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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, including the Terms and Conditions prior to making an investment. Neither Meteor, nor Morgan Stanley B.V., provide financial advice or advice about taxation in relation to this Plan. 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.

All capitalised terms are defined in the Terms and Conditions on page 22.

This Brochure is also available in large print. Please call 020 7904 1010 to request a copy. PAGE iii



## Plan Summary

<pre>c investment</pre>							
S&P GSCI Crude Oil Excess Return Index (the 'Index')							
Morgan Stanley B.V.							
or')							
This is a capital-at-risk product. You will lose some, or all, of your money if the closing level of the Index on any day during the investment term is below 50% of its Opening Level and the Final Level of the Index is below its Opening Level. The amount you would lose will equal the percentage that the Final Level of the Index is below its Opening Level.							
If, on the Early Measurement Date, the closing level of the Index is at least equal to its Opening Level, the Plan will mature early and make a gross investment return of 24% of the money you invest in the Plan.							
ill be on 27 September 20	17, two and a half years after the Start Date.						
If the Plan has not matured early and the Final Level of the Index is above its Opening Level, the Plan will make an investment return equal to 1.5 times the rise in the Index. If the Final Level of the Index is equal to or below its Opening Level, the Plan will provide no investment return at the Maturity Date.							
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.							
<ul> <li>Individual or joint applications</li> <li>Stocks and shares NISAs in respect of the 2014/15 tax year</li> <li>NISA transfers</li> <li>Pension schemes</li> <li>Trustees, companies and partnerships</li> </ul>							
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.							
Listing	Irish Stock Exchange						
	e Securities and any further information rebsite at <b>www.meteoram.com</b>						
We will receive a distribution fee of up to 2.25%. 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. No part of this fee will be used to remunerate any adviser.							
	or') bu will lose some, or all, of vestment term is below 50 ing Level. The amount you vest opening Level. vate, the closing level of the y and make a gross invest ill be on 27 September 20 ly and the Final Level of the eturn equal to 1.5 times the its Opening Level, the Plan y investment return from a to be subject to Capital C ions respect of the 2014/15 ta: artnerships dents of the United States Notes issued by Morgan S viewed in a similar way to a es issued by Sienna Finance depend on the ability of M e Securities. <b>Listing</b> be Prospectus relating to the Meteor or by visiting our w of up to 2.25%. We use this in, as well as marketing the Id otherwise have been pay.						

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### PAGE 2

## Key Risks

## Risk to capital and investment return

- 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 is based on the Index. If the closing level of the Index is below 50% of its Opening Level on any day during the investment term, and the Final Level of the Index is lower than its Opening Level, you will lose money.
- It is possible that no investment return will be payable at all.

### Access to capital

- In normal market conditions, it is expected that Morgan Stanley & Co. International plc (the Determination Agent) will provide pricing of the Securities to the Plan Manager for investors who may require access to their investment 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).
- If your circumstances change meaning you need to encash the investment before the Maturity Date, and the Securities could be sold, you may not receive back all of the amount you originally invested in the Plan. You will also have to pay an administration charge.

## **Counterparty risk**

- There is a risk that the Issuer and/ or Guarantor could fail to make the payments due under the Securities. In the event of this happening you would lose some, or all, of the money you invest in the Plan, as well as any investment return to which you may otherwise have been 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 fails 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 15 to 17.

## Key Dates

Closing date for Plan subscriptions	<ul><li>NISA transfer applications</li><li>Applications with cheques</li><li>Applications with bank transfers</li></ul>	11 March 2015 19 March 2015 25 March 2015
Start Date	27 March 2015	
Opening Level	Closing level of the Index on	27 March 2015
Early Measurement Date	27 September 2017	
Final Level	Closing level of the Index on	27 March 2020
Maturity Date	14 April 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 18), this amount will be deducted from the original amount subscribed and the remainder will be the capital you invest in the Plan (the 'Net Subscription'). 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). Neither the Plan nor the underlying Securities track the Index directly but offer the potential for an enhanced return on your investment compared to the actual performance of the Index.

The potential investment returns from the Plan are linked to the performance of the Index (see pages 7 and 9).

On the Early Measurement Date the Plan may mature early, paying you an investment return and a return of your Net Subscription in full. If the Plan does not mature early, and the Final Level of the Index is above its Opening Level, you will receive an investment return of 1.5 times the rise in the Index. This is explained on page 7, 'Investment return'.

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 17). If the performance of the Index is such that no investment return is payable, the return of capital at the Maturity Date is based on the performance of the Index. You will lose some, or all, of the money you invest in the Plan if the closing level of the Index on any day during the investment term is below 50% of its Opening Level and the Final Level of the Index is below its Opening Level. This is explained on page 8, 'Return of capital'.

The trade-off for the possible enhanced returns and limiting the possibility of capital loss is that if the Index were to increase by more than the potential investment return, you would not benefit from any investment return above that provided by the Plan.

If the Plan is oversubscribed we may not be able to accept your application, and we will notify you of this.

