

# European Kick-Out Bond



6 Year Investment Term

Closing Date: 10th April 2014

# European Kick-Out Bond

## Contents

	Page
Overview And Key Features .....	1
Societe Generale And Wealth Options Limited .....	3
Investment Return .....	3
How Does The Bond Work .....	4
Eurostoxx 50 Index .....	5
What Are You Investing In? .....	6
Risks to Investment .....	7
Access To The Bond .....	8
Custody And Your Investment .....	8
Charges .....	8
Taxation .....	9
Is this Investment right for you? .....	9
Questions & Answers .....	10
Terms and Conditions .....	12



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# European Kick-Out Bond

The aim of the European Kick-Out Bond (the “Bond”) is to increase the value of your investment after 6 years, or earlier if the Bond kicks-out.

The Bond is designed to repay your initial capital (“Initial Capital”) and deliver a return if the EURO STOXX 50® increases over the Term. There is also potential for the Bond to ‘Kick-Out’ depending on the performance of the EURO STOXX 50®. This means the Bond matures early, returning your initial capital plus a return of 5.25% simple interest per annum or 100% of the participation of the EURO STOXX 50® after year 2 depending on which is higher.

The Bond is a maximum 6 year term investment (the “Term”). The Bond is a Euro Medium Term Note (“Bond” or “Note”) issued by a subsidiary of Societe Generale (“SG Issuer”) and with Societe Generale acting as guarantor (“Guarantor”). The return on your investment is linked to the EURO STOXX 50® Index (the “Index”). Your capital is fully at risk if the EURO STOXX 50® falls by more than 40% at maturity and if Societe Generale defaults or become insolvent during the Investment Term.

**Warning: If you invest in this product you could lose some or all of the money you invest.**

## Key Features

- Potential for early maturity at the end of each year with a fixed payment equal to 5.25% per annum (simple interest) or higher depending on the performance of the EURO STOXX 50® since inception. See page 4 for further details on investment return
- 100% Capital protection provided that the EURO STOXX 50® does not fall by more than 40% from the starting level to the final level at maturity. Risk of capital loss: this product includes a risk of capital loss. The redemption value of this product may be less than the amount initially invested
- If the EURO STOXX 50® falls by more than 40% at maturity, you will lose some or all of your initial capital
- This is a maximum 6 year term investment
- The Note is issued by SG Issuer, a 100% owned subsidiary of Societe Generale. (“SG”)
- The Note provides exposure to the EURO STOXX 50® as the underlying index
- The Note is listed on the Luxembourg Stock Exchange
- Minimum investment of EUR 20,000
- No annual management fees

## Key Dates

Closing Date:	10/04/2014
Strike Date:	17/04/2014
Issue Date:	28/04/2014
Annual Observation dates:	17/04/2015 18/04/2016 18/04/2017 17/04/2018 17/04/2019 17/04/2020
Maturity Date:	24/04/2020



# Societe Generale and Wealth Options Limited



Societe Generale is a French credit institution (bank) authorised and supervised by the Autorité de Contrôle Prudentiel et de Résolution (the French Prudential Control and Resolution Authority) and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority in the UK.

SG is one of the largest European financial services groups with more than 154,000 employees based in 76 countries.

SG will act as Guarantor as well as Issuer (through its subsidiary SG Issuer) of the Note.

Wealth Options Limited is regulated by the Central Bank of Ireland.

Wealth Options Ltd is a unique company in the Irish Financial Services Sector and was established in December 2003.

Wealth Options Ltd has designed and will act as distributor of the Bond.

## Investment Return



The Bond is designed to repay your initial capital and deliver a return if the EURO STOXX 50® increases over the Term. There is also potential for the Bond to 'Kick-Out' depending on the performance of the EURO STOXX 50® i.e. if the Bond matures early, 100% of your initial capital plus a return will be paid out to you. The risk to your investment will be dependent on the solvency of SG as well as the performance of the EURO STOXX 50®.

If at the end of years 1, 2, 3, 4 or 5 the EURO STOXX 50® is equal to or above its starting level, the Bond will mature early (Kick-Out) with a fixed payment of 5.25% per annum not compounded on year 1. From years 2 onwards it is the higher of either the fixed return or 100% of any EURO STOXX 50® growth.

If the Bond does not mature early (Kick-Out) and runs for the full 6 years, provided the EURO STOXX 50® is equal to or above its starting level, the return is the higher of either the fixed return or 100% of any EURO STOXX 50® growth.

The Bond aims to return your initial capital at maturity. However, if the EURO STOXX 50® falls by more than 40% from the starting level to the maturity level, your initial capital will be reduced by 1% for every 1% fall in the EURO STOXX 50® at the end of the Term.

# How does the bond work?

End of Year 1 – Is the EURO STOXX 50® equal to or above its starting level?

YES

Bond Matures  
Return of initial capital plus 5.25% gross

NO

End of Year 2 – Is the EURO STOXX 50® equal to or above its starting level?

YES

Bond Matures  
Return of initial capital plus the **higher** of either 10.50% gross or actual performance of the EURO STOXX 50® gross

NO

End of Year 3 – Is the EURO STOXX 50® equal to or above its starting level?

