

UK & US Super Step Down Kick Out Plan

November 2017

www.meteoram.com



### **IMPORTANT INFORMATION**

- Investing in this Plan puts your capital at risk. You may lose some, or all, of your investment.
- This Brochure explains the features and risks of the Plan. Please ensure that you read this document fully before you make an investment decision.
- The Plan has been designed for a specific type of investor, as set out in this Brochure. The Plan may only be suitable for this type of investor.
- Meteor does not provide financial advice. We recommend that you talk to a financial adviser, who will be able to help you assess whether the investment 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.
- This Brochure has been approved and issued by Meteor Asset Management Limited as a financial promotion pursuant to S. 21 of the Financial Services and Markets Act 2000. It is for information only and does not constitute investment, legal or tax advice.

All relevant terms are defined in the Plan Summary on page 1 or the Glossary on page 24.





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# Plan Summary

Term	A maximum six year two week investment				
Underlying assets	FTSE 100 Index and Russell 2000 Index (each an 'Index', collectively the 'Indices')				
Issuer	Natixis Structured Issuance SA				
Counterparty	Natixis ('the Guarantor')				
Return of capital	This is a capital-at-risk product. You will lose money if the Final Level of the lower performing Index is below 60% of its Opening Level. The amount of your money that you would lose will be the percentage by which the Final Level of that Index is below its Opening Level. In extreme circumstances you could lose all of your money. If the Final Level of the lower performing Index is at least equal to 60% of its Opening Level you will receive a full return of your Net Subscription.				
Investment return	If, on any Measurement Date before the Final Measurement Date, the Closing Levels of both Indices are at least equal to their respective Reference Levels, the Plan will kick out, i.e. mature early, and make a gross investment return of 6.75% of the money you invest for each year that the Plan has been in force. The first Measurement Date will be on 12 November 2018, one year after the Start Date.  If the Plan has not matured early and the Closing Levels of both Indices on the Final Measurement Date (the 'Final Levels') are at least equal to their respective Reference Levels, the Plan will provide an investment return at the Maturity Date equal to 40.50% of the money you invest. If the Final Levels of one or both Indices are below their respective Reference Levels, no investment return will be payable at the Maturity Date.				
Measurement Dates and Reference Levels (% of Opening Levels)	12 November 2018: <b>105</b> % 10 November 2020: <b>95</b> % 10 November 2022: <b>85</b> % 11 November 2019: <b>100</b> % 10 November 2021: <b>90</b> % 10 November 2023 (Final Measurement Date): <b>65</b> %				
Tax treatment	It is our understanding that any investment return from a direct investment by individuals or Trusts into this Plan is expected to be subject to Capital Gains Tax.				
Available for investment as	<ul> <li>Individual or joint applications</li> <li>2017/18 tax year stocks and shares ISAs</li> <li>ISA transfers</li> <li>Pension schemes</li> <li>Trustees, companies and partnerships</li> <li>This Plan is available to residents of the United Kingdom only.</li> </ul>				
Securities	The Securities purchased will be Notes issued by Natixis Structured Issuance SA and guarantee by Natixis. The 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 Cannon Bridge Capital Ltd., which is in turnlinked to the performance of the Indices.				
ISIN	XS1616830862 Listing Luxembourg Stock Exchange				
Base Prospectus	You can obtain a copy of the Base Prospectus relating to the Securities and any further informatio about the Plan on request from Meteor or by visiting our website at www.meteoram.com.	n			
Meteor distribution fee	We will receive a distribution fee of up to 1.75% from the Issuer. 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 bee payable. This fee may also be used to cover payments to introducers, where necessary. No payof this fee will be used to remunerate any adviser.	n			



# Key Risks

### Access to capital

- In normal market conditions, it is expected that Natixis (the Calculation Agent of the Securities) will provide pricing of the Securities for investors who need access to their capital before the Maturity Date. However, there is no guarantee that the Calculation Agent will provide pricing or 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 Calculation Agent (see Liquidity risks).
- If you need to encash the investment before maturity, and the Securities are able to be sold, their value will depend on a number of factors including current market conditions and you may receive significantly less than your Net Subscription. You will also have to pay an administration charge.

### **Counterparty risk**

- The Issuer will be responsible for the payment to the Plan Manager of any return of capital and any investment return due from the Securities.
- It is possible that the Issuer and Guarantor could collapse or fail to make the payments due. If this happened you would lose some, or all, of your original investment, as well as any potential investment return to which you might otherwise have become entitled.
- The actual and perceived ability of the Issuer to meet its obligations may affect the market value of an investment over the term.
- In the event that the Issuer and Guarantor fail to meet their obligations to pay the amounts due from the Securities, you will not be entitled to compensation from the Financial Services Compensation Scheme ('FSCS').

### 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 lower performing Index. Should the Final Level of the lower performing Index be less than 60% of its Opening Level, you will lose money and the amount you lose will be at least 40% of the amount invested, due to the nature of the capital protection barrier.
- It is possible that you will not receive an investment return.

The risks associated with this Plan are not limited to those listed above, but these are the key risks. Further risks are outlined on pages 17 and 18.

# **Key Dates**

Closing date for Plan subscriptions	ISA transfers Subscriptions with cheques Subscriptions with bank transfers	25 October 2017 2 November 2017 8 November 2017
Start Date	10 November 2017	
Opening Levels	The Closing Levels of the Indices on	10 November 2017
Measurement Dates	12 November 2018 10 November 2020 11 November 2019 10 November 2021	10 November 2022
Final Levels	The Closing Levels of the Indices on	10 November 2023
Maturity Date	24 November 2023	

### How the Plan works

An investment in the Plan constitutes a contractual arrangement with Meteor Asset Management Limited. We will use your Net Subscription to acquire Securities, on your behalf, which are designed to have the characteristics required to achieve the investment objectives of the Plan.

In order to achieve this, we will invest your subscription proceeds in Securities issued by Natixis Structured Issuance SA, a member of the BPCE group, and guaranteed by Natixis. These Securities can be viewed in a similar way to a loan to Natixis Structured Issuance SA, which it undertakes to repay at maturity. In its role as Guarantor for these Securities, Natixis undertakes to make the payments under the Securities if Natixis Structured Issuance SA is unable to fulfil its payment obligations.

The potential investment return and return of any capital from the Plan are linked to the performance of the FTSE 100 Index and the Russell 2000 Index and are also dependent on the ability of the Issuer and Guarantor to make the payments due from the Securities.

The Plan offers the potential for an enhanced return on your investment compared to the actual performance of the Indices. Although neither the Plan nor the Securities track the Indices directly, their performance will affect any capital and investment return. You need to understand that this will be impacted by a number of factors.

On any Measurement Date before the Final Measurement Date the Plan may mature early, paying you an investment return and a return of your Net Subscription in full. This is explained on page 9, 'Investment return'.

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

If the performance of the Indices is such that no investment return is payable, the return of capital at the Maturity Date is based on the performance of the lower performing Index. You will lose money if the Final Level of the lower performing Index is below 60% of its Opening Level.

The amount you lose would be at least 40% of your Net Subscription and could be significantly more. In extreme circumstances you could lose all of your money. This is explained on page 10, 'Return of capital'.

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

In addition, you should also understand that you will not be entitled to receive the dividends that could normally be available if you had invested directly in the shares of the companies that make up the Indices.

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

# Factors that could influence the returns payable:

When investing in this Plan you must bear in mind that the risk to your capital and any investment return payable will be affected by a number of factors that shape how equity markets work. These can be wide ranging and include things such as natural disasters and wars through to political uncertainty and general economic changes either here in the UK or on a more global basis.

It is not possible to quantify all of the events that may affect markets or their impact. However, below is a list, which is by no means exhaustive, that is designed to provide you with examples of the type of issues that can affect investment markets:

- How well, or badly, the UK and American economies are performing;
- Global economic conditions and how they impact the UK and USA;
- Political instability or uncertainty which can make markets nervous and share prices fall;
- Impact of natural disasters the commercial impact of which can be to stop trade and cause share prices to fall;
- War/civil unrest/conflict;
- The supply and price of natural resources.

It is impossible to accurately quantify the effect any of these issues would have, either in isolation or in combination, on your capital and the investment return payable under the Plan.



# Is the Plan right for me?

We do not provide financial advice and we recommend that you seek advice before investing, as there are many different types of investment products, including structured products like this Plan, that are designed to meet the investment objectives of investors. To help you consider whether this Plan is appropriate for you, we have set out below the type of investor this Plan was designed for.

### This Plan could be appropriate as part of an investment portfolio for investors who:

- have knowledge and experience of equity-based investments;
- are willing and able to invest for a period of up to 6 years and 2 weeks:
- are looking for potential growth rather than income;
- want to benefit from the performance of the Indices;
- understand that the return of capital is based on the performance of the Indices;
- are willing and able to bear any loss of capital;

- do not believe either Index is likely to fall below 60% of its Opening Level;
- understand that, due to the nature of the capital protection barrier, in the event of a capital loss occurring the loss will be at least 40% of the Net Subscription;
- are prepared to accept the investment risk to their capital in return for a higher potential investment return than would be available via a deposit-based investment;
- understand that any investment return is based on the performance of the Indices and accept that the Plan could pay no investment return at all;
- understand the effect of macroeconomic policies on global equity markets;
- appreciate that future inflation will reduce the value of any potential growth.

