

# Agreement for clients of the Managed Portfolio Service - Financial advisers

## For clients

The Managed Portfolio Service (MPS) is an investment management service provided and managed by EQ Investors (EQ) following advice received from your Financial Adviser.

EQ cannot provide you with investment advice in connection with this service and we will act only upon your instructions, or upon instructions authorised by you, following advice from your Financial Adviser.

This document forms part of our agreement with you and should be read along with EQ & Pershing terms of business as well as the suitability report provided by your Financial Adviser.

This agreement is between:

1. **You**, the investor, as the client to whom we agree to provide the agreed services and whom enters into this Agreement with Us, and

2. **EQ Investors Ltd**, incorporated and registered in England and Wales with company number 07223330, whose registered office is at 6th Floor, 60 Gracechurch Street, London, EC3V 0HR.

## You are responsible for:

Ensuring that all information is completed fully and accurately.

## EQ is responsible for:

- Managing your investments within the framework of the recommended model portfolio.
- Providing you with quarterly valuations and annual tax statements (where relevant) via the EQ Portal.
- Providing you with annual costs and charges statements.

## Your Financial Adviser is responsible for:

- Advising you on the most suitable EQ Portfolio, based on their assessment of your investment objectives, attitude and capacity for risk.
- Keeping you regularly informed on your EQ investments as your primary point of contact.
- Providing you with detailed costs and charges in your suitability report.
- Informing us immediately of any changes to your personal details or circumstances.

## Financial Adviser details

Company name

Network name (if the company is a member of one)

Title

Mr

Mrs

Ms

Miss

Other

Surname

Forename(s)

FCA reference number

Address

Phone number

Email

## First client

Title

Mr

Mrs

Ms

Miss

Other

Surname

Forename(s)

Date of birth

Nationality

Country of birth

US resident

Yes

No

Address

Phone number

Email

NI number

Tax identification number

## Second client

Title

Mr

Mrs

Ms

Miss

Other

Surname

Forename(s)

Date of birth

Nationality

Country of birth

US resident

Yes

No

Address

Phone number

Email

NI number

Tax identification number

## Third party wrappers

Please complete details of your third party wrappers, for example Self Invested Personal Pension (SIPP) or Offshore Bond (OSB) providers. Your Financial Adviser is responsible for the administration of your third party wrappers, for example cash transfers or the appointment of the Investment Manager.

### First client SIPP

Scheme fund name

SIPP product name

Provider name

Provider plan reference number

### Second client SIPP

Scheme fund name

SIPP product name

Provider name

Provider plan reference number

### First client OSB

Scheme fund name

OSB product name

Provider name

Provider plan reference number

### Second client OSB

Scheme fund name

OSB product name

Provider name

Provider plan reference number

## Our checks

We will carry out electronic checks to verify your identity. If this fails, then we will contact you for additional documents, such as a passport, driving license or recent utility bill.

### First client

How did you obtain the funds that are coming to EQ?

Savings or proceeds from investments

Other (eg. inheritance, divorce settlement, gifts)

How did you obtain your overall wealth?

Savings or proceeds from investments

Other (eg. inheritance, divorce settlement, gifts)

Are you, or are you related to a political figure, judicial or military official, or senior executive of a state-owned organisation?

No

Yes (Please provide details)

### Second client

How did you obtain the funds that are coming to EQ?

Savings or proceeds from investments

Other (eg. inheritance, divorce settlement, gifts)

How did you obtain your overall wealth?

Savings or proceeds from investments

Other (eg. inheritance, divorce settlement, gifts)

Are you, or are you related to a political figure, judicial or military official, or senior executive of a state-owned organisation?

No

Yes (Please provide details)

## Investments

Please refer to the Suitability Report supplied by your Financial Adviser for the details of your recommended risk profile. Any further investments into the account(s) made by you from time to time, are also subject to the terms of this Agreement. For further information on your risk profile please refer to your Financial Adviser's recommendations.

**For each account you wish to open, please provide the value of the investment to be made as a payment and/or transfer.** Advisers are responsible for third party wrapper payments/ transfers.

