

Out of the Ordinary®



FTSE/S&P 500 Step Down Kick-Out Plan 2 UK Four option

Potential for maturity at the end of years 2, 3, 4, 5 or 6 with a fixed payment equal to 6.7% per annum (not compounded) if both the FTSE 100 and S&P 500 are above a reducing percentage of their starting levels.

If the Plan runs for the full 6 years and either the FTSE 100 or S&P 500 finish lower than 60% of their respective starting levels, you will lose some or all of your initial investment.

Limited offer ends: 2 February 2018.

Issuer of Securities: SG Issuer
Plan Manager: Investec Bank plc



This brochure has been prepared by Investec Structured Products which is a trading name of Investec Bank plc. This Plan is provided and administered by Investec Bank plc. The Securities underlying this Plan are issued by SG Issuer, and guaranteed by Société Générale.

About Investec

Investec (comprising Investec Limited and Investec plc) is an international specialist bank and asset manager that provides a diverse range of financial products and services to a niche client base in three principal markets, the UK and Europe, South Africa and Asia/Australia as well as certain other countries. The group was established in 1974 and currently has approximately 8,500 employees.

Investec focuses on delivering distinctive profitable solutions for its clients in three core areas of activity namely, Asset Management, Wealth & Investment and Specialist Banking.

Investec sponsors the Investec Derby Festival, the England & GB Women's Hockey teams, the Investec Rugby Championship and Investec Super Rugby in New Zealand. We are also proud to support Investec Opera Holland Park and the National Gardens Scheme.

For more information on Investec speak to your financial adviser or visit www.investecstructuredproducts.com

About Société Générale

Société Générale 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. Société Générale's teams offer advice and services to individual, corporate and institutional customers.

Société Générale is a French credit institution (bank) that is authorised and supervised by the European Central Bank (ECB) and the Autorité de Contrôle Prudentiel et de Résolution (ACPR) (the French Prudential Control and Resolution Authority) and regulated by the Autorité des marchés financiers (the French financial markets regulator) (AMF). Société Générale London Branch is authorised by the ECB, the ACPR and the Prudential Regulation Authority (PRA) and subject to limited regulation by the Financial Conduct Authority (FCA) and the PRA.

Important information

This document is not a prospectus, but an advertisement, and investors should not subscribe for any investment in the FTSE/S&P 500 Step Down Kick-Out Plan 2 – UK Four option except on the basis of information in the Société Générale Debt Instruments Issuance Programme Base Prospectus dated 27 June 2017 and the related Final Terms. Copies of the Base Prospectus and any Base Prospectus Supplements can be obtained upon request from Société Générale, 10 Bishops Square, London E1 6EG or via the website <http://prospectus.socgen.com>

Key events and dates

Offer period

ISA transfers:

18 December 2017 to 12 January 2018

Direct investments and ISAs:

18 December 2017 to 2 February 2018

Plan dates

Start Date: **12 February 2018**

Final Maturity Date: **12 February 2024**

Kick-Out Dates: **12 February 2020**

12 February 2021

14 February 2022

13 February 2023

ISIN code

GB00BF6XF021

Issuer

SG Issuer

How can I contact you?

As you have a financial adviser please continue to use them as your first point of contact.

Alternatively, you can write to us at:

Investec Structured Products, PO Box 914,
Newport NP20 9PE.

You can also contact us by telephone
on 0344 892 0942. Or visit our website:
www.investecstructuredproducts.com

Contents

Key events and dates	3
How can I contact you?	3
What is the aim of the Plan?	4
Your commitment	4
Plan overview	4
What are the risks of the investment?	6
How does the Plan work?	7
Examples of what you might get back at the end of the Plan	10
What is your counterparty risk and what is the Collateral?	11
What is the UK Four?	12
Are there any compensation arrangements in place?	13
Is this investment right for you?	14
How to invest	15
Ways to invest	15
Your questions answered	16
Terms and Conditions	25
Definitions	25

Terms in this brochure beginning with a capital letter, unless otherwise defined, have the meanings given to them in the Definitions appearing on page 25 of this brochure.

What is the aim of the Plan?

The aim is to increase the value of your investment after 6 years, or earlier if the Plan matures early.

Your commitment

You must be able to commit a sum of at least £3,000 for the full 6 years.

Plan overview

The Plan is designed to repay your initial investment and deliver a return dependent on the performance of the FTSE 100 and S&P 500.

If at the end of years 2, 3, 4, 5 or 6 both the FTSE 100 and S&P 500 are **higher** than a specified percentage of their starting levels, the Plan will mature returning your initial investment plus a fixed payment equal to:

- › 6.7% per annum not compounded

The below table shows the levels that both the FTSE 100 and S&P 500 need to exceed for the Plan to Kick-Out or pay a return.

Year	% of each index's starting level	Return
2	100%	13.4%
3	95%	20.1%
4	90%	26.8%
5	85%	33.5%
6	80%	40.2%

However, if the Plan runs for the full 6 years and at the end of year 6, either the FTSE 100 or S&P 500 finish lower than 60% of their respective starting levels, your initial investment will be reduced by 1% for every 1% fall in the worst performing index at the end of the Plan Term.

For further details on how we calculate your returns, which includes the use of averaging, please see ‘How does the Plan work?’ on page 7.



Plan overview continued

This Plan is comprised of Securities which are issued by SG Issuer ('the Issuer'), a subsidiary of Société Générale, and guaranteed by Société Générale ('the Guarantor').

This Plan is collateralised in order to reduce the risk of potential loss to your investment should Société Générale fail or become insolvent. Instead, the risk to your investment will be dependent on whether any of the four named UK institutions; the 'UK Four', (Aviva plc, Barclays Bank plc, HSBC Bank plc and Lloyds Bank plc) experience a Credit Event.

For more information on Credit Events please see page 12.

What are the risks of the investment?

- › **Your initial investment is at risk.** If the Plan runs for the full 6 years **and** either the FTSE 100 or S&P 500 finishes below 60% of their respective starting levels, your initial investment will be reduced by 1% for every 1% fall in the worst performing index.
- › The FTSE 100 and S&P 500 move independently of one another and the performance of the Plan is linked to the worst performing of these two indices. Therefore there could be an instance where one index finishes higher but one index finishes lower than 60% of its starting level. This will result in a reduction of your initial investment.
- › This Plan is designed to be held for the full Plan Term. If you need to redeem your investment before the end of the Plan Term, Investec as Plan Manager will request a redemption price for the Securities from the Issuer, however there is no guarantee that the Issuer will provide a redemption price to facilitate the early redemption of your investment. If you do redeem before the end of the Plan Term, you may get back less than the amount you originally invested.
- › If any, or all, of the UK Four experience a Credit Event:
 - a) your investment will be at risk (25% proportion for each of the UK Four);
 - b) any payment you receive in relation to the proportion of your investment linked to any affected UK Four institution may be paid at a time which is different to the Final Maturity Date and may be paid at a time which is significantly later. For more information on the **UK Four** see page 12.
- › After the Issuance Date and prior to the Final Maturity Date, if the Issuer fails or becomes insolvent (i.e. goes bankrupt or similar) you must rely on the guarantee from Société Générale (the Guarantor) and/or the Collateral for the return of your investment. If the Collateral falls in value after the Issuer and the Guarantor fail or become insolvent, it may be insufficient to cover your investment. In this circumstance you could lose some or all of your money. For more information on the Collateral see page 11.
- › Prior to the Issuance Date and after the Final Maturity Date, your money will be held by Investec as banker and not as trustee under the Client Money rules. If Investec goes bankrupt or similar, you could lose some or all of your money. Please see page 13 for further details.
- › Inflation will reduce what you could buy in the future.
- › The tax treatment of the Plan could change at any time.

How does the Plan work?

The Initial Index Levels are recorded at the start of the Plan and these are the closing levels of the FTSE 100 and S&P 500 on 12 February 2018.



