

Annual Growth Plan Issue 38 (Kick-out)



Six year term

Potential for early maturity
(kick-out) from year two
and annually thereafter

Potential return dependent
on the performance of the
FTSE 100 Index

Capital is at risk if the
Index is below 50% of its
Initial Index Level on the
Investment End Date

Counterparty is
Goldman Sachs
International

Offer Closes
26 February 2016



Walker Crips' predecessors first bought and sold shares for clients on the London Stock Exchange in 1914. Through acquisitions, the company can now trace its roots as far back as the 18th century, making it one of the City of London's oldest independent companies.

Today, Walker Crips Group plc is a fully listed UK public company specialising in Fund Management, Wealth Management, Stockbroking and Structured Investments.

Walker Crips Structured Investments is a specialist division providing financial advisers, financial institutions and other professional intermediaries with carefully-considered investment opportunities. We do not ourselves give investment advice, instead we focus on the design and administration of our structured investment plans.

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Before investing, it is important that you read this brochure and the Terms and Conditions included.

You should consider the risks carefully and consult your financial adviser to ensure this investment is suitable for you and your financial situation.

We can only accept applications on the basis that either a recommendation has been provided by a financial adviser or alternatively, if you have not received financial advice and are investing on an execution only basis, a financial adviser has confirmed that you have the necessary knowledge and experience to understand the risks of this Plan.

Walker Crips Structured Investments does not offer investment advice or make any recommendations regarding investments and the information in this brochure does not constitute tax, legal or investment advice.

For more information on Walker Crips, you can contact Walker Crips Structured Investments on 020 3100 8880 or email wcsi@wcgplc.co.uk.

At a glance

Product type	Growth Kick-out
Potential capital growth	9% per annum
Underlying Index	FTSE 100 Index
Potential early maturity	The full Investment Term is six years. However, the Plan has the potential to mature early (kick-out) and return your initial investment plus a defined capital growth amount from the second anniversary and annually thereafter.
Risk to your Capital	You will receive back significantly less than you initially invested if the Closing Level of the FTSE 100 Index is below 50% of its Initial Index Level on the Investment End Date.
Counterparty risk	The Counterparty for this Plan is Goldman Sachs International. If Goldman Sachs International were to fail, e.g. become insolvent, you could lose some or all of your investment and any return that may be due, irrespective of the performance of the underlying Index.
Investment options	Direct investment (individual and joint investment) Stocks & Shares ISA investment ISA transfers SIPP (Self Invested Personal Pension) SSAS (Small Self-Administered Scheme) Trust, corporate and charity investment
Minimum investment	£10,000
Tax treatment	The returns received on direct investments are likely to be subject to Capital Gains Tax.

This Plan may not be offered or sold within the United States or to, or for the account or benefit of a US resident or US Persons (as defined by the Securities Act 1933). Any marketing or distribution to US residents or US Persons is strictly forbidden under the terms and conditions of this Plan and the underlying Securities of the Plan. Neither this document, nor any copy of it, may be taken or transmitted into the United States or to a US Person.

Key dates

Investment Term	Up to six years
Offer closes	26 February 2016 (The offer period may close early if the Plan is fully subscribed)
ISA transfer deadline	5 February 2016 (Stocks & Shares ISA transfer) 12 February 2016 (Cash ISA transfer)
Investment Start Date	4 March 2016
Anniversary Dates	5 March 2018 4 March 2019 4 March 2020 4 March 2021
Investment End Date	4 March 2022
Initial Index Level	The Closing Level of the FTSE 100 Index on the Investment Start Date.
Final Index Level	The Closing Level of the FTSE 100 Index on the Investment End Date.

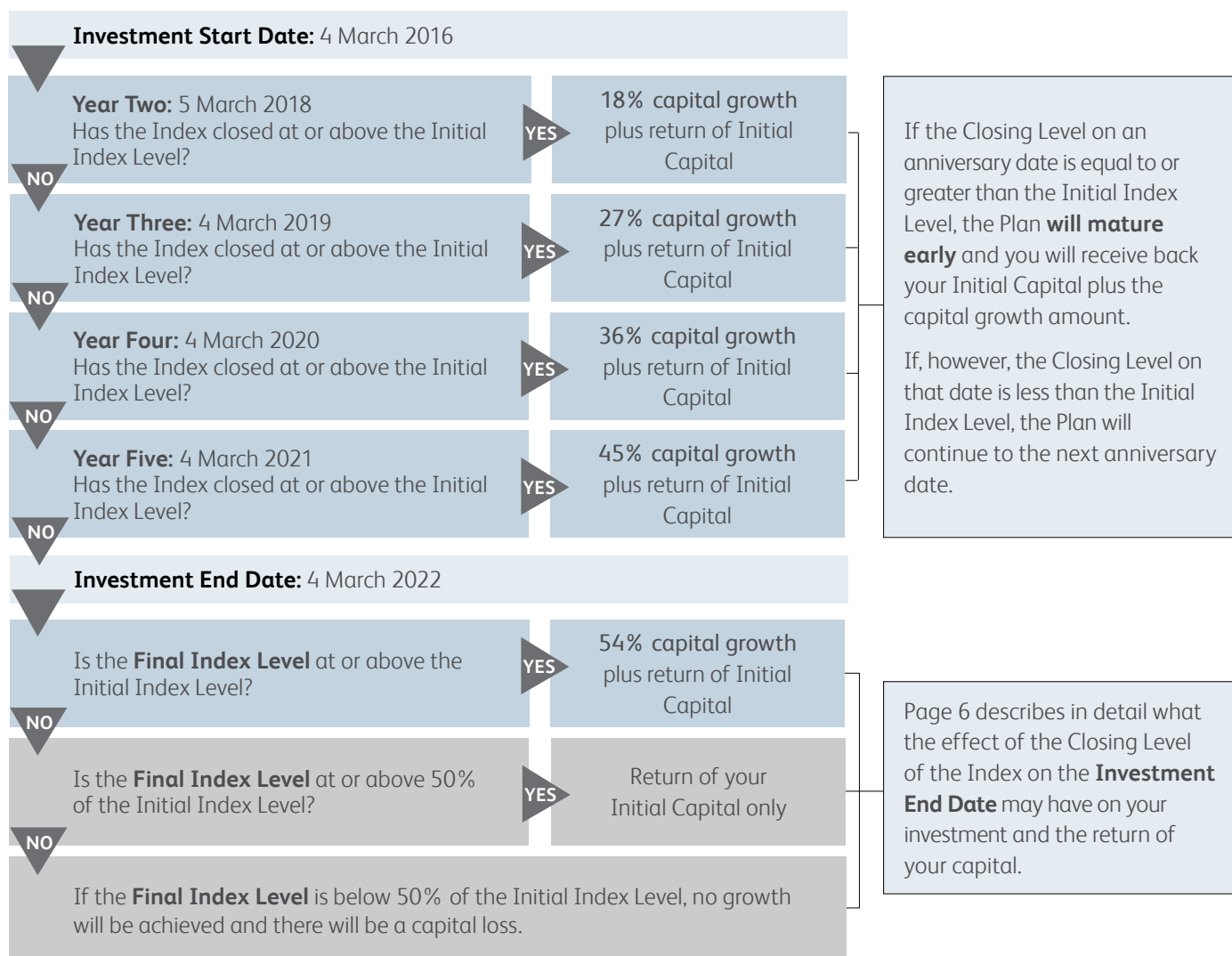
If the Closing Level of the Index is not published by the Index Sponsor on either the Investment Start Date, an anniversary date, or the Investment End Date, the next Scheduled Trading Day will be used to determine the Closing Level of the Index.

