James Brearley

Investment Managers & Stockbrokers
Established 1919

Services, Terms and Conditions

James Brearley
Services, Terms and Conditions

INTRODUCTION

This section is relevant to all clients.

1. The purpose of this document

1.1 This document describes the services we will provide and the Terms and Conditions which apply in relation to any services provided by us. It also sets out your responsibilities and other relevant information.

1.2 This document, together with the relevant Application Form(s), makes up the agreement between us and you in relation to any services provided by us.

1.3 You should read this document carefully before you fill in the Application Form. If you sign and return the Application Form to us, we will deem this as your acceptance of these Terms and Conditions.

1.4 Some key words relevant to these Terms and Conditions are explained below.

We, us, our
James Brearley or a company we own or control. Our Head Office is located at Walpole House, Unit 2, Burton Road, Blackpool FY4 4NW. The details of our regional offices are shown on the back pages of this document.

You, your, yours, yourself, client
The individual, joint account holder or entity named in the Application Form and to whom we provide services under these Terms and Conditions.

Financial Conduct Authority (FCA)
The UK Financial Services Regulator. They can be contacted at: 12 Endeavour Square, London E20 1JN.

1.5 If you have any questions about any aspect of these Terms and Conditions contact your Account Executive or nearest regional office. You can also access our "Jargon Buster" document via the Downloads page of our website where, unless specified or defined elsewhere in these Terms and Conditions, key words used shall have the meaning set out in the "Jargon Buster" document.

2. About James Brearley

2.1 James Brearley was established in 1919 and we have a proud history of providing investment management and stockbroking services to our clients.

2.2 James Brearley is the trading name of James Brearley & Sons Limited, (Company Number: 03705135). We are authorised and regulated by the Financial Conduct Authority (FCA Number: 189219). We are a member of the London Stock Exchange. We are a member of the Personal Investment Management & Financial Advice Association.

2.3 You can find out more information about our company and our people via our website: **www.jbrearley.co.uk**

3. About you

3.1 Under these Terms and Conditions, we will treat you as a retail client (within the meaning of the Financial Conduct Authority's rules). This means that you will benefit from the protections given to retail clients under the UK regulatory system.

3.2 You may ask to be classified differently. However, as this would normally result in a lower level of regulatory protection our policy is to refuse such requests.

3.3 Despite our policy, certain entities (trusts, companies, etc.) may not be able to rely on all of the protections afforded to retail clients (for example, the right to refer a complaint to the Financial Ombudsman Service). You should contact us if you are unsure how this may affect you.

4. Responsibilities

4.1 When providing services to you James Brearley undertakes to act in your best interest at all times. Your general responsibilities under these Terms and Conditions are set out below:

a) You will ensure that at all times you have the power or approval to enter into any transaction or service provided under these Terms and Conditions.

b) You will ensure that you have the authority to pay and receive money and other assets covered by these Terms and Conditions from us and to sign any form supplied by us to you.

c) You will not give us instructions to buy or sell investments unless you are able to settle your liability to us in full on the due date, except where appropriate, where your cancellation and cooling off rights apply.

d) You accept that when using our Investment Management Service or Execution-Only Dealing Service that if we do not have a record of your National Insurance Number or Legal Entity Identifier (LEI) as the case may be, that it may not be possible for us to execute transactions for you. These same requirements extend to any associated party to the account.

e) You will not use our services for any purpose which is against any law.

f) You will ensure that all investments held by us on your behalf or which you ask us to sell are not held to the order of another person (for example, you will ensure they are free of lien, undertaking or a third party claim on title).

g) You will respond promptly to any request we make for information about you and provide us with comprehensive, accurate and factual information.

h) You will inform us immediately of any changes to your correspondence address, e-mail address or personal circumstances.

i) You will keep any security information, username, passwords or system access codes secure. If you become aware that anyone has your password without having your authority to use it, you should inform us as soon as possible.

OUR SERVICES

5. This Section is relevant to all clients

5.1 James Brearley is a specialist investment manager and stockbroker. This means we do not offer general financial planning services (for example, on pensions and life assurance) or legal advice and we are not specialist tax advisers.

5.2 Our expertise and the services we can provide are in relation to investments and specifically those which are stockmarket and stockmarket-based investments.

5.3 Whilst we are specialists in such investments, should you require us to do so, we can provide our services whilst working with your external advisers (such as your accountant or financial adviser)

5.4 Our Investment Management Service comprises of a number of investment strategies based on a broad range of investments deemed suitable for retail clients. We are not bound by any form of agreement with any retail investment product (financial products that are packaged and marketed by a financial institution) provider having access to the whole of the market.

5.5 For the protection of retail clients, there may be other limitations and restrictions imposed by the Financial Conduct Authority which may reduce our ability to deal in certain investments for you. Some of these are described elsewhere in these Terms and Conditions.

5.6 The price and value of investments and the income you receive from them can fall as well as rise. You may get back less than you invested or you may get back nothing at all. You should think carefully before investing, whether such investments are right for you and whether or not you can afford to invest. To assist you with this we recommend all clients intending to utilize our Investment Management Service read our Investment Risk & How it is Managed document. We also recommend all Execution-Only Dealing Service clients read our Investment Risk Guide (both available on the Downloads page of our website).

6. Choosing the right service

6.1 It is important that you understand the nature and scope of the services that we can provide so that you opt for the service ,which is right for you. A brief summary of our services are set out below. Your Account Executive can guide you through the various services offered, the key features of which are summarised below:

Investment Management Service
If you opt for our Investment Management Service, we will manage your portfolio of investments and will make changes to the portfolio, buying and selling investments at our discretion, without prior reference to you.

Before we commence managing your portfolio under our Investment Management Service, we will make a detailed analysis of your personal circumstances, investment aims and attitude to risk and agree a portfolio management mandate with you. The mandate is your instruction to us and you can specify restrictions (for example, on what investments we can buy or sell). We will monitor your portfolio on an ongoing basis and we will be responsible for making sure that the investments held and the composition of the portfolio (the asset allocation) is suitable for the mandate you have given us.

Once we commence managing your portfolio, unless otherwise agreed with you we will provide you with information about our investment decisions (i.e. what we have bought and sold). We will provide you with regular reports and valuations (every three months).

Execution-Only Dealing Service
The firm's Execution-Only Dealing Service is designed for investors who wish to make their own investment decisions, choosing from a wide range of investment instruments.

To assist clients utilising our Execution-Only Dealing Service we have constructed an Investment Risk Guide document (available on the Downloads page of our website). If you opt for our Execution-Only Dealing Service, we will buy or sell investments on your specific instruction. We will not make any recommendations to you or offer any opinion as to the suitability or merits of any transaction or course of action. You will retain all responsibility for the suitability of any investment purchased or held.

Our Execution-Only Dealing Service may be provided via the telephone or via our dedicated internet dealing service. The relevant sections of these Terms and Conditions apply to our Execution-Only Dealing Service no matter how this service is provided to you.

Custody Service
To optimise the operating efficiencies of the above services, our Custody Service allows you to pass responsibility for looking after your investments to us, keeping them safe and secure.

In summary, our Custody Service is a facility whereby an investment, instead of being registered in your own name, is registered and held on your behalf by one of our nominee companies. This arrangement allows James Brearley to take care of the necessary dealing and administration associated with your investments whilst reducing the paperwork you will have to deal with.

Our Custody Service is described in greater detail elsewhere in these Terms and Conditions (see sections 37 to 45).

Please note that use of our Custody Service is compulsory for both our Investment Management Service and Execution-Only Dealing Service.

INVESTMENT MANAGEMENT SERVICE

This section is only of relevance to clients opting to use our Investment Management Service.

7. Suitability

7.1 When we make discretionary decisions on your behalf, we will make sure that whatever we do is suitable for you.

7.2 We will take all reasonable steps to ensure suitability. We will obtain from you and take the necessary steps to understand all of the essential facts about you so that we can ensure that your portfolio is suitable at all times. We will ensure that:

a) The portfolio meets your investment aim and attitude to risk.

b) The portfolio is such that you are financially able to bear any investment related risks consistent with your investment aim.

c) You have the knowledge and experience in order to understand the risks associated with your portfolio.

7.3 You should therefore fill in our Application Form and provide all the information we ask for. Your Account Executive may contact you to discuss the information you provide and we will rely on what you tell us. If you do not give us sufficient information, this may make it difficult to assess the suitability of your portfolio and our ability to offer our Investment Management Service.

7.4 You should tell us if any information we have is wrong. You should tell us if your circumstances change. We shall be entitled to rely on the information you have provided and we have recorded. We will write to you on an annual basis to ask you to confirm that information relating to the ongoing suitability of your investment portfolio remains accurate. If you do not respond promptly to this request, it may be necessary to terminate the service.

8. Third party sourced research

8.1 From time to time we may receive research from a third party on investments held or being considered for inclusion in portfolios under our management. Where such research carries a charge, this will be incurred by us.

9. The risk of investing (Investment Risk)

9.1 All investments carry a degree of risk that you will receive back less than you expected either as income or when you sell.

9.2 Some causes of Investment Risk are: general market fluctuations, industry-specific market fluctuations, trends in interest rates and foreign exchange rates, company specific factors, supply and demand and market sentiment. Higher Risk is usually associated with the potential for higher long-term rates of return albeit with a higher risk of loss.

