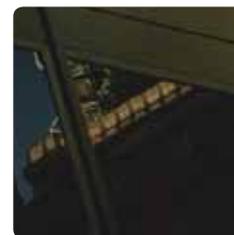
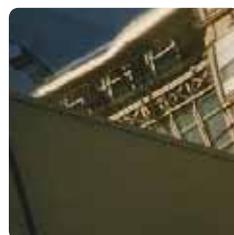
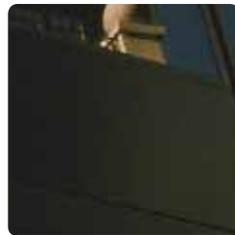
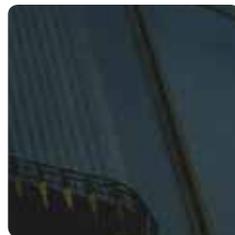
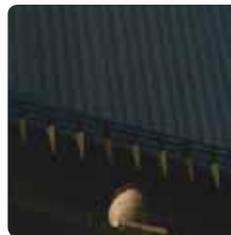


Innovative Solutions. Immaculate Service.



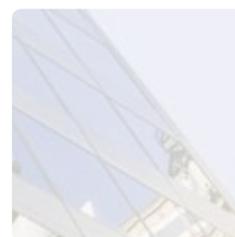
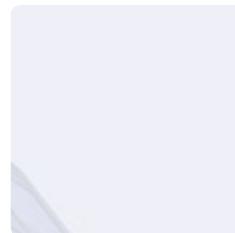
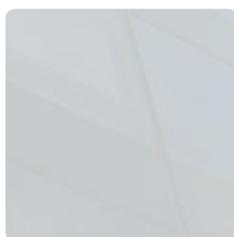
Dual Index Fixed Income Plan

September 2012

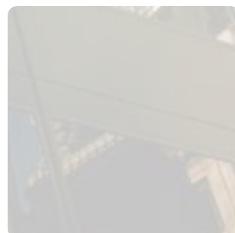


Contents

	page
Dual Index Fixed Income Plan September 2012 – A quick review	2
How the Plan works	3
About Meteor	3
Counterparty Risk	4
About Barclays Bank PLC	5
How the income is payable	6
How the capital return is calculated	7
The Indices	8
Historical performance	9
Taxation	10
Charges	10
Risks	11
Investing	13
Anti-money laundering regulations	14
Frequently asked questions	15
Is this Plan right for me?	19
Terms and Conditions	21



To gain a full understanding of the **Dual Index Fixed Income Plan September 2012**, it is important that you read this brochure carefully, including the relevant Terms and Conditions. We recommend that you obtain advice from a financial adviser experienced in advising on investments of the nature described in this brochure. Information contained in this brochure does not constitute tax, legal or investment advice and Meteor Asset Management Limited has not given you any advice in respect of this Plan. Meteor Asset Management Limited is the Plan Manager and Meteor Investment Management Limited is the Administrator. Both Meteor Asset Management Limited and Meteor Investment Management Limited are authorised and regulated by the Financial Services Authority. An investment in this product would be a contractual agreement with Meteor Asset Management Limited.



Dual Index Fixed Income Plan September 2012 – A quick review

- The Dual Index Fixed Income Plan September 2012 is a six year and two week investment.
- The return of capital is linked to the performance of the FTSE 100 Index and the S&P 500 Index ('the Indices') and is not guaranteed.
- The Plan offers two options, either a gross monthly fixed income of 0.52% or a gross annual fixed income of 6.4% both of which are payable throughout the term and are not dependent on the performance of the Indices.
- You will lose some, or all, of your money if one or both of the Indices has fallen by more than 50% from its Opening Level at the close of any Business Day during the investment term and the Final Level of one or both Indices is below its Opening Level.
- In this case, the reduction in your original investment will equal the difference between the Opening Level and Final Level of the lower performing Index.
- You could also lose some or all of your money and income to which you would have otherwise been entitled in the event that Barclays Bank PLC ('Barclays'), the Issuer of the underlying Securities for the Plan, fails to make the payments due from the Plan.
- It is our understanding that the income from this Plan will be subject to Income Tax (see page 10).
- This Plan is available for ISA investment for the 2012/13 tax year.

Key Dates

LAST SUBSCRIPTION DATES:

ISA transfer applications :
31st August 2012

Applications with cheques:
7th September 2012

Applications with bank transfers:
12th September 2012

START DATE:
14th September 2012

OPENING LEVEL:

close of business levels of the Index on
14th September 2012

FINAL LEVELS:

close of business levels of the Index on
14th September 2018

MATURITY DATE:

28th September 2018

How the Plan Works

An investment in the Plan constitutes a contractual arrangement with Meteor Asset Management Limited. When you invest in the Plan, we will use your money to acquire, on your behalf, financial instruments ('Securities'), which are designed to have the characteristics required to achieve the investment objectives of the Plan.

The returns from the Plan are linked to the performance of the Indices (see page 8). The Plan does not track the Indices directly but offers the potential for an enhanced income return on your investment compared to the actual performance of the Indices.

Income payments are fixed but the capital returned at maturity is based on the performance of the Indices and could be less than the amount you invest.

Although risk has not been eliminated, we have designed the Plan to try to limit the potential for a reduction in your capital should the Indices fall. Your capital is at risk (see pages 17 and 18).

The trade off for fixed income payments and limiting the possibility of capital loss is that if the Indices were to increase by more than 0.52% per month or 6.4% per annum, the income payable will not rise above that provided by the Plan. In addition, you should also understand that you will not be entitled to receive the dividends that would normally be available if you had invested directly in the shares that make up the Indices.

The Securities purchased will be Certificates issued by Barclays. The return of any capital and potential income payments depend on the ability of Barclays to make the payments due from the Securities. This is known as Counterparty Risk (see page 4).

If the Plan is over-subscribed we may not be able to accept your application.

About Meteor

Established in 2007, Meteor aims to provide individual and institutional investors and their advisers with financial solutions designed to meet their specific needs.

An essential aspect of our development to date has been the relationship with the client and their adviser. We are constantly striving to provide a friendly and efficient service while delivering imaginative solutions at a competitive price. In developing our standard retail offerings we work closely with advisers and their clients to establish what is required and, where appropriate, outline alternative strategies.

We do not offer financial advice or guidance on tax issues. However, we believe that it is important to seek such advice before you invest to ensure that you choose an investment which is suitable for you.

To Meteor, treating customers fairly is more than just an FSA Principle; it is part of the sound foundation on which our business is built.

Our aim is to produce literature that is clear and enables potential investors to easily understand how our products work. We are committed to maintaining this transparency throughout the term of any investment.

To protect investors, Meteor Investment Management Limited was established for the specific purposes of administering Meteor's own products and those we are administering on behalf of third parties and for the keeping of all client assets.

Counterparty Risk

The Securities purchased for this Plan will be issued by Barclays Bank PLC.

As with any similar investment, the security of your Plan depends on the creditworthiness of the counterparty. It is possible that Barclays could collapse or fail to make the payments due to us from the Securities. If this happened you would lose some or all of your original capital as well as any income payments from the Plan to which you might otherwise have become entitled.

Credit ratings and outlook

One of a number of factors Meteor takes into account in selecting a counterparty is the current long term credit rating of the counterparty. Barclays has a current rating of 'A+' from Standard & Poor's. Standard & Poor's is one of a number of independent organisations called ratings agencies, which research and monitor the ability of financial and other institutions to make the payments due from the Securities issued and/or guaranteed by them. In Standard & Poor's opinion, a long term rating of 'A+' is given to a counterparty with a strong capacity to meet its financial commitments.

A credit rating is the opinion of the credit ratings agency, a high rating from one or more of the credit rating agencies is not a guarantee that the counterparty will meet its obligation to pay the amounts due from the Plan.

Standard & Poor's highest possible rating is AAA, followed by AA and A. These three ratings along with their BBB rating are generally regarded as investment grade. All of these ratings except the AAA rating can also be modified by a plus or a minus to give the counterparty's relative status within the grade; for example, A+, A, A- for the A rating. Ratings from BB downwards are provided in respect of other securities. Other ratings agencies, of which Fitch and Moody's are the most well known, issue ratings along lines very similar to Standard & Poor's, although Moody's ratings are expressed slightly differently.

A rating outlook assesses the potential direction of a long-term credit rating over the intermediate term (e.g. Standard & Poor's definition is typically for a period of six months to two years). In determining a Rating Outlook, consideration is given to any changes in the economic and/or fundamental business conditions. An Outlook is not necessarily a precursor of a rating change or future creditwatch action.

- Positive means that a rating may be raised.
- Negative means that a rating may be lowered.
- Stable means that a rating is not likely to change.
- Developing means a rating may be raised or lowered.

All references to the credit rating are correct as at the date of this brochure. Credit ratings are subject to change during the offer period and during the term of the Plan.

Ongoing information about credit ratings is available on our website and we will, where appropriate, include information relating to credit ratings in your annual statement. Please refer to your financial adviser for any other queries regarding credit ratings.

Long Term Credit ratings for Barclays Bank PLC

Agency	Rating	Date of Last Change	Outlook
Fitch	A	15 December 2011	Stable
Moody's	A2	21st June 2012	Negative
Standard & Poor's	A+	5th July 2012	Negative

Source: Bloomberg, 26th July, 2012.

