Capital-at-risk

MB Structured Investments

www.mbstructuredinvestments.com

UK Quarterly Conditional Income Plan October 2022 - 5431

Plan managed by

meteor

Securities issued by

BARCLAYS

UK Quarterly Conditional Income Plan October 2022 - 5431

Important Information

- MB Structured Investments is a trading name of Meteor Asset Management Limited. An investment in the Plan constitutes a contractual arrangement with Meteor Asset Management Limited.
- The potential investment and capital returns from the Plan are backed by securities issued by Barclays Bank plc. In the event that Barclays fails to meet the payments due under the securities, this would not be covered by the Financial Services Compensation Scheme.
- Investing in this Plan puts your capital at risk. You may lose some, or all, of your investment.
- The Plan has been designed for a specific type of investor, as set out in this Brochure. The Plan may only be suitable for this type of investor.
- Meteor does not provide financial advice. We recommend that you take advice from a financial adviser, who will be able to help you assess whether the investment is suitable for you.
- You should conduct such independent investigation and analysis of the tax treatment of an investment as you feel appropriate, to evaluate the merits and risks of an investment in the Plan.
- 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 backdated.
- This Brochure has been approved and issued by Meteor Asset Management Limited as a financial promotion pursuant to S. 21 of the Financial Services and Markets Act 2000. It is for information only and does not constitute investment, legal or tax advice.
- If you have any queries about this Plan, any such query should be directed to and will be answered by the Plan Manager, Meteor Asset Management.
- The following information has not been prepared by the Issuer, or any of their respective directors, officers or agents. The Issuer makes no representation or warranty, and accepts no responsibility or liability, to any party in relation to the information provided in this Brochure.

All relevant terms are defined in the Plan Summary on page 1 or the Glossary on page 21.

This Brochure explains the features and risks of the Plan and should be read in conjunction with the Key Information Document (KID) and Meteor's standard Terms and Conditions. Please read all documents before making an investment decision.

UK Quarterly Conditional Income Plan October 2022 - 5431

Contents

Plan Summary	1
Key Risks	2
Key Dates	2
Is the Plan right for me?	3
How the Plan works	5
Income	7
Repayment of Capital	8
The Index	9
Selection of a counterparty	11
About Barclays Bank plc	11
About MB Structured Investments	12
About Meteor	12
Anti-money laundering regulations	13
Taxation	13
Keeping you informed	14
Administration charges	15
Compensation Arrangements	15
Risks	16
Frequently asked questions	18
Investing	20
Glossary	21

Plan Summary

Term	A maximum six year three week investment
Linked asset(s)	FTSE® 100 Index (the 'Index')
Issuer	Barclays Bank plc (the 'Counterparty')
Plan Manager	Meteor Asset Management Limited
Repayment of Capital	You will lose money if the Final Level of the Index is below 65% of its Opening Level. The amount of your money that you would lose will be the percentage by which the Final Level of the Index is below its Opening Level. In extreme circumstances you could lose all of your money. If the Final Level of the Index is at least equal to 65% of its Opening Level you will get back the amount you invested.
Income	If the Closing Level of the Index on any Quarterly Measurement Date is at least equal to 85% of its Opening Level, the Plan will pay a gross income of 2.07% for that quarter. No income will be payable for a quarter if the Closing Level of the Index is below 85% of its Opening Level on the Quarterly Measurement Date. The first Quarterly Measurement Date will be on 12 January 2023, three months after the Start Date. Thereafter, the performance of the Index will be measured quarterly. If the kick-out condition is met (see below), income will be paid in respect of that quarter and the Plan will mature early. No further income payments will then be payable.
Kick-out condition	From year 1, the Plan will kick-out, i.e. mature early, if the Closing Level of the Index is equal to or above its Opening Level on any Annual Measurement Date. In this event you would receive a full return of your money, as well as the income due for that quarter. The first Annual Measurement Date on which an early maturity could be triggered will be on 12 October 2023, one year after the Start Date.
Tax treatment	It is our understanding that any income payments from a direct investment by individuals or Trusts into this Plan is expected to be subject to Income Tax.
Available for investment	Subject to a minimum investment of £5,000, the Plan is available for investment: ▶ by individual or joint applications; ▶ as 2022/23 tax year stocks and shares ISAs; ▶ as ISA transfers; ▶ by pension schemes; or ▶ by trustees, companies and partnerships. This Plan is available to residents of the United Kingdom only.
Securities	The Securities purchased will be Notes issued by Barclays Bank plc. These Securities can be viewed in a similar way to a loan to the Issuer, which is in turn linked to the performance of the Index.
ISIN	XS2422303458 **Listing** London Stock Exchange
Base Prospectus	You can obtain a copy of the Base Prospectus relating to the Securities and any further information about the Plan on request or by visiting our website at **www.mbstructuredinvestments.com**.
Meteor distribution fee	We will receive a distribution fee of up to 1.75% This fee may vary during the product offering period but is correct as at the date of this brochure. We will use our fee to cover the costs of: ▶ preparing the Plan literature and information; ▶ marketing the Plan; ▶ administration of the Plan throughout the term; and ▶ payments to introducers, where applicable. This fee will not be used to remunerate any adviser.

Key Risks

Access to capital

- In normal market conditions, it is expected that Barclays Bank plc (the Calculation Agent of the Securities) will provide pricing of the Securities for investors who need access to their capital before the Maturity Date. However, there is no guarantee that the Calculation Agent will provide pricing or 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 Calculation Agent (see Liquidity risks).
- If you need to encash the investment before maturity, and the Securities are able to be sold, their value will depend on a number of factors including current market conditions and you may receive significantly less than the money you invested. You will also have to pay an administration charge.

Counterparty risk

- The Issuer will be responsible for the payment to us of any return of capital and any income payments due from the Securities.
- It is possible that the Issuer could collapse or fail to make the payments due. If this happened you would lose some, or all, of your original investment, as well as any income payments to which you might otherwise have become entitled.
- The actual and perceived ability of the Issuer to meet its obligations may affect the market value of an investment over the term.
- In the event that the Issuer fails to meet its obligations to pay the amounts due from the Securities, you will not be entitled to compensation from the Financial Services Compensation Scheme ('FSCS').