The closing levels of the FTSE 100 and S&P 500 on 12 February 2018

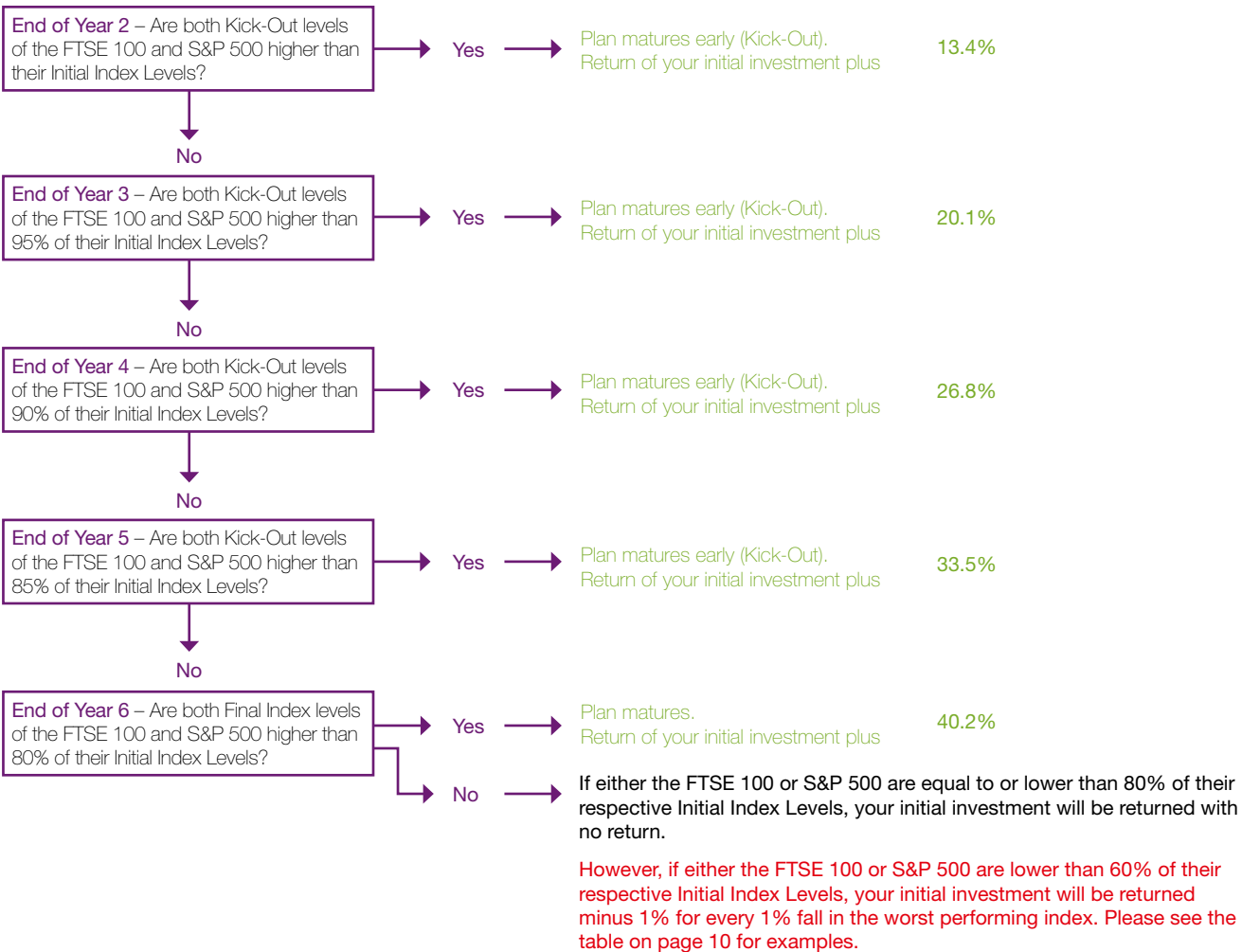
Early Maturity (Kick-Out)

If at the end of years 2, 3, 4 or 5 the Kick-Out Levels of both the FTSE 100 and S&P 500 are **higher** than a specified percentage of their Initial Index Levels, the Plan will mature early (Kick-Out) and you will receive back your initial investment **plus 6.7%** per annum (not compounded), otherwise the Plan will continue.

The Kick-Out Levels are the average of the closing levels of the FTSE 100 and S&P 500 on the relevant Kick-Out Date on which both indices are open and the four previous Business Days. The Kick-Out Dates are 12 February 2020, 12 February 2021, 14 February 2022 and 13 February 2023.

How does the Plan work? continued

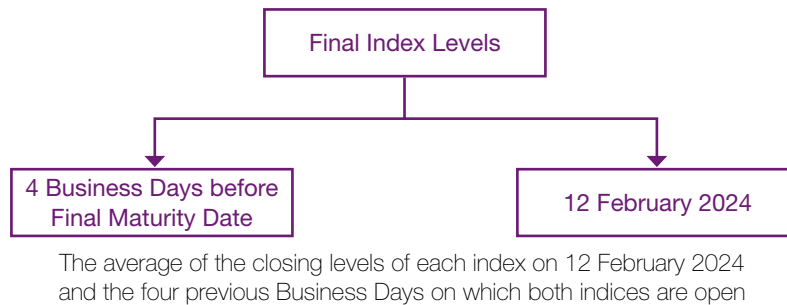
The diagram below shows potential returns:



How does the Plan work? continued

Maturity after 6 Years

If the Plan continues to the end of year 6, the closing levels of the FTSE 100 and S&P 500 are used to calculate the Final Index Levels, as explained below:



- › If **both** the Final Index Levels of the FTSE 100 and S&P 500 are **higher** than 80% of their respective Initial Index Levels, you will receive back your initial investment plus 40.2%.
- › If **either** Final Index Level is **equal to or lower** than 80% of its Initial Index Level, you will receive back your initial investment **with no return**.

However,

- › If **either** Final Index Level is **lower** than 60% of its Initial Index Level then your initial investment will be reduced by 1% for every 1% fall (including partial percentages) in the worst performing index. For example if the Final Index Level of the FTSE 100 has fallen by 50% from its Initial Index Level, and the Final Index Level of the S&P 500 has fallen by 20% from its Initial Index Level then your initial investment will be reduced by 50%.

It is important to note that if the Plan reaches the Final Maturity Date, any capital loss is calculated with respect to the worst performing Index.

The use of averaging

Please note: The use of averaging can reduce adverse effects of a falling market or sudden market falls shortly before maturity. Equally, it can reduce the benefits of an increasing market or sudden market rises shortly before maturity. In measuring the Final Index Levels (and each Kick-Out Level), only the levels on days on which both Exchanges are open will be used, e.g. if the S&P 500 is closed on a day on which the FTSE 100 is open, the level for that day will not be used in the averaging.

Examples of what you might get back at the end of the Plan

The table below shows examples of maturity proceeds based upon an initial investment of £10,000, and assuming the Plan runs for the full 6 years. The exact return you receive will be dependent on the amount you invest and the performance of both the FTSE 100 and S&P 500 over the Plan Term.

Where is the worst performing Final Index Level in relation to its Initial Index Level?	Maturity proceeds
75% higher	£14,020
45% higher	£14,020
15% higher	£14,020
No change	£14,020
19% lower	£14,020
20% lower	£10,000
35% lower	£10,000
40% lower	£10,000
41% lower	£5,900
75% lower	£2,500

Please note that the purpose of the table is to show the impact of certain changes in the FTSE 100 and/or S&P 500. It does not show the likelihood of these changes actually happening.

Please remember that you are not investing directly in the FTSE 100 or S&P 500, therefore, regardless of how high the FTSE 100 or S&P 500 rise, the maximum return for this Plan will be as shown above.

What is your counterparty risk and what is the Collateral?

Investec Bank plc is the Plan Manager and administrator of this Plan.

Under the terms of this Plan, Investec Bank plc will use your investment to purchase Securities and hold them on your behalf. The Securities are structured to generate the returns that are described in this brochure.

Securities are a type of debt issued by a bank. In effect you are lending money to the Issuer for the duration of the Plan.

The Issuer of the securities is SG Issuer, a subsidiary of Société Générale. The payment obligations of the Issuer are guaranteed by Société Générale.

The Collateral: What happens if the Issuer and the Guarantor fails or becomes insolvent?

To reduce the risk of loss to your initial investment in the event that the Issuer and the Guarantor fail or become insolvent, the Securities are collateralised. The Collateral will be held by an independent Custodian; Bank of New York Mellon (BNY Mellon).

The Collateral may consist of the following:

- › UK government bonds.
- › Investment grade bonds (i.e. bonds with a credit rating which is BBB- or higher by Standard & Poor's or Baa3 or higher by Moody's).
- › Equities that are constituents of the FTSE 100 Index, S&P 500 Index, Nikkei 225 Index, EURO STOXX 600 Index, Hang Seng Index or SMI Index.

The Collateral is kept to the same value as your Plan. If the Issuer and the Guarantor fail or become insolvent, the Collateral may be sold and used to pay back the value of the Plan at that time.

Note: If the Collateral falls in value after the Issuer and the Guarantor fail or become insolvent, it may be insufficient to cover your investment. In this circumstance, you may receive back less than the amount you invested.

