

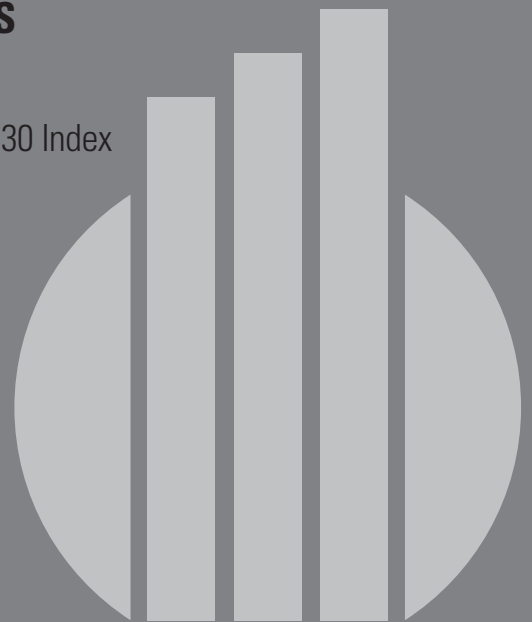


# BCP EUROPEAN EQUITY INDEX BOND 11

**A CAPITAL SECURE BOND THAT PROVIDES ACCESS TO A LEADING EUROPEAN EQUITY INDEX**

- Tracks the performance of the Finvex Sector Efficient Europe 30 Index
- Index has a track record of outperformance against industry benchmarks and with lower volatility
- 140% or 80% Participation in the Performance of the Index
- Capital Security of 90% and 95% provided at maturity
- Investment Term 5 years
- **Closing Date 14th December 2016**

**CAPITAL SECURITY PROVIDED BY BANK OF IRELAND**



**BCP** SERVING INVESTORS FOR NEARLY 50 YEARS

[www.bcp.ie](http://www.bcp.ie) [invest@bcp.ie](mailto:invest@bcp.ie)



# BCP EUROPEAN EQUITY INDEX BOND 11

The **BCP European Equity Index Bond 11** offers investors access to the performance of a strong performing European equity index with the additional benefit of 90% or 95% capital security at maturity provided by Bank of Ireland. The Bond will pay investors a return linked to the performance of the Finvex Sector Efficient Europe 30 Index over the 5 year investment term.

## ABOUT THE INDEX

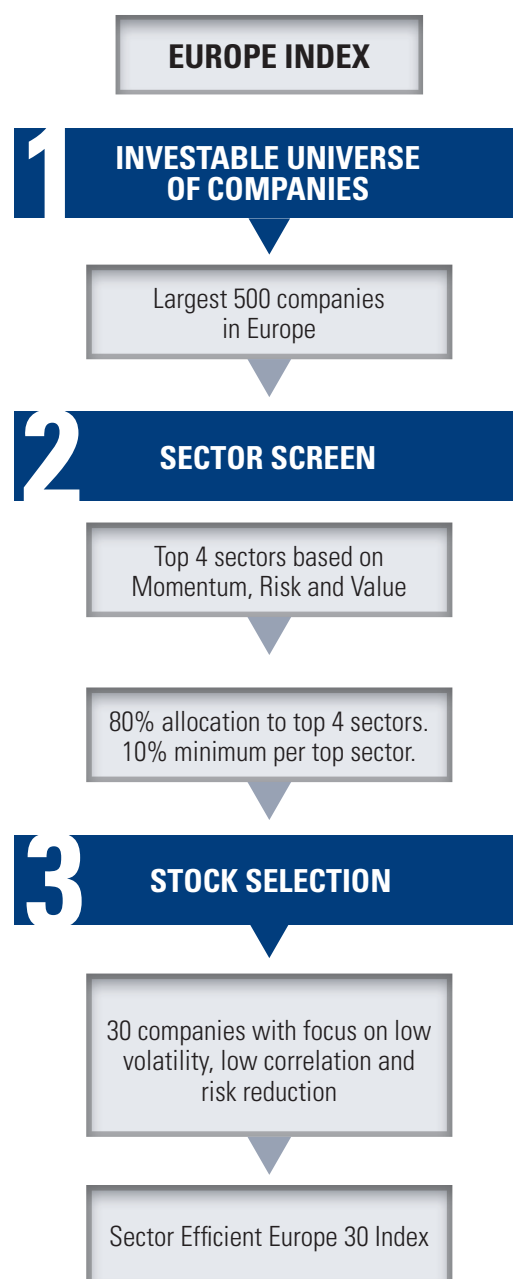
The underlying index has been developed by leading equity index providers, the Finvex Group. Finvex makes use of advanced risk forecasting techniques based on academic research and proprietary technology to create innovative and sophisticated investment solutions for investors seeking more efficient and dynamic equity index strategies. Finvex were established in 2009 and their methodology is focused on reduction of investment risk and enhanced stability of returns.

