**Issue 1** | Closes 19 October 2018

1260 : KICK OUT
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# SG UK Step Down Kick-out Plan (UK3)

- Eight year term
- Potential kick-out from year two
- Potential return linked to the performance of the FTSE 100 Index
- Your investment is at risk if the Index is below 60% of its Initial Index Level on the Investment End Date

SOCIETE GENERALE

WALKERCRIPS
STRUCTURED INVESTMENTS

## This Plan is a structured investment plan provided and administered by Walker Crips. The Investments underlying the Plan are 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, accompanies 31 million clients throughout the world on a daily basis. Societe Generale's teams offer advice and services to individual, corporate and institutional customers.

Societe Generale is 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 trading name of Walker Crips Stockbrokers Limited, which is authorised and regulated by the Financial Conduct Authority, and is part of the Walker Crips Group plc.

Walker Crips Group plc is a UK financial services company, listed on the London Stock Exchange, which provides wealth management, pensions, stockbroking services and structured investment products. Through acquisitions, the company can trace its roots as far back as the 18th century, making it one of the City of London's oldest companies.

Walker Crips Structured Investments is a specialist division which provides carefully considered investment opportunities to investors through professional financial intermediaries. We do not ourselves give investment advice, instead we focus on the design and administration of our structured investments.

Combining the technical expertise and innovation of Societe Generale, with the experienced plan management and administration services of Walker Crips, we offer structured investment plans to UK investors through authorised intermediaries.

**This brochure has been prepared by Walker Crips Structured Investments. Neither Walker Crips Structured Investments nor Societe Generale offer investment advice or make any recommendations regarding investments. The information in this brochure does not constitute tax, legal or investment advice.**

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**Who is this Plan intended for?**

This Plan is designed for UK investors with the investment characteristics outlined in the section entitled ‘Is this Plan right for me?’ on page 12.

We can only accept applications to invest in this Plan where you have received a personal recommendation from a financial adviser.

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 Old Change House, 128 Queen Victoria Street, London, EC4V 4BJ, United Kingdom.

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

**Before investing, it is important that you read this brochure, including the Terms and Conditions, alongside the Key Information Document (KID) prepared by Societe Generale. 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.**

# At a glance

| | |
|---|---|
| **Product type** | Growth Kick-out |
| **Potential return** | 8.5% per annum |
| **Underlying Index** | FTSE 100 Index |
| **Investment Term** | The full Investment Term is eight years, however, the Plan has the potential to mature early (kick-out) from the second anniversary and annually thereafter. |
| **Kick-out feature** | If the Index is at or above the required level on an Anniversary Date, the Plan will mature early (kick-out) and repay your Initial Investment plus a defined return (as outlined on page 6). |
| **Step down feature** | The required kick-out level reduces each year from the fifth anniversary. |
| **Risk to your Initial Investment** | You will receive back significantly less than you invested if the Closing Level of the FTSE 100 Index is below 60% of its Initial Index Level on the Investment End Date. |
| **Counterparty risk** | The Counterparty for this Plan is Societe Generale. If Societe Generale were to fail or 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. |
| **Collateralisation** | To mitigate the risk of potential loss in the event that Societe Generale fails or becomes insolvent, the Plan is collateralised and exposed to the credit risk of the UK3. |
| **UK3** | The UK3 is comprised of HSBC Holdings plc, Lloyds Banking Group plc and Barclays plc |
| **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. |
| **Underlying Securities Information** | The underlying securities for this Plan are medium term notes issued by SG Issuer. |
| **ISIN** | GB00BFRNGJ77 |
| **Listing** | London Stock Exchange |

**This Plan is offered in the UK to persons aged 18 or over. 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).**

| | |
|---|---|
| **Application deadline** | 19 October 2018<br>(The offer period may close early if the Plan is fully subscribed) |
| **ISA transfer deadlines** | 28 September 2018 (Stocks & Shares ISA transfer)<br>5 October 2018 (Cash ISA transfer) |
| **Investment Start Date** | 26 October 2018 |
| **Anniversary Dates** | 26 October 2020<br>26 October 2021<br>26 October 2022<br>26 October 2023<br>28 October 2024<br>27 October 2025 |
| **Investment End Date** | 26 October 2026 |

| | |
|---|---|
| **Initial Index Level** | The Closing Level of the Index on the Investment Start Date. |
| **Final Index Level** | The Closing Level of the Index on the Investment End Date. |

| | |
|---|---|
| **Investment options** | Direct investment (individual and joint investment)<br>2018/19 tax year Stocks & Shares ISA investment<br>ISA transfer<br>SIPP (Self Invested Personal Pension)<br>SSAS (Small Self-Administered Scheme)<br>Trust, corporate and charity investment |
| **Minimum investment** | £10,000 |

**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 return

When you invest in the SG UK Step Down Kick-out Plan (UK3), repayment of your Initial Investment and any potential return is not guaranteed but is dependent on the performance of the FTSE 100 Index.

If, on an Anniversary Date, the FTSE 100 Index closes **at or above the required kick-out level** the Plan will end and your Initial Investment will be repaid to you, plus an accumulated return of 8.5% for each year that has elapsed since the Investment Start Date.

If, however, the FTSE 100 Index closes **below the required kick-out level** on an Anniversary Date, the Plan will continue to the next Anniversary Date.

