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COMPANY, CHARITY AND TRUSTEE INVESTMENTS

PLAN APPLICATION PACK

Tempo Structured Products FTSE 100 FDEW Long Kick-Out Plan

November 2020

This pack contains the terms and conditions and application forms for the FTSE 100 FDEW Long Kick-Out Plan

This plan application pack should be read together with the plan brochure, before deciding to invest

We have designed this plan for professionally advised investors, who are clients of authorised and regulated investment firms, investing as part of a diversified and balanced portfolio.

As with all forms of investment there are risks involved. This plan does not guarantee to repay the amount invested. The potential returns of the plan and repaying the money invested are linked to the level of the FTSE 100 FDEW and also depend upon the financial stability of the Issuer and the Counterparty Bank.

It is important that you carefully consider the current level of the FTSE 100 FDEW, the level of its fixed dividend and the outlook for its future level. You can find information about this on pages 9-11 of the plan brochure. This plan is designed for investors who have a positive view of the future level of the FTSE 100 FDEW, over the medium to long term.

It is important that you read and understand the plan documents explaining the features and risks of the plan and agree to the terms and conditions before investing. If there is any feature, risk or term that you do not understand or do not agree to, you should discuss this with your Professional Adviser before investing in the plan. You should only invest in this plan if you understand and accept the risk of losing some or all of any money invested.

Applications to invest in the plan will not be accepted if an authorised and regulated investment firm has not assessed the plan's suitability for your personal circumstances.

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This application pack is for companies, charities and trustees wishing to invest in the plan. If you are an individual wishing to invest in the plan as an 'ISA', 'ISA transfer' or 'direct investment', or if you are wishing to invest in the plan through a pension, please use the appropriate application pack.

Important dates for applications

Deadline for ISA transfers	The date by which ISA transfer applications must be received.	19 Oct 2020
Deadline for all other investments	The date by which all other applications and cleared funds must be received. Some platforms and pension administrators may require time to process investments, therefore we recommend submitting platform and pension applications 2 - 3 business days before this deadline.	06 Nov 2020

Applications must be received on or before the dates in the above table. The offer period may close early, for instance if the plan's available capacity for new investments is reached.

Application forms can be sent by email or post

Applications can be completed by hand, signed and scanned, or completed electronically, including electronic signatures.

You can email scanned or electronically completed application forms to the Plan Administrator:

Email to: tempo.applications@jbrearley.co.uk

You can post hard copies of application forms (including all ISA transfers) to the Plan Administrator:

Post to: Tempo Structured Products, c/o James Brearley, PO Box 34, Unit 2, Burton Road, Blackpool, FY4 4WX.

Hard copies of application forms are not required - unless an application includes an ISA Transfer instruction.

You should read this plan application pack together with the plan brochure and the 'if/then…' summary, which explains how the plan works, including the risks.

Need to contact us?

If you have any questions about the plan and whether it is suitable for your personal circumstances, you should speak with your **Professional Adviser**.

If you have any general questions about the plan, you may also contact us, **Tempo Structured Products (the Plan Manager)**: 020 7391 4740 or info@tempo-sp.com.

If you have any questions about how your application is processed or future administration queries, please contact **James Brearley (the Plan Administrator)**: 01253 831165 or tempo-sp@jbrearley.co.uk.

If you invest in the plan, you will also receive access details for a **web portal**, for valuations and copies of correspondence: webportal.jbrearley.co.uk/tempo.

In addition to the plan brochure, the 'if/then…' summary and this plan application pack there are other important documents, including a Key Information Document ('KID'), which you should consider, before deciding to invest in the plan. Please see 'Some final points and frequently asked questions' in the plan brochure for details.

Nothing in the plan brochure or this plan application pack provides investment, tax, legal or any other form of advice. Neither Tempo Structured Products nor James Brearley are able to provide advice on the plan or its suitability for personal circumstances.

This plan application pack includes the terms and conditions and application forms for the FTSE 100 FDEW Long Kick-Out Plan, November 2020. It is important that you read the terms and conditions and plan application pack in full, together with the plan brochure, before deciding to invest in the plan.

If you have read the plan brochure and the plan application pack and wish to invest, please select the right application form for the type of investment that you wish to make. Please fill in all sections of the form accurately and clearly. Your Professional Adviser should also complete the adviser section of the form.

Terms and conditions

1. Introduction

These terms and conditions are between you and James Brearley & Sons Limited, whose trading name is James Brearley. James Brearley administers the plan, which has the features and risks set out in the plan brochure and this plan application pack. You should read both the plan brochure and plan application pack in full, which together are referred to as the 'plan documents'.

2. Definitions and glossary

2.1 Definitions

Bold, capitalised terms are used to highlight defined roles and entities in the plan brochure and terms and conditions:

Counterparty Bank(s): The financial institution ultimately responsible for, and who if necessary will meet, the payment obligations (including paying the potential returns and repaying the money invested) of the Issuer. If the Issuer has arranged the plan securities so that they depend on the financial stability of more than one Counterparty Bank, this will be explained in the plan brochure.

FCA: Financial Conduct Authority and any future body that has regulatory control in the United Kingdom. They can be contacted at 12 Endeavour Square, London E20 1JN.

HMRC: Her Majesty's Revenue & Customs.

ISA: An Individual Savings Account.

ISA Manager: An HMRC authorised ISA manager. James Brearley is an ISA Manager.

Issuer: The entity responsible for issuing the investments that make up the plan. The Issuer is usually part of the Counterparty Bank.

Plan Administrator: James Brearley, who are responsible for the plan's administration and custody. James Brearley is the trading name of James Brearley & Sons Limited (company no. 3705135) which is authorised and regulated by the FCA (FCA No. 189219).

Plan Administrator's contact details:

- **Email:** tempo-sp@jbrearley.co.uk
- **Telephone:** 01253 831165
- **Postal address:** Tempo Structured Products, c/o James Brearley, PO Box 34, Unit 2, Burton Road, Blackpool FY4 4WX
- **Website:** www.jbrearley.co.uk

Plan Manager: Tempo Structured Products who are responsible for designing, arranging and promoting the plan.

Plan Manager's contact details:

- **Email:** info@tempo-sp.com
- **Telephone:** 020 7391 4740
- **Postal address:** Tempo Structured Products, 338 Euston Road, London NW1 3BG

Professional Adviser: An authorised and regulated investment firm who has provided you with investment advice and assessed the suitability of the plan for you.

Regulations: Any laws, regulations or court judgments applicable to the Plan Manager in managing your Plan, including the rules of the FCA and the Individual Savings Account Regulations 1998, as amended from time to time.

2.2 Glossary

We have provided a glossary to explain some important words used in the terms and conditions and the brochure, and we have highlighted these words in bold when they are used:

Adviser fee: Any fee that you have agreed to pay to your Professional Adviser for their services in relation to your investment in the plan.

Application: The properly completed application form for your investment in the plan.

Business days: Days (other than Saturdays or Sundays) on which commercial banks are open for business in London.

Cancellation notice form: The form sent to you by the Plan Administrator with the acknowledgement of your application.

Cash settlement account: The part of your plan where the Plan Administrator records any cash held on your behalf (for example, after the plan matures and before they pay proceeds to you following the maturity date). For the avoidance of doubt, an ISA cash account is also a cash settlement account.

Client money account: A deposit account, which is a client account as defined by CASS 7 (the FCA's Client Asset Sourcebook). The account is held with one or more UK-licensed banks or building societies. It will be held in the Plan Administrator's name, but will only hold clients' money in accordance with the Plan Administrator's regulatory responsibilities. It is used to hold the money of one or more of the Plan Administrator's clients.

Early maturity: A feature that causes the plan to mature before the end of the full investment term, if specified conditions are met. If the plan has an early maturity feature, this will be explained in the plan brochure.

End date: The final date at the end of the full investment term on which the plan could mature, if a kick-out or early maturity does not occur.

End level: The closing level of the stock market to which your plan is linked on the end date.

Full Investment Term: The length of time that the plan securities could be held within the plan between the start date and the end date.

Gross plan investment: The total amount of money that you wish to invest in the plan, including any ISA transfer amount, and also any adviser fee to be paid.

Group: Any company in the same group of companies as the Plan Administrator or the Plan Manager. For the avoidance of doubt, the Plan Administrator and the Plan Manager are not in the same group.

ISA transfer amount: The value of an ISA transfer to the Plan Administrator from another ISA Manager (including transfers from a cash ISA) or from the Plan Administrator to another ISA Manager.

Kick-out: A feature that causes the plan to mature before the end of the full investment term, if specified conditions are met. If the plan has a kick-out feature, this will be explained in the plan brochure.

Maturity date: The date on which the plan finishes, as detailed in the plan brochure. This may be a fixed date at the end of the full investment term or an earlier date if the plan has a kick-out feature or early maturity feature and the specified conditions are met.

Maturity payment: The payment due from the plan on the maturity date.

Net plan investment: The money to be invested into plan securities on the start date, which is the gross plan investment less any adviser fee.

Offer period: The period during which the Plan Administrator may process applications to invest in the plan.

