



**DEFERRED PURCHASE AGREEMENT  
MASTER INFORMATION MEMORANDUM**

21 September 2020

**FOR WHOLESALE INVESTORS ONLY**

### Important information

This Master Information Memorandum (“**Master IM**”) forms part of the documentation for the offer of an agreement to purchase the shares (“**Delivery Assets**”) specified in the relevant Term Sheet on certain terms including deferred delivery for the Investment Amount (“**the Offer**”). This Master IM should be read in conjunction with the relevant Term Sheet. This Master IM is dated 21 September 2020 and is issued by C2 Specialist Investments Pty Ltd (ACN 622 433 032) (“**the Issuer**”) and arranged by CC2 Funds Management Pty Ltd (AFSL: 518180. ACN 635 069 028) (“**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 Master IM has not been lodged, and is not required to be lodged with the Australian Securities and Investments Commission (“**ASIC**”). ASIC and its officers take no responsibility for the contents of this Master IM.

Apart from being named as the arranger of the issue of Units, the Arranger takes no responsibility for the contents of this Master IM. To the maximum extent permitted by law, the Arranger expressly disclaims and takes no responsibility for any part of this Master IM other than the references to its name. The Arranger does not guarantee the performance of the Units, the repayment of capital invested nor any particular rate of capital or income return.

Fees in this Master IM are stated inclusive of any GST (unless stated otherwise).

Monetary amounts referred to in this Master IM are given in Australian dollars (unless stated otherwise). References to legislation in this Master IM 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 Master IM (including the Term Sheet for a Series of Units) is an important document which should be read before making a decision to acquire the Units. The information in this Master IM and the Term Sheet for a Series of Units 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 Master IM or any Term Sheet 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 of the offer for a Series and move the Commencement Date (and all or any 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 the relevant Term Sheet and the Commencement Date for that Series. 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 any application monies (including any applicable Fees), that have been paid upfront, to applicants without interest within 10 Business Days of the nominated Commencement Date.**

### Eligible investors and electronic Master IM

This Master IM (including any Term Sheet) and the Offer are available only to Australian resident wholesale investors (as defined in the Corporations Act) receiving this Master IM (including electronically) in Australia.

Applications from outside Australia will not be accepted. If anyone prints an electronic copy of this Master IM they must print all pages including the Application Form. If anyone makes this Master IM 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 Master IM 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 Master IM. Investors can find this updated information at any time at [www.c2fg.com.au/investments](http://www.c2fg.com.au/investments)

C2 Specialist Investments may be contacted on (02) 8098 0300 or at PO Box R1373 Royal Exchange NSW 1225.

### 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 the relevant Term Sheet.

### Returns not guaranteed

Returns on the Units are not guaranteed. Neither the Issuer, the Security Trustee, the Custodian, the Arranger, the Lead Distributor 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 invested nor is there any guarantee that any returns will be in excess of the total amount paid by Investors, or of any particular rate of return, on the Units. Please refer to Section 2 “Risks” in this Master IM and the relevant Term Sheet for the risks specific to the particular Series.

### Superannuation fund investors

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

### Definitions

Capitalised terms used in this Master IM have the meaning given in Section 9 “Definitions” of this Master IM and as defined in the relevant Term Sheet.

### 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 Master IM 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.

This investment carries risk. Before investing, potential Investors should read this entire Master IM and the relevant Term Sheet for a Series of Units to make sure they fully understand the risks of investing in the Units and having exposure to the relevant Reference Asset, and speak to their financial, legal and tax advisers. This document does not take into account a potential Investor’s own financial needs, investment goals or financial circumstances.

Investors should seek professional advice which considers their individual objectives, financial situation and needs before making any investment decision.

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## 1. The Units

The Units are interests in Deferred Purchase Agreements issued by the Issuer from time to time, on the terms contained in this Master IM and the relevant Term Sheet for an individual Offer or Series. The Units are designed to deliver at the Settlement Date a Delivery Parcel which has a value equivalent to the Final Value at the Maturity Date. During the Investment Term and at Maturity there may be the potential for Coupons to be paid, calculated by reference to a Reference Asset as described in the relevant Term Sheet. A Term Sheet may also refer to a “Reference Basket”, in place of a Reference Asset, in such case, each reference to a Reference Asset in this Master IM should be read as referring to the Reference Basket.

### 1.1 What do Investors receive at Maturity?

At Maturity, Investors will receive the Delivery Parcel. The number of Delivery Assets in the Delivery Parcel which an Investor receives is calculated by dividing the Final Value of the Units by the purchase price of the Delivery Assets. The calculation for the Final Value will be specified in the relevant Term Sheet.

The Term Sheet for a Series may also specify a Final Coupon to be paid in relation to Units in that Series. Unless the Term Sheet for that Series specifies otherwise, the Final Coupon will be paid in cash to Investors on the Settlement Date.

At Maturity, the Delivery Parcel will be transferred to Investors, unless an Investor asks the Issuer to sell it under the Agency Sale Option. If an Investor elects the Agency Sale Option the Investor will be deemed to direct the Issuer to direct the Custodian (or its nominee) to hold the Delivery Parcel on its behalf and to authorise and direct the Issuer (or its nominees) to sell or procure the sale of them on the Investor’s behalf. For more information please refer to Section 1.6 “Agency Sale Option” below.

### 1.2 How is the Delivery Parcel calculated?

The size of the Delivery Parcel delivered to investors is calculated by reference to the Final Value per Unit at Maturity, multiplied by the number of Units held by an Investor. The value of the Delivery Parcel you receive at Settlement will be reduced by an amount equal to the Delivery Costs and subject to rounding of the number of Delivery Assets. As at the date of this Master IM, the Issuer does not expect there to be any Delivery Costs. Investors should be aware that market movements from the Maturity Date to the Settlement Date will affect the value of the Delivery Parcel, that is, after the Maturity Date, the value of the security will be determined by the price of the security as traded on the ASX. The Issuer will transfer the Delivery Assets to Investors as soon as practical but there is a risk they may fall in value by the time they are transferred to Investors.

Should Investors prefer to receive their investment return in cash at Maturity, Investors may elect (in the Notice of Maturity) to use the Agency Sale Option and for the Issuer (or its nominee) to sell or procure the sale of their Delivery Parcel and pay them the cash Sale Monies (which includes a deduction for any Delivery Costs) instead.

The Units may mature early if an Early Maturity Event occurs or if an Investor requests (and the Issuer accepts) an Issuer Buy-Back. For further information, see section 1.9 “Early Maturity” of this Master IM and clause 5 “Early Maturity” of the Terms in this Master IM.

Delivery of the Delivery Parcel relies on the Issuer meeting its obligations and the Hedge Counterparty’s ability to meet its obligations under the Hedge. A relevant factor for the assessment of counterparty risk is the financial strength of the Issuer and Hedge Counterparty. You should refer to “Counterparty risk of Issuer, Hedge Counterparty and Security Trustee” in Section 2 “Risks” of the Master IM.

An example of how the Delivery Parcel is calculated is set out below:

#### Example

If the Final Value at Maturity was \$1.00 per Unit and assuming you held 50,000 Units, the Final Value for your entire holding will be \$50,000.

The value of the Delivery Parcel would be \$50,000 less any Delivery Costs and subject to rounding of the number of Delivery Assets.

Therefore the number of Delivery Assets that would be received by an Investor (i.e. the Delivery Parcel) would be calculated as follows:

$(\text{Final Value per Unit} \times \text{Number of Units held by Investor} - \text{Delivery Costs}) / \text{Delivery Asset Price}$ .

For example, assuming that the Delivery Asset is ordinary shares in Telstra Corporation and assuming that the Delivery Asset Price is \$3.50, the number of Delivery Assets in the Delivery Parcel for an Investor with 50,000 Units will be 14,285 (i.e.  $(\$1.00 \times 50,000) / \$3.50 = 14,285$ ) (assuming no Delivery Costs).

Delivery Asset	Delivery Asset Price	Number of Delivery Assets
Telstra Corporation	\$3.50	14,285

The Delivery Asset Price used for the purpose of this example is indicative and is provided for illustrative purposes only. The above figures were calculated on the assumption that there were no Delivery Costs applicable (as at the date of this Master IM, it is not anticipated that the Delivery Costs will apply).

In the above example, the number of Delivery Assets has been rounded down to the nearest whole number and is valued at \$49,997.50. Therefore there is a difference of \$2.50 (i.e. \$50,000 less \$49,997.50). As this amount is less than A\$20, an Investor will not receive this amount. If the fractional amount were greater than A\$20, it would be paid to the Investor's Nominated Account within 10 Business Days of the Settlement Date.

### **1.3 Delivery Parcel and substitution**

You should note that the Issuer has the right to delay or substitute the Delivery Asset if the nominated Delivery Asset is unable to be delivered due to any legal or regulatory restriction relating to the Delivery Asset (including cessation or Suspension from listing) or the Issuer, including but not limited to trade limitations resulting from internal conflict arrangements, or if it is not reasonably practicable or economically viable for the Issuer, in its discretion, to deliver the nominated Delivery Assets.

In these circumstances, the Issuer may delay delivery of the Delivery Parcel or substitute another security (other than the nominated Delivery Asset) listed on the ASX and which is a constituent of the S&P/ASX 200 Index as the Delivery Asset. Please refer to clause 4.7 "Substitution of the Delivery Assets" in Section 7 "Terms of the Deferred Purchase Agreement" below.

### **1.4 Maturity**

Prior to the Maturity Date you will be sent a Notice of Maturity informing you that Maturity of the Units is approaching. Upon Maturity you may either:

- accept physical delivery of the Delivery Parcel; or
- use the Agency Sale Option and receive the Sale Monies (which includes a deduction for any Delivery Costs).

If you wish to use the Agency Sale Option and receive Sale Monies (which includes a deduction for any Delivery Costs), you need to make this election in the Notice of Maturity.

### **1.5 Physical delivery**

At Maturity, if you have not elected to use the Agency Sale Option, you will not be delivered the Reference Asset(s). Instead, you will hold a parcel of ASX listed securities (the Delivery Asset). You will need to carefully consider whether an investment in those shares will be a suitable investment for you to hold beyond Maturity. More information about the relevant Delivery Assets will be provided in the relevant Term Sheet.

The Issuer will purchase the Delivery Asset constituting your Delivery Parcel and register those securities on the issuer-sponsored subregister (i.e. as an issuer sponsored holding) in your name. You may at a later stage transfer the securities into your own CHESS account by providing your broker with your Sponsor Reference Number.

The Issuer or its nominee will deliver the Delivery Parcel comprising the Delivery Assets (less any Delivery Costs) on the Settlement Date. As at the date of this Master IM, the Issuer does not expect any Delivery Costs to be associated with the delivery.

### **1.6 Agency Sale Option**

If you form the view that you do not wish to hold the Delivery Assets after the Maturity Date, you may elect for the Issuer (or its nominees) to sell or procure the sale of the Delivery Assets on your behalf and receive Sale Monies (which includes a deduction for any Delivery Costs) via the Agency Sale Option.

The funds received from the Sales Monies will be paid to your nominated bank account. As at the date of this Master IM, the Issuer does not expect any Delivery Costs to be associated with the Agency Sale Option.

To use the Agency Sale Option and receive the Sale Monies (which includes a deduction for any Delivery Costs), or balance of Sale Monies, (if any) you must return the Notice of Maturity to the Issuer at least 10 Business Days prior to the Maturity Date.

In circumstances where you have elected to use the Agency Sale Option, Sale Monies (if any) will be paid to your Nominated Account within 10 Business Days of the Settlement Date or as soon as reasonably practicable thereafter.

See clause 4.4 of the Terms "Delivery through the Agency Sale Option" in this Master IM for further details about the Agency Sale Option.

### **1.7 Fractions**

If the Delivery Parcel includes a fraction of a Delivery Asset which is valued at more than A\$20.00, the Issuer will transfer the AUD fractional amount into your Nominated Account within 10 Business Days after the Settlement Date or as soon as reasonably practicable thereafter. This amount is in effect a reimbursement of a portion of your Investment Amount.

### **1.8 Can I sell my Units prior to Maturity? Issuer Buy-back**

Investors may request the Issuer buy-back their Units (“Issuer Buy-Back”) at certain times as described in the relevant Term Sheet. It is important to note that the amount that Investor receive may vary significantly from what would be expected had the investments matured at that an equivalent time. This is due to several reasons, predominantly to do with the way the investment is hedged and the ability of the Issuer to unwind its hedging to fund the required amount for the Issuer buy-back. The Units are designed to be held to Maturity. Investors who wish to exit early should seek their own independent financial product and tax advice.

If an Investor elects to participate in an Issuer Buy-Back, the Investor will not be entitled to any further Coupons or the Final Value. You may request that the Issuer Buy-Back some of your Units by requesting from the Issuer, completing and then lodging an Issuer Buy-Back Form. The Issuer will pay the Investor the Buy-Back Price which will be delivered to the Investor in cash. Delivery Assets will not be provided in the event of an Issuer Buy-Back. Instead, settlement will be in cash.

### **1.9 Early Maturity**

The Units may mature early if an Early Maturity Event occurs or if an Investor requests an Issuer Buy-Back which is accepted by the Issuer.

Early Maturity Events generally arise in circumstances which prevent the Issuer being able to hedge or deliver on its obligations under the Terms of the Units. Early Maturity Events may include (but are not limited to) the relevant Reference Asset ceasing to be calculated or exist and circumstances where a Change of Law occurs that prevents the normal operation of the Units or results in the Issuer having to pay additional amounts in relation to the Units. Please refer to section 2 “Risks” of this Master IM and clause 5.1 “Early Maturity by the Issuer” of section 7 “Terms of the Deferred Purchase Agreement” below which sets out the Early Maturity Events.

If an Early Maturity Event occurs the Issuer may reasonably determine whether to call Early Maturity or allow the Units to continue. An Early Maturity Event may occur on the Maturity Date, in which case the Units will mature in accordance with the Early Maturity mechanism in clause 5.4 “Early Maturity Mechanism” of Section 7 “Terms of the Deferred Purchase Agreement” below.

An Early Maturity may lead to Investors suffering losses and bearing various costs associated with the Early Maturity. Where the Issuer calls an Early Maturity, Investors will either receive the Termination Payment or a Delivery Parcel with value equal to the Early Maturity Value. In calculating the Termination Payment and the Early Maturity Value, the Issuer may deduct any costs it reasonably incurs acting in a commercially reasonable manner in relation to the Early Maturity, including Break Costs and the costs of unwinding any hedge. The amount the Issuer achieves on the unwinding of its hedge position may be minimal or zero and Investors may receive nothing. However, a minimum Early Maturity Value or Termination Payment per Unit may apply. Please refer to the relevant Term Sheet to see if a minimum Early Maturity Value or Termination Payment applies.

If an Early Maturity Event occurs, Investors should also note that even if the Reference Asset has performed to a level that would be expected to generate positive performance pursuant to the terms of the relevant Term Sheet, if there is an Early Maturity Event, then the amount payable to the Investor pursuant to the Early Maturity Event may be significantly less than the amount that may be implied by the Reference Asset’s performance.

Please see clause 5 “Early Maturity” of Section 7 “Terms of the Deferred Purchase Agreement” for more details about Early Maturity.

### **1.10 Derivatives**

The Issuer obtains exposure to the Reference Asset(s) through the use of derivatives or other securities (such as Notes) rather than a direct investment in the Reference Asset or securities comprising the Reference Asset.

### **1.11 Fees & Costs**

The Fees and any other costs applicable to a Series will be set out in the Term Sheet.

In addition to Fees and any other costs charged by the Issuer, if you agree to pay an upfront and/or ongoing fee to your adviser for financial product advice given by them to you in relation to your investment in the Units (“Adviser Fee”), you should insert the agreed amount of the Upfront Adviser Fee and Ongoing Adviser Fee payable on the Application Form attached to the relevant Term Sheet.

By signing the Application Form you irrevocably authorise the Issuer to collect the Upfront and Ongoing Adviser Fees (if any) specified on your Application Form at the same time as the other payments are direct debited and irrevocably direct the Issuer to pay the Upfront and Ongoing Adviser Fees (if any) to your adviser, or a service provider of the Adviser nominated by you, on your behalf.

Additional features applicable to Units classified as Credit Linked Transactions

### **1.12 Credit Events**

Units classified as Credit Linked Transactions may become subject to a Credit Event as described in this Master IM and any relevant Term Sheet. Where a Credit Event occurs, Investors are likely to suffer material losses in respect of the Units, including potential loss of their entire Investment

Amount (however Investors cannot lose more than the Issue Price paid). Impacts of a Credit Event may include (but are not limited to) the following in respect of any relevant Units:

- (a) Early Maturity;
- (b) a Final Value significantly less than the Issue Price and which may be zero;
- (c) loss of entitlement to any future Coupons or reduction of future Coupons; and
- (d) a significantly delayed Settlement Date (refer to Section 1.15).

If a Credit Event occurs then the Credit Event Determination Date will be taken to be the Maturity Date of the Units and Investors will receive a Final Value calculated as set out in the relevant Term Sheet and will not be entitled to any further Coupons (including any accrued but unpaid Coupons). If a Credit Event occurs the Final Value may be less than the Issue Price and may be zero.

Please refer to Section 2 “Risks” and Section 6 “Additional Information about Credit Linked Securities” for more information on Credit Events and the applicable risks.

### **1.13 Debt Type**

The Term Sheet for Units classified as Credit Linked Transactions will specify if a particular Credit Linked Transaction is linked to debt which has a debt type of “Senior” or “Subordinated” debt.

Senior and subordinated debt refers to the rank of such debt in the event of a liquidation of the issuer of the debt (being the Reference Entity in the case of Units classified as Credit Linked Transactions). In the event of liquidation, senior debt ranks ahead of subordinated debt, meaning that creditors holding senior debt will be repaid prior to creditors holding subordinated debt. Holders of subordinated debt will only be repaid to extent there are any funds remaining after any holders of senior debt have been repaid in full.

As such, Units with a debt type of Senior should be viewed (all other things being equal) as having relatively less risk than Units with a debt type of Subordinated, and vice versa in the case of Units having a debt type of Subordinated. To compensate an Investor for the increased risk or subordinated debt, subordinated debt has a higher interest rate than senior debt (all other things being equal).

Investors cannot rely only on whether Units have a debt type of Subordinated or Senior in determining the risk applicable to such Units and must take into account all other factors affecting the relevant Units and Reference Entity to determine the overall risk profile of the relevant Units.

### **1.14 Compulsory Early Redemption**

If the Term Sheet for Units classified as Credit Linked Transactions specifies that Compulsory Early Redemption is applicable, then, on each Compulsory Redemption Date, the Issuer, in its absolute discretion, may compulsorily redeem the Units. If the Issuer elects to do so, then the relevant Compulsory Redemption Date as notified by the Issuer to the Investors will be taken to be the Maturity Date of the Units and Investors will receive a Final Value equal to the Issue Price per Unit and will also receive any accrued Coupons (or as otherwise specified in the relevant Term Sheet).

### **1.15 Extended Settlement Date**

If a Credit Event occurs in respect of Units classified as Credit Linked Transactions then such Units may have a Settlement Date, in respect of any Final Value and Coupons that are, or may become payable, that is significantly longer than the Settlement Date specified in the Term Sheet, including that the Settlement Date may be delayed by up to 6 months or more, and may be delayed for as long as it takes for the Issuer to realise the Hedge Agreement. This delay would generally be due to factors such as:

- (a) the time taken for ISDA to publish auction terms in respect of the relevant Reference Asset (refer to Section 6.13 and 6.14 for more information regarding auctions); or
- (b) the time taken for the Hedge Counterparty to engage in negotiations with third party dealers to dispose of the Reference Asset.

The Issuer will notify Investors as soon as practicable if it has determined that the Extended Settlement Date will apply.

### **1.16 Credit Default Swaps**

The value of Units classified as Credit Linked Transactions are dependent upon derivative transactions such as credit default swaps which are embedded in the Units. You should only invest in such Units if you understand the risks associated with the Reference Entity, Credit Events, credit defaults generally and the terms of derivative transactions such as credit default swaps.

### **1.17 Deferred Issue Price**

The Issuer may choose to issue Series which included an ability for Investors to defer payment of that Series’ Issue Price until Maturity (known as Leveraged Exposure). Where the Issuer offers Leveraged Exposure for a Series, Investors will be required to pay an additional upfront Fee (Prepaid Finance Costs) to cover the Issuer’s costs of deferring the receipt of payment of the Issue Price until Maturity. Where an Investor has deferred payment of the Issue Price for a Series, at Maturity the Issuer will first set off any payments due to the Investor against the outstanding Deferred Issue Price prior to making any payments to the Investor. Importantly for the Investor, if they decide not to pay the Deferred Issue Price at Maturity, the Issuer will not deliver the Delivery Parcel to the Investor, but the Issuer will also not make any attempts to recover the Deferred Purchase Price, and will simply terminate the Units. The terms of any Deferred Issue Price facility will be described in the relevant Term Sheet.

## **2. Risks**

An investment in the Units carries risk. This is a summary of the specific risks applicable to the Units. Before investing, potential investors should make sure they understand the risks. Investors should read all of the Term Sheet and this Master IM and should consult their financial, legal and tax adviser. This document does not take into account a potential investor's own financial needs, investment goals or financial circumstances.

### **2.1 The Units**

Investors may not receive any returns (in particular, no Coupons or Final Value may be payable) on the Units and therefore they may not recoup any of the amount they paid upfront for the Units.

#### **Performance of the Reference Asset**

Historical prices of the Reference Asset should not be taken as an indication of the future performance of the Reference Asset during the Investment Term. It is impossible to determine with certainty whether the Reference Asset will rise or fall.

#### **Final Value**

Some Series may pay returns at the Maturity of the Units as a Final Value. This Final Value calculation would be described in the relevant Term Sheet. Where the Final Value is conditional or performance based (e.g. determined based on the performance of the Reference Asset and/or the Strategy Value), Investors need to be aware of the performance of the Reference Asset and/or the Strategy Value required in order to achieve a positive return. If there is insufficient performance from the Reference Asset and/or Strategy Value, then Investors may not achieve the desired return. If the performance of the Reference Asset and/or Strategy Value is negative, then Investors could lose some or all of the amount they paid upfront for the Units.

#### **Coupons**

Some Series may have the potential to pay Coupons, either during the Investment Term or at Maturity, or both. The Coupons may be Fixed Coupons, Performance Coupons or Conditional Coupons (or as otherwise specified in the relevant Term Sheet). Where a Coupon is Conditional or performance based (e.g. determined based on the performance of the Reference Asset and/or the Strategy Value), there will not be a Coupon if the performance of the Reference Asset and/or the Strategy Value is not higher than the level described in the relevant Term Sheet.

For example, a particular Series may pay a Conditional Coupon of 10% p.a, provided that the Performance of the Reference Asset is greater than a specified percentage. For example, a Series may pay a 10%p.a Conditional Coupon each quarter, provided the Reference Asset is greater than Starting Price of the Reference Asset (i.e. positive performance) on the relevant Coupon Determination Date. Investors need to refer to the relevant Term Sheet for detailed calculations of Coupons.

Investors should note that if the Coupons cannot be set to a level satisfactory to the Issuer for a particular Series, for example if there is a significant movement in its cost of hedging prior to the Commencement Date, then the Issuer may, at its discretion, withdraw the offer of Units in that particular Series.

For some Series, the Coupons may be determined in a foreign currency before being converted to Australian Dollars. Even if a Coupon is payable, it may not be sufficient to cover the costs of various Fees (as set out in the relevant Term Sheet).

Further information and worked examples on the Coupons and how they are calculated may be found the relevant Term Sheet.

#### **Averaging risk**

Some Series may use an averaging technique to attempt to reduce the effect of volatility of the Reference Asset. Averaging at Maturity may decrease the impact of a fall in the value of the Reference Asset during that period. Averaging at the Commencement of the Investment Term may decrease the impact of an increase in the value of the Reference Asset on the value of your Units during that period.

#### **Capital Protection risk**

Some Series may offer Capital Protection via a Minimum Final Value. The Minimum Final Value will be set as indicated in the relevant Term Sheet (e.g Minimum Final Value of \$1.00 per Unit). Capital Protection will generally only be applicable at Maturity. Capital Protection would not apply in the case of an Issuer Buy-Back or Early Maturity Event. If the Units are denominated in a currency other than AUD, then the Capital Protected amount may be subject to currency movements due to exchange rate movements, despite the Capital Protection feature of the Units, and may not be equivalent to the initial Investment Amount. Capital Protection would not generally cover any Fees or other costs paid.

#### **Foreign exchange risk**

Units in some Series may have exposure to a foreign currency/exchange rate. Additionally the Reference Asset may be listed on a foreign exchange and denominated in a currency other than Australian dollars. Investors' returns from the Coupons and Final Value in these Series may be subject to movements in the relevant exchange rate. If this is the case, this may significantly affect the performance of the investment. For example, if a Series has exposure to the AUD/USD and the AUD/USD exchange rate has increased between the Commencement Date and the Maturity Date, the Final



Value payable would decrease. Conversely, if the AUD/USD exchange rate decreases, the Final Value payable will increase. The same principles will apply to Coupons that have a foreign exchange component. Any amounts payable will generally be converted to Australian dollars using the relevant currency spot exchange rate at the relevant Coupon Determination Date or as otherwise specified in the relevant Term Sheet.

In the event of Early Maturity or Issuer Buy-Back, the Early Maturity Value or Buy-Back Price may also be affected by adverse movements in foreign currencies

#### **Participation Rate risk**

Units in some Series may provide investors more than or less than 100% exposure to the performance of the Reference Asset (the “Participation Rate”). A Participation Rate above 100% represents an exposure of more than 100% to the Reference Asset. This has the potential to magnify both gains and losses. Investors should also be aware that where there is a Participation Rate of less than 100%, Investors will not gain the full benefits of an increase of the value of the Reference Asset. Conversely, where volatility is low, the Participation Rate will be higher than 100% and investors will have a magnified exposure to the Reference Asset. Where the level of the Reference Asset drops in these circumstances, the Participation Rate of more than 100% will result in Investors’ losses being magnified. The minimum Participation Rate for a relevant Series is typically 0%, which means Investors have no exposure to the Reference Asset. Please note that historical performance is not a reliable indicator of future performance. The relevant Term Sheet will make it clear if a Participation Rate applies with respect to a Series.

#### **Exposure and Volatility risk**

Units in some Series may have varying levels of exposure to the Reference Asset. This may be a simple calculation or formula, or it may be linked to the volatility of the Reference Asset using a Volatility Target.

A simple percentage exposure may be used—for example, 150% of the performance of the Reference Asset during Investment Term.

Alternatively, a Volatility Target may be used. This is a mechanism designed to manage market risk associated with the performance of the Reference Asset. It operates by varying the exposure that the Units will have to the Reference Asset depending on the volatility of the Reference Asset and the Target Volatility, usually on a daily basis.

Investors should note that if the Target Volatility for a Series cannot be set to a level satisfactory to the Issuer, for example if there is a significant movement in its cost of hedging prior to the Commencement Date, then the Issuer may, at its discretion, withdraw the offer.

Finally, Investors should note that there is a lag in measuring the volatility of the Reference Asset. The Participation Rate is based on the realised volatility of the Reference Asset over number of Scheduled Business Days (e.g. a Series may use the 60 Scheduled Business Days prior to the day that the Participation Rate is calculated). This means that where there has been a period of high volatility, the Investor’s exposure to the Reference Asset will be low, regardless of whether the Reference Asset is performing positively or negatively and regardless of the then prevailing level of volatility. Where historical volatility has been very low, the exposure to the Reference Asset will be high, again regardless of whether the Reference Asset is performing positively or negatively and regardless of the then prevailing level of volatility.

#### **Reference Asset Risk**

The value of the Reference Asset may change substantially over the life of your investment. The Reference Asset gives exposure to various underlying securities. The returns on the Reference Asset are subject to the performance of the individual equities or assets included in the relevant Reference Asset. Therefore, all factors likely to affect the performance of the securities which comprise the Reference Asset are important and Investors should consider all appropriate publicly available information in relation to the Reference Asset (and the securities which comprise it). These factors may include movements in international financial markets, interest rates, currency rates and global economic, political, technological and environmental factors.

For a Reference Asset that is an index, the securities comprising the Reference Asset may change substantially over the life of the investment. In particular, it is possible that the initial constituent securities will increase substantially in value prior to the Maturity Date but that the Reference Asset will decline in value during such period. Investors should have regard to this when considering the importance of the identity of the initial securities comprising the Reference Asset.

In addition, you should note that you will not have an actual investment in the Reference Asset, or any of the securities comprising the Reference Asset.

#### **Credit exposures to Reference Entity Risks**

For Units that reference the credit of the Reference Entity, the Units include a risk of capital loss in part or in whole, as the result of Credit Event(s) occurring with respect to the Reference Entity. The Final Value and/or the Coupons of the Units will depend on whether a Credit Event has occurred in respect of such Reference Entity. If between the First Credit Event Occurrence Date and the Last Credit Event Occurrence Date, a Credit Event occurs with respect to a Reference Entity, the Units may be adversely affected by an actual loss of principal and/or reduction of the Coupons. Consequently, the Units may create significantly leveraged exposure to the credit of such Reference Entity.

### **Timing of Credit Event Risks**

In respect of Units classified as Credit Linked Transactions, the value of the Units may be adversely affected by events that occur prior to the Commencement Date of the relevant Units (the First Credit Event Occurrence Date will be defined in the Term Sheet and might be for example, 2 or 3 months prior to the Commencement Date depending on the Credit Transaction entered as described more detail in Section 6 “Additional Information about Credit Linked Securities” in this Master IM;). Typically, this would be where the Credit Event had occurred, but the relevant information was not publicly available at the time of Issue of the Units. Where a Credit Event is determined to have occurred prior to the Commencement Date (or at any other time), Investors will NOT be entitled to any form of refund or compensation and Investor’s will receive the Final Value as determined pursuant to the relevant Term Sheet, which may be zero. Neither the Issuer, the Arranger, nor any of their associates guarantee that any events which may constitute a Credit Event will not have occurred prior to the Commencement Date (or at any other time) in respect of any relevant Units. Investors need to perform their own independent research with regards to any Credit Events that may have occurred with respect to the Reference Entity prior to investing in the Units.

