



**C2 - GATEWAY - SERIES 2**  
**CITI GLOBAL MULTI-ASSET AUD INDEX**

15 APRIL 2019

TERM SHEET PRODUCT DISCLOSURE STATEMENT TO BE READ IN CONJUNCTION  
WITH MASTER PDS (WITH LOAN) DATED 22 NOVEMBER 2018

## Important information

This Term Sheet PDS dated 15 April 2019 supplements the Master PDS (with Loan) dated 22 November 2018 issued by C2 Specialist Investments Pty Ltd (**"the Issuer"**). This Term Sheet PDS together with the Master PDS (with Loan) (the **"Master PDS"**) constitutes the PDS for the Offer of the Series of C2 - Gateway - Series 2 Units (**"the Units"**) as described below.

This PDS is for the offer of an agreement to purchase the shares (**"Delivery Assets"**) specified in Section 2 **"Term Sheet"** of this Term Sheet Product Disclosure Statement (**"Term Sheet PDS"**) on certain terms including deferred delivery and entry into a Loan for the Investment Amount (**"the Offer"**). This Term Sheet PDS is dated 15 September 2018 and is issued by C2 Specialist Investments Pty Ltd (ACN 622 433 032) (**"the Issuer"**) and arranged by C2 Financial Services Pty Ltd (AFSL: 502171. ACN 621 428 635) (**"the Arranger"**) pursuant to Section 911A(2)(b) of the Corporations Act. Pursuant to Section 911A(2)(b), the Issuer will issue the Units in accordance with the offer made by the Arranger.

This PDS has not been lodged, and is not required to be lodged with the Australian Securities and Investments Commission (**"ASIC"**). The Issuer will notify ASIC that this PDS is in use in accordance with the Corporations Act. ASIC and its officers take no responsibility for the contents of this PDS.

All fees in this PDS are stated inclusive of any GST (unless stated otherwise).

All monetary amounts referred to in this PDS are given in Australian dollars (unless stated otherwise). All references to legislation in this PDS are to Australian legislation. Explanations as to tax treatment and other features of the Offer have been provided for Australian investors.

## Investments in the Units

This PDS (including the Master PDS) is an important document which should be read before making a decision to acquire the Units. The information in this PDS is general information only and does not take into account an individual's investment objectives, financial situation or particular needs or circumstances.

Nothing in this PDS is a recommendation by the Issuer or its related bodies corporate or by any other person concerning investment in the Units or the Reference Asset or any specific taxation consequences arising from an investment in the Units. Potential investors should also obtain independent financial and taxation advice as to the suitability of this investment to them having regard to their investment objectives, financial situation and particular needs. No cooling off rights apply to investments in the Units.

*Potential Investors should note that the Issuer retains discretion to amend the closing date for the offer for a Series and move the Commencement Date (and all other consequential dates) for a Series, or not to continue with the issue of a Series of Units on the Commencement Date and terminate any Units in that Series already issued, including where there is a significant change in the Issuer's cost of hedging between the date of this Term Sheet PDS and the Commencement Date. In particular, the Issuer will not continue with the issue of a Series of Units if it considers that it and its affiliates have not completed sufficient arrangements for management of their respective obligations in respect of that Series of Units. If a decision is made not to issue a Series of Units or to terminate Units in a Series that have already been issued, the Issuer will return the Prepaid Interest, and any applicable Fees, that have been paid upfront, to applicants without interest within 10 Business Days of the scheduled Commencement Date.*

## Eligible investors and electronic PDS

This PDS and the Offer are available only to Australian resident investors receiving this PDS (including electronically) in Australia. Applications from outside Australia will not be accepted. If anyone prints an electronic copy of this PDS they must print all pages including the Application Form. If anyone makes this PDS available to others, they must give them the entire electronic file or printout, including the Application Form and any additional documents that the Issuer may require such as identification forms for the purpose of satisfying Australian anti-money laundering legislation.

The Units have not been and will not be registered under the United States Securities Act of 1933, as amended (the **"Securities Act"**), and may not be offered or sold in the United States or to, or for the benefit of U.S. persons unless the Units are registered under the Securities Act or an exemption from

the registration requirements of the Securities Act is available.

## Updated information

Information set out in this PDS is subject to change from time to time. Information not materially adverse to Investors in the Units may be amended without issuing an updated or supplementary PDS. Investors can find this updated information at any time at [www.c2fg.com.au](http://www.c2fg.com.au).

A paper copy of this PDS (and any supplementary documents) may be obtained free of charge on request by contacting C2 Specialist Investments Pty Ltd on (02) 8098 0300 or at PO Box R1373 Royal Exchange NSW 1225.

If an Investor establishes that information is not accurate, complete, and up-to-date, the Issuer must take reasonable steps to correct it.

## Making an investment

Units can only be issued if potential investors use an Application Form (including relevant attachments) attached to either a paper or electronic copy of this PDS.

## Returns not guaranteed

Returns on the Units are not guaranteed. The Issuer, the Security Trustee, the Custodian, the Arranger, the Lead Distributor, the Acceptor nor any of their associates or subsidiaries guarantees the return on an investment in the Units or any gain. Investors may not recoup the total amount of any amounts outlaid as there is no guarantee that returns on the Units will be in excess of these amounts paid by Investors. Please refer to Section 2 **"Risks"** in the Master PDS.

## Superannuation fund investors

Superannuation funds may invest in Units in the Series. Superannuation fund investors should take note of the representations and warranties they make when investing – see clause 13.2 of the Terms in the Master PDS.

## Definitions

Capitalised terms used in this PDS have the meaning given in Section 10 **"Definitions"** of the Master PDS, and as defined in this Term Sheet PDS.

## Nature of the Units

The Units are **"Securities"** for the purposes of Chapter 7 of the Corporations Act.

Please note **"Unit"** or **"Units"**, when used in this PDS, means an agreement to buy the Delivery Assets between the Issuer, Custodian and the Investor pursuant to the Deferred Purchase Agreement. The Units are not units in a trust or managed investment scheme.

## Reference Asset Disclaimers

Citi is a registered trademark and service mark of Citigroup Inc. or its affiliates and is used and registered throughout the world. C2 Gateway – Series 2 (**"the Units"**) are not sponsored, endorsed, sold or promoted by Citigroup, and Citigroup makes no representation regarding the advisability of investing in the Units. Citigroup gives no express or implied warranties, including, but not limited to, any warranties of merchantability or fitness for a particular purpose or use. In no event shall Citigroup be liable for any direct, indirect, special or consequential damages in connection with any use of the Citigroup data and information. None of Citigroup Global Markets Limited or its affiliates (**"Citigroup"**) acting in the capacity of index administrator (the **"Index Administrator"**) and/or index calculation agent (the **"Index Calculation Agent"**) in relation to the Citi Global Multi-Asset AUD Index (the **"Index"**) and any of their respective directors, officers, employees, representatives, delegates or agents (each, a **"Relevant Person"**) makes any express or implied representation or warranty as to (1) the advisability of purchasing the Units; (2) the level(s) of the Index at any particular time on any particular date; (3) the results to be obtained by any investor in the Units or any other person or entity, from the use of the Index or any data included therein for any purpose; (4) the merchantability or fitness for a particular purpose of the Index; or (5) any other matter. Each Relevant Person hereby expressly disclaims, to the fullest extent permitted by applicable law, all warranties of accuracy, completeness, merchantability or fitness for a particular purpose with respect to the Index. No Relevant Person shall have any liability (direct or indirect, special, punitive, consequential or otherwise) to any person even if notified of the possibility of damages. Neither the Index Administrator nor the

Index Calculation Agent is under any obligation to continue the calculation, publication and dissemination of the Index nor shall they have any liability for any errors, omissions, interruptions or delays relating to the Index. The Index Administrator and the Index Calculation Agent shall each act as principal and not as agent or fiduciary of any other person.

During the normal course of its business, any Relevant Person may enter into or promote, offer or sell transactions or investments (structured or otherwise) linked to any Index and/or any of its constituents. In addition, any Relevant Person may have, or may have had, long or short principal positions and/or actively trade, by making markets to its clients, positions in or relating to any Index or any of its constituents, or may invest or engage in transactions with other persons, or on behalf of such persons relating to any of these items. Relevant Persons may also undertake hedging transactions related to the initiation or termination of financial products or transactions, which may

adversely affect the market price, rate or other market factor(s) underlying any constituent or any Index. Relevant Persons may have an investment banking or other commercial relationship with and access to information from the issuer(s) of constituents. Such activity may or may not have an impact on the level of any Index, but potential investors and counterparties should be aware that a conflict of interest could arise where anyone is acting in more than one capacity, and such conflict may have an impact (either positive or negative) on the level of any Index.

The Index is described in full in the Index Conditions which are available upon request. The Index is proprietary and confidential to the Index Administrator. No person may use the Index in any way or reproduce or disseminate information relating to the Index without the prior written consent of the Index Administrator. The Index is not in any way sponsored, endorsed or promoted by the issuer or sponsor, as applicable, of any of its constituents."

## SECTION 1: OVERVIEW

C2 Specialist Investments allows investors to access investment strategies and structures not readily available to retail investors in Australia. These types of investments are often known as “structured products” and are designed to facilitate highly customised risk-return objectives.

The Units in C2 - Gateway - Series 2 (“Series 2 Units”) offer investors the ability to gain exposure to the performance of the Citi Global Multi-Asset AUD Index (the “Reference Asset”), the index is published by Citigroup Global Markets Limited (“Citi”) and offers exposure to a core portfolio of global assets including equities, commodities and bonds with the portfolio adjusted algorithmically by Citi according to market trends and the Citi Macro Risk indicator.

