

# BCP

Invest with confidence



## BCP / Societe Generale 2.51% AER 18 Month Deposit (Issue 2)

*This is marketing material*



## OVERVIEW

- 3.80% Fixed deposit interest paid out at the end of 18 months
- Deposit with Capital Security at maturity from Societe Generale
- Liquidity available in normal market and funding conditions (capital security does not apply and subject to an administration charge)
- Societe Generale is one of Europe's largest retail banks with a Market Capitalisation of €21.78 billion
- Societe Generale Deposit Credit Rating is A (S&P)
- Available to Credit Unions, Charities, Pensions, Corporates, Religious Orders, Friendly Societies and Individuals
- Minimum Investment is €250,000 for Credit Unions; €100,000 for Corporates, Charities, Pensions, Religious Orders and Friendly Societies; and €50,000 for Individuals
- Closing Date 26th September 2023

**Warning: If you withdraw before 31st March 2025, capital security will not apply to the portion of your investment being withdrawn. The withdrawal value may be more or less than the capital secure amount and you may lose some or all of the money you invest. Liquidity is only available in normal market and funding conditions. Warning: If Societe Generale were to default, you could lose some or all of your investment and potential interest. Warning: Your investment is not covered by any Deposit Guarantee Scheme.**

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

***This is marketing material.***

AER is Annual Equivalent Rate.

## KEY FEATURES

### HOW THE DEPOSIT WORKS

The product producer of the BCP / Societe Generale 2.51% AER 18 Month Deposit (Issue 2) (the "Deposit") is BCP Asset Management DAC, 71 Upper Leeson Street, Dublin 4, DO4 XK68.

Funds are placed in a fixed term deposit account at Societe Generale (the "Bank"), in the name of BCP. This

account is an Omnibus Client Asset account in the name of BCP. The Deposit Interest earned will be paid to BCP on 31st March 2025 and passed on to Depositors by BCP.

→ 3.80% Fixed deposit interest paid out at the end of 18 months.

### SUITABILITY

The BCP / Societe Generale 2.51% AER 18 Month Deposit (Issue 2) is suitable for investors who intend to invest for the full 18 month investment term. This investment is suitable for investors seeking a fixed income, 100% capital security at maturity, and an investment term of 18 months. Prior to the transfer

of funds to the Bank and at maturity, investments will be held in a BCP Omnibus 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 Guarantee Scheme.

### SOCIETE GENERALE CREDIT RATINGS

Investors will be exposed to the creditworthiness of Societe Generale. The insolvency of Societe Generale may lead to a partial or total loss of your investment.

Societe Generale is a French credit institution (bank) that is authorised and supervised by the European Central Bank (ECB) and the Autorité de Contrôle

Prudential et de Résolution (ACPR) (the French Prudential Control and Resolution Authority) and regulated by the Autorité des marchés financiers (the French financial markets regulator) (AMF). The registered office is 29 Boulevard Haussmann, 75009 Paris, France.

	S&P	FITCH	MOODY'S
<b>Credit Ratings</b>	A	A	A1
<b>Outlook</b>	Stable	Positive	Stable

Source: Bloomberg as at August 2023.

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## DO I HAVE ACCESS TO MY INVESTMENT?

Societe Generale will provide liquidity during the investment term, subject to it being satisfied that normal market and funding conditions prevail. There is no guarantee liquidity will be available at the time you wish to withdraw.

Societe Generale will determine the market value of the early withdrawal in a commercially reasonable manner, taking into account any costs incurred by Societe Generale as a result of the early withdrawal. The market value may be more or less than the capital protected amount and is subject to a minimum withdrawal amount equal to €50,000.

Deductions for fees and charges are not made uniformly throughout the life of

the Deposit, but are loaded onto the early period. If you withdraw from the Deposit in the early period this will impact on the value you will receive. The Deposit provides 100% capital security at maturity, if a withdrawal is processed before the maturity date capital security does not apply.

A 0.25% (or €625 for a withdrawal of €250,000) administration charge (subject to €250 minimum) payable to BCP will apply to the full realised market value (which may be more or less than the capital secure amount) of any early withdrawal from this investment.

## WHAT ABOUT TAX?

The current rate of DIRT applying to the gross interest earned on the Deposit is 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. Personal and Corporate investors will receive interest gross

without deduction of tax but will have to pay any tax due via their tax returns. 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. Depositors should satisfy themselves in relation to Revenue reporting requirements and the implications of non-disclosure.