### **Credit Rating Risks**

For Units that reference the credit of the Reference Entity, Investors should be aware that credit ratings do not constitute a guarantee of the quality of the Units or the Reference Entity. The rating assigned to the Reference Asset in connection with a Reference Entity (or the Reference Entity itself) by the rating agencies, if any, is based on the Reference Entity’s current financial condition (or, as the case may be, the Reference Entity’s long term unsubordinated debt rating) and reflects only the rating agencies’ opinions. In respect of the Reference Entity, rating agencies do not evaluate the risks of fluctuation in market value but attempt to assess the likelihood of principal and/or interest payments being made. A credit rating is not a recommendation to buy, sell or hold securities and may be subject to revision, suspension or withdrawal at any time by the assigning agency. Nevertheless, the rating agencies may fail to make timely changes in credit ratings in response to subsequent events so that a Reference Entity’s current financial condition may be better or worse than a rating indicates. Accordingly, a credit rating may not fully reflect the true risks under the Units.

### **Foreign tax legislation risks**

Foreign tax legislation may impose taxes on payments made by the Hedge Counterparty; payments made to the Hedge Counterparty; or in relation to payments made under the Hedge Agreement. These taxes may adversely affect the value of your Units.

### **Fees**

Fees must be paid by Investors by the relevant Payment Date and/or such other date as set out in the relevant Term Sheet. Investors must provide direct debit details with their Application. Cleared funds must be received by the Issuer by the Application Payment Date or such other date specified in the Term Sheet.

There is no guarantee that the Units will generate returns in excess of any Fees. Additionally, in the event of an Investor requested Issuer Buy-Back or an Early Maturity Event Investors will not receive a refund of any Fees.

### **Secondary Market Risk**

The Issuer may make Units available for purchase after the Initial Offer Period has closed in a Secondary Market. The returns during the Investment Term on the Units will typically always be calculated with respect to the Initial Unit Price (e.g. \$1.00 per Unit). However, the Unit Price offered in the Secondary Market may be higher or lower than Initial Unit Price. For example, Units may have initially been offered at \$1.00 per Unit. After 2 months Investors may be able to purchase units at \$1.05. As the Coupons or Final Value of the Units are calculated with reference to the Initial Unit Price of \$1.00, that means the investors who purchased Units in the Secondary Market would have earned a lower return on their capital as a percentage when compared to investors who purchase during the Initial Offer Period.

### **Payment disruptions under the Hedge**

There is a risk an event may occur that:

- prevents, restricts or delays the relevant Hedge Counterparty from converting or delivering relevant currencies under the Hedge Agreement;
- imposes capital controls in relation to a Hedge Agreement; or
- implements changes to laws relating to foreign investments that impact the Hedge Agreement.

Such an event may lead to a delayed and/or reduced payment under the Hedge. In such circumstances, the Hedge Counterparty’s obligation to make a payment may be postponed up to 20 Business Days (or longer) after the date at which the payment disruption event is no longer occurring. No accrued interest will be payable in respect of any such postponement. This may lead to an Early Maturity Event or an Adjustment Event under the Units.

### **Price Return Index**

Where the Reference Asset is a price return index or basket of indices, the performance of the Reference Asset reflects the movements in the price of the shares in the index or indices and do not take into account dividends, interest or other income paid on those shares.

Unit value before the Maturity Date

The market value of the Units will be determined by many factors before the Maturity Date. These include but are not limited to:

- prevailing interest rates in Australia;
- the remaining time to Maturity; and
- general market risks and movements.

Investors should be aware the Units are designed to be held to Maturity and are not designed to be a trading instrument.

#### **Time Value of Money Risk**

The present value of \$1.00 is not the same as a minimum Final Value of \$1.00 in 3 years' time. The level of inflation is likely to adversely affect the value of \$1.00, so that a minimum Final Value of \$1.00 per Unit is likely to be worth less than \$1.00 at the date of issue of the Units or at any other time prior to the Maturity Date.

#### **Delivery Assets**

The Delivery Assets are subject to market risks and other risks inherent in owning listed instruments. For example, the market value of the Delivery Assets could fall between the date the Issuer buys them for the Investors and the date they are transferred to Investors or sold on the Investor's behalf.

The Delivery Assets might not be very liquid so Investors may not be able to sell when they would like to.

The Delivery Asset may be substituted by the Issuer or delivery of the Delivery Assets may be delayed. Although the Issuer does not intend to substitute the Delivery Assets, the Issuer might need to make a substitution because they are not able to, or it is not reasonably practicable or economically viable, to deliver the nominated Delivery Assets.

#### **Adjustment Events and Market Disruption Events**

Unexpected events may occur which may impact the Units in a way the Issuer had not anticipated, often adversely. The Issuer has certain powers under Section 7 "Terms of the Deferred Purchase Agreement" in relation to how it may deal with such events, referred to as Adjustment Events and Market Disruption Events. Examples include changes in the Reference Asset or in laws and regulations that would in turn affect the Units. For example, if the Reference Asset (or a component of the Reference Asset) was an index and was amended, replaced, terminated or otherwise stopped and stopped being calculated and published then Units would be affected because there is no longer a Reference Asset (or a component of the Reference Asset is missing). In this case, the Issuer might, amongst other options, consider replacing the Reference Asset or, where the Reference Asset has more than one component, replacing the affected component or determining to continue using the unaffected components only. Another example is if the Reference Asset was a security and was consolidated, restructured, sub-divided or replaced with some other form of security or property then the Units would be affected as the Reference Asset has been changed. In this case, the Issuer might, amongst other options, consider replacing the Reference Asset.

Other Adjustment Events include where the Issuer is unable to perform its obligations or it would be illegal to do so, or there is a disruption or material increase in costs in the Issuer's management arrangements. A full list of Adjustment Events is set out in Section 9 "Definitions" of this Master IM.

If there is a Market Disruption Event affecting the Reference Asset, Delivery Parcel or a component of them on certain dates for working calculations during the Investment Term (such as the Maturity Date) then the Issuer may determine to take action to take account of the disruption, or may delay the calculation to the next Scheduled Business Day on which there is no Market Disruption Event. However, if the next 10 Scheduled Business Days are all affected by a Market Disruption Event, then the Issuer will make a good faith determination, acting in a commercially reasonable manner, of the calculation which would have applied for the original date. The Issuer will notify you of a Market Disruption Event as soon as practicable and in any event within 5 Business Days. Please refer to clause 6.2 "Market Disruption Events" of the Terms of this Master IM.

In some circumstances these events could also be classified as Early Maturity Events and lead to Early Maturity of the Units. Please refer to clause 6 "Adjustment Events and Market Disruption Events" of the Terms.

#### **Early Maturity**

The Issuer may determine an Early Maturity Date for specific events for example disruptions to the Issuer's management arrangements such as where the management arrangements are suspended or terminated (whether due to the Hedge Counterparty's insolvency or any other reason). Other examples of Early Maturity Events include, where tax costs increase, a Change of Law occurs, it becomes illegal for the Issuer to perform its obligations, an Investor Insolvency occurs, or there is an Adjustment Event or Market Disruption Event which the Issuer nominates as an Early Maturity Event under clause 6 "Adjustment Events and Market Disruption Events" of the Terms.

The Issuer will determine the Early Maturity Value, acting in good faith and a commercially reasonable manner. Investors could receive returns that are lower than the performance of the Reference Asset.

## **Withdrawals and liquidity**

There is no established market for trading the Units.

The Issuer may reject an Investor's Issuer Buy-Back Request or restrict when they withdraw. Generally, the Issuer would only reject or defer an Issuer Buy-Back Request if it is unable to adequately unwind its own hedging arrangements. The Issuer determines the Buy-Back Price, acting in good faith and a commercially reasonable manner. Investors could receive returns that are lower than the performance of the Reference Asset.

Investors may contact the Issuer for estimates of the Buy-Back Price in the few weeks prior to each Buy-Back Date.

### **Counterparty risk of Issuer, Hedge Counterparty and Security Trustee**

If the Issuer goes into liquidation or receivership or statutory management or is otherwise unable to meet its debts as they fall due, the Investor could receive none, or only some, of the amount invested. The Issuer is a special purpose vehicle established to issue Deferred Purchase Agreements and other structured products. Investors should not seek to rely on the creditworthiness of the Issuer.

However, the Issuer has put in place a corporate structure which is designed to give Investors security over the Issuer's rights against the relevant Hedge Counterparty (through the Hedge Security Deed and Security Trust Deed) in the event of the Issuer becoming insolvent.

The Issuer will enter into the Hedge Agreements with the relevant Hedge Counterparties. Therefore, a relevant factor for the assessment of counterparty risk relevant to the Units is the financial strength of the Issuer and the relevant Hedge Counterparty (as Investors will have credit exposure to the creditworthiness of a Hedge Counterparty through the relevant Hedge).

The Issuer will aim to ensure that all Hedge Counterparties have a credit rating of at least investment grade. However, from time to time, the Issuer may hedge the investment with a Hedge Counterparty that is less than investment grade. If this occurs, Investors will be notified before the Commencement Date or the information will be included in the relevant Term Sheet. The Issuer will select Hedge Counterparties that are willing to enter into the Hedge on terms which support the structure described in this Master IM and provide competitive pricing.

A credit rating of investment grade is a medium to high credit rating, and is generally accepted to mean that there is relatively low to moderate credit risk associated with the entity or obligation being rated. Investors should note that a credit rating is merely an opinion by a credit rating agency as to the likelihood of the entity or obligations being rated experiencing an event of default. It is not a recommendation or opinion in relation to the particular Hedge Agreement or the Units, and investors should not rely on the credit rating in making a decision to buy, sell or hold the Units.

The Hedge Counterparty may be a U.S. entity which means that U.S. bankruptcy law may apply if the Hedge Counterparty becomes insolvent.

The Issuer will also grant a security interest in respect of each Series to the Security Trustee by way of the Hedge Security Deed which is enforceable in the event of the Issuer becoming insolvent or failing to meet its obligations under the Master IM. For more information please refer to Section 3 "Security Arrangements".

Investors should note that the Issuer maintains only one trust account and all money relating to all Units on issue is paid into that trust account, subject to the Security Interest under the Hedge Security Deed.

The Hedge Agreement for each Series will either be a derivative (or a number of derivatives) entered into under an ISDA Master Agreement between the Issuer and the relevant Hedge Counterparty or a security (such as a Note). Under the terms of the Hedge Agreement, the Issuer will pay an upfront payment to enter into the transaction and will ensure there is never a net amount owing from the Issuer to the Hedge Counterparty under the Hedge Agreement.

Prior to payment of a Coupon and/or Final Value, the Issuer will receive, depending on the performance of the Reference Asset, a payment from the Hedge Counterparty of a Series equivalent to the Coupon (if any) and/or Final Value (if any) due to be paid to Investors for that Series. This amount received from the Hedge Counterparty may be paid to Investors of that Series.

If the Issuer defaults under the DPA of a Series, this may also be a default under the Hedge (for example, if the Issuer is insolvent). If this is the case, the Hedge Counterparty will have the right (but not the obligation) to terminate the Hedge and calculate the termination value of the Hedge. This termination value may be significantly less than the Issue Price and may be zero. This means that Investors may receive nothing and lose their Investment Amount and any Fees paid even if the Hedge Security Deed is enforced.

There is also the risk that the Security Trustee may be unable to perform its obligations under the Security Trust Deed and the Hedge Security Deed.

*Under the terms of the Security Trust Deed, the Security Trustee only acts on the instructions of the Issuer and has no liability to Investors for acting, or not acting, in accordance with such instructions. Therefore, the structure does not address the risk of the Issuer improperly instructing the Security Trustee under the terms of the Security Trust Deed.*

Please refer to Section 3 “Security Arrangements” for more details on the Security Trust Deed and Hedge Security Deed.

#### **Custodian risk**

The Custodian is a related party to the Issuer. The primary role of the Custodian is to hold the beneficial interest in the Delivery Parcel and arrange for the sale of the Delivery Parcel if the Agency Sale Option is elected by the Investor at Maturity. The role of the Custodian is set out in the Custody Deed. There is a risk that the Custodian may be unable to perform its obligations under the Custody Deed and that Investors may not receive the Sale Monies, Delivery Assets or other amounts or assets due to them when due under the Terms.

The Custodian may resign or be removed. No resignation or removal of the Custodian takes effect until a successor Custodian has been appointed.

#### **Default under the Hedge for another Series**

There is a separate Hedge for each Series and, except in the case of an insolvency event, the right to set off and net payments applies separately to the Hedge for each Series. However, if there is an insolvency event (in relation to either the Issuer or the Hedge Counterparty) under a Hedge, then the Hedges for all Series may terminate and the relevant Hedge Counterparty and the Issuer will have the right to set off and net the amounts payable on termination across the Hedges for all Series. The Issuer will ensure that there will never be a net amount owing from the Issuer to the Hedge Counterparty under the Hedge. The Hedge Counterparty’s right to set off and net will apply before the rights that an investor has under the Hedge Security Deed and therefore may adversely affect the amount that is recoverable by enforcing the Hedge Security Deed. This means that Investors may receive nothing and lose their total Investment Amount and any Fees paid, even if the Hedge Security Deed is enforced. If the Security Trustee receives money that is not directly referable to a particular Series, the Security Trustee may allocate the money between the different Series based on valuations of the Hedge or Units for each Series. For further information please see “Remaining cross-liability risks” in Section 3 “Security Arrangements”.

The Issuer may have a number of different Hedges (i.e. for a number of different Series) with one Hedge Counterparty. In this case, if the Issuer defaults under one of the Hedges only and the relevant default is a default under the other Hedges with that Hedge Counterparty, the Hedge Counterparty has the ability to elect whether to terminate all the outstanding Hedges, or whether to suspend any payment or delivery obligations the Hedge Counterparty owes. Although the Hedge Counterparty cannot net across all the Hedges (unless the Issuer is insolvent), the early termination or payment suspension of all Hedges outstanding with that Hedge Counterparty may adversely impact the return Investors in those affected Series may receive. The Issuer will ensure that there will never be a net amount owing from the Issuer to the Hedge Counterparty under the Hedge, which reduces the risk of such cross default. Similarly, if the Hedge Counterparty defaults under one Hedge only, the Issuer has the ability to elect to terminate all outstanding Hedges with that Hedge Counterparty or suspend its obligations to the Hedge Counterparty.

#### **Risk relating to enforcement of the Hedge Security Deed and appointment of administrator**

There is a single Hedge Security Deed which encompasses every Series. Certain fees are not subject to, or are released from, the Hedge Security Deed. As a result, the Security Trustee (through the Hedge Security Deed) may not have a Security Interest over the whole, or substantially the whole, of the Issuer’s property and, following the appointment of an administrator to the Issuer, may be unable to enforce the Hedge Security Deed unless the administrator’s consent is obtained or otherwise with the leave of the court. The Security Trustee has a single Security Interest (being the Hedge Security Deed) over what is intended to be substantially the whole of the assets of the Issuer.

#### **Termination of the Trust or the Security Trust Deed and removal and replacement of Security Trustee**

A single Trust is created under the Security Trust Deed that encompasses every Series. The Trust will only terminate in a number of circumstances including on the Business Day on which the Security Trustee notifies the Issuer that it is satisfied that the Issuer has irrevocably and unconditionally satisfied in full its Secured Obligations in respect of the Trust and the Trust Fund is distributed in full. Given that the intention of the Trust is for it to be used on a continual basis for each new Series, this is not expected to occur until after the last Series is issued. The Security Trustee may also resign or be removed. No resignation or removal of the Security Trustee takes effect until a successor Security Trustee has been appointed.

#### **Event of Default under the Hedge Security Deed**

There is an overlap between the Events of Default under the Hedge Security Deed and under the Hedge of that Series. If an Event of Default under the Hedge Security Deed occurs, it is very likely that it will also constitute an Event of Default under the Hedge of that Series. If the defaulting party is the Issuer then the Hedge Counterparty will have the right (but not the obligation) to terminate the Hedge of that Series. If the Hedge is terminated, it will be an early unwind and the value derived will be the early termination value of the Hedge. This may be significantly less than the value that the relevant Investors could expect on Maturity, and may be zero. Therefore, even though the Secured Property of that Series is secured for the benefit of Investors of that Series, if an Event of Default occurs and the Hedge Security Deed is enforced, Investors may receive nothing, depending upon the value of the Secured Property of that Series at the time of enforcement.

#### **Tax Neutrality**

Any tax liabilities incurred by the Issuer could impair the Issuer’s ability to satisfy its obligations under the Units. As at the date of this Master IM, the Issuer expects that it will be in a position to pay all tax debts as and when they fall due, without adversely affecting the Issuer’s ability to satisfy its obligations under the Units.

### **Recourse by Investors is limited to each Series**

Investors in any one Series are limited in their recourse against the Issuer (for example, if the Issuer defaults under the Units or the Master IM) to only the Secured Property in proportion to the performance of their Series relative to each other Series (including the Hedge) subject to the Hedge Security Deed. Otherwise, Investors have no right of recourse against the Issuer whatsoever. If the Issuer and the Hedge Counterparty for a Series are both in default then the performance of the relevant Series will be determined to be the greater of the amount actually received from the Hedge Counterparty (if any) and zero. This means there is a risk that if both the Hedge Counterparty for a Series and the Issuer are both in default then Investors may lose their entire investment.

### **No Investigation**

No investigation or review of the Reference Asset or, where the Reference Asset is an index or has exposure to an index, the underlying securities comprised in the Reference Asset from time to time or the issuers of such securities, including without limitation, any public filings made by the issuers of the underlying securities have been made by any person for the purposes of forming a view as to the merits of an investment referenced to the Reference Asset. Where the Reference Asset is an index or has exposure to an index, there is no guarantee or express or implied warranty in respect of the selection of the underlying securities comprised within the Reference Asset or the methodology of calculating the Reference Asset made. Investors should not conclude that the sale by the Issuer of the Units is any form of investment recommendation by it or any of its affiliates.

You will not receive any dividends or distributions on the Delivery Assets or the securities making up the Reference Asset during the Investment Term. In addition you will not have voting rights or any other rights that you may otherwise have if you were the holder of the Delivery Assets, Reference Asset or the securities making up the Reference Asset during the Investment Term.

## **2.2 General Risks**

### **General market risk**

The performance of the Reference Asset will largely determine the market price of the Units. The volatility of the Reference Asset, and, where the Reference Asset is an index, the market price of the securities or commodities that comprise the Reference Asset and other interrelated and complex factors and general risks applicable to financial markets on which those securities or commodities will be traded (such as investor confidence and present and expected future global economic conditions) will be relevant as well.

### **Conflicts of interest**

C2 Specialist Investments Pty Ltd, may face possible conflicts of interest in connection with its roles as Issuer and any other role as described in this Master IM. C2 Investments Pty Ltd, and C2 Nominees Pty Ltd are related companies of the Issuer.

The Issuer has a conflicts of interest policy to ensure that it identifies and appropriately manages all conflicts of interest. The Issuer's conflicts of interest policy relates to its monitoring, prevention and other compliance measures related to the management of conflicts of interests. At all times the Issuer attempts to prevent or manage conflicts of interest in accordance with its policy.

### **Change of Issuer**

Under the Terms of the Units, the Issuer has the right to transfer its rights and obligations under this Master IM and the Terms provided it is not unfair to Investors (as defined in Section 12BG of the ASIC Act).

### **Tax Risk**

The expected tax implications of entering into and exiting of the Units at Maturity may change as a result of changes in the taxation laws or changes in interpretation of them by the ATO. Please refer to Section 4 "Taxation" of this Master IM for a more detailed description of the taxation of the Units and obtain independent advice that takes into account your specific circumstances.

### **No claim against underlying asset**

You do not have any interest in or rights to the Reference Asset to which the Units relate. Any claim against the Delivery Assets only arises after Maturity and upon taking physical delivery of them.

### **Interest Rate Risk**

You are exposed to the movement of interest rates whenever you redeem, transfer or sell your Units prior to the Maturity Date. Movements in interest rates will have an impact upon the value of Units. As interest rates move upwards, the value of the Units generally fall.

### **Settlement Risk**

Upon purchasing the Units, you assume settlement risks relating to the Issuer failing to deliver the Delivery Assets. The Issuer believes this risk is remote however a delay in delivering the Delivery Parcel and/or Sale Monies could occur.

### **Compounding of risks**

An investment in the Units involves risks and should only be made after assessing the direction, timing and magnitude of potential future changes in the value of the Reference Asset, and the terms and conditions of the Units as contained in the Master IM.

More than one risk factor may have simultaneous effects with regard to the Units such that the effect of a particular risk factor may not be predictable. In addition, more than one risk factor may have a compounding effect which may not be predictable. No assurance can be given as to the effect that any combination of risk factors may have on the value of the Units.

### **Break Costs**

The Issuer may deduct Break Costs in relation to Early Maturity (whether following an Early Maturity Event or Issuer Buy-Back). The Break Costs will form part of the calculation of the amount you will receive if your Issuer Buy-Back request is permitted or if an Early Maturity Event occurs. Break Costs include all costs, expenses and losses reasonably incurred by the Issuer as a result of the determination of an Early Maturity Date, Buy-Back Date or other early termination, unwinding of any hedge position entered into in connection with the Units, or any loss of bargain. Break Costs could be significant and may not be in your favour. Break Costs will depend on the economic value the Issuer achieves on the unwinding of its hedge position (i.e. the amount it achieves on the sale or unwind of the options that underlie the Units). The economic value the Issuer achieves will be reliant on several factors including but not limited to market liquidity, volatility, interest rates, market prices, foreign exchange rates, and the time to Maturity. The economic value that the Issuer achieves may be minimal or nothing.

The impact of these factors is largely unknown and is dependent on movements in financial markets. Investors and their advisers may contact the Issuer and request an estimate of the Buy-Back Price (including Break Costs) that would apply to Units in the few weeks leading up to each Buy-Back Date. The Issuer will provide estimates of Buy-Back Prices (which will include Break Costs) to Investors when it is able to accurately value the Units to enable them to determine the likely Buy-Back Price if the Investor requests an Issuer Buy-Back. However, the actual Buy-Back Price at which the Issuer will buy-back your Units will not be known at the time an Issuer Buy-Back request is made and may be significantly less than the estimate provided.

A minimum Early Maturity Value and/or minimum Buy-Back Price may apply in respect of a Series. Please refer to the relevant Term Sheet.

### **Derivatives risk**

Derivatives (such as swap agreements, credit linked notes, options, futures, forward rate agreements, deferred purchase agreements<sup>1</sup>, and forward foreign exchange contracts) may be utilised by the Issuer to manage risk or to gain exposure to individual securities, currencies and investment markets. Risks associated with using derivatives include the value of the derivative failing to move in line with the underlying asset, potential illiquidity, and counterparty risk (this is where the counterparty to the derivative contract cannot meet its obligations under the contract). Any such risk occurring is likely to adversely impact on the value of your Units prior to Maturity.

### **Regulatory risk**

The following risks may apply when investing in the Units:

- characteristics of the Units may change;
- taxation, superannuation and other laws and their interpretation are subject to continual change and may affect the tax implications or other characteristics of your investment;
- Investors, particularly superannuation fund trustees must be satisfied that the Units are a permissible investment and suitable for their superannuation fund;
- there may be different tax consequences for different Investors compared to investing directly in underlying investments;
- there may be different tax consequences for Investors investing directly in the Reference Asset and those investing through an Investor Directed Portfolio Service operator;
- the Units could be, by regulation, deemed not to be securities but another class of financial product;
- the Reference Asset could be terminated or cease to exist; and
- the Issuer's hedging arrangements could be adjusted, amended or terminated.

### **Managing your risks**

You can always help manage risks. Importantly, you can manage risk by:

- obtaining professional investment advice to determine whether the Units suit your investment objectives, financial situation and particular needs;
- reading all the information in this Master IM and the relevant Term Sheet before investing in the Units and making sure you understand what it is you are investing into;
- obtaining professional investment advice concerning a suggested minimum investment timeframe for the Units.

Please note, however, that investing for the suggested minimum investment timeframe does not entirely eliminate the risk of loss. You should note that the amount of the Investment Amount and any Fees are at risk as there is no guarantee that returns on the Units will be in excess of these amounts. You should consider your investments in light of your investment objectives, financial situation and particular needs and seek independent advice.

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<sup>1</sup>Deferred purchase agreements may be structured as derivatives as well as securities. The deferred purchase agreements offered pursuant to this Master IM are characterised as securities under the Corporations Act.

### **3. Security Arrangements**

#### **3.1 Arrangements to protect Investors in each Series**

Protection is provided to Investors in each Series by ensuring that, in the case of default by the Issuer under the terms of the Units, the Secured Property is available only to Investors in proportion to the performance of each Series relative to each other Series in order to limit the effect of any defaults in relation to other Series or financial products (other than in limited circumstances). This is achieved in a number of ways:

- a) each Investor of a Series is limited in their recourse against the Issuer to the Secured Property in proportion to the performance of each Series relative to each other Series;
- b) the Issuer granting the Hedge Security Deed over the Secured Property of each Series (including the Hedge) in favour of Investors in each Series; and
- c) the Hedge for each Series is (generally) separate and distinct from other Hedges and that set-off and netting across the Hedges for all Series entered into by the Issuer with a Hedge Counterparty applies only on the insolvency of the Issuer or the Hedge Counterparty. Although, the Issuer will ensure that there will never be a net amount owing from the Issuer to the Hedge Counterparty under the Hedge.

#### **Limited recourse by Investor**

Investors in each Series are limited in recourse against the Issuer to only the Secured Property which is the subject of the Hedge Security Deed described below and Investors have no other right of recourse against the Issuer. Therefore, Investors in the Units have limited recourse to the Issuer. Please refer to “Recourse by Investors is limited to each Series” in Section 2 “Risks” for more information.

#### **The Hedge**

Each Hedge entered into for a particular Series is treated, other than in limited circumstances, as a separate and distinct transaction from any other Hedge. Under the terms of the Hedges as negotiated with the Hedge Counterparties, amounts due under a Hedge in respect of the Units in a Series are not netted during the term of that Hedge against amounts due under a Hedge entered into with the same Hedge Counterparty in respect of the Units in any other Series, except on insolvency (see below under “Remaining cross-liability risks”). All Hedge Counterparties have acknowledged the Hedge Security Deed and the Security Trust Deed and acknowledged that the Security Trustee has the power to enforce the Issuer’s rights under the Hedge if the Hedge Security Deed is enforced.

#### **The Hedge Security Deed**

C2 Specialist Investments Pty Ltd (Grantor) grants a Security Interest under the Hedge Security Deed and Trust over the Secured Property of each Series (which includes Application monies received from Investors of each Series, all the present and future rights, title, benefit and interest of C2 Specialist Investments Pty Ltd in the Hedge, any proceeds from the Hedge and any Delivery Assets or other investments purchased with proceeds from the Hedge, but excluding the Beneficial Interest in the Portion of the Delivery Assets, any fees, costs, charges or similar which are due to the Issuer) to the Security Trustee to secure the satisfaction of the Secured Obligations in respect of each Series (including the performance of the Issuer’s obligations under the Master IM and the Terms of the Deferred Purchase Agreement).

The Security Trustee holds the Hedge Security Deed on trust for Investors and itself pursuant to the Security Trust Deed. A detailed description of the Security Trust Deed is included below.

The Security Interest under the Hedge Security Deed is subject to any prior, permitted Security Interests in the Transaction Documents, such as the credit support annex in the Hedge, and subject to any rights of set off and close out netting that apply under the Hedge on the occurrence of the insolvency of a party to the Hedge. That is, any rights of set off and netting that a counterparty to the Hedge may have on the insolvency of either the Issuer or that Hedge Counterparty will operate notwithstanding that the Issuer has granted a Security Interest over its rights under the Hedge in favour of the Security Trustee.

The security interest under the Hedge Security Deed may be a circulating security interest under the PPS Law and as a result Investors will rank behind any money owed to any employees of the Grantor. Investors should be aware that their Security Interest under the Hedge Security Deed may not have priority if any other person has perfected control of the Secured Property in any way and that a transferee of assets (e.g. a buyer of the Delivery Assets) will buy the asset free of any Security Interest.

Part of the Secured Property under the Hedge Security Deed will be automatically released to the extent that the Secured Property (or any part of it) is delivered or paid to the Investors in that Series in accordance with the Terms (e.g. in the case of Early Maturity following an Issuer Buy-Back request), when paid to the Hedge Counterparty in respect of the Hedge or when due and payable to the Issuer, third party dealer groups or other person in respect of any fees, costs and expenses payable to them. The Security Trustee may rely on a certificate of the Issuer as to the amount of Secured Obligations owing at any time.

Investors should note that the Secured Property does not include the Sale Monies if an Investor elects the Agency Sale Option. This is because the Sale Monies belong to the Investor and the Issuer cannot grant a Security Interest over this amount. Instead, the Issuer will hold the Sale Monies in an ADI trust account just prior to paying it to Investors following Maturity of the Series.



Upon the occurrence of an Event of Default, the Security Trustee has the power to enforce the Hedge Security Deed in accordance with its terms and the Security Trust Deed. The Security Trustee may directly enforce the rights of the Issuer under the Hedge in accordance with the Hedge Security Deed.

Events of Default under the Hedge Security Deed include, by way of summary (for a full list see Section 9 “Definitions”):

- the Hedge Counterparty becoming insolvent;
- the Grantor failing to make a payment or delivery under a Transaction Document on its due date (for example, the Grantor failing to perform a payment or delivery obligation under the Terms of the Deferred Purchase Agreement);
- the Grantor failing to perform or observe any other obligation under a Transaction Document, and the Security Trustee considers (acting on the instructions of the Majority Investors) that (i) the failure is materially adverse to the interests of the Investors and the Security Trustee and the failure cannot be remedied, or (ii) the failure is materially adverse to the interests of the Investors and the Security Trustee, the failure may be remedied and the failure is not remedied within 5 business days of the Security Trustee providing written notice to the Grantor;
- an Event of Default (as defined in the Hedge) occurs with respect to the Grantor;
- a Termination Event (as defined in the Hedge) with respect to which the Grantor is the Affected Party (as defined in the Hedge) occurs; or
- a representation or warranty made or deemed to be made by the Grantor in, or in connection with, the Transaction Documents is untrue or misleading (by omission or in any other way) in any material respect when made or repeated; and
- a proceeding is commenced against the Grantor or in relation to any Secured Property which does or may threaten the Grantor’s entitlement to any Secured Property.