Below is the credit rating of Société Générale:

	Fitch Ratings	Moody's Investors Service Limited	Standard & Poors
Société Générale	A	A2	A

The above credit ratings are as at 7 December 2017 and are all long term.

What is the UK Four?

Diversification of Credit risk

By investing in this Plan, your credit risk is diversified equally across four financial institutions, the UK Four. These are Aviva plc, Barclays Bank plc, HSBC Bank plc and Lloyds Bank plc. If any of the UK Four experiences a Credit Event, 25% of your initial investment will be at risk for each of the UK Four.

What is a Credit Event?

A Credit Event occurs when an institution:

- › becomes insolvent, or
- › defaults on its payment obligations, or
- › experiences a restructuring of its debt obligations in a manner that is detrimental to creditors.
- › is the subject of governmental intervention.

For more information please see ‘What happens to my money if one of the UK Four experiences a Credit Event?’ on page 16.

The below table shows the credit ratings of the UK Four.

UK Four institution	Fitch Ratings	Moody's Investors Service Limited	Standard & Poors
Aviva plc	A+	A2	A-
Barclays Bank plc	A	A1	A
HSBC Bank plc	AA-	Aa3	AA-
Lloyds Bank plc	A+	Aa3	A

All of the long term credit ratings on this page are as at 7 December 2017.

Source: Bloomberg. Please be aware that these credit ratings can change at any time. For future updates on credit rating activity, please refer to our website at www.investecstructuredproducts.com/investors/products---downloads/latest-credit-ratings.html

None of Aviva plc, Barclays Bank plc, HSBC Bank plc or Lloyds Bank plc have sponsored or endorsed the Plan or the Securities in any way, nor have any of them undertaken any obligation to perform any regulated activity in relation to the Plan or the Securities.

Are there any compensation arrangements in place?

Prior to the Issuance Date and after the Final Maturity Date: Your money **is eligible** for Financial Services Compensation Scheme (FSCS) protection.

The FSCS can pay compensation to depositors if a bank is unable to meet its obligations, for example if it fails or becomes insolvent.

Most depositors, including most individuals and businesses, are covered by the scheme.

In respect of deposits, an eligible depositor is entitled to claim up to £85,000. For joint accounts each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £85,000 each (making a total of £170,000). The £85,000 limit relates to the combined amount in all the eligible depositor's accounts with the bank, including their share of any joint account, and not to each separate account.

After the Issuance Date and prior to the Final Maturity Date: Your investment plan **is not eligible** for Financial Services Compensation Scheme (FSCS) protection. If SG Issuer (as issuer of the Securities), and its guarantor Société Générale, are unable to meet their obligations, for example if they fail or become insolvent, it is unlikely that you would be covered by the Financial Services Compensation Scheme.

For more information on Securities please see 'What are you investing in?' on page 16.

For further information about the scheme please refer to the FSCS website, www.FSCS.org.uk, or call 0800 678 1100.

Is this investment right for you?

This investment may be right for you if:

- › You are prepared to risk losing some or all of your initial investment.
- › You are looking for an investment linked to the performance of stock markets.
- › You do not need access to your money over the next 6 years.
- › You want a tax-efficient investment using your ISA allowance or via a SIPP/SSAS.
- › You have a minimum of £3,000 to invest.

This investment may not be right for you if:

- › You want a regular income and dividends.
- › You may need immediate access to your money before maturity.
- › You cannot commit to the full 6 year Plan Term.
- › You want a guaranteed return on your investment.
- › You want to add to your investment on a regular basis.
- › You do not want to invest in a UK onshore arrangement that is subject to UK tax rules.

This Plan has been designed for investors who are looking to potentially achieve a high level of growth over a 6 year period, but can accommodate receiving their money back before the end of the term.

Investors will have a medium appetite for risk and are prepared to risk their capital in order to potentially achieve higher returns. The **UK Four** is designed for investors seeking to diversify their credit exposure by investing in a Plan that is linked to the credit of multiple institutions.

Investors will understand that the potential returns of this Plan are linked to the performance of both the FTSE 100 and S&P 500 and returns will be calculated based on the worst performing index.

How to invest

Applications for the Plan must be submitted via a financial adviser and received by 5pm on:
12 January 2018 for ISA transfers (funds transferred from another ISA provider must be received by 2 February 2018).
2 February 2018 for all other investments including 2017/18 ISA investments.

Cheques should be made payable to 'Investec Bank plc'. Bankers drafts or Building Society cheques must be made payable to 'Investec Bank plc reference (your name)'. Please note that we will not accept post dated cheques.

All investments are subject to our Plan minimum of £3,000 and maximum of £1,000,000.

Ways to invest

- › Direct investment (not via an ISA)
- › Stocks and shares ISA for 2017/18
- › ISA transfer
- › SIPP/SSAS pension arrangements
- › Trustee, corporate, charity and nominee investments
- › Joint holder
- › Gift for another
- › On behalf of a child

Your questions answered

Plan information

Q: What are you investing in?

A: You are investing in a 6 year securities-based Plan. On the Issuance Date, we will use your investment to buy Securities issued by SG Issuer, a subsidiary of Société Générale. SG Issuer is guaranteed by Société Générale. Securities are a type of debt issued by a bank. In effect you are lending money to the Issuer for the duration of the Plan. The Securities are designed to generate the Plan returns linked to the FTSE 100 and the S&P 500 and the Issuer is legally obliged to pay to you the Plan returns.

Q: What is the FTSE 100 Index?

A: The FTSE 100 Index is a widely used benchmark for the UK stock market. The Index measures the performance of the shares of the 100 largest companies traded on the London Stock Exchange.

The FTSE 100 is an international index which includes HSBC, Vodafone, Royal Dutch Shell and GlaxoSmithKline. The companies that comprise the FTSE 100 derive more than two thirds of their revenues from outside the UK and therefore provide exposure to the world economy as well as the UK.

Q: What is the S&P 500 Index?

A: The S&P 500 is a gauge of large cap U.S. equities. The Index includes 500 leading companies in leading industries of the U.S. economy, capturing approximately 80% coverage of US equities.

Q: What happens to my money if both the Issuer and the Guarantor fail or become insolvent?

A: The Collateral is designed to protect against loss of your investment. If both the Issuer and the Guarantor fail or become insolvent (i.e. go bankrupt or similar), the Plan will terminate immediately and the Collateral will be sold and paid to you, however the amount available will depend on the value of the Collateral at the time.

Q: What happens to my money if one of the UK Four experiences a Credit Event?

A: 25% of your initial investment will be at risk for each of the UK Four (Aviva plc, Barclays Bank plc, HSBC Bank plc and Lloyds Bank plc).

The amount you will receive in respect of the affected 25% portion of your investment will be calculated by Société Générale, by multiplying the Value of the Securities by the Recovery Rate.

Below is an example of how the process could work if one of the UK Four experiences a Credit Event. This is based on an investment of £10,000 where £2,500 of your investment is linked to each of the UK Four.

- › The Value of the Securities is determined to be 80%, reflecting a deterioration in market conditions at the time.
- › The Recovery Rate of the affected UK Four institution is determined to be 50%, either via the Auction Final Price or Market Value.

- › Société Générale will then multiply the Value of the Securities by the Recovery Rate, therefore in this example you would receive back $80\% \times 50\% = 40\%$ of the £2,500 linked to the affected UK Four institution. This would be £1,000 ($£2,500 \times 40\%$).
- › The calculation of any future returns will be based on the remaining £7,500 (75% of your investment).

Q: If one of the UK Four experiences a Credit Event when will I receive my money back for the 25% portion of my investment?

A: You will receive back your money within 10 Banking Days after determination of the Recovery Rate. This may be at a time which is different to the Final Maturity Date and may be significantly later. No interest will be paid on any amounts during any such period of delay.

Q: How is the Recovery Rate calculated?

A: For this Plan the amount payable in respect of the Credit Event in relation to the affected UK Four institution will be linked to a Recovery Rate determined by an auction coordinated by the International Swaps and Derivatives Association Inc. (ISDA) in respect of certain senior, unsecured debt obligations of the affected UK Four institution. Details of ISDA auctions can be obtained on ISDA's website www.isda.org

The amount payable following a Credit Event of a UK Four institution would be determined as follows:

- › Upon a UK Four institution experiencing a Credit Event, Société Générale will determine the fair and reasonable Value of the portion of the Securities related to the affected UK Four institution. This determination will include factors such as the performance of the FTSE 100 up to the date on which the affected UK Four institution experienced the Credit Event.
- › Société Générale will then determine the Recovery Rate, which will be either the ISDA Auction Final Price or the Market Value.

The ISDA Auction Final Price will be used if ISDA makes an announcement within 140 days of the Credit Event occurring, specifying the Auction Final Price.

