



SG UK & US Defensive Step Down Plan (UK Four)

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|---------------|----------------------------------|---|---|
| Six year term | Potential kick-out from year two | Potential return dependent on the performance of the FTSE 100 Index and the S&P 500 Index | Your Capital is at risk and you could lose some or all of your investment |
|---------------|----------------------------------|---|---|

The UK & US Defensive Step Down Plan is a structured investment plan provided and administered by Walker Crips. The Investments underlying the Plan are securities provided by Societe Generale.

Societe Generale is one of the largest European financial services groups. Based on a diversified universal banking model, the Group combines financial solidity with a strategy of sustainable growth, and aims to be the reference for relationship banking, recognised in its markets, close to clients, chosen for the quality and commitment of its teams. More than 146,000 employees, based in 66 countries, accompany 31 million clients throughout the world on a daily basis. Societe Generale's teams offer advice and services to individual, corporate and institutional customers.

Walker Crips Group plc is a publicly owned, London Stock Exchange listed company whose subsidiaries provide a range of financial services including wealth management, pensions, stockbroking and structured investments. Walker Crips' predecessors first bought and sold shares for clients on the London Stock Exchange in 1914. Through acquisitions, the company can trace its roots back as far as the 18th century, making it one of London's oldest independent companies.

Combining the technical expertise and innovation of Societe Generale, with the experienced plan management and administration services of Walker Crips, we are able to offer the UK & US Defensive Step Down Plan to UK investors through authorised intermediaries.

Societe Generale is a French credit institution (bank) authorised by the Autorité de Contrôle Prudentiel et de Resolution (the French Prudential Control Authority) and the Prudential Regulation Authority and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of Societe Generale's authorisation and regulation by the Prudential Regulation Authority, and regulation by the Financial Conduct Authority are available from Societe Generale on request.

Walker Crips Structured Investments is a specialist division of Walker Crips Stockbrokers Ltd which is a member of the London Stock Exchange and is authorised and regulated by the Financial Conduct Authority (FCA registration no. 226344). Walker Crips Stockbrokers Ltd is a wholly owned subsidiary of the Walker Crips Group plc.

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.

Plan overview

The Investment Term is six years but the Plan may mature early.

The objective of this Plan is to provide you with defined capital growth which is dependent on the performance of the FTSE 100 Index and the S&P 500 Index.

Your Capital is not protected and you may lose some or all of your investment.

If, at the end of the Plan, the level of either the FTSE 100 Index or the S&P 500 Index is more than 40% below the level at the start of the Plan, you will receive back significantly less than you invested.

The Counterparty for this Plan is Societe Generale (SG).

Counterparty risk is reduced through the use of Collateral. SG will provide Collateral that will be held with an independent custodian. In the event that SG fails or becomes insolvent, the Collateral will be sold to recover the value of the Plan at that time.

Your Capital is at risk if any one of four institutions 'the UK Four' becomes subject to a Credit Event during the Investment Term. For more information, see page 11.




We can only accept applications to invest in the Plan on the basis that a recommendation has been provided to you by a financial adviser. Before investing, it is important that you read this brochure and the Terms and Conditions included. You should consider the features and the risks carefully and consult your financial adviser to ensure this investment is suitable for you and your financial situation.

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For adviser enquiries please contact Societe Generale on **0845 222 0562** or email **enquiries@sgifa.co.uk**.



| | |
|-------------------------------|--|
| Investment Term | Up to six years |
| Investment options | Direct investment (individual and joint investment) 2016/17 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 |
| Offer closes | 29 December 2016 |
| ISA transfer deadlines | 9 December 2016 (Stocks & Shares ISA transfer) 16 December 2016 (Cash ISA transfer) |
| Investment Start Date | 6 January 2017 |
| Investment End Date | 6 January 2023 |
| Anniversary dates | 7 January 2019, 6 January 2020, 6 January 2021 and 6 January 2022 |
| Capital return | Return of Capital, plus any capital growth or less any reduction, 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 maturity proceeds from the Issuer. |
| Early withdrawal | If you need to withdraw your investment in the Plan before the Investment End Date you may receive back less than you invested. |
| Tax treatment | The returns received on direct investments are likely to be subject to Capital Gains Tax, please see page 18. |
| Issuer of securities | SG Issuer |
| Counterparty | Societe Generale (collectively referred to as SG in this brochure) |
| Credit risk | The UK Four <ul style="list-style-type: none"> ■ Aviva plc (25%) ■ Barclays Bank plc (25%) ■ Lloyds Bank plc (25%) ■ HSBC Bank plc (25%) |

The offer period may close early if the Plan is fully subscribed.