## EFFICIENT SECTOR SELECTION

The Finvex Sector Efficient Europe 30 Index is designed to reflect the performance of 30 European stocks that have been selected primarily from the top 4 industry sectors in Europe that offer the best performance potential based on Finvex multi-factor analysis. The stocks themselves are selected based on a low volatility investment approach to reduce the risk of the index.

- The selection of the top 4 sectors is done on a quarterly basis and aims to select the sectors with the most attractive scores in terms of "Momentum", "Value" and "Risk"
- The stocks are principally selected from these top sectors (at least 24 stocks) on the basis of risk analysis with the main focus on low downside volatility, reduced tail risk, improved diversification features and high liquidity
- The index is reviewed and rebalanced on a quarterly basis to keep attractive sectors and stocks with the lowest possible risk.

## INDEX CONSTRUCTION METHODOLOGY:



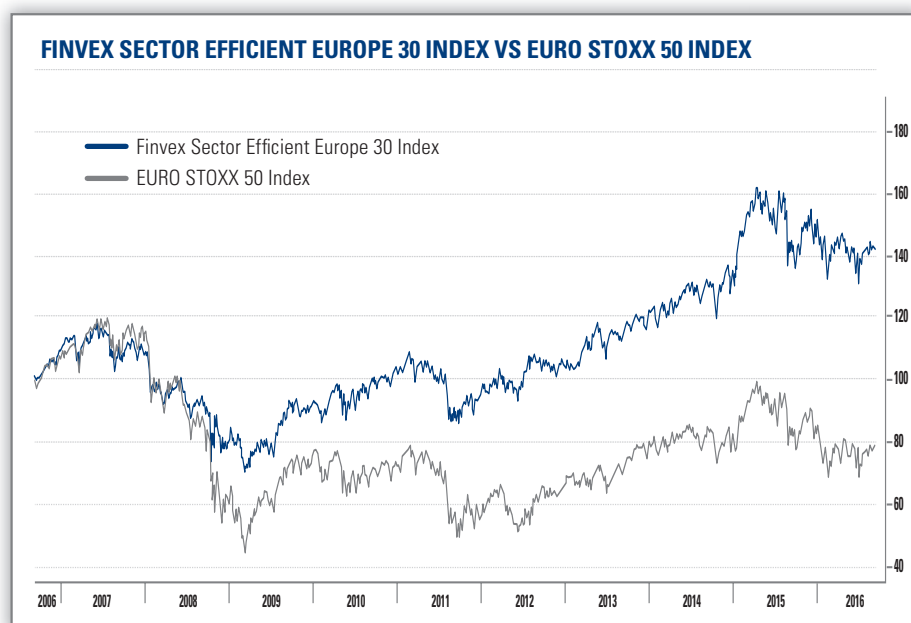
Each company is given an equal weighting and the index is rebalanced on a quarterly basis.

# BCP EUROPEAN EQUITY INDEX BOND 11

INVESTORS HAVE TWO BOND VERSIONS TO CHOOSE FROM WITHIN THIS STRUCTURE. THESE HAVE BEEN DESIGNED TO CATER FOR VARYING RISK AND RETURN REQUIREMENTS OF INDIVIDUAL INVESTORS:

## INDEX PERFORMANCE – LIVE PLUS SIMULATED

The chart below illustrates the live and simulated performance of the Finvex Sector Efficient Europe 30 Index against the Euro Stoxx 50 over the last 10 years. As you can see the focus on sector efficiency and risk reduction has led to consistent and strong levels of outperformance over this time period, with significantly reduced volatility.



PERFORMANCE	Finvex Europe	Eurostoxx	Relative
1yr	-0.2%	-7.5%	7.3%
3yr	26.7%	11.1%	15.6%
5yr	56.5%	31.3%	25.2%
10yr	42.7%	-20.6%	63.3%
VOLATILITY			
1yr	17.5%	25.3%	-7.8%
3yr	13.3%	20.0%	-6.7%
5yr	13.0%	21.3%	-8.3%
10yr	13.9%	22.3%	-8.4%

Source: Bloomberg. Performance is shown from August 31st 2006 to August 31st 2016. Finvex Sector Efficient Europe 30 Index is live since April 1st 2015. Data prior to this date is simulated based on the actual current index rules.

## BCP EUROPEAN EQUITY INDEX BOND 11 GROWTH PLUS VERSION

The BCP European Equity Index Bond 11 will track the performance of the Finvex Sector Efficient Europe 30 Index. The **'Growth Plus Version'** will pay investors 140% of the performance of the Finvex Sector Efficient Europe 30 Index over the 5 year investment term. This performance is added to the minimum amount (90% of your investment) that is capital protected. 90% capital security at maturity is provided by Bank of Ireland. If the Index performance is less than 7.1% over the term, you will receive back between 90% and 100% of your investment.

