# **Enhanced Global** Absolute Return Bond 20.00 6 Year Investment Term Closing Date: 18th November 2013 Issuer of Securities: Van Lanschot

# Enhanced Global Absolute Return Bond

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This Brochure explains the features of the Bond. Please ensure that you read this document fully, including the Terms and Conditions, prior to making an investment. Wealth Options Limited does not provide financial advice. We recommend that you talk to a financial advisor who will be able to help you assess whether the Bond is suitable for you. The information on taxation contained in the Brochure is based on our understanding of rates of tax, current legislation, regulations and practice, which are likely to change in the future and which may be applied retrospectively.

# Key Features of the 6 year Securities based Bond

- 100% Capital Protection at maturity
- 6 vear term
- Invests in Van Lanschot Securities (the "Securities") which have 100% participation in the positive performance of the BNP Paribas SLI Enhanced Absolute Return Index
- No Cap on Maximum Potential Returns
- Minimum investment €100,000 for private individuals
- Minimum pension investment €20,000
- No annual management fee

This brochure has been drafted by Wealth Options Limited, who are solely responsible for its contents. Van Lanschot, Redmayne Bentley, Standard Life Investments and BNP Paribas accept no responsibility for the accuracy or otherwise of the information set out in this brochure nor have they verified the accuracy of such information other than the information directly relating to them. Van Lanschot makes no representations or warranties as to the accuracy and completeness of the document, nor the suitability of the securities mentioned in this document. Van Lanschot does not in any way sponsor or endorse any investment product which references the Securities mentioned in this document.

# How the Bond works

You are investing in 6 year Securities based Bond which uses your money to buy the Securities issued by Van Lanschot. The Securities are a type of debt issued by a bank. In effect the Bond is lending money to Van Lanschot (as Issuer of the Securities) for the duration of the Bond. The Securities returns are linked to the performance of the BNP SLI Enhanced Absolute Return Index ("the Index"), and Van Lanschot (as Issuer of the Securities) is legally obliged to pay the returns on the Securities.

The Issuer will be responsible for the payment of any return of capital and any investment return due from the Securities. The return of any capital and any investment return is therefore dependent on the ability of Van Lanschot to make the payments due from the Securities (see page 6). Neither the Bond nor the Securities track the Index directly. If an investment return is payable you will receive this in addition to a full return of the money you invest at maturity. If an investment return is not payable you will receive a return of the money you invested. The return of the money you invest is not dependent on the performance of the Index.

The Enhanced Global Absolute Return Bond will use monthly averaging in the final 18 months (19 observations) of the 6 year term. In the event of a significant fall in the value of the BNP Paribas SLI Enhanced Absolute Return Index during the final 18 months of the 6 year term this monthly averaging can protect the value of the investment by reducing the impact of such a fall on the maturity value of the Bond. However, in the event of a significant rise in the value of the BNP Paribas SLI Enhanced Absolute Return Index during the final 18 months of the 6 year term, this monthly averaging can reduce the value of the investment by reducing the impact of such a rise on the maturity value of the Bond.

# How Capital Return is calculated?

The return of your original capital at the Maturity Date is not based on the performance of the Index. The product is designed to provide a full return of your capital at the Maturity Date irrespective of the performance of the Index. You should note, however, that the return of your original capital is dependent on the Issuer still being able to meet their obligations to us to pay the amounts due. This is known as Counterparty Risk (see page 6).

The full return of your capital will only apply at the Maturity Date. Should you surrender your Bond early, you will receive the price offered by the Issuer on the secondary market for the Securities (see Liquidity Risks, page 9).

In this case, it is likely that you will receive less than you originally invested.

Warning: If you cash in your investment before the 6th December 2019 you may lose some or all of the money you invest.