9.3 So that we can ensure our discretionary decisions are in line with your willingness and ability to accept investment risk, we have established three broad risk categories, based on the investments that we are prepared to use within our investment management service. These will form the basis of your and our understanding of investment risk. These are listed below whilst a more detailed description of each asset type is available in our Investment Risk & How it is Managed document (available on the Downloads page of our website). If you are unsure as to which level of risk is appropriate for you, you should contact your Account Executive.

Lower Risk Investments
Fixed interest Investments to include British Government Securities, Corporate Bonds, Structured Products, Cash and all Open and Closed-ended funds investing predominantly in these investments.

Medium Risk Investments
Commercial Property Funds, Infrastructure Funds, Fund of Hedge Funds, Shares issued by a company included in the FTSE 350 Index, US Shares included in the Standard & Poors (S&P) 500 Index, European Shares included in the FTSE Eurotop 300 Index, Japanese shares included in the Nikkei 225 Index and all Open and Closed-ended funds predominantly investing in either medium risk or a mixture of medium and lower risk investments (as set out in these Terms and Conditions).

Higher Risk Investments
Other Quoted UK shares, shares listed on the Alternative Investment Market (AIM) and other Open and Closed-ended funds.

9.4 A portfolio under our Investment Management Service may contain investments from each risk category. In indicating the risk category in the Application Form, you accept we will manage your portfolio so that the investments forming the overall content are weighted towards the risk category specified and in line with the general rules set out below

A Lower Risk Portfolio
This will comprise at least 40% of lower risk investments and no more than 15% of higher risk investments.

A Medium Risk Portfolio
This may contain lower and medium risk investments and will consist of no more than 15% of higher risk investments.

A Higher Risk Portfolio
This may contain higher, medium and lower risk investments.

9.5 The above categories and definitions are not a common standard across the financial services industry and other firms and managers may use other categories and definitions. However, in providing any service under these Terms and Conditions, James Brearley will recognise only the above definitions. You or anyone acting for you should therefore ensure that this is consistent with your understanding.

10. Capacity for Loss

A key element in determining the content of your portfolio is what amount of capital you could afford to lose without this adversely affecting your standard of living. It follows that the greater the proportion of your investment capital you can afford to lose, the higher the level of risk you can take.

11. Expectation of Total Return

By stating your expected rate of return, there is no guarantee it will be achieved however by providing us with this information it will allow us to assess how achievable such a return is relative to the level of risk you are prepared to take. It may well be that to achieve your objectives you will need to take greater risk. Alternatively, it may be possible to achieve your targeted level of total return by taking less risk.

12. Percentage of Liquid Assets

Understanding what proportion of your total liquid assets your investment portfolio under our management represents will assist us in determining the level of risk you can afford to take. If your portfolio under our management represents a large proportion of your liquid assets then we believe you can afford to take less risk and vice versa.

13. Your investment aim

Establishing your investment aim is important as it allows us to determine what you are seeking to achieve from your portfolio. We can then ensure that our discretionary decisions are suitable. James Brearley considers that there are three broad categories of investor: those who are investing for capital growth, those who are investing for income and those who are investing for a mixture of capital growth and income. These are set out in more detail below:

Investing for Capital Growth
The objective is to achieve an increase in the capital (or sum) invested. This will happen if the prices of the investments increase and if dividends are reinvested.

If you specify an aim of Capital Growth, the level of income generated will not be considered as a significant factor when managing a portfolio for you.

Investing for Income
The objective is to achieve a desired level of income. This will happen if the portfolio comprises investments which produce income.

If you specify an aim of income, the level of capital growth will not be considered as a significant factor when managing a portfolio for you. When investing for income it is not always possible to ensure that the real value of the investment or portfolio is maintained. For example, due to the effects of inflation and other factors (such as a desire to receive a fixed amount of income which is greater than the income return from a portfolio), the capital value of the portfolio may be worth less in real terms as time goes on.

Investing for a Mix of Income and Growth
The objective is to achieve a return which is balanced between capital growth and income. It is unlikely that the income from such portfolios will be as high as that which could be achieved if you were to specify aims of income.

Similarly, the capital growth is likely to be lower than that achieved if you were investing with a main aim of achieving capital growth.

14. Time Horizons and Commitments

14.1 An important factor affecting how we manage your investments is how long you wish your capital to remain invested. Certain

investments may only produce their best returns if held for a specific period or until a specified redemption (or pay out) date. Other investments may not be suitable for you if you require early access to your money. If you provide us with a specific date for your time horizon we will manage your portfolio with this in mind. Should you elect to provide us with a rolling time horizon period (for example 3-5 years from the present date), we will roll this period forward from the initial date at quarterly intervals until advised by you not to do so.

14.2 It is also important that you let us know about any regular financial commitments you have or will have in the future, especially if you need income from your investments in order to meet these commitments.

15. Taxation

15.1 James Brearley are not specialist tax advisers. However, we will, when managing your portfolio consider whether there are any constraints or advantages available because of your personal tax situation.

15.2 We will, for example, (with the exception of our AIM and Structured Product Portfolio strategies) take account of whether you may be liable to pay Capital Gains Tax. We will be unable to do this if you do not tell us whether or not we have your authority to exceed your Capital Gains Tax Allowance. In respect of our AIM and Structured Product Portfolio strategies, we will not take into account an individual's situation in respect of Capital Gains Tax. This may result in a Capital Gains Tax liability in respect of assets held outside an ISA wrapper. James Brearley cannot be held responsible for any Capital Gains Tax liability that may arise from investments in these strategies.

15.3 Please note, whilst we will endeavour to ensure that your wishes regarding any tax constraints are taken into account when managing your portfolio, there may be events which are outside our control (for example, a takeover of a stock held in your portfolio) which crystalises a capital gain or other tax liability. We shall not be liable for any tax liability you incur in such circumstances.

15.4 In respect of our AIM Portfolio strategy, it is composed of instruments that we believe benefit from Business Property Relief in respect of Inheritance Tax if held for 2 or more years. From April 2026, qualifying investments will attract 50% relief on the underlying rate of Inheritance Tax. The information given is based on our understanding of the tax rules. The tax rules may change in future and James Brearley is not a specialist tax adviser.

16. Limits and Restrictions

16.1 As well as establishing what you want from your portfolio, we also need to know if there is anything that you do not want us to invest in. For example:

a) Companies which you do not want to purchase (for example, those involved in arms manufacture, tobacco or alcohol).

b) Investments which you do not want to sell (for example, for sentimental or taxation reasons).

c) Restrictions you wish to apply to the types of investment (for example, you wish to invest in shares only).

16.2 Please note that whilst we will always do our best to ensure that we do not breach any restriction you specify, if your portfolio contains funds, we have no control over the underlying investment portfolio of that fund. This means that the fund could purchase an investment which would be in breach of the restriction you specified. Please let us know if you wish to avoid such funds in view of this.

16.3 Unless you tell us about any restrictions you wish to apply, we will assume that there are no restrictions. This means that if you opt for our Investment Management Service, we will invest in any of the investments listed in section 5.4 on your behalf.

17. Your knowledge and experience

17.1 When considering which of our investment strategies is most suitable for you, consideration will be given to your knowledge and experience in investing. You should tell us about any information you believe is relevant, for example, if you have worked in financial services or a similar profession or if you have previously held an investment portfolio be it on a managed basis or otherwise.

17.2 Where James Brearley has an obligation to assess suitability and the account is a joint account, operated by a third party or under a power of attorney, a corporate account, a trust or similar, the information provided should be in respect of the person who will deal with us or who will be responsible for receiving correspondence and our recommendations. This person should complete the relevant section of the Application Form and we will take their knowledge and experience into account when assessing suitability.

18. Reporting to you

18.1 Within 30 days of the commencement of an Agreement we will send you an initial statement of the market value and composition of your portfolio.

18.2 Every three months we will provide you with comprehensive information about your portfolio, including a valuation showing the market values at the date of the report. We will also provide you with a report on the performance of your portfolio together with other useful information.

18.3 You may request a valuation on a more frequent basis, however we may apply a charge for the production of such reports (£25 each).

19. Reporting Performance – How we will use benchmarks

19.1 A benchmark is a standard against which the performance of your portfolio can be measured. If you opt for our Investment Management Service, your Account Executive will agree an appropriate benchmark with you.

19.2 James Brearley will use the agreed benchmark as a comparison when commenting on the performance of your portfolio.

19.3 In the financial services industry, it is common for a broad index to be used. An index is a statistical measure of change in a financial market and can be thought of as an imaginary portfolio of securities representing a particular market. It is also common for comparisons to be made between similar portfolios.

19.4 Your portfolio will not necessarily reflect the composition of the benchmark that is used but when evaluating the performance of your portfolio, it is important to compare it against a benchmark which most closely reflects the portfolio.

19.5 Below are descriptions of seven industry standard indices which James Brearley will use as benchmarks. We can agree to compare performance against another or a bespoke benchmark agreed with you. However, we will always compare your portfolio against one of the seven benchmarks listed.

Cboe Index
This index is relevant for portfolios which are primarily invested in UK shares.

Cboe All Companies Index - this is a relevant benchmark for a portfolio where at least 90% of the portfolio value is made up of UK shares.

The Personal Investment Management & Financial Advice Association Indices (Morningstar PIMFA).

