



## **C2 – GATEWAY – SERIES 41 – 49**

FOR WHOLESALE INVESTORS ONLY

8 FEBRUARY 2022

TERM SHEET PRODUCT DISCLOSURE STATEMENT TO BE READ IN CONJUNCTION  
WITH C2 GATEWAY DPA MASTER PDS DATED 25 MARCH 2020

### Important information

This Term Sheet PDS for C2 - Gateway - Series 41-49 Units dated 8 February 2022 supplements the C2 Gateway DPA Master PDS dated 25 March 2020 issued by C2 Specialist Investments Pty Ltd (**"the Issuer"**). This Term Sheet PDS together with the C2 Gateway DPA Master PDS (the **"Master PDS"**) constitutes the PDS for the Offer of the Series of C2 - Gateway - Series 41-49 Units (**"the Units"**) as described below.

This PDS is for the offer of an agreement to purchase the shares (**"Delivery Assets"**) specified in Section 2 "Term Sheet" of this Term Sheet Product Disclosure Statement (**"Term Sheet PDS"**) on certain terms including deferred delivery and entry into a Loan for the Investment Amount (**"the Offer"**). This Term Sheet PDS is dated 8 February 2022 and is issued by C2 Specialist Investments Pty Ltd (ACN 622 433 032) (**"the Issuer"**) and arranged by C2 Financial Services Pty Ltd (AFSL: 502171. ACN 621 428 635) (**"the Arranger"**) pursuant to Section 911A(2)(b) of the Corporations Act. Pursuant to Section 911A(2)(b), the Issuer will issue the Units in accordance with the offer made by the Arranger.

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

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

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

### Investments in the Units

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

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

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

### Australian Taxation Office Product Ruling PR 2020/2

Australian Taxation Office Product Ruling PR 2020/2 has been issued in relation to this PDS and confirms certain aspects of the tax treatment of an investment under this PDS. A copy is included in Section 4 of the Master PDS. The product ruling is only a ruling on the application of taxation law, and is only binding on the Australian Taxation Office if the scheme is implemented in the specific manner outlined in the product ruling.

**The Commissioner of Taxation (Commissioner) does not sanction, endorse or guarantee this product. Further, the Commissioner gives no assurance that the product is commercially viable, that charges are**

**reasonable, appropriate or represent industry norms, or that projected returns will be achieved or are reasonably based.**

**Potential participants must form their own view about the commercial and financial viability of the product. The Commissioner recommends you consult an independent financial (or other) adviser for such information.**

### Eligible investors and electronic PDS

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

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

### Updated information

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

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

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

### Making an investment

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

### Returns not guaranteed

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

### Superannuation fund investors

Superannuation funds may invest in Units in the Series. Superannuation fund investors should take note of the representations and warranties they make when investing – see clause 13.2 of the Terms in the Master PDS. Interest Loans are not available to superannuation fund (SMSF) Investors.

### Definitions

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

### Nature of the Units

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

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

### Reference Asset Disclaimers

### Series 41, 44 & 47 – Citi FlexiBeta ESG USD VT5 Index

Citi is a registered trademark and service mark of Citigroup Inc. or its affiliates and is used and registered throughout the world. C2 Gateway

– Series 41, 44 & 47 Units (the “Financial Product”) are not sponsored, endorsed, sold or promoted by Citigroup, and Citigroup makes no representation regarding the advisability of investing in such Financial Product. Citigroup gives no express or implied warranties, including, but not limited to, any warranties of merchantability or fitness for a particular purpose or use. In no event shall Citigroup be liable for any direct, indirect, special or consequential damages in connection with any use of the Citigroup data and information. None of Citigroup Global Markets Limited or its affiliates (“Citigroup”) acting in the capacity of index administrator (the “Index Administrator”) and/or index calculation agent (the “Index Calculation Agent”) in relation to the Citi FlexiBeta ESG USD VT5 Index (the “Index”) and any of their respective directors, officers, employees, representatives, delegates or agents (each, a “Relevant Person”) makes any express or implied representation or warranty as to (1) the advisability of purchasing the Units; (2) the level(s) of the Index at any particular time on any particular date; (3) the results to be obtained by any investor in the Financial Product or any other person or entity, from the use of the Index or any data included therein for any purpose; (4) the merchantability or fitness for a particular purpose of the Index; or (5) any other matter. Each Relevant Person hereby expressly disclaims, to the fullest extent permitted by applicable law, all warranties of accuracy, completeness, merchantability or fitness for a particular purpose with respect to the Index. No Relevant Person shall have any liability (direct or indirect, special, punitive, consequential or otherwise) to any person even if notified of the possibility of damages. Neither the Index Administrator nor the Index Calculation Agent is under any obligation to continue the calculation, publication and dissemination of the Index nor shall they have any liability for any errors, omissions, interruptions or delays relating to the Index. The Index Administrator and the Index Calculation Agent shall each act as principal and not as agent or fiduciary of any other person. During the normal course of its business, any Relevant Person may enter into or promote, offer or sell transactions or investments (structured or otherwise) linked to any Index and/or any of its constituents. In addition, any Relevant Person may have, or may have had, long or short principal positions and/or actively trade, by making markets to its clients, positions in or relating to any Index or any of its constituents, or may invest or engage in transactions with other persons, or on behalf of such persons relating to any of these items. Relevant Persons may also undertake hedging transactions related to the initiation or termination of financial products or transactions, which may adversely affect the market price, rate or other market factor(s) underlying any constituent or any Index. Relevant Persons may have an investment banking or other commercial relationship with and access to information from the issuer(s) of constituents. Such activity may or may not have an impact on the level of any Index, but potential investors and counterparties should be aware that a conflict of interest could arise where anyone is acting in more than one capacity, and such conflict may have an impact (either positive or negative) on the level of any Index. The Index is described in full in the Index Conditions which are available upon request. The Index is proprietary and confidential to the Index Administrator. No person may use the Index in any way or reproduce or disseminate information relating to the Index without the prior written consent of the Index Administrator. The Index is not in any way sponsored, endorsed or promoted by the issuer or sponsor, as applicable, of any of its constituents.

#### **Series 42, 45 & 48 - BNP Paribas Multi Asset Diversified 5 AUD Hedged Index**

C2 Gateway – Series 42, 45 & 48 are not sponsored, endorsed, sold or promoted by any of the BNP Paribas group of companies (“BNP Paribas”), nor does BNP Paribas have any association or relationship with the Issuer or the Units. BNP Paribas makes no representation regarding the advisability of investing in the Units. BNP Paribas gives no express or implied warranties, including, but not limited to, any warranties of merchantability or fitness for a particular purpose or use.

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 BNP Paribas in any way. BNP Paribas has no obligations or liabilities whatsoever in connection with the Units.

#### **Series 43, 46, 49 - DB Enhanced Smart Beta 4.5% TV AUD Hedged Index**

The C2 – Gateway – Series 43, 46, 49 are not sponsored, endorsed, sold or promoted by Deutsche Bank AG or any subsidiary or affiliate of Deutsche Bank AG, Deutsche Bank AG, London Branch or any platform operated by

Deutsche Bank AG or any subsidiary or affiliate of Deutsche Bank AG. The DB Enhanced Smart Beta 4.5% TV AUD Hedged Index (the “DB Index”) is the exclusive property of Deutsche Bank AG. “Deutsche Bank” and “Deutsche Bank AG”, “Deutsche Bank Global Markets” and “Deutsche Bank AG, London Branch” and “DB Enhanced Smart Beta 4.5% TV AUD Hedged Index” are service marks of Deutsche Bank AG and have been licensed for use for certain purposes by C2 Financial Group. None of Deutsche Bank AG, Deutsche Bank AG, London Branch, any affiliate of Deutsche Bank AG nor any other party involved in, or related to, making or compiling the DB Index (each a “DB Group Company”) makes any representation or warranty, express or implied, concerning the DB Index, the Product, the advisability of investing in the Product or in securities generally or as to the results obtained from the use of the DB Index. No member of the DB Group is under any obligation to initiate or continue the calculation, publication and dissemination of the DB Index. Other than to the extent required under any applicable law, regulation, principles or guidance, no DB Group Company has any obligation to take the needs of C2 Financial Group, the sponsor of the Product, its clients, any distributor of the Product or any holder of the Product into consideration in determining, composing or calculating the DB Index. No DB Group Company is responsible for or has participated in the determination of the timing of, prices at, quantities or valuation of the Product. No DB Group Company has any obligation or liability in connection with the issuance, distribution, administration, marketing or trading of the Product or use of the DB Index in relation to the Products. In addition, no DB Group Company has independently verified the information contained herein. No DB Group Company is responsible for the issue or content included in this Product Disclosure Statement. Accordingly, no representation, warranty or undertaking, express or implied, is made and no responsibility or liability is accepted by such entity as to the accuracy or completeness of the information contained herein.

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## 1: OVERVIEW

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

The Units in C2 – Gateway – Series 41 - 49 (“**Series 41 Units**”, “**Series 42 Units**”... and/or “**Series 49 Units**”, respectively) offer investors the ability to gain leveraged exposure to the performance of a choice of three multi asset, diversified indices.

Additionally, the C2 - Gateway - Series 41 - 49 Units offer:

- A short term, 6-month Investment.
- 3 different Issue Dates to choose from to suit Investors’ timing.
- The ability to borrow 100% of the Investment Amount via a Limited Recourse Investment Loan, at an Interest Rate of 7.40% p.a.
- An additional, optional, Interest Loan (to approved Investors), to fund a portion of the Prepaid Interest, up to the Interest Loan LVR, at an Interest Rate of 2.50% p.a. for the period defined in Section 2 “Term Sheet”.
- Potential Coupons:
  - A Fixed Coupon of 3.5% at Maturity (set off against any Interest Loan outstanding); plus
  - The potential for additional annual returns via a Performance Coupon at Maturity (set off against any Interest Loan outstanding).