Potential capital growth

When you invest in the Annual Growth Plan, the return of your initial investment and any potential capital growth is dependent on the performance of the FTSE 100 Index.

If, on an anniversary date, the FTSE 100 Index closes at the same level or higher than the Initial Index Level, your investment will mature early and you will receive a fixed capital growth payment of 9% for each year that has elapsed.

Where the Plan has not matured early and runs to the full six year term, the return of your Initial Capital, and any potential capital growth, will depend on the Closing Level of the FTSE 100 Index on the Investment End Date.



The risk to your capital

Where the Plan has not matured early and runs to the full six year term, the return of your Initial Capital and any potential capital growth will depend on the performance of the FTSE 100 Index between its Initial Index Level and its Final Index Level.

There are three possible scenarios on the Investment End Date:

If the Final Index Level is **at or above** the Initial Index Level you will receive 100% of your Initial Capital plus capital growth of 54%.

If the Final Index Level is **below** the Initial Index Level, **but at or above 50%** of the Initial Index Level, you will receive 100% of your Initial Capital but no capital growth.

If the Final Index Level is **below 50%** of the Initial Index Level your Initial Capital will be reduced by 1% for every 1% the Final Index Level is below the Initial Index Level.

The table below illustrates how the return of your Initial Capital and capital growth will be affected by the Final Index Level on 4 March 2022.

Where is the Final Index Level in relation to the Initial Index Level? %	Capital growth %	Capital return %	Capital reduction %
+20	54	100	0
+10	54	100	0
No change	54	100	0
-10	0	100	0
-25	0	100	0
-50	0	100	0
-51	0	49	51
-55	0	45	55
-75	0	25	75

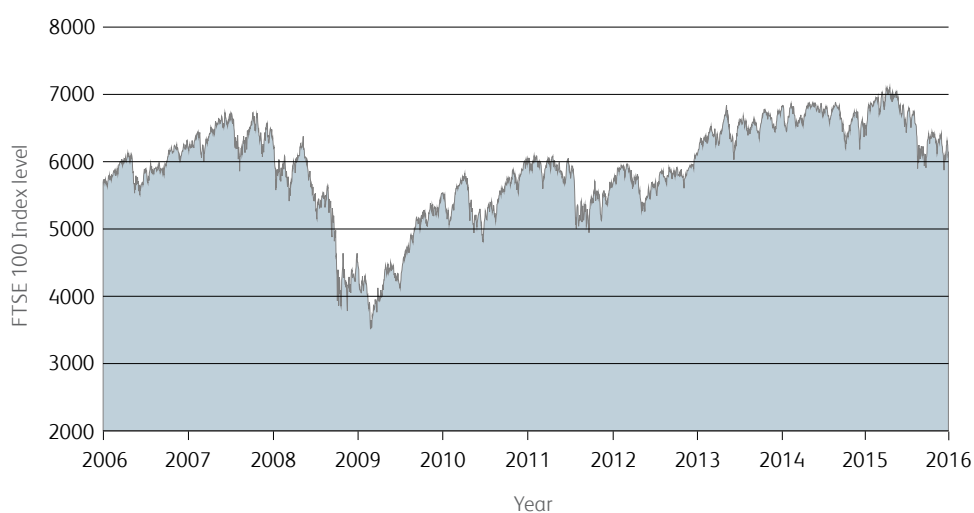
Irrespective of the performance of the FTSE 100 Index, your investment and the potential returns from the investment are at risk if the Counterparty, Goldman Sachs International, were to fail (e.g. become insolvent).

The FTSE 100 Index

Your money is not invested directly into the FTSE 100 Index. However, as the return of your investment is dependent on the performance of the Index, it is important to understand what it is and how it could affect your money.

The FTSE 100 Index is a share index which represents the performance of the UK's 100 largest companies listed on the London Stock Exchange. The Index includes many household names such as GlaxoSmithKline, HSBC and Vodafone. It is a price index which means that it is based solely on share prices and does not take into account returns from dividends.

The graph below shows the FTSE 100 Index performance over the past ten years.



Source: Bloomberg

Based on an example, if the Initial Index Level for the FTSE 100 Index was 6200, the kick-out level required on each relevant anniversary date would therefore be 6200.

Capital would be at risk if the FTSE 100 Index closed below 3100 (50% of the Initial Index Level) on the Investment End Date.

The Index can fall as well as rise and past performance is not a reliable indicator of future performance. The Plan is subject to a maximum potential capital growth and therefore the return you receive could be lower than if you invested directly in the shares of the companies which comprise the FTSE 100 Index. Additionally, you will not receive dividend income from those companies.

Market Scenarios

The risk to your Capital and any potential return you may receive from the Plan is dependent upon the level of the FTSE 100 Index on the relevant anniversary dates during the term of the Plan, and on the Investment End Date.

It is impossible to accurately predict how any stock market index will perform in the future. However, it is important to carefully consider the likelihood of a potential loss to your Capital and the potential of receiving a return under different market conditions.

The following hypothetical examples are provided to demonstrate how you might expect the Plan to perform in different future market scenarios.

Positive Market Scenario

The UK stock market performs well and the FTSE 100 Index generally exhibits a positive trend over the Investment Term.