Risk to capital and income payments

- This is a capital-at-risk product and you could lose some, or all, of the money you invest in the Plan.
- The amount you will get back is based on the Index. If the Final Level of the Index is less than 65% of its Opening Level, you will lose money and the amount you lose will be at least 35% of the amount invested, due to the nature of the capital protection barrier.
- It is possible that you will not receive any income payments.
- Any income payments may be less than the amount you would have received by investing directly in the Index.

The risks associated with this Plan are not limited to those listed above, but these are the key risks.
Further risks are outlined on pages 16 & 17, 'Risks'.

Key Dates

Closing Date for Plan subscriptions	ISA transfers Subscriptions by cheque or bank transfers		26 September 2022 10 October 2022
Start Date	12 October 2022		
Opening Level	Closing Level of the Index on		12 October 2022
Quarterly Measurement Dates	The performance of the Index will be measured quarterly on the 12th day of October, January, April and July each year. If the Quarterly Measurement Date falls on a non-Business Day, the performance of the Index will be measured on the next Business Day. The first Quarterly Measurement Date will be on 12 January 2023, three months after the Start Date. Income payments due will be made up to 15 Business Days after a Quarterly Measurement Date.		
Annual Measurement Dates	12 October 2023 14 October 2024	13 October 2025 12 October 2026	12 October 2027
Final Measurement Date	12 October 2028		
Final Level	Closing Level of the Index on		12 October 2028
Maturity Date	2 November 2028		

Is the Plan right for me?

It's important to us that investors understand how the Plan works and are satisfied that it will help them to meet their investment objectives. We know that this Plan won't be right for everyone, and we have designed it to meet the investment objectives of investors with certain investment characteristics, which we call our 'target market'.

We cannot advise you if it meets your specific needs and requirements, or if you fall within our target market, and we recommend that you take financial advice from a financial adviser, who will be able to help you assess your investment objectives and advise you whether the Plan is suitable for you.

It can be difficult to categorise people's knowledge and understanding, but to help us make sure that this Plan could meet your needs we have set out below various attributes of different types of investors.

Basic	Investors having the following characteristics: ▶ Basic knowledge of relevant financial instruments - a basic investor can make an informed investment decision based on the regulated and authorised documentation or with the help of basic information provided. ▶ No financial industry experience, i.e. suited to a first time investor.
Informed	Investors having one, or more, of the following characteristics: ▶ Average knowledge of relevant financial products - an informed investor can make an informed investment decision based on the regulated and authorised documentation, together with knowledge and understanding of the specific factors/risks highlighted within them only. ▶ Some financial industry experience.
Advanced	Investors having one, or more, of the following characteristics: ▶ A good knowledge of relevant financial products and transactions. ▶ Financial industry experience or accompanied by professional investment advice or included in a discretionary portfolio service.

If you are not taking financial advice as part of the application process, we will ask you which category best describes you. If you have taken advice we will treat you as an 'Advanced Investor', unless you indicate differently on the Application Form.

Is the Plan right for me? - continued

To assist your decision making process, we have set out below the characteristics of a typical investor within the target market for this Plan. This is for guidance only and we recommend that you speak to a financial adviser, who will be able to assess your investment objectives and advise you whether the Plan is suitable for you.

A typical investor who invests in this Plan will:

- ✓ Be either an Informed or Advanced Investor, with appropriate knowledge and experience of equity-based investments;
- ✓ Like investments that provide known returns based on pre-determined market outcomes;
- ✓ Want the potential to secure an investment return above that available from a deposit-based investment and acknowledge and accept the Summary Risk Indicator set out in the Key Information Document (KID);
- ✓ Be willing and able to tie up their money for the term of the Plan for the objective of producing income;
- ✓ Accept that they could lose money, and be able to afford to do so;
- ✓ Understand that in the event of a loss that this loss would be at least 35% of the money they put into the Plan and could be considerably more, and in extreme circumstances they could lose all of their money;
- ✓ Know that the level of the Index can fall but do not expect the fall to be more than 35% of its Opening Level at the Final Measurement Date;
- ✓ Appreciate the importance of having a spread of investments to reduce concentration risk;
- ✓ Know and accept that inflation reduces the real value of money and what it can buy;
- ✓ Understand that equity markets are affected by economic and political events nationally and globally;
- ✓ Accept that if the Counterparty defaults that they could lose all their money and any income, and that they would not have any recourse to the FSCS.

An investor will not meet the target market criteria if:

- ✗ They do not understand how this investment works;
- ✗ They are unable, or unwilling, to accept the risks associated with this Plan, including the loss of their money;
- ✗ The Plan does not meet their investment objectives.

The information provided on this page is not investment advice or an investment recommendation. It is designed to provide some guidance as to the possible future risks and rewards of this Plan. We have not taken individual client circumstances into consideration when producing this information and recommend that you consult your financial adviser on whether this investment is appropriate for you.

How the Plan works

An investment in the Plan constitutes a contractual arrangement with Meteor Asset Management Limited. We will use your money to acquire Securities, on your behalf, which are designed to have the characteristics required to achieve the investment objectives of the Plan.

The Securities purchased will be Notes issued by Barclays Bank plc. These Securities can be viewed in a similar way to a loan to the Issuer, which is in turn linked to the performance of the Index.

The return of any capital from the Plan is linked to the performance of the FTSE 100 Index. The income payments and return of any capital are dependent on the ability of the Issuer to make the payments due from the Securities.

The Plan offers the potential for an enhanced return on your investment compared to the actual performance of the Index. Although neither the Plan nor the Securities tracks the Index directly, their performance will affect any capital return and income payments. You need to understand that this will be impacted by a number of factors.

On any Annual Measurement Date from year 1, the Plan may mature early, paying you the income payment for that quarter and a return of the amount you invested. This is explained on page 7, 'Income'.

We have designed the Plan to try to limit the potential for a reduction in your capital should the Index fall. However, risk has not been eliminated and your capital is at risk. This is explained on page 8, 'Repayment of Capital'. Further information on capital at risk products can be found on our website at **www.mbstructuredinvestments.com.**

The trade-off for the possible enhanced return and limiting the possibility of capital loss is that if the Index were to increase by more than the potential payments, you would not benefit from any such increase in excess of any investment payments provided by the Plan.

In addition, you should also understand that you will not be entitled to receive the dividends normally payable if you had invested directly in the shares of the companies that make up the Index.

If the Plan is oversubscribed we may not be able to accept your application; should this happen we would notify you of this and ask for your instructions.