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

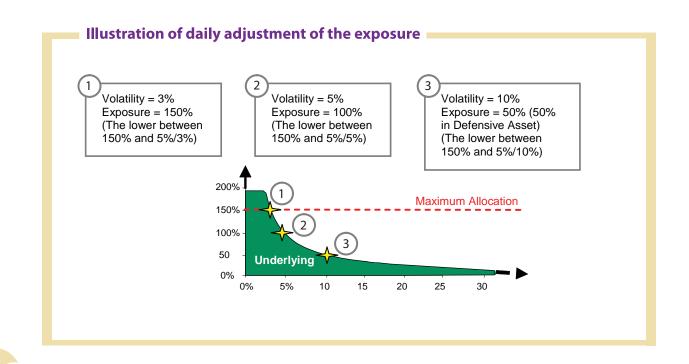


# Why the BNP Paribas SLI Enhanced Absolute Return Index?

The BNP Paribas SLI Enhanced Absolute Return Index is linked to the total return performance of the Standard Life Investments Global Absolute Return Strategies Fund. It embeds a dynamic risk control mechanism in order to fully benefit from any positive trend and to provide protection during a market downturn

The strategy will dynamically adjust its exposure to the GARS fund on a daily basis, in order to maintain the volatility close to 5%:

- Cushion against sudden market movements: The index will reduce its exposure when volatility increases above 5%
- Potential leverage: The index will increase its exposure (up to 150%) when volatility decreases below 5%



# Why the Standard Life Investments Global Absolute Return Strategies Fund?

The Standard Life Investments Global Absolute Return Strategies (GARS) Fund aims to provide positive investment returns in all market conditions over the medium to long term. The investment team who actively manage the fund have a wide investment remit to help them try to achieve this aim. The team look to exploit market inefficiencies through active allocation to highly diversified market positions. The fund manager utilises a combination of traditional assets (such as equities and bonds) and investment strategies based on advanced derivative techniques resulting in a highly diversified portfolio. The fund can take long and short positions in markets, securities and groups of securities through derivative contracts\*

# Key Highlights

- The fund seeks to achieve a performance target of 6 month EURIBOR + 5% p.a. (before charges) on a rolling three year basis.
- Portfolio diversification, through a dynamic multi-asset approach and low correlation with other asset classes
- Strong track record since launch in May 2008
- AUM of over €17.94 billion\*\*

Warning: Please note that past performance is not a relaiable guide to future performance and the value of your investment may go down as well as up.



# How does the Standard Life Investments Global Absolute Return Strategies Fund achieve its objective?

The Standard Life Investments GARS Fund aims to achieve its performance target by investing in different assets and applying investment strategies from around the world. As a result, the fund can seek enduring diversity by adopting a wider range of investment approaches than conventional investment funds. These approaches fall into four main categories:

### **Market Returns**

- Equities, Bonds and Property
- Good long term return expectations

### **Directional**

- Specific directional investment ideas
- In markets with little or no long term risk premium
- With significant return potential on a 3 year view

### **Stock Selection**

- Active stock selection
- Added value through a unique approach

### **Relative Value**

- Seek highly correlated markets or segments
- Where their relative valuation is strained
- To exploit their realignment
- \*Standard Life Global Absolute Return Strategies Fund Guide, 2011
- \*\*Bloomberg, as of June 2013



# Counterparty Risk

The performance of your Bond depends on the creditworthiness of Van Lanschot and BNP Paribas. It is possible that Van Lanschot and/or BNP Paribas could collapse or fail to make the payments due to us from the Securities. If this happened you would lose some or all of the money you invest in the Bond, as well as any investment returns from the Bond to which you might otherwise have become entitled.

# Selection of a counterparty

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

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

All of these ratings, except the AAA rating, can also be modified by a plus or a minus to give a counterparty's relative status within the grade; for example, A+, A, A- for the A rating. Ratings from BB downwards are provided in respect of other securities. A rating outlook assesses the potential direction of a long-term credit rating view over the intermediate term. In determining a rating outlook, consideration is given to any changes in the economic and fundamental business conditions. An outlook is not necessarily a precursor of a rating change or future creditwatch action.

- O Positive means that a rating may be raised.
- Negative means that a rating may be lowered.
- Stable means that a rating is not likely to change.
- O Developing means a rating may be raised or lowered.

