Bondsmith

Terms and Conditions for cash savings distributed via Nucleus

Definitions

In these Terms and Conditions, the defined terms shall have the following meanings:

"Account Instruction" means instructions submitted to us via Nucleus for placing or withdrawal of funds to or from Deposit Accounts;

"Business Day" means a day on which Deposit Takers are open for business in the United Kingdom;

"Deposit Account" means an account opened by us in our name (on a designated bare trust basis) on behalf of either you or certain clients, including you, on you/ their instruction, as beneficiaries with a Deposit Taker;

"Deposit Taker" means a bank, building society or other recognised financial institution that is authorised to accept deposits;

"Event Outside Our Control" has the meaning given in clause 10.2;

"FCA" means the Financial Conduct Authority and any successor organisation;

"FSCS" means the Financial Services Compensation Scheme, being the scheme established pursuant to the Financial Services and Markets Act 2000 under which deposits placed with Deposit Takers authorised by the FCA are afforded protection against default of the relevant Deposit Taker up to a certain amount per depositor per Deposit Taker and includes any successor scheme or entity under any succeeding or subsequent legislation;

"Funding Account" means the Nucleus Product bank account from which funds are transferred to Bondsmith;

"Intermediary" means any financial adviser or other professional intermediary that may have introduced/ directed you to the Services, and who may be appointed to act as your agent in relation to the Services;

"Nucleus Product" means either the general investment account or the pension account operated by Nucleus on its investment platform through which you can access Deposit Accounts using our Services;

"Nucleus" means Nucleus Financial Services Limited, (registered in England and Wales number 05629686 with registered office: Dunn's House, St Paul's Road, Salisbury, SP2 7BF, which is authorised and regulated by the FCA (number 456117), and any other group companies or third parties that are engaged by Nucleus in the provision of its investment platform;

"Regulatory Obligations" means each and every requirement and obligation which are or may be imposed upon you, us and/or any Deposit Taker by law, regulation, court order, and/or the requirement of a regulator of a competent jurisdiction;
"UK" means United Kingdom;

"Services" means the deposit management services that we provide to you under these Terms and Conditions;

"Terms and Conditions" has the meaning given in clause 1.1;

"Transit Account" means a designated bare trust account opened and maintained by us in BSNL's name on behalf of our clients generally, including you, as beneficiaries, with the Transit Account Provider, for the purposes of holding funds immediately following their withdrawal from Deposit Accounts but prior to their

being transferred back to you;

"Transit Account Provider" means a Deposit Taker authorised by the PRA and FCA;

"you"/"your" means the individual, charity, corporate or any other such entity to whom the Services are provided and, where the Services are accessed via Nucleus' investment platform.

Any reference to any legislation, statute, rule, contract or any other document, is to such legislation, statute, rule, contract or other document as amended from time to time and as currently in force.

Any reference to **"including"** or **"includes"** in these Terms and Conditions shall be deemed to be a reference to **"including without limitation".**

Any headings in these Terms and Conditions are provided for convenience only and shall not affect their interpretation.

Any reference to a person in these Terms and Conditions shall include bodies corporate, unincorporated associations, trusts, partnerships and individuals.

Unless the context requires otherwise, words used in these Terms and Conditions in the singular shall include the plural, and words used in these Terms and Conditions in the plural shall include the singular.

If at any time any provision of these Terms and Conditions is or becomes illegal, invalid, or incapable of being applied in any respect under the law of any jurisdiction, all other provisions of these Terms and Conditions will remain legal, valid and capable of being applied under the law of that jurisdiction as well as under any other applicable law.

1. Introduction

1.1 These Terms and Conditions ("Terms and Conditions") are the conditions on which Bondsmith Savings Ltd ("Bondsmith") and Bondsmith Savings Nominees Ltd ("BSNL") (together "we", "us" or "our") provide you ("you" or "your") Services via Nucleus.

