

BCP

Invest with confidence



BCP / Itau 5 Year Deposit (Issue 2)

0.40% AER
5 Year Term Deposit

OVERVIEW

- 5 Year Deposit (Issue 2) which pays 0.40% AER
- Deposit with Capital Security at maturity from Itau BBA International plc (IBBAInt)
- 1.0% Fixed Deposit Interest paid out at the end of year 1 and 0.25% at the end of years 2 to 5
- IBBAInt is the London-based subsidiary of Itaú Unibanco Holding S.A. (“Itaú Unibanco”) and is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (United Kingdom)
- Itaú Unibanco’s market cap is €42bn; with around 95,000 employees and operations throughout Europe, North America and South America
- Itaú Unibanco was established 96 years ago
- IBBAInt has a deposit credit rating of A3 from Moody’s with a Stable outlook
- Deposit Interest paid out to depositors in December each year
- Available to Credit Unions, Pensions, Individuals, Charities, Corporates, Religious Orders and Friendly Societies
- Minimum Investment €500,000 for Credit Unions and €100,000 for other investors
- Closing Date 16th December 2020

This product is a permitted investment under the Central Bank of Ireland’s credit union handbook.

Warning: If you invest in this product you will not have any access to your money for 5 Years. Warning: If Itau BBA International plc were to default, you could lose some or all of your investment and potential interest.

AER is Annual Equivalent Rate.

KEY FEATURES

HOW THE DEPOSIT WORKS

The product producer of the BCP / Itau 5 Year Deposit (Issue 2) (the "Deposit") is BCP Asset Management DAC, 71 Upper Leeson Street, Dublin 4, D04 XK68.

Funds are placed in a fixed term deposit account at Itau BBA International plc (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 21st March, 21st June, 21st September and 21st December each year. This Deposit Interest will be held in a BCP pooled Client Asset account (funds held with AIB plc) and passed on to Depositors by BCP within 10 working days of 21st December each year.

→ 1.0% Fixed Deposit Interest paid out at the end of year 1 and 0.25% at the end of years 2 to 5.

SUITABILITY

The BCP / Itau 5 Year Deposit (Issue 2) is not suitable for investors who require access to their capital before the maturity date on 22nd December 2025. This investment is suitable for investors seeking annual income, 100% capital security at maturity, and an investment term of 5 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 total interest of 1.0% in year 1 and 0.25% in years 2 to 5. 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 Guarantee Scheme.

CREDIT RATING FOR ITAU BBA INTERNATIONAL PLC

Investors will be exposed to the creditworthiness of Itau BBA International plc ('IBBAInt'). The insolvency of IBBAInt may lead to a partial or total loss of your investment. 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) are prevented from providing any service as a result of industrial action, power failure, change in laws or regulations, or other cause beyond the reasonable

control of BCP, the Bank or their agent(s). For full details please refer to Section 13 in the Terms and Conditions on page 8.

	MOODY'S
Credit Rating	A3
Outlook	Stable

Source: Bloomberg as at November 2020.

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DO I HAVE ACCESS TO MY INVESTMENT?

No withdrawals may be made from the BCP / Itau 5 Year Deposit (Issue 2) before the maturity date on 22nd December 2025.

WHAT ABOUT TAX?

As provided for in Finance Act 2016, the rate of DIRT applying to the gross interest earned on the Deposit from 2020 onwards will be 33%, where applicable. Irish resident corporate investors will be taxable on any Interest earned at 25%. Tax exempt investors including Credit Unions, Religious Orders, Charities, Pensions, and Friendly Societies, will be paid gross and will not

be subject to tax on any interest earned (please see DIRT Exemption Form for Credit Unions on page 7). Personal and Corporate investors will receive interest gross without deduction of tax but will have to pay any tax due via their tax returns. Depositors should satisfy themselves in relation to Revenue reporting requirements and the implications of non-disclosure.

WHERE DOES MY INVESTMENT IN THE BCP / ITAU 5 YEAR DEPOSIT (ISSUE 2) GO?