**Disclaimer** – S&P Goldman Sachs Commodity Index<sup>™</sup> (S&P GSCI, GSCI-ER and its Sub-Indices) are trademarks or service marks of the McGraw-Hill Companies, Inc. ("McGraw-Hill) and have been licensed for use by the Issuer in connection with this transaction. This transaction is not sponsored, endorsed, sold or promoted by McGraw-Hill. It makes no representation or warranty, express or implied, to the counterparties of this transaction or any member of the public regarding the advisability of investing in securities, derivatives, or any transactions generally or in this transaction particularly or the ability of the S&P GSCI and its Sub-Indices to track general commodity market performance. McGraw-Hill's only relationship to the Issuer is the licensing of the GSCI Index, which is determined, composed and calculated by McGraw-Hill without regard to the issuer of this transaction. McGraw-Hill has no obligation to take the needs of the Issuer or the Noteholders into consideration in determining, composing or calculating the S&P GSCI and its Sub-Indices. McGraw-Hill is not responsible for and has not participated in the determination of the timing of, prices at, or quantities of this transaction to be issued or in the determination or calculation by which the transaction is to be converted into cash. McGraw-Hill has no obligation or liability in connection with the administration, marketing or trading of the underlying S&P GSCI and its Sub-Indices.

Business Disruption, Market Disruption and Adjustment Events

A number of events relating to the Index, such as market disruption events, disruption, modification or cancellation of the Index, or change in laws or regulations, give the Determination Agent, at its sole and absolute discretion and in good faith, the right to determine whether any adjustment to the terms and conditions of the Plan is required. Any such adjustment may affect the amount of investment returns payable from the Plan. These adjustments may include, but are not limited to: adjustments to the Opening Level and/or Final Level, postponing the dates on which the Opening Level and Final Level are observed, substitution of the Index, and early termination of the Plan.

As soon as practical, the Plan Manager will advise you of any adjustment to be made to the terms and conditions of the Plan. Further information is available in the Base Prospectus which is available upon request.

## **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 your Net Subscription in the Plan, or any investment return 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 range of banks to hold client money. You may be eligible to make a claim if any of the banks we use, or may use in the future, become 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/complaintsand-compensation/how-to-claimcompensation/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.

### 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: Morgan Stanley and Bloomberg, 4 February 2015

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

Any information on credit ratings of the Guarantor of the Securities provided in this Brochure is correct at the time of publication. The credit ratings assigned to the Guarantor of the Securities can change at any time without notice.

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.



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## Selection of a counterparty

The security of your investment depends on the creditworthiness of the Issuer and/ or Guarantor. It is possible that the Issuer and/or Guarantor 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 you may wish to take 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 Guarantor.

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 view over the intermediate term. 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 where appropriate. We will 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.



Final Level of the 0% or Index relative to its +2% +5% +20% +30% +1% +8% +10% +40% less **Opening Level** 

## Investment return

Crude Oil Kick Out Supertracker Plan March 2015

### How investment return is calculated

The investment return from the Plan is linked to the performance of the Index. The Opening Level of the Index will be its closing level on 27 March 2015.

We will compare the Opening Level with the closing level of the Index on the Early Measurement Date. The Early Measurement Date will be on 27 September 2017, two and a half years after the Start Date.

If, on the Early Measurement Date, the closing level of the Index is at least equal

**Opening Level?** 

Level?

Early Measurement Date (27 September 2017)

Year 5 Final Level (27 March 2020)

Is the closing level of the Index at least equal to its

Is the closing level of the Index above its Opening

to its Opening Level, the Plan will mature early and make a gross investment return of 24% of the money invested in the Plan.

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

If, on the Early Measurement Date, the closing level of the Index is below its Opening Level, no investment return will be made and the Plan will remain in force.

**Opening Level** The closing level of the Index on 27 March 2015

No

No

No investment return is achieved.

Yes

Yes

If the Plan runs for its full term, we will compare the Final Level of the Index on 27 March 2020 with the Opening Level. If the Final Level is higher than the Opening Level, the gross investment return on the Maturity Date will be equal to 1.5 times the percentage rise in the Index.

If the Plan has not matured early and the Final Level of the Index is equal to or below its Opening Level, no investment return will be made.

> The Plan matures early and you receive a gross investment

the performance of the Index

The Plan matures and you receive a gross

investment return equal to 1.5 times the rise in

return of: 24%





## Return of capital

### How capital return is calculated

If the Plan matures early at the Early Measurement Date, your Net Subscription will be returned in full.

If the Plan does not mature early following the Early Measurement Date, the return of your Net Subscription at the Maturity Date will be based on the performance of the Index and is not guaranteed to be returned in full.

You will lose some, or all, of your Net Subscription if the closing level of the Index on any day during the investment term is below 50% of its Opening Level and the Final Level of the Index is below its Opening Level.

In this case, the reduction in your Net Subscription at the Maturity Date will equal the same percentage that the Final Level of the Index is below its Opening Level.

For example; if the Index closes below 50% of its Opening Level during the term, and the Final Level was 40% below its Opening Level, you would lose 40% of your Net Subscription. If your Net Subscription was £10,000, this would mean you would lose £4,000 and receive back only £6,000 of the money you invested in the Plan.

If the Final Level of the Index is at least equal to its Opening Level, you will receive a full return of your Net Subscription even if the Index had previously fallen below 50% of its Opening Level during the term of the Plan. If the closing level of the Index never falls below 50% of its Opening Level on any day during the investment term, but the Final Level of the Index is up to 50% below its Opening Level you will receive a full return of your Net Subscription.

The table below gives examples of the return of capital at maturity based on a range of movements of the Index.