Plan: The plan described in the plan documents. It will be administered for you by the Plan Administrator and held in accordance with these terms and conditions.

Plan documents: The plan brochure and plan application pack, which includes these terms and conditions, which you confirm you have read by signing the declaration in your application.

Plan securities: The securities issued by the **Issuer**, which the Plan Administrator purchases on the start date and holds on your behalf until the maturity date.

Recovery rate: The extent to which money can be recovered on a financial asset of a company that is in default. This is expressed as a percentage amount (for example, if a company defaults and the recovery rate is 40% for an asset, this means that holders of that asset get back 40% of the value of that asset).

Start date: The date at the start of the investment term on which the Plan Administrator invests your net plan investment into the plan securities.

Start level: The closing level of the stock market to which your plan is linked on the start date.

Tempo Structured Product plan: A structured product plan designed, arranged and promoted by the Plan Manager, Tempo Structured Products.

Terms and conditions: These terms and conditions, which form part of the plan documents.

Web portal: A secure online portal where you can access valuations, statements and other documents using unique access details, which will be provided to you by the Plan Administrator after your application is acknowledged.

Written or in writing: An instruction that you have signed or correspondence issued to you by the Plan Administrator or the Plan Manager.

You: You, the individual(s), trustee(s), corporate or other body who has applied for the plan under these terms and conditions and who will become a James Brearley client.

3. Processing your application

(a) The **Plan Administrator** agrees to process your **application** and arrange your investment into the **plan**. They may begin to arrange your plan, with the **Plan Manager,** as soon as they receive your **application**.

(b) The **Plan Administrator** will treat you as a retail client in accordance with the **FCA**'s Conduct of Business rules. For the **FCA**'s definition of a retail client, please visit www.handbook.fca.org.uk.

(c) The **plan** is designed for clients of **Professional Advisers.** The **Plan Administrator** will reject **applications** if a **Professional Adviser** has not confirmed that they have assessed the suitability of the plan for you. The **Plan Administrator** may also reject **applications** if the **Professional Adviser** is not approved by the **Plan Manager**.

(d) The **Plan Administrator** will open the **plan** for you once they have received an **application** in a form acceptable to them and your **gross plan investment** has cleared. All **applications** are subject to anti-money laundering and other regulatory checks by the **Plan Administrator** from time to time. An **application** may be rejected if, in the **Plan Administrator**'s reasonable opinion:

(i) you are not eligible to invest in the **plan**; or

(ii) your **application** is incomplete, needs clarification or the information provided is insufficient (including if the **Plan Administrator** cannot verify your identity in accordance with clause 28); or

(iii) The **Plan Administrator** receives your **application** after the **offer period** has closed; or

(iv) the **gross plan investment** is not available to the **Plan Administrator** as cleared funds on the **start date**. Please note that banks and building societies may take up to 10 **business days** to clear funds paid by cheque. If you wish to invest in the **plan** by transferring an **ISA**, be aware that an **ISA** transfer can take 30 days or more to complete. If, after any **adviser fee** is deducted your **net plan investment** is less than the minimum investment amount allowed, your **application** may be rejected.

(e) If your **application** is rejected by the **Plan Administrator** your **gross plan investment** will be returned to you, unless it is an **ISA** transfer, when the **Plan Administrator** will hold the **ISA transfer amount** while they wait for your further instructions.

(f) If you send your **gross plan investment** without a reference number and the **Plan Administrator** is unable to allocate it to your account, it can only be held for a maximum of 5 **business days**. If the relevant information that is required is not received within 5 **business days** your **gross plan investment** will be returned to you. An electronic payment will be returned to the account from which it was paid and a cheque will be returned to the bank branch on which it was drawn.

(g) The **Plan Administrator** reserves the right to exclude **applications** for the **plan** after they have been acknowledged. This could happen if, for example, they have to close the plan early. The **Plan Administrator** has the right close the offer period early or to cancel distribution of the plan as a whole. This could happen if, for example, they do not receive enough applications, or if they receive too many applications and the **Plan Manager** is unable to arrange the capacity required with the **Issuer**. This could lead to one or more applications for the **plan** being excluded. While early closure or cancellation could be for any reason, the most likely reasons include changes to market conditions, lack of availability of the **plan securities**, difficulty arranging the plan securities to match the terms of the plan, or changes to laws or regulations. If your **application** is received after the offer period has closed, or your **application** is excluded after it has been acknowledged, or if the **Plan Administrator** cancels distribution of the **plan** as a whole, they will hold your money while they wait for instructions from either you or your **Professional Adviser**.

(h) If the **Plan Administrator** rejects your **application**, closes the offer period early or excludes your **application** or cancel the **plan**, your **gross plan investment** will not be invested in the **plan securities** or earn interest. Neither the **Plan Administrator** nor the **Plan Manager** will be liable to you for any actual or consequential losses.

4. What happens to your gross plan investment

(a) Within 1 **business day** of receipt, the **Plan Administrator** will record your **gross plan investment**, including any **adviser fee**, in your **cash settlement account**. Your **cash settlement account** is a **client money account**.

(b) If you have instructed the **Plan Administrator** to pay an **adviser fee** to your **Professional Adviser** on your behalf, this will be debited from your **cash settlement account** within 3 **business days** of acknowledging your **application**, for payment to your **Professional Adviser**.

(c) As long as your **net plan investment** is more than the **plan**'s minimum allowed investment amount, the **Plan Administrator** will invest your **net plan investment** into the **plan securities** on the **start date**.

(e) Interest will not be paid on cash in your **cash settlement account**.

5. Your right to cancel

(a) You have a right to cancel your investment. You may cancel your investment at any time after you submit your **application**, but you must send the **Plan Administrator** notification of cancellation in durable form within the time described in clause 5(c) below.

(b) When the **Plan Administrator** has processed and accepted your **application** they will send you a written acknowledgement by email.

(c) If you decide to cancel your **application**, you must send your cancellation notification to the **Plan Administrator** (as described in the plan documents) before the end of 14 days from the date your **application** is received by the **Plan Administrator** to ensure your notification is received in good time.

(d) If the **Plan Administrator** receives your cancellation notification on or before the start date, they will cancel your **application** and you will receive a refund of your **net plan investment** (in other words, your **gross plan investment** less any **adviser fee** that has been deducted), less an amount relating to the costs of providing its service, which may include costs incurred by the **Plan Manager** in cancelling the arrangements they made for your investment in the **plan securities**.

(e) If the **Plan Administrator** receives your cancellation notification after the **start date** or the end of your 14 day cancellation period, they will encash your **plan** as described in Clause 10.

(f) Your **net plan investment** will only be returned to you following cancellation once the **Plan Administrator** is certain that your **gross plan investment** is available as cleared funds.

(g) If your **application** was an **ISA** transfer, the monies will be held in a James Brearley **ISA** while the **Plan Administrator** waits for your further instructions.

(h) If you decide to cancel your investment in the **plan**, you will need to discuss reclaiming any **adviser fee** with your **Professional Adviser**. Neither the **Plan Administrator**

nor the **Plan Manager** are responsible for reclaiming or refunding any **adviser fee** after it has been paid to your **Professional Adviser**.

6. Holding cash in your plan

(a) All cash within your **plan** (including cash held before the **start date** and after the **maturity date**) is held in your **cash settlement account**. Your **cash settlement account** is a **client money account**.

(b) The **Plan Administrator** will select one or more UK-regulated banks or building societies to provide the **client money account**. These banks or building societies will be members of the UK's Financial Services Compensation Scheme (FSCS).

(c) If any bank or building society providing the **client money account** defaults, if there is an unreconciled shortfall in the money held in the **client money account**, you may suffer a shortfall in proportion to your original entitlement to money held in the account.

(d) The **Plan Administrator** is not responsible for the default of any banks or building societies that it uses to provide the **client money account**. Please refer to the plan brochure for more information on whether you may be entitled to compensation from the FSCS if such a default should occur and result in a loss of some or all of your **plan** Investment.

(e) No interest will be paid on cash held in your **cash settlement account**.

7. Investing your net plan investment in the plan securities

(a) The **Plan Administrator** will act as your agent for the investment of your **net plan investment** in the **plan securities**. Due to the nature of the **plan**, all transactions will usually be solely with the **Issuer**.

(b) If for any reason the purchase of **plan securities** cannot be completed, the **plan** will be cancelled and your **net plan investment** returned to you. If your application was an **ISA** transfer, the **Plan Administrator** will hold your money in a James Brearley ISA while they wait for your further instructions.

8. How plan securities are held in your plan

(a) The **plan securities** will be held on your behalf by the **Plan Administrator**, in the name of one of its nominee companies. The nominee company will be a company in the same **group** as the **Plan Administrator**. While the nominee company will be the legal owner of the **plan securities**, you will be their beneficial owner.

(b) The **plan securities** will be held on a pooled basis. This means that although the amount of **plan securities** that you are entitled to will be recorded and separately identified by the **Plan Administrator**, your interest may not be identified by separate documents or certificates of title. So, if the **Plan Administrator** or its nominee company defaults, any shortfall in the **plan securities** may be shared proportionately among all investors in the **plan**.