Additionally, the C2 - Gateway - Series 2 Units offer:

- The ability to borrow 100% of the investment amount via a Limited Recourse Loan, at competitive interest rates of 2.5% p.a.
- Potential Coupons
  - o Three potential Coupons of up to 4.5% each at the end of Year 1, Year 2 & Year 3; plus
  - o The potential for an uncapped Final Coupon (less previous Coupons, subject to 10% Performance Fee)

### A summary of the key features are as follows

	<b>Series 2</b>
Reference Asset	Citi Global Multi-Asset AUD Index
Currency Exposure	AUD
Loan	Yes, 100% Loan (Limited Recourse)
Annual Interest Rate on Loan (Prepaid in advance)	2.5% p.a.
The Potential for 4 Coupons	<ul style="list-style-type: none"><li>• Three potential Coupons of up to 4.5% each at the end of Year 1, Year 2 &amp; Year 3; plus</li><li>• The potential for an uncapped Final Coupon (less previous Coupons, subject to 10% Performance Fee)</li></ul>
Application Fee	2.2%
Margin Calls	No
SMSF Eligibility	Yes

### Four potential Coupons at the end of Year 1, Year 2, Year 3 and Maturity

You may receive Coupon payments at the end of Year 1, Year 2, & Year 3 of up to 4.5% of the Issue Price per Unit, subject to the performance of the Reference Asset between the Commencement Date and the relevant Coupon Determination Date, and as reduced by a 10% Performance Fee (“Performance Fee”).

You may also receive an uncapped Final Coupon at Maturity (the end of Year 4), subject to the performance of the Reference Asset (less previous coupons paid), and as reduced by a 10% Performance Fee (the “Final Coupon”).

## The Reference Asset: Citi Global Multi-Asset AUD Index Methodology

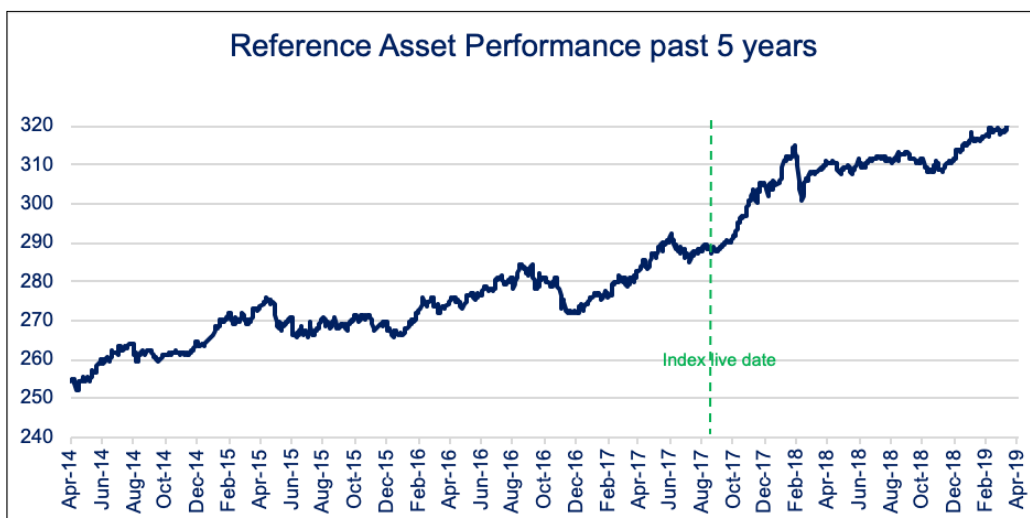
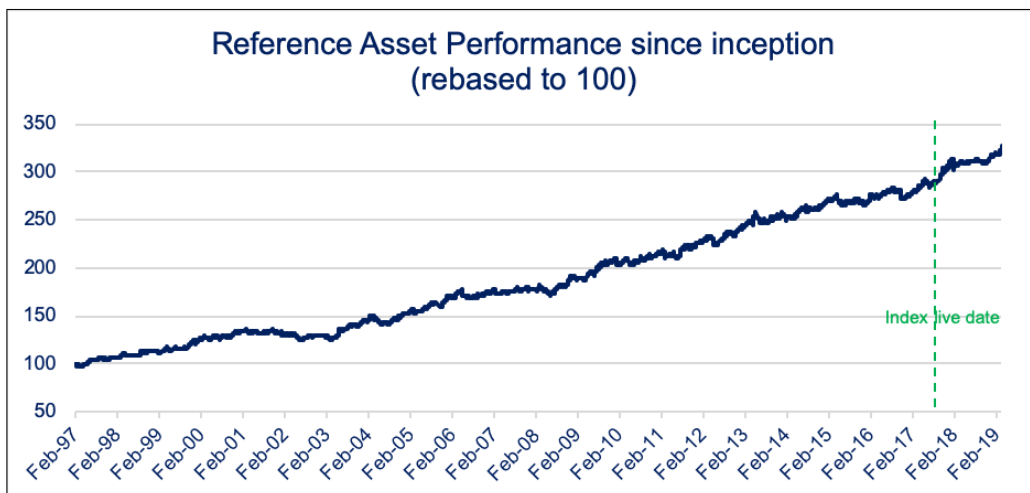


<p>The Core Portfolio is comprised of various Global Equities, Commodities and Bonds markets. The Reserve Portfolio can be Bonds or unallocated.</p> <p>Refer to Section 4 for more information about the Core Portfolio and Reserve Portfolio Constituents.</p>	<p>On a weekly basis, based on the results of market indicators, the Citi Global Multi-Asset AUD Index allocates to either the Core Portfolio or the Reserve Portfolio or a combination of the two.</p>	<p>A volatility budgeting mechanism is applied which can reduce the overall exposure of the Index on a daily basis with the view to maintaining the annualised volatility at a level close to 5%</p>
--	---	--

### PAST PERFORMANCE

Historical information for the Reference Asset has been provided by the Issuer to potential investors for educational purposes only, to show investors the history of the Reference Asset. The Reference Asset has been live since 15 August 2017. For the period prior, commencing 13 February 1997 a simulation was used (13 February 1997 being the earliest published date that simulation data is available for the market indicators and Core Assets comprising the Reference Asset).

**Past Performance is not indicative of likely future performance. Future returns should be expected to vary and may be negative.**



## Historical Annualised Returns

	1 year*	Since Live Date*	3 year#	5 year#	Since 1997#
Citi Global Multi-Asset AUD Index	5.2%p.a	8.0%p.a	6.0%p.a	5.2%p.a	5.5%p.a

\*Live data only

# Live data from 15 August 2017 to 2 April 2019,, simulated data prior

Source: Bloomberg/Citi/C2. Past performance is not a reliable indicator of future performance. Data for all charts, graphs and tables are as of 2-Apr-19. Simulated past performance (back-tested) data from 13-Feb-97 to 2-Apr-19. Live performance of Global Multi-Asset AUD Index since 15 Aug 2017. Simulated and live past performance data are provided for illustrative purposes only. Simulated and live past performance data should not be regarded as an indication of future results. Reference Asset performance takes into account deductions for fees and/or costs as specified in the Reference Asset's index methodology. Further details are available in links provided in Section 4 "Further Information on the Reference Asset" for Index methodology.

### Limitations of Simulated (Back-Tested) Performance Information

All information regarding the performance of the Reference Asset prior to its launch date (17 August 2017) is hypothetical and back-tested, as the Reference Asset did not exist prior to that time. It is important to understand that hypothetical back-tested performance information is subject to significant limitations, in addition to the fact that past performance is not a reliable indicator of future performance. In particular:

- (a) the hypothetical back-tested performance assumed that there were no market disruption events and no extraordinary events affecting Reference Asset constituents; and
- (b) the hypothetical back-tested performance might look different if it covered a different historical period.

The market conditions that existed during the historical period covered by the hypothetical back-tested performance information is not necessarily representative of the market conditions that will exist in the future.

Certain constituents of the Reference Asset required the use of various proxies as part of the simulation due to the unavailability of certain data sources (meaning a different asset or index approximating a particular constituent was used in place of that constituent for certain time periods). As a result the back-tested performance information may not accurately reflect how the Reference Asset would have performed had the current data sources been available during that time period.

It is impossible to predict whether the Reference Asset will rise or fall. The actual future performance of the Reference Asset may bear no relation to the hypothetical back-tested levels of the Reference Asset.

## SECTION 2: TERM SHEET – C2 - GATEWAY - SERIES 2

The following Term Sheet is a summary of the key dates and terms of the Units. However, this section is not intended to be a complete summary of this PDS and you should read the entire PDS before deciding whether or not to invest. The information in this section is qualified in its entirety by the more detailed explanations set out elsewhere in this PDS, in particular Section 6 “Terms of the Deferred Purchase Agreement” in the Master PDS.

Offer Opening Date	15 April 2019
Offer Closing Date	15 June 2019
Commencement Date / Issue Date	27 June 2019 or as soon as reasonably practicable thereafter as determined by the Issuer and as notified to you.
Interest Payment Date (Application Payment Date)	16 June 2019
First Coupon Payment Date at end of Year 1	26 June 2020
Second Coupon Payment Date at end of Year 2	28 June 2021
Third Coupon Determination Date at end of Year 3	27 June 2022
Fourth Coupon Determination Date at end of Year 4	27 June 2023
Maturity Date	27 June 2023
Coupon Payment Dates	10 Business Days after the relevant Coupon Determination Date or as soon as reasonably practicable thereafter as determined by the Issuer
Buy-Back Dates	<p>Quarterly on the last Business Day of March, June, September and December commencing from September 2019 (or otherwise at the Issuer’s discretion). Investors must lodge their Issuer Buy-Back Form no later than 10 Business Days before the relevant Buy-Back Date. Any Issuer Buy-Back Form received after this time will be held over to the next Buy-Back Date.</p> <p>The Buy-Back Price will not ever be less than \$1.00 per Unit and will be applied to repay your Loan first. You will not have to pay any other fees, costs or interest in connection with an Issuer Buy-Back.</p>
Settlement Date	10 Business Days after the Maturity Date, or such other date as determined by the Issuer in its discretion as is reasonably necessary for the Issuer to fulfil its obligations under the Terms.

