



TERMS AND CONDITIONS FOR CUSTODY AND NOMINEE SERVICES

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IMPORTANT INFORMATION

The Platform One Terms and Conditions provide you with a summary of important information you need to know about the Custody and Nominee services provided by Platform One.

Please read these Platform One Terms and Conditions carefully, they set out the terms and conditions on which your Account will operate.

Platform One Limited is authorised and regulated by the Financial Conduct Authority, reference number 542059.

These Terms and Conditions form the basis of a legally binding agreement between you and us and must be read in conjunction with:

- [EIS Platforms Limited \(Trading as GrowthInvest\) Subscription Agreement Form](#) - completed and signed.
- [EIS Platforms Limited \(Trading as GrowthInvest\) Terms and Conditions](#)

EIS Platforms Limited will hereafter be known as EISP within these Terms and Conditions.

We may, at our discretion, vary these Platform One Terms and Conditions in accordance with the section of these Terms and Conditions titled 'Changing our agreement with you.'

These Terms and Conditions are governed by the laws of England and Wales. By entering into this arrangement you agree that the law of England and Wales applies to your Account.

These Terms and Conditions and any subsequent correspondence with you regarding your agreement with us and your Account will be in English. This documentation is also available in large print or Braille. If you require this, please contact us.

How to contact us

Please use EISP as your first point of contact. We can be contacted using the following details.

- **Telephone:** 0345 366 5445 (08:30 to 17:00 Monday to Friday).
- **Address:** Platform One Client Services, Peartree Business Centre, Cobham Road, Wimborne, Dorset, BH21 7PT.
- **Email:** clientservices@platform1online.com
- **Website:** www.platform1online.com

Please note that we are unable to accept instructions regarding your Account directly from you. These must be sent to EISP who will forward them onto us.

DEFINITIONS

Account

Means the Account that we open in your name to record the Assets that you purchase. The Account can also display non custody Assets.

Adviser (or Financial Adviser)

The qualified and suitably regulated individual you have appointed to provide you with financial advice.

Adviser Charges

Means any fee which you have agreed to pay to your Adviser.

Application Form / Subscription Agreement

The application(s) completed by you to open an EISP Account.

Assets

Means Assets held within your Account.

Bank

An institution or Bank authorised to hold Client money as may be nominated from time to time.

Beneficial Owner

A person who enjoys the benefits of ownership even though title is in another's name.

Cash

Any Cash balances, dividends and other amounts received or receivable as Cash in your Account from time to time.

Charges

Means any Charges payable in connection with your investment.

Client

An individual with an open custody Account at Platform One.

Client Money Bank Account

A Bank Account managed by Platform One. The operation of the Client Money Account is subject to the FCA's Client Money rules.

Share Certificate

A certificate evidencing the registered holder of shares, the date purchased and the number of shares.

Data Protection Act

Means the Data Protection Act 2018 and all other applicable Regulations and best practice relating to the processing of personal data and privacy.

Financial Conduct Authority (FCA)

The Financial Conduct Authority, 12 Endeavour Square, London, E20 1JN.

Financial Services Compensation Scheme (FSCS)

The FSCS is the compensation fund of last resort for customers of authorised financial services firms. If a firm is unable, or is unlikely, to pay claims against it, the FSCS may be able to pay compensation to the firm's customers.

Joint Account

A Platform One Account set-up in joint names for up to a maximum of four individuals.

Nominated Bank Account

A Bank or building society Account of which you are named holder and which you specify and we accept as the Account for any monies payable to you.

Nominee

Means Platform One Nominee Limited.

Ombudsman

Means the Financial Ombudsman Service who may be contacted at Exchange Tower, Harbour Exchange, London, E14 9SR.

Person

Means any natural person, partnership, joint venture, corporation (wherever incorporated), trust, firm, association, government, governmental (or supra-governmental) agency, authority or department, or any other entity, whether acting in an individual, fiduciary or other capacity.

Regulations

Means any law, legislations, instrument, rule, order, regulation, directive, by law or decision which applies to, concerns or otherwise affects either party's obligations under this agreement as the same may be amended or varied from time to time including any rules and regulations of any Authority (including, without limitation, the FCA Rules) and/or any Data Protection Legislation.

Terms and Conditions

Means this document and where stated the Terms and Conditions of EISP.