YES

Bond Matures  
Return of initial capital plus the **higher** of either 15.75% gross or actual performance of the EURO STOXX 50® gross

NO

End of Year 4 – Is the EURO STOXX 50® equal to or above its starting level?

YES

Bond Matures  
Return of initial capital plus the **higher** of either 21% gross or actual performance of the EURO STOXX 50® gross

NO

End of Year 5 – Is the EURO STOXX 50® equal to or above its starting level?

YES

Bond Matures  
Return of initial capital plus the **higher** of either 26.25% gross or actual performance of the EURO STOXX 50® gross

NO

End of Year 6 – Is the EURO STOXX 50® equal to or above its starting level?

YES

Bond Matures  
Return of initial capital plus the **higher** of either 31.50% gross or actual performance of the EURO STOXX 50® gross

NO

Is the EURO STOXX 50® higher than 60% of starting level?

YES

Bond Matures with return of initial capital invested

NO

Bond matures with capital loss of minus 1% for every 1% fall in the EURO STOXX 50® below 60%.



## Example of what you might get back at the maturity term of the Bond

The table below shows examples of maturity proceeds based upon an initial investment of €100,000, if the Bond runs the full 6 years (i.e. until maturity term). The exact return you receive will be dependent on the amount you invest and EURO STOXX 50® performance.

EURO STOXX 50® performance at maturity (compared to starting level)	Percentage return at Maturity Gross	Gross return at Maturity
45% higher	45%	145,000
10% higher	31.50%	131,500
1% higher	31.50%	131,500
1% lower	0%	100,000
30% lower	0%	100,000
45% lower	-45%	55,000
100% lower	-100%	0

**Warning: Past performance is not a reliable guide to future performance. The value of your investment may go down as well as up.**

**Warning: In the event of insolvency of Societe Generale you could lose some or all of the money you invested.**

**Warning: In the event that the EURO STOXX 50® falls by more than 40% at the Maturity Date you could lose some or all of the money you invested. There is no capital protection at maturity. Please note, early withdrawal from the Note prior to maturity may also result in a loss of your Initial Capital.**

## EuroStoxx 50 Index



The EURO STOXX 50® Index is defined as Europe's leading Blue-chip index for the Eurozone, provides a Blue-chip representation of supersector leaders in the Eurozone. The index covers 50 stocks from 12 Eurozone countries: Austria, Belgium, Finland, France, Germany, Greece, Ireland, Italy, Luxembourg, the Netherlands, Portugal and Spain. The Eurostoxx 50 Index is licensed to financial institutions to serve as underlying for a wide range of investment products such as Exchange Traded Funds (ETF), Futures and Options, and structured products worldwide.

Source: [http://www.stoxx.com/indices/index\\_information.html?symbol=sx5E](http://www.stoxx.com/indices/index_information.html?symbol=sx5E)

## Warning regarding the Index

The index referred to herein (the "Index") is not sponsored, approved, or sold by Société Générale. Société Générale shall not assume any responsibility in this respect.

# What are you investing in?

The Bond is designed and distributed by Wealth Options Ltd and aims to provide a gross return of 5.25% for each year of the investment depending on the performance of the EURO STOXX 50®. Your money will be used to buy a Euro Medium Term Note issued by SG Issuer. Euro Medium Term Notes are a type of debt issued by a bank and are ranked pari-passu with deposits and other senior unsecured creditors. In effect, you are lending money to SG for the duration of the Bond. The due and punctual payments by SG Issuer of all sums owed to investors in respect of the Bond are guaranteed by SG, and as a result investors have a credit risk on SG as the issuer and as the Guarantor. The Bond is not a bank deposit and is not insured by any governmental agency or other financial compensation scheme.

## Societe Generale Credit Risk

The Bond is issued as a Euro Medium Term Note by SG Issuer. The notes are debt obligations of SG and all payments with respect to the Bond, including repayment of your initial capital and any return, are subject to the credit risk of SG. The Notes are not bank deposits and are not insured by any governmental agency or other financial compensation scheme. Therefore, if SG were to default on their debt or become insolvent, you could sustain a loss on some or all of your initial capital.

One of the factors to take into account when selecting a counterparty is its long term credit ratings. These are the opinions of a range of credit rating agencies regarding the long term security of the counterparty. A high rating from one or more of the credit rating agencies is not, however, a guarantee that the Issuer will meet their obligation to pay the amount due under the Securities.

Fitch, Moody's and Standard & Poor's are independent ratings agencies that research and grade the ability of financial and other institutions to make the payments due from the Securities issued and/or guaranteed by them. By way of example, Moody's and Standard & Poor's highest possible rating is AAA, followed by AA and A. These three ratings along with their BBB rating are generally regarded as investment grade (i.e. of higher quality).

All of these ratings, except the AAA rating, can also be modified by a plus or a minus to give a counterparty's relative status within the grade; for example, A+, A, A- for the A rating. Ratings from BB downwards are provided in respect of other securities.

The below table shows Standard & Poor's, Moody's and Fitch's Long Term credit rating of SG (as of 25th February 2014).

Financial Institution	S&P	Moody's	Fitch
Societe Generale	A	A2	A

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

# Risks of the Investment explained

## Risk of capital loss

Your initial capital is at risk if the EURO STOXX 50® falls by more than 40% from the starting level to the maturity level, your initial capital will be reduced by 1% for every 1% fall in the EURO STOXX 50® at the end of the Bond. If this is the case you will lose some or all of your initial capital.