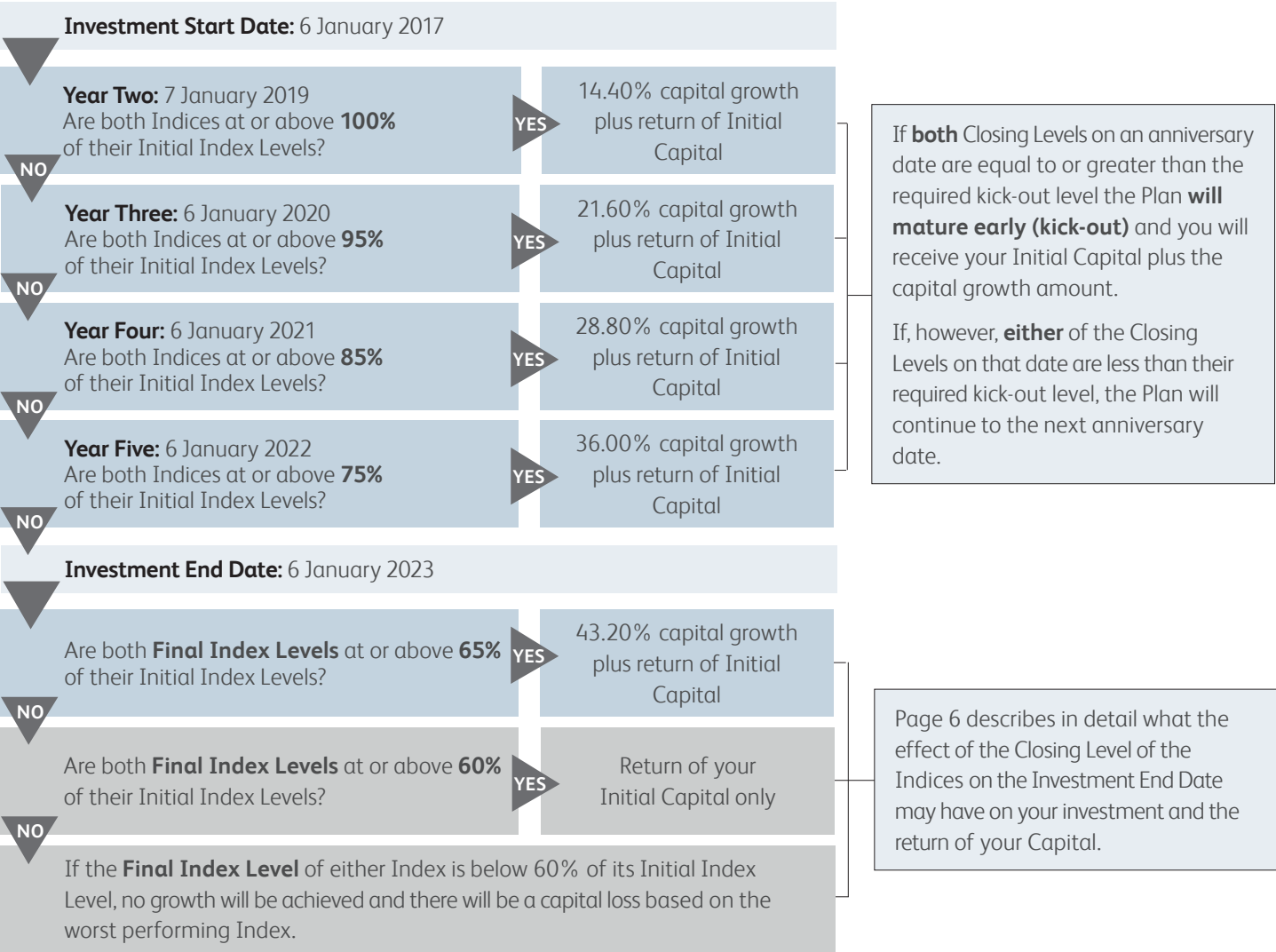
The Plan has the potential to mature early (kick-out) and pay back your Initial Capital plus a defined capital growth of 7.20% for each year your investment has been held.

The Closing Levels of the FTSE 100 Index and the S&P 500 Index on the Investment Start Date, will be compared with their Closing Levels on each anniversary date listed below.

If both Closing Levels on an anniversary date are equal to or greater than their required kick-out level, defined as a percentage of the Initial Index Levels (the Closing Level of each Index on 6 January 2017), the Plan will mature early (kick-out) and you will receive your Initial Capital plus the capital growth amount indicated.

If, however, either of the Closing Levels on that date are less than their required kick-out level, the Plan will continue to the next anniversary date.

Where the Plan has not matured early and runs to the full six year term, there will be a capital loss if the Final Index Levels (the Closing Level of each Index on 6 January 2023) of either Index is below 60% of its Initial Index Level.



If the Plan has not matured early, the risk to your Capital at the end of the term depends on the performance of the FTSE 100 Index and the S&P 500 Index.

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 and the S&P 500 Index between their respective Initial Index Levels and their Final Index Levels.