If an Event of Default occurs, the Security Trustee has the power to do all acts and things and exercise all rights, powers and remedies that the Grantor could do or exercise in relation to the Secured Property of the Series, including the power to:

- take possession and assume control of that Secured Property and collect and give receipts for the Secured Property;
- dispose of, retain or otherwise deal with the Secured Property and do everything necessary to register the Secured Property in the name of the Security Trustee;
- give instructions (including instructions to debit any securities account) to any intermediary in relation to any intermediated security forming any part of the Secured Property and to any bank with which the charged bank account is maintained;
- receive all dividends or other distributions made or to be made in respect of the Secured Property;
- sell, close out, terminate, unwind or agree to sell, closeout, terminate or unwind the Secured Property on terms that the Security Trustee thinks fit;
- grant to any person an option to purchase any Secured Property on terms that the Security Trustee thinks fit;
- carry on business or concur in carrying on any business of the Grantor in respect of the Secured Property;
- do anything to maintain, protect or improve the Secured Property;
- make any agreement to compromise the Secured Money which the Security Trustee thinks fit;
- surrender or transfer the Secured Property of the Series to any Government Agency (whether or not for fair compensation);
- exchange any part of the Secured Property for any other property, for fair value and the property so acquired by the Security Trustee will be treated as if it were part of the Secured Property and, for that purpose, the Security Trustee may create a Security Interest over that property in favour of the Security Trustee;
- delegate to any person at any time as the Security Trustee approves any or all of the powers of the Security Trustee on terms that the Security Trustee thinks fit;
- give effective receipts for all money and other assets that come into the hands of the Security Trustee;
- carry out and enforce, or refrain from carrying out or enforcing, agreements entered into or held by the Grantor in relation to the Secured Property or entered into in exercise of the rights, powers or remedies of the Security Trustee under the Hedge Security Deed;
- institute, conduct, defend, discontinue, settle, arrange or compromise any proceedings, including proceedings relating to insurance of the Secured Property;
- execute and deliver documents on behalf of the Grantor under seal or under hand;
- exercise any voting rights or powers in respect of any part of the Secured Property; and
- do or cause to be done any other act or thing which the Security Trustee considers necessary or incidental to the exercise of any right, power or remedy of the Security Trustee.

Following an Event of Default of the Series, unless the Security Trustee is expressly required to seek the instructions of the Majority Investors (e.g. as set out above), the Security Trustee may request the instructions of the Majority Investors and act in accordance with those instructions or act as it considers is in the best interests of the Investors and itself as a whole or as it determines in its reasonable discretion.

Subject to the terms of the Security Trust Deed, the Security Trustee must, if instructed to do so by the Majority Investors, make demands under and declare any security constituted by the Hedge Security Deed to be enforceable. The Security Trustee must then, subject to the terms of the Security Trust Deed, take reasonable steps to exercise its powers under, and enforce, the Hedge Security Deed.

Anything which must be done by the Grantor under the Hedge Security Deed, whether or not at the request of the Security Trustee, must be done at the cost of the Grantor. Where the Grantor fails to act in accordance with the Hedge Security Deed or to the satisfaction of the Security Trustee, the Security Trustee may do or cause to be done things which must be done by the Grantor under the Hedge Security Deed, but is under no obligation to do so.

If the Issuer defaults under the DPA of a Series, this may also be a default under the Hedge (for example, if the Issuer is insolvent). If this is the case, the Hedge Counterparty will have the right (but not the obligation) to terminate the Hedge and calculate the termination value of the Hedge. This termination value may be significantly less than the Issue Price and may be zero. This means that Investors may receive zero and lose their total Investment Amount and any fees and interest paid even if the Hedge Security Deed is enforced.

There are risks involved with the enforcement of the Security Interest, please refer to “Risk relating to enforcement of the Hedge Security Deed and appointment of administrator” in Section 2 “Risks”.

This structure is designed to offer protection to Investors, to some extent, from a default by the Issuer in the performance of its obligations in respect of the Units of a Series. However, there is the risk that either (or both) of the Security Trustee and the Hedge Counterparty will be unable to meet their obligations under the Security Trust Deed and Hedge, respectively. Please refer to “Creditworthiness of the Issuer, Hedge Counterparty and Security Trustee” in Section 2 “Risks”.

A copy of the Hedge Security Deed is available upon request. Please contact C2 Specialist Investments on 02 8098 0300.

### **Security Trust Deed**

The Security Trust Deed is entered into by C2 Specialist Investments Pty Ltd (“Issuer”) and the Security Trustee. Under the Security Trust Deed, the Security Trustee is appointed as trustee of the Trust and enters into the Security (including the Hedge Security Deed) in that capacity.

The Issuer grants a Security Interest over the relevant Secured Property of each Series in favour of the Security Trustee under the Hedge Security Deed (explained above). The Security Trustee will then hold a security interest in respect of the relevant Secured Property of each Series on trust for itself and each Investor (in proportion to the number of Units an Investor holds and the performance of each Series) on the terms of the Security Trust Deed until such a time as the Secured Obligations for a Series are satisfied.

The primary function of the Security Trustee is to exercise any right, power or remedy under the Security and enforce the Security of each Series on behalf of the Investors. Investors of a Series are not allowed to exercise these rights or have any direct recourse to the security constituted by the Security except through the Security Trustee. In exercising these powers, the Security Trustee may request the instructions of the Majority Investors (by way of convening a meeting of Investors) and act in accordance with them or may act as it considers is in the best interests of the Investors and itself as a whole or as it determines in its reasonable discretion. However, where the Majority Investors have instructed the Security Trustee to exercise a right, power, authority, discretion, or remedy of, or conferred on, the Security Trustee and the Security Trustee fails to do so within 5 Business Days, the Majority Investors may act on behalf of the Security Trustee to exercise the right, power, authority, discretion, or remedy.

The Security Trustee may resign as trustee of the Trust at any time by giving at least 30 days’ written notice. However, it is a term of the Security Trust Deed that the resignation of the Security Trustee does not take effect until a successor Security Trustee is appointed.

The liability of the Security Trustee in respect of each Series and the Trust is limited under the terms of the Security Trust Deed.

In particular, the Security Trustee (and its directors, specified persons acting on its behalf, employees, agents or attorneys) are not liable for any loss or damage occurring as a result of it exercising, failing to exercise or purporting to exercise any powers under the Security Trust Deed or in relation to the Transaction Documents, any failure of the Issuer or a Hedge Counterparty to comply with its obligations or for acting or not acting in accordance with the instructions of the Investors or Majority Investors.

Additionally, the Security Trustee’s liability in respect of each Series and the Trust is limited to and may be enforced against the Security Trustee only to the extent to which it can be satisfied out of any property held by the Security Trustee in respect of the Trust out of which the Security Trustee is actually indemnified for the liability. This limitation of the Security Trustee’s liability applies despite any other provision of the Transaction Documents and extends to all liabilities and obligations of the Security Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to the Transaction Documents and the Trust.

Neither the Issuer nor the Investors may sue the Security Trustee in any capacity other than as trustee of the Trust, including seeking the appointment of a receiver (except in relation to property of the Trust), a liquidator, an administrator or any other similar person to the Security Trustee or prove in any liquidation of or affecting the Security Trustee (exception in relation to the property of the Trust).

The Issuer and the Investors waive their rights and release the Security Trustee from any personal liability in respect of any loss or damage which any of them may suffer as a consequence of a failure of the Security Trustee to perform its obligations under or in connection with the Transaction

Documents, which cannot be paid or satisfied out of any property held by the Security Trustee in respect of the Trust.

The limitation of liability does not, under the terms of the Security Trust Deed, apply to any obligation or liability of the Security Trustee to the extent arising as a result of the Security Trustee's fraud, gross negligence or wilful default.

The Security Trustee is not obliged to take any action or exercise any of its powers until it is first indemnified to its reasonable satisfaction. Investors will receive payment only after the fees, costs, expenses or other sums incurred or payable by or to the Security Trustee have been paid. This includes any fees payable to the Security Trustee by the Issuer.

A copy of the Security Trust Deed is available upon request. Please contact C2 Specialist Investments on 02 8098 0300.

### **Cross-liability risks**

There are some circumstances in which events in relation to one Series will impact on other Series. These are as follows:

1. if there is an event of default or potential event of default in respect of the Issuer or the Hedge Counterparty under the contract between the Issuer and one particular Hedge Counterparty which establishes the Hedge ("Hedge Agreement"), then the obligations of the other party under the Hedge Agreement may be suspended until the event of default or potential event of default ceases to exist. If an event of default or potential event of default occurs with respect to the Issuer under the Hedge Agreement, the Hedge Counterparty may be entitled to suspend its obligations under that Hedge Agreement for an indefinite period of time.

An event of default relating to the Issuer under one Hedge Agreement may be of a type that triggers an event of default or potential event of default relating to the Issuer under another Hedge Agreement and some events of default and potential events of default relating to the Issuer may be of a type that affects more than one Hedge Agreement, where this occurs, the Hedge Counterparty may be entitled to suspend its obligations under more than one Hedge Agreement with the Issuer.

In particular, if a bankruptcy event of default occurs with respect to the Issuer, then this will be an event of default under all the Hedges with a Hedge Counterparty and each Hedge Counterparty may suspend its obligations under all its Hedge Agreements or if a Default under Specified Transaction with a Hedge Counterparty occurs with respect to the Issuer, then this will be an event of default under all the Hedges with that particular Hedge Counterparty and such Hedge Counterparty may suspend its obligations under all its Hedge Agreements with the Issuer.

Any such suspension of the obligations of a Hedge Counterparty could materially adversely affect Investors.

2. a Hedge Agreement between the Issuer and a particular Hedge Counterparty may be terminated, if there is an event of default in respect of the Issuer or the Hedge Counterparty or if certain specified termination events occur— payment obligations in relation to all transactions governed by that Hedge Agreement between those two parties are terminated, and a single net amount is calculated as due from one party to the other.

Under the arrangements with the Hedge Counterparties, each Hedge Agreement will be deemed to be a separate Hedge Agreement for each transaction (corresponding to each Series) and therefore each separate Hedge Agreement may be terminated only if an event of default or termination event occurs under that particular Hedge Agreement. As noted in point 1 above, some events of default and termination events relating to the Issuer may be of a type that affects more than one Hedge Agreement at the same time, or an event of default relating to the Issuer under one Hedge Agreement may be of a type that triggers an event of default relating to the Issuer under another Hedge Agreement. Where this occurs, the Hedges for all Series (where the Issuer and the particular Hedge Counterparty are counterparties) and, depending on the type of the event of default, the Hedges for all Series with other Hedge Counterparties may be terminated by one or more Hedge Counterparties.

If there is an event of default in respect of the Issuer, the Hedge Counterparty is not under any obligation to terminate any of the Hedges.

3. If a bankruptcy event of default occurs relating to the Issuer, the Hedge Counterparty may set off any obligations of the Issuer owing to that Hedge Counterparty (under the Hedge Agreement or otherwise) against any obligations of the Hedge Counterparty owing to the Issuer (including under other Hedge Agreements in respect of other Series). This right of set-off may be effected before or after termination of the Hedge Agreement. These rights of set off are in addition to statutory rights of set off of the Hedge Counterparty in the case that the Issuer is an insolvent company that is being wound up. Should such set-off occur following a termination of more than one Hedge Agreement with a particular Hedge Counterparty, a single amount will be received by the Security Trustee on behalf of Investors in relation to a number of Series.

If a Hedge Agreement is terminated then one single termination amount (called the close-out amount) will be calculated as due from one party to the other under that Hedge Agreement. If a particular Hedge Counterparty elects to terminate more than one Hedge i.e. Hedges for more than one Series (where the Issuer and the particular Hedge Counterparty are counterparties) across all or more than one outstanding transaction between the Issuer and that Hedge Counterparty, a close-out amount would be calculated as due from one party to the other separately under each Hedge Agreement. If a bankruptcy event of default occurs in respect of the Issuer, the Hedge Counterparty has the right to set off any amounts it owes

to the Issuer against any other amounts the Issuer owes the Hedge Counterparty whether under one or more Hedge Agreement for one or more Series. However, the Issuer will ensure that there will never be a net amount owing from the Issuer to the Hedge Counterparty under the Hedge Agreement.

The close-out amount calculation in respect of the Hedge for a particular Series is likely to be less than the Final Value for that Series, may be less than the Issue Price for that Series and may even be zero.

The Security Trust Deed sets out a method for allocating amounts received by the Security Trustee where those amounts are not directly referable to any particular Series. Investors have no recourse to the Security Trustee if they disagree with how any such amounts are allocated by the Security Trustee.

If a single amount is received from a Hedge Counterparty in respect of a number of Series, each Series will be entitled to an amount by reference to:

- (a) the last individual valuation of the Hedge for each Series provided by the Calculation Agent under the Hedge;
- (b) where the Security Trustee is unable to obtain the last individual valuation of the Hedge for any Series, the most recent valuation of the Units for that Series as published by the Issuer multiplied by the number of Units on issue in that Series;
- (c) where the Security Trustee is unable to obtain or rely on the most recent valuation of the Units for that Series, the valuation of the Hedge for each Series are determined by an independent leading dealer in the relevant market mutually appointed by the Security Trustee and the Issuer. The cost of obtaining the valuations of the Hedge for a Series is to be paid out of the Trust Fund in respect of that Series. The Security Trustee must then allocate the amounts received to one or more Series proportionally by reference the valuations provided;
- (d) if the Security Trustee and the Issuer are unable to mutually appoint an independent leading dealer in accordance with paragraph (c) above, the Security Trustee may allocate the amount received to one or more Series based on its estimate, made to achieve a commercially reasonable outcome, on the value of the Hedge or Units for that Series.
- (e) where an independent leading dealer is not appointed, the amount received may be allocated by the Security Trustee based on their estimate, made to achieve a commercially reasonable outcome, of the value of the Hedge or Units for the Series.

4. The security interests created under the Hedge Security Deed may be security interests over “circulating assets” under the PPSA Law and in such circumstances Investors will rank behind the claims of certain creditors, such as employees of the Grantor, preferred by law.

Under PPSA Law a security interest in personal property that is perfected by “control” under the PPSA Law has priority over a security interest in the same personal property perfected by other means. The Security Interest under the Hedge Security Deed will be perfected by registration not control. Investors should be aware that their Security Interest under the Hedge Security Deed may not have priority if any other person obtains a security interest over the assets the subject of the Hedge Security Deed and perfects such security interest by control. Investors should also be aware that under PPSA Law in certain circumstances a transferee of personal property such the Delivery Assets may buy the asset free of any Security Interest.

5. Investors should note that the Issuer maintains only one trust account and all money relating to all Units on issue is paid into that trust account.

Please refer to the description of the Security Trust Deed in Section 5 “Additional Information”. This risk is also described further in “Default under the Hedge for another Series” in Section 2 “Risks”.

### **3.2 Other Security Arrangements**

#### **Custody Deed**

The Custody Deed is a deed poll entered into before the Commencement Date in favour of the Issuer and each Investor.

Under the Custody Deed, where the Agency Sale Option is used, the Investor Trust is the separate trust (one for each Unit) under which the Custodian (or its nominee) will hold the Delivery Parcel delivered to the Custodian (or its nominee) by the Issuer and the Sale Monies on trust for each Investor.

The Custodian is only required to act, or not act, on proper instructions received from an Investor (or an Investor’s agent) as beneficial owner of the relevant Investor Trust (“Proper Instructions”). Investors must appoint the Issuer to act as their agent for the purposes of the Custody Deed and may do so by completing the Application Form. The Custodian has no responsibility or liability for acting, or not acting, in accordance with Proper Instructions. If the Custodian receives a Proper Instruction to deal with any Unit (or Delivery Parcel or Sale Monies in relation to that Unit) held under a relevant Investor Trust, the Custodian must act in accordance with Proper Instructions unless, amongst other things, the Custodian considers that they conflict with the Transaction Documents, any applicable law or regulation or local market practice.

The Custodian has no liability under the Custody Deed to any person (including Investors) for any loss suffered as a result of any act or omission of the Custodian or any other person or any loss in connection with any Transaction Document or an Investor Trust, other than to the extent to which it is entitled to and does actually obtain an indemnity from the assets of the Investor Trust.

The Custody Deed may be amended, however, that amendment will not affect the terms of the Investor Trust unless the Investor first consents to it or if, in the opinion of the Custodian, the amendment is to correct a manifest error or the amendment will not materially prejudice Investors or is made to comply with applicable law.

A copy of the Custody Deed may be accessed by contacting C2 Specialist Investments on 02 8098 0300.

## **4. Taxation**

This summary provides a general outline of the main Australian income tax, goods and services tax, and stamp duty implications arising for an Investor in a Series of Units who:

1. intends to hold the Units until Maturity and to take delivery of the Delivery Assets which are related to their Units post Maturity (i.e., without using the Agency Sale Option) by the Maturity Date;
2. will hold the Units and the Delivery Assets in their own capacity as capital investments;
3. is a permanent Australian resident operating from Australia for the purposes of this investment; and
4. has quoted their Tax File Number, if taking such action would avoid tax being withheld from certain payments, or is exempt from doing so.

Investors who:

1. are engaged in a business of trading or investment in securities who acquire the Units for the purpose of resale at a profit; or
2. are banks, financial institutions, insurance companies, tax exempt organisations or superannuation funds,

may be subject to special or different tax consequences peculiar to their circumstances which are not discussed in this section.

Additionally, the tax discussion outlined here does not cover the consequences if an Investor assigns their Units to a third party prior to Maturity or does not intend to receive delivery of the Delivery Assets.

The taxation of Investors who invest in the Units through a platform will be affected by the arrangements governing the platform. Such Investors should refer to the information provided by that platform provider in relation to the tax implications of investing through the platform.

The following discussion is based on Australian law and administrative practice as at the date of this Master IM. Investors should be aware that the ultimate interpretation of taxation law rests with the Courts and that the law, and the way the Federal Commissioner of Taxation (“Commissioner”) and State and Territory revenue authorities administer the law, may change at any time. As noted below, the ATO has been reviewing products with various features similar to those set out in this product.

This statement is necessarily general in nature and does not take into account the specific taxation circumstances of each individual Investor. The ATO actively encourages issuers of financial products to apply for a product ruling before offering products to the public. A product ruling was not sought for this product. It is also possible for Investors to obtain certainty regarding the tax treatment of this product by applying for a private ruling from the ATO.

Investors should seek independent professional advice in relation to their own particular circumstances before making any investment decision. References in this section to the “1936 Act” and the “1997 Act” are references to the Income Tax Assessment Act 1936 (Cth) and the Income Tax Assessment Act 1997 (Cth), respectively.

Allen & Overy is not involved in the marketing of Units and its role should not be interpreted to mean that it encourages any party to invest.

### **4.1 Coupon Payment**

Any coupon payment received (if any) should be characterised as ordinary income and should be included in the Investor’s assessable income in the income year it is received by an Investor.

### **4.2 Delivery of Delivery Assets**

In making an investment in Units, an Investor has contracted to purchase from the Issuer the Delivery Assets.

In Taxation Determination TD 2008/22, the Commissioner states that an Investor’s rights under a deferred purchase agreement constitute a discrete CGT asset and the delivery of the Delivery Assets on Maturity triggers CGT event C2 for the Investor. Based on this interpretation of the CGT rules, an Investor in Units makes a capital gain on Maturity equal to the difference between the market value of the Delivery Assets (determined at that time) less the Investor’s cost base in the Units.

An Investor’s cost base in a Unit should include:

1. the money the Investor pays to acquire the Unit (i.e. the Issue Price);
2. the incidental costs of acquisition and disposal; and
3. the costs of ownership of the Unit (e.g., interest which an Investor incurs as a result of borrowing funds to acquire the Unit where the interest is not otherwise allowable as a tax deduction).

Alternatively, Investors may make a capital loss equal to the difference between the Investor’s reduced cost base in the Units and the market value of the Delivery Assets (determined at that time). The reduced cost base of a Unit should include 1 and 2, but not 3 (refer above).

### ***CGT discount provisions***

Capital gains made by individuals or trusts regarding assets held for at least 12 months that are assessed under the CGT provisions in Part 3-1 of the 1997 Act can qualify for CGT discount treatment, under which any capital gain is discounted by 50%. For complying superannuation funds the discount is 33<sup>1</sup>/<sub>3</sub>%. Companies do not qualify for this discount.

An Investor is required to first apply any prior year or current year capital losses against the full capital gain before applying this CGT discount to the remaining net amount.

For these purposes, an Investor is considered to have acquired their rights in a Unit on the day they acquire the Unit (i.e. when the Deferred Purchase Agreement is entered into). CGT event C2 happens when the Delivery Assets are received.

### **4.3 Holding of Delivery Assets**

The usual consequences of share ownership apply in respect of holding the Delivery Assets. For example:

1. Dividends paid on the Delivery Assets (grossed up for any franking credits) are assessable, and Investors may, depending on their personal circumstances, be entitled to tax offsets for any franking credits attached to the dividends.
2. Tax File Number (“TFN”) withholding (currently imposed at a rate of 47% and expected to increase to 47.5% from 1 July 2019) will be required to be deducted from the unfranked portion of dividends paid on the Delivery Assets unless Investors quote their TFN or, where applicable, their Australian Business Number (“ABN”) or exemption details.

### **4.4 Disposal of Delivery Assets**

The Delivery Assets are also CGT assets. Any subsequent disposal of the Delivery Assets by an Investor should constitute a CGT event at the time the contract for disposal is executed.

An Investor should be assessed on any capital gain made from the CGT event. The capital gain should be the difference between the capital proceeds received on disposal less the cost base which the Investor has in the Delivery Assets. If the capital proceeds received by an Investor are less than the reduced cost base that the Investor has in the Delivery Assets, then the Investor should make a capital loss. Capital losses can be offset against taxable capital gains made by an Investor but not against other types of income.

The capital proceeds which an Investor receives will be the cash or other property the Investor receives or is entitled to receive when the Investor disposes of the Delivery Assets.

If the delivery of the Delivery Assets is a CGT event (as per TD 2008/22), then the Investor’s cost base in the Delivery Assets should be their market value at the time of delivery.

### ***CGT discount provisions***

An Investor that is an individual may claim the benefit of the CGT discount (as described above) on any capital gain made on the disposal of the Delivery Assets where they have held the Delivery Assets for more than 12 months (excluding the acquisition and disposal dates). In TD 2008/22 the Commissioner has stated that for CGT purposes an Investor acquires the Delivery Assets at the time of delivery. Accordingly, the Commissioner’s view is that the 12 month holding requirement will be counted from this date, and will not include the period during which the Units were held.

### **4.5 Agency Sale Option**

At Maturity, the Issuer will deliver the Delivery Parcel to the Investor unless the Investor has elected to use the Agency Sale Option. If the Investor elects the Agency Sale Option the Delivery Parcel will be delivered to the Custodian or its nominee on the Investor’s behalf. The capital gains tax consequences of an Investor using the Agency Sale Option are the same as outlined above in relation to the consequences of an Investor selling Delivery Assets which they received on Maturity, except that the Delivery Assets will have been sold in very short succession after taking delivery.

### **4.6 Investments on revenue account**

If an Investor purchases a Unit and does not have an intention to hold the Unit, and the Delivery Assets which they may acquire under the Unit, on capital account, then an Investor may be required to treat any gain or loss made (e.g. from using the Agency Sale Option) as arising on revenue account and brought to account as ordinary income or a deductible loss, rather than under the CGT provisions as described above. In such a situation the Investor would not be entitled to the CGT discount on any gain.

An established pattern of investing in deferred purchase agreements without taking delivery of the delivery assets may be relevant to the determination of the Investor’s purpose.

### **4.7 Early termination**

In the case of Early Maturity or Issuer Buy-Back there is a risk that any gain will be assessed as ordinary income, in which case the Investor will not qualify for the concessional CGT rules. This will depend on the circumstances in which these events occur.

#### 4.8 Security

A Unit should not be characterised as either a “qualifying security” for the purposes of Division 16E of the 1936 Act or a “traditional security” for the purposes of sections 26BB and 70B of the 1936 Act. This is because a Unit is a contract for the delivery of the Delivery Assets and is not therefore a “security” as defined for the purposes of these provisions. The ATO’s view is that a deferred purchase agreement that has sufficient “debt-like” obligations may qualify as a “security”, however, the ATO has nevertheless ruled that capital protected deferred purchase agreements that pay coupons are not sufficiently debt-like. Accordingly, those provisions should not apply to a Unit acquired by an Investor unless the terms of a particular issuance are such that the deferred purchase agreement has “debt-like” obligations. In that circumstance, returns may be taxed on revenue account under the TOFA rules described at paragraph 4.13, without the benefit of any CGT discount treatment. Where there is any doubt, Investors must form their own view on whether particular Units are “debt-like” and should seek their own independent tax advice. This would include situations where the Final Value is reasonably likely to include an interest-like or other time-based return. Alternatively, Investors may wish to confirm the appropriate tax treatment with the ATO through application for a private binding ruling or ensure that the investment remains attractive where any returns are taxed on revenue account under the TOFA rules.

#### 4.9 Fees

Fees charged in connection with the Units such as any Application Fee, Currency Management Fee or Adviser Fee may be regarded as incidental costs of acquiring the Units and included in an Investor’s tax cost base in the Units for the purposes of calculating the Investor’s capital gain or loss on Maturity and delivery of the Delivery Assets.

Fees charged for ongoing services, including some Adviser Fees, may be deductible at the time they are incurred. This will depend on the nature of the agreement with the adviser. Investors should seek independent advice on whether any such fees may be deductible, instead of forming part of the tax cost base of the Units.

#### 4.10 Foreign currency

Units in some Series may have exposure to a foreign currency/exchange rate. For example, the Reference Asset may be listed on a foreign exchange and denominated in a currency other than Australian dollars.

Where foreign currency impacts the calculation of the return to be provided to the Investors, the Investor’s return will still be provided in Australian dollars, and it is the Australian dollar amount or value that the Investor should use for tax purposes. The Investor should not be required to separately bring to account any foreign exchange gains or losses.

However, if an amount payable to the Investor is denominated in a foreign currency, then the Investor may be required to bring to account foreign exchange gains or losses. The relevant Term Sheet for a foreign currency denominated Series will provide further information on the tax consequences for Investors.

#### 4.1 Finance Costs or Interest Expenses

Investors should seek their own independent advice as to their own individual ability to deduct any finance costs, interest expenses and/or borrowing expenses related to borrowings to fund an investment in a Unit.

As a general rule, interest on money borrowed for the purpose of deriving assessable income is deductible as the liability accrues. However, this general rule is subject to various qualifications.

Relevantly, if the assessable income (other than capital gains) from an investment is exceeded by the related deductible expenses (e.g. interest expenses), the Commissioner may focus on the Investor’s purpose for undertaking the investment. If the deficit can only reasonably be explained by reference to factors such as the reduction of tax or the making of a capital gain, the Commissioner may treat the deficit as not being deductible. As a practical matter, the relevant question is whether, at the time the investment was entered into, it was reasonably likely the income (other than capital gains) from the investment would exceed the related deductible expenses. The Commissioner has been known to take the view that any income arising from the delivery assets after maturity is to be ignored for these purposes, on the basis that the investment in a deferred purchase agreement is distinct from the subsequent investment in the delivery assets. The Commissioner has also been known to apply a “hindsight” approach, whereby interest deductions are limited to the amount of income in fact derived during the same income year (regardless of the Investor’s expectations). We recommend that Investors discuss the availability of deductions with their tax advisers prior to claiming any income tax deduction. Please also refer to the comments below in relation to the general anti-avoidance rules.

Interest that is non-deductible will be included in the cost base of the Units, but will not be included in the reduced cost base of the Units, as described under the heading “Delivery of Delivery Assets” above, and so will not give rise to any capital loss.

Division 247 of Part 3-10 of the 1997 Act provides specific rules for the tax treatment of interest on money borrowed as part of a “capital protected product” which relates to the acquisition of a beneficial interest in shares, units or stapled securities. The rules arguably do not apply to an investment in deferred purchase agreements, particularly if the Commissioner’s view described above applies, however, this is untested. Investors that borrow to invest should confirm whether or not the money borrowed is a “capital protected borrowing” as defined by Division 247 and caught



by these rules. If it is, Division 247 may apply to deny a deduction for a portion of the interest and other expenses incurred in relation to the loan if, for the relevant income year:

1. the aggregate of the interest on the amount borrowed plus amounts paid for capital protection as part of the arrangement; exceeds
2. the total interest that would have been incurred for the year if the interest rate on the amount borrowed had been the Reserve Bank of Australia's Indicator rate for Standard Variable Housing Loans plus 1.00% (as determined when the interest rate is fixed). According to TD 2016/10, the relevant indicator rate is the Reserve Bank of Australia's Indicator Lending Rate for Standard Variable Housing Loans – Investor.

Any such excess amount is not deductible (but is instead capitalised into the cost base of a notional put option asset).

Investors should also be aware that certain timing rules exist where an Investor prepays interest, and the interest is deductible to the Investor. As a rule, interest prepaid on money borrowed to acquire a Unit, i.e. the Finance Costs or Prepaid Interest, would be caught by these prepayment rules, which have the effect of spreading the interest deduction over the interest period to which the prepaid interest relates, rather than being deductible upfront.

Investors should seek their own independent advice as to their own individual ability to deduct any interest expenses and borrowing expenses related to borrowings to fund an investment in a Unit. Investors should focus on whether they could reasonably expect to receive coupon payments during the Investment Term or at Maturity or both.

Investors should also be aware that there is a risk that the ATO may take the view that interest deductions are not available when interest is incurred (or under the spreading rules), but are deferred and should be taken into account in determining an overall gain or loss on the investment that is brought to account for tax purposes at maturity.