1.2 Bondsmith Savings Ltd (company registration number 11524247) has its head office at 124-128 City Road, London, United Kingdom, EC1V 2NJ, and is authorised and regulated by the FCA under the Electronic Money Regulations 2011 for the issuing of Electronic Money and the Payment Services Regulations 2017 for the provision of payment initiation services, account information services (firm reference number 955601).

1.3 Bondsmith Savings Nominees Ltd (company registration number 13480386) has its head office at 124-128 City Road, London, United Kingdom, EC1V 2NJ.

1.4 These Terms and Conditions describe the terms and conditions that apply to your use of the Services.

1.5 You may not access or use the Services unless you agree to comply with the terms and conditions that apply to the Services. You should therefore read these Terms and Conditions carefully and make sure you understand them.

1.6 The Terms and Conditions apply from the point you apply to use our Savings Services and, by applying and using the Services, you agree to be bound by these Terms and Conditions and acknowledge that they create legal, valid and binding obligations on you that are enforceable by us. The Terms and Conditions will continue until they are cancelled or end in line with the provisions set out below.

1.7 You may view an up-to-date copy of these Terms and Conditions at any time via the Nucleus website.

1.8 In connection with the Services and your personal data, we collect, store, process and share your personal data according to our privacy notice as amended from time to time, the latest version of which is available on our website

2. Eligibility and onboarding

2.1 You can only use the Services if:

2.1.1 you are 18 or over;

2.1.2 you are a resident in and using our Services from the UK;

2.1.3 we are able to adequately verify your identity;

2.1.4 you agree to comply with all laws and regulations applicable to your use of the Services; and

2.1.5 you provide us with all the information that we may reasonably request in order to provide our Services to you, and this information is accurate, complete and truthful. This may include documents and other information that we need to verify your identity, to carry out financial crime checks. We may request further information from you at any stage if we need this in order to comply with our legal obligations or to provide our Services to you. If you do not supply any information that we request promptly, we may not be able to provide the Services to you.

2.2 You are obliged to keep the information set out in clause 2.1 up to date shortly following any changes, and should you not meet these requirements we reserve the right to suspend the Services to you in line with the termination provisions set out in clause 7.

2.3 You acknowledge that we have the right to delay your application to use our Services until all required documentation and information has been provided to us.

3. Communication between you and us

3.1 We may contact you via Nucleus. If laws and/or regulations require that we have to contact or give you notice in writing, we will do so by e-mail, by hand or by post to the latest address for you that we have been provided with. You should therefore ensure that we are promptly notified if your email address or postal address changes at any point via Nucleus.

3.2 We may rely and act on all communications which we reasonably believe to have been made by you unless you indicate otherwise.

3.3 If you wish to contact us, then you can do so via email to contact@bondsmith.co.uk.

4. Cancellation

4.1 You have 14 days to cancel these Terms and Conditions beginning on the date we commence the provision of our Services. If you wish to cancel these Terms and Conditions, please notify us via Nucleus.

4.2 Once we have placed your money in a fixed term Deposit Account, there is no right to withdraw funds and you cannot cancel these Terms and Conditions. In such circumstances, you must wait until the Deposit Account permits withdrawals in accordance with its terms before terminating these Terms and Conditions.

5. Suspension

5.1 We can suspend access to your account where:

5.1.1 we know or suspect the security of your account has been compromised or there has been actual or attempted fraudulent, unauthorised or illegitimate use;

5.1.2 your account has or may be used for illegal purposes;

5.1.3 your account has been used in a manner that contravenes and/or breaches these terms;

5.1.4 the information in respect of you which we hold is not correct; or

5.1.5 we are required to cancel your account in line with our legal and Regulatory Obligations.

5.2 Provided we are allowed to do so under the laws we are subject to, we will endeavour to give you advance notice if we are to exercise our suspension rights, as well as the reason for doing so and how the matter can be resolved.

5.3 If we are unable to tell you about a suspension beforehand, we will endeavour to tell you of it immediately after (again, explaining why this action has been taken and how it can be resolved), but this is also subject to the laws we are required to follow allowing us to do so.

5.4 If your account has been suspended, you will not be able to:

5.4.1 access your account in any manner;

5.4.2 deposit in or withdraw funds from any of the deposits that are offered to you.

