



Terms and conditions governing Beanstalk

Beanstalk is a unique app designed to help you build a pot of money for your children, your grandchildren, other people's children or even yourself.

After registering with the Beanstalk App, you can apply to open a Beanstalk Account for yourself / your children setting investment choices for each, or if invited by the parent, link to someone else's child's Beanstalk Account. You can then use the Beanstalk tools to collect or make cash contributions into the Accounts.

These terms and conditions govern the use of the App and **should be read carefully before you accept them**. If there is anything contained in these Terms that you do not understand, please do not hesitate to get in touch by emailing us at XXXXXXX.

The Terms are split into different sections and appendices:

Overview – general terms concerning the relationship between us and you and your rights;

App registration – contains the terms around registering with the App and applying for a Beanstalk account(s);

The Beanstalk Account – applicable if you choose to apply for a Beanstalk Account, covers the terms around contributing into a Beanstalk Account, setting investment choices, our rights to appoint a Platform Provider and how we manage the Account;

Platform Terms – applicable if you have opened a Beanstalk Account, covers the terms under which the Platform Provider provides their services to you;

Using Round ups – applicable if you register to use the Round Up Tool;

Using KidStart – applicable if you use the KidStart Rewards Programme to collect money back on your shopping for your own or someone else's children;

Donor terms – relevant if you use Beanstalk to contribute to someone else's children.

Appendix 1 - Schedule of charges

Appendix 2 - Glossary of terms

Appendix 3 - Conflicts of Interest Policy

Section 1: Overview

Your Agreement with Us

Beanstalk is operated by KidStart Limited (Registration number 05439349). We are authorised and regulated by the Financial Conduct Authority ("FCA"), whose address is 12 Endeavour Square, London, E20 1JN. Our FCA registration number is 473606 and registered address is 10 Plato Place, 72-74 St Dionis Road, London, SW6 4TU.

When you register with the Beanstalk App, you will be accepting these Terms as a part of your registration. Some parts of these Terms may only become applicable if you apply to open a Beanstalk Account or use other specific services we offer.

Customer Protection

Both we and the Platform Provider will treat you as a Retail Client as defined by the FCA Rules. This entitles you to certain protections under these Rules.

The Beanstalk Services

The Services we provide to you include:

- the provision of the Beanstalk App (or, if the App is not available, such alternative means as we may specify) which can be used to
 - apply for and open a Beanstalk Account(s), invest and manage your selected investments, and view information about your Account, and/or
 - link to other people's Beanstalk Accounts;
- a variety of tools which can be used to collect or make Contributions into your Beanstalk Account(s);
- the functionality to allow you to invite others to contribute to your children's Accounts;
- arranging safekeeping for your investments.

We will do our best to ensure that the App is available for you to use at any time, but there may be delays to our services and times when the App and your Account(s) are not available and where we may not be able to facilitate your instructions.

We may suspend the operation of our services if we consider it necessary, including because of technical problems, emergencies, maintenance, regulatory reasons, if we decide it is sensible for your protection, or in periods of exceptional trading activity.

We are committed to treating you fairly when we manage your Account(s). Under the FCA's Rules, when transmitting your instructions we are required to act in your best interests and to take all reasonable steps to obtain the best possible result.

Your Use of the App

We will provide you with security details to access the App. You must keep these details safe and confidential and notify us immediately if you think that someone else may know these details and/or may have unauthorised access to your Profile.

You must not undertake any action that could compromise the security or effective working of our Services. Any such action will be considered a material

breach of these Terms.

You are responsible for monitoring your Profile, ensuring that you read all messages that have been sent to you (whether through the App, via the email address you have provided to us, or any other means) and informing us if there is something wrong.

Communications and documentation

We will give you documentation regarding the investment transactions you carry out in your Account(s) in accordance with the FCA Rules including contract notes, valuation reports and periodic statements ("Documentation").

You agree and consent to electronic delivery of Documentation via email and the App. Should you wish to receive paper communications, this may be subject to additional fees as outlined in the Schedule of Charges in Appendix 2.

We will send correspondence to you by such means as we shall consider appropriate which may include by email, by post and/or via the App.

You must ensure that the contact information we have for you is up-to-date. If we are required to provide you with written notice then this may be given to you via the last email address you have provided and an email sent to that email address will be deemed valid notice for all purposes.

If we require your input and are unable to reach the you, we may temporarily suspend or close your Beanstalk Profile or Account(s).

We cannot guarantee that electronic communications will be successfully delivered, or that they will be secure and virus free. We will not be liable for any loss, damage, harm or inconvenience caused as a result of a communication, including email, being lost, delayed, intercepted, corrupted or otherwise altered, or failing to be delivered for any reason beyond our control.

Instructions Given Via the App

When you use the App to make changes to your Beanstalk Profile or Account(s), or to indicate your intention to undertake an investment transaction, such use will constitute your instructions to us.

You understand that, in certain circumstances as detailed in these Terms, we may restrict or suspend your access and use of the App. In particular, you should note that we may take this action where (a) we reasonably believe that the security of your Beanstalk Profile or Account(s) has been compromised, and/or (b) it is illegal or against any relevant rule or regulation for instructions to be sent to the relevant third parties.

You agree that all instructions and authorisations given by you in respect of your Beanstalk Profile and Account(s) must be sent by you personally and by no one else, and that your instructions are effective when they are received by us.

When receiving and transmitting instructions from you to buy or sell your investments, the Platform Provider will apply their Execution Policy. Where a delay occurs in transmitting an instruction due to factors outside our reasonable control (including, without limitation, where the App is unavailable) we will ensure that your instruction is executed as soon as possible. However, we will not otherwise be responsible for any delay.

Fees

You are responsible for the fees set out in the Schedule of Charges attached at Appendix 2 in respect of our Services which will be deducted by the Platform Provider from the respective Cash Reserve Account as outlined from time to time on the App and in Appendix 2 of these Terms.

We will also be entitled to charge all taxes, duties or levies to which we or the Platform Provider become liable as a result of acquiring, holding or disposing of any investment or other asset allocated to your Beanstalk Account. We reserve the right to pass on any charges imposed by any third parties incurred by any transfer, Withdrawal or termination.

