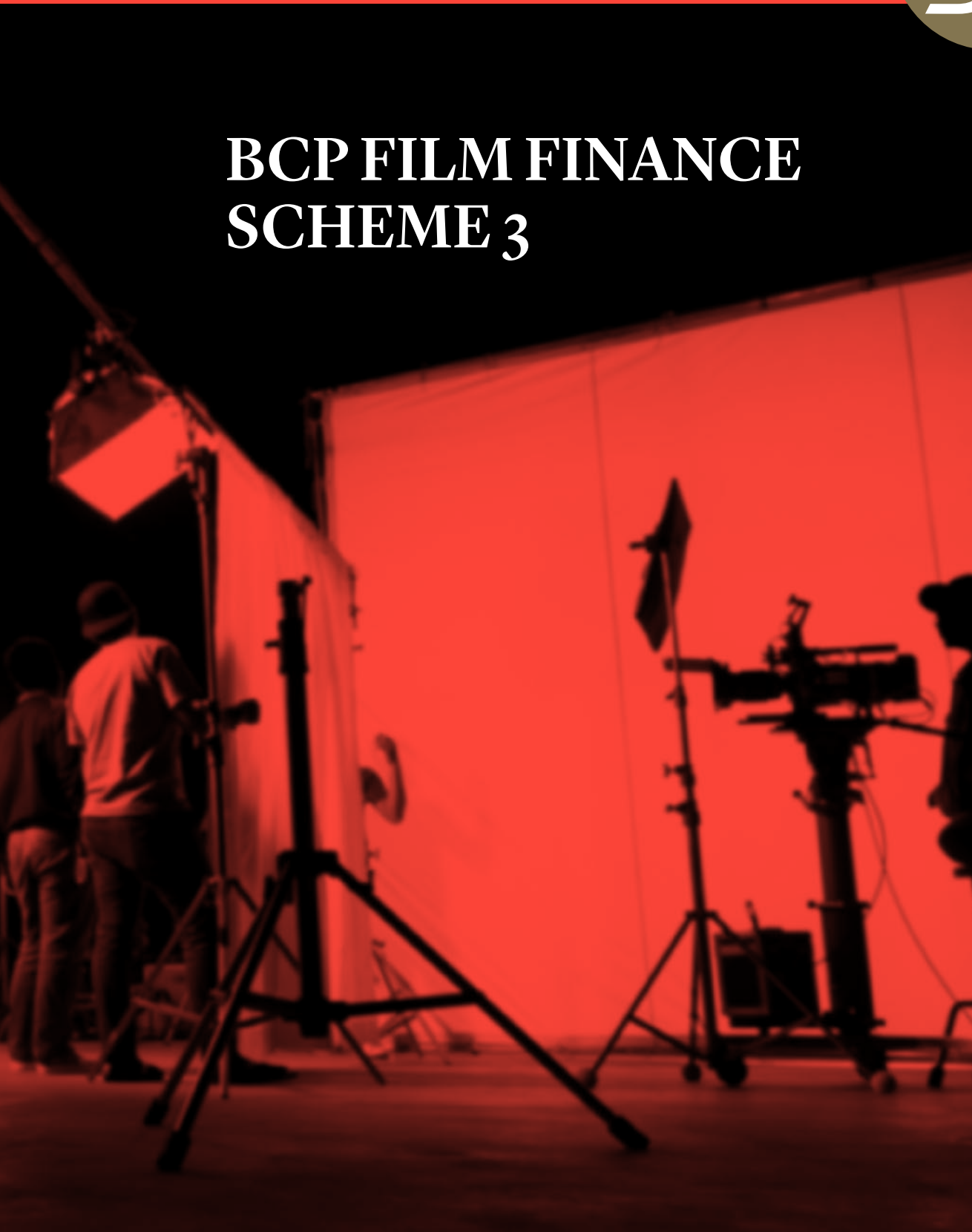


BCP

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BCP FILM FINANCE SCHEME 3





OVERVIEW

- Opportunity to invest in Ireland's flourishing Film and Television sector
- **Targeted Return of 5% - 6% per annum** (net of all fees, gross of tax)
- Distributions paid-out annually
- BCP has a strong 11 year track record in financing Film and TV projects
- Projects proposed by Saffery Champness, a leading consultancy firm to the Media Sector globally
- **Over 30 BCP Financed projects have been released on Netflix, Apple TV and Amazon Prime**
- Portfolio Diversifier: Returns are uncorrelated with equity and bond markets
- Early exit opportunities at the end of each year
- Minimum Investment €20,000
- 2 years and 9 month Term with targeted maturity of May 2024

The BCP Film Finance Scheme 3 is **not regulated** by the Central Bank of Ireland.

Warning: The BCP Film Finance Scheme 3 is not regulated by the Central Bank of Ireland and as such it does not benefit from any investor compensation Scheme nor the Central Bank of Ireland's Client Asset Regulations. Whilst a complaint may be referred to the Financial Services and Pensions Ombudsman ('FSPO') as the product is unregulated there is no guarantee the FSPO will be able to accept it.