5.5 Once the reason for suspension has ceased, we will reinstate your account as soon as reasonably possible.

6. Your right to terminate

6.1 You may terminate these Terms and Conditions by notifying us at any time. You can do this via Nucleus.

6.2 Following our receipt of your notice, these Terms and Conditions will terminate as soon as practically possible, subject to the following:

6.2.1 where you have no funds in any Deposit Accounts, or you only hold funds in Deposit Accounts where it is possible to immediately withdraw your funds without detriment to any other client with funds in the Deposit Account, we will:

(a) immediately withdraw all funds being held on your behalf in Deposit Accounts into the Transit Account

(b) then transfer all such funds from the Transit Account to the originating account for your Nucleus Product;

6.2.2 where you have funds in any Deposit Account which it is not possible for you to withdraw funds from until a specified date and/or where a withdrawal would detriment the remaining clients with funds in the Deposit Account, we will only return these funds to the originating account once we are able to withdraw from all of the Deposit Accounts held on your behalf without detriment to other clients.

Once all redemption proceeds from your account have been transferred to the originating account, these Terms and Conditions will be terminated and your account with us will close.

6.3 You agree and acknowledge that following your notification to terminate these Terms and Conditions, you are not permitted to submit any Account Instructions which would result in funds being placed in:

6.3.1 a Deposit Account where it would not be possible to withdraw funds until a date after the latest maturity date of your current Deposit Accounts, or

6.3.2 a Deposit Account where withdrawing on or before the latest maturity date of your current Deposit Accounts would cause detriment to other clients with funds in the Deposit Account.

7. Our right to terminate

7.1 We may terminate these Terms and Conditions by notifying you in writing via Nucleus.

7.2 Where we terminate these Terms and Conditions, we may serve notice on any Deposit Accounts in which funds are held on your behalf.

7.3 Any termination of these Terms and Conditions shall be without prejudice to any rights that have accrued to either party.

7.4 The termination notice shall take effect either:

7.4.1 two months after you having received our notification, or

7.4.2 upon the occurrence of the latest maturity date of your current Deposit Accounts,

whichever is later.

7.5 When our notification takes effect, all proceeds from your Deposit Accounts will be withdrawn into the Transit Account and then on to the account for the Nucleus Product that the funds originated from and these Terms and Conditions will be terminated and your account will close.

7.6 You agree and acknowledge that where you receive a termination notification from us, you are not permitted to submit any Account Instructions which would result in the date of notification becoming effective being extended.

Termination in case of breach/legal requirement

7.7 We may terminate our agreement with you or suspend your access to any part of our Services at any time if:

7.7.1 you have acted in a manner that means these Terms and Conditions are unenforceable, void or discharged, for example:

(a) you have given us any false information;

(b) you are using the Services illegally or fraudulently;

(c) you do not meet the eligibility criteria for our Services

(d) you have seriously and/or persistently breached these Terms and Conditions; or

(e) you have become bankrupt, any similar step/proceedings have been commenced against you or you are otherwise unable pay your debts, or

(f) we believe we are required to do so by law.

7.8 Should we decide to exercise such termination right, provided we are permitted to do so by applicable law, we will close your account, liquidate your Deposit Accounts and return all funds to the originating account for your Nucleus Product.

8. Changes to these terms

8.1 Subject to the below, we will give you at least two months' prior written notice via email of any intended material change to these Terms and Conditions, along with the new version of the Terms and Conditions.

8.2 If you do not agree with the proposed change(s) you must tell Nucleus before that change takes effect and you will have the right to terminate these Terms and Conditions at any time before the proposed date of their entry into force. If you do not contact us in order to tell us that you do not accept the changes and request to terminate these Terms and Conditions you will be deemed to have accepted the change(s) and they will automatically take effect on the date specified in the notice.

8.3 Where you seek to terminate these Terms and Conditions, this will be effected in the manner specified in clause 6.

8.4 Any change to these Terms and Conditions which is required to be made to reflect a change of applicable law or regulation, or which is in your favour, may take effect immediately (without notice) or otherwise as we may specify. Where this occurs, we will attempt to notify you before the change takes effect if possible, but failing that, will notify you via Nucleus as soon as possible after the change becomes effective.

