

Reyker Securities plc group – Supplementary Terms and Conditions of Business for Structured Products

Terms and Conditions of Business (T&Cs) for Structured Products (excluding Merchant) and Structured Deposits and similar investment instruments, to be read and applied in conjunction with the Reyker Securities plc group General Terms and Conditions of Business. In the case of ambiguity or conflict in respect of Structure Products, these supplementary T&Cs shall prevail.

Issue dated 5 April 2015 and supersedes all previous T&Cs relating to Structured Products. These T&Cs are only applicable to retail Client investors: different T&Cs may apply to intermediaries, corporate clients and professional counterparties. These Terms are only applicable to Investors who hold, or are applying to hold, a Structured Product within your Account with Reyker. This will include cancelled, redeemed and matured Structured Products, but not matured proceeds which have been reinvested into an Investment other than a Structured Product held with Reyker.

In addition to our T&Cs we also provide a Schedule of Fees and Charges on our website www.reyker.com and these are regarded as part of our T&Cs and contractually binding. Current published fees and charges always supersede previous versions subject to any notice period having elapsed where relevant. We do not post paper copies of T&Cs to clients unless specifically requested. The current version is always available on-line and can be downloaded as a printable PDF document, and Clients are informed that this is where they should obtain T&Cs. When we make changes to T&Cs we notify Clients of principal changes in other correspondence, usually when your half year portfolio valuation is sent out, and we provide a link to the on-line location.

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1. Definitions

Brochure: The brochure applicable to the specific Structured Product you are investing in.

Calculation Agent: A third party or bank or counterparty that calculates the maturity value, return and yield of a Plan, plus determining whether certain market events have happened that affect that the final maturity value, including a possible Kick Out, and any necessary market adjustment to the terms of the Investment or Plan.

Counterparty: As stated in the Brochure.

Kick Out or Early Exit or Autocall: As defined in the Brochure.

Market Disruption Event: A market disruption event as determined by the Calculation Agent, acting in good faith and in a commercially reasonable manner, in accordance with the terms and conditions of the Prospectus of the underlying investment.

Maturity or Maturity Date: The date on which the maturity amount will be available for repayment or if there has been a Kick Out, and as stated in the Brochure.

Plan: The Structured Product or Structured Deposit investment you have made or applied for.

Plan Manager: The plan manager as outlined in your promotional brochure unless otherwise stated.

Strike Date or Start Date: The date on which Reyker will place an Investment in, for example, a Plan.

Structured Deposit: The deposit acquired, or to be acquired, by the Plan Manager which has the features described in the Brochure. Structured Deposits will be held in a bare trust on behalf of beneficial owners.

Structured Product or Security: The note or warrant or other form of security acquired, or to be acquired, by the Plan Manager which has the features described in the Brochure.

Subscription or Initial Investment: Sums paid by you to Reyker or sums previously held for you by another provider which have now been transferred to Reyker.

Underlying or Index: The level of the Index or Indices or the value of the securities or other instruments or Investments that form

part of the features and / or the structure of your Investment as described or indicated in the Investment Application Pack or Brochure.

2. Application and Subscription

2.1 By applying to Reyker, you confirm you have read and understood and accepted the risks as outlined in the Brochure and our T&Cs.

2.2 Where an investment product or Plan specifies a minimum investment you must invest at least this sum. If you subscribe less than this, your money will be held on non-interest bearing deposit pending further investment or other instructions.

2.3 Some Plans specify a maximum investment limit and you may not invest more than this. Any surplus will be held as a non-interest bearing deposit pending alternative investment or other instructions.

3. Ineligible Investors

3.1 It is not permissible for certain investors to purchase or invest in some of our Products or Plans. In particular there may be Investment prohibitions for citizens of the United States of America and certain other countries. Prohibited investors include, but are not limited to, those outlined in the Brochure.

3.2 You must not breach any Investment prohibitions that apply in your country of residence or domicile, and if you do so any Investments you have made will be void or voidable. You will be solely responsible for any losses, including consequential losses, and any costs arising from this. No interest will be paid on void or voidable investments.

4. Plan Returns

4.1 Any income due on your account will be paid out to the bank details we hold on file for you (subject to the amount being paid be a practical minimum of £10). This will usually be paid within 10 working days of us receiving irrevocably cleared funds. If we do not hold bank details on file for you, your income will be held on your account pending instruction and, at our option, identification and verification checks.

4.2 It may be possible to redeem your Plan. This is subject to the willingness of the counterparty bank and any dates outlined in the Brochure.

4.3 We reserve the right to aggregate the redemption of your Plan. This may affect the price your Plan is redeemed for.

4.4 Partial withdrawals may be accepted solely at our discretion and subject to any minimum size requirements imposed by the Counterparty.



4.5 Unless otherwise confirmed by Reyker, maturity proceeds will usually be paid within 10 days of Reyker (i) receiving irrevocably cleared funds from the Counterparty; (ii) receiving a written instruction from you; and (iii) the passing of identification checks.

4.6 We will hold all matured and redeemed funds and income in a non-interest bearing Account.

4.7 Your Structured Product cannot be transferred to a different custodian. If you wish to transfer to a new NISA provider or custodian, you must first redeem the whole of your Plan.

