

capital-at-risk



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FTSE® 5 / FTSE® 100 Monthly Defensive Plan

October 2014

www.meteoram.com





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Investing in this Plan puts your capital at risk. You may lose some or all of your investment.

This brochure explains the features of the Plan. Please ensure that you read this document fully prior to making an investment. Meteor does not provide financial advice. We recommend that you talk to a financial adviser who will be able to help you assess whether the Plan is suitable for you. You should conduct such independent investigation and analysis of the tax treatment of an investment as you feel appropriate, to evaluate the merits and risks of an investment in the Plan. The information on taxation contained in the brochure is based on our understanding of rates of tax, current legislation, regulations and practice, which are likely to change in the future and which may be applied retrospectively.



Plan Summary

Term	A maximum six year two week investment		
Underlying assets	<ul style="list-style-type: none"> ■ BAE Systems Plc (Aerospace/Defence) ■ BP Plc (Energy) ■ Rio Tinto plc (Mining) ■ Standard Chartered Plc (Financial) ■ Vodafone Group Plc (Telecommunications) (each a 'Share', collectively the 'Shares'). <ul style="list-style-type: none"> ■ FTSE 100 Index (the 'Index'). 		
Counterparty	Morgan Stanley (the 'Guarantor')		
Issuer	Morgan Stanley B.V.		
Return of capital	This is a capital-at-risk product. The capital return is based on the performance of the Shares and the Index. You may lose some, or all of your money if, on 12 October 2020, the Final Share Level of any of the Shares is below 85% of its respective Opening Share Level and the Final Index Level is below 60% of the Opening Index Level. The amount you would lose will equal the percentage that the Final Index Level is below the Opening Index Level.		
Investment return	The investment return is dependent on the performance of the Shares. If, on any Measurement Date, the closing levels of all five Shares are at least equal to 85% of their respective Opening Shares Levels, the Plan will mature early and make a gross investment return of 0.9% of the money you invest for each monthly period that the Plan has been in force. The first Measurement Date will be on 12 October 2015, twelve months after the Start Date. Thereafter, the performance of the five Shares will be measured monthly. If the Plan runs for the full term, it will provide a gross investment return of 64.80% as long as the Final Share Level of the lowest performing Share is at least 85% of its Opening Share Level.		
Tax treatment	It is our understanding that any investment return from a direct investment by individuals or Trusts, into this Plan is expected to be subject to Capital Gains Tax.		
Available for investment as	<ul style="list-style-type: none"> ■ Individual or joint applications ■ Stocks and shares NISAs in respect of the 2014/15 tax year ■ NISA transfers ■ Pension schemes ■ Trustees, companies and partnerships This Plan is not available to residents of the United States		
Securities	The Securities purchased will be Notes issued by Morgan Stanley B.V. and guaranteed by Morgan Stanley. These Securities can be viewed in a similar way to a loan to the Issuer and are linked to the performance of Preference Shares issued by Sienna Finance UK Limited. The return of any capital and any potential investment return depend on the ability of Morgan Stanley B.V. and Morgan Stanley to make the payments due from the Securities.		
ISIN	XS1099723980	Listing	Irish Stock Exchange
Base Prospectus	You can obtain a copy of the Base Prospectus relating to the Securities and any further information about the Plan on request from Meteor or by visiting our website at www.meteoram.com		
Meteor distribution fee	We will receive a distribution fee of up to 2.75%. We use this fee to cover our costs for the preparation of the Plan literature and information, as well as marketing the Plan. We also use this fee to offset standard administration charges that would otherwise have been payable. This fee may also be used to cover payments to introducers, where necessary.		



Key Risks

Risk to capital and investment returns

- This is a capital-at-risk product and you could lose some, or all, of the money you invest in the Plan.
- The capital return at maturity will depend on the performance of the Index unless an investment return is triggered and you could lose some, or all, of the money you invest.
- It is possible that no investment return will be payable at all.

Access to capital

- If your circumstances change and you need to encash the investment before Maturity, the Securities would have to be sold and you may not receive back all of the amount you originally invested in the Plan. You will also have to pay an administration charge.
- In normal market conditions, it is expected that Morgan Stanley & Co. International plc (the Determination Agent) will provide pricing of the 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 any investment before the Maturity Date as the decision about whether market conditions are normal will be taken by the Determination Agent (see Liquidity risks).

Counterparty risk

- It is possible that the Issuer and/or Guarantor, could collapse or fail to make the payments due from the Securities. If this happened you would lose some, or all, of the money you invest in the Plan, as well as any investment returns to which you might otherwise have become entitled.
- The actual and perceived ability of the Issuer and/or Guarantor to meet its obligations may affect the market value of an investment over the term. If the Issuer and/or Guarantor fail to meet its obligations, you will get back less than is due to you or nothing at all.

The risks associated with this Plan are not limited to those listed above, but these are the key risks. Further risks are outlined on pages 17 to 19.

Key Dates

Closing date for Plan subscriptions	<ul style="list-style-type: none"> ■ NISA transfer applications ■ Applications with cheques ■ Applications with bank transfers 	26 September 2014 2 October 2014 8 October 2014
Start Date	10 October 2014	
Opening Share Levels	Closing levels of the Shares on	10 October 2014
Opening Index Level	Closing level of the Index on	10 October 2014
Measurement Dates	12 October 2015, 10 November 2015 and monthly thereafter. If the Measurement Date falls on a non-working day, then the performance of the Shares will be measured on the next Business Day.	
Final Share Levels	Closing levels of the Shares on	12 October 2020
Final Index Level	Closing level of the Index on	12 October 2020
Maturity Date	26 October 2020	



How the Plan works

An investment in the Plan constitutes a contractual arrangement with Meteor Asset Management Limited. If you have agreed that we pay an adviser charge to your adviser (see page 20), this amount will be deducted and the remainder will be the capital you invest in the Plan. We will use this amount 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 Issuer and/or Guarantor will be responsible for the payment to the Plan Manager of any return of capital and any investment return due from the Securities. The return of any capital and any investment return is therefore dependent on the ability of the Issuer and/or Guarantor to make the payments due from the Securities (see pages 5 and 6).

The potential investment returns from the Plan are linked to the performance of the Shares (see pages 7 and 12).

If the Plan runs for the full term, it will provide a gross investment return of 64.80%, as long as each Final Share Level is at least equal to 85% of its Opening Share Level.

If an investment return is payable you will also receive a full return of the money you invest.

If the performance of the Shares is such that no investment return is payable, the return of capital at the Maturity Date will be based on the performance of the Index. You will lose some, or all, of your money in the Plan if the Final Index Level is less than 60% of the Opening Index Level (see pages 8 and 11).

Neither the Plan nor the underlying Securities track the Shares and the Index directly but offer the potential for an enhanced return on your investment compared to the actual performance of the Shares.

We have designed the Plan to try to limit the potential for a reduction in your capital should the Index fall. However, risk has not been eliminated and your capital is at risk (see page 19).

The possible enhanced returns and limited possibility of capital loss are potential benefits of this Plan. The trade off is that if the Shares were to increase by more than the potential investment return, you would not benefit from any investment return 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 and/or Index.

If the Plan is oversubscribed we may not be able to accept your application.



Compensation arrangements

If the Issuer and/or Guarantor fail to meet their obligations to pay to us the amount due from the Securities and you lose the money you invest in the Plan or any income payment to which you would otherwise have become entitled you will not, for this reason alone, be entitled to compensation from the Financial Services Compensation Scheme (FSCS).

Meteor Asset Management Limited and Meteor Investment Management Limited are covered by the FSCS and you may be entitled to compensation from the FSCS in the event that we are declared to be 'in default' and you have suffered a loss as a result of Meteor's actions or negligence. In this event, the compensation limit is currently £50,000 per person. If the level of your claim against us is greater than £50,000 you would not be covered for the excess.

We currently use a number of UK banks to hold client money. You may be eligible to make a claim if any bank we may use becomes insolvent whilst holding your money prior to the purchase of the Securities, or pending payment to you of the amounts received at the maturity or earlier redemption of the Securities. In this event, the compensation limit is currently £85,000 per person and this applies to all deposits you hold with the insolvent bank and any other member of its group. You would not be covered for any excess amount over the compensation limit.

Many banking groups use several brands, which means the total deposits within a group will count towards one compensation limit. You can look up details of banking and savings groups on the FCA website: <http://www.fca.org.uk/consumers/complaints-and-compensation/how-to-claim-compensation/banking-and-saving/banking-and-savings-brands>

If you have any queries you may wish to contact the FSCS at

10th floor, Beaufort House
15 St. Botolph Street
London EC3A 7QU
Telephone 0800 678 1100 or 020 7741 4100.

The FSCS website suggests that calling FSCS is the quickest way to have your query resolved.





About Morgan Stanley

Neither Morgan Stanley, nor any of its affiliates, has provided advice, nor have they made any recommendation about investments or tax in relation to this product. Morgan Stanley is a global financial services firm and a market leader in securities, investment management and credit services.

With over 600 offices in 32 countries, and more than 57,000 employees worldwide, Morgan Stanley connects people, ideas and capital to help clients achieve their financial aspirations.

Since its founding in 1935, Morgan Stanley has served as the pre-eminent financial advisor to companies, governments and investors from around the world, helping redefine

the meaning of financial services.

The firm has continually broken new ground in advising their clients on strategic transactions, in pioneering the global expansion of finance and capital markets, and in providing new opportunities for individual and institutional investors.

In 1977, Morgan Stanley opened its European headquarters in London, where it now has over 5,000 staff. More than 3,000 further employees are located in the firm's other European offices in Amsterdam, Athens, Budapest, Frankfurt, Geneva, Glasgow, Luxembourg, Madrid, Milan, Moscow, Munich, Paris, Stockholm and Zurich.