**Where the Plan has not matured early and runs to the full eight year term, you will lose a significant proportion of your Initial Investment if the Final Index Level is below 60% of its Initial Index Level on the Investment End Date.**

**Investment Start Date:** 26 October 2018

| | | | What return will I receive from my investment in the Plan? |
|---|---|---|---|
| **Year 2:** 26 October 2020<br>Has the Index closed at or above the Initial Index Level? (NO ↓) | YES | Plan kicks out.<br>Your Initial Investment is repaid plus a defined return. | 17% |
| **Year 3:** 26 October 2021<br>Has the Index closed at or above the Initial Index Level? (NO ↓) | YES | | 25.5% |
| **Year 4:** 26 October 2022<br>Has the Index closed at or above the Initial Index Level? (NO ↓) | YES | | 34% |
| **Year 5:** 26 October 2023<br>Has the Index closed at or above **95%** of the Initial Index Level? (NO ↓) | YES | | 42.5% |
| **Year 6:** 28 October 2024<br>Has the Index closed at or above **90%** of the Initial Index Level? (NO ↓) | YES | | 51% |
| **Year 7:** 27 October 2025<br>Has the Index closed at or above **85%** of the Initial Index Level? (NO ↓) | YES | | 59.5% |

**Investment End Date:** 26 October 2026

| | | |
|---|---|---|
| Is the **Final Index Level** at or above **80%** of the Initial Index Level? (NO ↓) | YES | Your Initial Investment is repaid plus a return of 68% |
| Is the **Final Index Level** at or above **60%** of the Initial Index Level? (NO ↓) | YES | Return of your Initial Investment only |

**If the Final Index Level is below 60% of the Initial Index Level, you will receive back significantly less than you invested and no return from your Investment in the Plan.** Page 7 describes in detail the effect the Final Index Level may have on repayment of your Initial Investment and any accumulated returns.

# The risk to your Initial Investment

Where the Plan has not matured early and runs to the full eight year term, repayment of your Initial Investment and any return from your investment in the Plan will depend on the Final Index Level (the Closing Level of the FTSE 100 Index on the Investment End Date, 26 October 2026).

**There are three possible scenarios on the Investment End Date:**

- If the Final Index Level is **at or above 80%** of the Initial Index Level your Initial Investment will be repaid to you, plus a return of 68%.
- If the Final Index Level is **below 80%** of the Initial Index Level, **but at or above 60%** of the Initial Index Level, your Initial Investment will be repaid to you, but you will not receive a return from your investment in the Plan.
- If, however, the Final Index Level is **below 60%** of the Initial Index Level repayment of your Initial Investment will be reduced by 1% for every 1% the Final Index Level is below the Initial Index Level, and you will not receive a return from your investment in the Plan.

**The table below illustrates how your investment in the Plan would be affected by the Final Index Level on the Investment End Date.**

Please note that the Initial Index Level and the Final Index Levels used below are examples only. The actual Initial Index Level for the Plan will be determined on the Investment Start Date (26 October 2018).

| Initial Index Level | Final Index Level | Where is the Final Index Level in relation to the Initial Index Level? | Is the Final Index Level below 60% of the Initial Index Level? | How much of my Initial Investment will be repaid to me? | What return will I receive from the Plan? |
|---|---|---|---|---|---|
| 7500 | 9000 | 20% | No | 100% | 68% |
| 7500 | 7500 | 0% | No | 100% | 68% |
| 7500 | 6000 | -20% | No | 100% | 68% |
| 7500 | 5925 | -21% | No | 100% | 0% |
| 7500 | 5250 | -30% | No | 100% | 0% |
| 7500 | 4500 | -40% | No | 100% | 0% |
| 7500 | 4425 | -41% | Yes | 59% | 0% |
| 7500 | 2625 | -65% | Yes | 35% | 0% |
| 7500 | 1875 | -75% | Yes | 25% | 0% |
| 7500 | 0 | -100% | Yes | 0% | 0% |

# 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 security. Effectively, it is a type of loan provided to Societe Generale for the duration of the Plan in return for your exposure to the features of the Plan designed to offer the potential the 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.

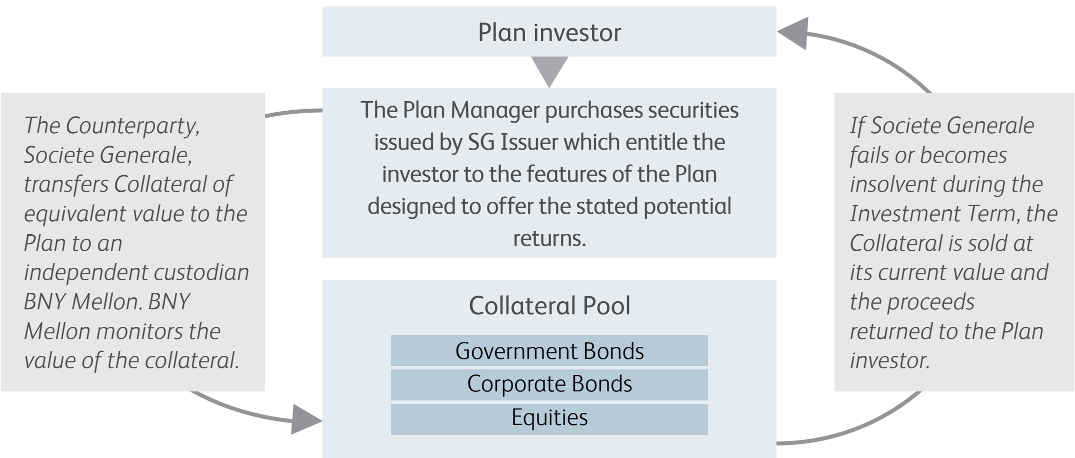
As the payment obligations of the Issuer are guaranteed by Societe Generale, the return of your Initial Investment and payment of any returns described in this brochure are subject to the continued solvency of Societe Generale.