Reference Asset			
	Reference Asset	Published	Bloomberg Code
Series 2	Citi Global Multi Asset AUD Index	Bloomberg	CB CIXBGMA5 IND
Issue Price	\$1.00 per Unit		
Loan Amount	\$1.00 per Unit		
Loan	100% Limited Recourse Loan.		
Interest Rate & Prepaid Interest	<p>The interest rate in respect of the Loan is 2.5% p.a.</p> <p>The Prepaid Interest per Unit each year is 2.5% p.a. x \$1.00 = \$0.025 (\$0.10 per Unit in aggregate over the Investment Term of 4 years).</p> <p>The Prepaid Interest must be paid to the Issuer by the Application Payment Date.</p>		



Potential Coupons at the end of Year 1, Year 2, Year 3 and Maturity.	<p>The units offer the potential for</p> <ul style="list-style-type: none"> <li>• Three Coupons of up to 4.5% each at the end of Year 1, Year 2 &amp; Year 3;</li> </ul> <p>Plus</p> <ul style="list-style-type: none"> <li>• An uncapped Final Coupon (less previous Coupons already paid, subject to 10% Performance Fee)</li> </ul> <p>Gross First Coupon = <math>\text{Min}(5\%, (\text{Max}(0, (\text{Reference Asset}_{y_1} / \text{Reference Asset}_{y_0} - 1)))</math></p> <p>Net First Coupon = <math>\text{Gross First Coupon} \times (1 - \text{Performance Fee})</math></p> <p>Gross Second Coupon = <math>\text{Min}(5\%, (\text{Max}(0, (\text{Reference Asset}_{y_2} / \text{Reference Asset}_{y_0} - 1) - \text{Gross First Coupon})))</math></p> <p>Net Second Coupon = <math>\text{Gross Second Coupon} \times (1 - \text{Performance Fee})</math></p> <p>Gross Third Coupon = <math>\text{Min}(5\%, (\text{Max}(0, (\text{Reference Asset}_{y_3} / \text{Reference Asset}_{y_0} - 1) - \text{Gross Second Coupon} - \text{Gross First Coupon})))</math></p> <p>Net Third Coupon = <math>\text{Gross Third Coupon} \times (1 - \text{Performance Fee})</math></p> <p>Gross Final Coupon = <math>\text{Max}(0, (\text{Reference Asset}_{y_4} / \text{Reference Asset}_{y_0} - 1) - \text{Gross Third Coupon} - \text{Gross Second Coupon} - \text{Gross First Coupon})</math></p> <p>Net Final Coupon = <math>\text{Gross Final Coupon} \times (1 - \text{Performance Fee})</math></p> <p>Where  Reference Asset<sub>y<sub>0</sub></sub> is the Reference Asset level at the Commencement Date  Reference Asset<sub>y<sub>i</sub></sub> is the Reference Asset level at the Relevant Coupon Determination Date  Performance Fee is 10%</p>
Reference Asset Closing Price	The closing price of the Reference Asset on the Relevant Exchange on any scheduled Business Day.
Final Value	\$1.00 per Unit on the Maturity Date.
Listing	The Units will not be listed or displayed on any securities exchange.
Currency Exposure	Australian Dollars
Minimum Investment Amount	\$50,000 per Series at the Issue Price of \$1.00 per Unit.
Withdrawal of the Units	If the Issuer is unable to achieve the economic exposure described in this PDS on the Commencement Date due to any condition set out in this PDS not being satisfied (e.g. the Issuer being unable to hedge its obligations), or otherwise determines not to proceed with the issue for any reason, then the Issuer will terminate any Units already issued, and return the Prepaid Interest and Fees without interest. The Loan will be terminated and no drawdown will be made.
Lead Distributor	C2 Investments Pty Ltd (ACN 622 251 576, corporate authorised representative of AFSL: 502171)
Issuer	C2 Specialist Investments Pty Ltd (ACN 622 433 032)
Arranger	C2 Financial Services Pty Ltd (AFSL: 502171. ACN 621 428 635)
Security Trustee	C2 Nominees Pty Ltd (ACN 624 366 981)
Registrar	Registry Direct Ltd (ACN 160 181 840)
Minimum Buy-Back Amount	10,000 Units per Series providing Investors continue to hold at least 10,000 Units in the relevant Series. In the event that an Investor makes an Issuer Buy-Back Request which would result in the Investor holding less than 10,000 Units in a particular Series, then the Issuer will notify the Investor that it will hold less than 10,000 Units and seek the Investor's instruction whether to buy back the Investor's entire holding in that Series or reject the request.
Minimum Early Maturity Value, Termination Payment and Buy-Back Price	\$1.00  If the Units mature early for any reason, you will receive an Early Maturity Value of \$1.00 which will be applied to your Loan. You will not have to pay any other fees, costs or interest. Investors will not be entitled to a refund of any Prepaid Interest or any other Fees paid in relation to the Units and will not be entitled to any Final Coupon or payment of the Final Value (as the Final Value of \$1.00 will be used to pay off your Loan). Please refer to Section 1.10 "Early Maturity" of the Master PDS for more information on when the Units can mature early.



Beneficial Interest	The Beneficial Interest in a Portion of the Delivery Asset held for each Unit an Investor holds. The Beneficial Interest will be set out in the Confirmation Notice sent to Investors and is a feature of the product designed to ensure the Units are a “security” under the Corporations Act.									
Delivery Asset	<p>Telstra Corporation (TLS.AU).</p> <p>On Maturity, the Issuer intends to deliver a parcel equal in value to the Final Value per Unit multiplied by the number of Units held by an Investor (“<b>Delivery Parcel</b>”) containing ordinary shares in Telstra Corporation (ASX Code: TLS, website: <a href="http://www.telstra.com.au">www.telstra.com.au</a>) (“<b>Delivery Asset</b>”).</p> <p>You should be aware that the Issuer can change or substitute the Delivery Asset in certain circumstances, and you should take this into account when considering whether to invest in the Units.</p>									
Agency Sale Option	Available. Please refer to Clause 4.4 of Section 6 “Terms of the Deferred Purchase Agreement” in the Master PDS.									
Key Risks	<p>Key risks include:</p> <ul style="list-style-type: none"> <li>• Your return (including any Coupons) is affected by the performance of the Reference Asset. There is no guarantee that the Reference Asset will perform well.</li> <li>• No Coupons will be payable if the performance of the Reference Asset is negative at the relevant Coupon Determination Date, or the performance of the Reference Asset is not higher than the sum of any Coupons already paid.</li> <li>• There is no guarantee that the Units will generate returns in excess of the Prepaid Interest and Fees, during the Investment Term and you could lose some or all of your Prepaid Interest and any Fees paid at Commencement. Additionally, in the event of an Investor requested Issuer Buy-Back or Early Maturity Event, you will not receive a refund of your Prepaid Interest or Fees.</li> <li>• Gains (and losses) may be magnified by the use of a 100% Loan. However, note that the Loan is a Limited Recourse Loan, so you will never lose more than the Prepaid Interest and any Fees paid at Commencement.</li> <li>• Investors are subject to counterparty credit risk with respect to the Issuer and the Hedge Counterparty;</li> <li>• Gains and losses may be magnified by the use of a 100% limited recourse Loan; and</li> <li>• the Units may mature early following an Early Maturity Event, including an Adjustment Event, Market Disruption Event or if the Issuer accepts your request for an Issuer Buy-Back.</li> </ul> <p>Please refer to Section 2 “Risks” of the Master PDS and to the Reference Asset “Plain English Risk Factors” guide published by Citi at <a href="https://investmentstrategies.citi.com">https://investmentstrategies.citi.com</a> for more information.</p>									
Fees	<p>The following Fees may be payable in respect of the Units.</p> <p><b>Upfront Adviser Fee (if any):</b> You may nominate an Upfront Adviser Fee to be paid to your Adviser in the Application Form attached to this Term Sheet PDS. The Issuer will collect any Upfront Adviser Fee nominated on the Application Form on the Interest Payment Date and pay it to your Adviser in accordance with the terms of this PDS.</p> <p><b>Application Fee:</b> The Issuer charges an Application Fee of 2.20% of the Issue Price of each Unit, i.e. \$0.022 per Unit. The Issuer may agree with your Adviser to forgo part or all of the Application Fee at the Issuer’s absolute discretion.</p> <p>Assuming you nominated an Upfront Adviser Fee of \$800, and you applied for 50,000 Units in Series 2, in addition to the Prepaid Interest you would pay fees of:</p> <table data-bbox="635 1525 1241 1630"> <tr> <td>Application Fee</td> <td>= 50,000 x \$0.022</td> <td>= \$1,100</td> </tr> <tr> <td>Upfront Adviser Fee</td> <td></td> <td>= \$800</td> </tr> <tr> <td></td> <td></td> <td><b>Total = \$1,900</b></td> </tr> </table> <p><b>Performance Fee:</b> 10% of the amount of the Final Coupon, collected by the Issuer and paid to the Lead Distributor.</p> <p>A Performance Fee of 10% of the amount of the Final Coupon (if any) is deducted from the Final Coupon and the net amount of the Final Coupon (if any) is paid to Investors. If following an Investor requested Issuer Buy-Back which is accepted by the Issuer, the Buy-Back Price per Unit is greater than the Issue Price per Unit, then 10% of the excess will be charged by the Issuer and retained as a Performance Fee.</p>	Application Fee	= 50,000 x \$0.022	= \$1,100	Upfront Adviser Fee		= \$800			<b>Total = \$1,900</b>
Application Fee	= 50,000 x \$0.022	= \$1,100								
Upfront Adviser Fee		= \$800								
		<b>Total = \$1,900</b>								

Derivatives	The Issuer obtains exposure to the Strategy through the use of derivatives (or other securities, such as notes) rather than a direct investment in the Strategy, Reference Asset or securities comprising the Reference Asset.
Taxation	Please refer to Section 4 "Taxation" of the Master PDS.

