



## ACCOUNT APPLICATION FORM

### Portfolio Management Services for Retail Clients with Third Party Investment Advisers

#### 1. Client Details

Name(s):	
Address:	
Telephone number:	
Email address:	

The person(s) identified above shall be referred to as “you” or “the Client” in this form.

#### 2. Investment Adviser Details

Name:	
Contact person:	
Address:	
Telephone number:	
Email address:	

The investment advisor identified above shall be referred to as the “Intermediary” in this form.

#### 3. Account Application

By signing and returning this form you are applying to become (and if your application is accepted by us, you will become) a client of James Brearley for its discretionary portfolio management and related services, as set out in and provided pursuant to our *Portfolio Management Terms of Business for Retail Clients with Third Party Investment Advisers* (the “**Terms**”).

Any capitalised terms used but not defined in this form shall have the meanings given to such terms in the Terms.

You confirm that you have received a copy of and understand and accept the Terms and the following documents:

- Our Charge Card
- Our Order Execution Policy
- Our Privacy Policy

By signing and returning this form, you intend and understand that you will become a client of James Brearley and have appointed us to provide the services detailed in the Terms. You confirm that you are a UK Tax Resident and have provided your correct National Insurance Number to the Intermediary to pass on to James Brearley. You agree to promptly inform the Intermediary of any changes within 30 days. You are also aware that your information will be shared with UK tax authorities who may pass this information on to other tax authorities.

Should we accept your application, we will notify your Intermediary of such acceptance in writing.



## 4. Money Laundering Regulations

As part of your application, you have been or will be required to provide to us (via your Intermediary or directly if requested by us) information on your identity, documentary verification of your identity and information on the purposes for which you wish to use our Services, amongst other things. These requests are made in order for us to comply with our obligations under the Money Laundering Regulations and other applicable law relating to the prevention of money laundering and counter-terror financing in force in the United Kingdom. You understand that should you fail to provide any such information or documents or if we are unable to satisfactorily conclude our due diligence enquiries on the basis of the information and documents provided, we will be unable to accept you as a client.

Any personal data received from you for the purposes of our compliance with the Money Laundering Regulations will be processed only either for the purposes of preventing money laundering or terrorist financing or where the use of such data is permitted by or under an enactment other than the Money Laundering Regulations or the UK General Data Protection Regulation, and/or where we have otherwise obtained your consent to the proposed use of the data.

## 5. Your Investment Adviser

You confirm that you have appointed the Intermediary identified above as your investment adviser and to represent you and act as your agent on your behalf as described in the Terms. Such authorisation includes (but is not limited to) instructing us as to those of your assets which we are to invest and manage, your Investment Guidelines and changes thereto, and to agree changes to our applicable fees, costs and charges on your behalf from the date hereof.

You confirm that your Intermediary has enquired of you, and you have provided it with information regarding your:

- (a) knowledge and experience in the types of Investments to be included in your Portfolio and investment activities contemplated by the Investment Guidelines.
- (b) financial situation including your ability to bear losses; and
- (c) your investment objectives including your risk tolerance,

and that the Intermediary has subsequently recommended to you the investment and management of your Portfolio by us according to the Investment Guidelines.

You confirm that the list of charges enclosed in the Schedule hereto are payable by you to the Intermediary and that we are to deduct such charges from your accounts with James Brearley and pay them to the Intermediary on your behalf.

## 6. Providing you with Information

You consent to information about us, our services or other information which we are required to provide to you and which is not addressed to you personally, being provided to you by means of a website. Such information will be available at <https://www.jbrearley.co.uk> and in particular at the Downloads page, <https://www.jbrearley.co.uk/individual-investors/downloads/>, and/or at or such other website addresses as we may notify you (directly or via your Intermediary on your behalf) from time to time.

You also consent to the provision of information via email, a PDF document or by any other durable medium that is not paper, and confirm you have regular access to the internet.



# James Brearley

Investment Managers & Stockbrokers  
Established 1919

Member of the London Stock Exchange

Authorised & Regulated by  
the Financial Conduct Authority

## 7. Order Execution Policy

By accepting our Terms you are also providing your acceptance of our Order Execution Policy, amongst other things. In particular, you consent to us executing your orders outside a trading venue.

## 8. Questions Regarding this Application

Should you have questions regarding this form, the Terms or other questions prior to signing and returning the form, please contact your Intermediary.

## 9. Signature

Sole Applicant:

Signed: .....

Name:

Date:

Joint Applicant:

Signed: .....

Name:

Date:



## SCHEDULE

### Intermediary Charges

The charges applied by James Brearley in the provision of its discretionary portfolio management services are as set out in the James Brearley Client Charge Card. Any payments made to an intermediary by James Brearley, under the terms detailed in this schedule, is remuneration due to the intermediary, the terms of which have been agreed between the above named person(s) and the intermediary.

#### Single Payments (e.g. initial charge)

It has been agreed by the above named person(s) that an initial charge of up to \_\_\_\_\_% ( please leave blank if not applicable) can be made from funds or investments held within their discretionary portfolio held at James Brearley. The percentage charge will be calculated on the value of the portfolio on the day the funds or investments are received in the discretionary portfolio at James Brearley.

**Ongoing Payments (e.g. ongoing fees)** In addition to any fee levied by James Brearley, an additional annual fee of:

Ongoing Fee of  % or  Amount (£)  
(Please complete as appropriate or leave blank if not applicable)

The indicated percentage or amount will be charged to the discretionary portfolio at James Brearley and paid to the intermediary. The percentage fees on assets administered by James Brearley will be calculated daily, based on the portfolio value and applied quarterly. Set monetary amounts will only be debited on the instruction of your Intermediary to us on each required occasion. Payments will continue to be made until as requested until you advise us in writing that they should cease. Where any ongoing payment relates to assets not administered by us, we will require evidence of those assets, their value and calculation to support such a payment.