A summary of the key features are as follows

	C2 Gateway – Series 41 – 49 Units		
Reference Asset	Series 41, 44, 47 Units	Citi FlexiBeta ESG USD VT5 Index	
	Series 42, 45, 48 Units	BNP Paribas Multi Asset Diversified 5 Index (AUD Hedged)	
	Series 43, 46, 49 Units	DB Enhanced Smart Beta 4.5% TV AUD Hedged Index	
Issue Dates	Series 41, 42 & 43 Units Series 44, 45 & 46 Units Series 47, 48 & 49 Units	1 March 2022 1 April 2022 29 April 2022	
Participation Rate	Series 41, 44, 47 Units	17.5% *	
	Series 42, 45, 48 Units	15% *	
	Series 43, 46, 49 Units	15% *	
Investment Term	Approximately 6 months		
Investment Loan	Yes. Borrow 100% of the Investment Amount		
Interest Rate	7.40% p.a.		
Interest Loan	Available to approved Investors to fund a portion of the Prepaid Interest, up to the Interest Loan LVR at an Interest Rate of 2.50% p.a.		
Interest Loan LVR	94%		
Fixed Coupons	3.50% at Maturity		
Potential Performance Coupon	Payable at maturity based on the performance of the relevant Reference Asset.		
	Series 41, 44, 47 Units	Citi FlexiBeta ESG USD VT5 Index	Capped at 0.525% (3% Performance Cap on Reference Asset, adjusted for the 17.5% Participation Rate).
	Series 42, 45, 48 Units	BNP Paribas Multi Asset Diversified 5 Index (AUD Hedged)	Uncapped (Adjusted for 15% Participation Rate)
	Series 43, 46, 49 Units	DB Enhanced Smart Beta 4.5% TV AUD Hedged Index	Uncapped (Adjusted for 15% Participation Rate)
Potential Performance Coupon Currency	AUD		
Settlement Currency	AUD		
Margin Calls	No		
SMSF Eligibility	Yes**		

\*As at the date of this Term Sheet PDS. Please refer to Participation Rate and Minimum Participation Rate in Section 2 for more information.

\*\*The Interest Loan is not available to SMSF Investors. Please refer to Section 2 for more information on the Interest Loan and Interest Loan LVR's.



## SECTION 2: TERM SHEET – C2 – GATEWAY – SERIES 41 – 49

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

Offer Opening Date	8 February 2022		
	<b>Series 41, 42 &amp; 43</b>	<b>Series 44, 45 &amp; 46</b>	<b>Series 47, 48 &amp; 49</b>
Offer Closing Date	26 February 2022	31 March 2022	28 April 2022
Application Payment Date	26 February 2022	31 March 2022	28 April 2022
Issue Date#	1 March 2022	1 April 2022	29 April 2022
Commencement Date for exposure to the Reference Asset#	7 March 2022	7 April 2022	6 May 2022
Maturity Date	30 August 2022	30 September 2022	28 October 2022
Fixed Coupon Determination Date*	30 August 2022	30 September 2022	28 October 2022
Performance Coupon Determination Date*	30 August 2022	30 September 2022	28 October 2022
Fixed Coupon and Performance Coupon Payment Date	10 Business Days after the relevant Coupon Determination Date or as soon as reasonably practicable thereafter as determined by the Issuer.  Fixed Coupons and Performance Coupons (if any) are subject to set off against any outstanding Interest Loan, Prepaid Interest that becomes due during the period between a Coupon Determination Date and the corresponding Coupon Payment Date.		
# or as soon as reasonably practicable thereafter as determined by the Issuer and as notified to you.			
*Note: The Fixed Coupon & Performance Coupon will first be set off against any outstanding Interest Loan and Prepaid Interest. Any surplus Fixed Coupon will be paid to Investors in a single payment at the same time as the Performance Coupon (if any) on the Performance Coupon Payment Date			
	<b>Series 41, 42 &amp; 43</b>	<b>Series 44, 45 &amp; 46</b>	<b>Series 47, 48 &amp; 49</b>
Prepaid Interest Periods for Investment Loan	1 March 2022 to 30 August 2022	1 April 2022 to 30 September 2022	29 April 2022 to 28 October 2022
Prepaid Interest Payment Dates (for Investment Loan)	26 February 2022	31 March 2022	29 April 2022
Interest Loan Periods for Interest Loan	1 March 2022 to 30 August 2022	1 April 2022 to 30 September 2022	29 April 2022 to 28 October 2022
Interest Loan Commencement Date	1 March 2022	1 April 2022	29 April 2022
Interest Loan Maturity Date	30 August 2022	30 September 2022	28 October 2022
Interest Loan Interest Payment Dates (for Interest Loan)	26 February 2022	31 March 2022	29 April 2022
Interest Loan LVR	94%	94%	94%
Buy-Back Dates	At the Issuer’s discretion. The Buy-Back Price will not ever be less than \$1.00 per Unit and will be applied to repay your Investment Loan first and then to repay any outstanding Interest Loan. Prepaid Interest or Interest Loan Interest already paid for the relevant Interest Period is not refundable. The Buy-Back Price will be calculated by reference to the portion of any Fixed Coupon payable for the relevant period (pro-rated), Performance Coupon payable (if any), Issuer’s hedge and/or other arrangements in relation to the Units as at the Buy-Back Date as determined by the Issuer in a commercially reasonable manner. The Buy-Back Price does not ascribe any value for potential future Performance Coupons or Fixed Coupons.  If an Investor’s Issuer Buy-Back Form is accepted, the Investor will not have any exposure to the Reference Asset after the Buy-Back Date and no further exposure to any Fixed Coupons, Performance Coupons, or any other returns from the Units. You will not have to pay any other fees, costs or interest in connection with an Issuer Buy-Back, however, if you have an Interest Loan, then you will be required to repay the outstanding amount on your Interest Loan from your own funds if there is insufficient funds from the Buy-Back Price.		

Settlement Date	10 Business Days after the Maturity Date, or such other date as determined by the Issuer in its discretion as is reasonably necessary for the Issuer to fulfil its obligations under the Terms.		
This Timeline is indicative only. The Issuer may, in its discretion, extend or shorten the Initial 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 (for example the Maturity Date or a Coupon Date). The Issuer may also bring forward or defer the Commencement Date for a Series, in which case the Maturity Date and other consequential dates for the Series may vary. If the Issuer varies the Initial Offer Period, the Commencement Date, Maturity Date or other dates for a Series, it will notify investors via the Confirmation Notice. If a date set out in the table above is not a Business Day, then the relevant date will be the next following Business Day.			
The Commencement Date is the date from which Units in relation to which Applications accepted during the Initial Offer Period will have exposure to the relevant Reference Basket. In relation to the Initial Offer Period, Units may be issued on or before the Commencement Date.			
Reference Asset	Reference Asset	Published	Bloomberg Code
Series 41, 44 & 47	Citi Flexibeta ESG USD VT5 Index	Bloomberg And <a href="https://investmentstrategies.citi.com/cis-home">https://investmentstrategies.citi.com/cis-home</a>	CIXBFE5U:Index
Series 42, 45 & 48	BNP Paribas Multi Asset Diversified 5 Index (AUD Hedged)	Bloomberg And <a href="https://marketing-indx.bnpparibas.com/mad5-aud/">https://marketing-indx.bnpparibas.com/mad5-aud/</a>	BNPIMD5A:IND
Series 43, 46 & 49	DB Enhanced Smart Beta 4.5% TV AUD Hedged Index	Bloomberg And <a href="https://index.db.com/dbiqweb2/home.do?redirect=productpagelist">https://index.db.com/dbiqweb2/home.do?redirect=productpagelist</a>	DBACEB45:Index
Issue Price	\$1.00 per Unit		
Investment Loan Amount	\$1.00 per Unit		
Investment Loan	100% Limited Recourse Loan.		
Interest Rate & Prepaid Interest	<p>The Interest Rate in respect of the Investment Loan is 7.40% p.a.</p> <p>The Prepaid Interest per Unit due for a Prepaid Interest Period is calculated as:</p> <p>Prepaid Interest = Interest Rate x Prepaid Interest Period Days/365 x \$1.00</p> <p>Where: Prepaid Interest Period Days is the days in the relevant Prepaid Interest Period.</p> <p>For example, for Series 41 the Prepaid Interest Period is from 1 March 2022 to 30 August 2022, so there would be 183 days in the period.</p> <p>Therefore, the Prepaid Interest payable for Series 41 would be calculated as:</p> <p>Prepaid Interest = 7.40% x 183/365 x \$1.00 = \$0.037101 per Unit</p> <p>For an Investor holding 1,000,000 Units, the Prepaid Interest for Series 41 would be \$37,101 and must be paid to the Issuer by the relevant Prepaid Interest Payment Date. Prepaid Interest payable for each other Series would be calculated in the same way, using the applicable Prepaid Interest Period.</p> <p>Investors must pay the Prepaid Interest owing by the relevant Prepaid Interest Payment Date in order to be issued Units.</p>		

Interest Loan	<p>Available to approved Investors for the purposes of funding a portion of the Prepaid Interest obligation for the relevant Interest Loan Period.</p> <p>The principal amount for an Interest Loan will be equal to the Prepaid Interest due for the Interest Period multiplied by the Interest Loan LVR.</p> <p>Interest Loan = Prepaid Interest x Interest Loan LVR</p> <p>For example, the Investor in the previous example owes \$37,101 in Prepaid Interest and wishes to use the Interest Loan. The Interest Loan LVR for the First Interest Loan Period is 94%.</p> $\begin{aligned}\text{Interest Loan} &= \$37,101 \times 94\% \\ &= \$34,875\end{aligned}$ <p>The Investor could borrow \$34,875 of the \$37,101 Prepaid Interest due. They would be required to pay the \$2,226 balance of the Prepaid Interest plus Interest Loan Interest as calculated below at the Interest Loan Interest Payment Date.</p> <p>Investors using an Interest Loan are required to prepay Interest on the Interest Loan upfront at the Interest Loan Interest Payment Date, and the Interest Loan is required to be repaid by the relevant Interest Loan Maturity Date.</p> <p>The Interest Rate in respect of each Interest Loan is 2.50% p.a.</p> <p>The Interest Loan Interest is calculated as:</p> $\text{Interest Loan Interest} = \text{Interest Loan Principal} \times (\text{Interest Rate} \times \text{Interest Loan Period Days} / 365)$ <p>Where: Interest Loan Period Days is the number of days from the Interest Loan Commencement Date to the Interest Loan Maturity Date</p> <p>For example, the Interest due on the Interest Loan calculated above for Units in Series 41 for the period 1 March 2022 to 30 August 2022 where Interest Loan Period Days is equal to 183, would be calculated as:</p> $\begin{aligned}\text{Interest Loan Interest due} &= \$34,875 \times 2.50\% \times 183 / 365 \\ &= \$437\end{aligned}$ <p>Investors would be required to prepay this amount upfront plus the balance of the Prepaid Interest not funded by the Interest Loan at the relevant Interest Loan Interest Payment Date. For the example above, the Investor's total amount payable at the Interest Loan Interest Payment Date for the First Interest Loan Period would be \$2,663 (calculated as \$2,226 plus \$437).</p> <p>Each Interest Loan in respect of an Interest Loan Period is required to be repaid on the relevant Interest Loan Maturity Date.</p> <p>Interest Loan Interest payable for Series 42-49 would be calculated in the same way, using the applicable Interest Loan Period. Calculations in this example have been rounded to the nearest whole number for simplicity.</p>
Fixed Coupons	<p>The Units will pay Investors a Fixed Coupon of 3.5% at Maturity regardless of the performance of the Reference Asset. The Fixed Coupon will first be set off against any Interest Loan outstanding. As such, Investors will generally only receive a partial payment of the Fixed Coupon into their bank account where they have an Interest Loan.</p>