### Applications and issue of Units

Applications may be accepted or rejected at the discretion of the Issuer. Units will be issued within one month upon receipt of application monies from an Investor. The Unit's economic exposure to the Reference Asset will begin on the Commencement Date. If a Unit is issued prior to the Commencement Date it will have no economic exposure until the Commencement Date.

The C2 - Gateway - Series 2 Units will only be issued at the discretion of the Issuer, and applications may be accepted or rejected at the discretion of the Issuer. Without limiting its discretion, the Issuer may choose not to proceed with the issue of the Units for a Series and terminate the product for those Units already issued for any reason whatsoever, including (without limitation) if there is a significant change in the Issuer's cost of hedging between the date of this PDS and the Commencement Date. Where the Issuer has not received the Prepaid Interest, Application Fee, Upfront Adviser Fee (if any) in respect of a Unit(s) from the Investor by the Application Payment Date, the Issuer will cancel the Units relating to the unpaid amounts and will arrange for the Investors name to be removed from the register of Unitholders.

If a decision is made for any reason not to issue, or not to proceed with the issue of the C2 - Gateway - Series 2 Units, the Issuer will return the Prepaid Interest, Application Fee, and Upfront Adviser Fee (if any) to applicants (without interest) within 10 Business Days of the scheduled Commencement Date and any Units already issued will be terminated.

The Units may mature early in the case of an Early Maturity Event or Issuer Buy-Back, and the Maturity Date may be extended in the case of a Market Disruption Event.

## SECTION 3: WORKED EXAMPLES – HOW ARE THE COUPONS CALCULATED

Following are some examples demonstrating how the Coupons are calculated. The examples are hypothetical only and are not forecasts or simulations of Unit returns nor are they a reference to past performance. The actual returns on the Units may be materially different from what is shown in these examples.

These examples may help Investors decide if the Units are a suitable investment. No content in this section or elsewhere in the Term Sheet PDS or PDS is investment advice and Investors should speak to their financial adviser before investing.

### 3.1 How does the investment perform?

Units may entitle Investors to receive Coupons at the end of years 1, 2, 3 and at Maturity depending on the performance of the Reference Asset. The examples below demonstrate how the Coupons are calculated depending on whether the performance of the Reference Asset over the life of the investment has been negative, positive or neutral.

The examples set out below show how the return on an investment in the Units at Maturity is calculated.

#### Rounding:

All calculations made by the Issuer for the purposes of these worked examples will be made to not fewer than two decimal places. Other than as provided in these examples, rounding of numbers will not occur until the final calculation of a relevant amount or number at which time the Investor's entitlements will be aggregated and that aggregate will be rounded so that all money amounts are rounded down to the nearest whole cent and all numbers of Delivery Assets are rounded down to the nearest whole number.

#### Assumptions:

The below examples assume that Investors decide to invest in 100,000 Units with a \$1.00 Issue Price, resulting in an Investment Amount and Loan Amount of \$100,000 in Series 2 Units.

The below examples also assume that there are no Early Maturity Events, Issuer Buy-Backs, Adjustment Events or Market Disruption Events.

#### Calculation of the Coupons

Date	Scenario 1 Positive Performance	Scenario 2 Moderate Performance	Scenario 3 Negative Performance
Reference Asset Starting Level	300	300	300
Reference Asset Level at First Coupon Determination Date	317	305	290
Reference Asset Level at Second Coupon Determination Date	330	310	295
Reference Asset Level at Third Coupon Determination Date	340	310	290
Reference Asset Level at Final Coupon Determination Date	370	315	285

#### Calculation of the First Coupon

For Scenario 1, the First Coupon per Unit would be calculated as follows at the First Coupon Determination Date:

$$\begin{aligned}
 \text{Gross First Coupon} &= \text{Min} (5\%, (\text{Max} (0, (\text{Reference AssetY1} / \text{Reference AssetY0} - 1)))) \\
 &= \text{Min} (5\%, (\text{Max} (0, (317 / 300 - 1)))) \\
 &= \text{Min} (5\%, (\text{Max} (0, (5.6667\%)))) \\
 &= \text{Min} (5\%, 5.66667\%) \\
 &= 5.00\%
 \end{aligned}$$

$$\begin{aligned}
\text{Net First Coupon} &= \text{Gross First Coupon} \times (1 - \text{Performance Fee}) \times \$1.00 \\
&= 5.00\% \times (1 - 10\%) \times \$1.00 \\
&= 5.00\% \times 90\% \times \$1.00 \\
&= 4.50\% \text{ or } \$0.045 \text{ per Unit}
\end{aligned}$$

Therefore, based on a holding of 100,000 Units, the amount payable for the First Coupon would be \$4,500.00

### Calculation of the Second Coupon

For Scenario 1, the Second Coupon per Unit would be calculated as follows at the Second Coupon Determination Date:

$$\begin{aligned}
\text{Gross Second Coupon} &= \text{Min} (5\%, (\text{Max} (0, (\text{Reference AssetY2} / \text{Reference AssetY0} - 1 - \text{Gross First Coupon})))) \\
&= \text{Min} (5\%, (\text{Max} (0, (330 / 300 - 1 - 5.00\%))) \\
&= \text{Min} (5\%, (\text{Max} (0, 5.00\%))) \\
&= \text{Min} (5\%, 5.00\%) \\
&= 5.00\%
\end{aligned}$$

$$\begin{aligned}
\text{Net Second Coupon} &= \text{Gross First Coupon} \times (1 - \text{Performance Fee}) \times \$1.00 \\
&= 5\% \times (1 - 10\%) \times \$1.00 \\
&= 5\% \times 90\% \times \$1.00 \\
&= 4.50\% \text{ or } \$0.045 \text{ per Unit}
\end{aligned}$$

Therefore, based on a holding of 100,000 Units, the amount payable for the Second Coupon would be \$4,500.00

### Calculation of the Third Coupon

For Scenario 1, the Third Coupon per Unit would be calculated as follows at the Third Coupon Determination Date:

$$\begin{aligned}
\text{Gross Third Coupon} &= \text{Min} (5\%, (\text{Max} (0, (\text{Reference AssetY3} / \text{Reference AssetY0} - 1 - \text{Gross First Coupon} - \text{Gross} \\
&\quad \text{Second Coupon})))) \\
&= \text{Min} (5\%, (\text{Max} (0, (340 / 300 - 1 - 5.00\% - 5.00\%))) \\
&= \text{Min} (5\%, (\text{Max} (0, 3.3333\%))) \\
&= \text{Min} (5\%, 3.3333\%) \\
&= 3.3333\%
\end{aligned}$$

$$\begin{aligned}
\text{Net Third Coupon} &= \text{Gross First Coupon} \times (1 - \text{Performance Fee}) \times \$1.00 \\
&= 3.3333\% \times (1 - 10\%) \times \$1.00 \\
&= 3.3333\% \times 90\% \times \$1.00 \\
&= \$0.030 \text{ per Unit}
\end{aligned}$$

Therefore, based on a holding of 100,000 Units, the amount payable for the Third Coupon would be \$3,000.00

$$\begin{aligned}
\text{Gross Final Coupon} &= \text{Max} (0, (\text{Reference AssetY4} / \text{Reference AssetY0} - 1 - \text{Gross First Coupon} - \text{Gross Second} \\
&\quad \text{Coupon} - \text{Gross Third Coupon})) \\
&= \text{Max} (0, (370 / 300 - 1 - 5.00\% - 5.00\% - 3.3333\%)) \\
&= \text{Max} (0, 10.00\%) \\
&= 10.00\%
\end{aligned}$$

$$\begin{aligned}
\text{Net Final Coupon per Unit} &= \text{Gross Final Coupon} \times (1 - \text{Performance Fee}) \times \$1.00 \\
&= 10\% \times (1 - 10\%) \times \$1.00 \\
&= 10\% \times 90\% \times \$1.00 \\
&= \$0.090 \text{ per Unit}
\end{aligned}$$

Therefore, based on a holding of 100,000 Units, the amount payable for the Final Coupon would be \$9,000.00

## Overview of Coupons for Scenarios 1, 2 and 3

The table below sets out the Coupons per Unit which would apply to Scenario 1, 2 and 3. Each of the values listed below for Scenario 2 & 3 were calculated in the same way as set out in the examples above for Scenario 1.

	Scenario 1	Scenario 2	Scenario 3
	Positive Performance	Moderate Performance	Negative Performance
Gross First Coupon	5.000%	1.6667%	0.00%
Net First Coupon	4.50% (\$0.045 per Unit)	1.50% (\$0.015 per Unit)	0.00% (\$0.00 per Unit)
Gross Second Coupon	5.000%	1.6667%	0.00%
Net Second Coupon	4.50% (\$0.045 per Unit)	1.50% (\$0.015 per Unit)	0.00% (\$0.00 per Unit)
Gross Third Coupon	3.3333%	0.0%	0.00%
Net Third Coupon	3.00% (\$0.03 per Unit)	0.00% (\$0.00 per Unit)	0.00% (\$0.00 per Unit)
Gross Final Coupon	10.000%	1.6667%	0.00%
Net Final Coupon	9.00% (\$0.09 per Unit)	1.50% (\$0.015 per Unit)	0.00% (\$0.00 per Unit)
Total Net Coupons during Investment Term on 100,000 Units	\$21,000	\$4,500	\$0

## Hypothetical Example

An Investor wants to invest into C2 - Gateway - Series 2. The interest rate on the Loan associated with C2 - Gateway - Series 2 is 2.5%p.a and the investor is required to prepay all four (4) years Interest in advance plus an Application Fee of 2.2%. Your adviser may also charge an Upfront Adviser Fee, but for the purposes of this example, this is assumed to be nil.