9. Our liability to you

9.1 If we do not comply with the Terms and Conditions then, subject to clauses 9.2 and 9.3, we will only be responsible to you for any loss or damage you suffer as a result of our breach of the Terms and Conditions. We will not be responsible under any circumstances for any loss or damage that was not foreseeable to both you and us at the time you entered into the Terms and Conditions (such as loss of profits or other opportunities).

9.2 We shall not be liable to you for:

9.2.1 any default, of any nature or for any reason, by any Deposit Taker holding the Transit Account or a Deposit Account in relation to returning the amount of any deposit(s) placed with such Deposit Taker, or in relation to any interest on that deposit;

9.2.2 any loss or damage suffered by you as a result of a Deposit Taker holding the Transit Account or a Deposit Account going into liquidation or a receiver, trustee, administrator or other insolvency practitioner being appointed or the equivalent proceeding in any applicable jurisdiction to the relevant Deposit Taker;

9.2.3 any loss or damage suffered by you as a result of the Services being unavailable for whatever reason caused by you or any third party; nor

9.3 any Event Outside of Our Control in accordance with clause 10.

9.4 We do not exclude or limit in any way our liability where we cannot exclude or limit our liability by law or regulation.

10. Events outside our control

10.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms and Conditions if it is caused by an Event Outside Our Control.

10.2 An Event Outside Our Control means any act or event beyond our reasonable control, and may include: the acts or regulations of any government, supranational body or authority; breakdown, failure or malfunction of any telecommunications or computer service or services; industrial disputes; and acts of war, terrorism, civil unrest or natural disaster.

10.3 If we become aware of an Event Outside Our Control that affects our provision of the Services or these Terms and Conditions, we will contact you as soon as reasonably possible.

10.4 Our obligations under these Terms and Conditions may be suspended and the time for performance of our

obligations will be extended for the duration of the Event Outside Our Control. We will use reasonable endeavours to recommence the provision of the Services as soon as reasonably possible after the Event Outside Our Control is over.

11. Complaints

11.1 If you wish to complain about any of our Services, we have procedures designed to resolve your complaint effectively. We will give you a copy of our complaints policy on request.

11.2 To make a complaint you should contact complaints@bondsmith.co.uk.

11.3 We will aim to deal quickly and fairly with any complaints you have about our Services in accordance with our obligations under applicable law. We may, however, direct you to Nucleus if your complaint relates to the Nucleus Product or to the Deposit Taker, if your complaint relates to the services provided in respect of the Deposit Account you have instructed us to access.

12. Conflicts of interest

12.1 In case conflicts arise between our interests (and companies within the Bondsmith group), those of our employees and/or our clients, and also between clients themselves, we will identify and handle all conflicts in line with our conflicts policy (a copy which can be provided on request).

13. Other important terms

13.1 A waiver of any right or remedy under these Terms and Conditions is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

13.2 A failure or delay by a party to exercise any right or remedy provided under these Terms and Conditions or by law shall not constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict any further exercise of that or any other right or remedy.

13.3 No single or partial exercise of any right or remedy provided under these Terms and Conditions or by law shall preclude or restrict the further exercise of any such right or remedy.

13.4 Unless specifically provided otherwise, rights arising under these Terms and Conditions are cumulative and do not exclude rights provided by law.

13.5 If any court or competent authority finds that any provision of these Terms and Conditions (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Terms and Conditions shall not be affected.

13.6 These Terms and Conditions constitute the entire agreement between the parties and supersede and extinguish all previous drafts, arrangements, understandings or agreements between them, whether written or oral, relating to the subject matter of these Terms and Conditions.

13.7 Each party acknowledges that, in entering into these Terms and Conditions, it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in these Terms and Conditions.

13.8 Each party agrees that its only liability in respect of those representations and warranties that are set out in these Terms and Conditions (whether made innocently or negligently) shall be for breach of agreement.