### This Plan will not be appropriate for you unless you can answer "yes" to all of the following:

- I am comfortable with the fact that if an investment return is not triggered and the Final Level of the lower performing Index is below 60% of its Opening Level, I will lose at least 40% of the money I invested in the Plan;
- I understand that the investment is designed to mature at the end of the 6 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 Counterparty 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 I would be able to encash during the term of the Plan;
- I understand that I will not have recourse to the FSCS in the event that the Issuer and Counterparty default;
- I understand that if I encash early, it is likely I will receive less than my Net Subscription.

The information provided on this page is not investment advice or an investment recommendation. It is designed to provide some guidance as to the possible future risks and rewards of this Plan. We have not taken individual client circumstances into consideration when producing this information and strongly recommend you consult your financial adviser on whether this investment is appropriate for you.

For further information, refer to the 'Risks' section on pages 17 and 18 of this Brochure.





# Product Analysis and Risk Rating

All investments, including structured products, can carry significant and varied risks. To help evaluate these risks, many techniques have been developed, all of which could produce different conclusions. The most commonly used method in the UK, as prescribed by the European Securities and Markets Authority (ESMA) for risk rating funds, is the Synthetic Risk and Reward Indicator (SRRI).

The SRRI captures how volatile an investment's value is. The more volatile the investment, the greater the uncertainty associated with the investment's returns. Effectively, it considers not only the risk to an investor's capital, but also the risk to any potential investment return.

We have calculated an SRRI equivalent for this Plan, to assist you in the investment decision making process. We have also estimated how we might expect the Plan to perform, both under 'expected market conditions' and 'adverse market conditions,' over the Plan term. We simulated the performance of the Indices under these two conditions based on their performance over the last 5 years. This sampling period is consistent with the official SRRI methodology.

Please note that the information provided here is only a guide based on our current expectations. It should not be considered as a target or guarantee and could change over time.

**Expected market conditions** are defined by the performance of the Indices in the last 5 years. Assuming these conditions continue, compared to other investment products, we expect the Plan, on average, to have very low levels of risk which are often associated with a very low:

- potential investment return
- likelihood of incurring capital loss
- sensitivity to stock market changes
- level of uncertainty in the returns

Adverse market conditions, also known as stress test conditions, are defined by when our benchmark, the FTSE 100 Total Return Index, was simulated to have produced a loss. We evaluated the performance of the Plan based on these simulations only. Based on these circumstances, we expect this Plan, on average, to:

- have a moderate probability of protecting against capital loss
- perform better than the benchmark
- be more volatile than the benchmark

Potentially lower reward  1 2 3 4 5 6 7	Lower risl	<				F	ligher risk
1 2 3 4 5 6 7	Potential	ly lower re	eward		Poten	tially high	ner reward
	1	2	3	4	5	6	7

Based on our calculations, we expect there to be a very low level of uncertainty in the returns payable under this Plan. A very low level of risk is associated with a Risk Rating of 3.

The rating above was calculated to provide you with an indication of the potential risk level you would assume by investing in this Plan.

There is a significant chance, however, that this may not be a reliable indication of the future risk level of this Plan.

#### **Important information:**

- The liquidity risks shown on page 18 are not captured by the Risk Rating.
- The counterparty risks shown on page 2 are not captured by the Risk Rating.
- The Risk Rating is calculated by simulating potential outcomes for the underlying Indices. This method may not be a reliable indicator of potential future performance.
- The Risk Rating is not a target or guarantee and may change over time depending on how market conditions change.
- The Risk Rating is not an indication of the limit of the amount of risk in the investment and has the potential to be greater.
- The lowest Risk Rating does not mean a risk-free investment and it should be remembered that no investment can be definitively risk-free.
- Classification differences are not equally weighted. Risk Rating 2 for example, does not mean twice as risky as Risk Rating 1.



### **About Meteor**

Meteor Asset Management Limited (MAM) will act as Plan Manager, and will outsource the administration and safekeeping of client assets to Meteor Investment Management Limited (MIM). MIM was established for the specific purposes of administering Meteor's own plans and those we administer on behalf of third parties and for the keeping of all client assets.

Both companies are authorised and regulated by the Financial Conduct Authority. Meteor Asset Management

Limited: Financial Services Register Number - 459325. Meteor Investment Management: Financial Services Register Number - 496880.

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

Our aim is to produce literature that is clear and enables our customers and investors to easily understand how our plans work. Meteor is committed to maintaining this transparency throughout the term of all of our plans/products.

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

### **About Natixis**

Listed on the Paris Stock Exchange, Natixis is the corporate, investment, insurance and financial services arm of Group BPCE - the second largest banking group in France with 31 million clients spread over two retail banking networks, Banque Populaire and Caisse d'Epargne. With more than 16,000 employees, Natixis has a number of areas of expertise that are organised into three main business lines: Corporate & Investment Banking, Investment Solutions & Insurance, and Specialised Financial Services.

The Plan is not endorsed, sponsored or otherwise promoted by Natixis or any of its affiliates. None of Natixis or its affiliates are responsible for the contents of this Brochure and nothing in this document should be considered a representation or warranty by Natixis to any person regarding whether investing in the product is suitable or advisable for such a person. Neither Natixis, nor any of its affiliates, has provided advice, nor made any recommendation about investments or tax in relation to this product.

Source: Natixis, 3 April 2017

### Issuer credit rating and outlook for Natixis

Agency	Rating	Date rating effective	Outlook	Date outlook effective
Fitch	A	17/07/2013	Stable	17/07/2013
Moody's	A2	15/06/2012	Positive	26/07/2017
Standard & Poor's	Α	23/01/2012	Stable	02/12/2015

Source: Natixis and Bloomberg, 27 September 2017

# Selection of a counterparty

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 Counterparty.

A high rating from one or more of the credit rating agencies is not a guarantee that the Issuer and Counterparty 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 credit watch 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.
- Under review, either positive or negative means a rating may be raised or lowered in the short term.

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 Counterparty is available on the Meteor website and we will, where appropriate, include information relating to credit ratings in your periodic valuation statements.

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





### Investment return

#### How the investment return is calculated

The investment return from the Plan is linked to the performance of the Indices. The Opening Levels of the Indices will be their Closing Levels on 10 November 2017.

We will compare the Opening Levels with the Closing Levels of the Indices on each Measurement Date.

If, on any Measurement Date before the Final Measurement Date, the Closing Levels of both Indices are at least equal to their respective Reference Levels, the Plan will kick out, i.e. mature early and make an investment return.

The first Measurement Date will be on 12 November 2018, one year after the Start Date.

If an early maturity is not triggered on a Measurement Date, the Plan will

remain in force until at least the next Measurement Date. In the event an early maturity is triggered, the gross investment return payable will be: 6.75% at year 1; 13.50% at year 2; 20.25% at year 3; 27% at year 4 and 33.75% at year 5.

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

If the Plan has not matured early and the Closing Levels of both Indices on the Final Measurement Date (the 'Final Levels') are at least equal to their Reference Levels, the Plan will provide an investment return at the Maturity Date equal to 40.50% of your Net Subscription.

If the Final Level of one or both Indices is below its Reference Level, no investment return will be payable from the Plan.

Measurement Date	Reference Levels (% of Opening Levels)
12 November 2018	105%
11 November 2019	100%
10 November 2020	95%
10 November 2021	90%
10 November 2022	85%
10 November 2023 (Final Measurement Date)	65%

Openi The Closing Levels of the I	ng Levels ndices on 10 Nover	mber 2017
Year 1 Measurement Date (12 November 2018)  Are the Closing Levels of both Indices at least equal to their respective Reference Levels?	Yes	The Plan matures early and you receive a gross investment return of: <b>6.75</b> %
Year 2 Measurement Date (11 November 2019)  Are the Closing Levels of both Indices at least equal to their respective Reference Levels?	Yes	The Plan matures early and you receive a gross investment return of: 13.50%
Year 3 Measurement Date (10 November 2020)  Are the Closing Levels of both Indices at least equal to their respective Reference Levels?	Yes	The Plan matures early and you receive a gross investment return of: <b>20.25</b> %
Year 4 Measurement Date (10 November 2021)  Are the Closing Levels of both Indices at least equal to their respective Reference Levels?	Yes	The Plan matures early and you receive a gross investment return of: <b>27%</b>
Year 5 Measurement Date (10 November 2022)  Are the Closing Levels of both Indices at least equal to their respective Reference Levels?	Yes	The Plan matures early and you receive a gross investment return of: <b>33.75%</b>
Year 6 Final Levels (10 November 2023)  Are the Final Levels of both Indices at least equal to their respective Reference Levels?	Yes	The Plan matures and you receive a gross investment return of: <b>40.50</b> %

No investment return is achieved.