**Collateral**

In order to mitigate the risk of loss in the event of failure or insolvency of Societe Generale, the collateralisation feature of the Plan places a pool of assets equivalent in value to the market value of the Plan (the "Collateral") with an independent custodian in an account which is segregated from Societe Generale's assets.

The Collateral, which is composed 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. The Collateral is monitored by the custodian to ensure that its value remains sufficient to meet the market value of the Plan.

Should Societe Generale 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 following the failure or insolvency of Societe Generale, it may be insufficient to cover your Initial Investment. **In the event of the failure or insolvency of Societe Generale, therefore, you could lose all or part of your investment, regardless of the performance of the underlying Index.**



# The UK3

The UK3 feature subjects the Plan to the credit risk of three of the largest banks in the FTSE 100 Index; HSBC Holdings plc, Lloyds Banking Group plc and Barclays plc.

**If any of the UK3 were to experience a Credit Event during the Investment Term, the final value of your investment is at risk at maturity.**

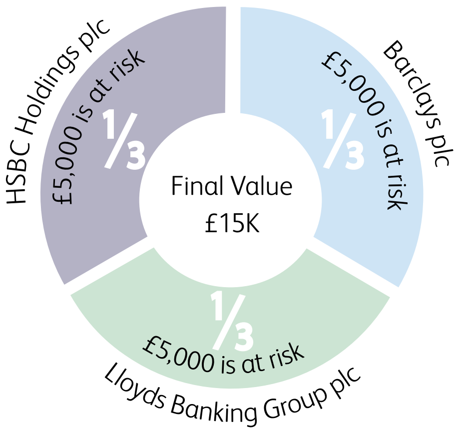
A Credit Event occurs when a financial institution becomes insolvent, defaults on its payment obligations, experiences a restructuring of its debt obligations in a manner that is detrimental to creditors, or is subject to government intervention.

Credit risk is spread evenly across the three banks, meaning that one third of your investment is at risk should any one of the UK3 be subject to a Credit Event during the Investment Term.

**If all of the UK3 were to experience a Credit Event during the Investment Term, your entire investment is at risk at maturity.**

On the Investment End Date, the final value of your Plan will be calculated. If one of the UK3 has been subject to a Credit Event during the Investment Term, one third of the final value of the Plan will be at risk. The precise amount you will receive will depend on the Recovery Rate assigned to the affected UK3 bank at that time. Where no Recovery Rate is available on the Investment End Date, payment of the recovered amount may be delayed.

**If, for example, the final value of your investment was £15,000, £5,000 is at risk for each of the banks comprising the UK3.**




**If one of the UK3 experienced a Credit Event during the Investment Term, the Recovery Rate assigned to the affected bank will be applied to £5,000 of the final value of your investment (i.e. one third).**

Please see the section entitled "When is one of the UK3 deemed to have experienced a Credit Event" on page 16 for further detail.

Within the past ten years, the UK has experienced two senior Credit Events, notably, the failure of Bradford & Bingley in 2008 and the restructure of Northern Rock in 2011.

# Credit ratings

As repayment of your Initial Investment and any potential return described in this brochure is linked to the continued solvency of Societe Generale and the UK3 (HSBC Holdings Plc, Lloyds Banking Group Plc and Barclays Plc), it is important to consider the creditworthiness of each entity and the likelihood that they may experience a Credit Event.

Credit ratings are a means of evaluating an institution's creditworthiness. Credit ratings are assigned by independent organisations known as credit rating agencies. The three main credit rating agencies are Moody's, Standard & Poor's and Fitch Ratings.

At the time of publication of this brochure (24 August 2018), each entity was rated as follows by the three main credit rating agencies.

| The UK3 | Moody's Rating | S&P Rating | Fitch Rating |
|---|---|---|---|
| HSBC Holdings Plc | A2 | A | AA- |
| Lloyds Banking Group Plc | A3 | BBB+ | A+ |
| Barclays Plc | Baa3 | BBB | A |
| **The Counterparty** | | | |
| Societe Generale | A1 | A | A+ |

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 credit ratings of the Counterparty or of any of the UK3 may have changed since the publication of this brochure.