13.9 You shall not, without our prior written consent, assign, transfer, charge, mortgage, sub-contract or deal in any other manner with all or any of your rights or obligations under these Terms and Conditions.

13.10 Nothing in these Terms and Conditions is intended to, or shall operate to, create a partnership between the parties.

13.11 Except as expressly provided in these Terms and Conditions:

13.11.1 neither party authorises the other party to act as agent for it; and

13.11.2 neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

13.12 A person who is not a party to these Terms and Conditions shall not have any rights under or in connection with it.

14. Governing law

14.1 These Terms and Conditions are governed by the laws of England and Wales and are subject to the non-exclusive jurisdiction of the courts of England and Wales.

15. Funding the deposit management services

15.1 You will fund the Funding Account and this will then be used to place funds into deposits. The funds you wish to place in Deposit Accounts shall be transferred from the Funding Account on your behalf following you placing an Account Instruction via Nucleus. These funds will be placed in our Transit Account before being used to acquire interests in deposit accounts. The terms and conditions you have with Nucleus in respect of your Nucleus Product shall govern the manner in which Nucleus will transfer funds to us on your behalf.

15.2 We accept no liability for any costs, delays and/or loss of tax benefits you suffer where there is an error, issue and/or delay in funding our Services due to an error by you and/or Nucleus in effecting such a transfer when entering the payment information.

15.3 We reserve the right to refuse to accept any particular funding transaction in our sole discretion, without giving reason for our refusal.

15.4 We will not accept a transfer of funds into our Service from any source other than the Funding Account, and will (provided we are permitted by applicable law) return such funds to the originating account without crediting them to any Deposit Account.

16. Account instruction

16.1 We require an Account Instruction to:

16.1.1 Fund a Deposit Account using funds held within:

(a) The Funding Account; and/or

(b) another Deposit Account;

16.1.2 withdraw funds from the Services.

16.2 Account Instructions may only be placed via Nucleus in accordance with the terms and conditions applicable to your Nucleus Product. Nucleus shall communicate your Account Instructions to us on your behalf. We will not accept any Account Instructions which are transmitted to us via other means.

16.3 Any Account Instruction submitted by you will be deemed received on the Business Day that we receive funding for that Account Instruction.

16.4 Any Account Instruction to be performed on a specific day or period of time is deemed to have been received on that specific day or period of time, providing the Account Instruction has been funded.

16.5 Account Instructions are executed by the end of the Business Day following the deemed receipt of instructions by us.

16.6 You may not withdraw your Account Instruction once it is deemed to have been received.

16.7 We may, in our sole discretion, elect not to effect any Account Instruction if we reasonably believe one or more of the following applies:

16.7.1 we have received incomplete Account Instruction;

16.7.2 your security details for accessing your Nucleus Product have been compromised and/or you did not ask for the Account Instruction to be communicated;

16.7.3 we suspect that you and/or the Account Instruction is connected with fraudulent and/ or criminal activity (including where you may be the victim of such activity);

16.7.4 we would be involved in some form of criminal activity and/or would break the law if we were to carry out the Account Instruction;

16.7.5 the regulations we are subject to prohibit us from carrying out the Account Instruction;

16.7.6 effecting the Account Instruction would cause us to breach some other form of duty, requirement or obligation we have (for example, under a contract with someone else); or

16.7.7 we would be at risk of enforcement action from a government, regulator or law enforcement agency if we effected the Account Instruction.

16.8 We may also elect not to effect any Account Instruction if we, in our sole discretion, consider the resulting transfer will be rejected by the relevant Deposit Taker for any reason.

16.9 Provided it is permissible under applicable law, we will notify you via Nucleus if we exercise either of these

rights (as well as the reason for doing so and how it may be resolved).

16.10 If we cannot do this, provided we are allowed to do so, we will inform you of us taking such action after.

Funding a Deposit Account

16.11 You may, via Nucleus give us instructions to place money on your behalf into one or more Deposit Accounts.

16.12 When you place an Account Instruction to have funds held within your Nucleus Product placed in Deposits Accounts using our Services, the funds received by us from the Funding Account will be held in our Transit Account by BSNL as bare trustee on your behalf (until placed into your selected Deposit Account(s)).