#### **4.11 Income of the Trust**

A proportion of the net taxable income (if any) of the Trust created for each Series may be included in the assessable income of the relevant Investors on 30 June each year. Whether or not the Trust will have net taxable income in a year of income will be dependent on whether the Hedge Security Deed is enforced by the Security Trustee.

Each Investor's proportion of the net taxable income (if any) of the Trust will be determined by the number of Units held by the Investor in a particular Series.

Should the Hedge Security Deed be enforced by the Trustee it is recommended that Investors should seek independent taxation advice.

#### **4.12 Part IVA of the 1936 Act**

Part IVA of the 1936 Act includes the general anti-avoidance regime for income tax. Broadly, Part IVA can apply to an Investor's investment if any party has entered into this arrangement for the dominant purpose of enabling the Investor to obtain a tax benefit. A tax benefit can include deferring the recognition of assessable income to a later year of income, or converting non-deductible cost into deductible costs.

An Investor in this product may obtain a tax benefit. Part IVA may apply where, viewed objectively, an Investor would be taken to have borrowed money or invested in this product with the dominant purpose of obtaining a tax benefit. This depends on the circumstances of each Investor. Depending on the profile of the Investor, the Commissioner may need to weigh the commercial advantages of investing in the Unit - including those set out in this Master IM - against any tax benefits obtained.

Investors should discuss the potential application of Part IVA with their own tax adviser.

#### **4.13 Taxation of Financial Arrangements**

Division 230 of the 1997 Act provides for the tax treatment of gains and losses on financial arrangements (referred to as the "TOFA" rules). There are a number of exclusions from TOFA. Specifically, the TOFA rules should not apply to superannuation entities with assets of less than \$100 million or individuals that hold a Unit since the Unit is not regarded as a 'qualifying security' (refer to the above discussion under 'Security'), unless the Investor elects otherwise. The Australian Government recently announced major reforms to the TOFA rules, which are intended to apply to income years commencing on or after 1 January 2018. Other Investors should seek their own advice as to the possible application of the TOFA regime (including the potential application of the proposed amendments) to their investment in a Unit.

#### **4.14 Income tax treatment of bare trusts**

The tax treatment of bare trust arrangements in general is currently undergoing review. Investors should seek independent tax advice regarding the application of potential changes.

#### **4.15 Stamp Duty**

Stamp duty will not be payable on the issue or transfer of the Delivery Assets or on the issue or transfer of a Unit provided that at all times the Delivery Assets are interests in local ASX listed companies that are quoted on the Australian Securities Exchange and/or shares in overseas companies that are exchange-traded funds at all relevant times (including for example the dates of issue of the Units and transfer of the Delivery Assets) and the Delivery Assets will not represent 90% or more of the issued capital of any of the issuing companies.

Notwithstanding the above, if stamp duty becomes payable by the Issuer in connection with the terms of this Master IM or as a consequence of, or in connection with the purchase, sale or transfer of, or the Maturity of the purchase and sale of the Delivery Assets or the Units, then the Issuer can under the terms of this Master IM require an Investor to pay such stamp duty.

#### **4.16 Goods and Services Tax ("GST")**

The sale and acquisition of shares (including a right to acquire shares) is likely to be an input taxed financial supply and as a result no GST should be payable in respect of the acquisition of the Delivery Assets or the Units.

If GST becomes payable by the Issuer in connection with the terms of this Master IM or as a consequence of, or in connection with the purchase, sale or transfer of, or the Maturity of the purchase and sale of the Delivery Assets or the Units, then the Investor can be required to pay an additional amount on account of such GST.

An Investor may not be entitled to input tax credits for GST paid on the acquisition of goods and services (for example, financial advisory services or brokerage) relating to the issue of the Units and acquisition and / or subsequent sale of the Delivery Assets. This will depend on the Investor's personal circumstances.

#### **4.17 Tax Agent Service**

The Issuer does not give taxation advice and the provision of this tax section is not intended to constitute a "tax agent service" for the purposes of the Tax Agent Services Act 2009. Investors should seek their own advice on taxation implications of making an investment in the Units, and cannot rely on this summary.

## **5. Additional Information**

### **5.1 What are the Units?**

Each Unit is a separate right to receive the Delivery Parcel and certain related rights under a deferred purchase agreement as described in this Master IM. A Unit is not an interest in a trust or other type of managed investment scheme, and the investment is not a direct investment in the Reference Asset or, for a Reference Asset that is an index, the securities making up the Reference Asset.

### **5.2 Preparation of this Master IM**

You should also note that no person is authorised by the Issuer to give any information to Investors or to make any representation not contained in this Master IM. In particular, none of the Issuer, the Security Trustee, Custodian, Arranger or any of their affiliates takes any responsibility for statements or actions of the Lead Distributor or any other distributor of the product or any financial adviser of an Investor. None of the Issuer, the Security Trustee, Custodian, Arranger, or any of their affiliates accepts any liability or responsibility for, and makes no representation or warranty, express or implied, as to the adequacy, accuracy or completeness of such information.

No representation as to future performance of the Reference Asset, the Delivery Assets or as to the future performance of assets, dividends or other distributions of any of the Reference Asset or Delivery Assets are made in this Master IM or in any offer or invitation to subscribe for, sell or issue Units. The Issuer does not take into account labour standards or environmental, social or ethical considerations.

### **5.3 Obligations of the Issuer**

The Units will constitute direct obligations of the Issuer. Please refer to Section 2 “Risks” under the heading “Creditworthiness of Issuer and Hedge Counterparty” for more details.

Applications may be lodged at any time during the Offer Period for the Units, subject to the right of the Issuer to close the offer at an earlier date without prior notice. No cooling-off rights apply in respect of a purchase of the Units.

### **5.4 Consents**

None of the parties referred to below have authorised or caused the issue of this Master IM or make or purport to make any statement in this Master IM (or any statement on which a statement in this Master IM is based) other than as specified below.

Baker & McKenzie, solicitors, has given, and not withdrawn, its written consent to being named as having acted as solicitors to the Issuer in connection with the issue of the Units pursuant to this Master IM. It has in that capacity, prepared the Terms of the Deferred Purchase Agreement. Otherwise, Baker & McKenzie does not make any statement in, or take responsibility for any part of this Master IM other than the Terms of the Deferred Purchase Agreement and has not authorised the issue of the Master IM nor does any statement herein purport to be based on a statement made by Baker & McKenzie.

Allen & Overy, solicitors, has given, and not withdrawn, its written consent to being named as having acted as tax adviser to the Issuer in connection with the issue of the Units pursuant to this Master IM. It has in that capacity, been responsible for Section 4 “Taxation”. Allen & Overy does not make any statement in, or take responsibility for any part of this Master IM other than Section 4 “Taxation”, and has not authorised the issue of the Master IM nor does any statement herein purport to be based on a statement made by Allen & Overy.

Registry Direct Limited has given and, as at the date of this Master IM, not withdrawn its consent to the inclusion of statements regarding Registry Direct Limited in this Master IM in the form and context in which they are included and to be named as the Registrar in this Master IM in the form and context in which it is named. It has not been involved in the preparation of any part of the Master IM. It has not authorised or caused the issue of, and expressly disclaims and takes no responsibility for any part of the Master IM other than reference to its name and it takes no responsibility for the contents of the Master IM. Registry Direct Limited does not guarantee the success of the Units, the repayment of capital or any particular rate of capital or income return.

C2 Nominees Pty Ltd has given and not withdrawn its written consent to being named in the form and context in which it has been named (in particular, to being named as acting as Custodian and Security Trustee) and to the descriptions of the Custodian and Security Trustee in this Master IM. C2 Nominees Pty Ltd does not make any statement in, or take responsibility for any part of this Master IM and has not authorised the issue of the Master IM nor does any statement herein purport to be based on a statement made by the Custodian and Security Trustee.

C2 Funds Management Pty Ltd has given, and not withdrawn, its written consent to being named in the form and context in which it has been named (in particular, to being named as having acted as Arranger) and to the descriptions of the Arranger in this Master IM. The Arranger does not make any statement in, or take responsibility for, any part of this Master IM and has not authorised the issue of the Master IM nor does any statement herein purport to be based on a statement made by the Arranger.

### **5.5 Privacy Policy**

Should you apply for Units by lodging an Application Form with the Issuer, you acknowledge and agree that:

(a) The Issuer (and or any of its nominees) may collect your personal information for the purpose of processing your Application for the Units,

issuing the Units, managing your investment and complying with relevant laws. If you do not provide the personal information as the Issuer requires, your Application may not be processed; and

- (b) The Issuer may be required to disclose all or some of your personal information to:
- (i) related bodies corporate that might not be governed by Australian laws for the purpose of account maintenance and administration;
  - (ii) the Custodian or the Security Trustee;
  - (iii) share registries, custodians and certain software providers related to the operational management and settlement of the Units;
  - (iv) other third parties for the purpose of account maintenance and administration, marketing research or acquiring any interest in any part of the business of your adviser; and
  - (v) regulatory authorities such as the ASIC, ATO or ASX.

All personal information collected from you will be collected, used and stored by the Issuer in accordance with the Issuer's Privacy Policy, a copy of which will be made available to you on request. To obtain a copy, please contact the Issuer as per the details in the directory at the back of this Master IM.

You may access the personal information the Issuer holds about you. If you establish that information is not accurate, complete, and up-to-date, the Issuer must take reasonable steps to correct it. The Issuer and/or its associates may wish to communicate with you in the future about other investment opportunities which may be of interest to you. If you do not wish to be contacted for these purposes, please contact the Issuer. If you establish that information is not accurate, complete, and up-to-date, the Issuer must take reasonable steps to correct it.

Information provided to C2 Nominees Pty Ltd (the "Security Trustee") is primarily used for the purpose of providing security trustee services to the Issuer and for ancillary purposes detailed in the Privacy Policy. The Security Trustee may disclose your personal information, such as, your name and contact details, along with your account information to its related bodies corporate, the Issuer, professional advisers, the land titles office and/or as otherwise instructed by the Issuer. The Security Trustee is also permitted to collect and disclose your personal information when required or authorised to do so by law. The Security Trustee is not likely to disclose your personal information to overseas recipients. Your personal information will be used in accordance with the Security Trustee's Privacy Policy. The Privacy Policy contains information about how you may access or correct your personal information held by the Security Trustee and how you may complain about a breach of the Australian Privacy Principles. You may obtain a copy of the Security Trustee's Privacy Policy on request.

#### **5.6 Dispute resolution**

The Corporations Act requires the Issuer to have procedures in place for dispute resolution. The Issuer's process for dispute resolution is available by contacting the Issuer.

If a Holder has an enquiry or concern about their Units, they should contact C2 Specialist Investments on 02 8098 0300 or by writing to:

C2 Specialist Investments  
PO Box R1373  
Royal Exchange NSW 1225

If you have a complaint and it is not addressed to your satisfaction by C2 Specialist Investments complaints department, you may then direct your complaint to the Head of Compliance using the addresses above.

C2 Specialist Investments compliance will acknowledge receipt of your complaint in writing. Your complaint will be investigated in accordance with the C2 Specialist Investments Complaints Policy and will be responded to within 45 days. The Issuer will take all steps necessary to investigate any complaint and seek a resolution. You will be informed in writing of the result of the Compliance investigation into your complaint.

If you are not satisfied with C2 Specialist Investments response to your complaint you may then contact the Australian Financial Complaints Authority ("AFCA") at:

Australian Financial Complaints Authority Limited  
GPO Box 3  
Melbourne, VIC 3001  
Telephone: 1800 931 678  
Email: [www.afca.org.au](http://www.afca.org.au)

AFCA is a free independent dispute resolution scheme.

In order for the complaint to be considered by AFCA, the claim must be for less than A\$1,000,000 (unless otherwise agreed in writing by AFCA). AFCA is only able to make a determination of up to \$500,000 per claim (excluding compensation for costs and interest payments).

### **5.7 Potential Conflicts of Interest**

The Issuer and other related companies may conduct transactions as principal and agent in various securities including the Reference Asset and the Delivery Assets. These trading activities may impact the price at which the Reference Asset and Delivery Assets trade or the level of the Units at any point in time. Please see the Section 2 “Risks” for more details of conflicts of interest.

### **5.8 Confirmations**

Generally within 10 Business Days of the Commencement Date, the Issuer will send to you a Confirmation Notice acknowledging either the acceptance or rejection of your Application and setting out any relevant details of the Unit.

Investors will also receive confirmation of:

- any variation of the terms of Units while an Investor holds Units;
- an Investor’s redemption or surrender of Units; and
- any other transactions affecting their Units for tax purposes.

## 6. Additional Information about Credit Linked Securities

Units classified as Credit Linked Transactions will incorporate a credit transaction where the return is linked to either directly or through the Reference Asset to prices, levels, rates or contingencies related to the credit risk (Credit Transactions), – such as the failure by an entity to pay principal or interest when due under a bond or loan – of one or more specified corporate or sovereign entities (each, a “Reference Entity”). Such Units have a relatively higher level of complexity with respect to their risk profile, relative to equity or index linked Units and should only be acquired by Investors with a deep understanding of credit derivative markets.

Investing in Units classified as Credit Linked Transactions is not the same as investing in Units linked to bonds or similar fixed interest securities. Investors should seek independent financial product advice prior to investing in Units classified as Credit Linked Transactions.

### 6.1 Credit Transactions

The terms of each Credit Transaction are subject to:

- the 2003 ISDA Credit Derivatives Definitions as amended by the 2005 Matrix Supplement and the 2009 ISDA Credit Derivatives Determinations Committees, Auction Settlement and Restructuring Supplement, and as may be supplemented by any other supplements specified in the Credit Transaction, in each case as published by ISDA (the “**2003 Credit Derivatives Definitions**”) (such Credit Transactions, “**2003 Definitions Transactions**”); or
- the 2014 ISDA Credit Derivatives Definitions published by ISDA (the “**2014 Credit Derivatives Definitions**”) (such Credit Transactions, “2014 Definitions Transactions”).

The terms of the Credit Transaction may incorporate by reference standard definitions and various other market standard terms, such as settlement matrices, standard terms supplements and forms of confirmation, which may be published by the International Swaps and Derivatives Association, Inc. (“ISDA”) or other publishers such as index sponsors. Such terms may in turn be amended or customized pursuant to the terms of the Credit Transaction and its governing documentation. Terms incorporated by reference or otherwise relevant to a Credit Transaction may include:

- the definitions and provisions of the 2003 Credit Derivatives Definitions or the 2014 Credit Derivatives Definitions (together the “**Credit Derivatives Definitions**”);
- the Credit Derivatives Determinations Committee Rules, as published by ISDA and as amended and/or supplemented from time to time in accordance with the terms thereof (the “**DC Rules**”);
- with respect to 2014 Definitions Transactions only, the Standard Reference Obligation Rules, as published by ISDA and as amended and/or supplemented from time to time in accordance with the terms thereof (the “**SRO Rules**”);
- with respect to 2014 Definitions Transactions only, the Package Observable Bond Rules, as published by ISDA and as amended and/or supplemented from time to time in accordance with the terms thereof (the “**POB Rules**”);
- the form of auction settlement terms published by ISDA and, in respect of any Reference Entity and a related Credit Event (as defined below), the specific auction settlement terms (if any) published by ISDA in respect of such Credit Event after the occurrence of such Credit Event; and
- the ISDA 2014 Credit Derivatives Definitions Protocol (the “**2014 CDD Protocol**”).

Descriptions contained herein of the documents referred to in the list above are summaries only and are qualified in their entirety by reference to the full text of such documents.

### 6.2 Credit Default Swaps

One of the most common types of Credit Transaction is a credit default swap. Under a credit default swap, one party agrees, in exchange for an upfront payment and/or series of periodic payments, to compensate the other party if a specified credit-related event (a “Credit Event”) occurs with respect to a Reference Entity. For example, if a Credit Event occurs, the party that has agreed to take the risk of the occurrence (the “seller” of credit protection) may become obligated to do one or more of the following, depending on the terms of the Credit Transaction:

- (i) to pay a cash amount determined as described below with respect to auction settlement under section 6.13 “Settlement Methods”;
- (ii) to take delivery of a specified amount of one or more obligations of the Reference Entity that satisfy certain deliverability requirements and are chosen by the other party (the “buyer” of credit protection) and pay 100% (or another percentage specified in the terms of the Credit Transaction) of the outstanding principal balance or due and payable amount, as applicable, of such obligation(s); and/or
- (iii) to make an equivalent cash payment based on the market value (as determined under the Credit Transaction) of the selected obligation or obligations. A related type of Credit Transaction is a “fixed recovery” credit default swap, under which a fixed amount specified in the terms of the Credit Transaction may become payable by the protection seller to the protection buyer if a Credit Event occurs. In other types of Credit Transactions, payment obligations of the parties may be defined by reference to the spread between the yield on a Reference Entity’s debt obligations and a risk-free rate. In some types of Credit Transactions, such as a “recovery lock” (in which parties’ obligations are based on the difference between the settlement amount under a credit default swap and a contractually- specified fixed recovery rate), either party could be “in-the-money” following a Credit Event and required to make payments or deliveries of the types described above.

If the relevant credit-related events do not occur during the coverage period of a credit default swap or similar Credit Transaction, then, subject to the terms of the Credit Transaction, the protection buyer typically will not receive any further compensation from the protection seller and will not be entitled to a refund of amounts it has paid during the term of the Credit Transaction.

### 6.3 Valuation Factors

Factors that may influence the value of a Credit Transaction include:

- the actual or perceived creditworthiness and credit ratings of each Reference Entity and any guarantors or other supporters of its relevant obligations;
- the degree of correlation between the creditworthiness of a Reference Entity and that of the hedge provider under a Credit Transaction;
- expected rates of recovery on obligations of the Reference Entity;
- actions of a Reference Entity and its principal creditors;
- the nature of each Reference Entity's outstanding indebtedness, including its maturity and subordination structure and any guarantees or other support that the Reference Entity has provided to other entities;
- the contractually specified credit-related events with respect to a Reference Entity that may trigger settlement of the Credit Transaction;
- optionality that a party has under the terms of the Credit Transaction, such as the ability to select the obligations of a Reference Entity that will be delivered or valued or to decide whether or not to trigger settlement;
- correlation among the credit spreads and/or default probabilities of the components of a basket or index, if applicable;
- market liquidity for a particular type of Credit Transaction;
- interest rates and the amount of any periodic fixed payments required to be made under the Credit Transaction;
- the time remaining to the maturity of the Credit Transaction; and
- economic, financial, political and regulatory or judicial events or conditions that affect any Reference Entity or its outstanding obligations, or the market for Credit Transactions or related financial markets, including credit spreads in the market, market liquidity of Credit Transactions relative to the liquidity of related cash instruments or related credit derivatives, and liquidity for secondary assignments of credit derivatives generally.

### 6.4 Market liquidity

Various factors may affect the market liquidity for a particular type of Credit Transaction. Certain tenors of a type of Credit Transaction may be more liquid than others, and consequently market liquidity could vary during the term of a Credit Transaction. Future regulation of Credit Transactions could limit market liquidity. The market liquidity of Credit Transactions based on indices may vary significantly between the current series of the index and prior series. The market liquidity of Credit Transactions based on bespoke portfolios of Reference Entities will generally be less than that of Credit Transactions based on standardized indices. The market liquidity of a single-Reference Entity Credit Transaction may be affected by the Reference Entity's inclusion or exclusion from a standardized index, with exclusion from an index generally expected to result in diminished market liquidity. Market liquidity affects the value of Credit Transactions through its effect on bid-ask spreads and the ability of market participants to hedge exposures, among other factors.

### 6.5 Interpretation of Transaction Terms

The Credit Derivatives Definitions and other terms applicable to Credit Transactions are subject to interpretation and further evolution. Past events have shown that the views of market participants may differ as to how the terms of Credit Transactions should be interpreted in the context of specific events, entities and obligations.

### 6.6 Role of the Credit Derivatives Determinations Committees

The ISDA Credit Derivatives Determinations Committees ("Determinations Committees") and their determinations may affect the terms a Credit Transaction. If so provided under the terms of a Credit Transaction, a Determinations Committee will have the power to make binding decisions on critical issues such as whether a Credit Event has occurred, whether there is a Successor (as defined below) to the Reference Entity, which obligations of the Reference Entity are deliverable, the terms of an auction (as described below under "Settlement Methods") and, subject to the DC Rules, whether or not an auction will be held, and matters of contractual interpretation relevant to the credit derivatives market generally. The procedures of the Determinations Committees are set forth in the DC Rules. The DC Rules may be amended by a Determinations Committee in accordance with the DC Rules. None of ISDA, the institutions serving on the Determinations Committees or any external reviewers owes any duties to investors. Institutions serving on a Determinations Committee may base their votes on information that is not publicly available and have no duty to research, investigate, supplement or verify the accuracy of information on which a determination is based. In addition, a Determinations Committee is not obligated to follow previous determinations or to apply principles of interpretation such as those that might guide a court in interpreting contractual provisions. Therefore, a Determinations Committee could reach a different determination on a similar set of facts. If we or an affiliate serve on a Determinations Committee, we may have an inherent conflict of interest in the outcome of any determinations. In such capacity, we or our affiliate may vote and take other actions without regard to your interests under a Credit Transaction.

Determinations Committees are regional committees composed of significant participants in the credit default swap market in the applicable region. Determinations Committees are typically composed of both the largest dealers in credit default swaps as well as non-dealers, but dealers typically significantly outnumber non-dealers. Further information about Determinations Committees may be found at <http://dc.isda.org> (or any successor website). If the Credit Transaction is governed by the determinations of a Determinations Committee investors should carefully monitor the matters under consideration by such committees and their determinations.

### 6.7 Specification of Credit Events

Examples of Credit Events that might apply to individual Credit Transactions include bankruptcy, failure to pay, restructuring, obligation

acceleration, obligation default and repudiation/moratorium (see section 6.24 for more information on each of these terms). In addition, for certain 2014 Definitions Transactions, governmental intervention may apply.

There are established trading conventions, which generally depend on the type of Reference Entity and its geographical location, regarding applicable Credit Events, their detailed definitions and other terms of a Credit Transaction.

Whereas bankruptcy is a Credit Event that relates to the Reference Entity itself, other Credit Events, such as failure to pay or restructuring, relate to obligations of the Reference Entity that fall within a specified category (e.g., bonds, loans, borrowed money) and have specified characteristics (e.g., subordination, currency, governing law and, in respect of certain 2003 Definitions Transactions only, non-contingency of principal payments). Depending on the terms of a Credit Transaction, obligations for which the Reference Entity acts in a capacity other than direct obligor (for example as a guarantor or insurer) may or may not be within the class of obligations that is relevant for purposes of determining whether a Credit Event has occurred.

A Reference Entity may decide to default on or restructure only certain classes of its obligations and such a selective default or restructuring may not result in a Credit Event for the classes of obligations that are relevant for a particular Credit Transaction.

#### **6.8 No assurance that the Credit Transaction will achieve objectives**

Credit Events are expressly defined under the terms of a Credit Transaction and may not encompass all of the circumstances in which credit-related losses may be incurred on an obligation of a Reference Entity. Some of the reasons why recovery under a Credit Transaction may not be available despite the deteriorating creditworthiness of a Reference Entity include:

- the obligor on the obligation is not correctly identified as the Reference Entity under the Credit Transaction, for example, due to confusion among similarly named entities within a corporate group or failure to take into account recent name changes or Successors;
- the obligor on the obligation is acting in a different capacity – such as direct obligor, guarantor or insurer – than is specified in the Credit Transaction;
- the characteristics of the obligation – such as whether it is senior or subordinated, freely transferrable, secured or unsecured, a bond, loan or a payment obligation not related to borrowed money – do not meet or cease to meet requirements specified in the Credit Transaction relevant to either the occurrence of a Credit Event or the payments or deliveries to be made following a Credit Event;
- the scheduled termination date of the Credit Transaction precedes the maturity date of the obligation being hedged;
- the amount of a Reference Entity's payment failure or the aggregate amount of its obligations affected by the Credit Event is below the threshold designated in the Credit Transaction;
- adequate notice of a Credit Event or succession or, if applicable, a request to convene the Determinations Committee is not made within the requisite time period following the Credit Event or succession (as applicable); and
- the obligation is assumed by a different entity but the provisions relating to Successors (as described below under "Successor" and "Operational Risks") governing the Credit Transaction do not result in a corresponding change in the Reference Entity with respect to the appropriate notional amount.

#### **6.9 Restructuring Credit Events**

Some entities that experience credit difficulties do not file for bankruptcy or default on payments on all of their obligations. Instead they may enter into work-out or restructuring arrangements with their creditors. Unless a Credit Transaction expressly provides for a restructuring Credit Event – and the actual event falls within the contractual definition of that Credit Event – the Credit Transaction may not be impacted if such a workout or other restructuring occurs. Whether a prospective Credit Transaction includes a restructuring Credit Event will be specified on the relevant Term Sheet.

#### **6.10 Requirement for Publicly Available Information**

Credit Transactions may specify that only publicly available information regarding a relevant event may be used to trigger the transaction. The Credit Derivatives Definitions contain standards as to what constitutes publicly available information for Credit Transactions governed by those definitions. If a Credit Event occurs but the requisite publicly available information about the event (as specified in the Credit Transaction) is not available within the applicable time periods, then the event will not take effect under the Credit Transaction.

#### **6.11 Successors**

The Reference Entity may change or there may be additional Reference Entities following a determination of any Successor or Successors to the Reference Entity. "Successor" means, the entity or entities, if any, determined to have succeeded to a requisite amount of relevant obligations of the Reference Entity (or, in respect of 2003 Definitions Transactions where the Reference Entity is a sovereign, the entity or entities, if any, which become a direct or indirect successor to the Reference Entity by way of a succession, irrespective of whether any such Successor assumes any obligations of the predecessor Reference Entity).

In respect of 2003 Definitions Transactions only, the determination of a Successor to a Reference Entity that is not a sovereign requires the occurrence of an identifiable corporate event triggering the transfer of obligations to another entity, such as a merger, consolidation, amalgamation, transfer of assets or liabilities, spin-off or other similar event in which an entity succeeds to the obligations of another entity, whether by operation of law or pursuant to any agreement.



An entity may only be a Successor to a Reference Entity that is a sovereign, following the occurrence of certain events relating to the Reference Entity, such as an annexation, unification, secession, partition, dissolution, consolidation, reconstitution or other similar event.

If a Reference Entity (or, in respect of 2003 Definitions Transactions only, a Reference Entity that is not a sovereign) is determined to have more than one Successor, then the notional amount of the Credit Transaction will be split evenly among the Successors. As a result, the Credit Transaction may reference substantially different credit risks following the determination of one or more Successors. These credit risks could potentially be greater or lesser than the credit risk of the original Reference Entity, which could adversely impact the value of the Credit Transaction (if the credit risk increases).

#### **6.12 The occurrence of certain events prior to the trade date of a Credit Transaction may affect its value.**

Under the Credit Derivatives Definitions, the relevant period for Credit Events that may trigger settlement of a Credit Transaction begins on the “Credit Event Backstop Date” (as defined in the Credit Derivatives Definitions), which may be prior to the trade date. In broad terms, the Credit Event Backstop Date refers to the start of a rolling look-back period of 60 calendar days prior to the date of a request (accompanied by the requisite publicly available information) to convene the relevant Determinations Committee or, if applicable, the effective date of certain notices required for settlement of the Credit Transaction.

In respect of Units classified as Credit Linked Transactions, this means that the value of the Units may be adversely affected by events that occur prior to the Commencement Date of the relevant Units. Typically, this would be where the Credit Event had occurred, but the relevant information was not publicly available at the time of issue of the Units. Where a Credit Event is determined to have occurred prior to the Commencement Date (or at any other time), Investors will not be entitled to any form of refund or compensation and Investor’s will receive the Final Value as determined pursuant to the relevant Term Sheet, which may be zero. Neither the Issuer, the Arranger, nor any of their associates guarantee that any events which may constitute a Credit Event will not have occurred prior to the Commencement Date (or at any other time) in respect of any relevant Units.

A similar look-back period of 90 calendar days prior to the date of a request to convene the relevant Determinations Committee (or, if applicable, the effective date of a notice to the other party and the calculation agent that describes the relevant succession) is applicable for purposes of any Successor determination, and it is therefore possible that a Credit Transaction could be affected by a succession that occurred prior to the trade date.

In respect of 2014 Definitions Transactions only, where on or after January 1, 2014, an entity assumes all of the obligations (including at least one relevant obligation) of a Reference Entity which is not a sovereign, in circumstances where the Reference Entity has ceased to exist, or is in the process of being dissolved and has not issued or incurred any borrowed money obligation at any time since the legally effective date of the assumption (such entity, a “Universal Successor”), the look-back period of 90 calendar days will not apply.

You should conduct your own review of any recent developments with respect to a Reference Entity by consulting publicly available information. If, prior to the trade date, a request to convene a Determinations Committee has been delivered to determine whether a Credit Event has occurred with respect to a Reference Entity, details of such request may be found on the ISDA website at <http://dc.isda.org> (or any successor website). Even if a Determinations Committee has not been convened to determine such matter as of the trade date, one may still be convened after the trade date in respect of an event which occurs up to 60 days (in the case of a Credit Event), 90 days (in the case of the determination of a Successor), or at any time (in the case of the determination of a Universal Successor) before the date of a request to convene such Determinations Committee to make the relevant determinations.

#### **6.13 Settlement Methods**

The ultimate outcome of a Credit Transaction (following the occurrence of a Credit Event and satisfaction of all conditions to settlement, if applicable) will be affected by the settlement method applicable to the transaction. The settlement methods below may apply directly to a Credit Transaction or, in the case of physical settlement or cash settlement, as fallback settlement methods in the event that auction settlement is the primary settlement method but an auction is not held.

#### **6.14 Auction settlement**

If so provided, a Credit Transaction may be cash settled by reference to the price of certain deliverable obligations of the Reference Entity determined in an auction conducted pursuant to terms published by the Credit Derivatives Determinations Committee (“auction settlement”). Although, based on experience to date, auctions generally can be expected to be held for Credit Transactions of Reference Entities that are widely traded in the credit markets, there can be no assurance that an auction will be held for future Credit Events or that, if held, the auction will result in the determination of a final price. If an auction is not held or fails to result in the determination of a final price (as might occur if an auction is cancelled by the Determinations Committee due, for example, to an inability to obtain the requisite number of initial bids), the fallback settlement method specified under the Credit Transaction (generally either physical settlement or cash settlement pursuant to a valuation mechanism administered by one of the parties) would apply. If a Credit Transaction does not provide for auction settlement, it will generally specify either physical or cash settlement as the primary settlement method.