## Risk of early redemption

If you redeem your investment before the end of the term, you may get back less than the amount you originally invested.

## Credit risk

By acquiring the product, the investor takes a credit risk on SG, as the issuer and the guarantor i.e. the issuer's and the guarantor's insolvency ((i.e. defaults on its debt, goes bankrupt or similar) may result in the partial or total loss of the invested amount. Also, any payment you receive may be paid at a time which is different to the Maturity Date and may be paid at a time which is significantly later.

## Inflation risk

Inflation may occur over the duration of your Investment and if the returns, if any, on your Investment are lower than the rate of inflation this will reduce what you could buy in the future.

## Market risk

The product may at any time be subject to significant price movement, which may in certain cases lead to the loss of the entire amount invested.

## Liquidity risk

Certain exceptional market circumstances may have a negative effect on the liquidity of the product, and even render the product entirely illiquid, which may make it impossible to sell the product and result in the partial or total loss of the invested amount.

🔄 The past performance of the EURO STOXX 50® is not necessarily an indication of its future performance.

🔄 The tax treatment of the Bond could change at any time and any tax benefits to you may depend on your individual circumstances. There is always a risk that changes to taxation which could affect the tax treatment of the Bond could be applied retrospectively.

🔄 A Bond such as this does not guarantee immediate access to cash without penalty in the event that you require this during the Term. The Bond is not appropriate if you need income from your investment during the Term.

Investors should not read this document alone but should also read the associated prospectus before making any investment decision. The Issuer and Guarantor recommend that investors read carefully the 'risk factors' section of the notes prospectus. This is obtainable from Wealth Options Ltd. or from your Financial Advisor where the Terms & Conditions and a full list of Warnings are provided.

The prospectus is also available at: [http://prospectus.socgen.com/fileadmin/user\\_upload/contrib PROSPECTUS/Program\\_documentation/09016afa 811e86c8.pdf](http://prospectus.socgen.com/fileadmin/user_upload/contrib PROSPECTUS/Program_documentation/09016afa 811e86c8.pdf)



# Access to the Bond



The Bond will be a tradable Note (subject to the warnings and conditions outlined below) listed on the Luxembourg Stock Exchange.

Societe Generale will, under normal market conditions, and subject to applicable law and regulations and Societe Generale internal policy, provide investors with a bid and offer price on a daily basis for the Bond (with a maximum bid/offer spread of 1%). Societe Generale may determine a bid and offer price in a different manner than other market participants and prices can vary. Sometimes this variance may be substantial.

Societe Generale may be the only market maker in the notes which may affect liquidity. Therefore, investors will, in normal market conditions be able to sell the Bond at any time during the term. The price at which the Bond can be sold will be the open market value determined by Societe Generale which will take fees and charges into account and can be lower than the initial capital amount.

**Warning: During the Investment Term, the value of your investment can go down as well as up.**

## Custody and Your Investment



All financial transactions require a number of parties to provide transfer and custody services which are usually completed by stockbrokers or banks. For custody and execution, Wealth Options have arranged with Redmayne Bentley\*, one of the UKs largest stockbrokers, for the set up of individual client accounts for the purchase of the Notes. Redmayne Bentley is a member of the London Stock Exchange and is regulated by the FCA and PRA in the UK. They participate in the UK Financial Services Compensation Scheme (£50,000 per person) and hold a Professional Indemnity insurance policy to cover each claim on Nominee client assets with Redmayne Bentley up to £10,000,000.

\*For Pension Investors through Life Contracts, your custody agent will be the custody agent used by your Life Company which may be a bank or stockbroker. Investors should refer to the full terms and conditions of their Life Company Contract and understand the risks involved and risks associated with the custody and execution of your investment. Investors are subject to the terms and conditions of their Life Company Contract.

Please refer to the Terms and Conditions of your Life Contract for further details.

## Charges



A fee of up to a maximum of 4.75% is built into the Bond terms and is used to cover the costs associated with the distribution, marketing, administration and literature production for this Bond. No charges are applied directly to the amount you invest or your potential maturity amount and there are no annual management charges. From this commission Redmayne Bentley will receive a fee of 0.40% for custody and execution services. Your Intermediary will be paid 3% for advising you on this investment.

**Warning: Deductions for charges and expenses are not made uniformly throughout the life of the Bond, but are loaded disproportionately on to the early period. If you encash early from the Bond before the Maturity Date the front end loading of charges will have an impact on the amount of money you receive. You may not get back the full amount that you invested.**

# Taxation

Investment returns on the European Kick-Out Bond are paid gross and based on our understating of rates of tax, current legislation, regulations and practice, are subject to Capital Gains Tax (CGT) These are likely to change in the future and may be applied retrospectively. This is a general guide only.

It is important that you consult your tax advisers concerning possible taxation and other consequences of making an investment in the Bond. Wealth Options Limited are not offering any tax advice on this product.

Any gains made from the investment by SSAPs, SIPP, PRBs, ARFs, Credit Unions and Charities will usually be free of tax.

The taxation of any gains on investments in the Bond made by companies, partnerships or other businesses will depend on the tax position of the organisation.