Potential Performance Coupon at Maturity	<p>The Units offer the potential for a Performance Coupon at Maturity. Performance Coupons are calculated on the Performance Coupon Determination Date and are based on the performance of the relevant Reference Asset during the relevant Investment Term. (Note, the Performance Coupon is capped at 0.525% for Series 41, 44 &amp; 47 (Citi FlexiBeta ESG USD VT5 Index), being a 3% Performance Cap on the Reference Asset, adjusted for the 17.5% Participation Rate).</p> <p><b>Performance Coupon (per Unit)</b> = <math>\text{Max} (0, (\text{Participation Rate} \times \text{Min} (\text{Performance Cap}, (\text{Reference Asset Ending Level} / \text{Reference Asset Starting Level} - 1))))</math></p> <p>Where:</p> <p><b>Participation Rate</b> is the Participation Rate for the relevant Series.</p> <p><b>Reference Asset Starting Level</b> is the Reference Asset Closing Price at the Commencement Date.</p> <p><b>Reference Asset Ending Level</b> is the Reference Asset Closing Price at the Performance Coupon Determination Date.</p> <p><b>Performance Cap</b> is a cap on the performance of the Reference Asset:</p> <ul style="list-style-type: none"> <li>• 3% for Series 41, 44, 47 Units (Citi FlexiBeta ESG USD VT5 Index)</li> <li>• N/A for Series 42, 45, 48 Units (BNP Paribas Multi Asset Diversified 5 Index (AUD Hedged))</li> <li>• N/A for Series 43, 46, 49 Units DB Enhanced Smart Beta 4.5% TV AUD Hedged Index</li> </ul> <p><b>Example of a Performance Coupon with Performance Cap (Series 41, 44, 47 Units)</b></p> <p>For example, assuming for Series 41, the Participation Rate was 17.5%, the Performance Cap is 3% and the Citi FlexiBeta ESG USD VT5 Index was 150.0 on the Commencement Date, and 155.0 on the Performance Coupon Determination Date, then the Performance Coupon would be calculated as</p> $\begin{aligned} \text{Performance Coupon} &= \text{Max} (0, (17.5\% \times (\text{Min} (3\%, (155 / 150 - 1)))) \\ &= \text{Max} (0, 17.5\% \times \text{Min} (3\%, 3.3333\%)) \\ &= \text{Max} (0, 17.5\% \times 3\%) \\ &= 0.525\% \text{ or } \$0.00525 \text{ per Unit.} \end{aligned}$ <p><b>Example of a Performance Coupon without a Performance Cap (Series 42, 43, 45, 46, 48, 49 Units)</b></p> <p>For example, assuming for Series 42, the Participation Rate was 15.0%, no Performance Cap is applicable and the BNP Paribas Multi Asset Diversified 5 Index (AUD Hedged) was 270 on the Commencement Date, and 280 on the Performance Coupon Determination Date, then the Performance Coupon would be calculated as</p> $\begin{aligned} \text{Performance Coupon} &= \text{Max} (0, (15.0\% \times (\text{Min} (\text{N/A}, (280 / 270 - 1)))) \\ &= \text{Max} (0, 15.0\% \times \text{Min} (\text{N/A}, 3.7037\%)) \\ &= \text{Max} (0, 15.0\% \times 3.7037\%) \\ &= 0.55556\% \text{ or } \$0.0055556 \text{ per Unit.} \end{aligned}$
Performance Coupon Cap	<p>Only applicable to Units in Series 41, 44 &amp; 47 (Citi FlexiBeta ESG USD VT5 Index).</p> <p>0.525% (the Performance Cap adjusted for the 17.5% Participation Rate). This means the maximum Performance Coupon payable in respect of Series 41, 44 &amp; 47 is \$0.00525 per Unit.</p> <p>Performance Cap x Participation Rate</p> $\begin{aligned} &= 3\% \times 17.5\% \\ &= 0.525\% \end{aligned}$ <p>The Performance Coupon Cap may vary if the Participation Rate varies (see Participation Rate and Minimum Participation Rate below).</p> <p>The Performance Cap refers to the absolute performance of the Reference Assets, and is not calculated based on the per annum return. The Performance Cap of 3% is approximately equal to 6% per annum.</p>



Reference Asset Closing Price	The closing price of the relevant Reference Asset as published by the administrator of the Reference Asset (or their agent) on any scheduled Business Day.
Participation Rate	<p>17.5% for Series 41, 44 &amp; 47 15.0% for Series 42, 45 &amp; 48 15.0% for Series 43, 46 &amp; 49</p> <p>This is the value for the Participation Rate expected to apply as at the date of this Term Sheet PDS. The Participation Rate for each Series may differ from Series to Series. The Issuer may vary the Participation Rate for any particular Series by any amount at any time prior to the Commencement Date, provided the Participation Rate is not less than the Minimum Participation Rate. The Participation Rate may vary depending on the Issuer's costs of hedging but will not be less than the Minimum Participation Rate.</p>
Minimum Participation Rate	<p>15.5% for Series 41, 44, 47 13.5% for Series 42, 45, 48 13.5% for Series 43, 46, 49</p> <p>The Issuer will not proceed with the Issue of the Units if the Participation Rate cannot be set above the Minimum Participation Rate for a Series. The value of the Participation Rate at the Commencement Date will be confirmed in the Confirmation Notice.</p>
Final Value	\$1.00 per Unit on the Maturity Date.
Listing	The Units will not be listed or displayed on any securities exchange.
Currency Exposure	Australian Dollars
Minimum Investment Amount	4,000,000 Units (which may be split across different Series where those Series share a Commencement Date (e.g. Series 41 & 43)) at the Issue Price of \$1.00 per Unit (or at the Issuer's discretion)
Withdrawal of the Units	If the Issuer is unable to achieve the economic exposure described in this PDS on the Commencement Date due to any condition set out in this PDS not being satisfied (e.g. the Issuer being unable to hedge its obligations), or otherwise determines not to proceed with the issue for any reason, then the Issuer will terminate any Units already issued, and return the Prepaid Interest and Interest Loan Interest without interest. The Investment Loan and any Interest Loan will be terminated and no drawdown will be made.
Lead Distributor	C2 Investments Pty Ltd (ACN 622 251 576, corporate authorised representative of AFSL: 502171)
Issuer and Lender	C2 Specialist Investments Pty Ltd (ACN 622 433 032)
Arranger	C2 Financial Services Pty Ltd (AFSL: 502171. ACN 621 428 635)
Security Trustee	C2 Nominees Pty Ltd (ACN 624 366 981)
Registrar	Registry Direct Ltd (ACN 160 181 840)
Minimum Buy-Back Amount	10,000 Units per Series providing Investors continue to hold at least 10,000 Units in the relevant Series. In the event that an Investor makes an Issuer Buy-Back Request which would result in the Investor holding less than 10,000 Units in a particular Series, then the Issuer will notify the Investor that it will hold less than 10,000 Units and seek the Investor's instruction whether to buy back the Investor's entire holding in that Series or reject the request.
Minimum Early Maturity Value, Termination Payment and Buy-Back Price	<p>\$1.00</p> <p>If the Units mature early for any reason, you will receive a minimum Early Maturity Value of at least \$1.00 per Unit which will first be applied to your Investment Loan and then to any Interest Loan. You will not have to pay any other fees, costs or interest.</p> <p>Investors will not be entitled to a refund of any Prepaid Interest paid in relation to the Units and will not be entitled to any further Coupons or payment of the Final Value (as the Final Value of \$1.00 will be used to pay off your Investment Loan and Interest Loan (if applicable)). Please refer to Section 1.11 "Early Maturity" of the Master PDS for more information on when the Units can mature early.</p>

Beneficial Interest	The Beneficial Interest in a Portion of the Delivery Asset held for each Unit an Investor holds. The Beneficial Interest will be set out in the Confirmation Notice sent to Investors and is a feature of the product designed to ensure the Units are a “security” under the Corporations Act.
Delivery Asset	<p>Telstra Corporation (TLS.AU).</p> <p>On Maturity, the Issuer intends to deliver a parcel equal in value to the Final Value per Unit multiplied by the number of Units held by an Investor (“<b>Delivery Parcel</b>”) containing ordinary shares in Telstra Corporation (ASX Code: TLS, website: <a href="http://www.telstra.com.au">www.telstra.com.au</a>) (“<b>Delivery Asset</b>”).</p> <p>You should be aware that the Issuer can change or substitute the Delivery Asset in certain circumstances, and you should take this into account when considering whether to invest in the Units.</p>
Agency Sale Option	Available. Please refer to Clause 4.4 of Section 6 “Terms of the Deferred Purchase Agreement” in the Master PDS.
Fees	<p>The following Fees may be payable in respect of the Units.</p> <p><b>Upfront Adviser Fee (if any):</b> You may nominate an Upfront Adviser Fee to be paid to your Adviser in the Application Form attached to this Term Sheet PDS. The Issuer will collect any Upfront Adviser Fee nominated on the Application Form on the first Prepaid Interest Payment Date and pay it to your Adviser in accordance with the terms of this PDS.</p> <p>Investors may incur external fees from third parties in connection with the Units, such as bank transfer fees.</p>
Key Risks	<p>Key risks include:</p> <ul style="list-style-type: none"> <li>• Your return (including any Performance Coupons but excluding the Fixed Coupons) is affected by the performance of the relevant Reference Asset during the Investment Term. There is no guarantee that the Reference Asset will perform well.</li> <li>• There will be no Performance Coupon payable if the performance of the relevant Reference Asset during an Investment Term is negative as calculated at the relevant Performance Coupon Determination Date.</li> <li>• The Units will have a Participation Rate that is significantly less than 100%. A Participation Rate of less than 100% means that the Investors will receive only a percentage of any positive performance of the Reference Asset. The Participation Rate for Series 41-49 may differ from each other. Investors need to take into account the relevant Participation Rate and how it may impact future performance to ensure they are comfortable with the potential returns.</li> <li>• The maximum exposure of the Units in Series 41, 44 &amp; 47 to the performance of the relevant Reference Asset is 3% (prior to further adjustment by the Participation Rate). This means that the return to Investors will not increase for any increase in the value of the Reference Asset during the Investment Term which is above 3%. Investors need to take into account this performance cap and how it may impact future performance of the Units to ensure they are comfortable with the potential returns.</li> <li>• There is no guarantee that the Units will generate returns in excess of the Prepaid Interest, any Interest Loan Interest and Upfront Adviser Fee (if any) during the Investment Term and you could lose some or all of your Prepaid Interest, any Interest Loan Interest and Upfront Adviser Fee paid during the Investment Term. Additionally, in the event of an Investor requested Issuer Buy-Back or Early Maturity Event, you will not receive a refund of your Prepaid Interest, any Interest Loan Interest, Upfront Adviser Fee (if any), nor will you be entitled to any future Fixed Coupons or Performance Coupon, and you will continue to be liable for any outstanding Interest Loan.</li> <li>• Gains (and losses) may be magnified by the use of a 100% Investment Loan. However, please note that the Investment Loan is a limited recourse loan, so, in respect of the Investment Loan, you will never lose more than the Prepaid Interest (and Interest Loan Interest, if applicable).</li> </ul>