How the Plan works - continued

Factors that could influence the returns payable

When investing in this Plan you must bear in mind that the risk to your capital and any income payable will be affected by a number of factors that shape how equity markets work. These can be wide ranging, and include events such as natural disasters and wars, through to political uncertainty and general economic changes, either here in the UK or on a more global basis.

Below is a list of the type of issues that can affect your investment:

- How well, or badly, the UK economy is performing;
- Global economic conditions and how they impact the UK;
- Political instability or uncertainty - which can make markets nervous and share prices fall;
- Impact of natural disasters - the commercial impact of which can be to stop trade and cause share prices to fall;
- War/civil unrest/conflict;
- The supply and price of natural resources.

It is impossible to accurately quantify the effect any of these issues would have, either in isolation or in combination, on your capital and any income payable under the Plan.

Income

How the income is calculated

Any income payable from the Plan is linked to the performance of the Index. The Opening Level of the Index will be its Closing Level on 12 October 2022.

We will compare the Opening Level of the Index with its Closing Level on each Quarterly Measurement Date to determine if any income is payable for that quarter.

It is possible that income might not be payable in respect of some, or all, quarters and the Plan might not pay any income at all.

The Plan will pay a gross income of 2.07% for a quarter if the Closing Level of the Index is at least 85% of its Opening Level on the relevant Quarterly Measurement Date. No income will be paid for a quarter if the Closing Level of the Index is below 85% of its Opening Level on the relevant Quarterly Measurement Date.

If the Plan runs for its full investment term, an income payment will be paid in respect of the final quarter if the Final Level of the Index is at least 85% of its Opening Level.

The Plan could kick out from year 1, or on any subsequent Annual Measurement Date. This will occur if the Closing Level of the Index is equal to or above its Opening Level on an Annual Measurement Date. In this event, the income for that quarter will be paid but no further income payments will be payable thereafter.

If the Closing Level of the Index on an Annual Measurement Date is less than its Opening Level, the Plan will remain in force.

Income payments due will be made up to 15 business days after a Quarterly Measurement Date. In all cases, any income payments will be made by bank transfer directly into your nominated bank account.

Quarterly Measurement Dates 1 to 3		
On a Quarterly Measurement Date, is the Closing Level of the Index at least equal to 85% of its Opening Level?	Yes	The Plan provides an income payment of 2.07% for that quarter and will remain in force.
	No	The Plan provides no income payment for that quarter and will remain in force.
Quarterly Measurement Dates 4 to 23		
On a Quarterly Measurement Date, is the Closing Level of the Index at least equal to its Opening Level?	Yes	The Plan provides an income payment of 2.07% for that quarter and if the Quarterly Measurement date is also an Annual Measurement Date will mature early.
	No	
On a Quarterly Measurement Date, is the Closing Level of the Index at least equal to 85% of its Opening Level?	Yes	The Plan provides an income payment of 2.07% for that quarter and will remain in force.
	No	The Plan provides no income payment for that quarter and will remain in force.
Quarterly Measurement Date 24 (Final Measurement Date)		
Is the Final Level of the Index at least equal to 85% of its Opening Level?	Yes	The Plan provides an income payment of 2.07% for quarter 24 and matures.
	No	The Plan provides no income payment for quarter 24 and matures.

Repayment of Capital

How capital return is calculated

If the Plan matures early at any Annual Measurement Date, the money you invested will be repaid in full.

If the Plan does not mature early, the return of your money at the Maturity Date will be based on the performance of the Index and may not be returned in full.

You will lose money if the Final Level of the Index is below 65% of its Opening Level.

The amount of money that you would lose will be the percentage by which the Final Level of the Index is below its Opening Level. In extreme circumstances you could lose all of your money. Due to the nature of the capital protection barrier, in cases of capital loss, the capital loss would be at least 35% of the money you invested.

The actual amount you would lose will depend on how prevailing market conditions have affected the level of the Index.

For example, if you invested £10,000 and the Final Level of the Index is 70% below its Opening Level, you will receive only £3,000 of the money you invested in the Plan.

If the Final Level of the Index is at least equal to 65% of its Opening Level, you will receive a full return of the money you invested.

The table below gives examples of the return of capital at maturity, based on a range of movements in the Index.

The table does not give predictions of what we believe you might receive. It is designed to illustrate how the return of the money you invest in the Plan is calculated. You should be aware that you could lose all of your money.

Return of your money based on the % by which the Final Level of the Index is below its Opening Level.

	Repayment of capital on example amounts invested				
Index Movement	£10,000	£15,000	£20,000	£25,000	£50,000
-10%	£10,000	£15,000	£20,000	£25,000	£50,000
-20%	£10,000	£15,000	£20,000	£25,000	£50,000
-30%	£10,000	£15,000	£20,000	£25,000	£50,000
-35%	£10,000	£15,000	£20,000	£25,000	£50,000
-40%	£6,000	£9,000	£12,000	£15,000	£30,000
-50%	£5,000	£7,500	£10,000	£12,500	£25,000
-60%	£4,000	£6,000	£8,000	£10,000	£20,000
-70%	£3,000	£4,500	£6,000	£7,500	£15,000
-80%	£2,000	£3,000	£4,000	£5,000	£10,000
-90%	£1,000	£1,500	£2,000	£2,500	£5,000
-100%	£0	£0	£0	£0	£0

The Index

There are many indices established by different organisations, all of which are designed to convey to the world how different markets are performing. The returns under this Plan are dependent on the performance of the FTSE 100 Index.

- The FTSE 100 Index is made up of the top 100 UK listed companies by market capitalisation that operate across the whole marketplace, including banking, oil, pharmaceuticals, mining and retail. It currently includes companies such as BP, Tesco and Vodafone.
- The FTSE 100 Index is based on market capitalisation and is a capital value only index, i.e., it does not make any allowance for the reinvestment of dividends.

It is important to remember that the value of stockmarket investments, such as shares and indices, can, and do, fall as well as rise. This can be clearly seen in the graph overleaf. To help put these fluctuations in context, we have highlighted some global events that have affected the Index.

The graph shows the movements in the Index since January 1984, the earliest date where data for the Index is available. You must remember that past performance should not be used as an indicator of future results. The results shown might have been achieved during investment conditions that are highly unlikely to be repeated.

At the date of this Brochure, the level of the FTSE 100 Index was around 7100. If the Index maintained this level at the Start Date, the Final Level of the Index would need to be lower than 4615 to trigger a capital loss at maturity.