Charges will be applied to the Cash Reserve Account for the Beanstalk Product in which the Assets generated the charge, save that charges relating to Assets held within a Beanstalk ISA or Beanstalk JISA may be applied to the Beanstalk GIA providing a Beanstalk GIA exists and has sufficient cash to cover the charges.

Where your account does not hold sufficient cash to pay the fees due, we or the Platform Provider will be entitled to dispose of investments at our / its discretion and without liability in order to pay the amounts due.

If for any reason the value of your investments is insufficient to meet any such fees, charges, expenses or tax payable, you agree to pay us on demand the amount of any such shortfall.

Your Personal Information and Data

By registering with Beanstalk, opening a Beanstalk account or using our App in relation to the Beanstalk Services and the Platform Services you hereby consent to our processing your personal data in accordance with our Privacy Policy.

You authorise us to provide HMRC with any information required by them concerning your Beanstalk Accounts.

Conflicts of Interest

We, or anyone connected with us, may carry out certain transactions for you where we, or another client of ours, have a duty that may conflict with our duty to you.

We are determined to treat our clients fairly at all times. We have a policy to ensure that we identify and handle conflicts between the interests of the KidStart, our employees and our clients and also between clients fairly and treat our clients with honesty and integrity at all times.

Our Conflicts of Interest Policy is detailed in Appendix 3. The policy sets out the types of actual or potential conflicts of interest which may arise given the nature of our business and provides details of how these would be managed.

Our Liability to You

Subject to FCA Rules, we shall not be liable for any losses suffered by you unless the loss arises from our negligence or fraud, or from our failure to comply with applicable laws or the FCA Rules.

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 and avoid in relation to your Beanstalk Account including, for example, our inability to communicate with you due to computer failure or any breakdown or failure of transmission, delays or changes in market conditions, currency fluctuation, failure of any third party to perform its obligations, riots, acts of terror or war, industrial action, governmental restrictions, acts of nature, or our taking any action, or omitting to take any action, to the extent we are required to do so under applicable laws and regulations.

We are not responsible for any loss including loss of profit or loss of value in any investment acquired or disposed of or not acquired or disposed of at your request or otherwise in accordance with our rights under these Terms unless such loss results from fraud, wilful misconduct, negligence or breach of regulatory duty by us or any of our employees.

We will be entitled to dispose of any investment if, in our reasonable opinion, continued retention of such investment would be unlawful, contrary to the ISA Regulations or would impose tax or other costs on us or expose us to liabilities which in each case we may not be able to meet from your Beanstalk Account(s).

We will be entitled to dispose of any investment if required to do so by the terms of any agreement to which we are a party. We will inform you of such an event in advance where feasible.

We will take reasonable care and exercise reasonable due skill, care and diligence in the assessment, selection and appointment of the custodians, bankers, counterparties, agents and other third parties. We accept responsibility for any losses, damages or costs suffered or incurred by you to the extent these are caused by our negligence, wilful default or fraud in the assessment, selection or appointment of such persons. We will not be responsible in any other circumstance for the acts or omissions of any such third parties.

In any event our liability to you 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. Nothing in this clause will act to limit our liability in respect of any liability that cannot be limited as a matter of law.

Your Liability

You will be responsible for any liability or loss suffered or incurred by KidStart or the Platform Provider or their Nominee (including taxes for which you are primarily liable and any expenses reasonably and properly incurred) as a result of your breaching these Terms or providing untrue, inaccurate or incomplete information in connection with your Beanstalk Profile or Account.

This clause will not apply if and to the extent that any liability or loss arises from any negligence, fraud, breach of duty or other basis for loss which cannot be limited by law on the part of KidStart.

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.

Tax

You are responsible for all tax liabilities associated with your Beanstalk Account(s).

Under current HMRC legislation, income and gains generated within the Beanstalk ISA and Beanstalk JISA tax wrappers are free from tax.

A Beanstalk GIA is not a tax-sheltered account. You may incur tax liability on any gains made through the sale of investments held in a Beanstalk GIA.

We do not provide any financial, investment, legal or tax advice. Tax treatment depends on individual circumstances, current law, and HMRC practice, which may be subject to change. You are advised to seek advice from a tax professional prior to investing on the tax treatment of all your investments.

Delegation

We may appoint another person or entity ("Delegate") to advise on or perform all or part of the Beanstalk Agreement, provided that we take all reasonable steps to ensure that such Delegate is suitably competent and qualified to do so. Where we appoint a Delegate (a) this will not affect our liability to you for the Beanstalk Services we have delegated, and (b) this will be undertaken in accordance with these Terms and all applicable laws and the FCA's Rules. Any

group company shall be entitled to enforce provisions of these Terms which shall apply to it as if it were a party to the contract.

Amendments

We may amend these Terms, the Beanstalk Agreement, at our sole discretion for any reason we consider necessary or appropriate. Your continued use of your Account and the Platform after any changes are posted means you agree to be bound by the Terms as amended.

If we propose to make a change to these Terms that we consider is not detrimental to you, we can make the change immediately. We will make information available to you about the change within twenty eight (28) days of the change. If we make a change to these Terms that may in our view be detrimental to you, we will provide you with at least twenty eight days advance notice of the proposed change.

Complaints

If you have any complaint in relation to the services provided by us, please notify us by email at managingdirector@kidstart.co.uk. We will acknowledge your complaint promptly and arrange for the matter to be investigated in accordance with the rules of the FCA (the "FCA Rules") and report the results to you. Please contact us for a copy of our Complaints Handling Policy

If your complaint is unresolved or not settled to your satisfaction, you may refer it directly to the Financial Ombudsman Service ("FOS"). The address of the FOS is Exchange Tower, London E14 9SR. You can also telephone the FOS at: 0800 023 4 567, or email the FOS at: complaint.info@financial-ombudsman.org.uk. You can find out further information about the FOS on its website: www.financial-ombudsman.org.uk.

Compensation

Beanstalk and KidStart are covered by the Financial Services Compensation Scheme ("FSCS"). You may be entitled to compensation from the FSCS if we have ceased trading or have been declared to be in default and unable to meet our respective obligations. Further information about compensation is available from the FSCS (www.fscs.org.uk).

If an investment does not meet its objectives or underperforms, this will not in itself entitle you to compensation from the FSCS, as investment performance is not guaranteed.