(c) If the **Plan Administrator** holds **plan securities** in a Euroclear Crest Account, you may request those plan securities to be transferred into an account operated on an individual rather than pooled basis. However, the **Plan Administrator** may make a charge of £1,000 for the provision of this separate bespoke custody service and may reject your request.

(d) You may not charge, pledge or otherwise use your **plan** or the **plan securities** as security for any loan or other obligation.

(e) If the **Plan Administrator** receives any income, growth or other payments in respect of your investment in the **plan securities**, these will, unless agreed otherwise, be held in your **cash settlement account** while the **Plan Administrator** waits for your instructions.

(f) The **Plan Administrator** will hold the **plan securities** on your behalf until the **maturity date**.

9. Communicating with you

(a) All communications regarding your **plan** will be **in writing**, in electronic form by email. You need to provide an email address when you complete your **application**. Communications after the **start date** are also available online through the **web portal**. The **Plan Administrator** will provide you with unique access details to the **web portal**, following acknowledgement of your **application**.

(b) After receipt of your **application**, the **Plan Administrator** will provide you with confirmation by email when your **application** has been processed and accepted.

(c) After the **start date**, the **Plan Administrator** will also email you a confirmation note, confirming the investment of your **net plan investment** in the **plan securities**.

(d) During the **full investment term**, the **Plan Administrator** will send you a quarterly valuation of the **plan** as at the end of March, June, September and December, which will include a valuation of your **plan** and a statement of your **cash settlement account**.

(e) Each May the Plan Administrator will provide you with a Tax Report. The report may include amongst other things a consolidated tax voucher and capital gains report.

(f) Shortly before the **maturity date**, the **Plan Manager** or **Plan Administrator** may write to you outlining the options available to you in respect of your **maturity payment**.

(g) Copies of all communications with you may be provided to your **Professional Adviser**.

(h) Records relating to your **plan** will be kept by the **Plan Administrator** in line with regulatory and statutory requirements following the **maturity date** of your **plan** or the termination of any relationship between you and the **Plan Administrator**.

10. Early withdrawal (full or partial), including cancellation after the start date

(a) The **plan** is designed to be held until the **maturity date**. However you may request a partial withdrawal (with a minimum of £1,000) or cash in your **plan** during the **full investment term** by providing the **Plan Administrator** with written instructions to that effect.

(b) If the **Plan Administrator** receives an instruction from you to sell **plan securities** and withdraw money from your **plan** after the **start date**, including if they receive a cancellation notification from you after the **start date**, they will act as your agent for the sale. The **Plan Administrator** will take all reasonable steps to achieve the best value for you, taking into account all relevant factors such as the price of the **plan securities** at that point, costs, speed, likelihood of execution and settlement, size, nature or any consideration relevant to the execution of the order. However, due to the nature of the **plan**, all transactions will usually be with the **Issuer** alone.

(c) Where the **Plan Administrator** has reason to question the validity of an instruction from you, they will not process that instruction until they have resolved all connected matters to their satisfaction.

(d) Once your instruction has been processed, the **Issuer** is required to pay the proceeds to the **Plan Administrator**. The **Plan Administrator** will normally receive the proceeds within 10 **business days** of the instruction being processed.

11. Maturity

On the **maturity date**, the **Issuer** makes the **maturity payment**. The **Plan Administrator** will normally receive the **maturity payment** within 10 **business days** of the **maturity date**.

12. Payment of income, maturity proceeds or early withdrawal proceeds to you

(a) The **Plan Administrator** will credit any income payments, the proceeds of any withdrawal instruction during the **full investment term** or the **maturity payment** following the **maturity date** to your **cash settlement account** within 1 **business day** of them receiving this from the **Issuer**. They will pay any income to you within 1 business day. They will hold the proceeds of any withdrawal or maturity payments as cash in your **cash settlement account** while they wait for your written instructions.

(b) Your **application** should include details of your Bank or building society account to be used to receive payments from your **cash settlement account**. The nominated account must be in your own name. The **Plan Administrator** will verify the account in line with their procedures. You may ask to change your nominated account by writing to the **Plan Administrator**. You may instruct the **Plan Administrator** to transfer some or all of the cash in your **cash settlement account** to your nominated account.

(c) If you nominate a bank account that is set up in a currency other than sterling, payments will still be made in sterling and the **Plan Administrator** will not pay any costs to convert to another currency.

(d) Payments will not be made to anyone other than you except in the case of death or if you transfer your **ISA** to another **ISA Manager**.

(e) Payments will not be made to individuals holding powers of attorney unless they have a **cash settlement account** as part of an account they already hold with the **Plan Administrator**.

13. Transferring your plan to another plan administrator

(a) You may transfer your **plan** to another plan administrator or terminate your **ISA** at any time. You must submit your instructions **in writing** to the **Plan Administrator**. This written instruction must state whether the transfer should be in cash (meaning the **plan securities** will be sold and the proceeds transferred to the new plan administrator or paid to you) or 'in specie' (meaning that the **plan securities** themselves are transferred to the new plan administrator or into a new general investment account with the **Plan Administrator**).

(b) Transfers require a suitable letter of authority from your new plan administrator.

(c) Any transfer of an **ISA** will be subject to the relevant **Regulations**.

(d) Termination of the **ISA** will be effective when **written** notice is received by the **Plan Administrator** and all benefits and relief from tax will cease immediately.

14. If the Plan Administrator ceases to be an ISA Manager or your Plan no longer qualifies as an ISA

(a) If your **plan** is held within an **ISA** there are certain circumstances where the **Plan Administrator** may no longer be willing or able to act as the **Plan Administrator**. Examples of these circumstances are:

(i) if **HMRC** removes its approval for the **Plan Administrator** to act as an **ISA Manager**;

(ii) if the **Plan Administrator** is no longer qualified to act as an **ISA Manager** due to a change in relevant **Regulations**; or

(iii) if the **Plan Administrator** chooses to stop being an **ISA Manager**.

If this happens and your **plan** is held within an **ISA**, the **Plan Administrator** will write to you giving you at least 30 calendar days' notice before any change is made, to let you know how it will affect the way your **plan** is administered.

(b) If your **plan** no longer qualifies to be held within an **ISA**, the **Plan Administrator** will write to you to let you know the options available to you.

15. Re-registration of investments by pension scheme trustees

(a) Where a pension scheme trustee ('first trustee') invests into the **plan** and the scheme member to which the **plan** relates later transfers to another pension scheme trustee ('second trustee'), the **Plan Administrator** will seek to allow the re-registration of the **plan** from the first trustee to the second trustee by means of a simple re-registration agreement. This agreement will allow the first trustee to relinquish all interest in the **plan** and for the **Plan Administrator** to allow the **plan** to be re-registered in the name of the second trustee. Following this, the second trustee will become the investor in the **plan** on exactly the same terms as the first trustee. The terms of the original **plan** or these **terms and conditions** cannot be changed in any way if a **plan** is transferred between pension scheme trustees.

16. Death

(a) Where an **application** is completed by more than one person (for example, a joint account or trustees), unless something else has been agreed **in writing**, the **Plan Administrator** will treat all investors within a single account as 'joint tenants'. This means that if one investor dies, the **plan** will pass to the surviving investor(s) within that single account. The **Plan Administrator** will continue to act in accordance with the **application** unless they are given new instructions by the surviving investor(s).

(b) Where the **plan** is held in an **ISA**, the **ISA** will be treated on death in accordance with the **Regulations** but the **plan** will remain invested in the **plan securities**. There may be a tax liability if the value of the **plan** increases after **ISA** tax benefits cease to apply or the **ISA** wrapper is removed.

(c) If the **plan** is held in your sole name and the **Plan Administrator** receives proof of your death, their service to you will end. However, they will continue to administer your **plan** and any cash held in your **cash settlement account**. The **Plan Administrator** will follow the instructions of your personal representatives (for example, the executors of your will). For administrative purposes, the **Plan Administrator** will establish a new account in the name of your personal representatives, which will also be governed by these **terms and conditions**.

(d) Should your executors choose to encash the **plan**, the **Plan Administrator** will sell the **plan securities** (as described in clause 10.b) and the resulting sale proceeds (as described in clause 12) will form part of your estate.

(e) If your executors require a valuation of your **plan** for probate purposes, the **Plan Administrator** will provide this.

(f) If your executors require the **plan** to be assigned to a beneficiary, the **Plan Administrator** will need to verify the identity of the new **plan** holder in accordance with clause 28.

17. Taxation

The tax treatment of your **plan** will depend on your own personal circumstances and how you have invested. You should speak to your **Professional Adviser** if you require advice about your tax position.

18. Charges

(a) You will not be liable to pay charges directly to the **Plan Administrator**, as the **Plan Administrator** receives its fee from the **Plan Manager**. This fee is included in the price of the **plan securities** as explained in the **plan brochure**.

(b) The **Plan Administrator** may not introduce any extra charges in the future other than to take account of significant regulatory change (such as a requirement to deduct tax or to meet the reasonable costs of any measures imposed by regulatory authorities to improve the protection of investors). The **Plan Administrator** will not introduce such charges without giving you 90 calendar days' written notice, by email. If you do not agree with any such charges, you may arrange to transfer your **plan** to another plan administrator or encash your **plan**.