#### **6.15 Physical settlement**

If physical settlement applies to a Credit Transaction, the protection buyer, in order to receive the physical settlement amount, must select (if the

terms of the Credit Transaction provide the protection buyer a choice) an obligation or obligations of the Reference Entity that satisfy specified deliverability criteria and deliver those obligations to the protection seller in an amount determined in accordance with the terms of the Credit Transaction.

In respect of 2014 Definitions Transactions only, the calculation of the outstanding principal balance of a deliverable obligation is determined in accordance with the following three-step process:

- (i) all principal payment obligations of the Reference Entity need to be identified;
- (ii) all or any portion of such principal payment obligations that are subject to a contingency (other than a permitted contingency) or prohibited action need to be disregarded, leaving an amount equal to the non-contingent amount; and
- (iii) the amount of the claim that could be validly asserted against the Reference Entity in respect of such non-contingent amount if the obligation was redeemed or accelerated as of a particular day needs to be determined, and such amount will be the outstanding principal balance. If payments of principal are subject to a contingency, the outstanding principal balance (as defined in the Credit Derivatives Definitions) could be less than the principal balance (and depending upon the type of contingency, could be zero).

Permitted contingency means, with respect to an obligation, any reduction to the Reference Entity's payment obligations: (a) as a result of the application of: (i) any provisions allowing a transfer, pursuant to which another party may assume all of the payment obligations of the Reference Entity; (ii) provisions implementing the subordination of the obligation; (iii) provisions allowing for a transfer of a qualifying guarantee (or provisions allowing for the release of the Reference Entity from its payment obligations in the case of any other guarantees); (iv) any solvency capital provisions if "Subordinated European Insurance Terms" is specified as applicable in the related confirmation; or (v) if "Financial Reference Entity Terms" is specified as applicable to the Reference Entity in the related confirmation (such an entity, a "Financial Reference Entity"), provisions which permit the Financial Reference Entity's obligations to be altered, discharged, released or suspended in circumstances which would constitute a governmental intervention; or (b) which is within the control of the holders of the obligation or a third party acting on their behalf (such as an agent or trustee).

Physical settlement may not be possible to accomplish under some circumstances, including where the protection buyer is unable to procure the specified or selected deliverable obligation(s) due to market dislocations or prior redemptions or refinancings by the Reference Entity, failure to receive necessary transfer consents (such as from a borrower or agent) or delays in receiving such consents (beyond timeframes specified in the Credit Transaction), or court orders prohibiting transfers of an obligation. In such event, the terms of the Credit Transaction may provide the protection seller with buy-in rights, permit partial cash settlement subject to certain conditions or specify other fallback consequences, or the protection buyer may receive no recovery if it is unable to make a required delivery and fallback consequences permitting recovery do not apply.

#### **6.16 Cash settlement**

If cash settlement applies, the calculation agent or one of the parties may be required to seek quotations for selected obligations of the Reference Entity. It is possible that such obligations may no longer exist and no qualifying substitute obligations may have been identified, such quotations may not be available, or the level of such quotations may be substantially reduced as a result of illiquidity in the relevant markets or as a result of factors other than the credit risk of the Reference Entity (for example, liquidity constraints affecting market dealers). Moreover, the market value of a Reference Entity's obligations may be highly volatile in the period following a Credit Event. Accordingly, any quotations so obtained may differ significantly from the value of the relevant obligation which would be determined by reference to the present value of related cashflows, or the value that a party to a Credit Transaction could obtain if it controlled the disposition of the obligations. The price of an obligation may be deemed to be zero in the event that no such quotations are available.

#### **6.17 Important Considerations regarding Auction Settlement**

If auction settlement is specified as the applicable settlement method in a Credit Transaction, the relevant Determinations Committee publishes auction settlement terms in respect of the Reference Entity and an auction final price determination date occurs, settlement of the Credit Transaction will be based on the auction final price determined according to an auction procedure set out in the relevant Credit Derivatives Auction Settlement Terms, available on ISDA's website at [www.isda.org](http://www.isda.org) (or any successor website). Credit losses determined pursuant to a market auction process may be greater or less than the losses which would have been determined in the absence of the auction. In particular, the auction process may be affected by technical factors or operational errors which would not otherwise apply or may be the subject of actual or attempted manipulation. Auctions are conducted by the administrator(s) specified in the auction settlement terms.

The Determinations Committee may amend the form of auction settlement terms for a particular auction. The DC Rules provide for certain amendments by resolution of a convened Determinations Committee. Other amendments may be made subject to a public comment period; however, the DC Rules permit the Determinations Committee to forego a public comment period by supermajority action. Accordingly, there can be no assurance that the Credit Derivatives Auction Settlement Terms for a particular auction will be on similar terms to the form of auction settlement terms or the terms of previous auctions.

Where the only relevant Credit Event is a restructuring, several concurrent but separate auctions may occur with respect to the Reference Entity and such Credit Event. The auction settlement amount may be based on the price of one or more obligations of the Reference Entity having a final maturity date different from the restructured obligation.

If we or one of our affiliates, or our Hedge Counterparty, acts as a participating bidder in an Auction, then we or it may take certain actions that influence the auction final price, including (i) submitting bids, offers and physical settlement requests (on our own behalf or on behalf of customers) with respect to the representative auction settled transaction and (ii) providing rates of conversion to determine the applicable currency conversion rates to be used to convert any obligations that are not denominated in the auction currency into such currency for purposes of the auction. In deciding whether to take any such action (or whether to act as a participating bidder in any auction), we or our affiliate, or our Hedge Counterparty may, subject to the terms of the Credit Transaction. Such participation may have a material adverse effect on the value of a Credit Transaction.

#### **6.18 Actions of Reference Entities**

Actions of Reference Entities (for example, merger or demerger or the repayment or transfer of indebtedness) may adversely affect the value of Credit Transactions. The views of market participants and/or legal counsel may differ as to how the terms of Credit Transactions should be interpreted in the context of such actions, or such terms may operate in a manner contrary to the expectations of market participants and/or adversely to the interests of parties to Credit Transactions. No Reference Entity will have any obligation to consider the interests of a party to a Credit Transaction or to any corporate or sovereign actions that might affect the value of the Credit Transaction. A Reference Entity may have an incentive to structure a transaction to produce a particular result under Credit Transactions, for example, in order to induce holders of its debt obligations to take certain actions.

In some cases, a Reference Entity may repay its outstanding liabilities or assign them to a different entity in a manner that does not give rise to the determination of a Successor to the Reference Entity. In such cases, a Credit Transaction with respect to that Reference Entity may no longer have any deliverable obligations (a circumstance commonly referred to as an “orphan” Credit Transaction), which may result in significant losses for the protection buyer because it will be precluded from recovery under the Credit Transaction but may remain obligated to make fixed payments. In certain circumstances, e.g., redemption of a “reference obligation,” the Credit Transaction may provide for designation of a substitute reference obligation by the calculation agent or the relevant Determinations Committee.

In respect of certain 2014 Definitions Transactions only, the reference obligation will be the obligation specified as the market standard reference obligation for the relevant Reference Entity for the relevant seniority level on a list to be published by ISDA (the “Standard Reference Obligation”). For these Reference Entities, parties will no longer need to specify a reference obligation. The rules outlining the selection and replacement of the Standard Reference Obligation are contained within the SRO Rules.

The Standard Reference Obligation will only be replaced by the Determinations Committee in certain circumstances (for example, if the Standard Reference Obligation matures, is redeemed, is no longer an obligation of the Reference Entity, or in the case of Financial Reference Entities where Mod R or Mod Mod R (as defined in the Credit Derivatives Definitions) typically applies, if the Standard Reference Obligation has less than one year remaining maturity and a replacement Standard Reference Obligation is available in the first maturity bucket). After performing the necessary legal review, the Determinations Committee will select a replacement Standard Reference Obligation for the relevant Reference Entity and seniority level by a majority vote. In respect of 2014 Definitions Transactions, market participants will be able to specify that the provisions relating to the Standard Reference Obligation are not applicable in the related confirmation, in which case the parties must specify an alternative reference obligation. Each Term Sheet will specify whether a Standard Reference Obligation is applicable in respect of the relevant Reference Asset.

Some actions by a Reference Entity and holders of its obligations may have the effect of writing down the principal amount of its obligations, such as the addition of below-par redemption rights or an exchange of old bonds for new bonds in a lesser principal amount. Such modified or new obligations may trade at a higher percentage of their written-down principal amount than did the Reference Entity’s obligations prior to the write down. If the terms of an auction or other cash- settlement mechanism for a Credit Transaction determine the market value of the Reference Entity’s obligations by reference to the written-down principal amount, then the protection buyer’s recovery could be diminished or eliminated.

If the Reference Entity becomes an affiliate of the protection seller under a Credit Transaction, or one such entity merges with or makes a substantial asset transfer to the other, the value of the Credit Transaction to the protection buyer may be adversely affected because the credit risk of the protection seller after such event could become correlated or identical to that of the Reference Entity. Section 2.31 of the 2003 Credit Derivatives Definitions or Section 11.4 of the 2014 Credit Derivatives Definitions, as applicable, provides that a Credit Transaction may be terminated in such event, with the termination amount to be calculated and paid in accordance with applicable provisions set forth in the 2002 ISDA Master Agreement.

#### **6.19 A protection seller will not have the rights of a holder of a debt obligation (e.g., voting, participation in restructuring)**

Unless otherwise agreed between the parties, the protection seller will not have rights equivalent to those of a holder of debt obligations of a Reference Entity, such as voting rights or rights to receive consent fees or other distributions from a Reference Entity. For example, if a restructuring occurs with respect to a Reference Entity, the protection seller, unlike a holder of a Reference Entity’s obligations, will have no right to challenge or participate in any element of the restructuring. If the protection buyer is the owner of one or more obligations of a Reference Entity, then, unless otherwise agreed, it may exercise its voting or control rights or otherwise act in its capacity as holder of such obligations without regard to the interests of the protection seller, and such actions could adversely affect the Transaction Economics from the perspective of the protection seller. Consequently, entering into a Credit Transaction as protection seller may be riskier than a direct investment in the obligations of

a Reference Entity. Entry into a Credit Transaction differs from an offering of new obligations by a Reference Entity in that none of the money paid with respect to the Credit Transaction will go to a Reference Entity.

#### **6.20 There may be additional conflicts of interest that arise from Credit Transactions**

Our hedge counterparty may, now or in the future:

- engage in business with a Reference Entity, its affiliates and its competitors, including making loans to or equity investments in a Reference Entity, its affiliates and its competitors or providing it with investment banking, asset management or other advisory services, including merger and acquisition or bankruptcy-related advisory services.
- participate in loan restructurings or recapitalizations that may affect Credit Transactions, Reference Entities and any reference obligations
- have an interest in data sources that publish credit indices and may participate in dealer votes to determine changes in the composition of indices.

These activities may present a conflict between the obligations and interests of the parties to a Credit Transaction.

#### **6.21 Public information with respect to a Reference Entity may be inaccurate or incomplete**

Neither this Master IM nor any Term Sheet is intended to provide information with respect to any Reference Entity, or any financial or other risks relating to the business or operations of any Reference Entity in general, or to the obligations of any Reference Entity in particular. You should make your own investigation into any Reference Entity. We make no endorsement, representation or warranty regarding the accuracy or completeness of the information publicly disclosed by a Reference Entity, whether contained in filings with the applicable securities regulator(s) or otherwise. Furthermore, we cannot give any assurance that all events occurring prior to the trade date of a Credit Transaction, including events that would affect the accuracy or completeness of the public filings of Reference Entity or the value of the Reference Asset will have been publicly disclosed. Subsequent disclosure of any such events or the disclosure of or failure to disclose material future events concerning an issuer could adversely affect the value of the Credit Transaction, its usefulness for your intended purpose, the timing or amount of payments or deliveries or the likelihood that you will be able to exercise any elective rights. You should undertake an independent investigation of each Reference Entity and underlier as in your and your advisors' judgment is appropriate to make an informed decision with respect to entering into a Credit Transaction.

#### **6.22 Sovereign Reference Entities**

There is no common set of rules or practices that governs the manner in which a sovereign government, faced with deterioration in its fiscal position or the performance of its economy, may attempt to reach resolution with holders of its debt obligations. Due to, among other factors, the role of governments and international organizations as creditors, the ability of a sovereign to enact legislation that may affect holders of its debt obligations, and the role played by other governments, including those of the jurisdictions in which private creditors are located, the development of events is inherently unpredictable. As a result, the caveat noted above that specified Credit Events may not encompass all the circumstances in which holders of a Reference Entity's obligations may suffer credit-related losses applies with even greater force in the case of sovereign Reference Entities.

#### **6.23 Credit Transactions With Non-U.S. Reference Entities or Reference Asset**

A Credit Transaction may reference non-U.S. Reference Entities or underlying obligations that are issued by non-U.S. issuers, are governed by the law of a non-U.S. jurisdiction and/or are denominated in a different currency than the notional amount of the Credit Transaction. In any such case, the Credit Transaction will be subject to certain additional risks.

If a Credit Transaction references non-U.S. Reference Entities or underlying obligations that are issued by non-U.S. issuers, the Credit Transaction will be subject to a number of risks, including risks that affect economic conditions generally in the applicable countries. There is generally less publicly available information about non-U.S. issuers that are not subject to the reporting requirements of the Securities and Exchange Commission than there is about U.S. reporting companies, and non-U.S. issuers are subject to accounting, auditing and financial reporting standards and requirements that may differ from those applicable to U.S. reporting companies. These factors may make it more difficult to make an accurate assessment of the creditworthiness of non-U.S. issuers. It is also important to understand the relevant ways in which the legal regime of a non-U.S. jurisdiction differs from that of the United States. These differences may have a significant effect on the recovery on an underlying debt obligation in the event of bankruptcy or reorganization of an issuer. For example, once a bankruptcy or insolvency proceeding has commenced under the laws of certain jurisdictions, it may not be permissible to trade or accelerate the debt of the relevant issuer. Moreover, it may be more difficult to enforce legal rights against a non-U.S. issuer than against a U.S. issuer, as that enforcement may be required to take place in non-U.S. courts.

Conventions relating to Credit Events and deliverable obligations with respect to non-U.S. Reference Entities or Reference Assets may be different than conventions with respect to U.S. issuers. For example, Credit Transactions with respect to European corporate Reference Entities typically specify restructuring as a Credit Event but include limitations on the tenor of restructured debt that may qualify as a deliverable obligation. In addition, the terms of the deliverable obligations of non-U.S. Reference Entities or Reference Assets may not be standard, and holders of that debt may therefore incur losses that are not reflected in auction settlement. As a result, upon the occurrence of a Credit Event, the payment to a protection buyer under a Credit Transaction based on the obligations of a non-U.S. issuer may not fully compensate the protection buyer for the loss in value incurred on any actual debt obligations of that issuer held by the protection buyer.

Furthermore, if a non-U.S. Reference Entity or Reference Assets is organized in an emerging market, the Credit Transaction will be subject to the emerging market risks.

If the notional amount of a Credit Transaction is in a different currency than one or more of the underlying obligations referenced by the Credit Transaction, the currency of the applicable obligation may or may not be converted into the currency of the notional amount for purposes of determining payments under the Credit Transaction. If there is no such currency conversion, currency gains or losses will not be part of the payoff on the Credit Transaction, although disruption events related to the applicable currency may affect the Credit Transaction. If there is such a currency conversion, or if payments under the Credit Transaction are made in a currency other than AUD, then the Credit Transaction may have foreign exchange rate risk in addition to the other risks of the Credit Transaction. Delivery of an underlying obligation denominated in a currency that is different from the notional amount of the Credit Transaction will have effects similar to a currency conversion.

#### **6.24 Relevant ISDA Definitions**

The 2014 ISDA Definitions “Credit Event” means, with respect to a Credit Derivative Transaction, one or more of Bankruptcy, Failure to Pay, Obligation Acceleration, Obligation Default, Repudiation/Moratorium, Restructuring, or Governmental Intervention.

##### *Bankruptcy*

Bankruptcy includes circumstances where the Reference Entity:

- (a) is dissolved (other than pursuant to a consolidation, amalgamation or merger);
- (b) becomes insolvent or is unable to pay its debts or fails or admits in writing in a judicial, regulatory or administrative proceeding or filing its inability generally to pay its debts as they become due;
- (c) makes a general assignment, arrangement, scheme or composition with or for the benefit of its creditors generally, or such a general assignment, arrangement, scheme or composition becomes effective;
- (d) institutes or has instituted against it a proceeding seeking a judgment of insolvency or bankruptcy or any other similar relief under any bankruptcy or insolvency law or other law affecting creditors’ rights, or a petition is presented for its winding-up or liquidation, and, in the case of any such proceeding or petition instituted or presented against it, such proceeding or petition (i) results in a judgment of insolvency or bankruptcy or the entry of an order for relief or the making of an order for its winding-up or liquidation, or (ii) is not dismissed, discharged, stayed or restrained in each case within thirty calendar days of the institution or presentation thereof;
- (e) has a resolution passed for its winding-up or liquidation (other than pursuant to a consolidation, amalgamation or merger);
- (f) seeks or becomes subject to the appointment of an administrator, provisional liquidator, conservator, receiver, trustee, custodian or other similar official for it or for all or substantially all its assets;
- (g) has a secured party take possession of all or substantially all its assets or has a distress, execution, attachment, sequestration or other legal process levied, enforced or sued on or against all or substantially all its assets and such secured party maintains possession, or any such process is not dismissed, discharged, stayed or restrained, in each case within thirty calendar days thereafter, or
- (h) causes or is subject to any event with respect to it which, under the applicable laws of any jurisdiction,

##### *Obligation Acceleration*

Obligation Acceleration includes one or more defined obligations (“**Obligations**”) that have become due and payable before they would otherwise have been due and payable as a result of event of default or other than a failure to make any required payment by the Reference Entity.

##### *Obligation Default*

Obligation Default includes Obligations have become capable of being declared due and payable before they would otherwise have been due and payable as a result of, or on the basis of, the occurrence of a default, event of default or other similar condition other than a failure to make any required payment by the Reference Entity.

##### *Failure to Pay*

Failure to Pay includes the failure by the Reference Entity to make, when and where due, any payments under the Obligations.

##### *Repudiation/Moratorium*

Repudiation/Moratorium includes where an authorized officer of the Reference Entity or a Governmental Authority disaffirms an Obligation.

##### *Restructuring*

Restructuring includes circumstances where the holders of an Obligation agree to:

- (i) a reduction in the rate or amount of interest payable or the amount of scheduled interest accruals (including by way of redenomination);
- (ii) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);
- (iii) a postponement or other deferral of a date or dates for either (A) the payment or accrual of interest, or (B) the payment of principal or premium;
- (iv) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation; or
- (v) any change in the currency of any payment of interest, principal or premium to certain other currencies.

##### *Governmental Intervention*

Governmental Intervention includes action taken or an announcement made by a Governmental Authority pursuant to, or by means of, a restructuring and resolution law or regulation (or any other similar law or regulation), in each case, applicable to the Reference Entity in a form

which is binding, irrespective of whether such event is expressly provided for under the terms of such Obligation:

(i) there is:

(A) a reduction in the rate or amount of interest payable or

(B) a reduction in the amount of principal or premium payable at redemption (including by way of redenomination);

(C) a postponement or other deferral of a date or dates for either (I) the payment or accrual of interest, or (II) the payment of principal or premium; or

(D) a change in the ranking in priority of payment of any Obligation, causing the Subordination of such Obligation to any other Obligation;

(ii) an expropriation, transfer or other event which mandatorily changes the beneficial holder of the Obligation;

(iii) a mandatory cancellation, conversion or exchange; or

(iv) any event analogous to the above.

## **7. Terms of the Deferred Purchase Agreement**

These Terms form the terms and conditions between the Issuer, the Custodian and each Investor on which the Custodian agrees to hold a beneficial interest in the Delivery Parcel and the Investor agrees to purchase the Delivery Parcel from the Issuer.

Capitalised words have the meaning given to them in the 'Definitions' section of this Master IM.

### **1. Applications and Acceptance**

#### **1.1 Offer by the Investor**

An Investor may make an offer to the Issuer to acquire the beneficial interest in a Unit, and its corresponding Delivery Parcel from the Issuer on a deferred basis in accordance with these Terms:

- (a) by completing and returning a valid Application Form (including direct debit details) contained in the relevant Term Sheet to the Issuer by the Offer Closing Date; and

#### **1.2 Investor bound**

- (a) By signing the Application Form and lodging it with the Issuer, the Investor agrees to be bound by these Terms including any variation to these Terms advised to Investors in a supplementary Master IM, Term Sheet or otherwise and the terms of the Security Trust Deed and relevant Hedge Security Deed.
- (b) By signing the Application Form and lodging it with the Issuer, the Investor also agrees and acknowledges that the Custodian will be appointed pursuant to the terms of the Custody Deed. The Investor acknowledges the terms of the Custody Deed and agrees that these are the terms upon which the Custodian will act and to be bound by its terms. Each Unit issued by the Issuer will be subject to the terms of the Custody Deed, as varied pursuant to its terms. A summary of the Custody Deed is included in "Custody Deed" in Section 3 "Security Arrangements" and a copy of the Custody Deed is available by contacting C2 Specialist Investments on 02 8098 0300.

#### **1.3 Acceptance of the offer by the Issuer**

- (a) The Issuer may decide in its absolute discretion whether or not it will accept an Investor's offer to acquire the Delivery Parcel from the Issuer and whether or not to issue the Units to the Investor.
- (b) The Issuer may decide to accept an Application in part and issue a lesser number of Units than the number applied for. In this case, the Investment Amount and any Fees paid for the unissued Units will be returned without interest within 10 Business Days of the Commencement Date. No part of the Adviser Fee (if any) will be returned in these circumstances.
- (c) If the Issuer decides that they will accept an Application and provided that the Issuer has received the Investment Amount and any Fees as per the relevant Term Sheet in cleared funds by the Application Payment Date and/or such other date as set out in the relevant Term Sheet or if otherwise accepted by the Issuer in its discretion (the direct debit details must be provided with the Application by the Offer Closing Date), acceptance of the Investor's offer will take place, and the parties' rights and obligations under these Terms and the terms of the Custody Deed will commence on the date the Units are issued by entry in the Register, provided that the Investor acknowledges that the economic exposure for the Units commences on the Commencement Date.
- (d) Within 10 Business Days of the Commencement Date (or as soon as reasonably practicable), the Issuer will send to the Investor a Confirmation Notice acknowledging either the acceptance or rejection of an Investor's offer and setting out any relevant details of the Units. For each multiple of the Investment Amount and any Fees paid in respect of a Series, and as set out in the Term Sheet (after deducting the Adviser Fee, if any), the Investor will be deemed to apply for one Unit in that particular Series.

#### **1.4 Payment of the Adviser Fee**

- (a) An Adviser Fee may be payable in addition to the Investment Amount and any other Fees, as agreed between an Investor and their financial adviser for financial product advice given in relation to the Units. The amount of the Adviser Fee (if any) will be indicated on the Application Form and will be direct debited by the Issuer on behalf of the Adviser.
- (b) By signing the Application Form and applying for Units, the Investor:
  - i. agrees to pay the Adviser Fee specified in their Application Form to their adviser;
  - ii. irrevocably authorises the Issuer to collect the Adviser Fee;
  - iii. irrevocably directs the Issuer to deduct the Adviser Fee from their total application monies and to pay the Adviser Fee to their adviser, or a service provider nominated by the Investor, on their behalf as soon as reasonably practicable following issue of the Units; and
  - iv. indemnifies the Issuer against any claim from an adviser to recover the Adviser Fee once the investment has commenced and Units have been issued.

By signing the Application Form, the adviser agrees to and consents to the payment of the Adviser Fee in the manner set out in paragraph (b) above.

## 1.5 Issue of Units

The Units will be issued if the Issuer accepts an Application under clause 1.3(a). Units are issued within one month of the receipt of application monies, provided the Issuer has accepted the Application. Economic exposure for the Units commences on the Commencement Date.

If the Issuer is unable to achieve the economic exposure described in the Term Sheet on the Commencement Date due to any condition set out in the Term Sheet or Master IM not being satisfied (e.g. the Issuer being unable to hedge its obligations), or otherwise determines in its absolute discretion not to proceed with the issue for any reason, then the Issuer will terminate any Units already issued, return the Investment Amount, Finance Costs and any Fees without interest.

## 1.6 Offer Period

The Issuer may, in its discretion, extend or shorten the Offer Period for a Series without prior notice. If this happens, the Commencement Date and one or more consequential dates for the Series may vary. The Issuer may also defer the Commencement Date for a Series, in which case the Maturity Date, Final Coupon Determination Date, and other consequential dates for the Series may vary. If the Issuer varies the Offer Period or the Commencement Date for a Series, it will post a notice on its website informing applicants of the change at [www.c2fg.com.au/investments](http://www.c2fg.com.au/investments)

## 2. Appointment of Registrar

- (a) The Issuer will appoint the Registrar set out in the Master IM. The Issuer will ensure that there is always a Registrar appointed.
- (b) The Registrar will be responsible for establishing and maintaining a Register for the Units issued by the Issuer during the term of the Registrar's appointment. The Register will be established and maintained in Sydney (or any other place in Australia as the Issuer and the Registrar may agree).
- (c) The Investor acknowledges and agrees that the Register will be conclusive evidence of legal and beneficial ownership of interests in the Units. The Issuer is not required to recognise any interest in Units not recorded in the Register.

## 3. Deferred purchase of Delivery Assets

### 3.1 Purchase of Delivery Assets

The Investor agrees to purchase from the Issuer the Delivery Parcel for the amounts set out in the Term Sheet (including any Investment Amount or Fees) which are to be paid by the Investor in accordance with clause 3.2. The Issuer will deliver the Delivery Parcel to the Investor or to the Custodian on behalf of the Investor in accordance with clause 4.

### 3.2 Payment of the Investment Amount

- (a) The Investor must pay the Investment Amount and any Fees to the Issuer in cleared funds by the Application Payment Date and/or such other date as set out in the relevant Term Sheet or if otherwise accepted by the Issuer in its discretion.
- (b) The Investor must ensure that the Issuer receives the Investment Amount and any Fees in cleared funds by the commencement date (or such later time if otherwise accepted by the Issuer in its discretion).
- (c) The Minimum Investment Amount for which an Application will be accepted by the Issuer under these Terms is the minimum amount set out in the relevant Term Sheet.
- (d) The Issuer may from time to time make available for certain Series a deferred payment facility in respect of all or any portion of the Investment Amount and/or Fees and such a facility will be described in each relevant Term Sheet.

### 3.3 Coupons and payments

- (a) The Issuer will pay the Coupons and/or Final Value (if any) to the Investor as described in the relevant Term Sheet.
- (b) The Coupons and/or Final Value (if any) will be paid on the relevant payment date set out in, and subject to such conditions as specified in the relevant Term Sheet.
- (c) In the event the Issuer is required by law to make any deduction or withholding from the payment of the Coupons and/or Final Value, the Issuer will make the required deduction or withholding and pay Coupons and/or Final Value (if any) to the Investor after such deduction or withholding.

## 4. Maturity and Settlement

### 4.1 Notice of Maturity

The Issuer will give a Notice of Maturity to each Investor not less than 20 Business Days prior to the Maturity Date, unless otherwise specified in the relevant Term Sheet.

### 4.2 Effecting Maturity

Physical delivery of the Delivery Parcel will occur in accordance with clause 4.3, unless:

- (a) the Investor wishes to use the Agency Sale Option and validly elects to do so by:
  - (i) returning a Notice of Maturity to the Issuer at least 10 Business Days before the Maturity Date; and
  - (ii) clearly specifying in the Notice of Maturity that the Investor will use the Agency Sale Option; or
- (b) at Maturity the Investor has not paid in full (whether by direct payment to the Issuer or by set off of the Issuer's obligations to the Investor)



the Issue Price of the Units to the Issuer, in which case the Issuer will terminate the Units, and not seek to recover from the Investor any outstanding payments due from the Investor to the Issuer, if payment in full of the Issue Price is not received by the Issuer within a reasonable time period as determined by the Issuer.

#### **4.3 Physical delivery of the Delivery Assets to the Investor**

- (a) The Issuer (either itself or through a nominee) will procure the performance of all acts required of a transferor of marketable securities under the ASX Settlement Operating Rules for ASX listed Delivery Assets to enable the Delivery Assets to be transferred to the Investor on the Settlement Date or as soon as possible thereafter, free from any security interest or third party interest or restriction on transfer;
- (b) In respect of ASX listed Delivery Assets, the Investor irrevocably authorises the Issuer and any of their nominees, at the option of the Issuer to act as the Investor's agent to do all things required to be done, including but not limited to supplying the Investor's HIN, to effect the delivery of Delivery Assets to the Investor (or the Investor's nominee); and
- (c) Investors will have their Delivery Parcel delivered to an issuer sponsored sub-register CHES account of the Delivery Asset issuer.