Assignment

This agreement is personal to you and may not be transferred to another person.

We may transfer our rights and obligations under these Terms and/or the Beanstalk Agreement at any time without your consent to another entity within our group, or to a third party outside of our group where we reasonably consider that the transfer will not compromise your rights.

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 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.

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.

Section 2: App registration

Registering your profile

To register with Beanstalk, you must be aged 18 or over. Only one Beanstalk registration per person is allowed.

You must provide us with accurate details about yourself and any children you register and you warrant to us that all information you give is complete and correct.

Beanstalk is intended for personal use only to save for yourself and/or children you register. Any other use is expressly forbidden and you agree in particular that you will not use Beanstalk, or any of the tools, for an unlawful purpose or for a commercial purpose.

Applying for a Beanstalk Account

Once you have registered with the Beanstalk App, you may apply to open one or more Beanstalk Accounts which will be either a Beanstalk ISA for yourself and/or a Beanstalk JISA for a child or children you have parental responsibility for. The following specific terms apply to applications for each:

For a Beanstalk ISA

To open a Beanstalk ISA, you must be UK resident for tax purposes, and not a U.S. Person. You agree to notify us immediately if any of these ceases to be correct.

You must not subscribe to a Beanstalk ISA if you have already subscribed to any other stocks and shares ISA in the same tax year, unless you are transferring that ISA to us.

For a Beanstalk JISA

By opening a Beanstalk JISA on behalf of a Child, you declare that you have parental responsibility for the Child, and you will become the Child's Registered Contact.

On opening the Beanstalk JISA and, except in relation to point (d) below, on an ongoing basis, the following must be true:

- a. the Child is resident in the UK or is a UK Crown Employee, a dependent of a UK Crown Employee or is married to or in a civil partnership with a UK Crown Employee;
- b. you are the Registered Contact;
- c. the Child is not a U.S. Person; and
- d. the Child is under 16 or under on the date of the Application

You agree to notify us immediately if any of the above ceases to be correct.

Consent of the existing Registered Contact is required to allow another person to become the Registered Contact. To change the Registered Contact, please contact us for further information and appropriate forms.

You must not subscribe the Child to a Beanstalk JISA if you have already subscribed the Child to any other Stocks and Shares JISA or have a Child Trust Fund ("CTF"), unless you are transferring that JISA or Child Trust Fund to us.

We cannot open a Beanstalk JISA for you until you have transferred to us any CTF or Stocks and Shares JISA you already have.

Before we open your Beanstalk Account, we are required under UK anti-money-laundering legislation to verify your identity. We will search your record for this purpose at credit reference and other agencies and you authorise us to do so, sharing your personal information if necessary. These checks may be recorded at the credit reference agencies but should not affect your credit score or be visible to others.

In support of our verification checks, we may ask you to provide us with documents and other information from time to time and you agree to provide these promptly.

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 and when a Contribution is expected.

Your Right to Cancel

You may cancel your Application at any time within 30 days of submitting your Application. If you notify us that you wish to cancel your Beanstalk Account, you agree that we may sell any investments that may have been made during the cancellation period and we will not be responsible for any losses that you may incur as a result.

Termination

You may terminate this Agreement at any time by providing us with notice, subject to the settlement of all outstanding transactions. Transactions already in progress will be completed in the normal course of business. If you have applied for or opened an Account, we will, where possible under applicable law, close your Account as soon as practicable after receiving your notice to terminate the Agreement. These Terms will continue to apply to any Account that continues in existence.

Our fees (as set out in Appendix 2) shall continue to apply until the later of (1) the date of the termination of the Agreement, or (2) the settlement of all outstanding transactions in respect of your Account (3) the due closure of the Account.

We may terminate your Agreement at any time by giving you thirty (30) business days' prior notice subject to the settlement of all outstanding transactions.

We may terminate your Agreement immediately, freeze any Account you have opened and/or suspend your access to the App without giving you advance notice if we reasonably believe that you:

- a. have materially breached any of the terms of the Agreement or have otherwise provided us with false or misleading information;
- b. are using, or allowing another person to use, your Profile or Account illegally or for criminal activity;
- c. have behaved in an inappropriate manner (for example, if you abuse any of our staff); or
- d. have failed to pay any of the amounts owed under the Agreement.

We may also terminate the Agreement immediately if we reasonably believe that providing you with a service exposes us to action or censure from any law enforcement, government or regulatory body.

Where we terminate the Agreement immediately or freeze your Profile or Account as set out above, we will inform you in writing immediately of our decision and our reasons for making that decision.

On termination of the Agreement for any reason, we will re-register 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.

If relevant to you, please also see the Additional ISA and JISA Terms set out in Section 3 below for additional termination provisions with respect to these respective Beanstalk Products.

Section 3: The Beanstalk Account

Selecting Investments and Risks

Neither we nor the Platform Provider provide financial or investment advice. If you are unsure about what to do or do not understand any aspect of the products or services then you should seek advice from an appropriately qualified financial advisor BEFORE making any commitment.

Any investment made through your Account is subject to potential loss in value and we offer no guarantee as to its performance. You may not recoup the original amount you invested, up to and including losing the entire value of your investment. The past performance of an investment is not a guide to its future performance.

Prior to making any decision to invest you must read the "Key Investor Information Document" or "KIID" relating to the relevant Fund or Security. The KIID contains important information of which you should be aware. You can access the KIID via the App.

Appointment of Platform Provider

KidStart has entered into an agreement with Third Platform Services Limited (the "Platform Provider") under which it provides the Platform and associated Platform Services in respect of your investments made through your Beanstalk Account. The Platform Provider's terms and conditions are included in section 4.

By applying for a Beanstalk Account, you agree that we are authorised as your agent to appoint the Platform Provider to provide these services to you as outlined in section 2. You agree that we are authorised as your agent to terminate the appointment of the Platform Provider and to instruct the Platform Provider to transfer your Assets to an alternative provider selected and appointed by us.

You should direct all enquiries regarding your Account to us and not the Platform Provider as the Platform Provider will not accept instructions from you directly.

We will take all reasonable steps to ensure that the Platform Services are provided to you in accordance with these Terms, all applicable laws and all applicable FCA Rules.