Long term credit ratings and outlook for Van Lanschot:

Agency	Rating	Outlook
Standard & Poors	BBB+	Negative
Fitch	A-	Negative

Source: Bloomberg 19th September 2013

# Who are Van Lanschot?

F. Van Lanschot Bankiers N.V. (Van Lanschot) is the largest independent private bank in the Benelux, with a history dating back more than 275 years. They are the number two player in Netherlands and Belgium with a market share of 15% in the private banking market. Their focus is on low risk profile, as solidity comes before profitability. The objective of the bank is to preserve and create wealth for clients. Van Lanschot N.V. is the sole shareholder of Van Lanschot, certificates of shares of Van Lanschot N.V. are listed on the Amsterdam stock exchange, with the ticker code LANS:NA. Van Lanschot have client assets of €51.3billion.

# Is this investment right for you?

### This investment might be right for you if:

- ✓ You are looking for an investment linked to the performance of the Index
- ✓ You do not need access to your money over the next six years
- ✓ You have a minimum of €100,000 to invest as a private individuals or a minimum of €20,000 as a pension investors

### This investment might not be right for you if:

- ★ You may need immediate access to your money
- ▶ You cannot commit to the full six year Term
- Sou want a guaranteed return on your investment
- You want to add to your investment on a regular basis

The Enhanced Global Absolute Return Bond is available to Individuals, Companies, Charities, Credit Unions, Pension Investors and Approved Retirement Funds (ARFs).

Warning: There is no guarantee that this Investment will provide a better return than a deposit or any return at all.

If you have any doubts about this product or if you are unsure whether it meets your needs, we strongly recommend that you discuss this with your investment advisor.



# Tax Treatment

Investment returns on the Enhanced Global Absolute Return Bond are paid gross and based on our understating of rates of tax, current legislation, regulations and practice, are subject to Capital Gains Tax (CGT). These are likely to change in the future and may be applied retrospectively. This is a general guide only. It is important that you consult your tax advisors concerning possible taxation and other consequences of making an investment in the Bond.

Any gains made from the investment by SSAPs, SIPPs, PRBs, ARFs, Credit Unions and Charities will usually be free of tax. The taxation of any gains on investments in the Bond made by companies, partnerships or other businesses will depend on the tax position of the organisation.

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

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

# Charges

A fee of up to a maximum of 5% is built into the Bond terms and is used to cover the costs associated with the distribution, marketing, administration and literature production for this Bond. No charges are applied directly to the amount you invest or your potential maturity amount and there are no annual management charges. Your intermediary will be paid 3% for advising you on this investment.

# **Custody and Your Investment**

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

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

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

## What are the risks of the investment?

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

If Van Lanschot fails or becomes insolvent (i.e. defaults on its debts, goes bankrupt or similar)

- (a) Your investment will be at risk and
- (b) Any payment you receive may be paid at a time which is different to the Final Maturity Date and may be paid at a time which is significantly later

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

The past performance of the BNP SLI Enhanced Absolute Return Index is not necessarily an indication of its future performance.

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

A Bond such as this does not guarantee immediate access to cash without penalty in the event that you require this during the Bond Term. The Bond is not appropriate if you need income from your investment during the Bond Term, or you require access to your initial investment within the 6 years.

Liquidity risks: You should have other savings that you can access immediately and without penalty to meet any emergency cash needs. There is no guarantee that you will be able to redeem any investment before the Maturity Date as the decision about whether market conditions are normal will be taken by the Counterparty. The terms of the Securities may permit the Counterparty to delay, reduce or withhold payments.

These provisions are not intended to circumvent what is legally due to you but are intended to cover unforeseen events which affect your return from the Bond, for example, a suspension or delay in receiving prices and market or other disruption events.

# **Question and Answers**

### Should I talk to a financial advisor?

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

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

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

### What happens if I change my mind?

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

### Are partial withdrawals allowed?

No, partial withdrawals are not allowed.

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

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

Financial Service Ombudsman's Bureau,

3rd Floor, Lincoln House, Lincoln Place, Dublin 2. Lo call: 1890 88 20 90; Telephone: (01) 6620899;

Fax: (01) 662 0890;

Email: enquires@financialombudsman.ie

### How can I obtain a copy of the Prospectus relating to the Securities?

You can obtain a copy of the Base Prospectus relating to the securities and any further information about the investment product on request from Wealth Options Limited.