## BCP EUROPEAN EQUITY INDEX BOND 11 GROWTH VERSION

The **'Growth Version'** will pay investors 80% of the performance of the Finvex Sector Efficient Europe 30 Index over the 5 year investment term. This performance is added to the minimum amount (95% of your investment) that is capital protected. 95% capital security at maturity is provided by Bank of Ireland. If the Index performance is less than 6.3% over the term, you will receive back between 95% and 100% of your investment.

**Warning: Past performance is not a reliable guide to future performance. Warning: These figures are estimates only. They are not a reliable guide to the future performance of this investment. Warning: The value of your investment may go down as well as up, you may get back less than you invest. Warning: If you invest in this product at maturity you could lose 5% (Growth Version) or 10% (Growth Plus Version) of the money you invest. Warning: If you invest in this product you will not have any access to your money for 5 years. Warning: The return on your investment in this product may be affected by changes in currency exchange rates.**



# BCP EUROPEAN EQUITY INDEX BOND 11

**REVIEW YOUR PORTFOLIO ONLINE**  
**crm.bcp.ie**



## HOW RETURNS ARE CALCULATED:

### EUROPEAN EQUITY INDEX BOND 11 GROWTH PLUS VERSION

If the Performance of the Index is 40% over the term of the Bond, the return to investors will be 90% of the capital invested plus 56% ( $40\% \times 140\%$ ) giving a Gross Return of 46%. As the 46% return in this case is above the 40% Performance Fee hurdle rate, a 2% Performance Fee will be paid to BCP with a return of 44% paid to investors. This is equivalent to 8.8% per annum (CAR 7.6%) (26.0% after DIRT at 41% (CAR 4.7%)). If the Performance of the Index is less than 7.1% over the term of the Bond, between 90% and 100% of the capital invested will be returned.

### EUROPEAN EQUITY INDEX BOND 11 GROWTH VERSION

If the Performance of the Index is 40% over the term of the Bond, the return to investors will be 95% of the capital invested plus 32% ( $40\% \times 80\%$ ) giving a Gross Return of 27%. As the 27% return in this case is above the 18% Performance Fee hurdle rate, a 1% Performance Fee will be paid to BCP with a return of 26% paid to investors. This is equivalent to 5.2% per annum (CAR 4.7%) (15.3% after DIRT at 41% (CAR 2.9%)). Even if the Performance of the Index is negative over the term of the Bond, 95% of the capital invested will be returned.

**Warning: The figures above are provided only to show how the Bond works; they should not be taken as an indication of potential returns. The return to you will depend on the version of the Bond you invest in and the actual performance of the Index which cannot be predicted in advance.**

## PERFORMANCE FEES

If at the end of the 5 year term the Gross Return of a Bond version is between 18% and 39.99%, then a Performance Fee of 1% will be deducted from the Gross Return and paid to BCP in respect of that version. If at the end of the Term the Gross Return of the Bond is 40% or greater, then a Performance Fee of 2% will be paid to BCP in respect of that version. The Performance Fee is paid in addition to the initial fee paid to BCP and the intermediary, where applicable, as described in the Key Features on page 6.

**Warning: The value of your investment may go down as well as up, you may get back less than you invest. Warning: If you invest in this product, at maturity you could lose 5% (Growth Version) or 10% (Growth Plus Version) of the money you invest. Warning: If you invest in this product you will not have any access to your money for 5 years. Warning: The return on your investment in this product may be affected by changes in currency exchange rates.**

**BCP**

**Winner of 'Property Manager of the Year'**

Irish Pensions Awards 2014 & 2015

**Winner of 'Specialist Life Service Provider'**

Irish Brokers Association Insurance Service Awards 2013 & 2014

**MINIMUM INVESTMENT €20,000 | CLOSING DATE 14TH DECEMBER 2016**

# BCP EUROPEAN EQUITY INDEX BOND 11

## APPLICATION FORM (PLEASE COMPLETE IN BLOCK CAPITALS)

### CUSTOMER INFORMATION

- Investment advice was provided by.....Intermediary ☐ BCP ☐ Investment advice not provided ☐
- My/Our investment knowledge is ..... Limited ☐ ..... Good ☐ ..... Extensive ☐
- My/Our investment objective is capital growth.
- I/We do not require an income from this investment.
- I/We authorise my/our advisor to view details of my/our account online.
- I/We agree to receive valuations and other communications from BCP online via crm.bcp.ie.
- For Foreign Account Tax Compliance Act (FATCA) purposes: Are you a Citizen, or resident for tax purposes, of the United States of America.