About Barclays Bank PLC

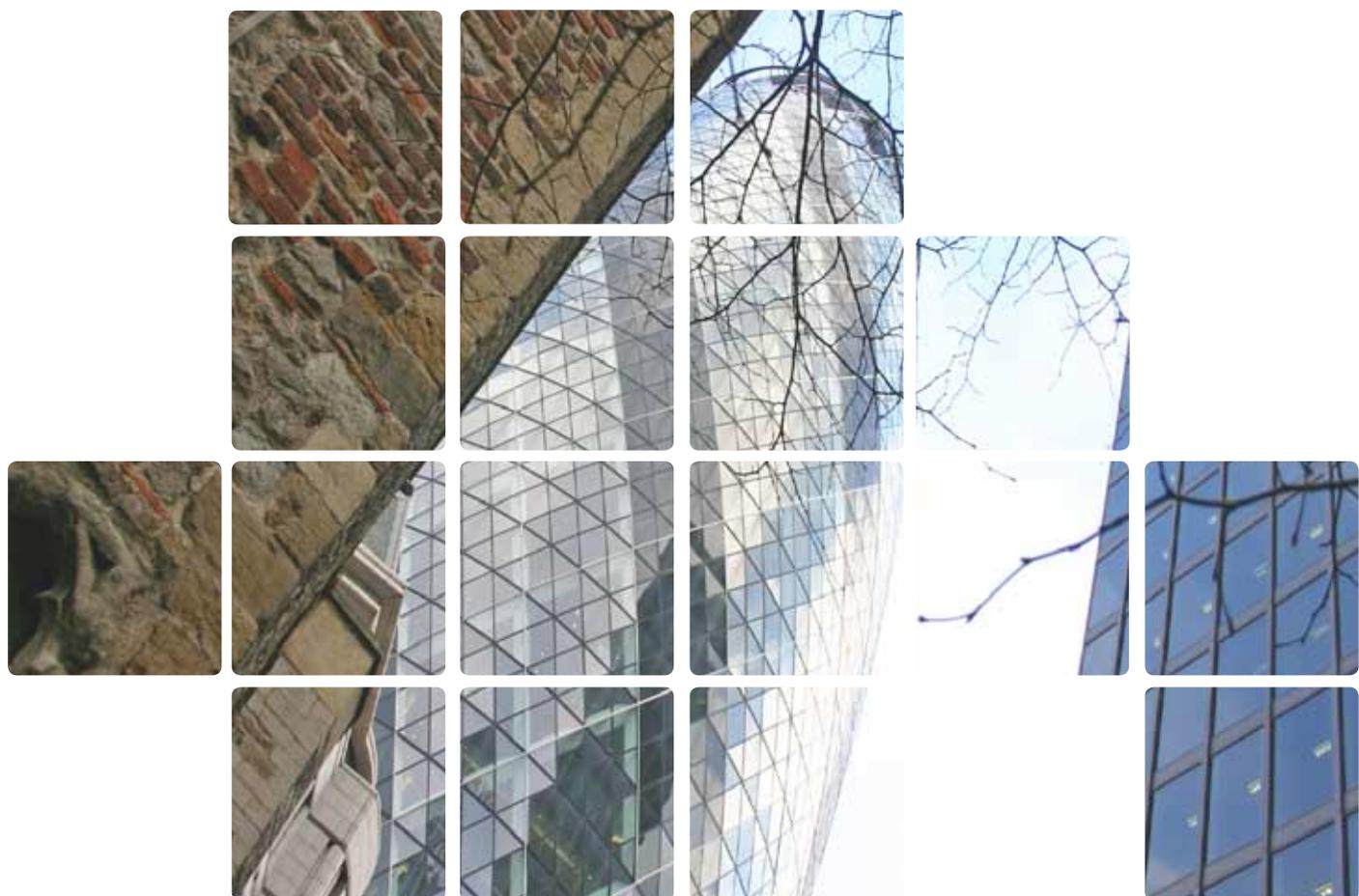
Barclays Bank PLC is a global financial services provider engaged in personal banking, credit cards, corporate and investment banking and wealth and investment management with an extensive international presence in Europe, the Americas, Africa and Asia.

With over 300 years of history and expertise in banking, Barclays operates in over 50 countries and employs 140,000 people. Barclays moves, lends, invests and protects money for customers and clients worldwide.

Further information about Barclays, including information relating to their credit ratings is available on the following website: <http://group.barclays.com/about-barclays/about-us#about-us>

This document is not produced or approved by Barclays for the purposes of the Financial Services and Markets Act 2000. Barclays has not assessed this brochure or the Plan and make no representations or warranties as to the accuracy and completeness of the brochure, or the suitability of the Plan. The Plan is not in any way sponsored, endorsed or promoted by Barclays.

Source: Barclays, 30th July 2012



How the income is payable

Depending on the option chosen, the Plan pays a gross monthly fixed income of 0.52% or a gross annual fixed income of 6.4% regardless of the performance of the Indices, but is subject to Counterparty Risk (see page 4).

Income payments will be credited by BACS to your nominated account, with the first income payment date due on the 30th September 2013 for the annual option and on the 28th October for the monthly option.

If the monthly and annual income payment date falls on a non-working day, payments will be made on the next Business Day.

The table below gives examples of the annual income payable and the total income payable over the full investment term for a range of original investment amounts.

Any references to 'income' mean the fixed monthly payments. Should the performance of the Index result in a capital loss at maturity the total income plus capital returned is likely to be less than the original amount invested.

Any income payments are paid gross and may be liable to tax in your country of residence. In the United Kingdom the income will be subject to income tax (see page 10).

Annual income option

Amount invested	Annual income	Total income paid
£10,000	£640	£3,840
£25,000	£1,600	£9,600
£50,000	£3,200	£19,200
£100,000	£6,400	£38,400

Monthly income option

Amount invested	Monthly income	Total income paid
£10,000	£52	£3,744
£25,000	£130	£9,360
£50,000	£260	£18,720
£100,000	£520	£37,440

How the capital return is calculated

Your capital return at maturity on 28th September 2018 will be based on the performance of the Indices and your original capital is not guaranteed to be returned in full.

You will lose some, or all, of your money if the closing level of one or both of the Indices has fallen by more than 50% from its Opening Level at close of business on any Business Day during the investment term and the Final Level of one or both Indices is below its Opening Level.

If only one Index has fallen below the 50% barrier, your return of capital will be determined by the

lower performing Index on 14th September 2018, even if the lower performing Index has never fallen by more than 50% during the investment term.

In this case, the reduction in your capital investment will equal the difference between the Opening Level and the Final Level of the lower performing Index.

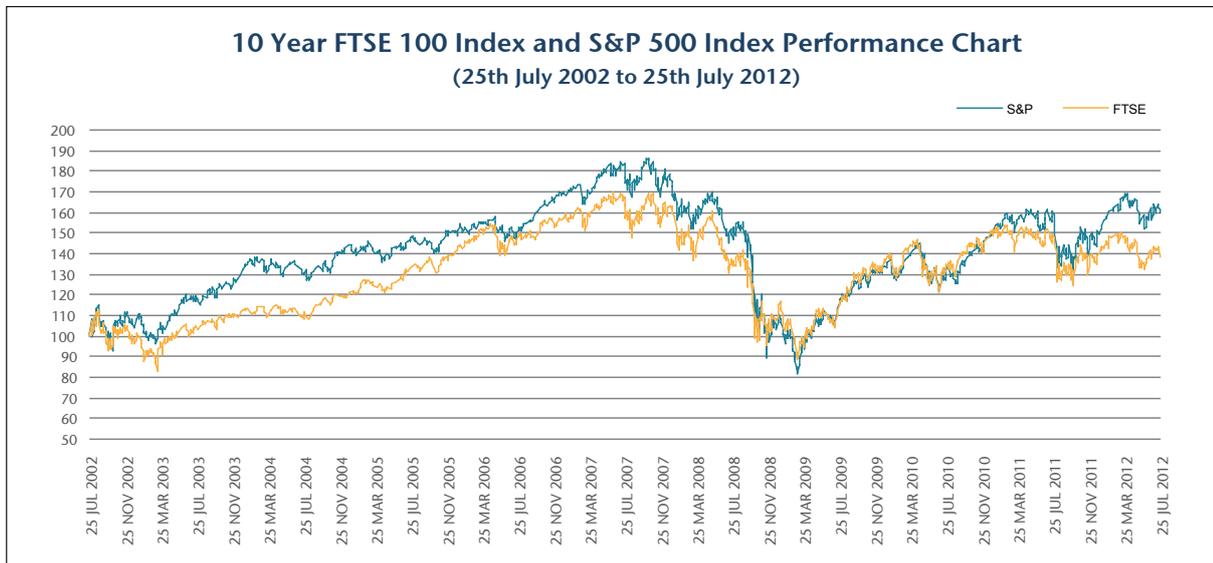
If one or both Indices have fallen by more than 50% but recover such that the Final Levels of both Indices are at or above their respective Opening Levels, your capital will be returned in full, subject to Counterparty Risk (see page 4).

Level of the Indices	Example of capital return at maturity	
£10,000 invested	Closing Levels of the Indices are never less than 50% of their respective Opening Levels during the investment term	Closing Levels of the Indices are more than 50% of their respective Opening Levels during the investment term
Final Level of the Indices	Amount of original capital returned at maturity	Amount of original capital returned at maturity
50% higher	£10,000	£10,000
20% higher	£10,000	£10,000
10% lower	£10,000	£9,000
45% lower	£10,000	£5,500
50% lower	£10,000	£5,000
55% lower	n/a	£4,500
80% lower	n/a	£2,000

The table above gives some examples of the return of capital at maturity based on a range of movements of the Indices. This example is not a prediction of what we believe you might receive

and does not represent the lowest capital return possible. It is designed to illustrate how the return of your capital is calculated. You should be aware that you could lose all of your capital.

The Indices



The table above shows the movements in the Indices over the period 25th July 2002 to 25th July 2012 and emphasises the close correlation between the Indices. You must remember that past performance should not be used as an indicator to the future, as the results shown might have been

achieved during investment conditions that might not be repeated. As the table shows, the values of the Indices do fall, as well as rise.

Source: Meteor Research Department/Bloomberg, 30th July 2012

The FTSE 100 Index and S&P 500 Index

There are now many Indices established by different organisations, all of which are designed to convey to the world how different markets are performing. The most well known of these in the UK is the FTSE 100, while in the US it is the S&P 500.

The S&P 500 Index is an index of 500 leading blue chip companies in the US. It currently includes well known companies, such as Coca Cola, eBay, Time Warner and Microsoft.

The FTSE 100 is made up of the top 100 companies by market capitalisation which operate across the whole marketplace including banking, oils, pharmaceuticals, mining, and retail and include companies such as Barclays, BP, GlaxoSmithKline, RioTinto and Marks & Spencer.

Both Indices are based on market capitalisation and are capital value only indices, i.e., they do not make any allowance for reinvestment of dividends.

Past performance is not a reliable indicator of future performance and should not be used to assess the future returns or risks associated with this product.

Historical Performance

We have back tested the performance of the Indices for every continuous six year period since 3rd January 1984, which is the first date on which both the Indices were operational.

Our research shows that there were 51 occasions out of 5602 completed periods (0.91% of all occasions) that produced a capital loss. In these periods the Indices fell by more than 50% of its Opening Level.

It should be remembered that past performance is no guide to the future and that this may not be replicated over the term of this Plan.

The table below shows how the Plan would have performed over every completed six year period from 3rd January 1984 to 25th July 2012, if it had been available.

	Number of Cycles	Percentage
Number of six year cycles tested	5602	
Number of times the Plan would have returned a loss	51	0.91%
Number of times capital returned in full	5551	99.09%

Source: Meteor Research Department/Bloomberg 30th July 2012.