**Warning: The value of your Investment may go down as well as up.
You may get back less than you put in.**

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

Warning: If you encash your investment before May 2024, there may be insufficient cash to meet your early exit request.

Warning: The income you get from this Investment may go down as well as up.



INTRODUCTION

The **BCP Film Finance Scheme 3 (the ‘Scheme’)** offers investors an opportunity to participate in Ireland’s flourishing film and TV sector with an attractive targeted return of 5% to 6% a year (net of all fees and charges). The Scheme will provide short term finance to medium sized Film and TV projects which meet strict criteria. Underlying investment opportunities are introduced by a leading international firm with an exceptional track record in Film and TV projects. The BCP Film Finance Schemes have paid out coupons of 28.0% (CAR 4.2%) over their six years since inception.

BCP AND FILM FINANCE SCHEMES

BCP Asset Management has over €3bn of Assets under Management and has been offering investments solutions for over 50 years. BCP’s conservative and disciplined approach to investment management has protected investors through numerous downturns.

BCP identified the Film & TV sector as an area for structural growth over a decade

ago, and by working with specialist advisors in this sector, it has developed into a core area of investment expertise for the firm. As a result, BCP now has a strong 11 year track record in successfully financing Film & TV projects.

THE IRISH FILM AND TELEVISION INDUSTRY

Ireland’s film and television industry has been one of the success stories of the last decade. The sector has been recognised as strategically important by successive Governments with a stated objective to develop Ireland as a centre of excellence in media production through the development of the film, TV and animation sector.

The commercial and critical acclaim of high profile productions such as *The Favourite*, *Brooklyn*, *Room*, *Star Wars*, *Normal People*, *The Tudors*, *Vikings* and *Game of Thrones*, to name but a few, show the quality of productions emerging from Ireland. These projects highlight, and further enhance, our reputation as a talent pool and commercially friendly place to develop content.

The industry infrastructure has also grown steadily to support the increased output. Ireland is now home to six film studios across Dublin, Galway, Limerick and Wicklow; 24 animation studios and over 22 post production studios.

Infrastructural investment continues with the recent announcement that planning permission has been granted for a new €150 million film studio and media campus near Greystones, Co. Wicklow backed by the Ireland Strategic Infrastructure Fund as well as a €20 million studio in Wexford.

In 2016 the audiovisual sector contributed €1.05 billion in gross added value to the economy and supported 16,930 jobs. The Government’s target under the Creative Ireland Programme is to grow gross added value to €1.4 billion and increase numbers employed by the sector to 24,000*.

This ambition is backed by generous financial support through both the S481 tax credit scheme and direct funding of TG4, Screen Ireland, RTE and Broadcast Authority of Ireland Sound and Vision Fund.

* Department of Culture, Heritage and the Gaeltacht ‘First Progress Report on Implementation of the Audio-visual Action Plan’, 2019

Warning: Past performance is not a reliable guide to future performance.

CAR is Compound Annual Return.

S481 TAX CREDIT SCHEME

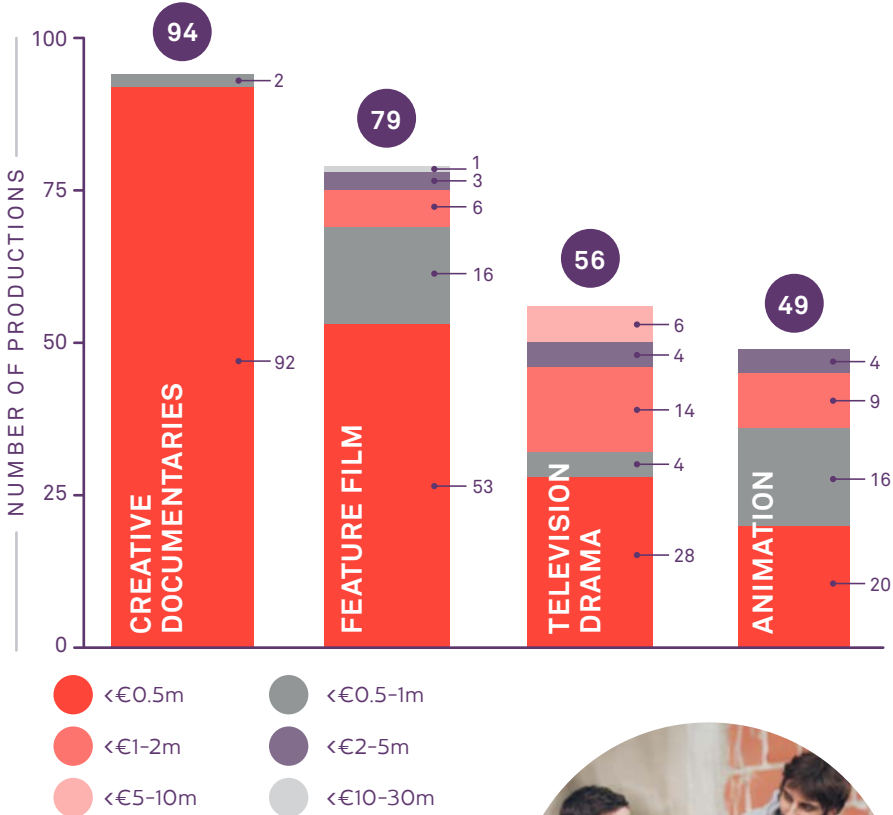
The Irish Government has been incentivising investment in TV and film production for decades. The current incentive scheme was introduced in 2015 and is commonly referred to as Section 481 Relief.