The table does not give predictions of what we believe you might receive. It is designed to illustrate how the return of the money you invest in the Plan is calculated. You should be aware that you

£10,000 Net Subscription	The closing level of the Index was never less than 50% of its Opening Level on any day during the investment term	The closing level of the Index was below 50% of its Opening Level on any day during the investment term				
Final Level of the	Amount of Net Subscription	Amount of Net Subscription				
Index	returned at maturity	returned at maturity				
20% higher	£10,000	£10,000				
Equal to Opening Level	£10,000	£10,000				
20% lower	£10,000	£8,000				
30% lower	£10,000	£7,000				
50% lower	£10,000	£5,000				
80% lower	n/a	£2,000				
100% lower	n/a	£0				

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## The Index

04 Aug 2005

04 Feb 2005

04 Feb 2006

There are now many indices from lots of organisations, all of which are designed to convey to the world how different markets are performing. Some are even designed to convey the market value of specific commodities.

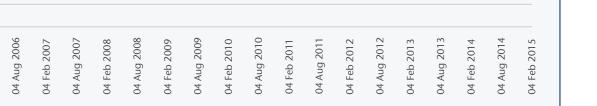
The S&P GSCI Crude Oil Excess Return Index provides investors with a reliable and publicly available benchmark for investment performance in the crude oil market.

The Index shows the performance of the crude oil index excluding the impact of US Dollar interest rates.

The graph shows the movements in the Index over the ten year period ending 4 February 2015. 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

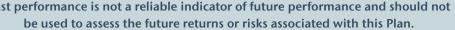
shows, it is important to remember that the returns under this Plan are linked to the price of Crude Oil, which can show extreme price movements over short and long periods, meaning the Index can prove to be volatile causing the value of any investment to fall as well as rise.

S&P GSCI Crude Oil Official Close Index ER



Source: Meteor Research Department/Bloomberg, 4 February 2015

For the purposes of the graph the Index has been rebased at 100 on 4 February 2005





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.

We have simulated the past performance of the Plan based on the actual performance of the Index for every completed six year period since data was available for the Index on 7 January 1987.

Our research shows that there were 3,645 instances (62.61% of all occasions) out of 5,822 completed periods that would have achieved an investment return of 24% at the end of the early maturity date.

In addition, the simulated past performance shows that the Plan would have produced an investment return at maturity in 958 instances (16.45% of all occasions).

However, there were 1,100 occasions where the Plan would have returned a loss at maturity.

There would also have been 119 instances (2.04% of all occasions) where the Plan would have returned the amount invested only.

However, it should be remembered that simulated historical performance is not an indicator of future performance and that this may not be replicated over the term of this Plan.

The table below shows how the Plan would have performed, had it been available, for every completed 5 year period from 7 January 1987 to 2 February 2015.

	Number of cycles	Percentage
Number of 6 year cycles tested	5,822	
Number of times the Plan would have returned a loss	1,100	18.89%
Number of times amount invested returned only	119	2.04%
Number of times the Plan would have made an investment return at the end of the early maturity date	3,645	62.61%
Number of times the Plan would have made an investment return at maturity	958	16.45%
Number of times at maturity the Plan would have produced an investment return of between 0% and up to 20% after five years	121	2.08%
Number of times at maturity the Plan would have produced an investment return of between 20% and up to 40% after five years	133	2.28%
Number of times at maturity the Plan would have produced an investment return of between 40% and up to 60% after five years	169	2.90%
Number of times at maturity the Plan would have produced an investment return of between 60% and up to 80% after five years	161	2.77%
Number of times at maturity the Plan would have produced an investment return of between 80% and up to 100% after five years	144	2.47%
Number of times at maturity the Plan would have produced an investment return of more than 100% after five years	230	3.95%

## Source: Meteor Research Department/Bloomberg, 4 February 2015 Note: Percentages are rounded to two decimal places and may not add up to exactly 100%.

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## 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, SSASs and other pension arrangement will usually be free of tax. Should you invest within a NISA, the returns will be tax free.

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

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 exemption allowance (trusts are entitled to 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.



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## 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 21) 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 18).

NISA transfer applications must be received by Meteor by the 'NISA transfer application' 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 by the 'Applications with cheques' 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 became 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, from a cash NISA to a stocks and shares NISA, as well as between NISAs of the same type.

Investors who have already subscribed to a stocks and shares NISA can only "top up" their subscription to the new limit with the same stocks and shares NISA Manager and/or by investing in a cash NISA. Investors who have already subscribed to a cash NISA can only top up their subscription with the same cash ISA manager and / or by investing in a stocks and shares NISA. In all cases the total subscribed must not exceed £15,000. 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 15).

The minimum value for 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
- 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. 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 Or					
NISA transfer to another NISA Manager	£150	2150 y On transfer				
Other potential Services and Charges						
CHAPS payment (including at maturity)	£35	у	On payment			
Unpaid cheque	£40	у	On debit from our account			
Copy of taped call	£40	у	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	у	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 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, or 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**

Should the 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.
- The Securities are linked to Preference Shares issued by Sienna Finance UK Limited. 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, which therefore may affect returns under the Plan.
- 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 Index, and the creditworthiness of the Issuer and/or Guarantor will all affect the price of a security.
- The Opening Level of the Index applies on the Start Date of the Plan and not the date on which you apply for the Securities. The level 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 an adviser charge 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 Determination Agent 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 Issuer and/or Guarantor.
- In the event that a Business Disruption, Market Disruption or an Adjustment Event occurs (see page 4), the Securities may be subject to such changes as are agreed between the Determination Agent and Meteor or terminated by the Determination Agent, and in either such case the investment return applicable to such Security may be varied by the Determination Agent, in its commercially reasonable discretion.