### What happens to my money?

You open a trading account with Redmayne Bentley one of the UKs largest stockbrokers who will purchase the Securities on behalf of the 'The Enhanced Global Absolute Return Bond'.

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

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

### How will you keep me informed?

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

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

**Single applicants:** In the event of your death, the Bond will be administered in accordance with the instructions of your personal representatives, and/or as part of probate/administration.

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

### What are the charges?

No charges are taken away from your initial investment. We allow approximately 5% to cover the fees. No charges or fees are taken away from your original deposit or your potential maturity payment, and there are no annual management charges, so any returns are based upon the full amount you invest into the Bond. If you cash in your investment early we will charge an additional 0.5% administration charge (on the full realised market value of your Bond, which may be more or less than the initial amount invested).

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

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

# **Terms & Conditions**

### 1. Definitions

'The Enhanced Global Absolute Return Bond' is the name given by Wealth Options to a pooled investment in the Securities (ISIN: X50984206069) issued by F. Van Lanschot Bank N.V. under their 5 billion debt issuance programme. A copy of the Base Prospectus and any Supplements and Final Terms (containing the full Terms and Conditions of the Securities as well as disclosure on the risks in respect of the Securities) are available upon request from Wealth Options.

The 'Index' means the BNP Paribas SLI Enhanced Absolute Return Index EUR (BNPIGARE Index).

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

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

'Investment' means the sum of money initially invested by you in The Enhanced Global Absolute Return Bond.

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

'Closing Date' means the 18th November 2013 and 18th November 2013 for Life Company Investors.

'Strike Date' means the 22nd November 2013.

'Issue Date' means the 6th December 2013.

'Final Valuation Date' means the 22nd November 2019.

'Maturity Date' means 6th December 2019.

'Averaging Dates' mean the 22nd May 2018, 22nd June 2018, 23rd July 2018, 22nd August 2018, 24th September 2018, 22nd October 2018, 22nd November 2018, 24th December 2018, 22nd January 2019, 22nd February 2019, 22nd March 2019, 23rd April 2019, 22nd May 2019, 24th June 2019, 22nd July 2019, 22nd August 2019, 23rd September 2019, 22nd October 2019 and 22nd November 2019 (19 observations) provided that if the date on which the observation is to be made is not a Trading Day, the observation date will be the next following Trading Day unless such day should fall in the next calendar month, in which case it will be the first preceding day that is a Trading Day;

'Fitch' means Fitch Ratings.

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

'FSA' means the UK Financial Services Authority (website: www.fsa.gov.uk).

'Securities' means the medium term notes of senior unsecured debt issued by Van Lanschot Bank.

'Issuer' means Van Lanschot Bank as issuer of the Securities.

'Bond' means the Enhanced Global Absolute Return Bond', comprising the bond to be issued by us and subscribed for by you, as specified in your Application Form(s).

'Variable Return' means the investment return (if any) payable in addition to the Capital Protected Amount in respect of the Enhanced Global Absolute Return Bond in accordance with Condition 5.

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

### 2. Availability

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

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

### 3. Documentation

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

Application Forms: Complete and sign the Enhanced Global Absolute Return Bond' application forms. By signing Redmayne Bentley's nominee account opening form(s) you are confirming that you have read their terms and conditions which are available at www.redmayne.co.uk/terms or through your Financial Advisor.

### 4. Maturity

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

### **5. Investment Return Condition**

5.1 The Capital Protected Amount is 100% protected by the Issuer at maturity. The Issuer will enter into a financial derivative contract with BNP Paribas (the Counterparty) before the start date to generate the Variable Return if any, of the Enhanced Global Absolute Return Bond. Any Variable Return which may be payable is conditional on the fulfilment of the Counterparty's obligations to the Issuer. If the Counterparty or the Issuer were to default on the derivative contract before its natural expiry the return will be calculated using best market practice and no further Variable Return will be earned on the Bond. In the event of the Counterparty being unable to fulfil its obligations to the Issuer, your returns may be limited to the return of your Capital Protected Amount at maturity.