At the Start Date, the level of the Index will have changed and could be higher or lower and, consequently, the level at which capital loss would be triggered will also change. We will inform you of the Opening Level of the Index and the level to which the Index will have to fall to cause a loss when we confirm the purchase of the Securities, shortly after the Start Date.

Index Disclaimer: The Plan is not in any way sponsored, endorsed, sold or promoted by the relevant Index provider(s). Please see the Terms and Conditions of the Plan for full details.

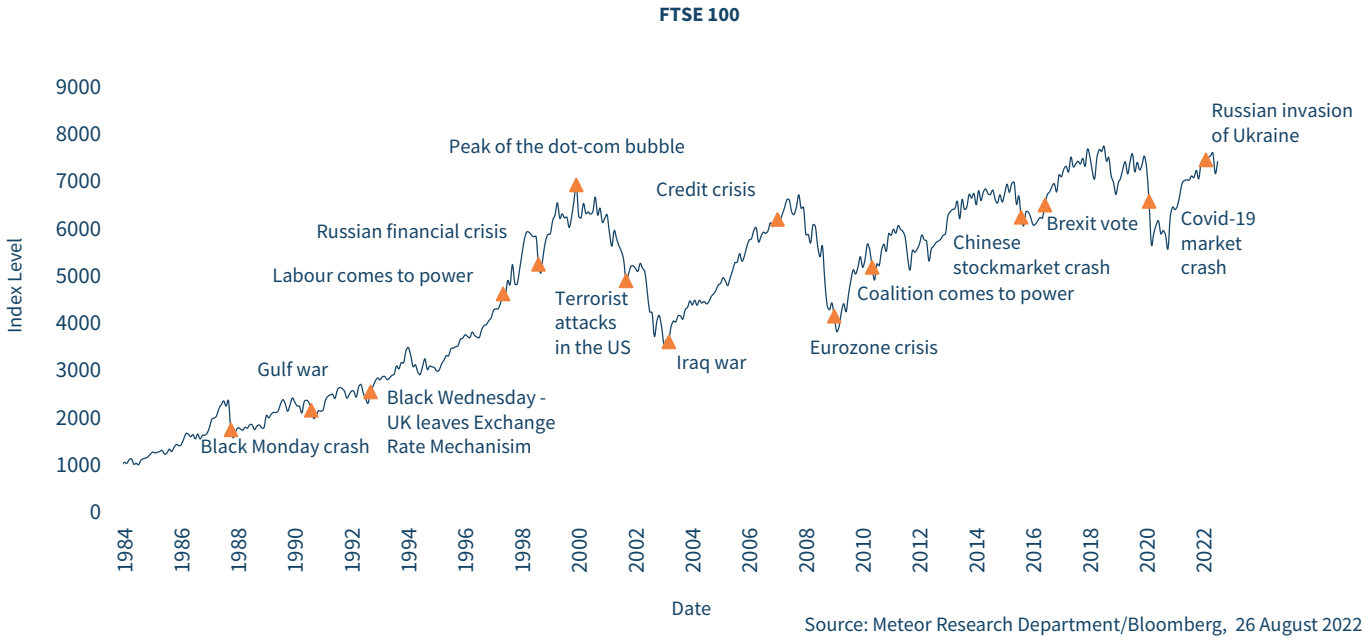
Business Disruption, Market Disruption and Adjustment Events

A number of events relating to the Index, such as market disruption events, disruption modification or cancellation of any relevant Index, or change in laws or regulations, give the Calculation Agent, at its commercially reasonable discretion, the right to determine whether any adjustment to the Terms and Conditions of the Plan is required. Any such adjustment may affect the amount of income payments payable from the Plan. These adjustments may include, but are not limited to:

- adjustments to the Opening Level and/or Final Level;
- postponing the dates on which the Opening Level and Final Level are observed;
- substitution of the relevant Index; and
- early termination of the Plan.

As soon as practical, we will advise you of any adjustment to be made to the Terms and Conditions of the Plan.

The Index - continued



Source: Meteor Research Department/Bloomberg, 26 August 2022

Past performance is not a reliable indicator of future performance and should not be used to assess the future returns or risks associated with this Plan.

Selection of a counterparty

When selecting a counterparty one of the factors you may wish to take into account is its issuer credit ratings. These are the opinions of a range of credit rating agencies regarding the security of a counterparty.

A high rating from one or more of the credit rating agencies is not a guarantee that a counterparty will meet its obligation to pay the amount due from the securities.

Fitch, Moody's and Standard & Poor's are independent ratings agencies that research and grade the ability of financial and other institutions to make the payments due from the securities issued and/or guaranteed by them.

Each rating agency describes and names its ratings in a different way. 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 credit rating view over the intermediate term.

The term considered varies between credit rating agencies; Fitch looks at a 12 to 24 month period, Standard & Poor's a 6 to 24 month period, while Moody's says its outlooks are 'over the medium 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 credit watch action.

- 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.
- Under review means a rating may be raised or lowered in the short term.

Please refer to your financial adviser if you have any queries regarding credit ratings.

About Barclays Bank plc

Barclays Bank PLC, known as Barclays International, is the international and investment banking unit of Barclays PLC. The company is comprised primarily of the Banking, Corporate Banking and Markets businesses, aiding money managers, financial institutions, governments, supranational organizations and corporate clients to manage their funding, financing, strategic and risk management needs. Barclays International's diversified business portfolio provides balance, resilience and exciting growth opportunities. The division has strong global market positions and continues to invest in people and technology in order to deliver sustainable improved returns. Barclays International offers customers and clients a range of products and services spanning consumer and wholesale banking.

Source: Bloomberg, 6 July 2022

Relevant credit ratings and outlooks for Barclays Bank plc

Agency	Rating	Date rating effective	Outlook	Date outlook effective
Fitch	A+	12/10/2020	Stable	21/07/2021
Moody's	A1	29/01/2020	Stable	29/01/2020
Standard & Poor's	A	17/10/2017	Positive	24/06/2021

Source: Bloomberg, 25 August 2022

The credit rating of Barclays Bank plc is subject to change during both the offer period and the investment term. Any information on credit ratings of the Counterparty provided in this Brochure is correct at the time of publication. The credit ratings assigned to the Counterparty can change at any time without notice.