(c) If charges are introduced and you fail to pay them to the **Plan Administrator**, they may retain any money, investment or other asset due to you. On notifying you, they may encash part or all of your **plan** to offset your debt. In such circumstances the **Plan Administrator** will not be liable to you for any loss (or loss of opportunity) you may suffer as a result of their action to encash your **plan**.

(d) If charges are owed to the **Plan Administrator**, they will apply interest at 4% a year over the base rate of the Bank of England in place at the time.

19. Adviser fee

(a) You may instruct the **Plan Administrator** to pay an **adviser fee** on your behalf, by deducting this from your **gross plan investment**. You must specify the amount of any **adviser fee** in your **application**.

(b) Any **adviser fee** you instruct the **Plan Administrator** to pay will not be treated as part of your current tax year's **ISA** allowance.

(c) **Adviser fees** are only payable on the basis of an agreement between you and your **Professional Adviser**. No fees can be paid to your **Professional Adviser** unless you have agreed the amount to be paid **in writing**.

(d) Any **adviser fee** will be deducted from your **gross plan investment** within 3 **business days** of the **Plan Administrator** receiving and acknowledging your **application** to invest in the **plan**.

20. Extraordinary circumstances, disruption and adjustments

(a) The **Plan Administrator** and the **Plan Manager** will perform their obligations as set out in these **terms and conditions** and the other **plan documents** unless events outside their reasonable control prevent or restrict them from doing so, some examples of which are set out below. If such events occur, the **Plan Administrator** and **Plan Manager** will use due care when considering how to respond to the event(s) and will always aim to make sure that their response is fair and proportionate. However, one consequence may be that payments due to you are reduced or delayed. Neither the **Plan Administrator** nor the **Plan Manager** will accept any liability for any failure

or delay in the performance of their obligations caused by such event(s), but both will do what they reasonably can to minimise any negative impact to you. If you are being disadvantaged as the result of such events, the **Plan Administrator** and/or the **Plan Manager** will tell you as soon as possible. How quickly each may be able to notify you may depend on the circumstances of the event.

Examples are:

- If trading on the stock market to which your **plan** is linked is suspended, limited or materially disrupted;
- If the stock market to which your **plan** is linked fails to open, or closes early;
- If the level of any stock market to which your **plan** is linked is not calculated or published;
- Significant economic stress or collapse of a sector, market, country or global economy;
- Strikes, lockouts or other industrial action;
- Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war or the threat or preparation for war;
- Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster;
- Restrictions imposed by legislation, regulation or other governmental initiatives that are not a result of misconduct; or
- Failure of transport networks or other external utilities (for example telecommunications networks, water or power) leading to unavoidable disruption.

21. Conflicts of interests

During the term of your **plan** conflicts of interest may arise between you, the **Plan Administrator** or their employees, the **Plan Manager** or their employees, other **plan** investors, or associated companies or representatives. To make sure that all investors are treated consistently and fairly, the **Plan Administrator** has a policy in place to identify and manage these conflicts. A summary of the policy is detailed below. A copy of the full policy is available on request from the **Plan Administrator**.

The **Plan Administrator** will:

(a) consider the interests of all of its clients and treat them fairly;

(b) manage conflicts of interest fairly to ensure that all clients are treated consistently and to prevent any conflict of interest giving rise to a material risk of damage to the interests of its clients;

(c) have in place procedures to ensure that employees identify and report any new conflicts;

(d) keep a written record of any conflicts or potential conflicts;

(e) disclose, where proper, any relevant conflict to a potential client before undertaking business with them; and

(f) make sure new business developments identify any new conflicts of interest.

This policy applies to any person or company to whom the **Plan Administrator** delegates any of their responsibilities.

22. Delegation

The **Plan Administrator** and the **Plan Manager** may delegate any of their duties under these **terms and conditions** or other **plan documents** to any **group** company or other agent. In this case, they may provide them with information about you and your **plan** and you agree that they may do so. However, each will remain liable to you for the performance of any delegated matters. They shall only delegate duties where it is allowed by law and regulations. They will not delegate any duties unless they are satisfied that the person or company that they delegate to is competent to carry out those duties.

23. Assignment

Your agreement to these **terms and conditions** and the **application** is personal to you and cannot be assigned to anyone else. The **Plan Manager** may appoint another company to be the **Plan Administrator** of your **plan** under these **terms and conditions** as long as they give you 30 calendar days' notice. The new **Plan Administrator** must be approved to act as an **ISA Manager** by **HMRC**.

24. Disclosure of information and the General Data Protection Regulation

(a) The **Plan Administrator** will act as the Data Controller and is committed to ensuring that your personal data is protected. Their approach to handling and safeguarding your personal data is detailed in their Privacy Policy which can be accessed at their website- www.jbrearley.co.uk. The Policy outlines in detail their approach to the following:-

- The type of data that they collect;
- How they use your personal data;
- How they collect your personal data;
- The purposes for which they use your personal data the legal basis on which they may do so;
- When it is necessary for them to share your personal data;
- How they protect your personal data;
- Your legal rights under data protection laws relating to your personal data; and
- How you may complain if you feel your personal data has been misused.

(b) You also authorise the **Plan Administrator** to transfer information you provide in your **application** (or any further communication you have with them) to the **Plan Manager** or another entity in the same **group** as the **Plan Manager**. They will only use such data for purposes that are relevant to the role of **Plan Manager**. This includes, but is not limited to, dealing with your queries, fulfilling their regulatory obligations, communicating with you during the investment term if needed, statistical analysis and communicating the options available to you before and after the **plan**'s **maturity date**.

(c) Where a **Professional Adviser** acts on your behalf, the **Plan Administrator** will disclose information concerning your **plan** to that **Professional Adviser**.

25. Changes to these terms and conditions

The **Plan Administrator** may make fair and reasonable changes to these **terms and conditions** at any time by giving you at least 30 calendar days' written notice (or at least 90 calendar days' notice for changes to the charges). Changes will only be made for good reasons as follows:

- to comply with applicable laws, **Regulations** or ombudsmans or any regulatory guidance or codes;
- to reflect legitimate increases or reductions in the cost of administering your **plan**, which includes changes to tax applicable to your **plan** or to the **Plan Administrator** applicable to or in connection with your **plan**;
- to make these terms clearer or more favourable to you;
- to reflect a change in the **Plan Administrator**'s company structure, provided that this does not impact your **plan** unfavourably;
- to provide for the introduction of new or improved systems, services or facilities;
- to correct any mistake that may be discovered; or
- to reflect any extraordinary circumstances.

If you are unhappy with any change that is made to these **terms and conditions** you can choose to transfer your **plan** to another plan administrator (as explained in clause 13) or encash your **plan** (as explained in clause 10).

26. Risks and Warranties

The risks of the **plan** are explained in the **plan brochure**. Neither the **Plan Manager** nor the **Plan Administrator** provide or imply any guarantee as to how your **plan** will perform.

27. Liability

Neither the **Plan Administrator** nor the **Plan Manager** will be liable if you suffer a loss due to their failure to carry out their obligations (or if they are delayed in carrying out their obligations) as a result of circumstances not reasonably within their control. This includes:

- Failure of people other than the **Plan Administrator** or the **Plan Manager** to carry out their obligations (including any default by the **Issuer or Counterparty Bank(s)**);
- Acts of governments or international authorities;
- Any other significant or material event that is not reasonably within their control, provided they have made all reasonable efforts to minimise the consequences of such events; or
- Breakdown or failure of any telecommunications or computer service.

28. Why do I need to prove my Identity?

The **Plan Administrator** is required to have procedures in place to guard against money laundering and terrorist financing. An important part of these procedures is the verification of the identity of all new investors. For individuals, this may include an electronic identity check via a referencing agency who may keep a record of the check. You may also be asked to provide original or certified copies of documents that give proof of your identity. For entities (companies, trusts, etc.), the **Plan Administrator** will request documentary evidence of identity. Where documents are requested from you, these should be provided as soon as possible. If the **Plan Administrator** is unable to verify your identity or they are not satisfied that your identity has been verified before the **start date**, they may reject your **application**.

29. Notices or Requests

(a) The **Plan Administrator** will send notifications of communications electronically, to the email address you provide in your **application**. Certain communications can also be accessed via the **web portal**. You should therefore ensure that the **Plan Administrator** has a valid email address for you at all times.

(b) The **Plan Administrator** will only carry out instructions if they are from you or your authorised representatives. The **Plan Administrator** may act on verbal or written instructions. Before verbal instructions given over the telephone can be accepted, the **Plan Administrator** may ask you or your representative some questions for security purposes. The **Plan Administrator** may need an original signature before carrying out some instructions.

(c) Where the **plan** is held by more than one person (for example, a joint account, trustees etc.), the **Plan Administrator** will accept and act upon instructions from any one **plan** holder as if the instruction had been given by all **plan** holders. In all cases the **plan** holders shall be equally liable for the instructions. Should a dispute arise between the **plan** holders, you should inform the **Plan Administrator in writing** and they will then only act if they receive instructions from all **plan** holders. Should all **plan** holders subsequently confirm **in writing** that the dispute has been resolved, the **Plan Administrator** shall revert to accepting and acting upon instructions from any one **plan** holder.