5.2 The potential Variable Return payable on the Bond will be determined on the Maturity Date of the Bond. On each Averaging Date, the Index level will be recorded and at the end of the Term the final Index level will be calculated by taking the average of the Index levels recorded on the Averaging Dates. The Variable Return will be 100% of the total amount of growth of the Index from the Start Date to the Final Valuation Date, subject to averaging as set out above, Any Variable Return which may be due will be payable on the Maturity Date.

5.3 If on the Maturity Date the Index has generated zero or negative growth, no payment will be due to you in respect of the Variable Return

5.4 Please note that averaging over the Term may have a negative impact on the investment return meaning that you may not receive the maximum benefit of any gains that may be made by the Index over the Term. However, averaging over the Term may also have the effect of protecting the Investment from the full extent of any losses that may be suffered by the Index over the Term.

# **Terms & Conditions**

### 6. What happens if I die?

In the event of a death of a sole investor or surviving joint account holder prior to the Maturity Date of the Investment, the Investment will continue in the name of the Executor or Administrator. Alternatively, the Investment may be redeemed prior to Maturity Date, subject to normal probate legislation at its realisable value. For self directed or self administered pension Bonds, in the event of death of a policyholder/member prior to the maturity date, the investment may be redeemed at its realisable value which may be more or less than the capital protected amount. The proceeds from such a redemption would be paid to the life company/pension trust.

### 7. Accessibility

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

### 8. Right to Terminate Investment

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

### 9. Investor Compensation\*

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

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

Your investments will be held in a safe custody account designated as a client account, in accordance with the Client Assets Requirements. You acknowledge and consent that Redmayne Bentley may hold your money and investments (collectively referred to as "client assets") with, or undertake a transaction for you which requires Redmayne Bentley to pass your assets to, an Eligible Third Party located outside Ireland. In such circumstances the legal and regulatory regime applying to such Eligible Third Party and your rights in relation to the client assets held in such manner may be different to that which would apply if such client assets were held by an Eligible Third Party in Ireland. In the event of a default or failure of that Eligible Third Party, the client assets may be treated differently from the position which would apply if the assets were held by an Eligible Third Party in Ireland. Redmayne Bentley will exercise due skill, care and diligence in the selection, appointment and periodic review of any Eligible Third Party

arrangements for holding and safekeeping of your investments but Redmayne Bentley shall not be responsible for any acts, omissions or default of any such Eligible Third Party, save where such a default is caused by fraud, wilful default or negligence on the part of Redmayne Bentley or its nominee company. Although Redmayne Bentley will seek to ensure that adequate arrangements are made to safeguard your ownership rights, especially in the event of its own insolvency, your investments may be at risk if an Eligible Third Party becomes insolvent.

### 11. Client Assets and Pooled Investment\*

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

### 12. Jurisdiction

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

### 13. Data Protection

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

### 14. Liability and Indemnity

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

# **Terms & Conditions**

### 15. Variation

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

### **16. Promotion Limitations**

### **European Economic Area**

In relation to each Member State of the European Economic Area which has implemented the Prospectus Directive (each, a "Relevant Member State"), each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that with effect from and including the date on which the Prospectus Directive is implemented in that Relevant Member State (the "Relevant Implementation Date") it has not made and will not make an offer of Notes which are the subject of the offering contemplated by this Base Prospectus as completed by the Final Terms in relation thereto to the public in that Relevant Member State except that it may, with effect from and including the Relevant Implementation Date, make an offer of Notes to the public in that Relevant Member State: (i) at any time to any legal entity which is a qualified investor as defined in the Prospectus Directive;

(ii) at any time to fewer than 100 or, if the Relevant Member State has implemented the relevant provision of the 2010 PD Amending Directive, 150, natural or legal persons (other than qualified investors as defined in the Prospectus Directive), subject to obtaining the prior consent of the relevant Dealer or Dealers nominated by the Issuer for any such offer; or

(iii) at any time in any other circumstances falling within Article 3(2) of the Prospectus Directive, provided that no such offer of Notes referred to in (i) to (iii) above shall require the Issuer or any Dealer to publish a prospectus pursuant to Article 3 of the Prospectus Directive, or supplement a prospectus pursuant to Article 16 of the Prospectus Directive.