In a positive market scenario, it is **very likely** that the FTSE 100 Index will be at or above its Initial Index Level on an anniversary date and that the Plan will mature early (kick-out). If the Plan matures early, the Plan will close and you will receive back your Initial Capital plus the capital growth amount indicated for that particular anniversary date.

Where the Plan matures early you will not have the option to continue with your investment in the Plan.

In a positive market scenario, as it is very likely that the Plan will mature early and will not continue to the full six year Investment Term, it is **very unlikely** that you will receive the maximum return on the Investment End Date. Equally, it is therefore **very unlikely** that maturity of the Plan will result in a capital loss.

Likelihood of outcomes in a Positive Market Scenario	Plan matures early (kicks-out)	Returns maximum growth at maturity	Capital loss at maturity
	Very likely	Very unlikely	Very unlikely

Negative Market Scenario

The UK stock market performs poorly and the FTSE 100 Index generally exhibits a negative trend over the Investment Term.

As the FTSE 100 Index is expected to fall in a negative market scenario, it is **unlikely** that the Index will be at or above its Initial Index Level on an anniversary date. It is therefore **unlikely** that the Plan will mature early (kick-out) and that you will receive any capital growth.

In this scenario it is **likely** that the Plan will continue to the full six year Investment Term and mature on the Investment End Date resulting in either, the return of your initial investment only, or in a worst case scenario a capital loss.

Likelihood of outcomes in a Negative Market Scenario	Plan matures early (kicks-out)	Returns maximum growth at maturity	Capital loss at maturity
	Unlikely	Very unlikely	Likely

Neutral Market Scenario

The UK stock market fluctuates, and the FTSE 100 Index may exhibit aspects of both positive and negative trends at different periods over the Investment Term.

In a neutral market scenario the likelihood of a particular outcome occurring is balanced in comparison to a positive or negative scenario. With varying degrees of fluctuation in the FTSE 100 Index and no distinct trend, you should expect the Index to perform positively or negatively at different periods throughout the Investment Term.

In this scenario it is **more than likely** that the FTSE 100 Index will be at or above its Initial Index Level on an anniversary date and that the Plan will mature early (kick-out).

As it is **more than likely** that the Plan will mature early, and will not continue to the full six year Investment Term, it is **very unlikely** that you will receive the maximum return on the Investment End Date.

In this scenario it is **unlikely** that the Plan will mature on the Investment End Date resulting in a capital loss.

Likelihood of outcomes in a Neutral Market Scenario	Plan matures early (kicks-out)	Returns maximum growth at maturity	Capital loss at maturity
	More than likely	Very unlikely	Unlikely

You are most likely to receive a return from this Plan in a positive market scenario where the UK stock market performs well and the FTSE 100 Index activates an early maturity (kick-out). This Plan is therefore most suited to an investor with a positive view of the potential performance of the FTSE 100 Index over the Investment Term.

In contrast, it is very unlikely you will receive a return from the Plan if the UK stock market performs poorly and the FTSE 100 Index falls in value. You could lose a significant amount of the Capital you invested if the Index falls below 50% of its Initial Index Level on the Investment End Date.

Different investment products may be suitable for different views of future market conditions and you should consider this Plan in the context of your overall investment portfolio.

The examples provided are for illustrative purposes only and do not represent actual investment performance nor constitute a forecast of any particular outcome occurring.

Counterparty risk

The Annual Growth Plan is a structured investment plan provided and administered by Walker Crips. The investments underlying the Plan are securities provided by Goldman Sachs.

An investment in the Plan is an agreement with the Plan Manager, Walker Crips Structured Investments, to purchase on your behalf, securities which are specifically structured to match the investment features described in this brochure, and to hold and administer those securities until the Plan matures.

The type of securities that will be issued for this Plan are called medium term notes, similar to a corporate bond or other debt security. This is effectively a type of loan to Goldman Sachs, which in return, entitles you to the potential returns stated in this Plan.

The securities will be issued by Goldman, Sachs & Co. Wertpapier GmbH (GSW). The payment obligations of GSW are guaranteed by Goldman Sachs International, the Counterparty for this Plan. This means that should the Issuer, GSW, fail or be unable to make payments due under the terms of the securities, Goldman Sachs International will meet the payment obligations on behalf of GSW.

As the payment obligations of the Issuer are guaranteed by Goldman Sachs International, the return of your Capital and any potential capital growth payments due to you, are therefore subject to the continued solvency of Goldman Sachs International.

In the event of the failure or insolvency of Goldman Sachs International, you could lose all or part of your investment and any potential capital growth, regardless of the performance of the underlying Index.

Goldman Sachs International has been rated 'A' by Standard & Poor's, as at the time of publication.

Standard & Poor's is an independent credit rating agency that uses a scale to denote creditworthiness ranging from 'AAA' (highest) to 'D' (lowest). Issuers within the 'A' rating band are described by Standard & Poor's as having strong capacity to meet their financial commitments but are more susceptible to the adverse effects of changes in circumstances and economic conditions than those issuers rated 'AAA' or 'AA'.

Standard & Poor's has recently placed Goldman Sachs International on CreditWatch 'positive'.

An institution placed on CreditWatch highlights the potential direction of a rating due to identifiable events and short-term trends. The 'positive' designation means that a rating may be raised, however, does not mean a rating change is inevitable.

For more information on credit ratings or other methods of assessing the strength of an issuer, please consult your financial adviser.



Is this plan suited to my investment needs?

Due to the risks involved in investing in the Annual Growth Plan, you should consult a financial adviser to determine whether the Plan is suitable for your individual situation. This brochure does not constitute investment advice.

The Plan MAY be suitable for you if:

- You understand the nature of the Plan, how returns are calculated and the risks involved with investing.
- You understand that the Plan is a Structured Capital at Risk Product (SCARP) and you are able to withstand the loss of some or all of your Capital.
- You are prepared to accept the Counterparty risk of Goldman Sachs International.
- You understand the Investment Term and you will not need access to your Capital for six years. You have other readily accessible funds available to meet your immediate financial needs and for emergencies.
- You understand the Investment Term and accept the possibility that the Plan may mature early if certain conditions are met.
- You are looking for potential growth from your Capital but do not expect a minimum return.
- You do not require an income from your Capital.
- You understand that you may not receive any return at all.
- You understand your potential returns are dependent on stock market performance.
- You understand that the Plan is subject to a maximum potential return, and therefore you may receive a lower return than you would have received had you invested directly in the shares of the companies which comprise the FTSE 100 Index.
- You have a positive view of the FTSE 100 Index performance over the next six years.
- You have a minimum of £10,000 to invest.