The incentive allows qualifying Producer Companies claim a generous tax credit on qualifying expenditure provided they meet certain criteria. In addition to supporting the general domestic TV and film industry, the S481 also has a core purpose to create a cultural dividend for the State.

Section 481 Relief supports four categories of production – Creative Documentary, Feature Film, Television Drama and Animation. Between 2015 and 2018 qualifying projects benefited to the tune of €273 million from the incentive.

Section 481 Relief has been renewed until 2024 and the Government has indicated its intention to remain committed to the tax credit beyond this date.

S481 productions Recipients per Tax Credit Threshold (2015-18)



Source: PWC report on Section 481 and the Film/TV industry – Insights on the Sectors Contribution to the Irish Economy 2020

CONTENT DEMAND

The number of media outlets requiring content has grown steadily over the last number of years. The entry of streaming services into the market has not only increased content demand but also caused a structural shift in the way content is financed. More and more projects are being pre-sold to streaming services such as NetFlix, Apple TV and



Amazon Prime. This de-risks project sales and drives the delivery of higher quality professional content.

SECTOR EXPERTISE

As previously mentioned, BCP identified the Film & TV sector as an area for structural growth over a decade ago and has developed this as a core area of investment expertise for the firm.

The Irish Film & Television industry is a very specialised sector and we have been working in partnership with the Saffery Champness Media Team (formerly of Grant Thornton) since the

launch of the first innovative BCP Film Finance Scheme in 2015.

The Saffery Champness Media Team are one of the largest providers of financial services to the media sector. The firm's 9 Film and TV partners have combined experience of over 170 years in the sector, and have advised on over 2,000 projects. Saffery Champness was founded in 1855, over 160 years ago.

PROJECTS

The Film Finance Scheme provides short term, flexible loan facilities to fully funded film & television productions to assist them through the various stages of production. This requires a high degree of interaction between Saffery Champness, the scheme adviser, and project production teams. From initial assessment of business plans, to ensuring appropriate collateral is in place and where necessary extending, or early redemption of, facilities.

BCP has provided finance to nearly 60 projects to date, a number of which have been award winning and most of which are currently available on leading subscription platforms and channels including Netflix, Apple TV, Amazon Prime, Disney, RTE and Virgin.

To date none of the projects financed through BCP Film Finance Schemes have defaulted on repaying capital advanced.

As the Irish film and television sector goes from strength to strength, and subscription platforms become more influential, we have seen the quality of projects improve and so too the size of loan facilities extended.

Wolfwalkers is the most recent project funded by the BCP Film Finance Scheme to hit the screens and is a good example of this.



Wolfwalkers, is an animated fantasy adventure feature, directed by Oscar nominated Tomm Moore and Ross Stewart which was released to critical acclaim in October 2020. It is the third instalment of Moore's "Irish Folklore Trilogy". Wolfwalkers, along with the first two instalments "The Secret of Kells" and "The Song of the Sea", all received Oscar nominations for Best Animated Feature.

It was produced by Kilkenny based Cartoon Saloon which is a four-time Academy Award®, Golden Globe®, BAFTA and Emmy nominated animation studio.

Wolfwalkers had a limited theatre release due to COVID restrictions, but the project had already secured financial certainty through a pre-sale with Apple TV where it premiered in December 2020. It was nominated for Best Animation Film at the 2021 Global Globe® Awards and at the 2021 Oscar Academy Awards.

The BCP Film Finance Scheme provided finance of €2,000,000 to Wolfwalkers during its production.



The animation sector is particularly strong in Ireland and an area the Scheme is very active in. The BCP Film Finance Scheme has successfully funded other animated projects such as "Pete the Cat" (Amazon Prime, €1,000,000 finance) and "Dorg Van Dango" (RTE/Nickelodeon, €800,000 finance).

Outside of animation, other notable BCP financed projects include Brain on Fire, The Kings Choice, Black 47, Close, Young Offenders, Can't Cope Won't Cope, Hole in the Ground, Gaza, Darklands and Klondike.



Due to the short term nature of film financing it is important to have a continuous pipeline of new projects to replace those coming out of production. BCP and Saffery Champness have a pipeline of over €5,000,000 in potential new projects which meet our criteria and require funding.



BCP FILM FINANCE SCHEME 3

The BCP Film Finance Scheme 3 aims to build on the success of previous schemes by providing strategic lending to fully financed film and television projects in Ireland and the UK.