## Defensive strategy

	GIA accounts			ISA accounts		
	First client:	Second client:	Joint client:	First client*:	Second client*:	(*ISA Subscription)
Payment:	£	£	£	£	£	
Transfer:	£	£	£	£	£	
	SIPP accounts		OSB accounts			
	First client:	Second client:	First client:	Second client:		
	£	£	£	£		

## Balanced strategy

	GIA accounts:			ISA accounts		
	First client:	Second client:	Joint client:	First client*:	Second client*:	(*ISA Subscription)
Payment:	£	£	£	£	£	
Transfer:	£	£	£	£	£	
	SIPP accounts		OSB accounts			
	First client:	Second client:	First client:	Second client:		
	£	£	£	£		

## Balanced Plus strategy

	GIA accounts			ISA accounts		
	First client:	Second client:	Joint client:	First client*:	Second client*:	(*ISA Subscription)
Payment:	£	£	£	£	£	
Transfer:	£	£	£	£	£	
	SIPP accounts			OSB accounts		
	First client:	Second client:		First client:	Second client:	
	£	£		£	£	

## Adventurous strategy

	GIA accounts			ISA accounts		
	First client:	Second client:	Joint client:	First client*:	Second client*:	(*ISA Subscription)
Payment:	£	£	£	£	£	
Transfer:	£	£	£	£	£	
	SIPP accounts			OSB accounts		
	First client:	Second client:		First client:	Second client:	
	£	£		£	£	

## Payments

All payments will be made to your nominated account. Please provide a recent copy of a bank statement (**within 3 months**) in order for us to register your nominated bank account to your EQ account.

### Regular payments

Please specify the value and frequency of your income payments in the table on Page 8. These can be monthly, quarterly, or half yearly. We process payments on the 5th of each month. N.B. payments will be made from capital if the value exceeds the investment income generated.

### Regular investment

Please specify the value (minimum £50) and frequency of your regular investments in the table on Page 8. These can be monthly, quarterly, or half yearly and we process payments on the 1st of each month.

### Direct Debit Guarantee

This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.

If there are any changes to the amount, date or frequency of your Direct Debit, Pershing Securities Limited will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Pershing Securities Limited to collect a payment, confirmation of the amount and date will be given to you at the time of the request.



If an error is made in the payment of your Direct Debit, by Pershing Securities Limited or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society.

If you receive a refund you are not entitled to, you must pay it back when Pershing Securities Limited asks you to. You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Notification will need to be sent to us.

Account	Regular withdrawals		Regular savings	
	Frequency	Value	Frequency	Value
First Client GIA				
Second Client GIA				
Joint Client GIA				
First Client ISA				
Second Client ISA				

### First client

Account number

Sort code

Bank name

Name of account holder

### Second client

Account number

Sort code

Bank name

Name of account holder



## Agreement and declaration

This document, our Terms of Business for retail clients with a Financial Adviser and the EQ and Pershing Terms, set out the legal relationship between us.

For your own benefit and protection, you should read these documents carefully before signing below. If there are any terms that you do not understand, please ask for further information from your Financial Adviser.

I/We have received the EQ Investors Limited Client Agreement as described on Page 1 of this document.

I/We have agreed to EQ Investors Limited providing the Managed Portfolio Service on my/our behalf, subject to the Terms of Business and other documents which make up our Agreement.

## ISA subscriptions

### Authorisation and declaration

I authorise Pershing Securities Limited, the ISA Manager, to open a Stocks & Shares ISA on my behalf for the aforementioned tax year and each subsequent tax year until further notice.

I declare that:

- All subscriptions made and to be made, belong to me.
- I am 18 years of age or over.
- I have not subscribed and will not subscribe more than the overall ISA subscription allowable limit total in the same tax year.
- I am resident and ordinarily resident in the UK for tax purposes, or perform duties which, by virtue of Section 28 of the Income Tax (Earnings & Pensions) Act 2003 (Crown employees serving overseas), are treated as being performed in the UK, or I am married to or in a civil partnership with a person who performs such duties. I will inform Pershing Securities Limited if I cease to be resident and ordinarily resident or to perform such duties or to be married to a person who performs such duties or in a civil partnership with a person who performs such duties.
- The information given in this form has been completed to the best of my knowledge.
- I have received, understood and agree to the Pershing ISA Terms and Conditions, and agree that my account will be operated in accordance with them.

### I authorise Pershing Securities Limited:

- To hold my cash subscriptions, ISA investments, interest, dividends and any other rights or proceeds in respect of these investments and any other cash.
- To make on my behalf any claims to relief from tax in respect of ISA investments. I understand that Pershing Securities Limited will notify me if by reason of failing to meet the provisions of the ISA rules my account is or will become void. I will inform Pershing Securities Limited of any change of circumstances affecting the information given in this form without delay.

## Client to complete

First client signature Date

Second client signature Date

## Financial Adviser to complete

I have carried out anti-money laundering identification and verification to the standards required by the Money Laundering regulations 2007.

I have been appointed by the client(s) as their Financial Adviser.

I have assessed the suitability of the Model Portfolio Service and have advised the client on the selection of their investment strategy.

Signed Date

## Third party wrapper provider to complete

We confirm our agreement to the instructions and notices contained in this document, and to the ability of the member and the financial intermediary (if appointed by the member) to provide investment instructions in relation to the investment.

Name Position

Signed Date

Name Position

Signed Date