

**BCP**

**Invest with confidence**



# BCP FILM FINANCE SCHEME 7 INVESTMENT MANDATE

Application Form

# INVESTMENT MANDATE

Dear Sirs

## 1. INTRODUCTION

This Investment Mandate sets out the terms and conditions on which [I am] / [we are] agreeing to participate in the Scheme (the "Film Finance Scheme 7") under which [I] / [we] will along with other investors provide (through BCP) loans to medium size Irish and UK film and television projects.

## 2. INVESTMENT

2.1 [I] / [We] hereby agree to place the Investment Monies with BCP ("my" / [our] Investment") for the duration of the period (the "Investment Period").

2.2 [I] / [We] hereby agree to lodge the Investment Monies to the following [client] account (the "BCP Film Finance Account") of BCP:

Account Type:	Client Account
Account Title:	BCP Asset Management DAC - Film Finance Client A/c
Account Number:	3700-3739
Sort Code:	99-02-31
IBAN:	IE08HSBC99023137003739
Swift/BIC:	HSBCIE2D

2.3 [I] / [We] hereby agree that on lodgement of the Investment Monies to the BCP Film Finance Account, such Investment Monies together with other lodgements made thereto by other third parties (by way of similar investments) (together with [me] / [us] the "Investors" and any of them an "Investor") will be pooled to form a pool of monies (the "Film Finance Pool").

2.4 Where payment is being made by cheque, please ensure the cheque is made payable to **BCP Asset Management DAC**.

2.5 The Scheme price is calculated on a monthly basis. Investment Monies received are allocated a start date of the 1st day of the following month. No interest will be paid to you in relation to the period up to the start date.

## 3. MANDATE

[I] / [We] hereby agree that during the Investment Period BCP may (and is irrevocably authorised by [me] / [us] to) apply all or part of the Film Finance Pool (including all or part of [my] / [our] Investment) on [my] / [our] behalf and on behalf of the other Investors towards the making of short term bridging loans to "Eligible Borrowers" (and any of them an "Eligible Borrower") which meet the investment criteria below provided that:

- 3.1 the monies constituting each Loan shall be advanced on a pro rata basis as between all Investors;
- 3.2 interest on each such Loan is charged at a minimum rate of 8% per annum payable at maturity of each such Loan;
- 3.3 the term of each such Loan (i) does not exceed 24 months.
- 3.4 each Loan is secured by such security as BCP considers appropriate.
- 3.5 maximum loan for any one project is €3.0 million.

**Eligible borrower** means a film or television production company that has successfully completed and delivered at least 2 film or television projects. The project must also be fully financed and contracted to qualify. The borrower must also be able to satisfy the Lender that they have put in place sufficient safeguards and insurances to enable the project to be completed.

Lender means BCP Film Finance Scheme 7.

## 4. FEES

4.1 I / We have been notified of:

- 4.1.1 the initial fee payable to BCP for the design, distribution and marketing of the BCP Film Finance Scheme 7 as detailed in the BCP Film Finance Scheme 7 Investment Memorandum (of which this Investment Mandate forms part) (the "Investment Memorandum"); and
- 4.1.2 the initial fee payable to my / our intermediary (or BCP where I / we have no intermediary) as detailed in the Investment Memorandum, and I / we hereby agree to the payment of these fees to BCP and my / our intermediary (if applicable). I / We hereby confirm that we understand that these fees are not to be taken from my / our capital sum investment.

4.2 I / We have been notified of the annual fees payable to BCP for the provision of continued investment management, custody and administration services as detailed in the Investment Memorandum and I / we hereby agree to the payment of these fees to BCP.

4.3 I / We have been notified of the renewal fee payable to my / our intermediary (or BCP where I / we have no intermediary) as detailed in the Investment Memorandum and I / we hereby agree to the payment of these fees to my / our intermediary (or BCP where I / we have no intermediary).