#### **Pricing risk**

The Determination Agent 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 Index 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 11.





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

## 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 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 does not proceed?

If your money cannot be invested into the Plan for either of these reasons, we will notify you of this.

## 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 Exchange Tower, 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 adviser charge due to your adviser.
- An adviser 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 Limited 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.

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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 10 Business Days after the Early 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 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?

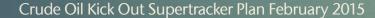
- We will write to you to acknowledge the Plan you have selected within five working days. With this letter we will send you a summary of your investment and a notice of cancellation.
- Shortly after the Start Date of the Plan we will send you details of your investment. We will send you a half yearly 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.

### How can I obtain a copy of the Prospectus relating to the Securities?

You can obtain a copy of the Base Prospectus relating to the Securities and any further information about the investment product on request from Meteor or by visiting our website at www.meteoram.com.







## **About Meteor**

Meteor Asset Management Limited will act as Plan Manager. Meteor Investment Management Limited (MIM) is the Plan Administrator. 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 and accept that if the closing level of the Index is more than 50% below its Opening Level on any Business Day and the Final Level of the Index is below its Opening Level, I will lose some, or all, of the money I invest in the Plan
- I understand that the investment is designed to mature at the end of the 5 year 2 week term, but may potentially mature early
- I accept that the Plan may not provide any investment return at all
- I accept that in the event that the Issuer and/or Guarantor default 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 Determination Agent will provide pricing
- I understand I will not have recourse to the FSCS in the event that the Issuer and/or Guarantor 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 Level of the Index before the Start Date
- I am comfortable with the fact that should the Index rise by more than the potential investment return at the Early Measurement Date, 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 Index
- 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 Level of the Index before the Start Date
- I am not comfortable with the fact that should the Index rise by more than the potential investment return at the Early Measurement Date, 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 Index 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 Notes, Series A and Series B Warrants and Certificates at 16 December 2014, as supplemented.

**Brochure** – This document, including these Terms and Conditions

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

**Client Account** - All client bank accounts are designated as such in the account name with the words 'client account', in order to distinguish those accounts from any of Meteor Investment Management's own bank accounts held with the same credit institution.

**Client Money** - means money that we hold for You in the course of carrying on designated investment business.

**Counterparty** – Morgan Stanley

**Determination Agent -** Morgan Stanley & Co. International plc

**Direct Investment** – an investment in the Plan not qualifying as a stocks and shares NISA.

**Early Measurement Date** – as defined on page 2.

**Final Level** - as defined on page 2.

Financial Conduct Authority - the FCA.

**Financial Services Compensation Scheme -** the FSCS.

**Financial Services Register** - a public record of all the firms and individuals regulated by the FCA.

Guarantor – Morgan Stanley

**HMRC** – Her Majesty's Revenue and Customs

**Issuer** – Morgan Stanley B.V.

Maturity Date - as defined on page 2. Meteor Capital Group Limited – the parent company of Meteor Asset Management Limited and Meteor Investment Management Limited.

**Net Subscription** - Your Subscription, less any amount you have asked the Plan Manager to pay to meet any adviser charges outlined in Condition 9b. **NISA** — a New Individual Savings Account set up in line with these Terms and Conditions and the Regulations.

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

**Opening Level** – the closing level of the Index on the Start Date of the Plan.

**Plan** – the stocks and shares NISA or Direct Investment, as described in the 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 FCA and must follow the FCA 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 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 this Brochure, to which these Terms and Conditions are attached.

**Preference Shares** – the preference shares issued by Sienna Finance UK Limited to which the Securities are linked and which are in turn linked to the performance of 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.

**RPI** – Retail Price Index

**Rules** - the rules of the FCA as amended from time to time.

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

SIPP - Self-Invested Personal Pension.

SSAS - Small Self-Administered Scheme.

Start Date - as defined on page 2.

**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, us and 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

- a. 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.
- b. By signing the Declaration on the Application Form, you confirm that the information you have provided is accurate and complete.
- c. By completing the Application Form, you instruct the Plan Manager to choose and buy Securities that have been designed to provide the benefits of the Plan as described in this Brochure.
- d. 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.

- e. 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.
- f. 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.



## Terms and Conditions - continued

#### 3. Client Categorisation

- a. The Plan Manager categorises all clients dependent on their knowledge and experience, to ensure that they receive the appropriate level of regulatory protection.
- b. Except where otherwise notified to you in writing, the Plan Manager shall treat you as a retail client, for the purposes of the Rules to provide the highest level of regulatory protection.
- c. 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.
- d. Investors whom 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

- a. 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 Issuer and/or the Guarantor, who will also be the market maker.
- b. 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.
- 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 held while the Plan Manager is waiting to pay you for Securities 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 Plan holders 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 Issuer and/or the Guarantor.
- The Plan Manager will accept further dividends and cash payments into your Plan after a NISA transfer has been completed, but cannot invest once the Plan has passed the Start Date.
- In the case of some Securities, the Plan i. Manager is required to buy and sell Securities in specific lot sizes or subject to minimum trade volumes. This can mean that, when fulfilling an order, Meteor Capital Group Limited may take a small long or small 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 Brochure, your Net Subscription will be returned to you.
- In the event of the Counterparty or the Issuer 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 Subscription plus any investment return 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. We take all reasonable steps to identify conflicts of interests between it, including its managers, employees and any person linked directly or indirectly to them, and any of their clients, and also between clients.
- b. Our aim is to manage any such conflicts that do arise and ensure that all customers are treated fairly.
- c. 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 Net Subscription 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.

