

These are Dura Capital 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 or intermediary. Words that are capitalised in these terms have a specific meaning, which is set out in Clause 1 below. The headings in these Terms are for convenience only and do not limit their scope. Your acceptance of these Terms is signified by you or your IFA/Intermediary submitting an Application Form.

1. DEFINITION

"Application Form" – the form that you must complete either physically or using our online portal, for a Direct Investment and/or ISA investment

"Base Prospectus" – the document created and published by the Issuer that provides full information about the Securities that make up the Plan.

"Business Day" – means any day on which each Exchange and each Related Exchange is open for trading for its regular trading sessions.

"Calculation Agent" – the calculation Agent will be responsible for determining the value of the Plan and therefore any returns that are due to you under the Terms of the Plan.

"Client Money" – any money that We are holding on Your behalf, and which will be clearly separated from money that belongs to Us, subject to the provisions of the FCA's Client Assets Sourcebook.

"Data Protection Legislation" - the UK Data Protection Act 1998 and any subsequent legislation including but not limited to the General Data Protection Regulation (2016/679) of the European Union ("GDPR"), as well as all other applicable laws and regulations in force in the UK relating to or impacting on the processing of personal data and privacy, including the UK Privacy and Electronic Communications (EC Directive) Regulations 2003.

"Designated Client Money Account" – a current or deposit account at a third-party bank that is in Our name, but includes in its title an appropriate description to indicate that it holds only Client Money in accordance with our regulatory responsibility and is used to hold the money of one or more clients.

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

"Issuer" – Citigroup Global Markets Funding Luxembourg S.C.A.

"Market Maker" – Citigroup. The Market Maker will be responsible for providing a market in the Securities that

make up your Plan should you need to sell them before the stated Maturity Payment Date.

"Plan Manager" – Dura Capital Limited. Dura Capital Limited is authorised and regulated by the Financial Conduct Authority (FCA) and must follow its rules as amended from time to time ('the Rules'). If there are any differences between the Rules and these Terms and Conditions, the Rules will apply.

"Plan Objective" – the objective of securing the return described in the Plan factsheet.

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

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

"Stocks and Shares ISA" - an investment in the Plan qualifying as a Stocks and Shares ISA under the Regulations.

"Subscription" – the total amount(s) you pay to the Plan Manager, including any amount you have asked the Plan Manager to pay to meet any adviser charges outlined in Condition 10.

"We and us or our" – Dura Capital Limited

"You and your" – the Plan holder(s) named on the Application Form.

2. YOUR APPLICATION

- 2.1 The Plan Manager may accept a fully and correctly completed Application Form and Subscription amount from you under these Terms and Conditions. The Plan Manager has the right to reject an application for a number of reasons, including if you are not eligible to invest in the Plan, if we have not received the full Subscription amount indicated on your form, or if information is missing or incomplete.
- 2.2 By submitting the Application Form, you confirm that the information you have provided is accurate and complete.
- 2.3 By submitting the Application Form, you instruct the Plan Manager to choose and buy Securities that have been designed to provide the benefits of the Plan as described in the Plan factsheet.
- 2.4 You must invest in a Stocks and Shares ISA with your own money.
- 2.5 If the Plan Manager must 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.

3. CANCELLATION RIGHTS

- 3.1 You have the right to cancel your Plan within 14 days of receiving the acceptance notification from the Plan Manager and a notice of your right to change your mind.
- 3.2 If the Plan Manager has purchased Securities for your Plan before the Plan Manager receives your completed cancellation request, the amount you will receive may be less than the amount of money you invest, if the price at which the Plan Manager sells the Securities is lower than the price you paid for them.
- 3.3 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.

4. CLIENT CLASSIFICATION

- 4.1. 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.

5. PURCHASE OF PLAN SECURITIES

- 5.1 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.
- 5.2 The Plan Manager may choose and instruct brokers or dealers (including associated companies) to buy, sell and deal in Securities for your Plan.
- 5.3 Any money that you subscribe to the Plan will be used by the Plan Manager to buy investments on your behalf. Upon receipt of cleared funds, any money received prior to the Start Date will be held in the Designated Client Money Account. You will not receive any interest on money held on your behalf from when the funds are cleared to the Start Date.
- 5.4 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. The amount invested on your behalf will be rounded down to the nearest whole number of pounds and the balance retained by the Plan Manager.
- 5.6 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 and you will be the beneficial owner of those Securities allocated to you.
- 5.7 If, for any reason, the Plan Manager is unable to purchase Securities to fulfil the commitments set out in the Plan

brochure, your Subscription will be returned to you, less any fee that may have been paid to your financial adviser or intermediary as specified. You should discuss with your financial adviser or intermediary whether you are entitled to a refund for any fees paid to them, as this is dependent on the terms agreed between you and them. You will need to arrange for your financial adviser or intermediary to repay to you directly any such refund of fees.