# Return of capital

### How capital return is calculated

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

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

You will lose money if the Final Level of the lower performing Index is below 60% of its Opening Level.

The amount of money that you would lose will be the percentage by which the Final Level of that Index is

below its Opening Level. In extreme circumstances you could lose all of your Net Subscription. Due to the nature of the capital protection barrier, in cases of capital loss, the capital loss would be at least 40% of the money you invested.

The actual amount you would lose will depend on how prevailing market conditions have affected the levels of the Indices.

For example, if your Net Subscription is £10,000 and the Final Level of the lower performing Index is 70% below its Opening Level, you will receive only £3,000 of the money you invest in the Plan.

If the Final Level of the lower performing Index is at least equal to 60% of 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 in the lower performing 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 could lose all of your Net Subscription.

Net	Capital return based on the % by which the Final level of the lower performing Index is below its  Opening Level							
Subscription	-20%	-40%	-50%	-60%	-70%	-80%	-100%	
£10,000	£10,000	£10,000	£5,000	£4,000	£3,000	£2,000	£0	
£15,000	£15,000	£15,000	£7,500	£6,000	£4,500	£3,000	£0	
£20,000	£20,000	£20,000	£10,000	£8,000	£6,000	£4,000	£0	
£25,000	£25,000	£25,000	£12,500	£10,000	£7,500	£5,000	£0	
£50,000	£50,000	£50,000	£25,000	£20,000	£15,000	£10,000	£0	





### The Indices

There are now many indices established by different organisations, all of which are designed to convey to the world how different markets are performing. The returns under this Plan are dependent on the performance of two global Indices; the FTSE 100 Index and the Russell 2000 Index.

The FTSE 100 Index is made up of the top 100 UK listed companies by market capitalisation that operate across the whole marketplace including banking, oil, pharmaceuticals, mining and retail. It currently includes companies such as BP, Tesco and Sky.

The Russell series of indices are capitalisation weighted stock market indices maintained by FTSE Russell with the Russell 3000 designed to be a benchmark for the entire US stock market. The Russell 2000 Index represents the performance of the 2000 smallest stocks in the Russell 3000 Index, and is described as a "small-cap" index, concentrating on smaller sized companies by market capitalisation. Because of its wide coverage in US stocks, it has become one of the most popular benchmarks for investing. Despite the "small" label however, the

average market cap of the constituents is still \$2bn as at date of writing. To put that into context, the average market cap of the constituents in the FTSE 250 index (which is considered UK mid-cap) is £1.5bn.

You will not be entitled to receive dividends that could normally be available from an investment in any of the shares of the companies that make up the Indices, as you are not investing directly in the shares of any listed company.

It is important to remember that the value of stock market investments, such as shares and indices, can, and do, fall as well as rise. This can be clearly seen in the graphs opposite. To help put these fluctuations in context, we have highlighted some global events that have affected the Indices.

These graphs show the movements in each Index since December 1983, the earliest date where data for both Indices was available. You must remember that past performance should not be used as an indicator of future results. The results shown might have been achieved during investment conditions that are highly unlikely to be repeated.

At the date of this Brochure, the level of the FTSE 100 Index was around 7400. If the Index maintained this level at the Start Date, the Final Level of the Index would need to be lower than 4440 to trigger a capital loss at maturity. The level of the Russell 2000 Index was around 1500. If the Index maintained this level at the Start Date, the Final Level of the Index would need to be lower than 900 to trigger a capital loss at maturity.

At the Start Date, the levels of the Indices will have changed and could be higher or lower than these indications and, consequently, the levels at which capital loss would be triggered will also change. We will inform you of the Opening Levels of the Indices and the levels to which the Indices will have to fall, to cause a loss when we confirm the purchase of the Securities, shortly after the Start Date.

### **Business Disruption, Market Disruption and Adjustment Events**

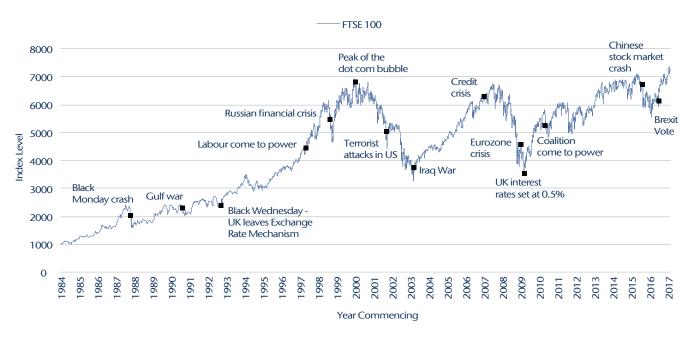
A number of events relating to the Indices, such as market disruption events, disruption, modification or cancellation of any relevant Index, or change in laws or regulations, give the Calculation Agent, at its sole and absolute discretion, the right to determine whether any adjustment to the Terms and 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 Levels and/or Final Levels, postponing the dates on which the Opening Levels and Final Levels are observed, substitution of the relevant 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.



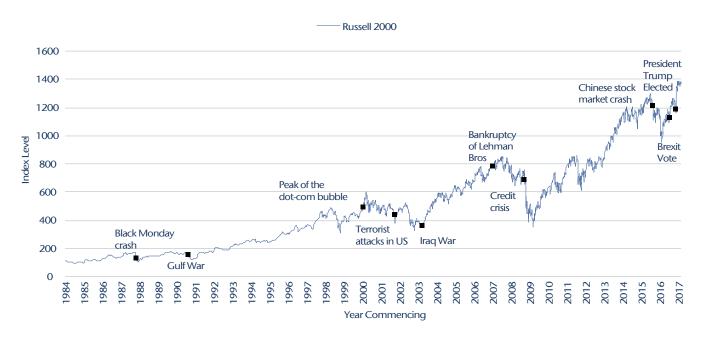
### The Indices - continued

### FTSE 100 Index



Source: Meteor Research Department/Bloomberg, 27 September 2017

### Russell 2000 Index



Source: Meteor Research Department/Bloomberg, 27 September 2017

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.



### **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 which 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 adviser 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. If you invest within an ISA, 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). 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 in excess of the annual excess amount are taxed depends on your individual circumstances. CGT is currently payable at 10% for UK tax payers taxed at the basic rate of Income Tax. This rises to 20% 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 the HMRC website at 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.

It is also important for us to know how you have accumulated the money you want to invest, to comply with these regulations. If appropriate, we will ask you to indicate the source of funds on the application form.



### 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 'Before you decide' (on page 22) 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 that there will be an initial charge of 0.25% for paper-based applications if you 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 payment we make to your adviser on your behalf. You may amend or cancel this instruction in writing at any time (see page 20).

ISA transfer applications must be received by us by the 'ISA transfer application' date to allow us sufficient time to instruct the current ISA Manager and for them to complete the transfer of funds to us.

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 the 'Application 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 application within 5 Business Days.

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 Individual Savings Accounts (ISAs) and ISA transfers

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 returns you make from your investment in the Plan. Because of the tax advantages there is a limit on the amount that you can subscribe to ISAs in any one tax year. The subscription limit for the 2017/18 tax year is £20,000.

There are three types of ISA - a cash ISA, a stocks and shares ISA and an Innovative Finance ISA, introduced in April 2016. In a tax year you may invest in any type of ISA, or a combination of all three, as long as the overall subscription limit for the year is not exceeded. However, you may not subscribe to more than one of each type of ISA in the same year.

You are also able to invest in an ISA by transferring the value of an existing ISA or ISAs to a new ISA manager. The ISA which receives the transfer does

not have to be the same type of ISA – cash or stocks and shares ISA – as the transferring ISA. The minimum value for ISA transfers to this Plan is £5,000, with no maximum limit.

It is possible for the spouse or civil partner of a person who has died whilst holding an investment in an ISA or ISAs to make additional ISA subscriptions over the annual subscription limit. Please refer to "What happens to the Plan if I die?" on page 21 for further details.

The Plan is available to residents of the United Kingdom only.

If you have become a resident of the United States, please inform us.



### 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 method 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. 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 any time and we hope that all investors utilise the functionality of the website.

# Managing your account online

Our online Account Enquiry System allows you to view your investments at any time and to collate information tailored to your own needs. You can also:

- 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

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





# Administration charges

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 management charges.

The encashment and transfer charges do not apply at maturity. 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	у	On encashment
ISA transfer to another ISA manager	£150	у	On transfer
Other potential Services and Charges			
CHAPS payment (including after 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		
Re-registration to new owner	£40	у	On re-registration in our records

## Compensation arrangements

If the Counterparty fails to meet its obligations to pay to us the amount due from the Securities and you lose the money you invest 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 FSCS.

Meteor Asset Management Limited and Meteor Investment Management Limited are covered by the FSCS. Therefore, 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, becomes insolvent whilst holding your money, prior to the purchase of the Securities or pending payment to you of the amounts received at the maturity or earlier redemption of the Securities.

In this event, the compensation limit is currently £85,000 per person and this applies to all deposits you hold with

the insolvent bank and any other member of its group. You would not be covered for any excess amount over the compensation limit.