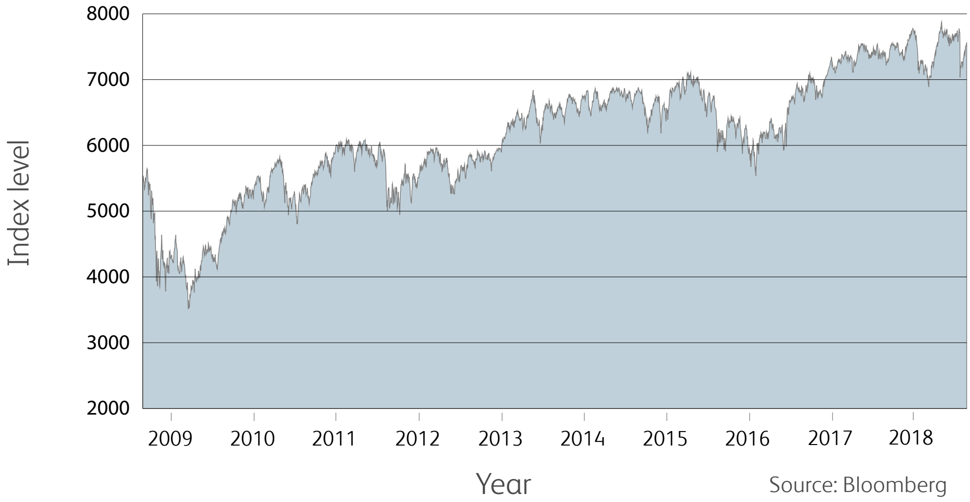
For current information on credit ratings, please visit our website at www.wcgplc.co.uk/wcsi. For further information on credit ratings or other methods of assessing the strength of an institution, please consult your financial adviser.

Although the risk to your Initial Investment is linked to the UK3, neither the Plan nor the underlying securities are sponsored or endorsed by the banks comprising the UK3. They have not entered into any financial commitment with the Plan or the securities and are under no obligation to undertake any regulated activity in relation to the Plan or the securities.

# About the FTSE 100 Index

Your money is not invested directly into the FTSE 100 Index. However, as repayment of your Initial Investment and any return you may receive from the Plan 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 price 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 plc, HSBC Holdings plc and Vodafone plc. It is a price index which means that it is based solely on share prices and does not take into account returns from dividends.



Source: Bloomberg

**Based on an example**, if the Initial Index Level for the FTSE 100 Index was 7500, the table below illustrates the required level of the Index on the corresponding Anniversary Dates for the Plan to produce the returns detailed on page 6.

| Anniversary (year) | FTSE 100 Index level | |
|---|---|---|
| 2 | 7500 | Initial Index Level |
| 3 | 7500 | Initial Index Level |
| 4 | 7500 | Initial Index Level |
| 5 | 7125 | 95% of Initial Index Level |
| 6 | 6750 | 90% of Initial Index Level |
| 7 | 6375 | 85% of Initial Index Level |
| 8 (Investment End Date) | 6000 | 80% of Initial Index Level |

In this example, you would get back less than you invested if the FTSE 100 Index closed below 4500 (60% of the Initial Index Levels) on the Investment End Date.

**The Index can fall as well as rise and past performance is not a reliable indicator of future performance.**

**Irrespective of the performance of the FTSE 100 Index, your Initial Investment and the potential returns from the Plan are at risk if Societe Generale were to fail or become insolvent or any of the UK3 were to experience a Credit Event during the Investment Term.**

# Is this Plan right for me?

The Plan is designed to meet the investment objectives of a target market of investors with particular investment characteristics. It is important that you speak with a financial adviser to determine whether the Plan may be suitable for your individual situation.

✓ **The Plan MAY be suitable for you if you:**

Understand the specific features and risks highlighted in the Plan documentation and are able to make an informed investment decision based on the information provided within the authorised documentation, including this brochure and the Key Information Document (KID);

Understand how the Plan works and that your return will be based on predetermined calculations;

Understand that you will lose, and are able to withstand the loss of, more than 40% of your Initial Investment if the Final Index Level of the Index is below 60% of the Initial Index Level on the Investment End Date;

Are looking for a potential return from your Initial Investment, payable at the end of the Investment Term, and do not require an income from your Initial Investment throughout the Investment Term;

Understand that any potential return is determined by the Closing Level of the FTSE 100 Index at specified dates throughout the Investment Term;

Understand that you will receive no return at all where the Final Index Level of the FTSE 100 Index is below 80% of the Initial Index Level;

Are prepared to accept the Counterparty risk of Societe Generale. If Societe Generale defaults you understand that you could lose your Initial Investment and any potential returns due to you, and you will not have recourse to the FSCS;

Are prepared to accept the credit risk of the UK3 (HSBC Holdings plc, Lloyds Banking Group plc and Barclays plc). If any of the UK3 experiences a Credit Event during the Investment Term you understand that a proportion of your investment proceeds are at risk on the Investment End Date, and you will not have recourse to the FSCS;

Understand the Investment Term and you will not need access to your Initial Investment for eight years. You have other readily accessible funds available to meet your immediate financial needs and for emergencies;

Accept the possibility that the Plan may mature early if certain conditions are met;

Understand that if the Index performs 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 FTSE 100 Index;

Have a positive view of the performance of the FTSE 100 Index over the next eight years;

Have a minimum of £10,000 to invest.

**✘ The Plan MAY NOT be suitable for you if you:**

Are unable to make an informed investment decision based on the information provided within the authorised documentation, including this brochure and the Key Information Document (KID);

Are unsure how the Plan works or how the potential returns are calculated;

Cannot afford to put your Initial Investment at risk, or are uncomfortable in putting your Initial Investment at risk;

Are not prepared to accept the Counterparty risk of Societe Generale;

Are not prepared to accept the credit risk of the UK3 (HSBC Holdings plc, Lloyds Banking Group plc and Barclays plc);

Do not have other readily accessible funds available to meet your immediate financial needs and for emergencies;

Are unable to commit to investing your Initial Investment for the eight year Investment Term;

Would like to receive income from your Initial Investment during the Investment Term;

Would like to add to your investment from time to time or at regular intervals over the Investment Term;

Do not want your potential returns to be dependent on stock market performance;

Do not have a positive view of the performance of the FTSE 100 Index over the next eight years.

