved bank, or banks, nominated by Third Platform Services in which Third Platform Services will hold all money it is holding on behalf of our Clients.

In the event of an irreconcilable shortfall in the omnibus Client Money Bank Account following a default of an approved bank or any third party holding money on behalf of our Clients (such as a clearing house, settlement or money transfer system) you may not receive your full entitlement and may share in any shortfall on a pro rata basis. It is our responsibility to bring these arrangements your attention.

Third Platform Services may, from time to time, hold Client Money in a Client Money Bank Account with an approved bank outside the United Kingdom. In such circumstances, the legal and regulatory regime applying to the approved bank with which such money is held will be different from that of the United Kingdom and, in the event of a default of the approved bank, such money may be treated differently from the position that would apply if the money was held by an approved bank in the United Kingdom. It is our responsibility to bring these arrangements to your attention.

Third Platform Services will pay interest on Client Money at such rate as it may specify and such interest will be credited to each Client Money Bank Account not less than once every six months.

You agree that Third Platform Services will cease to treat as Client Money any unclaimed balances after a period of six years and Third Platform Services has otherwise taken reasonable steps to trace you and return any balance to you. Third Platform Services will nevertheless make good any subsequent valid claim against such balances.

Third Platform Services may also appoint agents, sub-nominees and sub- custodians (whether in the United Kingdom or

overseas), to hold investments held in custody. Third Platform Services will exercise reasonable care in the selection of agents, sub-nominees and sub-custodians and before nominating a custodian it will undertake a risk assessment of that custodian in accordance with the FCA Rules. Third Platform Services will be responsible for the acts and omissions of its nominee, however, in the absence of fraud or wilful default, Third Platform Services shall not be responsible for the default of any sub-nominee, custodian, sub-custodian, securities depository, intermediate broker or agent, clearing or settlement system or participant in such a system. In the case of any securities held overseas there may be different settlement, legal and regulatory requirements in overseas jurisdictions from those applying in the United Kingdom and there may be different practices for the separate identification of securities.

Third Platform Services reserves a right to retain all cash, investments or other assets of any description paid or delivered (or which are due to be paid or delivered) to Third Platform Services for your account.

9. Security and Default

As continuing security for the payment of all sums due to Third Platform Services including any present and future obligations by you, you hereby agree to grant and grant Third Platform Services:

a continuing general lien and right of set-off over and in respect of, all and any investments, documents of title to property, documents representing property and all money, investments and other assets of any nature held by or subject to the control of Third Platform Services (its nominees and custodians) for your account (including, without limitation, the benefit of all contractual rights and obligations and any proceeds of sale).

You and we will, at the request of Third Platform Services, take such action as may be required to perfect or enforce any security interest and each irrevocably appoints Third Platform Services as their attorney to take any such action on their behalf.

You represent and warrant, jointly and severally with us, to Third Platform Services that all money, investments or other assets of any nature transferred to or held by Third Platform Services their nominees and custodians for your account are your sole and beneficial property or are transferred to or held by Third Platform Services their nominees and custodians with the legal and beneficial owner's unconditional consent and are free of such owner's interest and, in any event, are and will be transferred to or held by Third Platform Services their nominees and custodians free and clear of any lien, charge or other encumbrance and undertake that neither you nor we will charge, assign or otherwise dispose of or create any interest therein.

If you fail to comply with any of your obligations to Third Platform Services, the security interest referred to above in this **Clause 9** shall be enforceable and the powers conferred by Section 101 of the Law of Property Act 1925 (as varied and extended by this Agreement) shall be exercisable. Section 103 of the Law of Property Act 1925 shall not apply to this Agreement. In such circumstances Third Platform Services may without prior notice and free of any interest of yours, sell, charge, pledge, deposit, realise, borrow or otherwise deal, with any investments or other assets Third Platform Services their nominees and custodians are holding for your account on any terms it considers appropriate. The proceeds of any sale or realisation of such investments or other assets and any moneys from time to time deposited with or held by Third Platform Services their nominees and custodians under this Agreement, shall be applied towards the satisfaction of your liabilities to Third Platform Services.