The Plan MAY NOT be suitable for you if:

- You are unsure how the Plan works.
- You cannot afford to put your Capital at risk, or are uncomfortable in putting your Capital at risk.
- You are not prepared to accept the Counterparty risk of Goldman Sachs International.
- You do not have other readily accessible funds available to meet your immediate financial needs and for emergencies.
- You are unable to commit to investing your Capital for the six year term.
- You would like to receive income from your Capital over the next six years.
- You would like to add to your investment from time to time or at regular intervals over the Investment Term.
- You do not want your potential returns to be dependent on stock market performance.
- You do not have a positive view of the FTSE 100 Index performance over the next six years.

Important points and risks

Your Capital is at risk and you could lose some or all of your investment. You should seek financial advice to ensure you understand the following risks and to determine the suitability of this investment for you.

Counterparty Risk

- In the event that Goldman Sachs International fails or becomes insolvent you could lose some or all of your Initial Capital.
- As with all similar structured investments, in the event of Counterparty failure you will not have recourse to the Financial Services Compensation Scheme (FSCS). It is you, the investor, who faces these risks rather than the Plan Manager, Walker Crips Structured Investments.

Market Risk

- The Plan is designed to provide you with the potential for a fixed level of return, which is dependent on the performance of the FTSE 100 Index. In order to achieve this level of return, your Capital will be put at risk. If the Final Index Level is below 50% of its Initial Index Level, you will lose some of your investment.
- The Plan is subject to a maximum growth potential. The Plan does not invest directly in the shares of any of the FTSE 100 Index companies and you will not therefore receive dividend income from those companies. As such, the returns could be lower than if you invested directly in the shares of the companies of the underlying Index.
- The Plan is not the same as a deposit account. A deposit account is considered a relatively safe way to invest and normally allows you ready access to your Capital. The Annual Growth Plan gives you the potential to benefit from a defined return dependent on the performance of the FTSE 100 Index; however, your total return could be lower than you would have received in a deposit account.

Inflation Risk

- Your investment is not adjusted for inflation, therefore, where inflation is high over the Investment Term, the real value of your investment may be reduced.

Liquidity Risk

- As with all similar structured products, the Plan is not designed to be bought and sold on a secondary market but is intended to be held by the purchaser until the Plan matures. Whilst a secondary market exists, it is not guaranteed. Liquidity may therefore be limited and the ability to trade on a secondary market should not be relied upon when choosing to invest in the Plan.
- You should only invest in the Plan if you do not need access to your Capital for the full six year Investment Term. Early withdrawal may result in capital loss.



How to invest

There are a number of ways you can invest in the Plan, some of the options may be more tax-efficient for you with careful planning.

Direct investment (individual or joint names)

It is Walker Crips' understanding that the returns you may receive on any direct investment in this Plan are subject to Capital Gains Tax under present legislation. This means that you may be able to use your annual Capital Gains Tax exemption to reduce or eliminate the tax charge on any returns from this Plan. You should be mindful where you may have realised other investment gains, as the exemption applies to all of your taxable gains over the whole tax year.

Pension investment

If you invest via a SIPP (Self Invested Personal Pension) or SSAS (Small Self Administered Scheme), investment returns within your pension are likely to be free of Income Tax and Capital Gains Tax. Before you invest, you should ensure that the terms of your scheme permit an investment of this type.

2015/16 Stocks & Shares ISA investment

You can use your ISA allowance to invest from £10,000 to £15,240 for the 2015/16 tax year, provided that you have not already opened a Stocks & Shares ISA for the period 6 April 2015 to 5 April 2016.

ISA transfer

You can transfer an existing Stocks & Shares ISA or Cash ISA, provided the total value of ISA transfers is at least £10,000. This will not affect your annual Stocks & Shares ISA allowance. The Plan is only available for Stocks & Shares ISA subscription and any Cash ISAs transferred will lose their Cash ISA status and will form part of your accumulated Stocks & Shares ISA. There is no maximum limit for ISA transfers.

Other arrangements

The Plan is also eligible for most trust, corporate and charity investment. Before you invest, you should ensure that the terms or deeds under which the trust, company or charity was established allow investments of this type.

All information on taxation in this brochure is based on Walker Crips' understanding of UK tax legislation at the time of writing. Tax rules are subject to change and the value of tax reliefs will depend on your individual circumstances. Please note that Walker Crips does not provide tax advice and you should consult your financial adviser or tax adviser for further details of your individual tax position.

For your own benefit and protection you should read the brochure and all of the Terms and Conditions of the Annual Growth Plan before completing the Application Form. If you do not understand any point, please ask your financial adviser for further information.

Frequently asked questions

Who is eligible to invest?

Anyone aged 18 or over who is resident and ordinarily resident in the UK for tax purposes may invest in the Plan. There is no upper age limit. Direct investments may be in joint names. The Plan is also available for UK trustees (including trustees of pension schemes), UK corporates and UK charities, where the entity permits investments of this type.

How can I see a copy of the prospectus?

In addition to this brochure, further information is available in the Prospectus which contains the full information and contractual terms for the securities. If you, or your adviser, would like to review the Prospectus before investing, an electronic copy is available on request from Walker Crips Structured Investments.

How will I be kept informed of the progress of my investment?

When your application and payment are received, we will write to you with details of your Plan. We will send you statements twice a year until the Plan matures so that you can keep track of your investment. You can also call Walker Crips Structured Investments to obtain a valuation on 020 3100 8880 and prices will be published on our website at www.wcgpplc.co.uk/wcsi.

Can I change my mind?

Yes. When your Application Form is received, we will send you a cancellation notice. You will have 14 days from the date you receive this notice to return it. If this is before the Investment Start Date then you will receive your initial investment back in full. If we receive your cancellation notice after the Investment Start Date, then we will sell your holding and return the proceeds to you. In this situation you may get back less than you invested.

Can I transfer my investments?

It may be possible to transfer your Investments to another plan manager. Should you wish to request a transfer you should ensure that the plan manager accepts transfers of this type. There will be a transfer charge (see page 15) and you may also be charged by the new plan manager.

Can I withdraw my money?

