



Capital-at-risk



FTSE® Defensive Supertracker Plan

May 2018

www.meteoram.com



IMPORTANT INFORMATION

- Investing in this Plan puts your capital at risk. You may lose some, or all, of your investment.
- 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 require you to 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.
- The following information has not been prepared by the Issuer and the Dealer or any of their respective directors, officers or agents. The Issuer and the Dealer make no representation or warranty, and accept no responsibility or liability, to any party in relation to any such information, whether in whole or in part.

All relevant terms are defined in the Plan Summary on page 1 or the Glossary on page 21.

This Brochure explains the features and risks of the Plan and should be read in conjunction with the Key Information Document (KID) prepared by the Issuer. Please read both documents fully before making an investment decision.



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Plan Summary

| | | | |
|---------------------------------|--|----------------|---------------------------|
| Term | A six year two week investment | | |
| Underlying assets | FTSE 100 Index (the 'Index') | | |
| Issuer | BNP Paribas Issuance B.V., a subsidiary of BNP Paribas | | |
| Counterparty | BNP Paribas ('the Guarantor') | | |
| Repayment of Capital | <p>You will lose money if the Final Level of the Index is below 60% of its Opening Level and the amount of your money that you would lose will be the percentage by which the Final Level of the Index is below its Opening Level. In extreme circumstances you could lose all of your money. If the Final Level of the Index is at least equal to 60% of its Opening Level you will get back the amount you invested.</p> | | |
| Investment return | <p>An investment return will be payable if the Final Level of the Index is above 75% of its Opening Level. In this event, the amount of the gross investment return payable will be 2% of your investment for each percentage point that the Final Level exceeds 75%. For example, 85% is ten percentage points above 75% and would provide an investment return of 20%; 90% is fifteen percentage points above 75% and would provide a 30% investment return, and so on.</p> <p>The maximum investment return is capped at 50%, which would be payable if the Final Level of the Index is at least equal to 100% of its Opening Level i.e. 25 percentage points above 75%. If the Final Level of the Index is above 100% of its Opening Level you will not receive any additional return above the maximum 50% provided by the Plan. If the Final Level is equal to, or lower than, 75% of the Opening Level you will not receive an investment return.</p> | | |
| 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 | <p>Subject to a minimum investment of £5,000, the Plan is available for investment:</p> <ul style="list-style-type: none"> ■ by individual or joint applications ■ as 2017/18 and 2018/19 tax year stocks and shares ISAs ■ as ISA transfers ■ as pension schemes ■ by trustees, companies and partnerships <p>This Plan is available to residents of the United Kingdom only.</p> | | |
| Securities | The Securities purchased will be Certificates issued by BNP Paribas Issuance B.V. and guaranteed by BNP Paribas. 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 BNP Paribas Synergy Limited, which is in turn linked to the performance of the Index. | | |
| ISIN | XS1741910423 | Listing | Luxembourg Stock Exchange |
| Base Prospectus | You can obtain a copy of the Base Prospectus relating to the Securities and any further information about the Plan on request from Meteor or by visiting our website at www.meteoram.com . | | |
| Meteor distribution fee | <p>We will receive a distribution fee of up to 2%. This fee may vary during the product offering period but is correct as at the date of this brochure. We will use our fee to cover the costs of:</p> <ul style="list-style-type: none"> ■ Preparing the Plan literature and information ■ Marketing the Plan ■ Administration of the Plan throughout the term ■ Payments to introducers, where applicable. <p>This fee will not be used to remunerate any adviser.</p> | | |



Key Risks

Access to capital

- In normal market conditions, it is expected that BNP Paribas Arbitrage S.N.C. (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 the money you invested. You will also have to pay an administration charge.

Counterparty risk

- The Issuer will be responsible for the payment to us 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 investment return to which you might otherwise have become entitled.

- The actual and perceived ability of the Issuer and Guarantor to meet their 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 amount you will get back is based on the Index. If the Final Level of the Index is 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.
- Any investment return may be less than the amount you would have received by investing directly in the Index.

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 16 and 17, "Risks."