US Person

Means a living individual to whom one or more of the following applies:

- Dual citizens of the US and another country;
- US citizens even if residing outside the United States;
- US passport holders;
- Born in the US unless citizenship is renounced;
- Lawful permanent resident of the US;
- A person who meets the "Substantial Presence Test" as declared by the US tax regulator. This is a person who is present in the United States on at least 31 days during the current year, and 183 days during the 3 year period that includes the current year and the 2 years immediately before that, counting: All the days you were present in the current year and 1/3 of the days you were present in the first year before the current year, and 1/6 of the days you were present in the second year before the current year.

We, us and our

Means Platform One Limited.

You and your

Means any person entering the agreement with us.

INTERPRETATION

1. References to section titles are references to section titles within these Terms and Conditions.
2. The headings are included for ease of reference only and shall not affect the interpretation of these Terms and Conditions.
3. Where appropriate, words in the masculine include the feminine and words in the singular include the plural and vice versa.
4. Any references to any regulations, statute or statutory provision shall include that regulation, statute or statutory provision as from time to time amended, modified, replaced or re-enacted (whether before or after the date of this agreement) and any order, regulation, instrument, by-law or other subordinate legislation made under it.

RESPONSIBILITIES

Our responsibilities

1. EISP will provide us with the information provided by you to open your Account.
2. We will provide Custody and Nominee services and operate your Account in line with these Terms and Conditions and the Regulations. You will also be required to agree to Terms and Conditions with EISP.
3. We are not authorised to give any financial, legal or tax advice and are not required to assess the suitability of your Account and your Assets. You should seek your own financial, legal or tax advice from your Adviser or another suitably qualified professional.
4. We will treat you as a Retail Client. Retail Clients benefit from a higher degree of protection under the regulations than Professional Clients or Eligible Counterparties. You can ask to be treated as a Professional Client and we may agree to do this if you meet the applicable criteria under the Regulations, however we do not have to do so. If you request to be treated as a Professional Client you should be aware that among the various protections lost, you may lose the ability to complain to the Financial Ombudsman Service and the right to make a claim under the Financial Services Compensation Scheme (FSCS). Please refer to your Financial Adviser if you wish to be treated as a Professional Client.
5. EISP will conduct verification of identity and permanent address for each Client. We may also carry out this verification or request copies of the verification performed by EISP or your Adviser under UK anti money laundering legislation. When we conduct verification of identity this may include electronic anti money laundering checks on the personal information you have provided. This check will be undertaken by a reputable referencing agency who will retain a record of that check.
6. We will safeguard your Client Money and Client Assets as per the requirements of the FCA's Client Money and Client Asset rules.

Your responsibilities

1. You will comply with these Terms and Conditions.
2. You will provide EISP with the information reasonably required to open and operate your Account.
3. You confirm that you are aged 18 or over and that you are not a US Person.
4. You confirm that EISP is authorised by you to give us instructions on your behalf in respect of your Cash and investment.
5. You acknowledge and agree that we are not party to your contract with EISP and are not responsible or liable for any services provided by EISP.

CASH PAYMENTS TO YOUR ACCOUNT

1. Cash payments must be made in Sterling as single lump sum payments.
2. Lump sum contributions can be paid by cheque or electronically. Cheques to Platform One should be made from a UK Bank Account in your name (either a personal or joint Bank Account).
3. Electronic payments should quote your name and if you have one, a reference number, to enable the payment to be allocated to your Account in a timely manner.

4. In the event that we are unable to identify the Account to which a payment relates. The payment will be returned to the source Bank Account within 10 Business Days. No interest will be paid on payments returned and we will not be liable to you for any loss you may suffer arising from this.