**Warning: This document is based on our understanding of current tax law and practice which is subject to change without notice in both Ireland and the UK.**

**Warning: The above information represents our understanding of the taxation treatment of the Bond but does not constitute tax advice. Investors should satisfy themselves independently of the taxation treatment of the Bond, in relation to Revenue reporting requirements and implications for nondisclosure in their own personal circumstances.**

## 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 capital.
- ✓ You are looking for an investment linked to the performance of Eurostoxx 50.
- ✓ You do not need access to your money over the next 6 years.
- ✓ You have a minimum of €20,000 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 Term.
- ✗ You want a guaranteed return on your investment.
- ✗ You want to add to your investment on a regular basis.

# Questions and Answers



## Should I talk to a financial advisor?

We believe that it is important that you make sure that the Bond is appropriate for you. We do recommend that you talk to a financial advisor before deciding whether to invest in this particular Bond and a specialist tax advisor if you require advice on tax.

## What happens if a Bond is oversubscribed or the Bond does not proceed?

If your money cannot be invested into the Bond for either of these reasons, your initial investment amount will be returned to you.

## What happens if I change my mind?

If you decide to cancel, provided we receive written notice prior to the Strike Date, we will return your initial investment without interest

## Are partial withdrawals allowed?

No, partial withdrawals are not allowed.

## What should I do if I have a complaint?

Any complaint about the sale of this Bond should be made to your authorised intermediary via whom you invested in the Bond. A complaint about any other aspect of this Bond should be made to the Wealth Options Limited Elm House Millennium Park Naas Co Kildare Any complaints or concerns relating to your investment will be investigated thoroughly and in accordance with the Wealth Options Complaints Policy. Details of the Complaints Policy are available on request from the Wealth Options. If you are dissatisfied with the outcome of Wealth Options efforts to resolve your complaint, it is possible that you may be able to refer your complaint to the:

Financial Service Ombudsman's Bureau,  
3rd Floor, Lincoln House,  
Lincoln Place, Dublin 2.  
Lo call: 1890 88 20 90;  
Telephone: (01) 6620899;  
Fax: (01) 662 0890;  
Email: [enquires@financialombudsman.ie](mailto:enquires@financialombudsman.ie)

## What happens to my money?

You open a trading account with Redmayne Bentley one of the UKs largest stockbrokers who will purchase the Notes on behalf of the 'The European Kick-Out Bond'.

## What happens if I cash in my investment early?

The Bond is designed to be held for the full term. If you need to cash in your investment early, you may, however we cannot guarantee what its value will be at that point and it may be less than you originally invested. We will pay you the value of your investment in accordance with the prevailing market rate at that time, less any associated selling costs and transfer taxes, including stamp duty or stamp duty reserve tax to the extent applicable. We will charge an additional 0.5% administration charge of the full realised market value of your Bond (which may be more or less than the initial amount invested). We would need to receive an instruction from you in writing to process the early encashment of your investment. In the case of joint accounts, instructions from all parties will be required.

## How will you keep me informed?

We will write to you to acknowledge the Bond that you have selected within five working days. With this letter we will send you a summary of your investment. We will send you a yearly statement showing the current position of your Bond. Three weeks before maturity we will write to you via your advisor to provide full details of the position so that your advisor can discuss this with you. We will also alert you to an impending maturity. If you do not have an adviser we will provide the information directly to you.

## What happens if I die during the Bond Term?

**Single applicants:** In the event of your death, the Bond will be administered in accordance with the instructions of your personal representatives, and/or as part of probate/administration. For non insured PRSA investors, in the event of the death of a non insured PRSA investor before the maturity date, the investment will continue to the maturity date in the name of the executor or administrator of their will according to usual probate rules.

**Joint applicants:** For Bonds invested in the name of husband and wife, the Bond will transfer automatically to the name of the surviving partner. For other joint applications, the Bond will be administered in accordance with the instructions of your personal representatives, and/or as part of probate/administration. Any instruction to encash the Bond by a personal representative will be treated in the same manner as an instruction by the original investor.

## What should I do if I have more questions?

It is essential that you only invest in the Bond if you fully understand the benefits and associated risks. Where you have unanswered questions you should seek advice from your authorised intermediary. You may also wish to seek other independent advice, for instance independent financial, taxation or legal advice.

# Terms & Conditions



## 1. Definitions

'The European Kick-Out Bond' is the name given by Wealth Options to a note (ISIN: XS0998129828) issued by SG Issuer and guaranteed by Societe Generale under its Debt Instruments Issuance Programme. A copy of the Base Prospectus and any Supplements and Final Terms (containing the full Terms and Conditions of the Notes as well as disclosure on the risks in respect of the Notes) are available upon request from Wealth Options. 'The Guarantor' is Societe Generale and its successors, assigns and transferees. The due and punctual payment of any amounts due by SG Issuer in respect of the notes issued by the Issuer will be unconditionally and irrevocably guaranteed by the Guarantor.

'SG' means Societe Generale.

'Issuer' means SG Issuer as issuer of the Notes. SG Issuer is a limited liability company under the laws of Luxembourg and a 100% owned subsidiary of Societe Generale.

'Wealth Options' means Wealth Options Limited and its successors, assigns and transferees. Wealth Options Limited is regulated by the Central Bank of Ireland.