#### 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 2.25%. This will not affect the calculation of returns described in the Brochure.
- b. If you decide to pay any financial adviser charge, 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 (the amount remaining is your Net Subscription).

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 ISA 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 26.
- f. A schedule of the charges is set out on page 14 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 Business 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 require 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. If you ask, the Plan Manager will send you any information issued to holders of the Securities in which you invest. If you ask, 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.
- g. Unless you elect to receive ongoing paper correspondence on your Application Form, 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, 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 14 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.

#### **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 Determination Agent and will reflect the limited market in the Securities.

The Issuer and/or Guarantor 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 26. 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, your personal representatives are able to re-register the ownership of the Plan and hold it until the Maturity Date.
- d. If your personal representatives wish to encash the Securities, the charge set out on page 14 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. Business Disruption, Market Disruption and Adjustment Events

a. The Plan Manager will perform its obligations set out in these Terms and Conditions unless events outside of its reasonable control prevent or restrict it from so doing. Such events are outlined below. If such an event occurs, one consequence may be that a payment due to you is adjusted, reduced or delayed. In all cases the Plan Manager will use due care when considering how to respond and its response will be fair and proportionate. Neither the Plan Manager nor the Plan Administrator will be liable for any failure or delay in performing its obligations, as described in the Brochure or these Terms and Conditions, caused by a Business Disruption Event and will use reasonable efforts to minimise any adverse impact on you as far as they reasonably can. If you are being disadvantaged we will tell you as soon as possible.

A Business Disruption Event means a significant event which is outside the Plan Manager's control. Examples are:

- · Strikes, lockouts or other industrial action;
- Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war, the threat of, or preparation for, war;
- Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- Restrictions imposed by legislation, regulation or other governmental initiatives that are not a result of misconduct;
- Recession or significant economic collapse of a market or country;
- Failure of transport networks or other external utilities (for example telecommunications networks, water or power) leading to unavoidable disruption;

- The suspension, limitation or material disruption of trading of any underlying index or share to which interest from the Plan is linked;
- The exchanges on which any underlying share, to which interest from the Plan is linked, failing to open for trading or closing early;
- The exchanges on which the constituent shares of any index to which interest from the Plan is linked failing to open for trading or closing early; or
- The level of any underlying index or share, to which interest from the Plan is linked, is not calculated or published.

There may be other significant events outside the Plan Manager's control that it is unable to anticipate. If such an event impacts its ability to perform its obligations under the Plan, the Plan Manager will advise you as soon as reasonably able, and let you know how it intends to deal with it. How quickly it would be able to notify you may depend upon the severity of the event.

b. Adjustment events can arise for different reasons and may affect a stock market, an index or an individual company. Should any share and/or index, to which the interest from the Plan is linked, experience an event of the nature of the examples above, which has or may have an effect on the value of its shares, the Counterparty or one of its affiliates may at its sole and absolute discretion and in good faith, determine whether any adjustment to the terms and conditions of the Security is required.

Any adjustment could include the amendment of the Opening Level, removal or substitution of the affected share and/or index, or even bring forward the Maturity Date of the investment.

Examples which may constitute an adjustment event include, but are not limited to, insolvency, suspension, delisting, a rights issue, a merger with or takeover by another company and nationalisation, a material change in the calculation of an index, the cancellation of an index or the failure of an index sponsor to calculate and announce the level of an index.

As soon as practical, the Plan Administrator will advise you of any adjustment to be made to the terms and conditions of the Plan.

The terms of the Plan contain provisions which may result in adjustments to the calculation of your entitlement to any payments which would otherwise become due from the Plan and/or the timing of such calculation as a result of extraordinary circumstances, disruption or certain adjustment events.

### Crude Oil Kick Out Supertracker Plan March 2015



c. Any payment due to you under the Plan is dependent on payment being made by the Counterparty, in accordance with the terms of the investment. These terms contain provisions which may result in adjustments to the calculation of your entitlement and/or the timing of such calculation as a result of certain adjustment or market disruption events. Depending on the event or circumstance, you may have to wait longer for the maturity proceeds than the Maturity Date.

#### 16. Prevention of money laundering

- a. Your financial adviser has to verify your identity for the purpose of antimoney 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 antimoney 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 they are taking instructions only from the correct person. The check will be carried out using a reliable and reputable electronic database agency. This is not a credit check and will leave a different 'footprint' on your electronic record to that left by a credit check.
- c. This enables 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.

#### **17. Providing information to HMRC**

- a. You authorise the Plan Manager to give HMRC 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.

## 18. 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.

#### 19. Corporate and Trustee Plan holders

- 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.

#### 20. 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, if a Rule or a Regulation is broken, 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. 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 any of its employees dishonestly using funds or Securities or other qualifying investments, among other things.
- 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.

#### 21. 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 Brochure.
- b. If you ask, the Plan Manager will send you written details of how 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 Exchange Tower, London E14 9SR. Tel: 0800 023 4567.
- d. Making a complaint will not affect your right to take legal action.

