



# BCP/DEUTSCHE BANK CREDIT UNION DEPOSIT 5

5 Year Fixed Deposit: 0.65% Fixed AER

7 Year Fixed Deposit: 1.0% Fixed AER

- Deposit Interest paid out in March each year
- Deutsche Bank AG Deposit Credit Rating is A (Fitch)
- Deutsche Bank AG is Germany's largest bank
- Minimum Investment €500,000
- **Closing Date 14th March 2017**



**BCP** SERVING INVESTORS FOR NEARLY 50 YEARS

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# BCP/DEUTSCHE BANK CREDIT UNION DEPOSIT 5

## KEY FEATURES

### HOW THE DEPOSIT WORKS

The product producer of the BCP/Deutsche Bank Credit Union Deposit 5 (the “Deposit”) is BCP Asset Management DAC, 71 Upper Leeson Street, Dublin 4.

Funds are placed in a fixed term deposit account at Deutsche Bank AG, London branch (the “Bank”), in the name of BCP. This account is a pooled Client Asset account in the name of BCP. The Deposit Interest earned will be paid to BCP within 5 working days of 16th March each year and passed on to Depositors by BCP.

- **5 Year Deposit which pays 0.65% Fixed AER in March each year**
- **7 Year Deposit which pays 1.0% Fixed AER in March each year**

### SUITABILITY

The BCP/Deutsche Bank Credit Union Deposit 5 is not suitable for investors who require access to their capital before the maturity date on 16th March 2022 for the 5 Year Deposit and 16th March 2024 for the 7 Year Deposit. This investment is suitable for investors seeking annual income, 100% capital security at maturity, and an investment term of 5 years or 7 years. Prior to the transfer of funds to the Bank and at maturity, investments will be held in a BCP pooled Client Asset account (funds held with AIB plc prior to commencement). Credit Unions should ensure any investment in this deposit does not exceed regulatory or internal investment limits.

### DEPOSIT PERFORMANCE

Deposit Performance is the initial investment plus annual interest. Deposit Performance is provided by the Bank. In the event that the Bank fails to meet its liabilities, you could lose some or all of your money. Your investment is not covered by any Deposit Protection Scheme.

### DEUTSCHE BANK AG CREDIT RATINGS: FITCH A, MOODY'S A3, S&P BBB+

€25 billion Market Cap	€1,591 billion Total Assets	2,656 Branches	99,744 Employees
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Source: The above table of facts on the Deutsche Bank Group is as at 16th February 2017.

The Bank is a branch of Deutsche Bank AG and investors will therefore be exposed to the creditworthiness of Deutsche Bank AG. The insolvency of Deutsche Bank AG may lead to a partial or total loss of your investment.

### DO I HAVE ACCESS TO MY INVESTMENT?

No withdrawals may be made from the BCP/Deutsche Bank Credit Union Deposit 5 before the maturity date on 16th March 2022 for the 5 Year Deposit, 16th March 2024 for the 7 Year Deposit.

### WHAT ABOUT TAX?

Under current legislation, the gross interest earned on the Deposit will be paid after deduction of Deposit Interest Retention Tax (DIRT) at 39%, where applicable. This will apply to each annual interest payment and will be deducted at source. However, Credit Unions, Charities and Corporate investors may apply to receive returns gross without deduction of tax. (Please see DIRT Exemption Forms on page 5). Depositors should satisfy themselves in relation to Revenue reporting requirements and the implications of non-disclosure.

### WHERE DOES MY INVESTMENT IN THE BCP/DEUTSCHE BANK CREDIT UNION DEPOSIT 5 GO?

The paragraph below displays how the investment is structured for a hypothetical €1,000,000 investor. The BCP/Deutsche Bank Credit Union Deposit 5 provides 100% Deposit Performance by placing 100% or €1,000,000 of your investment amount on deposit. This amount will remain at 100% or €1,000,000 throughout the 5 or 7 year Term. This Deposit offers a return of 0.65% AER (5 Year Deposit) and 1.0% AER (7 Year Deposit) fixed interest in March each year. BCP will charge an initial fee of 0.5% or €5,000 for designing, distributing and administering the Deposit throughout the 5 year term and 0.8% or €8,000 for the 7 year term, equivalent to 0.10%/0.11% respectively per annum. An initial fee of 0.5% or €5,000 is payable to your intermediary equivalent to 0.10%/0.07% per annum respectively for the 5 and 7 year term; this is payable to BCP if you do not deal with us through an intermediary. No charges or fees are taken away from your Deposit or your maturity payment, and there are no annual management charges, so any returns are based upon the full amount you place into the Deposit.