Both in the UK and in Europe generally, Morgan Stanley is one of the leading financial services firms, with longstanding client relationships and a leading role in many landmark transactions. Morgan Stanley offers a full range of services covering mergers, acquisitions, restructurings, fixed income and equity financing, as well as secondary trading, research, foreign exchange, commodities, securities lending, asset management and prime brokerage.

**Source: Morgan Stanley,
11 August 2014**

Long term credit rating and outlook for Morgan Stanley (Guarantor of Morgan Stanley B.V.)

Agency	Rating	Date rating effective	Outlook	Date outlook effective
Fitch	A	15/12/2011	Stable	15/12/2011
Moody's	Baa2	14/11/2013	Positive	24/07/2014
Standard & Poor's	A-	29/11/2011	Negative	29/11/2011

Source: Bloomberg, 11 August 2014

Morgan Stanley B.V. is not rated by any of the above-mentioned credit rating agencies

The Plan is not endorsed, sponsored or otherwise promoted by Morgan Stanley nor any of its affiliates. None of Morgan Stanley or its affiliates are responsible for the contents of this brochure, and nothing in this document should be considered a representation or warranty by Morgan Stanley to any person regarding whether investing in the Plan is suitable or advisable for such a person.



Selection of a counterparty

The security of your investment depends on the creditworthiness of Morgan Stanley B.V. and/or Morgan Stanley. It is possible that Morgan Stanley B.V. and/or Morgan Stanley could collapse or fail to make payments due from the Plan. If this happened you would lose some or all of the money you invest in the Plan as well as any investment return to which you might otherwise have become entitled.

One of the factors taken into account when selecting a counterparty is its long term credit ratings. These are the opinions of a range of credit rating agencies regarding the long term security of the counterparty.

A high rating from one or more of the credit rating agencies is not a guarantee that the Issuer and/or Guarantor will meet its obligation to pay the amount due from the Plan.

Fitch, Moody's and Standard & Poor's are independent ratings agencies that research and grade the ability of financial and other institutions to make the payments due from the Securities issued and/or guaranteed by them.

By way of example, 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 (i.e. of higher quality). All of these ratings, except the AAA rating, can also be modified by a plus or a minus to give a 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.

A rating outlook assesses the potential direction of a long-term credit rating. The term considered varies between credit rating agencies; Fitch looks at a 12 to 24 month period, Standard & Poor's a 6 to 24 month period, while Moody's says its outlooks are 'over the medium term'. In determining a rating outlook, consideration is given to any changes in the economic and 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 the ratings of the Issuer and/or Guarantor is available on the Meteor website and we will, where appropriate, include information relating to credit ratings in your periodic valuation statements.

Please refer to your financial adviser if you have any queries regarding credit ratings.



Investment return

How investment return is calculated

The investment return from the Plan is linked to the performance of a basket of five FTSE 100 shares from a range of sectors. The Opening Share Levels will be their closing levels on 10 October 2014.

We will compare the Opening Share Levels with the closing levels of the Shares on each Measurement Date. The first Measurement Date will be on 12 October 2015, twelve months after the Start Date. Thereafter, the performance of the five Shares will be measured monthly.

If, at the close of business on a Measurement Date, the levels of all five Shares are at least equal to 85% of their respective Opening Share Levels,

the Plan will mature early and make a gross investment return of 0.9% of the money you have invested for each month that the Plan has been in force.

If on a Measurement Date, the closing level of any of the Shares is below 85% of its Opening Share Level, no investment return will be payable and the Plan will remain in force.

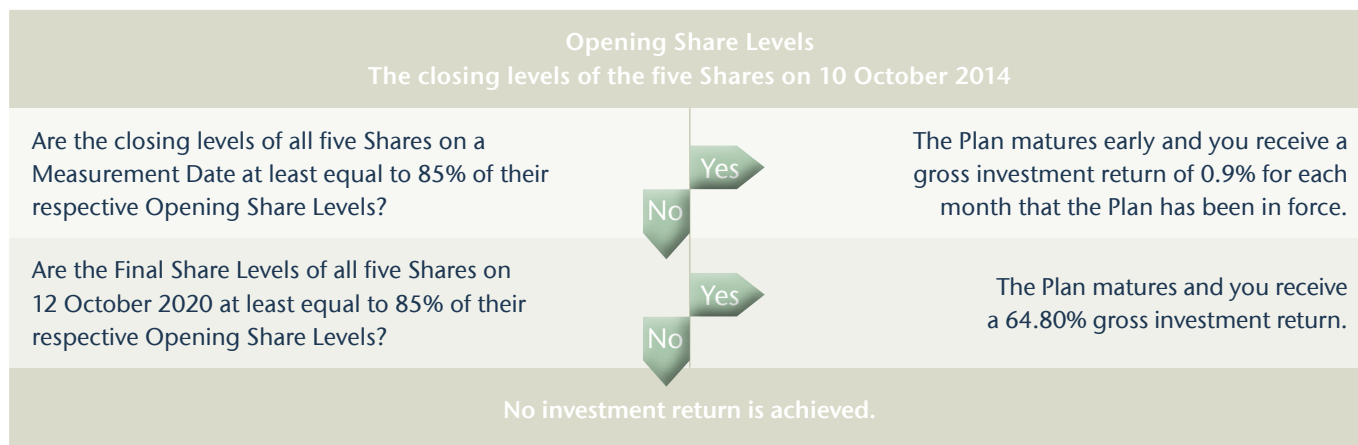
In this case, the levels of the Shares will be measured again at the next Measurement Date.

If the Plan matures early, settlement of maturity funds will be made within 10 Business Days of the relevant Measurement Date, or upon receipt of your signed instruction, if later.

If the Plan has not matured early and the Final Share Level of the lowest performing Share is at least equal to 85% of its Opening Share Level, the Plan will provide at maturity, a gross investment return of 64.80% of the money you have invested.

If the Plan has not matured early and the Final Share Level of the lowest performing Share is below 85% of its Opening Share Level, no investment return will be payable.

Please note that the potential investment returns are dependent on the performance of five Shares and not the FTSE 100 Index as a whole.



Measurement Dates

12 Oct 2015	10 Nov 2015	10 Dec 2015	11 Jan 2016	10 Feb 2016	10 Mar 2016	11 Apr 2016
10 May 2016	10 Jun 2016	11 Jul 2016	10 Aug 2016	12 Sep 2016	10 Oct 2016	10 Nov 2016
12 Dec 2016	10 Jan 2017	10 Feb 2017	10 Mar 2017	10 Apr 2017	10 May 2017	12 Jun 2017
10 Jul 2017	10 Aug 2017	11 Sep 2017	10 Oct 2017	10 Nov 2017	11 Dec 2017	10 Jan 2018
12 Feb 2018	12 Mar 2018	10 Apr 2018	10 May 2018	11 Jun 2018	10 Jul 2018	10 Aug 2018
10 Sep 2018	10 Oct 2018	12 Nov 2018	10 Dec 2018	10 Jan 2019	11 Feb 2019	11 Mar 2019
10 Apr 2019	10 May 2019	10 Jun 2019	10 Jul 2019	12 Aug 2019	10 Sep 2019	10 Oct 2019
11 Nov 2019	10 Dec 2019	10 Jan 2020	10 Feb 2020	10 Mar 2020	14 Apr 2020	11 May 2020
10 Jun 2020	10 Jul 2020	10 Aug 2020	10 Sep 2020	12 Oct 2020		



Return of capital

How capital return is calculated

If early maturity has been triggered, you will receive a full return of the money you invest in the Plan.

If no investment return has been triggered on any of the Measurement Dates, at maturity the return of the money you invest in the Plan will be based on the performance of the Index. The money you invest in the Plan is not guaranteed to be returned in full.

The amount of capital returned to you will be decided by the performance of the Index. We will record the closing level of the Index on 12 October 2020

to determine the Final Index Level. If the Final Index Level is less than 60% of the Opening Index Level, the money you invest in the Plan will be reduced by the same percentage that the Final Index Level is below the Opening Index Level.

For example, if the money you invest is £10,000 and the Final Index Level is 60% below the Opening Index Level, you will receive only £4,000 of the money you invest in the Plan.

The Opening Index Level is the closing level of the Index on 10 October 2014.

If the Final Index Level is equal to or greater than 60% of the Opening Index Level, you will receive a full return of the money you invest in the Plan.

The table below gives some examples of capital return at the Maturity Date based on a range of movements of the Index. These examples are not predictions of what we believe you might receive. They are designed to illustrate how the return of your capital is calculated. You should be aware that you could lose all of the money you invest in the Plan.

Amount invested	Final Index Level relative to the Opening Index Level					
	-20%	-40%	-50%	-55%	-70%	-100%
£10,000	£10,000	£10,000	£5,000	£4,500	£3,000	£0
£15,000	£15,000	£15,000	£7,500	£6,750	£4,500	£0
£20,000	£20,000	£20,000	£10,000	£9,000	£6,000	£0
£25,000	£25,000	£25,000	£12,500	£11,250	£7,500	£0
£50,000	£50,000	£50,000	£25,000	£22,500	£15,000	£0





Simulated historical performance

We have simulated the past performance of the Plan based on actual performance of the Shares and the Index over every completed 6 year period since 17 November 1988 (the earliest date that the data on the prices of all five Shares was available).

Although there would have been no occasions where the FTSE 100 Index breached the 60% barrier and produced a capital loss, there were 612 instances (12.29% of all occasions) where the Plan would have returned the capital only with no investment return. In the remaining 4,369 cycles (87.71% of all occasions), the Plan would have produced an investment return at some stage in its six year term. This information is outlined in the table below.

The table on the following page shows at what stage during the six year term, an investment return would have been payable. The table shows that the Plan would have kicked out at the end of month 12 in 2,682 instances (53.84% of all occasions) producing an investment return of 10.80% (i.e. 12 times 0.9%).

There were 795 occasions in total (15.96%) that the Plan would have matured early during year 2 with, for example, 236 of those instances (4.74% of all occasions) at the end of Month 13; 37 instances at Month 19 (0.74% of all occasions) and 1 occasion at the end of the 24th Month.