Disclaimers

The Plan is not in any way sponsored, endorsed, sold or promoted by FTSE International Limited (“FTSE”), the London Stock Exchange Limited (“the Exchange”) or by the Financial Times Limited (“FT”) and none of the FTSE, the Exchange or FT makes any warranty or representation whatsoever, either expressly or implied, either as to the result to be obtained from the use of the index and/or the figure at which the said Index stands at any particular day or otherwise. The FTSE index is compiled and calculated by FTSE. However, none of the FTSE, the Exchange or the FT shall be liable (whether in negligence or otherwise) to any person for any error in the Index nor shall they be under any obligation to advise any person of any error or omission therein. “FTSE” is a trademark of the Exchange and FT and is under licence.

The Plan is not sponsored, endorsed, sold or promoted by Standard & Poor’s, a division of the McGraw-Hill Companies, Inc. (“S&P”). Neither S&P nor the Australian Stock Exchange (“ASX”), or the Toronto Stock Exchange (“TSX”), makes any representation or warranty, expressly or implied, to the owners of the Plan or any member of the public regarding the advisability of investing in securities generally or in the Plan particularly or the ability of the S&P Indices to track general stock market performances. S&P, ASX, TSX have no obligation or liability in connection with the administration or marketing of the Plan.

Taxation

The information contained in this brochure is based on our understanding of rates of tax, current legislation, regulations and practice, which are likely to change in the future and may be applied retrospectively.

When you invest individually, jointly or via a trust, the income payments will be subject to Income Tax. Interest will be paid gross and the rate of tax payable will depend on your own circumstances and tax rates and practice at that time.

Based on current rates, basic rate tax payers would pay 20% income tax, higher rate tax payers 40% and additional rate taxpayers 50%.

The taxation of any income from investments in the Plan made by companies, partnerships or other businesses will depend on the position of the organisation.

Any gains made by SIPPs, SSASs and other pension arrangements will usually be free of tax.

Any interest earned before the purchase of the Securities or after the maturity of the Securities will be subject to income tax and this will be deducted from the interest prior to the purchase of the Securities or payment of the Plan proceeds. If you have invested in an ISA, any such interest will be subject to the 20% flat rate charge applicable to interest earned on deposits held in a stocks and shares ISA. The flat rate charge is not reclaimable from HM Revenue and Customs even if you are a non-tax payer.

Charges

We will buy the Securities at an agreed price that covers all of the establishment and administration costs, the fees and expenses payable to ourselves and each of the financial institutions involved in the provision of the Securities and also the cost of any commission we pay to financial advisers. Further information is available on request. The total charges over the investment term will be up to 7% of the money you invest in the Plan.

Please note that with recent financial market volatility likely to continue in the short term, this may lead to an increase in this charge when we purchase the Securities. In this event all other terms will remain the same and, in particular, will not change the returns available from the Plan which will remain exactly as described in the brochure. We will write to inform you of any changes when we send your initial transaction statement.

No charges are applied directly to the amount you invest or your potential maturity amount and there are no annual management charges.

However, if you need to withdraw your money early, an administration charge of £150 + VAT will be applied. If your Plan is an ISA and you wish to transfer the value of your Plan to another ISA Manager during the term of the Plan, there will be a charge of £250 + VAT.

These are current charges and may increase in the future. Any such increase will be limited to the rise in the Retail Price Index in the period since the Start Date of the Plan.

Risks

Investment risks

- This is a capital-at-risk product (see pages 17 and 18 for a detailed description of capital-at-risk products). The capital return at maturity will depend on the performance of the Indices.
- If one or both of the Indices has fallen by more than 50% from its Opening Level at close of business on any day during the investment term, there may be a loss of capital.
- In this case, if the Final Level of one or both Indices is below its Opening Level the reduction in your original investment will equal the difference between the Opening Level and Final Level of the lower performing Index.
- Should the Indices increase by more than 0.52% per month or 6.4% per annum, the income payments will not be increased above that provided by the Plan.
- The payment of the maturity proceeds will depend on the Final Level of the lower performing Index, as set out in 'How the capital return is calculated' (see page 7). The Plan may therefore be affected by sharp movements in the Indices at those times.
- This Plan is designed to provide either monthly or annual income payments and it is not appropriate if you need to invest for capital appreciation.
- This Plan should only be considered as part of your investment portfolio. You should have other savings that you can access immediately and without penalty to meet any emergency cash needs over the investment term.
- If you tell us that you want to cancel your investment after we have bought the Securities you will only get back the value of the Securities when we sell them, which is likely to be less than your original investment.
- If your circumstances change and you need to withdraw your investment early we will have to sell your Securities back to the Issuer and the value will depend on the price they are prepared to pay. You will also have to pay an administration charge.
- In normal market conditions, it is expected that the Issuer will provide pricing of Securities for investors who need access to their capital before the Maturity Date. However, there is no guarantee that you will be able to redeem your investments before maturity.
- Whilst Barclays intends to provide a secondary market for this investment, there is no guarantee that this intended liquidity will be available.
- You need to take account of the fact that inflation will reduce the value of what you receive back.
- The Opening Level for the Indices applies on the Start Date (14th September 2012) and not the date on which your application form is received. The level may vary significantly between these dates.
- The values of any tax reliefs will depend on your individual circumstances. You should note that the levels and bases of taxation could change in the future. Such changes may be applied retrospectively.
- Re-registration of this investment to a new holder may alter the tax implications indicated on page 10 of this brochure.
- When the Plan matures you might not be able to reinvest the proceeds to achieve the same, or similar, level of potential investment return.

Counterparty risks

- There is a risk that Barclays could fail to make the payments due to us, which is known as Counterparty Risk. In the event of this happening you would lose some or all of your investment as well as any income to which you may have otherwise have been entitled (see page 4).
- When you invest in the Plan, we will use your money to acquire, on your behalf, Securities which are designed to have the characteristics required to achieve the investment objectives of the Plan. The Securities will be issued by Barclays, which has a current credit rating of 'A+' by Standard and Poor's as at the date of this brochure. As with any similar investment the security of your Plan is ultimately dependent on Barclays making to us the payments due from the Securities to allow us to pay you any investment return and any repayment of your investment capital. If Barclays was to fail to meet the repayments due, you would lose some, or all, of your investment.
- The actual and perceived ability of Barclays to meet its obligations may affect the market value of the investment over the term. If Barclays fails to meet its obligations, you may get back less than what is due to you or nothing at all.
- In addition, the terms of the investment may permit Barclays to delay, reduce or withhold payments. These provisions are not intended to circumvent what is legally due to investors but are intended to cover unforeseen events which affect your return, for example, a suspension or delay in receiving share prices.

Risks of transferring an ISA

- Your existing ISA must be transferred in cash, which means your existing ISA Manager will sell the investments held in your current ISA.
- Your existing ISA Manager may charge you an exit or transfer fee. There is the potential for loss of income or growth if markets should rise while your transfer remains pending.
- You could lose some interest if you transfer a cash ISA and decide not to wait for the expiry of any notice period.
- If a cash ISA is transferred into a stocks and shares ISA it cannot be transferred back to a cash ISA at a later date.
- We will not normally accept ISA transfer applications after 31st August 2012, to allow time for us to receive the proceeds from your existing ISA Manager. However, if they do not send us the funds you have requested before the Start Date, we will not be able to purchase Securities for this Plan on your behalf.

We do not provide financial advice or guidance on tax issues and recommend that you talk to a financial adviser before investing in the Plan.

Investing

The minimum investment amount is £10,000

This Plan may be held:

By Individuals

As an individual, jointly, or on behalf of a child under the age of 18.

In Pension Funds

The trustees, subject to the terms of your scheme, can hold this Plan as a permitted investment within any type of pension arrangement, including a SIPP and SSAS.

By Trustees/Companies/Partnerships

This Plan may be held by either trustees, companies or partnerships, subject to relevant articles of association permitting such an investment.

As Individual Savings Accounts (ISA)

The 2012/13 ISA subscription limit is £11,280 for anyone eligible to invest in an ISA. Up to £5,640 of the ISA allowance can be saved in a cash ISA with one provider. The remainder of the £11,280 can be invested in a stocks and shares ISA with either the same or another provider. Alternatively, the full £11,280 can be invested in a stocks and shares ISA with one provider.

Individual Savings Accounts (ISAs) were launched in the UK in 1999 to encourage people to save. They allow you to save and invest without paying any tax on any returns you make from your investment in the Plan. It was announced in the 2010 budget that from 6th April 2011, the annual ISA subscription limits will increase each year by the Retail Prices Index (RPI). This link was amended to the Consumer Price Index (CPI) in the 2011 budget.

The increased limit will be rounded to the nearest multiple of £120. If CPI is negative, the limits will remain unchanged. The limits for the next tax year are usually announced in October.

The minimum transfer value for ISA Transfers into this Plan is £10,000 with no maximum limit. You can transfer an existing stocks and shares ISA into this Plan. Cash ISAs may be transferred into stocks and shares ISAs (but not vice versa).

You can invest in this Plan as a stocks and shares ISA only, using your ISA allowance for the 2012/13 tax year.

Timeline

Last Subscription Dates	
ISA transfer applications	31st August 2012
Applications with cheques	7th September 2012
Applications with bank transfers	12th September 2012
Start Date	14th September 2012
Final Level	14th September 2018
Maturity Date	28th September 2018

Investing

How do I invest?

You simply complete the appropriate application form. Before you do this you should have read the brochure thoroughly, including the Terms and Conditions, and made sure that you understand the nature of an investment in the Plan. The section 'Is this Plan right for me?' will act as a helpful reminder of the questions you should ask yourself (see page 19).

Once you are satisfied that you wish to invest in the Plan, please complete and sign the appropriate application form.

Please remember that if you are applying for an ISA we will need your National Insurance Number.

ISA transfer applications must be received by Meteor two weeks before the Start Date to allow sufficient time to instruct the current ISA Manager and complete the transfer of funds to Meteor.

If you are sending funds via bank transfer please check with your bank to confirm whether their payment system transfers funds instantly or whether there is a clearing period, which can be up to three working days, before cleared funds will be received in the Meteor Client account.

Applications accompanied with a cheque must be received by Meteor one week before the Start Date to allow sufficient time for the cheque to clear. Cheques should be for the full amount you want to invest and be made payable to 'Meteor Investment Management Limited Client Account'. If you are sending in a building society, company or scheme cheque please make sure that it has your name in brackets after the wording above.

Your completed application form and cheque should be sent to your financial adviser or directly to us at 55 King William Street, London, EC4R 9AD.