If your circumstances change and you need access to your money prior to the maturity of your Plan, you can encash all or part of your investment early. However, you should be aware that early encashment may result in a loss of Capital. If you need to encash all or part of your Plan before the Maturity Date, we must receive your clear instruction in writing. We are unable to accept an instruction to encash less than £500 from your investment. An administrative charge of £90 will be deducted for each early encashment instruction processed.

In order to withdraw all or part of your investment, we will need to sell the underlying securities of the Plan (or a proportion thereof), which are held by us on your behalf. The amount you will receive back will be determined by the market value of these underlying securities. During the Investment Term the value of the underlying securities may go up or down. Different factors, such as a fall in the level of the underlying Index, or a rise in interest rates, can have significantly negative impact on their value.

What happens at the end of my investment?

Shortly before the Investment End Date (or at the relevant anniversary date if the Plan matures early), we will write to you outlining your options. Your maturity proceeds will be applied to your Walker Crips Account within 10 business days of the Investment End Date, or relevant anniversary date, subject to timely receipt of the funds from the Issuer. Provided you have completed and returned the appropriate documentation, we will then proceed with your maturity instruction.

What happens if I die?

If you die before the Plan matures, the Plan can be closed or transferred to another person. Your personal representatives should inform Walker Crips, and the Plan will be dealt with in accordance with their instructions. We will take instructions from the Trustees or Executors of the deceased with respect to disposals or cash withdrawals upon production of a Sealed Grant of Probate. Please note that early encashment may result in a loss of Capital.

What fees are payable?

If you have a financial adviser, he or she will give you information about any fees that they charge. Those fees can either be settled directly with your adviser or we can deduct the fee from the amount you invest and pay this amount to your adviser.

Are Walker Crips charging me for this investment?

The costs of setting up and administering your Plan have been allowed for in the calculation of returns the Plan is designed to pay. These charges are expected to equate to approximately 1.5% of your Initial Capital.

There will be no charges to transfer cash proceeds from an investment at maturity by either standard electronic transfer (BACS) or by cheque. However, there will be instances where we need to cover our administration costs. The table below details a summary of our current charges.

Instance	Charge
If you wish to sell your holding and encash your Plan prior to maturity.	£90.00
If you wish to transfer your ISA holding to another ISA manager prior to maturity.	£90.00
If you require any proceeds to be forwarded by same day transfer. (CHAPS)	£15.00

How do I make a complaint?

If you wish to complain about any aspect of the service you have received from us, you may do so in writing to:

Compliance Department, Walker Crips Stockbrokers Limited, Finsbury Tower, 103–105 Bunhill Row, London EC1Y 8LZ. Alternatively, you can call 020 3100 8880.

Our complaints handling procedures for the reasonable and prompt handling of complaints is available upon request. If you cannot settle your complaint with us, you may be entitled to refer it to the Financial Ombudsman Service www.financial-ombudsman.org.uk or by contacting them on 0800 023 4 567.

Are there compensation arrangements?

Before the Investment Start Date, and after the Plan matures, your cash will be held in a segregated client money account with a UK regulated bank. This cash is protected in accordance with the FCA's client money rules. In the event that Walker Crips becomes insolvent, your cash cannot be accessed by creditors or the bank itself. If the bank holding your cash becomes insolvent, you may be entitled to claim compensation from the Financial Services Compensation Scheme (FSCS). The maximum compensation limit for cash accounts is currently £75,000 per person, per authorised institution. You should be aware that all of your balances with any particular bank, including your personal accounts, would be aggregated in the event that the compensation scheme was triggered.

If Goldman Sachs International becomes insolvent you will not be entitled to claim compensation from the FSCS.

You do not have the right to claim compensation against Walker Crips, or from the FSCS, in relation to poor investment performance of the underlying securities of the Plan.

In other circumstances where you may be entitled to make a valid claim against Walker Crips or your financial adviser and they are unable to meet their liabilities in full, the maximum compensation limit awarded by the FSCS for investments is currently £50,000 per person.

For further information about the scheme contact the Financial Services Compensation Scheme, 10th Floor, Beaufort House, 15 St. Botolph Street, London EC3A 7QU or visit the FSCS website at www.fscs.org.uk.

Terms and Conditions

Definitions:

‘Account’: means your Walker Crips Account, or ISA Account, which is in your name and that holds your Capital, any interest earned and your investment in the Plan.

‘Application Form’: means the Annual Growth Plan – Issue 38 (Kick-out) application for an Account.

‘Associated Companies’: means any agent with delegated authority under Clause 12 of these Terms and Conditions.

‘Calculation Agent’: means the calculation agent assigned by the Issuer of the Investments in order to determine the maturity proceeds of the investment.

‘Closing Level’: means the official daily closing level of the relevant Index as published by the relevant Index Sponsor in relation to each Scheduled Trading Day during the Investment Term.

‘Counterparty’: means Goldman Sachs International, London, UK.

‘Dealing Date’: means the date on which we have received and processed your instruction to sell your holding, or if this is not a Scheduled Trading Day, the following day which is a Scheduled Trading Day.

‘Direct Account’: means any part of the Annual Growth Plan – Issue 38 (Kick-out) which is not an ISA account.

‘Extraordinary Event’: means an Extraordinary Event as determined by the Calculation Agent (acting in good faith and in a commercially reasonable manner) in accordance with the terms and conditions of the underlying securities.

‘Final Index Level’: means the Closing Level of the FTSE 100 Index on the Investment End Date.

‘FCA’: means the Financial Conduct Authority.

‘FCA Handbook’: means the FCA Handbook of Rules and Guidance as amended from time to time.

‘FTSE 100 Index’: is a share index which represents the share price performance of 100 of the largest companies in the UK (measured by market capitalisation) which are listed on the London Stock Exchange.

‘Goldman Sachs’: means Goldman, Sachs & Co. Wertpapier GmbH and Goldman Sachs International.

‘Index’: is the FTSE 100 Index.

‘Index Sponsor’: is FTSE International Limited, a UK incorporated company which calculates the Index and which is owned jointly by the London Stock Exchange and the Financial Times, and includes any successor or additional sponsor(s).

‘Initial Capital’ or ‘Capital’: means the money that you initially subscribed to invest into the Plan.

‘Initial Index Level’: means the Closing Level of the FTSE 100 Index on the Investment Start Date.

‘Investments’: means the securities the Plan Manager purchases and holds on your behalf under the Plan.