## WHERE DOES MY INVESTMENT IN THE BCP / SOCIETE GENERALE 2.51% AER 18 MONTH DEPOSIT (ISSUE 2) GO?

The paragraph below displays how the investment is structured for a hypothetical €250,000 investor. The BCP / Societe Generale 2.51% AER 18 Month Deposit (Issue 2) provides 100% Deposit Performance by placing 100% or €250,000 of your investment amount on deposit. This amount will remain at 100% or €250,000 throughout the 18 Month Term. This Deposit offers fixed deposit interest of 3.80% at the end of 18 months. BCP will receive an initial fee of 1.00% or €2,500 for the regulatory costs, distribution, marketing and administration of the Deposit throughout the 18 Month Term equivalent to 0.67% per annum. An initial fee of 0.50% or €1,250 is payable to your intermediary equivalent to

0.33% per annum for the 18 month term; this is payable to BCP if you do not deal with us through an intermediary. In addition to this commission we may receive from or provide to our counterparties and/or intermediaries minor non-monetary benefits which may arise in the normal course of business (e.g. attendance at training, conferences or off-site meetings that may include a minor sustenance). 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 the funds to BCP by the closing date. A cooling off will apply if your investment is subject to the provisions of the Distance Marketing Regulations.



**IMPORTANT NOTE:** Investments will be held by the Bank as deposits in an omnibus client asset account 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.

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## WHAT ARE THE RISKS INVOLVED IN THE DEPOSIT?

### COUNTERPARTY/ CREDIT RISK

Your capital is exposed to the credit risk of Societe Generale. In the event that Societe Generale fails to meet its liabilities, you could lose some or all of

your investment and potential interest. The Deposit is not covered by the Deposit Guarantee Scheme (DGS).

### CONCENTRATION RISK

Your investment in the Deposit should only be considered as part of your overall investment portfolio. You should not put all, nor a large part, of the

money you have available for investment into any one product, or with any one counterparty.

### LIQUIDITY RISK

Societe Generale aims to provide liquidity during the investment term, however, certain exceptional market and funding circumstances may have a negative impact on the Bank's ability to provide liquidity. Extreme adverse conditions may even render the Deposit

entirely illiquid, which may make it impossible to withdraw before the maturity date. It is envisaged that investors will hold the Deposit for the full 18 Month Term and all investors should consider the term before investing.

### EARLY WITHDRAWAL RISK

If the Deposit is withdrawn before the maturity date then the value of the Deposit may be less than the capital secure amount and the investor may

lose some or all of the invested amount. An administration charge will apply to an early withdrawal.

### INFLATION RISK

Any inflation during the term of the Deposit will reduce the real value of your investment over time.

#### IMPORTANT DATES

<b>Closing Date:</b>	26th September 2023
<b>Deposit Start Date:</b>	29th September 2023
<b>Maturity Date:</b>	31st March 2025

# APPLICATION FORM

This application form is for Credit Unions use only. All other Investors must use the relevant BCP Application Form available on our website [www.bcp.ie](http://www.bcp.ie).

We hereby apply for the BCP / Societe Generale 2.51% AER 18 Month Deposit (Issue 2) as follows:

## PLEASE COMPLETE IN BLOCK CAPITALS

Investment advice was provided by:

Retained Advisor  \_\_\_\_\_ (Firm Name) Intermediary  BCP  No advice received

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 / Societe Generale 2.51% AER 18 Month Deposit (Issue 2) €

(Minimum €250,000, 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

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# DECLARATION

I/We understand the Terms and Conditions as set out in the Brochure including the location of the counterparty (which is regulated in France) 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 / Societe Generale 2.51% AER 18 Month 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 29th September 2023.

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 18 Month Term.

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.

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

I/we confirm that no current Director is (or has been), a PEP or RCA of a PEP. YES  NO

I/we confirm that no current Director holds (or has held) a prominent position or enjoys (or has enjoyed) a high public profile. YES  NO

I/we confirm that no current Director is involved (or has been) in political lobbying. YES  NO

**If you have answered 'No' to any one of the above, please complete the PEP, RCA and Other Persons of Influence Supplementary Form (available on the BCP website or upon request).**

**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.

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# MANDATE FOR THE INVESTMENT

At a meeting of the Directors duly convened and held on the \_\_\_\_\_ day of \_\_\_\_\_ 2023 the following resolution was passed.