4.4 I / We hereby agree that BCP is irrevocably authorised by us to withdraw monies from the BCP Film Finance Account in discharge of:

4.4.1 Professional service fees to include legal, audit and fees for the provision of suitable loan opportunities, which are reasonably and properly incurred by it or

4.4.2 Taxes payable by it, under, pursuant to or in connection with the Transactions (as such term is defined in clause 8 (Acknowledgements) below); and

These fees shall not exceed the maximum levels notified to me / us in the Investment Memorandum.

## 5. RECEIPTS

BCP hereby undertakes to lodge all receipts of principal repaid and interest and fees paid by each Eligible Borrower in respect of its Eligible Loan to the BCP Film Finance Account.

## 6. ACCESS

- 6.1 There is no exit allowable in the first year, you must be invested in the Scheme for 12 months before you can exit. However, liquidity is restricted and can only be provided where the Scheme has sufficient liquid funds available. You should only invest in the Scheme if you intend to invest until the targeted maturity date in May 2028.
- 6.2 In order to access your investment written instruction must be received by BCP and there is a 3 month wait period for exits. The value that you receive will be the market value at the time (as determined by BCP) and this may be more or less than your initial investment.
- 6.3 There is a 2% exit penalty in year 2 and a 1% exit penalty in year 3, the exit penalty is based on the encashment amount and payable to the Scheme, it is not a fee to BCP.

## 7. RETURN OF INVESTMENT MONIES

7.1 BCP hereby undertakes to return to [me] / [us] within 14 days of the expiry of the Investment Period (or on such later date as and when Loans are repaid and such monies are lodged to the BCP Film Finance Account), [my] / [our] share (pro rata with all other Investors) (the "Returned Monies") of all monies standing to the credit of the BCP Film Finance Account after all Fees payable under clause 4 (Fees) have first been discharged therefrom.

7.2 The amount of the Returned Monies:

7.2.1 shall not exceed: (i) [my] / [our] Investment together with all interest accrued thereon during the Investment Period and the amount of any arrangement or other fees associated therewith (and payable by any relevant Eligible Borrower) less (ii) [my] / [our] pro rata share of all fees paid in accordance with clause 4 of this Investment Mandate and less (iii) [my] / [our] pro rata share of all costs and expenses incurred by BCP in (a) banking costs and (b) enforcing its rights under any Loan; and

7.2.2 may be less than the amount of [my] / [our] Investment together with all interest accrued thereon during the Investment Period and the amount of any arrangement or other fees associated therewith (and payable by any relevant Eligible Borrower) (less [my] / [our] pro rata share of all fees paid in accordance with clause 4 of this Investment Mandate and [my] / [our] pro rata share of all costs and expenses incurred by BCP in (a) banking costs and (b) enforcing its rights under any Loan) as a result of the possibility that certain Eligible Borrowers may default in repayment of the Loan advanced to them together with all other amounts outstanding thereunder and payable by them and [I] / [we] hereby acknowledge same.

7.3 Income Version – I/we hereby acknowledge that I/we will receive income coupons from my/our investment in the Scheme during the investment term as appropriately recommended by BCP but no less than annually where performance and cash flows permit.

Accumulation Version – I/ we hereby acknowledge that I/we will receive the accumulated returns from my/our investment in the Scheme at the expected maturity date of May 2028.

