



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 support@beanstalkapp.co.uk.

The Terms are split into different sections and appendices:

- 1. Overview** – general terms concerning the relationship between us and you and your rights;
- 2. App registration** – contains the terms around registering with the App and applying for a Beanstalk account(s);
- 3. 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 Custody Provider and how we manage the Account;
- 4. Custody Terms** – applicable if you have opened a Beanstalk Account, covers the terms under which the Custody Provider provides their services to you;
- 5. Using Round ups** – applicable if you register to use the Round Up Tool;
- 6. 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;
- 7. 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

Will apply from: 12/12/22

HTML version available at <https://beanstalkapp.co.uk/terms-and-conditions-governing-beanstalk>

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 Custody 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 Custody Provider will apply their Order Execution Policy (available at [secc1.tech/order-execution](https://www.secc1.tech/order-execution)). 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 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 Custody 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 will be entitled to dispose of investments at our 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 (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

We do not 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 Custody Provider

KidStart has entered into an agreement with Seccl Custody Limited (the "Custody Provider") under which it provides the Platform and associated Platform Services in respect of your investments made through your Beanstalk Account. The Custody 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 Custody Provider to provide these services to you as outlined in section 4. You agree that we are authorised as your agent to terminate the appointment of the Custody Provider and to instruct the Custody 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 Custody Provider as the Custody 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.

Receipt of cleared Contributions in cash in your Account will constitute an instruction to use those funds to purchase investments in your Account in the proportion set by your Allocation in place at that time. Any funds which cannot be invested due to the amount not being sufficient to purchase units or a fraction of a unit of your selected funds will be held in cash.

The Custody Provider will execute your Order in line with their Execution Policy (available at seccl.tech/order-execution) and their conditions contained in section 4.

Funds are priced based on the value of their underlying holdings and most funds will calculate and publish a price every working day typically at noon, meaning there is no continuous pricing of fund units during the day. (To check when your funds value, you should check the specific KIID for the fund).

Orders will generally be routed by the Custody Provider to the appropriate fund manager for execution at the next available valuation point for the particular fund which depending on when the cleared Contributions are received in your Account could be the same day or next working day.

For clarity, the forward pricing system used by funds means that you will not know the exact price at which you will buy or sell. Contributions made to your Account are initially made into a pooled Client Account held by the Custody Provider before being reconciled to your Account and, although this will typically happen immediately, it can take longer so that we cannot guarantee when Contributions made will be traded.

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 for the next valuation point after receipt of your Order. Switching will be carried out in accordance with the Execution Policy of the Custody Provider applicable from time to time. The Switch may take a number of working days to implement to allow for cash generated by

selling one fund to settle before buying the other fund. (The time take for funds to settle varies but can be several days after the date of the actual order being implemented).

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"). You will need to contact your new plan manager and make arrangements in accordance with their requirements. Your new plan manager will 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 on the next working day. Depending on the fund it can take several days after the order being implemented for proceeds to settle and the Withdrawal will then typically be paid to you within five business days of receipt of all proceeds by the Custody Provider.

For clarity, as for purchases the forward pricing system used by funds means that you will not know the exact price at which you will sell, nor can we guarantee the day on which the Order is placed.

Payment may be delayed if a fund manager has not sent settlement proceeds to the Custody Provider or if anti-money-laundering and bank verification checks have not been completed successfully. To prevent fraud, we may also delay payment while we confirm bank details for the payment.

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. If a Switch order is in process, then the Withdrawal may also be delay until the Switch is 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 your 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.

The Beanstalk ISA is a Flexible ISA. This means that you can withdraw money and replace it in the same tax year without affecting your current year's ISA allowance.

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 as outlined in the Additional GIA terms section below, or pay out proceeds to the registered contact.

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 and will be converted to a Beanstalk ISA 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:

- a) notifies Beanstalk of their National Insurance Number; and
- b) provides the necessary details as required by us to comply with anti-money-laundering regulations.
- c) completes the Beanstalk ISA declaration and accepts Beanstalk's Terms and Conditions

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, at our option, i) be returned to you or the Registered Contact or ii) 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.