	<ul style="list-style-type: none"> <li>• For Investors who use the Interest Loan to fund the Prepaid Interest, please note that this loan is a full recourse loan. If there is a shortfall on the Investor making repayments on this Interest Loan, then the investor will need to repay outstanding amounts from their own funds and the Lender may elect to enforce the Investor Security Deed in respect of the Investor's Units if the Investor defaults under the Loan Agreement.</li> <li>• Investors are subject to counterparty credit risk with respect to the Issuer and the Hedge Counterparties.</li> <li>• The Units may mature early following an Early Maturity Event, including an Adjustment Event, Market Disruption Event or if the Issuer accepts your request for an Issuer Buy-Back.</li> <li>• For Investors who use the Interest Loan, the Investor will continue to have a liability to the Lender in the event of an Early Maturity Event or an Issuer Buy-Back where the Early Maturity Value or Buy-Back Price is not sufficient to repay both the Investment Loan and Interest Loan.</li> </ul> <p>Please refer to Section 2 "Risks" of the Master PDS for a more comprehensive overview of the Risks. Also refer to the Reference Asset websites for more information on specific risks related to the Reference Assets:</p> <p><b>Series 41, 44 &amp; 47</b>  <a href="https://investmentstrategies.citi.com/cis-home">https://investmentstrategies.citi.com/cis-home</a></p> <p><b>Series 42, 45 &amp; 48</b>  <a href="https://marketing-indx.bnpparibas.com/mad5-aud/">https://marketing-indx.bnpparibas.com/mad5-aud/</a></p> <p><b>Series 43, 46 &amp; 49</b>  <a href="https://index.db.com/dbiqweb2/home.do?redirect=productpagelist">https://index.db.com/dbiqweb2/home.do?redirect=productpagelist</a></p>
Derivatives	<p>The Issuer obtains exposure to the relevant Reference Asset through the use of derivatives (or securities, such as notes) rather than a direct investment in the Reference Asset or securities comprising the Reference Asset.</p>
Taxation	<p>Australian Taxation Office Product Ruling PR 2020/2 has been issued in relation to this PDS and confirms certain aspects of the tax treatment of an investment under this PDS. A copy is included in Section 4 "Taxation" of the Master PDS. The product ruling is only a ruling on the application of taxation law, and is only binding on the Australian Taxation Office if the scheme is implemented in the specific manner outlined in the product ruling.</p> <p><b>The Commissioner of Taxation (Commissioner) does not sanction, endorse or guarantee this product. Further, the Commissioner gives no assurance that the product is commercially viable, that charges are reasonable, appropriate or represent industry norms, or that projected returns will be achieved or are reasonably based.</b></p> <p>Potential participants must form their own view about the commercial and financial viability of the product. The Commissioner recommends you consult an independent financial (or other) adviser for such information. Please refer to Section 4 "Taxation" of the Master PDS.</p>

#### Applications and issue of Units

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

The C2 - Gateway - Series 41 - 49 Units will only be issued at the discretion of the Issuer, and applications may be accepted or rejected at the discretion of the Issuer. Without limiting its discretion, the Issuer may choose not to proceed with the issue of the Units for a Series and terminate the product for those Units already issued for any reason whatsoever, including (without limitation) if there is a significant change in the Issuer's cost of hedging between the date of this PDS and the Commencement Date. Where the Issuer has not received the Prepaid Interest directly or Interest Loan Interest or Upfront Adviser Fee (if any) in respect of a Unit(s) from the Investor by the Application Payment Date, the Issuer will cancel the Units relating to the unpaid amounts and will arrange for the Investors name to be removed from the register of Unitholders. Where an Investor has applied for the Interest Loan and been approved by the Lender, if the Investor has not repaid the Interest Loan and paid any Upfront Adviser Fee (if any) by the relevant Interest Loan Maturity Date, the Issuer will enforce its rights under the Investor Security Deed relating to the unpaid amounts.

If a decision is made for any reason not to issue, or not to proceed with the issue of some or all of the Units in C2 - Gateway - Series 41 - 49 Units, the Issuer will return the Prepaid Interest and any Interest Loan Interest and Upfront Adviser Fee (if any), that have been paid upfront, to applicants (without interest) within 10 Business Days of the scheduled Commencement Date and any Units already issued will be terminated and the Investment Loan will be terminated and no drawdown made. If a drawdown has been made in respect of the Interest Loan, the Prepaid Interest to be returned to the Investor will be first set off against any outstanding Interest Loan Amount, otherwise, if no drawdown has been made, the Interest Loan will be terminated and no drawdown made.

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

## SECTION 3: FURTHER INFORMATION ON THE REFERENCE ASSETS & HISTORICAL PERFORMANCE

The following section has been provided to give investor further information regarding the Reference Assets for Series 41 - 49. Investors should refer to the relevant Reference Asset websites for a comprehensive overview of the indices and associated risks.

Historical information for the Reference Assets has been provided by the Issuer to potential investors for educational purposes only, to show investors the history of the Reference Assets.

### Limitations of Back-Tested Performance Information

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

- (a) the hypothetical back-tested performance assumed that there were no market disruption events and no extraordinary events affecting Reference Asset constituents;
- (b) the hypothetical back-tested performance may include proxies for index constituents that were not in existence during all or some of the back-tested period; and
- (c) the hypothetical back-tested performance might look different if it covered a different historical period.

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

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

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

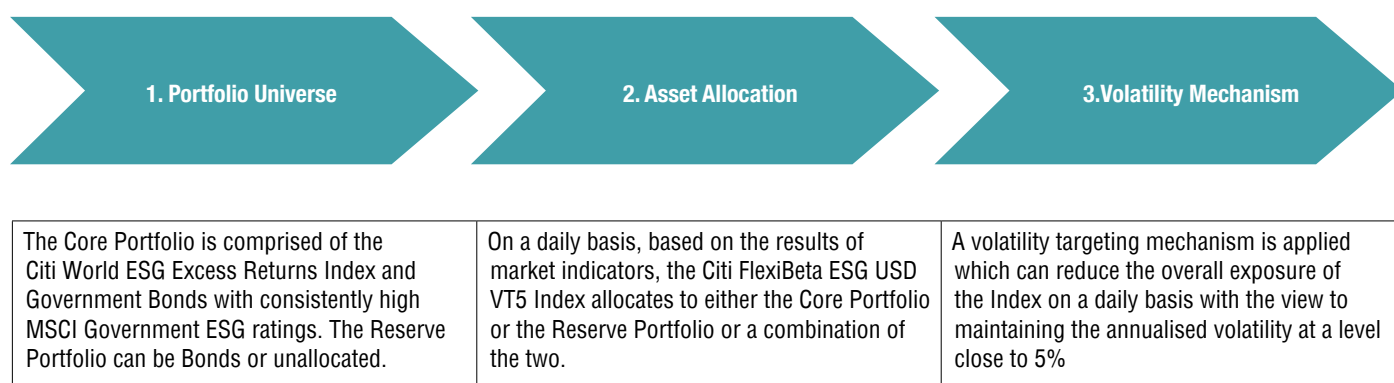
The respective issuer of each Reference Asset provided the back testing data of the relevant Reference Asset as published on the relevant websites (as described in the following section). Calculations of 6 month returns and Performance Coupons in the following section have been conducted by the Issuer of the Units using this publicly available information.

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

### Series 41, 44 & 47 – Citi FlexiBeta ESG USD VT5 Index

The Citi FlexiBeta ESG USD VT5 Index is published by Citigroup Global Markets Limited ("Citi") and offers exposure to a ESG aligned core portfolio of global assets including equities and bonds. The portfolio is adjusted algorithmically by Citi according to market trends and the Citi Global Macro Risk Indicator.

#### The Reference Asset: Citi FlexiBeta ESG USD VT5 Index Methodology



## Constituents of the Core Asset and the Reserve Asset

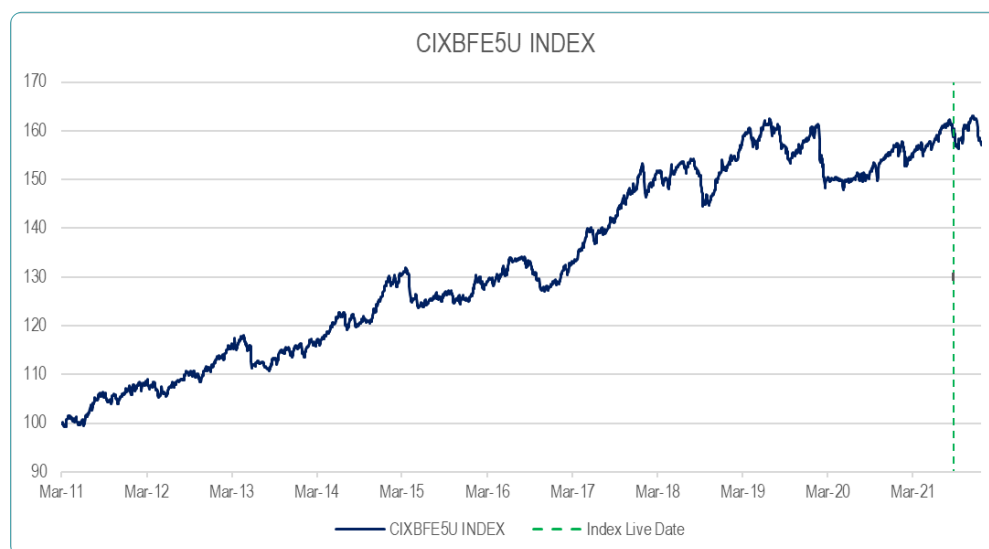
Group	Component	Weight	ESG Component Criteria / Current Ratings
<b>Core Portfolio</b>			
ESG Equity	Citi World ESG Excess Return Index*	60%	Apply standard exclusions and highly selective ESG criteria
Government Bonds (Countries with consistently high MSCI Government ESG Rating)	Citi IR 10Y US Treasury Future Market Tracker Index	10%	US MSCI ESG Rating <sup>2</sup> : A
	Citi IR 10Y JGB Futures Market Tracker Index	10%	Japan MSCI ESG Rating <sup>2</sup> : A
	Citi IR Bund Future Market Tracker Index	10%	Germany MSCI ESG Rating <sup>2</sup> : AA
	Citi IR 10Y AU Treasury Futures Market Tracker Index	10%	Australia MSCI ESG Rating <sup>2</sup> : AA
<b>Reserve Portfolio</b>			
Government Bonds	Citi IR 10Y US Treasury Future Market Tracker Index	25%	US MSCI ESG Rating <sup>2</sup> : A
	Citi IR 10Y JGB Futures Market Tracker Index	25%	Japan MSCI ESG Rating <sup>2</sup> : A
	Citi IR Bund Future Market Tracker Index	25%	Germany MSCI ESG Rating <sup>2</sup> : AA
	Citi IR 10Y AU Treasury Futures Market Tracker Index	25%	Australia MSCI ESG Rating <sup>2</sup> : AA

For more information on this Reference Asset for Series 41, 44 & 47 Units and the Reference Asset's methodology, you can visit <https://investmentstrategies.citi.com/cis-home>

## PAST PERFORMANCE

The Reference Asset has been live since 21 September 2021. Back tested data is used for the period prior (30 March 2011 to 20 September 2021). All available data as published by the Reference Asset issuer has been included.