The Plan is not available to residents of the United States.

Anti-money laundering regulations

Your financial adviser has to verify your identity for the purpose of anti-money laundering regulations and will probably have asked you for documentary evidence in order to fulfil this requirement. We are able to accept the verification provided by your financial adviser but do reserve the right to request additional information and/or documentation to satisfy our own anti-money laundering procedures.

We will also carry out an electronic data check to verify your identity. The check will be carried out using a reliable and reputable electronic database agency. This is not a credit check and will leave a different 'footprint' on your electronic record to that left by a credit check.

All application forms are included in this brochure and are also available at www.meteoram.com.

Frequently asked questions

We hope that the preceding pages have helped you to understand what the Plan is and how it works. We have set out below, answers to some questions you may have in mind about the Plan. Please read this section carefully, along with additional information and the Terms and Conditions that follow. The Terms and Conditions explain the terms on which we will administer the Plan.

■ What is my commitment?

To keep your money invested for the six year and two week term of the Plan.

■ Should I see a financial adviser?

We believe that it is important that you make sure that this Plan is appropriate for you. We do not provide financial advice or guidance on tax issues and recommend that you do talk to a financial adviser before deciding whether to invest in the Plan.

■ How much will any advice cost?

If you receive advice from a financial adviser, he or she will tell you how much the advice will cost. Even if you do not receive any advice we may pay commission to the financial adviser who introduces the business to us. The payment of commission will not affect the returns detailed in the brochure.

■ How can I get a copy of the prospectus?

You can obtain a copy of the approved base prospectus, as supplemented from time to time, and the final terms relating to the Securities to be issued by Barclays on request from Meteor by telephoning 020 7904 1010, emailing info@meteoram.com or writing to 55 King William Street, London, EC4R 9AD.

■ What happens to my money prior to the Start Date?

Upon receipt of cleared funds any money received during the offer period will be held on deposit in our client account and attract interest (see our website www.meteoram.com for details of our current rate) up until the purchase date. Any interest earned, less any tax payable will be used to buy additional Securities on your behalf (subject to a minimum interest being earned of £10).

■ What happens to my money?

The money that you invest, plus any net interest, will be used to buy Securities that are designed to provide the capital and investment returns explained in the brochure.

The terms of the Securities are fixed at outset so there is no ongoing investment management.

The Securities will be held in the name of 'Meteor Nominees Limited' and will be held by our Custodian, which is currently HSBC. You will remain the beneficial owner of the Securities purchased on your behalf.

■ What happens to my money at maturity?

Once we receive your maturity proceeds from the Counterparty we will place these funds in our client account. We will write to you before we receive your money, informing you of your maturity options and provide you with a maturity option form to complete. We will hold your funds until we receive your written instructions.

■ Can I change my mind about investing?

Yes, you can. When we acknowledge your application we will send you a 'Notice of Your Right to Change your Mind'. You have 14 days from the day you receive this to send it back to us. If we receive this after we have bought the Securities for the Plan, you are likely to get back less than you invested.

■ Can I encash/transfer the Plan before maturity?

In normal market conditions you can, although when we sell your Securities back to the Issuer the price is likely to be less than the price you initially paid (see page 11). You will also be charged an administration fee of £150 +VAT for encashment or £250 + VAT for transferring an ISA to another ISA Manager. These are current charges and may increase in the future. Any such increase will be limited to the rise in the Retail Price Index in the period since the Start Date of the Plan. The administration fee will be deducted from the sale proceeds before these are paid to you or transferred to the new ISA Manager.

■ **What happens if the Plan is oversubscribed or the Plan does not proceed?**

If we are unable to invest your money into the Plan for either of these reasons, we will return your initial investment amount to you with any interest which may have accrued on your cleared funds.

For stocks and shares ISA transfers, we will endeavour to return the cash to your previous ISA Manager. Alternatively, we will await your written instruction to either invest in a different Meteor plan or transfer to another ISA Manager, if possible.

■ **What should I do if I have a complaint?**

In the event you should wish to complain at any time about this product, or the service you have received, you may do so by contacting the Complaints Officer, Meteor Asset Management Limited, 55 King William Street, London, EC4R 9AD or by telephoning 020 7904 1010.

We would however draw your attention to the fact that the value of investments can shift unpredictably, and can fall as well as rise and that such a fall is not usually a valid reason for complaint.

■ **What is Meteor's complaint process?**

All complaints will be acknowledged within five working days of receipt. Our acknowledgement will include full details of the complaint procedure we will follow, referral rights to the Financial Ombudsman Service and the name of the Complaints Officer who will be dealing with your complaint.

We will keep you informed during the investigation process so that you know what we are doing to try and resolve your complaint. The Complaints Officer will present the findings and recommendations to a Complaints Committee for review. You will be notified of our conclusions and we will explain how these have been reached.

Full details of our complaint procedure are available upon request.

■ **What are the Compensation Arrangements?**

Meteor Asset Management Limited and Meteor Investment Management Limited are covered by the Financial Services Compensation Scheme (FSCS) and you may be entitled to compensation from the FSCS in the event that we are declared to be in default and if you have a valid claim against us.

In the event that Barclays fails to meet its obligations to pay to us the amount due from the Securities, this will not in itself entitle you to compensation from the FSCS.

You should be aware that whether you are eligible to make a claim under the FSCS will depend on various factors and that there are limits to the amount of compensation the FSCS will pay. You can get further information on the FSCS from us or directly from the FSCS. (See Condition 21 of the Terms and Conditions on page 24 of this brochure).

■ **How do I find out about credit ratings?**

There is information on our website and in this brochure regarding credit ratings and credit ratings agencies. Ongoing information about the ratings of the Counterparty is available on our website and we will, where appropriate, include information relating to credit ratings in your annual statement.

■ **How will you keep me informed?**

We will write to you to acknowledge your application within five working days. With the letter we will send you a summary of your investment and a notice of cancellation.

Shortly after the Start Date we will send you details of the Securities you have bought. We will send you an annual statement showing the position as at the end of each year that your Plan is in force.

You can also elect to access details of your Plan, including transaction details and valuation, by logging on to the client section of our website www.meteoram.com using your individual username and password, which we will provide.

We have also set out below, answers to more general questions you may have about this type of product.

■ **What happens to the Plan if I die?**

If you die during the term of the Plan we will deal with your Investment, as instructed by your personal representatives. Once we receive the required documents, we will provide a value as at the date of death and will explain the options available, which will include re-registering the Securities so that the Securities can be held to maturity.

If your Plan has been set up as an ISA it will cease to be Tax exempt from the date of death.

Should your investment be re-registered to new holder(s), the new holder(s) should consult their tax adviser to consider any tax implications associated with acquiring the Plan investments. Please note that investments in an ISA for this Plan would be subject to CGT when held outside an ISA.

Where a Plan is held jointly by two or more holders, the Plan will be the joint property of all the holders and all instructions must be authorised by all the joint holders. In the event of the death of a joint holder the ownership of the Plan will automatically revert to the remaining joint holder(s).

■ **What are capital-at-risk products?**

They are investments from banking, insurance or investment management firms that can offer attractive returns. Capital-at-risk products usually invest in a variety of stockmarket investments, such as shares or debt securities. Products that put your capital at risk include:

- stockmarket based investments.
- investment bonds and funds that invest in debt securities.
- investments linked to the performance of a stockmarket or some other factor such as a collection of shares.

As an alternative, you could invest directly in:

- shares, and so benefit from any dividends paid
- debt securities, for which you get fixed or variable interest.

The value of direct holdings in shares and other securities can change sharply, down as well as up. Depending on its particular terms and conditions, the value of an investment linked directly or indirectly to a stockmarket may have lesser, similar or greater risk.

■ **How do different capital-at-risk products usually work?**

Stockmarket-based investments

A wide range of such investments are available. These include investment trusts and collective investment schemes, such as open-ended investment companies (OEICs) and unit trusts. The performance of the investments depends on the investment strategy adopted and general stockmarket conditions. The value of stockmarket-based investments can alter sharply because they are linked to the performance of the underlying shares or bonds.

Investment bonds and funds that invest in debt securities

These vary widely and include distribution bonds, with-profits bonds, unit-linked bonds and corporate bond funds. The money you invest is usually put directly into a stockmarket or into fixed or variable interest funds.

Investments linked to an index or other factor

Repayment of the capital is linked to the performance of an index, a combination of indices or some other factor, such as the performance of a collection of shares. Such investments are called 'structured capital-at-risk products'. Some offer a specified level of income over a fixed period while others offer growth that depends on the performance of an index or other factor. These products, and the risks involved, can vary widely. For example, some may involve 'gearing' (the use of borrowing that can increase the amount you get back but will also increase the risks). Others can provide some element of capital protection.

■ **What are the main risks involved with capital-at-risk products?**

- Your capital can fall below the amount you put in;
- The rate of return advertised might be achieved only after a set period; you may not know until that date how well your investment has performed;
- The rate of return you get may depend on specific conditions being met. Even professionals may not be able to judge accurately how likely that will be;
- If you take your money out early, you may get less back than you put in.

■ **What is the difference between a capital-at-risk product and a savings account?**

When you put your money in a Bank or Building Society savings account, its original value doesn't change and you get interest. The return will be comparatively low, because you haven't risked your capital. With capital-at-risk products you may get higher returns, but you are putting your capital at risk and may end up with less than you put in.

■ **How do I know which product to choose?**

Consider your financial needs carefully. Capital-at-risk products are not right for you if you can't afford to lose money or have your money tied up but if you are willing to take risks to benefit from potentially higher rewards, there are many products to look at. Such products should usually only form part of your total portfolio of savings and investments.

■ **If the investment period is fixed, what happens at the end of it?**

At the end of a fixed period your investment will mature and you should get its maturity value. The maturity value may be reduced by charges or a final adjustment if, for example, it depends on the value of an index. Depending on the terms and conditions of the product, you could end up losing some or all of your capital. Also, any income or growth you have received may be subject to tax.

■ **Will I get the advertised rate of return?**

This depends on the terms and conditions under which you have invested. Often the advertised rate illustrates what is possible and is no more certain than that.

This investment places your capital-at-risk. As you may lose some or all of the money you invest it is important that you understand and accept these risks and the possible consequences. If you don't want to risk your capital and are prepared to accept that you may get a lower rate of return, then you should look at less risky, capital-secure investments, such as a savings account with a Bank or Building Society.

