Third terms for inclusion in platform terms and conditions

As per the Platform Services Agreement entered into between Third Platform Services Limited ("**Third**") and the Customer, the below terms (the "**Third Terms**") shall be incorporated into the platform terms and conditions to be entered into between the Customer and its underlying Clients (the "**Clients**") (the "**T&Cs**").

The Customer is required to and undertakes to ensure that each Client is aware what services are being provided to them by Third and that each Client understands the contractual implications of the arrangements. Accordingly, these Third Terms (as amended from time to time) must be appropriately incorporated by the Customer into the T&Cs. It is the sole responsibility of the Customer to ensure that the material and information it shares with the Client to notify them of the services provided to them by Third, is complete and up to date to enable Third to comply with Applicable Law.

THIRD TERMS

1. INTRODUCTION

1.1 We have entered into an agreement with Third Platform Services Limited, with company number 09588254 and registered office at 8th Floor Centennium House, 100 Lower Thames Street, London, United Kingdom, EC3R 6DL (**"Third"**) (the "**Services Agreement**"), whereby Third has agreed to provide custody and settlement services for our clients who are subject to these T&Cs. This means Third is responsible for safely holding your money and investments, and for making sure transactions are processed correctly and in line with regulatory requirements. These services will be provided through the investment platform which we provide in accordance with these T&Cs.

1.2 You will be able to view your account details, such as your holdings, valuations, and transaction history, through a secure read-only client portal. To access this portal, you will need to agree to its separate terms and conditions upon first being given access.

1.3 By agreeing to these T&Cs, you agree to the custody and settlement services being provided to you by Third, which is authorised and regulated by the Financial Conduct Authority.

2. RELATIONSHIP WITH THIRD

2.1. Third provides custody and settlement services for your investments. To make this possible:

2.2. we are authorised to give instructions to Third and share your information with them. Third will rely on these instructions and information without needing to check in with you directly;

2.3. Third is authorised to hold your money and investments, and to move them when needed, for example, to settle a trade or meet other obligations.

2.4. Third does not give investment advice or assess whether any investment is suitable for you. Third relies on information provided to it by us in respect of all such matters.

2.5. Third may request from us any information that we hold about you in order to comply with legal or regulatory requirements. By agreeing to these T&Cs, you agree that we can provide this information to Third, when needed.

2.6. Third may refuse to provide services to you, or may apply extra conditions. If this happens, we will explain why, unless doing so would breach legal or confidentiality obligations.

3. CATEGORISATION AND CAPACITY

3.1. For the purposes of the FCA Rules, Third shall (unless otherwise separately notified to you by them) adopt the same client categorisation in relation to you as that determined by us and rely on information provided to them by us as to that categorisation. You will normally be treated as a retail client, which gives you the highest level of regulatory protection under FCA rules.

3.2. If your account is held jointly, or in the name of a trust or partnership:

3.2.1. all account holders, trustees or partners shall be responsible both individually and collectively for the account and any obligations to Third;

3.2.2. Third may make payments or provide account information to any one of the named holders, trustees or partners;

3.3. If you are acting on behalf of someone else (whether disclosed to us or not), you will still be personally responsible for any transactions or obligations under these terms. You will also be jointly responsible with the person you are acting for.

4. CLIENT ACCOUNTS

4.1. Third will open and manage one or more accounts for you, based on instructions from us. These accounts will be used to record any money and investments held within such account(s).

5. COMMUNICATION AND INSTRUCTIONS

5.1. Third shall only accept instructions concerning your account(s) from us and not directly from you, unless a separate specific agreement is in place. Third may, on a temporary basis, accept instructions from you directly, at its sole discretion, in the event that Third has suspended provision of its services to us and it has assessed that provision of services to you is required.

5.2. Third will rely on instructions it receives from us and will only prevent the processing of any instructions if notice is issued in writing in enough time to prevent the processing of any existing instructions. If we do not respond to a request for instructions from Third, Third may take whatever action it considers appropriate. Third will not be responsible for any delays or inaccuracies in the transmission of any instructions or other information due to any cause outside Third's reasonable control.

5.3. Third may refuse to carry out an instruction at its discretion. If this happens, we will be informed and explain the reasons, unless legal or regulatory rules prevent this.