OWNERSHIP AND CUSTODY

Client Money

1. Cash will be held in a Client Money Bank Account in the name of Platform One Limited.
2. The Client Money Bank Account has been set up under statutory trust for the protection of your Client Money in accordance with the FCA's Client Money rules.
3. The Bank with which the Client Money is held is based in the UK and is carefully selected and regularly assessed to ensure that it is appropriate to hold Client Money. Due skill care and diligence is taken when selecting a bank to hold Client Money however we do not accept any liability for any act, omission or default on their part.
4. The Bank is covered by the FSCS. This means that in the event of the default or insolvency of the Bank, you may be covered up to the applicable limit. However should there be a shortfall in the Client Accounts after their default or insolvency, you may have to share proportionately in that shortfall with any other Clients who have Cash in the Client Money Bank Account. For further information on FSCS and your eligibility to make a claim please refer to the FSCS website.
5. Your Client Money is always held separately from Platform One's own money. It is held together with money from other Clients and is recorded within our records as money belonging to you. As such should Platform One become insolvent your Client Money will remain yours and be recorded as such. Any administrator will be obliged to return your Client Money to you.
6. Should we not hear from you or your investment firm for a period of at least six years and there has been no movements on your Account in this period (disregarding any payment or receipt of interest, Charges or similar items), we will attempt determine as far as reasonably possible your correct contact details and attempt to contact you at least two times with at least 28 days between each communication attempt. If we obtain positive details that the contact details held for you are not accurate, after a further 28 days we have the right to transfer your Client Money to a registered charity of our choice. If we do not receive positive confirmation that your contact details are incorrect we will write to you on one further occasion. If we do not receive a response to the 3rd communication after a further 28 days we have the right to transfer your Client Money to a charity of our choice. If after we have made the payment to charity, you make a valid claim in respect of the Client Money paid to charity, we will promptly pay a sum equal to the balance paid away to charity to you.
7. We may transfer your Client Money to a third party as part of transferring all or part of our business. In the event that your Client Money is transferred to a third party as part of transferring all or part of our business it will be transferred on terms which require the third party to return your Client Money as soon as practicable at your request. Any sums transferred will either be held by the third party to whom they are transferred in accordance with the FCA's Client Money rules or if not held in accordance with such rules, we will exercise all due skill, care and diligence in assessing whether the third party to whom the money is transferred will apply adequate measures to protect those sums. If your Client Money is transferred to a third party as part of transferring all or part of our business you will be notified no later than seven days after the transfer taking place.
8. No interest payment will be allocated to client money held in Platform One's Client Money bank account.

Client Assets

9. By agreeing to these Terms and Conditions you authorise us to direct and instruct our Nominee to carry out our responsibilities under these Terms and Conditions. This includes arranging for our Nominee to have custody of your Assets.
10. Our Nominee is Platform One Nominee Limited. This Nominee is part of the Platform One Group and its registered address is; Peartree Business Centre, Cobham Road, Wimborne, Dorset, BH21 7PT.
11. You confirm that you consent to the investments being held in the name of Platform One Nominee.
12. Platform One Limited is responsible for the acts and the omissions of Platform One Nominee Limited.
13. We will keep your Assets separate from our own Assets and from those with whom we place your Assets.

Platform One Limited, Peartree Business Centre, Cobham Road, Wimborne, Dorset, BH21 7PT
Registered in England and Wales, No. 06993268 – Authorised and regulated by the Financial Conduct Authority, Number 542059

14. Your Assets will be registered in the name of the Nominee, but will be beneficially owned by you at all times.
15. The Nominee is not an authorised person under the regulations. It can also only hold Assets and does not carry out any business in its own right.
16. We reserve the right to change the Nominee or the structure of our Nominee Account in accordance with the section of these Terms and Conditions titled 'changing our agreement with you'.
17. Any documents relating to the custody of Assets evidencing title (or the equivalent electronic record) will not be lent to third parties or used as security for borrowing.
18. Should we not receive any correspondence or instructions from you or your investment firm for a period of at least twelve consecutive years, we will attempt determine as far as reasonably possible your correct contact details and attempt to contact you at least two times with at least 28 days between each communication attempt. If we obtain positive details that the contact details held for you are not accurate, after a further 28 days we have the right to liquidate your unclaimed custody Asset at market value and pay away the proceeds to a registered charity of our choice. If we do not receive positive confirmation that your contact details are incorrect we will write to you on one further occasion. If we do not receive a response to the 3rd communication after a further 28 days we have the right to liquidate your unclaimed safe custody Asset at market value and pay away the proceeds to a charity of our choice. If after we have made the payment to charity, you make a valid claim in respect of the money paid to charity, we will promptly pay a sum equal to the value of the safe custody asset at the time it was liquidated to you.

INSTRUCTIONS TO BUY OR SELL ASSETS

1. All instructions to buy or sell Assets must be sent directly to EISP.
2. EISP will send your instruction to us.
3. We will set up an Account for you pending the receipt of your subscription payment into the Client Money Bank Account.
4. Upon receipt of your subscription payment into the Client Money Bank Account, if this accompanies a valid completed EISP Subscription Agreement Form, your subscription will be sent for investment.
5. A record of this will be made to evidence that the investment purchase is pending.
6. If your investment is to be held in custody it will be issued in the name of Platform One Nominee, with you as the Beneficial Owner.
7. Upon our receipt of confirmation of the investment, your Account will be updated to evidence the investment held. All custody Share Certificates are securely held in our offices.
8. If shares are to be issued as Non Custody, Platform One will facilitate the payment for the investment but will not hold the Share Certificate.
9. Upon completion of the purchase of an investment it cannot be cancelled. Please also refer to EISP's Terms and Conditions regarding cancellation.
10. We reserve the right to reject a subscription instruction if all regulatory requirements have not been met (for example money laundering requirements).
11. If shares are to be transferred to another party via Stock Transfer, we will, upon receipt of a completed Stock Transfer Form from EISP, update your records in respect of the transfer of shares to the other party.
12. We will only process any payments in respect of tax due, upon an instruction from EISP.
13. We are not liable or responsible for ensuring that tax on you investment/s is appropriately paid.