#### 22. Access to the Financial Services Compensation Scheme

- a. In the event that the Counterparty or the Issuer who the Plan Manager deals with on your behalf fails to meet its obligations to pay to 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. You may be eligible to make a claim if any of the banks we use, or may use in the future, become 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.



## Terms and Conditions - continued

### 23. 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.

#### 24. 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 of 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.

#### 25. 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.
  - $\cdot$  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 Data Protection Officer at Meteor Asset Management.

#### 26. 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		Applicant 2
Title (Mr, Mrs, Miss	s, Ms)	Title (Mr, Mrs, Miss, Ms)
Surname		Surname
Full forename	(s)	Full forename(s)
Permanent address		Permanent address
	Postcode	Postcode
Date of birth		Date of birth DDMMYYYY
Occupation		Occupation
Tel no.		Tel no.
Email address		Email address
National Insur	rance (NI) number:	National Insurance (NI) number:
You can find you	ur NI number on a payslip, form P45 or P60, letters from th	he HM Revenue and Customs or the Benefits Agency, or pension order book.
Are you a US Cit	izen? Yes No	Are you a US Citizen? Yes No
Are you resident	: in the UK for tax purposes? 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	Are you resident for tax purposes in any other country? Yes No
If yes, please pro	vide details of the Country/Countries and Tax Reference(s):	If yes, please provide details of the Country/Countries and Tax Reference(s):
For direct inv	estments only, on behalf of a child (not aged 18	or over), please fill in the child's name here.
Full name:		Date of birth: DDMMYYYY
2. Provisio	n of Future Information	
Online	communications only	Paper-based correspondence (0.25% initial charge)
I understand that	at I will only receive future details of my account via	I prefer to continue to receive all details of my account, including

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.)

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.

Plan Name	Inve please en	Adviser Charge						
	Direct	NISA (2014/15)	NISA transfer	% or £				
Crude Oil Kick Out Supertracker Plan March 2015								
Your account must have cleared funds of this amount before any plan orders a	are executed.	Total Amount:	£					
Please tick if the adviser charges detailed will be subject	t to VAT							
Please indicate method of payment:								
Cheque	Elec	tronic payment						
Please make your cheque payable to Meteor Investment Management	If you send money by bank transfer, the details you require are:							
Limited Client Account. If you are sending us a building society cheque								
it should include your name in brackets on the payee line.								

IBAN: GB86MIDL40271593666182 Sort Code: 40-27-15 Account Number: 93666182.

### 4. Your bank details

Ba	nk name:									Bar	ık so	rt co	ode:					-		-		
Ac	count									Acc	Account number:											
na	ame:									Ref	eren	ce (	if any	/):								
Bu	ilding Societ	y Refere	nce or F	toll No:																		
На	ve you recei	ived fina	ncial a	dvice?	?																	
	Yes, I/we hav	ve receive	d advice	from															1)	name	of f	irm)
	No, I/we haven't received financial advice.																					
5.	Please ansv	wer the	quest	tions k	below	•																
1.	Please indicat	te if you ł	old any	of the f	followir	ng inv	estm	ents:														
	Bank deposits	cash	NISAs	stocks	s and sh	ares N	IISAs	U	nit tru	sts/inv	estme	ent t	rusts	D	irect ec	luity	inve	stme	ent	0	ther	
2.	Please indica	ite if you l	nave eve	r held:																		
	Any investme the performa				-													Y	es		No	
	A structured	product (	a fixed t	erm inv	estmer	nt sucl	h as t	he or	ne you	u are a	pplyi	ng f	or).					Y	es		No	
3.	Do you have	the capa	city and	willing	ness to	accep	ot the	risks	of the	e inves	tmer	nt, ir	ncludi	ing ai	ny risk t	to ca	pita	? <b>Y</b>	es		No	
4.	Do you under																nan	ce				
	of your chose income/intere			the eve	nt of ad	verse	mark	et cor	nditior	ns you	may	not	receiv	e any	growtł	า/		Y	es		No	
5.	Do you unde terms, the an							-						· ·	on the	Plan	I	Y	es		No	
<ul> <li>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 at the date of sale and that this value could be less than the amount you invested?</li> <li>Yes</li> </ul>							No	,														
7.	Do you unde on earlier end income/inter	cashment	, you m	ay lose :	some o	r all, d	of you	ur inv	estme	ent or	depo	sit a						Y	es		No	
8.	Do you unde	erstand th	e charge	es assoc	iated w	ith th	ie Plai	n?										Y	es		No	
9.	Do you unde	erstand th	e persoi	nal tax i	mplicat	ions o	of you	ur inv	estme	ent?								Y	es		No	
10.	Do you unde	erstand th	e comp	ensatior	n arrang	gemei	nts ap	oplica	ble to	o the P	lan?							Y	es		No	

## 6. Intermediary details

1		— Financial Services
Firm name:		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 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 numbe	er:				
Title (Mr, Mrs, Miss, Ms):		Surname:						
Full forename(s):				Date of birth:				
Permanent residential address:								
NI number:				Postcode:				
Indicate the amount t	o be transferred:	Ту	pe of NISA					
£				cash	stocks and shares			
NISA Account number:				Sort Code:				
Name of investment:								
1. Have you subscribed to	o your current NISA in t	the current tax year?			Yes No			
2. Do you wish to: Close your account an	nd transfer the balance			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			
N.B. If your intended tr subscriptions must be t		ansfer of current yea	r subscriptions, all of t	the present valu	ue derived from current year			
Name of existing NISA Ma	inager:							
Address:								
				Postcod	le			
Any special instructions:								
In respect of the NISA Ac	count detailed above l	authorise my existing	NISA Manager to					
<ol> <li>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.</li> </ol>								
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 appr	opriate)				

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.