## 8. ACKNOWLEDGEMENTS

[I] / [We] hereby acknowledge that we fully understand and appreciate that by making [my] / [our] Investment and the advancing of Loans to Eligible Borrowers (the “Transactions”):

- 8.1 [I] / [we] may lose some or all of the Investment Monies; and
- 8.2 [I] / [we] will not have access to the Investment Monies during the Investment Period or such later period subsequent thereto where Loans continue to be outstanding; and
- 8.3 [I] / [we] understand that BCP has the discretion to repay part of the Returned Monies to investors before the maturity date where a loan has been repaid early or partially repaid (provided BCP does not foresee any other use for the funds within the Investment Mandate) however [I] / [we] understand that we are unlikely to receive the Returned Monies until the Investment Period has expired and all Loans have been repaid in full by the Eligible Borrowers; and
- 8.4 the value of [my] / [our] Investment may go down as well as up; and
- 8.5 Income Version – the income [I] / [we] get from [my] / [our] Investment may go down as well as up; and
- 8.6 BCP shall not have any liability whatsoever for any refusal or inability on the part of an Eligible Borrower to repay the loan advanced to it by BCP; and
- 8.7 [I] / [we] have been, and will continue to be, solely responsible for making [my] / [our] own independent appraisal and investigation of all risks arising under or in connection with [my] / [our] Investment and the Transactions.

## 9. POWER OF ATTORNEY

- 9.1 I / We hereby irrevocably and by way of security for my / our obligations hereunder, appoint BCP (the “Attorney”) severally my / our true and lawful attorney, for and on my / our behalf and in my / our name or otherwise and as my / our act and deed, to do or execute all or any of the acts and things hereinafter mentioned:
  - 9.1.1 to consider, settle and approve the terms of and execute (under hand or seal), deliver and / or issue all agreements, certificates, instruments and other documents whatsoever which the Attorney considers is required or desirable in connection with or arising out of the Transactions; and
  - 9.1.2 to take all such other actions or do anything which the Attorney considers to be necessary or desirable to give effect to the Transactions or is required or desirable in connection with or arising out of the Transactions.
- 9.2 I / We hereby declare that:
  - 9.2.1 the Attorney shall have full power to delegate some or all of the powers conferred on it under this clause 9 (Power of attorney) (other than the power to sub delegate); but no such delegation shall preclude the subsequent exercise of such power by the Attorney itself or preclude the Attorney from making a subsequent delegation thereof to some other person; any such delegation may be revoked by the Attorney at any time;
  - 9.2.2 a person who deals with the Attorney in good faith may accept a written statement signed by the Attorney to the effect that the power of attorney granted under this clause 9 (Power of attorney) has not been revoked as conclusive evidence of that fact; and
  - 9.2.3 the agreements, certificates, instruments, other documents, acts and things which shall be executed or done by the Attorney by virtue of the power of attorney granted under this clause 9 (Power of attorney) shall be as good, valid and effectual to all intents and purposes whatsoever as if they had been executed or done by me / us.
- 9.3 I/We hereby:
  - 9.3.1 ratify and confirm and agree to ratify and confirm from time to time and at all times whatever the Attorney shall do or purport to do or cause to be done by virtue of the power of attorney granted under this clause 9 (Power of attorney); and
  - 9.3.2 unconditionally undertake to indemnify the Attorney and its respective delegates, personal representatives and successors against all actions, proceedings, claims, costs, expenses and

liabilities of any and every description arising from the exercise or purported exercise in good faith of any of the powers conferred by the power of attorney granted under this clause 9 (Power of attorney).

## 10. INDEMNITY

[I] / [We] shall, forthwith on demand, indemnify BCP (pro rata with the other Investors) against any loss or liability which BCP suffers or incurs arising from or in connection with [my] / [our] Investment and / or the Transactions. Such indemnity to BCP is limited to the value of [my] / [our] Investment.

## 11. TERMINATION OF FILM FINANCE SCHEME 7

- 11.1 BCP shall be entitled to terminate (a “Termination”) the Film Finance Scheme 7 if (in its opinion) the Film Finance Scheme 7 is no longer viable or is no longer likely to achieve the objectives for which it was established.
- 11.2 BCP hereby undertakes to return to [me] / [us] within 14 days of Termination (or on such later date as and when Loans are repaid and such monies are lodged to the BCP Film Finance Account), [my] / [our] share (pro rata with all other Investors) of all monies standing to the credit of the BCP Film Finance Account after [my] / [our] pro rata share of all Fees payable under clause 4 (Fees) have first been discharged therefrom.
- 11.3 Clause 7.2 of this Investment Mandate applies equally to all monies returned under clause 11.2 above.