On 23 instances (0.46% of all occasions), the Plan would have

matured in the final month and provided a 64.80% investment return.

It is important to remember that simulated historical performance is not an indicator of future performance and the results may not be replicated over the term of this Plan.

The tables show the historical performance of the five Share prices and the FTSE 100 Index for every completed 6 year period from 17 November 1988 to 8 August 2014 to determine how many times a Plan linked to the performance of the five Shares and the Index would have matured early during any six year term, provided an investment return, returned capital only or produced a capital loss.

	Number of cycles	Percentage
Number of 6 year cycles tested	4,981	
Number of times the Plan would have returned a loss	0	0.00%
Number of times the Plan would have returned capital invested only	612	12.29%
Number of times the Plan would have provided an investment return	4,369	87.71%

Source: Meteor Research Department, 11 August 2014

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 Plan.



Simulated historical performance - continued

		Number of occasions where an investment return would have been payable for each month											
Year 1	Month	1	2	3	4	5	6	7	8	9	10	11	12
Total	2682	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	2682
%age	53.84%	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	53.84%
Year 2	Month	13	14	15	16	17	18	19	20	21	22	23	24
Total	795	236	126	105	39	57	47	37	55	44	27	21	1
%age	15.96%	4.74%	2.53%	2.11%	0.78%	1.14%	0.94%	0.74%	1.10%	0.88%	0.54%	0.42%	0.02%
Year 3	Month	25	26	27	28	29	30	31	32	33	34	35	36
Total	244	2	6	4	0	6	33	42	46	35	26	20	24
%age	4.90%	0.04%	0.12%	0.08%	0.00%	0.12%	0.66%	0.84%	0.92%	0.70%	0.52%	0.40%	0.48%
Year 4	Month	37	38	39	40	41	42	43	44	45	46	47	48
Total	395	23	18	56	76	43	38	15	35	40	10	16	25
%age	7.93%	0.46%	0.36%	1.12%	1.53%	0.86%	0.76%	0.30%	0.70%	0.80%	0.20%	0.32%	0.50%
Year 5	Month	49	50	51	52	53	54	55	56	57	58	59	60
Total	113	48	26	11	20	3	0	1	1	3	0	0	0
%age	2.27%	0.96%	0.52%	0.22%	0.40%	0.06%	0.00%	0.02%	0.02%	0.06%	0.00%	0.00%	0.00%
Year 6	Month	61	62	63	64	65	66	67	68	69	70	71	72
Total	140	0	0	2	1	0	6	6	6	8	32	56	23
%age	2.81%	0.00%	0.00%	0.04%	0.02%	0.00%	0.12%	0.12%	0.12%	0.16%	0.64%	1.12%	0.46%

Source: Meteor Research Department, 11 August 2014

Note: Percentages are rounded to two decimal places and may not add up to exactly 100%.

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 Plan.





The Index

There are now many indices from lots of 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 Index.

The FTSE 100 Index is made up of the top 100 UK listed companies by market capitalisation, who operate across the whole market place including banking, oils, pharmaceuticals, mining and retail and includes companies such as BP, GlaxoSmithKline, Rio Tinto and Marks & Spencer.

The Index is based on market capitalisation in the UK and is a capital value only index, i.e. it does not make any allowance for reinvestment of dividends.

You will not be entitled to receive dividends that would normally be available from an investment in the Index as you are not investing directly in the shares of any listed company.

The graph shows the movements in the FTSE 100 Index over the ten year period ending 8 August 2014. 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 may not be repeated. As the graph shows, it is important to remember that the value of stock market investments, such as shares, can and do fall as well as rise.



Source: Meteor Research Department/Bloomberg, 11 August 2014

For the purposes of the graph the Index has been rebased at 100 on 8 August 2004

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 Plan.

Disclaimer – 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 Shares

BP Plc

BP is one of the world's largest energy companies, providing its customers with fuel for transportation, energy for heat and light, retail services and petrochemicals products for everyday items.

BP has transformed from a local oil company, into a global energy group; employing approx. 79,000 people and operating in over 100 countries worldwide.

The BP group operates across six continents, and their products and services are available in more than 100 countries.

www.bp.com

BAE Systems Plc

BAE Systems is a global defence, aerospace and security company employing around 88,200 people worldwide. Its wide-ranging products and services cover air, land and naval forces, as well as advanced electronics, security, information technology, and support services.

It is a British company headquartered in London with operations globally. Today, it is based around five key markets – Australia, India, the Kingdom of Saudi Arabia, the United Kingdom and the United States.

BAE Systems strive to discover new technologies to improve the safety and effectiveness of troops in combat.

www.baesystems.com

Rio Tinto plc

With founding companies established in 1873 and 1905, Rio Tinto stands today as one of the world's leading mining and exploration companies.

Rio Tinto's principal activities are finding, mining and processing the earth's mineral resources – metals and minerals essential for making thousands of everyday products.

The business spans the world with production on every continent. Their products include aluminium, copper, diamonds, energy products, gold, industrial minerals and iron ore.

www.riotinto.com

Standard Chartered Plc

Founded in 1853 and headquartered in London, Standard Chartered is a British multinational banking and financial services company.

The company provides consumer and wholesale banking products and services worldwide. It operates a network of over 1,700 branches and outlets in 70 countries and employs around 87,000 people in Asia, the Middle East, Europe and the Americas. It is a universal bank with operations on consumer, corporate and institutional banking and treasury services.

www.standardchartered.com

Vodafone Group Plc

Vodafone Group Plc is one of the world's largest telecommunications companies providing a wide range of services including voice, messaging, data and fixed broadband. The company currently serves over 411 million customers, employs around 90,000 people and operates in nearly 30 countries with over 250,000 base station sites.

The Group's operations are split into two geographic regions – Europe and Africa, Middle East and Asia Pacific. In addition, the Group has partnership agreements with local mobile operators in over 40 countries, creating additional revenue for fees paid for access to the Vodafone brand. In 2013, the brand was valued at \$27bn; one of the most valuable telecoms brands in the world, by Brand Finance.

www.vodafone.co.uk

**Source: Meteor Research
Department/Bloomberg,
11 August 2014**

Adjustment Events

Should any of the five companies experience an event which may affect the value of its shares, Morgan Stanley & Co. International plc, as the Determination Agent will, at its sole and absolute discretion determine whether any adjustment is required. Any adjustment could include the amending of the Opening Share Levels, Opening Index Level, removal or substitution of the affected company or even early redemption of the Plan. Examples which may constitute an adjustment event include, but are not limited to, delisting of the share, a merger with or takeover by another company, insolvency or nationalisation. During any adjustment process Morgan Stanley & Co. International plc will act in good faith and in a commercially reasonable manner. Further information is available within the Base Prospectus which is available upon request.

As soon as practical Meteor will advise clients of the adjustment to be made.



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.

This is a general guide only. The information relates solely to United Kingdom taxation and is expected to apply to you if you are a UK tax resident investor who is the beneficial owner of your investment in this Plan. The statements are not exhaustive and do not constitute tax advice.

It is important that you consult your tax advisers concerning possible taxation and other consequences of making an investment in the Plan.

Any gains made from the investment by SIPPs, SASSs and other pension arrangement will usually be free of tax.

When you invest individually, jointly or via a trust, the returns under current legislation, will be subject to Capital Gains Tax (CGT). Should you invest within a NISA, the returns will be tax free.

The values of any tax reliefs will depend on your individual circumstances and could change at any time and be applied retrospectively.

All individuals have an annual CGT allowance (trusts receive 50% of this allowance). This means that if liable to CGT the total gains in the tax year in which the Plan matures will be added to any other gains in that tax year. Provided that the total of these gains is below the exemption level in the tax year of maturity, they will be free of CGT.

The rate at which capital gains are taxed depends on your individual circumstances. CGT is currently payable at 18% for UK tax payers taxed at the basic rate of Income Tax. This rises to 28% for higher rate tax payers, trusts and personal representatives. However, only gains in excess of the annual exempt amount are subject to the tax.

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

Further information about tax in the UK is available from HMRC website www.hmrc.gov.uk.

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 we 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.



Investing

Before you decide to invest you should have read this brochure, including the Terms and Conditions, making sure that you understand the nature of the investment. The section 'Is this Plan right for me?' (on page 23) will act as a helpful reminder of the questions you should ask yourself.

You can place an order for a plan either online or by completing and submitting a paper based application form. Please note there will be an initial charge of 0.25% for paper-based applications that request ongoing paper-based correspondence, including valuation statements sent to you by post.

Please take care to complete the Adviser Charging section of your application form as we will use this information as the basis of any payments we make to

your adviser on your behalf. You may amend or cancel this instruction in writing at any time (see page 20).

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

If you are sending funds via bank transfer (BACS or CHAPS) please check with your bank to confirm whether its 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.

Application forms accompanied with a cheque must be received by Meteor at least 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, plus any adviser charge you wish us to make on your behalf, 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.

We will acknowledge receipt of your instructions and of the investment monies.

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 appropriate for you.

This Plan may be held:

By individuals

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

By pension arrangements

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

By trustees/companies/partnerships

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

As New Individual Savings Accounts (NISAs)

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 on returns you make from your investment in the Plan. In his Budget of 19 March 2014, the Chancellor announced major changes in ISAs which, from 1st July 2014 are called New ISAs, or NISAs. From that date all stocks and shares ISAs became stocks and shares NISAs and all cash ISAs become cash NISAs.

The subscription limit for 2014/2015 has been raised to £15,000 (from £11,880) which may be split between a cash NISA and a stocks and shares NISA in any proportion as long as the overall £15,000 limit is not exceeded.

Investors are now able to transfer a stocks and shares NISA to a cash NISA, as well as from a cash NISA to a stocks and shares NISA, as well as between NISAs of the same type.