For the purposes of this provision, the expression 'an offer of Notes to the public' in relation to any Notes in any Relevant Member State means the communication in any form and by any means of sufficient information on the terms of the offer and the Notes to be offered so as to enable an investor to decide to purchase or subscribe the Notes, as the same may be varied in that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State, the expression "Prospectus Directive" means Directive 2003/71/EC (and amendments thereto, including the 2010 PD Amending Directive, to the extent implemented in the Relevant Member State), and includes any relevant implementing measure in the Relevant Member State and the expression "2010 PD Amending Directive" means Directive 2010/73/EU.

### 17. Complaints Procedure

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

### 18. Risk Factors

(i) Market Risk - Investors should ensure they are aware of the risk associated with investing in the financial markets. Prices are not guaranteed and may fall as well as rise during the term of the product. Prices will be influenced by the performance of the underlying index but may also be influenced by external factors including financial, political and economic events.

(ii) Credit Risk - Your credit risk resides with the creditworthiness of Van Lanschot and the BNP Paribas. In the event of Van Lanschot defaulting, your investment in the Bond is not covered under any guarantee scheme. You do not have a direct claim against a specific sum in a clearing account or directly against Van Lanschot, as you are not the holder of the Securities. Any compensation claim will need to be filed with the appropriate liquidators or administrators.

(iii) Disruption Risk - During the term of the product there may be adjustments to the terms and conditions of the Investment due to events such as mergers, disposals and price source disruptions. In the event of an adjustment, the Issuer has an obligation to make reasonable commercial efforts, to ensure the continuation of the Investment. After exhausting reasonable commercial effort, the issuer shall be entitled, at its absolute discretion, to change the underlying companies, to unwind the Bond at the then current market value or to suspend operations of the Bond. The investment return may be lower as a result of any adjustment.

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

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

\*Does not apply to Life Contract Investors



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



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Structured Products
Awards 2012



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Email: info@wealthoptions.ie
Website: www.wealthoptions.ie

### Enhanced Global Absolute Return Bond



Non Pension Investors -Complete pages (i) (ii) & (iii) Life Company Pension Investors - Complete Relevant Life Company Forms Only Self Administered Pension Investors -Complete Pages (i) (ii) & (iv)

### I / We hereby apply to invest in the Enhanced Global Absolute Return Bond: Personal Details **First Applicant Second Applicant** Mr. Mr. Mrs. Ms. Mrs. Ms. Surname Surname First Name First Name Date of Birth Date of Birth Tel Tel Address (if different) Address Citizenship Citizenship I / We wish to invest € in the Enhanced Global Absolute Return Bond\*. \*Minimum Investment is €100,000 (€20,000 for Pension Investments). Cheques made payable to Redmayne Bentley. Bank details on bottom of page (ii) Denominations of 000's only. Type of Investment Personal Corporate Pension Pension Provider \_\_\_\_\_ **Policy Number** Other To comply with the current Anti-Money Laundering and Terrorist Financing legislation, Wealth Options Ltd is required to ask you about the original source of your wealth in respect of this application. Please complete BOTH sections A and B below and sign the declaration: Section A: Source of Funds Please state the payment method: A. Personal Cheque B. Fund Transfer C: Bank Draft D. Other – Please Specify \_\_\_\_\_ Please provide bank details (if sending funds by Funds Transfer or Bank Draft): Account Holder Name(s) \_\_\_\_\_\_ Branch: \_\_\_\_\_ \_\_\_\_\_Account Number: \_\_\_\_\_ Bank Name:\_\_ Section B: Source of Wealth How have the funds to pay for the investment been accumulated: Salary/Savings Sales of Assets Inheritance Other: \_

### **Declarations**

### Applicant(s) Declaration

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

1st Applicant Signature			Date				
2nd Applicant Signature			Date				
Intermediary Declaration I declare that I have met the above named applicants and have explained the Enhanced Global Absolute Return Bond to them and am satisfied that it is suitable for their needs.							
Financial Advisor Name		Financial Advisor Signature					
Financial Advisor Firm		Date					

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

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

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

### Minimum Anti-Money Laundering Documentation Requirements\*

### **Private & Pension Investors**

- Proof of Identity Certified copy of one of the following for each applicant: valid passport or drivers license
- · Proof of Address Certified copy of one of the following for each applicant: utility bill or bank statement dated within 6 months

### Corporates/Trusts/Charities/Credit Unions

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

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

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

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

Bank Name: AIB. South Mall. Cork.