Key Dates

| | | |
|--|---|---------------|
| Closing date for Plan subscriptions | ISA transfers | 20 April 2018 |
| | 2017/18 ISA subscriptions with cheque or bank transfer | 5 April 2018 |
| | Subscriptions with cheques (including 2018/19 ISA subscriptions) | 30 April 2018 |
| | Subscriptions with bank transfers (including 2018/19 ISA Subscriptions) | 4 May 2018 |
| Start Date | 9 May 2018 | |
| Opening Level | The Closing Level of the Index on | 9 May 2018 |
| Final Measurement Date | 9 May 2024 | |
| Final Level | The Closing Level of the Index on | 9 May 2024 |
| Maturity Date | 23 May 2024 | |



Is the Plan right for me?

It is important to us that investors understand how the Plan works and are satisfied that it will help them to meet their investment objectives. Not all investment products are right for every investor and although we design our plans to help meet the investment objectives of investors with certain investment characteristics, which we call our 'target market', we cannot advise you if this Plan meets your specific requirements and if you fall within our 'target market'. To invest in this plan you must take advice from a financial adviser, who will be able to help you assess your investment objectives and advise you whether the Plan is suitable for you.

It can be difficult to categorise people's knowledge and understanding, but to help us make sure that this Plan could meet your needs we have set out below various attributes of different types of investors:

Basic

- Basic knowledge of relevant financial instruments - a basic investor can make an informed investment decision based on the regulated and authorised documentation or with the help of basic information provided.
- No financial industry experience, i.e. suited to a first time investor.

Informed

- Average knowledge of relevant financial products - an informed investor can make an informed investment decision based on the regulated and authorised documentation, together with knowledge and understanding of the specific factors/risks highlighted within them only.
- Some financial industry experience.

Advanced

- A good knowledge of relevant financial products and transactions.
- Financial industry experience or accompanied by professional investment advice or included in a discretionary portfolio service.

If you have taken advice we will treat you as an 'Informed Investor'.



Is the Plan right for me? - continued

We have set out below the attributes of a typical investor within the target market for this Plan but do require that you speak to a financial adviser, who will be able to help you assess your investment objectives and advise you whether the Plan is suitable for you.

A typical investor who invests in this Plan will:

- Be an Informed Investor, with appropriate knowledge and experience of equity-based investments;
- Understand how equity-based investments work, and may already hold such investments;
- Like investments that provide known returns based on pre-determined market outcomes;
- Want the potential to secure an investment return above that available from a deposit-based investment and accept and acknowledge the Summary Risk Indicator set out in the Key Information Document (KID);
- Be willing and able to tie up their money for the term of the Plan for the objective of capital growth;
- Accept that they would lose money and be able to afford to do so, if the Closing Level of the Index on 9 May 2024 is less than 60% of its Opening Level;
- Understand that in the event of a loss that this loss would be at least 40% of the money they put into the Plan, and could be considerably more, and in extreme circumstances they could lose all of their money;
- Understand that any investment return is dependent on the performance of the Index which is calculated on set dates and accept they might not get any investment return at all;
- Know that the level of the Index can fall but do not expect the fall to be more than 40% of its Opening Level at the Final Measurement Date;
- Appreciate the importance of having a spread of investments to reduce concentration risk;
- Know and accept inflation reduces the real value of money and what it can buy;
- Understand that equity markets are affected by economic and political events nationally and globally;
- Accept that if the Counterparty defaults they could lose all their money and any investment return and that they would not have any recourse to the FSCS.

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 require you consult your financial adviser on whether this investment is appropriate for you.

For further information, refer to the 'Risks' section on pages 16 and 17 of this Brochure.



How the Plan works

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

We will invest your money in Securities issued by BNP Paribas Issuance B.V. and guaranteed by BNP Paribas. These Securities can be viewed in a similar way to a loan to BNP Paribas Issuance B.V., which it undertakes to repay at maturity. In its role as Guarantor for these Securities, BNP Paribas undertakes to make the payments under the Securities if BNP Paribas Issuance B.V. 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 are also dependent on the ability of the Issuer 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 Index. Although neither the Plan nor the Securities track the Index directly, their performance will affect any capital and investment return. You need to understand that this will be impacted by a number of factors.