About MB Structured Investments

MB Structured Investments has been developed by a team of highly experienced structured investment product specialists. We aim to deliver a cogent, timely and consistent range of investment strategies suitable for a multitude of market conditions, client investment requirements and aspirations. In addition we offer a range of bespoke/tailored solutions for the IFA /Wealth management sector.

Our team of highly experienced investment professionals has over 50 years combined financial services experience partnering with our award winning Principal and Plan Manager, we strive to provide best of breed investment strategies, with first class service and aftercare.

MB Structured Investments (UK) Ltd, with Financial Services Register Number 928746, is an Appointed Representative of Meteor Asset Management Limited.

For more information, visit our website www.mbstructuredinvestments.com

About Meteor

As one of the largest structured product providers in the UK, we have consistently provided investors with compelling opportunities to achieve their financial goals over the last decade. As well as offering a standard range of structured products to the wider public, we also offer a bespoke arrangement service to satisfy individual client needs.

The professional relationships cultivated by our team are vital to the Company's success and have positioned us at the forefront of both institutional and individual investors' minds for the research, sourcing and construction of effective investment strategies. Our solutions embrace all major currencies and asset classes, including equities, commodities, real estate and alternative asset classes.

To us, treating customers fairly is more than just an FCA Principle; it is part of the sound foundation on which the business is built. We don't just believe in building a business relationship, we believe in building your trust.

Our aim is to produce literature that is clear and enables customers to easily understand how our plans work. We are committed to maintaining this transparency throughout the term of all of our plans.

Meteor Asset Management Limited (MAM) will act as Plan Manager, and will outsource the administration and safekeeping of client assets to Meteor Investment Management Limited (MIM). MIM was established for the specific purposes of administering Meteor's own plans and those we administer on behalf of third parties and for the keeping of all client assets.

Both companies are authorised and regulated by the Financial Conduct Authority. Meteor Asset Management Limited: Financial Services Register Number - 459325. Meteor Investment Management: Financial Services Register Number - 496880.

We do not offer financial advice or guidance on tax issues. However, we believe that it is important to seek such advice before you invest, to ensure that you choose an investment or deposit that is suitable for you.

For more information, visit our website www.meteoram.com

Anti-money laundering regulations

Your financial adviser has to verify your identity for the purpose of anti-money laundering regulations and will probably have asked you for documentary evidence in order to fulfil this requirement. We are able to accept the verification provided by your financial adviser but we reserve the right to request additional information and/or documentation to satisfy our own anti-money laundering procedures.

We will also carry out an electronic data check to verify your identity. The check will be carried out using a reliable and reputable electronic database agency. This is not a credit check and will leave a different 'footprint' on your electronic record to that left by a credit check.

It is also important for us to know how you have accumulated the money you want to invest, to comply with these regulations. If appropriate, we will ask you to indicate the source of funds on the application form.

Taxation

The information contained in this Brochure is based on our understanding of rates of tax, current legislation, regulations and practice. Please note that these are likely to change in the future and that changes could be backdated.

This is a general guide only. The information relates solely to United Kingdom taxation and is expected to apply to you if you are a UK tax resident investor who is the beneficial owner of your investment in this Plan. The statements are not exhaustive and do not constitute tax advice.

It is important that you consult your tax adviser concerning possible taxation and other consequences of making an investment in the Plan.

Any gains made from the investment by SIPPs, SSASs and other pension arrangement will usually be free of tax.

If you invest within an ISA, the returns will be tax free.

The values of any tax reliefs will depend on your individual circumstances and they could change at any time and could also be backdated.

When you invest in this income based product individually, jointly or via a trust, the gross income payments will be subject to Income Tax. You will be responsible for ensuring that you declare the receipt of any such income to your tax office and for the payment of any Income Tax that is due. The rate of tax payable will depend on your own circumstances and tax rates and practice at that time.

Based on current rates, basic tax payers would pay 20% income tax, higher rate payers 40% and additional rate taxpayers 45%.

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

Further information about tax in the UK is available from the HMRC website at www.hmrc.gov.uk.

Keeping you informed

In an increasingly electronic age we know that most investors are happy to receive online communications. Equally, we understand that some people still prefer paper format, and we are happy to communicate with our investors in whichever format best suits their requirements.

Where you open an account online you will receive an initial acknowledgement and an initial transaction statement from us by post. Thereafter, for the rest of the Plan term we will send all regular communications to you by email. To enable us to do this, we will need an up to date personal email address. If you would like us to use someone else's email address to communicate with you, for example a spouse or other family member, we will need you to sign to that effect on the Application Form. This is so that we are sure that you can receive the information we will send you - and for this reason it's important that you let us know if you change email address.

We will provide you with a username and password when your account is set up and you can change the password after you first log in. If you complete a paper application you will still have the option of receiving future communications online, by ticking the appropriate box on the Application Form.

Alternatively, if you want us to send regular communications in the post we will do so and there will be an initial charge of 0.25% for this service.

After you've invested you will receive:

- An acknowledgement of your application, a summary of your investment and a notice of cancellation, within 5 Business Days;
- Details of your investment, shortly after the Start Date;
- Half yearly statements, as at 5 April and 5 October;
- Any other important information about your Plan;
- Notification of impending maturity.

If you have selected online communications, you will be able to access details of your investment at any time, by logging onto the client section of our website at **www.mbstructuredinvestments.com** using your individual username and password. This online access also allows you to:

- Read your regular valuation statements;
- Review all transactions;
- Check current values and historic valuations;
- Receive product alert notifications;
- Look up product literature;
- See details of previous plans.

If you want to change the way we communicate with you, we will need a letter signed by all account holders. Please note that there could be a charge of up to 0.25% of your original investment if you change to paper-based communications.

For more information visit our website at **www.mbstructuredinvestments.com.**

Use of Personal Information

We will collect and process information about you that you will give us by filling in forms, or by corresponding with us by phone, email or otherwise.

We hold and use this information because it is necessary to do so in order to establish, maintain and administer your investment with us, and pay you any benefits as they are due.

You have a number of rights under the data protection laws, full details of which can be found in the Terms and Conditions or on our website **www.mbstructuredinvestments.com**.

Administration charges

The following table sets out administration charges over the full term of the Plan. Where a percentage is indicated, this will be a percentage of the money you invest in the Plan.

There are no ongoing management charges.