**IMPORTANT NOTE:** Investments will be held by the Bank as deposits in the name of BCP. In the event of any failure by the Bank to meet its liabilities, as investors are not customers of the Bank, BCP will seek the return of funds on behalf of investors. Investors must deal directly with BCP in this instance.

**WARNING: If you invest in this product you will not have any access to your money for 5 years or 7 years.**

MINIMUM INVESTMENT €500,000 | CLOSING DATE 14TH MARCH 2017



## REVIEW YOUR PORTFOLIO ONLINE crm.bcp.ie

### APPLICATION FORM (PLEASE COMPLETE IN BLOCK CAPITALS)

- Investment advice was provided by: Retained Advisor ☐ ..... (Firm Name) Intermediary ☐ BCP ☐
- My/Our investment knowledge is ..... Limited ☐ Good ☐ Extensive ☐
- My/Our investment objective is annual income
- 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
- I/We represent and warrant that the Credit Union is investing as principal and in full compliance with the Credit Union Act 1997 (Regulatory Requirements) Regulations 2016 – S.I. No. 1 of 2016 including in particular Part 5 of those regulations and in accordance with the investment strategy of the Credit Union.

**We hereby apply for the BCP/Deutsche Bank Credit Union Deposit 5 as follows:**

**Name of Applicant:**

**Address to which any correspondence to be sent:**

**Country of Incorporation/Organisation:**

**Corporate Tax ID:**

**Contact Person:**

**Telephone:**

**Facsimile:**

**Email:**

**(Required)**

### INVESTMENT AMOUNT

BCP/Deutsche Bank Credit Union Deposit 5 - 5 Year Deposit ☐ € ..... (Minimum €250,000, multiples of €50,000)

BCP/Deutsche Bank Credit Union Deposit 5 - 7 Year Deposit ☐ € ..... (Minimum €250,000, multiples of €50,000)

**TOTAL INVESTMENT** € ..... **(Minimum €500,000, multiples of €50,000)**

### PLEASE MAKE CHEQUES PAYABLE TO BCP ASSET MANAGEMENT DAC

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 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 BCP/Deutsche Bank Credit Union Deposit 5 on the signature(s) of me/us.

I/We acknowledge that no interest will be paid to me/us in relation to the period up to 16th March 2017.

I/We declare that this authorisation, unless terminated by dissolution, or by operation of law, shall remain in full force and effect until the end of the 5 or 7 year Term.

I/We do not consent to the information being used by BCP Asset Management DAC to provide information on new investment opportunities. Tick box if applicable ☐

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

**SIGNED (two authorised signatories must sign as per Mandate on page 4)**

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

on behalf of the Applicant

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

on behalf of the Applicant

AGENT STAMP

Advisor's Name

**Email address for crm.bcp.ie registration:** \_\_\_\_\_ **(Required)**

### NEW & EXISTING CLIENTS

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

**WARNING: If you invest in this product you will not have any access to your money for 5 or 7 years.**



# BCP/DEUTSCHE BANK CREDIT UNION DEPOSIT 5

## MANDATE FOR INVESTMENT

At a meeting of the Directors duly convened and held on the \_\_\_\_\_ day of \_\_\_\_\_ 2017 the following resolution was passed.

"Resolved that (*insert applicant name*): \_\_\_\_\_

should invest € \_\_\_\_\_ in the BCP/Deutsche Bank Credit Union Deposit 5 and

the following are authorised to complete, on behalf of the company, the application forms and other documentation relating to this investment."

### **Specimen signatures of those authorised to give instructions (Minimum 2 signatories are required):**

Name	Official Position	Signature

Please include all individuals including Directors who are authorised to apply for and give instructions in relation to this investment.

I certify the above to be a true copy of the Resolution recorded in the minute book.