# Important points and risks

Your Initial Investment is at risk and you could lose some or all of the amount invested. You should seek financial advice to ensure you understand the following risks associated with the Plan and to determine whether an investment in the Plan is suitable for your circumstances.

**Counterparty risk**

- In the event that Societe Generale fails or becomes insolvent you could lose some or all of your Initial Investment and any returns due to you.
- If any one of the UK3 is subject to a Credit Event during the Investment Term, one third of your investment will be at risk for each of the UK3 institutions that has experienced a Credit Event. The amount that you receive back will depend on the Recovery Rate (if any) determined for each affected UK3 institution.
- In the case that one of the UK3 experiences a Credit Event during the Investment Term, repayment of your Initial Investment and any return generated by the Plan may be delayed if no Recovery Rate is available on the Investment End Date.
- As with all similar structured investments, in the event of Counterparty or Issuer 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 a potential return which is dependent on the performance of the FTSE 100 Index. A return on your Initial Investment is not guaranteed. In order to achieve the stated level of return, your Initial Investment will be put at risk. If the Final Index Level is below 60% of its Initial Index Level, you will lose more than 40% of your Initial Investment and you will not receive a return from your investment in the Plan.
- The Plan is subject to a maximum potential return. It tracks the performance of the FTSE 100 Index but does not invest directly in the shares of any of the companies of the underlying Index 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 money.
- The SG UK Step Down Kick-out Plan (UK3) gives you the potential to benefit from a defined return dependent on the performance of the FTSE 100 Index; however, any return you receive 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 products, the Plan is not designed to be bought and sold on a secondary market but is intended to be held by the purchaser for the full Investment Term. 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 Initial Investment for the full eight year Investment Term. Early withdrawal may result in a reduction in the amount of your Initial Investment repaid to you and you will not receive any return on your Initial Investment.

# 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.

### 2018/19 Stocks & Shares ISA investment

You can use your ISA allowance to invest from £10,000 to £20,000 for the 2018/19 tax year, provided that you have not already opened a Stocks & Shares ISA for the period 6 April 2018 to 5 April 2019.

### 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 SG UK Step Down Kick-out Plan (UK3) before completing the Application Form. If you do not understand any point, please ask your financial adviser for further information.**

# Frequently asked questions

**When is one of the UK3 deemed to have experienced a Credit Event?**

An institution becomes subject to a Credit Event when 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:

a) 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;

b) an insolvency official is appointed in relation to such institution or insolvency proceedings are taken with respect to the institution;

c) 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

d) 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 UK3 is subject to a Credit Event?**

On the Investment End Date, the final value of the Plan will be calculated. If one of the UK3 has been subject to a Credit Event during the Investment Term, one third of the final value will be at risk.

In order to determine how much you may receive back, the value of the affected one third proportion will be multiplied by the Recovery Rate. Where the Recovery Rate is zero, it may not be possible to recover any of the affected one third proportion.

For example, based on a maturity value of £15,000 on the Investment End Date, the table below illustrates what you would receive back if one of the UK3 banks was subject to a Credit Event and the Recovery Rate is determined to be 50%.

| | Proportion of final value exposed to credit risk of each bank | Value of proportion exposed to credit risk of each bank | Has a Credit Event occurred? | Recovery Rate | Final value returned |
|---|---|---|---|---|---|
| 1 | 1/3 | £5,000 | **Yes** | 50% | £2,500 |
| 2 | 1/3 | £5,000 | No | N/A | £5,000 |
| 3 | 1/3 | £5,000 | No | N/A | £5,000 |
| | Total maturity proceeds received | | | | £12,500 |

In this illustrative example, a Credit Event of one of the UK3 would lead to a loss of £2,500. If the Recovery Rate is not available for the affected UK3 bank on the Investment End Date, payment of your maturity proceeds may be delayed.

**How is the 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 five 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.

**What is the Key Information Document (KID)?**

The KID is a regulatory document prepared by Societe Generale which is designed to assist investors in making informed investment decisions by providing accessible key information for comparable investment products. To ensure consistency, the format and content of the KID is prescribed by regulation. The KID for this Plan is available on our website at www.wcgplc.co.uk/wcsi or via your financial adviser.

**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 is accepted, we will write to you with details of your Plan. We will send you quarterly statements until the end of the Investment Term 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.

**Can I change my mind?**

Yes. When your application and payment is accepted, 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 withdraw my money?**

If your circumstances change and you need access to your money prior to the end of the Investment Term, 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 reduction in the amount of your Initial Investment repaid to you (see 'Early withdrawal and liquidity risk' on page 9).

If you need to withdraw all or part of your Plan before the end of the Investment Term, we must receive your clear instruction in writing. We are unable to accept an instruction to withdraw less than £500 from the Plan. 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 Index, 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 new 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, and you may also incur a charge from the new ISA manager.

**What happens at the end of my investment?**

Shortly before the Investment End Date, we will write to you outlining your options. Your maturity proceeds will be applied to your Walker Crips Account within 15 business days of the Investment End Date, subject to timely receipt of funds from the Issuer. If any of the UK3 experienced a Credit Event during the Investment Term, receipt of funds from the Issuer and application of the funds to your Walker Crips Account may be delayed where no Recovery Rate is available on the Investment End Date.