“Resolved that (insert applicant name): \_\_\_\_\_ should invest; € \_\_\_\_\_ in the BCP / Societe Generale 2.51% AER 18 Month 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



# TERMS & CONDITIONS

## 1. DEFINITIONS

- 1.1 'you/your/depositor' means the customer(s) who is/are placing funds in the BCP / Societe Generale 2.51% AER 18 Month Deposit (Issue 2).
- 1.2 'the Deposit' means the BCP / Societe Generale 2.51% AER 18 Month 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 29th September 2023 and maturing on 31st March 2025.
- 1.4 'Deposit Interest' is the gross interest payable in accordance with Section 10 below.
- 1.5 The 'Bank' means Societe Generale and its successors, assigns and transferees. The registered office is 29 Boulevard Haussmann, 75009 Paris, France. Website: <https://www.societegenerale.com/en>
- 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 or certified copy (e.g. utility bill) dated within the last 6 months. Please note this applies to existing as well as new clients. For Corporates, Charities and Trusts please contact your Financial Adviser or BCP for further requirements.

## 3. CLIENT ORDER EXECUTION POLICY B

Client orders to BCP must be in writing. Orders will be prioritised according to the date and time they are booked on the Firm's administration system. Bookings may be received in writing or by telephone. 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 a booking is received but usually before the closing date.

## 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 Asset Management DAC. On or before the commencement date the funds will be transferred to a Client Asset Account with the Bank in the name of BCP Asset Management DAC, and will be held at the Bank until maturity of the Deposit. No positive interest will be paid to you either up to the Start Date or after the Maturity Date; if any such interest arises it shall be retained by BCP. Should negative interest rates apply, BCP will not apply these to your investment prior to the Start Date. BCP reserves the right to apply negative interest on any funds which have matured. If BCP intends to do so it will advise you prior to maturity.
- 4.2 After the start date you will receive a confirmation from BCP of your investment in the Deposit. We will provide you with quarterly statements for this investment. Prices for BCP products will also be updated at least quarterly, and available to view online via [vespro.bcp.ie](http://vespro.bcp.ie).

## 5. CLIENT ASSETS

In the event of a transfer of the business of BCP to another entity, BCP will notify you in writing two months in advance of the transfer. In the event that you do not wish your client assets to be transferred to another entity, BCP will provide you with the options available. Owing to their legal or tax basis, certain structured and pension products may have restrictions in how they can be transferred. BCP will notify you of any changes to client asset protections as a result of the proposed transfer and in the case that client assets will not be held in accordance with the Irish client asset regime once transferred, BCP will provide you with an overview of the new/revised client asset protections that will be afforded to you.

## 6. CLIENT ASSET ACCOUNT

This product is deposit based and the Bank is the underlying deposit taker. Investors will receive confirmation of their investment from BCP. During the term of the Deposit funds will be held in a Client Asset Account with the Bank in the name of BCP Asset Management DAC. Client asset accounts contain funds which are held in an Omnibus Account with other clients' funds. Investors have a claim against BCP in relation to the client assets pool in a specific account. This client asset account will be operated in accordance with the Irish Client Asset Requirements 2023. 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.

## 7. AVAILABILITY

- 7.1 The BCP / Societe Generale 2.51% AER 18 Month 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.
- 7.2 The minimum investment is €250,000 for Credit Unions; €100,000 for Corporates, Charities, Pensions, Religious Orders and Friendly Societies; and €50,000 for Individuals.
- 7.3 The closing date for applications is 26th September 2023, or earlier if fully subscribed (the 'Closing Date').

## 8. 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 the funds to BCP by the closing date. A cooling off will apply if your investment is subject to the provisions of the Distance Marketing Regulations.

## 9. WITHDRAWALS

- 9.1 Liquidity is available in normal market and funding conditions. The value of any withdrawal is dependent on a number of factors and is subject to market movements. Societe Generale will determine the market value of the early withdrawal in a commercially reasonable manner, taking into account any costs incurred by Societe Generale as a result of the early withdrawal. The market value may be more or less than the capital protected amount.
- 9.2 A request for an early withdrawal (generally available in normal market and funding conditions) must be submitted in writing to BCP and such written notice must indicate the nominal amount to be withdrawn. The minimum nominal amount is equal to €50,000.
- 9.3 A 0.25% (or €625 for a withdrawal of €250,000) administration charge (subject to €250 minimum) payable to BCP will apply to the full realised market value (which may be more or less than the capital protected amount) of any early withdrawal from this investment.

## 10. DEPOSIT INTEREST

The Deposit Interest payable on the BCP / Societe Generale 2.51% AER 18 Month Deposit (Issue 2) will be 3.80% fixed interest paid out at the end of 18 months. The Deposit Interest will be credited and paid to BCP on 31st March 2025 and passed onto Depositors by BCP.