**Signed** (*Authorised Signatory*): \_\_\_\_\_

**Print Name:** \_\_\_\_\_ Director/Secretary\*  
\*Delete as appropriate

**Date:** \_\_\_\_\_



## DIRT EXEMPTION FORM FOR CREDIT UNIONS AND CHARITY INVESTORS

### PLEASE COMPLETE BELOW FOR CREDIT UNIONS

I confirm that: \_\_\_\_\_

Credit Union is a relevant deposit taker as defined by the Revenue Commissioners DIRT guidelines and are therefore not subject to Deposit Interest Retention Tax (DIRT) deduction.

**Signed** (*Authorised Signatory*): \_\_\_\_\_

**Name** (*Block Capitals*): \_\_\_\_\_

**Capacity** (*identify role/title/position*): \_\_\_\_\_

**Date:** \_\_\_\_\_

### PLEASE COMPLETE BELOW FOR CHARITY INVESTORS

I confirm that: \_\_\_\_\_ is an Exempt Charity and

that the relevant tax reference number is \_\_\_\_\_ (*insert tax reference number*).

Please pay the proceeds of the BCP/Deutsche Bank Credit Union Deposit 5 gross of Deposit Interest Retention Tax (DIRT).

**Signed** (*Authorised Signatory*): \_\_\_\_\_

**Name** (*Block Capitals*): \_\_\_\_\_

**Capacity** (*identify role/title/position*): \_\_\_\_\_

**Date:** \_\_\_\_\_



## TERMS & CONDITIONS

### 1. DEFINITIONS

- 1.1 'you/your/depositor' means the customer(s) who is/are placing funds in the BCP/Deutsche Bank Credit Union Deposit 5.
- 1.2 'the Deposit' means the 5 Year Deposit and the 7 Year Deposit of the BCP/Deutsche Bank Credit Union Deposit 5.
- 1.3 The 'Term' means the duration of the Deposit which is placed in a Fixed Term Deposit with the Bank, commencing on 16th March 2017 and maturing on 16th March 2022 for the 5 Year Deposit and for the 7 year Deposit commencing on 16th March 2017 and maturing on 16th March 2024.
- 1.4 'Deposit Interest' is the gross interest payable in accordance with Section 7 below.
- 1.5 The 'Bank' means Deutsche Bank AG, London branch and its successors, assigns and transferees.
- 1.6 'BCP' means BCP Asset Management DAC and its successors, assigns and transferees.

### 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, applicants must provide with their application (1) copy of a passport or full drivers licence for two directors certified by one of the following: Garda Síochána, Chartered & Certified Public Accountants, Notaries, Public/Practising Solicitors, Embassy/Consular Staff or an Authorised Financial Service Provider and (2) original (or certified copy of) address verification for two directors (e.g. utility bill) dated within the last 6 months. Please note this applies to Existing as well as new applicants. A list of names and addresses of all directors on headed paper, alternatively this list can be provided to BCP by way of an email sent by the Credit Union manager, Director or Secretary from an @credit union email address.

### 3. YOUR INVESTMENT

BCP will initially lodge your investment in the Deposit to a client asset account with AIB in the name of BCP. On or before the commencement date the funds will be transferred to a client asset account with the Bank in the name of BCP, and will be held at the Bank until maturity of the Deposit. You will receive a confirmation from BCP of your investment in the Deposit. These client asset accounts will be operated in accordance with the Irish Client Asset Regulations 2015.

### 4. AVAILABILITY

- 4.1 The closing date for applications is 14th March 2017, or earlier if fully subscribed (the 'Closing Date').
- 4.2 The minimum investment is €500,000.
- 4.3 The BCP/Deutsche Bank Credit Union Deposit 5 is available to Credit Unions, Charities and Corporates.

### 5. COOLING OFF PERIOD

You have the right to cancel this contract prior to the Closing Date of the BCP/Deutsche Bank Credit Union Deposit 5. If you wish to cancel, written notice must be received by BCP at 71 Upper Leeson Street, Dublin 4 within 14 days of your application, but no later than 14th March 2017.

### 6. WITHDRAWALS

Depositors in the BCP/Deutsche Bank Credit Union Deposit 5 will have no access to their capital before the end of the 5 year Term or 7 year Term.