- 5.8 In the event of the Issuer being 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 investment (after the deduction of fees) plus any Income payments to which you would otherwise be entitled.
- 5.9 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.

6. CUSTODY

- 6.1 Your Securities will be held in a custody account with Bank of New York Mellon, and documents of title, if any, will be kept in the custody of Bank of New York Mellon. The Plan Manager may, at its reasonable discretion, agree to such alternative custodial arrangements as it may determine from time to time without notice to you. Such documents of title shall not be lent to any third party and money may not be borrowed on your behalf against the security of those documents.
- 6.2 Unless alternative custodial arrangements are agreed, your Securities will be held collectively in an account with Bank of New York Mellon and, although the amount of Securities that you hold will be recorded and separately identified by the Plan Manager, your holding may not be identifiable by separate documents or certificates of title. Therefore, in the event of default, any shortfall in the Securities may be shared pro rata among all investors in the Plan whose Securities are held with Bank of New York Mellon.

7. CASH HELD

- 7.1 You may invest into the Plan only in line with the published Terms and Conditions.
 - 7.2 All money belonging to clients is held in a Designated Client Money Account in the name of Dura Capital 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).
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- 7.3 The Plan Manager will use your Subscription less an adviser fee where applicable as described in Clause 10.2 to purchase the Securities to be held in the Plan.
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8. MATURITY

- 8.1 Under the terms of the Plan, the Plan will mature on either
- i) the Final Maturity Date, or
 - ii) one of the Autocall Dates (if applicable). The Securities are structured so that the amount you are due to receive from your Plan is in accordance with the Plan Objective. The Plan Manager will contact you to inform you of your options at maturity and any action required by you. The Plan Manager may, at its discretion, repay maturity proceeds to you by transferring the funds into the bank or building society account from where the initial investment originated. Should this occur you will be notified by the Plan Manager. You should note that once the Plan has matured, we will hold the proceeds in a Designated Client Money Account up to 3 months and interest will not be paid. If we have not received your written instructions at 3 months, we will return your money by BACS or send a cheque to the last address provided to us. If your investment was an ISA investment the ISA status will subsequently be lost.
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9. CLOSING YOUR PLAN

- 9.1 You may close your Plan at any time by giving the Plan Manager your 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). We expect that it will take up to 2 business days to sell Your Plan from receipt of Your valid instructions, and up to a further 10 business days to pay the proceeds to You.
- 9.2 The value of your Securities will be dependent on the market price of your holdings at the date of sale. The price will be quoted by the Market Maker and will reflect the limited market in the Securities. The Market Maker reserves the right to cease to make a secondary market if market conditions or its corporate circumstances materially change.
- 9.3 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.
- 9.4 Partial withdrawals or partial transfers are permitted subject to a minimum withdrawal or transfer of £500 and £3,000 remaining invested in the Plan. Any future income payments will be based upon the remaining amount invested in the Plan.
- 9.5 Subject to Clause 9.4, on your instructions and within the time stipulated by you, an ISA or part of an ISA, shall be transferred to another ISA manager.
- 9.7 The Plan Manager may terminate your Plan in the following circumstances:

a) If it is not possible to administer the Plan in accordance with the necessary regulations, or if you are in breach of the regulations.

b) If you fail to pay any money due, or

c) If you are in breach of these Terms and Conditions and, following our written notice to you to remedy the breach, you fail to do so within three months of such notice from us. In these circumstances, the Plan Manager will notify you in writing. This will not affect any transactions the Plan Manager has already started to carry out.

- 9.8 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.
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10. CHARGES

- 10.1 The terms on which the Plan Manager will purchase Securities for you will reflect certain charges, fees and expenses. You will be notified of the total cost and charges applied in writing by the Plan Manager. This will not affect the calculation of returns described in the Plan brochure.
- 10.2 If you decide to pay any financial adviser charge from your Plan you may instruct the Plan Manager to deduct and pay such fee from your Subscription. In all cases the level of such charge must be agreed by you with your financial adviser. Any charge will be based on either an agreed percentage of the amount to be invested or an agreed cash amount in relation to the Plan. This charge will be deducted from your Subscription, reducing the amount of money invested in the Plan by this amount. This must be confirmed by 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.
- 10.3 No other charges are anticipated. If you terminate your Plan before maturity, no further charges will be deducted, however, you may not get back the original amount invested. We will also deduct any associated selling costs and transfer taxes including stamp duty or stamp duty reserve tax to the extent applicable. Please note that it is possible that you will be liable to pay additional taxes or costs that are not paid, or imposed, by us. You will need to discuss reclaiming any fee paid to your financial adviser with your financial adviser. The Plan Manager is not responsible for rebating any such fee.
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11. TAXATION

- 11.1 If your Plan is a Stocks and Shares ISA and you live in the UK, you will not, under current tax rules, pay UK Income Tax or UK Capital Gains Tax on the return from the Plan, but, any losses on your Plan will be ignored for the purposes of UK Capital Gains Tax.
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11.2 If your Plan is, or becomes, a Direct Investment you may, depending on your circumstances, pay tax on any interest or Income you receive and/or on any capital gain from selling the Plan.