Investors who had already subscribed up to the old limit of £11,880 to a cash ISA and/or a stocks and shares ISA between 6 April 2014 and 30 June 2014 may only "top up" their subscription to the new limit with the same NISA Manager(s). If the current NISA manager does not allow additional investment for the current year, investors may transfer their ISA to a manager that will allow top-ups but should take financial advice before doing so (see NISA transfer risks on page 17).

The minimum value for cash NISA transfers is £5,000, with no maximum limit.

The Plan is not available to residents of the United States



Statements and communications

We are happy to communicate with investors in the way that best suits their requirements, so you have the option of receiving communications from us online, or in paper format.

You have the choice of applying for a plan online, or by sending in paper applications. Where you open an account online, we will send all regular communications to you by email, so please remember to tell us if you change your email address.

If you complete a paper application you will still have the option of receiving future communications online, by ticking the appropriate box on the Application Form.

You can change the mode of receiving communications by notifying us. As this would be a fundamental change to the way we deal with you we would require a letter signed by all investors to make the change.

In all cases we will send you confirmation that your Account has been opened by letter and, where we have your email address, by email. Your Account will allow you to hold all the Plans you apply for in one place.

One of the key benefits of this is the ability for investors to access and review their investments online at anytime and we hope that all investors utilise the functionality of the website.

Managing your account online

Our online Account Enquiry System provides specialist flexible reporting, enabling you to:

- create reports tailored to your own needs
- receive product event alert notifications
- view basic online product details
- access PDF product literature
- view transaction histories
- view current and historic valuations
- download reports and valuations to PDF and Excel

Bespoke report creation

Once you have registered, you are able to view your current Holdings and Transactions, in addition to all Applications and previous Maturities, creating bespoke reports.

- Holdings - assets held including cash, current and historic valuation
- Transactions - a history of all transactions (access limited by authority)
- Applications - full application history including current, matured, surrendered and pending investments
- Maturities – previous maturity holding and values



Charges and fees

The following table sets out administration charges over the full term of the Plan, where a percentage is indicated, this will be a percentage of the money you invest in the Plan.

We do not apply any charges on maturity and there are no annual management charges. 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.

Menu of charges

Initial	Charge	VAT	Charge details
Paper applications that request ongoing paper-based correspondence	0.25%	n	On purchase of the Plan
Sale or transfer prior to maturity			
Encashment of Plan	£150	y	On encashment
NISA transfer to another NISA manager	£150	y	On transfer
Other potential Services and Charges			
CHAPS payment (including after maturity)	£35	y	On payment
Unpaid cheque	£40	y	On debit from our account
Copy of taped call	£40	y	On request only
Stamp duty reserve tax or other financial transaction tax	As chargeable		(At present only on UK shares)
Re-registration to new owner	£40	y	On re-registration in our records



Risks

In addition to the key risks set out on page 2, there are a number of other risks associated with this investment that you should understand.

Cancellation risks

- If you want to cancel your investment after the Securities have been purchased, you will only get back the value of the Securities when they are sold, which is likely to be less than your original investment.
- If we pay an adviser charge/fee amount to your financial adviser on your behalf and you subsequently change your mind about investing, you will be responsible for obtaining any refund which may be due to you from your adviser.

Concentration risk

- The Plan should only be considered as part of your overall investment portfolio. You should not put all, nor a large part, of the money you have available for investment into any one plan, to avoid over exposure to a Counterparty or Plan type.

Inflation risk

- Any inflation will reduce the real value of your investment over time.

Investment risks

- The Securities are linked to the Preference Shares issued by Morgan Stanley B.V. There is a risk that events occurring in relation to the Preference Shares may affect the value of the Securities or trigger early redemption of the Securities and which may therefore affect returns under the Plan.
- Should the Shares and/or Index increase by more than the returns provided by the Plan, you would not receive the benefit of any additional investment return above that provided by the Plan.
- Should the Plan be oversubscribed, the purchase might not be completed for you. As we near capacity we will flag this on our website at www.meteoram.com.
- The value of the Securities that back your Plan may vary significantly throughout the life of the investment. Whether you decide to sell a security at its prevailing value during its life, or whether you wait until maturity, you could receive back significantly less than you invested.
- The value of the Securities that back your Plan will be initially impacted by any fees or costs that were built into it. Subsequently, factors such as, but not limited to, movements in interest rates, the performance of the Shares and Index, and the creditworthiness of the Counterparty will all affect the price of a security.
- The Opening Share Levels and Opening Index Level apply on the Start Date of the Plan and not the date on which you apply for the Securities. The levels may vary significantly between these dates.

- When the Plan matures you might not be able to reinvest the proceeds to achieve the same, or similar, level of investment return.

NISA transfer risks

- If you wish to transfer an existing NISA this must be done in cash, which means your existing NISA Manager will sell your investment. Your existing NISA Manager may also charge you an exit or transfer fee.
- You could lose some interest if you transfer a cash NISA and decide not to wait for the expiry of any notice period.
- If you transfer a stocks and shares NISA there is the potential for loss of investment growth if markets should rise while your transfer remains pending.
- We have a deadline for receipt of NISA transfer applications, to allow time for us to receive the proceeds from your existing NISA Manager. However, if they do not send us the funds you have requested before the Start Date we will not be able to purchase the Securities on your behalf.
- If you have elected to pay any adviser fees and have asked us to pay that fee to your adviser on your behalf this could reduce the amount invested with the tax advantages of a NISA.



Risks – continued

Liquidity risks

- You should have other savings that you can access immediately and without penalty to meet any emergency cash needs.
- The terms of the investment may permit the Counterparty to delay, reduce or withhold payments. These provisions are not intended to circumvent what is legally due to you but are intended to cover unforeseen events which affect your return from the Plan, for example, a suspension or delay in receiving prices.
- The Issuer intends to make a market in the Securities on a regular basis under normal market conditions, but the Issuer does not commit and is under no obligation legal or otherwise to make any market in the Securities.

Market risk

- External factors could affect national economies, regions or an asset class and cause a fall in value of the Securities held in your account or in extreme cases, the collapse of the Counterparty.

Pricing risk

- The Counterparty may not be able to quote regular prices making it difficult to value your investment and delaying any early encashment request you may make.

Product risk

- The design of the Plan could produce a return that is lower than a direct investment in the Shares or may produce no return at all.

Tax risks

- Before investing in this Plan you should conduct independent investigation and analysis regarding the tax treatment of the investment to evaluate the merits and risks of the Plan. Tax risks include, without limitation, a change in any applicable law, treaty, rule or regulation or the interpretation thereof by any relevant authority which may adversely affect payments in respect of the investment.
- The values of any tax reliefs will depend on your individual circumstances and could change at any time and be applied retrospectively. You should note that the levels and bases of taxation could change in the future and these changes may be applied retrospectively. You should also consider whether you should consult your own tax adviser and carefully review and consider the investment in light of your personal circumstances.
- Re-registration of this investment to a new holder may alter the tax implications indicated on page 13.



Capital-at-risk products

The following section explains a range of products that put your capital at risk. As such products could cause you to lose some or all of your money, it is important that you understand and accept these risks and the possible consequences when you choose any capital-at-risk product.

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.

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.

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 back less 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 earn interest. The return will be comparatively low, because you haven't risked your capital. With capital-at-risk products you may achieve higher returns, but you are putting your capital at risk and may end up with less than you put in.

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.



Frequently asked questions

What is my commitment?

To understand the potential benefits and risks associated with this Plan.

Should I see a financial adviser?

We believe that it is important that you make sure that the Plan is appropriate for you. We do recommend that you talk to a financial adviser before deciding whether to invest in this particular Plan and a specialist tax adviser if you require advice on tax.

How can I access information on my online Account?

You can access details of your investment, 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 once your Account is set up.

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. However, if you choose to withdraw your investment after the Securities have been purchased, you are likely to get back less than you invested. If we pay an adviser charge/fee amount to your financial adviser on your behalf and you subsequently change your mind about investing, you will be responsible for obtaining any refund which may be due to you from your adviser.

What happens if a plan is oversubscribed or the Plan does not proceed?

If your money cannot be invested into the Plan for either of these reasons, your initial investment amount will be returned to you.

Can I encash/transfer a plan before maturity?

In normal market conditions you can, although when your Securities are sold the price is likely to be less than the price you initially paid. You will also be charged an administration fee for early encashment or a transfer fee.

What should I do if I have a complaint?

- In the event you should wish to complain at any time about this Plan, or the service you have received, you may do so by contacting The Compliance Officer, Meteor Asset Management Limited, 55 King William Street, London, EC4R 9AD or by telephoning 020 7904 1010.
- We will keep you informed during the investigation process and will notify you of our conclusions and explain how these have been reached.
- If you are not happy with our response you may wish to contact the Financial Ombudsman Service at South Quay Plaza II, 183 Marsh Wall, London E14 9SR. Telephone: 0800 023 4567. Making a complaint does not prejudice your right to take legal action.
- Full details of our complaint procedure are available upon request.

- We would 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, in itself, usually a valid reason for complaint.

How are adviser charges managed?

- If you ask us, we will make the payment of any initial charge due to your adviser.
- An initial charge will be paid by deducting the amount you have agreed with your adviser from the amount you have sent us for investment. You should note that this will reduce your investment amount.
- We will confirm to you the amount of the charge you have asked us to deal with.

What happens to my money:

Before the Plan Manager purchases the Securities for my Plan?

- Cleared funds received during the offer period will be held until the purchase date in the client account of Meteor Investment Management Ltd and your money never forms part of our assets. Meteor Investment Management Limited was established and authorised specifically to administer our plans and to provide safe keeping of client assets. No interest will be accrued to the Start Date of the Plan.
- Any adviser charge you have asked us to pay to your adviser, will be deducted from the money you have paid to us once it has cleared and paid to your adviser.



Frequently asked questions - continued

After the Plan Manager has purchased the Securities?

- The money that you invest will be used to buy the Securities that are designed to provide the capital and investment returns explained in this 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 The Northern Trust Company. You will remain the beneficial owner of the Securities purchased on your behalf.