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: Custody Terms

Relationship with SCL

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

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

Background

Under the Terms, you consent to KidStart appointing Seccl Custody Limited ("SCL") as the Custodian to provide:

- the custody services more particularly described in this section 4
- cash payment services, asset price and information data
- client money and asset reconciliation in accordance with the Client Asset Sourcebook ("CASS") of the FCA Rules

SCL is authorised and regulated by the Financial Conduct Authority of 12 Endeavour Square, London, E20 1JN, registration number 793200, to arrange, safeguard and administer custody of cash and assets. SCL is registered in England, registration number 10430958. To contact SCL, write to 20 Manvers Street, Bath, BA1 1JW.

Terms not defined in these Custody Terms have the meaning set out in the Terms or the FCA Rules.

System operation – applying and transacting

The Custodian is authorised to ensure that the custody of your cash and assets are managed compliantly in accordance with the applicable regulations.

Any deposits or withdrawals of cash or instructions to buy, sell or transfer investments, through KidStart, will be recorded and managed in accordance with CASS. SCL will ensure any investment instructions are placed in accordance with the Terms.

All client cash will be held with an approved Bank or CRD Credit Institution in a designated Client Money statutory trust account. The account is held separately from any monies held by either SCL or KidStart.

Client Assets will be registered to Digital Custody Nominees Limited ("Nominee") which is a wholly owned subsidiary company of SCL. This arrangement safeguards and segregates your assets from those of SCL. SCL accepts the same level of responsibility under CASS to you for the Nominee.

Your cash and assets will be held in a pooled arrangement. This means that SCL will have records that identify your individual ownership and entitlement to assets. For operational and servicing purposes it is more efficient for SCL to administer your investments on a pooled basis.

SCL will have instances where we need to appoint third-party nominees or sub-custodians to maintain the custody services offered. By agreeing to these Custody Terms, you authorise SCL to do so.

SCL will use reasonable care and due diligence to perform its custodian duties. Your assets will be held separately to SCL's assets, if SCL goes out of business. If any shortfall of assets arises as a result of SCL's or a third-party nominee or sub-custodian's insolvency, these would be shared on a proportionate basis with affected clients.

Where SCL receive income from your investments through dividend payments, fund distributions and corporate actions, SCL will reconcile and credit these to your accounts. All overseas dividends are processed with standard rate withholding tax as applicable for overseas territory.

As corporate action events arise, SCL will inform KidStart where actions are applicable to your assets.

SCL will facilitate the transfer of cash and assets in accordance with client instructions and KidStart's Terms.

Cash Processes

Any client deposits or income will be credited to your respective account once identified and reconciled with the date SCL received monies.

SCL will pay any and all interest monthly net of any amounts retained by KidStart according to your agreement with KidStart. Interest is calculated on cleared cash balances held in Client Money Accounts.

Where interest cannot be distributed due to compound rounding differences, the unallocated interest will be paid to a SCL chosen registered charity.

SCL may diversify Client Money using a combination of instant access, notice, and unbreakable term deposit accounts, where notice periods or unbreakable terms may be up to 95 days in accordance with the CASS rules. In extraordinary circumstances, there may be a delay in you receiving any withdrawal requests.

Settlement

Settlement of Client Assets will accord with market best practice. Where assets are traded in Exchange Traded Instruments "ETIs", SCL will normally operate on a delivery-versus-payment "DVP" settlement process. By agreeing to the Custody Terms, you permit SCL to apply DVP transaction exemption as detailed in the FCA Rules up until any delivery of Assets (purchases) or cash (sales) passes the third Working Day, whereby SCL will follow Client Money and asset reconciliations in accordance with CASS.

For model portfolio and switch orders, SCL will place a buy order after the sell instruction is confirmed by the fund manager or the market. SCL may delay the purchase of ETI orders if the intended settlement date on the sale of a fund, is a day or more longer than that of the ETI order.

Asset Reconciliations

SCL will reconcile Client Money and assets in accordance with CASS.

Client Money will be reconciled on a Business Day basis and assets will be reconciled externally according to their type and registration.

Liens

SCL reserve the right to enforce the right of liens over the assets under the Terms in specific circumstances. In such circumstances, this will be agreed with KidStart.

Communications

All communication with you will be in English through KidStart.

SCL will provide quarterly valuation statements and contract notes, which will detail the buy or sell transactions instructed on your account. It is your responsibility to sign-in and read this information and it is important you notify KidStart promptly of any errors or omissions in respect of the accuracy of these documents.