‘Investment End Date’: means 4 March 2022 or if such day is not a Scheduled Trading Day, the following day which is a Scheduled Trading Day.

‘Investment Objective’: means the objective of securing the return described in the brochure to which these Terms and Conditions are attached.

‘Investment Start Date’: means 4 March 2016, or if such day is not a Scheduled Trading Day, the following day which is a Scheduled Trading Day.

‘Investment Term’: means the period from the Investment Start Date to the Maturity Date.

‘Issuer’: means Goldman, Sachs & Co. Wertpapier GmbH, Frankfurt, Germany, the securities of which are guaranteed by Goldman Sachs International, London, UK.

‘Maturity Date’: means the date on which the Investments mature.

‘Nominee’: means WB Nominees Limited, a non-trading subsidiary of Walker Crips Stockbrokers Limited.

‘Plan’: means the Annual Growth Plan – Issue 38 (Kick-out), comprising the Investments subscribed for in your Account, as specified in your Application Form(s).

‘Plan Manager’: means Walker Crips Structured Investments, a trading name of Walker Crips Stockbrokers Limited, which is authorised and regulated by the Financial Conduct Authority and bound by its rules.

‘Regulations’: means for the ISA Accounts the ISA Regulations 1998 as amended from time to time. The Plan Manager will manage the ISA Account in accordance with the Regulations.

‘Scheduled Trading Day’: means a day on which the London Stock Exchange or other relevant exchange and the London International Financial Futures and Options Exchange (LIFFE) are scheduled to be open for trading for their respective regular trading sessions.

‘Walker Crips’: means as appropriate, Walker Crips Stockbrokers, Walker Crips Structured Investments or the Nominee.

The Plan Manager provides the Plan to you on the following Terms and Conditions (of which the Application Form is a part):

1. Your Application

a) On the receipt of a duly completed Application Form and cheque (or banker's draft, telegraphic transfer or any other means acceptable to the Plan Manager) the Plan Manager may accept your application subject to these Terms and Conditions. The Plan Manager reserves the right to reject an application for any reason. The Plan is not available to US Persons.

b) You must subscribe to your ISA Account with your own (or your spouse's) cash or by transfer of cash from an existing ISA account. Transfers of cash from existing ISA accounts will normally be arranged with the existing ISA managers. Once the cash from the existing ISA accounts has been transferred, your Account will be subject to these Terms and Conditions. In respect of an ISA transfer, a cancellation notice will be sent to you after the funds are received from your previous ISA manager. If, following an ISA transfer you cancel your ISA Account, you may lose the favourable tax treatment applicable. The Plan Manager reserves the right to withhold any amounts under £1 which cannot be applied to the Plan. The remaining pence will not be returned to you.

c) Individual Savings Accounts ('ISAs') can be either a Stocks & Shares ISA or a Cash ISA. The Plan is only eligible for Stocks & Shares ISA subscription. For the tax year 2015/16, you must not have subscribed and may not subscribe to another Stocks & Shares ISA in the same tax year. You may, however, invest in a Cash ISA in the same tax year if you have not used the maximum ISA allowance of £15,240 for the tax year 2015/16 in your Stocks & Shares ISA. Individuals can transfer money saved in Cash ISAs into Stocks & Shares ISAs without affecting their annual Stocks & Shares ISA allowance. Cash ISAs transferred in this way will form part of your accumulated Stocks & Shares ISAs.

d) You will immediately inform the Plan Manager in writing if you cease to be a qualifying individual for the purposes of the Regulations. The Plan Manager will notify you if, by reason of any failure to satisfy the provisions of the Regulations, an ISA has, or will, become void.

e) The Plan Manager shall not accept any further amounts into an ISA Account if the Regulations no longer give you the right to invest in that ISA Account.

2. Cancellation

a) The Plan Manager will give you the right to cancel your Plan within 14 days of the Plan Manager's acceptance of your Application Form. You will be informed of your right to cancel in documents that the Plan Manager sends you at the relevant time. Alternatively you can write to Walker Crips Structured Investments, Finsbury Tower, 103-105 Bunhill Row, London EC1Y 8LZ. If you do so, please provide your name and address and the account number with clear instructions to cancel your investment.

b) If the Plan Manager receives your cancellation notice after the Investment Start Date, it will return to you any cash subscriptions in the Plan, with any accrued interest, less an allowance for a reduction in the market value of the Investments if applicable. You might not get back the amount originally invested in the Plan.

c) Where you do not exercise your cancellation rights, or you do not exercise them within the period allowed for, the Plan will continue in line with the Terms and Conditions.

3. Client Categorisation

We will classify you as a retail client as defined in the FCA Handbook, unless we inform you otherwise.

4. Anti-Money Laundering

All transactions relating to this Plan are covered by the Proceeds of Crime Act 2002 and the Money Laundering Regulations 2007 (as

amended from time to time) and the guidance notes provided by the Joint Money Laundering Steering Group. The Plan Manager is responsible for compliance with these regulations. You may be asked for proof of identity and evidence of address when investing or on early withdrawal or maturity. The Plan Manager may also make enquiries of third parties in verifying identity. This would include electronic verification through a third party provider.

5. Client Money

a) Subscriptions received before the Investment Start Date, and proceeds returned following maturity of the Plan, will be held by the Plan Manager in a pooled client money account with an FCA authorised and regulated bank.

b) Your funds are protected in accordance with FCA client money rules, meaning that money belonging to clients is segregated from monies belonging to Walker Crips Stockbrokers Ltd. Therefore, in the event of Walker Crips Stockbrokers Ltd's insolvency or default, there is no right of offset between credit balances held on behalf of clients and any indebtedness of Walker Crips Stockbrokers Ltd. Any shortfall in client money may be shared pro rata among all clients, however, eligible claimants may benefit from the protection of the FSCS in relation to the first £50,000 of a claim. In the event of the bank's insolvency or default, any shortfall in client money may be shared pro rata among all clients. However, eligible claimants may benefit from the protection of the FSCS in relation to the first £75,000 of a claim.

c) No interest will be accrued on funds held prior to the Investment Start Date or following maturity of the Plan.

d) The Plan Manager shall continue to treat unclaimed maturity or allocated funds as client money, in accordance with FCA client money rules, for a period of six years. No interest will be accrued on unclaimed or allocated funds during this period.