Menu of charges

Initial	Charge	VAT	Charge details
Paper applications that request ongoing paper-based correspondence	0.25%	n	On purchase of the Plan, or later request
Sale or transfer prior to maturity			
Early Encashment of Plan	£150	y	On encashment
This charge is applicable whether the proceeds are paid to you, held in your Account pending further instruction or, for ISAs, transferred to another ISA manager.			
Other potential Services and Charges			
CHAPS payment (including after maturity)	£35	y	On payment
Unpaid cheque	£40	y	On debit from our account
Copy of taped call	£40	y	On request only
Stamp duty reserve tax or other financial transaction tax	As chargeable		
Re-registration to new owner	£40	y	On re-registration in our records

Compensation Arrangements

If the Counterparty fails to meet its obligations to pay to us the amount due from the Securities and you lose the money you invest in the Plan, or any income payments to which you would otherwise have become entitled, you will not, for this reason alone, be entitled to compensation from the FSCS.

Meteor Asset Management Limited and Meteor Investment Management Limited are covered by the FSCS. Therefore, you may be entitled to compensation from the FSCS in the event that we are declared to be 'in default' and you have suffered a loss as a result of Meteor's actions or negligence. In this event, the compensation limit is currently £85,000 per person. If the level of your claim against us is greater than £85,000 you would not be covered for the excess.

We currently use a range of banks to hold Client Money. You may be eligible to make a claim if any of the banks we use, or may use in the future, becomes insolvent whilst holding your money, prior to the purchase of the Securities or pending payment to you of the amounts received at the maturity or earlier redemption of the Securities.

In this event, the compensation limit is currently £85,000 per person and this applies to all deposits you hold with the insolvent bank and any other member of its group. You would not be covered for any excess amount over the compensation limit.

Many banking groups use several brands, which means the total investments you hold within a group will count towards one compensation limit. You can look up details of banking and savings groups on the FCA website: **https://www.bankofengland.co.uk/prudential-regulation/authorisations/financial-services-compensation-scheme**

If you have any queries you may wish to contact the FSCS at:
Financial Services Compensation Scheme
P.O. Box 300
Mitcheldean GL17 1DY
Telephone: 0800 678 1100

Note: The FSCS website suggests that its contact form is the quickest way to get in touch with them. The contact form can be located on the FSCS website at https://www.fscs.org.uk/contact-us/

Risks

Cancellation risks

- If you change your mind about investing after the Securities have been purchased, you will only get back the value of the Securities when they are sold, which will be less than your original investment.
- If we pay an adviser charge to your financial adviser on your behalf and you subsequently change your mind about investing, you will be responsible for obtaining any refund which may be due to you from your adviser.

Concentration risk

- The Plan should only be considered as part of your overall investment portfolio. You should only put a portion of the money you have available for investment into any one product or plan, to avoid over exposure to a counterparty or plan type.

Inflation risk

- Any inflation will reduce the real value of your investment over time.

Investment risks

- Should the Index increase by more than the returns provided by the Plan, you would not receive the benefit of any additional income payments above that provided by the Plan.
- If the Plan is oversubscribed, the purchase might not be completed for you. As we near capacity we will flag this on our website at **www.mbstructuredinvestments.com**.
- The value of the Securities that back your Plan may vary significantly throughout the life of the investment. Whether you decide to sell a Security at its prevailing value during its life, or whether you wait until maturity, you could receive back significantly less than you invested.
- The value of the Securities that back your Plan will be initially impacted by any charges or costs that were built into it. Subsequently, factors such as, but not limited to, movements in interest rates, the performance of the Index, and the creditworthiness of the Counterparty will all affect the price of a security.
- The Opening Level of the Index applies on the Start Date of the Plan and not the date on which you apply for the Securities. The level may vary significantly between these dates.
- When the Plan matures you might not be able to reinvest the proceeds to achieve the same, or similar, level of income.

ISA transfer risks

- If you wish to transfer an existing ISA this must be done in cash, which means your existing ISA manager will sell your investment. Your existing ISA manager may also charge you an exit or transfer fee.
- You could lose some interest if you transfer a cash ISA and decide not to wait for the expiry of any notice period.
- If you transfer a stocks and shares ISA there is the potential for loss of investment growth if markets should rise while your transfer remains pending.
- We have a deadline for receipt of ISA transfer applications, to allow time for us to receive the proceeds from your existing ISA Manager. However, if they do not send us the funds you have requested before the Start Date we will not be able to purchase the Securities on your behalf.
- If you have elected to pay an adviser charge and have asked us to pay that fee to your adviser on your behalf, this could reduce the amount invested with the tax advantages of an ISA.

Risks - continued

Liquidity risks

- You should have other savings that you can access immediately to meet any emergency cash needs.
- The terms of the investment 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 Plan, for example, a suspension or delay in receiving prices.
- The Calculation Agent intends to make a market in the Securities on a regular basis under normal market conditions, but the Issuer does not commit, and is under no obligation, to make any market in the Securities.

Market risk

- External factors could affect national economies, regions or an asset class and cause a fall in value of the Securities held in your account or in extreme cases, the collapse of the Counterparty. Please see page 6 for further information on factors that could influence the returns payable under the Plan.
- In the event that a Business Disruption, Market Disruption or Adjustment Event occurs (see page 9), the Securities may be subject to such changes as are agreed between the Counterparty and Meteor or terminated by the Counterparty, and in either such case the income payments applicable to such Security may be varied by the Counterparty, in its commercially reasonable discretion.

Pricing risk

- The Calculation Agent may not be able to quote regular prices making it difficult to value your investment and delaying any early encashment request you may make.

Product risk

- The design of the Plan could produce a return that is lower than a direct investment in the Index or may produce no income at all.

Tax risks

- Before investing in this Plan you should conduct independent investigation and analysis regarding the tax treatment of the investment to evaluate the merits and risks of the Plan.
- Tax risks include, without limitation, a change in any applicable law, treaty, rule or regulation or the interpretation thereof by any relevant authority which may adversely affect payments in respect of the investment.
- The values of any tax reliefs will depend on your individual circumstances and could change at any time and those changes could be backdated.
- You should note that the levels and bases of taxation would change in the future and these changes may be backdated.
- You should carefully review and consider the investment in light of your personal circumstances and also consider whether you should consult your own tax adviser.
- Re-registration of this investment to a new holder may alter the tax implications indicated on page 13.

Frequently asked questions

What is my commitment?

- To understand the potential benefits and risks associated with this Plan.