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

5.5. Any communications between you, us and/or Third shall be in English.

6. DEALING

6.1. Both us and Third will be responsible for carrying out transactions in your accounts. Third will only act on instructions given by us, not directly from you.

6.2. For regulatory purposes Third treats us as its client under the FCA Rules. However, any instructions we give are considered to be on your behalf.

6.3. All transactions are carried out in line with FCA Rules and Third's execution policy, which is available at: www.thirdfin.com. This may include executing some transactions otherwise than on an exchange, market or other execution venue within the European Economic Area **(EEA)**.

6.4. Third may combine your order with others (known as "aggregation") if it believes this won't disadvantage you overall. In some cases, aggregation may result in a less favourable outcome for a particular order.

6.5. After a transaction is completed, Third will issue a contract note, which will be available on the investment platform. The contract note shall be treated as final unless Third is notified in writing prior to the settlement date of any error or a trade booking error has occurred.

6.6. Third may refuse to carry out an order if it believes it's unlawful, improper, or poses a financial or reputational risk.

6.7. Third may use brokers or agents, including those outside the United Kingdom, to carry out transactions. If overseas brokers are used, your money or investments may be treated differently under local laws in the event that an overseas broker were to default, fail or become insolvent.

7. SETTLEMENT OF TRANSACTIONS

7.1. When a transaction is carried out, it will be settled in accordance with the terms of the relevant contract note or confirmation. You must make sure there is enough money in your account to complete the settlement.

7.2. If, when settlement of a transaction is due, there is not enough money or required investments in your account, Third may still choose to settle the transaction, although it is under no obligation to do so. If Third settles the transaction, we or you shall reimburse Third promptly for any shortfall including any costs and charges Third incurs in settling the transaction prior to receiving such money or investments.

7.3. Third acts as your agent when settling transactions but Third will not be responsible if the other party to the transaction fails to deliver or pay. You bear the risk of any such default.

7.4. You shall not have any rights to receive any cash or investments due from a transaction until you have met your obligations and Third has successfully completed the transaction. Third may sell or otherwise dispose of any such investments and apply any proceeds to cover what you owe.

7.5. All transactions will be settled in accordance with:

7.5.1. the rules and practices of the relevant market or exchange; and

7.5.2. the terms of any custodians or agents Third uses to hold or transfer assets.

8. CUSTODY

8.1. Third is responsible for holding your investments in accordance with the custody rules set out in the FCA's Client Assets Sourcebook (CASS). Third may register or hold your investments in your name, or through a nominee or custodian, as appropriate.

8.2. Your investments may be held in pooled accounts with those of other clients. This means they are not separated by individual certificates or entries, but Third will maintain detailed records to track what it is holding for you. In the event of an irreconcilable shortfall (for example, due to a custodian default) you may not receive your full entitlement and may share in any loss proportionately.

8.3. Third may appoint custodians, sub-custodians, or agents, including those outside of the United Kingdom, to hold your investments. Third will use all due skill, care and diligence in the selection, appointment and periodic review of each custodian, sub-custodian and agent. Third is responsible for the acts and omissions of its nominee, but Third is not otherwise responsible for any losses caused by those third parties unless Third has acted negligently or fraudulently, or has wilfully defaulted on its obligations or has failed to exercise the standard of care required under this paragraph 8.3 when selecting, appointing or monitoring them. In the case of any investments held overseas, you acknowledge that if something goes wrong, your investments may be treated differently under local laws.

8.4. If Third changes custodian or transfers its business, your investments may be moved to a new provider, provided they agree to hold the cash or assets in accordance with the CASS Rules. You will be notified if this happens.

8.5. If your investments remain unclaimed for a period of twelve years and we have otherwise taken reasonable steps to contact you, we may ask Third to sell them and make a payment up to the value of the unclaimed assets to a registered charity of our choice or transfer them to a registered charity of our choice. You will still be able to make a valid claim later and receive the value of those investments. Third will only do this if we give written instructions to do so and agree to cover any future claims.