#### **4.4 Delivery through the Agency Sale Option**

If the Investor elects to use the Agency Sale Option, then:

- (a) the Investor irrevocably authorises and directs the Issuer to direct the Custodian (or its nominee) to hold the Delivery Parcel and to accept physical delivery of the Delivery Parcel for and on behalf of the Investor, on the terms of the Custody Deed, the Investor irrevocably authorises and directs the Issuer to direct its nominee to hold the Delivery Parcel and to accept physical delivery of the Delivery Parcel for and on behalf of the Investor;
- (b) the Issuer (either itself or through a nominee) will procure the performance of all acts required of a transferor of marketable securities under the ASX Settlement Operating Rules for ASX listed Delivery Assets to enable the Delivery Parcel to be transferred to the Custodian (or its nominee) on behalf of the Investor, to a nominee of the Issuer on behalf of the Investor, on the Settlement Date or as soon as possible thereafter, free from any security interest or third party interest or restriction on transfer;
- (c) the Investor irrevocably authorises and directs the Custodian or its nominees to sell or procure the sale, and irrevocably authorises and directs the Custodian or any of its nominees to take all actions necessary or desirable to effect the sale, or procure the sale, of the Delivery Parcel for and on behalf of the Investor and/or the Custodian, including, without limitation, directing the Custodian (or its nominee) to sell or procure the sale of the Delivery Assets;
- (d) the Custodian or its nominees will pay or procure payment of the Sale Monies (which includes a deduction for any Delivery Costs) to the Investor's Nominated Account, within 10 Business Days of the Settlement Date or as soon as reasonably practicable thereafter. As at the date of this Master IM, it is anticipated that no Delivery Costs will apply; and
- (e) the Investor acknowledges and agrees that:
  - (i) the Custodian or its nominees agree to sell, or procure the sale of, the Delivery Parcel on behalf of the Investor and/or the Custodian as soon as reasonably practicable on or after the Settlement Date for an amount per Delivery Asset equal to the Delivery Asset Price;
  - (ii) to the maximum extent permitted by law, the Custodian and its nominees are not responsible for any loss, costs or expense incurred by the Investor as a result of the Agency Sale Option, except to the extent that such loss, cost or expense arises as a direct result of the Custodian's or the nominee's negligence, wilful default, fraud or dishonesty;
  - (iii) if, for any reason whatsoever, the Custodian and its nominees are unable to sell or procure the sale of the relevant Delivery Parcel at the Delivery Asset Price, the Investor irrevocably authorises the Custodian and its nominees to sell or procure the sale of, the relevant Delivery Parcel as soon as reasonably practicable for the market price applicable at the time of sale.

#### **4.5 Satisfaction of obligations**

Upon delivery of the Delivery Assets to the Investor in accordance with clause 4.3 or payment of Sale Monies (if any) to an Investor in accordance with clause 4.4, the Issuer's and the Custodian's obligations to the Investor under these Terms and the terms of the Custody Deed are satisfied in full and discharged.

#### **4.6 Delivery of a whole number of Delivery Assets only**

The Issuer or its nominee will not transfer a fractional Delivery Asset or parts of a Delivery Asset. If after aggregating all Delivery Assets transferred to an Investor or the Custodian (or its nominee) on behalf of an Investor on the Settlement Date, and if any fractional unit would be transferable by the Issuer on the Settlement Date, the Issuer will cause to be paid to the Investor (within 10 Business Days of the Settlement Date or as soon as reasonably practicable thereafter) an amount equal to the value of the fraction of the unit forgone based on the Delivery Asset Price provided that such amount exceeds twenty Australian Dollars (A\$20.00). If the amount does not exceed A\$20.00, the Issuer is under no obligation to the Investor to make any payment for the fractional unit. Upon payment of the amount under this clause, the Issuer is discharged of its obligation to deliver the fraction of the unit forgone.

#### **4.7 Substitution of Delivery Assets**

If the Delivery Asset is unable to be delivered due to any legal or regulatory restriction relating to the Delivery Asset (including but not limited to cessation, illiquidity or Suspension from listing) or the Issuer, including but not limited to trade limitations resulting from internal conflict arrangements or where it is not reasonably practicable or economically viable, in the Issuer's discretion, to deliver the nominated Delivery Asset(s), then the Issuer will either:

- (a) delay delivery of the Delivery Asset(s);
- (b) substitute the affected Delivery Asset with any other security listed on the ASX and which is a constituent of the S&P/ASX 200 Index and deliver that substituted security in accordance with these Terms as if the definition of “Delivery Asset” was amended to refer to the substituted security; or
- (c) if a basket of Delivery Assets is to be delivered, the Issuer may substitute the affected Delivery Asset with any other security listed on the ASX and which is a constituent of the S&P/ASX 200 Index or deliver only the remaining unaffected Delivery Assets in the basket. <sup>4</sup>

## 5. Early Maturity

### 5.1 Early Maturity by the Issuer

The Issuer may, acting reasonably, at any time nominate (including on the Maturity Date) any of the following events as an Early Maturity Event:

- (a) any arrangements entered into by the Issuer in order to hedge the Issuer’s obligations in respect of the Units in whole or in part are terminated, redeemed, suspended, ended or cannot reasonably be acquired, established, maintained, substituted or re-established;
- (b) the Issuer does not receive any of the amounts due to the Issuer under any arrangements entered into by the Issuer in order to hedge the Issuer’s obligations in respect of the Units (including the Hedge);
- (c) the Issuer has or will become obliged to pay additional amounts as a result of any change in, or amendment to, the laws or regulations of or any political subdivision or any authority thereof or therein having power to Tax, or any change in the application of official interpretation of such laws or regulations, which change or amendment becomes effective on or after the date of this Master IM;
- (d) a Change of Law occurs;
- (e) if the Issuer determines in good faith that the performance of its obligations in relation to or under these Terms has or will become, in circumstances beyond the reasonable control of the Issuer, impossible, unlawful, illegal or otherwise prohibited or that the Units or investment returns provided by the Units are or will be substantially different from those described this Master IM as a result of one or more Adjustment Events;
- (f) an Investor Insolvency occurs in respect of an Investor;
- (g) the Reference Asset is terminated or ceases to exist for any reason whatsoever;
- (h) any actual or proposed event that may reasonably (in the Issuer’s opinion) be expected to lead to any of the events referred to in paragraphs (a) to (h) above occurring.

If any event occurs which constitutes both an Adjustment Event and an Early Maturity Event as defined in this clause, the Issuer may, acting in good faith and a commercially reasonable manner, treat that event as either an Adjustment Event or Early Maturity Event and notify Investors accordingly.

### 5.2 Determination that there will be an Early Maturity

Where the Issuer has nominated an event as an Early Maturity Event, the Issuer may reasonably determine that there will be an Early Maturity and may specify a date as the Early Maturity Date.

### 5.3 Investor Requested Issuer Buy-Back

Unless specified otherwise, an Investor may request the Issuer to buy back their Units on any Business Day by giving a completed Issuer Buy-Back Form to the Issuer. An Issuer Buy-Back may only be requested in respect of the Minimum Buy-Back Amount of Units. Once lodged the request for an Issuer Buy-Back is irrevocable. It is in the Issuer’s absolute discretion to accept or reject or hold over the request for an Issuer Buy-Back. If the Issuer accepts:

- (a) The Issuer will as soon as practicable after the request is received and accepted, execute the Issuer Buy-Back on the Buy-Back Date. The Investor acknowledges that the Buy-Back Date will depend, in part, upon the Issuer’s ability to liquidate its hedging arrangement (if any), and may require the Issuer to delay and holdover an Issuer Buy-Back request.
- (b) The Issuer will in its reasonable discretion determine the Buy-Back Price for the purchase of the Investor’s Units. The Buy-Back Price will be calculated by reference to the fair market value of the Units on the Buy-Back Date less any Delivery Costs, Break Costs and any bid-offer spread charged by the Issuer. The Issuer may provide an Investor with an estimate of the Buy-Back Price before effecting the buy-back but is not obliged to do so. The Investor acknowledges this is an estimate only and the actual Buy-Back Price on the Buy-Back Date may be significantly less than the estimate.
- (c) Settlement of an Issuer Buy-Back will take place on the Buy-Back Date. The Buy-Back Price will be paid to the Investor in cash.
- (d) Upon settlement of the Issuer Buy-Back, the Issuer will arrange for an Investor’s name and details as legal owner of the Units that have been bought back to be removed from the Register.
- (e) If the Term Sheet states that a minimum Buy-Back Price is applicable to a Series, then the minimum Buy-Back Price for the Units in respect of that Series will be the minimum Buy-Back Price specified in the relevant Term Sheet.

### 5.4 Early Maturity Mechanism

- (a) If the Issuer determines that there will be an Early Maturity, the Early Maturity will take place as follows:
  - (i) The Issuer will, before the Early Maturity Date, notify the Investor that Early Maturity will occur on the Early Maturity Date in accordance with clause 5 of these Terms. The Issuer will specify in the Early Maturity Notice whether Early Maturity will occur by the Maturity process in accordance with clause 5.4(a)(ii) or by Termination Payment in accordance with clause 5.4(a)(iii).
  - (ii) If specified in the Early Maturity Notice and subject to clause 5.4(b), Early Maturity will take place in accordance with the procedures set

out in clauses 4.2 to 4.5 of these Terms.

- (iii) If specified in the Early Maturity Notice, Early Maturity will occur by the Issuer or its nominees paying or procuring payment to the Investor the Termination Payment on the Early Maturity Date to the Investor's Nominated Account by the Settlement Date or as soon as practicable thereafter.
- (iv) After the Delivery Parcel is delivered to the Investor under clause 4.3 or the Issuer or its nominees pays or procures payment to the Investor the Termination Payment in accordance with clause 5.4(a)(iii) as a result of an Early Maturity Event occurring, all obligations of the Issuer and the Custodian to the Investor under these Terms and the terms of the Custody Deed are satisfied in full and discharged. This clause does not discharge the Issuer of its obligations under the Privacy Act or the terms of its privacy policy.

- (b) If an Early Maturity is nominated by the Issuer, for the purposes of determining the Delivery Parcel, the definition of "Delivery Parcel" in the Definitions section of the Master IM and in the Term Sheet is amended by replacing "Final Value" with "Early Maturity Value".

#### **5.5 Early Maturity Value, Termination Payment and Buy-Back Price**

In determining the "Early Maturity Value", "Termination Payment" or the Buy-Back Price the Issuer may deduct any costs, losses or expenses that it reasonably incurs acting in a commercially reasonable manner in relation to the Early Maturity or Issuer Buy-Back, including without limitation, Delivery Costs, Break Costs, administrative costs, costs of unwinding any hedge put in place for the purposes of meeting its obligations under these Terms, and any cost of funding or any loss of bargain.

If the Term Sheet states that a minimum Early Maturity Value, Termination Payment or Buy-Back Price is applicable to a Series, then the minimum Early Maturity Value, Termination Payment or Buy-Back Price for the Units in respect of that Series will be the minimum Early Maturity Value, Termination Payment or Buy-Back Price specified in the relevant Term Sheet.

#### **5.6 Possible reduction of value on Early Maturity**

If there is an Early Maturity, the Issuer does not guarantee to deliver a Delivery Parcel based on the Final Value per Unit. For the avoidance of doubt, when there is an Early Maturity (and the Issuer elects to apply the Maturity process in accordance with clause (ii)) the Delivery Parcel will only be determined in accordance with clause 5.4(b).

#### **5.7 Adjustments to this clause**

Subject to clause 14, where the Issuer determines that any of the provisions of this clause 5 are not appropriate in any particular circumstances, or that any event which is not dealt with in clause 5 should have been dealt with, it may make any alterations to the effect of this provision or any other Term that it considers to be appropriate provided that the alteration is not unfair (as defined in Section 12BG of the ASIC Act).

### **6. Adjustment Events and Market Disruption Events**

#### **6.1 Adjustment Events**

If an Adjustment Event occurs or is proposed to occur on or before the Maturity Date, the Issuer may in its reasonable discretion elect to do any or all of the following:

- (a) substitute part or all of the affected Reference Asset with any other asset (including an index) or withdraw part or all of the affected Reference Asset; and/or
- (b) substitute the affected Delivery Asset with any other security quoted and trading on the ASX which is a constituent of the S&P/ASX 200 Index or, where the Delivery Asset is a basket of securities, determine to withdraw the affected Delivery Asset and deliver only the unaffected Delivery Assets in the basket; and/or
- (c) adjust or amend any variable, formula, amount or calculation as set out or used in these Terms (including this Master IM and the relevant Term Sheet); and/or
- (d) adjust, amend or substitute the definition of Reference Asset or Delivery Asset, Final Value, Final Coupon, Coupons, Investment Term and/or vary, adjust, amend or replace any of the terms referred to in the Master IM, however, any amendment in respect of the rights and obligations of the Custodian may not be made unless consented to by the Custodian; and/or
- (e) determine to suspend, delay, defer or bring forward any of the necessary calculations or any date which a calculation, valuation or payment is due to be made referred to in these Terms as appropriate until reliable values can be obtained;

either: (i) in a manner consistent with any adjustment or change made to the Issuer's hedging arrangement, and, where appropriate, using similar data as referred to in the Hedge or (ii) as the Issuer otherwise determines, provided that in the reasonable opinion of the Issuer the adjustment is appropriate to put both the Issuer and the Investor in as substantially similar and economic position as possible to what the Investor and the Issuer would have been in had the Adjustment Event not occurred.

If in the reasonable opinion of the Issuer it is not possible or desirable to deal with the occurrence of the Adjustment Event in accordance with this clause 6, the Issuer may nominate the event as an Early Maturity Event and may deal with that event in accordance with clause 5. The Issuer will notify Investors of any adjustment that it proposes to make under this clause before the adjustment occurs or, if it is not possible to notify before the adjustment, as soon as reasonably practicable after the adjustment occurs and the Issuer will reasonably determine and notify Investors of the effective date of that adjustment.

## 6.2 Market Disruption Events

- (a) If there is a Market Disruption Event affecting the Reference Asset on the Commencement Date, Maturity Date, Early Maturity Date, Settlement Date, any Buy-Back Date, Final Value Determination Date, the Final Value Payment Date, Coupon Determination Date or Coupon Payment Date, (together, the “Relevant Dates”), or any other date on which a payment, calculation, adjustment or amendment is to be made or a level is to be observed then the Issuer may reasonably determine in its discretion to either:
- (i) take any action required to reflect any adjustment, change, substitution, delay, Suspension or other action taken in relation to its hedging arrangements: or
  - (ii) to determine that such date is to be the first following Scheduled Business Day on which there is no Market Disruption Event. However, if there is a Market Disruption Event affecting the Reference Asset on each of the 10 Scheduled Business Days immediately following the original date that, but for the Market Disruption Event, would have been the Relevant Date, then (A) that 10th Scheduled Business Day is to be taken to be the Relevant Date (as applicable), despite the Market Disruption Event; and (B) the Issuer must on that 10th Scheduled Business Day in good faith and acting in a commercially reasonable manner determine the observation to be recorded for the calculation of the level of the Reference Asset, Strategy Value, Coupon, Final Coupon, Final Value or any other formulae or calculation required to be determined, that would have prevailed on the original date but for that Market Disruption Event.
- (b) The Issuer must, as soon as practicable (and, in relation to the Maturity Date, in no event later than 5 Business Days after the original date that, but for the occurrence or existence of a Market Disruption Event, would have been the Maturity Date) notify Investors of the existence or occurrence of a Market Disruption Event.
- (c) If there is a Market Disruption Event affecting a Delivery Asset on the Settlement Date, then the Settlement Date for the affected Delivery Asset is to be the first following Business Day on which there is no Market Disruption Event.
- (d) If an event is both a Market Disruption Event and an Adjustment Event, the Issuer may, acting in good faith and a commercially reasonable manner, determine whether to treat the event as either a Market Disruption Event or an Adjustment Event or both (if possible).

## 7. Accretions

These Terms do not confer on the Investor any right or interest in respect of Accretions to the Delivery Assets arising prior to delivery of the Delivery Assets. Accretions to the Delivery Assets or the Reference Asset may lead to adjustments as provided for in clause 6 of these Terms.’

## 8. Issuer’s obligations

- (a) The Issuer’s obligations under these Terms (including in relation to the deferred purchase of the Delivery Assets) are direct obligations of the Issuer.

## 9. Beneficial Interest in Delivery Asset

- (a) Upon the issue of Units, the Investor receives, in respect of their total Investment Amount, a Beneficial Interest in a Portion of the Delivery Assets on the Commencement Date. The Investor holds the Beneficial Interest in the Portion of the Delivery Assets until the earlier of the Maturity Date or transfer of their Units in accordance with these Terms.
- (b) An Investor may deal with the Beneficial Interest only in accordance with these Terms.
- (c) The Beneficial Interest held by the Investor may not be severed from the balance of the rights in connection with those Units or dealt with separately in any way from the Investor’s interest in the Units.
- (d) When an Investor deals with its interest in the Units in any way, then without the need for any additional writing or action, the same dealing between the same parties will occur in respect of the corresponding Beneficial Interest. When an Investor deals with a Beneficial Interest in any way, then without the need for any additional writing or action, the same dealing between the same parties will occur in respect of the corresponding interest in the Units. For example, when an Investor (the “old holder”) transfers its interest in the Units to another person (the “new holder”):
- (i) all the rights and obligations that attach to those Units, including the Beneficial Interest are transferred from the old holder to the new holder;
  - (ii) the old holder’s legal or beneficial interest in the Units will be removed from the Register and the new holder will be added to the Register as a legal or beneficial owner; and
  - (iii) the old holder ceases to have any rights in relation to those Units or the Beneficial Interest.
- (e) If any Investor purports to deal with its interest in the Units without an equivalent dealing in the corresponding Beneficial Interest, or if any Investor purports to deal with a Beneficial Interest without an equivalent dealing in the corresponding interest in the Units, or if any Investor purports to contract out of this clause in any way, any such dealing will be void and the interest in the Units and the Beneficial Interest will remain with the Investor recorded on the Register of holders.
- (f) The Issuer or its nominee will hold the Portion of the Delivery Assets from the Commencement Date until the Maturity Date for the relevant Investor and will be entitled to retain any distributions made in connection with those assets, exercise all voting rights and will not be required to pass on any notice of meeting or other material in connection with those assets to the Investor. On the Maturity Date, the Issuer will sell the Portion of the Delivery Assets and the Sale Monies from this sale will be included in the Final Value.
- (g) The Investor agrees and acknowledges that the agreement to purchase the Delivery Assets as set out in these Terms and the payment of the total Investment Amount does not transfer the legal or beneficial interest in the Delivery Assets to the Investor other than the Beneficial Interest in a Portion of the Delivery Assets. The parties agree and acknowledge that the legal or beneficial interest in the balance of the Delivery Assets will transfer to the Investor only on the Settlement Date. If the Issuer fails to deliver the balance of the Delivery Parcel to the

Investor in accordance with these Terms, the Investor agrees that it will not be entitled to an injunction, specific performance or any other equitable rights or remedies and will be entitled only to damages.

## 10. Security Trust Deed

Investors agree and acknowledge that pursuant to the Security Trust Deed and the Hedge Security Deed, the Security Trustee holds a security interest in respect of the Secured Property in relation to each Series of the Units on trust for and on behalf of Investors in the relevant Series and the Security Trustee on the terms of the Security Trust Deed and the Hedge Security Deed.

## 11. Investor Acknowledgments of the Hedge Security Deed and Security Trust Deed Arrangements

- (a) Investors agree and acknowledge that pursuant to the Hedge Security Deed, the Issuer as legal and beneficial owner grants a Security Interest over the Secured Property of each Series to the Security Trustee as security for the due and punctual payment and satisfaction of the Secured Obligations of each Series.
- (b) Each Investor of a Series:
  - (i) acknowledges that they are entitled to the benefit of the Security Trust Deed and the Hedge Security Deed even though they are not a party to it, or were not Investors at the time of execution and delivery of the Security Trust Deed and the Hedge Security Deed;
  - (ii) is taken to have notice of the Security Trust Deed and the Hedge Security Deed;
  - (iii) is bound by the terms of the Security Trust Deed and the Hedge Security Deed;
  - (iv) must perform all of the obligations and comply with all restrictions and limitations applicable to it under the Security Trust Deed and the Hedge Security Deed; and
  - (v) acknowledges that the liability of the Security Trustee is limited under the Security Trust Deed to the amount the Security Trustee can obtain as a final reimbursement from the Trust, being the Secured Property.
- (c) Investors agree and acknowledge that the Security Trustee's and the Investor's recourse against the Issuer in respect of a Series is limited to the amount the Security Trustee may obtain by enforcing the Security Trustee's rights in respect of the Secured Property under the Hedge Security Deed and otherwise they may take no action against the Issuer.
- (d) Each Investor of a Series is taken to acknowledge for the benefit of the Security Trustee and its Related Body Corporates (as defined in the Corporations Act) that the Investor has:
  - (i) entered into the transactions contemplated by the Transaction Documents of the Series;
  - (ii) made, or will make, its own independent investigations of the financial condition and affairs of the Issuer;
  - (iii) made its own appraisal of the credit worthiness of the Issuer and each other party to a Transaction Document; and
  - (iv) made its own assessment of the returns to be obtained under and in connection with the Transaction Documents,

without relying on the Security Trustee (in whatever capacity) or its Related Bodies Corporate (as defined in the Corporations Act) or any representation made by any of them.

- (e) Investors agree and acknowledge that the Security Trustee's liability in respect of a Series and the Trust is limited to and may be enforced against the Security Trustee only to the extent to which it can be satisfied out of any property held by the Security Trustee in respect of the Trust out of which the Security Trustee is actually indemnified for the liability. This limitation of the Security Trustee's liability applies despite any other provision of the Transaction Documents and extends to all liabilities and obligations of the Security Trustee in any way connected with any representation, warranty, conduct, omission, agreement or transaction related to the Transaction Documents and the Trust.
- (f) Investors acknowledge and agree that the Security Trustee is not responsible or liable for the value of or any change in the value of the Units or the Secured Property of a Series or for the sale price of the Secured Property provided that the Security Trustee acts in accordance with the Hedge Security Deed and the Security Trust Deed.
- (g) Investors acknowledge that they will receive payment only after the fees, costs, charges, expenses or other sums incurred or payable by or to the Security Trustee in relation to its appointment as Security Trustee and in connection with the exercise or enforcement of rights relating to the Security Trust Deed and Hedge Security Deed have been paid. This includes any fees, costs and expenses payable to the Security Trustee and to any controller or receiver appointed in connection with the Hedge Security Deed. This may include the fees payable by the Issuer to the Security Trustee in relation to the appointment of the Security Trustee.

## 12. Taxes and indemnity

- (a) The Issuer, its nominee and the Custodian are not liable for any Taxes or other charges:
  - (i) payable by the Investor in connection with these Terms; or
  - (ii) payable by the Issuer, its nominee, or the Custodian (or its nominee) or any other person arising in any way in connection with the Transaction Documents (other than any Tax payable by the Issuer on its own taxable income (as defined under in the Income Tax Assessment Act 1936 (Cth) and the Income Tax Assessment Act 1997 (Cth)) or any Tax payable by the Custodian on any fees payable to it under the Custody Deed);

and are not liable to pay the Investor any additional amount on account of any Taxes or other charges.

- (b) The Investor:
  - (i) must pay all Taxes (including GST) and other charges for which the Investor becomes liable in connection with these Terms (or must

pay an additional amount to the Issuer and the Custodian on demand equal to any applicable Taxes (including GST) and other charges arising in any way in connection with the Transaction Documents (other than any Tax payable by the Issuer on its own taxable income (as defined under in the Income Tax Assessment Act 1936 (Cth) and the Income Tax Assessment Act 1997 (Cth)) or any Tax payable by the Custodian on any fees payable to it under the Custody Deed ) for which the Issuer or the Custodian or any other person becomes liable and indemnifies the Issuer and the Custodian on demand for any such amounts;

- (ii) indemnifies the Custodian on demand against all liabilities, losses, costs and expenses howsoever characterised which are incurred by the Custodian in connection with the Transaction Documents to the extent that the Custodian is not fully indemnified under the Custody Deed, provided that the Custodian has not been guilty of fraud, wilful default or gross negligence in respect of the Custody Deed; and
- (iii) acknowledges that the indemnities are continuing obligations, independent of the Investor's other obligations and continue, without limitation, after this agreement ends, the delivery of the Delivery Parcel to the Investor or the termination of the relevant Investor Trust. It is not necessary for the Issuer or the Custodian to incur any expense or make any payment before enforcing a right of indemnity.

### 13. Investor's representations and warranties'

#### 13.1 General

By signing the Application Form and lodging it with the Issuer the Investor represents and warrants to the Custodian and the Issuer in its capacity as Issuer (as a continuing representation and warranty) that:

- (a) the Investor has full legal capacity to make the Application and be bound by these Terms and has taken all actions that are necessary to authorise the Application and be bound by these Terms;
- (b) the Investor has reviewed these Terms and the Master IM and Term Sheet and has made its own independent investigations and appraisals of the taxation, legal, commercial and credit aspects associated with the purchase of the Delivery Assets;
- (c) the Investor has not relied in any way on any statements made by the Issuer, the Custodian, the Security Trustee or their related entities or their servants, agents, employees or representatives in relation to these Terms, the deferred purchase of the Delivery Assets or the Master IM and the Investor acknowledges that neither the Issuer, the Custodian nor the Security Trustee has made any representations to the Investor regarding the suitability or appropriateness of the deferred purchase of Delivery Assets pursuant to these Terms or the relevant transactions in connection with them;
- (d) the Investor understands that nothing in these Terms, Master IM, any Term Sheet or any marketing material associated with these Terms may be considered investment advice or a recommendation to acquire the Delivery Assets;
- (e) the Investor has obtained all consents which may be required by law to enable the Investor, as the case may be, to acquire the Delivery Assets and to become registered as the holder of the Delivery Assets and the registration of the Investor as the holder of the Delivery Assets will not contravene any law, regulation or ruling or the constitution of the issuer of the Delivery Assets;
- (f) the Units being applied for will not breach or result in a breach of any exchange controls, fiscal, securities or other laws or regulations for the time being applicable the Investor and the Investor is not a resident or national of any jurisdiction where Application for or the Maturity of the Units is prohibited by any law or regulation or where compliance with the relevant laws or regulations would require filing or other action by the Issuer or any of its related bodies corporate;
- (g) the Investor acknowledges that the section in the Master IM entitled "Taxation" is provided only for the benefit of the Issuer and is necessarily general in nature and does not take into account the specific taxation circumstances of each Investor; and
- (h) the Investor has the power to enter into and perform its obligations under the Terms and that its obligations under the Terms constitute valid and binding obligations of the Investor.

For the avoidance of doubt, "Terms" in this clause 13.1 refers to this Section 7 "Terms of the Deferred Purchase Agreement".

#### 13.2 Superannuation Funds and Trusts

By signing the Application Form and lodging it with the Issuer an Investor which is the trustee of a trust or fund ("Fund") (including, without limitation, one which is a regulated superannuation fund) (as that term is defined in the Superannuation Industry (Supervision) Act 1993 ("SIS Act")) ("Governing Rules") also represents and warrants to the Issuer (as a continuing representation and warranty) that:

- (a) the Fund has been validly constituted (and where necessary, the relevant documents have been duly stamped according to the laws of the relevant state or territory) and the Fund is continuing at the date of this agreement;
- (b) where the trustee is a body corporate, the trustee has been validly constituted;
- (c) the trustee has been properly appointed as trustee of the Fund and the trustee is not in breach of the Trust;
- (d) the terms of the Governing Rules or the constitution for other trusts empower and authorise the Trustee (i) to invest in the Units; and (ii) to borrow as permitted by the SIS Act and (iii) to enter into and be bound by the Deferred Purchase Agreement;
- (e) the terms of the Governing Rules or constitution do not restrict the right of the Trustee to be fully indemnified out of the assets of the Fund to satisfy a liability to any party which is properly incurred by the trustee as trustee of the Fund under the Units;
- (f) investing in Units will be for the benefit and in the best interests of the Fund and its beneficiaries; and
- (g) if investing as joint trustees, each applicant declares that the applicants are all trustees of one Fund and there are no other trustees of the Fund and that each joint trustee has the authority to act as agent for all of the joint trustees to give instructions or to receive notices on behalf of all of the joint trustees.

### 13.3 Set off Rights

- (a) All monetary obligations imposed on the Investor under these Terms are absolute, free of any right to counterclaim or set off and may only be satisfied once the payment has cleared.
- (b) The Issuer may at any time (including without limitation during the Investment Term or at Maturity) set off any amount payable to it by the Investor against any amount payable by the Issuer to the Investor or the Custodian (on the Investor's behalf) whether payable under these Terms or otherwise. The Issuer may withhold any amount payable by it to the Investor or the Custodian (on the Investor's behalf) in satisfaction of any amount payable to it by the Investor.

### 13.4 Notices

- (a) The Investor agrees that any notice or statement to be given or demand to be made on the Investor under these Terms or required by the Corporation Act:
  - (i) will be effectively signed on behalf of the Issuer or the Custodian if it is executed by the Issuer or Custodian (as the case may be), any of its officers, its solicitor or its attorney;
  - (ii) may be served by being delivered personally to, by being left at, by being e-mailed to, or by being posted in a prepaid envelope or wrapper to the Investor's address (or e-mail address) notified to the Issuer or the Investor's registered office, place of business, or residence last known to the Issuer, or by being sent to the Investor by facsimile transmission; and
  - (iii) may be posted on the Issuer's website or an announcement made in an Australian newspaper with national coverage, provided that providing notice in such a manner is not prohibited by the Corporations Act or any ASIC policy.
- (b) A demand or notice if:
  - (i) posted will be deemed served two Business Days after posting;
  - (ii) sent by facsimile or electronic transmission will be deemed served on conclusion of transmission;
  - (iii) posted on a website or published in a newspaper will be given the date of posting or publishing.
- (c) Service by any of these methods will be valid and effectual even if the Investor does not receive the document or if the document is returned to the Issuer or Custodian unclaimed.

### 14. Amendment of Terms

The Issuer may from time to time with the consent of the Custodian or the Investor by notice sent to the Investor make any modification, variation, alteration or deletion of, or addition to these Terms ("Change") where:

- (a) the Change is one reasonably determined by the Issuer as being required under either of clause 5 or clause 6 of these Terms provided that the change is not unfair (as defined in Section 12BG of the ASIC Act);
- (b) the Change is necessary or desirable in the reasonable opinion of the Issuer to comply with any statutory or other requirement of law; or
- (c) the Change is desirable to correct an inconsistency or error in these Terms (but only if such is not unfair (as defined in Section 12BG of the ASIC Act)).

The Issuer will give the Investor notice of any Change to these Terms and the Investor will be bound by any such Change at the time the Investor is given such notice.

### 15. General provisions

#### 15.1 Currency

All amounts payable by either party under these Terms will be paid in the denomination specified in the relevant Term Sheet. All calculations will be performed in the currency specified in the relevant Term Sheet.