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







### Historical Annualised Returns

	1 year*	Since Live Date*	3 year*	5 year*	Since 2003*
Citi FlexiBeta ESG USD VT5 Index x	1.19%p.a	-0.64%p.a	1.34%p.a	4.18%p.a	4.37%p.a

\*Live data only

# Live data from 21 September 2021 to 12 January 2022, back tested data 30 March 2011 to 20 September 2021 using all available data as published by the Reference Asset issuer.

### Historical 6 Month Total Return Back Tests.

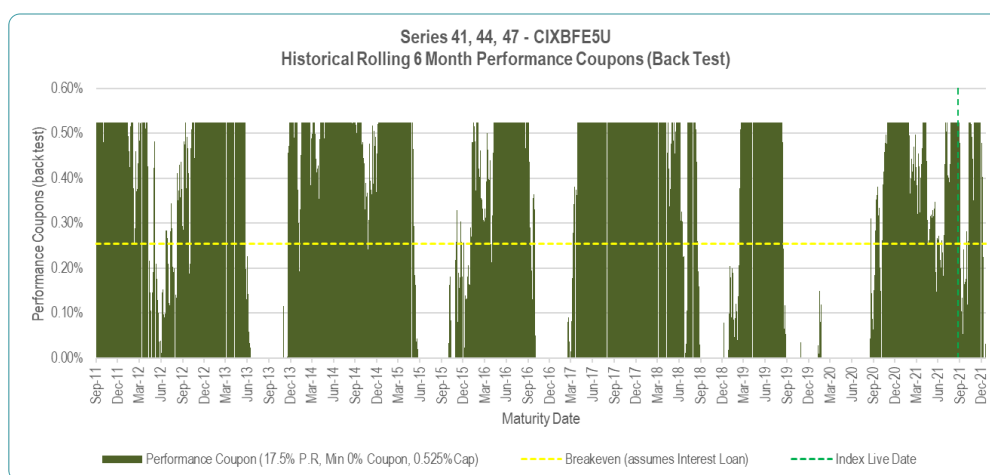
The following back tests are provided to show how a 6-month investment with the features offered under this Term Sheet PDS for Series 41, 44 & 47 may have performed based on daily rolling 6 month periods\* with rolling 6 month Maturity Dates\* for the period 30 March 2011 to 12 January 2022. A total of 2,605 6-month back tests were run. The results are not actual returns as the Units were not available at the time, nor was the Reference Asset available for the full period of the back test. The back tests have been provided for potential Investors to help assist with their investment research and is not an indicator of likely future performance. Investors should perform their own independent analysis.

Citi Flexibeta ESG USD VT5 Index	6 Month Performance of Reference Asset*	Total Performance Coupons adjusted for Performance Cap and 17.5% Participation Rate**	Net Return on Cash Outlay over Investment Term#
Average	2.25%	0.32%	26.34%
Median	2.69%	0.45%	76.19%
Minimum	-7.11%	0.00%	-100.00%
Maximum	10.46%	0.525%	106.82%

\* 6 months is approximate and used to closely match the proposed Commencement Date to Performance Coupon Dates of the Units.

\*\* Performance Coupons on the Units cannot be negative and Performance Coupons are capped at 0.525% (Reference Asset Performance Cap of 3% x 17.5% Participation Rate)

# Cash outlay is the Prepaid Interest and Interest Loan Interest (assumes the Investor used an Interest Loan), less Fixed Coupons (total of 0.25385% of the Investment Amount). Refer to Section 4 "Worked Examples" for calculations. Ignores tax.



Source: Bloomberg/Citi/C2. Past performance is not a reliable indicator of future performance. Data for all charts, graphs and tables related to the Citi FlexiBeta ESG USD VT5 Index are as at 12 January 2022. Back tested past performance data from 19 January 2012 to 20 September 2021. Live performance since 21 September 2021. Back tested and live past performance data are provided for illustrative purposes only. Back tested and live past performance data should not be regarded as an indication of future results. Performance takes into account deductions for fees and/or costs as specified in the Reference Asset's index methodology. Further details are available at the Reference Asset website at <https://investmentstrategies.citi.com/cis-home>

## Series 42, 45, 48 BNP Multi Asset Diversified 5 Index (AUD Hedged)

The BNP Paribas Multi Asset Diversified 5 Index (AUD Hedged) ("BNPP MAD 5 Index") rules-based index sponsored by BNP Paribas comprised of eight components – three equity futures indices, three bond futures indices and two commodity indices (the "Hypothetical Portfolio").

Equity Futures Indices	BNP Paribas US Equity Futures Index
	BNP Paribas Eurozone Equity Futures Index
	BNP Paribas Japan Equity Futures Index
Commodity Indices	Bloomberg Commodity ex-Agriculture and Livestock Capped Index
	S&P GSCI Gold Index Excess Return
Bond Futures Indices	BNP Paribas USD 10Y Futures Index
	BNP Paribas EUR 10Y Futures Index
	BNP Paribas JPY 10Y Futures Index

BNPP MAD 5 Index seeks to measure the value of a hypothetical exposure to a range of asset classes and geographic regions based on momentum investing principles.

On a daily basis, BNPP MAD 5 Index determines weights of its components, using a rules-based methodology which seeks to identify weights for the components that would have resulted in the hypothetical portfolio with the highest return subject to a certain level of volatility. On any given day, this methodology will allocate a greater percentage of the BNPP MAD 5 Index towards components of the Hypothetical Portfolio that would have resulted in the Hypothetical Portfolio with the highest past returns subject to a certain level of volatility and weighting constraints.

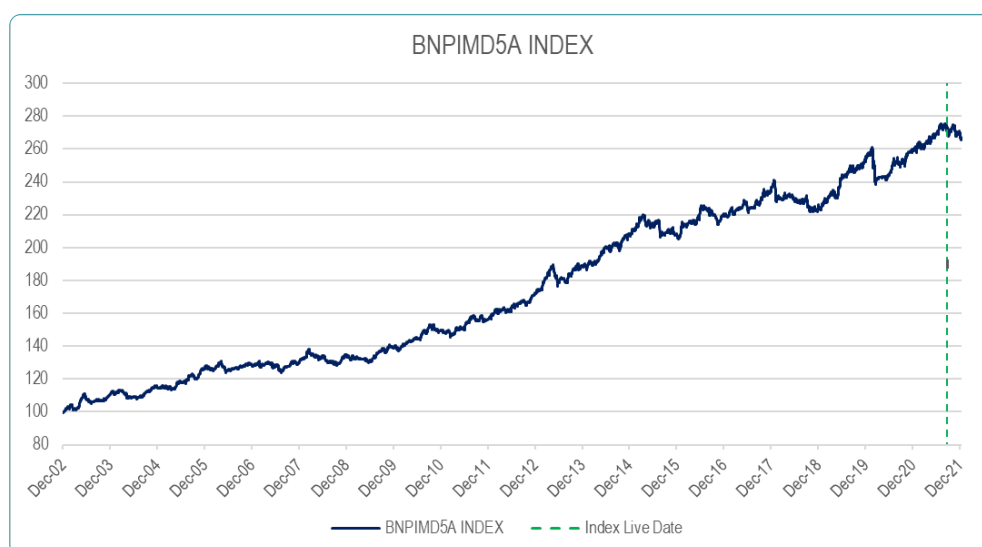
BNPP MAD 5 Index also includes an additional risk control mechanism which seeks to maintain its short-term volatility at the volatility target of 5% on a daily basis. This mechanism adds a further layer of volatility control to the value of the hypothetical portfolio with the goal of reducing volatility during unstable and unpredictable market periods.

For more information on about this Reference Asset for Series 42, 45 & 48 and the Reference Asset's methodology, please visit <https://marketing-indx.bnpparibas.com/mad5-aud/>

### PAST PERFORMANCE

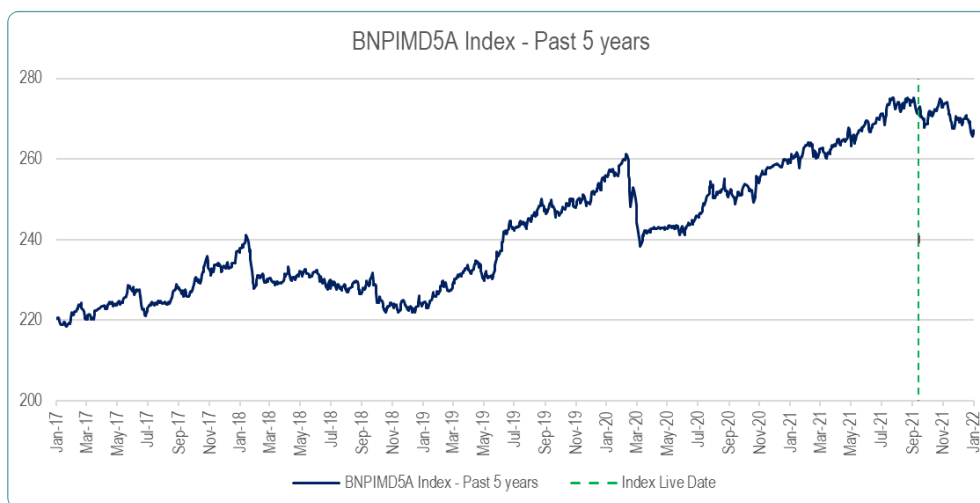
The Reference Asset has been live since 24 September 2021. Back tested data is used for the period prior (31 December 2002 to 23 September 2021). All available data as published by the Reference Asset issuer has been included.

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



\*Computed based on a trend indicator that compares current component level to past component level over a 1 year period.

\*The components maximum weights are as follows: Each Equity Futures Index 25%, each Bond Futures Index 50%, and each Commodity Index 25%. Leverage is allowed and the cost of borrowing is zero. The sum of all weights is capped at 200% and floored at 0%. Minimum weight is 0% for each component. On a daily basis the absolute change in weight for each component cannot be greater than 5%.