In certain circumstances, including if no auction is held, the Recovery Rate will be determined by Société Générale observing market prices to calculate the Market Value.

The Market Value will be used in the following circumstances:

- › If ISDA announces that no auction will be held.
- › If ISDA do not make an announcement within 140 days of the Credit Event occurring, specifying the Auction Final Price.

Administrative information

Q: Where will my money be held before the Issuance Date?

A: Prior to the Issuance Date your money will be held by us (Investec) as banker and not as trustee under the Client Money rules. This means that your money will be held by us, collectively with the funds of other investors. If you have agreed for a fee to be deducted from the amount invested and paid to your financial adviser, this will also be held by us as banker until the date it is paid. If Investec fails to meet its obligations, the Client Money distribution rules will not apply and so you will not be entitled to share in any distribution under the Client Money distribution rules. You may lose all or part of your initial investment. This arrangement will not impact on your rights to seek compensation from the FSCS in the event of Investec's insolvency. Further details of the FSCS and eligibility criteria are available at www.fscs.org.uk

Q: What happens if I change my mind?

A: Shortly after we receive your investment, we will send you a cancellation notice which provides you with a 14 day period in which you can change your mind. If you decide to cancel your Plan, provided we receive your cancellation notice within the 14 day cancellation period, we will return your initial investment without interest less any fee paid to your financial adviser. You will need to discuss reclaiming any fee with your financial adviser. If you wish to terminate your investment in the Plan after the 14 day cancellation period, we will pay you the current market value of the Plan, which may be less than the

amount you originally invested. The redemption value received can vary and may be less than the original investment amount especially in stressed market conditions. The value returned is affected by the level of the underlying indices, market volatility, interest rates and liquidity among other market variables.

If we receive your cancellation notice after the Start Date we will pay you the current market value of the Plan which may be less than the amount you originally invested. The redemption value received can vary and may be less than the original investment amount especially in stressed market conditions. The value returned is affected by the level of the underlying index, market volatility, interest rates and liquidity among other market variables.

If you are transferring an existing ISA to us, the cancellation notice will be sent to you shortly after we receive the proceeds from your previous ISA manager.

If you decide to cancel then you can choose to transfer your ISA back to the original manager, a new manager, or have the proceeds returned to you as a cheque. In the latter event, you will lose any favourable tax treatment associated with the ISA.

Please be aware that in the event you choose to cancel your ISA transfer instructions, you will lose your ISA entitlement unless your previous ISA Manager has confirmed this can be returned and re-instated by them.

If you wish to exercise your right to cancel simply complete and return the cancellation notice or write to us at the address given under 'How can I contact you?' on page 3.

Q: What will happen if I invest before the closing date?

A: No interest will be paid if we receive your cheque and Application Form before the closing date.

Q: What happens if I cash in my investment early?

A: The Plan is designed to be held for the full term. If you need to cash in your investment early, we will request a redemption price for the Securities from the Issuer, however there is no guarantee that they will provide a redemption price to facilitate the early redemption of your investment. If a redemption is granted before the end of the Plan Term, you may get back less than the amount you originally invested.

The value of your Plan will be determined in accordance with the prevailing market rate at the time of receiving the redemption request, less any associated selling costs and transfer taxes, including stamp duty or stamp duty reserve tax to the extent applicable. We would need to receive an instruction from you in writing.

Further information on procedures for cashing in your investment early is provided in the Terms and Conditions.

Q: Are partial withdrawals allowed?

A: The Plan is designed to be held until maturity however, partial withdrawals or partial ISA transfers may be permitted subject to the agreement of the Issuer, and subject to a minimum of £3,000 remaining invested in the Plan. Any returns at maturity will be based on the amount remaining in the Plan.

Q: Can I get a copy of the Base Prospectus?

A: Yes, a copy of the approved Base Prospectus dated 27 June 2017, supplements to the Base Prospectus and Final Terms in relation to the Securities can be obtained from <http://prospectus.socgen.com> or upon request from Société Générale, 10 Bishops Square, London E1 6EG.

Q: What happens if I die during the Plan Term?

A: **Single applicants:** In the event of your death, your estate can choose to cash in the Plan or transfer ownership to a beneficiary.

If the Plan is cashed in, we will pay the market value at date of receipt of all required documentation.

If your estate chooses to transfer ownership to a beneficiary, the Plan will continue until maturity. As any ISA tax status will be lost, the tax treatment of returns may change.

In all cases the Plan will be administered in accordance with the instructions from your personal representatives and/or as part of probate/administration.

Joint applicants: For Plans invested in the name of husband and wife, the Plan will transfer automatically to the name of the surviving partner. For other joint applications, the Plan will be administered in accordance with the instructions of your personal representatives, and/or as part of probate/administration.

Plan maturity

Q: What happens at maturity?

A: You will have the option to cash in your Plan, or transfer it to an alternative investment, or to reinvest the proceeds into other products which may be available at that time from Investec Bank plc. We will contact you shortly before the Plan matures.

Until we receive your instructions we will hold the relevant maturity proceeds on deposit and no interest will be paid. Please note that such monies will be held by us as banker and not as trustee. If we have received your written instructions you will receive financial settlement within 10 Banking Days of the Plan maturing, subject to the Issuer (and/or the Guarantor, as applicable) fulfilling their payment obligations under the Securities. If we have not received your written instructions at 6 months, we will return your money by cheque to the last address provided to us.

Q: What happens to the ISA status of my investment in the event of maturity at the end of years 2, 3, 4, 5 or 6?

A: If you wish to maintain the ISA status of your investment, you could either transfer it to another ISA product offered by Investec Bank plc or you could transfer your investment to another ISA manager. If you do not wish to maintain the ISA status of your investment, you could invest in any other product offered by Investec Bank plc or cash in your investment.

In the event that we have not received your written instructions 6 months after maturity we will return your money by cheque to the last address provided to us, at which point the ISA status of your investment will be lost.

Investec

Q: Who is the Plan Manager?

A: The Plan Manager is Investec Bank plc (Registered No. 00489604 England), which is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Investec Bank plc is registered under Financial Services Register reference 172330.

Credit ratings

Q: What is Investec Bank plc's credit rating?

A: Investec Bank plc has a credit rating of A2 with a positive outlook (awarded 15 September 2017) as rated by Moody's. This means that Moody's is of the opinion that Investec Bank plc is subject to low credit risk and is considered to be upper-medium grade. Investec Bank plc has a credit rating of BBB+ with a stable outlook (awarded 7 September 2017) as rated by Fitch. This means that Fitch is of the opinion that Investec Bank plc has a good credit quality and indicates that expectations of default risk are currently low and that Investec Bank plc's capacity for payment of its financial commitments is considered to be adequate but adverse business or economic conditions are more likely to impair this capacity.

For more information on Investec Bank plc please visit: www.investec.com

Q: What is the relevance of credit ratings?

A: Credit ratings are assigned by companies known as rating agencies and are reviewed regularly. They can go up or down at any point in response to changes in the financial position of the institution in question. Credit ratings are only one way to assess the likelihood that an institution will be able

to pay back any monies owed. Institutions with better credit ratings should go bankrupt less frequently than institutions with worse credit ratings, although this has not necessarily been the case over the last few years. Ultimately, however remote the likelihood of bankruptcy might be, the risk will always exist.

Charges and fees

Q: What are the charges?

A: **Charges for advice:** You may incur fees for the financial advice you receive.

You can choose to pay these direct to your financial adviser, or we can deduct the fee from the amount you invest. Any agreed fee will be paid to your financial adviser 11 working days after we process your application. Please discuss with your financial adviser for more details.

Other costs and charges: As Plan Manager, we incur fixed costs and charges for administering and marketing the Plan. These overall Service costs total 1.516% (£15.16). The overall Financial Instruments cost is 0% (£0). This information is based on an illustrative nominal amount of £1,000 invested. We are paid a fee by Société Générale to cover these costs and charges and they have been taken into account when setting the return for the Plan.

For clarity no charges are taken away from your initial investment or your potential maturity payment and the potential return stated in this brochure will be made on your total initial investment. There are no annual management charges, so any returns are based upon the full amount you invest into the Plan.

Tax

Q: How are returns taxed (UK tax resident individuals)?

A: Maturity returns will be paid gross.

Direct investments: Société Générale has stated that any gain made at maturity is expected to be liable to Capital Gains Tax (CGT).

However, there is an annual CGT exemption (£11,300 for the current tax year), which can be utilised to reduce or eliminate the tax payable, depending on your individual circumstances.

ISA investments: Maturity returns from ISAs are not subject to tax, and are therefore paid gross.