4.8 In the event that we are unable to satisfy ourselves completely about the accuracy of any Investment maturity sum paid to us or due to us on your behalf (or on behalf of a number of investors collectively), or where we are unable satisfactorily to verify that sums received or receivable are correct, or where such sums received or receivable remain subject to recall in whole or in part (through Euroclear or otherwise) by the counterparty or clearing bank or settlement agent or exchange, then we reserve the right to retain such maturity sums as client cash or client assets as appropriate until such time as we are satisfied. We undertake that there shall be no delay without good reason and if delays exceed 30 days we shall endeavour to notify you of the current status reasonably promptly either directly or on our Website. For the avoidance of doubt, this shall apply whether Reyker believes maturity proceeds may have been over or under calculated by a counterparty bank or Calculation Agent, or where Reyker has any doubt about the accuracy or method of calculation.

4.9 Where practicable we endeavour to notify you and / or your Adviser in advance of an expected maturity and as soon as possible if a Kick Out occurs or is expected. If we have not received an instruction to withdraw or transfer your funds within 30 days of maturity, our standard custody and administration fee will apply to client money and assets we hold on your behalf.

4.10 We will transfer matured or redeemed proceeds to a new provider upon receiving your authority and written acceptance from the new provider.

5. Cancellation of the Plan

5.1 You have the right to cancel your Plan within 14 days of receiving from us a notice of your right to cancel.

5.2 Where Reyker receives cancellation notices prior to the Start Date, you will receive a full return of the initial Investment. No interest will be paid on cancellation.

5.3 Where Reyker receives cancellation notices on or after the Start Date, you will not receive a full refund of your Investment if the price at which Investments within the Plan may be sold is less than the subscription value. This means you may receive back a sum less than that originally invested.

5.4 Before returning any such monies to you, you must first have passed our anti-money laundering and identity verification checks.

5.5 Once we have received your notice to cancel and anti-money laundering and you have successfully passed identity verification checks, your funds will be returned to you within 30 calendar days. Such sums are not interest bearing.

5.6 Any sums due will be paid to the same bank account used to make the investment. Payments not made to the same account will be at Reyker's sole discretion and may be subject to further verification.

5.7 To preserve a NISA wrapper you must either reinvest the money into a new Investment with Reyker or transfer the money to a different NISA provider. See also clause 4.7 above. Should you wish to withdraw the funds instead of transferring, your money will lose its NISA status.

5.8 Reyker reserves the right to cancel any plan before the start date for any valid reason including, but not limited to: (i) insufficient investment into the Product; and (ii) factors outside

the control of Reyker preventing the terms of the Product from being maintained.

5.9 Any fees agreed between you and your Financial Advisor are separate from your agreement with Reyker. An advisory fee may still be applicable if you cancel your Plan; please speak to your FA for further guidance.

6. Automatic Termination

6.1 A Structured Product may be automatically terminated if it is not possible to administer it under current or forthcoming regulation.

6.2 You must notify us immediately if you are no longer eligible for this investment; this includes eligibility outlined in the Brochure and applicable regulations.

6.3 If we inform you that you are in breach under these T&Cs or applicable regulations, and you do not rectify that breach within calendar 30 days of us informing you, we will at our option terminate our agreement with you. We will at our option either (i) redeem your Plan and pay any monies to the bank account details we hold for you net of any redemption costs we charge and after deduction of any fees due; or (ii) redeem your Plan and hold your money in a fiduciary capacity in a non-interest bearing account and our custody fees, redemption fees and any other related costs will apply.

7. Charges

7.1 Custody and administration charges will be included in the price of the Plan unless otherwise stated in the Brochure.

7.2 Once the Structured Product has matured, our standard custody fees apply as outlined in our fee schedule. For the initial period after maturity these are charged in arrears on whichever is the sooner of 5 April or 5 October, Kick Out or redemption date. You may also be charged for the forthcoming six-month period on this date as custody and nominee fees are normally charged six monthly in advance.

7.3 Custody and administration fees will not be refunded or rebated in any circumstances. Should you transfer to a different provider or custodian, you will be responsible for any custody and administration fees and charges levied by your new provider or custodian.

7.4 Other applicable charges are outlined in our Schedule of Fees and Charges on our website or in our General T&Cs.

8. Restrictions on Distribution of Marketing Material

8.1 We may impose restrictions on the availability and distribution of our Brochures and marketing material, including web material, in some countries, and you agree that you will not breach these or solicit any third party to breach them.

9. Compensation

9.1 Reyker do not operate, and have not subscribed to, a compensation scheme.

9.2 The Financial Services Compensation Scheme (FSCS) is a compensation scheme independent from Reyker and backed by the UK government. FSCS protection has limitations and may apply to some or all monies pending investment and maturity proceeds and to Structured Deposits. It may not apply for other Investments, including Structured Products. For more information on what protection the scheme provides and whether you may be eligible, visit www.fscs.org.uk.

End of Supplementary Terms and Conditions for Structured Products 5 April 2015