Contributions / Transfers In

Contributions into a Beanstalk Account must be in sterling and can be made as a one-off or regular payment using a direct debit instruction from a bank account in your name, a transfer of an existing ISA, Child Trust Fund or JISA and/or other methods as communicated through our App from time to time.

In the case of a Beanstalk JISA, Contributions can also be made through a transfer of KidStart Savings (as defined by the KidStart Rules in section 6); and/or a payment from Donors you invite to contribute.

In the case of Contributions made by direct debit, Contributions may be subject to certain minima, as notified from time to time through the App. We will notify you when and how your Contributions will be collected after your direct debit instruction is set up through us.

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.

Contributions will be held in accordance with the Payment Services Regulations 2009 in a segregated account with a financial institution and will not be available for investment until cleared.

You are responsible for ensuring that contributions to your Beanstalk ISA and/or a Beanstalk JISA for which you are the Registered Contact, are within allowable limits set out in the ISA Regulations. We may return any over-subscription without your further authority or we may credit such over-subscription to a GIA that we may set up for this purpose.

Any Transfer In of an existing ISA, Child Trust Fund or Junior ISA must be in cash.

Investment Allocation and Dealing

When you apply for a Beanstalk Account, we ask you to choose how you would like Contributions to be allocated between Permitted Investments ("Allocation"). You may change the Allocation at any point through the App but you are solely responsible for determining the Allocation.

On the Business Day before each Order Day, cleared Contributions in cash in your Account will be allocated according to the Allocation in place at that time to create an Order to purchase investments in the proportion you set. Any change in Allocation received after this time will be transacted promptly on a subsequent Order Day.

We will communicate the Order on your behalf to the Platform Provider who will be responsible for executing the Order in line with their conditions contained in section 4.

Over time, the value of the individual Funds or Securities in your Account may change so that they are in a different proportion to the Allocation you initially set. It is your responsibility to monitor your account to decide if you would like to change the Allocation. If you change your Allocation and your existing assets are in a different proportion to your new Allocation, this will create an Order to sell some or all of your existing Securities or Fund and reinvest the proceeds in another Security or Fund. This is known as a 'Switch'.

The sale will normally be placed on the first Order Day following receipt of your Order. Switching will be carried out in accordance with the policy of the Platform Provider applicable from time to time.

On executing Orders, some cash may be automatically retained in your account in order to settle future fees. The process of allocating your Contributions may also result in small differences to your Allocation due to rounding.

We will give access to your Documentation via the App confirming the details of any transaction promptly upon receipt by us of such Documentation.

You must notify us if you receive confirmation of an Order which you did not place or which has not been completed in accordance with your instructions. Please note that you are responsible for checking the accuracy of Documentation and informing us immediately if there appears to be an inaccuracy.

Transfers Out and Withdrawals

You can transfer out your Beanstalk Product to another provider at any time, subject to the applicable legislation and HMRC regulations ("Transfer Out"). Please contact us at XXXXX if you wish to make a Transfer Out. You may need to contact your new plan manager and make arrangements in accordance with their requirements, or have your new plan manager contact us to arrange the transfer.

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

Subject to the specific terms relating to the individual Beanstalk Products, requests for Withdrawals from your account can be made via the App and will be sent by bank transfer to your Nominated Bank Account. If your Withdrawal request is for greater than the balance in your Cash Reserve Account, an Order to sell Funds or Securities to the required amount proportionately across your holdings will be placed for the next Order Date. The Withdrawal will typically be paid to you within five business days of receipt of proceeds by the Platform Provider from the sale.

Payment may be delayed if a fund manager has not sent settlement proceeds to the Platform Provider or if anti-money-laundering and bank verification checks have not been completed successfully.

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.

We may deduct from any amount to be paid to you any outstanding fees due from you. In addition, we may hold back an amount which we reasonably estimate will be enough to meet any tax liability due to HMRC under the ISA regulations or otherwise. We may delay payment until we know that all payments made by you have cleared and we have received all amounts you owe to us.

You may close your Account at any time by emailing or writing to us and Withdrawing all the assets (as permitted under the specific terms relating to the individual Beanstalk Product), or transferring them in cash to another provider.

Death

Upon your death, your legal representative should inform us as soon as possible. An ISA or JISA automatically terminates upon the plan holder's death. Upon death, your Beanstalk ISA or Beanstalk JISA will cease to be tax exempt and will be closed.

We will continue to hold your Assets and any cash until we receive a sealed Grant of Probate or equivalent document, together with instructions from your executors or personal representatives, upon whom these Terms become binding. We will cease to reclaim tax on any income distributions received after the date of death and will repay to HMRC any tax refunds already received in respect of income paid after the date of death.

We will not reinvest Income but will hold it in our Client Account until we can pay it as your executors or personal representatives direct. Any tax reclaimed on Income distributions paid between the date of your death and notification of your death will be deducted by us.

Additional Beanstalk ISA Terms

These terms are in addition to the Terms above and are specific to the Beanstalk ISA.

KidStart will act as ISA Manager for your Beanstalk ISA. If we decide to cease acting as an ISA Manager, we will give you at least thirty (30) business days' notice in writing and the Beanstalk ISA will need to transfer to another manager.

Your Beanstalk ISA will be managed in accordance with HMRC regulations. In the event of a dispute regarding these Terms and HMRC regulations, the HMRC regulations shall be overriding.

If any investment in your Beanstalk ISA ceases to be permitted by the ISA Regulations, then we will inform you of the options available. If we do not receive an appropriate response within thirty (30) days, then we reserve the right to sell that investment.

If you become ineligible to hold a Beanstalk ISA for any reason, we may close your Beanstalk ISA and move all Assets to a Beanstalk GIA that we may set up for this purpose.

Additional Beanstalk JISA Terms

These terms are in addition to the Terms above and are specific to the Beanstalk JISA.

If any investment in your Beanstalk JISA ceases to be permitted by the ISA Regulations, then we will inform you of the options available. If we do not receive an appropriate response within thirty (30) days, then we reserve the right to sell that investment.

If the Child become ineligible to hold a Beanstalk JISA for any reason, we may close the Beanstalk JISA and move all Assets to a Beanstalk GIA that we may set up for this purpose. The Additional GIA terms below will apply to such account.

Withdrawal

Investments may not be withdrawn from a Beanstalk JISA, except after the Child's 18th birthday, where the Child is terminally ill or as otherwise permitted under the HMRC Regulations.