A further review of the limit is currently due in 2020, at which time the £85,000 limit may be decreased or increased.

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

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

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

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



### 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 change your mind about investing after the Securities have been purchased, you will only get back the value of the Securities when they are sold, which will 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, nor a large part, of the money you have available for investment into any one plan, to avoid over exposure to a counterparty or plan type.

#### **Inflation risk**

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

#### **Investment risks**

Should the Indices 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.

- If the Plan is oversubscribed, the purchase might not be completed for you. As we near capacity we will flag this on our website at www.meteoram.com.
- The Securities are linked to Preference Shares issued by Cannon Bridge Capital Ltd. 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 charges or costs that were built into it. Subsequently, factors such as, but not limited to, movements in interest rates, the performance of the Indices, and the creditworthiness of the Counterparty will all affect the price of a security.
- The Opening Levels of the Indices apply on the Start Date of the Plan and not the date on which you apply for the Securities. The levels may vary significantly between these dates.

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

### ISA transfer risks

- If you wish to transfer an existing ISA this must be done in cash, which means your existing ISA manager will sell your investment. Your existing ISA manager may also charge you an exit or transfer fee.
- You could lose some interest if you transfer a cash ISA and decide not to wait for the expiry of any notice period.
- If you transfer a stocks and shares ISA 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 ISA transfer applications, to allow time for us to receive the proceeds from your existing ISA Manager. However, if they do not send us the funds you have requested before the Start Date we will not be able to purchase 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 an ISA.



### Risks – continued

### Liquidity risks

- You should have other savings that you can access immediately to meet any emergency cash needs.
- The terms of the investment may permit the Counterparty to delay, reduce or withhold payments.

  These provisions are not intended to circumvent what is legally due to you but are intended to cover unforeseen events which affect your return from the Plan, for example, a suspension or delay in receiving prices.
- The Calculation Agent 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, to make any market in the Securities.

#### Market risk

- External factors could affect national economies, regions or an asset class and cause a fall in value of the Securities held in your account or in extreme cases, the collapse of the Counterparty. Please see page 3 for further information on factors that could influence the returns payable under the Plan.
- In the event that a Business
  Disruption, Market Disruption
  or Adjustment Event occurs (see
  page 11), the Securities may
  be subject to such changes as are
  agreed between the Counterparty
  and Meteor or terminated by
  the Counterparty, and in either
  such case the investment return
  applicable to such Security may
  be varied by the Counterparty,
  in its commercially reasonable
  discretion.

### **Pricing risk**

The Calculation 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 Indices 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 could be applied retrospectively.
- You should note that the levels and bases of taxation could change in the future and these changes may be applied retrospectively.
- You should also consider whether you should consult your own tax adviser and carefully review and consider the investment in light of your personal circumstances.
- Re-registration of this investment to a new holder may alter the tax implications indicated on page 13.



# Capital-at-risk products

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

### What are capital-at-risk products?

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

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

# As an alternative, you could invest directly in:

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

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

### Stockmarket-based investments

A wide range of such investments are available. These include investment trusts and collective investment schemes, such as open-ended investment companies (OEICs) and unit trusts. The performance of the investments depends on the investment strategy adopted and general

stockmarket conditions. The value of stockmarket-based investments can alter sharply because they are linked to the performance of the underlying shares or bonds.

### Investment bonds and funds that invest in debt securities

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

### Investments linked to an index or other factor

Repayment of the capital is linked to the performance of an index, a combination of indices or some other factor, such as the performance of a collection of shares. Such investments are called 'structured capital-at-risk products'. Some offer a specified level of income over a fixed period while others offer growth that depends on the performance of an index or other factor. These products, and the risks involved, can vary widely.

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

- Your capital can fall below the amount you put in.
- The rate of return advertised might be achieved only after a set period; you may not know until that date how well your investment has performed.
- The rate of return you get may depend on specific conditions

- being met. Even professionals may not be able to judge accurately how likely that will be.
- If you take your money out early, you may get back less than you put in.

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

When you put your money in a Bank or Building Society savings account, its original value doesn't change and you earn interest. The return will be comparatively low, because you haven't risked your capital. With capital-at-risk products you may 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 to 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 at **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 will 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 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 satisfied with the way we have dealt with your complaint you can complain, free of charge, to the Financial Ombudsman Service at Exchange Tower, London, E14 9SR Telephone: 0800 023 4567

Website: www.financialombudsman.org.uk

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 an 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. No interest will be accrued to the Start Date of the Plan.
- Any adviser charge you have asked us to pay to your adviser, will be deducted from the money you have paid to us once it has cleared and paid to your adviser.



# Frequently asked questions - continued

# After the Plan Manager has purchased the Securities?

- The money that you invest will be used to buy the Securities that are designed to provide the capital and investment returns explained in this Brochure.
- The terms of the Securities are fixed at outset so there is no ongoing investment management.
- The Securities will be held in the name of 'Meteor Nominees Limited' and will be held by our Custodian, which is currently the Northern Trust Company. You will remain the beneficial owner of the Securities purchased on your behalf.

### When the Securities have matured?

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

# What happens to my ISA transfer if a plan is oversubscribed or does not proceed?

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

### How will you keep me informed?

- We will write to you to acknowledge your application within five Business 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 at
  - **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 a valuation as at the date of death

- and will outline the options available, which will include reregistering 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 an ISA, it will cease to be tax exempt from the date of death.
- If your Plan is an ISA and you die leaving a surviving spouse or civil partner, they may be able to make a subscription to an ISA based on the value of your ISA at the date of your death. Such a subscription would not count towards the ISA subscription limit in the year that it is paid. The facility is subject to certain eligibility criteria and any subscription must be made within certain time limits. In the event of this circumstance, we will write to your personal representatives with full details of the eligibility criteria, how much can be subscribed, how the subscription can be made and any time limits that apply.

### 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.



# Before you decide

You are advised to read the whole of this Brochure carefully and consider the following in order to decide if this Plan is appropriate for you.

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 Levels of the Indices before the Start Date
- I am comfortable with the fact that should the Indices either individually or collectively rise by more than the potential investment return, I will not receive any additional return
- I can afford to leave my money in the investment for the full term and I have other savings or investments that are easily accessible
- I understand that the return of my Net Subscription is based upon the performance of the worse performing of the two Indices
- I want the potential to benefit from the investment returns which are linked to the performance of the Indices
- I accept that I will not benefit from the potential dividends that could be received if I invested in the shares of the companies that make up the Indices
- 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 if I redeem 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 Levels of the Indices before the Start Date
- I am not comfortable with the fact that should the Indices either individually or collectively rise by more than the potential investment return, I will not receive any additional return
- I cannot afford to leave my money in the investment as I am likely to need access to my money during the investment term
- I am not comfortable with the fact that the return of my Net Subscription is based upon the performance of the worse performing of the two Indices
- I want an investment where the returns are not linked to the performance of the Indices
- I wish to benefit from the potential dividends that could be received if I invested in the shares of the companies that make up the Indices
- 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 if I redeem 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.



# Glossary

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

Base Prospectus – the prospectus for the Issuer's Debt Issuance Programme dated 20 December 2016 (as supplemented from time to time).

**Brochure** – this document, including these Terms and Conditions.

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

**Calculation Agent of the Securities** – Natixis

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.

**Closing Levels** – the official closing levels of the Indices.

Counterparty – Natixis.

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

**Final Levels** – the Closing Levels of the Indices on 10 November 2023.

Final Measurement Date (Final Levels) – 10 November 2023.

**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.

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

**Issuer** – Natixis Structured Issuance SA. **Maturity Date** – 24 November 2023.

Measurement Dates – 12 November 2018, 11 November 2019, 10 November 2020, 10 November 2021 and 10 November 2022.

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 8b.

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

**Opening Levels** – the Closing Levels of the Indices on the Start Date of the Plan.

Plan – the stocks and shares ISA 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 the 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 the Terms and Conditions, the Rules will apply. **Plan Objective** – the objective of securing the return described in this Brochure.

Reference Level(s) – percentage of the Opening Level of each Index at, or above, which an investment return would be payable: 105% at year 1; 100% at year 2; 95% at year 3; 90% at year 4; 85% at year 5 and 65% at year 6 (Final Measurement Date).

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 the Terms and Conditions, the Regulations will apply.

**Risk Rating (Rating)** – a measure of the risk in the Plan.

**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 - 10 November 2017.

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 8b.

we, us, 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.



### **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.

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 Application Form.

#### 1. 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 ISA with your own cash or by transferring cash from an existing cash ISA or stocks and shares ISA. The Plan Manager will usually arrange transfers of stocks and shares ISAs with the transferring ISA manager.
  - These Terms and Conditions will apply to your ISA 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 ISA has, or will, become void.
- f. If the Plan Manager has to cancel or void your stocks and shares ISA under the Regulations, you authorise the Plan Manager to hold your Securities outside the stocks and shares ISA 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 ISA because you are not eligible to hold it the Plan Manager has the right to deduct any costs or expenses it has incurred.