16.13 BSNL will treat itself as holding funds on your behalf once it has received your cleared funds from the Funding Account. You are responsible for ensuring you have sufficient cleared funds in your Funding Account to transfer the requested deposit amount to us.

16.14 You acknowledge that:

16.14.1 We are not responsible for the length of time it takes payments to clear to or from your Funding Account as this is outside of our control; and

16.14.2 We will only be deemed to hold a balance on trust for you once we have actual receipt of cleared funds and not the acceptance of your Account Instruction.

16.15 Once the transfer from the Funding Account and/or withdrawal from the first Deposit Account is cleared, you acknowledge that your Account Instructions permit us to use the funds we hold in the Transit Account for your benefit to fund the selected Deposit Account which BSNL will hold on your behalf as bare trustee.

16.16 An Account Instruction to fund a Deposit Account will only be carried out once we hold a sufficient balance for you in the Transit Account to fulfil the Account Instruction.

16.17 The funds held in the Transit Account are protected against any claims from any of Bondsmith's other creditors including any enforcement proceedings or insolvency proceedings that might be brought against Bondsmith.

16.18 Bondsmith is responsible to you for taking due care in the selection and appointment of the provider of this account Although we are not liable for any acts, omissions or default by the provider, we will endeavour to enforce our rights where we consider this benefits our clients as a whole.

16.19 You may also arrange, via Nucleus, to give us instructions to transfer funds already held in a Deposit Account to another Deposit Account. This will be treated as a withdrawal from the first Deposit Account (into the Transit Account) and then a placement of the funds into the second Deposit Account (from the Transit Account).

16.20 If we are unable to withdraw the funds from the existing Deposit Account for any reason, we will not carry out the Account Instructions and advise you of this via Nucleus.

16.21 You will not earn interest on the balance of funds held in the Transit Account whilst they remain there.

16.22 Once the transfer from the Funding Account and/or withdrawal from the first Deposit Account is cleared, you acknowledge that your Account Instructions permit us to use the funds we hold in the Transit Account for your benefit to fund the selected Deposit Account which BSNL will hold on your behalf as bare trustee.

16.23 Where we are instructed to place funds into Deposit Accounts, we will arrange to open an account (or multiple accounts) with the relevant Deposit Taker offering the Deposit Account(s). The time required to open different Deposit Accounts depends on the Deposit Taker, but in certain circumstances may be up to ten Business Days.

16.24 You acknowledge that your rights under a Deposit Account are subject to the terms and conditions of the relevant Deposit Taker.

16.25 The applicable net interest rate for each Deposit Account will be the rate offered by the deposit taker at the time they receive the application from us. This rate will be confirmed to you via Nucleus once the relevant Deposit Taker has accepted your monies.

16.26 Subject to the terms and conditions of the relevant Deposit Taker, payments into the Deposit Account will normally be credited by close of business on the Business Day following the day on which the Deposit Account is opened.

16.27 In relation to opening Deposit Accounts, we are entitled to rely on any information you have already provided and information provided about you by third parties. If we ask you for further information in accordance with these Terms and Conditions and you do not promptly provide it, or if the information provided by you is incorrect or incomplete or becomes incorrect or incomplete, we may not be able to carry out the Services and we shall not be responsible for any loss suffered by you as a result (including from potential lost interest).

16.28 Some Deposit Accounts may only be available for a limited period and/or have specific eligibility criteria. Eligibility criteria for Deposit Accounts available through your Nucleus Product will be available on Nucleus' investment platform and/or website .

16.29 Where a Deposit Account has eligibility criteria, we may reject any Account Instructions to fund such a Deposit Account where you do not satisfy the eligibility criteria.

16.30 If, for any reason, we are unable to place your funds in your specified Deposit Account, your funds will be returned to the Funding Account.