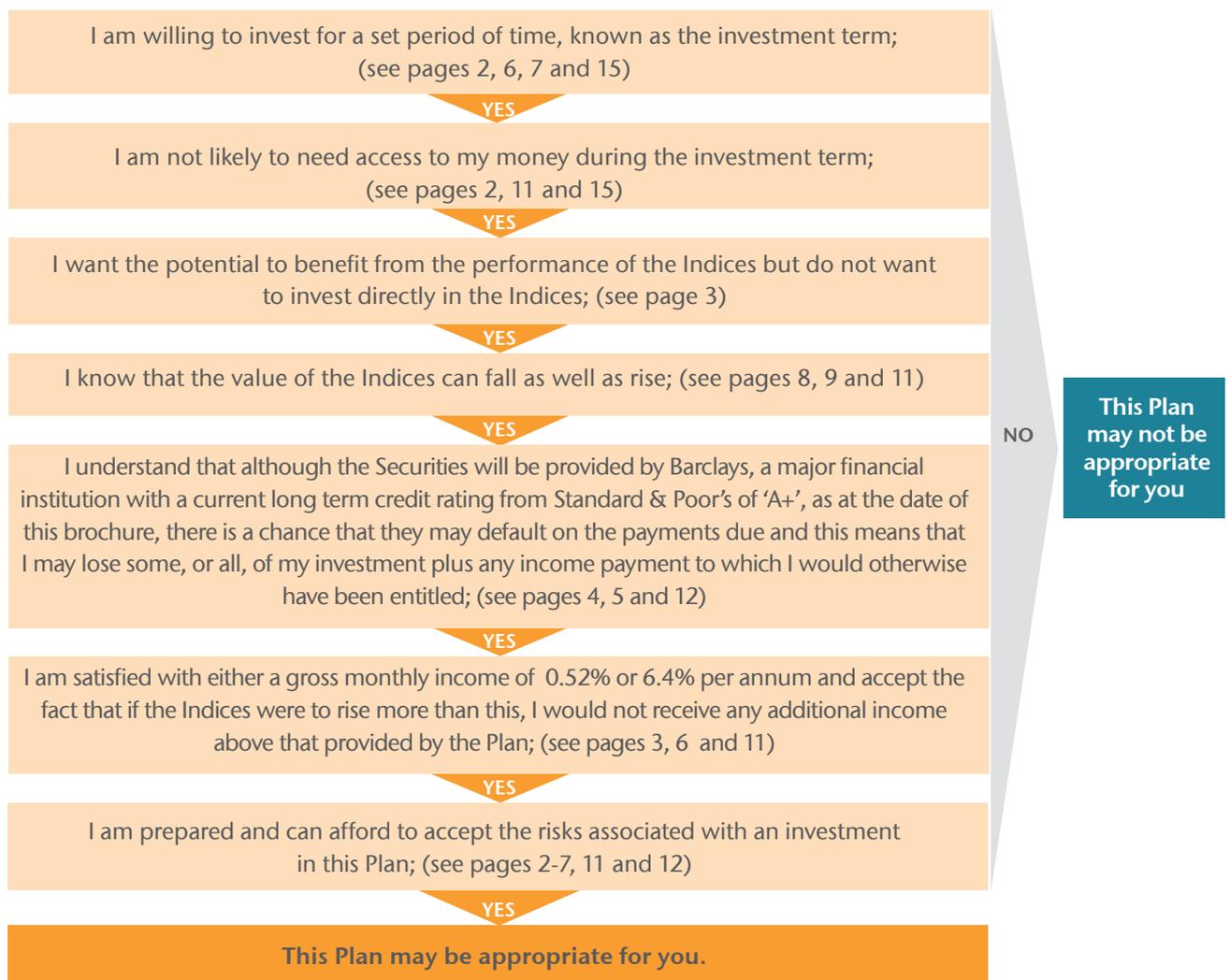
As well as the risks described, the Plan is also subject to the risk that the bank, which issues the Securities may fail and therefore not make the payments due under the Securities as described in this brochure. This risk, known as Counterparty Risk, is described on pages 4 and 12 in this brochure.

Is this Plan right for me?

This Plan is designed for those investors who want to benefit from the performance of the FTSE 100 Index and S&P 500 Index and are prepared to accept risk to their capital in return for a regular income. Before investing, however, it is important that you are comfortable with the Plan and the risks that exist in return for the potential rewards.

You should also be aware that if you do not hold this Plan for the full term, you may not get back the amount you invested. In addition, please note that as this investment is linked to stockmarkets, it is different from depositing money in a Building Society or Bank account, and access to your capital during the investment term is restricted.

The table below should help you decide if this Plan is right for you.



You should seek advice from a financial adviser prior to investing.



Terms and Conditions

These are our standard Terms and Conditions upon which we intend to rely. For Your own benefit and protection You should read these terms, Investment brochure and any accompanying information supplied by us relating to this Plan carefully before signing them. If You do not understand any point please ask for further information.

1. Definitions

Application Form – the form that You must complete, for a Direct Investment or an investment by a pension fund, company or charity to be opened.

Business Day – any day other than a Saturday, Sunday, bank holiday or other UK public holiday.

Counterparty - Barclays Bank PLC

Issuer – Barclays Bank PLC

Meteor Capital Group Limited – the parent company of Meteor Asset Management Limited and Meteor Investment Management Limited.

Nominees – Meteor Nominees Limited is totally owned non-trading subsidiary of Meteor Investment Management Limited.

Plan – ISA, or Direct Investment, as described in the brochure and made up of securities (investments) and cash that We handle on Your behalf.

Plan Administrator – Meteor Investment Management Limited. Meteor Investment Management Limited is authorised and regulated by the Financial Services Authority (FSA) and must follow its rules as amended from time to time (“the Rules”). If there are any differences between the Rules and these Terms and Conditions, the Rules will apply.

Plan Manager – Meteor Asset Management Limited.

Plan Objective – the objective of securing the return described in the brochure to which these Terms and Conditions are attached.

Regulations – HM Revenue and Customs Regulations for Individual Savings Accounts as amended from time to time (the “Regulations”). If there are any differences between the Regulations and these Terms and Conditions, the Regulations will apply.

Securities – the underlying qualifying investments of the Plan, arranged to provide the investment and capital returns set out in the Plan brochure.

Subscription – the amount(s) You pay into Your Plan.

We, us, our – Meteor Asset Management Limited (“Meteor”). Meteor is authorised and regulated by the Financial Services Authority (FSA) and must follow its rules as amended from time to time (“the Rules”). If there are any differences between the Rules and these Terms and Conditions, the Rules will apply.

You, Your – the Plan holder(s) named on the Application Form.

2. Your Application

- a. We may accept a fully and correctly completed Application Form and Subscription from You under the terms of this Agreement. We have the right to reject an application for any reason.
- b. By signing the Declaration on the Application Form You confirm that the information You have provided is accurate and complete.
- c. By completing the Application Form, You instruct us to choose and buy Securities that have been designed to provide the benefits of the Investment as described in the Investment brochure.
- d. You must invest in an ISA with Your own cash or by transferring cash from an existing ISA. We will usually arrange transfers of ISAs with the ISA Manager. These Terms and Conditions will apply to Your ISA transfer as soon as We have received the cash.
- e. We will notify You if by reason of any failure to satisfy the provisions of the Regulations, an ISA has, or will, become void.

- f. If We have to cancel or void Your ISA under the Regulations, You authorise us to hold Your Securities outside the ISA as a Direct Investment. In this case the Terms and Conditions will continue to apply to Your Investment as a Direct Investment. If We have to void Your ISA because You are not eligible to hold it We have the right to deduct any costs or expenses We have incurred.

3. Client Classification

- a. We classify all clients dependent on their knowledge and experience, to ensure that they receive the appropriate level of regulatory protection.
- b. Except where otherwise notified to You in writing, We shall treat You as a retail client for the purposes of the FSA rules to provide the highest level of regulatory protection.
- c. Clients who could fall outside of this classification are other regulated entities, such as insurance companies, investment firms, large occupational pension schemes, listed companies and local or public authorities. Such entities could be classified as either professional clients or eligible counterparties.
- d. Investors We classify as professional clients or eligible counterparties have the right to request a different categorisation to give a higher degree of protection.

4. How We deal with Securities

- a. We will be responsible for buying and selling all securities and will carry out transactions on terms that are at least as favourable as those that We can set when dealing directly with the market maker.
- b. We, or our associated companies, may choose and instruct brokers or dealers (including associated companies) to buy, sell and deal in Securities for Your Plan, or We may do so ourselves as licensed dealers or brokers.
- c. We may keep all commissions or profits arising from those transactions. Your Plan will be debited as soon as We buy investments on Your behalf. We do not have to account for any interest earned pending settlements, i.e., interest We earn on cash We hold while We are waiting to pay for Securities We have bought or to pay You for Securities We have sold.
- d. The amount(s) We invest in Securities to be held in Your Plan will not exceed the amount of cash and investments placed by You under our control.
- e. We will be acting as Your agent in arranging to buy, or sell, these Securities.
- f. We will act as principal in all transactions for Planholders with the Counterparty.
- g. When You invest in the Plan the relevant principal or nominal amount of Securities will be allocated to You by Meteor and will be held by Meteor or its nominee as Your agent and You will be the beneficial owner of those Securities allocated to You.
- h. We may combine Your order with orders of other clients when processing them. If this results in us concluding a number of transactions at different prices, all clients involved in the transactions will pay or receive the same average price. This could result in a less favourable price than if Your transaction was carried out separately. We take all reasonable steps to obtain the best possible result for our customers. We take into account many factors, such as price, costs, speed, likelihood of execution and settlement size, in addition to other considerations relevant to the execution of the order, e.g. market impact. However, due to the nature of the investment the purchase and sale of securities will usually be with the asset provider, who will also be the market maker.

- i. We will not accept further dividends or cash payments into Your Plan after an ISA transfer has been completed
- j. In the case of some Securities, We are required to buy and sell Securities in specific lot sizes or are subject to minimum trade volumes. This can mean that in order to fulfil an order in full, Meteor Capital Group Limited may take a small long or short position in a Security. Where Meteor Capital Group Limited holds a short position the total stock of a security held by Meteor Nominees Limited will be slightly less than total required to cover clients' holdings. Meteor Capital Group Limited posts cash or collateral into Meteor Investment Management's client account to cover the market value of such shortfalls at all times. Such positions are always kept to a minimum and are eliminated as soon as possible.
- k. If, for any reason, We are unable to purchase securities to fulfil the commitments set out in the brochure, Your Subscription will be returned to You, with any interest accrued to the date of repayment.
- l. In the event of any issuer or guarantor becoming unable to meet its obligations to repay the amounts due, You may not receive the amounts Your Plan has been designed to pay and You could lose some, or all, of Your Subscription plus any growth payment to which You would otherwise be entitled.
- m. You, or someone You nominate, can ask to see all entries in our records relating to Your transactions, at any time. We will maintain these records for at least six years after the transaction date.