DIVIDENDS

1. Dividends generated by Assets will be collected by us and allocated to you as Client Money.
2. EISP will be notified of any Dividends received and will contact you accordingly for your instruction with regards to the payment of the Dividend received.
3. EISP will notify us of your instruction with regards to the Dividend received providing us with details of your Nominated Bank Account for payment.
4. All payments must be made to you as the beneficial owner of the shares.

CHARGES

1. Please refer to EISP for details of the Charges applicable to your investment including the treatment of Adviser Charges.

CHANGING OUR AGREEMENT WITH YOU

1. We may change these Terms and Conditions from time to time in whole or part. We can do this for the following reasons:
 - to conform with any legal or regulatory rule or requirement;
 - to reflect any decision or recommendation by a court or the Financial Ombudsman Service;
 - to allow for the introduction of new or improved systems, methods of operation, services or facilities;
 - to reflect changes in the cost of providing our services to you, including any direct costs we are required to pay to others.
2. If we change any of these Terms and Conditions, we will give EISP at least 30 days written notice, except where the change does not disadvantage you or is required in order to comply with regulations. EISP will notify you of any changes to these Terms and Conditions.
3. If you do not notify EISP that you are dissatisfied with any changes to these Terms and Conditions before the end of the notice period you will be treated as accepting the change.
4. Where the change does not disadvantage you or is required in order to comply with regulations, we will notify EISP of these changes via electronic or written communication.
5. If you are not satisfied with a change, you will be entitled to terminate your Account under these Terms and Conditions and we will not charge you for terminating in these circumstances. However, please note you may still have to pay any applicable fees and Charges.
6. No change will affect any outstanding order or transactions or any other legal rights or obligations which may have arisen before the date of the change.

TERMS AND TERMINATION

1. This Agreement shall commence on the date that it is accepted by you by providing confirmation via your EISP Subscription Agreement Form and shall continue until such time until the investment has been disposed of unless terminated earlier in accordance with the provisions set out in this section.
2. Any request to end this Agreement must be made to EISP who will in turn notify us.
3. This Agreement may terminate based on the following provisions:
 - In the event that we cease to be permitted by law to provide the services contemplated by this Agreement.
 - At any time, by us, by giving you not less than one months' written notice of termination.
 - By you in the event that we are dissolved or cease to trade.
 - By either party in the event that the other has committed a material breach of the Agreement, has been requested to rectify it and has failed to do so within 10 working days of the receipt of the request.
4. In the event of your death, these Terms and Conditions will be binding on your legal representative(s). They must inform EISP as soon as possible after your death.
5. EISP will notify us of your death, sight of an original death certificate will be required. Our records will then be updated accordingly.
6. EISP will deal with the death claim process and notify us of the action to take with regards to your Assets and any Client money held.

COMMUNICATION

1. All communication made to you with regards to your investment/s will be made by EISP.
2. In the event that we receive communication from the companies with whom shares are held, we will forward these communications to EISP.

DATA PROTECTION

1. In accordance with the Data Protection Act 2018 which encompasses the European Union's General Data Protection Regulation (GDPR), we will treat all personal data received as confidential and ensure that it will be secure and used solely for administering your investments. In doing so, we may use external agents, custodians and / or outsourced administrators to provide some of the necessary services and shall ensure that such external agents, custodians or outsourced administrators are also obliged to manage all personal data in accordance with the GDPR.