6. Investments

a) Your investment in the Plan includes an agreement to purchase Investments for your Account. These Investments are securities, which have been structured with a view to meeting the Investment Objective of the Plan. Investment in the Plan will not commit your funds to any extent beyond the amount invested by you.

b) The Investments in your Plan will be exercised or mature on the Maturity Date. The Investments are structured so that their value on that date will correspond to the amount you are due to receive from your Plan in accordance with the Investment Objective. The Plan Manager will contact you prior to the Maturity Date to inform you of any action required by you. The Plan Manager may, at its discretion, repay maturity proceeds to you by transferring the funds into the bank or building society account from where the Initial Capital investment originated. Should this occur, you will be informed in writing by the Plan Manager.

c) Your Investments will be registered in the name of the Nominee. Such Investments shall not be lent to any third party and money may not be borrowed on your behalf against the security of those Investments. The Plan Manager accepts responsibility for any acts or omissions of the Nominee.

d) Your Investments will be registered collectively in the name of the Nominee and although the amount of Investments that you hold will be recorded and separately identified by the Plan Manager, your holding may not be identifiable by separate documents or certificates of title. Therefore, in the event of insolvency or default, any shortfall in the Investments may be shared pro rata among all investors in the Plan.

e) At all times during the continuance of the Plan, you will remain the beneficial owner of the Investments held in the Plan and the Plan must not be used as security for a loan. You may not dispose of or transfer an interest in any Investment held in the Plan, and may not create (or have outstanding) any charge or security on or over any Investment.

7. Information to clients

a) At all times you or your nominated agent may request sight or a copy of entries in the Plan Manager's records relating to your Investments in accordance with the rules of the FCA Handbook. Such records will be maintained for a minimum of seven years after the Investment Start Date.

b) The Plan Manager will supply you semi-annually with a report on the value of the Investments held through your Account.

c) The Nominee will hold the voting rights (if any) in relation to the Investments in your Plan. The Nominee will have the right to exercise such voting rights (or abstain from exercising them) at its discretion. If you request, the Plan Manager will send you copies of the annual report and accounts and other information which is issued to holders of Investments in your Plan. To make this request please write to Walker Crips Structured Investments.

8. Account closure / termination

a) The Plan or any Account may be terminated immediately by the Plan Manager on giving written notice to you if, in its opinion, it is impossible to administer the Plan or that Account in accordance with the FCA Handbook or Regulations or if you are in breach of the Regulations.

b) The ISA Account will terminate automatically with immediate effect if it becomes void under the Regulations. The Plan Manager will notify you in writing if the ISA becomes void.

c) The Plan Manager may terminate the Plan on one month's notice if you fail to pay any money due under these Terms and Conditions.

d) You may terminate the Plan or any Account at any time by giving written notice to that effect to the Plan Manager. The notice must specify whether you wish the proceeds from the sale of the Investments to be paid directly to you or to be transferred to another Plan Manager. Such notice must be received no later than close of business two days prior to the next Dealing Date. If a Dealing Date is not a Scheduled Trading Day, we will sell your holding on the following day which is a Scheduled Trading Day. There will be a restricted market in the sale of Investments. Early encashment may result in a loss of Capital. An early withdrawal fee of £90 will be charged.

e) Termination of the Plan or any Account will be without prejudice to the settlement of any outstanding fees and will not affect any legal rights or obligations which may have already arisen or any provision of these Terms and Conditions which is expressly or by necessary implication intended to survive termination. On termination, the Plan Manager will promptly account to you for the proceeds of sale of the Investments held through your plans save that it will be entitled to retain any funds required to pay any outstanding tax or other amounts payable from the Plan.

9. Taxation

a) For UK residents, under current legislation, the proceeds of an ISA Account will not be subject to either UK Income Tax or UK Capital Gains Tax and any gains or losses on your investment will be disregarded for the purposes of UK Capital Gains Tax. Where Investments are held through a Direct Account, you may be subject, depending on your personal circumstances, to UK tax on any income received or any capital gain arising on disposal. These statements are based on current legislation, regulations and practice, all of which may change.

b) The levels and bases of taxation and reliefs from taxation can change at any time. The value of any tax reliefs will depend on individual circumstances.

10. Death

On your death, your Plan will be dealt with in accordance with the instructions of your personal representatives. The Plan Manager will

continue to hold your assets until instructions are received from your personal representatives. Your personal representatives can sell your Investments or transfer them to your beneficiaries. The Plan Manager is entitled to deduct any withdrawal fees.

11. Charges

The returns which you are due to receive in accordance with the investment objective are net of all anticipated charges and expenses. The charges exclude any such tax or charges for taxation charges, and any fees agreed with your adviser to be deducted from your Initial Capital. The total charges for this product are taken on the Investment Start Date. If you terminate your Plan before maturity, a charge of £90 will be deducted. The charges taken at the Investment Start Date will not be rebated. If however you exercise your cancellation rights, you will receive a full refund of any charges. Please note that it is possible that you will be liable to pay additional taxes or costs that are not paid, or imposed, by us.

12. Liability

a) The Plan Manager will maintain insurance cover to indemnify you against, inter alia, misappropriation of funds or securities by any employee of the Plan Manager. You will indemnify the Plan Manager and the Nominee against any liability or loss which the Plan Manager or the Nominee may suffer or incur (including taxes for which you are primarily liable and any expenses reasonably and properly incurred) in the proper course of administering your Account, except to the extent arising from any negligence, wilful default or fraud on the part of the Plan Manager or the Nominee.

b) The Plan Manager may employ agents in connection with the services it is to provide 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 it delegates any of its functions or responsibilities under these Terms and Conditions is competent to carry out those functions or responsibilities. The Plan Manager shall not be liable for the negligence or misconduct of any such agent or delegate, except where it has been negligent in its choice of such agent or delegate, not excluding or restricting any liability towards you to which, by virtue of the Regulations, the Financial Services and Markets Act 2000, or the FCA Handbook, the Plan Manager may be subject.

c) The Plan Manager will exercise its authority under these Terms in an appropriate way. However, whilst the Investments will be structured with a view to meeting the Investment Objective on the Maturity Date, the Plan Manager is unable to (and does not) ensure that the Investment Objective will be met. You acknowledge that you have read and understood these Terms and the risk factors set out in the brochure provided to you in connection with your Plan. In particular, you acknowledge that your entitlement under the Plan is dependent on the exact terms of issue of the Investments. These may contain provisions allowing for (a) adjustments to the timing of calculation of entitlements and (b) the termination of the Investments, including (without limitation) in circumstances where the Counterparty is in default. Investors needing a fuller understanding of the detailed risks under the Investments are referred to the Prospectus for the securities (a copy of which shall be made available upon request from the Counterparty or the Plan Manager). No provision in these Terms will operate so as to exclude or limit the liability of the Plan Manager to the extent that this would be prohibited by law or the FCA Rules.

d) The Plan Manager will exercise due care and diligence in managing your Plan. However, the Plan Manager and its Associated Companies will not be liable to you:

- i) if the Issuer or Counterparty fails or becomes insolvent;
- ii) for any default by any securities depository with whom your Investments are deposited;

iii) for any loss, depreciation or fluctuation in the value of the Investments held within your Plan, except as a result of fraud, negligence or wilful default by the Plan Manager or any Associated Company;

iv) or any adjustments or terminations provided for in the Terms of the Investments as described in these Terms & Conditions.