If at maturity you sustain a capital loss within an ISA, you cannot offset this for tax purposes against other gains.

Q: How are returns taxed (non-UK tax resident investors)?

A: Maturity returns will be paid gross.

The tax treatment thereafter will depend on your personal circumstances and the tax legislation in your jurisdiction. This investment is a UK onshore arrangement that is subject to UK tax rules. Assets brought onshore will be subject to UK tax legislation.

You should seek specialist tax advice before making any investment into this Plan.

Q: How are returns taxed (SIPP/SSAS, corporates and registered charities)?

A: Maturity returns will be paid gross.

Please seek your own advice as to how you should treat them for tax purposes.

The above tax information is intended to be general in nature and your own position may vary based on your particular circumstances. Tax rules and your benefit from them may change at any time. You should seek advice from your financial or tax adviser if you are unsure of the tax treatment of the product for your purposes, before you invest.

ISAs

Q: How much can I invest in an ISA?

A: You can invest in this Plan using your ISA allowance for 2017/18. The overall ISA limit for 2017/18 is £20,000.

As long as you have not already used all or part of your cash ISA (this includes Help to Buy ISAs), stocks and shares ISA, innovative finance ISA and Lifetime ISA allowances for the 2017/18 tax year, you can invest up to £20,000.

If you have already invested part of your ISA allowance for the 2017/18 tax year, you can top up and invest the difference between the amount invested already and the £20,000 total ISA allowance for the 2017/18 tax year.

Please note that a Help to Buy ISA is a cash ISA and you can only add new money into one cash ISA in a tax year.

Only one cash ISA (including Help to Buy ISA), one stocks and shares ISA, one innovative finance ISA and one Lifetime ISA can be subscribed to in each tax year, as long as the combined amount does not exceed the ISA allowance for that year.

To make an ISA investment into one of our Plans, you need to be over 18 and a UK resident for tax purposes. An ISA investment can only be held in your name.

Q: Can I transfer any existing ISAs into this Plan?

A: If you have other ISA investments you can transfer them into this Plan and this will ensure that the ISA tax status of your investment will continue.

You can transfer as many existing ISAs as you like, without affecting your annual ISA allowance. You can transfer your full current year subscriptions. If you are transferring your current tax year's cash ISA this will now be regarded as a stocks and shares ISA for this tax year. Therefore, you will still be able to subscribe to a cash ISA in the current year, provided you have not exceeded the overall ISA limit of £20,000 for 2017/18.

If you wish to transfer, you should check with your existing ISA manager that this is permitted. They may impose a charge for transferring. You should also be aware of the potential for the loss of income or growth whilst the transfer is pending.

When we receive the transfer funds, we will set up an individual Plan for each existing ISA that you transfer to us.

Q: Can I use my Additional Permitted Subscription (APS) with this Plan?

A: Unfortunately, we cannot accept APS requests into our Plans. However, we are able to administer requests from ISA Managers who offer APS into their products. For further details on APS please visit www.hmrc.gov.uk

Q: What happens if my ISA transfer funds are received after the transfer funds deadline of 2 February 2018?

A: Regrettably, we are unable to accept transfer funds received after the deadline, therefore they will be returned to your original ISA Manager for re-investment.

Financial advisers

Q: How much will any advice cost?

A: You may need to pay your financial adviser a fee for advising on and or arranging the sale of this Plan. Your financial adviser will discuss and agree this fee with you before you invest.

Q: What support do you provide to financial advisers?

A: We provide financial advisers with additional benefits which are designed to enhance the quality of their service to you. These benefits may include some or all of the following: training, seminars and marketing materials.

Further details of any benefits received from us are available on request from your financial adviser.

Investor information

Q: To whom is this investment available?

A: This investment is available to:

(a) **UK tax resident individuals:** To invest in the Plan on your behalf or on behalf of another person you must be aged 18 or over. You must be resident and ordinarily resident in the UK for tax purposes.

(b) **Non-UK tax resident investors in Jersey, Guernsey or the Isle of Man and corporates:** To invest in the Plan you must be aged 18 or over and resident in **Jersey, Guernsey or the Isle of Man**. For individual investors in **Jersey, Guernsey or the Isle of Man**, we will also need your tax identification number, country or place of birth and a copy of your passport or identification issued by the state. A certificate of incorporation will be required for corporate investors. Non-UK tax resident investors in **Jersey, Guernsey or the Isle of Man** cannot invest in an ISA.

This product is not available to persons in the U.S. or to a U.S. Person.

(c) **UK corporates, charities and trustees.**

Q: What is my customer category?

A: We will treat you as a Retail Client for the purposes of the FCA Rules. This means you will receive the highest level of regulatory protection available for complaints and compensation and receive information in a straightforward way. You may request to be treated as a Professional Client or Eligible Counterparty, however, if you do so you will lose the protections afforded to Retail Clients under the FCA Rules.

Q: How will you keep me informed?

A: We will send you a written acknowledgement by the end of the next working day following receipt of your completed Application Form. After the start of the investment, following the purchase of Securities for your investment, we will send you an opening statement showing your holdings in your investment. Thereafter, we will send you a statement annually.

Q: How can I contact you?

A: As you have a financial adviser please continue to use them as your first point of contact.

Alternatively, you can write to us at:
Investec Structured Products, PO Box 914,
Newport NP20 9PE.

You can also contact us by telephone on
0344 892 0942.

Q: How do I complain?

A: Any complaint about the sale of this Plan should be made to your financial adviser. A complaint about any other aspect of this Plan should be made to Investec Structured Products, PO Box 914, Newport NP20 9PE. (Telephone no. 0344 892 0942).

If your complaint is not dealt with to your satisfaction you can complain to the Investment Division, Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR. Making a complaint will not prejudice your right to take legal proceedings.

Q: What should I do if I have more questions?

A: It is essential that you only invest in the Plan if you fully understand the benefits and associated risks. Where you have unanswered questions you should seek advice from a financial adviser or tax adviser in your jurisdiction.

The information in this brochure does not constitute tax, legal or investment advice from Investec. You should think carefully about the features and risks of this Plan and whether it suits your personal circumstances and attitude to risk before deciding whether to invest. You should seek advice from a financial adviser in your jurisdiction before deciding to invest. Investec does not offer advice or make any investment recommendations regarding this Plan.

For unbiased general information about this type of product, please refer to the Money Advice Service website, which was set up by the government, at www.moneyadvice.service.org.uk

Terms and Conditions

Definitions

'Application Form' means the FTSE/S&P 500 Step Down Kick-Out Plan 2 – UK Four option application for an ISA and/or a Direct investment.

'Auction Final Price' means the relevant auction final price that may be published by ISDA or any administrator of any auction coordinated by ISDA from time to time and that would be applicable to the senior, unsecured debt obligations issued or guaranteed by the relevant UK Four institution, as applicable, as determined by the Calculation Agent.

'Banking Day' means a day on which commercial banks in London are open for general business (including dealings in foreign exchange and foreign currency deposits).

'Base Prospectus' means the Société Générale Debt Instruments Issuance Programme dated 27 June 2017, and any supplements to it.

'Business Day' means any day on which each Exchange and each Related Exchange is open for trading for its regular trading sessions.

'Calculation Agent' means Société Générale acting as calculation agent.

'Client Money' means the provisions of the FCA's Client Assets Sourcebook relating to client money.

'Credit Event' means where a UK Four institution becomes insolvent, defaults on its payment obligations, or experiences a restructuring of its debt obligations in a manner that is detrimental to creditors; or is the subject of governmental intervention.

'Collateral' means any combination of, UK government bonds, investment grade bonds (i.e. bonds with a credit rating which is BBB- or higher by Standard & Poor's or Baa3 or higher by Moody's) or equities that are constituents of the FTSE 100 Index, S&P 500 Index, Nikkei 225 Index, EURO STOXX 600 Index, Hang Seng Index or SMI Index.

'Direct Account' means any part of the FTSE/S&P 500 Step Down Kick-Out Plan 2 – UK Four option, which is not an ISA.

'Exchange' means each of the London Stock Exchange (LSE) and the New York Stock Exchange (NYSE).

'FCA' means the Financial Conduct Authority. www.fca.org.uk

'FCA Handbook' means the FCA Handbook of Rules and Guidance as amended from time to time.

'FCA Rules' means the Rules included within the FCA Handbook issued by the FCA.

'Final Index Level' means in relation to the FTSE 100, the average of the closing levels of the FTSE 100 on 12 February 2024 and the four previous Business Days on which both the FTSE 100 and S&P 500 are both open and, in relation to the S&P 500, the average of the closing levels of the S&P 500 on 12 February 2024 and the four previous Business Days on which both the FTSE 100 and S&P 500 are both open.