Should I see a financial adviser?

- We believe that it is important that you make sure that the Plan is right for you. We do not provide financial advice and recommend that you take advice from a financial adviser before deciding whether to invest in this particular Plan. You should also speak to a specialist tax adviser if you require advice on tax.

How can I access information on my online Account?

- You can access details of your investment, including transaction details and valuation, by logging on to the client section of our website at **www.mbstructuredinvestments.com** using your individual username and password, which we will provide once your Account is set up.

Can I change my mind about investing?

- Yes, you can. When we acknowledge your application we will send you a 'Notice of Your Right to Change your Mind'. You have 14 days from the day you receive this to send it back to us. However, if we receive your request to cancel your investment after the Securities have been purchased, you will get back less than you invested. If we pay an adviser charge to your financial adviser on your behalf and you subsequently change your mind about investing, you will be responsible for obtaining any refund which may be due to you from your adviser.

What happens if a plan is oversubscribed or does not proceed?

- If your money cannot be invested into the Plan for either of these reasons, we will notify you of this and ask for your instructions.

Can I encash/transfer a plan before maturity?

- In normal market conditions you can, although when your Securities are sold the price is likely to be less than the price you initially paid. You will also be charged an administration fee for early encashment. The charge is applicable whether the proceeds are paid to you, held in your Account pending future investment or, for ISAs, transferred to another ISA manager.

What should I do if I have a complaint?

- In the event you wish to complain at any time about this Plan, or the service you have received, you may do so by contacting the Compliance Officer, Meteor Asset Management Limited, 24/25 The Shard, 32 London Bridge Street, London, SE1 9SG.
- We will keep you informed during the investigation process and will notify you of our conclusions and explain how these have been reached.
- If you are not satisfied with the way we have dealt with your complaint you can complain, free of charge, to the Financial Ombudsman Service at:
  Exchange Tower, London, E14 9SR
  Telephone: 0800 023 4567
  Website: **www.financial-ombudsman.org.uk**
  Making a complaint does not prejudice your right to take legal action.
- Full details of our complaint procedure are available upon request.
- We would draw your attention to the fact that the value of investments can shift unpredictably, and can fall as well as rise and that such a fall is not, in itself, usually a valid reason for complaint.

How are adviser charges managed?

If you ask us, we will pay any adviser charge due to your adviser.

This will be paid by deducting the amount you have agreed with your adviser from the amount you have sent us for investment. You should note that this will reduce your investment amount.

We will confirm to you the amount of the charge you have asked us to deal with. You may amend or cancel this instruction in writing.

Frequently asked questions - continued

What happens to my money:

Before the Plan Manager purchases the Securities for my Plan?

- Cleared funds received during the offer period will be held until the purchase date in the client account of Meteor Investment Management Limited and your money never forms part of our assets. No interest will be accrued to the Start Date of the Plan.
- Any adviser charge you have asked us to pay to your adviser, will be deducted from the money you have paid to us once it has cleared and paid to your adviser.

After the Plan Manager has purchased the Securities?

- The money that you invest will be used to buy the Securities that are designed to provide the capital and income payments explained in this Brochure.
- The terms of the Securities are fixed at outset so there is no ongoing investment management.
- The Securities will be held in the name of 'Meteor Nominees Limited' and will be held by our Custodian, which is currently BNP Paribas Securities Services. You will remain the beneficial owner of the Securities purchased on your behalf.

When the Securities have matured?

- Once we receive your maturity proceeds from the Counterparty we will credit the funds into your Account. This will be held as Client Money and no interest will be paid on this amount.
- The maturity value will be available within 15 Business Days of a Measurement Date in the event of an early maturity, or on the Maturity Date, if the Plan runs for the full term.
- However, we will not make any payment until we have received your written instruction and will therefore continue to hold your money until you advise us whether you wish to take the cash value or reinvest.

What happens to my ISA transfer if a plan is oversubscribed or does not proceed?

- For ISA transfers, we will endeavour to return the cash to your previous ISA Manager. Alternatively, we will await your written instruction to either invest in a different Meteor plan or transfer to another ISA Manager, if possible.

What happens when the Plan matures?

- About three weeks before maturity we will write to you via your adviser to provide full details of the position so that your adviser can discuss this with you.
- We will also alert you to an impending maturity.
- If you do not have an adviser we will provide the information directly to you.

What happens to the Plan if I die?

- We will require a death certificate and any supporting documentation so that we can administer your investments, in accordance with instruction by your personal representatives. We will provide a valuation as at the date of death and will outline the options available, which will include re-registering the Plan to a new owner so that it can be held until maturity.
- Where a plan is held jointly by two or more holders, the investment will be the joint property of all the holders and, following proof of death of the relevant holder, all instructions must be authorised by all the remaining joint holders.
- If your Plan is an ISA and you die leaving a surviving spouse or civil partner, they may be able to make a subscription to an ISA based on the value of your ISA at the date of your death. Such a subscription would not count towards the ISA subscription limit in the year that it is paid. The facility is subject to certain eligibility criteria and any subscription must be made within certain time limits. In the event of this circumstance, we will write to your personal representatives with full details of the eligibility criteria, how much can be subscribed, how the subscription can be made and any time limits that apply.

Investing

- Before you decide to invest it is important that you understand the nature of the investment.
- Before investing please ensure you have read the Base Prospectus which can be found in the Document Centre on our website at **www.meteoram.com.**
- The minimum you can invest is £5,000.
- You can apply online or by completing and submitting a paper based Application Form.
- Please complete the Application Form fully, as we need all relevant information to proceed with your investment. We will retain the information you provide to set up and administer your investment and will do so in accordance with the strict requirements of data protection legislation.
- If you are a SSAS, trust, charity or other legal entity, please add your Legal Entity Identifier.
- Please take care to complete the Adviser Charging section of your application form, as this will be the basis of any payment we make to your adviser on your behalf.
- ISA transfer applications must be received by us by the 'ISA transfer application' date to allow us sufficient time to instruct the current ISA Manager and for them to complete the transfer of funds to us.