(d) You should send any notices, instructions, or requests for further information to the **Plan Administrator**, using the **Plan Administrator**'s contact details.

30. Complaints

(a) If you are unhappy with any aspect of the services provided by the **Plan Administrator**, you should address your complaint to the Complaints Team, using the **Plan Administrator**'s contact details. The **Plan Administrator**'s complaints leaflet is available on request.

(b) If you are unhappy with any aspect of the services provided by the **Plan Manager**, you should address your complaint to the Complaints Team, using the **Plan Manager**'s contact details. The **Plan Manager**'s complaints leaflet is available on request.

(c) If you are not satisfied with how your complaint is addressed, you may be able to refer your complaint to The Financial Ombudsman Service at South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Making a complaint will not affect your right to take legal proceedings. More information on how to complain can be found

on the Financial Ombudsman Services website: www.financial-ombudsman.org.uk or by calling them on 0800 023 4567.

(d) You should note that as an investor in the **plan** you do not have a direct relationship with the **Issuer** or **Counterparty Bank(s)** and you are therefore unable to make a complaint directly to the **Issuer** or **Counterparty Bank(s)**.

31. Compensation

(a) If the **Plan Administrator** collapses, becomes insolvent or goes into liquidation and cannot fulfil their obligations to you, you may be entitled to compensation under the Financial Services Compensation Scheme (FSCS). Details of your rights under this scheme are available on request and further information is available either from the **FCA** or the FSCS directly. Their websites are www.fca.org.uk and www.fscs.org.uk. If you are eligible to claim, the maximum amount of compensation available from the FSCS if the **Plan Administrator** fails is currently £85,000.

(b) If any of the banks or building societies providing the **client money account** collapse, become insolvent, go into liquidation or similar and cannot fulfill their obligations, you may also be entitled to compensation under the FSCS. If you are eligible to claim, the maximum amount of compensation available from the FSCS if any of the banks or building societies providing the **client money account** fails is presently £85,000 per bank or building society.

(c) If the **Issuer** or **Counterparty Bank(s)** collapses, becomes insolvent or goes into liquidation and cannot fulfil their obligations to you, you will not usually be entitled to compensation under the FSCS for this reason alone.

(d) If the **Plan Manager** collapses, becomes insolvent or goes into liquidation there should be no risk of financial loss to you as the **Plan Manager** only provides services as defined in the **plan documents**. The **Plan Manager** does not operate your **cash settlement account** or the **client money account** and does not hold any **plan securities** on your behalf.

(e) If the performance of the **plan** and/or the stock market to which it is linked is poor, you will not usually be entitled to compensation from the FSCS for this reason alone.

32. Your obligations

You commit to:

(a) Complete the **application** form(s) fully and accurately.

(b) Make sure the **Plan Administrator** has a valid email address for you at all times.

(c) Inform the **Plan Administrator** without delay of any change in your circumstances or status, including any change of address, name, bank account or residency status or change of your **Professional Adviser** or their details. This allows the **Plan Administrator** to keep their records up to date. The **Plan Administrator** shall not be responsible for any consequences if you fail to notify them of a change in your personal information. Where the **Plan Administrator** does not have an up to date address for you, they may make enquiries to find your new address and reclaim the cost of tracing your new address from you. To achieve this, they may need to share your details with suitable third parties.

(d) Keep your account security information, username, passwords or system access codes secure. If you become aware that anyone has your password without having your permission to use it, you should inform the **Plan Administrator** as soon as possible. You will be responsible for keeping any usernames and passwords relating to online services provided to you by the **Plan Administrator** secure. You should take care to make sure that any information about you which may be used as part of the **Plan Administrator**'s security checks is also kept secure.

33. Law and jurisdiction

(a) In the case of an inconsistency between these **terms & conditions** and the provisions of the **Regulations**, the provisions of the **Regulations** will prevail.

(b) This document is based on current English and Welsh law and **HMRC** practice, both of which may change in the future.

(c) These **terms and conditions** and the continued relationship with you is governed by the law of England and Wales. By agreeing to these **terms and conditions**, you, the **Plan Administrator** and the **Plan Manager** submit to the exclusive jurisdiction of the courts of England and Wales. The information set out in these **terms and conditions** is based upon the understanding of all current legislation, which may change in future.

(d) The **Plan Administrator** will always communicate with you in English.

(e) All communications from the **Plan Administrator** will normally be by email but they may communicate by letter or telephone. For your protection, telephone calls may be recorded and the **Plan Administrator** may refer to the recordings should there be any confusion or dispute in respect of an instruction, a transaction or conversation connected to your **plan**. The **Plan Administrator** may be required to make the recordings of conversations available to third parties such as the **FCA**.

(f) Within these **terms and conditions**, the singular includes the plural and vice versa.

34. Entire Terms

These **terms and conditions**, the remainder of the **plan documents** and the completed **application** together form the entire terms on which the **plan** is provided to you and administered for you. Nothing in these **terms and conditions** will avoid any responsibilities that the **Plan Administrator** and the **Plan Manager** have either, under the Financial and Services Market Act 2000 and the **FCA**'s rules, for death or personal injury caused by their negligence, for fraud (including fraudulent misrepresentation) or any other liability which is unlawful to exclude or try to exclude under the law of England and Wales.

Application forms

Please make sure that you select and complete the correct application form(s) for the type(s) of investment that you wish to make in the plan. You will need to fill in all sections accurately and clearly, to avoid any delays with your application being processed.

This Pack contains application forms for:

	Pages 13 - 17
Companies	
Charities	For companies, charities or trustees wishing to invest in the plan
Trusts	

This application pack is for companies, charities and trustees wishing to invest in the plan. If you are an individual wishing to invest in the plan as an 'ISA', 'ISA transfer' or 'direct investment', or if you are wishing to invest in the plan through a pension, please use the appropriate application pack.

Application forms can be sent by email or post

Applications can be completed by hand, signed and scanned, or completed electronically, including electronic signatures.

You can email scanned or electronically completed application forms to the Plan Administrator:

Email to: tempo.applications@jbrearley.co.uk

You can post hard copies of application forms (including all ISA transfers) to the Plan Administrator:

Post to: Tempo Structured Products, c/o James Brearley, PO Box 34, Unit 2, Burton Road, Blackpool, FY4 4WX.

Hard copies of application forms are not required - unless an application includes an ISA Transfer instruction.

APPLICATION FORM FOR: COMPANIES, CHARITIES AND TRUSTS

Please use black ink and block capitals if completing by hand. Please send the completed form to the Plan Administrator.
Email to: tempo.applications@jbrearley.co.uk.
Or post to: Tempo Structured Products, c/o James Brearley, PO Box 34, Unit 2, Burton Road, Blackpool, FY4 4WX.

1 Professional Adviser details

Applications will not be accepted if an authorised firm has not assessed suitability of the investment. The Professional Adviser section of this form must also be completed.

Name of Professional Adviser firm:

Name of individual adviser within firm:

2 Company / charity / trust details

Name of company / charity / trust:

Legal Entity Identifier (LEI) number and expiry date:

☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐ Expiry: (DD/MM/YY) ☐☐/☐☐/☐☐

Is the company/charity/trust a US Person or United States Person? ☐ Yes ☐ No

Date of registration:

Registered address:

Postcode:

Registration number:

Contact name:

Contact telephone:

Contact email:

Ownership / beneficiary: Please provide details of all interests of 25% or more. If more than two, please provide details of each additional owner / beneficiary on a separate page attached to the completed application.

Name:

Registered address:

Postcode:

Date of birth: (DD/MM/YYYY) ☐☐/☐☐/☐☐☐☐

Country of residence:

Nationality:

National Insurance Number ☐☐☐☐☐☐☐☐☐

Name:

Registered address:

Postcode:

Date of birth: (DD/MM/YYYY) ☐☐/☐☐/☐☐☐☐

Country of residence:

Nationality:

National Insurance Number ☐☐☐☐☐☐☐☐☐

For trusts only: Please provide settlor details

Name:

Registered address:

Postcode:

Date of birth: (DD/MM/YYYY) ☐☐/☐☐/☐☐☐☐

Country of residence:

Nationality:

National Insurance Number ☐☐☐☐☐☐☐☐☐

APPLICATION FORM FOR: COMPANIES, CHARITIES AND TRUSTS

3 Investment details

The minimum investment is £10,000 and the maximum is £1,000,000. It is possible to invest in the options in any proportion you choose:

	OPTION 1	OPTION 2	OPTION 3
Amount to invest as a direct investment	£	£	£
Adviser fee to be paid to a Professional Adviser *	£ or %	£ or %	£ or %
Total gross plan investment	£	£	£
Total amount being sent by cheque or electronic funds transfer	£		

* **Important information about adviser fees:** Only complete this section if you would like the the Plan Administrator to facilitate the payment of adviser fees to a Professional Adviser.

The investment must be made from an account held in the relevant name. Your application will be rejected if payment is not made from an account held in the relevant name.