Withdrawing funds from a Deposit Account

16.31 You may arrange for the submission of Account Instructions to withdraw funds from a Deposit Account, in line with the terms and conditions applicable to your Nucleus Product. These terms and conditions may place restrictions on the scope of the Account Instructions you may place.

16.32 In accordance with the underlying terms and conditions of a Deposit Account, it will not generally be possible to withdraw monies from a Deposit Account before the expiry of any fixed term or a given notice period applicable to it. In the event that withdrawals are possible, any such withdrawals may result in charges or penalties being applied or interest being forfeited in relation to your proceeds. We will try to minimise the impact of any such charges or penalties in those circumstances, but we cannot guarantee that there will not be any.

16.33 Withdrawals are dependent on the relevant Deposit Takers accepting and acting on instructions to make the requested transfers in a timely way. We do not accept responsibility for any of the Deposit Takers failing to transfer monies in the timescales required for any particular withdrawal.

16.34 Upon:

16.34.1 an Account Instruction to withdraw funds from a Deposit Account being effected, and/ or

16.34.2 a maturity of any Deposit Account,

the proceeds payable to you will be temporarily transferred to the Transit Account and then transferred on to the Funding Account as soon as practicable.

17. Status of the accounts

17.1 You acknowledge that the opening of any Deposit Taker Account may be outside of our control and that responsibility for opening each Deposit Taker Account shall lie with the relevant Deposit Taker and not us.

17.2 You acknowledge and agree that the Transit Account and each Deposit Account held under the Services (together, the "Deposit Taker Accounts") will be opened in BSNL's name but held on trust for clients, including you, who have deposited funds into such Deposit Taker Accounts. BSNL will also hold all funds contained within the Deposit Taker Accounts on trust for each of the clients who have deposited funds within the Deposit Taker Accounts in accordance with their proportionate beneficial interests in such funds.

17.3 Your money held in the Transit Account and any Deposit Account may be pooled with money belonging to other clients, which means that you would not have a claim against a specific sum in a specific account. In such circumstances any claim which you might have would be against the pool in general.

17.4 We will only use the funds that we hold on your behalf for the purpose of:

17.4.1 placing them within Deposit Accounts you have selected in accordance with these Terms and Conditions;

17.4.2 paying expenses associated with opening and holding the Deposit Accounts you have selected;

17.4.3 paying any charges or other monies which you owe us or a third party.

17.5 Where an expense is payable in respect of a Deposit Account which is held on your behalf (for example, fees payable to a Deposit Taker as a result of negative interest rates), this expense shall be deducted from your funds held within that Deposit Account. If the Deposit Account is held on a pooled basis, the expense shall be allocated amongst the relevant clients on a pro rata basis in accordance with their proportionate beneficial interests in the relevant Deposit Account.

17.6 Neither you nor we can:

17.6.1 lend,

17.6.2 use as security for a loan,

17.6.3 create any lien, charge, security or other encumbrance over

the Transit Account, any Deposit Account, the funds contain in either, the documentation evidencing title to either, or any rights associated in respect of any of these.

17.7 We reserve the right to close, without prior notification, any Deposit Account in relation to which there are no outstanding Account Instructions and where we reasonably believe that there will be no new Account Instructions in the foreseeable future.

18. Interest payments

18.1 In respect of interest earned on any Deposit Account:

18.1.1 where this is paid on maturity of a Deposit Account, this will be transferred to the Transit Account alongside your original capital deposit and then returned to the Funding Account as part of withdrawing the proceeds of the Deposit Account;

18.1.2 where this is paid periodically, this will be retained within the relevant Deposit Account until withdrawn by you from that Deposit Account or the Deposit Account reaches maturity.

18.2 Interest payable to you will be calculated according to your ongoing balance in a Deposit Account (whether held by you directly, or held on your behalf), and the period of time in which you have a balance in the Deposit Account. We will round interest payments due to you to the nearest penny.

18.3 Where interest payments are displayed on the Nucleus investment platform and/or website, these may be rounded down to the nearest penny, and therefore show you the minimum amount of interest you will be paid. This is to take account of the fact that Deposit Amounts may be pooled and to prevent rounding errors misleading you as to the amount you will be due. The figure displayed should be taken as only being indicative of the interest you will be paid, and we will not rely on it when making payments to you.