**Applicant A:** Yes ☐ No ☐ **Applicant B:** Yes ☐ No ☐

If the answer to either of the above questions is Yes, you must provide us with a completed W9 Form in respect of each applicable Account Holder.

- For Common Reporting Standard (CRS) purposes: Are you a resident of any country or territory other than Ireland for tax purposes?

**Applicant A:** Yes ☐ No ☐ **Applicant B:** Yes ☐ No ☐

If Yes, please list below all countries/territories in which you are resident and provide the relevant Tax Identification Number(s) (TIN):

**Applicant A:** Country/Territory \_\_\_\_\_ Tax Identification Number \_\_\_\_\_

**Applicant B:** Country/Territory \_\_\_\_\_ Tax Identification Number \_\_\_\_\_

I/We hereby apply for the BCP European Equity Index Bond 11 with BCP Asset Management DAC in the name of;

- (a) Name (Mr/Ms) \_\_\_\_\_ Date of Birth \_\_\_\_\_ Occupation \_\_\_\_\_  
Country of Birth \_\_\_\_\_ Place of Birth (Town/City) \_\_\_\_\_
- (b) Name (Mr/Ms) \_\_\_\_\_ Date of Birth \_\_\_\_\_ Occupation \_\_\_\_\_  
Country of Birth \_\_\_\_\_ Place of Birth (Town/City) \_\_\_\_\_

Applicant (if different from above) \_\_\_\_\_

Address \_\_\_\_\_

Tel: Day \_\_\_\_\_ Mobile \_\_\_\_\_ PPSN (a) \_\_\_\_\_ (b) \_\_\_\_\_

Taxation classification\*: DIRT ☐ Other ☐

\* Tick one of the above as appropriate. Additional documentation will be required for corporate, pension, charity, qualifying investors aged 65 years or over and non resident applicants.

### INVESTMENT AMOUNT

BCP European Equity Index Bond 11 – Growth Plus Version € \_\_\_\_\_ (Minimum €10,000)

BCP European Equity Index Bond 11 – Growth Version € \_\_\_\_\_ (Minimum €10,000)

**TOTAL INVESTMENT** € \_\_\_\_\_ **(Minimum €20,000)**

### PLEASE MAKE CHEQUES PAYABLE TO 'BANK OF IRELAND GLOBAL MARKETS'

Payment by: Bank Draft ☐ Credit Union Draft ☐ Other \_\_\_\_\_

Bank/Building Society/Credit Union Name: \_\_\_\_\_

Account Name: \_\_\_\_\_ Sort Code: \_\_\_\_\_ Account Number: \_\_\_\_\_

### DECLARATION

I/We confirm that I/we have read and understand the Terms and Conditions as set out in the Brochure and the Key Features and agree to be bound by them.

I/We hereby request and authorise BCP to give effect to any written request, direction or instruction relating to the Bond on the signature(s) of me/us and

I/We declare that this authorisation, unless terminated by my/our death or by operation of law, shall remain in full force and effect until the end of the 5 year.

I/We acknowledge that no interest will be paid to me/us in relation to the period up to 21st December 2016 (see Term & Condition 7.10).

I/We authorise BCP to hold my/our personal data on file, to contact me/us in writing, by telephone or by email in respect of financial services matters.

I/We do not consent to my/our information being used by BCP to provide information on new investment opportunities. Tick box if applicable ☐

I/We confirm we have received the BCP Client Asset Key Information Document.

I/We understand that if Investment Advice is not provided that neither BCP nor my/our Intermediary has the information necessary to determine the suitability of this investment for me/us

### SIGNED (all Bond holders must sign)

Signature (a) \_\_\_\_\_ Date \_\_\_\_\_

Signature (b) \_\_\_\_\_ Date \_\_\_\_\_

Email address for crm.bcp.ie to view your account online: \_\_\_\_\_ (Required)

Confirmation of identity must be provided in accordance with Section 2 of the Terms and Conditions.

DIRT is Deposit Interest Retention Tax. ARF is Approved Retirement Fund. AMRF is Approved Minimum Retirement Fund. CAR is Compound Annual Return. PRSI is Pay Related Social Insurance.

AGENT STAMP
Advisor's Name

**Warning: The value of your investment may go down as well as up, you may get back less than you invest. Warning: If you invest in this product, at maturity you could lose 5% (Growth Version) or 10% (Growth Plus Version) of the money you invest. Warning: If you invest in this product you will not have any access to your money for 5 years. Warning: The return on your investment in this product may be affected by changes in currency exchange rates.**



# BCP EUROPEAN EQUITY INDEX BOND 11

## KEY FEATURES



### HOW DOES THE BOND WORK

**T**he product producer of the BCP European Equity Index Bond 11 is BCP Asset Management DAC, 71 Upper Leeson Street, Dublin 4.