Investments made by bank transfer: If you are making the investment by bank transfer, please tell your bank or building society to include a reference with the transfer in the format 'TSP' followed by the company / charity / trust name. Please enter the reference you used below:

T	S	P															

If you do not include the reference with your transfer it may not be possible to connect the funds with the application and this may delay the application or lead to it being rejected.

Please send the transfer to the following account:

Account name: James Brearley & Sons Limited Clients Account
Bank: Royal Bank of Scotland
Sort code: 16-14-12
Account number: 10491689

Investments made by cheque: If you are making your investment by cheque, please make the cheque payable to 'James Brearley & Sons'. Building society cheques must include reference to the company / charity / trust name. Post-dated cheques cannot be accepted.

4 Source of funds

The Plan Administrator is required to record the source of funds being used for the investment in the plan. Please advise the source of funds being used to support this application:

- ☐ Personal savings
- ☐ Transfer of existing ISA
- ☐ Property sale
- ☐ Bequest
- ☐ Trust assets
- ☐ Estate assets
- ☐ Pension fund
- ☐ Other (please state) _____

APPLICATION FORM FOR: COMPANIES, CHARITIES AND TRUSTS

5 Your bank account details

Any payments or withdrawals from the plan will be made electronically by BACS. In order to ensure this is possible, please provide bank account details. This application may be rejected if you do not provide bank account details.

Before any payments can be made, the Plan Administrator may need to verify that the bank account you have provided details of belongs to the company /charity /trust. If you have sent a cheque with this application, or made an electronic payment, from the same account, then this payment provides the evidence needed. The Plan Administrator will contact you if you need to provide further evidence.

Account name:

Bank/building society:

Sort code:

☐☐ – ☐☐ – ☐☐

Account number:

☐☐☐☐☐☐☐☐

Building society roll number:

6 Your email details

The Plan Administrator will communicate with you via email regarding the plan. It is therefore important that you provide a valid email address and inform the Plan Administrator if your email address changes. Your email address will also be used to provide you with access to the online web portal.

Your email address:

☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

@☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐☐

7 Data Protection

You authorise the Plan Administrator to hold and process the information you have provided in this application and act as data controllers for the purposes of the General Data Protection Regulation (GDPR). Your information will be held and processed for the administration of this application, the administration of the plan, for statistical analysis, to comply with legal and regulatory requirements and to keep you informed about the plan, including options at its maturity. You also authorise the transfer of information you provide in this application (or subsequently), to Tempo Structured Products and other companies in the same group and the Professional Adviser named in section 1. You can request details of any of your personal data at any time and to request any inaccuracies in your personal data are corrected.

If you need more details on how the Plan Administrator uses your information, please call 01253 831 165 to ask for a copy of their privacy policy, or you can obtain this from their website at www.jbrearley.co.uk..

By signing this application form you agree that the Plan Administrator can use and disclose your information in the ways described in their privacy policy, as amended or updated from time to time.

The Plan Administrator will not send you marketing information.

8 Directors /trustees /authorised signatories

Investments in the plan and/or any instructions regarding the plan must be authorised by the trustees or authorised signatories as set out in the trust deed or corporate mandate authorised by a corporate resolution. Please provide a list (or a certified true copy if a copy of the list) of the names and sample signatures of all the trustees or authorised signatories and provide details of their signing authority if applicable.

Where there is a change of the trustees or authorised signatories, please notify James Brearley in writing giving the date of the change. Notice should be sent to Tempo Structured Products, James Brearley, PO Box 34, Unit 2, Burton Road, Blackpool, FY4 4WX. James Brearley will be entitled to rely on any previous list until receipt of notice of a change or a replacement list.

APPLICATION FORM FOR:
COMPANIES, CHARITIES AND TRUSTS

9 Declaration and authority

It is important that you read and understand the plan documents explaining the features and risks of the plan and agree to the terms and conditions before investing. If there is any feature, risk or term that you do not understand or do not agree to, you should discuss this with a Professional Adviser before investing in the Plan.

I declare that:

- I have read the plan documents and I accept the terms and conditions under which the investment in the plan will be instructed, held and administered.
- I have completed this application form accurately to the best of my knowledge and belief.
- I confirm that neither the Plan Manager, Tempo Structured Products, nor the Plan Administrator, James Brearley nor any other group entity have provided advice to me.
- I confirm that this investment into the plan is not being made from, for the account of, or for the benefit of a US person or a United States Person.
- I am requesting the Plan Administrator to begin arranging the plan, through Tempo Structured Products, and providing their services upon receipt of this application.
- I am instructing the Plan Administrator to deduct from the gross plan investment and pay to the Professional Adviser, detailed in section 1 of this application form, any adviser fee which has been agreed by me with that Professional Adviser as payment for their services in connection with the investment in the plan.
- I authorise the Plan Administrator to provide details about my application, including information on the plan's value and my personal data, to the Professional Adviser and the Plan Manager and its group entities and other group companies.
- I am authorising the Professional Adviser to instruct the Plan Administrator on my behalf if the net plan investment needs to be invested into an alternative plan, if investment into this plan is not possible.
- I undertake to advise the Plan Administrator promptly of any change in circumstances which causes the information contained on this form to become incorrect or incomplete and to provide an updated declaration within 30 days of such a change.

Signature
Name
Capacity
Date

Signature
Name
Capacity
Date

APPLICATION FORM FOR: COMPANIES, CHARITIES AND TRUSTS

10 Professional Adviser details (to be completed by Professional Adviser firm)

Please confirm who you have provided advice to:

- ☐ Director
- ☐ Trustee
- ☐ Beneficiary
- ☐ Other (please specify below)

Please provide some details of the recipient of your advice:

Role (e.g. director, beneficiary):

Full name:

Permanent address:

National Insurance Number ☐☐☐☐☐☐☐☐☐

Tick if they are resident in the UK for tax purposes: ☐

Tick if they are a US citizen: ☐

Please also ensure you have read the Tempo Structured Products terms of business and completed the distributor due diligence, which includes registration and account details which are required in order for adviser fee payments to be made. If you have not completed this process, this application may be delayed or rejected.

Firm name:

Adviser name:

Address:

Telephone:

Email:

Firm FCA number:

Are you an appointed representative? ☐ Yes ☐ No

If yes, please provide the name and FCA number of your principal:

1) Please confirm how you have categorised your client:
   ☐ Retail ☐ Professional ☐ Eligible counterparty
2) Please confirm the investment is being made by your client based on a personal advice recommendation from your firm, and a suitability assessment has been completed in accordance with FCA rules. ☐
3) Please confirm that you have made the plan brochure, the 'if/then…' summary, the plan application pack (including the terms and conditions) and the Key Information Document available to your client. ☐
4) Please confirm that you have received the professional adviser information pack, product proposal pack and had access to the prospectus and final terms of the plan securities and that you have received sufficient information to gain the necessary understanding and knowledge of the plan to distribute it in accordance with the needs, characteristics and objectives of the target market. ☐
5) Please confirm that you have read Tempo Structured Products' terms of business and understand the obligations that they place on you and your firm. ☐

Signature

Date

Additional forms required for companies and trusts

Additional information is required if you are a company or trust investing in the plan.

The US government has introduced regulations aimed at combatting tax evasion by US residents using foreign accounts. These are commonly referred to as the 'FATCA regulations'.

The UK government has entered into an agreement with the US to collect information to help them implement the FATCA regulations in the UK.

The UK has also entered into similar agreements with Jersey, Guernsey, the Isle of Man and Gibraltar to combat tax evasion by UK tax residents (the 'CDOT regulations').

Due to the FATCA regulations and CDOT regulations, UK financial firms are required to identify and provide information on any accounts held directly or indirectly by residents of the US, Jersey, Guernsey, the Isle of Man and Gibraltar. The information collected with be shared with HM Revenues and Customs, and distributed to the tax authorities in the relevant countries.

Both Tempo Structured Products and James Brearley are committed to complying with these regulations, and company and trust applicants therefore need to complete the following forms. Additional information may also be required at some time in the future, to ensure ongoing compliance with the regulations.

If you require information or have any questions regarding these regulations, please speak to a tax adviser or refer to the HMRC website, www.hmrc.gov.uk/fatca.

SELF-CERTIFICATION FOR: COMPANIES

For the purposes of FATCA and the UK intergovernmental agreements (IGAs)

A Company information

Company name:

Country of incorporation:

Registered address:

Mailing address (if different):

Account number(s):

B Company tax residency

Please detail ALL countries in which the company is incorporated and/or has an obligation to pay taxes or file a tax return and the relevant tax identification number (TIN) or equivalent. If the company is resident in the United States, please complete and return IRS (Internal Revenue Service) form W-9. Please list additional tax residencies in the table below, using an additional sheet of paper if necessary.

Country of tax residency: Tax identification number(s):

Country of tax residency: Tax identification number(s):

C Company classification for the purposes of FATCA or UK IGAs

The company will either be a financial institution (FI) or a non-financial foreign entity (NFFE). If you are an FI please complete section 1 and if you are an NFFE please complete section 2 to determine the status of the company.