Third Party Contributions

Where permitted, contributions to the Beanstalk JISA may be made by any person you invite through the App. All contributions made to the Beanstalk JISA are considered a gift to the Child and cannot be repaid to either you or the Donor at a later date.

You should only invite people who are eligible under the terms of the Agreement to contribute to your Child.

Maturity

On the Child's 18th birthday, the JISA will remain in a tax-free wrapper, but will be subject to the terms specific to a Beanstalk ISA. Once converted to a Beanstalk ISA, further subscriptions or a Withdrawal cannot be made until the Child:

- notifies Beanstalk of their National Insurance Number; and
- provides the necessary details as required by us to comply with anti-money-laundering regulations.

Additional Beanstalk GIA Terms

In the event your contributions exceed the permitted HMRC limit in any Tax Year, or you or your child become ineligible to hold a Beanstalk ISA or JISA, the excess or ineligible assets may be transferred to a Beanstalk GIA either in your name in the case of an ISA, or opened in your name and designated with the name of the relevant child beneficiary in the case of a JISA, which account will as nearly as possible and subject to law be operated as if it were a JISA.

We shall notify you if this occurs but by making an Application for a Beanstalk account, you give us permission to open a Beanstalk GIA as described without your further consent.

Where you continue to hold an ISA or JISA with us, or you or your Child become eligible again to hold an ISA or JISA, we may transfer Assets from your GIA to the ISA / JISA if there is availability under the subscription limit (for example: at the start of the next tax year).

A GIA held with account designation of a Child will operate as for a Beanstalk JISA, specifically:

- a. withdrawals are not permitted until the Child is 18 and the Child has completed the necessary details to meet anti money laundering legislation;
- b. the GIA will accept contributions from you, from KidStart and from other people you invite. All contributions made are considered a gift to the Child and cannot be repaid at a later date.

Section 4: Platform Terms

Relationship with Third Platform Services

We 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 17 Neal's Yard, London, WC2H 9DP. 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.

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.

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).

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.

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 – thirdplatformservices.co.uk - 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 may aggregate any order with its own orders, orders of connected persons and orders of other customers and clients. 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.

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.

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 issuers 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 their 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 so far 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 the Customer 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 them. 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.

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 the Customer instructs Third Platform Services to pay such money into an individual Client account established by the Customer) be held in an omnibus client money 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 the Customer's Clients.

In the event of an irreconcilable shortfall in the omnibus client money account following a default of an approved bank or any third party holding money on behalf of the Customer's Clients (such as a clearing house, settlement or money transfer system) Clients may not receive their full entitlement and may share in any shortfall on a pro rata basis. It will be the responsibility of the Customer to bring these arrangements to the attention of each Client.

Third Platform Services may, from time to time, hold Client Money in a client 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 will be the joint responsibility of the Customer to bring these arrangements to the attention of each Client.

Third Platform Services will pay interest on Client Money at such rate as it may specify credited to each Client money 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.

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 us will charge, assign or otherwise dispose of or create any interest therein.

If you fail to comply with any of its obligations to Third Platform Services, the security interest referred to in Clause 9.1 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.

Liability and Indemnity

Neither Third Platform Services, nor any of its directors, employees or agents, shall be liable for any loss or damage sustained by you as a direct or indirect 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.

Third Platform Services shall not in any event be liable for loss of profits, loss of opportunity, loss of business, loss of savings, loss of goodwill, claims by third parties, loss of anticipated savings (whether direct or indirect) or for any type of special, direct, indirect or consequential loss howsoever caused, even if caused by Third Platform Services negligence and/or breach of contract and even if such loss was reasonably foreseeable or Third Platform Services had been advised of the possibility of your incurring the same.

You undertake to indemnify Third Platform Services and each of its directors, employees and agents on an after-tax basis, against any liabilities, reasonable costs and expenses (including legal costs) and all duties and taxes (other than Third Platform Services' corporation tax) which are caused by:

- the provision by Third Platform Services of its services to you;
- any material breach by you of any of these Terms;
- any default or failure by you in performing your obligations to make delivery or payment when due; or
- any defect in title or any fraud or forgery in relation to any investments delivered to Third Platform Services by you or on your behalf or in relation to any instrument of transfer in relation to such investments (including any electronic instruction) purporting to transfer such investments.

Third Platform Services shall not be entitled to be indemnified against the consequences to it of its breach of any obligation owed to you under the regulatory system or its own negligence, fraud or wilful default.

Third Platform Services shall not be responsible or liable for any failure to provide any of the services if such failure results wholly or partly from any event or state of affairs beyond Third Platform Services' reasonable control (including, without limit, any failure of communication or equipment, any 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 Term 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.

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 Term 8 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.

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 or any of its associates may, for example:

- be the counterparty to a transaction that is executed by Third Platform Services (whether or not involving a mark-up or a mark-down by Third Platform Services or its associates);
- be the financial adviser to the issuer of the investment to which any instructions relate;
- have a (long or a short) position in the investments to which any instructions relate; or
- be connected to the issuer of the investment to which any instructions relate.

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.

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 hold 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;
- if it is in the public interest to disclose such information;
- at your request or with your consent. This is of course 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, you explicitly agree that Third Platform Services may send your information internationally including to countries outside the European Union, including the United States of America. Some of these jurisdictions offer differing levels of protection of personal information, not all of which may be as high as the UK in terms of the possible risks and safeguards. However, Third Platform Services will always take steps to ensure that your information is used by third parties in accordance with its policy from time to time.

In accordance with data protection laws 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.

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 the complainant 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 a complainant has accepted in writing an offer of redress or has written to the Firm confirming that he/she is satisfied with the Firm's response to the complaint (or simply confirms in writing that he/she wishes to withdraw the complaint). The Compliance Officer will write to the complainant acknowledging receipt, making redress (if appropriate) and confirming that the complaint has been closed; or
- If the complainant has 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.

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.

Amendment

You agree that Third Platform Services has the right under the Agreement to alter these Terms at any time, upon giving prior notice to us unless it is impracticable in the circumstances to give such notice. We are unable to influence any such amendments.

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 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.