### Historical Annualised Returns

	1 year*	Since Live Date*	3 year*	5 year*	Since 2002*
BNP Paribas Multi Asset Diversified 5 Index (AUD Hedged)	3.04%p.a	-6.47%p.a	5.98%p.a	3.89%p.a	5.29%p.a

\*Live data only

# Live data from 24 September 2021 to 12 January 2022, Back tested data 31 December 2002 to 23 September 2021 using all available data as published by the Reference Asset issuer.

### Historical 6 Month Return Back Tests.

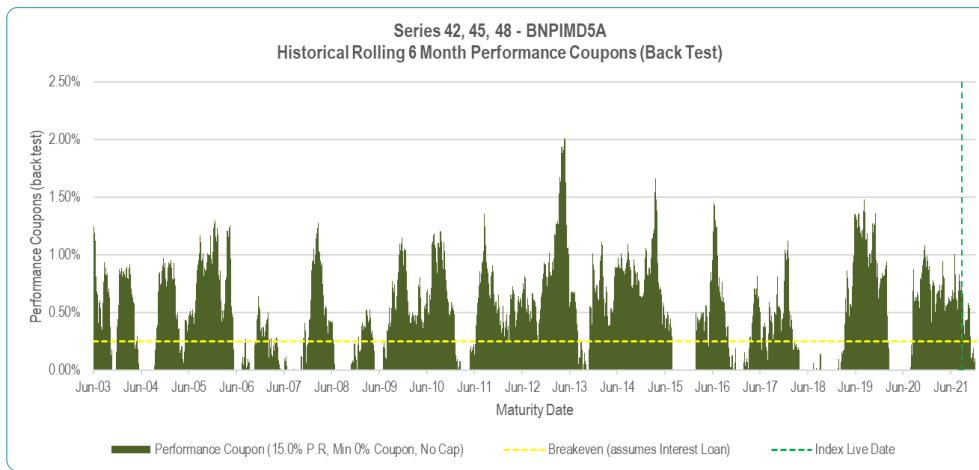
The following back tests are provided to show how a 6-month investment with the features offered under this Term Sheet PDS for Series 42, 45 & 48 Units may have performed based on daily rolling 6 month periods\* with rolling 6 month Maturity Dates\* for the period 31 December 2002 to 12 January 2022. A total of 4,838 6-month back tests were run. The results are not actual returns as the Units were not available at the time, nor was the Reference Asset available for the full period of the back test. The back tests have been provided for potential investors to help assist with their investment research and is not an indicator of likely future performance. Investors should perform their own independent analysis.

BNP Paribas Multi Asset Diversified Index (AUD Hedged)	6 month Performance of Reference Asset*	Total Performance Coupons adjusted 15.0% Participation Rate**	Net Return on Cash Outlay over Investment Term#
Average	2.64%	0.46%	82.25%
Median	2.96%	0.44%	74.62%
Minimum	-5.93%	0.00%	-100.00%
Maximum	13.45%	2.017%	694.70%

\* 6 months is approximate and used to closely match the proposed Commencement Date to Performance Coupon Dates of the Units.

\*\* Performance Coupons on the Units cannot be negative and Performance Coupons are adjusted for 15.0% Participation Rate)

# Cash outlay is the Prepaid Interest and Interest Loan Interest (assumes the Investor used an Interest Loan), less Fixed Coupons (total of 0.25385% of the Investment Amount). Refer to Section 4 "Worked Examples" for calculations. Ignores tax.



Source: Bloomberg/BNP/C2. Past performance is not a reliable indicator of future performance. Data for all charts, graphs and tables related to the BNP Paribas Multi Asset Diversified 5 Index (AUD Hedged) are as at 12 January 2022. Back tested past performance data from 31 December 2002 to 23 September 2021. Live performance since 24 September 2021. Back tested and live past performance data are provided for illustrative purposes only. Back tested and live past performance data should not be regarded as an indication of future results. Performance takes into account deductions for fees and/or costs as specified in the Reference Asset's index methodology. Further details are available at the Reference Asset website at <https://marketing-indx.bnpparibas.com/mad5-aud/>



## Series 43, 46 & 49 – DB Enhanced Smart Beta 4.5% TV AUD Hedged Index

The aim of the DB Enhanced Smart Beta 4.5% TV AUD Hedged Index is to notionally invest in US equity, US fixed Income and tactical FX carry strategies. The index dynamically controls its allocation based on market signals. The index aims to increase equity exposure in rising markets and decrease equity exposure in falling markets, whilst benefiting from negative correlation between equity and fixed income. In order to stabilize and enhance the return, the index also notionally invests in currencies by creating long positions in high yielding currencies and short positions in low yielding currencies. The exposure to currencies is dynamically adjusted by proprietary risk control mechanisms. An AUD/USD currency conversion is applied on the index return so that the denomination of the index is in Australian Dollars.

The index is intended to reflect the weighted performance of a strategy on a notional basket of indices comprising the DB Dynamic Beta US Equity 5% Vol Controlled Index (the “Beta Constituent Index”) (Bloomberg page: DBDBUE55 (or any successor page thereto)) and the DB Global Ascent III USD Index (the “Ascent Constituent Index”) (Bloomberg page: DBAC12U3(or any successor page thereto)), each being referred to as a “Constituent Index”, and together, the “Constituent Indices”. The index is rebalanced quarterly on each index rebalancing date such that each Constituent Index is assigned a new unit weight based on its exposure to the index. Exposure of the index is adjusted to by reference to the target volatility.

The Beta Constituent Index is intended to reflect the performance of a volatility controlled exposure to the DB Dynamic Beta US Equity Gross Index (the “Dynamic Index”). The exposure to the Dynamic Index may be adjusted on a daily basis based on the realised volatility of the Dynamic Index.

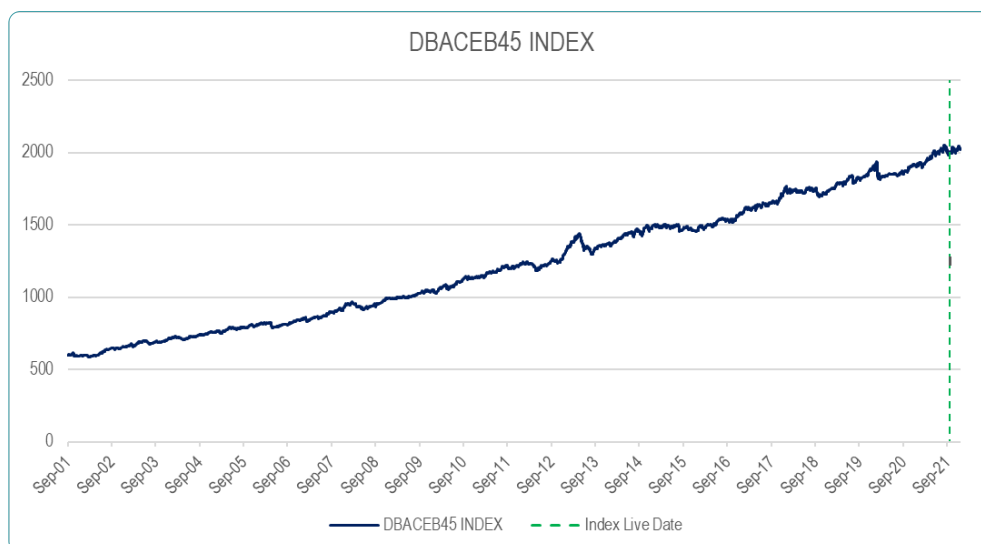
The Ascent Constituent Index is intended to express the notional returns of a notional investment strategy in the DB Ascent Broad Index and/or the DB FRB Basket Hedged in USD Index (each as defined in the Ascent Constituent Index Rules (as defined below)).

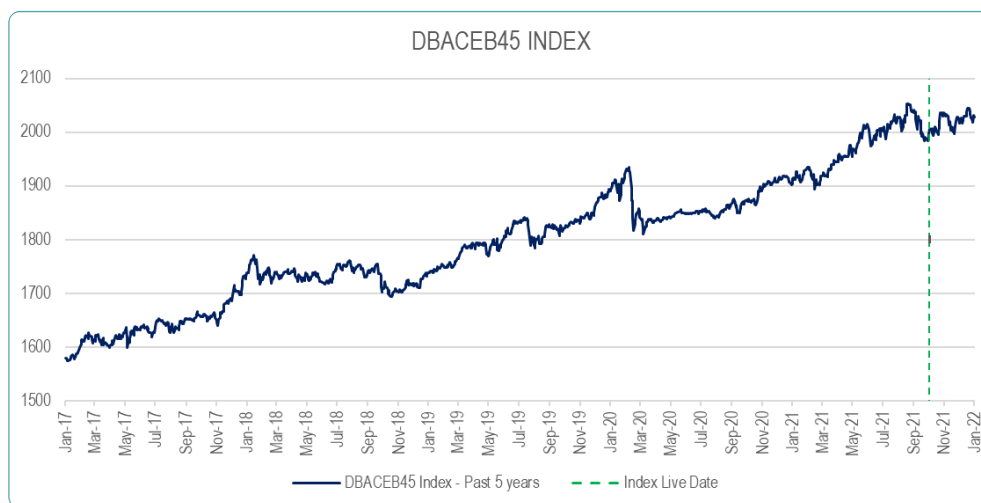
For more information on about this Reference Asset for Series 43, 46 & 49 and the Reference Asset’s methodology, you can visit <https://index.db.com/dbiqweb2/home.do?redirect=productpagelist>

### PAST PERFORMANCE

The Reference Asset has been live since 15 October 2021. Back tested data is used for the period prior (25 September 2001 to 14 October 2021). All available data as published by the Reference Asset issuer has been included.

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





### Historical Annualised Returns

	1 year*	Since Live Date*	3 year*	5 year*	Since 2002*
DB Enhanced Smart Beta 4.5% TV AUD Hedged Index	6.69%p.a	5.10%p.a	5.35%p.a	5.17%p.a	6.23%p.a

\*Live data only.

# Live data from 15 October 2021 to 12 January 2022, Back tested data 25 September 2001 to 15 October 2021 using all available data as published by the Reference Asset issuer.