Your entire investment is allocated to a 5 year Bond which tracks the performance of the Finvex Sector Efficient Europe 30 Index. At the end of the Term, the percentage performance (gain or loss) of the Index is calculated. This performance will then be multiplied by 140% (Growth Plus Version) or 80% (Growth Version) and added to the capital secure amount to determine the Gross Return of the Bond version. Please refer to the examples on page 4 for further details. The Growth Plus and Growth Versions offer 90% and 95% capital security at maturity respectively.

**SUITABILITY:** The Bond is not suitable for investors who require regular income or require access to their capital before maturity. The Bond is suitable only as a capital growth investment. The return on the Bond will depend on the performance of the underlying Index and will only be determined at the end of the Term. No withdrawals may be made before maturity on 21st December 2021. Your money is not invested in the Index, therefore, you do not benefit from any dividends distributed by the Index. In order to protect the performance of the Index from volatility in stock markets towards the end of the term, the Final Price will reflect the average Index level on a monthly basis over the final 18 months of the term. The effect of averaging is to protect returns in a falling market but conversely it may restrict growth in a rising market. A Performance Fee of 1% will be deducted if the Gross Return of a Bond version is between 18% and 39.99% at maturity. If the Gross Return of a Bond version is 40% or higher then a Performance Fee of 2% will be paid to BCP at maturity. The return on this product may be affected by changes in currency exchange rates.

**CAPITAL SECURITY:** Capital security at maturity is provided by Bank of Ireland. In the event Bank of Ireland fails to meet its liabilities, you could lose some or all of your money. Note your investment is not covered by the Deposit Guarantee Scheme.

#### WHERE DOES MY INVESTMENT IN THE BCP EUROPEAN EQUITY INDEX BOND 11 - GROWTH PLUS VERSION GO?

The paragraph below displays how the investment is structured for a hypothetical €10,000 investor.

The Growth Plus Version provides 90% capital security by placing 87.56% or €8,756 of your investment amount on deposit. This amount will grow to 90% or €9,000 by the end of the 5 year Term.

The Growth Plus Version offers a return of 140% of the performance of the underlying index, less the 10% capital at risk, less any Performance Fee. 8.68% or €868 of your investment amount will be used to purchase this return. There is no limit to the return that can be earned on the Growth Plus Version of the European Equity Index Bond 11. If the Performance of the Index is negative at the end of the Term, you will receive 90% of your capital invested. This payment represents a 10% loss (CAR -2.1%) on your investment over the period.

BCP will receive a fee of 1.76% or €176 for manufacturing, distributing and administering the Bond, equivalent to 0.35% per annum. A fee of 2% or €200 is payable to your intermediary, equivalent to 0.40% per annum; this is payable to BCP if you do not deal with us through an intermediary. As described previously on page 4, a Performance Fee of 1% will be paid to BCP in addition to the fees above if the Gross Return on this version of the Bond is between 18% and 39.99% at maturity. If the Gross Return on this version of the Bond is 40% or more, then a Performance Fee of 2% will be paid to BCP at maturity.

#### WHERE DOES MY INVESTMENT IN THE BCP EUROPEAN EQUITY INDEX BOND 11 - GROWTH VERSION GO?

The paragraph below displays how the investment is structured for a hypothetical €10,000 investor.

The Growth Version provides 95% capital security by placing 91.62% or €9,162 of your investment amount on deposit. This amount will grow to 95% or €9,500 by the end of the 5 year Term.

The Growth Version offers a return of 80% of the performance of the underlying index, less the 5% capital at risk, less any Performance Fee. 4.96% or €496 of your investment amount will be used to purchase this return. There is no limit to the return that can be earned on the Growth Version of the European Equity Index Bond 11. If the Performance of the Index is negative at the end of the Term, you will receive 95% of your capital invested. This payment represents a 5% loss (CAR -1.0%) on your investment over the period.

BCP will receive a fee of 1.42% or €142 for manufacturing, distributing and administering the Bonds, equivalent to 0.28% per annum. A fee of 2% or €200 is payable to your intermediary, equivalent to 0.40% per annum; this is payable to BCP if you do not deal with us through an intermediary. As described previously on page 4, a Performance Fee of 1% will be paid to BCP in addition to the fees

above if the Gross Return on this version of the Bond is between 18% and 39.99% at maturity. If the Gross Return on this version of the Bond is 40% or more, then a Performance Fee of 2% will be paid to BCP at maturity.

#### DO I HAVE ACCESS TO MY INVESTMENT?

No withdrawals may be made before the maturity of the Bond on 21st December 2021. You have the right to cancel your application for the Bond within two weeks of the date you sign it but no later than the Closing Date.