Section 5: Using Round ups

Through the App, you may elect to use our Round Up Tool to make contributions to your Beanstalk Account(s). We work with OpenWrks, our Open Banking Provider, to provide you with these services and are a PSD Agent of OpenWrks.

OpenWrks is a data platform, authorised and regulated by the FCA under reference number 709589. We use OpenWrks to collect and share with you your recent purchases so you can opt to round up the purchase and make a contribution equivalent to the round up amount into your Beanstalk accounts. OpenWrks' terms and conditions can be found [here](#).

Please note that we do not have any control over their products and services and as such, cannot be liable for any failure of such products and services. We therefore strongly encourage you to fully read and understand their terms and conditions before agreeing to them.

Section 6: Using KidStart

Through the App, you can use the KidStart Rewards programme to collect KidStart Savings on your shopping at a wide range of retailers and other service providers. KidStart Savings can in turn be converted into cash and paid into Beanstalk Accounts that you set up for your or other people's children. If use the KidStart Rewards Programme through Beanstalk, you will be bound by the terms in this section.

Earning KidStart Savings

Through the KidStart website, app, prompt and emails ("KidStart Tools"), we tell members of opportunities to collect KidStart Savings, the ways in which KidStart Savings can be earned, the rate at which KidStart Savings can be earned and any other terms and conditions in place from time to time ("Qualifying Purchases").

You can collect KidStart Savings on Qualifying Purchases from retailers' UK based websites or other providers of goods and services nominated by us ("KidStart Retailer"), in each case at the rate and subject to the terms listed on the KidStart Tools.

Transactions with KidStart Retailers that are not Qualifying Purchases will not entitle you to earn KidStart Savings.

All goods and services sold by KidStart Retailers are sold under their normal terms and conditions and we accept no liability for any of their acts or omissions in providing the goods and services detailed on the Website or other advertising, including without limitation exclusions or amendment of their offers.

All KidStart Savings will be credited to your KidStart account (known as a Kiddybank) as soon as reasonably practicable following payment in full to us by the KidStart Retailer. In the event of non or part payment for any reason by the KidStart Retailer, we may at our discretion delay the credit of, or cancel KidStart Savings to your Kiddybank pending such receipt or payment.

We will always endeavour to give notice of any offers or Qualifying Purchases that are changing, but we do reserve the right to make changes without notice or liability.

We reserve the right to adjust your Kiddybank and any KidStart Savings without limit (either upwards or downwards) when in our sole discretion we consider such adjustment to be appropriate including where we consider there to have been any mathematical or other payment errors; where we have made an error in the listing of Qualifying Purchases on the KidStart Tools; where goods are returned; where service contracts or similar are cancelled; where refunds are issued by a KidStart Retailer; if voucher codes (other than those supplied by KidStart) are used; where members have clicked through from other sites in addition to KidStart; where for any reason retailers do not pay us for the KidStart Savings due; where we believe KidStart is being used for a purpose other than that listed below or where it appears to us that there has been any activity that we consider amounts to a breach of these Rules or that we consider may be fraudulent or is otherwise unacceptable to us.

Allocating KidStart Savings to a Child

You can only use KidStart to save for a child / children or child-to-be, a school or a charity. Any other use is expressly prohibited, including the use of KidStart in any way for commercial or trading purposes.

In order to convert KidStart Savings into cash savings, you must first allocate your Kiddybank to the Kiddybank(s) of a child, children, school or charity for whom you would like to save. This will happen automatically through registering a child with Beanstalk or accepting an invitation to save for someone else's child, but you can change the allocations through www.kidstart.co.uk if you so wish.

www.kidstart.co.uk if you so wish.

We will use the allocation percentages that you set to calculate the split of your KidStart Savings to the child Kiddybanks. The allocation will occur at the same time we credit the KidStart Savings to your Kiddybank, (or in the case where you have not yet registered an allocation, at the time you first do so). You can change this allocation at any time, but once allocated we cannot guarantee that the KidStart Savings can be re-credited to your own Kiddybank.

Payment of KidStart Savings into your Beanstalk accounts

When you open a Beanstalk Account for a child, this Beanstalk Account will be set as the Nominated Account for your child's Kiddybank. You may change the Nominated account on www.KidStart.co.uk but by linking a Nominated Account to your Child's Kiddybank, you instruct us to convert your KidStart Savings into an equivalent cash credit and to pay it into the Nominated Account. ("Conversion").

On a monthly basis, or a time period we deem appropriate, we will check the balance of the KidStart Savings in your children's KiddyBank(s) and if it exceeds the minimum transfer limit we set for the particular type of Nominated Account, we will transfer such cash credit into your Nominated Account as soon as reasonably possible.

The Minimum Transfer Limit for the Beanstalk Account is £5 but we reserve the right to change this without notice.

For the avoidance of doubt:

- the equivalent cash credit resulting from the Conversion of your children's KidStart Savings can only be transferred to your Nominated Account
- the balance of KidStart Savings in one or more Kiddybanks cannot be aggregated or pooled together except in line with this agreement;
- we hereby exclude liability for any consequence suffered or incurred by reason of us acting in accordance with your instructions;
- we hereby exclude liability if your Nominated Account will not accept any credit that we make in accordance with your instructions or if we are not able to fulfil your instructions for any reason beyond our reasonable control.
- there are no fees or charges for Conversion.

Following Conversion, once the equivalent cash credit is paid to your Nominated Account, neither the KidStart Savings nor the equivalent cash credit can be reclaimed or repaid.

KidStart Savings have no monetary value other than as may be ascribed to them by us by way of equivalent cash credit following due Conversion and cannot be used for any purpose other than those set out in this clause.

Other than payment to your Nominated Account following Conversion, KidStart Savings may only be refunded for an amount equal to their equivalent cash credit at our sole discretion and in circumstances where we consider that it would be fair and reasonable for us to do so. We reserve the right to make an appropriate administrative charge in such circumstances and to impose any condition that we consider appropriate.

We will endeavour to rectify any payment or administrative errors but we will not be liable if the error is due to any incorrect information supplied by you.

Ownership of KidStart Savings

The ownership of all KidStart Savings whether or not credited to a Member's Kiddybank including any right to convert such KidStart Savings into an equivalent cash credit, remains with us at all times until, following Conversion, the equivalent cash credit is transferred to your Nominated Account in accordance with the section above.