# Frequently asked questions (continued)

**What happens if I die?**

If you die during the Investment Term, 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 from the Plan may result in a reduction in the amount of the Initial Investment repaid.

**What fees are payable?**

Your financial adviser will provide you with information about any fees that they charge. Adviser Charges can be settled directly with your financial adviser or, upon your written instruction within the Application Form, we can facilitate payment to your adviser by deducting the Adviser Charge from the funds you send to us and paying this amount to your financial adviser on your behalf.

**Are Walker Crips charging me for this investment?**

The costs associated with marketing, distribution and administering the Plan are not deducted from your Initial Investment but are factored into the structure of the Plan and the returns the plan is designed to pay. These charges are expected to equate to 1.75% of your Initial Investment. The Issuer's charges are outlined in the KID.

There will be no charges to withdraw cash balances 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 withdraw your investment in the 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, Old Change House, 128 Queen Victoria Street, London, EC4V 4BJ, United Kingdom or compliance@wcgplc.co.uk. Alternatively, you can call us on 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).

**Are there compensation arrangements?**

Before the Investment Start Date, and after the Investment End Date, Walker Crips will hold your money in a segregated client money account with a UK regulated bank. This money is protected in accordance with the FCA's client money rules.

In the event that Walker Crips becomes insolvent, your money cannot be accessed by creditors or the bank itself. If the bank holding your money 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 £85,000 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.

During the Investment Term, your money is not held by Walker Crips, it is invested in the Plan and exposed to the credit risk of Societe Generale and the UK3. If Societe Generale becomes insolvent or any of the UK3 experiences 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.

# Terms and Conditions

**Definitions:**

**'Account'**: means your Walker Crips Account, or ISA Account, which is in your name and that holds your investments and cash.

**'Adviser Charge'**: means the fee agreed with your financial adviser in remuneration for the personal recommendation received prior to submission of an Application Form.

**'Anniversary Date'**: means the dates provided on page 5 on which the Plan has the potential to mature early.

**'Application Form'**: means the SG UK Step Down Kick-out Plan (UK3) application for subscription to invest in the Plan.

**'Calculation Agent'**: means the entity assigned by the Issuer to determine the price of the Plan.

**'Closing Level'**: means the official daily closing level of the FTSE 100 Index as published by the Index Sponsor.

**'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 Euro Stoxx 600 Index, the Hang Seng Index and the SMI Index, which is held with an independent custodian, Bank of New York Mellon (Luxembourg), S.A.

**'Counterparty'**: means Societe Generale.

**'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.

**'Direct Account'**: means any Account which is not an ISA Account.

**'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.

**'Index'**: is the FTSE 100 Index.

**'Initial Investment'**: means the amount that you initially subscribed to invest into the Plan.

**'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 Index Level'**: means the Closing Level of the FTSE 100 Index on the Investment Start Date.

**'Investment End Date'**: means 26 October 2026, or if such day is not a Scheduled Trading Day, the following day which is a Scheduled Trading Day.

**'Investment Start Date'**: means 26 October 2018, 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 SG Issuer, the payment obligations of which are guaranteed by Societe Generale.

**'Key Information Document (KID)'**: means the document prepared by Societe Generale, to enable an investor to compare the key features, risk, rewards and cost of the securities underlying the Plan.

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

**'Plan'**: means the SG UK Step Down Kick-out Plan (UK3), comprising the securities subscribed for in your Account, specified in your Application Form.

**'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.

**'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 any of the UK3 experience a Credit Event.

**'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.

**'Rules'**: means the rules and guidance as provided in the FCA Handbook, as amended from time to time.

**'Scheduled Trading Day'**: means a day on which the London Stock Exchange or other relevant exchange is scheduled to be open for trading.

**'UK3'**: means HSBC Holdings plc, Lloyds Banking Group plc and Barclays plc.

**'Walker Crips'**: means as appropriate, Walker Crips Stockbrokers, Walker Crips Structured Investments or the Nominee.

These Terms and Conditions, together with the Application Form and any additional documents you are requested to accept, set out the contractual basis on which the Plan Manager provides its services to you. You should read these Terms carefully and contact us in the event that there is anything contained in these Terms that you do not understand or agree to.

**1. Your application**

a) On receipt of a duly completed Application Form and payment 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.

**2. ISA Accounts**

a) 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 be arranged with the existing ISA manager(s) upon your written instruction to the Plan Manager. Once the cash from the existing ISA account(s) has been transferred, your ISA Account will be subject to these Terms and Conditions.

b) An ISA Account will be opened in your name only. You cannot invest in an ISA in joint names.

c) 'ISAs' can be either Cash (which includes Help to Buy ISAs), Stocks & Shares, Innovative Finance or Lifetime ISAs. This Plan is only eligible for Stocks & Shares ISA subscription. The Regulations provide that you may not subscribe more than the overall subscription limit in total to any combination of permitted ISAs in the same tax year and that you may only subscribe to one Stocks & Shares ISA in any one tax year.

d) You may transfer a Cash ISA(s) into a Stocks & Shares ISA without affecting your annual Stocks & Shares ISA allowance. Cash ISAs transferred in this way will form part of your accumulated Stocks & Shares ISA.

e) You agree to promptly notify the Plan Manager of any change in address or in UK taxation status which may render you ineligible to subscribe further to your ISA. You agree to notify the Plan Manager immediately if you cease to be a UK resident for tax purposes, or if being a non-resident, you cease to qualify as a Crown servant, or spouse of a Crown servant.

f) 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 will not accept any further amounts into an ISA Account if the Regulations no longer give you the right to invest in that ISA Account.