5. Conflicts of Interest

- a. We take all reasonable steps to identify conflicts of interests between us, including our managers, employees and any person linked directly or indirectly to us, and any client of ours, and also between clients.
- b. Our aim is to manage any such conflicts that do arise and ensure that all customers are treated fairly.
- c. We have:
 - Identified instances within our business where such conflicts are likely, or possible;
 - Apportioned responsibility for conflict management to appropriate personnel, and
 - Formulated a policy to manage these conflicts;
 - Ensured that all personnel are aware of the Company's policy on conflicts and are able to identify any potential conflicts and alert senior management accordingly;
 - Established a procedure for a regular flow of relevant management information for analysis.

We will regularly review the conflict policy to ensure that it is, and remains, suitable and appropriate for our business.

6. Your right to change Your mind

- a. You have the right to cancel Your Plan within 14 days of receiving our acceptance letter and a notice of Your right to change Your mind.
- b. If We have purchased Securities for Your Plan before We receive Your completed cancellation request, the amount You will receive may be less than the amount of Your Subscription, if the price at which We sell the Securities is lower than the price You paid for them.

7. Cash held

- a. You may invest into the Plan only in line with the published terms.
- b. All money belonging to clients is held in a designated client account in the name of Meteor Investment Management Limited pending their placement in the investment or following maturity or earlier redemption of the Securities. This ensures that all clients' money is separate from the funds belonging to us. We do not accept any liability for default by any bank or other financial institution holding funds under these Terms and Conditions. In the event of a default on repayment, any shortfall in clients monies would be apportioned on a pro-rata basis between all investors in the Plan.

- c. We may pay You interest on Your Subscription from the date the funds are credited to the client account. We will calculate interest at a reasonable rate and credit it to You if it goes over a certain minimum which is currently £10. Interest on new Subscriptions, net of any deduction for income tax or the flat rate charge, will be rounded up to the nearest pound.
- d. We will use Your Subscription and interest added to purchase the Securities to be held in the Plan.
- e. At maturity, or earlier redemption of the Securities, We will hold the proceeds in the client account, pending reinvestment of the proceeds in a new Plan with us; or the payment of the proceeds to You, or the transfer of the proceeds to a new ISA Manager.
- f. We will remind You periodically if We hold cash within an ISA pending reinvestment. If such cash is held for a long period the HM Revenue and Customs could void the ISA status of the investment.

8. The Plan Investments

- a. You will be the beneficial owner of the Securities and of any cash held in the Plan.
- b. We will register the Securities held in Your Investment in the name of the Nominees. If appropriate, these will be held by our custodian, which is currently HSBC Bank plc. We are not responsible for the acts or omissions of the custodian. It is not authorised under the Financial Services and Markets Act 2000 and We take responsibility for its acts and omissions. If We were to become insolvent, You might encounter delays in recovering the cash value of Your Investments, and an increased risk of loss. Any shortfall would be shared by all affected investors in the Plan on a pro-rata basis.
- c. We will hold, or arrange for the safekeeping of, any certificate or other document issued which shows title to the Securities. We will not lend documents of title to any other person and money may not be borrowed on Your behalf against the security of these documents.
- d. Unless You tell us otherwise, We may, if the Regulations allow, make arrangements, when appropriate, to use the voting rights of Your Securities.
- e. About a month before the Plan Investments mature or in the event of a potential early maturity, We will contact You to explain the various options available to You at maturity of Your Plan.
- f. We may use agents in connection with the services that We provide to You and may delegate any or all of our powers or duties to any delegate(s) or our choice in accordance with the Regulations. We will satisfy ourselves that any person to whom We delegate any of our functions or responsibilities is competent to carry out those functions and responsibilities.
- g. The Securities are structured so that the amount You are due to receive from Your Plan at maturity is in accordance with the Plan Objective.

9. Charges

- a. The terms on which We will purchase Securities for You will reflect certain charges, fees and expenses. The total charges will be up to a maximum of 7%. This will not affect the calculation of returns described in the Plan brochure.
- b. We will not deduct any charges, fees or expenses from the Plan as long as it stays in force during the term of the Plan.
- c. If the Securities are encashed before the Maturity Date of Your Plan, We will deduct an administration charge of £150.00 plus VAT. If Securities are held with more than one Issuer, this charge will apply to each tranche of Securities that are encashed.
- d. If Your Plan is an ISA and You transfer its value to another ISA Manager during the term of the Plan We will deduct a transfer charge of £250.00 plus VAT.

- e. We reserve the right to increase the charges set out in Conditions 9c & 9d in line with rises in the Retail Prices Index. We will notify You of any change in accordance with Condition 25.

10. Taxation

- a. If Your Plan is an ISA and You live in the UK, You will not, under current tax rules, have to pay UK Income Tax or UK Capital Gains Tax on the profit from the Plan but any losses on Your Plan will be ignored for the purposes of UK Capital Gains Tax.
- b. If Your Plan is, or becomes, a Direct Investment You may, depending on Your circumstances, have to pay tax on any interest or income You receive and/or on any capital gain from selling the Plan.
- c. Where appropriate, We will take tax from interest that is credited to You. If You hold an ISA You should note that a flat-rate charge will be deducted from any interest earned on Your cash balance and We will also account for this to HM Revenue and Customs.
- d. The taxation information in this Condition is based on our understanding of current tax legislation, regulation and practice, which may change in the future and may be applied retrospectively.

11. Keeping You informed

- a. We will send You an acknowledgement of Your Application Form within five working days of receipt.
- b. We will send details of the purchase of Securities for Your Plan, shortly after they have been purchased.
- c. We will give You a report and valuation of Your Plan at yearly intervals, as set out in the brochure.
- d. You can contact us by telephone, Email, fax or letter for any other information You want on the Plan.
- e. We will be able to provide You with information over the telephone after successful completion of Our verification of identity procedures, which may include the need to provide one or more characters from Your confidential password and/or the provision of personal information, from which We can identify You.
- f. You can obtain information on Your investment by accessing our web-based service. When You elect to use the service We will send You a password by Email and username by post. You should use these to enter the secure client section of the website and once in the site You can change either or both of these.
- g. If You ask, We will send You any information We issue to holders of the securities in which You invest. If You ask us to We will invite You to vote at meetings. If You want to go to meetings in person, We will try to arrange this. We have the right to make a reasonable charge for providing these extra services.
- h. We may provide all information and correspondence in electronic format via email and/or web services. We may also offer alternative media for information and correspondence from time to time.

12. Transfers

- a. You have the right to transfer Your ISA to another ISA Manager, as appropriate, at any time and should advise of this in writing.
- b. If You choose to transfer before the Maturity Date of the Plan, as defined in the Plan brochure, We will carry out the sale of the Securities You hold as set out in Conditions 13a & 13b. We will deduct from the sale proceeds the charges outlined in Conditions 9c & 9d before payment to the new ISA Manager.
- c. You cannot transfer part of the Securities You hold in Your Plan unless as specified in 12 (d).
- d. If Your Plan hold securities issued by more than one Issuer, You may, subject to the Regulations, separately transfer the value of the Securities issued by one or more issuers.

13. Closing Your Plan

- a. You may close Your Plan at any time by giving us Your written instructions. This will not affect any transactions We have already started to carry out. We will sell the securities at the next dealing date and issue payment for the net proceeds. We will usually carry out this procedure within 28 business days.
- b. The value of Your Securities will be dependent on the market price of Your holdings at the date of sale. The price will be quoted by the market maker and will reflect the limited market in the Securities. The market maker reserves the right to cease to make a secondary market if market conditions or its corporate circumstances materially change.
- c. If Your Plan holds Securities with more than one Issuer the provisions of Condition 13 (b) will apply independently in respect of each Issuer.
- d. Before You close or transfer Your Plan prior to maturity You should consider that the Plan is designed to be held for the full investment term.
- e. If circumstances arise where We need to close Your Plan at any time We will notify You in writing and in accordance with Condition 25. This will not affect any transactions We have already started to carry out.
- f. Once this agreement has ended, We will not carry out any transactions, except to allow us to pay the proceeds of the Securities in accordance with Your instructions.

14. Death

- a. If You die during the term of the Plan We will act on the instructions of Your personal representatives.
- b. We will confirm the value of the Securities as at the date of death and will advise Your personal representatives of our requirements.
- c. If they elect to do so they are able to re-register the ownership of the Plan and hold it to the Maturity Date.
- d. If Your personal representatives wish to encash the Securities the charge set out in Clause 9c will apply.
- e. If Your Plan is an ISA it will cease to be exempt from tax from the date of death.

15. Prevention of money laundering

- a. Your financial adviser has to verify Your identity for the purpose of anti-money laundering regulations and will probably have asked You for sight of various documents in order to fulfil this requirement. We are able to accept the verification provided by Your adviser but do reserve the right to request additional information and/or documentation to satisfy our own anti-money laundering procedures.
- b. We will carry out electronic checks on Your identity before We can accept an application from You or prior to selling Shares on Your behalf. This is so that We can be sure that We are taking instructions only from the correct person. The check will be carried out using a reliable and reputable electronic database agency. This is not a credit check and will leave a different 'footprint' on Your electronic record to that left by a credit check.
- c. This enables us to comply with the UK anti-money laundering regulations and the Rules and is for Your protection. In completing an application You give Us permission to obtain such information.
- d. It might be necessary for us to ask You for, and for You to provide, more information as part of this process.

16. Providing information to the HM Revenue and Customs

- a. You authorise us to give the HM Revenue and Customs all relevant details of Your ISA which they may reasonably ask for at any time.
- b. We will tell You if Your ISA has or will become invalid.

17. Communications and unwanted calls

- a. We will usually only communicate with and report to You in writing.
- b. You give us permission to communicate by email or to phone You if We need to do so but only at a reasonable hour.

18. Corporate and Trustee Planholders

- a. If You are a company or corporate trustee You confirm that:
 - You have the corporate authority to make a Subscription.
 - By making a Subscription You do not breach any of Your constitutional documents.
 - You have provided an up-to-date list of signatories.
- b. You agree to give us any documents and information that We ask for in support of Your application.
- c. If You are a trustee You confirm that:
 - You are an authorised trustee of the relevant trust.
 - You have the authority and consent to make a Subscription.
 - By making a Subscription You do not breach the constituting trust documents.
 - You have provided an up to date list of trustees and signatories.
- d. You agree to give us any documents and information that We ask for in support of Your application.