#### 15.2 No merger

The Issuer's rights under these Terms are additional to and do not merge with or affect and are not affected by any mortgage, Security Interest, charge or other encumbrance held by them or any other obligation of the Investor to the Issuer, despite any rule of law or equity or any other statutory provision to the contrary.

#### 15.3 Rounding

All calculations made by the Issuer for the purposes of these Terms will be made to not fewer than two decimal places. Other than as provided in these Terms, 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.

#### 15.4 Certificates

Any document or thing required to be certified by the Investor or the Issuer must be certified by the Investor (if an individual) or a director, secretary or authorised officer of the Investor (if a company) or the Issuer, as the case requires, or in any other manner that the Issuer may approve.

### **15.5 Execution by attorneys**

Each attorney executing an Application Form which binds the Investor to these Terms states that he, she or it has no notice of revocation or suspension of the power of attorney under which the attorney executes that form.

### **15.6 Appointment of Agent**

The Investor irrevocably appoints the Issuer, and their nominees and any of their directors, secretaries and officers whose title includes the word “director” from time to time jointly and severally as their agent to do (either in the name of the Investor or the agent) all acts and things:

- (a) necessary to bind the Investor 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, execute, amend, register or enforce the Custody Deed and to bind the Investor to the terms of the Custody Deed;
- (c) that the Investor is obliged to do under these 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;

### **15.7 Invalid or unenforceable provisions**

If a provision of these Terms is invalid or unenforceable in a jurisdiction, it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability, and that fact does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions.

### **15.8 Waiver and exercise of rights**

A single or partial exercise of a right by the Issuer or the Custodian does not preclude another exercise or attempted exercise of that right or the exercise of another right by the Issuer or the Custodian. Failure by the Issuer or Custodian to exercise or delay in exercising a right does not prevent its exercise or operate as a waiver.

### **15.9 Assignment and transfer of interests**

- (a) The Issuer may transfer its rights and obligations, under these Terms at any time by giving notice to the holder of the Units provided that the transfer is not to the detriment of the Investor and is otherwise not unfair within the meaning of Section 12BG of the ASIC Act. Any transfer or novation of rights or obligations must be notified to the Registrar and the Custodian.
- (b) Subject to clause 1.3, the rights and obligations under these Terms (including the legal ownership of or beneficial interest in the Units) may be transferred or novated by an Investor in whole only, not in part, with the prior consent of the Issuer. Any transfer or novation or rights or obligations must be notified to the Registrar and the Custodian.
- (c) If an Investor wishes to transfer their Units, they should contact the Issuer in relation to the transfer, mechanics of transfer and any relevant forms required.
- (d) When an Investor deals with a Unit in a manner that does not involve the transfer of legal ownership of the Unit or a change of the person identified on the Register as the beneficial holder, the Issuer has no duty to record, or procure the recording of, the dealing on the Register. Each Beneficial Interest corresponding to the Units will pass to a new Investor upon registration of the transfer of the beneficial owner of those Units in the Register.

### **15.10 Recording conversations**

The Investor acknowledges that conversations between the Investor and the Issuer and the Custodian (or any officer of the Issuer or Custodian or an adviser) may be tape-recorded. The Investor consents to the tape-recording and its use (or any transcript of the recording) in any proceedings that may be commenced in connection with these Terms.

### **15.11 Calculations and references to dates and times**

Calculations or determinations which are to be made on or by reference to a particular day, are to be made on or by reference to that day in the place and time zone of the Relevant Exchange to which that calculation or determination relates.

### **15.12 Payments by the Issuer**

All amounts payable by the Issuer under these Terms will be paid to the Investor’s Nominated Account and on doing so the Issuer is discharged of their obligations under these Terms. Electronic Funds Transfer are the only method that monies will be paid to an Investor.

### **15.13 Governing law and jurisdiction**

These Terms are governed by the laws of New South Wales. The Investor irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales and waives, without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.



#### **15.14 Terms of Deferred Purchase Agreement prevail**

If there is an inconsistency between the terms and conditions of the Deferred Purchase Agreement and statements made in the Master IM or the relevant Term Sheet, the terms and conditions of the Deferred Purchase Agreement prevail.

#### **15.15 Time is of the essence**

Time is of the essence in respect of the obligations of the Investor under these Terms.

#### **15.16 Discretions**

Any determination made by the Issuer will be made by acting in good faith and in a commercially reasonable manner and will be conclusive and binding on all parties, except in the case of manifest error.

#### **15.17 Interpretation**

- (a) In these Terms, unless the context requires another meaning, a reference:
  - (i) to the singular includes the plural and vice versa;
  - (ii) to a document (including these Terms) is a reference to that document (including any schedules and annexures) as amended, consolidated, supplemented, novated or replaced;
  - (iii) to a person (including a party) includes an individual, company, other body corporate, association, partnership, firm, joint venture, trust or Government Agency, and it also includes the person's successors, permitted assigns, substitutes, executors and administrators;
  - (iv) to a law is a reference to that law as amended, consolidated, supplemented or replaced and it includes a reference to any regulation, rule, statutory instrument, by-law or other subordinate legislation made under that law, or any legislation, treaty, judgment, rule of common law or equity or rule of any applicable stock exchange;
- (b) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (c) Headings are for convenience only and do not affect interpretation.
- (d) If a payment or other act must (but for this clause) be made or done on a day that is not a Business Day, then it must be made or done on the next Business Day.
- (e) If a period occurs from, after or before a day or the day of an act or event, it excludes that day.
- (f) These Terms may not be construed adversely to a party only because that party was responsible for preparing them.
- (g) Any term not defined in these Terms and which is defined in the Master IM or Term Sheet has the same meaning as the Master IM or Term Sheet (as applicable) unless the context otherwise requires.
- (h) All references to time are to time in Sydney, Australia (unless otherwise stated).

## **8. Parties to the Offer**

### **8.1 Issuer**

The Issuer was incorporated in Australia in 2017 for the purpose of issuing deferred purchase agreements (including the Units under this Master IM) and other financial products (it has no other business activities).

All major administration functions, such as registry are outsourced to third party providers.

The Issuer has set up a corporate structure which involves:

- a Hedge Counterparty, who provides the Hedge;
- a Hedge Security Deed which is granted by the Issuer over the Secured Property of each Series (including the Hedge). There is a single Hedge Security Deed covering all Series; and
- a Security Trustee who holds the Hedge Security Deed on trust for Investors and itself pursuant to the Security Trust Deed.

This structure is intended to reduce the significance of the exposure of Investors to the creditworthiness of the Issuer.

In the event that the Issuer defaults on its obligations under the DPA of a Series, the Security Trustee has the power to enforce the Hedge Security Deed for and on behalf of Investors of that Series and the Security Trustee and may exercise and have the benefit of the rights of the Issuer under the relevant Hedge.

### **8.2 Custodian & Security Trustee**

C2 Nominees Pty Ltd (ACN 624 366 981) is the Custodian and Security Trustee in relation to the Series and has been appointed under the Custody Deed to act as Custodian.

The primary role of the Custodian is to hold the beneficial interest in the Delivery Parcel and arrange for the sale of the Delivery Parcel if the Agency Sale Option is elected by the Investor at Maturity. The role of the Custodian is set out in the Custody Deed.

The primary role of the Security Trustee is to enforce the Hedge Security Deed on behalf of the Investors if the Issuer defaults on its obligations under the DPA of that Series. The role of the Security Trustee is set out in the Security Trust Deed and Hedge Security Deed which are available on request from C2 Specialist Investments. Please refer to “Custody Deed” in Section 3 “Security Arrangements” for summaries of the Security Trust Deed and Hedge Security Deed.

### **8.3 Arranger**

C2 Funds Management Pty Ltd (AFSL: 518180. ACN 635 069 028) has been appointed as the Arranger for the Offer. C2 Funds Management operates a financial services business and for more than 15 years, the directors have been involved in investment management, superannuation, financial planning and stock broking, specialising in equities, options, designing and managing innovative structured investment solutions.

### **8.4 Security Trustee and Custodian**

C2 Nominees Pty Ltd is appointed under the Security Trust Deed to act as Security Trustee and Custodian.

### **8.5 Registrar**

Registries Direct Limited (ABN 35 160 181 840) is expected to be appointed as the Registrar for any Units issued. Registries Direct provides share registry services to listed and unlisted companies, fund managers and product issuers.

Registries Direct’s functions include

- Registry management for listed and unlisted companies, trusts, product issuers;
- Pre-IPO and IPO registers;
- Proxy solicitation and meeting management;
- Corporate Actions;
- Dividend and distribution processing;
- Investor reporting and management;
- Employee Share Scheme (ESS) management and reporting to ATO;
- Security holder communication; and
- Security holder enquiry / call center services

## 9. Definitions

Capitalised words have the following meaning given to them, unless the context requires otherwise. All references to clauses are to clauses in the Terms.

**Accretions** means all rights, accretions and entitlements attaching to any Reference Assets or Delivery Assets after the Commencement Date including without limitation, all voting rights, all dividends and all rights to receive dividends and other distributions or shares, notes, options, units or other financial products exercisable, declared, paid or issued in respect of the Delivery Asset;

**Adjustment Event** means any of the following in respect of the Units, Hedge, Reference Asset, and where relevant, in respect of one or more of the Assets:

- (a) where the Asset is a security or interest in a managed investment scheme:
  - (i) any event which results in the Asset being consolidated, reconstructed, sub-divided or replaced with some other form of security or property;
  - (ii) the issuer of the Asset reduces its share capital through either a cash return of share capital, capital distribution or otherwise (whether or not resulting in the cancellation of securities in the Delivery Parcel);
  - (iii) the issuer of the Asset declares a rights issue or restructures its share capital in any manner;
  - (iv) a scheme of arrangement, quasi-scheme of arrangement or merger in the nature of a scheme of arrangement occurs in relation to the issuer of the Asset;
  - (v) the issuer of the Asset makes a buy-back offer in relation to all or any of the Assets;
  - (vi) the issuer of the Asset issues bonus shares, units or other property to holders of the Asset;
  - (vii) a takeover bid is made or announced for all or any of the Assets;
  - (viii) any part of the Asset is or becomes subject to compulsory acquisition under the Corporations Act or otherwise;
  - (ix) the issuer of the Asset declares or makes a non-cash Dividend or Special Dividend;
  - (x) any event occurs which constitutes a Disposal Event; or
  - (xi) the issuer of the Asset is insolvent by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting the issuer of the Asset.
- (b) where the Asset is an index:
  - (i) the Asset is suspended or ceases to be published for a period of 24 hours or more;
  - (ii) the Asset is terminated or ceases to exist for any reason whatsoever;
  - (iii) the Asset is not calculated and announced by the Index Sponsor, but is calculated and announced by a successor to the Index Sponsor;
  - (iv) the Asset is replaced by a successor index using the same or a substantially similar formula for and method of calculation; or
  - (v) there is a Suspension or material limitation on trading of securities generally on a Relevant Exchange or a Related Exchange for a period of 24 hours or more;
  - (vi) the Index Sponsor or any successor makes a material change in the formula for or the method of calculating the Asset or the basket constituents of the index or in any way materially modifies that Asset;
- (c) where the Asset is a futures contract:
  - (i) the temporary or permanent discontinuance or unavailability of the Price Source;
  - (ii) the failure to obtain at least three quotations as requested from relevant dealers, if pricing is determined by reference to dealer quotes;
  - (iii) the permanent discontinuation of trading in the relevant futures contract on the relevant exchange;
  - (iv) the disappearance of, or of trading in, the relevant asset underlying the futures contract;
  - (v) the disappearance or permanent discontinuation or unavailability of a price for the relevant futures contract notwithstanding the availability of the Price Source;
  - (vi) the occurrence of a material change (as determined by the Issuer in its discretion) in the formula for or the method of calculating the relevant futures contract price; and
  - (vii) the occurrence of a material change (as determined by the Issuer in its discretion) in the content, composition or constitution of the relevant futures contract, or the asset underlying the futures contract.
- (d) where the Asset is a Credit Transaction:
  - (i) the temporary or permanent discontinuance or unavailability of the Price Source;
  - (ii) the Asset is terminated or ceases to exist for any reason whatsoever;
  - (iii) the occurrence of a material change (as determined by the Issuer in its discretion) in the formula for or the method of calculating the Credit Transaction; and
  - (iv) the permanent discontinuation of trading in the relevant futures contract on the relevant exchange;
- (e) any Force Majeure Event occurs, or any other event occurs which Issuer determines in good faith results in the performance of its obligations having become or becoming, in circumstances beyond its reasonable control, impossible, unlawful, illegal or otherwise prohibited;
- (f) a Change of Law occurs;
- (g) the Issuer is unable, on or after the date of this Master IM up to and including the Settlement Date (which includes the Maturity Date) or any other relevant date, after using commercially reasonable efforts, to (i) acquire, establish, re-establish, substitute, maintain, unwind or

- dispose of any transaction(s) or asset(s) it deems necessary to hedge the risk of entering into and performing its obligations with respect to the Units, or (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s);
- (h) the Issuer would, on or after the date of this Master IM up to and including the Settlement Date (which includes the Maturity Date) or any other relevant date, incur a materially increased (as compared with circumstances existing on the date of this Master IM) amount of tax, duty, expense or fee (other than brokerage commissions) to:
- (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the risk of entering into and performing its obligations with respect to the Units, or
- (ii) realise, recover or remit the proceeds of any such transaction(s) or asset(s), provided that any such materially increased amount that is incurred solely due to the deterioration of the creditworthiness of the Issuer will not be deemed an Adjustment Event;
- (i) the Issuer's hedging arrangements are suspended, terminated, adjusted or changed for any reason as determined by the Calculation Agent for those hedging arrangements or any Asset relevant to the hedging arrangement is terminated suspended, adjusted or changed in any way;
- (j) a security granted by the Asset, its manager or certain service providers becomes enforceable or any of their trading or dealing arrangements become terminable because of default by them;
- (k) the net asset value of the Asset is not calculated or published as required, or the timing of the calculation or publication changes, or the methodology used changes;
- (l) information about the Asset is not published or provided as required;
- (m) trading in the Asset is suspended or restricted;
- (n) the Asset, its manager or certain service providers become insolvent by reason of the voluntary or involuntary liquidation, bankruptcy, insolvency, dissolution or winding-up of or any analogous proceeding affecting the issuer of the Asset;
- (o) there is an event in respect of the Asset or its manager by which:
- (i) the entity will be merged with another entity (unless it will continue as an entity without reclassification or change of its shares/units); or
- (ii) there is a change in control of the entity;
- (p) a securities lending agreement (if any) is terminated, adjusted or changed;
- (q) any actual or proposed event that in the Issuer's reasonable option be expected to lead to any of the events referred to in paragraphs (a) to (p) above occurring;
- (r) any other event the Issuer reasonably determines to be an Adjustment Event.

**Adviser Fee** means the Upfront Adviser Fee (if any) and Ongoing Adviser Fee (if any) as described in Section 1.11 or as set out in the Term Sheet;

**Affected Party** as defined in the Hedge, means the party affected by the Termination Event (as defined in the Hedge);

**Agency Sale Option** means the agreement between the Investor and the Issuer entered into on receipt by the Issuer of a Notice of Maturity specifying the Investor's election to use the Agency Sale Option or the Investor's deemed election under clause 4.4 of the Terms, under which the Issuer (or its nominee) will sell, or procure the sale of, the Delivery Assets for and on behalf of the Investor on or as soon as practicable after the Settlement Date in accordance with clause 4.4 of the Terms of the Deferred Purchase Agreement in this Master IM;

**Application** means an offer by the Investor to the Issuer to acquire the Delivery Parcel on a deferred basis on the terms and conditions set out in the Terms;

**Application Fee** (if applicable) has the meaning given to it in the relevant Term Sheet;

**Application Form** means, in respect of a Series, the Application Form attached at the back of the relevant Term Sheet;

**Application Payment Date** means, in respect of a Series, the date specified in the relevant Term Sheet;

**Arranger** means C2 Funds Management Pty Ltd (AFSL: 518180. ACN 635 069 028) unless otherwise specified in a Term Sheet;

**ASIC** means the Australian Securities and Investments Commission;

**ASIC Act** means the Australian Securities and Investments Commission Act 2001 (Cth), as amended from time to time;

**Asset** means, in respect of a Series, the Reference Asset, Delivery Asset, or any component or constituent thereof (including any Hedge Agreement), or a factor relevant to the calculation of, any payment or any component of the Units as specified in the relevant Term Sheet and for avoidance of doubt may include a Credit Transaction where the Asset includes an obligation to pay an amount under the terms of the Credit Transaction;

**ASX Settlement Operating Rules** means the settlement rules of the ASX Settlement and Transfer Corporations Pty Limited as amended or substituted from time to time;

**ASX** means Australian Securities Exchange as operated by ASX Limited (ABN 98 008 624 691);

**ATO** means the Australian Taxation Office;

**AUSTRAC** means the Australian Transaction Reports and Analysis Centre which regulates the Anti-Money Laundering and Counter-Terrorism Financing Act 2006;

**Auto Call Level (if applicable)** has the meaning given to it in the relevant Term Sheet;

**Beneficial Interest** means the beneficial interest in the Portion of the Delivery Assets in accordance with clause 9 of the Terms;

**Break Costs** means all costs, expenses and losses reasonably incurred by the Issuer acting in a commercially reasonable manner (including without limitation, any amounts paid or incurred on account of GST to the extent that input tax credits are not available and any upfront selling fees paid to an adviser that may be applicable) and notified by the Issuer as payable by the Investor as a result of:

- (a) the determination of an Early Maturity Date or Buy-Back Date or other early termination of the Deferred Purchase Agreement;
- (b) the termination or reversal of any arrangements service contracts or hedge position entered into by the Issuer in connection with Units which is terminated early; or
- (c) any loss of profits that the Issuer may suffer by reason of the early termination of the Deferred Purchase Agreement;

**Business Day** means:

- (a) a day when the ASX and any other Relevant Exchange is open for trading; and
- (b) in relation to any payments or deliveries due under the Terms, a day on which the ASX is open for trading; and
- (c) in relation to any calculations involving a Relevant Exchange or an Asset, a day on which banks are open for business in the primary jurisdiction in which that Relevant Exchange is located or in which the Asset is traded;

**Buy-Back Date** is as specified in the relevant Term Sheet;

**Buy-Back Price** means the fair economic value of the Units as determined by the Issuer, acting in good faith and a commercially reasonable manner, on the Buy-Back Date taking into account any Delivery Costs, Break Costs and bid-offer spread;

**C2 Specialist Investments Pty Ltd or C2 Specialist Investments** means C2 Specialist Investments Pty Limited, the Issuer for the Units;

**Calculation Agent** means C2 Specialist Investments Pty Ltd undertaking such role by reference to the Issuer's hedge and/or other arrangements in relation to the Units;

**Capital Protection** (if applicable) has the meaning given to it in the relevant Term Sheet;

**Change** has the meaning given in clause 14 "Amendment of Terms" of the Terms;

**Change of Law** means that due to the adoption of, or any change in any applicable law or regulation (including any tax legislation) or due to the promulgation of or any change in the interpretation (by any court, tribunal or regulatory authority with competent jurisdiction) of any applicable law or regulation (including any action taken by a taxing authority) the Issuer determines in good faith that it has become illegal for any party to hold, acquire or dispose of the relevant assets or the Issuer or any other party will incur a materially increased cost in performing its obligations under the Units (including due to any increase in tax liability, decrease in tax benefit or other adverse effect on its tax position);

**CHESS** has the meaning given in the ASX Settlement Operating Rules;

**Conditional Coupon** (if applicable) has the meaning given to it in the relevant Term Sheet;

**Conditional Return** (if applicable) has the meaning given to it in the relevant Term Sheet;

**Confirmation Notice** means a notice provided by the Issuer to an Investor in accordance with clause 1.3(d) of the Terms;

**Corporations Act** means the Corporations Act 2001 (Cth) as amended from time to time;

**Coupon** (if applicable) means, in respect of a Series, a Fixed Coupon, Conditional Coupon, or any other Coupon calculated on a Coupon Determination Date and paid on the relevant Coupon Payment Date as described the relevant Term Sheet and includes, unless otherwise specified in the relevant Term Sheet, any Final Coupon;

**Coupon Determination Date** is the date specified as such in the relevant Term Sheet;

**Coupon Payment Date** is the date specified as such in the relevant Term Sheet;

**Commencement Date** means the date specified in the Investor's Confirmation Notice as the "Commencement Date" for the Units held, as specified in the relevant Term Sheet;

**Compulsory Early Redemption** has the meaning specified in Section 1.14;

**Compulsory Redemption Date** is the dates specified as such in a relevant Term Sheet on which Compulsory Early Redemption may occur;

**Credit Event** has the meaning as defined in the relevant Term Sheet and Section 6 "Additional Information about Credit Linked Securities" in this Master IM;

**Credit Event Determination Date** (if applicable) has the meaning specified in the relevant Term Sheet;

**Credit Transaction** has the meaning as defined in the relevant Term Sheet and Section 6 "Additional Information about Credit Linked Securities" in this Master IM;

**Currency Management Fee** (if applicable) means the Currency Management Fee specified in the relevant Term Sheet;  
Custodian means C2 Nominees Pty Ltd;

**Custody Deed** means the Custody Deed as described in Section 3.2 Other Security Arrangements;

**Default under Specified Transaction** has the meaning given in the Hedge Agreement and includes where a relevant party under the Hedge Agreement defaults under a Specified Transaction and this results in an acceleration or early termination of that Specified Transaction (or other transactions under the same documentation), defaults on the last payment date, or any payment on early termination of, a Specified Transaction or repudiates or otherwise challenges the validity of a Specified Transaction. Where Specified Transaction means any swap, forward, future, option or other derivative transaction entered into between the parties to the Hedge Agreement, any similar transaction or combination of these transactions and any other transactions specified as such by the parties;

**Deferred Issue Price** means the Issue Price which is deferred until a later date as described in the relevant Term Sheet;

**Deferred Purchase Agreement or DPA** means the agreement between the Issuer and Investor as set out in the Terms and the Master IM and the relevant Term Sheet;

**Delivery Asset** means the Delivery Assets specified in the relevant Term Sheet or determined by the Issuer in accordance with the Terms;

**Delivery Asset Price** means, as calculated by the Issuer in its reasonable discretion, the price per Delivery Asset at which the Issuer (or its nominee) acquires or purchases, in connection with the Units, the Delivery Asset on the Business Day immediately following the Maturity Date (or in the case of an Early Maturity, the Early Maturity Date), unless it is not possible or practical to determine the price of the Delivery Asset at that time, in which case the Issuer may, in its reasonable discretion acting in a commercially reasonable manner, nominate another time or period of time to determine the price (including, if the Issuer determines in its discretion, the average weighted price at which the Issuer (or its nominee) acquires or purchases, in connection with the Units, the Delivery Asset);

**Delivery Costs** means any incidental costs or expenses incurred by the Issuer in relation to the transfer of any Delivery Assets to or for the benefit of the Investor following Maturity or Early Maturity. For the avoidance of doubt, this includes, without limitation, any amounts paid or incurred by the Issuer or its nominees on account of GST to the extent that input tax credits are not available or on account of any other Taxes incurred as a result of transferring the Delivery Assets on Maturity or Early Maturity;

**Delivery Parcel** has the meaning as specified in the relevant Term Sheet and the number of each type of Delivery Asset in the Delivery Parcel (rounded down to the nearest whole number) to be delivered by the Issuer to the Investor on the Settlement Date is determined by the following formula:

$$[(\text{Final Value} \times \text{Number of Units held by Investor} - \text{Delivery Costs}) / N] / \text{Delivery Asset Price}$$

Where **N** means the number of different types of Delivery Assets in each Delivery Parcel;

**Disposal Event** means an event which gives rise to an obligation on the Issuer under law to dispose of all or part of the Delivery Assets, or Reference Asset;

**Dividend** means an ordinary dividend or distribution;

**Early Maturity** means accelerated Maturity in accordance with clause 5 of Section 7 “Terms of the Deferred Purchase Agreement” and includes early maturity following an Early Maturity Event or an Issuer Buy-Back;

**Early Maturity Date** means the date notified to the Investor as such in the Early Maturity Notice;

**Early Maturity Event** has the meaning given in clause 5.1 “Early Maturity by the Issuer” of the Terms;

**Early Maturity Notice** means the notice of early maturity given in accordance with clause 5.4(a)(i) of the Terms;

**Early Maturity Value** means the fair economic value of the Unit at or around 5:00 pm Sydney time on the Early Maturity Date as determined by the Issuer acting in good faith and a commercially reasonable manner, unless it is not possible or practical to determine the fair economic value of the Unit at that time, in which case the Issuer may nominate another time to determine the Early Maturity Value;

**Event of Default** occurs under the Hedge Security Deed if:

- (a) the Issuer (as “Grantor”) fails to make payment or delivery under a Transaction Document on;
  - (i) its due date (or within 3 Business Days of its due date where the Grantor demonstrates to the Security Trustee’s reasonable satisfaction that the failure occurred outside the control of the Grantor because of a failure in the banking or other system used for the transfer of funds);
  - (ii) the Grantor fails to perform or observe any other obligation under a Transaction Document (other than failure described in paragraph(a)) and the Security Trustee (acting on the instructions of the Majority Investors) considers:
    - i. that the failure is materially adverse to the interest of the Beneficiaries and that the failure cannot be remedied; or
    - ii. that the failure is materially adverse to the interest of the Beneficiaries and that the failure can be remedied and the failure is not remedied within 5 Business Days after the Security Trustee provides written notice to the Grantor to remedy the failure;
- (b) an Event of Default (as defined in the Hedge of the Series) occurs with respect to the Grantor;
- (c) a Bankruptcy Event of Default (as defined in Section 5(a)(vii) of the 2002 ISDA Master Agreement) occurs with respect to the Hedge Counterparty of the Series;
- (d) a Termination Event (as defined in the Hedge of the Series) with respect to which the Grantor is the Affected Party (as defined in the Hedge) occurs; or
- (e) Nationalisation or Insolvency (as each of those terms is defined in the 2002 ISDA Equity Derivatives Definitions published by the International Swaps and Derivatives Association, Inc) occurs with respect to the Grantor; or
- (f) another event of default (however described) occurs under a Transaction Document of the Series and:
  - (i) the Security Trustee considers that the failure or default cannot be remedied; or
  - (ii) the Security Trustee considers that the failure or default can be remedied but it is not remedied to the Security Trustee’s satisfaction within 3 Business Days (or any longer period the Security Trustee approves) from the earlier of:
    - i. the date the Grantor became aware of the default or ought reasonably to have become aware of the default; and
    - ii. receipt by the Grantor of a notice from the Security Trustee requiring it to remedy the default.
- (g) a representation or warranty made or deemed to be made by the Grantor in, or in connection with, the Transaction Documents of the Series is untrue or misleading (by omission or in any other way) in any material respect when made or repeated;
- (h) a proceeding is commenced against the Grantor or in relation to any Secured Property of the Series which does or may threaten the Grantor’s entitlement to any Secured Property;
- (i) the Hedge Security Deed ceases for any reason to be a first ranking security interest or an obligation of the Grantor ranks ahead of or equally with the Secured Money other than an obligation which must be preferred by operation of law, or to the extent provided in the Hedge Security Deed, or a Permitted Security Interest or by perfection in accordance with the PPSA Law;

**Event of Default** as defined in the Hedge (and includes any substantially similar term to “Event of Default”), and may include the occurrence of the following events:

- (a) failure to pay or deliver, when due, any payment or delivery under the Hedge;
- (b) breach or repudiation by either party of the Hedge;
- (c) default under a credit support document (such as a credit support annex);
- (d) a representation made by a party to the Hedge proves to have been incorrect or misleading in any material respect when made or repeated (or deemed to have been made or repeated);
- (e) default by a party in a transaction specified in the Hedge;
- (f) if applicable in the Hedge, default under any other agreements of a specified type where the aggregate principal amount of such agreements exceeds a specified threshold amount;
- (g) bankruptcy event in relation to a party (including the party being dissolved, becoming insolvent, having bankruptcy proceedings instituted against it, having a liquidator, receiver or other similar official appointed); and
- (h) a party consolidates or amalgamates with, or merges with or into, another entity and the other entity does not assume all the obligations of the party under the Hedge.

**Exchange Business Day** means a day that is both a Business Day and on which the Relevant Exchange is open for trading;

**Extended Settlement Date** means the date as determined by the Issuer in its discretion as is reasonably necessary for the Issuer to fulfil its obligations under the terms of any Credit Transaction as specified in the Term Sheet;

**Fees** means the total of any fees payable by the Investor as set out in the relevant Term Sheet;

**Final Averaging Date(s)** (if applicable) means the date(s) specified as the Final Averaging Date(s) in the relevant Term Sheet;

**Final Coupon** means, in respect of a Series, the coupon (if any) calculated on the Final Coupon Determination Date and paid on the Final Coupon Payment Date as specified in the relevant Term Sheet;

**Final Coupon Determination Date** (if applicable) has the meaning given to it in the relevant Term Sheet;

**Final Coupon Payment Date** (if applicable) has the meaning given to it in the relevant Term Sheet;

**Final Value (if applicable)** means, in respect of a Series, the Final Value (if any) calculated in accordance with the formula for calculating the Final Value set out in the relevant Term Sheet;

**First Credit Event Occurrence Date** means the first date from which a Credit Event may be determined to have occurred in respect of relevant Units and is as specified in the relevant Term Sheet;

**Fixed Coupon (if applicable)** has the meaning given to it in the relevant Term Sheet;

**Force Majeure Event** means an event or circumstance beyond the reasonable control of a party that prevents one or more parties from performing their obligations under this Agreement;

**Fund** has the meaning given in clause 13.2 of the Terms “Superannuation Funds”;

**Governing Rules** means, in respect of a superannuation fund, the governing rules under which the superannuation fund is established and administered including the relevant trust deed, the SIS Act and all relevant law.