### Historical 6 Month Return Back Tests.

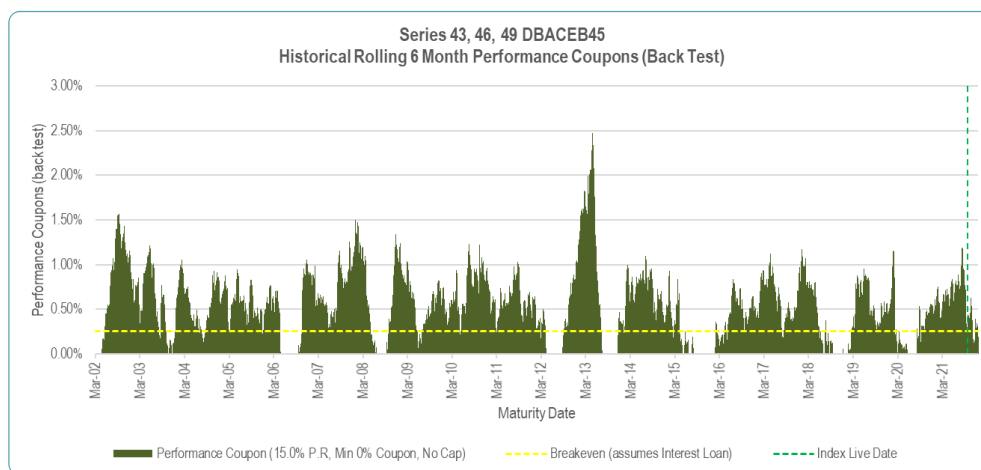
The following back tests are provided to show how a four year investment with the features offered under this Term Sheet PDS for Series 43, 46 & 49 Units may have performed based on daily rolling 6 month periods\* with rolling 6 month Maturity Dates\* for the period 25 September 2001 to 12 January 2022. A total of 5,169 6-month back tests were run. The results are not actual returns as the Units were not available at the time, nor was the Reference Asset available for the full period of the back test. The back tests have been provided for potential investors to help assist with their investment research and is not an indicator of likely future performance. Investors should perform their own independent analysis.

DB Enhanced Smart Beta 4.5% TV AUD Hedged Index	6 month Performance of Reference Asset*	Total Performance Coupons adjusted for 15.0% Participation Rate**	Net Return on Cash Outlay over Investment Term#
Average	3.12%	0.50%	97.61%
Median	3.28%	0.49%	93.53%
Minimum	-6.27%	0.00%	-100.00%
Maximum	16.47%	2.470%	873.06%

\* 6 months is approximate and used to closely match the proposed Commencement Date to Performance Coupon Dates of the Units.

\*\* Performance Coupons on the Units cannot be negative and Performance Coupons adjusted for 15.0% Participation Rate

# Cash outlay is the Prepaid Interest and Interest Loan Interest (assumes the Investor used an Interest Loan), less Fixed Coupons (total of 0.25385% of the Investment Amount). Refer to Section 4 "Worked Examples" for calculations. Ignores tax.



Source: Bloomberg/Deutsche Bank/C2. Past performance is not a reliable indicator of future performance. Data for all charts, graphs and tables related to the DB Enhanced Smart Beta 4.5% TV AUD Hedged Index are as of 12 January 2022. Back tested past performance data from 25 September 2001 to 12 January 2022. Live performance since 15 October 2021. Back tested and live past performance data are provided for illustrative purposes only. Back tested and live past performance data should not be regarded as an indication of future results. Performance takes into account deductions for fees and/or costs as specified in the Reference Asset's index methodology. Further details are available at the Reference Asset website at <https://index.db.com/dbiqweb2/home.do?redirect=productpagelist>

## SECTION 4: HYPOTHETICAL EXAMPLE

An Investor wants to invest into C2 - Gateway - Series 41. The Interest Rate on the Investment Loan associated with C2 – Gateway – Series 41 is 7.40% p.a. and the Investor is required to prepay the Prepaid Interest in advance. It is also assumed that the Investor has applied for the Interest Loan. Tax is ignored. Series 42 – 49 Units would be calculated in the same way, however the calculation of the Performance Coupons will differ as the Participation Rate and Performance Cap vary between each Series.

The Investor decides to invest \$10,000,000 to acquire 10,000,000 Series 41 Units at the Issue Price of \$1.00 per Unit. They are required to pay \$371,014 to fund Prepaid Interest for the first year. The Investor also applies for the Interest Loan to fund 94% of the Prepaid Interest. The Investor would be required to pay \$26,632 at the Application Payment Date (refer to Section 2 for how this is calculated). Calculations have been rounded to the nearest dollar for simplicity. Your adviser may also charge an Upfront Adviser Fee, but for the purposes of this example it is assumed to be nil.

**The cash flows for the four years would look as follows:**

	Commencement	Maturity	Total
Prepaid Interest	(371,014)	-	(371,014)
Interest Loan	348,753	-	348,753
Interest Loan Interest	(4,371)	-	(4,371)
Interest Loan Repayment	-	(348,753)	(348,753)
Fixed Coupons	-	350,000	350,000
Performance Coupons (Scenario 3)	See Below	See Below	See Below
<b>Investor's Cash Flows</b>	<b>(26,632)</b>	<b>1,247 + Performance Coupon (if any)</b>	<b>(25,385) + Performance Coupons (if any)</b>

Below are hypothetical calculations of the Performance Coupon based on a \$10,000,000 exposure to the Reference Asset (adjusted for the Participation Rate). Cash expenses over the 6 month Investment Term are \$25,385 (\$26,632 at Commencement calculated as the Prepaid Interest plus Interest Loan Interest less the Interest Loan, less Fixed Coupon). Investor returns for Series 41, 44 and 47 are capped once the Reference Asset Performance exceeds 3%, or approximately 6% per annum.

	Reference Asset Performance (p.a)	6mth Reference Asset Performance adjusted for Performance Cap and Participation Rate (17.5%)*	Performance Coupons*#	Net Cash Gain/ (Loss)**#	Net Return on Investor's Cash Expenses (%)***#	Net Return on Investor's Cash Expenses (% p.a)***#
<b>Scenario 1</b>	Down -2.5% p.a	0.000%	\$0	-\$25,385	N/A. Loss	N/A. Loss
<b>Scenario 2</b>	Up 2.91% p.a	0.255%	\$25,463	\$77	Breakeven	Breakeven
<b>Scenario 3</b>	Up 5% p.a	0.4375%	\$43,750	\$18,365	72.3%	196.1%
<b>Scenario 4</b>	Up 7.5% p.a	0.525%	\$52,500	\$27,115	106.8%	326.0%
<b>Scenario 5</b>	Up 10% p.a	0.525%	\$52,500	\$27,115	106.8%	326.0%

\* Hypothetical only. For illustrative purposes, assumed straight line performance for simplicity and not an indication of expected future performance. The Participation Rates and Performance Cap vary between each Series.

\*\* Cumulative value of Fixed Coupons and Performance Coupons less Prepaid Interest and Interest Loan Interest.

\*\*\* Cumulative return over the life of the investment

# Ignores tax.

Based on a \$10,000,000 exposure to the Reference Asset and assuming Scenario 3 above (Reference Asset performance of 5% p.a (0.4375% after adjusting for the 6 month period and 17.5% Participation Rate)), the Investor's cash flows may look as follows:

	Commencement	Maturity	Total
Prepaid Interest	(371,014)	-	(371,014)
Interest Loan	348,753	-	348,753
Interest Loan Interest	(4,371)	-	(4,371)
Interest Loan Repayment	-	(348,753)	(348,753)
Fixed Coupons	-	350,000	350,000
Performance Coupons (Scenario 3)	-	43,750	43,750
<b>Investor's Cash Flows</b>	<b>(26,632)</b>	<b>44,997</b>	<b>18,365</b>

Based on the Investor's net costs of \$25,385 over the 6 month Investment Term, if the Reference Asset appreciated a rate equivalent to 5%p.a over the 6 month Investment Term, a Performance Coupon of \$43,750 would have resulted in a net cash gain of \$18,365 (72.3% net return on Cash Expenses over 6 months).

### Hypothetical Calculations Methodology

The net return calculations in the tables above under the heading "Hypothetical Example" were calculated using the following formulae:  
Net Return on Investor's Cash Expenses over the 6 month Term:

$$= (\text{Net Cash Gain}/(\text{Loss})) / (\text{Prepaid Interest}^* + \text{Interest Loan Interest} - \text{Fixed Coupon}^{**})$$

Where Net Cash Gain/(Loss) is the sum of all cash flows (both positive and negative) from Commencement to Maturity (as per the example in the table above).

and

Net Return on Investor's Cash Expenses (% p.a):

$$= (1 + \text{Net Return on Investor's Cash Expenses over 6 month Term})^{365/183} - 1$$

These calculations do not take into account additional variables that may be relevant to an Investor's overall return, including, but not limited to, variables such as:

- (a) tax;
- (b) timing of cash flows;
- (c) opportunity costs.

Investors should be aware that different calculation methodologies which take into account one or more of the above variables (or any other variable) or otherwise utilise any alternative formulae may yield materially different results than those shown above. Investors should obtain independent financial and taxation advice as to the suitability of this investment to them having regard to their investment objectives, financial situation and particular needs.

\*Aggregate across the six month Investment Term.

\*\*Aggregate across the six month Investment Term.



For the C2 Gateway DPA Master PDS, please [CLICK HERE](#).

(<https://c2financialgroup.com.au/wp-content/uploads/2020/04/C2-Gateway-Master-PDS-25-March-2020.pdf>)

This is an Application Form for C2 - Gateway - Series 41 - 49 Units issued by C2 Specialist Investments Pty Ltd (ACN 622 433 032) and arranged by C2 Financial Services Pty Ltd (AFSL: 502171. ACN 621 428 635). This Application Form accompanies the Term Sheet PDS dated 8 February 2022, the C2 Gateway DPA Master PDS dated 25 March 2020 and any supplementary PDS issued for the Units. It is important that you read the Term Sheet PDS and Master PDS in full and the acknowledgements contained in this Application Form before applying for the Units. The Issuer will provide you with a paper copy of the Term Sheet PDS including the Master PDS, any supplemental PDS and the Application Form, on request without charge.

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

The Minimum Investment is 4,000,000 Units (which may be split across both Series) at the Issue Price of \$1.00 per Unit (or at the Issuer's discretion).

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

- this Application Form,
- approval of the Application by the Issuer and Lender, and
- verification of the applicant's identity and wholesale investor status
- payment in full of the Prepaid Interest (or Interest Loan interest, if applicable) and any applicable Fees per the relevant Term sheet PDS.