## 11. 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 until they are returned to you by cheque or electronic funds transfer, unless BCP has notified you otherwise in writing.

No interest will be paid to you on these funds after maturity of the Deposit. Negative interest may be applied to any unclaimed funds after the maturity date.

**12. JOINT INVESTMENTS**

Unless otherwise agreed in writing with BCP, the withdrawal of funds at maturity or early withdrawal will require the consent of all account holders. Should you wish BCP to provide statements separately to each account holder or should you wish to impose any limitations on the operations of the account, please advise BCP prior to investing in this product.

**13. COMPLAINTS**

Any complaint about the sale of the Deposit should be made to your financial adviser or the intermediary through whom you invested or BCP Asset Management DAC, 71 Upper Leeson Street, Dublin 4, D04 XK68 if relevant. Any complaints referred to BCP relating to your investment in the Deposit will be investigated thoroughly and in accordance with the BCP's Complaints Policy. Details of the Complaints Policy are available on request. If you are dissatisfied with the outcome of BCP's efforts to resolve your complaint, it is possible that you may be able to refer your complaint to the Financial Services and Pensions Ombudsman ([www.fspo.ie](http://www.fspo.ie)).

**14. 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.

**15. 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 15. 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. 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.

**16. CONFLICTS OF INTEREST**

Occasions can arise where BCP, or one of its clients, will have some form of interest in business which is being transacted for the Bond. If this happens, or if BCP becomes aware that its interests or those of one of its other clients conflict with your interests, you will be informed and asked for your written consent before any transaction is carried out.

**17. ASSIGNMENTS**

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

**18. OPERATION OF THE BCP / SOCIETE GENERALE 2.51% AER 18 MONTH 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) is prevented from providing any service at any time up to and including maturity as a result of industrial action, power failure, or other cause beyond the reasonable control of BCP, the Bank or their agent(s). Should this occur the Bank may repay the Deposit before the maturity date for an amount that may be more or less than the initial amount invested. 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.

**19. VARIATION**

BCP reserves the right to amend, vary or supplement these Terms & Conditions, during the Term of the Deposit. This may be for one of the following reasons:

- (a) due to a change in legal, regulatory or taxation requirements to which BCP is subject, or a change in the manner in which same are applied;
- (b) to comply with an order of a court or other analogous authority;
- (c) to make the Terms & Conditions fairer to you or to correct a mistake (provided that such a correction would not adversely affect your rights);

(d) to enable your Deposit to be managed more effectively, or to provide you with additional options within your Deposit. Where possible you will be notified of any changes at least 30 days in advance of changes taking effect.

## **20. ACCEPTANCE OF TERMS & CONDITIONS**

By accepting these Terms & Conditions, you authorise BCP to disclose all relevant particulars of your investment in the Deposit where BCP is required by law, regulation, court (or other arbitral) order, taxation authority or other supervisory or regulatory authority to do so.

## **21. DISCLAIMER**

Societe Generale has not prepared this document and therefore accepts no responsibility for its contents, nor any liability for any losses in connection with the information contained herein. BCP has prepared this document and accepts responsibility for its contents.

## **22. TELEPHONE RECORDING**

For the prevention of fraud, money laundering and the financing of terrorism and for security, training, compliance and monitoring purposes all telephone calls to and from BCP may be recorded.

## **23. COMMUNICATION**

BCP will always write and speak to you in English.

## **24. FORCE MAJEURE**

In the event of any failure, interruption or delay in the performance of its obligations resulting from the breakdown, failure or malfunction of any telecommunications or computer service, industrial disputes, failure of any third party to carry out its obligations, acts of governmental or supranational authorities, or any other event or circumstance whatsoever not reasonably within its control, BCP and/or the Bank may be unable to fulfil its financial responsibilities in the market then your ability to realise your investment in the Deposit may be restricted and BCP and/or the Bank shall not be liable or have any responsibility of any kind for any loss or damage you incur or suffer as a result.

## **25. NO RESTRICTION ON INVESTMENT SERVICES**

Nothing herein shall restrict BCP and/or the Bank's right to provide investment services to others.

## **26. GOVERNING LAW**

26.1 These Terms and Conditions and all non-contractual obligations arising out of or in connection with them shall be governed by Irish law and will become effective on acceptance by BCP of your signed Application Form.

26.2 The issue of the Deposit is governed by English law and your rights relating to that instrument may differ were it subject to Irish law.

26.3 If there is a conflict between these terms and conditions and the terms and conditions of the Deposit then the Deposit's Terms and Conditions shall have supremacy.

## **27. CANCELLATION**

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.