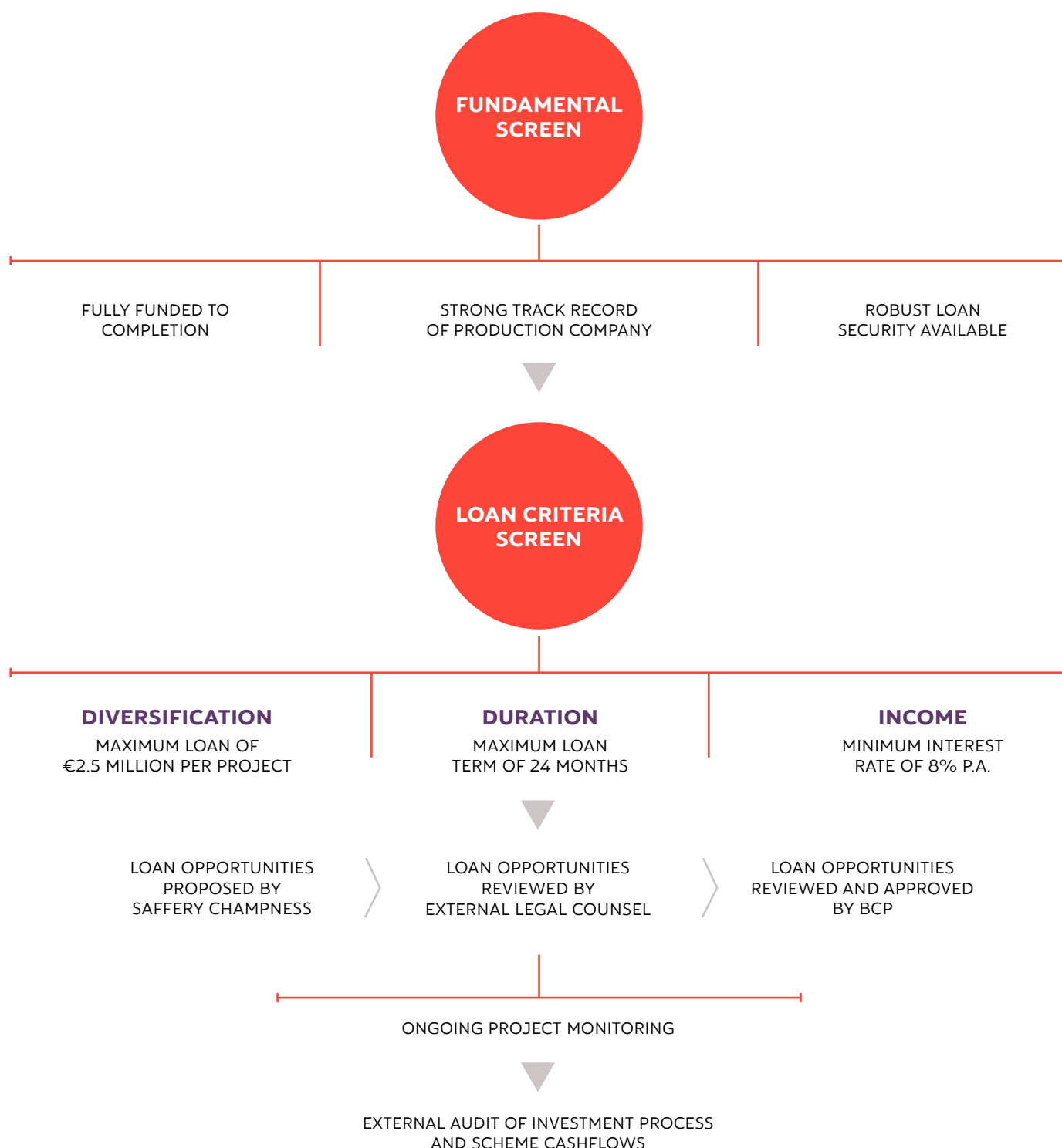
Investors will be paid a coupon based upon the returns earned and the cashflows of the

Scheme. The level of coupon payable will be determined by BCP. The targeted coupon is 5% to 6% a year on average. In certain circumstances it may be possible to declare an interim coupon during the year depending on the performance and cashflows of the Scheme.

BCP and Saffery Champness have established a robust, multi-layered investment process with strict investment criteria. This is specifically designed to reduce risk to investors and includes the following:

- Projects must be fully funded
- Production companies must have a strong and proven track record
- Projects must be proposed by Saffery Champness Media Team and approved by BCP
- Maximum loan for any one project is €2.5 million
- Maximum loan term is 24 months
- Minimum loan interest is 8% a year

MULTI LAYERED INVESTMENT SCREENING PROCESS



Warning: The value of your Investment may go down as well as up. You may get back less than you put in.

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

Warning: If you encash your investment before May 2024, there may be insufficient cash to meet your early exit request.

Warning: The income you get from this Investment may go down as well as up.

KEY FEATURES

MANAGEMENT OF THE SCHEME

BCP Asset Management will manage the placement of funds into appropriate projects as well as the client account in which investor’s funds will be held.