'Redmayne Bentley' means Redmayne Bentley LLP, its successors, assignees and transferees. Redmayne Bentley LLP is regulated by the Financial Services Authority (FSA) in the U.K. Please see [www.redmayne.co.uk](http://www.redmayne.co.uk) for further information. Redmayne Bentley provides brokerage and custody services only for this investment.

'Index' means the EURO STOXX 50® Index.

'You/Your' means the person(s) (natural or corporate) investing in accordance with these Terms & Conditions (including successors).

'Closing Date' means the 10th April 2014.

'Strike Date' means the 17th April 2014.

'Annual Observation Date' means each of the following: 17 April 2015, 18 April 2016, 18 April 2017, 17 April 2018, 17 April 2019, 17 April 2020.

'Early Redemption Date' means each of the following: 24 April 2015, 25 April 2016, 25 April 2017, 24 April 2018, 26 April 2019.

'Final Valuation Date' means 17th April 2020.

'Maturity Date' means 24th April 2020 the date on which the Investment matures, expires, is sold on your behalf by Redmayne Bentley or otherwise settles.

'Term' means 6 years from the Strike Date to the Final Valuation Date.

'Fitch' means Fitch Ratings.

'Moody's' means Moody's Investor Services Limited.

'S&P' means Standard and Poor's Financial Services LLC.

'FCA' means the UK Financial Conduct Authority (website: [www.fca.gov.uk](http://www.fca.gov.uk)).

'Initial Capital' means the sum of money initially invested by you in the Bond.

'Investments' means the Notes Redmayne Bentley purchases and holds on your behalf under the Bond.

'Notes or Bond' means the European Kick-Out Bond, comprising the Investments subscribed for on your behalf, as specified in your Application Form(s).

'Calculation Agent' means the calculation agent assigned by the Issuer in order to determine the proceeds of the investment in the European Kick-Out Bond on Maturity of the Bond.

'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.

## 2. Availability

(i) Applications cannot be accepted after the closing date, except at the discretion of Wealth Options.

(ii) In the event that this offering is oversubscribed, investments will be allocated on a first come first served basis. Wealth Options reserves the right to close this offering earlier or not proceed with it if funds raised are deemed to be insufficient.

## 3. Documentation

**Proof of Identity and Address:** In order to satisfy anti-money laundering requirements as set out in the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 we need to establish the identity of all investors. The minimum requirements are set out at the bottom of the Application form.

**Application Forms:** Complete and sign the European Kick-Out Bond application forms. By signing Redmayne Bentley's nominee account opening form(s) you are confirming that you have read their terms and conditions which are available at [www.redmayne.co.uk/terms](http://www.redmayne.co.uk/terms) or through your Financial Advisor.

## 4. Maturity

The proceeds of your investment will be returned gross to your Redmayne Bentley or Life Company account after the Maturity date. Wealth Options will contact your Financial Advisor on or before the maturity date advising on the final performance of the Investment and arrange for the proceeds to be returned to the investor. Wealth Options cannot be relied upon to advise, nor takes any responsibility for the tax implications (if any) in respect of investing in the Bond or investor responsibility in terms of filing tax returns.

## 5. What happens if I die?

In the event of a death of a sole investor or surviving joint account holder prior to the Maturity Date of the investment, the Investment will continue in the name of the Executor or Administrator. Alternatively, the Investment may be redeemed prior to Maturity Date, subject to normal probate legislation at its realisable value. For self directed or self administered pension plans, in the event of death of a policyholder/member prior to the maturity date, the investment may be redeemed at its realisable value as determined by Societe Generale which may be more or less than the initial capital invested. The proceeds from such a redemption would be paid to the life company/pension trust. For non-insured PRSA investors, in the event of the death of a non-insured PRSA investor before the maturity date, the investment will continue to the maturity date in the name of the executor or administrator of their will according to usual probate rules.

## 6. Accessibility

Accessibility is provided prior to the final maturity date by the Issuer, subject to market conditions. The minimum encashment amount is notional €20,000 and investors are required to complete and signed a written instruction to encash. Where investors sell or encash their investment prior to the final maturity date the price received may result in investors receiving more or less than their initial capital. Encashment prices during the investment term can be quite volatile which reflect a number of factors which can be independent of the investment strategy. Repayment of funds may take 14 working days or longer to process. Wealth Options reserves the right to levy a fee to cover any administration and associated costs for encashments prior to the final maturity date.

## 7. Right to Terminate Investment

You have the right to cancel this Investment by notifying Wealth Options in writing prior to the closing date.

## 8. Investor Compensation\*

Redmayne Bentley participates in the UK Financial Services Compensation Scheme (£50,000 per person). Please refer to [www.fscs.org.uk](http://www.fscs.org.uk) for specific terms and exclusions. As set out in the account opening terms and conditions by Redmayne Bentley, there is an insurance policy for each claim on client assets of up to £10,000,000. Investors should note that this insurance relates to custody services as provided by Redmayne Bentley only and that it does not apply to any potential losses arising from the performance of the investment. Funds are not afforded protection under the Client Asset Requirements until they are swept from the clearing account which Redmayne Bentley will use, into the individual Redmayne Bentley client nominee account. You do not have a claim against a specific sum in a clearing account; your claim is against the client assets pool in general.