### 7. DEPOSIT INTEREST

The annual Deposit Interest payable on the BCP/Deutsche Bank Credit Union Deposit 5 will be 0.65% fixed AER for the 5 Year Deposit and 1.0% fixed AER for the 7 Year Deposit. The annual Deposit Interest will be credited and paid out by BCP within 5 business days of 16th March each year.

### 8. MATURITY

BCP will contact you before the Deposit matures to advise of repayment and reinvestment opportunities available at that time. At maturity, funds will be transferred to a separate BCP client asset account outside of the Bank. BCP will, following receipt of your instructions, process maturity payments electronically OR reinvest the proceeds as instructed. If you do not provide us with an instruction, matured funds will be held in this BCP client asset account; unless BCP have notified you otherwise in writing. No interest will be paid to you on these funds after maturity of the Deposit.

### 9. COMPLAINTS

Any complaint about the sale of the Deposit should be made to your Adviser or the intermediary through whom you transacted. A complaint about any other aspect of this product should be made to BCP. Any such complaints will be investigated in accordance with BCP's complaints policy, details of which are available from BCP.

### 10. CONFIDENTIALITY

BCP observes a strict duty of confidentiality about your financial affairs. Save at your request or with your consent, BCP will not disclose any details relating to your deposit 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.

### 11. CLIENT ASSET ACCOUNTS

This product is deposit based and the Bank is the underlying deposit taker. Investors will receive confirmation of their investment from BCP. 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. You will not have a legal interest in the deposit account with the Bank and as such you will not be a customer of the Bank.

### 12. OPERATION OF THE BCP/DEUTSCHE BANK CREDIT UNION DEPOSIT 5

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 Deposit or for any information provided to you by BCP. The Bank is not offering financial or tax advice to BCP or depositors. It does not make any representation, express or implied, as to the investment terms or the performance of the Deposit. Any such statements herein, as well as all other statements regarding the Deposit, are the sole responsibility of BCP. This brochure has been drafted by BCP. The Bank accepts no responsibility for the accuracy

or the information set out in this brochure nor have they verified the accuracy of such information. The Bank has only reviewed references relating to Deutsche Bank AG, London branch. In the event of any default you must contact BCP in whose name the deposit is held or in the event of its insolvency the liquidator or other appointed insolvency practitioner.

### 13. DATA PROTECTION

BCP is registered under the Data Protection Acts 1988 and 2003 and your data held by BCP 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 the S891F of the Taxes Consolidation Act, 1997 (as amended), to transmit data to the Revenue Commissioner for all Non-Resident Clients in respect of all interest paid to Non-Resident Clients including personal data held by BCP.

The Revenue Commissioner 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>

### 14. CANCELLATION

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

### 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. GOVERNING LAW AND JURISDICTION

These Terms and Conditions are governed by and shall be construed in accordance with Irish Law. By signing the application form for the BCP/Deutsche Bank Credit Union Deposit 5, you agree that any dispute may be resolved by the courts of Ireland.

### 17. GENERAL

Should any conflict arise between the terms and conditions in this brochure and the terms and conditions in the Deutsche Bank AG, London branch Deposit Agreement or the Deutsche Bank AG, London branch Deposit Confirmation with BCP, the terms in the Deutsche Bank AG, London branch Deposit Agreement or the Deutsche Bank AG, London branch Deposit Confirmation shall take precedence.

### 18. DEPOSIT PROTECTION SCHEME

Your investment is not covered by any Deposit Protection Scheme.

### 19. TAX/ACCOUNTING

The Bank is not offering (and has not provided) any tax or accounting advice in respect of the Deposit to BCP or depositors. Prospective depositors in the Deposit should consult their own tax advisors as to the Irish or other tax consequences of investing in the Deposit. Any statements herein in relation to tax are the sole responsibility of BCP.



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 is registered in Ireland, number 92930, registered office as above. VAT number IE4693404F.

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

Deutsche Bank is authorised under German Banking Law (competent authorities: European Central Bank and the BaFin, Germany's Federal Financial Supervisory Authority) and, in the United Kingdom, by the Prudential Regulation Authority. It is subject to supervision by the European Central Bank and by the BaFin, and is subject to limited regulation in the United Kingdom by the Financial Conduct Authority and the Prudential Regulation Authority. It is regulated by the Central Bank of Ireland for Conduct of Business Rules. AER is Annual Equivalent Rate.