BCP will appoint professional service providers as required to ensure the continued compliant operation of the scheme within the terms of the mandate. These will include obtaining legal opinions and appointing an independent auditor to provide an audit of the Scheme to assess compliance with the terms of the Investment Mandate and the correct application of all payments into and out of each investor’s BCP account and the overall bank account.

PROFESSIONAL SERVICES

BCP will appoint professional service providers as required to ensure the continued compliant operation of the Scheme within the terms of the mandate. These providers will include the provision of appropriate lending opportunities, independent audit and legal opinion where required.

PROFESSIONAL FINANCIAL ADVICE

Before committing to this investment, it is important that investors should consult their professional, financial and taxation advisors, and have regard to the risks involved, their own financial circumstances and their tax position. Please also note that interest rates, current tax and pensions legislation may change during the term of the investment.

KEY RISKS

RISK	RISK MANAGEMENT
Production is not completed	A full review of all insurances which are in place is carried out in advance of any loan facility being offered. Ongoing monitoring of each project will also be undertaken, with the power to replace production personnel if required.
Loan Not Repaid at Redemption date	Loan security enforced and the Finance Scheme either takes ownership of the distribution rights, the bank account attaching to the production or an assignment over the contractual payment from the purchasing network.
Number of Projects available not sufficient to generate the required return	BCP and Saffery Champness have a pipeline of borrowing requirements. It is expected that loan demand will continue sufficiently in order to achieve the conservative target return of 5% – 6% per annum.
Security over Capital Sum	Funds are held in client accounts within BCP.
Available cash maybe insufficient to meet early exit request	A 3-month notice is required for any early exit requests to allow BCP to raise funds from new investors.

Warning: The BCP Film Finance Scheme 3 is not regulated by the Central Bank of Ireland and as such it does not benefit from any investor compensation Scheme nor the Central Bank of Ireland’s Client Asset Regulations. Whilst a complaint may be referred to the Financial Services and Pensions Ombudsman (‘FSPO’) as the product is unregulated there is no guarantee the FSPO will be able to accept it.

TARGET MARKET ASSESSMENT / IS THIS BOND RIGHT FOR YOU?

When designing an investment product BCP spend a considerable amount of time ensuring the product features closely match the investment requirements of the target market we are distributing to.

Below we have provided a simple checklist of product features that we encourage all investors to review, alongside their financial advisor, in order to ensure the product accurately meets an individual's demands and that the product is appropriate for their specific investment needs. The below checklist should be reviewed in conjunction with the entirety of the product brochure.



INSIDE THE TARGET MARKET

- You have read the brochure and you understand how this investment works
- You have a minimum amount of €20,000 to invest
- You are willing to invest for a period of up to 2 years and 9 months
- You are seeking a targeted return of 5% to 6% per annum net of fees and are prepared to risk losing some or all of your investment
- You understand that the return of capital at maturity is based on the ability of the Borrower to repay, if the Borrower was to default, you will lose some or all of your investment and unpaid income
- You have some knowledge of, and experience in, investments which allows you to understand the risks associated with this investment

OUTSIDE THE TARGET MARKET

- You do not understand how this investment works
- You are not willing to risk any capital
- You have not read the warnings and risk disclosures in the brochure
- You do not have sufficient knowledge of or experience in investments to understand the risks associated with the investment
- You are not willing to accept the risks associated with the investment
- You are looking for a regulated investment and or one which qualifies for an investor compensation scheme

FEE STRUCTURE

BCP will receive a fee of 1.4% for the design, distribution and marketing of the Scheme. A fee of 2.1% is payable to your intermediary. This fee is payable to BCP if you do not deal with us through an intermediary. 100% of your initial investment amount will be invested in the Film Finance Scheme 3.

The following fees will also be payable by the Scheme on an annual basis:

Investment Management Fee	1% per annum
Intermediary Renewal Commission	0.5% per annum
Custody & Administration Fee	0.8% per annum
Professional Service Fees	Shall not exceed 5% per annum



Please note that the target annual return of 5% - 6% over the term is net of all fees and charges as quoted above.

DO I HAVE ACCESS TO MY INVESTMENT

There is an early exit opportunity at the end of April each year. In order to access your investment written instruction must be received by BCP no later than 3 months in advance of the anniversary date. BCP will receive an administration fee of 0.5% of the unwind value (subject to a minimum fee of €100).

Early exit from your investment is subject to the Scheme having sufficient liquid funds available.

WHAT ABOUT TAX

Income will accrue to individual investors on an arising basis. Individual taxpayer investors will be assessed to tax under Schedule D Case III.

Income is liable to income tax, USC and PRSI at marginal rates (if applicable). Independent tax advice should be sought. Under current legislation,

investments through qualifying pension products, ARFs, AMRFs, SSAPs and PRBs are exempt from tax; however, any payment of benefits or withdrawals from these structures are subject to tax in line with Revenue rules.

ARF is Approved Retirement Fund, AMRF is Approved Minimum Retirement Fund, SSAP is Small Self Administered Pension & PRB is Personal Retirement Bond.