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

vi) for the acts or omissions of any professional adviser who arranged your investment in a Plan.

e) In the event of any failure, interruption or delay in the performance of its obligations resulting from breakdown, failure or malfunction of any telecommunications or computer service, industrial disputes, insolvency of third parties or failure of third parties to carry out their obligations, acts of governmental or supranational authorities, or any other event or circumstance whatsoever not reasonably within its control, the Plan Manager shall not be liable or have any responsibility of any kind for any loss or damage you incur or suffer as a result.

13. Market Disruption, Extraordinary Event, Adjustment Event

a) If a market disruption event, Extraordinary Event or any adjustment event occurs, the Calculation Agent may make necessary adjustments to the terms of the Investments in their sole and absolute discretion, acting in good faith and in a commercially reasonable manner. This may include termination of the Investments.

b) Such events include, but are not limited to, the early closure of a relevant exchange on which an underlying share is listed, disruption of such an exchange or the suspension of trading on such an exchange.

c) Any adjustment could include the removal or substitution of the affected company, or early redemption of the Plan. In the case of early and unscheduled redemption it is possible that you will receive back less than your Initial Capital.

14. Conflicts of Interest

The Principles for Businesses of our regulator, the FCA, say that a firm must manage conflicts of interest fairly, both between itself and its customers and between one customer and another. Walker Crips Structured Investments has a policy to assist it in meeting this principle, as it is required to do by the regulator. In our policy, we have identified types of potential conflict that may arise in the course of providing services to our customers. Our aim is to ensure any such conflicts are properly managed. We keep a record of these and monitor the organisational and administrative arrangements we have to manage them. The types of conflict we monitor and manage are those which could weaken our internal controls and lead to unfair treatment of clients. They cover areas like gifts and hospitality, personal dealings, fees and remuneration, security of information, commercial interests and fair dealing as between one client and another. Further details can be sent on request.

15. Data Protection

a) In accordance with Data Protection legislation we will handle all information we obtain about you in the course of providing our services, lawfully and fairly in accordance with our position as a data controller. You agree that we may disclose this information solely to either other data controller entities within the group (and our agents provided they have similar obligations in respect of data processing) or, and without reference to you, to other financial services institutions seeking to verify your identity for anti-money laundering purposes. You agree that we may, as we consider necessary, make enquiries, obtain references and undertake electronic verification checks on any data you provide to us. We may record the results and

use the information obtained to help us comply with UK regulations on identifying clients, reporting fraud and market abuse or to report other suspected breaches of UK financial services legislation.

b) You authorise the Plan Manager to provide HM Revenue & Customs with all relevant particulars of the Account and its investments which HM Revenue & Customs may reasonably request at any time.

16. Compensation Arrangements

If you make a valid claim against the Plan Manager or your financial adviser in respect of the investments arranged for you under these Terms and Conditions and they are unable to meet their liabilities in full, you may be entitled to compensation from the Financial Services Compensation Scheme. Most types of investment business are covered, the maximum compensation is £50,000. Details of the cover provided by the Scheme are given in a leaflet which the Plan Manager will send to you at your request. Further information is available from the FCA and the Financial Services Compensation Scheme. If the performance of the investments does not match any illustrated benefits there will not, for that reason alone, be any entitlement to any compensation under the Financial Services Compensation Scheme.

17. Complaints

Any complaint about any aspect of the service received should be made to The Compliance Department, Walker Crips Stockbrokers Ltd, Finsbury Tower, 103–105 Bunhill Row, London EC1Y 8LZ, United Kingdom 020 3100 8880. If your complaint is not dealt with to your satisfaction, you can complain to the Investment Division, Financial Ombudsman Service, Exchange Tower, London, E14 9SR.

18. Governing Law

a) These Terms and Conditions shall be governed by English Law and will become effective on acceptance by the Plan Manager of your signed Application Form. The Plan Manager will write and speak to you in English throughout the duration of your investments. For your security and for training and monitoring purposes telephone conversations may be recorded.

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

19. Amendments to these Terms and Conditions

a) The Plan Manager may vary these Terms by giving you reasonable written notice:

i) to comply with any changes to the Regulations, other relevant legislation, HM Revenue & Customs practice and the FCA Rules (or the way they are applied); or

ii) to make them fairer to you or to correct a mistake (provided this correction would not adversely affect your rights); or

iii) in order to administer your Plan more effectively, or to introduce additional facilities or options within your Plan.

b) The Plan Manager will notify you of any such change as soon as is reasonably practicable after the change has been made, if you have not been given prior notice.

c) Notices will be duly given by the Plan Manager and sent to the last address notified to the Plan Manager by the Investor or its agent.

This document has been approved as a Financial Promotion in accordance with Section 21 of the Financial Services and Markets Act 2000 by Walker Crips Stockbrokers Limited (WCSB), which is a member of the London Stock Exchange and is authorised and regulated by the Financial Conduct Authority, 25 North Colonnade, Canary Wharf, London E14 5HS. FCA Registration Number: 226344. The Plan is provided and administered by Walker Crips Structured Investments which is a trading name of Walker Crips Stockbrokers Limited. Registered Office: Finsbury Tower, 103–105 Bunhill Row, London EC1Y 8LZ, United Kingdom.

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If for any reason we are unable to purchase securities to fulfil the commitments set out in the brochure, your subscription will be returned to you in full.

If you have any enquiries about this investment, consult your financial adviser or contact Walker Crips Structured Investments by:

Telephone 020 3100 8880

Fax 020 3100 8822

Email wcsi@wcgplc.co.uk

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