## 9. Holding or Transfer of Client Assets outside Ireland\*

Your investments will be held in a safe custody account designated as a client account, in accordance with the Client Assets Requirements. You acknowledge and consent that Redmayne Bentley may hold your money and investments (collectively referred to as "client assets") with, or undertake a transaction for you which requires Redmayne Bentley to pass your assets to, an Eligible Third Party located outside Ireland. In such circumstances the legal and regulatory regime applying to such Eligible Third Party and your rights in relation to the client assets held in such manner may be different to that which would apply if such client assets were held by an Eligible Third Party in Ireland. In the event of a default or failure of that Eligible Third Party, the client assets may be treated differently from the position which would apply if the assets were held by an Eligible Third Party in Ireland. Redmayne Bentley will exercise due skill, care and diligence in the selection, appointment and periodic review of any Eligible Third Party and the arrangements for holding and safekeeping of your investments but Redmayne Bentley shall not be responsible for any acts, omissions or default of any such Eligible Third Party, save where such a default is caused by fraud, wilful default or negligence on the part of Redmayne Bentley or its nominee company. Although Redmayne Bentley will seek to ensure that adequate arrangements are made to safeguard your ownership rights, especially in the event of its own insolvency, your investments may be at risk if an Eligible Third Party becomes insolvent.

## 10. Client Assets and Pooled Investment\*

Your client assets may be held by Redmayne Bentley, or Eligible Third Parties with other clients' assets as part of a common pool so you do not have a claim against specific assets; your claim is against the client assets pool in general. In the case of pooled investments, your individual entitlements may not be identifiable by separate Notes, physical documents or equivalent electronic entries on the register and may be subject to third party claims (including claims by general creditors) made against Redmayne Bentley, or the relevant Eligible Third Party. In the event of an irreconcilable shortfall following any default of the Eligible Third Party responsible for pooled investments, you may not receive your full entitlement and may share in that shortfall pro-rata. You hereby consent to the holding of your client assets in a pooled account as described above. You acknowledge that any investments held with an Eligible Third Party may be subject under the applicable laws to a right of security, lien, set-off, retention or sale or other encumbrance in favour of such Eligible Third Party. In the case of any such pooled client account Redmayne Bentley will: i) ensure that such account is in the name of Redmayne Bentley, is designated as a client account and that Redmayne Bentley is entitled to issue instructions in respect of such accounts; ii) obtain from the Eligible Third Party with whom the client assets are lodged, acknowledgement that the account is a client account containing client assets; and iii) comply with the Client Assets Requirements regarding client assets.

## 11. Jurisdiction

The Terms and Conditions shall be governed by and construed in accordance with the laws of Ireland and the Courts of Ireland shall have exclusive jurisdiction to resolve any disputes.

## 12. Data Protection

Your data will be maintained in accordance with the obligations of the Data Protection Acts 1998 and 2003 and subsequent legislation. Wealth Options and any third parties observe a duty of confidentiality about your financial affairs. No party will disclose details of your account or your name and address to anyone else, other than to any confidentially appointed agents acting on their behalf or where they are permitted or compelled by law to do so.

## 13. Liability and Indemnity

Wealth Options will not be held liable for any acts, errors or omissions by Societe Generale or Redmayne Bentley. In the event of a credit event: Wealth Options will not be liable to make good from its own assets any loss of capital or shortfalls; Wealth Options will pass on the full value of the proceeds it receives from Societe Generale and Redmayne Bentley. Wealth Options or any third party shall not be liable for any failure to provide any service if such a failure results from any event or state of affair beyond their reasonable control, including, without limitation, to natural disasters, delay or breakdown in communications, suspension of dealing on relevant exchanges or any failure of communication, computer systems or equipment. Figures presented in this document may be rounded to the nearest decimal place.

## 14. Variation

Wealth Options reserves the right to amend, vary or supplement these Terms and Conditions or to modify any features of this investment from time to time as required during the investment term. Wealth Options may also amend these Terms & Conditions if there is a material legal, tax or regulatory change affecting them. Wealth Options will notify you in advance of any changes taking effect, where possible. No Person (or other Party) other than Wealth Options has been involved in the preparation of this brochure, nor has issued nor approved it, nor takes any responsibility for such information or makes any representation or warranty regarding the accuracy, completeness of such information and no liability to any person is accepted by any person or other party in connection with such information. The investment is not sponsored or promoted by Societe Generale or the EURO STOXX 50® Index, nor have they any obligation or liability in connection with this investment. This document has not been reviewed, approved or otherwise endorsed by Societe Generale or any of their affiliates and Societe Generale accepts no responsibility in relation to the accuracy, completeness or adequacy of the information included herein. Nothing in this document should be considered to be a representation or warranty by Societe Generale to any person regarding whether investing in the Bond described herein is suitable or advisable for such person.



## 15. Complaints Procedure

In the first instance please contact Wealth Options Limited at Elm House, Millennium Park, Naas, Co Kildare. If for any reason you are dissatisfied with our efforts to resolve your complaint you may refer your complaint to: The Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2 (Lo-call: 1890 88 20 90; telephone: (01) 6620899 or fax: (01) 6620890). Email enquiries should be sent to [enquiries@financialombudsman.ie](mailto:enquiries@financialombudsman.ie).