These indices are relevant for portfolios which are made up of a mixture of cash, fixed interest investments, UK shares and overseas shares. Information on the composition of each of the Personal Investment Management & Financial Advice Association (PIMFA) indices is available from your Account Executive. You can also find out more information from http://www.pimfa.co.uk/private- investor-indices/.

Morningstar PIMFA Private Investor Conservative Portfolio Index - this is a relevant benchmark for a portfolio designed to achieve either capital growth or income where at least 60% of the portfolio is invested in lower risk investments.

Morningstar PIMFA Private Investor Income Portfolio Index - this is a relevant benchmark for a portfolio designed to provide income where capital growth considerations are less important. The income return from this kind of portfolio may be expected to exceed 3.5%.

Morningstar PIMFA Private Investor Balanced Portfolio Index - this is a relevant benchmark for a portfolio designed to provide a mixture of capital growth and income. The income return from this kind of portfolio may be expected to be 2.5% to 3.5%.

Morningstar PIMFA Private Investor Growth Portfolio Index - this is a relevant benchmark for a portfolio designed to provide capital growth where income considerations are less important. The income return from this kind of portfolio may be expected to be less than 2.5%.

Morningstar PIMFA Private Investor Global Growth Portfolio Index - this is a relevant benchmark for a portfolio designed to achieve capital growth from a portfolio of UK and overseas equities (shares).

Deutsche Numis Alternative Markets Index - the Numis Alternative Markets index tracks the long term performance of widely used UK markets other than the UK main list. Currently this index therefore provides a track of the AIM market. The index is therefore widely used to benchmark funds and portfolios invested in AIM.

19.6 We may decide to use different benchmarks in future and we will tell you if we decide to do so.

20. Our discretionary decisions

20.1 We will inform you promptly when we have carried out a transaction for you.

21. Reporting portfolio performance

21.1 We will periodically report to you on the performance of your portfolio (typically every three months) and will provide you with information on the movement in the agreed benchmark over the same period.

EXECUTION-ONLY DEALING SERVICE

22 Investments we can make available for you to invest in

22.1 Unless you specify any restrictions to other provisions of these Terms and Conditions, we can provide dealing and custody services in respect of some or all of the following investments:-

a) Equities (Shares) for both UK and foreign companies.

b) Sovereign Debt and UK Government Stock (Gilts).

c) Open and Closed-ended funds defined as appropriate for retail investors (i.e. Unit Trusts and OEICs- see our "Jargon Buster" document which is available on the Downloads page of our website).

d) Investments which are similar or related to any of (a) to (c) (for example, certain Retail Investment Products as detailed below in section 22.2).

22.2 Retail Investment Products are financial products that are packaged and marketed by a financial institution. As we are a specialist investment manager and stockbroker, we have chosen to focus our expertise on certain types of Retail Investment Product (we do not offer pension and life products).

23. Reporting to you

23.1 We will provide you with a quarterly valuation of the investments we hold on your behalf in our Custody Service.

23.2 You may request a valuation on a more frequent basis, however we may apply a charge for the production of such reports (£25 each).

24. Initial Public Offers (IPOs)

24.1 We will accept an instruction from you to apply for shares or units in an IPO which we have chosen to participate in.

24.2 When you give us an instruction to apply for shares or units in an IPO, you authorise us to apply as agent, on your behalf, for shares or units in that IPO.

24.3 Please note, we will not be obligated to act as agent in every IPO and may refuse to accept an instruction from you for any reason.

24.4 By giving us an instruction to apply for shares or units in an IPO, you confirm that you have read and understood the terms of the offer prospectus and any supplementary information relating to the offer and giving the instruction for us to apply on the basis of this information.

24.5 You authorise us to give on your behalf, any warranties as set out in the offer prospectus and any supplementary information relating to the offer. Such warranties may include your eligibility to participate in the IPO. Please note, we shall not be obliged to verify or otherwise check your eligibility to participate in the IPO and you are responsible for ensuring your eligibility before giving us an instruction to apply for shares or units.

24.6 By instructing us to apply, you confirm that you are not and will not be acting for any persons located in any jurisdictions from which applications are prohibited in the offer prospectus.

24.7 We will not be liable if the company does not accept the application to apply for shares or units in the IPO.

24.8 Once we have made our application we will be unable to cancel your instruction.

24.9 The allocation of shares or units to each application will be dependent on market demand. Oversubscription may mean applications may not be fulfilled and/or may be scaled back. A lack of demand may mean the company does not proceed with the IPO.

24.10 We will not be liable for any loss of opportunity as a result of any scaling back or any decision by the company not to proceed with the IPO. The terms of any allocation or scaling; back will be set by the company and our normal aggregation and allocation policies may not be applied.

24.11 Depending on the terms relating to a particular IPO, it may be necessary for us to process applications in your own name or our Custody Service, in different ways. Where it is permitted and you make more than one application (for example, in your ISA and in your own name), the amount of shares or units you receive from each application may differ even if you instruct us to apply for the same amount of shares or units in each application.

24.12 Except where we are managing your portfolio under the terms of our Investment Management Service, you accept responsibility for assessing the suitability of the IPO for your circumstances.

25. Fees & Charges

25.1 Whether you opt for our Investment Management Service or Execution-Only Dealing Service, we will provide you with a projection of the effect fees and charges will have on the returns you may receive.

25.2 The fees and charges illustration will clearly state those associated with our service and those applied at a product level.

25.3 A more detailed breakdown of our calculations will be available upon request.

25.4 On an annual basis we will provide you with a summary of the actual fees and charges that you have incurred at a service and product level over the previous 12 month period.

26. Using tax-efficient "wrappers"

26.1 By "wrappers" we mean investment structures in which investors are able to hold investments sheltered from payment of tax. For example, Individual Savings Accounts (ISAs) and Junior Individual Savings Accounts (JISAs).

26.2 James Brearley is approved by the HM Revenue and Customs (HMRC) as an ISA manager. In this capacity we will administer an ISA in accordance with the Individual Savings Account Regulations 1998 ('the Regulations'), or as subsequently amended. In the case of an inconsistency between these Terms and Conditions and the provisions of the Regulations, the provisions of the Regulations will prevail. Failure to meet the obligations under the Regulations may cause the ISA to be void or need to be remedied by repair. Any such liability arising from the ISA being void or repaired will be borne by you. To the extent that the Regulations permit, we can make investments for you within an ISA or JISA. Not all investments are permitted to be held in an ISA or JISA.

26.3 Should you wish to establish a James Brearley ISA or JISA (either by a new application or by transferring an existing ISA or JISA to us) you should contact your Account Executive who will provide you with the necessary information and Application Forms.

26.4 The investments within an ISA account can be managed for you in our Investment Management Service. If you wish to make your own investment decisions you may select our Execution-Only Dealing Service.

26.5 Subscriptions into the ISA must be in cash with the exception of stock arising from approved employee savings related share option or profit sharing schemes which may be transferred into the ISA in accordance with the Regulations.

26.6 During a requested cash transfer of an existing ISA from one ISA Manager to James Brearley, funds will not be invested in the stockmarket. We do not accept any responsibility for any potential or actual loss that you may claim has occurred in such circumstances.

26.7 Similarly, should you wish to invest in other "wrappers" such as a pension scheme (for example, a Self-Invested Personal Pension Scheme (SIPP)) it may be possible for us to manage or deal in the investments held by the pension scheme.

26.8 Additional Terms and Conditions relating to ISAs, JISAs and SIPP accounts, are included in their respective Application Forms.

27. Online Valuation Service

27.1 Whether you utilize either the Investment Management Service or Execution-Only Dealing Service you will be provided with a unique username and password to allow you to view your portfolio via our website www.jbrearley.co.uk. This facility provides the opportunity to view an up-to-date valuation of your portfolio, a history of all transactions, a statement of how much cash is held, capital gains tax reports for the current and previous fiscal year and the ability to view historical valuations of the portfolio as at the close of play on any business day. You will be responsible for keeping your username and password secure. We reserve the right to terminate your access to this online facility or any portion of it at our sole discretion, without prior reference to you.

27.2 You will also be able to access a copy of all confirmation notes via the secure mail facility, along with our quarter end valuations, the annual tax report and corporate action notifications as and when they arise.

EXECUTION AND DEALING

This section is relevant to all clients opting to use our Investment Management Service or Execution-Only Dealing Service.

28. General Dealing

28.1 When acting for you in the execution of your order, we will act as your agent in transacting with execution venues. James Brearley does not act as a dealer or market maker, in other words we will not sell or buy investments to/from you from an inventory of our own assets.

28.2 Our Order Execution Policy which is available on the Downloads page of our website applies when we execute orders in financial instruments on your behalf. It specifies:

a) Our strategy for obtaining the best possible outcome for the execution of your orders.

b) The importance we place on the execution factors and how they affect our choice of execution venue.

c) The execution venues we use.

28.3 *Execution Factors.*

In providing you with best execution, we will take into account a range of execution factors, including:

a) Price and associated costs (total consideration).

b) Speed of execution.

c) Likelihood of execution and settlement.

d) Size of the Order.

e) The nature of the Order and any other relevant considerations.

In determining the relative importance of these factors, we will use our judgement and experience with due consideration given to the following criteria:

a) Your regulatory client classification as a retail client.

b) The characteristics of the financial instrument the Order relates to.

c) The characteristics of the Order.

d) The characteristics of the execution venues on which the deal can be executed.