11.3 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.

12. CORPORATE AND TRUSTEE PLANHOLDERS

12.1 If you are a company or corporate trustee, you confirm that:

- a) You have the corporate authority to invest in the Plan.
- b) By investing, you do not breach any of your constitutional documents.
- c) You have provided an up-to-date list of signatories.

12.2 You agree to give the Plan Manager any relevant documentation and information that the Plan Manager asks for in support of your application.

12.3 If you are a trustee you confirm that:

- a) You are an authorised trustee of the relevant trust.
- b) You have the authority and consent to invest in the Plan.
- c) By investing, you do not breach the constituting trust documents.
- d) You have provided an up-to-date list of trustees and signatories.

13. KEEPING YOU INFORMED

13.1 The Plan Manager will send you an acknowledgement of your Application Form within five working days of receipt.

13.2 The Plan Manager will send you an opening statement for your Plan, shortly after the Securities have been purchased.

13.3 The Plan Manager will give you an annual report and valuation of your Plan. You may request to receive this information more frequently.

13.4 You can contact the Plan Manager by telephone (by calling 0330 678 1111) or letter (by writing to Dura Capital Limited, PO Box 1233, AL1 9HU) for any other information you want on the Plan.

13.5 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.

13.6 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.

13.7 The Plan Manager will always write and speak to you in English.

14. COMPLAINT HANDLING

14.1 You may complain to the Plan Manager about any aspect of your dealings with the Plan Manager. Please refer to 'Frequently asked questions' for full details on how to complain, including our contact information.

14.2 If you ask, the Plan Manager will send you written details of how the Plan Manager will deal with your complaint.

14.3 If you are not satisfied with the way the Plan Manager has dealt with your complaint you can complain to the Financial Ombudsman Service at Exchange Tower, London, E14 9SR. Tel: 0300 123 9123. Making a complaint will not affect your right to take legal action.

15. ACCESS TO THE FINANCIAL SERVICES COMPENSATION SCHEME

15.1 Dura Capital Limited is covered by the Financial Services Compensation Scheme and you may be entitled to compensation from the scheme if the Plan Manager cannot meet its obligations. You should be aware that compensation is not available merely because the Securities perform less well than you expected or because the Issuer of the Securities becomes insolvent and is unable to pay back the value of the Securities.

15.2 If the 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.

15.3 Your entitlement would depend on the type of business and the circumstances of the claim.

15.4 You can get more information about compensation arrangements from the Financial Services Compensation Scheme.

16. DEATH

16.1 If you die during the Term of the Plan, the Plan Manager will act on the instructions of your personal representatives.

16.2 The Plan Manager will confirm the value of the Securities as of the date that they are notified of your death and will advise your personal representatives of its requirements.

16.3 If they elect to do so they can re-register the ownership of the Plan and hold it to the Maturity Payment Date.

17. DATA PROTECTION STATEMENT

17.1 Dura Capital will handle the processing and transfer of Personal Data in accordance with the Data Protection Legislation.

17.2 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.

17.3 By ticking the relevant box on the Application Form, you are confirming that the Plan Manager may make your personal and financial information available:

- a) To your financial adviser or intermediary by email or other means, including a secure internet service;
- b) As the Plan Manager is obliged to under the requirements of any law, regulation or court order that the Plan Manager must follow;
- c) To you, if you ask, and in line with the Data Protection Legislation;
- d) To transfer the data to third party service providers and agents;
- e) To use the data for fraud prevention and anti-money laundering purposes;
- f) To fulfil its regulatory responsibilities and
- g) To any delegate or successor to some or all its rights or obligations hereunder.

17.4 You should notify the Plan Manager of changes in your data.

17.5 If you require a copy of the information the Plan Manager holds on you, you should write to the Plan Manager.

18. PREVENTION OF MONEY LAUNDERING

18.1 Your financial adviser or intermediary must verify your identity for anti-money laundering regulations and will probably have asked you for sight of various documents to fulfil this requirement. The Plan Manager can accept the verification provided by your financial adviser or intermediary but does reserve the right to request additional information and/or documentation to satisfy its own anti-money laundering procedures.