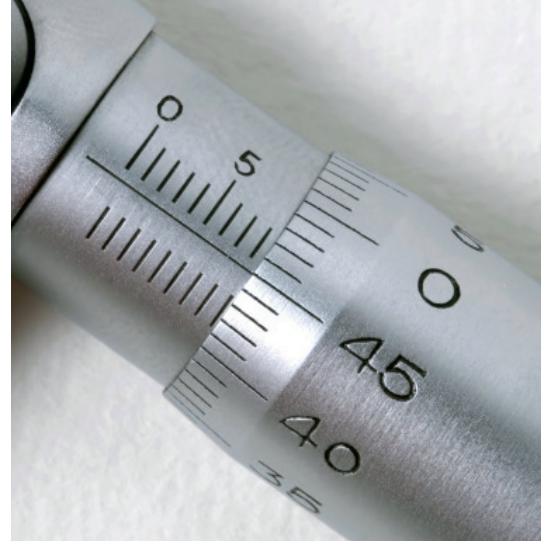
Where both Final Index Levels are **at or above** 65% of their Initial Index Levels, you will receive 100% of your Initial Capital plus capital growth of 43.20%.

Where one or both Final Index Levels are **below** 65% of their Initial Index Levels, **but both are at or above** 60% of their Initial Index Levels, you will receive 100% of your Initial Capital but no capital growth.

Where one or both Final Index Levels are **below** 60% of their Initial Index Levels, the Capital that you receive back will be reduced by 1% for every 1% the Final Index Level of the worst performing Index is below its respective Initial Index Level, or fraction thereof.

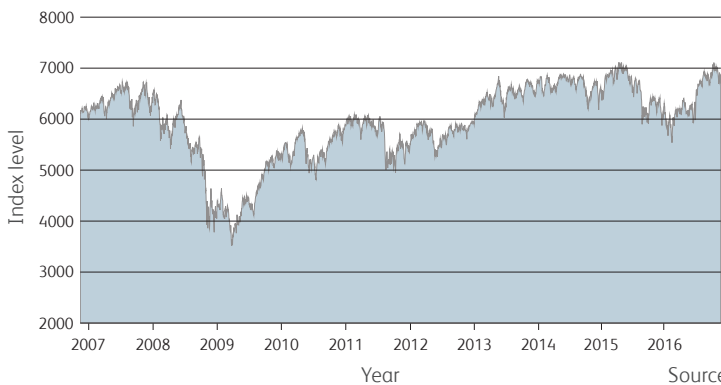
Where the Plan has not matured early, the table below illustrates how the return of your Initial Capital and any potential capital growth will be affected by the Final Index Level of the worst performing Index on 6 January 2023.

| Where is the worst performing Index in relation to its Initial Index Level? % | Capital growth % | Capital return % | Capital reduction % |
|--|---------------------|---------------------|------------------------|
| +10 | 43.20 | 100 | 0 |
| No change | 43.20 | 100 | 0 |
| -10 | 43.20 | 100 | 0 |
| -20 | 43.20 | 100 | 0 |
| -35 | 43.20 | 100 | 0 |
| -36 | 0 | 100 | 0 |
| -40 | 0 | 100 | 0 |
| -41 | 0 | 59 | 41 |
| -60 | 0 | 40 | 60 |
| -75 | 0 | 25 | 75 |

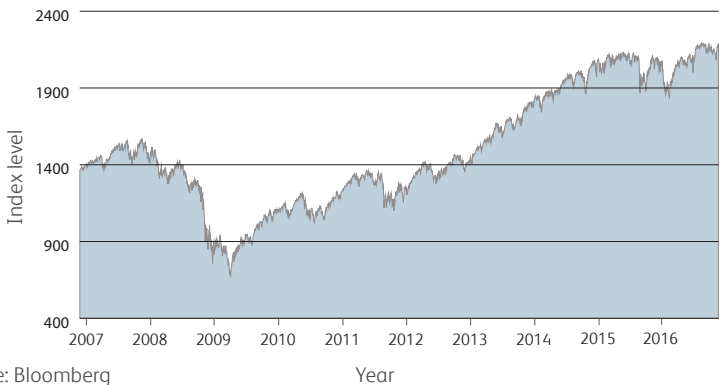


Your money is not invested directly into the FTSE 100 Index and the S&P 500 Index. However, as the return of your investment is dependent on the performance of both Indices, it is important to understand what they are and how they could affect your money.

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.



The **S&P 500 Index** is a share index which represents the performance of 500 of the US's largest companies. The Index includes many household names such as Apple, Coca-Cola and Microsoft.



The graphs above show the performance of the FTSE 100 Index and the S&P 500 Index over the past ten years. The FTSE 100 Index and the S&P 500 Index move independently of one another and it is important to note that the performance of the Plan is dependent on the worst performing of these two Indices.