1. The company is a financial institution

(a) i) If you have registered as an FI or as a sponsored investment entity please provide your global intermediary identification number (GIIN)

ii) If you are a sponsored investment vehicle please provide the GIIN of the sponsoring FI

☐☐☐☐☐☐/☐☐☐☐☐/☐☐☐

Please confirm whether it is the GIIN of the company or the sponsoring FI GIIN:

☐ The company

☐ The sponsoring FI

Name of sponsor:

(b) **If you are unable to provide a GIIN, please give a reason why, by ticking one of the boxes below:**

☐ The company has applied, or is going to apply, for a GIIN (but has not yet received it)

☐ The company is an 'exempt beneficial owner' (e.g. international organisations)

☐ The company is or intends to be an 'owner-documented FI' with James Brearley; if so please complete the annex ('owner documented FIs')

☐ The company is a 'certified or otherwise deemed compliant FI' (e.g. UK registered charity or UK registered charitable trust)

☐ The company is a 'non-participating FI'

☐ Other reason (please specify)

SELF-CERTIFICATION FOR: COMPANIES

For the purposes of FATCA and the UK intergovernmental agreements (IGAs)

2. The company is a non-financial foreign entity (NFFE)

If the company is an NFFE, it can be an active, passive, direct reporting or sponsored direct reporting NFFE. Please note that the concepts of a 'direct reporting NFFE' and a 'sponsored direct reporting NFFE' are only applicable to the UK-US agreement. Please confirm the status of the company according to UK regulations.

☐ **Active NFFE**

☐ **Passive NFFE** Please complete section E

☐ **Direct reporting NFFE**
Please provide the NFFE's GIIN

☐☐☐☐☐☐/☐☐☐☐☐/☐☐☐

☐ **Sponsored direct reporting NFFE**
Please provide the GIIN of the NFFE's sponsoring entity

☐☐☐☐☐☐/☐☐☐☐☐/☐☐☐

D Company classification for the purposes of the IGAs between the UK and Crown dependencies/Gibraltar

Please complete this section if the company's residence is a Crown dependency or Gibraltar.

☐ Reporting financial institution

☐ Non reporting financial institution (e.g. credit union)

☐ Exempt beneficial owner (e.g. international organisations)

☐ Active NFFE (e.g. registered charity)

☐ Passive NFFE – please complete section E

E 'Passive NFFE' controlling persons self-declaration of residency

Please complete this section if the company is a 'passive NFFE'. If you have declared the company to be an FI or an active NFFE in section C, you do not need to complete this section.

Please list each controlling person, confirming ALL countries of tax residency and ALL tax identification numbers (TINS) for EACH controlling person. If a controlling person is a US citizen, US green card holder or US resident, please include United States in this table along with his/her US tax identification number (TIN).

Name	Country of tax residency (Do not abbreviate)	Address	Tax identification number	Country of birth	Date of birth

(Please attach additional sheets if necessary)

F Declaration

I declare that:

- I am authorised to sign this form and the information I have provided is, to the best of my knowledge and belief, accurate and complete.
- I undertake to advise the Plan Administrator promptly of any change in circumstances which causes the information contained herein to become incorrect or incomplete and to provide an updated declaration within 30 days of such a change.
- I am aware that in certain circumstances this information will be shared with UK tax authorities, who may pass it on to other tax authorities.

Signature: _____ Date: _____

Name: _____ Capacity: _____

SELF-CERTIFICATION FOR: COMPANIES

Annex to be completed for owner-documented financial institutions

'Owner-documented financial institutions (FIs)'

Please note that the concept of 'owner-documented FIs' is only applicable to the UK-US agreement.

This section must be completed by Companies that declare in section C.1.b) to be an FI and intend to be an 'owner-documented FI'.

UK legislation stipulates that a company which qualifies as an 'owner-documented FI' will not have to register with the IRS nor obtain a GIIN.

A Qualification for owner-documented financial institution (FI) status

In order to qualify as an 'owner-documented FI', the company must meet ALL of the following conditions:

1. The company does not maintain a financial account for any non-participating financial institution meaning that no non-participating FIs hold an equity interest or debt interest in the company. ☐ Yes ☐ No
2. The company is not owned by, nor a member of, a group of related entities with any FI that is a depositary, custodial or specified insurance company as defined in UK legislation. ☐ Yes ☐ No
3. The company provides information regarding all persons – both natural and legal persons – that hold direct or indirect equity or debt interest in the company. ☐ Yes ☐ No

Information on the company's equity and debt holders is required in order to determine whether the Plan Administrator needs to submit certain information to UK tax authorities. The information required applies to:

- Anyone that holds a direct or indirect equity interest in the company (including direct or indirect equity interests in an equity holder of the company); and
- Anyone that holds a direct or indirect debt interest in the company (including direct or indirect equity interests in a debt holder of the company)

If ALL responses in section A are 'Yes' the company will qualify for owner-documented FI status and you may proceed to section B of this annex. If all responses are NOT 'yes' please contact your account executive.

B Company owner information

Please complete the following tables regarding the company owners as required by section A.3 of this annex. Include all persons – both natural and legal persons – that hold direct or indirect equity or debt interest in the company as defined above. Indicate all countries of tax residence of each person and where such person is a US citizen, US green card holder, or US resident or US company, you must include United States in this table along with his/her US tax identification number (TIN).

The Plan Administrator will check whether they already have appropriate documentation for these persons on file, or whether they are obliged to request further documentation from you.

1. Company owner information: direct owners

Please provide the following information for each direct owner of the company and indicate if the owner is an individual or a company. Where an owner of the company is itself a company its owners are 'indirect' owners of the company. Complete the information in section B.2 for all indirect owners.

Name	Individual/ company	Country of tax residency (Do not abbreviate)	Address	Tax identification number	Country of birth	Date of birth

(Please attach additional sheets if necessary)

SELF-CERTIFICATION FOR: COMPANIES

Annex to be completed for owner-documented financial institutions

2. Company owner information: indirect owners

Please provide information below regarding indirect owners under the name of the direct/indirect company owner they hold equity/debt interests in. The identification of indirect owners must be made by looking through all direct and indirect owners who are themselves Companies.

Name of direct/indirect owner:

Name	Individual/ company	Country of tax residency (Do not abbreviate)	Address	Tax identification number	Country of birth	Date of birth

(Please attach additional sheets if necessary)

C Declaration

I declare that:

- I am authorised to sign this form and the information I have provided is, to the best of my knowledge and belief, accurate and complete.
- I undertake to advise the Plan Administrator promptly of any change in circumstances which causes the information provided above to become incorrect or incomplete and to provide an updated declaration within 30 days of such a change. This includes in particular details of beneficiaries who receive a discretionary distribution in future and whose details have not yet been included in section B: 'company owner information' above.
- I am aware that in certain circumstance this information will be shared with UK tax authorities, who may pass it on to the tax authorities of other countries.

Signature: Date:

Name: Capacity:

SELF-CERTIFICATION FOR: TRUSTS

For the purposes of FATCA and the UK intergovernmental agreements (IGAs)

A Trust information

Trust name:

Address:

Account number(s):

B Trust tax residency

Please indicate the country in which the trust is resident and has an obligation to pay tax and/or file a tax return and the relevant tax identification number (TIN) or equivalent.

If the trust is resident in the United States, please complete and return IRS (Internal Revenue Service) form W-9.

Country of tax residency

Tax identification number (TIN)

☐ No TIN

C Trust classification for the purposes of FATCA or UK IGAs

The trust will either be a financial institution (FI) or a non-financial foreign entity (NFFE). If you are an FI please complete section 1 and if you are an NFFE please complete section 2 to determine the status of the trust.

1. The trust is a financial institution

(a) **The trust is able to provide a global intermediary identification number (GIIN)**

i) The trust has registered as an FI (including 'sponsored investment entity') - please provide the trust's GIIN; or

ii) The trust is 'trustee documented' - please provide the trustee FI's GIIN; or

iii) The trust is a 'sponsored investment vehicle' - please provide the GIIN of the sponsoring FI

GIIN:

☐☐☐☐☐☐/☐☐☐☐☐/☐☐☐

Please confirm whether it is the GIIN of the trust or of the corporate trustee FI / sponsoring FI:

☐ Trust

☐ Corporate trustee / sponsoring FI

Name of corporate trustee FI / sponsoring FI:

(b) **If unable to provide a GIIN, please give a reason by ticking one of the boxes below:**

☐ The trust has applied, or is going to apply, for a GIIN (but has not yet received it)

☐ The trust is an 'exempt beneficial owner'

☐ The trust is or intends to be an 'owner-documented FI' with the Plan Administrator; in this case, please complete the annex ('owner documented FIs')

☐ The trust is a 'certified or otherwise deemed compliant FI' (e.g. UK registered charitable trust)

☐ The trust is a 'non-participating FI'

☐ Other reason (please specify)

SELF-CERTIFICATION FOR: TRUSTS

For the purposes of FATCA and the UK intergovernmental agreements (IGAs)

2. The trust is a non-financial foreign entity (NFFE)

If the trust is an NFFE, it can be an active, passive, direct reporting or sponsored direct reporting NFFE. Please note that the concepts of a 'direct reporting NFFE' and a 'sponsored direct reporting NFFE' are only applicable to the UK-US agreement. Please confirm the status of the trust according to UK regulations.