19. Liability

- a. We will use reasonable care and skill to carry out the obligations set out in these Terms and Conditions and will be liable to You only for any negligence or deliberate fraud on our part, or that of any associated companies or any employees of one or more of those companies, if a Rule or a Regulation is broken. We will not be liable to You or have any responsibility for any loss or damage You suffer as a result of any event or circumstance that is not reasonably within our control. We will not be liable to You for any act or fraud by any person, firm or company through or with whom transactions are carried out on our behalf (other than any bankers, firms, companies or any employees of companies who are associated companies).
- b. We will not be liable or have any responsibility of any kind for any loss or damage You suffer as a result of any failure, interruption or delay in carrying out our obligations resulting from:
 - Breakdown or failure of any telecommunications or computer service;
 - Industrial disputes;
 - Failure of other people to carry out their obligations;
 - Acts of governments or international authorities;
 - Any other event or circumstance that is not reasonably within our control.
- c. We maintain insurance cover to indemnify clients against (among other things) any of our employees dishonestly using funds or shares or other qualifying investments.
- d. Nothing in these Terms and Conditions of business will exclude, or restrict to an extent prohibited by the rules of the FSA, any duty or liability We may have under the regulatory system (as defined by the FSA rules). Nothing in these Terms and Conditions of business will exclude any obligations We may have in common law.

20. Complaint Handling

- a. You may complain to the Compliance Officer about any aspect of Your dealings with us, at the address shown within the brochure.
- b. If You ask us to We will send You written details of how We will deal with Your complaint.
- c. If You are not satisfied with the way We have dealt with Your complaint You can complain to the Financial Ombudsman Service at South Quay Plaza II, 183 Marsh Wall, London E14 9SR.
- d. Making a complaint will not affect Your right to take legal action.

21. Access to the Financial Services Compensation Scheme

- a. Meteor Asset Management Limited and Meteor Investment Management Limited are covered by the Financial Services Compensation Scheme and You may be entitled to compensation from the scheme if We cannot meet our obligations.
- b. In the event that the Issuer who We deal with on Your behalf fails to meet its obligations to pay to us the amount due from the Securities You will not, for that reason alone, be entitled to compensation.

- c. Your entitlement would depend on the type of business and the circumstances of the claim. Most types of investment business are covered for £50,000 per person per firm.
- d. You can get more information about compensation arrangements from the Financial Services Compensation Scheme.
- e. If the performance of the investments does not match any illustrated benefits, You will not, for that reason alone, be entitled to any compensation under the Financial Services Compensation Scheme.

22. Governing law

- a. The Securities are governed by English law.

23. Enforcement

- a. If any of these Terms are held to be unenforceable this shall not affect the validity and enforceability of the remaining provisions. The unenforceable provision will be replaced by an enforceable provision which comes closest to the intention underlying the unenforceable provision and which is of similar economic effect.
- b. If We fail, or choose not to, enforce any provision of these Terms and Conditions this will not constitute a waiver of our right to subsequently enforce such provision or any other provision of these Terms.
- c. None of our employees, officers or agents may verbally alter, modify or waive any provision of these Terms and Conditions.

24. Data Protection statement

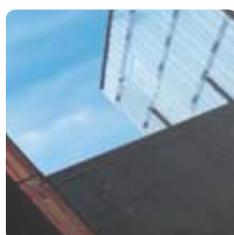
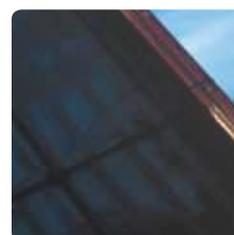
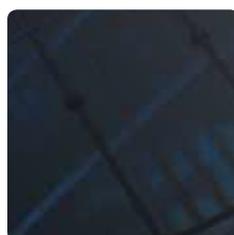
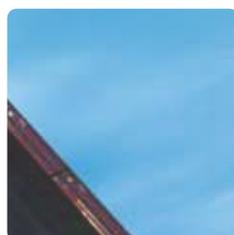
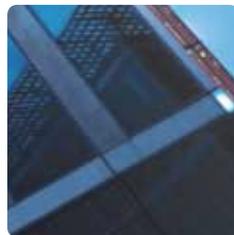
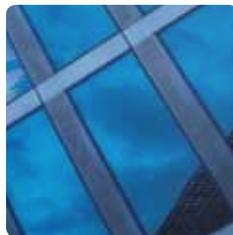
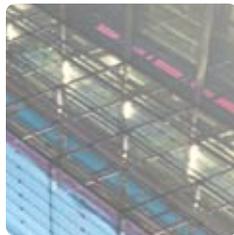
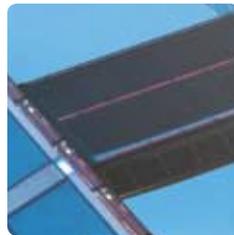
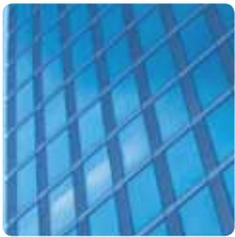
- a. We may hold personal and financial information on computer and manual systems and use this to handle and service Your investment and to put together statistics for assessment and analysis.
- b. We may make Your personal and financial information available:
 - To Associated Companies (as defined in Section 416 of the Income and Corporation Taxes Act 1988) to process this application (We or they may contact You by mail, phone or email with products or services that may interest You);
 - To Your financial adviser by email or other means, including a secure internet service;
 - As We are obliged to under the requirements of any law, regulation or court order that We must follow;
 - To You if You ask and in line with the Data Protection Act 1998;
 - To transfer the data to third party service providers and agents;
 - To transfer the data outside of the European Economic Area e.g. to a low cost processor or for IT back-up purposes.
 - To use the data for fraud prevention and anti-money laundering purposes; and
- c. You should notify us of changes in Your data.
- d. If You require a copy of the information We hold on You, You should write to our Data Protection Officer.

25. Amendment to these Terms and Conditions

We may vary these Terms and Conditions from time to time by giving You at least one month's notice of such change. We will only make changes for good reason including but not limited to:

- Making them clearer and more favourable to You;
- Reflecting legitimate increases or reductions in the cost of providing the service to You;
- Providing for the introduction of new systems, services, changes in technology and products;
- Rectifying any mistakes that may be discovered in due course;
- Reflecting a change of applicable law or regulation

Any amendment which is made to reflect a change of applicable law or regulation may take effect immediately or otherwise as We may specify.



5. Appropriateness questions

1. Please indicate if you have ever held:

Any investment where the capital and investment returns are variable and are based on the performance of the underlying securities, such as equities, commodities, indices or corporate bonds.

A structured product (a fixed term investment such as the one you are applying for).

2. Do you understand that the amount of interest paid over the term of the Plan will depend on the performance of the FTSE 100 Index and the S&P 500 Index?

Yes No

3. Do you understand that the plan is designed to be held for the full investment term and if you were to cash in early the amount you receive would depend on the value of the investment at the date of sale and that this value could be less than the amount you invested?

Yes No

4. Do you understand the charges associated with your Plan?

Yes No

5. Do you understand the personal tax implications of your investment?

Yes No

6. Have you re-read the 'Is this Plan right for me' page of the brochure to make sure that you are happy that all of the 'yes' statements relating to the nature of the investment are appropriate to you?

Yes No

6. Declaration and authority

I/we declare that I/we am/are 18 years of age or over and that I/we am/are not, or acting on the behalf of, a resident of the United States; and that I/we will not assist any person who is so resident to acquire Securities in the Plan. Further I/we agree to inform you immediately should I/we become a resident(s) of the United States. I/we confirm adherence to the requirements contained in the Terms and Conditions.

I/we will inform Meteor without delay of any change in my/our circumstances affecting any of the information in this form.

Applicable to all ISA Applicants: I declare that: **1.** All subscriptions made, and to be made, belong to me; **2.** I am 18 years of age or older; **3.** I have not subscribed and will not subscribe more than the overall subscription limit in total to a cash ISA and a stocks and shares ISA in the same tax year; **4.** I have not subscribed and will not subscribe to another cash ISA in the same tax year that I subscribe for this cash ISA; **5.** I am resident and ordinarily resident in the United Kingdom for tax purposes or, if not so resident, perform duties which, by virtue of section 28 of Income Tax (Earnings and Pensions) Act 2003 (Crown employees serving overseas), are treated as being performed in the United Kingdom, or, am married to, or in a civil partnership with, a person who performs such duties, and I will inform Meteor immediately if I cease to be so resident and ordinarily resident or to perform such duties, or be married to, or in a civil partnership with, a person who performs such duties; **6.** I will inform Meteor without delay of any change in my circumstances affecting any of the information in this form.

I/we authorise Meteor: 1. to hold my/our cash subscription, Direct investments, ISA investments, interest, dividends and other rights or proceeds in respect of those investments and any cash or other proceeds; 2. to make on my/our behalf any claims to relief from tax in respect of ISA investments.

I/we have read the Dual Index Fixed Income Plan September 2012 brochure and Terms and Conditions and accept the terms under which my/our investments will be managed. I/we declare that this application form has been completed to the best of my/our knowledge and belief. I/we understand that Meteor does not provide investment advice and confirm that I/we either do not require such advice or have received advice on this investment from a financial adviser as shown above.

I/we recognise that if I/we have received financial advice, my/our financial adviser is not acting as agent to the Issuer or its affiliates.

Signature:

Date:

2nd Signature:

Date:

FOR FINANCIAL ADVISER'S USE ONLY

Financial adviser:

Special instructions re: investment:

FSA Number:

Name of adviser:

Prevention of money laundering

I can confirm that I have carried out the appropriate identity checks and have retained a completed 'Verification of Identity Certificate' and relevant supporting documents, which are available on request. I have seen the original documents and any that need a signature were already signed.

Signed on behalf of the above:

When you have filled in and signed this application form, please return it to your financial adviser or to Meteor Asset Management Limited, 55 King William Street, London EC4R 9AD.