Third Platform Services shall have no liability whatsoever to you or us for any cost, loss, liability and expense, including without limit any loss of profit or loss of opportunity incurred or suffered by you or us in consequence of any exercise by Third Platform Services of any right or remedy hereunder and any purchase, sale, or other transaction or action that may be undertaken by Third Platform Services shall be at such price and on such terms as Third Platform Services shall reasonably determine.

In exercising any right or remedy pursuant to this Clause 9, Third Platform Services is authorised to combine accounts, effect such currency conversions and enter into such foreign exchange transactions with, or on behalf of, you or us, at such rates and in such manner as Third Platform Services may reasonably determine.

No third party shall be required to enquire as to the validity of the exercise by Third Platform Services of its powers under this Clause 9.

10. Liability and Indemnity

Neither Third Platform Services, nor any of its directors or employees, shall be liable for any loss or damage sustained by you as a result of the provision by Third Platform Services of its services, save that nothing in the terms set out in this Schedule exclude or restrict any liability of Third Platform Services resulting from:

- death or personal injury;
- breach of any obligation owed to you under the regulatory system; or
- the negligence, fraud or wilful default of Third Platform Services.

Subject to the Clause above, no party shall be liable for loss of profits, loss of opportunity, loss of business, loss of savings, loss of goodwill, loss of anticipated savings (in each case whether direct or indirect) or for any type of special, indirect or consequential loss howsoever caused, even if such loss was reasonably foreseeable or Third Platform Services had been advised of the possibility of another party to this Agreement incurring the same.

Third Platform Services shall not be responsible or liable for any failure to provide any of the services if such failure results from any event or state of affairs beyond Third Platform Services' reasonable control (including, without limit, any third party failure of communication or equipment, any third party failure or interruption in the supply of data, any political crisis or terrorist action, the suspension or limitation of trading by any exchange, market or other execution venue, clearing house, broker, intermediary, settlement agent or OTC counterparty or any fire, flood or other natural disaster) and, in such circumstances, all and any of Third Platform Services' obligations shall be suspended pending resolution of the event or state of affairs in question.

The provisions of this Clause 10 shall continue to apply notwithstanding the fact that we or Third Platform Services cease to provide services and shall be in addition to any other right of indemnity or claim whether pursuant to these Terms or otherwise and shall not be affected by any forbearance, whether as to payment, time, performance or otherwise.

11. Charges

Any fees or charges payable by you in relation to the services provided by Third Platform Services and taxes payable via Third Platform Services will be set out in our **charging schedule** as notified to you from time to time. Third Platform Services is entitled to pay such charges out of assets and money held for you or by set off under Clause 9 or to require you to pay them direct to it or via us. You may be liable for other taxes or charges not payable via Third Platform Services.

12. Conflicts of Interest

Third Platform Services or its associates may provide services or enter into bargains in relation to which Third Platform Services, or its associates, has, directly or indirectly, a material interest or a relationship of any description with a third party which may involve a conflict of interest or potential conflict of interest with you.

Third Platform Services may receive remuneration from fund managers in connection with Third Platform Services providing services to them. These payments are calculated by reference to the value of assets that Third Platform Services holds in custody for its clients.

Third Platform Services has adopted conflict of interest policies in accordance with the FCA's requirement for authorised firms to pay due regard to the interests of their clients, treat them fairly and manage conflicts of interest fairly, both between themselves and their clients and between different clients.

You acknowledge that neither Third Platform Services nor any of its associates is required to disclose or account to you for any profit made as a result of acting in any manner described above.

13. Data Protection and Confidentiality of Information

Third Platform Services may use, store or otherwise process personal information provided by you or us in connection with the provision of the services for the purposes of providing the services, administering your account or for purposes ancillary thereto. In the UK, Third Platform Services operates in accordance with, applicable data protection legislation. The Agreement sets out certain obligations on Third Platform Services as the Data Processor of your personal information, as required by that legislation.