When the Securities have matured?

- Once we receive your maturity proceeds from the Issuer we will credit the funds into your Account; this will be held as Client Money and no interest will be paid on this amount.
- The maturity value will be available within 10 Business Days of a Measurement Date in the event of an early maturity, or on the Maturity Date, if the Plan runs for the full term.
- However, we will not make any payment until we have received your written instruction and will therefore continue to hold your money until you advise us whether you wish to take the cash value or reinvest.

What happens to my NISA transfer if a plan is oversubscribed or the Plan does not proceed?

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

How will you keep me informed?

- We will write to you to acknowledge the Plan you have selected within five working days. With this letter we will send you a summary of your investment and a notice of cancellation.
- Shortly after the Start Date of the Plan we will send you details of your investment. We will send you a half yearly statement as at 5 April and 5 October showing the current position of your Plan and any other plans held in your Account.
- About three weeks before maturity we will write to you via your adviser to provide full details of the position so that your adviser can discuss this with you. We will also alert you to an impending maturity. If you do not have an adviser we will provide the information directly to you.
- You can access details of your investment, including transaction details and valuation, by logging on to the client section of the Meteor website www.meteoram.com using your individual username and password which we will provide once your Account is set up.

What happens to the Plan if I die?

- We will require a death certificate and any supporting documentation so that we can administer your investments, in accordance with instruction by your personal representatives. We will provide valuations of the Plan held as at the date of death and will outline the options available, which will include re-registering the Plan to a new owner so that it can be held until maturity.
- Where a plan is held jointly by two or more holders, the investment will be the joint property of all the holders and, following proof of death of the relevant holder, all instructions must be authorised by all the remaining joint holders.
- If the Plan has been established as a NISA, it will cease to be tax exempt from the date of death.



About Meteor

Meteor Asset Management Limited will act as Plan Manager. Meteor Investment Management Limited (MIM) is the Plan Administrator for the Plan. MIM was established for the specific purposes of administering Meteor's own plans and those we are administering on behalf of third parties and for the keeping of all client assets.

To Meteor, treating customers fairly is more than just an FCA 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 plans work. We are committed to maintaining this

transparency throughout the term of any investment.

Meteor does 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.





Is this Plan right for me?

Prospective investors are advised to read this brochure carefully and consider the following in order to decide if this Plan is appropriate for you. It will not be appropriate for you unless you can answer “yes” to the following comments.

- I understand that the investment is designed to potentially mature early
- I am comfortable with the fact that if an investment return is not triggered and the Final Index Level is below 60% of the Opening Index Level, I will lose some or all of my capital
- I accept that the Plan may not provide any investment return at all
- I accept that in the event that the Counterparty defaults on payments due on this investment, I may lose some or all of my capital plus any investment return due
- I understand that there is no guarantee that the Counterparty will provide pricing
- I understand I will not have recourse to the FSCS in the event that the Counterparty defaults

There are other factors that you should consider. The descriptions below are not, and are not intended to be, a complete list of considerations and therefore should be read as a general guidance on helping you decide if this Plan is right for you. For more information, please contact your financial adviser.

This investment may be appropriate for me as:

- I have received financial advice and, if appropriate, tax advice
- I understand how this investment works
- I am willing and able to accept the risks associated with this Plan
- I can accept that I won't know the Opening Share Levels and the Opening Index Level before the Start Date
- I am comfortable with the fact that should the Shares either individually or collectively rise by more than the potential investment return, I will not receive any additional return
- I can afford to leave my money in the investment for the full term and I have other savings or investments that are easily accessible
- I want the potential to benefit from the investment returns which are linked to the performance of the Shares
- I want my investment to provide potential capital growth rather than income payments
- I am comfortable with the fact that the level and bases of taxation could change in the future, that such changes may be applied retrospectively and that the value of any reliefs will depend on my circumstances
- I understand that in redeeming my Plan early I may lose some or all of the money I invest in the Plan and any investment return from the Plan to which I might otherwise have become entitled



This could be an appropriate investment for you. However, you should seek advice from your financial adviser.

This investment may not be appropriate for me as:

- I have not received financial advice and, if appropriate, tax advice
- I am unsure how this investment works
- I am not willing and able to accept the risks associated with this Plan
- I do not want to be in a position where I won't know the Opening Share Levels and the Opening Index Level before the Start Date
- I am not comfortable with the fact that should the Shares either individually or collectively rise by more than the potential investment return, I will not receive any additional return
- I cannot afford to leave my money in the investment as I am likely to need access to my money during the investment term
- I want an investment where the returns are not linked to the performance of the Shares which may fall as well as rise
- I want my investment to provide income payments rather than potential capital growth
- I am not comfortable with the fact that the level and bases of taxation could change in the future, that such changes may be applied retrospectively and that the value of any reliefs will depend on my circumstances
- I am not willing to accept the fact that in redeeming my Plan early I may lose some or all of the money I invest in the Plan and any investment return from the Plan to which I might otherwise have become entitled



This investment is probably not appropriate for you.

Terms and Conditions

These are Meteor Asset Management Limited's standard Terms and Conditions on which we intend to rely. For your own benefit and protection, please read this document carefully. It contains important information about your rights and obligations as well as limitations and exclusions that may apply to you. If there is anything that you do not understand please contact your financial adviser.

Words with specific meanings, are set out in Clause 1 below. Words which we define in the singular form will also include the plural and vice versa. The headings in these Terms are for convenience only and do not limit their scope. Your acceptance of these Terms is signified by you signing the Declaration on the Account application.

1. Definitions

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

Base Prospectus – the prospectus for the Issuer's Programme for the Issuance of Securities for Structured Securities, dated 16 December 2013 and supplemented on 25 April 2014, 30 May 2014 and 13 June 2014.

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

Counterparty – Morgan Stanley

Direct Investment – an investment in the Plan not qualifying as a Stocks and Shares NISA.

Determination Agent – Morgan Stanley & Co. International plc

Issuer – Morgan Stanley B.V.

Guarantor – Morgan Stanley

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

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

Plan – the Stocks and Shares NISA or Direct Investment, as described in the Plan brochure and made up of Securities (investments) and cash that the Plan Manager handles on your behalf.

Plan Administrator – Meteor Investment Management Limited. Meteor Investment Management Limited is authorised and regulated by the Financial Conduct Authority (FCA) 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. Meteor Asset Management Limited is authorised and regulated by the Financial Conduct Authority (FCA) 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 Objective – the objective of securing the return described in the Plan brochure, to which these Terms and Conditions are attached.

Preference Shares – the preference shares issued by Morgan Stanley B.V. to which the Securities are linked and which are in turn linked to the performance of the Shares and the Index.

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.

Stocks and Shares NISA – an investment in the Plan qualifying as a Stocks and Shares NISA under the Regulations.

Subscription – the total amount(s) you pay to the Plan Manager, including any amount you have asked the Plan Manager to pay to meet any adviser charges outlined in Condition 9b.

We and us or our – Meteor Asset Management Limited or any other company within the Meteor group to which Meteor Asset Management Limited's rights and obligations under these terms are transferred from time to time.

you, your – the Plan holder(s) named on the Application Form.

2. Your Application

- The Plan Manager may accept a fully and correctly completed Application Form and Subscriptions from you under these Terms and Conditions. The Plan Manager has the right to reject an application for any reason.
- By signing the Declaration on the Application Form, you confirm that the information you have provided is accurate and complete.
- By completing the Application Form, you instruct the Plan Manager to choose and buy Securities that have been designed to provide the benefits of the Plan as described in the Plan brochure.
- You must invest in a Stocks and Shares NISA with your own cash or by transferring cash from an existing cash NISA or Stocks and Shares NISA. The Plan Manager will usually arrange transfers of Stocks and Shares NISAs with the transferring NISA Manager.

These Terms and Conditions will apply to your NISA transfer as soon as the Plan Manager has received the cash.

- The Plan Manager will notify you if by reason of any failure to satisfy the provisions of the Regulations, a Stocks and Shares NISA has, or will, become void.
- If the Plan Manager has to cancel or void your Stocks and Shares NISA under the Regulations, you authorise the Plan Manager to hold your Securities outside the Stocks and Shares NISA as a Direct Investment. In this case the Terms and Conditions will continue to apply to your investment as a Direct Investment. If the Plan Manager has to void your Stocks and Shares NISA because you are not eligible to hold it the Plan Manager has the right to deduct any costs or expenses it has incurred.

3. Client Categorisation

- The Plan Manager categorises all clients dependent on their knowledge and experience, to ensure that they receive the appropriate level of regulatory protection.
- Except where otherwise notified to you in writing, the Plan Manager shall treat you as a retail client, for the purposes of the Rules to provide the highest level of regulatory protection.
- Clients who could fall outside of this categorisation 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 categorised as either professional clients or eligible counterparties.
- Investors the Plan Manager categorises as professional clients or eligible counterparties have the right to request a different categorisation to give a higher degree of protection.

4. How the Plan Manager deals with Securities

- The Plan Manager 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 the Plan Manager can set when dealing directly with the market maker.
- The Plan Manager, or its associated companies, may choose and instruct brokers or dealers (including associated companies) to buy, sell and deal in Securities for your Plan, or the Plan Manager may do so itself as a licensed dealer or broker.