Based on an example, if the Initial Index Level for the FTSE 100 Index was 6800 and the Initial Index Level for the S&P 500 Index was 2100 the corresponding kick-out levels required would be as follows:

| Anniversary | Second | Third | Fourth | Fifth | Sixth |
|-------------------------|--------|-------|--------|-------|-------|
| Required kick-out level | 100% | 95% | 85% | 75% | 65% |
| FTSE 100 Index example | 6800 | 6460 | 5780 | 5100 | 4420 |
| S&P 500 Index example | 2100 | 1995 | 1785 | 1575 | 1365 |

In this example, you would lose Capital if the FTSE 100 Index closed below 4080 or the S&P 500 Index closed below 1260 (60% of the Initial Index Levels) on the Investment End Date.

The Indices 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 and the S&P 500 Index. Additionally, you will not receive dividend income from those companies.



What return am I likely to receive under different future market scenarios?

The risk to your Capital and any potential return you may receive from the Plan is dependent upon the levels of both the FTSE 100 Index and the S&P 500 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 in different future 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 and US stock markets perform well and the underlying Indices generally exhibit a positive trend over the Investment Term.

In a positive market scenario, it is **very likely** that both Indices will be at or above their required kick-out 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 and US stock markets perform poorly and the underlying Indices generally exhibit a negative trend over the Investment Term.

As the Indices are expected to fall in a negative market scenario, it is **unlikely** that both Indices will be at or above their required kick-out levels 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 **more than 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 | More than likely |



Neutral market scenario

The UK and US stock markets fluctuate, and the underlying Indices 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 Indices and no distinct trend, you should expect the Indices to perform positively or negatively at different periods throughout the Investment Term.

In this scenario it is **more than likely** that the Indices will be at or above their required kick-out levels 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 and US stock markets perform well and the two underlying Indices activate 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 and the S&P 500 Index over the Investment Term.

In contrast, it is unlikely you will receive a return from the Plan if the UK and US stock markets perform poorly and the Indices fall in value. You will lose a significant amount of the Capital you invested if either of the Indices have fallen by more than 40% of their Initial Index Levels at 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 and Collateral

Counterparty risk

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 securities. This is effectively a type of loan to Societe Generale, which in return, entitles you to the potential returns stated in this brochure.

The Issuer of the securities is SG Issuer. The payment obligations of SG Issuer are guaranteed by Societe Generale, the Counterparty for this Plan. This means that should SG Issuer fail or be unable to make payments due under the terms of the securities, Societe Generale will meet the payment obligations on behalf of SG Issuer.

As the payment obligations of the Issuer are guaranteed by Societe Generale, the return of your Capital and payment of any returns described in this brochure are subject to the continued solvency of Societe Generale.

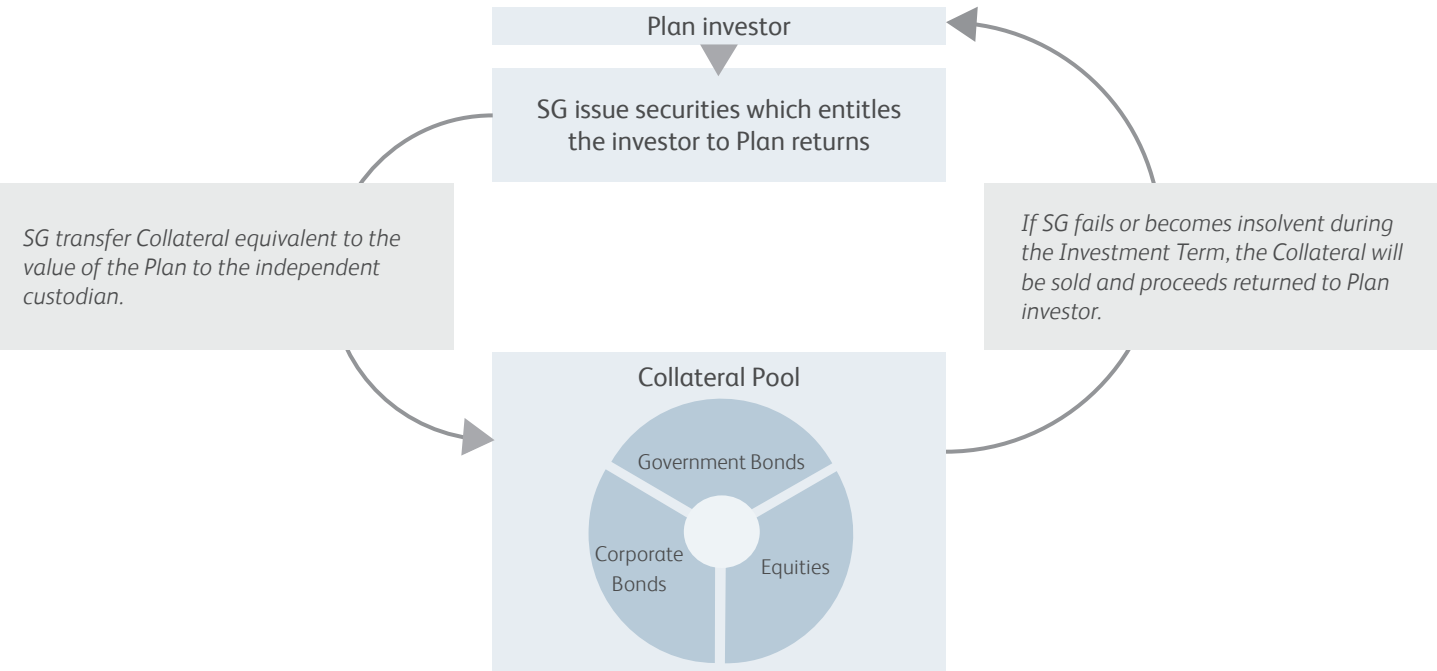
In the event of the failure or insolvency of Societe Generale, you could lose all or part of your investment, regardless of the performance of the underlying Indices.