18.2 The Plan Manager may carry out electronic checks on your identity before the Plan Manager can accept an application from you or prior to selling Securities on your behalf. This is so that the Plan Manager can be sure that the Plan Manager is taking instructions only from the correct person. The check will be carried out using a reliable and reputable electronic database agency. To meet our regulatory obligations, we may also be required to seek further information related to you from a 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 will not affect your credit rating.

18.3 This enables the Plan Manager to comply with the UK anti-money laundering regulations and the Regulation and is for your protection. In completing an application, you give the Plan Manager permission to obtain such information.

18.4 It might be necessary for the Plan Manager to ask you for, and for you to provide, more information as part of this process.

19. TELEPHONE RECORDING

19.1 For your security and for training and monitoring purposes telephone conversations may be recorded.

20. LIABILITY

20.1 The Plan Manager will exercise due care and diligence in managing your Plan. However, the Plan Manager will not be liable to you:

a) For any default by the Custodian, or any securities depository with whom your Securities are deposited, or for any fraud, negligence or wilful default on the part of the Custodian or any such securities depository or other third party;

b) For any loss, depreciation or fluctuation in the value of the Securities held within your Plan, except as a result of fraud, negligence or wilful default by the Plan Manager or its agents;

c) If the Plan Manager cannot carry out its responsibilities because of circumstances beyond its reasonable control; or

d) For the acts or omissions of any professional financial adviser or intermediary who arranged your Investment in the Plan.

20.2 The Plan Manager will exercise its authority under these Terms and Conditions in an appropriate way. However, whilst the Securities will be structured with a view to meeting the Plan Objective, the Plan Manager is unable to (and does not) guarantee that the Plan Objective will be met. In particular, you acknowledge that your entitlement under the Plan is dependent on the exact terms of issue of the Securities. These may contain provisions allowing for:

- a) Adjustments to the timing of calculation of entitlements and
- b) The termination of the Securities, including (without limitation) in circumstances where the Plan Manager is in default. No provision in these Terms and Conditions will operate to exclude or limit the liability of the Plan Manager and/or the Issuer to the extent that this would be prohibited by law or the FCA and PRA Rules.

20.3 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:

a) Breakdown or failure of any telecommunications or computer service;

b) Industrial disputes;

c) Failure of other people to carry out their obligations;

d) Acts of governments or international authorities;

e) Any other event or circumstance that is not reasonably within its control.

20.5. Nothing in these Terms and Conditions 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. Nothing in these Terms and Conditions will exclude any obligations the Plan Manager may have in common law.

21. CONFLICTS OF INTEREST

21.1 Occasions can arise where the Plan Manager, or one of its other clients, will have some form of interest in business which is being transacted for the Plan. If this happens, or the Plan Manager becomes aware that its interests or those of one of its other clients conflict with your interests, you will be informed and asked for your written consent before any transaction is carried out. A copy of Dura Capital Limited's conflicts policy can be obtained upon request from Dura Capital Limited, PO Box 1233, AL1 9HU (Tel: 0330 678 1111).

22. EVENTS BEYOND THE PLAN MANAGER'S REASONABLE CONTROL

22.1 In the event of any failure, interruption or delay in the performance of its obligations resulting from breakdown, failure or malfunction of any telecommunications or computer service, industrial disputes, failure of any third party to carry out its obligations, acts of governmental or supranational authorities, or any other event or circumstance whatsoever not reasonably within its control, the Plan Manager may be unable to fulfil its financial responsibilities in the market then your ability to realise your investment may be restricted and the Plan Manager shall not be liable or have any responsibility of any kind for any loss or damage you incur or suffer as a result.

23. NO RESTRICTION ON INVESTMENT SERVICES

23.1 Nothing in these Terms and Conditions shall restrict the Plan Manager's right to provide investment services to others.

24. HMRC

24.1 You authorise the Plan Manager to provide HMRC with all relevant details of the Direct Account, ISA and its investments which HMRC may reasonably request at any time.

25. GOVERNING LAW

25.1 These Terms and Conditions and all non-contractual obligations arising out of or in connection with them shall be governed by English law and will become effective on acceptance by the Plan Manager of your Application Form.

26. ENFORCEMENT

26.1 In the event that any of these Terms and Conditions is held to be unenforceable or illegal, in whole or in part, such part shall be deemed not to form part of these Terms and Conditions, but the enforceability of the remainder shall remain unaffected.

26.2 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.

27. AMENDMENT TO THESE TERMS AND CONDITIONS

27.1 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:

- a) Making them clearer and more favourable to you;
- b) Reflecting legitimate increases or reductions in the cost of providing the service to you;
- c) Providing for the introduction of new systems, services, changes in technology and products;
- d) Rectifying any mistakes that may be discovered in due course;
- e) Reflecting a change of applicable law or regulation. Any amendment that is made to reflect a change of applicable law or regulation may take effect immediately or otherwise as the Plan Manager may specify.