Terms and Conditions - continued

- c. Your Plan will be debited as soon as the Plan Manager buys investments on your behalf. Upon receipt of cleared funds, any money received prior to the Start Date will be held in the Plan Manager's client account. The Plan Manager does not have to account for any interest earned pending settlements, i.e., interest the Plan Manager earns on cash the Plan Manager holds while the Plan Manager is waiting to pay you for Securities the Plan Manager has sold.
- d. The amount(s) the Plan Manager invests in Securities to be held in your Plan will not exceed the amount of cash placed by you under the Plan Manager's control.
- e. The Plan Manager will be acting as your agent in arranging to buy, or sell, these Securities.
- f. The Plan Manager 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 the Plan Manager and will be held by the Plan Manager or its nominee as your agent and you will be the beneficial owner of those Securities allocated to you.
- h. The Plan Manager may combine your order with orders of other clients when processing them. If this results in the Plan Manager 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. The Plan Manager takes all reasonable steps to obtain the best possible result for its customers. The Plan Manager takes 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 Plan, the purchase and sale of Securities will usually be with the Counterparty, who will also be the market maker.
- i. The Plan Manager will accept further dividends and cash payments into your Plan after a Stocks and Shares NISA transfer has been completed, but cannot invest once the Plan has passed the Start Date.
- j. In the case of some Securities, the Plan Manager is required to buy and sell Securities in specific lot sizes or 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 Limited'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, the Plan Manager is unable to purchase Securities to fulfil the commitments set out in the Plan brochure, your Subscription will be returned to you, less any fee that may have been paid to your adviser as specified.
- l. In the event of the Counterparty or 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 Net Invested Amount plus any income payments to which you would otherwise be entitled.
- m. You, or someone you nominate, can ask to see all entries in the Plan Manager's records relating to your transactions at any time. The Plan Manager will maintain these records for at least six years after the transaction date.

5. Conflicts of Interest

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

The Plan Manager will regularly review the conflict policy to ensure that it is, and remains, suitable and appropriate for its business.

6. Your right to change your mind

- a. You have the right to cancel your Plan within 14 days of receiving the acceptance letter from the Plan Manager and a notice of your right to change your mind.
- b. If the Plan Manager has purchased Securities for your Plan before the Plan Manager receives your completed cancellation request, the amount you will receive may be less than the amount of money you invest, if the price at which the Plan Manager sells the Securities is lower than the price you paid for them.
- c. You will be responsible for reclaiming any refund from your financial adviser for an adviser charge that the Plan Manager has paid on your behalf.

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 the Plan Manager.
The Plan Manager does 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 (or as otherwise required under the Rules).
- c. The Plan Manager will use your Subscription less an adviser fee where applicable as described in Condition 9b to purchase the Securities to be held in the Plan.
- d. At maturity, or earlier redemption of the Securities, the Plan Manager 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 NISA Manager.



Terms and Conditions - continued

8. The Plan Investments

- a. You will be the beneficial owner of the Securities and of any cash held in the Plan.
- b. The Plan Manager will register the Securities held in your Plan in the name of the Nominees. The Nominees are not authorised under the Financial Services and Markets Act 2000 and the Plan Manager takes responsibility for their acts and omissions. If appropriate, the Securities will be held by our custodian, which is currently The Northern Trust Company. The Plan Manager is not responsible for the acts or omissions of the custodian. If the Plan Manager were to become insolvent, you might encounter delays in recovering the cash value of your Securities, and an increased risk of loss. Any shortfall would be shared by all affected investors in the Plan on a pro-rata basis (or as otherwise required under the Rules).
- c. The Plan Manager will hold, or arrange for the safekeeping of, any certificate or other document issued which shows title to the Securities. The Plan Manager 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 the Plan Manager otherwise, the Plan Manager may, if the Regulations allow, make arrangements, when appropriate, to use the voting rights of your Securities.
- e. About a month before the Securities mature or in the event of a potential early maturity, the Plan Manager will contact you to explain the various options available to you at maturity of your Plan.
- f. The Plan Manager may use agents in connection with the services that the Plan Manager provides to you and may delegate any or all of its powers or duties to any delegate(s) of its choice in accordance with the Regulations. The Plan Manager will satisfy itself that any person to whom the Plan Manager delegates any of its 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 the Plan Manager will purchase Securities for you will reflect certain charges, fees and expenses. The total charges will be up to 2.75%. This will not affect the calculation of returns described in the Plan brochure.
- b. If you decide to pay any financial adviser charge from your Plan you may instruct the Plan Manager to deduct and pay such

fee from your Subscription. In all cases the level of such charge must be agreed by you with your financial adviser.

Any charge will be based on either an agreed percentage of the amount to be invested or an agreed cash amount in relation to the Plan. This charge will be deducted from your Subscription, reducing the amount of money invested in the Plan by this amount.

This must be confirmed to you at the time you agree to invest in the Plan. You are responsible for checking that the amount shown is correct. The Plan Manager will not be responsible for recovering any overpayment from or making up any underpayment to your financial adviser if the amount shown on the confirmation is not the amount you have agreed with your financial adviser.

- c. A current fee of £150 plus VAT will apply if you surrender or partially surrender your Plan.
- d. If your Plan is a NISA and You transfer its value to another Plan Manager during the term of the Plan We will deduct the current transfer charge of, £150 plus VAT.
- e. We reserve the right to increase the charges set out in Conditions 9c and 9d in line with rises in the Retail Prices Index in accordance with Condition 25.
- f. A schedule of the charges is set out on page 16 of this brochure. The schedule is also available from your Financial Adviser.

10. Taxation

- a. If your Plan is a Stocks and Shares NISA 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. 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. The tax treatment of your investment will depend on your personal circumstances.

11. Keeping you informed

- a. The Plan Manager will send you an acknowledgement of your Application Form within five working days of Receipt.
- b. The Plan Manager will send details of the purchase of Securities for your Plan, shortly after they have been purchased.
- c. The Plan Manager will give you a report and valuation of your Plan at six monthly intervals, as set out in the brochure.

- d. You can contact the Plan Manager by telephone, Email, fax or letter for any other information you want on the Plan.
- e. The Plan Manager will be able to provide you with information over the telephone after successful completion of its 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 the Plan Manager can identify you.
- f. You can obtain information on your investment by accessing our web-based service. When you elect to use the service the Plan Manager 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, the Plan Manager will send you any information the Plan Manager issues to holders of the Securities in which you invest. If you ask the Plan Manager to, the Plan Manager will invite you to vote at meetings. If you want to go to meetings in person, the Plan Manager will try to arrange this. The Plan Manager has the right to make a reasonable charge for providing these extra services.
- h. The Plan Manager may provide all information and correspondence in electronic format via email and/or web services. The Plan Manager may also offer alternative media for information and correspondence from time to time.

12. Transfers

- a. You have the right to transfer your Stocks and Shares NISA to another NISA Manager, as appropriate, at any time and the receiving NISA Manager should request the payment from the Plan Manager in writing.
- b. If you choose to transfer before the Maturity Date of the Plan, as defined in the Plan brochure, the Plan Manager will carry out the sale of the Securities you hold as set out in Conditions 13a & 13b. The Plan Manager will sell the Securities at the next dealing date and issue payment for the net proceeds. The Plan Manager will deduct from the sale proceeds the charges outlined on page 16 before payment to the new NISA Manager.
- c. You cannot transfer part of the Securities you hold in your Plan unless as specified in 12d.
- d. If your Plan holds 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.



Terms and Conditions - continued

13. Closing Your Plan

- a. You may close your Plan at any time by giving the Plan Manager your written instructions. This will not affect any transactions the Plan Manager has already started to carry out. The Plan Manager will sell the Securities at the next dealing date and issue payment for the net proceeds (less any applicable fees). The Plan Manager 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 13b 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 the Plan Manager needs to close your Plan at any time the Plan Manager will notify you in writing and in accordance with Condition 25. This will not affect any transactions the Plan Manager has already started to carry out.
- f. Once this agreement has ended, the Plan Manager will not carry out any transactions, except to allow the Plan Manager to pay the proceeds of the Securities in accordance with your instructions.

14. Death

- a. If you die during the term of the Plan, the Plan Manager will act on the instructions of your personal representatives.
- b. The Plan Manager will confirm the value of the Securities as at the date of death and will advise your personal representatives of its 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 on page 16 will apply.
- e. If your Plan is a Stocks and Shares NISA 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. The Plan Manager is able to accept the verification provided by your adviser but does reserve the right to request additional information and/or documentation to satisfy its own anti-money laundering procedures.
- b. The Plan Manager will carry out electronic checks on your identity before the Plan Manager can accept an application from you or prior to selling Securities on your behalf. This is so that the Plan Manager can be sure that the Plan Manager is 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 the Plan Manager to comply with the UK anti-money laundering regulations and the Rules and is for your protection. In completing an application you give the Plan Manager permission to obtain such information.
- d. It might be necessary for the Plan Manager 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 the Plan Manager to give the HM Revenue and Customs all relevant details of your Stocks and Shares NISA which they may reasonably ask for at any time.
- b. The Plan Manager will tell you if your Stocks and Shares NISA has or will become invalid.

17. Communications and unwanted calls

- a. The Plan Manager will usually only communicate with and report to you in writing.
- b. You give the Plan Manager permission to communicate by email or to phone you if the Plan Manager 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 invest in the Plan.
 - By investing, you do not breach any of your constitutional documents.
 - You have provided an up-to-date list of signatories.

- b. You agree to give the Plan Manager any documents and information that the Plan Manager asks 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 invest in the Plan.
 - By investing, 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 the Plan Manager any documents and information that the Plan Manager asks for in support of your application.

19. Liability

- a. The Plan Manager 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 its 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. The Plan Manager 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 its control. The Plan Manager 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 its behalf (other than any bankers, firms, companies or any employees of companies who are associated companies).
- b. The Plan Manager 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 its 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 its control.
- c. The Plan Manager maintains insurance cover to indemnify clients against (among other things) any of its employees dishonestly using funds or Securities or other qualifying investments.



Terms and Conditions - continued

- d. Nothing in these Terms and Conditions of business will exclude, or restrict to an extent prohibited by the rules of the FCA, any duty or liability the Plan Manager may have under the regulatory system (as defined by the Rules). Nothing in these Terms and Conditions of business will exclude any obligations the Plan Manager may have in common law.