**see new version
for ISA TRANSFER**

**see new version
for ISA TRANSFER**

3. Do you understand that the plan is designed to be held for the full investment term and if you were to cash in early the amount you receive would depend on the value of the investment at the date of sale and that this value could be less than the amount you invested? Yes No
4. Do you understand any charges associated with your Plan? Yes No
5. Do you understand the personal tax implications of your investment? Yes No
6. Have you re-read the 'Is this Plan right for me' page of the brochure to make sure that you are happy that all of the 'yes' statements relating to the nature of the investment are appropriate to you? Yes No

6. Authorised Signatures

The exercise of any options under the Terms and Conditions of the **Dual Index Fixed Income Plan September 2012** must be authorised by the requisite number of authorised signatories or, where a number is not stipulated, by at least one authorised signature. Please provide the names and sample signatures of all those who will be Authorised Signatories. If you require more than five, please continue on a separate sheet of paper. Where there is any change to the Authorised Signatories, please notify Meteor in writing giving the date of the change (Meteor will be entitled to rely on the previous list until it is informed to the contrary).

Signed:	<input type="text"/>	Name:	<input type="text"/>	Date:	<input type="text"/>
Signed:	<input type="text"/>	Name:	<input type="text"/>	Date:	<input type="text"/>
Signed:	<input type="text"/>	Name:	<input type="text"/>	Date:	<input type="text"/>
Signed:	<input type="text"/>	Name:	<input type="text"/>	Date:	<input type="text"/>
Signed:	<input type="text"/>	Name:	<input type="text"/>	Date:	<input type="text"/>

7. Declaration

- I/we apply as Trustees/Authorised Parties for the **Dual Index Fixed Income Plan September 2012** to be issued on Meteor standard Terms and Conditions or special Terms and Conditions appropriate to my/our investment. If any amendment to the standard Terms and Conditions shall apply to my/our investment, Meteor will notify me/us of any such Terms and Conditions before proceeding with the acceptance of the application.
- I/we confirm that:
 - my/our powers of investment, and delegation of those powers, permit me/us to invest the assets of the Scheme, or part of them not less than the part which I/we propose to invest, in the Plan(s) now applied for;
 - the investing scheme is a registered pension scheme under Part 4 of the Finance Act 2004 (or an application for its registration has been made) and I/we undertake to advise Meteor immediately if it ceases to be a registered pension scheme or if its application for registration is withdrawn or refused.
- I/we will tell Meteor if the Scheme is not granted exempt approval or if that approval is withdrawn.
- I/we understand and agree that any investments in the Plan(s) will be allocated in accordance with my/our instructions to Meteor (which includes any set out in the 'Investment Details' section of this application).
- This application and the Terms and Conditions referred to in 1. above shall form the basis of the contract between me/us and Meteor. I/we acknowledge receipt of the Terms and Conditions, further copies of which are available on request.

6. I/we confirm that the information given in the application, whether in handwriting or not, is true and complete.

I/we have read the Brochure and Terms and Conditions and accept the terms under which my/our investment(s) will be managed. I/we declare that this application form has been completed to the best of my/our knowledge and belief. I/we understand that Meteor does not provide investment advice and confirm that I/we either do not require such advice or have received advice on this investment from a financial adviser.

I/we recognise that if I/we have received financial advice, my/our financial adviser is not acting as agent to the Issuer or its affiliates.

For and on behalf of the Trustees of the Scheme:

Signed:	<input type="text"/>
Name:	<input type="text"/>
Signed:	<input type="text"/>
Name:	<input type="text"/>
Date:	<input type="text"/>

FOR FINANCIAL ADVISER'S USE ONLY

Financial adviser:

FSA Number:

Name of adviser:

Special instructions re: investment:

Prevention of money laundering

I can confirm that I have carried out the appropriate identity checks and have retained a completed 'Verification of Identity Certificate' and relevant supporting documents, which are available on request. I have seen the original documents and any that need a signature were already signed.

Signed on behalf of the above:

Please note: It is necessary to verify the identity of the provider of funds, i.e. the settler, those who have control over the funds, i.e. the Trustees and any controllers who have the power to remove the trustees. For discretionary and offshore trusts, the nature and purpose of the trust and original source of funding should be ascertained.

When you have filled in and signed this application form, please return it to your financial adviser or to **Meteor Asset Management Limited, 55 King William Street, London EC4R 9AD.**

Dual Index Fixed Income Plan September 2012

Application Form for Trustees, Companies and Partnerships



Please complete all the appropriate fields on this form, using BLOCK CAPITALS in blue or black ink.

1. Applicant details

Trust/Company/ Partnership name:	<input type="text"/>	Type of trust:	<input type="text"/>
Address for correspondence:	<input type="text"/>	(if applicable)	
	<input type="text"/>	Name of administrators:	<input type="text"/>
	<input type="text"/>	(if applicable)	
	<input type="text"/>	Contact name:	<input type="text"/>
	<input type="text"/>	Contact tel no:	<input type="text"/>
Postcode:	<input type="text"/>	Email:	<input type="text"/>

2. Investment (minimum £10,000)

Please indicate the amount you wish to invest:

Monthly £ Annual £

Please indicate method of payment:

Cheque Electronic payment

Please ensure that payments reach us as per the appropriate subscription dates outlined on page 2 of this brochure.

Please make your **cheque** payable to **Meteor Investment Management Limited Client Account**. If you are sending us a building society cheque it should include (ref: your name). Please send completed cheque and application form to **Meteor Asset Management Limited, 55 King William Street, London EC4R 9AD**.

If you send money by **bank transfer**, the details you require are:
Meteor Investment Management Limited Client Account
HSBC Bank plc
IBAN: GB86MIDL40271593666182
Sort Code: 40-27-15
Account Number: 93666182.

Your bank details for income and maturity payments

Bank name:	<input type="text"/>	Bank sort code:	<input type="text"/>
Account name:	<input type="text"/>	Account number:	<input type="text"/>
Reference (if any):	<input type="text"/>		

Building Society Reference or Roll No:

3. Provision of Information

For security purposes, please provide us with a password so we can give you information over the telephone:

Please indicate if you would like access to our web-based services (if so, please make sure you have provided your email address in 1. above) Yes No

4. Have you received financial advice?

We recommend that all customers seek financial advice to help establish whether this investment fits with their circumstances and financial objectives.

Have you received financial advice relating to this investment?

Yes, I/We have received advice from (name of firm)

No, I/We haven't received financial advice.

If you have received advice, please proceed to section 6.

If you have not taken financial advice, please answer the following questions so that we can assess whether the plan is appropriate for you.

5. Appropriateness questions

1. Please indicate if you have ever held:

- Any investment where the capital and investment returns are variable and are based on the performance of the underlying securities, such as equities, commodities, indices or corporate bonds.
- A structured product (a fixed term investment such as the one you are applying for).

2. Do you understand that the amount of interest paid over the term of the Plan will depend on the performance of the FTSE 100 Index and the S&P 500 Index?

Yes No

- 3. Do you understand that the plan is designed to be held for the full investment term and if you were to cash in early the amount you receive would depend on the value of the investment at the date of sale and that this value could be less than the amount you invested? Yes No
- 4. Do you understand any charges associated with your Plan? Yes No
- 5. Do you understand the personal tax implications of your investment? Yes No
- 6. Have you re-read the 'Is this Plan right for me' page of the brochure to make sure that you are happy that all of the 'yes' statements relating to the nature of the investment are appropriate to you? Yes No

5. Authorised Signatures

The exercise of any options under the Terms and Conditions of the **Dual Index Fixed Income Plan September 2012** must be authorised by the requisite number of authorised signatories or, where a number is not stipulated, by at least one authorised signature. Please provide the names and sample signatures of all those who will be Authorised Signatories. If you require more than five, please continue on a separate sheet of paper. Where there is any change to the Authorised Signatories, please notify Meteor in writing giving the date of the change (Meteor will be entitled to rely on the previous list until it is informed to the contrary).

Signed:	<input type="text"/>	Name:	<input type="text"/>	Date:	<input type="text"/>
Signed:	<input type="text"/>	Name:	<input type="text"/>	Date:	<input type="text"/>
Signed:	<input type="text"/>	Name:	<input type="text"/>	Date:	<input type="text"/>
Signed:	<input type="text"/>	Name:	<input type="text"/>	Date:	<input type="text"/>
Signed:	<input type="text"/>	Name:	<input type="text"/>	Date:	<input type="text"/>

6. Declaration

- 1. I/we apply as Trustees/Authorised Parties for the **Dual Index Fixed Income Plan September 2012** to be issued on Meteor standard Terms and Conditions or special Terms and Conditions appropriate to my/our investment. If any amendment to the standard Terms and Conditions shall apply to my/our investment, Meteor will notify me/us of any such Terms and Conditions before proceeding with the acceptance of the application.
- 2. I/we confirm that my/our powers of investment, and delegation of those powers, permit me/us to invest the assets or part of them not less than the part which I/we propose to invest, in the Plan(s) now applied for.
- 3. I/we understand and agree that any investments in the Plan(s) will be allocated in accordance with my/our instructions to Meteor (which includes any set out in the 'Investment Details' section of this application).
- 4. This application and the Terms and Conditions referred to in 1. above shall form the basis of the contract between me/us and Meteor. I/we acknowledge receipt of the Terms and Conditions, further copies of which are available on request.
- 5. I/we confirm that the information given in the application, whether in handwriting or not, is true and complete.

I/we have read the Brochure and Terms and Conditions and accept the terms under which my/our investment(s) will be managed. I/we declare that this application form has been completed to the best of my/our knowledge and belief.

I/we understand that Meteor does not provide investment advice and confirm that I/we either do not require such advice or have received advice on this investment from a financial adviser.

I/we recognise that if I/we have received financial advice, my/our financial adviser is not acting as agent to the Issuer or its affiliates.

For and on behalf of:

Signed:

Name:

Date:

FOR FINANCIAL ADVISER'S USE ONLY

Financial adviser:

FSA Number:

Name of adviser:

Special instructions re: investment:

Prevention of money laundering

I can confirm that I have carried out the appropriate identity checks and have retained a completed 'Verification of Identity Certificate' and relevant supporting documents, which are available on request. I have seen the original documents and any that need a signature were already signed.

Signed on behalf of the above:

Please note: It is necessary to verify the identity of the provider of funds, i.e. the settler, those who have control over the funds, i.e. the Trustees and any controllers who have the power to remove the trustees. For discretionary and offshore trusts, the nature and purpose of the trust and original source of funding should be ascertained.



Approved and issued by Meteor Asset Management Limited.

Meteor Asset Management is authorised and regulated
by the Financial Services Authority, FSA Number 459325.

Financial Services Authority: 25 The North Colonnade, Canary Wharf, London E14 5HS.

M00238_30072012

Meteor Asset Management Limited
55 King William Street
London EC4R 9AD

Tel +44 (0)20 7904 1010
Fax +44 (0)20 7283 1355
Email info@meteoram.com
Web www.meteoram.com