☐ **Active NFFE**

☐ **Passive NFFE** Please complete section E

☐ **Direct reporting NFFE**
Please provide the NFFE's GIIN

☐☐☐☐☐☐/☐☐☐☐☐/☐☐☐

☐ **Sponsored direct reporting NFFE**
Please provide the GIIN of the NFFE's sponsoring entity

☐☐☐☐☐☐/☐☐☐☐☐/☐☐☐

D Trust classification for the purposes of the IGAs between the UK and Crown dependencies/Gibraltar

Please complete this section if the trust's residence is in a Crown dependency or Gibraltar.

☐ Reporting financial institution

☐ Non reporting financial institution

☐ Exempt beneficial owner

☐ Active NFFE

☐ Passive NFFE – please complete section E

E 'Passive NFFE' controlling persons self-declaration of residency

Please complete this section if the trust is a passive NFFE. If you have declared the trust to be an FI or an active NFFE in section C, you do not need to complete this section. Please list each controlling person, confirming ALL countries of tax residency and ALL tax identification numbers (TINS) for EACH controlling person. If a controlling person is a US citizen, US green card holder or US resident, please include United States in this table along with his/her US tax identification number (TIN).

Name	Country of tax residency (Do not abbreviate)	Address	Tax identification number	Country of birth	Date of birth

(Please attach additional sheets if necessary)

F Declaration

I declare that:

- I am authorised to sign this form and the information I have provided is, to the best of my knowledge and belief, accurate and complete.
- I undertake to advise the Plan Administrator promptly of any change in circumstances which causes the information contained herein to become incorrect or incomplete and to provide an updated declaration within 30 days of such a change.
- I am aware that in certain circumstances information will be shared with UK tax authorities, who may pass it on to other tax authorities.

Signature: _____ Date: _____

Name: _____ Capacity: _____

SELF-CERTIFICATION FOR: TRUSTS

Annex to be completed for owner-documented financial institutions

'Owner-documented financial institutions (FIs)'

Please note that the concept of 'owner-documented FIs' is only applicable to the UK-US agreement.
This section must be completed by trusts that declare in section C.1.b) to be an FI and intend to be an 'owner documented FI'.
UK legislation stipulates that a trust which qualifies as an 'owner-documented FI' will not have to register with the IRS nor obtain a GIIN.

A Qualification for owner-documented financial institution (FI) status

In order to qualify as an 'owner-documented FI', the trust must meet ALL of the following conditions::

1. The trust does not maintain a financial account for any non-participating financial institution meaning that no non-participating FIs hold an equity interest or debt interest in the trust. ☐ Yes ☐ No
2. The trust is not owned by, nor a member of, a group of related entities with any FI that is a depositary, custodial or specified insurance company as defined in UK legislation. ☐ Yes ☐ No
3. The trust provides information regarding all persons – both natural and legal persons – that hold direct or indirect equity or debt interest in the trust. ☐ Yes ☐ No

Information on the trust's equity and debt holders is required in order to to determine whether the Plan Administrator needs to submit certain information to UK tax authorities. The information required to be provided applies to:

- All beneficial owners of all or a portion in the trust
- All beneficiaries that are entitled to receive directly or indirectly a mandatory distribution from the trust
- All beneficiaries that received a discretionary distribution from the trust in the calendar year
- All settlors, trustees and all persons exercising ultimate effective control over the trust
- Anyone that holds a direct or indirect debt interest in the trust (including direct or indirect equity interests in a debt holder of the trust)

If ALL responses in section A are 'Yes' the trust will qualify for owner-documented FI status and you may proceed to section B of this annex. If all responses are NOT 'Yes' please contact your account executive.

B Trust owner information

Please complete the following tables regarding the trust owners as required by section A.3 of this annex. Include all persons – both natural and legal persons – that hold direct or indirect equity or debt interest in the trust as defined above. Indicate all countries of tax residence of each person and where such person is a US citizen, US green card holder, or US resident or US company, you must include United States in this table along with his/her US tax identification number (TIN).

The Plan Administrator will check whether they already have appropriate documentation for these persons on file, or whether they are obliged to request further documentation from you.

1. Trust owner information: direct owners

Please provide the following information for each direct owner of the trust and indicate if the owner is an individual or a company. Where an owner of the trust is itself a company its owners are 'indirect' owners of the trust. Please complete the information in section B.2 for all indirect owners.

Name	Country of tax residency (Do not abbreviate)	Address	Tax identification number	Country of birth	Date of birth

(Please attach additional sheets if necessary)

SELF-CERTIFICATION FOR: TRUSTS

Annex to be completed for owner-documented financial institutions

2. Trust owner information: indirect owners

Please provide information below regarding indirect owners under the name of the direct/indirect company owner they hold equity/debt interests in. The identification of indirect owners must be made by looking through all direct and indirect owners who are themselves companies.

Name of direct/indirect owner:

Name	Country of tax residency (Do not abbreviate)	Address	Tax identification number	Country of birth	Date of birth

(Please attach additional sheets if necessary)

C Declaration

I declare that:

- I am authorised to sign this form and the information I have provided is, to the best of my knowledge and belief, accurate and complete.
- I undertake to advise the Plan Administrator promptly of any change in circumstances which causes the information provided above to become incorrect or incomplete and to provide an updated declaration within 30 days of such a change. This includes in particular details of beneficiaries who receive a discretionary distribution in future and whose details have not yet been included in section B: 'trust owner information' above.
- I am aware that in certain circumstances this information will be shared with UK tax authorities, who may pass it on to the tax authorities of other countries.

Signature: Date:

Name: Capacity:

Final checklist

Before you / your Professional Adviser return your completed application form(s) to us, please check the following:

Investors:

- ☐ Have you read the plan brochure, 'if/then...' summary and plan application pack in full?
- ☐ Have you completed the correct application form(s)?
- ☐ Have you completed all relevant sections of the application form(s)?
- ☐ If you are transferring an ISA, have you completed the ISA transfer instruction included in the application form? A separate instruction form is required for each ISA that you are transferring. You should send the original copy and ISA transfer application forms by post (not email).
- ☐ If you are applying for a pension, company, charity or trust, have you attached a list of authorised signatories?
- ☐ If you have agreed a fee with a Professional Adviser have you included their details on the application form(s)?
- ☐ Have you signed and dated the application form(s)?
- ☐ Have you transferred funds (and confirmed the reference number you used) or enclosed a cheque, according to the instructions detailed?
- ☐ If you are paying electronically, or making an ISA transfer application, have you provided documentation that verifies that the bank account you have provided details for belongs to you?
- ☐ Have you provided a valid email address that can be used for plan communications?

Advisers:

- ☐ Have you completed the Professional Adviser section of the form?
- ☐ Have you signed and dated the form?
- ☐ Have you / your firm read the Tempo Structured Products terms of business and completed the distributor due diligence (without this, the application may be delayed or rejected. If you are not sure, you can call 020 7391 4747 to check)? N.B. The distributor due diligence questionnaire includes adviser firm registration details, which are required in order for the Plan Administrator to be able to facilitate adviser fee payments.

Application forms can be sent by email or post

Applications can be completed by hand, signed and scanned, or completed electronically, including electronic signatures.

You can email scanned or electronically completed application forms to the Plan Administrator:

Email to: tempo.applications@jbrearley.co.uk

You can post hard copies of application forms (including all ISA transfers) to the Plan Administrator:

Post to: Tempo Structured Products, c/o James Brearley, PO Box 34, Unit 2, Burton Road, Blackpool, FY4 4WX.

Hard copies of application forms are not required - unless an application includes an ISA Transfer instruction.

COMPANY, CHARITY AND TRUSTEE INVESTMENTS

PLAN APPLICATION PACK

Important information

You should read the plan brochure and the 'if/then' summary, which describe the features of the plan including the potential returns and risks, together with this plan application pack, and consider the other important documents, which include the full terms and conditions of the plan.

Tempo Structured Products is a trading name of ARC SP LLP, registered in England under number OC400846, with its registered offices at 338 Euston Road, London NW1 3BG. Tempo Structured Products is an appointed representative of TIME Investments, which is a trading name of Alpha Real Property Investment Advisers LLP. Alpha Real Property Investment Advisers LLP is authorised and regulated by the Financial Conduct Authority, 12 Endeavour Square, London E20 1JN, under FCA number 534723. Tempo Structured Products and TIME Investments are subsidiaries of Alpha Real Capital LLP, which is authorised and regulated by the Financial Conduct Authority, under FCA number 436048.

This plan application pack is referred to as a financial promotion by the Financial Conduct Authority and is issued by Tempo Structured Products and approved by Alpha Real Property Investment Advisers LLP for the purposes of section 21 of the Financial Services and Markets Act 2000.

All information is believed to be correct as of 01 September 2020.

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ODC4456 LKO FTSE100FDEW X3 D03

VERSION: COMPANY, CHARITY, TRUST D1

TEMPO
STRUCTURED
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