#### WHAT HAPPENS IF I DIE?

In the event of the death of a sole investor prior to the expiry of the Term:

- a) the Bond may be transferred into the names of the deceased investor's personal representatives or of any other person nominated by such personal representatives, or
- b) the Bond may be redeemed, subject to normal probate regulations, at their realisable value as determined by BCP based on a calculation by the Bank. The redeemable amount will be calculated primarily by reference to the market value of the assets, the remaining term to maturity, and the prevailing interest rates at the time. The amount redeemed may be more or less than the capital secure amount.

Where the Bond is held in joint names they will, upon the death of one of the investors and upon production of such evidence of death as BCP or the Bank may require, be transferred into the name(s) of the surviving investor(s). Where an investment is made on behalf of a self-directed or self-administered pension plan, in the event of death of a member prior to the expiry of the Term, the Bond may be redeemed at their realisable value as determined by BCP based on a calculation by the Bank which may be more or less than the capital secure amount. The proceeds from such redemption will be paid to the trustees of the plan, or the investing Life Company as appropriate. Early redemption fees may apply on any early exit from this investment.

#### WHAT ABOUT TAX?

Under current legislation, the gross interest earned on the Bond will be paid after deduction of DIRT at 41%. This will apply at maturity and will be deducted at source. However, certain non-resident investors, credit unions, charities, pensions and companies may apply to receive returns gross without deduction of tax. The Finance Act 2007 (as amended by the Finance Act 2011), allows the operation of DIRT free accounts for investors aged 65 years or over, whose income is under €18,000 or €36,000 for married couples.

Investors should satisfy themselves in relation to Revenue reporting requirements and the implications of non-disclosure.

PRSI may be payable on deposit interest earned. PRSI does not generally apply to individuals who have reached the State retirement age. Where applicable, the current PRSI rate is 4% which is payable by the Investor in the relevant tax year.

## TERMS & CONDITIONS

### 1. DEFINITIONS

- 1.1 'you/your/investor' means the customer(s) who is/are investing funds in the BCP European Equity Index Bond 11.
- 1.2 'the Bond', means the BCP European Equity Index Bond 11 - Growth Plus Version and/or Growth Version provided by BCP in accordance with these Terms and Conditions.
- 1.3 The '5 year Term', 'Term' mean the duration of the investment which is placed in the 5 year Bond commencing on 21st December 2016 and maturing on 21st December 2021.
- 1.4 'Interest' means the gross interest calculated in accordance with Section 7 below.
- 1.5 'the Bank', 'Bank of Ireland' mean The Governor and Company of the Bank of Ireland and its successors, assigns and transferees.
- 1.6 'BCP' means BCP Asset Management DAC and its successors, assigns and transferees.
- 1.7 the 'Index' means the Finvex Sector Efficient Europe 30 Index which has Bloomberg ticker of FSECEUE.
- 1.8 'Performance of the Index is defined in 7.2 below.
- 1.9 'Performance of the Bond version' is defined in 7.3 below.
- 1.10 'Gross Return of the Bond version' is defined in 7.4 below.
- 1.11 'Performance Fee' is defined in 7.5 below.

### 2. CONFIRMATION OF IDENTITY - NEW & EXISTING CLIENTS

Further to the money laundering provisions of the Criminal Justice (Money Laundering & Terrorist Financing) Act, 2010 as amended clients must provide with their application (1) copy passport or full drivers licence certified by one of the following: Garda Síochána / Accountant / Solicitor / Notary Public / Embassy-Consular Staff Member / Authorised Financial Service Provider and (2) original address verification (e.g. utility bill) dated within the last 6 months. Please note this applies to existing as well as new clients. Additional documentation will be required for corporate, pension and charitable organisation applicants.

### 3. YOUR INVESTMENT

- 3.1 BCP will lodge your investment in the Bond to a clearing account at the Bank. The funds will then be swept to a client asset account with the Bank in the name of BCP. You will receive a confirmation from the Bank of your investment in the Bond.
- 3.2 At the end of the Term, on advice from BCP, the Bank will pay (1) 90% of the capital invested in the Growth Plus Version and/or (2) 95% of the capital invested in the

Growth Version, together with any Interest earned on the capital invested.

- 3.3 Your money is not invested in the shares of the companies in the Index and, therefore, the investment does not benefit from any dividends distributed by the Index.

### 4. AVAILABILITY

- 4.1 The closing date for applications is 14th December 2016, or earlier if fully subscribed (the 'Closing Date').
- 4.2 The minimum investment is €20,000.
- 4.3 The Bond is available to individuals who are aged 18 or over investing on their own behalf, credit unions, charitable bodies, companies and pension funds. Individuals under 18 may be facilitated by way of a flexible trust.