#### 2. 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.
- 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.

### 3. 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 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 Administrator 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 Administrator 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.
- 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 Guarantor.
- The Plan Manager will accept further dividends and cash payments into your Plan after a ISA transfer has been completed, but cannot invest once the Plan has passed the Start Date.
- In the case of some Securities, the Plan Manager is required to buy and sell Securities in specific lot sizes or subject to minimum trade volumes. This can mean that, 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 the total required to cover clients' holdings. Meteor Capital Group Limited posts cash or collateral into Meteor Investment Management Limited's Client Account to cover the market value of such shortfalls at all times. Such positions are always kept to a minimum and are eliminated as soon as possible.
- k. If, for any reason, the Plan Manager is unable to purchase Securities to fulfil the commitments set out in the Plan Brochure, your Net Subscription will be retained in your Account pending your further instruction on an alternative Meteor investment, return of Net Subscription or ISA transfer.
- I. 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.

### 4. Conflicts of Interest

a. We take all reasonable steps to identify conflicts of interests between ourselves, including our managers, employees and any person linked directly or indirectly to them, and any of their clients, and also between clients.



- 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

#### 5. Your right to change your mind

- You have the right to cancel your
   Plan within 14 days of receiving the acceptance letter 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 receive will 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.

### 6. 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 ISA manager.

#### 7. 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 Nominee. The Nominee is 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 three weeks 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.

#### 8. 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 1.75%. 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 charge 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.
- A current fee of £150 plus VAT will apply if you surrender or partially surrender your Plan.
- d. If your Plan is a ISA 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 8c and 8d 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 16 of this Brochure. The schedule is also available from your Financial Adviser.

#### 9. Taxation

- a. If your Plan is a stocks and shares ISA and you live in the UK, you will not, under current tax rules, have to pay UK Income Tax or UK Capital Gains Tax on the profit from the Plan, but any losses on your Plan will be ignored for the purposes of UK Capital Gains Tax.
- b. If your Plan is, or becomes, a Direct Investment you may, depending on your circumstances, have to pay tax on any interest or income you receive and/or on any capital gain from selling the Plan.
- c. 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.

#### 10. 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.

#### 11. Transfers

- a. You have the right to transfer your stocks and shares ISA to another ISA manager, as appropriate, at any time and the receiving ISA 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 12a & 12b. The Plan Manager will sell the Securities at the next dealing date and issue payment for the net proceeds. The Plan Manager will deduct from the sale proceeds the charges outlined on page 16 before payment to the new ISA manager.
- You cannot transfer part of the Securities you hold in your Plan unless as specified in 11d.
- 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.

### 12. 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 Calculation Agent and will reflect the limited market in the Securities.
  - The Issuer 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 12b 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.

#### 13. 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 16 will apply.
- e. If your Plan is a stocks and shares ISA it will cease to be exempt from tax from the date of death.

### 14. 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.

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.

#### 15. 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.

#### 16. Providing information to HMRC

- You authorise the Plan Manager to give HMRC all relevant details of your stocks and shares ISA which they may reasonably ask for at any time.
- The Plan Manager will tell you if your stocks and shares ISA has or will become invalid.

### 17. Communications and unwanted calls

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

### 18. Corporate and Trustee 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.

### 19. Liability

a. The Plan Manager will use reasonable care and skill to carry out the obligations set out in these Terms and Conditions and will be liable to you, 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.

#### 20. Complaint Handling

- You may complain to the Compliance
   Officer of the Plan Manager about any
   aspect of your dealings with the Plan
   Manager, at the address shown within
   the Plan Brochure.
- b. If you ask the Plan Manager to, the Plan Manager will send you written details of how the Plan Manager will deal with your complaint.
- c. If you are not satisfied with the way the Plan Manager has dealt with your complaint you can complain, free of charge, to the Financial Ombudsman Service at Exchange Tower, London, E14 9SR; Tel: 0800 023 4567; or at www.financial-ombudsman.org.uk.
- d. Making a complaint will not affect your right to take legal action.

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

a. In the event that the Counterparty or other issuer who the Plan Manager deals with on your behalf fails to meet its obligations to pay to the Plan Manager the amount due from the Securities you will not, for that reason alone, be entitled to compensation.



- b. Meteor Asset Management Limited and Meteor Investment Management Limited are covered by the UK 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.
- e. 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.
- f. A further review of the limit is currently due in 2020, at which time the limit may be decreased or increased.

### 22. Governing law

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

### 23. Transfer of Rights and Obligations

- a. We may transfer Client Money to a third party as part of transferring all or part of our business. The sums transferred will be held by the party to whom they are transferred in accordance with FCA client money rules or, if the sums transferred are not to be held under FCA client money rules we will only allow the transfer after we have completed due diligence and assessment to ensure that the party to whom the sums are being transferred has adequate protection in place to protect these sums.
- b. We may transfer any of our other obligations, rights, benefits or interests under these Terms and Conditions to any suitably qualified third party, which may be a member of the Meteor group, provided that this does not materially prejudice your rights under these Terms and Conditions. We will give you reasonable notice of any such transfer of at least one calendar month.
- c. We may not transfer any of your obligations, rights, benefits or interests under these Terms and Conditions or your Plan or create any security over money or other assets in your Plan in favour of someone else unless we say in writing that you can.

#### 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
  - To Associated Companies (as defined in Section 416 of the Income and Corporation Taxes Act 1988) to process this application (the Plan Manager or its Associated Companies may contact you by mail, phone or email with products or services that may interest you);
  - To your financial adviser by email or other means, including a secure internet service;
  - As the Plan Manager is obliged to under the requirements of any law, regulation or court order that the Plan Manager must follow;
  - · To you if you ask and in line with the Data Protection Act 1998;
  - To transfer the data to third party service providers and agents;
  - To transfer the data outside of the European Economic Area e.g. to a low cost processor or for IT back-up purposes;
  - ·To use the data for fraud prevention and anti-money laundering purposes; and
  - · To any delegate or successor to some or all of its rights or obligations hereunder.
- c. You should notify the Plan Manager of changes in your data.
- d. If you require a copy of the information the Plan Manager holds on you, you should write to the Data Protection Officer at Meteor Asset Management.

### 26. Amendment to these Terms and Conditions

- a. 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.
- b. 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.

#### 27. Index Disclaimers

a. The Plan is not in any way sponsored, endorsed, sold or promoted by FTSE International Limited ('FTSE'), Frank Russell Company ("Russell"), the London Stock Exchange Limited ('the Exchange') or by the Financial Times Limited ('FT') and none of the FTSE, Russell, the Exchange or FT makes any warranty or representation whatsoever, either expressly or implied, either as to the result to be obtained from the use of the indices and/or the figures at which the said Indices stand at any particular day or otherwise. The FTSE 100 Index is compiled and calculated by FTSE and the Russell 2000 Index is compiled and calculated by FTSE Russell. However, none of the FTSE, Russell, the Exchange or the FT shall be liable (whether in negligence or otherwise) to any person for any error in the Indices nor shall they be under any obligation to advise any person of any error or omission therein. 'FTSE' is a trademark of the Exchange and FT and is under licence.

# UK & US Super Step Down Kick Out Plan November 2017 Account Application (Direct/ISA/ISA 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, Ms):	Title (Mr, Mrs, Miss, Ms):
Surname	Surname:
Full forename(s)	Full forename(s):
Permanent	Permanent
address:	address:
Postcode:	Postcode:
Date of birth:	Date of birth:
Occupation:	Occupation
Tel no:	Tel no:
Email address:	Email address:
Littali address.	Littali address.
National Insurance (NI) number:	National Insurance (NI) number:
You can find your NI number on a payslip, form P45 or P60, letters from	the HM Revenue and Customs or the Benefits Agency, or pension order book.
Are you a US Citizen?	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 provide details of the Country/Countries and Tax Reference(s):	If yes, please provide details of the Country/Countries and Tax Reference(s):
, , , , , , , , , , , , , , , , , , ,	
For direct investments only, on behalf of a child (not aged 18	3 or over), please fill in the child's name here.
Full name:	Date of birth:
2. Your bank details	
Bank name:	Bank sort code:
Account	Account number:
name:	Reference (if any):
Building Society Reference or Roll No:	
3. Provision of Future Information	
Online communications only	Paper-based correspondence (0.25% initial charge)
I understand that I will only receive future details of my account via emai 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.	additional initial account charge of 0.25%.
For security purposes, please provide us with a password so we ca	

### 4. Investment (minimum £5,000)

Please complete the plan details below.

		estment type & amounter amount in relevant co		Adviser Charge
Plan Name	Direct	ISA (2017/18)	ISA transfer	% or £
UK & US Super Step Down Kick Out Plan November 2017				
Please indicate how you have acquired the money you  Accumulated savings	are investing: Pension lum	p sum		
Employment related e.g. bonus	Property sale	•		
Inheritance		t of matured funds		
Transfer from another provider	Other (please	e describe)		
Please indicate method of payment:				
Cheque	Elec	tronic payment		
Please make your cheque payable to <b>Meteor Investment Manag</b>	ement If you send	money by bank transfer	r, the details you re	equire are:
<b>Limited Client Account.</b> If you are sending us a building society of it should include your name in brackets on the payee line.	HSBC Bank IBAN: GB86 Sort Code:	6MIDL4027159366618		ccount
5. Have you received financial advice?				
Yes, I/we have received advice from			(	name of firm)
No I/we haven't received financial advice				ŕ