BCP

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INVESTMENT MANDATE AND APPLICATION FORM

Application Form

INVESTMENT MANDATE

PLEASE COMPLETE BELOW FOR PERSONAL INVESTORS

First Investor Name:

Second Investor Name:

Address:

FOR A CORPORATE/PENSION PLEASE COMPLETE BELOW

Company/Pension Fund Name:

Company Registration Number:

Address:

To: B.C.P. ASSET MANAGEMENT DAC a company incorporated in Ireland (with company registration number: 92930) having its registered office at 71 Upper Leeson Street, Dublin, DO4 XK68 ("BCP").

[I] / [We] hereby agree to place monies in the amount of € _____ (the "Investment Monies") with BCP for the BCP Film Finance Scheme 3.

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 3") under which [I] / [we] will along with other investors provide (through BCP) short term bridging 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: **05731-091**
 Sort Code: **93-12-33**
 IBAN: **IE72 AIBK 9312 3305 7310 91**
 Swift/BIC: **AIBKIE2D**

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**.

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 €2.5 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 3.

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 3 as detailed in the BCP Film Finance Scheme 3 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 You may access your investment at the end of April each year with 3 months notice provided by the Investor. 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 for the full target term of 2 years and 9 months.
- 6.2 In order to access your investment written instruction must be received by BCP no later than 3 months in advance of the anniversary date of 30th April.
- 6.3 BCP will receive an administration fee of 0.5% of the unwind value (subject to minimum fee of €100) if you withdraw your investment before the expected maturity date.
- 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 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.
- 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 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 3

- 11.1 BCP shall be entitled to terminate (a "Termination") the Film Finance Scheme 3 if (in its opinion) the Film Finance Scheme 3 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.

"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.

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. For payments by draft please provide a second form of separate address verification. Please note this applies to existing as well as new clients. Additional documentation will be required for corporate, pension and charitable organisation applicants.

APPLICATION FORM

INVESTMENT ADVICE

Have you received investment advice with respect to this investment?

Yes

☐

No

☐

FIRST INVESTOR

EMPLOYMENT STATUS:

(please tick one)

Employed

☐

Self Employed

☐

Not Employed

☐

Retired

☐

If you are Employed or Retired please confirm:

Name of Employer or former Employer

What is/was your role/ occupation

What is/was the nature of your Employers/ former Employers business

If you are Self Employed please confirm:

Please provide a brief description of your business activities

Please detail the country or countries where at least 20% of turnover originates

Your website (if applicable)

SECOND INVESTOR

EMPLOYMENT STATUS:

(please tick one)

Employed

☐

Self Employed

☐

Not Employed

☐

Retired

☐

If you are Employed or Retired please confirm:

Name of Employer or former Employer

What is/was your role/ occupation

What is/was the nature of your Employers/ former Employers business

If you are Self Employed please confirm:

Please provide a brief description of your business activities

Please detail the country or countries where at least 20% of turnover originates

Your website (if applicable)

FOR CORPORATES AND CHARITIES

Please complete for Corporates and Charities:

Please provide a brief description of your business activities

Please detail the country or countries where at least 20% of turnover originates

Your website (if applicable)

SOURCE OR WEALTH & FUNDS

SOURCE OF WEALTH

<input type="checkbox"/>	Income from Employment	<input type="checkbox"/>	Sale of Asset
<input type="checkbox"/>	Gift/Inheritance	<input type="checkbox"/>	Bonus
<input type="checkbox"/>	Savings/Reinvestment	<input type="checkbox"/>	Retirement Lump Sum

SOURCE OF FUNDS

<input type="checkbox"/>	New investment from existing funds	<input type="checkbox"/>	Encashment of another product
<input type="checkbox"/>	Reinvestment from BCP product	<input type="checkbox"/>	Bonus
<input type="checkbox"/>	Other (please provide details)		

PAYMENT BY: Personal Cheque ☐ Bank Draft ☐ Credit Union Draft ☐ EFT ☐

If payment by EFT or Bank Draft/Credit Union Draft, please complete below for originating bank account:

Bank/Building Society/ Credit Union Name	<input type="text"/>	Location of Bank Account	<input type="text"/>
Account Name	<input type="text"/>	IBAN	<input type="text"/>

Is the applicant the beneficiary and controller of these investment funds? Yes ☐ No ☐

If **No** please provide the name of the Beneficial Owner/Controller and relationship to you:

<input type="text"/>
<input type="text"/>
<input type="text"/>

POLITICALLY EXPOSED PERSON (PEP), RELATIVE OR CLOSE ASSOCIATE (RCA) OF A PEP AND OTHER PERSONS OF INFLUENCE

Are you or any of the Beneficiaries, Trustees, Settlers, Appointers or in the case of a Company Owner, Director, Beneficial Owner (or have been within the last 12 months), a PEP or RCA of a PEP? Is the applicant the beneficiary and controller of these investment funds? Yes ☐ No ☐

Do you or any of the Beneficiaries, Trustees, Settlers, Appointers or in the case of a Company Owner, Director, Beneficial Owner hold a prominent position or enjoy a high public profile? Yes ☐ No ☐

Are you or any of the Beneficiaries, Trustees, Settlers, Appointers or in the case of a Company Owner, Director, Beneficial Owner involved in political lobbying? Yes ☐ No ☐

If you have answered Yes to any question, please complete the PEP, RCA and Other Persons of Influence Supplementary Form.