The Investor decides to invest \$200,000 and outlays \$24,400 cash (\$20,000 Prepaid Interest and \$4,400 Application Fee). The investor likes that the loan is Limited Recourse to the Units and that:

- There is a high 100% LVR loan (LVR = Loan to Valuation Ratio)
- any positive returns are paid out annually in the form of Coupons;
- he cannot lose more than his Prepaid Interest and any fees (\$24,400 in this example);
- there will never be a margin call on the investment;
- if the investment returns are negative, there is no shortfall to pay at Maturity;
- Loan guarantees are NOT required on the loan;
- Credit approval is simple, and it does not appear on his credit file

Below are hypothetical calculations based on a \$200,000 exposure to the Reference Asset.

	Amount
Investment Amount	\$200,000
Limited Recourse Loan (100% LVR)	(\$200,000)
Prepaid Interest (2.5%p.a x 4 years)	(\$20,000)
Application Fee (2.2% once off)	(\$4,400)
Upfront Adviser Fee (negotiated with investors adviser)	\$0
Total cash outlay	(\$24,400)

	Annual Performance of Reference Asset*	Total Reference Asset Performance (compound)	Net Coupons**	Net Gain (Coupons less Costs)	% Return on cash outlay***
Scenario 1	Down	-10.00%	\$0	-\$24,400	N/A. Loss
Scenario 2	Up 3.2% p.a	13.43%	\$24,170	-\$230	Breakeven
Scenario 3	Up 5.4% p.a	23.41%	\$42,144	\$17,744	73%
Scenario 4	Up 7% p.a	31.08%	\$55,943	\$31,543	129%
Scenario 5	Up 9% p.a	41.16%	\$74,085	\$49,685	204%

\* Hypothetical only. For illustrative purposes and not an indication of expected future performance.

\*\* Cumulative value of Coupons (Net of Performance Fees).

\*\*\* Cumulative return over the life of the investment (i.e. not a per annum per return)

## SECTION 4: FURTHER INFORMATION ON THE REFERENCE ASSET

The Bloomberg code for the reference asset is CB CIXBPF5. C2 Specialist Investments will have a webpage dedicated to investors, so they can track the performance of their investment and the Reference Asset. The URL for the webpage will be sent to investors after the trade has commenced via their investment confirmation notice.

Further information about the index methodology of the Reference Asset may be found at <https://investmentstrategies.citi.com>

### Constituents of the Core Asset and the Reserve Asset (“RoRo Assets”)

#### 1. Constituents of the Core Asset

	Constituent (Core)	Electronic Page (Bloomberg)	Classification*	Base Percentage Weight	Reference Currency	FX Adjusted ?
1	S&P 500 E-Mini Active Contract	ESA <Index>	ETD Contract	12%	USD	Hedged
2	Nikkei 225 Active Contract	NKA <Index>	ETD Contract	12%	JPY	Hedged
3	Stoxx Europe 600 Active Contract	SXOA <Index>	ETD Contract	12%	EUR	Hedged
4	ASX SPI 200 Active Contract	XPA <Index>	ETD Contract	12%	AUD	N/A
5	mini MSCI EM Active Contract	MESA <Index>	ETD Contract	12%	USD	Hedged
6	S&P GSCI Gold Index ER	SPGSGCP <Index>	ETD Contract	5%	USD	Hedged
7	S&P GSCI Crude Oil Index ER	SPGCCLP <Index>	ETD Contract	5%	USD	Hedged
8	Euro Bund Active Contract	RXA <Comdty>	ETD Contract	7.5%	EUR	Spot
9	Japan Gov't Bond 10Yr Active Contract	JBA <Comdty>	ETD Contract	7.5%	JPY	Spot
10	Australian Gov't Bond 10Yr Active Contract	XMA <Comdty>	ETD Contract	7.5%	AUD	N/A
11	U.S. Treasury Note, 10Yr Active Contract	TYA <Comdty>	ETD Contract	7.5%	USD	Spot

#### 2. Constituents of the Reserve Asset

	Constituent (Reserve)	Electronic Page (Bloomberg)	Classification*	Base Percentage Weight	Reference Currency	FX Adjusted ?
1	Euro Bund Active Contract	RXA <Comdty>	ETD Contract	25%	EUR	Hedged
2	Japan Gov't Bond 10Yr Active Contract	JBA <Comdty>	ETD Contract	25%	JPY	Hedged
3	Australian Gov't Bond 10Yr Active Contract	XMA <Comdty>	ETD Contract	25%	AUD	N/A
4	U.S. Treasury Note, 10Yr Active Contract	TYA <Comdty>	ETD Contract	25%	USD	Hedged

\* ETD Contract means exchange traded derivative contract



## SECTION 5: MASTER PDS

For the Master PDS (with Loan), please [CLICK HERE](https://www.c2financialgroup.com.au/c2simasterpdswithloan)  
(<https://www.c2financialgroup.com.au/c2simasterpdswithloan>)

## C2 – GATEWAY – SERIES 2 APPLICATION FORM

This is an Application Form for C2 - Gateway - Series 2 Units issued by C2 Specialist Investments Pty Ltd (ACN 622 433 032) (and arranged by C2 Financial Services Pty Ltd (AFSL: 502171. ACN 621 428 635). This Application Form accompanies the Term Sheet PDS dated 15 April 2019, the Master PDS (with Loan) dated 22 November 2018 and any supplementary PDS issued for the Units. It is important that you read the Term Sheet PDS and Master PDS (with Loan) in full and the acknowledgements contained in this Application Form before applying for the Units. The Issuer will provide you with a paper copy of the Term Sheet PDS including the Master PDS, any supplemental PDS and the Application Form, on request without charge.

A person who gives another person access to the Application Form must at the same time and by the same means give the other person access to the PDS including any supplemental PDS.

The Minimum Investment is 50,000 Units in each Series.

This Application Form and direct debit details must be received by the Registrar by 4:00 pm in order to be processed) and Units are only issued on receipt of:

- this Application Form,
- approval of the Application by the Issuer and Lender, and
- verification of the applicant's identity
- payment in full of the Prepaid Interest and any applicable Fees per the relevant Term sheet PDS.

Potential investors should obtain independent financial and taxation advice as to the suitability of this investment to them having regard to their investment objectives, financial situation and particular needs. Nothing in this PDS is a recommendation by the Issuer, the Security Trustee, the Custodian or their related bodies corporate concerning investment in the Units or any specific taxation consequences arising from an investment in the Units.

Are you an existing investor with C2 Specialist Investments Pty Ltd?

YES:

- Please provide your existing Security Reference Number ("SRN") and we will link the investment to your account. Your SRN can be found by logging into Registry Direct at [www.registrydirect.com.au](http://www.registrydirect.com.au)
- You are only required to complete Section C, J & K.

SRN:

INVESTOR NAME:

NO

- Please complete all relevant sections, and return with relevant certified

What type of person or entity is applying? Please tick one box ONLY and complete all the sections indicated.

- Individual or joint– must complete section A1, B, C, D, E, F, G, H and I
- Australian Company – must complete A1 (Directors), A2, B, C, D, E, F, G, H and I
- Trust / Super Fund with Individuals as Trustee – must complete A1 (Trustees), A3, B, C, D, E, F, G, H, I and J
- Trust / Super Fund with Corporate Trustee – must complete A1 (Directors), A2 (Company), A3, B, C, D, E, F, G, H, I and J

**A1 INDIVIDUAL INVESTOR DETAILS (MUST COMPLETE)** (including individuals acting as trustee and corporate directors)  
**INVESTOR 1** (Your name **MUST** match your ID exactly.)

All individuals must provide certified copies of photo identification, such as passports, driver's licenses or similar government issued photo ID

Title	Given Names (in full)	Surname	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Date of Birth (dd/mm/yyyy)	Country of Citizenship		
<input type="text"/>	<input type="text"/>		
Residential Address			
<input type="text"/>			
City/Suburb/Town	State	Postcode	Country
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Email Address			
<input type="text"/>			
Telephone (home)	Area Code	Number	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Telephone (Business Hours)	Area Code	Number	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Mobile			
<input type="text"/>			
Fax	Area Code	Number	
<input type="text"/>	<input type="text"/>	<input type="text"/>	

**INVESTOR 2** (Your name **MUST** match your ID exactly.)

Title	Given Names (in full)	Surname	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Date of Birth (dd/mm/yyyy)	Country of Citizenship		
<input type="text"/>	<input type="text"/>		
Residential Address			
<input type="text"/>			
City/Suburb/Town	State	Postcode	Country
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Email Address			
<input type="text"/>			
Telephone (home)	Area Code	Number	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Telephone (Business Hours)	Area Code	Number	
<input type="text"/>	<input type="text"/>	<input type="text"/>	
Mobile			
<input type="text"/>			
Fax	Area Code	Number	
<input type="text"/>	<input type="text"/>	<input type="text"/>	

## A2 AUSTRALIAN CORPORATIONS & CORPORATE TRUSTEES

Must provide a certified copy of an ASIC search on the company name or certificate of registration.

Full name of the company as registered by ASIC

ACN or ABN

Registered Office Address (PO Box is NOT acceptable)

City/Suburb/Town

State

Postcode

Country

Principal Place of Business (if any) (PO Box is NOT acceptable)

Investor 2

City/Suburb/Town

State

Postcode

Country

Main Contact

Email Address

### COMPANY TYPE

Public – note that at least one Director must also complete A1

Proprietary – complete Director details below for all directors and at least one Director must also complete A1

How many directors are there: Each Director's name in full (in Capitals)

If the company is a proprietary company and is not a regulated company, the full name and residential address (in capitals) of each individual that who owns, through one or more shareholdings, more than 25% of the issued capital of the Company.