'Final Maturity Date' means 12 February 2024.

'Fitch' means Fitch Ratings.

'FSCS' means the Financial Services Compensation Scheme.

'FTSE 100' means the FTSE 100 Index. This product is not in any way sponsored, endorsed, sold or promoted by FTSE International Limited.

'Guarantor' means Société Générale, who guarantees the payment obligations of the Issuer.

'HMRC' means Her Majesty's Revenue & Customs.

'Independent Custodian' means Bank of New York Mellon S.A/N.V., Luxembourg Branch.

'Index(es)' means the FTSE 100 Index and the S&P 500 Index. This product is not in any way sponsored, endorsed, sold or promoted by FTSE International Limited or Standard & Poor's.

'Index Sponsor' means, in relation to the FTSE 100, FTSE International Limited, a UK incorporated company which calculates the FTSE 100 and which is jointly owned by the London Stock Exchange and the Financial Times, and, in relation to the S&P 500, Standard & Poors (S&P) a US financial services company which calculates the S&P 500 and is listed on the New York Stock Exchange and the National Association of Securities Dealers Automated Quotations.

'Initial Index Levels' means the closing level of each of the FTSE 100 and S&P 500 on the Start Date.

'Investec' means Investec Bank plc.

'ISA' is a scheme of investment managed in accordance with the ISA Regulations by the ISA Manager under terms agreed between the ISA Manager and the investor (ISA terms and conditions). An ISA is restricted to UK tax resident individuals only.

'ISA Manager' means Investec Bank plc.

'ISA Regulations' means The Individual Savings Account Regulations 1998, as amended or replaced from time to time.

'ISDA' means the International Swaps and Derivatives Association Inc. and details of auctions held by ISDA can be found at www.isda.org

'Issuance Date' means the date on which Investec purchases the Securities from the Issuer on your behalf, which is 26 February 2018.

'Issuer' means SG Issuer, the issuer of the Securities.

'Kick-Out Dates' means 12 February 2020, 12 February 2021, 14 February 2022 and 13 February 2023.

'Kick-Out Levels' means the average of the closing levels of each of the FTSE 100 or S&P 500 for the relevant Kick-Out Date and the four previous Business Days on which both the FTSE 100 and the S&P 500 are open.

'Market Value' means the value, expressed as a percentage and determined by the Calculation Agent with reference to observable market quotes, of the senior unsecured debt obligations of a UK Four institution.

'Moody's' means Moody's Investors Service Limited.

'Plan' means the FTSE/S&P 500 Step Down Kick-Out Plan 2, comprising the Securities subscribed for through your ISA and/or your Direct Account, as specified in your Application Form(s).

'Plan Manager' means Investec Bank plc which is authorised by the PRA and regulated by the FCA and the PRA and bound by its rules.

'Plan Objective' means the objective of securing the return described in the brochure to which these Terms and Conditions are attached.

'Plan Term' means the period from 12 February 2018 to 12 February 2024, both days inclusive.

'PRA' means the Prudential Regulation Authority.
www.bankofengland.co.uk/prs

'PRA Handbook' means the PRA Handbook of Rules and Guidance as amended from time to time.

'PRA Rules' means the Rules included within the PRA handbook issued by the PRA.

'Recovery Rate' means, in relation to any UK Four institution the percentage of the original face value of senior unsecured debt obligations of the affected UK Four institution, as derived by the Calculation Agent from either the ISDA Auction Final Price or the Market Value.

'Related Exchange' means each exchange or quotation system where trading has a material effect (as determined by the Calculation Agent) on the overall market for futures or options contracts relating to the FTSE 100 and/or S&P 500, including any transferee or successor to any such exchange or quotation system or any substitute exchange or quotation system to which trading in futures or options contracts relating to the FTSE 100 and/or S&P 500 has temporarily relocated (provided that the Calculation Agent has determined that there is comparable liquidity relative to the futures or options contracts relating to the FTSE 100 and/or S&P 500 on such temporary substitute exchange or quotation system as on the original Related Exchange).

'S&P 500' means the S&P 500 Index. This product is not in any way sponsored, endorsed, sold or promoted by Standard & Poor's.

'Securities' means the excluded indexed securities issued by SG Issuer which are guaranteed by Société Générale and, which the Plan Manager purchases and holds on your behalf under the Plan, the redemption amount of which will reflect the percentage change (if any) over the Securities redemption period in the value of chargeable assets of a particular description.

'Start Date' means 12 February 2018.

'UK Four' means each of Aviva plc, Barclays Bank plc, HSBC Bank plc and Lloyds Bank plc.

'U.S. Person' means a U.S. Person as defined in regulation S under the U.S. Securities Act of 1933, as amended, or as defined in the U.S. Internal Revenue Code of 1986, as amended.

'Valuation Date' means any day during the Plan Term where the Plan or the securities are valued according to prevailing market conditions on that day.

'Value' means the fair market value of the Securities (expressed as a percentage of the par value) which shall be determined by reference to various factors including, but not limited to, FTSE 100 and S&P 500 movements, volatility, interest rates and time to maturity, but disregarding the effect of any insolvent UK Four institution.

The Plan Manager provides the FTSE/S&P 500 Step Down Kick-Out Plan 2 – UK Four option to you on the following Terms and Conditions (of which the Application Form is a part):

1. Application

- 1.1 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.
- 1.2 For the purposes of investment, investors in Jersey, Guernsey and the Isle of Man can subscribe to this Plan.

2. Cancellation Rights

- 2.1 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 in accordance with the requirements of the FCA Handbook. You will be informed of your right to cancel in the information that the Plan Manager sends you on receipt of your application. Alternatively you can write to the Plan Manager at Investec Structured Products, PO Box 914, Newport NP20 9PE. If you do so, please provide your name and address and the Plan number with clear instructions to cancel your investment. If the Plan Manager receives your cancellation notice within the 14 day cancellation period, your initial investment will be returned to you without interest and less any fee paid or due to your financial adviser. If the Plan Manager receives your cancellation notice after the 14 day cancellation period, it will return to you, without any interest, cash subscriptions that may be subject to a market value adjustment. The redemption value received can vary and may be less than the original investment amount especially in stressed market conditions. The value returned is affected by the level of the underlying indices, market volatility, interest rates and liquidity among other market variables. Where you do not exercise your cancellation rights, the Plan will continue in line with the Terms and Conditions.

Please be aware that in the event you choose to cancel your ISA transfer instructions, you will lose your ISA entitlement unless your previous ISA Manager has confirmed this can be returned and re-instated by them.

- 2.2 If you cancel your Plan you will need to discuss reclaiming any related fees with your financial adviser. The Plan Manager is not responsible for rebating any such fee.

3. Direct Accounts

- 3.1 For Direct Account investments, when Investec Bank plc receives your investment, prior to the Issuance Date we will hold such monies as banker and not as trustee under the Client Money rules. This means that your money will be held by us, collectively with the funds of other investors. If you have agreed for a fee to be deducted from the amount invested and paid to your financial adviser, this will also be held by us as banker until the date it is paid. If Investec fails to meet its obligations, the Client Money distribution rules will not apply and so you will not be entitled to share in any distribution under the Client Money distribution rules. You may lose all or part of your initial investment. In the event of Investec's insolvency your money will not be protected and you must rely on your right of recourse to the FSCS. This arrangement will not impact on your rights to seek compensation from the FSCS in the event of Investec's insolvency. Further details of the FSCS and eligibility criteria are available at www.fscs.org.uk
- 3.2 Interest will not be paid on monies held within client accounts. For the avoidance of any doubt no interest is payable on any money held before the Issuance Date, after the Final Maturity Date or following any early withdrawal from the Plan.
- 3.3 Where investments are held through the Direct Account you may be subject, depending on your personal circumstances, to UK tax on any capital gain arising on disposal. These statements are based on current legislation, regulations and practice, all of which may change.

4. ISA Accounts

- 4.1 You must subscribe to your ISA with your own cash or by transfer of cash from an existing ISA. Transfers of cash from existing ISAs will normally be arranged with the existing ISA managers. Once the cash from the existing ISA has been transferred, your ISA 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, you may lose the favourable tax treatment applicable.

Please be aware that in the event you choose to cancel your ISA transfer instructions, you will lose your ISA entitlement unless your previous ISA Manager has confirmed this can be returned and re-instated by them.