The paragraph below displays how the investment is structured for a hypothetical €1,000,000 investor. The BCP / Itau 5 Year Deposit (Issue 2) 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 Year Term. This Deposit offers fixed deposit interest of 1.0% in year 1 and 0.25% in years 2 to 5, which is paid out to depositors in December each year. BCP will receive an initial fee of 0.35% or €3,500 for the distribution, marketing

and administration of the Deposit throughout the 5 Year term equivalent to 0.07% per annum. An initial fee of 0.35% or €3,500 is payable to your intermediary equivalent to 0.07% per annum for the 5 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.

NO COOLING OFF PERIOD

You have no right to cancel your application to invest in the deposit once your signed application is received by BCP. This is regardless of whether BCP has received funds at that time or not and regardless of whether the original

application has been received or it is received in electronic form. If BCP has not received funds with the application, you are obliged to send these to BCP by the closing date.



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. Warning: If Itau BBA International plc were to default, you could lose some or all of your investment and potential interest.

APPLICATION FORM

This application form is for Credit Unions use only. All other Investors must use the BCP Generic Application Form.

We hereby apply for the BCP / Itau 5 Year Deposit (Issue 2) as follows:

PLEASE COMPLETE IN BLOCK CAPITALS

Investment advice was provided by: Retained Advisor _____ (Firm Name) Intermediary BCP

Name of Applicant:

Address to which any correspondence to be sent:

Central Bank Registered CU Number:

Contact Person:

Telephone:

Email:

(Required)

Source of Funds:

New investment from existing funds Reinvestment from BCP product Encashment of another product

Payment by: Cheque: Bank Draft: EFT:

For payment by Bank Draft and EFT please provide source of funds details below:

Bank/Building Society/Credit Union Name:

Account Name:

Account Number:

Sort Code:

IBAN:

INVESTMENT AMOUNT

BCP / Itau 5 Year Deposit (Issue 2) €

(Minimum €500,000 for Credit Unions and €100,000 for other investors; increments of €50,000)

BCP Electronic Funds Transfer (EFT) Details:

Bank Name: AIB

Bank Address: 100 Grafton St. Dublin 2

Account Number: 03623-969

Account Name: BCP Asset Management DAC Client Asset Account

Sort Code: 93-12-33

BIC Code: AIBKIE2D

IBAN No.: IE23 AIBK 9312 3303 6239 69

Warning: If you invest in this product you will not have any access to your money for 5 Years.

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 / Itau 5 Year Deposit (Issue 2) 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 21st December 2020.

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 Year Term.

I/We consent to my/our information being used by BCP Asset Management DAC to provide information on new business opportunities.

Tick box if applicable



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

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 vespro.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.

I/We confirm that where we have provided personal data in respect of an officer, director or employee I/we have obtained their consent for providing this information to BCP.

I/We confirm that there is no beneficial owner with a 25%+ interest in the Credit Union.

Signed (two authorised signatories must sign as per Mandate below):

SIGNATURE (A):

on behalf of the Applicant

Date:

SIGNATURE (B):

on behalf of the Applicant

Date:

Email address for vespro.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 Years.

MANDATE FOR THE INVESTMENT

At a meeting of the Directors duly convened and held on the _____ day of _____ 2020 the following resolution was passed.

"Resolved that (insert applicant name): _____ should invest; €_____ in the BCP / Itau 5 Year Deposit (Issue 2) 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

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

SIGNATURE:

(Authorised Signatory)

Print Name:

Director/Secretary* *(Delete as appropriate)*

Date:

* Mandatory

DIRT EXEMPTION FORM FOR CREDIT UNIONS

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).

SIGNATURE:

(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 / Itau 5 Year Deposit (Issue 2).
- 1.2 'the Deposit' means the BCP / Itau 5 Year Deposit (Issue 2).
- 1.3 The 'Term' means the duration of the Deposit which is placed in a Fixed Term Deposit with the Bank, commencing on 21st December 2020 and maturing on 22nd December 2025.
- 1.4 'Deposit Interest' is the gross interest payable in accordance with Section 8 below.
- 1.5 The 'Bank' means Itau BBA International plc (IBBAInt), the London-based subsidiary of Itaú Unibanco Holding S.A. ("Itaú Unibanco") 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 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.