Ad hoc statement requests are permitted for which SCL or KidStart reserves the right to charge a fee.

Complaints

SCL has its own complaints policy. If you want to complain, please contact KidStart first. If the complaint relates to services provided by SCL, SCL will provide KidStart with all necessary information to resolve the complaint. KidStart may ask SCL to take control or assist on the complaint if necessary.

If you do not think this is appropriate please contact SCL by email at secclops@secc1.tech or by post to The Compliance Officer, 20 Manvers Street, Bath, BA1 1JW.

If we do not resolve your complaint satisfactorily or fail to resolve it within eight weeks of receiving your complaint, you can also direct your complaint to the Financial Ombudsman Service at:

- Exchange Tower, London E14 9SR.
- Telephone: 0800 023 4567 or 0300 123 9 123;
- Email: complaint.info@financial-ombudsman.org.uk; and
- Website: www.financial-ombudsman.org.uk.

Remuneration

KidStart pays SCL for Custody services.

Where there is a shortfall to cover fees and charges, SCL will automatically raise funds to cover the shortfall. In some cases this may be more than the shortfall due to allow for market movement and price fluctuation.

Conflicts of interest

SCL maintain a Conflicts of Interest policy independent of KidStart. It is available by contacting KidStart.

Force Majeure Event

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

Data Protection

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

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

SCL will retain your data and relevant communications for a period of seven (7) years from the date of the account closure in line with the FCA rules.

FSCS

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

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

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

Use of third parties

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

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

Where services are provided by a third-party, SCL will use reasonable care and due diligence in selecting them and monitoring their performance. Except for the arrangements with the Nominee, SCL does not guarantee proper performance by the third-party and will not itself be responsible if a third-party provider fails to meet its obligations. This means that should the third-party default or becomes insolvent, SCL will attempt to recover your money but if the bank cannot repay its creditors, any shortfall may have to be shared proportionally among them, including you and other clients and you may lose some or all of your assets. Including, in circumstances where it is not possible under the relevant national law and the registration under the use of third-party nominees to identify the Client Assets from the proprietary assets of the third-party firm. In this situation, you will not necessarily be entitled to compensation from SCL and you may seek recompense from the FSCS as covered under FSCS clauses above.

Account Closure

Where an account has been closed and a relationship ceases to exist, SCL may pay away residual de minimis balances below £10 remaining on the account to a SCL chosen registered charity in line with FCA rules

Termination

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

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

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

Severability

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

Notices of changes/Variations

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

Governing Law

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

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

Liability

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

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

SCL will not be liable for the following:

- loss of business, goodwill, opportunity or profit; or
- any special, consequential or indirect loss whatsoever.
- as a result of us doing (or not doing) anything in reliance upon an instruction given (or which we reasonably believe to have been given) by you;
- as a result of your decisions relating to the choice, purchase, retention and sale of any assets in your Account;
- from the default of any bank, fund manager or provider which holds your cash and assets (except as required under the FCA Rules);
- from the performance of any assets and investments;
- from any tax liabilities or charges that are incurred in relation to your Account and/ or the assets held within it; or
- from any instruction sent by you that is not received by us, unless the failed receipt is due to a fault or omission on our part.

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

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 Bud Financial Limited (trading as Bud), our Open Banking Provider, to provide you with these services and are a PSD Agent of Bud.

Bud is a data platform, authorised and regulated by the FCA under reference number 793327. We use Bud 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. Bud's terms and conditions can be found at <https://www.thisisbud.com/terms-conditions>.

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.

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 except in the case of the child's terminal illness or death;
- 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 Custody 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 Custody 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: As defined by the FCA, a firm whose permitted activities include safeguarding and administering investments

Custody Provider; SCL: Seccl Custody Limited and any additional or subsequent alternative provider of Platform Services.

Custody Terms: the terms outlined in Section 4

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 Custody 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 Custody Provider or any other Nominee Company as may be agreed between the Custody Provider and KidStart to hold certain asset classes.

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

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 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 KidStart and/or the Custody Provider appointed by KidStart, 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 value of the account by using the end of day balance for each day in the preceding month, calculating the daily fee due and summing the daily fees for the month. The accrued fees due are deducted on a monthly basis

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 plus relevant postage costs 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.

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.

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.