- 4.2 'ISAs' can be either cash (which includes Help to Buy ISAs), stocks and shares, innovative finance or Lifetime ISAs. If you are subscribing for a stocks and shares ISA you must not have subscribed and may not subscribe to another stocks and shares ISA in the same tax year. Please note that the Plan Manager only offers the stocks and shares component in this investment.
- 4.3 You will immediately inform the Plan Manager in writing if you cease to be a qualifying individual for the purposes of the ISA Regulations. The Plan Manager will notify you if, by reason of any failure to satisfy the provisions of the ISA Regulations, an ISA has, or will, become void.
- 4.4 The Plan Manager shall not accept any further amounts into an ISA if the ISA Regulations no longer give you the right to invest in that ISA.
- 4.5 For ISA investments, when Investec Bank plc receives your investment, prior to the Issuance Date it will be held by us as banker and not as trustee in an ISA designated account. This means that your money will be held by us, collectively with the funds of other investors. If you have agreed for a fee to be deducted from the amount invested and paid to your financial adviser, this will also be held by us as banker until the date it is paid. If Investec fails to meet its obligations, the Client Money distribution rules will not apply and so you will not be entitled to share in any distribution under the Client Money distribution rules. You may lose all or part of your initial investment. In the event of Investec's insolvency your money will not be protected and you must rely on your right of recourse to the FSCS. This arrangement will not impact on your rights to seek compensation from the FSCS in the event of Investec's insolvency. Further details of the FSCS and eligibility criteria are available at www.fscs.org.uk
- 4.6 Interest will not be paid on monies held within client accounts. For the avoidance of any doubt no interest is payable on money held before the Issuance Date, after the Final Maturity Date or following an early withdrawal from the Plan.

4.7 The proceeds of an ISA will not be subject to UK Tax. Also Tax gains or losses on your ISA investment will be disregarded for the purposes of UK Tax.

4.8 On your death, your ISA will lose its ISA status immediately and your Plan will be dealt with in accordance with the instructions of your personal representatives. Your personal representatives can sell your Securities or transfer them to your beneficiaries.

5. Maturity

5.1 Under the terms of the Plan, the Plan will mature on either i) one of the Kick-Out Dates or ii) the Final Maturity Date. The Securities are structured so that the amount you are due to receive from your Plan is in accordance with the Plan Objective. The Plan Manager will contact you to inform you of your options at maturity and 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 investment originated. Should this occur you will be informed in writing by the Plan Manager.

You should note that once the Plan has matured, we will hold the proceeds on deposit as banker and not as trustee for up to 6 months. The proceeds will, therefore not be held in accordance with the Client Money rules and interest will not be paid. If we have not received your written instructions at 6 months, we will return your money by cheque to the last address provided to us. If your investment was an ISA investment the ISA status will subsequently be lost.

6. Purchase of Plan Securities

6.1 On the Issuance Date, the Plan Manager will purchase Securities for your Plan. The amount payable on redemption will be determined by reference to the percentage change (if any) of chargeable assets over the Securities' redemption period. Securities are purchased on your behalf and the Plan Manager will not be obliged to account for any interest earned pending settlement. Investment in the Plan will not commit your funds to any extent beyond the amount invested by you.

6.2 When the Plan Manager purchases and sells Securities in accordance with these Terms and Conditions, it will always be acting as your agent, and not as the agent of the Issuer.

7. Conflict of Interest

- 7.1 Occasions can arise where the Plan Manager, or one of its other clients, will have some form of interest in business which is being transacted for the Plan. If this happens, or the Plan Manager becomes aware that its interests or those of one of its other clients conflict with your interests, you will be informed and asked for your written consent before any transaction is carried out. A copy of Investec Bank plc's conflicts policy can be obtained upon request from Investec Structured Products, PO Box 914, Newport NP20 9PE (0344 892 0942). A summary can be found at www.investec.co.uk/legal/uk/conflicts-of-interest.html

8. Registration and Custody

- 8.1 Your Securities will be registered in the name of Ferlim Nominees Limited, 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. In the case of direct investments, you may, however, request that the Plan Manager register your Securities with a custodian other than Ferlim Nominees Limited and that documents of title, if any, be kept in the custody of such other custodian expressly nominated by you. The Plan Manager may, at its reasonable discretion, agree to such alternative custodial arrangements as it may determine from time to time without notice to you. Such documents of title shall not be lent to any third party and money may not be borrowed on your behalf against the security of those documents.
- 8.2 Unless alternative custodial arrangements are agreed as above, your Securities will be held collectively in the name of the Nominee and, although the amount of Securities 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 default, any shortfall in the Securities may be shared pro rata among all investors in the Plan whose Securities are registered in the name of the Nominee.

9. Insurance Cover

- 9.1 The Plan Manager will maintain insurance cover to cover you for, amongst other risks, misappropriation of funds or Securities by any employee of the Plan Manager.

10. Record Keeping and Statements

- 10.1 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 Securities in accordance with the rules of the FCA Handbook. Such records will be maintained for a minimum of five years after the Final Maturity Date.
- 10.2 The Plan Manager will supply you annually with a report on the value of your Plan held through your ISA and/or your Direct Account.

11. Termination

- 11.1 The Plan or any investment comprised in it 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 investment in accordance with the ISA Regulations or you are in breach of the ISA Regulations.
- 11.2 The ISA will terminate automatically with immediate effect if it becomes void under the ISA Regulations. The Plan Manager will notify you in writing if the ISA becomes void.
- 11.3 The Plan Manager may terminate your investment in the Plan if:
- You are in breach of any material obligation under these Terms and Conditions and you have failed to remedy the breach within a reasonable time of us requesting you to do so; or
 - You have given us inaccurate information and, had we received accurate information, we would not have accepted your application.
- 11.4 The terms of the Securities may permit the Issuer of the Securities to withhold, defer, reduce or even terminate payments in certain events including, but not limited to, illegality, amendments or disruption to the Index(es) or other events beyond the control of the Plan Manager and which make it necessary for the Plan Manager to withhold, defer, reduce or terminate such payments, and as a result, you may receive less than you would otherwise have anticipated or may have to wait for the proceeds.
- 11.5 The Plan Manager may terminate the Plan at any time for reasons including, but not limited to illegality, amendments or disruption to the Index(es) or other events beyond the control of the Plan Manager, provided the Plan Manager gives you a reasonable period of written notice as the situation dictates.

- 11.6 If you wish to terminate your investment in the Plan within 14 days of the Plan Manager's acceptance of your Application Form you will receive an amount as set out in paragraph 2 (Cancellation Rights).

Following this 14 day period, you may terminate your investment in the Plan at any time by giving notice to that effect to the Plan Manager. The notice must specify whether you wish the proceeds from the sale of the related Securities to be paid directly to you or, if applicable, transferred to another ISA manager. You may receive back less than you originally invested, especially in stressed market conditions. The actual amount you receive will depend on the level of the Index(es) (excluding the effects of dividends), interest rates, market volatility, time left to the Maturity Date and any costs the Issuer reasonably incurs for breaking the funding arrangements entered into in relation to your investment.

- 11.7 Termination of the Plan or any investment in the Plan will not affect 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 related Securities held through the Plan, save that it will be entitled to retain any funds required to pay any outstanding tax or other amounts payable from the Plan. In particular, you will need to discuss reclaiming any fee paid to your financial adviser with your financial adviser. The Plan Manager will not be responsible for the return of any fee paid in relation to your Plan.

12. Charges

- 12.1 You may incur fees for the financial advice you receive. You can choose whether to pay these directly to your financial adviser, or we can deduct the fee from the amount you invest. Please discuss this with your financial adviser for more details.

The returns which you are due to receive, in accordance with the Plan Objective, are net of all anticipated charges and expenses due to third parties (excluding any tax that you may be liable to pay, or charges we may reasonably require you to pay in respect of significant taxation changes and any fees agreed between you and your financial adviser). These charges are estimated to be not more than 2%, excluding any such tax or charges and such fees paid to your financial adviser. No other charges are

anticipated. If you terminate your Plan before maturity, no further charges will be deducted, however, you may not get back the original amount invested. The Issuer will also deduct any associated selling costs and transfer taxes including stamp duty or stamp duty reserve tax to the extent applicable. 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. You will need to discuss reclaiming any fee paid to your financial adviser with your financial adviser. The Plan Manager is not responsible for rebating any such fee.

13. Variation of Terms

- 13.1 The Plan Manager may vary these Terms and Conditions by giving you reasonable written notice:

- (a) to comply with any changes to the ISA Regulations, other relevant legislation, HMRC practice and the FCA and PRA Rules (or the way they are applied);
- (b) to make them fairer to you or to correct a mistake (provided this correction would not adversely affect your rights); or
- (c) in order to manage your Plan more effectively, or to introduce additional facilities or options within your Plan (provided that we can only make such changes if they do not adversely affect your rights).