### 5. COOLING OFF PERIOD

You have the right to cancel this contract prior to the Closing Date of the Bond. If you wish to cancel, written notice must be received by BCP Asset Management DAC at 71 Upper Leeson Street, Dublin 4 within two weeks of your application but no later than 14th December 2016.

### 6. WITHDRAWALS

- 6.1 No withdrawals may be made from the Bond before the end of the 5 year Term.
- 6.2 In the event of death of a sole investor prior to the expiry of the Term:
  - (a) the Bond may be transferred into the names of the deceased investor's personal representatives or of any other person nominated by such personal representatives, or (b) the Bond may be redeemed, subject to normal probate regulations, at their realisable value as determined by BCP and the Bank, which may be more or less than the capital secure amount.
- 6.3 Where the Bond is held in joint names, they will, upon the death of one of the investors and upon production of such evidence of death as BCP or the Bank require, be transferred into the name(s) of the surviving investor(s).
- 6.4 Where an investment is made on behalf of a self directed or self administered pension plan, in the event of death of a member prior to the expiry of the Term, the Bond may be redeemed, subject to the terms of the rules of the underlying scheme or policy, at its realisable value as determined by BCP and the Bank which may be more or less than the capital secure amount. The proceeds from such redemption will be paid to the trustees of the plan, or the investing Life Company as appropriate.
- 6.5 Early redemption fees may apply on any early exit from this investment.

### 7. INTEREST

- 7.1 The Interest credited by the Bank to the 5 year deposit on maturity is calculated for each Bond version as the Performance of the Bond version less the Performance Fee, and is calculated in accordance with 7.2, 7.3, 7.4 and 7.5. This Interest, if positive, will be added to the capital secure amount to calculate the final return.
- 7.2 Performance of the Index is calculated as (Final Price – Initial Price) / Initial Price where (1) the Initial Price of the Index is the closing level of the Index on 19th December 2016 or the next business day for the Index; (2) the Final Price is the simple average of the Index values taken at monthly intervals from and including 19th June 2020 to and including 19th December 2021 or the next business day of the Index. There is no maximum limit on the Performance of the Finvex Sector Efficient Europe 30 Index.
- 7.3 Performance of the Bond version is calculated as (Performance of the Index x Participation) where Participation for the Growth Plus Version is 140% and Participation for the Growth Version is 80%.
- 7.4 Gross Return of the Bond version is calculated as (Performance of the Bond – Capital at Risk) where Capital at Risk is 10% for the Growth Plus Version and 5% for the Growth Version.
- 7.5 The Performance Fee for each Bond version is 1% where the Gross Return at maturity for that Bond version is between 18% and 39.99%. If the Gross Return for each Bond Version is 40% or higher then a Performance Fee of 2% will be paid to BCP at maturity.
- 7.6 If the Interest is zero or negative at maturity, 90% of the capital invested in the Growth Plus Version, or 95% of the capital in the Growth Version, will be payable.
- 7.7 Should any event occur during the Term which in BCP's absolute discretion constitutes a substantial change to the Index, force majeure or hedging disruption, BCP shall be entitled to substitute the Index with another index, to unwind the Bond at the then current market value or to suspend operations of the Bond during any period in which such event continues and thereafter until the end of the Term. On suspension, the Bank shall arrange for the investment accrued to be placed on deposit for the aforesaid period, on terms to be agreed between BCP and the Bank at their absolute discretion. BCP will notify the investors of the occurrence of any such event in such manner as BCP deem appropriate. Neither BCP, the Bank, nor their agent(s) shall be liable for any loss

## TERMS & CONDITIONS

howsoever suffered by the investor if there is any total or partial failure of performance resulting from any such event or any other causes beyond the control of BCP, the Bank or their agent(s).

- 7.8 Should an adjustment event occur during the Term which affects the valuation of the Index, BCP shall be entitled, after consultation with the Bank and at its absolute discretion, to adjust any relevant terms of the Bond to preserve the economic equivalent of your investment prior to the occurrence of such event.
- 7.9 The final Return will be paid after deduction of Deposit Interest Retention Tax ('DIRT') where applicable. DIRT to be deducted will be calculated in accordance with the appropriate tax legislation currently 41%.
- 7.10 No interest will be paid to you in relation to the period up to 21st December 2016.

### 8. MATURITY

BCP will contact you before the Bond matures to advise of repayment and reinvestment opportunities available at that time. At maturity on 21st December 2021, BCP will, following receipt of your instructions, instruct the Bank to issue and send individual customer cheques to BCP amounting to the Remaining Capital secure amount together with any Interest earned OR reinvest the proceeds as instructed. If at this time it is the Bank's policy to process maturity payments electronically, payment may be made by this method instead of by cheque. If for any reason Interest on the Bond cannot be determined by the maturity date, the capital sum secured and any Interest will be paid, 2 business days after the Interest can be determined. If you do not provide us with an instruction, matured funds will be held in a BCP client asset account. No interest will be paid to you on these maturity funds.