### UK & US Super Step Down Kick Out Plan November 2017



1. Please indicate if you hold any of the following investments:	
Bank deposits cash ISAs stocks and shares ISAs Unit trusts/investment trusts Direct equity investment other	
2. Please indicate if you have ever held:	
Any investment where the capital and growth/income/interest payment(s) are variable and are based on the performance of the underlying securities, such as equities, commodities, indices or corporate bonds.  Yes  No.	
A structured product (a fixed term investment such as the one you are applying for).  Yes  No	
3. Do you have the capacity and willingness to accept the risks of the investment, including any risk to capital? Yes L	
4. Do you understand that the amount of any growth payment will depend on the performance of your Plan and that in the event of adverse market conditions you may not receive any growth payment?  Yes No.	
5. Do you understand how the return of capital at maturity is calculated and that, depending on the Plan terms, the amount you receive may be less than the amount of your original investment?  Yes No.	
6. Do you understand that the Plan is designed to be held for the full investment term and if you were to	
cash in early the amount you receive would depend on the value of the securities at the date of sale	
and that this value could be less than the amount you invested?	
7. Do you understand that if the Counterparty were unable to pay the amounts due when the Plan matures, or on earlier encashment, you may lose some or all, of your investment as well as any growth	
payment to which you would otherwise have been entitled?	
8. Do you understand the charges associated with the Plan?  Yes No.	
9. Do you understand the personal tax implications of your investment?  Yes No	
10. Do you understand the compensation arrangements applicable to the Plan?  Yes No.	
11. Are you the type of investor that this Plan is designed for?  Yes No. 20 you the type of investor that this Plan is designed for?	
7. Intermediary details	
Financial Services	
Firm name: Register Number: Register Number:	Щ
Branch: Adviser:	
8. Adviser Declaration	
<ul> <li>I confirm that all dealings with the investor have been carried out in accordance with the requirements of the FCA Handbo</li> </ul>	ok.
and in accordance with my obligations under Meteor's current Terms of Business.	UK
■ I acknowledge my responsibility to evaluate all information on the Plan and confirm that where I have given advice, I have	
the necessary knowledge and experience to be deemed competent to assess the Plan and its suitability to an applicant's circumstances and investment objectives.	
<ul> <li>I declare that this application has been completed to the best of my knowledge and belief and I have agreed any adviser</li> </ul>	
charge with the applicant.	
I confirm that I have carried out the appropriate identity checks on all parties relevant to this application and have retained copies of the completed Verification of Identity Certificates and supporting documentation, which I understand Meteor management of the complete of the comple	
request at any time and may rely on.	ay
■ I confirm that I have determined that the applicant meets the criteria to invest in this Plan.	
Signed on behalf of the above:  Date:	

### 9. Declaration for all applicants

#### I/we declare that I/we:

- am/are 18 years of age or older
- have carefully read the 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, ISA 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 ISA 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 ISA 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 ISA, a stocks and shares ISA and an Innovative Finance ISA in the same tax year.
- I have not subscribed and will not subscribe to another Stocks and Shares ISA in the same tax year as I subscribe to this Stocks and Shares ISA.
- 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.

Signed:	Name:	Date:	
Signed:	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.

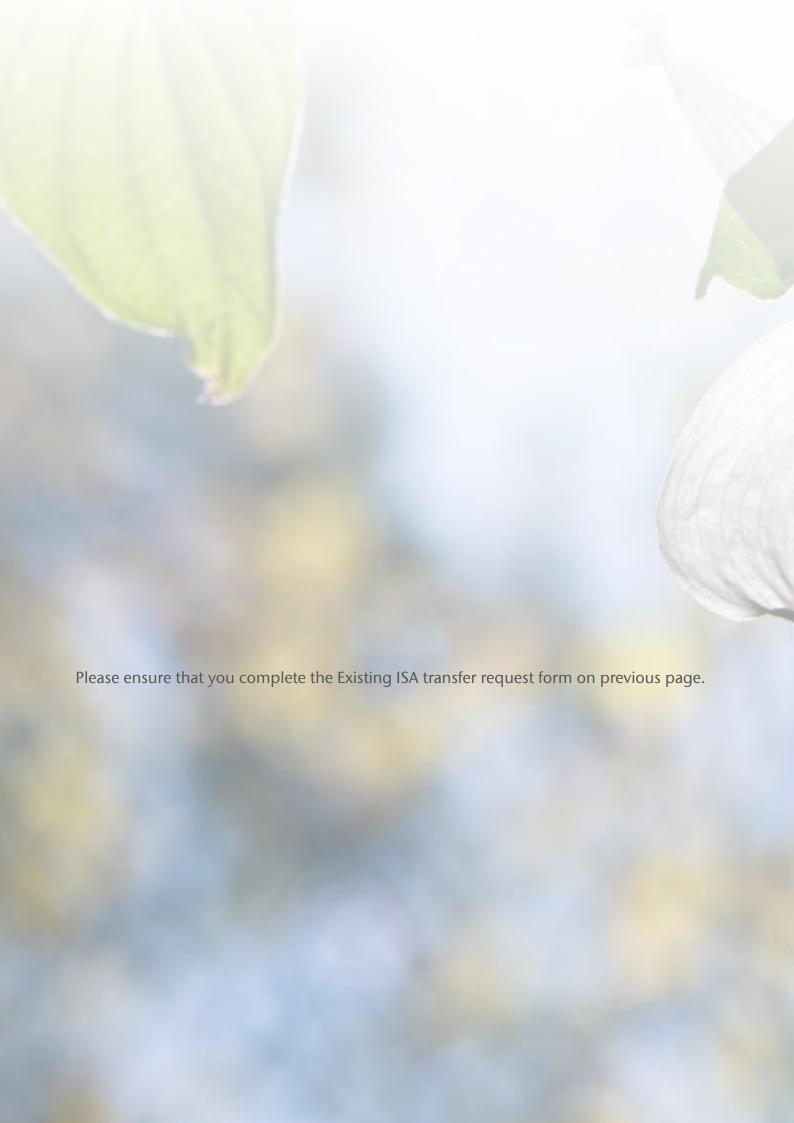
For ISA Transfers please also complete and return the Existing ISA transfer request form on the following page.



### Existing ISA 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 Account number: Please supply your account details. Title (Mr, Mrs, Miss, Ms): Surname: Full forename(s): Date of birth: Permanent residential address: Postcode: NI number: Indicate the amount to be transferred: Type of ISA £ cash stocks and shares ISA Account number: Sort Code: Name of investment: 1. Have you subscribed to your current ISA in the current tax year? 2. Do you wish to: Close your account and transfer the balance plus interest? if no, do you wish to: Transfer your current year subscription as part of the transfer? Transfer your current year subscription only? N.B. If your intended transfer includes the transfer of current year subscriptions, all of the present value derived from current year subscriptions must be transferred. Name of existing ISA manager: Address: Postcode: Any special instructions: In respect of the ISA Account detailed above I authorise my existing ISA manager to Transfer the cash value of the ISA together with any interest, dividends, rights and cash within the account, or the amount specified, as appropriate, to Meteor Investment Management Limited. 2. Provide Meteor with any information, written or non-written, and to accept any instructions from them relating to the transfer. Ensure that all dividends, interest & tax credits arising after the transfer are paid to me. a) Proceed immediately with the transfer and, where a period of notice is required for closure/part transfer, apply any consequential penalty (delete as appropriate); OR b) Proceed with the transfer only after the full notice period has expired (delete as appropriate) Signature: Date:

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





### UK & US Super Step Down Kick Out Plan November 2017 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	
Proposers: (The Trustee(s))	
(The Hustee(s))	Scheme Name:
Name of administrators:	Scheme Reference No:
Address for correspondence:	Type of pension scheme: (please tick one box below)
Postcode:	A small self-administered scheme (SSAS):
Contact name:	Please note: a copy of the HMRC approval letter must be enclosed with all SSAS applications.
Contact tel no:	A self-invested personal pension scheme (SIPP):
Email:	
Please provide the details of the scheme beneficiary here Beneficiary 1	e. Beneficiary 2
Full name:	Full name:
Permanent	Permanent
address:	address:
Postcode:	Postcode:
Date of birth: DD MM YYYY	Date of birth: DD MM YYYY
Occupation:	Occupation:
NI number:	NI number:
(Please provide details of additional individuals on a separate	sheet)
Are you a US Citizen?	Are you a US Citizen?
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 $\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \$	Are you resident for tax purposes in any other country? Yes No
If yes, please provide details of the Country/Countries and Tax Reference(	s): If yes, please provide details of the Country/Countries and Tax Reference(s):
Please provide Trustee details (to be completed by non-regula	
Trustee 1 Full name:	Trustee 2 Full name:
Permanent address:	Permanent address:
Postcode:	Postcode:
Date of birth: DD MM YYYYY (Please provide details of additional individuals on a separate	Date of birth: DD MM YYYYY
2. Provision of Information	
Online communications only	Paper-based correspondence (0.25% initial charge)
I understand that I will only receive future details of my account via em 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 abov	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.