Payment

- Please send funds via electronic bank transfer. If your bank is operating Confirmation of Payee, it should confirm that you are paying **'Meteor Investment Management Limited'.**
  The details you require are:
  Meteor Investment Management Limited Client Account
  HSBC Bank plc - Queen Victoria Street Branch
  Sort Code: 40-05-30
  Account Number: 13692752
  IBAN: GB21MIDL40053013692752
- Alternatively, cheques can be made payable to **'Meteor Investment Management Limited Client Account'**. We highly recommend against this option as cheques increase the risk of delays and failures in your application.
- Application forms accompanied with a cheque must be received by the 'Application with cheques' date, to allow sufficient time for the cheque to clear.
- Your completed Application Form and cheque should be sent to your financial adviser or directly to us at Meteor Asset Management Limited, 24/25 The Shard, 32 London Bridge Street, London, SE1 9SG.

We do not offer financial advice or guidance on tax issues. However, we believe that it is important to seek such advice before you invest, to ensure that you choose an investment that is right for you.

This Plan may be held:

By individuals

As an individual, jointly, or on behalf of a child under the age of 18.

By pension arrangements

The trustees, subject to the terms of your scheme, can hold plans as a permitted investment within any type of pension arrangement, including a SIPP and a SSAS.

By trustees/companies/partnerships

Subject to relevant articles of association permitting such an investment.

As Individual Savings Accounts (ISAs) and ISA transfers

Individual Savings Accounts (ISAs) were launched in the UK in 1999 to encourage people to save. They allow you to save and invest without paying any tax on returns you make from your investment in the Plan. Because of the tax advantages there is a limit on the amount that you can subscribe to ISAs in any one tax year. The subscription limit for the 2022/23 tax year is £20,000.

There are four types of ISA - a cash ISA, a stocks and shares ISA, an Innovative Finance ISA and a Lifetime ISA. In a tax year you may invest in any type of ISA, or a combination, as long as the overall subscription limit for the year is not exceeded. However, you may not subscribe to more than one of each type of ISA in the same tax year.

You are also able to invest in an ISA by transferring the value of an existing ISA or ISAs to a new ISA manager. The ISA which receives the transfer does not have to be the same type of ISA as the transferring ISA. The minimum value for ISA transfers to this Plan is £5,000, with no maximum limit.

It is possible for the spouse or civil partner of a person who has died whilst holding an investment in an ISA or ISAs to make additional ISA subscriptions over the annual subscription limit. Please refer to "What happens to the Plan if I die?" on page 19 for further details.

The Plan is available to residents of the United Kingdom only.
If you become a resident of the United States, please inform us.

Glossary

Annual Measurement Dates - 12 October 2023, 14 October 2024, 13 October 2025, 12 October 2026 and 12 October 2027.

Application Form – the form that you must complete, for a Direct Investment, stocks and shares ISA or an investment by a pension fund, company or charity to be opened.

Base Prospectus – Notes issued under Barclays Bank PLC Global Structured Securities Programme Base Prospectus 2 dated 23 August 2022, as supplemented from time to time.

Brochure – this document.

Business Day – any day other than a Saturday, Sunday, bank holiday or other UK public holiday.

Calculation Agent of the Securities – Barclays Bank plc.

Client Account – all client bank accounts are designated as such in the account name with the words 'client account', in order to distinguish those accounts from any of Meteor Investment Management's own bank accounts held with the same credit institution.

Client Money – means money that we hold for you in the course of carrying on designated investment business.

Closing Level – the official closing level of the Index.

Counterparty – Barclays Bank plc.

Direct Investment – an investment in the Plan not qualifying as a stocks and shares ISA.

Final Level – the Closing Level of the Index on 12 October 2028.

Final Measurement Date – 12 October 2028.

Financial Conduct Authority – the FCA.

Financial Services Compensation Scheme – the FSCS.

Financial Services Register – a public record of all the firms and individuals regulated by the FCA.

HMRC – Her Majesty's Revenue and Customs.

Issuer – Barclays Bank plc.

Key Information Document (KID) – prepared by the Issuer of the Securities.

Maturity Date – 2 November 2028

Meteor Capital Group Limited – the parent company of Meteor Asset Management Limited and Meteor Investment Management Limited.

Nominees – Meteor Nominees Limited, a totally owned nontrading subsidiary of Meteor Investment Management Limited.

Opening Level – the Closing Level of the Index on the Start Date of the Plan.

Plan – the stocks and shares ISA or Direct Investment, as described in the Brochure and made up of Securities (investments) and cash that the Plan Manager handles on your behalf.

Plan Administrator – Meteor Investment Management Limited. Meteor Investment Management Limited is authorised and regulated by the FCA and must follow the FCA rules as amended from time to time ('the Rules'). If there are any differences between the Rules and the Terms and Conditions, the Rules will apply.

Plan Manager – Meteor Asset Management Limited. Meteor Asset Management Limited is authorised and regulated by the FCA and must follow its rules as amended from time to time ("the Rules"). If there are any differences between the Rules and the Terms and Conditions, the Rules will apply.

Plan Objective – the objective of securing the return described in this Brochure.

Quarterly Measurement Dates - The performance of the Index will be measured quarterly on the 12th of October, January, April and July each year. If the Quarterly Measurement Date falls on a non-Business Day, the performance of the Index will be measured on the next Business Day. The first Quarterly Measurement Date will be on 12 January 2023, three months after the Start Date.

Rules – the rules of the FCA as amended from time to time.

Securities – the underlying qualifying investments of the Plan, arranged to provide the investment and capital returns set out in this Brochure.

SIPP – Self-Invested Personal Pension.

SSAS – Small Self-Administered Scheme.

Start Date – 12 October 2022.

Subscription – the total amount(s) you pay to the Plan Manager, including any amount you have asked the Plan Manager to pay to meet any adviser charges outlined in Condition 8b.

Summary Risk Indicator – a measure of the risk in the Plan.

we, us, our – Meteor Asset Management Limited or any other company within the Meteor group to which Meteor Asset Management Limited's rights and obligations under these terms are transferred from time to time.

you, your – the Plan holder(s) named on the Application Form.

MB
Structured Investments

Approved and issued by Meteor Asset Management Limited.
Meteor Asset Management is authorised and regulated by the Financial Conduct Authority,
Financial Services Register Number 459325.
Financial Conduct Authority: 12 Endeavour Square London E20 1JN.

M02330_2 September 2022

meteor
Innovative Solutions. Immaculate Service.

Meteor Asset Management Limited
24/25 The Shard
32 London Bridge Street
London SE1 9SG

Tel +44 (0)20 7904 1010
Fax +44 (0)20 7283 1355
Email info@meteoram.com
Web www.meteoram.com