If the company is a majority owned subsidiary of an Australian listed company, the name of the listed company and the relevant exchange.

If the company is regulated, the name of the regulator and details of the relevant license.

## A3 TRUSTS or SUPER FUND DETAILS

Must provide certified copy of the first few pages of the Trust deed or ATO website extract or ATO communication

Name of Trust or SMSF

Country of establishment

Date of establishment

ABN

BENEFICIARY 1

Name

ABN (if applicable)

BENEFICIARY 2

Name

ABN (if applicable)

BENEFICIARY 3

Name

ABN (if applicable)

**TAX FILE NUMBER**

TFN Details for the Entity making the investment (e.g, if investing using a SMSF, please provide TFN details for the SMSF)

Are you an Australian resident for tax purposes?  Yes  No

If no, please specify your country of tax residence

Australian Tax File Number  Or  Exempt from quoting a tax file number  
(This information requested by C2 Nominees Pty Ltd as Custodian)Exemption details (if applicable) **SECTION B - ACCOUNT CONTACT DETAILS (MUST COMPLETE)**

Please indicate your preferred account contact details

- Same as Section A
- Please use the following address for correspondence

Main Contact

Postal Address

City/Suburb/Town

State

Postcode

Country

Email Address

Telephone (home)

Area Code

Number

Telephone (Business Hours)

Area Code

Number

Mobile

Fax

Area Code

Number

**SECTION C - INVESTMENT DETAILS (MUST COMPLETE)****Details of the Units to be purchased:**

Details of the Units to be purchased:	
	C2 - Gateway - Series 2 (Citi Global Multi-Asset AUD Index)
Number of Units	
Issue Price	\$1.00 per Unit
Investment Amount (\$)	\$ _____ (Units x \$1.00)
Prepaid Interest (A) (Investment Amount x 2.5% p.a x 4 years)	\$ _____ (Investment Amount x 2.5% x 4 years)
Application Fee (B) (Investment Amount x 2.2%)	\$ _____ (Investment Amount x 2.20%)
Upfront Adviser Fee* (D)	\$ _____
<b>Total Amount Payable* (A) + (B) +(C)+(D)</b>	<b>\$ _____</b>

\*Adviser Fees are collected by the Issuer and paid to your advisers dealer group. Please discuss and agree with your adviser the total amount that you will pay (if any) for financial product advice given by your adviser to you in relation to your investment in the Units.

By signing the Application Form you irrevocably authorise the Issuer to collect the Adviser Fee (if any) specified on this Application Form at the same time as the other payments are direct debited and irrevocably direct the Issuer to pay these amounts to your adviser on your behalf.

## SECTION D - BANK ACCOUNT DETAILS

### Payment Instructions:

- Please **Direct Debit** my bank account below for Application Monies calculated in Part C, and pay any Coupons owed to me during the Investment Term to the below account.

OR

- I will arrange an **EFT** for the Application Monies to C2 Specialist Investments by the due date. Please pay any Coupons owed to me during the Investment Term to the below account.

I/We authorise and request C2 Specialist Investments Pty Ltd (ACN 622 433 032), (or its nominee, related entity assignee, transferee, participant or sub-participant as required), until further notice in writing, to arrange, through its own Financial Institution, for any amount that C2 Specialist Investments Pty Ltd may properly charge me/us to be debited from my/our Nominated Account via the Bulk Electronic Clearing System at the financial institution shown below and paid to C2 Specialist Investments Pty Ltd subject to the terms and conditions of the Direct Debit Request Service Agreement in this PDS. Investors should ensure sufficient funds are in the Nominated Account from this date to prevent any dishonour fees.

### Account Details

Bank Name/Institution

Branch Name and Address

City/Suburb/Town

State

Postcode

Country

BSB Account Name

Account Number

**Important Note:** Bank account name(s) must match the Applicant name(s) in the Application Form and be signed by that person(s). If a company or corporate Trust is applying, this form must be signed by either the sole director (if there is only one) OR two directors or a director and secretary (if there are two or more).

In the case of a joint account, both signatures are required in Section J

## SECTION E - OPERATING AUTHORITY (MUST COMPLETE)

When giving instructions to us about your investment please indicate who has authority to operate your account: INDIVIDUAL/JOINT ACCOUNTS (if no box is ticked we will assume all can sign)

- any one applicant to sign       both applicants to sign

COMPANY, TRUST, SUPER FUND ACCOUNTS (if no box is ticked all future written instructions must be signed by two directors/trustees, director and secretary, or the sole director)

- any one applicant to sign       any two applicants to sign       all applicants to sign       Other

## SECTION F - PRIVACY

C2 Specialist Investments Pty Ltd and its related companies may wish to contact you about future investment opportunities that may be of interest. Please tick the box if you do NOT wish to be contacted for this purpose.

- I/We do not wish to receive information from C2 Specialist Investments Pty Ltd or related companies regarding future investment opportunities

## SECTION G - PROVIDING IDENTIFICATION

- I/We confirm I/we have ATTACHED CERTIFIED COPIES of the required proof of identification with this Application Form for each investor/applicant.

Persons authorised to certify a copy of the documents used to verify individual's identity can be found in Section 19

## SECTION H - DECLARATIONS & SIGNATURES

### YOU SHOULD READ THE TERM SHEET IN FULL BEFORE SIGNING THIS APPLICATION FORM

By completing this Application Form you:

1. declare that you have read and understood this Term Sheet PDS and the Master PDS.
2. declare that you have read and understood Section 6 "Terms of the Deferred Purchase Agreement" of the Master PDS.
3. declare that you have read and agree to the terms of Section 8 "Loan Agreement" of the Master PDS.
4. agree to the collection, use and disclosure of your personal information provided in this Application Form.
5. declare that you have received this Term Sheet PDS and the Master PDS personally, electronically or a print-out of it, accompanied by or attached to this Application Form before signing the form.
6. declare that all information provided in the Application Form or any other information provided in support of the Application is true and correct.
7. acknowledge that none of Issuer, Custodian or any member of their respective groups or any of their directors or associates or any other entity guarantees the performance of or the repayment of capital invested in, or income from the Units.
8. declare that if the Execution Page of this Application Form is signed under power of attorney, you have no knowledge of the revocation of that power of attorney.
9. declare that you have the power to make an investment in accordance with this application, including the Application for the Loan in accordance with the Loan Agreement and the Units in accordance with the terms of this PDS.
10. declare that you have read and understood the Direct Debit Request Service Agreement.
11. confirm and make the declarations set out in the Direct Debit Authority.
12. declare that sole signatories signing on behalf of a company are signing as sole director or as a sole director/secretary of the company.
13. acknowledge that an investment in the Units is subject to risks including possible delays in repayment and possible loss of capital invested.
14. agree to be bound by the provisions of the terms and conditions of the Units set out in the PDS, specifically those contained in Section 6 "Terms of the Deferred Purchase Agreement" and Section 8 "Loan Agreement" of the Master PDS, and as amended from time to time.
15. acknowledge that the terms and conditions of the Units are an agreement between the Issuer, the Custodian and the Investor arising on the terms and conditions set out in Section 6 "Terms of the Deferred Purchase Agreement" of the Master PDS.
16. acknowledge that you give the indemnities in clause 12 of Section 6 "Terms of the Deferred Purchase Agreement" and clause of Section 8 "Loan Agreement" of the Master PDS for the benefit of the Issuer and the Custodian.
17. acknowledge that this PDS does not constitute an offer in any jurisdiction in which, or to any person of whom, it would be unlawful to make the offer.
18. declare that if investing as a trustee of a trust ("Trust") (including acting as trustee for a superannuation fund) you are acting in accordance with your designated powers and authority under the Trust Deed. In the case of Superannuation Funds, you also confirm that the funds are complying funds under the Superannuation Industry (Supervision) Act.
19. declare that if investing as a trustee of a trust (Trust) (including acting as trustee for a superannuation fund), you are familiar with the documents constituting the trust (the Trust Documents) (and as amended, if applicable) purporting to establish, and relating to, the Trust and hereby declare and confirm that:
  - a) the Trust and the Trust Documents have been validly constituted and is subsisting at the date of this declaration;
  - b) you will be and are empowered and authorised by the terms of the Trust Documents examined by you to enter into and bind the Trust to the transactions completed by the Terms and this Term Sheet PDS and the Master PDS;
  - c) the transactions completed by the Terms and this Term Sheet PDS and Master PDS do or will benefit the beneficiaries of the Trust; and
  - d) you have all the power, authority and discretion vested as trustee to apply for and hold the Units.
20. acknowledge that there is a Security Interest over the Hedge, known as the Hedge Security Deed (described in Section 3 "Security Arrangements" of the Master PDS) and you are entitled to the benefit of the Hedge Security Deed, bound by the terms of the Hedge Security Deed and must perform all of the obligations and comply with all restrictions and limitations applicable to you under the Hedge Security Deed. You also acknowledge that the benefit of the Hedge Security Deed is held by the Security Trustee on trust for you in accordance with the Security Trust Deed (described in Section 3 "Security Arrangements" of the Master PDS).
21. acknowledge that all information relating to this Application Form for investment or any subsequent information relating to this investment may be disclosed to any service provider and to your adviser. This authority will continue unless revoked in writing by you.
22. If you use the facsimile or email facility you:
  - a) release, discharge and agree to indemnify the Issuer and their agents, including the registrar and their respective officers from and against all losses, liabilities, actions, proceedings, accounts, claims and demand arising from instructions received under the facility;
  - b) agree that a payment made in accordance with the conditions of the facility shall be in complete satisfaction of all obligations to you for a payment, notwithstanding it was requested, made or received without your knowledge or authority.
23. acknowledge the Issuer has entered into custodial arrangements with C2 Nominees Pty Ltd ("Custodian") .
24. acknowledge that your Units will be issued to the Custodian on your behalf and the Custodian will hold your Units subject to the Investor Security Deed in accordance with the terms of the Loan Agreement and the Custody Deed.
25. irrevocably direct and authorise the Lender to draw down the Loan Amount and pay the amount directly to the Issuer in satisfaction of your obligation to pay your Investment Amount.
26. irrevocably direct and authorise the Issuer to apply each Fixed Coupon as set off against your obligation to pay the Annual Prepaid Interest for the relevant period as described in this PDS.
27. acknowledge that if the Units are subject to Early Maturity for any reason, you will not be entitled to any Final Coupon payable or the Delivery Parcel on or after the occurrence of the relevant Early Maturity Event.
28. irrevocably direct and authorise the payment of the Final Coupon, Buy-Back Price, Termination Payment, Early Maturity Value and Sale Monies to be paid firstly to the Lender in repayment of the Loan Amount. However the Lender does not intend to apply the Final Coupon (if any) to the Loan Amount during the Investment Term unless there is an Event of Default under the Investor Security Deed.
29. if you fail to pay the Loan Amount, you assign all of your rights under the Loan Agreement to the Acceptor and the Acceptor will