An explanation of these terms is provided in Supplementary Form (page 20-22).

SIGNATURES

IN WITNESS WHEREOF this Investment Mandate has been duly executed as a deed on _____ 2021

WHERE THE INVESTOR IS AN IRISH RESIDENT INDIVIDUAL

SIGNED AND DELIVERED
AS A DEED BY:

Insert name of First Investor

Insert name of Second Investor

Signature of First Investor

Signature of Second Investor

IN THE PRESENCE OF:
SIGNATURE OF WITNESS

ADDRESS OF WITNESS

OR WHERE THE INVESTOR IS AN IRISH INCORPORATED COMPANY/PENSION FUND INVESTOR

Insert name of investor company/pension fund investor

Name of Director/Signatory

Name of Director/Signatory

Signed by Director/Signatory

Signed by Director/Signatory

IN THE PRESENCE OF:
SIGNATURE OF WITNESS

ADDRESS OF WITNESS

INTERMEDIARY DECLARATION

NAME OF INTERMEDIARY FIRM:

CLIENT MET FACE TO FACE?

Yes

☐

No

☐

DOES YOUR CLIENT MEET ALL OF THE TARGET MARKET CRITERIA
OUTLINED IN THE BROCHURE FOR THIS INVESTMENT?

Yes

☐

No

☐

(Please tick
where applicable)

If you have answered 'No' please explain the reason(s):

I hereby confirm that I have provided investment advice to my client with respect to this investment.

SIGNATURE

DATE

NAME

POSITION

For and on behalf of the Intermediary.

BCP

GIVEN UNDER THE COMMON SEAL
OF: BCP ASSET MANAGEMENT DAC

Signed by Director

Signed by Director

IN THE PRESENCE OF:

SIGNATURE OF WITNESS

ADDRESS OF WITNESS

Warning: The value of your Investment may go down as well as up. You may get back less than you put in.

Warning: You may lose some or all of the Investment Monies.

Warning: If you encash your investment before May 2024, there may be insufficient cash to meet your early exit request.

Warning: The income you get from your Investment may go down as well as up.



POLITICALLY EXPOSED PERSON (PEP) OR RELATIVE OR CLOSE ASSOCIATE (RCA) OF A PEP AND OTHER PERSONS OF INFLUENCE

A INVESTOR DETAILS

We are obliged under AML legislation to identify PEPs, RCAs and other Persons of Influence.

APPLICANT A:

APPLICANT B:

B PEP\RCA STATUS

An explanation of PEP and RCA is detailed overleaf

Are you or any of the Beneficiaries, Trustees, Settlers, Appointers or in the case of a Company Owner, Director, Beneficial Owner (or have been within the last 12 months), a PEP or Relative or Close Associate of a PEP?

Yes

No

I/We am/are a PEP:

Yes

No

If you have answered **Yes**, please provide the details of the prominent public function you perform:

I/We am/are a Relative or Close Associate of a PEP:

Yes

No

If you have answered **Yes**, please complete below:

Relationship to PEP:

Name of PEP:

Prominent public function performed by the PEP:

C OTHER PERSONS OF INFLUENCE

Do you or any of the Beneficiaries, Trustees, Settlers, Appointers or in the case of a Company Owner, Director, Beneficial Owner **hold a prominent position or enjoy a high public profile?**

Yes

No

If you have answered **Yes** please confirm:

Name of the person who holds the prominent position

Please confirm the prominent position held:

A Senior local or regional public official with the ability to influence the awarding of public contracts

Yes

No

A decision making member of a high profile sporting body

Yes

No

An individual that is known to influence the government and other senior decision makers

Yes

No

Another prominent position (please specify)

Are you or any of the Beneficiaries, Trustees, Settlers, Appointers or in the case of a Company Owner, Director, Beneficial Owner **involved in political lobbying?**

Yes

No

If you have answered **Yes** please confirm

Name of the person involved in political lobbying

Name of the relevant political lobbying entity

D **ROLE DETAILS****Role Options : Beneficiary, Trustee, Settlor, Appointer, Company Owner, Director, Beneficial Owner**

For each person for whom you have answered yes to the above question, please complete the following:

ROLE	FIRST NAME	LAST NAME	ADDRESS

Please sign and date.