We have designed the Plan to try to limit the potential for a reduction in your capital should the Index fall. However, risk has not been eliminated and your capital is at risk. Further information on capital at risk products can be found on our website at www.meteoram.com.

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

The amount you lose would be at least 40% of your money and could be significantly more. In extreme circumstances you could lose all of your money. This is explained on page 8, 'Repayment of Capital'.

The trade-off for the possible enhanced return and limiting the possibility of capital loss is that if the Index were to increase by more than the potential investment return, you would not benefit from any 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 normally payable if you had invested directly in the shares of the companies that make up the Index.

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

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.

Below is a list of the type of issues that can affect your investment:

- How well, or badly, the UK economy is performing;
- Global economic conditions and how they impact the UK;
- 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 any investment return payable under the Plan.



Investment return

How the investment return is calculated

Any investment return from the Plan is linked to the performance of the Index.

An investment return will be payable if the Final Level of the Index is above 75% of its Opening Level.

In this event, the amount of the gross investment return payable will be 2% of your investment for each percentage point that the Final Level exceeds 75%. For example, 85% is ten percentage points above 75% and would provide an investment return of 20%; 90% is fifteen percentage points above 75% and would provide a 30% investment return, and so on.

The maximum investment return is capped at 50% which would be payable if the Final Level is at least equal to 100% of its Opening Level, i.e. 25 percentage points above 75%.

If the Final Level of the Index is above 100% of its Opening Level you will not receive any additional return above the maximum 50% provided by the Plan.

If the Final Level is equal to, or lower than, 75% of the Opening Level you will not receive an investment return.

The table below provides examples of possible investment returns based on a range of movements in the Index.

The first two columns use examples which show that no investment return will be payable if the Final Level of the Index is at or below 75% of its Opening Level. The table also demonstrates that an investment return of 50% would be payable if the Final Level was 100% of its Opening Level.

The final three columns provide examples which demonstrate that in the event that the Final Level of the Index is more than 100% of its Opening Level there would be no additional investment return above the 50% maximum.

The table does not give predictions of what we believe you might receive. It is designed to illustrate how the potential investment return is calculated.

| Final Level of the Index relative to its Opening Level | -40% | -25% | -20% | -15% | -5% | Final Level equals Opening Level | +2.5% | +10% | +15% |
|---|------|------|------|------|-----|----------------------------------|--------|------|------|
| Final Level of the Index as proportion of Opening Level | 60% | 75% | 80% | 85% | 95% | 100% | 102.5% | 110% | 115% |
| Percentage points difference from 75% | -15 | 0 | +5 | +10 | +20 | +25 | +27.5 | +35 | +40 |
| Investment return | 0% | 0% | 10% | 20% | 40% | 50% | 50% | 50% | 50% |



Repayment of Capital

How capital return is calculated

The return of your money at the Maturity Date will be based on the performance of the Index and may not be returned in full.

You will lose money if the Final Level of the 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 the Index is below its Opening Level. In extreme circumstances you could lose all the money you invested. 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 level of the Index.

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

If the Final Level of the Index is at least equal to 60% of its Opening Level, you will receive a full return of the money you invested.

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

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

Return of your money based on the % by which the Final Level of the Index is below its Opening Level

| Index movement | Repayment of capital on example amounts invested | | | | |
|----------------|--|---------|---------|---------|---------|
| | £10,000 | £15,000 | £20,000 | £25,000 | £50,000 |
| -10% | £10,000 | £15,000 | £20,000 | £25,000 | £50,000 |
| -20% | £10,000 | £15,000 | £20,000 | £25,000 | £50,000 |
| -30% | £10,000 | £15,000 | £20,000 | £25,000 | £50,000 |
| -40% | £10,000 | £15,000 | £20,000 | £25,000 | £50,000 |
| -50% | £5,000 | £7,500 | £10,000 | £12,500 | £25,000 |
| -60% | £4,000 | £6,000 | £8,000 | £10,000 | £20,000 |
| -70% | £3,000 | £4,500 | £6,000 | £7,500 | £15,000 |
| -80% | £2,000 | £3,000 | £4,000 | £5,000 | £10,000 |
| -100% | £0 | £0 | £0 | £0 | £0 |



The Index

There are many indices established by different organisations, all of which are designed to convey to the world how various markets are performing. The returns under this Plan are dependent on the FTSE 100 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 FTSE 100 Index is based on market capitalisation and is a capital value only Index, i.e., it does not make any allowance for the reinvestment of dividends.