- assume all of your obligations under the Loan Agreement on your behalf. You will be deemed to direct the Custodian to hold the Delivery Parcel on your behalf, and to authorise and direct the Issuer (or its nominees) to sell or procure the sale of the Delivery Parcel and to apply the resulting Sale Monies (which includes a deduction for Delivery Costs) to pay the Lender an amount equal to the Loan Amount when the Acceptor assumed your obligations under the Loan.
30. agree and acknowledge that their recourse against the Issuer is limited to the Secured Property only and otherwise they can take no action against the Issuer.
  31. irrevocably appoint for valuable consideration the Issuer, its related bodies corporate and each of their respective employees whose title includes the word "director" jointly, and each of them severally as my/our true and lawful agent to do all acts and things:
    - a) necessary to bind you to the Terms, give effect to the Terms, including without limitation, completing or amending any Application Forms (if the Issuer, in its absolute discretion, has accepted the Application Form);
    - b) necessary to give effect to, amend, execute, register or enforce the Custody Deed or Investor Security Deed and bind you to the terms of the Custody Deed;
    - c) that the Investor is obliged to do under the Terms;
    - d) which, in the opinion of the Issuer are necessary in connection with:
      - i. payment of any moneys to the Investor;
      - ii. the Maturity process, including without limitation, if an Early Maturity Event occurs;
  - iii. any Issuer Buy-Back;
  - iv. the Delivery Assets, including without limitation the delivery or sale of the Delivery Assets;
  - v. the repayment of the Loan Amount;
  - vi. the Investor Security Deed, including without limitation the perfection and enforcement of the Investor Security Deed.
  32. indemnify the agent against all claims, losses, damages and expenses suffered or incurred as a result of anything done in accordance with the above agency appointment.
  33. agree to give further information or personal details to the issuer if it reasonably believes that it is required to meet its obligations under anti-money laundering counterterrorism or taxation legislation. By making this application, you represent and covenant that the funds you are investing are not the proceeds of crime or money laundering, nor connected with the financing of terrorism. You agree that the Issuer may in its absolute discretion determine not to issue units to you, may cancel any units that have been issued to you or may redeem any units issued to you if the Issuer believes that such action is necessary or desirable in light of its obligations under the Commonwealth Anti-Money Laundering and Counter-Terrorism Financing Act 2006 or any related legislation.
  34. Have read and understand the Privacy Policy for the Issuer and the Security Trustee as described in detail in Section 5 "Additional Information" of the Master PDS

## DIRECT DEBIT REQUEST SERVICE AGREEMENT

Between the Investor and C2 Specialist Investments Pty Ltd ACN 622 433 032.

This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from your account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

Between the Investor and C2 Specialist Investments Pty Ltd ACN 622 433 032.

This debit or charge will be made through the Bulk Electronic Clearing System (BECS) from your account held at the financial institution you have nominated below and will be subject to the terms and conditions of the Direct Debit Request Service Agreement.

### 1. Definitions

The following definitions apply in this agreement.

**"Account"** means the account held at Your Financial Institution from which We are authorised to arrange for funds to be debited.

**"Agreement"** means this Direct Debit Request Service Agreement between You and Us.

**"Banking Day"** means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

**"Debit Day"** means the day that payment by You to Us is due.

**"Debit Payment"** means a particular transaction where a debit is made.

**"Direct Debit Request"** means the Direct Debit Request between Us and You.

**"Our, Us or We"** means C2 Specialist Investments Pty Ltd (ACN 622 433 032) which You have authorised by signing a Direct Debit Request.

**"Term Sheet"** means the document to which this Agreement was attached and which sets out the terms of the offer

**"You or Your"** means the person(s) who has signed or authorised by other means the Direct Debit Request.

**"Your Financial Institution"** is the financial institution where You hold the Account that You have authorized Us to arrange to debit.

### 2. Debiting Your account

2.1 By signing an Application Form that contains the Direct Debit Request, You have authorised Us to arrange for funds to be debited from Your Account. You should refer to the Direct Debit Request and this agreement for the terms of the arrangement between Us and You.

2.2 We will only arrange for funds to be debited from Your Account as authorised in the Direct Debit Request.

2.3 If the Debit Day falls on a day that is not a Banking Day, We may direct Your Financial Institution to debit Your Account on the following Banking Day.

2.4 If You are unsure about which day Your Account has or will be debited You should ask Your Financial Institution.

### 3. Amendments by Us

3.1 We may vary any details of this Agreement or a Direct Debit Request at any time by giving You at least fourteen (14) days written notice.

### 4. Amendments by You

4.1 You may change, stop or defer a debit payment, or terminate this agreement by providing Us with at least fourteen (14 days) notification by writing to:

C2 Specialist Investments Pty Ltd PO Box R1373  
Royal Exchange NSW 1225

or  
by telephoning Us on 02 8098 0300 during business hours;

or  
arranging it through Your own financial institution.

### 5. Your obligations

5.1 It is Your responsibility to ensure that there are sufficient clear funds available in Your Account to allow a Debit Payment to be made in accordance with the Direct Debit Request.

5.2 If there are insufficient clear funds in Your Account to meet a Debit Payment:

- (a) You may be charged a fee and/or interest by Your Financial Institution;
- (b) You may also incur fees or charges imposed or incurred by Us; and
- (c) You must arrange for the Debit Payment to be made by another method or arrange for sufficient clear funds to be in Your Account by an agreed time so that We can process the Debit Payment.

5.3 You should check Your account statement to verify that the amounts debited from Your Account are correct

5.4 If We are liable to pay goods and services tax ("GST") on a supply made in connection with this Agreement, then You agree to pay Us on demand an amount equal to the consideration payable for the supply multiplied by the prevailing GST rate.

### 6. Dispute

6.1 If You believe that there has been an error in debiting Your Account, You should notify Us directly and confirm that notice in writing with Us as soon as possible so that We can resolve Your query more quickly. Alternatively You can take it up with Your Financial Institution direct.

6.2 If We conclude as a result of Our investigations that Your Account has been incorrectly debited We will respond to Your query by arranging for Your Financial Institution to adjust Your account (including interest and charges) accordingly. We will also notify You in writing of the amount by which Your Account has been adjusted.

6.3 If We conclude as a result of Our investigations that Your Account has not been incorrectly debited We will respond to Your query by providing You with reasons and any evidence for this finding in writing.

### 7. Accounts

You should check:

- (a) with Your Financial Institution whether direct debiting is available from Your account as direct debiting is not available on all accounts offered by financial institutions;
- (b) Your account details which You have provided to Us are correct by checking them against a recent account statement; and
- (c) with Your Financial Institution before completing the Direct Debit Request if You have any queries about how to complete the Direct Debit Request.

### 8. Confidentiality

8.1 We will keep any information (including Your account details) in Your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that We have about You secure and to ensure that any of our employees or agents who have access to information about You do not make any unauthorised use, modification, reproduction or disclosure of that information.

8.2 We will only disclose information that We have about You:

- (a) to the extent specifically required by law; or
- (b) for the purposes of this agreement (including disclosing information in connection with any query or claim).

### 9. Notice

9.1 If You wish to notify Us in writing about anything relating to this agreement, You should write to Your Account Manager.

9.2 We will notify You by sending a notice in the ordinary post to the address You have given Us in the Application Form to the Term Sheet.

9.3 Any notice will be deemed to have been received on the third banking day after posting. Execution by You of the Application Form that contains the Direct

Debit Request deems You to have read and understood the terms of this Direct Debit Request Service Agreement.

## SECTION I – FATCA & CRS STATUS

1. Are you a US citizen or resident or Specified US Person of the US for tax purposes?

- No: Continue to question 2
- Yes: Provide your Taxpayer Identification Number (TIN) below. Continue to question 2

TIN

2. Are you a tax resident of any other country outside of Australia?

- No: Go to Section J
- Yes: Provide the details below and Go to Section J. If resident in more than one jurisdiction please include details for all jurisdictions

	Country of Tax Residence	Tax Identification Number (TIN) or equivalent	Reason Code if no TIN Provided
1			
2			
3			

If TIN or equivalent is not provided, please provide reason from the following options:

- Reason A: The country/jurisdiction where the entity is resident does not issue TINs to its residents
- Reason B: The entity is otherwise unable to obtain a TIN or equivalent number (Please explain why the entity is unable to obtain a TIN in the below table if you have selected this reason)
- Reason C: No TIN is required. (Note. Only select this reason if the domestic law of the relevant jurisdiction does not require the collection of the TIN issued by such jurisdiction)

If Reason B has been selected above, explain why you are not required to obtain a TIN

## SECTION J - EXECUTION PAGE

This execution page forms part of the Application Form and Direct Debit Request.