Collateral

In order to reduce the risk of loss in the event that the Counterparty fails or becomes insolvent, a pool of assets known as 'Collateral' will be held by an independent custodian to protect the value of the Plan.

The Collateral, which consists of government bonds, corporate bonds and equities, will be held by Bank of New York Mellon (BNY Mellon). The use of Collateral is designed to protect the value of the Plan at any one time, and not the original amount invested. Therefore BNY Mellon will monitor the Collateral on a daily basis to ensure that its value is sufficient to meet the market value of the Plan.

Should SG fail or become insolvent during the Investment Term, the Collateral will be sold and the proceeds returned to you. If the Collateral falls in value after SG fails or becomes insolvent, it may be insufficient to cover your investment. **In this circumstance, you may receive back less than the amount you invested.**





The UK Four

The use of Collateral in the Plan is designed to mitigate the risk of exposure to a single entity i.e. SG, and to provide the framework for diversification of risk.

However, mitigation of counterparty risk alone would reduce the level of return offered by the Plan. Therefore, to provide the potential to achieve the higher returns offered by the Plan, the risk to your investment will be dependent on the solvency of four major UK institutions ('the UK Four').

The UK Four are Aviva plc, Barclays Bank plc, Lloyds Bank plc and HSBC Bank plc.

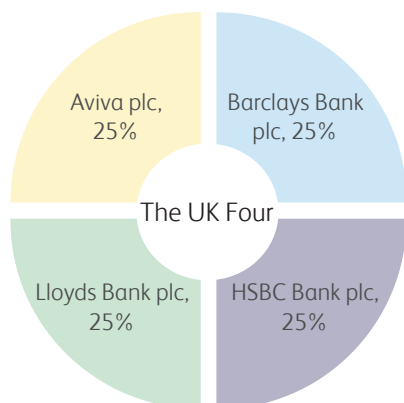
The fact that the Plan is exposed to the credit risk of the UK Four means that if any of the UK Four were to experience a 'Credit Event', you could lose some of your Capital.

A Credit Event occurs when a financial institution becomes insolvent, defaults on its payment obligations, experiences a restructuring of its debt obligations in a manner that is detrimental to creditors, or is subject to government intervention.

Credit risk is equally spread across the four institutions, which means that 25% of your investment is at risk should any one of them be subject to a Credit Event. If all four institutions were to be subject to a Credit Event, your entire investment would be at risk at maturity.

At maturity, the final value of your Plan will be calculated. If one of the UK Four has been subject to a Credit Event, 25% of the final value will be at risk. The precise amount you will receive will depend on the Recovery Rate assigned to the affected UK Four institution at the time.

Payment of the recovered amount may be delayed if no Recovery Rate is available on the Maturity Date.



25% of your investment is linked to each of the four UK Financial Institutions.

If, for example, you invested £10,000, £2,500 is at risk for each UK Financial Institutions.

Please see the section entitled "**When is one of the UK Four deemed to have experienced a Credit Event?**" on page 15 for further detail.

Although the risk to your Capital is linked to the UK Four, neither the Plan nor the underlying securities are endorsed by these firms. They have not entered into any financial commitment with the Plan and are under no obligation to undertake any regulated activity in relation to the Plan.

Within the past ten years, the UK has experienced two senior Credit Events, notably, the failure of Bradford & Bingley in 2009 and the restructure of Northern Rock in 2011.

Credit ratings

As the risk to your Capital is linked to the solvency of Societe Generale and the UK Four; Aviva plc, Barclays Bank plc, Lloyds Bank plc and HSBC Bank plc, it is important to understand and assess their credit ratings. These can be used to determine the financial strength of an institution and their likelihood of experiencing a Credit Event.

Standard & Poor's is an independent credit rating agency and 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'.