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

The graph shows the movements the Index since January 1984, the earliest date where data for the Index 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 7000. If the Index maintained this level at the Start Date, the Final Level of the Index would need to be lower than 4200 to trigger a capital loss at maturity.

At the Start Date, the level of the Index will have changed and could be higher or lower and, consequently, the level at which capital loss would be triggered will also change. We will inform you of the Opening Level of the Index and the level to which the Index 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

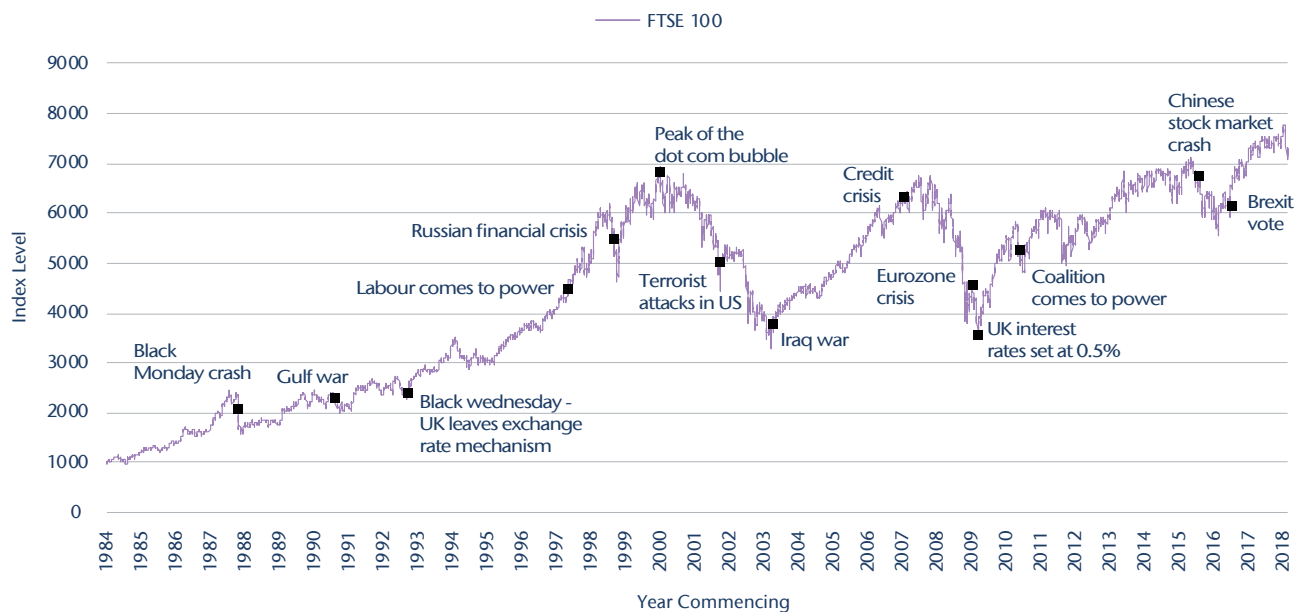
A number of events relating to the Index, such as market disruption events, disruption, modification or cancellation of any relevant Index, or change in laws or regulations, give the Calculation Agent, at its sole and absolute discretion, the right to determine whether any adjustment to the Terms and 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 Index - continued

FTSE 100 Index



Source: Meteor Research Department/Bloomberg, 20 March 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.



Selection of a counterparty

When selecting a counterparty one of the factors you may wish to take into account is its issuer credit ratings. These are the opinions of a range of credit rating agencies regarding the security of a counterparty.

A high rating from one or more of the credit rating agencies is not a guarantee that a counterparty will meet its obligation to pay the amount due from the securities.

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.

Each rating agency describes and names its ratings in a different way. 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.

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

About BNP Paribas

BNP Paribas (www.bnpparibas.com) has a presence in nearly 80 countries with 190,000 employees, including 145,000 in Europe. It ranks highly in its three core activities: Retail Banking, Investment Solutions and Corporate & Institutional Banking.