Our provision of best execution to you will be determined primarily in terms of total cost, which is comprised of the price of the Investment we are buying or selling for you and costs incurred in executing the Order (including but not limited to costs and charges payable to/for execution venues, clearing and settlement and any other relevant third parties).

28.4 *Execution Venues.*

An 'execution venue' means the person or place with or where we execute an Order for a client. Execution venues means Trading Venues (consisting of regulated markets, multilateral trading facilities and organised trading facilities), dealers and market makers (some of which are designated as 'systematic internalisers'), other liquidity providers and firms outside the European Economic Area which provide similar services. In selecting the most appropriate venues for the purpose of executing your instructions to buy or sell Investments, we will take into account the relevant factors required to deliver the best possible results on a consistent basis. We consider the price as being the most important factor. Other factors include:

a) Available liquidity and cost.

b) Availability and market reputation of execution venues.

c) Comparability.

d) Consolidation of data related to execution quality by various execution venues.

e) Such other factors as may be appropriate, including the ability of the venue to manage complicated instructions to buy or sell investments, the speed of execution and the quality of any related clearing and settlement facilities.

29. Consent

29.1 The first time you instruct us to buy or sell investments or complete and sign the Application Form, we will consider this as your acceptance of the terms set out in our Order Execution Policy.

30. Monitoring and review

30.1 Each year our policy for ensuring 'best execution' will be formally reviewed to ensure it remains effective in terms of achieving 'best execution' for our clients and also that it is being correctly implemented across the firm. We will let you know about any significant changes to our Order Execution Policy.

30.2 We will also monitor our effectiveness in achieving 'best execution' on a regular basis in order to identify and where necessary correct any deficiencies. This will include monitoring the execution venues to determine whether they provide the best possible result in terms of price on a consistent basis. Upon request, we will produce the monitoring analysis we undertake for any transaction executed on a trading venue by us, on your behalf.

30.3 We do not permit short selling (such as the selling of shares which you do not own, or have borrowed, where you intend to buy them back at a later date). Where we are aware of short selling we reserve the right to close out the position. We shall not be responsible for any outstanding balance.

31. Confirmation notes

31.1 After your instruction to buy or sell investments has been carried out for you, we will issue to you a confirmation note setting out the essential details. The confirmation note will show, amongst other things, the amount that you will receive or the amount due by the settlement date.

You should check carefully to ensure that the information contained in the confirmation note is correct and inform us immediately if it is not.

31.2 Other than for units in an Open-ended fund, a confirmation note detailing all the relevant characteristics of the executed instruction will be issued to you no later than the first business day following execution. For units in an Open-ended Fund, a confirmation note will be issued within 24 hours of our receipt of the confirmation from the relevant fund group.

31.3 Confirmation notes will be issued to you electronically (to the online mail repository system), however if we do not have an email address for you we will issue a hard copy by post.

31.4 Where we have issued your confirmation note by post, we are unable to guarantee that it will be received by you (for example, if it is lost in the postal system).

31.5 You should retain all confirmation notes for taxation purposes. Should you require an additional or replacement, please contact your Account Executive. We may make a charge for a replacement (£1 per copy).

ONLINE DEALING SERVICE

This section is relevant to all clients opting to use our Execution-Only Dealing Service who wish to submit their instructions to buy or sell investments to us using our online dealing facility.

32. Online Dealing General Terms of Use

32.1 If you use our online dealing facility you acknowledge and agree to be bound by the following general terms:

a) You agree to use the online dealing facility for legitimate purposes only. In the event of actual or suspect improper use of the online dealing facility by you (for example, behaviour leading to a breach of accepted market etiquette, market abuse or insider dealing), we may withdraw or suspend your access to the online dealing facility without prior warning and with immediate effect. In such cases, we shall not be liable for any losses or loss of opportunity incurred as a result of our actions.

b) Our aim is to ensure that the online dealing facility is available for your use and access will normally be 24 hours a day. However, on occasion there may be disruptions to the service to allow us to carry out necessary system upgrades and site maintenance. We will endeavour to carry out all necessary system upgrades and site maintenance outside of normal trading hours, but in exceptional circumstances, there may be occasions during normal trading hours where the site is unavailable.

c) We will not be liable for any disruption or suspension of the service caused by circumstances beyond our reasonable control.

d) Whilst we will endeavour to inform you of any necessary system maintenance or any disruption or suspension of the service, we shall not be obliged to do so and you should contact our helpdesk if you are unable to access the online dealing facility.

33. Helpdesk Hours

33.1 The helpdesk for our online dealing facility is normally available between the hours of 08:00 and 17:00 each business day. However, on occasion it may be necessary for us to vary these hours (for example, due to early closure of the London Stock Market, for staff training, emergency telephone system maintenance, etc).

33.2 Wherever possible, we shall endeavour to inform you in advance of any changes in the operating hours of our helpdesk but we shall be under no obligation to do so.

34. Online Dealing

34.1 The terms of our Order Execution Policy also apply to instructions to buy or sell investments which you have submitted via our online dealing facility.

34.2 When submitting an instruction to buy shares via our online dealing facility you are required to have sufficient funds to cover the cost of the investments you buy. When submitting an instruction to sell investments via our online dealing facility you will be required to hold sufficient shares or units in our Custody Service.

34.3 Whilst you can enter instructions to buy or sell investments at any time the online dealing facility is available, stockmarket based investments can only be bought or sold during stockmarket hours (usually 08:00 to 16:30 for the London Stock Exchange).

34.4 In the case of Open-ended Funds these can only be bought or sold at the next dealing point (typically such funds are dealt once each business day at 12 noon).

34.5 When you give us an online instruction to buy or sell investments outside of the market hours where such dealing takes place, your instruction will be held and processed at the next opportunity.

34.6 When you submit an instruction to buy or sell investments via our online dealing facility, you are responsible for ensuring the accuracy of the instruction you have given to us. You should carefully check all the details of your instruction as once this is submitted to us it is unlikely that we will be able to cancel any purchase or sale.

34.7 You can submit different types of instructions online to buy or sell investments including instructions to:

a) Buy a specific quantity of shares or units.

b) Invest an amount of money.

c) Sell a specific quantity of shares or units.

d) Raise an amount of money.

34.8 In each case, a summary will be displayed and you will have the opportunity to amend the instruction before you submit it for execution. If you submit an instruction which is incorrect, we shall not be responsible for any losses or loss of opportunity you incur.

34.9 When you submit an instruction to buy or sell an investment this will automatically be reflected in your Portfolio page with an amount of cash or the investment holding ring, fenced to account for it.

34.10 Once the purchase or sale of investments has been completed, your Portfolio page will change to reflect the new or revised position. You can view the purchases and sales you have done in your Stock History.

34.11 We will also provide confirmation notes as set out in section 31.

34.12 If you wish to buy or sell an investment which is not available on the online dealing system, please contact the helpdesk who will investigate whether or not it is possible for us to deal in this for you.

35. Broadridge Fund Solution

35.1 By using our online dealing facility, you will automatically be able to access the Broadridge Fund Solution which provides information and research regarding certain Open and Closed Ended Funds.

35.2 Such information includes Key Features Documents, Key Investor Information Documents (where available) and any specific arrangements we have in place with the fund management group regarding discounts from the normal fund charges. Please note that the fund management group may change or vary these charges without notice being issued to you.

35.3 We shall endeavour to ensure all such information is kept up-to-date. However, we cannot guarantee to do so and we do not accept any liability if you suffer higher costs as a result in changes in the terms offered by the fund management group. Any changes made by the fund management group are beyond our control.

36. Instructions to buy or sell investments at a limit submitted via the online dealing facility

This section should be read in conjunction with section 28.

36.1 The Limits facility provides you with the ability to give us instructions to buy or sell investments but only when a particular price can be attained. The facility usually operates from 08:00 to 16:30 each business day.

36.2 You may give us the following types of instruction to buy or sell at a limit via the online dealing facility:

a) General Limits -you may instruct us to buy or sell investments at a specified limit price. A buy limit will "trigger" if the offer price of the investment is the same or below that of the limit price specified by you. In the case of a sale, the limit will "trigger" if the bid price of the investment is the same or higher than that of the limit price specified by you.

b) Stop Loss Limits - this facility provides you with the ability to specify a sale limit on an existing investment which will only "trigger" if the bid price of the investment falls below the limit specified by you. In certain circumstances, a share price may open significantly below a stop loss limit, or the price may fall so quickly that it is not possible to sell at a price near to the stop loss limit specified by you. However, we also offer a facility for you to specify a second price, which is the lowest level that you are prepared to sell your investment. Examples are shown below for illustrative purposes.

Upper Limit sell price per share	Lower Limit sell price per share	Stop Loss Limit Outcomes
150p	0p	Would Sell at any price below 150p
150p	120p	Would Sell at any price below 150p down to 120p but not below 120p

36.3 Any instructions to buy or sell investments at a limit must be placed with an expiry date. We will usually issue a notification to remind you that a Limit is due to expire, three days before its expiry date. We shall not, however, be liable for any consequences or loss of opportunity arising from any failure to send such emails or from them not being received by you.

36.4 At all times it remains your responsibility to regularly review the instructions you have given to buy or sell investments at a limit and compare these to the cash and stock positions on your account to ensure the instructions remain valid. It will not be possible to execute such instructions if you do not have sufficient cash on your account to pay for a purchase, or sufficient stock to satisfy a sale. At times where an instruction to buy or sell investments at a limit is forwarded to the Helpdesk for execution, we accept no responsibility for checking that sufficient funds are in place to meet the total cost of the transaction.