Na	ame of Plan				Amount (£)	Adviser	Charge (%	or £)
Uł	K & US Super St	ep Down Kick Out Plan Nov	ember 2017					
Plea Lim	Cheque ase make your ch	e method of payment neque payable to Meteor Invount. If you are sending us a ur name in brackets on the p	vestment Management building society cheque	Met HSB IBAI Sort	Electronic payment u send money by bank transf eor Investment Managemer C Bank plc N: GB86MIDL40271593666 : Code: 40-27-15 bunt Number: 93666182	nt Limited Cl	-	
4.	Your bank	details						
	ink name:				Bank sort code:			
	count ime:				Account number:			
					Reference (if any):			
Bui	ilding Society	Reference or Roll No:						
На	ve you recei	ved financial advice?				_		
	Yes, I/we hav	re received advice from en't received financial ad	vice.				(nam	ne of firm)
1.	Please indicate Bank deposits Please indicate	te if you have ever held:	ollowing investments: ts/investment trusts		Direct equity investmen		oth	uer 🗌
	-	·	•		nent(s) are variable and are modities, indices or corpora		Yes	No 🗌
	A structured	product (a fixed term inve	estment such as the one	you	are applying for).		Yes	No 🗌
3.	Do you have	the capacity and willingr	ess to accept the risks of	the	investment, including any r	sk to capital	? Yes	No 🗌
4.	-	rstand that the amount of e event of adverse market			end on the performance of your any growth payment?	our Plan	Yes	No 🗌
5.	-	rstand how the return of nount you receive may be	-		ed and that, depending on roriginal investment?	the Plan	Yes	No 🗌
6.	cash in early		vould depend on the val	ue o	nvestment term and if you fithe securities at the date of		Yes	No 🗌
7.	on earlier end	rstand that if the Counter cashment, you may lose s which you would otherwi	ome or all, of your inves	-	e amounts due when the Plant as well as any growth	in matures, o	Yes 🗌	No 🗌
8.	Do you unde	rstand the charges associ	ated with the Plan?				Yes	No 🗌
9.	Do you unde	rstand the personal tax ir	mplications of your inves	tmer	nt?		Yes	No 🗌
10.	Do you unde	rstand the compensation	arrangements applicab	e to	the Plan?		Yes	No 🗌
11.	Are you the ty	ype of investor that this P	lan is designed for?				Yes	No 🗌



Date:

6.	Intermed	diarv	details

Signed:

ov mooning a count				
Firm name:		Financial Service Register Numbe		
Branch:	Adviser:			
7. Adviser Declaration				
<ul> <li>I confirm that all dealings with the investor</li> <li>and in accordance with my obligations un</li> </ul>		-	nts of the FCA	\ Handbook
<ul> <li>I acknowledge my responsibility to evaluate the necessary knowledge and experience to circumstances and investment objectives.</li> </ul>			_	
I declare that this application has been cor charge with the applicant.	mpleted to the best of my knowledge	e and belief and I have	agreed any a	adviser
I confirm that I have carried out the appro- copies of the completed Verification of Ide request at any time and may rely on.				
I confirm that I have determined that the a	applicant meets the criteria to invest in	n this Plan.		
Signed on behalf of the above:		Date:		
8. Authorised Signatures				
The exercise of any options under the Terms ar or, where a number is not stipulated, by at leas those who will be Authorised Signatories. If yo is any change to the Authorised Signatories, pl to rely on the previous list until it is informed to	st one authorised signature. Please properties of the please properties of the please contile as a notify Meteor in writing giving the second of the properties of the propert	rovide the names and inue on a separate sh	sample signates sample signates a signature si	atures of all Where there
Signed:	Name:		Date:	
Signed:	Name:		Date:	
Signed:	Name:		Date:	
Signed:	Name:		Date:	

Name:

#### 9. Declaration

#### I/we declare that I/we:

- have carefully read the 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) 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:

Signed:	Name:	Date:
Signed:	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:	Postcode:
Type of trust (if applicable): Name of administrators:	
Contact name:	Contact tel no:
Email:	
Please provide details for Trustees and Beneficiar (Please provide details of additional individuals o	
Beneficiary 1	Beneficiary 2
Full name:	Full name:
Permanent address:	Permanent address:
Postcode:	Postcode:
Date of birth: DDMMYYYY	Date of birth: DDMMYYYY
Occupation:	Occupation:
NI number:	NI number:
Trustee 1	Trustee 2
Full name:	Full name:
Permanent	Permanent
address:	address:
Postcode:	Postcode:
Country of	Country of
residence:	residence:
Date of birth:	Date of birth: DD MM YYYY
2. Tax Status	
taxes or file tax returns. Please also provide your associa	x purposes. This usually means the country / countries where you have an obligation to pay ated Tax Identification Number (TIN). A TIN is the tax reference number issued to you by the purpose. Where the country does not issue a TIN, please provide an equivalent reference.
Country	TIN
Is the Trust resident for tax purposes in any other If "Yes", please provide details on a separate shee	r country / countries other than those stated above? Yes No et.
Does the Trust have a Global Intermediary Identific	ation Number (GIIN) issued by the US Inland Revenue Service? Yes No
If "Yes", please provide the GIIN:	

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%.
additional milan decedite change of 012570
n give you information over the telephone:
Amount (£) Adviser Charge (% or £)
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
nvesting:
Pension lump sum
Property sale
Reinvestment of matured funds
Other (please describe)
Bank sort code:
Account number:
Reference (if any):
(name of firm)





Ο.	Please answer the questi	ons below.					
1.	Please indicate if you hold any of Bank deposits U	of the following investments: nit trusts/investment trusts	Direct equity	/ investment		oth	ner
2.	Please indicate if you have ever	held:					
	•	tal and growth/income/interest paym ving securities, such as equities, comn				Yes	No 🗌
	A structured product (a fixed te	erm investment such as the one you a	re applying for).			Yes	No 🗌
3.	Do you have the capacity and w	villingness to accept the risks of the ir	vestment, inclu	ding any risk	to capital?	Yes	No 🗌
4.		ount of any growth payment will deper market conditions you may not receive	•	-		Yes	No 🗌
5.		turn of capital at maturity is calculated may be less than the amount of your		_		Yes	No 🗌
6.	cash in early the amount you re	an is designed to be held for the full in eceive would depend on the value of s than the amount you invested?			ale	Yes	No 🗌
7.		Counterparty were unable to pay the any lose some or all, of your investment otherwise have been entitled?				Yes	No 🗌
8.	Do you understand the charge	s associated with the Plan?				Yes	No 🗌
9.		al tax implications of your investment	?			Yes	No 🗌
	De constant de la constant	neation arrangements applicable to the	-1 0			Yes	No 🗌
10.	Do you understand the compe	nsation arrangements applicable to ti	ne Plan?			162	
	Do you understand the compe Are you the type of investor that		ne Plan?			Yes	No 🗆
11. <b>7.</b>			ne Plan?	Financial Ser Register Nur	vices —		
11. <b>7.</b> Firm	Are you the type of investor that		Adviser:		vices —		
<ul><li>7.</li><li>Firm</li><li>Brance</li></ul>	Are you the type of investor that Intermediary details m name: nch:  Adviser Declaration		Adviser:	Register Nur	vices nber:	Yes	No .
<ul><li>7.</li><li>Firm Braz</li><li>8.</li></ul>	Are you the type of investor that Intermediary details  n name:  nch:  Adviser Declaration I confirm that all dealings with	at this Plan is designed for?	Adviser:	Register Nur	vices nber:	Yes	No .
<ul><li>7.</li><li>Firm Braz</li><li>8.</li></ul>	Are you the type of investor that Intermediary details mename: nch:  Adviser Declaration I confirm that all dealings with and in accordance with my obliced in I acknowledge my responsibilities.	the investor have been carried out in ligations under Meteor's current Term by to evaluate all information on the Pexperience to be deemed competent.	Adviser:  accordance with s of Business. an and confirm	Register Nur n the required that where I	nber:	Yes	No ndbook
7. Firm Braz	Intermediary details  In name:  Inch:  Adviser Declaration  I confirm that all dealings with and in accordance with my oblic lacknowledge my responsibility the necessary knowledge and circumstances and investment	the investor have been carried out in ligations under Meteor's current Term by to evaluate all information on the Pexperience to be deemed competent.	Adviser:  accordance with s of Business. Ian and confirm to assess the Pla	n the required that where I n and its suit	ments of the	Yes FCA Haladvice, I applicar	ndbook have
11. 7. Firm	Are you the type of investor that Intermediary details mename: Inch:  Adviser Declaration I confirm that all dealings with and in accordance with my oblication are responsibility the necessary knowledge and circumstances and investment I declare that this application he charge with the applicant. I confirm that I have carried ou	the investor have been carried out in ligations under Meteor's current Term by to evaluate all information on the Pexperience to be deemed competent objectives.  as been completed to the best of my the appropriate identity checks on a ation of Identity Certificates and support to the second competent of the appropriate identity checks on a second complete of the second competent of the appropriate identity checks on a second competent of the appropriate identity checks on a second competent of the second	Adviser:  accordance with s of Business. Ian and confirm to assess the Plaknowledge and ll parties relevar	n the required that where I n and its suit belief and I h	ments of the have given ability to an ave agreed	Yes FCA Haladvice, I applicar any advice	ndbook have nt's ser
11. 7. Firm Braz. 8.	Are you the type of investor that Intermediary details  In name:  Inch:  Adviser Declaration  I confirm that all dealings with and in accordance with my oble I acknowledge my responsibility the necessary knowledge and circumstances and investment I declare that this application he charge with the applicant.  I confirm that I have carried out copies of the completed Verification request at any time and may responsible to the complete of the co	the investor have been carried out in ligations under Meteor's current Term by to evaluate all information on the Pexperience to be deemed competent objectives.  as been completed to the best of my the appropriate identity checks on a ation of Identity Certificates and support to the second competent of the appropriate identity checks on a second complete of the second competent of the appropriate identity checks on a second competent of the appropriate identity checks on a second competent of the second	accordance with s of Business. Ian and confirm to assess the Placknowledge and II parties relevant orting documents.	that where I in and its suit belief and I hat to this apportation, whice	ments of the have given ability to an ave agreed	Yes FCA Haladvice, I applicar any advice	ndbook have nt's ser