18.4 A proportion of the interest that accrues on amounts placed in Deposit Accounts on your behalf will be payable to us by the Deposit Taker (such amount being the "Bondsmith Interest").

18.5 The Deposit Taker may pay interest on amounts placed in Deposit Accounts net or gross of Bondsmith Interest:

18.5.1 If it is paid net of Bondsmith Interest, they will pay the Bondsmith Interest directly to us and only the remaining interest, to which you are absolutely entitled, will be paid into the Deposit Account or held by BSNL in the Transit Account;

18.5.2 If they pay interest into the Deposit Account gross of the Bondsmith Interest, all interest that accrues on the relevant amount will be paid into the Deposit Account or the Transit Account, at which point the interest payable to you will be transferred to the Funding Account on the withdrawal of your original capital deposit. The proportion that constitutes Bondsmith Interest will be retained in the Transit Account and be the beneficial property of Bondsmith.

You shall have no entitlement to, or rights in respect of, such amount of Bondsmith Interest, and Bondsmith shall be free to withdraw it from the Deposit Account/ Transit Account at any time and shall generally do so as soon as possible.

18.6 The interest rates on Deposit Accounts displayed on the Nucleus investment platform and/or website will always be displayed net of any Bondsmith Interest applicable.

19. Taxation

19.1 It is your responsibility to determine what, if any, taxes apply to the payments you receive in connection with the Services ("Taxes"). It is solely your responsibility to assess, collect, report, or remit the correct Taxes to the proper tax authority. We are not under any obligation to determine whether Taxes apply, or calculate, collect, report, or remit any Taxes to any tax authority arising from any Deposit Account on your behalf. You acknowledge that we may make certain reports to tax authorities in the United Kingdom and overseas regarding your Deposit Accounts and any amount held for your benefit in the Transit Account.

20. FSCS protection

20.1 If you are eligible for FSCS protection and the Deposit Taker with which a Deposit Account or Transit Account is held is a member of the FSCS (see below), you may in certain circumstances be entitled to receive compensation from the FSCS in the event that the Deposit Taker is unable to meet its obligations.

20.2 Please note that Deposit Takers located outside the UK are not covered by the FSCS and the compensation arrangements governing them will depend on the country or jurisdiction in which they are

regulated. Compensation schemes in overseas jurisdictions may not offer equivalent protection to that provided by the FSCS and may offer a lower amount of compensation. The amount of cover available to you will depend on your status and the country involved. If you choose to place a deposit where no FSCS protection is available (for example because the protection of an equivalent overseas scheme is available or the FSCS scheme does not apply to you), you may be accepting the risk of insolvency of the Deposit Taker in respect of all or a greater part of the relevant deposit.

20.3 BSNL holds all funds within the Transit Account and Deposit Accounts on trust, and therefore an insolvency practitioner would not generally view such funds as forming part of Bondsmith's estate. As such, those funds should not be available to Bondsmith's creditors and should be distributed to clients, including you, following the deduction of the insolvency practitioner's costs, and any other costs that are deductible under applicable law.

20.4 Please note that reimbursements from the FSCS where funds are held on trust, as is the case for funds held in the Transit Account or Deposit Accounts, can take up to three months.

20.5 The limits for FSCS compensation may change from time to time. You should always check www.fscs.org.uk for the current limits. Please note that this limit applies to your total holdings with a Deposit Taker, and therefore includes all the cash you may hold with any Deposit Taker through the Services and outside of it.

Bondsmith is the trading name of Bondsmith Savings Ltd (BSL) (registered in England, company number 13223331) and Bondsmith Savings Nominees Ltd (BSNL) (registered in England, company number 13480386). BSL and BSNL have their registered office at 124-128 City Road, London, EC1V 2NJ. BSL is authorised and regulated by the Financial Conduct Authority (reference number 955601) as an electronic money institution for the issuing of electronic money.