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.

14. Exclusion of Liability

- 14.1 The Plan Manager will exercise due care and diligence in managing your Plan. However, the Plan Manager will not be liable to you:

- (a) for any default by Ferlim Nominees Limited, or any securities depository with whom your Securities are deposited, or for any fraud, negligence or wilful default on the part of Ferlim Nominees Limited or any such securities depository or other third party;
- (b) for any loss, depreciation or fluctuation in the value of the Securities held within your Plan, except as a result of fraud, negligence or wilful default by the Plan Manager or its agents;

- (c) if the Plan Manager cannot carry out its responsibilities because of circumstances beyond its reasonable control; or
- (d) for the acts or omissions of any professional adviser who arranged your Investment in the Plan.

The Plan Manager will exercise its authority under these Terms and Conditions in an appropriate way. However, whilst the Securities will be structured with a view to meeting the Plan Objective, the Plan Manager is unable to (and does not) guarantee that the Plan Objective will be met. In particular, you acknowledge that your entitlement under the Plan is dependent on the exact terms of issue of the Securities. 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 Plan Manager is in default.
- No provision in these Terms and Conditions will operate so as to exclude or limit the liability of the Plan Manager and/or the Issuer to the extent that this would be prohibited by law or the FCA and PRA Rules.

15. No Security over the Plan

- 15.1 At all times during the continuance of the Plan, you will remain the beneficial owner of the Securities held in the Plan and the Securities must not be used as security for a loan or any other financial arrangements.

16. Voting Rights

- 16.1 Unless alternative custodial arrangements are agreed as above, the Nominee will hold the voting rights (if any) in relation to the Securities in your Plan. The Nominee will have the right to exercise such voting rights (or abstain from exercising them) at its discretion. If you wish, however, you may request the Plan Manager to arrange for you to attend (and vote at) meetings of holders of Securities in relation to Securities in the Plan, to the extent that this is permitted by the terms of the relevant instrument for the Securities concerned.

17. Partial Withdrawals and ISA Transfers

- 17.1 Partial withdrawals or partial ISA transfers are permitted subject to a minimum of £3,000 remaining invested in the Plan. Any returns at maturity will be subject to the remaining amount invested in the Plan.

- 17.2 Subject to Clause 11.6, on your instructions and within the time stipulated by you, an ISA or part of an ISA, shall be transferred to another ISA manager.

- 17.3 Subject to Clause 11.6, on your instructions and within the time stipulated by you, all or part of the Securities held in the ISA and proceeds arising from those Securities shall be transferred or paid to you.

18. Telephone Recording

- 18.1 For your security and for training and monitoring purposes telephone conversations may be recorded.

19. Communication

- 19.1 The Plan Manager will always write and speak to you in English.

20. Events beyond the Plan Manager's Reasonable Control

- 20.1 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, failure of any third party to carry out its obligations, acts of governmental or supranational authorities, or any other event or circumstance whatsoever not reasonably within its control, the Plan Manager may be unable to fulfil its financial responsibilities in the market then your ability to realise your investment may be restricted and 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.

21. No Restriction on Investment Services

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

22. Money Laundering

- 22.1 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 maturity The Plan Manager may also make enquiries of third parties in verifying identity. This would include electronic verification through a third party provider.

22.2 For business received from overseas countries/territories whose Money Laundering Legislation is not deemed to be comparable with the legislation imposed on the Plan Manager, the Plan Manager reserves the right to request enhanced evidence of identity/address.

23. HMRC

23.1 You authorise the Plan Manager to provide HMRC with all relevant particulars of the Direct Account, ISA and its investments which HMRC may reasonably request at any time.

24. Governing Law

24.1 These Terms and Conditions and all non-contractual obligations arising out of or in connection with them shall be governed by English law and will become effective on acceptance by the Plan Manager of your signed Application Form.

Isle of Man

Investec is not subject to approval or regulation by the Isle of Man Financial Supervision Commission (the 'Commission') and the Commission does not vouch for the correctness of any statements made or opinions expressed with regard to it.

This Plan may only be offered or sold to an Isle of Man person (as defined in the Isle of Man Regulated Activities Order 2011 (as amended) (the 'Order')) by:

- (a) persons holding an appropriate investment business licence issued by the Commission under section 7 of the Isle of Man Financial Services Act 2008 (the 'Isle of Man FSA'); or
- (b) persons falling within the definition of an 'overseas person' within the meaning of the Order and who are authorised to offer the Plan by a regulator outside the Isle of Man and either:
 - (i) the offer or sale of this Plan is the direct result of an approach made to an overseas person by or on behalf of the Isle of Man person which has not been solicited by the overseas person (otherwise than by means of an advertisement which is neither targeted at Isle of Man persons nor disseminated by a medium which is targeted at Isle of Man persons); or
 - (ii) the Isle of Man person:
 - (A) holds a licence issued by the Commission under section 7 of the Isle of Man FSA to carry on, or hold himself/itself out as carrying on, a regulated activity; or
 - (B) is a person falling within the exclusion 2(r) contained in Schedule 1 of the Order; or
 - (C) is a person whose ordinary business activities involves him/it in acquiring, holding, managing or disposing of shares or debentures (as principal or agent), for the purposes of his/its business.

Guernsey

This Plan may only be offered or sold in or from within the Bailiwick of Guernsey either (i) by persons licensed to do so under the Protection of Investors (Bailiwick of Guernsey) Law, 1987 (as amended) (the 'POI Law'); or (ii) to persons licensed under the POI Law; or (iii) to persons licensed under the Insurance Business (Bailiwick of Guernsey) Law, 2002, the Banking Supervision (Bailiwick of Guernsey) Law, 1994, or the Regulation of Fiduciaries, Administration Businesses and Company Directors, etc. (Bailiwick of Guernsey) Law, 2000.

Jersey

This brochure is a 'Financial Services Advertisement' for the purposes of the Financial Services (Jersey) Law 1998 and complies with the Financial Services (Advertising) (Jersey) Order 2008.

Investec Bank plc does not hold a consent under the control of borrowing (Jersey) Order 1958 ('COBO'), however, this brochure may be circulated in Jersey pursuant to COBO on the basis that this offer is 'valid in the United Kingdom' and is circulated in Jersey only to persons similar to those to whom, and in a similar manner to that in which, it is for the time being circulated in the United Kingdom and that the company does not have a 'relevant connection' with Jersey, as such terms are defined in COBO.

United States

This Plan is not available to persons in the U.S. or to a U.S. Person as defined in this brochure.

Index provider disclosure

The Plan is not in any way sponsored, endorsed, sold or promoted by FTSE International Limited ('FTSE') or by the London Stock Exchange Plc ('LSE') or by The Financial Times Limited ('FT') and neither FTSE nor the LSE nor FT makes any warranty or representation whatsoever, expressly or impliedly either as to the results to be obtained from the use of the FTSE 100 Index (the 'Index') and/or the figure at which the Index stands at any particular time on any particular day or otherwise. The Index is compiled and calculated solely by FTSE. However, neither FTSE nor the LSE nor FT shall be liable (whether in negligence or otherwise) to any person for any error in the Index and neither FTSE nor the LSE nor FT shall be under any obligation to advise any person of any error therein. FTSE, FT-SE and Footsie are trade marks of the London Stock Exchange Plc and The Financial Times Limited and are used by FTSE under licence.

The S&P 500 Index is a product of S&P Dow Jones Indices LLC ('SPDJI'), and has been licensed for use by Investec Bank plc. Standard & Poor's®, S&P® and S&P 500® are registered trademarks of Standard & Poor's Financial Services LLC ('S&P'); Dow Jones® is a registered trademark of Dow Jones Trademark Holdings LLC ('Dow Jones'); and these trademarks have been licensed for use by SPDJI and sublicensed for certain purposes by Investec Bank plc. Investec Bank plc's Plan is not sponsored, endorsed, sold or promoted by SPDJI, Dow Jones, S&P, their respective affiliates, and none of such parties make any representation regarding the advisability of investing in such product(s) nor do they have any liability for any errors, omissions, or interruptions of the S&P 500 Index.



Out of the Ordinary®



If you have difficulty in reading our literature, please call us on 0344 892 0942.
We can supply this in a range of formats including large print, audio and Braille.

**Please return completed and signed Application Forms to your financial adviser who will send them to:
Investec Structured Products, PO Box 914, Newport NP20 9PE.**

Registered and incorporated in England No. 00489604.

Investec Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered under Financial Services Register reference 172330.

This brochure is printed on 55% recycled paper.

Please recycle this brochure responsibly when you have finished with it.