#### 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/we have carefully read the 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
- I/we apply as Trustees/Authorised Parties for the Plan listed overleaf
- I/we 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
- I/we am/are not, or acting on the behalf of, a resident of the United States; and that I/we will not assist any person who is so resident
- I/we agree to inform Meteor immediately should I/we/the Trust become resident(s) of the United States
- I/we 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) 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 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 '4. 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

Signed:	Name:	Date:	
		_ [	
Signed:	Name:	Date:	



### 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 de	tails			
Company/				
Partnership na	me:			
Address for				
correspondence	ce:			
			Postcode:	:
Registered com	pany			
address:				
	Postcode:		Company Number:	
Country of			Tax reference No:	
incorporation:				
Ultimate Benef	icial:			
Owner (if know		<u> </u>		
Contact name:		Contact tel r	10:	
Email:				
Please provid	le director details for private companies only / partne	ers in a partne	ership	
Director / Pa	ırtner	Director /	Partner	
Full name:		Full name:		
Permanent		Permanent		
address:		address:		
	Postcode:			Postcode:
Date of birth:	D D M M Y Y Y	Date of bir	th: DDMM	YYY
(Please provid	e details of additional individuals on a separate sheet)			
2. Tax Stat	7115			
	puntries where the company / partnership is resident for tax	nurnoses This	rusually means the co	ountry / countries where you have an
	ay taxes or file tax returns. Please also provide the associated			
	e in the country where you are resident for tax purpose. Whe			
Country		TIN		
	//partnership resident for tax purposes in any other country e provide details on a separate sheet.	/ countries othe	er than those stated ab	pove? Yes No
	pany/partnership have a Global Intermediary Identificatio	n Number (GII	N) issued by the	
US Inland Reve				Yes No
If "Yes", pleas	e provide the GIIN:			
3. Provision	on of Information			
Online	communications only	Paper	-based correspond	lence (0.25% initial charge)
I understand th	nat I will only receive future details of my account via email			ails of my account, including
	d that no further paper correspondence will be sent to			erstand that this will incur an
me. Please ensure	that a valid email address is inserted in section 1 above.	additional init	ial account charge of 0	J.Z3%.
	urposes, please provide us with a password so we can o	nive vou inform	nation over the telen	phone:
. or security P	ai poses, pieuse provide us viur a passvolu so we call c	,,,c,,ou ii ii 0111	maderi ever die telep	nione.

# **4. Investment (minimum £5,000)** Please complete the plan details below.

Name of Plan		Amount (£)	Adviser C	harge (9	% or £)
UK & US Super Step Down Kick Out Plan November 2017					
Please indicate method of payment:					
Cheque		Electronic payment			
Please make your cheque payable to Meteor Investment Manag	gement If yo	ou send money by bank transf	er, the details	you requ	ire are:
Limited Client Account. If you are sending us a building society	•	eor Investment Manageme			
it should include your name in brackets on the payee line.		C Bank plc N: GB86MIDL40271593666	192		
		t Code: 40-27-15	102		
5. Your bank details	Acc	ount Number: 93666182			
Bank name:		Bank sort code:			_
Account name:		Account number:			
		Reference (if any):			
Building Society Reference or Roll No:					
Have you received financial advice?					
mave you received infancial advice:					
Yes, I/we have received advice from				(nan	ne of firm
No, I/we haven't received financial advice.					
6. Please answer the questions below:					
Please indicate if you hold any of the following inves     Bank deposits		Direct equity investmen	nt	ot	ther
2. Please indicate if you have ever held:					
Any investment where the capital and growth/incom	ne/interest pay	ment(s) are variable and are	based on		
the performance of the underlying securities, such a	s equities, com	modities, indices or corpora	ite bonds.	Yes	□ No □
A structured product (a fixed term investment such a	as the one you	are applying for).		Yes	□ No □
3. Do you have the capacity and willingness to accept	the risks of the	investment, including any r	isk to capital?	Yes	No 🗆
4. Do you understand that the amount of any growth par	yment will dep	end on the performance of yo	our Plan		
and that in the event of adverse market conditions you				Yes	No
5. Do you understand how the return of capital at mat	urity is calculat	ed and that, depending on	the Plan		
terms, the amount you receive may be less than the	amount of you	r original investment?		Yes	No L
6. Do you understand that the Plan is designed to be h	eld for the full	investment term and if you	were to		
cash in early the amount you receive would depend		f the securities at the date o	fsale		
and that this value could be less than the amount yo	ou invested?			Yes _	_ No ∟
7. Do you understand that if the Counterparty were ur	nable to pay the	e amounts due when the Pla	ın matures, o	r	
on earlier encashment, you may lose some or all, of	-	nt as well as any growth			
payment to which you would otherwise have been e	entitled?			Yes	∐ No L
8. Do you understand the charges associated with the	Plan?			Yes	│ No │
9. Do you understand the personal tax implications of	your investme	nt?		Yes	_ No _
10. Do you understand the compensation arrangements	s applicable to	the Plan?		Yes	No
11. Are you the type of investor that this Plan is designed	d for?			Yes	□ No □



/. Inte	ermediary details			Financial Service	es —			
Firm name:				Register Numbe	er:			
Branch:			Adviser:					
8. Adv	viser Declaration							
		that all dealings with the investor have been carried out in accordance with the requirements of the FCA Handbook cordance with my obligations under Meteor's current Terms of Business.						
the	acknowledge my responsibility to evaluate all information on the Plan and confirm that where I have given advice, I have the necessary knowledge and experience to be deemed competent to assess the Plan and its suitability to an applicant's circumstances and investment objectives.							
	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 applicant.							
cop	I confirm that I have carried out the appropriate identity checks on all parties relevant to this application and have retained copies of the completed Verification of Identity Certificates and supporting documentation, which I understand Meteor may request at any time and may rely on.							
■ Ico	onfirm that I have determine	d that the applicant meets the	e criteria to invest in th	is Plan.				
Signed	on behalf of the above:			Date:				
9. Aut	:horised Signatures							
The exe	rcise of any options under t	he Terms and Conditions mu	st be authorised by the	requisite number	r of Author	rised Signatories		
or, whe those w is any c	re a number is not stipulate ho will be Authorised Signa	d, by at least one authorised stories. If you require more that natories, please notify Meteor	signature. Please provio an five, please continuo	de the names and e on a separate sh	sample si eet of pap	gnatures of all er. Where there		
Signed:		N	lame:		Date:			
Signed:		N	lame:		Date:			
Signed:		N	lame:		Date:			
Signed:		N	lame:		Date:			
Signed:		N	lame:		Date:			



#### 10. Declaration

#### I/we declare that:

- I/we have carefully read the 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
- I/we apply as Authorised Parties for the Plan listed overleaf
- I/we 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
- I/we am/are not, or acting on the behalf of, a resident of the United States; and that I/we will not assist any person who is so resident
- I/we agree to inform Meteor immediately should I/we become a resident(s) of the United States
- I/we agree to inform Meteor immediately should there be any change in the company/partnership's residency for tax purposes
- I/we 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 '4. 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;

Signed:	Name:	Date:
Signed:	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.



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



Meteor Asset Management Limited

55 King William Street
London EC4R 9AD
Tel +44 (0)20 7904 1010
Fax +44 (0)20 7283 1355 Email info@meteoram.com www.meteoram.com

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