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

## SECTION A - INVESTOR DETAILS

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

### YES

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

SRN:

INVESTOR NAME:

### NO

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

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

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

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

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

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

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

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

**A2 AUSTRALIAN CORPORATIONS & CORPORATE TRUSTEES**

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

Full name of the company as registered by ASIC

ACN or ABN

Registered Office Address (PO Box is NOT acceptable)

City/Suburb/Town

State

Postcode

Country

**COMPANY TYPE**☐ Public – note that at least one Director must also complete A1☐ Proprietary – complete Director details below for all directors and at least one Director must also complete A1

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

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

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

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

**A3 TRUSTS or SUPER FUND DETAILS**

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

Name of Trust or SMSF

Country of establishment

Date of establishment

ABN

	Name	ABN (if applicable)
BENEFICIARY 1	<input type="text"/>	<input type="text"/>
BENEFICIARY 2	<input type="text"/>	<input type="text"/>
BENEFICIARY 3	<input type="text"/>	<input type="text"/>

**TAX FILE NUMBER**

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

Are you an Australian resident for tax purposes? ☐ Yes ☐ No

If no, please specify your country of tax residence

Australian Tax File Number

☐ Exempt from quoting a tax file number

(This information requested by C2 Nominees Pty Ltd as Custodian)

Exemption details (if applicable)

## SECTION B - ACCOUNT CONTACT DETAILS (MUST COMPLETE)

Please indicate your preferred account contact details

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

Main Contact

Postal Address

Email Address

Telephone (home)

Area Code

Number

Telephone (Business Hours)

Area Code

Number

Mobile

## SECTION C - INVESTMENT DETAILS (MUST COMPLETE)

	<b>C2 Gateway Series 41, 44 or 47 (Citi FlexiBeta ESG USD VT5 Index)</b>	<b>C2 Gateway Series 42, 45 or 48 (BNP Multi Asset Diversified 5 Index (AUD Hedged))</b>	<b>C2 Gateway Series 43, 46 or 49 (DB Enhanced Smart Beta 4.5% TV AUD Hedged Index)</b>
<b>Which Series are you applying for? (Please tick)</b>	<input type="checkbox"/> Series 41 (1 March 2022) <input type="checkbox"/> Series 44 (1 April 2022) <input type="checkbox"/> Series 47 (29 April 2022)	<input type="checkbox"/> Series 42 (1 March 2022) <input type="checkbox"/> Series 45 (1 April 2022) <input type="checkbox"/> Series 48 (29 April 2022)	<input type="checkbox"/> Series 43 (1 March 2022) <input type="checkbox"/> Series 46 (1 April 2022) <input type="checkbox"/> Series 49 (29 April 2022)
<b>Number of Units (A)</b>			
<b>Issue Price (B)</b>	\$1.00 per Unit	\$1.00 per Unit	\$1.00 per Unit
<b>Investment Amount (C)</b>	(AxB)	(AxB)	(AxB)
<b>Prepaid Interest (D)</b> (Investment Amount x 7.40% x 183 / 365 days)	(C x 7.40% x 183 / 365)	(C x 7.40% x 183 / 365)	(C x 7.40% x 183 / 365)
Are you applying for the Interest Loan*	<p>I wish to apply for an Interest Loan to fund the Prepaid Interest for the period outlined in this Term Sheet PDS.</p> <p>I will fund the Prepaid Interest from my own sources.</p> <p><i>NOTE: Please click outside or press enter key to update the automated formula columns/sections.</i></p>		
<b>Interest Loan (E)</b> (LVR 94%)	(D x 94%)	(D x 94%)	(D x 94%)
<b>Interest Loan Interest (F)</b> (Prepaid Interest (E) x 2.50% 183 / 365 days)	(Prepaid Interest (E) x 2.50% 183 / 365 days)	(Prepaid Interest (E) x 2.50% 183 / 365 days)	(Prepaid Interest (E) x 2.50% 183 / 365 days)
<b>Upfront Adviser Fee (if any) (G)</b>			
<b>Total Amount Payable</b> • No Interest Loan = D + G Or • Interest Loan = D – E + F + G			

\*The Interest Loan is only issued to approved Investors at the Lender's absolute discretion.

Upfront Adviser Fees are collected by the Issuer and paid to your adviser nominated on this Application Form. Please discuss and agree with your adviser the total amount that you will pay (if any) in relation to financial product advice provided by your adviser in connection with your investment in the Units. By signing the Application Form you irrevocably authorise the Issuer to collect the Upfront Adviser Fee (if any) specified on this Application Form at the same time as the other payments are direct debited and irrevocably direct the Issuer to pay these amounts to your adviser on your behalf.

## SECTION D - BANK ACCOUNT DETAILS

Payment Instructions:

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

OR

- ☐ I will arrange an **EFT** for the Application Monies to C2 Specialist Investments by the due date.  
C2 Specialist Investments Pty Ltd <Investor Trust A/C>  
Westpac Bank  
BSB: 032-002  
AC: 944175  
Narration: Use investor name

For investors paying via EFT, please nominate an account below to pay any amounts owed to you during the Investment Term and for future years direct debits.

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

### Account Details

Bank Name/Institution

Branch Name and Address

City/Suburb/Town

State

Postcode

Country

BSB

Account Number

Account Name

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

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

## SECTION E - OPERATING AUTHORITY (MUST COMPLETE)

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

- ☐ any one applicant to sign ☐ both applicants to sign

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

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

## SECTION F - PRIVACY

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

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

## SECTION G - PROVIDING IDENTIFICATION

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

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

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

By completing this Application Form you:

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

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

## DIRECT DEBIT REQUEST SERVICE AGREEMENT

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

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

### 1. Definitions

The following definitions apply in this agreement.

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

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

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

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

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

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

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

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

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

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

### 2. Debiting Your account

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

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

2.3 If the Debit Day falls on a day that is not a Banking Day, We may direct Your

Financial Institution to debit Your Account on the following Banking Day.

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

### 3. Amendments by Us

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

### 4. Amendments by You

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

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

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

or  
arranging it through Your own financial institution.

### 5. Your obligations

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

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

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

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



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

## 6. Dispute

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

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

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

## 7. Accounts

You should check:

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

You have any queries about how to complete the Direct Debit Request.

## 8. Confidentiality

8.1 We will keep any information (including Your account details) in Your Direct Debit Request confidential. We will make reasonable efforts to keep any such information that We have about You secure and to ensure that any of our employees or agents who have access to

information about You do not make any unauthorised use, modification, reproduction or disclosure of that information.

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

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

## 9. Notice

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

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

9.3 Any notice will be deemed to have been received on the third banking day after posting.

9.4 Execution by You of the Application Form that contains the Direct Debit Request deems You to have read and understood the terms of this Direct Debit Request Service Agreement.

## SECTION I – FATCA & CRS STATUS

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

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

TIN

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

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

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

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

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

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

## SECTION J - EXECUTION PAGE

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

### Acknowledgments

I/We understand and acknowledge that by signing below:

- I/We declare that I/we are wholesale investor(s) as defined by the Corporations Act;
  - I/we have read and understood the relevant Term Sheet PDS for the offer in C2 Gateway - Series 41 - 49 (as applicable);
  - I/we have read and understood that there are differences between C2 Gateway - Series 41 - 49 and understand that the application form has been combined for all Series for Investor's convenience;
  - I/We have read and understood, and agree to, the terms and conditions governing the direct debit arrangements between me/us and C2 Specialist Investments Pty Ltd as set out in the Direct Debit Request Service Agreement of this Term Sheet;
  - I/We make the declarations set out in Section H of this Application Form;
  - I / We irrevocably authorise the Issuer to collect the Upfront Adviser Fee (if any) specified on our Application Form at the same time as the other payments are direct debited and irrevocably direct the Issuer to pay these amounts to your adviser on our behalf.
  - I/We indemnify the Issuer against any claim from an adviser to recover the Upfront Adviser Fee (if any) once the investment has commenced and Units have been issued.
  - Investment Purpose Declaration;
- I/We declare that the credit to be provided to me/us by the credit provider is to be applied wholly or predominantly for investment purposes other than investment in residential property;
- **IMPORTANT:** You should only sign this declaration if this loan is wholly or predominantly investment purposes other than investment in residential property;
- By signing this declaration you may lose your protection under the National Credit Code.

Signature of Unitholder 1

Name of Unitholder 1

Date

Tick capacity - mandatory for companies

☐

Sole Director

☐

Director

☐

Secretary

Tick capacity if appropriate

☐

Individual Trustee

☐

Corporate Trustee

☐

Partner

Signature of Unitholder 2

Name of Unitholder 2

Date

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

Tick capacity - mandatory for companies

☐

Sole Director

☐

Director

☐

Secretary

Tick capacity if appropriate

☐

Individual Trustee

☐

Corporate Trustee

☐

Partner

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

This form must be provided to the Issuer by you, as Trustee of the Trust named in the Application Form (the "Trust"), if you are applying for the C2 - Gateway - Series 41 - 49.

Dear Sir/Madam

This Trustee's Declaration is provided to the Issuer (and each of its related bodies corporate) in connection with the issue of the C2 - Gateway - Series 41 - 49.

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

1. The Trust and Trust Documents to have been validly constituted and is subsisting at the date of this declaration
2. I am empowered and authorised by the terms of the Trust Documents examined by me to enter into and bind the Trust to the transactions contemplated by the Terms of the C2 - Gateway - Series 41 - 49 Term Sheet PDS dated 8 February 2022 (as relevant) and the C2 Gateway DPA Master PDS dated 25 March 2020.

Signature of (Director/Trustee 1)

Trustee (Print Name 1)

Date

Tick capacity - mandatory for companies

☐

Sole Director

☐

Director

☐

Secretary

Tick capacity if appropriate

☐

Individual Trustee

☐

Corporate Trustee

☐

Partner

Signature of (Director/Trustee 2)

Director/Trustee 2 (Print Name 2)

Date

Tick capacity - mandatory for companies

☐

Sole Director

☐

Director

☐

Secretary

Tick capacity if appropriate

☐

Individual Trustee

☐

Corporate Trustee

☐

Partner

**ADVISER USE ONLY**

Adviser Name (in full)

Adviser Postal Residential Address

City/Suburb/Town

State

Postcode

Country

Adviser Phone (business hours)

Adviser Stamp

Adviser Email

Dealer Group name

Dealer Phone (business hours)

Dealer Group AFS License Number

Dealer Group ABN

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

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

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

**Applicant Information**

I confirm the following:

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

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

By signing this Application Form, we:

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

Authorised Investment Adviser Signature

Date

Authorised Representative Number

This is an Issuer Buy-Back Form for Units in the C2 - Gateway - Series 41 - 49 issued by C2 Specialist Investments Pty Ltd (ACN 622 433 032) and arranged by C2 Financial Services Pty Ltd (AFSL: 502171. ACN 621 428 635). This Issuer Buy-Back Form accompanies the Term Sheet PDS dated 8 February 2022, Master PDS dated 25 March 2020 and any supplementary PDS issued for the Units (PDS). This form is to be used if you are an investor in the Units and wish to request an Issuer Buy-Back prior to Maturity. Please see the instructions on how to complete this Form in the PDS. This Buy-Back Request Form must be received by the Registrar by 2:00 pm in order to be processed that day.

## SECTION A - INVESTOR DETAILS

I/We hereby apply for the following Units issued by C2 Specialist Investments Pty Ltd (ACN 622 433 032) pursuant to the Term Sheet PDS dated 8 February 2022 and Master PDS dated 25 March 2020 to be transferred from me/us to the Issuer.

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

Address

City/Suburb/Town

State

Postcode

Country

Telephone

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

Investment: C2 – Gateway Series 41 - 49

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

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

## SECTION C - DECLARATIONS &amp; SIGNATURES

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

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

Name of Unitholder/Director 1

Date

Signature of Unitholder/Director 1

Name of Unitholder/Director 2



Signature of Unitholder/Director 2



**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