The information Third Platform Services holds about you is confidential and will not be used for any purpose other than in connection with the provision of the services. Information of a confidential nature will be treated as such provided that such information is not already in the public domain. Third Platform Services will only disclose your information to third parties in the following circumstances:

- where required by law or if requested by the FCA or any other regulatory authority or exchange having control or jurisdiction over Third Platform Services (or any associate);
- to investigate or prevent fraud or other illegal activity;
- in connection with the provision of services to you;
- for purposes ancillary to the provision of the services or the administration of your account, including, without limitation, for the purposes of credit enquiries or assessments;
- at your request or with your consent. This may be subject to the proviso that Third Platform Services may disclose your information to certain permitted third parties, such as members of its own group, its service providers and its professional advisers who are bound by confidentiality codes.

Third Platform Services will not sell, rent or trade your personal information to third parties for marketing purposes without your express consent.

Please be advised that, in using the service, Third Platform Services may send your information internationally including to countries outside the European Union, including the United States of America. However, Third Platform Services will always take steps and implement measures to ensure the transfer is in compliance with applicable data protection legislation. Such measures may include (without limitation) transferring your information to a recipient in a country that the European Commission has decided provides adequate protection for personal data, to a recipient that has achieved binding corporate rules authorisation in accordance with applicable data protection laws, or to a recipient that has executed standard contractual clauses adopted by the European Commission. In accordance with data protection legislation, you are entitled to request further information on the measures used for the international transfers. In the first instance, you should direct any such request to us and we will pass your request on to Third Platform Services.

In accordance with data protection legislation, you are entitled to a copy of the information Third Platform Services hold about you. In the first instance, you should direct any such request to us and we will pass your request on to Third Platform Services. You should let us know if you think any information Third Platform Services holds about you is inaccurate and we will ask Third Platform Services to correct it.

14. Complaints

In the event of any complaint regarding Third Platform Services' services you should contact the Compliance Officer of Third Platform Services.

The Compliance Officer will, as soon as is practicable, investigate the matter with any employees who may be directly concerned to determine the appropriate course of action. After investigating the Compliance Officer will write to you detailing the results of the investigation and offering, where appropriate, redress.

Third Platform Services will consider a complaint to be closed in any of the following circumstances:

- If at any time you have accepted in writing an offer of redress or have written to the Firm confirming that you are satisfied with the Firm's response to the complaint (or simply confirm in writing that you wish to withdraw the complaint). The Compliance Officer will write to you acknowledging receipt, making redress (if appropriate) and confirming that the complaint has been closed; or
- If you have not replied to an initial or interim letter offering redress having been invited to do so within eight weeks of the date of the letter.

15. Investor Compensation

Third Platform Services is covered by the UK Financial Services Compensation Scheme. Depending on the type of business and your circumstances, compensation, may be available from that scheme if Third Platform Services cannot meet its obligations to you. Further information about compensation arrangements is available from the Financial Services Compensation Scheme.

16. Amendment

The Agreement may be amended at any time with our consent. Accordingly, Third Platform Services has the right to alter these Terms to reflect such amendments at any time.

17. General

Third Platform Services' obligations to you shall be limited to those set out in these Terms and Third Platform Services shall, in particular, not owe any wider duties of a fiduciary nature to you.

No third party shall be entitled to enforce these Terms in any circumstances.

Any failure by Third Platform Services (whether continued or not) to insist upon strict compliance with any of the Terms set out in this Schedule shall not constitute nor be deemed to constitute a waiver by Third Platform Services of any of its rights or remedies.

These Terms shall be governed by English law and you hereby irrevocably submit for the benefit of Third Platform Services to the non-exclusive jurisdiction of the courts of England.

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 Platform 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.

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 4.

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 Platform from gohenry to buy or sell investments within your Platform Account.

Platform Accounts: The accounts provided by the Platform which will hold the investments that are made available through the gohenry Investment Services

Platform: Third Platform Services Limited

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

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

Withdrawal: Your instruction to transfer cash and/or investments from your Platform 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 at the end of each month.

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 Platform Partner (CHAPS Withdrawal Fee).