20. Complaint Handling

- a. You may complain to the Compliance Officer of the Plan Manager about any aspect of your dealings with the Plan Manager, at the address shown within the Plan brochure.
- b. If you ask the Plan Manager to the Plan Manager will send you written details of how the Plan Manager will deal with your complaint.
- c. If You are not satisfied with the way the Plan Manager has dealt with your complaint you can complain to the Financial Ombudsman Service at South Quay Plaza II, 183 Marsh Wall, London E14 9SR.
Tel: 0800 023 4567.
- d. Making a complaint will not affect your right to take legal action.

21. Access to the Financial Services Compensation Scheme

- a. In the event that the Counterparty or other issuer who the Plan Manager deals with on your behalf fails to meet its obligations to pay to the Plan Manager the amount due from the Securities you will not, for that reason alone, be entitled to compensation.
- b. 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 the Plan Manager cannot meet its obligations.
- 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. In respect to clients' money, you may be eligible to make a claim if any of the banks we use or may use in the future, becomes insolvent whilst holding your money prior to the purchase of the Securities or pending payment to you of the amounts received at the maturity or early redemption of the Securities.

The compensation limit is currently £85,000 per person and this applies to all deposits you hold with the insolvent bank and any other member of its group. You would not be covered for any excess amount over the compensation limit.

22. Governing law

- a. These Terms and Conditions will be governed by English law and will come into force when the Plan Manager receives your signed Application Form for the Plan.

23. Enforcement

- a. If any of these Terms and Conditions 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 the Plan Manager fails, or chooses not to, enforce any provision of these Terms and Conditions this will not constitute a waiver of its right to subsequently enforce such provision or any other provision of these Terms and Conditions.
- c. None of the Plan Manager's employees, officers or agents may verbally alter, modify or waive any provision of these Terms and Conditions.

24. Data Protection statement

- a. The Plan Manager 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. The Plan Manager 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 (the Plan Manager or its Associated Companies 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 the Plan Manager is obliged to under the requirements of any law, regulation or court order that the Plan Manager 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
 - To any delegate or successor to some or all of its rights or obligations hereunder.
- c. You should notify the Plan Manager of changes in your data.
- d. If you require a copy of the information the Plan Manager holds on you, you should write to the Plan Manager's Data Protection Officer.

25. Amendment to these Terms and Conditions

The Plan Manager may vary these Terms and Conditions from time to time by giving you at least one month's notice of such change. The Plan Manager 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 the Plan Manager may specify.



Account Application (Direct/NISA/NISA Transfer)

Please complete this form using BLOCK CAPITALS in blue or black ink. For extra applications, visit our website at www.meteoram.com.

1. Your details

Applicant 1

Title (Mr, Mrs, Miss, Ms)

Surname

Full forename(s)

Permanent address

Postcode

Date of birth

Occupation

Tel no.

Email address

National Insurance (NI) number:

You can find your NI number on a payslip, form P45 or P60, letters from the HM Revenue and Customs or the Benefits Agency, or pension order book.

Are you a US Citizen? Yes No

Are you resident in the UK for tax purposes? Yes No

Are you resident for tax purposes in any other country? Yes No

If yes, please provide details of the Country/Countries and Tax Reference(s):

Applicant 2

Title (Mr, Mrs, Miss, Ms)

Surname

Full forename(s)

Permanent address

Postcode

Date of birth

Occupation

Tel no.

Email address

National Insurance (NI) number:

Are you a US Citizen? Yes No

Are you resident in the UK for tax purposes? Yes No

Are you resident for tax purposes in any other country? Yes No

If yes, please provide details of the Country/Countries and Tax Reference(s):

For direct investments only, on behalf of a child (not aged 18 or over), please fill in the child's name here.

Full name: Date of birth:

2. Provision of Future Information

Online communications only

I understand that I will only receive future details of my account via email and online, and that no further paper correspondence will be sent to me. (Please ensure that a valid email address is inserted in section 1 above.)

Paper-based correspondence (0.25% initial charge)

I prefer to continue to receive all details of my account, including valuation statements, by post. I understand that this will incur an additional initial account charge of 0.25%.

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

3. Investment (minimum £5,000)

Please complete the plan details below, indicating the investment type, adviser charging and amount.

Plan Name	Investment type & amount please enter amount in relevant column(s)			Initial Adviser Charge % or £
	Direct	NISA (2014/15)	NISA transfer	
FTSE® 5 / FTSE® 100 Monthly Defensive Plan October 2014				

Your account must have cleared funds of this amount before any plan orders are executed. Total Amount: £

Please tick if the Adviser Charges detailed will be subject to VAT

Please indicate method of payment:

Cheque

Please make your cheque payable to **Meteor Investment Management Limited Client Account**. If you are sending us a building society cheque it should include your name in brackets on the payee line.

Electronic payment

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.

4. Your bank details for any income and maturity payments

Bank name:		Bank sort code:			-			-		
Account name:		Account number:								
		Reference (if any):								

Building Society Reference or Roll No:

Have you received financial advice?

- Yes, I/we have received advice from (name of firm)
- No, I/we haven't received financial advice.

5. Please answer the questions below:

1. Please indicate if you hold any of the following investments:

Bank deposits cash NISAs stocks and shares NISAs Unit trusts/investment trusts Direct equity investment other

2. Please indicate if you have ever held:

Any investment where the capital and income payments are variable and are based on the performance of the underlying securities, such as equities, commodities, indices or corporate bonds. Yes No

A structured product (a fixed term investment such as the one you are applying for). Yes No

3. Do you have the capacity and willingness to accept the risks of the investment, including any risk to capital? Yes No

4. Do you understand that the amount of any growth, income or interest payments will depend on the performance of your chosen plan and that in the event of adverse market conditions you may not receive any growth, income or interest payments? Yes No

5. Do you understand how the return of capital at maturity is calculated and that, depending on the Plan terms, the amount you receive may be less than the amount of your original investment or deposit? Yes No

6. 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 securities or deposit at the date of sale and that this value could be less than the amount you invested? Yes No

7. Do you understand that if the Issuer were unable to pay the amounts due when the Plan matures, or on earlier encashment, you may lose some or all, of your investment or deposit as well as any growth, income or interest payments to which you would otherwise have been entitled? Yes No

8. Do you understand the charges associated with the Plan? Yes No

9. Do you understand the personal tax implications of your investment? Yes No

10. Do you understand the compensation arrangements applicable to the Plan? Yes No

6. Intermediary details

Firm name: Financial Services Register Number:

Branch: Adviser:

7. Adviser Declaration

I confirm that all dealings with the investor(s) have been carried out in accordance with the requirements of the FCA Handbook. I declare that this application has been completed to the best of my knowledge and belief and I have agreed any adviser charge with the investor(s).

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: **Date:**



8. Declaration for all applicants

I/we declare that I/we:

- am/are 18 years of age or older
- have carefully read the Plan brochure including any applicable Terms and Conditions for the Plan and accept the terms under which the Plan will be managed
- have completed this form to the best of my/our knowledge and belief and the information given in the application, whether in handwriting or not, is true and complete
- 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
- agree to inform Meteor immediately should I/we become resident(s) of the United States
- agree to inform Meteor immediately should there be any change in my/our residency for tax purposes
- will inform Meteor without delay of any change in my/our circumstances affecting any of the information in this form
- have agreed the amount of any initial Adviser Charge as shown overleaf and note that the agreed terms will be confirmed to me by Meteor on acceptance of such Instruction

I/we authorise Meteor:

- to hold my/our cash subscription, Direct investments, NISA investments, interest, dividends and other rights or proceeds in respect of those investments and any cash or other proceeds
- to make on my/our behalf any claims to relief from tax in respect of NISA investments

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

Also Applicable to all NISA Applicants:

I declare that:

- all subscriptions made, and to be made, belong to me
- I have not subscribed and will not subscribe more than the overall subscription limit in total to a cash NISA and a stocks and shares NISA in the same tax year
- I have not subscribed and will not subscribe to another stocks and shares NISA in the same tax year that I subscribe to this stocks and shares NISA
- I am 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 or to perform such duties, or be married to, or in a civil partnership with, a person who performs such duties.

Important Note: Any subscriptions made to a Cash ISA or a Stocks and Shares ISA between 6th April 2014 and 30th June 2014 inclusive are now treated as if they were subscriptions to a Cash NISA or Stocks and Shares NISA (as applicable).

Signature:

Name:


Signature:

Name:

Date:

Note: If you have filled in and signed this application form, please return it or send it to Meteor Asset Management Limited, 55 King William Street, London EC4R 9AD or back to your financial adviser to submit the form.

For NISA Transfers please also complete and return the Existing NISA transfer request form on the following page.



Please ensure that you complete the Existing NISA Transfer Request form overleaf.

Existing NISA transfer request

Please complete this form using BLOCK CAPITALS in blue or black ink. For extra applications, simply photocopy this form or download a copy from our website at www.meteoram.com

Please supply your account details.

Account number:

Title (Mr, Mrs, Miss, Ms):

Surname:

Full forename(s):

Date of birth:

D	D	M	M	Y	Y	Y	Y
---	---	---	---	---	---	---	---

Permanent residential address:

Postcode:

NI number:

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N.B. Under NISA Regulations only whole transfers of current tax year subscriptions can be accepted.

For partial transfers indicate the amount to be transferred:

Type of NISA

£

cash

stocks and shares

NISA Account number:

Sort Code:

		-			-		
--	--	---	--	--	---	--	--

Name of investment:

1. Have you subscribed to your current NISA in the current tax year?

Yes

No

2. Do you wish to:

Close your account and transfer the balance plus interest?

Yes

No

if no, do you wish to:

Transfer your current year subscription as part of the transfer?

Yes

No

Transfer your current year subscription only?