SIGNATURE A:

DATE:

SIGNATURE B:

DATE:

For and on behalf of applicant

INFORMATION NOTE**Who is a Politically Exposed Person (PEP)?**

A "politically exposed person" means any individual, who currently is, or has at any time in the past 12 months, been entrusted with a prominent public function and performs one of the following roles:

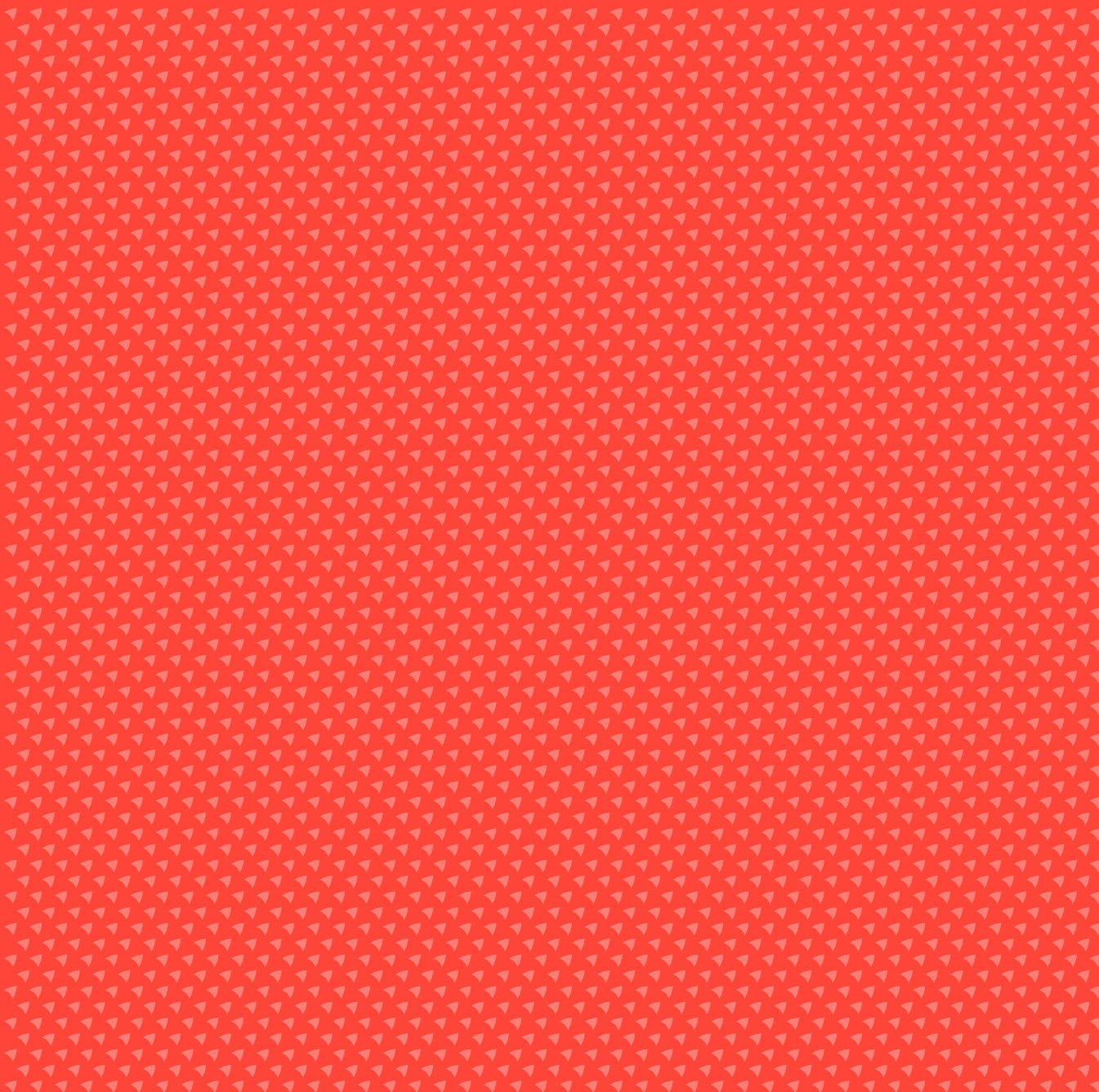
- (A) A member of a parliament/member of a legislature or equivalent
- (B) A member of a Supreme Court, Constitutional Court or any other high level judicial body which passes non-appealable verdicts (except in exceptional circumstances)
- (C) A member of a court of auditors or the board of a central bank
- (D) An ambassador, charge d'affairs or high ranking officer in the armed forces
- (E) A member of the administrative, management or supervisory body of a state owned enterprise

Who is a Relative?

- (A) Any spouse of the Politically Exposed Person
- (B) Any person who is considered to be a common law spouse of the politically exposed person under law
- (C) A child of the politically exposed person
- (D) Any spouse of the child of a politically exposed person
- (E) Any parent of the politically exposed person
- (F) Any other family member of the politically exposed person who is of a prescribed class set out by the Department of Finance

Who is a Close Associate?

- (A) Any individual who has a joint beneficial ownership of a legal entity or legal arrangement, or any other close business relations with the politically exposed person
- (B) Any individual who has a sole beneficial ownership of a legal entity or legal arrangement set up for the actual benefit of the politically exposed person



The BCP Film Finance Scheme 3 is not regulated by the Central Bank of Ireland.