In Europe, the Group has four domestic markets (Belgium, France, Italy and Luxembourg) and BNP Paribas Personal Finance is a leader in consumer lending.

BNP Paribas is rolling out its integrated retail banking model across Mediterranean basin countries, in Turkey, in Eastern Europe and a large network in the western part of the United States. In its Corporate & Institutional Banking and

Investment Solutions activities, BNP Paribas also enjoys top positions in Europe, a strong presence in the Americas and solid and fast-growing businesses in Asia-Pacific.

Neither BNP Paribas Issuance B.V. nor BNP Paribas has prepared this document and therefore accepts no responsibility for its contents, nor any liability for any losses in connection with the information contained herein. The Plan Manager has prepared this document and accepts responsibility for its content.

Source: BNP Paribas, 8 March 2017

Relevant Issuer credit ratings and outlooks for BNP Paribas

| Agency | Rating | Date rating effective | Outlook | Date outlook effective |
|-------------------|--------|-----------------------|---------|------------------------|
| Fitch | A+ | 15/12/2011 | Stable | 15/12/2011 |
| Moody's | Aa3 | 27/09/2017 | Stable | 27/09/2017 |
| Standard & Poor's | A | 11/03/2016 | Stable | 11/03/2016 |

Source: BNP Paribas and Bloomberg, 19 March 2018

The credit rating of BNP Paribas is subject to change during both the offer period and the investment term. Any information on credit ratings of the Counterparty provided in this Brochure is correct at the time of publication. The credit ratings assigned to the Counterparty can change at any time without notice.



About Meteor

As one of the largest structured product providers in the UK, we have consistently provided investors with compelling opportunities to achieve their financial goals over the last decade. As well as offering a standard range of structured products to the wider public, we also offer a bespoke arrangement service to satisfy individual client needs.

The professional relationships cultivated by our team are vital to the Company's success and have positioned us at the forefront of both institutional and individual investors' minds for the research, sourcing and construction of effective investment strategies. Our solutions embrace all major currencies and asset classes, including equities, commodities, real estate and alternative asset classes.

To us, treating customers fairly is more than just an FCA Principle; it is part of the sound foundation on which the business is built. We don't just believe in building a business relationship, we believe in building your trust.

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

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.

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 or deposit that is suitable for you.

For more information visit our website at www.meteoram.com



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.

Taxation

The information contained in this Brochure is based on our understanding of rates of tax, current legislation, regulations and practice. Please note that these are likely to change in the future and that changes could be backdated.

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 they could change at any time and could also be backdated.

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.



Keeping you Informed

In an increasingly electronic age we know that most investors are happy to receive online communications. Equally, we understand that some people still prefer paper format, and we are happy to communicate with our investors in whichever format best suits their requirements.

Where you open an account online you will receive an initial acknowledgement and an initial transaction statement from us by post. Thereafter, for the rest of the Plan term we will send all regular communications to you by email. To enable us to do this, we will need an up to date personal email address. If you would like us to use someone else's email address to communicate with you, for example a spouse or other family member, we will need you to sign to that effect on the Application Form. This is so that we are sure that you can receive the information we will send you - and for this reason it's important that you let us know if you change email address.

We will provide you with a username and password when your account is set up and you can change the password after you first log in. 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.

Alternatively, if you want us to send regular communications in the post we will do so and there will be an initial charge of 0.25% for this service.

After you've invested you will receive:

- An acknowledgement of your application, a summary of your investment and a notice of cancellation, within 5 Business Days;
- Details of your investment, shortly after the Start Date;
- Half yearly statements, as at 5 April and 5 October;
- Any other important information about your Plan;
- Notification of impending maturity.

If you have selected online communications, you will be able to access details of your investment at any time, by logging onto the client section of our website at www.meteoram.com using your individual username and password. This online access also allows you to:

- Read your regular valuation statements;
- Review all transactions;
- Check current values and historic valuations;
- Receive product alert notifications;
- Look up product literature;
- See details of previous plans.

If you want to change the way we communicate with you, we will need a letter signed by all account holders. Please note that there could be a charge of up to 0.25% of your original investment if you change to paper-based communications.