Sort Code: 93-63-83 Account Number: 31409040 Reference: Investor name

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

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

### Redmayne Bentley Nominee Account Agreement Form

Please complete white boxes only.

Personal Details (BLOCK CAPS PLEASE) Please tick if the account has been set up in joint names Account No (if existing client) Secondary Contact (for joint applications) Primary Contact (for single applications) Title (e.g. Mr. Mrs. Dr.) Title (e.g. Mr. Mrs. Dr.) Surname Surname First Names (in full) First Names (in full) Date of Birth (DD/MM/YY) Date of Birth (DD/MM/YY) Address: Address: Email: Email: Tel: Tel: Occupation: Occupation: Employer: Employer: Residential Status: Residential Status: Payments (To be completed for Investment Products that provide a regular income only so payment can be sent to your account) Please pay any dividends to: Redmayne-Bentley Deposit Account or Bank / Building Society Name of Bank / Building Society Bank Address Postcode Bank Account Holder's Name(s) Sort Code Bank Account Number Declaration I declare that: ☑ I / We\* have read, understood and retained a copy of Redmayne-Bentley's Terms & Conditions and A Guide to our Services ☑ I / We\* wish to open a Nominee account with Redmayne Bentley (Nominees), and accept the Terms & Conditions as laid out. ☐ I / We\* wish to deal in overseas stocks and enclose a completed W-8BEN form. ☐ I / We\* wish to transfer existing shares to you, please send \_\_\_\_\_ CREST transfer form(s) (one for each holding). ☑ I / We\* consent that Redmayne-Bentley may execute orders outside a regulated market or multilateral trading facility when they are able to achieve a similar or better result. Dealing will be in accordance with the published Best Execution Policy. ☑ I / We\* declare that this application form has been completed to the best of my knowledge. Primary Account Holder Signature Date Joint Account Holder Signature Date (if applicable)

### Redmayne Bentley Pension Dealing Account Form:

### Please complete white boxes only.

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

Name of Pension					
Type of Pension (Please select as appropriate): A(M)RF ☐ PRB ☐	SSAP□ SIPP□ Other□	(Please specify)			
Beneficiary's Details (for single applications)	Second Beneficiarys Details (for	joint applications)			
Title (e.g. Mr. Mrs. Dr.)	Title (e.g. Mr. Mrs. Dr.)				
Surname	Surname				
First Names (in full)	First Names (in full)				
Date of Birth (DD/MM/YY)	Date of Birth (DD/MM/YY)				
Address	Address				
Email	Email				
Tel	Tel				
Trustee Details Trustee One Trustee Two					
Title (e.g. Mr. Mrs. Dr.)	Title (e.g. Mr. Mrs. Dr.)				
Surname	Surname	Surname			
First Names (in full)	First Names (in full)				
Company Name	Company Name				
Address	Address				
Email	Email				
Tel	Tel				
If there are more than two trustees, please tick this box You will need an additional form in order to complete the details of the additional trustees.  Declaration I declare that:  1. The individual(s) detailed above is a member of an authorised pension scheme or QROPS.  2. The member(s) have been supplied with a copy of our Terms & Conditions and Guide to Our Services and Charges.  3. You agree to be bound by those Terms & Conditions.  4. If named as the Primary point of contact, you agree to pass on details of all corporate actions to the member(s) in a timely manner.  5. Unless indicated otherwise above, you agree for the stock to be held in Redmayne Bentley Nominee Ltd.					
Trustee One/First Authorised Signatory Signature		Date			
Trustee Two/Second Authorised Signatory Signature (if applicable)		Date			

Address: Unit 1C Elm House Millennium Park Naas Co Kildare Tel: Fax: Email: Website:

045 88 22 81 045 88 22 86 info@wealthoptions.ie www.wealthoptions.ie