Yes

No

Name of existing NISA Manager:

Address:

Postcode

Any special instructions:


In respect of the NISA Account detailed above I authorise my existing NISA Manager to

1. Transfer the cash value of the NISA together with any interest, dividends, rights and cash within the account, or the amount specified, as appropriate, to Meteor Investment Management Limited.
2. Provide Meteor with any information, written or non-written, and to accept any instructions from them relating to the transfer.
3. Ensure that all dividends, interest & tax credits arising after the transfer are paid to me.
4. a) Proceed immediately with the transfer and, where a period of notice is required for closure/part transfer, apply any consequential penalty (delete as appropriate); OR
b) Proceed with the transfer only after the full notice period has expired (delete as appropriate)

Signature:

Date:

Note: If you have filled in and signed this form, please send it to Meteor Asset Management Limited, 55 King William Street, London EC4R 9AD or to your financial adviser to submit the form.

A background image of a field of tall, thin grasses with feathery seed heads, set against a clear blue sky. The grasses are in the foreground and middle ground, with some in focus and others blurred. The overall tone is bright and natural.

Please ensure that you complete the Existing NISA Transfer Request form on previous page.



8. Authorised Signatures

The exercise of any options under the Terms and Conditions 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"/>

9. Declaration

I/we declare that I/we:

- I have carefully read the Plan brochure including any applicable Terms and Conditions for the Plan and accept the terms under which the Plan will be managed
- apply as Trustees/Authorised Parties for an Account to be opened in accordance with Meteor standard Terms and Conditions
- have completed this form to the best of my/our knowledge and belief and the information given in the application, whether in handwriting or not, is true and complete
- 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
- agree to inform Meteor immediately should the scheme beneficiary become resident(s) of the United States
- agree to inform Meteor immediately should there be any change in the scheme beneficiary’s residency for tax purposes
- will inform Meteor without delay of any change in my/our circumstances affecting any of the information in this form

I/we confirm that:

- my/our powers of investment, and delegation of those powers, permit me/us to invest the assets of the Scheme(s)
- 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 will be allocated in accordance with my/our instructions to Meteor
- this application and the Terms and Conditions referred to 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
- 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
- I/we have agreed the amount of any Initial Adviser Charge for these investments as shown overleaf and note that the agreed terms will be confirmed to me by Meteor on acceptance of such Instruction
- I/we will agree the amount of any initial Adviser Charge with my adviser at the time of any subsequent investment and understand that the agreed terms will be detailed in each Plan Application form sent to Meteor and confirmed to me by Meteor on acceptance of such Instruction

I/we authorise Meteor:

- to hold my/our cash subscription, Direct investments, interest, dividends and other rights or proceeds in respect of those investments and any cash or other proceeds

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

For and on behalf of the Trustees of the Scheme:

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

Note: If you have filled in and signed this application form, please return it or send it to Meteor Asset Management Limited, 55 King William Street, London EC4R 9AD or back to your financial adviser to submit the form.



Account Application for Trustees

Please complete this form using BLOCK CAPITALS in blue or black ink. For extra applications, visit our website at www.meteoram.com

1. Your details

Trust name:

Address for correspondence:

Postcode:

Type of trust (if applicable):

Name of administrators:

Contact name: Contact tel no:

Email:

Please provide details for Trustees and Beneficiaries with 25% or more beneficial ownership (use an additional sheet if necessary)

<p>Trustee</p> <p>Full name <input type="text"/></p> <p>Permanent address <input type="text"/></p> <p style="text-align: right;">Postcode: <input type="text"/></p> <p>Country of residence <input type="text"/></p> <p>Date of birth <input type="text"/><input type="text"/><input type="text"/> <input type="text"/><input type="text"/><input type="text"/><input type="text"/><input type="text"/><input type="text"/><input type="text"/></p>	<p>Trustee</p> <p>Full name <input type="text"/></p> <p>Permanent address <input type="text"/></p> <p style="text-align: right;">Postcode: <input type="text"/></p> <p>Country of residence <input type="text"/></p> <p>Date of birth <input type="text"/><input type="text"/><input type="text"/> <input type="text"/><input type="text"/><input type="text"/><input type="text"/><input type="text"/><input type="text"/><input type="text"/></p>
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2. Tax Status

Please list all countries where you are resident for tax purposes. This usually means the country / countries where you have an obligation to pay taxes or file tax returns. Please also provide your associated Tax Identification Number (TIN). A TIN is the tax reference number issued to you by the tax office in the country where you are resident for tax purpose. Where the country does not issue a TIN, please provide an equivalent reference.

Country	TIN
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

Is the Trust resident for tax purposes in any other country / countries other than those stated above? Yes No

If "Yes", please provide details on a separate sheet.

Does the Trust have a Global Intermediary Identification Number (GIIN) issued by the US Inland Revenue Service? Yes No

If "Yes", please provide the GIIN:

3. Investment (minimum £5,000)

Please complete the plan details below, indicating the investment type, adviser charging and amount.

Name of Plan	Amount (£)	Initial Adviser Charge (% or £)
FTSE® 5 / FTSE® 100 Monthly Defensive Plan October 2014	<input type="text"/>	<input type="text"/>

Your account must have cleared funds of this amount before any plan orders are executed. Total Amount: £

Please tick if the Adviser Charges detailed will be subject to VAT

Please indicate method of payment:

Cheque

Please make your cheque payable to **Meteor Investment Management Limited Client Account**. If you are sending us a building society cheque it should include your name in brackets on the payee line.

Electronic payment

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.



9. Authorised Signatures

The exercise of any options under the Terms and Conditions 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"/>
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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"/>

10. Declaration

I/we declare that:

- I have carefully read the Plan brochure including any applicable Terms and Conditions for the Plan and accept the terms under which the Plan will be managed
- I/we apply as Trustees/Authorised Parties for the Account to be opened in accordance with Meteor standard Terms and Conditions
- apply as Trustees/Authorised Parties for the Plan listed overleaf
- have completed this form to the best of my/our knowledge and belief and the information given in the application, whether in handwriting or not, is true and complete
- 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
- agree to inform Meteor immediately should I/we/the Trust become resident(s) of the United States
- agree to inform Meteor immediately should there be any change in the Trust’s residency for tax purposes
- if 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
- will inform Meteor without delay of any change in my/our circumstances affecting any of the information in this form

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 to be applied for
- I/we understand and agree that any investments in the Plan will be allocated in accordance with my/our instructions to Meteor (which includes any set out in the ‘Investment Details’ section of this application)
- if I/we have received financial advice, my/our financial adviser is not acting as agent to the Issuer or its affiliates
- I/we have agreed the amount of any Initial Adviser Charge for these investments as shown overleaf and note that the agreed terms will be confirmed to me by Meteor on acceptance of such Instruction
- I/we will agree the amount of any initial Adviser Charge with my adviser at the time of any subsequent investment and understand that the agreed terms will be detailed in each Plan Application form sent to Meteor and confirmed to me by Meteor on acceptance of such Instruction

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.
- this application and the Terms and Conditions referred to 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.

I/we authorise Meteor:

- to hold my/our cash subscription, Direct investments, interest, dividends and other rights or proceeds in respect of those investments and any cash or other proceeds;

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

Note: If you have filled in and signed this application form, please return it or send it to Meteor Asset Management Limited, 55 King William Street, London EC4R 9AD or back to your financial adviser to submit the form.



Account Application for Companies and Partnerships

Please complete this form using BLOCK CAPITALS in blue or black ink. For extra applications, visit our website at www.meteoram.com

1. Your details

Company/
Partnership name:

Address for
correspondence:

Postcode:

Registered company
address:

Postcode:

Company Number:

Country of
incorporation:

Tax reference No:

Ultimate Beneficial
Owner (if known):

Contact name:

Contact tel no:

Email:

Please provide director details for private companies only / partners in a partnership

Director / Partner

Full name

Permanent
address

Postcode:

Date of birth

Director / Partner

Full name

Permanent
address

Postcode:

Date of birth

(Please provide details of additional individuals on a separate sheet)

2. Tax Status

Please list all countries where the company / partnership is resident for tax purposes. This usually means the country / countries where you have an obligation to pay taxes or file tax returns. Please also provide the associated Tax Identification Number (TIN). A TIN is the tax reference number issued by the tax office in the country where you are resident for tax purpose. Where the country does not issue a TIN, please provide an equivalent reference.

Country	TIN
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

Is the company/partnership resident for tax purposes in any other country / countries other than those stated above? Yes No

If "Yes", please provide details on a separate sheet.

Does the company/partnership have a Global Intermediary Identification Number (GIIN) issued by the US Inland Revenue Service? Yes No

If "Yes", please provide the GIIN:

3. Investment (minimum £5,000)

Please complete the plan details below, indicating the investment type, adviser charging and amount.

Name of Plan	Amount (£)	Initial Adviser Charge (% or £)
FTSE® 5 / FTSE® 100 Monthly Defensive Plan October 2014	<input type="text"/>	<input type="text"/>

Your account must have cleared funds of this amount before any plan orders are executed. Total Amount: £

Please tick if the Adviser Charges detailed will be subject to VAT

Please indicate method of payment:

Cheque

Please make your cheque payable to **Meteor Investment Management Limited Client Account**. If you are sending us a building society cheque it should include your name in brackets on the payee line.

Electronic payment

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.



9. Authorised Signatures

The exercise of any options under the Terms and Conditions 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"/>

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- apply as Authorised Parties for the Plan listed overleaf
- have completed this form to the best of my/our knowledge and belief and the information given in the application, whether in handwriting or not, is true and complete
- 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
- agree to inform Meteor immediately should I/we become a resident(s) of the United States
- agree to inform Meteor immediately should there be any change in the company/partnership’s residency for tax purposes
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Signature:	<input type="text"/>
Name:	<input type="text"/>
Signature:	<input type="text"/>
Name:	<input type="text"/>
Date:	<input type="text"/>

Note: If you have filled in and signed this application form, please return it or send it to Meteor Asset Management Limited, 55 King William Street, London EC4R 9AD or back to your financial adviser to submit the form.

Approved and issued by Meteor Asset Management Limited.
Meteor Asset Management is authorised and regulated
by the Financial Conduct Authority, Financial Services Register Number 459325.
Financial Conduct Authority: 25 The North Colonnade, Canary Wharf, London E14 5HS.

M00797_12AUGUST2014



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