## 16. Risk Factors

**(i) Market Risk** - Investors should ensure they are aware of the risk associated with investing in the financial markets. Prices are not guaranteed and may fall as well as rise during the term of the Bond. Prices will be influenced by the performance of the underlying Index but may also be influenced by external factors including financial, political and economic events. In the event of the Bond reaching the Final Valuations Date, your initial capital is at risk if the EURO STOXX 50® falls by more than 40% from the starting level to the maturity level, your initial capital will be reduced by 1% for every 1% fall in the EURO STOXX 50® at the end of the Bond. If this is the case you will lose some or all of your initial capital.

**(ii) Credit Risk** - Your credit risk resides with the creditworthiness of Societe Generale. In the event of Societe Generale defaulting, your investment is not covered under any guarantee scheme and any compensation claim will need to be filed with the appropriate liquidators or administrators.

**(iii) Disruption and/or Early Termination Risk** - During the term of the Bond there may be adjustments by the Calculation Agent to the terms and conditions of the Investment due to events such as mergers, disposals, market disruptions or other extraordinary events. The Calculation Agent may make necessary adjustments to the terms of the Investments in its sole and absolute discretion, acting in good faith and in a commercially reasonable manner. This may include early termination of the Investments. The investment return may be lower as a result of any adjustment.

**(iv) Early Encashment Risk** - If you wish to exit the investment early, the price will be determined by the secondary market. The secondary price will reflect a number of factors including the level of the underlying stocks, volatility, time to maturity and interest rates. As a result, there can be no assurance that a selling investor will receive a price equal to or in excess of the amount initially invested. In certain market conditions there may be no secondary market price and investors may not be able to sell their holding before maturity. While Societe Generale intends to provide a secondary market for the Bond, there is no guarantee of this intended access.

**(v) Tax Risk** - Wealth Options are not tax advisors and recommend all investors consult their accountant or tax advisor before investing. Investment returns are paid gross and it is up to each investor to pay any subsequent tax liability and to file a tax return.

*\*Does not apply to Life Contract Investors*



Wealth Options distribute a range of financial services from leading product manufacturers exclusively to regulated intermediaries. Wealth Options do not distribute products directly to the public.



**WINNER**  
**Europe**  
Structured Products  
Awards 2012



# European Kick-Out Bond

 Non Pension Investors -  
Complete pages (i) (ii) & (iii)

 Life Company Pension Investors - Complete  
Relevant Life Company Forms Only

 Self Administered Pension Investors -  
Complete Pages (i) (ii) & (iv)

**I / We hereby apply to invest in the European Kick-Out Bond:**

## Personal Details

### First Applicant

 Ms. ☐ Mr. ☐ Mrs. ☐

Surname

First Name

Date of Birth

Tel

Address

Citizenship

### Second Applicant

 Ms. ☐ Mr. ☐ Mrs. ☐

Surname

First Name

Date of Birth

Tel

Address (if different)

Citizenship

I / We wish to invest €

in the European Kick-Out Bond\*.

\*Minimum Investment is €20,000  
Cheques made payable to Redmayne Bentley.  
Bank details on bottom of page (ii)  
Denominations of 000's only.

## Type of Investment

Personal ☐Corporate ☐Pension ☐

Other

Pension Provider

Policy Number

**To comply with the current Anti-Money Laundering and Terrorist Financing legislation, Wealth Options Ltd is required to ask you about the original source of your wealth in respect of this application. Please complete BOTH sections A and B below and sign the declaration:**

## Section A: Source of Funds

Please state the payment method:

A. Personal Cheque

B. Fund Transfer

C. Bank Draft

D. Other – Please Specify

Please provide bank details (if sending funds by Funds Transfer or Bank Draft):

Account Holder Name(s) Branch:

Bank Name: Account Number:

## Section B: Source of Wealth

How have the funds to pay for the investment been accumulated:

Salary/Savings

Sales of Assets

Inheritance

Other:

Send completed application along with cheque / draft in the post to:  
The Investment Department, Wealth Options Ltd, Unit 1C Elm House, Millennium Park, Naas, Co. Kildare

## Declarations

### Applicant(s) Declaration

I / We declare that:

- (i) the details above are correct;
- (ii) I/We are over 18 and
- (iii) I/We have read understood and accept the Terms and Conditions set out in the European Kick-Out Bond brochure;
- (iii) I/We have read, understood and accepted the risk warnings and explanation of capital protection as set out in the European Kick-Out Bond brochure;
- (iv) If I/We encash the investment before Maturity Date, I/We may lose some or all of the money I/We put in;
- (v) I/We acknowledge that investments may fall as well as rise in value;
- (vi) I/We have been provided with a Brochure outlining the key features of the European Kick-Out Bond.

1st Applicant Signature

Date

2nd Applicant Signature

Date

### Intermediary Declaration

I declare that I have met the above named applicants and have explained the European Kick-Out Bond to them and am satisfied that it is suitable for their needs.