36.5 It is your responsibility to monitor corporate actions which may well affect the price on which you may have specified in your instruction to buy or sell investments at a limit and/ or the number of shares you hold. You are responsible for monitoring your instructions to buy or sell investments at a limit to ensure they remain appropriate. It may be in your interests to specify a relatively short period of time i.e. no longer than a five day period, to reduce the scope for such issues to arise.

36.6 Our "Limit Minder" system continually monitors share prices and will attempt to execute your instruction to buy or sell at a limit at the point the prevailing market price satisfies the price conditions set in your instruction. Once the system identifies that the shares are trading at an appropriate price, a price request is made and if the quote satisfies the limit you have set, the system will attempt to execute the instruction. However, if your instruction to buy or sell at a limit is in excess of the quantity of shares available to trade at the limit price, the instruction will be unsuccessful.

CUSTODY SERVICE: HOW WE HOLD YOUR INVESTMENTS

This section is relevant to all clients.

37. What is our Custody Service?

37.1 Our Custody Service is a facility whereby an investment, instead of being registered in your own name, is registered and held on your behalf by one of our nominee companies. This arrangement allows James Brearley to take care of the necessary dealing and administration associated with your investments whilst reducing the paperwork you will have to deal with.

38. Important terminology

38.1 Before we set out the details of our Custody Service, it is important that you understand some important terminology relating to how your investments may be held.

a) The registrar for a company is the person or institution that is responsible for keeping records of the company's shareholders and bond holders. Usually, if you are the owner of a share or a bond in a company, you will be recorded by the registrar as the registered owner of the shares or bonds you own. You will typically receive a certificate or other similar document which confirms your entitlement. These are sometimes referred to as "certificated" or "registrable" investments.

b) Dematerialised investments are those that can be held without evidence of ownership in the form of a certificate or similar document. Instead ownership is usually recorded electronically. Shareholders usually receive regular paper statements of their investments (which are not dissimilar to bank statements).

c) A custodian is a financial institution that has the legal responsibility for holding and looking after a customer's investments, both those which are certificated and those which are dematerialised.

d) A nominee company is one which is formed to hold and administer shares and other assets as a custodian (registered owner) on behalf of an actual owner (or beneficial owner) under a custodial agreement which defines the precise nature of the arrangement.

e) Crest is a dematerialised depository and settlement service for the United Kingdom and Republic of lreland, operated by Euroclear (UK & Ireland).

39. How your investments will be held

39.1 Your investments will wherever possible be held in our Euroclear Crest Account, registered to our nominee company James Brearley Crest Nominees limited. Where your investments cannot be held in Euroclear Crest, they will be registered in certificated or dematerialised form in the name of another of our nominee companies, Walpole St Andrew Nominees Ltd or another third party custodian to the extent this is permitted by the Financial Conduct Authority's rules.

39.2 When held in our Euroclear Crest Account, your investments will be held in an 'omnibus client segregated' account, unless you request in writing a wish for them to be held in an 'individual client segregation' account. We reserve the right to apply an additional charge should you wish to hold your investments in an individual client segregated account (£1,000 per annum) to cover the additional administration this structure creates. We also reserve the right to reject your request. The main benefit of 'individual client segregation' is that your investments are held in a separate account at Crest designated to you which may lead to a prompter distribution of them, in the event of James Brearley falling into administration.

39.3 We will be responsible for the actions of any nominee company controlled by us or by a company associated with us to the same extent as we are responsible for the actions of James Brearley.

39.4 Your investments will be held in dematerialised form wherever possible (as an electronic entry on a register, rather than in the form of a physical share certificate)

39.5 Our nominee company will be the legal owner of your investments but at all times, you will remain their beneficial owner.

40. Use of third party custodians

40.1 Where we use a third party as a custodian we will ensure that this is permitted by the Financial Conduct Authority Rules. We will exercise all due skill, care and diligence in the selection of that third party custodian. Where we have done so, we will not be liable to you for any losses or consequential loss due to the default of that third party custodian.

41. Overseas investments

41.1 Overseas investments may be subject to different settlement, legal and regulatory requirements than those which apply within the United Kingdom.

42. Pooling

42.1 Investments which are registered or recorded in the name of our nominee company will be held in an 'omnibus account' and will be pooled with those of one or more of our clients. This means that your individual entitlements may not be identifiable by separate certificates, other documents or a equivalent electronic record.

42.2 In the event of a default by us, our nominee company or a third party custodian responsible for the pooled investments, if there is a shortfall in the assets held (i.e. the amount available is less than is expected or due), you may share in that shortfall in proportion to your original share of the assets in the pool.

43. Corporate actions

43.1 Corporate actions are anything that a company does that has a direct impact on shareholdings or that involves payments to or from shareholders. Examples of corporate actions include takeovers, rights issues, scrip issues, splits, consolidations, demergers and dividend payments. These corporate actions are further explained in our "Jargon Buster" document which can be accessed via the Downloads page of our website.

43.2 We will be responsible for allocating all dividend and interest payments we receive and for allocating other entitlements which are due to you.

43.3 We have no facility for receiving shares instead of cash dividends. In the instance that we receive shares rather than a cash entitlement, we will sell the shares in the market and allocate the resulting share proceeds on a pro rata basis to your holding. This may result in an entitlement that is lower or higher than the cash entitlement. Dividends, interest and other income accruing to your account will be paid to you in accordance with the instructions you have given us.

43.4 If you have opted for our Investment Management Service, we will use our discretion under these Terms and Conditions to:

a) Take decisions on your behalf in takeovers, rights issues and other offers and capital re-organisations.

b) Taking action in respect of voting, conversions and subscription rights.

43.5 If you opt for our Execution-Only Dealing Service, we will write to let you know about any corporate actions affecting those positions held in our Custody Service, as described in 43.4 a) or 43.4 b) However, you will be responsible for taking the decisions about the action to be taken and you will need to inform us of the action to take in respect of the shares you hold. If you do not tell us what you want us to do within the time-frame we specify, we will take the default option set out in the notification

43.6 Where your investments are pooled with those of other clients, your entitlements arising from any corporate action will be allocated to you promptly and within any guidelines set out by the Financial Conduct Authority. However, this is subject to the following conditions in respect of fractional entitlements, being those shares or units remaining after we have made these allocations:

a) The fractional entitlement will be sold at the prevailing market value and the resulting proceeds allocated to you, however if these are of a small value (less than £5) we may pay them to a charity of our choice.

43.7 We will not notify you of company meetings. You will not automatically receive Annual Reports and Accounts or be able to attend and vote at company meetings. Neither will you be entitled to receive any shareholder benefits that you may be entitled to if the investments were registered to you in your own name.

43.8 We may be able to arrange for you to attend company meetings and receive Annual Reports and Accounts.

44. Statements of the investments held within our Custody Service

44.1 In order to ensure that you have regular information about which investments we are holding for you within our Custody Service, we will send you a statement of your holdings. This will be sent quarterly or at a frequency determined by the Financial Conduct Authority if this is different. Our current policy is to send this to you as soon as possible after the calendar quarter end, but this may change in future.

44.2 You may request a valuation on a more frequent basis, however we may apply a charge for the production of such reports (£25 each).

44.3 We request that you review any such statement. You should inform us immediately if there are any discrepancies between your records and the statement.

45. Consolidated Tax Certificates

45.1 You will receive Consolidated Tax Certificates for all dividends and interest received, including interest received on any cash held. These are produced and made available at the end of the tax year.

46. Opting out of our Custody Service

46.1 If you do not wish to use our Custody Service, we can arrange for all certificated investments to be withdrawn from the service and registered in your name for a charge. Share certificates and other documents of title will be sent to you by post. We cannot be responsible for the performance of the postal services and any certificates or other documents of title will be sent to you at your risk. There will be a cost to obtain replacements for any lost or missing documents. In certain instances, there may be occasions where it is not possible to register them in your own name. In those circumstances we shall register such shares with an eligible custodian. In doing so, the purchase and holding of those investments shall continue to be governed by sections 37-45.

46.2 Your confirmation note will set out the amount due on purchase and will be taken from your cleared funds on the date shown on your confirmation note (the intended settlement date).

46.3 Before you can instruct us to sell investments which are held in your own name in certificated form, you will provide us with the certificates and correctly completed transfer forms which will enable the positions to be transferred into our Custody Service.

We can then accept your sale instruction and will then be able to pay you the proceeds of the sale and any other amounts owing to you on the date shown on your confirmation note (the intended settlement date).

46.4 Please note, that the London Stock Exchange and CREST impose financial penalties on delays in settlement and if these are caused by your delay we will pass these financial penalties on to you.

47. Non-standard settlement

47.1 Usually when you buy or sell investments, the intended settlement day is in the future so that payment (for purchases) or delivery (for sales) can be achieved. Where a non-standard settlement period is required, the price of the investments you buy may be higher if you make a purchase or you may receive less for your investment if you sell.

We shall not be liable for any price difference relating to purchases and sales which require non-standard settlement.

48. Holding Safe Custody Assets outside our Custody Service

48.1 We do not usually hold in our safe-custody any investments in certificated form which are registered in your name. We will normally return such investments to you at the earliest opportunity.

48.2 However, there may be times when it is necessary for us to hold investments in certificated form which are registered in your name by special arrangement, for example, pending transfer of the investment into our Custody Service, pending the sale of the investment, where you have not paid for them or you have an outstanding or unsettled liability.