## 12. LAW AND JURISDICTION

- 12.1 Governing law  
This Investment Mandate and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in accordance with the laws of Ireland.
- 12.2 Jurisdiction  
It is irrevocably agreed for the exclusive benefit of BCP that the courts of Ireland are to have jurisdiction to settle any disputes which may arise out of or in connection with this Investment Mandate (including a dispute relating to the existence, validity or termination of this Investment Mandate or any non-contractual obligations arising out of or in connection with this Investment Mandate) and that accordingly any suit, action or proceeding arising out of or in connection with this Investment Mandate (in this clause referred to as “Proceedings”) may be brought in such courts. Nothing in this clause shall limit the right of BCP to take Proceedings against [me] / [us] in any other court of competent jurisdiction, nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not.

## 13. DATA PROTECTION

BCP Asset Management DAC complies with the requirements of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018.

“Information” means any information given by you or on your behalf in connection with your Investment Application to us. Where you are not a natural person, Information also includes any information you provide to us in respect of your officers, directors or employees, in this regard the use of the term ‘you’ in this Section 13. Data Protection refers to you or such individuals as appropriate. Information includes any further information which may be given at a later stage either in writing, by email at a meeting or over the telephone including that furnished in connection with any application for any product/service available through us.

The Information will be used by us for the purposes of processing your applications, managing and administering your relationship with us and any products/services for which you have completed an application. The information will also be used for the prevention of money laundering, financing of terrorism or fraud, and compliance with any legal and regulatory obligations which apply to us.

The Information may be disclosed to BCP Asset Management group, third parties including, but not limited to, the intermediary acting on your behalf, product producers/service providers to which you have submitted an application or to which such submission is being contemplated, the providers of services to us, the Administrator, distributors, the Trustee and/or their respective delegates and agents of any Fund you are invested in. We may also disclose your data for legitimate business interest & legal obligations, to auditors, the Central Bank of Ireland, the Irish Revenue Commissioners, other relevant regulators and tax authorities. For further information on Foreign Account Tax Compliance Act (FATCA) or Common

Reporting Standard (CRS) please refer to Irish revenue website at <http://www.revenue.ie/en/business/aeoi/index.html> or the following link: <http://www.oecd.org/tax/automatic-exchange/common-reporting-standard/> in the case of CRS only. Please refer to the BCP Data Privacy Notice and Data Privacy Summary on our website [www.bcp.ie](http://www.bcp.ie) for how we obtain your information.

#### **RIGHT OF ACCESS, RECTIFICATION OR ERASURE**

You have the right at any time to request a copy of any "personal data" (within the meaning of the General Data Protection Regulation 2018 and the Irish Data Protection Act 2018) that we hold in relation to you and have it corrected if it is inaccurate or out of date. To exercise your Right of Access or to update your details under your Right of Rectification or Erasure please email your request to [Dataprotection@bcp.ie](mailto:Dataprotection@bcp.ie).

#### **DATA RETENTION**

Information submitted by you when making an enquiry may be retained by us for a period of up to 12 months from the date of the enquiry. Investor's information will be held for a period of at least 6 years after the ending of the client relationship.

#### **DATA SECURITY**

BCP Asset Management DAC intend to strictly protect the security of your personal information and carefully protect your data from loss, misuse, unauthorised access or disclosure, alteration or destruction. We have taken appropriate steps to safeguard and secure information held by us.

#### **CALL RECORDING**

Calls from and to the office may be recorded for verification, fraud prevention, training and monitoring purposes.

#### **14. CONFIRMATION OF IDENTITY (NEW & EXISTING CLIENTS)**

14.1 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) Original certified copy of signed 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.