### 9. JOINT INVESTMENTS

Unless otherwise agreed in writing with BCP, the withdrawal of funds at maturity will require the consent of all account holders.

### 10. COMPLAINTS

Any complaint about the sale of the Bond should be made to your Adviser or the intermediary through whom you invested. A complaint about any other aspect of the Bond should be made to BCP. Any such complaint will be investigated in

accordance with BCP's complaints policy, details of which are available from BCP.

### 11. CONFIDENTIALITY

BCP and the Bank observe a strict duty of confidentiality about your financial affairs. Save at your request or with your consent, neither BCP nor the Bank will disclose any details relating to your investment to anyone else other than in the following circumstances:

- to comply with a Court Order.
- to comply with a direction or request from a statutory or regulatory body entitled to such details.
- in accordance with any applicable legislation.

### 12. DATA PROTECTION

Both BCP and the Bank are registered under the Data Protection Acts 1988 and 2003 and your personal data held by BCP and the Bank will be maintained in accordance with the obligations of the Acts and subsequent legislation.

*Customer Information Notice (Non-Resident Clients)*  
BCP has an obligation pursuant to S891F of the Taxes Consolidation Act, 1997 (as amended), to transmit data to the Revenue Commissioners for all Non-Resident Clients in respect of all interest paid to Non-Resident Clients including personal data held by BCP.

The Revenue Commissioners may share this data with other tax authorities as part of an Automatic Exchange of Information. Further information on the Automatic Exchange of Information can be found here: <http://www.revenue.ie/en/business/aeoi/index.html>

*Foreign Account Tax Compliance Act (FATCA)*  
BCP has an obligation with regard to FATCA (which is implemented under Irish law by Section 891E of the Taxes Consolidation Act 1997) to transmit data to the Revenue Commissioners regarding all investors who are US Citizens or a resident for tax purposes of the United States of America.

### 13. CANCELLATION

If total funds received from investors at the Closing Date are deemed to be insufficient or hedging conditions are adverse, BCP reserves the right not to proceed with the issue of the Bond and to repay investors.

### 14. ASSIGNMENTS

Investor(s) may not transfer (either by assignment or by novation) or create any security over any or all its rights, interests and obligations in the Bond without the prior written consent of BCP.

### 15. VARIATION

These Terms and Conditions may be changed if a decision, recommendation or change is made by a Court, Regulator, Ombudsman or by legislation. BCP will notify you personally of any changes and will endeavour to give you at least 1 month's notice.

### 16. CLIENT ASSET ACCOUNTS

This product is deposit based and Bank of Ireland is the underlying deposit taker. Investors will receive confirmation of their investment from Bank of Ireland. On maturity, the proceeds of the investment, minus any applicable Performance Fee paid to BCP, will only be paid to investors. Client asset accounts contain funds which are pooled with other clients' funds. Investors have a claim against the client assets pool in a specific account. Funds are not afforded protection under the Client Asset Regulations 2015 until they are swept from the clearing account at the Bank into the BCP client asset account.

### 17. BOND OPERATION

Neither BCP, the Bank nor their agent(s) will be liable for any loss you may suffer if BCP, the Bank or their agent(s) is prevented from providing any service as a result of industrial action, power failure or other cause beyond the reasonable control of BCP, the Bank or their agent(s). The Bank acts as deposit taker and is not liable for the responsibilities of BCP to you in relation to the Bond or for any information provided to you by BCP. The Bank is not offering financial or tax advice to BCP or investors. It does not make any representation, express or implied, as to the investment terms or the performance of the Bond. Any such statements herein, as well as all other statements regarding the Bond, are the sole responsibility of BCP.

### 18. GOVERNING LAW AND JURISDICTION

These Terms and Conditions are governed by and shall be construed in accordance with the laws of Ireland. By signing the application form for the Bond, you agree that any dispute may be resolved by the courts of Ireland. We will communicate with you in English at all times.

### 19. CAPITAL SECURITY

This product is deposit based and Bank of Ireland is the underlying deposit taker. Capital security is provided by Bank of Ireland. In the event Bank of Ireland fails or becomes insolvent (ie. goes bankrupt or similar) you could lose some or all of your money.



BCP Asset Management DAC

71 Upper Leeson Street, Dublin 4, Ireland | T: (01) 668 4688 | F: (01) 668 4246 | E: [invest@bcp.ie](mailto:invest@bcp.ie) | W: [www.bcp.ie](http://www.bcp.ie)

BCP Asset Management DAC, trading as BCP, is regulated by the Central Bank of Ireland. Registered in Ireland number 92930.  
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