48.3 During the period we are holding such investments in certificated form which are registered in your name, we will hold them securely and we will maintain records of them being your property. We will also regularly check what we are holding in our safe custody against our records and those records of the company or their registrar. Please note, this does not apply to any investments in certificated form which are registered in your name (or any other safe custody asset) unless we hold them for more than one business day.

48.4 In order to ensure that you have regular information about which investments in certificated form we are holding for you in our safe custody, we will send you a statement of your investments. This will be sent quarterly or at a frequency determined by the Financial Conduct Authority if this is different. Our current policy is to send this to you as soon as possible after the calendar quarter end, but this may change in future.

48.5 We request that you review any such statement. You should inform us immediately if there are any discrepancies between your records and the statement.

48.6 Please note that Reports and Accounts, dividends and other information will still be sent directly to you by the respective companies or their registrars. We will have no obligation to provide you with any such information and we cannot be held liable should you not receive such information.

YOUR MONEY

49. How we will treat your money

49.1 We will establish one or more set of accounting records in our books for the purpose of recording the money held by us on trust for you (your "Cash Account"). Your Cash Account will, amongst other things:

a) record money received in order to execute the purchase of Investments on your behalf;

b) record cash resulting from the disposal of Investments on your behalf;

c) record dividends and interest received on your behalf; and

d) account for any fees or charges to which JB (or a Third Party) is entitled pursuant to these Terms or applicable law;

49.2 Money which is held by us on your behalf will be treated as Client Money in accordance with the Client Money Rules of the Financial Conduct Authority. In accordance with these rules, we will hold Client Money segregated from money belonging to James Brearley at all times.

49.3 We will hold Client Money at one or more Banks (be it a bank or building society) and as assessed by us as being fit for that purpose. In certain circumstances Client Money may be held in a client transaction account with a third party custodian or settlement service such as Crest or Euroclear. All Client Money will be held in a manner which will identify it separately from money belonging to us at all times. We will obtain acknowledgement from the Banks that Client Money does not belong to us such that in the event of our default all Client Money we are holding on your behalf is protected and can be returned to you.

49.4 Where we hold Client Money on your behalf this will not be kept in an account which is specifically designated to you alone and it will be kept in a "pool" with Client Money we are holding for one or more other clients.

49.5 Client Money placed by us with a Bank is held in instant access and term deposit accounts at our discretion, in accordance with the FCA Rules. No client money will be held with notice periods or fixed terms of more than 95 days. Money held in term or notice accounts is not immediately available, which creates a risk of a delay in your ability to access your funds, in particular if

there should be a significant increase in the demand for withdrawal of money or its investment, by our clients. We address this risk by monitoring cash flows against historical and expected levels, with the aim of ensuring that your immediate access to your money is maintained under any circumstances that might be reasonably expected to occur.

49.6 We will normally hold Client Money on your behalf in a "General Pool" consisting of accounts with one or more Banks. In the event of a default by any Bank, which forms part of the "General Pool", if there is a shortfall (i.e. the amount available is less than is expected or due), you may share in that shortfall in proportion to your original entitlement to the Client Money in the "General Pool". Any Client Money held on your behalf in the "Separate Pool" described in section 49.7 will be unaffected by any shortfall in the "General Pool".

49.7 Under certain circumstances, such as at your request or as a specific condition relating to an investment, we may hold Client Money on your behalf with that of one or more other clients in a "Separate Pool" with one or more specific Banks. In such circumstances, if there is a shortfall in this "Separate Pool", you may share in that shortfall in proportion to your original entitlement to the Client Money in the "Separate Pool". Any Client Money held on your behalf in the "General Pool" described in section 49.6 will be unaffected by any shortfall in the "Separate Pool".

49.8 Please note that receipts of monies will normally be via the "General Pool" before moving to the "Separate Pool" at your request. Similarly, if your funds are held in the "Separate Pool", payments will normally be made via the "General Pool" with funds moving from the "Separate Pool" at your request.

49.9 We will normally only hold Client Money in sterling. Should you wish to send funds to us in another currency, we will take this as your instruction to convert the amount to the sterling equivalent at the prevailing exchange rate.

49.10 In the unlikely event that a Bank with which we deposit Client Money fails or defaults, you may be eligible for certain compensation under the Financial Services Compensation Scheme, as further detailed at section 59 (Other Protections).

49.11 James Brearley is not liable for the acts, omissions or defaults of any Bank with whom we deposit Client Money, except as described at section 71 (Legal Responsibilities).

50. Interest

50.1 **The current rate of interest paid on Client Money by us, is stipulated in our Service Charge cards, a copy of which is available on request or can be accessed via our website at www.jbrearley.co.uk. We will credit your Cash Account with the interest it is due for the month on the the fifth business day of the following month. An element of the interest earned on Client Money will be retained by James Brearley.**

51. Statements of your cash holdings

51.1 In order to ensure that you have regular information about Client Money we are holding for you we will send you a statement. These will be sent on a calendar quarter basis or at a frequency determined by the Financial Conduct Authority if this is different.

51.2 You may request a statement on a more frequent basis, however we may apply a charge for the production of such reports (£25 each).

51.3 We request that you review any such statement. You should inform us immediately if there are any discrepancies between your records and the statement.

51.4 It is possible to view a statement of your account at any time via our web portal.

52. Payments and receipts

52.1 We will make payment of cleared funds to you electronically for example via the BACS, CHAPS, or Faster Payments systems. You should let us know if you change your bank details. In order to protect against fraud, we will seek to verify the details of your account (for example by reference to a cheque book or similar).

52.2 Cleared funds are funds which are available to invest or which can be paid to you. You will not usually be able to invest or withdraw funds from your account until they are deemed by us to be cleared funds.

52.3 You should expect a BACS payment to take around three working days to clear. If you require your money to be returned to you in less than three days, we can make payment to your bank using the Faster Payments Service or Clearing House Automated Payments System (CHAPS) which are usually same-day transfers. Any charges for such payments will be published on the Charge Card in effect at the time of the payment.

52.4 Please note, we cannot guarantee that BACS, Faster Payments and CHAPS will be completed in the timescales stated above. Whilst we will use our reasonable endeavours to ensure these timescales are met, we are also reliant on the external banking system, which is beyond our control.

52.5 We will not be responsible for or liable to you for any consequential loss arising from any payment which is not completed in these timescales. You should not rely on using funds held with us for meeting any urgent or emergency expenditure.

52.6 This applies to you and any third party acting for you and "consequential loss" means:

a) Any financial loss, including but not limited to the loss of profits, turnover and anticipated profit

b) The loss of any goodwill.

c) Any loss or damage relating to any property or equipment.

d) Any additional expenditure you incur.

52.7 Payments you make to us will be paid into a Client Money bank account as soon as they are received. We will make appropriate records and allocate the appropriate amount to your account as soon as practicable. However you should be aware that in the case of payments you make by cheque, it may take one week (5 business days) for the funds to be cleared. If you wish to invest sooner, you should consider making an electronic payment to us by BACS or debit card. Similarly, if you are intending to sell an investment in order to cover the cost of buying another investment, the proceeds from the sale will usually need to be received by us and be deemed by us as cleared funds before the settlement date of the purchase. This means for example, you will not be able to purchase an investment for settlement in one day's time (T +1) using sale proceeds due in two days time (T + 2). If you are unsure, you should contact your usual Account Executive for guidance. If you send us a cheque, you should state your James Brearley account reference on the reverse of the cheque.

52.8 If a cheque you provide to us is returned from the bank (for example, due to an error, it is unsigned, etc.) we will let you know.

52.9 Should you wish to make a payment to your account by debit card, your Account Executive can arrange this for you. We can only accept debit card payments from a Visa or Mastercard. All debit card payments will be in sterling. We reserve the right to pass on the charge applied by our selected Payment Service Provider to you. Our refund policy is that we do not offer refunds through the card processor, at any time. Subject to available funds in your account, you can request a withdrawal of monies to your designated bank account. Your Account Executive can also inform you of the James Brearley bank details in order for you to make an electronic payment by BACS or standing order.

52.10 Please note we will not normally make payments to a third party outside of the "account structure" (for example, HM Revenue and Customs, your local council, etc.).

53. Unclaimed Client Assets

53.1 Client Money balances or safe custody assets held for you will be considered as unclaimed by you where, with respect to Client Money, there has been no movement on your account (other than charges, interest or similar) for six years or with respect to safe custody assets, where we have not received any instructions relating to such assets for twelve years, and we have been unable to contact you despite our attempts to do so in accordance with the FCA Rules.

53.2 Where FCA rules allow us to do so and after taking all necessary steps required by the rules, we may stop treating as Client Money, any unclaimed Client Money balances allocated to you. We may pay away any unclaimed Client Money to a registered charity of our choice or the Dormant Assets Scheme.

53.3 Where FCA rules allow us to do so and after taking all necessary steps required by the rules, we may either (a) liquidate an unclaimed safe custody asset we hold for you, at market value, and pay away the proceeds or (b) gift an unclaimed safe custody asset we hold for you, and in either case, to a registered charity of our choice or the Dormant Assets Scheme.

53.4 Before we liquidate and/or transfer your safe custody assets or Client Money as described in sections 53.2 and 53.3, we must provide you with a written undertaking that in the event of you seeking to claim the safe custody asset thereafter, we shall pay to you a sum equal to the value of the safe custody asset at the time it was liquidated or paid away.