8.6. You acknowledge and agree that third parties, such as custodians appointed by Third to hold your investments may claim a security interest, lien or right of set-off over such investments in respect of:

8.6.1. any charges relating to the services the third party provides to us in respect of your investments; and

8.6.2. any other amounts permitted under the FCA Rules whereby the security interest, lien or right of set-off is required by applicable law in the jurisdiction which your investments are held. Where your investments are held or deposited with a third party in a non-UK jurisdiction, the rights applicable to those investments will be subject to local laws and regulation which may differ from those of the UK. Such security interests may give rise to the risk that the third party is permitted to dispose of your investments in order to recover debts related to persons other than you, or related to matters other than the provision of services by that third party to us for you (or to us for our other clients).

For these purposes, a "security interest" is a legal right for someone to use your assets to pay sums you owe to them if you do not yourself pay those sums; a "lien" is a right for someone to keep possession of your assets until a debt owed to them by you is paid; and a "right of set off" is a right for someone to reduce the value of payments they are obliged to make to you by the amount of payments that you owe to them.

8.7. Third is not permitted to reuse any investments in your account or lend any of your investments to any other person, or permit any other person to do so, unless it first obtains our and your written consent.

9. CORPORATE ACTIONS

9.1. Third is responsible for collecting dividends, interest payments and any commission related to your investments. These payments will be credited to your account after any required tax or deductions have been applied. Third may try to reclaim tax on your behalf but is not responsible for doing.

9.2. If there is a corporate action, such as a take-over, company merger or rights issue, Third will let us know where reasonably possible. Third will only act on these events if we give clear instructions in time.

9.3. If your investments are held in pooled accounts, any entitlements (like new shares or cash) will be shared proportionately among clients. If the perfect split is not possible, Third will adjust the allocation to ensure fair treatment.

9.4. Voting rights linked to your investments will usually be exercised by us. Third will use reasonable efforts to vote on your behalf if Third receives instructions in time.

10. CLIENT MONEY

10.1. Any money held for you by Third will be managed in accordance with the CASS Rules.

10.2. Unless we ask Third to hold your money in a designated account, your money will be held in in a pooled client money account with other clients, at a bank, or banks, chosen by Third. If that bank or another third party (like a clearing house or payment system) fails, and there's a shortfall, you may share in any loss proportionately.

10.3. Third may also hold client money in accounts with banks outside the United Kingdom. If this happens, your money may be treated differently under local laws if the bank fails.

10.4. Third pays interest on client money at the rate shown on its website: www.thirdfin.com/interest-client-money. If the bank charges Third for holding your money (for example, due to negative interest rates), Third may pass that charge on to you. Third may also keep part of the interest earned to cover the costs of managing the cash and to provide for further investment in Third's business. The rate shown on the website is net of such retained amount.

10.5. If any money in your account remains unclaimed for a period of six years and we have otherwise taken reasonable steps to contact you, we may ask Third to pay the money to a registered charity of our choice. You will still be able to make a valid claim later and receive the value of any amount paid. Third will only do this if we give written instructions to do so and agree to cover any future claims.

10.6. Third may keep any money or assets sent to it for your account, or due to be sent, until it receives clear instructions from us.

10.7. Money held in UK bank accounts by Third is protected under the Financial Services Compensation Scheme (FSCS). If the bank holding your money fails, you may be entitled to compensation of up to £120,000 per eligible person. This limit applies to the total amount held with that bank, including any other accounts you may have with them directly. FSCS protection may not apply to money held in overseas accounts.

10.8. Third may hold client money in client money bank accounts which have a fixed term, or require periods of notice, in each case not exceeding 95 days. In order to use such client money bank accounts Third must have sufficient funds to meet requests to withdraw money during this period because Third will not be able to access these funds until the relevant notice period or fixed term has expired. If Third or the bank holding the Client Money bank account were to become insolvent or in the event of multiple clients requesting repayment of their Client Money at the same time, the amounts held in such fixed term or notice accounts may not be immediately available for distribution as they would have been if they were held in instantly accessible or shorter term accounts. During the fixed term or notice period Third may be unable to react to market information about the bank holding the Client Money bank account and this may increase the risk of loss or reduction of funds held on the accounts.