Please ensure that you complete the Existing NISA transfer request form on previous page.



# Trustee Account Application for Pension Schemes (SIPP & SSAS)

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

	Scheme Name:         Scheme         Reference No:         Type of pension scheme: (please tick one box below)	
Postcode:	A small self-administered scheme (SSAS):	
	Please note: a copy of the HMRC approval letter must be enclosed with all SSAS applications.	
	A self-invested personal pension scheme (SIPP):	
		Scheme         Reference No:         Type of pension scheme: (please tick one box below)         Postcode:         A small self-administered scheme (SSAS):         Please note: a copy of the HMRC approval letter must be enclosed with all SSAS applications.

## Please provide the details of the scheme beneficiary here.

Title (Mr, Mrs, Miss, Ms):	Surname:
Full forename(s):	
Permanent residential address:	
Postcode:	Country:
Occupation:	Date of birth: DDMMYYYY
NI number:	You can find the NI number on a payslip, form P45 or P60, letters from the HM Revenue and Customs or the Benefits Agency, or pension order book.
Is the Beneficiary a US Citi	zen? Yes No Is the Beneficiary resident in the UK for tax purposes? Yes No
Is the Beneficiary resident	for tax purposes in any other country? If yes, provide details of the Country(ies) and Tax Reference(s). Yes No
Please provide Trustee	e details (to be completed by non-regulated trusts only)
Trustee 1	Trustee 2

inustee i		Inustee Z	
Full name		Full name	
Permanent		Permanent	
address		address	
	Postcode		Postcode
Date of birth		Date of birth	

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

# 2. Investment (minimum £5,000)

Please complete the plan details below.

Name of Plan	Amount (£)	Adviser Charge (% or £)
Crude Oil Kick Out Supertracker Plan March 2015		
Your account must have cleared funds of this amount before any plan orders ar	e 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.

# 3. Provision of 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:

# 4. Your bank details

Ва	ink name:		Bank sort code:	-	-	-	-	
Ac	count		Account number:					
na	ime:		Reference (if any):					
Bu	ilding Society	y Reference or Roll No:						
Ha	ve you recei	ived financial advice?						
	Yes, I/we hav	/e received advice from			(	(name	e of fi	irm)
	No, I/we have	en't received financial advice.						
5.	Please answ	wer the questions below:						
1.		te if you hold any of the following investments:						
	Bank deposits	Unit trusts/investment trusts	Direct equity investment			othe	<b>:</b> ۲	
2.	Please indicat	te if you have ever held:						
		ent where the capital and growth/income/interest payr			N.		ы.	
		ance of the underlying securities, such as equities, com	•	onas.	Yes		No	
	A structured p	product (a fixed term investment such as the one you a	are applying for).		Yes		No	
3.	Do you have	the capacity and willingness to accept the risks of the	investment, including any risk to	o capital	? Yes		No	
4.		rstand that the amount of any growth/income/interest pa			е			
	-	n plan and that in the event of adverse market conditions est payment(s)?	you may not receive any growth	/	Yes		No	
F			ad and that depending on the l	Jan	ics		110	
5.	-	erstand how the return of capital at maturity is calculate nount you receive may be less than the amount of you		'ldll	Yes		No	
6.		erstand that the Plan is designed to be held for the full i	-	۰ to				
		the amount you receive would depend on the value of						
	and that this	value could be less than the amount you invested?			Yes		No	
7.		erstand that if the Issuer were unable to pay the amoun						
		cashment, you may lose some or all, of your investmen est payment(s) to which you would otherwise have be	. , , ,	′th/	Yes		No	
0			en enuded?					
	-	erstand the charges associated with the Plan?			Yes		No	
9.	Do you unde	erstand the personal tax implications of your investmen	nt?		Yes		No	
10.	Do you unde	erstand the compensation arrangements applicable to	the Plan?		Yes		No	

## 6. Intermediary details

•••••••		— Financial Services
Firm name:		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. 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:	Name:	Date:
Signed:	Name:	Date:

# 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 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:	
Name:	
Signature:	
Name:	
Date:	

Note: If you have filled in and signed this Application Form, please 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	2:		
		Postcode:	
Type of trust (if applicable):			
Name of administrators:			
Contact name:		Contact tel no:	
Email:			
Please provide	e details for Trustees and Beneficiaries with 2	5% or more beneficial ownership (use an additional sheet if neces	ssary)
Trustee		Trustee	
Full name		Full name	
Permanent		Permanent	
address		address	
	Postcode:	Postcode:	
Country of residence		Country of residence	
Date of birth	DD MM YYYY	Date of birth $DDMMYYYY$	

# 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			
Country	TIN			
Country	TIN			
Country	TIN			
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.

Name of Plan	Amount (£)	Adviser Charge (% or £)
Crude Oil Kick Out Supertracker Plan March 2015		
Your account must have cleared funds of this amount before any plan orders are	e 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.