COMMUNICATION

This section is relevant to all clients.

54. Communication between us

54.1 Good and regular communication between you and us is important in establishing and maintaining our relationship. We will aim to ensure that all of our communication with you is clearly and fairly presented so that you are able to understand its content. If anything is unclear or you are unsure about why we have sent you something, please let us know.

54.2 In respect of our initial and ongoing communication there are some important general points which you should be aware of:

a) These Terms and Conditions will be provided only in English. The language in which we will communicate with you and you can communicate with us is also English.

b) We will only act on your instructions or those of a third party which you have nominated and confirmed in writing that we may do so. Where you have nominated a third party, we shall accept their instruction as if you had given it yourself.

c) We will normally only act on verbal or written instructions. Before we accept your verbal instructions given over the telephone, we may ask you or your representative some questions for security purposes. Written instructions will require an original signature.

d) If you are a user of our online based Execution-Only Dealing Service, in the normal course of business, we can only accept instructions to buy or sell investments which have been submitted electronically via the web portal. We will not be responsible for any delays or failure of electronic communications.

e) Where we are dealing with more than one person (for example, a joint account, trustees, etc.) and our Application Form has

been completed in more than one name, we shall accept and act upon instructions from any one person as if the instruction has been given to us by all account holders. In such cases your liability will be joint and several. In the case of investment clubs, we will only accept instructions from the nominated member(s), including the buying and selling of shares and the transfer of money belonging to the club.

f) Should a dispute arise between the persons connected to the account, you should inform us in writing and we will then act only on the instruction of all persons jointly. Should all persons connected to the account subsequently confirm in writing that the dispute has been resolved we shall go back to accepting and acting upon instructions from any one person.

g) Save as expressed in section 54.2 d), we are unable to accept dealing instructions by electronic mail (e-mail), text message or social media.

h) For your protection, telephone calls are recorded and we may refer to the recordings should there be any confusion or dispute in respect of a transaction or conversation. We may be required to make the recordings of our conversations available to third parties (i.e. those who provide services to James Brearley) or to a regulatory body such as the FCA.

55. Unsolicited Calls/ Financial Promotions

55.1 The ability to contact you at short notice can enhance our effectiveness in the provision of our services to you. We will assume that you wish us to contact you to discuss your investments without having been expressly invited to do so and that you are happy for us to contact you between 08:00 and 20:00 Monday to Friday. You should notify your Account Executive if you do not wish us to communicate in this way.

55.2 We may make financial promotions to you. A financial promotion is a communication that is an invitation to engage in investment activity or take up additional services. A financial promotion such as our Insight newsletter or any similar document should not be taken as a recommendation or an endorsement of any investment or service described in the document. These may not be right for you and you should not invest unless you have satisfied yourself that the investment or service is right for you. You should discuss this with your Account Executive if you are unsure.

OTHER IMPORTANT INFORMATION

This section is relevant to all clients.

56. Anti-money laundering requirements

56.1 We are required to have in place procedures to guard against money laundering and terrorist financing. An important part of these procedures is the verification of the identity of all new customers and source of funds.

56.2 For individuals, this may include an electronic identity check via a referencing agency who may keep a record of the check Instead, or in addition to an electronic check, we may ask you to provide evidence of your identity.

For entities (companies, trusts, etc.), we will request documentary evidence of identity. Where we request documents from you, these should be provided as soon as possible. If we are unable to verify your identity or we are not satisfied that your identity has been verified, we may terminate these Terms and Conditions and withdraw all services provided.

56.3 Please note we will also be required to verify the identity of any third party acting for you in accordance with section 54.2 b).

57. Our charges

57.1 The charges applicable for our services are set out in the James Brearley Charge Card in effect at the time the charges are incurred Any alterations or changes to our charges will be notified to you.

57.2 Please remember that you may have to pay any applicable value added tax (VAT), stamp duty, stamp duty reserve tax (SDRT) or other levies applicable to the transaction or service. These will be charged at the rates in place at the time of the transaction and we will apply revised rates as and when these change.

57.3 If we intend to charge additional fees which are not set out in the Charge Card, we will agree these with you before you incur the fees.

57.4 We may share any charges with our associated companies or other third parties.

57.5 During the course of transacting your business we may utilise the services of third parties. Those third parties may charge fees that we will pass on to you.

57.6 Any non-monetary benefit we may receive will not detract from our duty to act in your best interest.

58. If you are unhappy with our service

58.1 If you are unhappy with any aspect of the service we provide, a complaint can be initiated by contacting a member of staff, by email to enquiry@jbrearley.co.uk or in writing to PO Box 34, Walpole House, Unit 2 Burton Road, Blackpool FY4 4WX. Details of the James Brearley complaints procedure is published within the “Contact Us” area of our website.

58.2 Our aim is to deal with all complaints fairly, honestly and professionally. All complaints are therefore dealt with by our dedicated Complaints Officer. They will provide you with a full response to your complaint addressing all of the issues thoroughly. They will provide you with a decision on the outcome of your complaint. However, in the event that we are unable to resolve a complaint to your satisfaction, you may be eligible to refer your complaint to the Financial Ombudsman Service, a free (for consumers) and independent service that helps settle disputes between consumers and UK-based businesses providing financial services. You can obtain more information about the Financial Ombudsman Service from www.financial-ombudsman.org.uk or you can write to them at: Financial Ombudsman Service, Exchange Tower, London, El4 9SR.

58.3 When our Complaints Team provide you with our final response to your complaint, they will send you a copy of the Financial Ombudsman Service's explanatory leaflet which will explain how you can refer your complaint to them should the need arise.

59. Other protections

59.1 We maintain an insurance policy that is sufficient to cover any liability to you arising from any fraud or negligence by us.

59.2 In the event of our insolvency and where we are unable to meet our obligations to you, if you are eligible you may be able to make a claim to the Financial Services Compensation Scheme (a compensation fund for customers of failed financial services firms). The maximum amount which can be claimed is set in accordance with the legal requirements in place and may change from time to time. Whether or not you can make a claim also depends on your legal status (natural person, legal person etc) the type of business and the circumstances of the claim. In the event of the default of one or more of the banks used by us to hold Client Money on your behalf, if you are eligible, you may also be able to make a claim to the Financial Services Compensation Scheme.

59.3 Further information about the maximum compensation which can be claimed for investment business (for example a share portfolio held with an investment manager or stockbroker) and/or cash held as a deposit (for example with a UK Bank or building society) is available from the Financial Services Compensation Scheme: www.fscs.org.uk.

59.4 Where we use a non-UK financial institution (such as a bank) to hold Client Money on your behalf, the maximum compensation will be governed by any compensation scheme in place in the non, UK financial institution's home state. Further information can be obtained from your Account Executive.

60. Keeping your account secure

60.1 You will be responsible for keeping secure any usernames and passwords relating to any online services provided to you by James Brearley. You should also take care to ensure that any information about you which may be used as part of our security checks is also kept secure.

61. Data Protection

The following definitions apply in this section

Data Protection Legislation: means the Data Protection Act 2018; the UK GDPR(as defined in section 3(10) (as supplemented by section 205(4) of the Data Protection Act 2018); the Privacy and Electronic Communications Regulations 2003 (SI2003/2426); associated national implementing laws, regulations and secondary legislation and regulatory requirements applicable in the UK; in force from time to time which apply to a party relating to the use of personal data (including without limitation, the privacy of electronic communications) and the guidance and codes of practice issued by the Information Commissioners Office or other relevant regulatory authority which are applicable as may be amended or updated from time to time.

61.1 We will ensure that all personal data that we hold about you will be fairly and lawfully processed in accordance with the Data Protection Legislation.

61.2 Our Privacy Policy which is available from the Downloads page of our website, explains in detail how we will use the personal data we collect about you, what your privacy rights are and how the law protects you. It also sets out the circumstances in which we will disclose your personal data to third parties. Please refer to this document for further information.

61.3 Should you require further information about how your data will be held please contact your Account Executive.

62. If we supply you with financial and market data

62.1 We will obtain financial and market data (for example, the prices of shares and other investment) from various third parties including stock exchanges. Your usage of such data is permitted only on the following basis:

a) You accept that the data is the property of the suppliers of such data.

b) In no circumstances shall you be entitled to publish, transmit, redistribute or otherwise reproduce such data in whole or in part to any person entity or third party with the exception of your own Financial Adviser, Legal Adviser or Taxation Adviser.

c) You acknowledge and agree that the suppliers of the data shall have no liability to you in respect of the data. None of the third parties make or give any warranties in relation to the data. The data is provided 'as is'.

d) You also acknowledge and agree that none of the third party suppliers of data will be liable to you for any interruptions, inaccuracies, errors or omissions in the data or any losses or consequential losses which result.

63. Your reporting obligations

63.1 You will have an obligation to make a declaration (to the Financial Conduct Authority and the Underlying Issuer) when your shareholding in a company reaches a certain size. This applies to all of the investments whether held by us under the Terms of our Custody Service and if you hold the shares elsewhere or in certificated form registered in your own name.

63.2 This obligation is most likely to be relevant if you invest large amounts in smaller companies. The obligation may also be triggered if a company restructures in a way which changes the voting rights you have.