**3. Cancellation**

a) The Plan Manager will give you the right to cancel your Plan within 14 days of its acceptance of your Application Form and payment. You will be informed of your right to cancel in documents that the Plan Manager sends you upon acceptance of your subscription to invest. Alternatively, you can write to Walker Crips Structured Investments, Old Change House, 128 Queen Victoria Street, London, EC4V 4BJ, United Kingdom. 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, the amount of your Initial Investment repaid to you will be adjusted to reflect the market value of the securities (if applicable). You may 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.

**4. Client categorisation**

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

**5. Anti-money laundering**

The Plan Manager is responsible for compliance with the UK anti-money laundering regulations and the Rules. You may be asked for proof of identity and address, source of funds, and evidence of banking details 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.

**6. 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 the FCA client money rules in the FCA Handbook, 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 Financial Services Compensation Scheme (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 between all clients. However, eligible claimants may benefit from the protection of the FSCS in relation to the first £85,000 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 allocated but unclaimed maturity funds as client money, in accordance with the FCA client money rules, for a period of at least six years from the end of the Plan. No interest will be accrued on allocated but unclaimed funds during this period.

**7. Investment in the Plan**

a) Your investment in the Plan is an agreement with the Plan Manager to purchase securities for your Account which are structured to match the investment features described in the brochure.

b) The securities will be exercised and your investment will mature on one of the specified Anniversary Dates or on the Investment End Date. The Plan Manager will contact you prior to maturity to inform you of any action required by you. The Plan Manager may, at its discretion, pay maturity proceeds to you by transferring the funds into the bank or building society account from where the Initial Investment originated. In this event, you will be informed in writing by the Plan Manager.

c) Your investment in the Plan will be registered collectively with other investors' investments in the Plan in the name of the Nominee. Whilst the Nominee will be the legal owner of the investments in its name, at all times during the continuance of the Plan, you will remain the beneficial owner of your investment in the Plan. The Plan Manager accepts responsibly for any acts or omissions of the Nominee.

d) Investments held in the name of the Nominee will not be lent to any third party and money will not be borrowed on your behalf against the security of your investment. Your investment in the Plan must not be used as security for a loan. You may not dispose of or transfer an interest in your investment in the Plan, and may not create (or have outstanding) any charge or security on or over any Investment.

e) Your investment in the Plan will be recorded and separately identified by the Plan Manager. However, 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 Plan may be shared pro rata among all investors in the Plan.

**8. Information to clients**

a) The Plan Manager will supply you with a statement of your investments on a quarterly basis.

b) The Nominee will hold the voting rights (if any) in relation to the securities underlying the Plan. The Nominee will have the right to exercise such voting rights (or abstain from exercising them) at its discretion.

**9. 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 Rules or Regulations or if you are in breach of the Rules or 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 to it.

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 would like the proceeds from the disposal of your investment to be paid directly to you or to be transferred to another Plan Manager. Upon acceptance of your clear instruction we will sell your holding. There is a restricted secondary market and you may get back less than you invested in the Plan. 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 account to you for the proceeds of sale of your investment in the Plan, save that it will be entitled to retain any funds required to satisfy any outstanding amounts due to it by you.

**10. Taxation**

a) You have sole responsibility for the management of your tax and legal affairs, including all applicable tax filings and payments and for complying with all applicable laws and regulations. We have not and will not provide you with tax or legal advice and we recommend that you obtain your own independent tax and legal advice tailored to your individual circumstances.

b) We do not warrant or guarantee the continuing tax effectiveness of any product, investment, mechanism or wrapper, and you accept that governmental regulation and attitudes to taxation can change and that this may affect investment outcomes.

c) Fees and charges may be subject to VAT in accordance with prevailing legislation and may be applied without notice.

**11. 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 investment in the Plan until instructions are received from your personal representatives. Your personal representatives can sell your investment in the Plan or transfer it to your beneficiaries. The Plan Manager is entitled to deduct any withdrawal fees.

**12. Charges**

a) The Plan Manager's charges for servicing the Plan are paid by the Issuer to the Plan Manager on the Investment Start Date. These charges equate to a percentage of your Initial Investment but they do not reduce the amount of your Initial Investment invested in the Plan. Any returns you receive from the plan are calculated on your Initial Investment and are paid to you once the Plan has matured. The Plan Manager will not deduct any fees from your investment during the Investment Term or at maturity.

b) If you exercise your cancellation rights, you will not incur any charges. Where you exercise your cancellation rights after the Investment Start Date, you will not incur any charges but the amount of your Initial Investment repaid to you will be adjusted to reflect the current value of the securities underlying the Plan, as determined by the Calculation Agent.

c) If you withdraw your investment from the Plan after the cancellation period but before the Plan matures, a charge of £90 will be deducted from the proceeds of the sale of your investment in the Plan.

d) It is possible that you may be liable to pay additional taxes or costs that are not paid, nor imposed, by us.

e) Where we receive your written request for us to facilitate payment of your Adviser Charge to your financial adviser, you acknowledge and agree that it is a facilitation service only; the Plan Manager has no influence over, nor any responsibility for, the advice provided, or any ongoing obligation with regards to future charges payable to your financial adviser. You acknowledge that any rebate of your adviser charge for whatsoever reason is a matter between you and your adviser directly and will not involve the Plan Manager, nor will the Plan Manager facilitate such rebate.

f) The Adviser Charge will be deducted from the funds you send to us on application to invest in the Plan. The balance will be your Initial Investment.