Financial Advisor Name

Financial Advisor Signature

Financial Advisor Firm

Date

**Warning: If you cash in your investment before the 24th April 2020 you may lose some or all of the money you invest.**

**Warning: If you invest in this product you may lose some or all of the money you invest.**

**Warning: If you invest in this product you may not have any access to your money for 6 years.**

**Warning: The value of your investment may go down as well as up.**

## Minimum Anti-Money Laundering Documentation Requirements\*

### Private & Pension Investors

- Proof of Identity - Certified copy of one of the following for each applicant: valid passport or drivers license
- Proof of Address - Certified copy of two of the following for each applicant: utility bill or bank statement dated within 3 months
- Proof of PPSN - Certified copy of PPSN for each applicant

### Corporates/Trusts/Charities/Credit Unions

The same requirements as above apply to 2 Directors (or equivalent) and/or Beneficial Owners. Additionally we require:

- Corporates: Signed Board Resolution, Memo's & Arts of Association & Certificate of Incorporation;
- Trusts: Deed of Trust;
- Credit Unions: Signed Board Resolution & Statement of Authorised Status;
- Charities formed as Trusts: Signed Board Resolution, & Deed of Trust;
- Charities formed as Incorporated Bodies: same requirements as Corporates

*\*Further documentation may be required in certain circumstances due to the level of customer due diligence necessary*

## Bank Details - Transfers and Cheques\*\*

All Non-Life Company pension investors please make cheques or drafts payable to "Redmayne Bentley" or please transfer funds to Redmayne Bentley:

Bank Name: AIB, South Mall, Cork,  
IBAN: IE47 AIBK 9363 8331 4090 40  
BIC: AIBKIE2D  
Reference: Investor name

*\*\*We do not accept any third party cheques.*

## Redmayne Bentley Nominee Account Agreement Form

**Please complete white boxes only.**

### **Personal Details** (BLOCK CAPS PLEASE)

Account No (if existing client)

Please tick if the account has been set up in joint names ☐

#### **Primary Contact** (for single applications)

Title (e.g. Mr. Mrs. Dr.)

Surname

First Names (in full)

Date of Birth (DD/MM/YY)

Address:

Email:

Tel:

Occupation:

Employer:

Residential Status:

#### **Secondary Contact** (for joint applications)

Title (e.g. Mr. Mrs. Dr.)

Surname

First Names (in full)

Date of Birth (DD/MM/YY)

Address:

Email:

Tel:

Occupation:

Employer:

Residential Status:

### **Payments** (To be completed for Investment Products that provide a regular income only so payment can be sent to your account)

Please pay any dividends to: Redmayne-Bentley Deposit Account ☐ or Bank / Building Society ☐

Name of Bank / Building Society

Bank Address

Postcode

Bank Account Holder's Name(s)

Sort Code

Bank Account Number

### **Declaration**

I declare that:

- ☒ I / We\* have read, understood and retained a copy of Redmayne-Bentley's Terms & Conditions and A Guide to our Services & Charges.
- ☒ I / We\* wish to open a Nominee account with Redmayne Bentley (Nominees), and accept the Terms & Conditions as laid out.
- ☐ I / We\* wish to deal in overseas stocks and enclose a completed W-8BEN form.
- ☐ I / We\* wish to transfer existing shares to you, please send \_\_\_\_\_ CREST transfer form(s) (one for each holding).
- ☒ I / We\* consent that Redmayne-Bentley may execute orders outside a regulated market or multilateral trading facility when they are able to achieve a similar or better result. Dealing will be in accordance with the published Best Execution Policy.
- ☒ I / We\* declare that this application form has been completed to the best of my knowledge.

Primary Account Holder Signature

Date

Joint Account Holder Signature  
(if applicable)

Date

## Redmayne Bentley Pension Dealing Account Form:

### **Please complete white boxes only.**

This form is to be completed by the Trustees of the scheme. It should be read in conjunction with Redmayne-Bentley's Terms & Conditions and Guide to Our Services & Charges.

Name of Pension

Type of Pension (Please select as appropriate): A(M)RF ☐ PRB ☐ SSAP ☐ SIPP ☐ Other ☐ (Please specify) \_\_\_\_\_

#### **Beneficiary's Details** (for single applications)

Title (e.g. Mr. Mrs. Dr.)
Surname
First Names (in full)
Date of Birth (DD/MM/YY)
Address
Email
Tel

#### **Second Beneficiarys Details** (for joint applications)

Title (e.g. Mr. Mrs. Dr.)
Surname
First Names (in full)
Date of Birth (DD/MM/YY)
Address
Email
Tel

#### **Trustee Details**

##### **Trustee One**

Title (e.g. Mr. Mrs. Dr.)
Surname
First Names (in full)
Company Name
Address
Email
Tel

##### **Trustee Two**

Title (e.g. Mr. Mrs. Dr.)
Surname
First Names (in full)
Company Name
Address
Email
Tel

If there are more than two trustees, please tick this box ☐

You will need an additional form in order to complete the details of the additional trustees.

#### **Declaration**

##### **I declare that:**

1. The individual(s) detailed above is a member of an authorised pension scheme or QROPS.
2. The member(s) have been supplied with a copy of our Terms & Conditions and Guide to Our Services and Charges.
3. You agree to be bound by those Terms & Conditions.
4. If named as the Primary point of contact, you agree to pass on details of all corporate actions to the member(s) in a timely manner.
5. Unless indicated otherwise above, you agree for the stock to be held in Redmayne Bentley Nominee Ltd.

Trustee One/First Authorised Signatory Signature

Date

Trustee Two/Second Authorised Signatory Signature (if applicable)

Date