63.3 You are responsible for monitoring the level of your shareholding and making all relevant disclosures when your shareholding reaches or passes through a specific threshold level. Details of the rules and thresholds and the reporting procedure can be obtained from the Financial Conduct Authority's website: www.fca.org.uk.

64. Joint Accounts and the Rules of Survivorship

64.1 Where we are dealing ·with more than one person (for example, a joint account, trustees, etc.) and our Application Form has been completed in more than one name, and unless we agree to the contrary in writing, we shall treat all account holders as Joint Tenants.

64.2 This means that in the event of the death of any person, the assets will pass to the surviving account holder(s). We will continue to act in accordance with the previous Application Form unless we are given any new instructions by the survivor(s). We may request that a new Application Form be completed.

64.3 For administrative purposes, we may allocate a new account number in the name of the survivor(s) and these Terms and Conditions set out in this document will continue to apply to the new account.

64.4 You should inform us of the death of any person who has signed the Application Form as soon as possible. However, your Account Executive will require proof of death before we can proceed with the administrative arrangements outlined above.

65. Conflicts of Interest

65.1 The structure and business model of James Brearley is such that potential for conflicts of interest to arise are managed

65.2 If an occasion arises where there is a conflict of interest between you and us or between you and another customer, we will inform you of this and obtain your consent before carrying out your instructions or using our discretion under the terms of our Investment Management Service.

65.3 Our full policy on Conflicts of Interest is available on request.

66. Commencement of the Agreement

66.1 The Agreement to these Terms and Conditions, subject to sections 56 and 66.3, shall be effective from the date we receive a signed copy of the Application Form(s).

66.2 The Agreement shall continue unless you deliver to us or we deliver to you written notice of termination. We may refuse to accept you as a client for any reason and we may withdraw any offer to provide services to you under these Terms and Conditions.

66.3 If you opt for our Investment Management Service, we will not commence management of your portfolio until we have registered all assets into the name of our nominee company. This is usually completed quickly but may take a number of weeks.

67. Changes to these Terms and Conditions

67.1 We may amend these Terms and Conditions. If we intend to do so, we will write to you and explain the relevant changes. Such changes will become effective on the date we will set out when we write to you. This effective date will be at least 20 business days from when we write to you.

67.2 You can amend your agreement to these Terms and Conditions in the following ways:

a) By informing us of a change to your investment aim or attitude co risk.

b) By imposing new restrictions or changing or removing any restrictions you have previously told us about.

67.3 You may ask us to waive or modify other aspects of these Terms and Conditions. You should make any such request in writing. Changes will not take effect until we have agreed them in writing. All rights and obligations arising prior to the change will apply.

67.4 Whilst we do not intend to do so, we may delegate our functions under these Terms and Conditions to a third party. If we do so, we will remain responsible to you for the actions of the third party.

68. Transferring Agreement to these Terms and Conditions

68.1 Your agreement to these Terms and Conditions and the Application Form is personal to you and cannot be transferred or assigned to anyone else.

68.2 James Brearley may transfer our agreement to provide services under these Terms and Conditions to:

a) Any other company in the same group of companies as James Brearley & Sons Limited; or

b) A successor firm

68.3 We will only do so provided that the Terms and Conditions provided by the company or firm to whom the agreement is transferred will provide the same or equivalent protections to you under these Terms and Conditions.

69. How to end these Terms and Conditions

69.1 We will write to you to let you know that we are going to stop providing services to you under these Services, Terms and Conditions. Should we do so, we will let you know at least 20 business days in advance of stopping the services. You may write to us to let us know that you want us to stop providing services to you under these Services, Terms and Conditions.

69.2 If you choose to terminate our Investment Management Service our management of your portfolio will cease upon receipt of your notice and your portfolio will operate under the terms of our Execution-Only Dealing Service thereafter as described in section 6.1. and be subject to the charges applicable to this. Should you wish to liquidate (sell) all of your investments you will be required to provide a specific instruction for us to do this.

69.3 Further, in the instance whereby you instruct us to liquidate your portfolio, we shall treat such instruction as termination of the Investment Management Service that you have with us.

69.4 Any management charge will cease and the daily calculated accrued Investment Management Service charge for that calendar month will be applied up to the termination date.

69.5 If you choose to terminate our Execution-Only Dealing Service, your account will not be subject to the Account Charge, as detailed in our Charge Card, for the month in which your instruction is received.

69.6 In the case of an ISA, you may terminate this arrangement by giving us notice in writing, requesting that we either transfer all investments to you or to sell the investments and remit the resulting proceeds to you. Termination of the ISA will be effective when written notice is received by us and all benefits and relief from tax will cease immediately. All fees (including a pro rata annual fee) and charges due to the point of termination of the ISA must be paid to us.

69.7 If we receive dividend, interest or stock entitlements for you after your account has been closed, we will forward these to you, however if they are less than £5 in value we may pass them to a charity of our choice.

69.8 All rights and obligations arising prior to the termination will apply.

69.9 In certain circumstances there are also cancellation rights which apply under the EU Distance Marketing Directive and Financial Conduct Authority Rules. For an initial period of 14 calendar days after completing our Application Form you have the right to cancel the relevant service(s). This can be done verbally or in writing. We will deal with your request to cancel as soon as practical. This cancellation right only applies to the service(s) you have opted for and does not apply to individual transactions undertaken on your account. If you cancel the Agreement within 14 calendar days, we will not levy any charges for the service although you will be obliged to pay for any investments and pay us any amount due to us at the time you cancel or terminate the Agreement.

69.10 If during a face-co-face meeting we recommend that you open or transfer an ISA, you may have the right to cancel the contract within 14 calendar days.

69.11 If an account is held in your sole name and we receive proof of your death, our service to you will cease. However, we will continue to hold your investments and cash. We will then follow the instructions of your personal representatives (for example, the executors of your will). For administrative purposes, we may establish a new account in the name of your personal representatives which will be governed by these Terms and Conditions.

70. If you fail to pay what you owe us

70.1 In the event that you fail to make any payment owed to us or deliver any investments by the due date, we may retain any money, investment or other asset due to you (or held by us for you). We may sell them to offset your debt.

70.2 Selling investments in such circumstances could mean that you miss out on favourable market conditions and we will not be responsible for any loss (or loss of opportunity) you suffer as a result of our action.

70.3 Where you owe us money we may apply interest at 4% over the base rate of the Royal Bank of Scotland in place at that time.

70.4 In addition, a third party may have similar rights to retain any money, investment or other asset due to you (or held by them for you) in respect of any payment owed to them.

71. Legal Responsibilities

71.1 Unless caused by our negligence, fraud or intentional failure (our wilful default), we will not be responsible for any loss, by which we mean any financial loss, the loss of any goodwill, any loss or damage relating to any property or equipment, or any additional expenditure you incur, if this arises through:

a) Changes in market conditions

b) An error of judgement made in good faith on our part or the part of any employee, dealer, analyst, adviser, investment

manager or agent used by us. Furthermore, where we accept an instruction from you to buy or sell an investment, we will not be responsible for any loss or loss of opportunity you incur if we are unable to execute the instruction due to the failure of any third party or third party system on which we are dependent, including but not limited to the disruption or suspension of the service provided by a third party and the loss of connection to the third party's system. Similarly, where we accept an instruction from you to buy or sell an investment, we will not be responsible for any loss or loss of opportunity you incur, if we are unable to execute the instruction in good time because we are required to carry out prerequisite administrative processes, either where imposed by a third party or under the applicable legal system.

71.2 Nothing in these Terms and Conditions will avoid any responsibilities we may have:

a) Under the Financial Services and Markets Act 2000 and the Financial Conduct Authority's rules.

b) For death or personal injury caused by negligence.

c) For fraud (including fraudulent misrepresentation).

d) Any limit or other liability which it is unlawful to exclude or attempt to exclude under the law of England and Wales.

71.3 You will pay or reimburse us against all costs, expenses, demands and losses which we incur in the lawful and proper exercise of our duties when providing our services to you under the Agreement to these Terms and Conditions. We will accept such costs, expenses, demands and losses only where these arise from our breach of the Financial Services and Markets Act 2000 or the Financial Conduct Authority's rules, our negligence, fraud or intentional failure. This section shall be enforced in favour of any other section of these Terms and Conditions or the Agreement where these other sections are contradictory with this section.

72. If you breach these Terms and Conditions

72.1 Any failure by James Brearley to seek redress for a breach or to insist on the performance of any condition or provision of these Terms and Conditions or our Agreement with you should not be taken as our decision to waive that condition or provision. Similarly, our failure to exercise any right or remedy to which we are entitled does not mean we have waived that right or remedy.

73. Governing Law

73.1 These Terms and Conditions and our continued relationship with you are governed by the law of England and Wales. By instructing James Brearley to provide a service to you under these Terms and Conditions both you and James Brearley & Sons Limited submit to the exclusive jurisdiction of the courts of England and Wales.

73.2 The information set out in these Terms and Conditions is based upon our understanding of all current legislation, which may change in future.

74. The Financial Services Regulator

74.1 In these Terms and Conditions, reference to the Financial Conduct Authority also means any other body which may in future have regulatory control in the United Kingdom or a body which carries out its duties on its behalf.

74.2 Similarly, any reference to "Financial Conduct Authority Rules" or "FCA Rules" shall mean the rules of the Financial Conduct Authority and the rules of any future body which has regulatory control in the United Kingdom.

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James Brearley is the trading name of James Brearley & Sons Ltd.
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