KidStart Savings do not expire. However, KidStart accounts on which there has been no activity for 12 months may be deemed dormant and we reserve the right to close accounts that are dormant.

Section 7: Donor Terms

Becoming a Donor

Through the App, parents can send an email invitation to friends and family to ask them to link to a Beanstalk Account that the parent has set up for a child. If you have been sent an invitation, you will be given the option to accept or decline it when you register or next log in to the Beanstalk App. Accepting will link the Child's Beanstalk Account to your Beanstalk profile so that you can use the Beanstalk tools to contribute to the Child's Account.

We may be required to verify your identity in accordance with UK anti-money laundering legislation. We may use third-party services as part of this process and you authorise us to do this, acknowledging that this will involve us transmitting your personal information to such third parties. We may ask you to provide us with documents and other relevant information so that we can provide the services to you under these Terms. You agree to provide us with these documents and information whenever requested and keep those documents and information complete and correct.

Making Contributions

Once you have accepted an invitation, you will be able to make and manage Contributions to the Beanstalk accounts for, and only for, the child or children you have been linked to through an Invitation.

You confirm that you understand and agree that any Contributions you make will

- be made into the Beanstalk Account for the child to whom you are making the Contribution;
- be held in the child's name and will not be accessible by them or anyone else until they are 18;
- be invested in the fund choice made by the Registered Contact;
- once made, cannot not be refunded.

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.

When you make a Contribution, you must make sure the payment details are correct, including the amount of your Contribution and the reference we give you. We will send you a confirmation email and you should immediately contact us if you did not trigger the Contribution or if you made a mistake.

We will do our best to correct any payment errors but we will not be liable if the error is due to a mistake that you make.

To protect yourself from fraud, please ONLY make payments to the bank account whose details we provide you, and ONLY using the payment reference given to you. You must never send money in response to an email of whose provenance you are not certain.

We do not provide investment, legal or tax advice of any kind. If you have any questions about the suitability or tax treatment of making Contributions, you should seek advice from an independent financial advisor and/or tax professional before contributing.

Appendix 1: Glossary of Defined Terms

Except where the context requires otherwise, the following definitions apply to all sections of these Terms.

Assets: Are Securities and Funds, income, interest, cash balances and any other rights and entitlements from time to time held within your Beanstalk Account.

Beanstalk Account or Account: the account or accounts opened by KidStart, managed through the App to allow you make investments through one or more Beanstalk Products for the benefit of yourself or your children

Beanstalk Agreement or Agreement: Your agreement with KidStart, as detailed by the Terms.

Beanstalk App or App: the mobile app provided by us to allow you to access the Services we provide.

Beanstalk GIA: A taxable Investment Account.

Beanstalk JISA: A Junior Individual Savings Account managed under the ISA Regulations. The Beanstalk JISA is a Stocks and Shares JISA as defined by HMRC.

Beanstalk ISA: An Individual Savings Account managed under the ISA Regulations. The Beanstalk ISA is a Stocks and Shares ISA as defined by HMRC.

Beanstalk Platform or Platform: The Platform Services provided by the Platform Provider to Beanstalk.

Beanstalk Products or Products: The products offered by the Beanstalk Platform and which are made available through Beanstalk such as the Beanstalk JISA, the Beanstalk ISA, the Beanstalk GIA, and other products as offered from time to time.

Beanstalk Profile or Profile: the online account set up within the Beanstalk App to allow you to manage your Beanstalk Accounts and use the Beanstalk tools.

Cash Reserve Account: A Client Account within a Beanstalk Product used solely for money destined for eventual investment through the Beanstalk Platform.

Child: A person under the age of 18 who is the beneficial owner of the Beanstalk JISA account and in whose name the Beanstalk JISA account is opened.

Child Trust Fund: A Child Trust Fund as defined by HMRC.

Client Account: Client money trust account as designated by the FCA CASS (Client Money Rules) which are managed by the Platform Provider.

Client Money Rules: The provisions in respect of Client money set out in the FCA Rules.

Contribution: Cleared funds deposited in the Beanstalk Account

Crown Employee: a person holding public office or employment under the Crown and paid out of the public revenue of the UK and Northern Ireland.

Custodian: This has the meaning given in the FCA Rules.

Delegate: A person or entity to whom we may delegate in order that they

provide services to you instead of us.

Donor: Someone who is invited by another Beanstalk user to link their Child's Beanstalk Account.

Documentation: electronic records detailing the particulars of your transaction(s), including for example contract notes, confirmations, valuation reports, quarterly statements and annual consolidated tax certificates.

Execution Policy: the policy of the Platform Provider when executing deals to establish the best possible result taking into account price, costs, speed, likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of the trade.

FCA: The Financial Conduct Authority, the regulator for the UK's Financial Services Industry, which can be contacted at 25 The North Colonnade, Canary Wharf, London, E14 5HS or through its website www.fca.org.uk.

FCA Rules: The FCA Handbook and any other rules and guidance of the FCA, as amended, replaced or supplemented from time to time.

Fees: One of the bases of remuneration permitted by the FCA Rules and set out in the Schedule of Charges.

Financial Services Compensation Scheme (FSCS): The compensation fund of last resort for customers of authorised financial services firms. If a firm becomes insolvent or ceases trading they may be able to pay limited compensation to its customers.

Fund: An authorised Unit Trust, recognised scheme or Open-Ended Investment Company (OEIC), or sub-fund thereof.

General Investment Account (GIA): A taxable Investment Account.

Income: All payments received as income including any tax payments we reclaim for your Account.

Individual Savings Account (ISA): An Individual Savings Account managed under the ISA Regulations.

ISA Manager: KidStart Limited (HMRC ISA Manager No. Z2006) acting in its capacity as manager of your ISA.

ISA Regulations: The Individual Savings Account Regulations 1998 as amended supplemented and modified from time to time.

Junior Individual Savings Account (JISA): An Individual Savings Account that can be opened by a parent or guardian to save for a child's benefit at age 18.

Key Investor Information Document (KIID): A document that provides essential information and key facts about Funds to help investors assess whether a particular Fund meets their needs.

KidStart; we, us and our: KidStart Limited. KidStart is authorised and regulated by the FCA with registration number 473606.

Nominated Bank Account: A UK Bank or Building Society account of yours which is associated with your Beanstalk Account.

