

**II - ISA SUBSCRIPTION AND ISA TRANSFER**

If part or all of your **Total Subscription** to the Service as indicated is an **ISA Subscription** and/or an **ISA Transfer**, please sign and date the form below to open a Stocks & Shares ISA with James Brearley as the ISA Manager.

\* I apply to open a Stocks & Shares ISA and subscribe for the current tax year and each subsequent tax year until further notice.

**DATA PROTECTION**

All personal data supplied by you to James Brearley for the purposes of the ISA Manager services:

- Will be processed by James Brearley as data controller under the Data Protection Legislation.
- Will be fairly and lawfully processed in accordance with James Brearley’s privacy policy, a copy of which is available from their website [www.jbrearley.co.uk](http://www.jbrearley.co.uk); and
- James Brearley will at all times comply with the obligations imposed on a data controller under the Data Protection Legislation in relation to such personal data.

I have appointed REALM as my investment manager with authority to arrange transactions in ISA investments for my account and to represent and act on my behalf as described in the James Brearley Execution-Only Dealing Services Terms of Business for Retail Clients with Third Party Investment Advisers or Managers (the ‘Terms’). By completing the Application Form, I am applying to become a client of James Brearley for its execution-only dealing service (as set out and subject to the Terms) in relation to ISA investments and authorise and instruct James Brearley to act on instructions from, and to provide such information to, REALM as they may require in accordance with, or for the purposes of, the Execution-Only Dealing Services Agreement entered into between James Brearley and REALM (the ‘Agreement’). I acknowledge that any of my personal data processed by James Brearley pursuant to the Agreement or the Terms will be processed by James Brearley as data processor for the purposes of the applicable data protection legislation.

I declare the I am aged 18 or over; that all subscriptions made, and to be made, belong to me; that I have not subscribed/made payments and will not subscribe/made payments, more than the overall subscription/payment limit in total to a cash ISA, a stocks and shares ISA, an innovative finance ISA and a Lifetime ISA in the same tax year; that I am a resident in the United Kingdom for tax purposes or, if not resident, perform duties which by virtue of Section 28 of the Income Tax (Earnings and Pensions) Act 2003 (Crown Employees serving overseas) are treated as being performed in the United Kingdom, or I am married or in civil partnership with a person who performs such duties. I will inform James Brearley if I cease to be so resident or to perform such duties, or be married to or in a civil partnership with a person who performs such duties. I authorise James Brearley to hold my cash subscription, ISA investments, interest, dividends and any other rights and proceeds in respect of those investments and any other cash; to make on my behalf any claims to relief from tax in respect ISA investments. I agree to the ISA terms and conditions set out in this form and have read and understood them.

\*Signature

\*Date

DD	MM	YY
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**ISA Terms and Conditions**

1. James Brearley is approved by the HM Revenue and Customs (HMRC) as an ISA Manager. In this capacity James Brearley 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 the ‘Terms’ 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 voided or repaired will be borne by you. To the extent that the Regulations permit, James Brearley can make investments for you within an ISA. Not all investments are permitted to be held in an ISA.
2. The maximum amount that may be invested in an ISA is subject to limits set by HMRC for any particular tax year and this limit may change from one tax year to the next. Should you invest more than the rules allow the ISA will be void or need to be remedied by repair. James Brearley will notify you if by reason of any failure to satisfy the provisions of the Regulations an ISA has or will become void.
3. Subscriptions into the ISA must be in cash with the exception of stock arising from approved employee share savings related share options or profit sharing schemes which may be transferred into the ISA in accordance with the Regulations.
4. The ISA investments will be, and must remain, the beneficial ownership of the investor and must not be used as security for a loan.
5. You have a right to transfer in, part or all of an existing ISA from another ISA Manager or request that the investments within the ISA be transferred out to another ISA Manager. The transfer out fees stipulated in the ‘Terms’ will apply.
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. James Brearley do not accept any responsibility for any potential or actual loss that you claim has occurred in such circumstance.
7. You may terminate your ISA by giving James Brearley notice in writing, requesting that James Brearley either transfer all investments to you or to sell the investments and remit the resulting sale proceeds to you. Termination of the ISA will be effective when written notice is received by James Brearley and all benefits and relief from tax will cease immediately. All fees (including pro rata annual fee) and charges due to the point of termination of the ISA must be paid to James Brearley.
8. James Brearley may at their absolute discretion, terminate the ISA by giving at least 20 days’ notice in writing to you.