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 ongoing 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, or later request |
| Sale or transfer prior to maturity | | | |
| Encashment of Plan | £150 | y | On encashment |
| ISA transfer to another ISA manager | £150 | y | On transfer |
| Other potential Services and Charges | | | |
| CHAPS payment (including after maturity) | £35 | y | On payment |
| Unpaid cheque | £40 | y | On debit from our account |
| Copy of taped call | £40 | y | On request only |
| Stamp duty reserve tax or other financial transaction tax | As chargeable | | |
| Re-registration to new owner | £40 | y | 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 only put a portion of the money you have available for investment into any one product or plan, to avoid over exposure to a counterparty or plan type.

Inflation risk

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

Investment risks

- Should the Index increase by more than the returns provided by the Plan, you would not receive the benefit of any additional investment return above that provided by the Plan.
- 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 will be Certificates linked to Preference Shares issued by BNP Paribas Synergy Limited. There is a risk that events occurring in relation to the Preference Shares may affect the value of the Securities, or trigger early redemption of the Securities, which therefore may affect returns under the Plan.

- The value of the Securities that back your Plan may vary significantly throughout the life of the investment. Whether you decide to sell a Security at its prevailing value during its life, or whether you wait until maturity, you could receive back significantly less than you invested.
- The value of the Securities that back your Plan will be initially impacted by any charges or costs that were built into it. Subsequently, factors such as, but not limited to, movements in interest rates, the performance of the Index, and the creditworthiness of the Counterparty will all affect the price of a security.
- The Opening Level of the Index applies on the Start Date of the Plan and not the date on which you apply for the Securities. This level may vary significantly between these dates.
- When the Plan matures you might not be able to reinvest the proceeds to achieve the same, or similar, level of investment return.

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 6 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 9), 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 Index or may produce no investment 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 those changes could be backdated.
- You should note that the levels and bases of taxation could change in the future and these changes may be backdated.
- You should carefully review and consider the investment in light of your personal circumstances and also consider whether you should consult your own tax adviser.
- Re-registration of this investment to a new holder may alter the tax implications indicated on page 13.





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 not provide financial advice and require that you take advice from 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 we receive your request to cancel 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 and ask for your instructions.

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.financial-ombudsman.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.
- 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.

What happens when the Plan matures?

- 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.
-

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 re-registering the Plan to a new owner so that it can be held until maturity.
 - Where a plan is held jointly by two or more holders, the investment will be the joint property of all the holders and, following proof of death of the relevant holder, all instructions must be authorised by all the remaining joint holders.
 - If 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. 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.
-

Investing

- Please note that we will not be able to accept an application from you unless you have received financial advice.
- Before you decide to invest it is important that you understand the nature of the investment.
- The minimum you can invest is £5,000.
- You can place an order for a plan either online or by completing and submitting a paper-based application form.
- Please complete the Application Form fully, as we need all relevant information to proceed with your investment. We will retain the information you provide to set up and administer your investment and will do so in accordance with the strict requirements of data protection legislation.
- If you are a SSAS, trust, charity or other legal entity, please add your Legal Entity Identifier.
- 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 (see page 18). Please note that if we make a payment to your advisor on your behalf it will reduce the amount you invest.
- 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 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 right for you. Please note that we will not be able to accept an application for this plan unless you have received financial advice.

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

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 2018/19 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 19 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.



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 Notes Warrant and Certificate programme dated 7 June 2017 (as updated from time to time).

Brochure – this document, including the Terms and Conditions.

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

Calculation Agent of the Securities – BNP Paribas Arbitrage S.N.C.

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 Level – the official closing levels of the Index.

Counterparty – BNP Paribas.

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

Final Level – the Closing Level of the Index on 9 May 2024.

Final Measurement Date (Final Level) – 9 May 2024.

Financial Conduct Authority – the FCA.

Financial Services Compensation Scheme – the FSCS.

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

Guarantor – BNP Paribas.

HMRC – Her Majesty's Revenue and Customs.

Issuer – BNP Paribas Issuance B.V.

Key Information Document (KID) – prepared by the Issuer of the Securities.

Maturity Date – 23 May 2024.