**13. Liability**

a) The Plan Manager will maintain insurance cover to cover you for, amongst other things, misappropriation of funds or securities by any employee of the Plan Manager.

b) The Plan Manager may employ agents in connection with the services it is to provide and will satisfy itself that any person to whom it delegates any of its functions or responsibilities 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.

c) Your entitlement under the Plan is dependent on the exact terms of issue of the securities underlying the Plan. These may contain provisions allowing for (a) adjustments to the timing of calculation of entitlements and (b) the termination of the securities, including (without limitation) in circumstances where the Counterparty is in default. The prospectus for the securities is available upon request from the Counterparty or the Plan Manager. No provision in these Terms and Conditions 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 will not be liable to you:

i) if the Issuer fails or becomes insolvent, or any of the UK3 experience a Credit Event during the Investment Term;

ii) for any default by any depository with whom your investment is deposited, other than the Nominee;

iii) for any loss, depreciation or fluctuation in the value of the securities underlying the Plan, except as a result of fraud, negligence or wilful default by the Plan Manager;

iv) for any adjustments or terminations provided for in the prospectus for the securities underlying the Plan;

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 the Plan.

**14. 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 securities 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 disruption 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 the Index on the date which such event occurs, using an alternative method of calculating or estimating the value of the Index or selecting an appropriate substitute index. This may include termination of the securities. In the case of early and unscheduled termination it is possible that you will receive back less than you invested in the Plan.

**15. Conflicts of interest**

We take all appropriate steps to identify conflicts between Walker Crips and our clients, and between one client and another. We maintain and operate effective organisational and administrative arrangements designed to prevent and manage conflicts of interest that pose a material risk of damage to client interests, including a comprehensive Conflicts of Interest Policy which defines the steps that we take to identify, prevent, manage, mitigate and/or disclose conflicts of interest when providing various investment and other services. We will disclose any conflicts that cannot be managed effectively and will maintain records of our services and activities in which conflicts have arisen or may arise. Where we determine that we are unable to manage a conflict of interest to protect a client's interest, we may decline to act on behalf of a client. For further details of how we identify, prevent, manage, mitigate and otherwise avoid any potential conflicts of interest that WCSB might face, in light of the services we offer, please see a summary of our Conflicts of Interest policy available at www.wcgplc.co.uk/Legal/Policies.

**16. Data protection**

We will process personal data provided to us by you or third party intermediaries pursuant to the Data Protection Act 1998 and the General Data Protection Regulation (GDPR) (EU) 2016/679. We will use this information for the administration and servicing of your investments and to ensure compliance with our obligations under the UK regulatory regime. We may disclose the information to our agents and service providers. By submitting personal data you are consenting to such data being processed for the purposes referred to above. You agree that Walker Crips may use and store data on its internal systems and to transfer it (if applicable) to its associated companies for the purposes of providing services to you.

**17. 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 (FSCS). Most types of investment business are covered and the maximum compensation is £50,000. Further information and eligibility criteria is available at www.fscs.org.uk. If the performance of the Plan does not match any illustrated benefits there will not, for that reason alone, be any entitlement to any compensation under the FSCS.

**18. Complaints**

In the event that you have a complaint, you are requested to contact our Compliance Department by email at compliance@wcgplc.co.uk or call us on 020 3100 8800. Your complaint will be handled in accordance with our internal complaints procedure, a copy of which is available to you upon request. If you are dissatisfied with our response and you are an Eligible Complainant, you have the right to refer your complaint to the independent Financial Ombudsman Service (FOS) free of charge. You can write to the Financial Ombudsman Service at Exchange Tower, London, E14 9SR or they can be contacted at telephone number 0800 023 4567, switchboard 020 7964 1000, or emailed at complaint.info@financial-ombudsman.org.uk. Further information can be found on the Financial Ombudsman Service website at www.financial-ombudsman.org.uk.

**19. Governing law**

These Terms and Conditions shall be governed by and construed in accordance with English law and will become effective on acceptance by the Plan Manager of your signed Application Form. You irrevocably agree that the courts of England shall have exclusive jurisdiction to hear and decide any suit, action or proceedings, and/or to settle any disputes, which may arise out of or in connection with these Terms and Conditions and, for these purposes, you irrevocably submit to the jurisdiction of the courts of England;

**20. Amendments to these Terms and Conditions**

a) We may vary these Terms and Conditions or the characteristics of any of our services at any time for the following reasons, subject to the conditions below:

i) we may make a variation in order to comply with the Rules or Regulations (or the way they are applied), or with relevant accepted market custom and practice.

ii) we may make a variation with a view to improving or extending the service that we offer.

b) 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.

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 |
| Post | Walker Crips Structured Investments, Old Change House, 128 Queen Victoria Street, London, EC4V 4BJ United Kingdom |

WALKER CRIPS
STRUCTURED INVESTMENTS

www.wcgplc.co.uk/wcsi
020 3100 8880