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. Provision of 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 telephon	For security purposes.	please provide us with a r	oassword so we can giv	e vou information	over the telephone
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## 5. Your bank details

Ba	ank name:		Bank sort code: -		-	
A	count		Account number:			
na	ame:		Reference (if any):			
Bu	ilding Society	y Reference or Roll No:				
На	ve you recei	ved financial advice?				
		re received advice from		(	name	of firm)
	No, I/we have	en't received financial advice.				
6.	Please answ	wer the questions below:				
1.	Please indicat Bank deposits	te if you hold any of the following investments: Unit trusts/investment trusts	Direct equity investment		othe	r
2.	Please indicat	te if you have ever held:				
	-	ent where the capital and growth/income/interest payr nce of the underlying securities, such as equities, com		Yes		No
	A structured	product (a fixed term investment such as the one you a	are applying for).	Yes		No
3.	Do you have	the capacity and willingness to accept the risks of the i	nvestment, including any risk to capital?	Yes		No
4.	-	rstand that the amount of any growth/income/interest pa		ł		
	-	n plan and that in the event of adverse market conditions est payment(s)?	you may not receive any growth/	Yes		No
5.		rstand how the return of capital at maturity is calculate nount you receive may be less than the amount of you		Yes		No
6.		rstand that the Plan is designed to be held for the full i the amount you receive would depend on the value of				
		value could be less than the amount you invested?		Yes		No
7.		rstand that if the Issuer were unable to pay the amoun cashment, you may lose some or all, of your investmen				
		est payment(s) to which you would otherwise have be		Yes		No
8.	Do you unde	rstand the charges associated with the Plan?		Yes		No
9.	Do you unde	rstand the personal tax implications of your investmen	t?	Yes		No
	-	rstand the compensation arrangements applicable to t		Yes		No

# 7. Intermediary details

Firm name:		Financial Services Register Number:			
Branch:	Adviser:				

# 8. 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:



# 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:	Name:	Date:
Signed:	Name:	Date:

# 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 '3. Investment' 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 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:	
Name:	
Signature:	
Name:	
Date:	

Note: If you have filled in and signed this Application Form, please 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:		
correspondence.		Postcode:
Registered company address:		
	Postcode:	Company Number:
Country of incorporation:		Tax reference No:
Ultimate Beneficial Owner (if known):		
Contact name:	Contact tel n	10:
Email:		

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

Director / Pa	rther	Director / Pa	rtner
Full name		Full name	
Permanent		Permanent	
address		address	
	Postcode:		Postcode:
Date of birth		Date of birth	DD MM YYYY
(D)			

(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			
Country			TIN			
Country			TIN			
Country			TIN			
Is the company/partnership resident for tax purposes in any other country / countries other than those stated above? Yes If "Yes", please provide details on a separate sheet.						No
Does the company/partnership have a Global Intermediary Identification Number (GIIN) issued by the US Inland Revenue Service? Yes No					No	
If "Yes", ple	ase provide the GIIN:					

# 3. Investment (minimum £5,000)

#### Please complete the plan details below.

Name of Plan	Amount (£)	Adviser Charge (% or £)
Crude Oil Kick Out Supertracker Plan March 2015		
Your account must have cleared funds of this amount before any plan orders ar	e 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. Provision of 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 purpe	oses, please pr	ovide us with a pa	assword so we can	give you information	over the telephone:

## 5. Your bank details

Ва	ink name:		Bank sort code:		-	-	-	
Ac	count		Account number:					
na	ime:		Reference (if any):					
Bu	ilding Society	y Reference or Roll No:						
Ha	ve you recei	ved financial advice?						
	Yes, I/we hav	e received advice from				(name	e of firm	n)
	No, I/we have	en't received financial advice.						
6.	Please answ	wer the questions below:						
1.	Please indicat	e if you hold any of the following investments:						
	Bank deposits	Unit trusts/investment trusts	Direct equity investment			othe	r	
2.	Please indicat	te if you have ever held:						
	-	nt where the capital and growth/income/interest payr nce of the underlying securities, such as equities, com			Yes		No	
	A structured p	product (a fixed term investment such as the one you a	are applying for).		Yes		No	
3.	Do you have	the capacity and willingness to accept the risks of the i	investment, including any risk to	o capita	l? Yes		No	
4.	of your choser	rstand that the amount of any growth/income/interest pa n plan and that in the event of adverse market conditions est payment(s)?			ce Yes		No	
E		rstand how the return of capital at maturity is calculate	ad and that depending on the [	Non	ics			
5.		nount you receive may be less than the amount of you		Idii	Yes		No	
6.	cash in early t	rstand that the Plan is designed to be held for the full i the amount you receive would depend on the value of value could be less than the amount you invested?			Yes		No	
7.	on earlier enc	rstand that if the Issuer were unable to pay the amoun cashment, you may lose some or all, of your investmen est payment(s) to which you would otherwise have be	t or deposit as well as any grow		Yes		No	
8.	Do you unde	rstand the charges associated with the Plan?			Yes		No	
	-	rstand the personal tax implications of your investmen	it?		Yes		No	
	-	rstand the compensation arrangements applicable to			Yes		No	
		in the compensation analycine to applicable to						

# 7. Intermediary details

Firm name:		Financial Services Register Number:
Branch:	Adviser:	

## 8. 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:



# 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:	Name:	Date:
Signed:	Name:	Date:

# 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 Authorised Parties for the Account to be opened in accordance with Meteor standard Terms and Conditions
- 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/partership's residency for tax purposes
- swill 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 '3. Investment' 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 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:	
Name:	
Signature:	
Name:	
Date:	

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



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