2. We may carry out money laundering and identify verification checks. This may involve checking the details you supply against those held on databases that may be accessed by a reputable third-party company that carries out checks on our behalf. This includes information from the Electoral Register and fraud prevention agencies. A record of this search will be kept and may be used to help other companies to verify your identity. We may also pass information to other organisations involved in the prevention of fraud. If false or inaccurate information is provided or fraud is suspected, this will be recorded and may be shared with other organisations.
3. Your personal data may also be shared with our regulator, auditors, legal advisers, other financial institutions connected with your investments, authorised agents, third party service providers, authorised law enforcement agencies and local authorities.
4. Personal data will not be passed to any other external parties unless we have explicit permission, or we have a legal obligation to do so.
5. If you provide us with information about other investors, you confirm that they have appointed you to act for them to consent to the processing of their personal data and that you have informed them of our identity and the purposes as (set out above) for which their personal data will be processed.
6. Under the terms of the GDPR, you are entitled to ask for a copy of the information we hold about you – normally without incurring a fee. In addition, if you become aware that any of your personal data is incorrect, please contact EISP who will notify us accordingly.

POLICIES

1. We apply a Conflict of Interest Policy under which conflicts are managed with a view to minimising the risk of detriment to Clients.
2. We have implemented and will maintain a suitable anti-bribery and corruption policy which covers all aspects of our business.
3. The above policies can be provided upon request.

COMPLAINTS

1. In the event of a complaint, you can write to us at Platform One Client Services, Peartree Business Centre, Cobham Road, Wimborne, Dorset, BH21 7PT or contact us by phone on 0345 366 5445.
2. If you complain and your complaint has not reached a satisfactory conclusion, you have the right to refer your complaint to the Financial Ombudsman Services (FOS), by writing to:

The Financial Ombudsman Service, Exchange Tower, London, E14 9SR
Telephone: 0800 023 4567

Further information can be found by visiting www.financial-ombudsman.org.uk.

COMPENSATION

1. If we cannot meet any financial obligations, you may be able to claim compensation from the Financial Services Compensation Scheme (FSCS). The compensation you may receive will be based on the FSCS rules and whether you are eligible to make a claim.
2. More information about the protection provided by the FSCS, including detail on limits and eligibility can be found on the FSCS website (www.fscs.org.uk).

LIABILITY

1. Throughout these Terms and Conditions we have outlined both your own and our own liabilities. In this section we have outlined further relevant clauses in terms of our or your liabilities.
2. We accept no liability the acts or omissions of any third party, including EISP.
3. We do not offer advice of investment, legal matter or tax. You should seek such advice from your Adviser. We are not responsible for any loss resulting from advice you have received or the performance of your investment.
4. You agree to accept full responsibility for all instructions placed via EISP and release us from any liability for executing instructions which you place (this includes any instructions placed by your Adviser or a Discretionary Fund Manager). You acknowledge that all instructions made are at your sole risk. You agree that you will be liable for any tax or other Charges arising from any transactions made through your Account.
5. If you have a Joint Account you will each be responsible for any money owing on your Account, including any fees or legal responsibilities, both individually and jointly. This means that if one of you is unable to repay the money owing, the other individual(s) can be required to pay the amount due in full. Even if your relationship has changed or ended.

6. In no event will we be liable to you or anyone else for any loss in value any investment may suffer, loss of tax benefits howsoever caused, or failure to process any instruction to make an investment or for any failure, interruption or delay in the performance of our obligations, resulting from acts events or circumstances due to events which are outside of our reasonable control (and which do not relate to or arise by reason of fraud, wilful default or negligence of the party seeking to rely on the event) including, without limitation, fire, war or civil unrest, revolution, act of terrorism, flood or other adverse weather conditions, pandemic, any strike or industrial action and/or government regulation but excluding any failure to perform by any sub-contractor and/or agent of any party (except to the extent an event of force majeure affects such sub-contractor or agent), any strike or industrial action of any party's employees and/or any shortage of materials or supplies unless such shortage can be reasonably shown to afflict the entire industry in which the relying party operates for the purposes of these Terms and Conditions.
7. You will be responsible to us and our Nominee for any liability or loss which we or our Nominee may suffer or incur (including taxes for which you are primarily liable and any expenses reasonably and properly incurred) in the proper course of administering your Account, except to the extent arising from any negligence, wilful default or fraud on the part of ourselves or our Nominee.
8. We will only accept electronic messages / written instructions from you via EISP in order to avoid possible disputes of instructions. In the absence of such instructions we will not accept any liability regarding unexecuted or wrongly executed deals.
9. We maintain professional indemnity and fidelity insurance in respect of our activities.

GENERAL

1. We have the right to transfer our rights and obligations under these Terms and Conditions to another organisation in the event of a transfer of our business, provided that such organisation holds the required and appropriate regulatory authorisations.
2. No other person shall have any rights to enforce any of the terms in these Terms and Conditions.
3. You may only transfer your rights or obligations under the Terms and Conditions to another person if we agree to this in writing.