**Government Agency** means:

- (a) a government, whether foreign, federal, state, territorial or local;
- (b) a department, office or minister of a government acting in that capacity; or
- (c) a commission, delegate, instrumentality, agency, board or other governmental, semi-governmental, administrative or judicial, monetary or fiscal body, department, tribunal, entity or authority, whether statutory or not and includes any self-regulatory organisation established under statute or any stock exchange;

**Grantor** means, in respect of the Hedge Security Deed, C2 Specialist Investments Pty Ltd (ACN 622 433 032);

**GST** has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (as amended from time to time);

**Hedge and Hedge Agreement** means any contract(s) pursuant to which the Issuer hedges its obligations under a DPA of a Series and including any Notes and/or the ISDA Master Agreement entered into by and between the Issuer (as Grantor) and the Hedge Counterparty (the counterparty to the Hedge with the Issuer) from time to time including the Schedules, any Credit Support Annex and Confirmations relating to hedging the Grantor’s obligations under the Units for the Series;

**Hedge Counterparty** means an entity with whom the Issuer enters into a Hedge;

**Hedge Security Deed** means, in respect of the Trust and each Series, the deed entitled “Hedge Security Deed” entered into between the Issuer (as “Grantor”) and the Security Trustee dated on or before the Commencement Date, as amended from time to time or the security interest over the Secured Property created by that deed, as appropriate;

**Holder Identification Number or HIN** has the meaning given in the ASX Settlement Operating Rules;

**Index Sponsor** has the meaning given to it as specified in the relevant Term Sheet;

**Information Memorandum or IM** means the Information Memorandum, constituted by the Master IM and any Term Sheet, for the relevant Units as



supplemented or updated from time to time;

**Initial Averaging Date** (if applicable) means the date(s) specified as the Initial Averaging Date(s) in the relevant Term Sheet;

**Investor Insolvency** means the occurrence of any of the following events in relation to the Investor at any time prior the Maturity Date:

- a) where the Investor is a corporation (subject to paragraph (d) below):
  - i) except to reconstruct or amalgamate while solvent, an application is made for an order, a meeting is convened to consider a resolution, a resolution is passed or an order is made that the Investor be wound up or otherwise dissolved or that an administrator, liquidator or provisional liquidator of the Investor be appointed; or
  - ii) a receiver, receiver and manager, administrator, controller, trustee or similar officer is appointed in respect of all or any part of the business, assets or revenues of the Investor;
- b) the Investor dies, becomes insolvent (or is presumed to be insolvent under any applicable law) or is subject to any arrangement, assignment or composition (except to reconstruct or amalgamate while solvent), or is protected from any creditors or otherwise unable to pay their debts when they fall due;
- c) where a Investor is an individual, the Investor dies or commits an act of bankruptcy;
- d) where the Investor is the trustee of a trust or fund:
  - (i) the trust or fund is wound up in accordance with its constitution, governing rules, Corporations Act, Superannuation Industry (Supervision) Act 1993 or other applicable legislation or a government authority or court has determined that the Fund be wound up; or
  - (ii) an event described in paragraph (a) above has occurred in relation to the trustee and a replacement trustee has not been appointed within 60 calendar days or the Issuer determines in its reasonable discretion that a replacement trustee is unlikely to be appointed within this timeframe;
- e) the Investor states that it is insolvent or is presumed to be insolvent under any applicable law;
- f) as a result of the operation of the Corporations Act the Investor is taken to have failed to comply with a statutory demand; or
- g) anything analogous to or of a similar effect to anything described above occurring to any party under the Corporations Act, Bankruptcy Act 1996 (Cth) or the law of any relevant jurisdiction.

**Investor** means the person or entity, whose name is entered on the Register as the legal owner or beneficial holder of Units from time to time during the Investment Term;

**Investment Amount** means the Issue Price multiplied by the number of Units purchased;

**Investment Term** means, in respect of Units held by an Investor, the time period from the Commencement Date to the Maturity Date as specified in the relevant Term Sheet;

**Investor** means the person or entity, other than the Custodian, whose name is entered on the Register as the legal owner or beneficial holder of Units from time to time during the Investment Term;

**Investor Trust** means each of the trust constituted over the Delivery Parcel and the Sale Monies held by the Custodian under the Custody Deed where the Agency Sale Option is used.

**ISDA** means the International Swaps and Derivatives Association.

**Issue Date** means the date specified in a Term Sheet as the expected date for the issue of the Units;

**Issue Price** means, if specified in the relevant Term Sheet for a Series, the price as specified in the relevant Term Sheet as the amount payable by an Investor for a Unit issued on or before the Commencement Date. The Issuer may choose, in its absolute discretion, to offer a different Issue Price to Investors who are wholesale or sophisticated (as defined by the Corporations Act) than that which appears in the relevant Term Sheet;

**Issuer means** C2 Specialist Investments Pty Ltd

**Issuer Buy-Back** means an Investor requested buy back of Units by the Issuer in accordance with Section 7 “Terms of the Deferred Purchase Agreement”;

**Issuer Buy-Back Form** means the form by that name attached to the relevant Term Sheet;

**Issuer Buy-Back Request** means an Investor’s request for the Issuer to buy back their Units as made via the Issuer Buy-Back Form contained in the Term Sheet or provided by the Issuer upon request or any other method specified from the Issuer from time to time;

**Last Credit Event Occurrence Date** means the last date on which a Credit Event may be determined to have occurred in respect of relevant Units and is as specified in the relevant Term Sheet;

**Lead Distributor** has the meaning as specified in the relevant Term Sheet;

**Leveraged Exposure** has the meaning specified in the relevant Term Sheet;

**Majority Investors** means, in respect of the Trust, Investors who together hold more than 50% in value of the Total Outstanding of the Series relating to the Trust;

**Market Disruption Event** means the occurrence or existence on any Business Day of any of the following events, in the determination of the Issuer:

- (a) the Suspension or material limitation or disruption of trading in one or more of the Assets or in securities or futures contracts generally on the ASX, Relevant Exchange, Related Exchange or a market associated with any of the Assets; or
- (b) any of the Assets or prices relating to the Assets ceases to exist or is materially changed, fails to be calculated and published, or the method of calculation materially changes;
- (c) any event occurs that disrupts or impairs the ability of market participants in general (i) to effect transactions in, or obtain market values for, any of the Assets, on the Relevant Exchange or (ii) to effect transactions in, or obtain market values for, futures or options contracts related to the Assets on the Relevant Exchange or any Related Exchange;
- (d) the Relevant Exchange closes prior to its scheduled closing time on a Business Day and the earlier closing time was not expected or announced with sufficient notice;
- (e) the declaration of a general moratorium in respect of banking activities in the country where any Relevant Exchange or Related Exchange is located;
- (f) any market disruption event (however described) under the Hedge Agreement; or
- (g) any similar event the Issuer reasonably declares to be a Market Disruption Event, including a Force Majeure Event.

For the purposes of this definition, (1) a limitation on the hours and number of days of trading will not constitute a Market Disruption Event if it results from an announced change in the regular business hours of the Relevant Exchange or Related Exchange; (2) a limitation on trading imposed during the course of a day by reason of movements in price otherwise exceeding levels permitted by the Relevant Exchange or Related Exchange will constitute a Market Disruption Event; and (3) issues of materiality are to be determined in the reasonable discretion of the Issuer;

**Master IM** means this Master Information Memorandum dated 21 September 2020 (and as updated from time to time);

**Maturity** means the settlement of the deferred purchase of the Delivery Parcel in accordance with clause 4 of the Terms other than as a result of Early Maturity;

**Maturity Date** means the date as specified in the relevant Term Sheet as the “Maturity Date”, unless there is an Early Maturity under clause 5 of the Terms, in which case the Maturity Date will be the Early Maturity Date;

**Minimum Buy-Back Amount** has the meaning as specified in the relevant Term Sheet;

**Minimum Final Value** (if applicable) is the minimum Final Value payable to Investors pursuant to the relevant Term Sheet or as otherwise defined in the relevant Term Sheet.

**Minimum Investment Amount** means, the amount as specified in the relevant Term Sheet as the “Minimum Investment Amount” or such lesser amount as the Issuer in its discretion may determine for any one or more applicants;

**Nominated Account** means the transactional banking account held with an Australian bank which is nominated by the Investor on their Application Form;

**Note means a Security** in the form of a structured note pursuant to which the Issuer may hedge its obligations under a DPA of a Series;

**Notice of Maturity** means the notice sent to Investors at least 20 Business Days prior to the Maturity Date in which an Investor may, subject to the Terms, elect to participate in the Agency Sale Option;

**Offer** means the offer of an agreement to purchase the Delivery Assets specified as specified in the relevant Term Sheet on certain terms including deferred delivery;

**Offer Closing Date** means the date as specified in the relevant Term Sheet as the cut off time for initial investments;

**Offer Opening Date** means the opening dates of the Offer Period as specified in the relevant Term Sheet as the time from which Applications for

Units will be accepted;

**Offer Period** means the period from the Offer Opening Date to the Offer Closing Date;

**Ongoing Adviser Fee** means the Ongoing Adviser Fee (if any) as described in Section 1.11 or as set out in the Term Sheet;

**Participation Rate** (if applicable) has the meaning given to it in the relevant Term Sheet;

**Performance Coupon** (if applicable) has the meaning given to it in the relevant Term Sheet;

**Master IM** means the Information Memorandum, constituted by this Master IM and any Term Sheet, for the relevant Units as supplemented or updated from time to time;

**Portion** means the number of Delivery Assets held by the Issuer on the Commencement Date for a particular Series, determined by the Issuer in its discretion, divided by the number of Units on issue in that Series and disclosed in the Confirmation Notice;

**Prepaid Finance Costs** (if applicable) has the meaning given to it in the relevant Term Sheet;

**Price Source** means the publication or other origin reporting or publishing the price of a Reference Asset;

**PPSA Law** means the Personal Property Securities Act 2009 (Cth), any regulations made under the Personal Property Securities Act 2009 (Cth) and any amendments to any other legislation as a consequence of the Personal Property Securities Act 2009 (Cth) or any of those regulations;

**Reference Asset** has the meaning as specified in the relevant Term Sheet. The Reference Asset may also be referred to as the "Reference Basket" (for example, where the Reference Asset is comprised of multiple components);

**Reference Entity** has the meaning as specified in the relevant Term Sheet;

**Register** means the registers of legal and beneficial owners of Units, as named on the register, maintained by the Registrar;

**Registrar** means the person or entity as specified in this Master IM or the relevant Term Sheet or any other registrar appointed by the Issuer from time to time;

**Related Exchange** means each exchange or quotation system where trading has a material effect (as determined by the Issuer) on the overall market for the futures, options, securities or other assets underlying the Reference Asset are traded;

**Relevant Exchange** means in the case of:

- (a) any exchange traded security or financial product, the primary exchange upon which that financial product is traded; and
- (b) an index, the primary exchange upon which the financial products which primarily constitute that index are traded; and
- (c) a commodity, any exchange where contracts or futures relating to the commodity are traded;
- (d) or as determined in the reasonable discretion of the Issuer;

**Sale Monies** mean the monies from the sale of the Delivery Assets obtained by the Issuer (or its nominee) on behalf of the Investor and the Custodian under the Agency Sale Option, less Break Costs and if applicable Delivery Costs, including brokerage, applicable to the sale of the Delivery Parcel;

**Scheduled Business Day** means, in respect of a Reference Asset or Delivery Asset, any day on which the Relevant Exchange and/or Related Exchange in respect of such Reference Asset or Delivery Asset is scheduled to be open for trading for their respective regular trading sessions;

**Secured Money in relation to the Hedge Security Deed**, means, in respect of a Series, all moneys, obligations and liabilities of any kind that may now be or might at any time in the future become due, owing or payable, whether actually, contingently or prospectively, to the Investors and the Security Trustee in connection with the Series and the Transaction Documents of the Series including, but without limitation, on account of principal, interest, fees, expenses, indemnity payments, losses or damages and irrespective of:

- the capacity of the Issuer (as "Grantor") (whether as principal, agent, trustee, beneficiary, partner or otherwise);
- whether the Grantor is liable as principal debtor or as surety;
- whether the Grantor is liable alone, jointly or jointly and severally with another person;
- whether or not the money, obligation or liability is owed to the Investor or to its account as a result of an assignment, transfer or other dealing with or without the Grantors consent; or

- whether the money, obligation or liability is owed or secured before or after the date of:
- the Hedge Security Deed; or
- any assignment of the Hedge Security Deed or any other Transaction Document.

**Secured Obligations** means in relation to the Hedge Security Deed, means, in respect of the Trust, each of the obligations of the Issuer to, or for the account of, the Investors of the Series and the Security Trustee under or in connection with the Transaction Documents of the Series, including but without limitation the obligation to pay the Secured Money;

**Secured Property in relation to the Hedge Security Deed** means all of the present and future right, title, benefit and interest of the Issuer (as “Grantor”):

- (a) in all proceeds, property and money received or receivable by the Grantor in its capacity as issuer of the Units in connection with the application by the Investors for the Units and the issue of the Units;
- (b) under, pursuant to or in connection, with the Hedge including in all monetary obligations and all delivery obligations of the Hedge Counterparty arising under or pursuant to the Hedge (subject to any rights of set-off and netting under the Hedge whether arising before, on or after the date of the Hedge Security Deed or the date of any notice of the Security Deed to any party to the Hedge), and including the Grantor’s right to payment of any amount payable under or pursuant to the Hedge after the operation of the close-out netting provisions of the Hedge; and
- (c) under, pursuant to or in connection with any sponsored account including, without limitation, any rights of the Grantor under or pursuant to any CHES sponsorship agreement between the Grantor and any person with respect to the Grantor’s holding of any Delivery Assets in respect of the Series but excluding the Beneficial Interest in the Portion of the Delivery Assets; and
- (d) in and to the trust account which the Grantor has opened in respect of all Series including all rights of the Grantor to repayment of the amount standing to the credit of this account,

including, unless otherwise provided in the Hedge Security Deed, any investments into which any of those proceeds, property, money, or payments or deliveries made in discharge or redemption of such obligations are converted, including without limitation, any Delivery Assets delivered to the Grantor under or pursuant to the Hedge or amounts paid to the Grantor under the Hedge and the proceeds of any Secured Property to which the PPSA Law applies, but excluding all Sale Monies and any and all fees, costs, charges or similar amounts which are due and payable to the Grantor under or pursuant to this Master IM, any Transaction Document or any of the Secured Property;

**Security** means in respect of a Series, each Hedge Security Deed for that Series and each other deed or agreement entered into by C2 Specialist Investments Pty Ltd in favour of the Security Trustee after the execution of the Security Trust Deed to be held for the Trust, to secure the Secured Money in respect of the Trust or any part of it;

**Security Interest** means a right, interest, power or arrangement in relation to an asset which provides security for, or protects against default by a person in, the payment or satisfaction of a debt, obligation or liability, and includes a mortgage, charge, bill of sale, pledge, deposit, lien, encumbrance, hypothecation, arrangement for the retention of title or any arrangement under which money or claims to, or the benefit of, any party or creditor may be applied, set-off or made subject to a combination of accounts;

**Security Trustee** means C2 Nominees Pty Ltd or any other security trustee appointed in accordance with the Security Trust Deed from time to time;

**Security Trust Deed** means the deed entitled “ Security Trust Deed” entered into between the Security Trustee and the Issuer as amended from time to time;

**Senior** has the meaning specified in section 1.13;

**Series** means the series of Units offered under the relevant Term Sheet that accompanies this Master IM, and each other series of financial products issued by the Issuer;

**Series Performance** has the meaning given to it in the Term Sheet.

**Settlement Date** means the tenth Exchange Business Day 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 including any Extended Settlement Date as described in Section 1.15;

**Settlement Notice** means the notice from the Issuer to Investors following settlement on Early Maturity or a Buy-Back Date;

**Special Dividend** means any special or abnormal dividend or distribution in respect of securities (including a distribution of income or capital) and includes a dividend or distribution described by the entity declaring that dividend or distribution as:

- (a) special, abnormal, extraordinary, additional or extra;
- (b) part of a scheme of arrangement or takeover consideration;
- (c) part of a special distribution involving a return of capital, or are otherwise characterised by the ASX or the Relevant Exchange as a special

dividend or special distribution.

**Starting Price** has the meaning given in relevant Term Sheet;

**Strategy Value** has the meaning given in relevant Term Sheet;

**Subordinated** has the meaning specified in section 1.13;

**Suspension** means any temporary cessation of the trading or quotation of the Delivery Asset, including a trading halt on the ASX, Relevant Exchange or Related Exchange (as the context requires);

**S&P** means Standard & Poor's, a division of The McGraw-Hill Companies Inc.;

**S&P/ASX 200 Index** means the S&P/ASX 200 Price Return Index published by S&P;

**S&P500 Index** means the S&P 500 Price Return Index published by S&P;

**Tax or Taxes** means any income tax, capital gains tax, GST, withholding tax, stamp, registration and other duties and other related taxes, levies, imposts, deductions, interest, penalties and charges;

**Term Sheet** means the Term Sheet accompanying this Master Information Memorandum, including any Application Form and any Issuer Buy-Back Form, for the relevant Series of Units and which is to be read in conjunction with this Master IM;

**Termination Event** or other similar early termination event as defined in the Hedge, means the occurrence of the following events:

- (a) illegality i.e. it becomes unlawful for any obligations entered into under the Hedge to be performed;
- (b) force majeure event;
- (c) due to changes in taxation law, action taken by a taxing authority, court proceedings or the merger, consolidation or amalgamation of a party the amount of tax payable by a party is increased;
- (d) if applicable in the Hedge, on the merger, consolidation or amalgamation of a party, the credit rating of that party is materially weaker; and
- (e) any other event under the terms of the Hedge Agreement that constitute early termination or maturity of the Hedge;

**Termination Payment** means the amount determined by the Issuer acting in good faith and a commercially reasonable manner. Without limiting the foregoing, in determining the Termination Payment, the Issuer may adjust the Termination Payment for any costs, losses or expenses that it reasonably incurs acting in a commercially reasonable manner in relation to the Early Maturity, including without limitation, Delivery Costs, Break Costs, administrative costs, costs of unwinding any hedge put in place for the purposes of meeting its obligations under the Terms, and any cost of funding or any loss of bargain;

**Terms** means the Terms of the Deferred Purchase Agreement which are set out in Section 7 of this Master IM respectively, on which the Investor agrees to acquire the Delivery Parcel from the Issuer;

**Timetable** means the timetable as specified in the relevant Term Sheet;

**Total Outstanding, in respect of a Series**, means the aggregate of the Secured Money to all Investors under that Series;

**Transaction Documents** in relation to the Security Trust Deed and Hedge Security Deed means, in respect of a Series:

- (a) the Hedge Security Deed for that Series;
- (b) the Hedge for that Series;
- (c) each DPA for that Series;
- (d) the Security Trust Deed (as it applies to that Series)
- (e) the Information Memorandum (including the relevant Term Sheet) including the Terms of the Deferred Purchase Agreement (as it applied to that Series) and the Application Form; and
- (f) each other document which the Issuer and the Security Trustee agree in writing is a Transaction Document for the purposes of the Security Trust Deed and the Series; and
- (g) any document which the Issuer and the Custodian agree, now or in the future, is a Transaction Document for the purposes of the Custody Deed; and
- (h) each document entered into or provided under any of the documents described in paragraphs (a), (b), (c), (d), (e) or (f) for the purpose of amending or novating any of those documents;

**Trust** means the trust constituted by the Security Trust Deed.

**Trust Fund** means, for the Trust under the Security Trust Deed, all property, rights and interests which the Security Trustee acquires after the execution of the Security Trust Deed and the giving of the relevant notice of creation of trust to hold on the Trust created by the Security Trust Deed

including:

- (a) the right, title and benefit of the Security and the Secured Property;
- (b) the right, title and benefit of any other agreement that it enters into in its capacity as trustee of the trusts created by the Security Trust Deed;  
and
- (c) all property or money which represents the proceeds of enforcement, realisation or sale of any such property, rights or interests, any investment into which any of those proceeds are converted and the proceeds of any of those investments;

**Units or Unit** means a Deferred Purchase Agreement entered into by the Issuer, the Custodian and the Investor. The total number of Units held by the Investor will be notified by the Issuer to the Investor in the Confirmation Notice provided by the Issuer in accordance with clause 1.3(d) of the Terms;

**Upfront Adviser Fee** means the Upfront Adviser Fee (if any) as described in Section 1.11 or as set out in the Term Sheet;

**Volatility Target** has the meaning given in relevant Term Sheet.

## **10. Reference Asset Disclaimers**

There is no association or relationship between the Units or the Issuer and S&P Dow Jones Indices LLC, STOXX Limited, the Australian Securities Exchange (“ASX”) or any of their third party licensors (collectively, in this section, the “Index Sponsors”).

The Units are issued by the Issuer and marketed by third party dealer groups, they are not sponsored, endorsed, issued, distributed, sold, marketed or promoted by any of the Index Sponsors in any way.

The Index Sponsors have no obligations or liabilities whatsoever in connection with the Units.

In particular, Investors should note that the Index Sponsors and, if relevant, their affiliates:

- are responsible only for composing and calculating the S&P/ASX 200 Price Return Index, the S&P500 Price Return Index and/or the Eurostoxx 50 Price Return Index (the “Relevant Index”). All decisions and calculations are made without any regard to the Units or the Issuer;
- are not involved in any way or in any way responsible for the issue of the Units;
- do not make any statements regarding the advisability of investing in the Units;
- are not involved in any way or in any way responsible for the calculation of any Coupons, Final Value or any other calculations or determinations made in relation to the Units;
- do not make any representations or warranties to any person (including the Issuer and Investors) in relation to the Units or the Relevant Index. In particular, no representations are made in relation to the ability of each Relevant Index to track the movements in the underlying share market and no warranties are made in relation to the appropriateness of any use of the Relevant Index;
- do not guarantee that the Relevant Index data included in or correspondence regarding the Relevant Index is correct, complete, up-to-date or accurate and have no liability for any errors, omissions or delays; and
- will not be liable, in any event, for any damages arising out of contract, tort, strict liability or otherwise (including indirect, special, incidental, punitive or consequential damages), regardless of whether they have advised of the possibility of such damages.

### **Preparation of this Master IM**

This Master IM has been prepared by C2 Specialist Investments from publicly available information only. No entity has been a party to its preparation or furnished any information specifically to C2 Specialist Investments for the purpose of its preparation. Similarly, information in this Master IM concerning an entity has not been independently verified. C2 Specialist Investments has no affiliation with any entities underlying the Reference Assets and have no access to information concerning them other than that which is in the public domain.

The Issuer, the Custodian, the Lead Distributor, the Security Trustee and the Arranger do not accept any liability or responsibility for, and make no representation or warranty, express or implied, as to the accuracy or completeness of any information about an entity in this Master IM. Investors should make their own enquiries about an entity. Nothing in this Master IM may be relied upon as implying that there has been no change in the affairs of an entity, the Issuer, the Custodian, the Security Trustee and the Arranger since the dates as at which information is given in this Master IM.

## 11. Completing the Application Form

### Anti-Money Laundering and Counter-Terrorism Financing Act 2006

#### Identification and Verification Requirements

Under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) legislative regime, certain due diligence must be conducted on any prospective investor before Units may be issued to that Investor. The due diligence includes identifying and verifying the identity of a prospective investor. Applications made without providing this information cannot be processed until all the necessary information has been provided.

There are also ongoing customer due diligence obligations under the AML/CTF legislative regime which may require the Issuer to collect further information. The Issuer is obliged under the AML/CTF legislative regime to take and maintain copies of any information collected from applicants. The Issuer may be required to share collected information with the Australian Transaction Reports and Analysis Centre (AUSTRAC) and may be prohibited from informing applicants of such disclosures. The Issuer may share collected information with related entities.

Under the AML/CTF legislative regime, the Issuer has an obligation to report suspicious matters to AUSTRAC. This obligation may require the collection of further information from investors. The Issuer may be prohibited from informing investors that reporting to AUSTRAC has taken place. The Issuer has the right to not accept Buy-Back requests or transfers or pay benefits under this product where there are reasonable grounds to believe doing so would breach Australian law or sanctions (or the law or sanctions of any other country) and the Issuer is not liable for any resulting loss.

By applying for units in the Units, applicants are acknowledging that the Issuer may, in its absolute discretion, not issue units to them, cancel any Units previously issued to them, delay, block or freeze any transactions or redeem any Units issued to them if it believes it necessary to comply with the AML/CTF legislative regime. In the above circumstances, the Issuer will not be liable to applicants for any resulting loss.

#### 1.1 Requirements for Individuals / Sole Traders

Individual Investor and sole trader must give the Issuer certified copies of one document from column [1] OR one document from each of column [2] AND [3]:

Please note: for Companies, Trusts, Partnerships, Associations and Co-Operative Applicants, please contact C2 Specialist Investments in addition to referring to Section 2.2 below for details of the information the Issuer must collect and verify in reference to the Application. If the individual section of the Application Form is completed in addition to other sections, then the applicant must provide the documents required for an individual applicant in addition to any others required.

#### Reliable and Independent Verification Documentation

Reliable and Independent Verification Documentation – Do not send originals, certified copies only			
Column [1] Primary Photographic (one proof required)	OR	Column [2] Primary Non-Photographic (one proof required)	AND Column [3] Secondary Identification (one proof required)
<input type="checkbox"/> Current photographic Australian driver's licence		<input type="checkbox"/> Birth certificate	<input type="checkbox"/> Commonwealth, State and Territory financial benefits notice (less than 12 months old)
<input type="checkbox"/> Current Australian passport #		<input type="checkbox"/> Commonwealth citizenship certificate	<input type="checkbox"/> ATO Tax notice (less than 12 months old)
<input type="checkbox"/> Current State or Territory photographic ID card		<input type="checkbox"/> Centrelink Pension card	<input type="checkbox"/> Local government body or utility provider notice (less than 3 months old) recording provision of services to the person at the address



<input type="checkbox"/> Current foreign passport*	<input type="checkbox"/> Health card issue by Centrelink	<input type="checkbox"/> Notice issued within the last 3 months by school principal for a person under 18, recording period of time person attended school and person's residential address
<input type="checkbox"/> Current ID card issued by a foreign government containing a photograph & signature*	<input type="checkbox"/> Foreign citizenship certificate or birth certificate*	
<input type="checkbox"/> Current foreign driver's licence with photograph & date of birth		

# A passport that expired within the two years prior to submitting the Application Form will also be accepted.

\* Documents that are written in a language that is not English must be accompanied by an English translation prepared by an accredited translator.

There is a wide range of persons who may certify an applicant's documents. A list is given below:

^Who may certify your documents as being a true and correct copy of the original		
<input type="checkbox"/> Legal Practitioner enrolled on the roll of the Supreme Court of a State or Territory, or the High Court of Australia	<input type="checkbox"/> An agent of the Australian Postal Corporation	<input type="checkbox"/> A finance company officer
<input type="checkbox"/> A Judge of a court CEO of a Commonwealth Court	<input type="checkbox"/> Permanent employee of a post office*	<input type="checkbox"/> Officer of or authorised representative of a holder of an Australian financial services licence*
<input type="checkbox"/> Registrar or deputy registrar of a court	<input type="checkbox"/> Australian Consular Officer or Diplomatic Officer	<input type="checkbox"/> A member of the Institute of Chartered Accountants in Australia, CPA or NIA membership*
<input type="checkbox"/> Justice of the Peace	<input type="checkbox"/> Financial institution officer/ employee of a bank*	
<input type="checkbox"/> Notary public		
<input type="checkbox"/> Police Officer		

\*Those persons marked with an asterisk \* are required to have two or more years of continuous service or membership.

The eligible certifier must include the following information:

- Their full name
- Address
- Telephone number
- The date of certifying
- Capacity in which they are eligible to certify, and
- An official stamp/seal if applicable

The certified copy must include the statement, "I certify this is a true copy of the original document".

For photographic documents, the certified copy must include the statement, "I certify this is a true copy of the original document and the photograph is a true likeness".

## 1.2 Non-individual investors

Different identification and verification requirements apply to prospective investors who are not individuals, such as companies, other bodies corporate, trusts; including partnerships, associations and registered co-operatives. Where applicable, applicants will need to give us:

**Australian Companies** – Any one of the following documents: a certified copy of the certification of registration or licence or other records of the relevant commonwealth, state or territory statutory regulator or a public document issued by the relevant company.

**Foreign Companies** – a certified copy of the certification of registration or licence or other records held by ASIC (if registered in Australia), registration document issued by the foreign registration body or Disclosure Certificate, or a public document issued by the company.

**Trusts & Trustees** - If the trust is a:

- Registered managed investment scheme or regulated trust
- any one of the following documents:
  - a certified copy; or
  - certified extract from the relevant regulator's website showing the full name of the trust, and that the trust is a registered scheme or regulated trust.

**Other trust type** - any one of the following documents: a certified copy or certified extract of the Trust Deed showing the name of the trust, reliable and independent documents relating to the trust or reliable and independent electronic data relating to the trust. This may include the following:

- A letter from a solicitor or qualified accountant that confirms the name of the trust;
- A notice issued by the Australian Tax Office within the last 12 months in relation to the trust Individual Trustee;
- Australian Company Trustee – a certified copy of the certification of registration.
- Australian Listed Company or majority owned subsidiary of an Australian Listed Company or is a regulated company - a certified copy of a public document issued by the relevant company.
- Foreign Company Trustee – copy or extract of the Trust Deed; reliable and independent documents relating to the trust or reliable and independent electronic data relating to the trust.

### **Partnerships, Associations, and Registered Cooperatives**

- partnership agreement or Australian Partnership Taxation Return or Australian State or Territory Business Names Search or Minutes of a partnership meeting or Disclosure Certificate; Rules or constitution of the association or minutes of meeting of the association or search of databases of ASIC or State, Territory or overseas body responsible for the incorporation of the association or reliable and independent documents relating to the trust or reliable and independent electronic data relating to the association; Register maintained by the cooperative or minutes of meeting of the co-operative or search of databases of ASIC or State, Territory or overseas body responsible for the registration of the co-operative or reliable and independent documents relating to the trust or reliable and independent electronic data relating to the cooperative.

**Important: If applicants need further information they may contact C2 Specialist Investments Pty Ltd to obtain details of the Issuer's identification and verification requirements as an AML/CTF Reporting Entity for each type of applicant.**



**Directory**

C2 Specialist Investments Pty Ltd  
Level 14, 109 Pitt 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