3. CLIENT ORDER EXECUTION POLICY B

Client orders to BCP may be in writing, by email or by telephone. Orders will be prioritised according to the date and time they are recorded on the Firm's administration system; orders are recorded in the order they are received. Documentation (including that required to comply with BCP's Anti-Money laundering policy) can be transmitted to BCP at a date which is after the date that the client order is recorded.

4. YOUR INVESTMENT

- 4.1 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.

5. AVAILABILITY

- 5.1 The closing date for applications is 16th December 2020, or earlier if fully subscribed (the 'Closing Date').
- 5.2 The minimum investment is €500,000 for Credit Unions and €100,000 for other investors.
- 5.3 The BCP / Itau 5 Year Deposit (Issue 2) is available to Credit Unions, Charities, Pensions, Religious Orders, Friendly Societies, Corporates and Individuals who are aged 18 or over investing on their own behalf.

6. COOLING OFF PERIOD

- 6.1 You have no right to cancel your application to invest in the deposit once your signed application is received by BCP. This is regardless of whether BCP has received funds at that time or not and regardless of whether the original application has been received or it is received in electronic form. If BCP has not received funds with the application, you are obliged to send these to BCP by the closing date.
- 6.2 BCP reserves the right, at its sole discretion, not to proceed with the deposit at any time up to and including the Start Date. Circumstances leading to this cancellation include but are not limited to total funds from Depositors at the Closing Date being considered insufficient, hedging conditions being adverse or BCP not being in a position to meet any obligation that the counterparty may require. In these or other circumstances

considered reasonable by BCP, the deposit shall not commence and your investment amount will be returned to you in full without interest.

7. WITHDRAWALS

Depositors in the BCP / Itau 5 Year Deposit (Issue 2) will have no access to their capital before the end of the 5 Year Term.

8. DEPOSIT INTEREST

The Deposit Interest payable on the BCP / Itau 5 Year Deposit (Issue 2) will be 1.0% fixed interest in year 1 and 0.25% in years 2 to 5. The Deposit Interest earned will be paid to BCP within 5 working days of 21st March, 21st June, 21st September and 21st December each year. This Deposit Interest will be held in a BCP pooled Client Asset account (funds held with AIB plc) and passed on to Depositors by BCP within 10 working days of 21st December each year.

9. 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.

10. 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.

11. 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.

12. 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 BCP in relation to 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.

13. OPERATION OF THE BCP / ITAU 5 YEAR DEPOSIT (ISSUE 2)

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) are prevented from providing any service as a result of industrial action, power failure, change in laws or regulations, or other cause beyond the reasonable control of BCP, the Bank or their agent(s). The above includes scenarios whereby there is (a) no withdrawal agreement between the United Kingdom and the European Union or (b) a withdrawal agreement is reached between the United Kingdom and the European Union but, in the case of scenarios (a) or (b), the outcome of either such scenario has the effect that the Deposit is held by an entity in contravention of laws or regulations applying to Irish Credit Unions. Should this occur and should the Central Bank of Ireland not facilitate transitional arrangements to enable Credit Unions to hold the Deposit and other similar deposits to maturity, the Bank may

repay the Deposit before the maturity date for an amount that may be more or less than the initial amount invested. It is your responsibility to take appropriate measures to identify, monitor and mitigate potential Brexit associated risks. 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 not reviewed this brochure. In the event of any default you must contact BCP in whose name the deposit is held or in the event of BCP's insolvency the liquidator or other appointed insolvency practitioner.

14. 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 14. 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.

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.

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. Your 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.

15. CANCELLATION

If total funds received from depositors at the Closing Date are deemed to be insufficient, hedging conditions are adverse or BCP is not in a position to meet any obligations that the counterparty may require, BCP reserves the right not to proceed with this product and to repay depositors.

16. 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.

17. 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 / Itau 5 Year Deposit (Issue 2), you agree that any dispute may be resolved by the courts of Ireland. If there is a conflict between these terms and conditions and the terms and conditions in the Bank's Deposit Confirmation then the terms and conditions in the Deposit Confirmation shall have supremacy.

18. DEPOSIT GUARANTEE SCHEME

Your investment is not covered by any Deposit Guarantee Scheme.

19. TAX/ACCOUNTING

The Bank is not offering (and has not provided) any tax or accounting or other 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.