A Standard & Poor's rating outlook assesses the potential direction of a long-term credit rating over the intermediate term (typically six months to two years). In determining a rating outlook, consideration is given to any changes in the economic and/or fundamental business conditions.

If a rating is qualified with a 'stable' outlook it suggests that a rating is not likely to change. A 'negative' outlook means that a rating may be lowered. An outlook is not necessarily a precursor of a rating change.

S&P credit ratings

| The UK Four | S&P Rating | S&P Outlook |
|-------------------|------------|-------------|
| Aviva plc | A- | Stable |
| Barclays Bank plc | A- | Negative |
| Lloyds Bank plc | A | Negative |
| HSBC Bank plc | AA- | Negative |

The Counterparty

| | | |
|------------------|---|--------|
| Societe Generale | A | Stable |
|------------------|---|--------|

Ratings accurate as at 28 November 2016.

Credit ratings can go up or down at any point during the Investment Term in response to changes in the financial position of an institution. It is possible that the credit ratings of the Counterparty or of any of the UK Four may have changed since the publication of this brochure. For up to date information on credit ratings, including the ratings from other credit rating agencies, Moody's and Fitch Ratings, please visit our website at www.wcgplc.co.uk/wcsi.

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

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 are sure of the suitability of this investment for you.

Counterparty risk

- In the event that Societe Generale fails or becomes insolvent, the Plan will terminate immediately. The amount you receive back from your investment will depend on i) the market value of your investment at that time; and ii) the value of the Collateral assets at the time of sale. You may receive back less than your Initial Capital.
- If any one of the UK Four is subject to a Credit Event during the Investment Term, 25% of your investment will be at risk for each of the UK Four institutions that has experienced a Credit Event. The amount that you receive back will depend on the Recovery Rate (if any) defined for each affected UK Four institution.
- In the case that one of the UK Four experiences a Credit Event, re-payment of your Initial Capital and any return generated by the Plan may be delayed if no Recovery Rate is available at the Maturity Date of the Plan.
- As with all similar structured investments, in the event of Counterparty or Issuer insolvency, or in the event that any of the UK Four are subject to a Credit Event 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 and the S&P 500 Index. In order to achieve this level of return, your Capital will be put at risk. If one or both of the Indices have fallen below 60% of their Initial Index Levels on the Investment End Date you will lose some or all 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 or the S&P 500 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 Indices.
- 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 UK & US Defensive Step Down Plan gives you the potential to benefit from a defined return dependent on the performance of the FTSE 100 Index and the S&P 500 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.

Early withdrawal and liquidity risk

- As with all similar structured investments, 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.

Is this Plan right for me?

Due to the combination of features which contribute to the risk profile of the UK & US Defensive Step Down Plan, you should consult a financial adviser to determine whether this investment 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 your Capital is at risk and you are able to withstand the loss of some or all of your Capital.
- ❖ You understand the Investment Term and you will not need access to your Capital for six years. You have other readily accessible funds set aside 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 want your returns dependent on stock market performance.
- ❖ You understand that the potential return on your investment is fixed at a predefined amount and, if the Indices perform better than the maximum potential return offered by the Plan over the Investment Term, you may receive less than you would have received had you invested directly in the underlying Indices.
- ❖ You have a positive view of the FTSE 100 Index and the S&P 500 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 do not have other readily accessible funds set aside to meet your immediate financial needs and for emergencies.
- ❖ You are unable to commit to investing your Capital for the six year Investment Term.
- ❖ You would like to receive income from your Capital.
- ❖ You would like to add to your investment from time to time or at regular intervals over the six year Investment Term.
- ❖ You do not want your returns dependent on stock market performance.
- ❖ You do not have a positive view of the FTSE 100 Index and the S&P 500 Index performance over the next six years.

Your questions

When is one of the UK Four deemed to have experienced a Credit Event?

An institution becomes subject to a Credit Event when an independent committee of CDS participants (the ISDA Credit Derivatives Determinations Committee) or (in the absence of such committee, on the basis of publicly available information), Societe Generale, determines that the institution has become subject to a Credit Event. Credit Events include, but are not limited to, the following:

- the institution is unable to pay its debts as they fall due, or fails to make, when and where due, any payment under one or more of its obligations;
- an insolvency official is appointed in relation to such institution or insolvency proceedings are taken with respect to the institution;
- the institution decides to restructure its debts and enters into a voluntary arrangement or a scheme of arrangement with its creditors, or reduces, postpones or defers any principal or interest payments due under one or more of its obligations in a form that binds all holders of such obligation, or
- the institution is forced by the Government to restructure its capital structure, including (but not limited to) a change in priority ranking among the holders of its obligations or a mandatory expropriation, transfer of ownership, conversion or exchange of its obligations.

What happens if one of the UK Four is subject to a Credit Event?

At maturity, the final value of your Plan will be calculated. If one of the UK Four has been subject to a Credit Event during the term, 25% of the final value will be at risk.