11. SECURITY AND DEFAULT

11.1. You confirm to Third that all money or investments transferred to Third are either:

11.1.1. Owned by you outright; or

11.1.2. Transferred with the full consent of the legal owner.

11.2. You also confirm that these assets are not subject to any third-party rights, such as a mortgage, charge, or lien, and that you won't create any such rights over them in the future.

11.3. If any of these statements turn out to be untrue, or if you fail to meet your obligations under these terms, you and us may be held jointly responsible for any resulting losses or liabilities.

12. LIABILITY

12.1. Third shall not be liable for any losses you suffer unless they result directly from Third's negligence, wilful default or fraud. For these purposes, "wilful default" means a deliberate act or omission by Third, where Third either knew or should reasonably have known that such act or omission was wrong or likely to cause loss, and chose to proceed regardless. It does not include honest mistakes or errors made despite reasonable care.

12.2. Third shall not be liable for losses such as loss of profits, loss of opportunity, loss of business, loss of goodwill, claims by third parties, loss of anticipated savings (whether direct or indirect) or for any type of special, indirect or consequential loss howsoever caused, even if such losses result from delays or errors by Third in providing their services.

12.3. In the absence of Third's negligence, fraud or wilful default, Third shall also not be liable for losses caused by custodians or sub-custodians appointed by it unless Third:

12.3.1. failed to exercise all due skill, care and diligence in the selection, appointment and periodic review of the custodian or sub-custodian; or

12.3.2. failed to periodically review and monitor the actions of the custodian or sub-custodian, except for those which have not been selected by Third itself.

12.4. Nothing in these terms limits Third's liability for death or personal injury caused by its negligence, or any other liability that cannot be excluded by law or regulation.

12.5. Third shall not be deemed to be in breach of these terms or otherwise responsible or liable to you in any manner whatsoever for any failure or delay in providing any of the services to you if such failure or delay results wholly or partly from any event which affects the performance by Third of its obligations under these terms and arises directly from an act of God, local government or government, war, fire, flood, earthquake or storm, acts of terrorism, explosion or civil commotion, but in each case only if and to the extent that Third is without fault in causing the breach or delay, and the breach or delay could not have been prevented without unreasonable expense by reasonable precautions and measures and cannot reasonably be circumvented by Third at its expense through the use of alternate sources, work around plans or other means.

12.6. These terms shall continue to apply notwithstanding the fact that we or Third cease to provide services and shall be in addition to any other right of indemnity or claim whether under these terms or otherwise and shall not be affected by any forbearance, whether as to payment, time, performance or otherwise.

13. CHARGES

13.1. Any fees or charges related to the services provided by Third will be set out in our charging schedule. Third may deduct these charges from your account or ask you to pay them directly or via us.

13.2. You may also be liable for other taxes or charges not payable via Third.

13.3. For details of platform, adviser, discretionary manager or other charges, please refer to our charging schedule.

14. CONFLICTS OF INTEREST

14.1. Third may sometimes have a conflict of interest when providing its services. For example, Third may:

14.1.1. be the counterparty to a transaction;

14.1.2. have a financial interest in the investment; or

14.1.3. receive payments from fund managers based on the value of assets held in Third's custody.

14.2. Third has policies in place to manage conflicts fairly and in line with FCA rules.

14.3. You acknowledge that Third does not need to disclose or pass on any profits it makes from these arrangements.

15. DATA PROTECTION AND CONFIDENTIALITY OF INFORMATION

15.1. In the UK, Third operates in accordance with applicable data protection legislation.

15.2. Third may use, store or otherwise process personal information provided to them by you or us in connection with the provision of the services for the purposes of providing the services, administering your account or for purposes ancillary thereto. For these purposes, Third will be a Data Processor (as defined in the applicable data protection legislation) of such personal information provided to them.

15.3. Third shall be an independent Data Controller (as defined in the applicable data protection legislation) of such personal information provided to them for the following purposes:

15.3.1. where the processing is necessary to fulfil its role as ISA Manager

15.3.2. where the processing is necessary in relation to any anti-money laundering checks and/or other identity verification which Third is required to perform in order to comply with applicable laws;

15.3.3. within Third's non-production environments which process personal data to develop and test new products, features and related functionality; and

15.3.4. where the processing is necessary for Third to carry out information security, cyber security, vulnerability management, penetration testing, security assurance, resilience testing or incident detection, investigation or response activities in each case to protect, test, maintain or improve the security, integrity, availability or resilience of the Services or Third's systems, network, applications, infrastructure or data. Provided that such processing is limited to what is necessary and proportionate.