Nominee/Nominee Company: A Custodian, either the wholly owned Subsidiary of the Platform Provider or any other Nominee Company as may be agreed between the Platform Provider and KidStart to hold certain asset classes.

Order: An instruction received by KidStart to buy or sell Assets within your Beanstalk Account.

Order Day: dates on which Orders will be executed as notified through the Website from time to time

Permitted Investments: Funds or Securities made available for investment by you through the Beanstalk Platform

Permitted Withdrawal: A Withdrawal of the cash and/or investments held through your Beanstalk Account if permitted by the ISA Regulations and the terms of the particular Beanstalk Product.

Platform Provider: Third Platform Services Limited and any additional or subsequent alternative provider of Platform Services.

Platform Services: refers to those services (including for example dealing, safe custody, settlement and post-execution services) required to be provided directly to you from time to time by either KidStart and/or the Platform Provider, as their Retail Client, for compliance with the FCA Rules in order to carry out your directions regarding the Beanstalk Products.

Portfolio: The Assets belonging to you as detailed on the Beanstalk Platform.

Registered Contact: a natural person having parental responsibility for a child as defined by the ISA Regulations.

Regular Contribution: A service offered by the Beanstalk Platform that enables you to set up regular monthly contributions into your Account and allocate them for investment in different Funds within the Beanstalk Products.

Retail Client: Has the meaning given to that term in the FCA Rules.

Schedule of Charges: Details of any interest, costs, fees or other charges, as varied from time to time, which apply to your Account with us. Details are available from KidStart and the Schedule of Charges.

Securities / Security: equities, fixed interest securities, investment trusts, ETFs, structured products and other exchange tradable securities.

Terms and Conditions (Terms, or T&Cs): These T&Cs, as from time to time amended, together with those in your signed Application, which form the basis on which you accept the services in relation to the Beanstalk Platform. The Terms will take precedence if the two differ.

Transfer In: In relation to your ISA, a transfer in to your Beanstalk ISA of cash or investments from another third party ISA. In relation to your GIA, a transfer in to your Beanstalk GIA of cash or investments either from you personally or from another Beanstalk Product. In relation to a JISA for which you are the Registered Contact, a transfer in to your Beanstalk JISA of cash or investments from another JISA. Each of the above as permitted by the ISA Regulations.

Transfer Out: In relation to your ISA, a transfer of your Beanstalk ISA together with cash and/or investments to another ISA. In relation to your GIA, a transfer of your Beanstalk GIA together with cash and/or investments to another Beanstalk Product. In relation to your JISA for which you are the Registered Contact, a transfer of your Beanstalk JISA together with cash and/or investments to another JISA. Each of the above as permitted by the ISA Regulations.

Units: Units or shares of any class in a Fund, including any fractions or decimals of Units.

US. 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.

UK: The United Kingdom.

Withdrawal: your instruction to transfer cash and/or investments from your Beanstalk Product(s) through your Beanstalk Account; "Withdrawn" and "Withdraw" shall be interpreted accordingly.

Year or Tax Year: A year beginning on 6th April and ending on the following 5th April.

You and Your: A person who invests in an Account through the Beanstalk Platform.

Appendix 2: Schedule of Charges

Account Fee

The Beanstalk fee is 0.5% per year of the total value of the Beanstalk Account and is payable in respect of each Beanstalk Account that you have set up.

The fee is calculated monthly on the average value of each Account over the month but the accrued fees due are only deducted twice a year in early January and early July.

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

Paper Copy fee

We provide electronic copies of statements, contract notes and other documentation through the KidStart website 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).

Account Finder fees

When the child turns 18, we will contact you via email to arrange for the child to take over the account and you should ensure your contact details are kept up to date so that we can easily do so as we want to make sure your child gets the money.

If there is no response, we will attempt to contact you by post on up to four occasions and may charge the prevailing Paper Copy Fee on each occasion.

In addition, if we need to use specialist search agencies or databases to find and reach you, we reserve the right to pass on any charges plus an administration fee of £10.

How fees are deducted

Any fees due will be taken from the cash portion of your Account(s). If there is not enough cash available to cover the fee, then a portion of your holdings will be sold down to cover any shortfall.

Appendix 3: Conflict of Interests Policy

KidStart is committed to maintaining the highest professional standards and we strive to identify, consider and manage potential conflicts of interest to ensure that we treat all of our customers fairly and in accordance with FCA Rules and principles.

Nature of a conflict of interest

A conflict of interest is a situation where KidStart (or any of its personnel) finds itself in a position where its own interests conflict with the duties and obligations owed to its clients or, a situation where KidStart's duty to one client conflicts with its duty to another.

When identifying and evaluating conflict and potential conflicts, we will take into account whether KidStart or its directors, employees or contractors ("KidStart Personnel") or any other person linked by control to KidStart:

- a. is likely to make a financial gain, or avoid a financial loss, at the expense of a client;
- b. has an interest in the outcome of a service provided to a client or transaction carried out on behalf of a client, which is distinct from the client's interest in that outcome;
- c. has an incentive to favour the interest of another client or group of clients over the interests of the client;
- d. carries on the same business as a client; or
- e. receives or will receive from a person other than a client an inducement in relation to a service provided to the client, in the form of remuneration, goods or services.

Potential Conflict Situations

We have identified a number of situations which may give rise to a conflict of interest. These situations include, but are not limited to:

- a. Receiving gifts, entertainment or other monetary and non-monetary benefits from our service providers or business partners, which could give rise to a conflict with respect to the duties that we owe to our clients;
- b. KidStart Personnel who have outside commitments (e.g. directorships or other outside business interests) may be influenced to act in a manner that conflicts with the interests of KidStart or its clients; and
- c. where KidStart Personnel invest for their own account in certain investments which are retained as investments for client accounts.

Conflict Avoidance

We seek to organise our business in such a way as to avoid conflicts of interest arising.

Conflict Management

For unavoidable conflicts of interest, we will take steps to ensure that the management of any conflict takes place in such a way that KidStart (and its personnel) are not advantaged and that no client is disadvantaged.

Conflicts Disclosure

If we are not reasonably confident of our ability to manage a particular conflict to adequately protect the interest of a client, the general nature and/or source of conflicts of interest will be clearly disclosed before we undertake any business.