In order to determine how much you may receive back, the value of the affected 25% proportion will be multiplied by the Recovery Rate. The Recovery Rate may be zero, and therefore it may not be possible to recover any of the affected 25% proportion.

For example, based on an investment of £10,000 the table illustrates what you would receive back if one of the UK Four institutions was subject to a Credit Event and the Recovery Rate for that institution was determined to be 50%.

| | Exposure to the credit risk of each Financial Institution | Has a Credit Event Occurred? | Affected Proportion | Recovery Rate | Value at Maturity |
|-----------------------------|---|------------------------------|---------------------|---------------|-------------------|
| 1 | 25 % | Yes | £2,500 | 50 % | £1,250 |
| 2 | 25 % | No | £2,500 | n/a | £2,500 |
| 3 | 25 % | No | £2,500 | n/a | £2,500 |
| 4 | 25 % | No | £2,500 | n/a | £2,500 |
| What will you receive back? | | | | | £8,750 |

In this illustrative example, a Credit Event of one of the UK Four would lead to a loss of £1,250.

If the Recovery Rate is not available for the affected UK Four institution on the Plan Maturity Date, you may not receive any payment until after the Maturity Date of the Plan.

How is a Recovery Rate calculated?

The Recovery Rate is calculated by a committee established by The International Swaps and Derivatives Association (ISDA). In the unlikely event this committee fails to determine the Recovery Rate, Societe Generale will seek quotations from at least two leading dealers to determine the Recovery Rate. If no Recovery Rate can be established, the final Recovery Rate will be deemed to be zero.

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.

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.

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.wcgplc.co.uk/wcsi.

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 withdraw all or part of your investment early. However, you should be aware that the ability to withdraw early is not guaranteed and may result in a loss of Capital (see 'Early withdrawal and liquidity risk' on page 13). If you need to withdraw 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 withdraw less than £500 from your investment. An administrative charge of £90 will be deducted for each early withdrawal 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 Indices, or a rise in interest rates, can have a significant negative impact on their value.

If you hold your investment within an ISA account, and you withdraw from the Plan, please note that the proceeds will lose their ISA status if you instruct us to transfer the funds to your bank account. Alternatively, you can withdraw from the Plan and transfer the proceeds to another ISA manager, in which case, the tax benefits of the ISA will be retained.

Should you wish to transfer your ISA, you will need to contact your other ISA manager to arrange the transfer. Please note, we will deduct an administrative charge of £90 to sell your holding in the Plan and transfer your ISA, you may also be charged by the new ISA manager.

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 withdrawal may result in a loss of Capital.

What fees are payable?

Your financial adviser will give you information about any fees that are charged. 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.

What are the charges for this investment?

The costs associated with marketing, distribution and administering of the Plan have been allowed for in the calculation of returns the Plan is designed to pay. These charges will not exceed 1.91%.

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 withdraw your Plan prior to maturity. | £90.00 |
| If you wish to sell your ISA holding and transfer the proceeds 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 Societe Generale fails or becomes insolvent, or one of the UK Four is subject to a Credit Event, 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.

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

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.

2016/17 Stocks & Shares ISA investment

You can use your ISA allowance to invest from £10,000 to £15,240 for the 2016/17 tax year, provided that you have not already opened a Stocks & Shares ISA for the period 6 April 2016 to 5 April 2017.

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 investments. 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 UK & US Defensive Step Down Plan before completing an Application Form. If you do not understand any point, please ask your financial adviser for further information.

Terms and Conditions

Definitions:

- (i) **'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.
- (ii) **'Application Form'**: means the SG UK & US Defensive Step Down Plan (UK Four) Issue 1 application form for an Account and investment into the Plan.
- (iii) **'Associated Companies'**: means any agent with delegated authority under Clause 12 of these Terms and Conditions.
- (iv) **'Calculation Agent'**: means the calculation agent assigned by the Issuer of the Investments in order to determine the maturity proceeds of the investment.
- (v) **'Closing Level'**: means the official daily Closing Level of the Index as published by the Index Sponsor in relation to each Scheduled Trading Day during the Investment Term.
- (vi) **'Collateral'**: means a pool of assets consisting of Gilts, Investment Grade Bonds and/or equities comprising the FTSE 100 Index, the S&P 500 Index, the Nikkei 225 Index, the EuroStoxx 600 Index, the Hang Seng Index and the SMI Index, which is held with an independent custodian, The Bank of New York Mellon (Luxembourg), S.A.
- (vii) **'Credit Event'**: means a Credit Event as determined by ISDA Credit Derivatives Determinations Committee, or by the Calculation Agent acting in good faith. For more information, see page 15.
- (viii) **'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.
- (ix) **'Direct Account'**: means any part of the SG UK & US Defensive Step Down Plan (UK Four) Issue 1 which is not an ISA Account.
- (x) **'FCA'**: means the Financial Conduct Authority.
- (xi) **'FCA Handbook'**: means the FCA Handbook of Rules and Guidance as amended from time to time.
- (xii) **'Final Index Level'**: means the Closing Level of the FTSE 100 Index or the S&P 500 Index on the Investment End Date.
- (xiii) **'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.
- (xiv) **'Index'**: is either the FTSE 100 Index or the S&P 500 Index.
- (xv) **'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) and/or Standard & Poor's Financial Services LLC, a division of the McGraw-Hill Companies Inc.
- (xvi) **'Indices'**: means the FTSE 100 Index and the S&P 500 Index.
- (xvii) **'Initial Capital' or 'Capital'**: means the money that you initially subscribed to invest into the Plan.
- (xviii) **'Initial Index Level'**: means the Closing Level of the FTSE 100 Index or the S&P 500 Index on the Investment Start Date.
- (xix) **'Investments'**: means the securities the Plan Manager purchases and holds on your behalf under the Plan.
- (xx) **'Investment End Date'**: means 6 January 2023 or if such day is not a Scheduled Trading Day, the following day which is a Scheduled Trading Day.
- (xxi) **'Investment Objective'**: means the objective of securing the return described in the brochure to which these Terms and Conditions are attached.
- (xxii) **'Investment Start Date'**: means 6 January 2017, or if such day is not a Scheduled Trading Day, the following day which is a Scheduled Trading Day.
- (xxiii) **'Investment Term'**: means the period from the Investment Start Date to the Maturity Date.
- (xxiv) **'Issuer'**: means SG Issuer, the payment obligations of which are guaranteed by Societe Generale.
- (xxv) **'Maturity Date'**: means the date on which the Investments mature.
- (xxvi) **'Nominee'**: means WB Nominees Limited, a non-trading subsidiary of Walker Crips Stockbrokers Limited.
- (xxvii) **'Plan'**: means the SG UK & US Defensive Step Down Plan (UK Four) Issue 1, comprising the Investments subscribed for in your Account, as specified in your Application Form(s).
- (xxviii) **'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.
- (xxix) **'Prospectus'**: means the offering document relating to the securities issued by SG Issuer which form the Investments under the Plan.
- (xxx) **'Recovery Rate'**: means the percentage rate, as determined by The International Swaps and Derivatives Association (ISDA) or Societe Generale, used to calculate the value of the affected proportion of the Plan in the event that of any of the UK Four experience a Credit Event.
- (xxxi) **'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.
- (xxxii) **'S&P 500 Index'**: is a share index which represents the share price performance of 500 of the largest companies in the US (measured by market capitalisation) which are listed on the New York Stock Exchange (NYSE) or NASDAQ.
- (xxxiii) **'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.
- (xxxiv) **'UK Four'**: means Aviva plc, Barclays Bank plc, Lloyds Bank plc and HSBC Bank plc.
- (xxxv) **'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) The Plan is only eligible for Stocks & Shares ISA subscription. It is not eligible for cash ISA subscription. The maximum ISA subscription allowance for the tax year 2016/2017 is £15,240.

d) The Regulations provide that you may only subscribe to one Stocks & Shares ISA in any one tax year. You may subscribe to a cash ISA in the same tax year as you subscribe to a Stocks & Shares ISA, provided your combined subscription is not in excess of the maximum ISA subscription allowance.

e) You may transfer money saved in Cash ISAs into Stocks & Shares ISAs without affecting your annual Stocks & Shares ISA allowance. Cash ISAs transferred in this way will form part of your accumulated Stocks & Shares ISAs.

f) 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.

g) 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, 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, and documents of title if any will be kept in the custody of, the Nominee, who is not authorised under the Financial Services and Markets Act 2000 and for whose acts and omissions the Plan Manager accepts responsibility. Such documents shall not be lent to any third party and money may not be borrowed on your behalf against the security of those documents.

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 withdrawal 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 fails or becomes insolvent, or any the UK Four experience a Credit Event;
- ii) for any default by any securities depository with whom your Investments are deposited;
- iii) or 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.

b) Such events include, but are not limited to, the early closure or unannounced closure of a relevant exchange, disruption or interruption of trading of a relevant exchange, and suspension or limitation of trading of a relevant exchange.

c) Examples of adjustments that may need to be made include, but are not limited to, postponing taking the level of a relevant Index on the date which such event occurs, using an alternative method of calculating or estimating the value of a relevant Index or selecting an appropriate substitute index. This may include termination of the Investments. In the case of early and unscheduled termination 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);

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.

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If you have an administration or application query, please contact Walker Crips Structured Investments on **020 3100 8880**, email at **wcsi@wcgplc.co.uk** or by post at Finsbury Tower, 103–105 Bunhill Row, London EC1Y 8LZ, United Kingdom.

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