### Acknowledgments

I/We understand and acknowledge that by signing below:

- I/We have read and understood, and agree to, the terms and conditions governing the direct debit arrangements between me/us and C2 Specialist Investments Pty Ltd as set out in the Direct Debit Request Service Agreement of this Term Sheet; and
- I/We make the declarations set out in Section H of this Application Form.
- I / We irrevocably authorise the Issuer to collect the Upfront Adviser Fee (if any) specified on our Application Form at the same time as the other payments are direct debited and irrevocably direct the Issuer to pay these amounts to your adviser on our behalf.
- I/We indemnify the Issuer against any claim from an adviser to recover the Upfront Adviser Fee (if any) once the investment has commenced and Units have been issued.
- Investment Purpose Declaration

I/We declare that the credit to be provided to me/us by the credit provider is to be applied wholly or predominantly for investment purposes other than investment in residential property.

- **IMPORTANT:** You should only sign this declaration if this loan is wholly or predominantly investment purposes other than investment in residential property.
- By signing this declaration you may lose your protection under the National Credit Code.

Signature of Unitholder 1

Name of Unitholder 1

Date

Tick capacity - mandatory for companies  Sole Director  Director  Secretary

Tick capacity if appropriate  Individual Trustee  Corporate Trustee  Partner

Signature of Unitholder 2

Name of Unitholder 2

Date

If you are signing this form in your own capacity, then please state your name and the capacity in which you are signing e.g. James West, director of West Pty Ltd as Trustee for the West Family Trust.

Tick capacity - mandatory for companies  Sole Director  Director  Secretary

Tick capacity if appropriate  Individual Trustee  Corporate Trustee  Partner

## SECTION K - TRUSTEE DECLARATION (TRUSTS & SMSFS TO COMPLETE)

This form must be provided to the Issuer by you, as Trustee of the Trust named in the Application Form (the "Trust"), if you are applying for the C2 - Gateway - Series 2.

### Dear Sir/Madam

This Trustee's Declaration is provided to the Issuer (and each of its related bodies corporate) in connection with the issue of the C2 - Gateway - Series 2

I am the Trustee of the Trust and am familiar with the documents constituting the Trust (the "Trust Documents") (and as amended if applicable) purporting to establish, and relating to, the Trust.

I hereby declare and confirm that:

1. The Trust and Trust Documents to have been validly constituted and is subsisting at the date of this declaration
2. I am empowered and authorised by the terms of the Trust Documents examined by me to enter into and bind the Trust to the transactions contemplated by the Terms of the C2 - Gateway - Series 2 Term Sheet PDS dated 15 April 2019 (as relevant) and the Master PDS dated 22 November 2018.

Signature of (Director/Trustee 1)

Trustee (Print Name)

Date

Tick capacity - mandatory for companies  Sole Director  Director  Secretary

Tick capacity if appropriate  Individual Trustee  Corporate Trustee  Partner

Signature of (Director/Trustee 2)

Director/Trustee 2 (Print Name)

Date

Tick capacity - mandatory for companies  Sole Director  Director  Secretary

Tick capacity if appropriate  Individual Trustee  Corporate Trustee  Partner

**ADVISER USE ONLY**

Adviser Name (in full)

Adviser Postal Residential Address

City/Suburb/Town

State

Postcode

Country

Adviser Phone (business hours)

Adviser Stamp

Adviser Email

Dealer Group name

Dealer Phone (business hours)

Dealer Group AFS License Number

Dealer Group ABN

**IMPORTANT – MUST BE COMPLETED FOR EACH APPLICATION**

The following must be completed in order to fulfil the legislative requirements of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 as amended from time to time (“AML/CTF”). Please refer to Section 12 of the Master IM for a guide to acceptable identification documentation.

ID Documents Details	Applicant 1	Applicant 2
Verified From	<input type="checkbox"/> Original <input type="checkbox"/> Certified Copy	<input type="checkbox"/> Original <input type="checkbox"/> Certified Copy
Document Issuer		
Issue Date		
Expiry Date		
Document Number		

**Applicant Information**

I confirm the following:

- I confirm that I have sighted original or certified copies of the Applicants identity documents.
- I will hold the material from which I have verified the information for 7 years from the date of this investment.
- I have attached identity documents for this Application and will provide any available information about that client, if requested by the Issuer, its Agent or AUSTRAC.
- I acknowledge that it may be a criminal offence to knowingly provide false, forged, altered or falsified documents or misleading information or documents when completing this Application form.

Payment of the Upfront Adviser Fee (if any) - consent to fee payment arrangements

By signing this Application Form, we:

- agree that our fee for the provision of financial product advice to the Investors(s) (i.e. the Upfront Adviser Fee (if any)) is as specified in Section C of the Application Form;
- consent to the collection of the Upfront Adviser Fee (if any) by the Issuer;
- agree that the Issuer has no liability to us for the amount of the Upfront Adviser Fee (if any) or the collection or remittance of the Upfront Adviser Fee (if any) to us;
- agree and acknowledge that if the Issuer decides not to proceed with the issue of the Units for any reason then the Upfront Adviser Fee (if any) will not be collected (or, if collected, will be returned to applicants without interest), the Upfront Adviser Fee (if any) will not be payable to us and we will have no action against the Issuer in respect of the Upfront Adviser Fee (if any) ;
- agree and acknowledge that if the Unitholder(s) investment in the Units is terminated for any reason, the Upfront Adviser Fee (if any) will not be collected and we will have no action against the Issuer in respect of any unpaid Upfront Adviser Fee (if any) ; and
- agree to indemnify and hold the Issuer harmless against any damage, loss, cost, liability or expense of any kind (including without limitation penalties, fines and interest) incurred by the Issuer arising from or connecting in any way with the collection and remittance of the Upfront Adviser Fee (if any)

Authorised Investment Adviser Signature

Date

Authorised Representative Number

This is an Issuer Buy-Back Form for Units in the C2 - Gateway - Series 2 issued by C2 Specialist Investments Pty Ltd (ACN 622 433 032) and arranged by C2 Financial Services Pty Ltd (AFSL: 502171. ACN 621 428 635). This Issuer Buy-Back Form accompanies the Term Sheet PDS dated 15 April 2019, Master PDS dated 22 November 2018 and any supplementary PDS issued for the Units (PDS). This form is to be used if you are an investor in the Units and wish to request an Issuer Buy-Back prior to Maturity. Please see the instructions on how to complete this Form in the PDS. This Buy-Back Request Form must be received by the Registrar by 2:00 pm in order to be processed that day.

### SECTION A - INVESTOR DETAILS

I/We hereby apply for the following Units issued by C2 Specialist Investments Pty Ltd (ACN 622 433 032) pursuant to the Term Sheet PDS dated 15 April 2019 and Master PDS dated 22 November 2018 to be transferred from me/us to the Issuer.

Name of Seller (if a company, please provide full name and ABN/ACN/ARBN):

Address

City/Suburb/Town

State

Postcode

Country

Telephone

### SECTION B - DETAILS OF THE UNITS TO BE SOLD

Investment: C2 – Gateway Series 2

Total Number of Units to be Sold  
(this must be greater than or equal to the Minimum Buy-Back Amount)\*

\* The Minimum Buy-Back Amount is 10,000 Units in a particular Series, provided Investors continue to hold at least 10,000 Units in that Series.

### SECTION C - DECLARATIONS & SIGNATURES

I/We the registered Unitholder(s) request the Issuer Buy-Back the Units specified above, subject to the conditions contained in the Term Sheet PDS and Master PDS on which I/we held those Units at the time of signing of this form.

1. I/We the registered Unitholder(s) request the Issuer Buy-Back the Units specified above, subject to the conditions contained in the Term Sheet PDS and Master PDS on which I/we held those Units at the time of signing of this form.
2. I/We have full legal power to request this Issuer Buy-Back and do so free of any encumbrance or security (whether registered or not)
3. I/We understand I/We will have no further exposure to the Reference Asset after the Units are bought back
4. I/We understand that there may be significant Break Costs (including Loan Break Costs) for the Issuer Buy-Back.
5. I/We understand that the Buy-Back Price (if any) may differ significantly from the quoted value provided by C2 Specialist Investments Pty Ltd and/or the Hedge Provider.
6. I/We understand that the Buy-Back Price will first be applied against my outstanding Loan Amount and only the surplus (if any) will be paid to me/us.
7. I/We understand that the tax outcome may differ from the Term Sheet PDS and Master PDS by participating in an Issuer Buy-Back.
8. The Issuer strongly recommends you seek independent expert tax advice before submitting this request.
9. I/We understand by submitting the Issuer Buy-Back request, that it is irrevocable.

Name of Unitholder 1

Date

Signature of Unitholder 1



**Directory**

**C2 Specialist Investments Pty Ltd**  
Level 1, 19a Playfair St  
Sydney NSW 2000

PO Box R1373  
Royal Exchange NSW 1225

P: +61 2 8098 0300

**Registrar:**

Registry Direct  
Level 6, 2 Russell Street  
Melbourne VIC 3000

Telephone: 1300 55 66 35  
Mail: PO Box 18366, Collins Street East VIC 8003

**Issuer's Solicitors:**

Baker & McKenzie  
Tower One – International Towers Sydney  
Level 46, 100 Barangaroo Avenue  
Sydney NSW 2000

**All Application Forms and Correspondence to:**

C2 Specialist Investments Pty Ltd  
PO Box R1373  
Royal Exchange NSW 1225