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

Nominees – Meteor Nominees Limited, a totally owned nontrading subsidiary of Meteor Investment Management Limited.

Opening Level – the Closing Level of the Index on the Start Date of the Plan.

Plan – the stocks and shares 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 these Terms and Conditions, the Rules will apply.

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

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.

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 – 9 May 2018.

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.

Summary Risk Indicator – a measure of the risk in the Plan.

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.
- b. Except where otherwise notified to you in writing, the Plan Manager shall treat you as a retail client for the purposes of the Rules to provide the highest level of regulatory protection.
- c. Clients who could fall outside of this categorisation are other regulated entities, such as insurance companies, investment firms, large occupational pension schemes, listed companies and local or public authorities. Such entities could be categorised as either professional clients or eligible counterparties.
- d. Investors whom the Plan Manager categorises as professional clients or eligible counterparties have the right to request a different categorisation to give a higher degree of protection.

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, 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.
- f. The Plan Manager will act as principal in all transactions for Plan holders with the Counterparty.
- g. When you invest in the Plan the relevant principal or nominal amount of Securities will be allocated to you by the Plan Manager and will be held by the Plan Manager or its nominee as your agent and you will be the beneficial owner of those Securities allocated to you.
- h. The Plan Manager may combine your order with orders of other clients when processing them. If this results in the Plan Manager concluding a number of transactions at different prices, all clients involved in the transactions will pay or receive the same average price. This could result in a less favourable price than if your transaction was carried out separately. The Plan Manager takes all reasonable steps to obtain the best possible result for its customers. The Plan Manager takes into account many factors, such as price, costs, speed, likelihood of execution and settlement size, in addition to other considerations relevant to the execution of the order, e.g. market impact. However, due to the nature of the Plan, the purchase and sale of Securities will usually be with the Issuer and Guarantor.
- i. 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.
- j. In the case of some Securities, the Plan Manager is required to buy and sell Securities in specific lot sizes or subject to minimum trade volumes. This can mean that, 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 money will be retained in your Account pending your further instruction on an alternative Meteor investment, return of your money or ISA transfer.
- l. 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 money 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.
- b. Our aim is to manage any such conflicts that do arise and ensure that all customers are treated fairly.



Terms and Conditions - continued

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

- a. 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 money 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 as at the date of this brochure will be up to 2% as shown in the accompanying Key Information Document. These may change during the offer period but 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 money).
This must be confirmed to you at the time you agree to invest in the Plan. You are responsible for checking that the amount shown is correct. The Plan Manager will not be responsible for recovering any overpayment from, or making up any underpayment to, your financial adviser if the amount shown on the confirmation is not the amount you have agreed with your financial adviser.
- c. A current fee of £150 plus VAT will apply if you surrender or partially surrender your Plan.
- d. If your Plan is a 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 15 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.



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- 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 15 before payment to the new ISA manager.
- c. 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 15 will apply.
- e. If your plan is a stocks and shares ISA and you die leaving a surviving spouse or civil partner, we will provide your personal representatives with details of the eligibility of your surviving spouse or civil partner to make any additional ISA subscriptions, as described on page 21.

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 any return from the Plan is linked;
- The exchanges on which any underlying share, to which any return 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 any return from the Plan is linked failing to open for trading or closing early; or
- The level of any underlying index or share, to which any return 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



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any share and/or index, to which any return 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 anti-money laundering regulations and will probably have asked you for sight of various documents in order to fulfil this requirement. The Plan Manager is able to accept the verification provided by your adviser but does reserve the right to request additional information and/or documentation to satisfy its own anti-money laundering procedures.
- b. The Plan Manager will carry out electronic checks on your identity before the Plan Manager can accept an application from you or prior to selling Securities on your behalf. This is so that the Plan Manager can be sure that 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

- a. 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.
- b. 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

- a. You may complain to the Compliance Officer of the Plan Manager about any aspect of your dealings with the Plan Manager, at the address shown within the Plan Brochure.
- b. If you ask the Plan Manager to, the Plan Manager will send you written details of how the Plan Manager will deal with your complaint.
- c. If you are not satisfied with the way the Plan Manager has dealt with your complaint you can complain, 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.



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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.

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

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

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