15.4. Third may, from time to time, notify us of further processing activities in respect of which it acts as an independent Data Controller under the Services Agreement. Where applicable, Third shall reflect such processing activities in its privacy notice made available on its website.

15.5. The Agreement sets out certain obligations on Third as the Data Processor, or Data Controller (as applicable), of your personal information, as required by applicable data protection legislation.

15.6. The Third privacy notice (available here: www.thirdfin.com/privacy-policy) from time to time sets out the terms on which Third will use, store or otherwise process your personal information when Third is acting as a Data Controller.

15.7. The information Third holds about you is confidential and will not be used for any purpose other than in connection with the provision of the services and the purposes set out at paragraphs 15.2 and 15.3 above. Information of a confidential nature will be treated as such provided that such information is not already in the public domain. Third will only disclose your information to third parties in the following circumstances:

15.7.1. where required by law or if requested by the FCA or any other regulatory authority or exchange having control or jurisdiction over Third (or any associate);

15.7.2. to investigate or prevent fraud or other illegal activity;

15.7.3. in connection with the provision of services to you;

15.7.4. for purposes related to the provision of the services or the administration of your account, including, without limitation, for the purposes of credit enquiries or assessments;

15.7.5. if it is in the public interest to disclose such information;

15.7.6. at your request or with your consent. This is of course subject to the fact that Third may disclose your information to certain permitted third parties, such as members of its own group, its service providers and its professional advisers who are bound by confidentiality codes.

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

15.9. If you have any enquiries in respect of Third's use of your personal information as described in paragraph 15.3, in the first instance, you should direct any such enquiries to us and we will pass your request on to Third.

16. COMPLAINTS

16.1. In the event of any complaint regarding Third's services you should contact us. If appropriate, we will liaise with Third's Compliance Officer regarding your complaint.

17. INVESTOR COMPENSATION

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

18. AMENDMENT

18.1. Third may amend these terms from time to time. Either us or Third will give you at least 30 days' prior written notice of any material change to these terms, except where either:

18.1.1. those changes are outside of our control (such as a change in legislation) which may take effect immediately; or

18.1.2. those changes are not to your disadvantage, in which case we will inform you within 30 days of the changes having taken effect.

18.2. Third will only make changes for good reason, including but not limited to:

18.2.1. making terms clearer or more favourable to you;

18.2.2. changing the Services from time to time;

18.2.3. providing for the introduction of new systems, changes in technology or the addition or removal of products or services;

18.2.4. rectifying any mistakes that may be discovered in due course; and/or;

18.2.5. reflecting a change in applicable law or regulation.

18.3. If you do not wish to accept a material change to these terms, you may close your account or transfer your investments to another provider without penalty before the change takes effect.

19. GENERAL

19.1. Third's responsibilities to you shall be limited to those set out in these terms and applicable laws and regulations.

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

19.3. Any failure by Third (whether continued or not) to insist upon strict compliance with any of these terms shall not constitute nor be deemed to constitute a waiver by Third of any of its rights or remedies.

19.4. These terms shall be governed by the laws of England and Wales, however, if you are resident in another part of the United Kingdom, you may bring proceedings in the courts of England and Wales, Scotland, or Northern Ireland, as appropriate.

"Third Financial" is the trading name of Third Financial Software Ltd (TFS) (registered in England, number 06448163) whose registered office is at 8th Floor, Centennium House, 100 Lower Thames Street, London EC3R 6DL. TFS is a member of a VAT group with VAT registration number 514 0358 80. TFS is a wholly owned subsidiary of Nucleus Financial Platforms Limited (registered in England, number 06033126) whose registered office is at Suite B & C, First Floor, Milford House, 43-55 Milford Street, Salisbury SP1 2BP, and is a member of the Nucleus Group. Further details of the Nucleus Group can be found at nucleusfinancial.com. (10/25)