

Sequoia Launch Units

23 November 2017



**Series 34:
Global Lithium Mining, Batteries and Electric Vehicles
Driving the future disruption of global energy and
transportation industries**



This Term Sheet PDS supplements the Master PDS dated 14 August 2017 issued by Sequoia Specialist Investments Pty Ltd (ACN 145 459 936) (“**the Issuer**”). This Term Sheet PDS together with the Master PDS constitutes the PDS for the Offer of the Series of Launch Units 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 23 November 2017 and is issued by Sequoia Specialist Investments Pty Ltd (ACN 145 459 936) (“**the Issuer**”) and arranged by Sequoia Asset Management Pty Ltd (ACN 135 907 550, AFSL 341506) (“**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, the Individual Shares comprising the Reference Basket or any specific taxation consequences arising from an investment in the Units. Potential investors should also obtain independent financial and taxation advice as to the suitability of this investment to them having regard to their investment objectives, financial situation and particular needs. No cooling off rights apply to investments in the Units.

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

Eligible investors and electronic PDS

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

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

Updated information

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

A paper copy of this PDS (and any supplementary documents) can be obtained free of charge on request by contacting Sequoia Specialist Investments. Sequoia Specialist Investments can be contacted on (02) 8114 2222 or at PO Box R1837 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 can invest in Units in either Series. Superannuation fund investors should take note of the representations and warranties they make when investing – see clause 13.2 of the Terms in the Master PDS.

Definitions

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

Nature of the Units

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

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



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Sequoia Launch Series 34 – Global Lithium Mining, Batteries and Electric Vehicles



The global economy is undergoing structural change in how we use energy as governments and global industry leaders focus on technological advancement aimed at reducing our reliance on carbon fuels. The commercialization of the lithium battery in the 1990's powered a 20-year surge in the telecommunication and computing industries. The emergence of the Electric Vehicle is a globally significant event based on the very same battery technology. Beyond Electric Vehicles, battery energy storage for business, utilities and homes are also starting to reach commercial viability.

The units in Sequoia Launch Series 34 offer investors the ability to gain exposure to the performance of an internationally diversified basket of some of the world's leading companies which play a critical role in the following sectors:

- Global Lithium mining;
- Lithium Ion battery technological advancement and manufacturing; and
- Electric Vehicle and Energy Storage Unit production and distribution around the world.

The Reference Basket will consist of an equi-weighted basket of the following five (5) listed underlying shares (the Underlying Shares) with a 24% Volatility Target mechanism ("**the Strategy**"):

	Underlying Shares (Bloomberg Code)	Sector
Reference Basket	Tesla Motors Inc (TSLA.US)	Electric Vehicles, Battery
Equally weighted basket of the following shares	Panasonic Corporation (6752.JP)	Electronics, Battery
	Samsung SDI Company Limited (006400.KS)	Battery Technology
	BYD Company Ltd (1211.HK)	Electric Vehicles, Battery
	Albemarle Corporation (ALB.US)	Lithium Mining

Sequoia Launch Series 34 will also pay a potential uncapped Performance Coupon at Maturity, net of any Performance Fees.



A summary of the key features are as follows

Series 34	
Reference Basket	Tesla Motors Inc (TSLA..US)
Equally weighted basket of the following Underlying Shares	Panasonic Corporation (6752.JP) Samsung SDI Company Limited (006400.KS) BYD Company Ltd (1211.HK) Albemarle Corporation (ALB.US)
Strategy	Reference Basket with 24% Volatility Target
Currency Exposure	Fully hedged into AUD
Limited Recourse Loan	Yes, 100% loan
Annual Interest Rate on Loan	8.55% p.a.
Potential Uncapped Performance Coupon at Maturity	Potential for an uncapped Performance Coupon to be paid at Maturity subject to movements in the Strategy Value during the Investment Term and as reduced by a 10% Performance Fee
Application Fee	2.2%
Currency and Risk Management Fee	1.4% p.a. payable upfront
Volatility Mechanism	Yes
Volatility Target	24%
Maximum Participation Rate	100%
Performance Cap at Maturity	None
Margin Calls	No
SMSF Eligibility	Yes

Potential Uncapped Performance Coupon at Maturity

You may receive an uncapped Performance Coupon at Maturity subject to the performance of the Strategy Value between the Commencement Date and the Coupon Determination Date and as reduced by a 10% Performance Fee ("Performance Coupon").



Reference Basket Description

The Reference Basket comprises an equally weighted basket of the following five (5) global companies, listed on various exchanges around the world, hedged into AUD.

Tesla Motors Inc. ("Tesla")

Tesla Inc. designs, manufactures, and sells high-performance electric vehicles and electric vehicle powertrain components. The Company owns its sales and service network and sells electric powertrain components to other automobile manufacturers. The company is listed on the NASDAQ stock exchange (NASDAQ:TSLA). (Source: <https://www.bloomberg.com/quote/TSLA:US>)



The Tesla Model 3. Tesla's affordable, mass market car with first deliveries due in late 2017 or early 2018

Source: Tesla Motors

Please refer to the following for further information about Tesla Motors Inc (TSLA):

<https://au.finance.yahoo.com/q?s=TSLA&ql=1>

<http://www.teslamotors.com>

<http://www.nasdaq.com/symbol/tsla>



Tesla's Gigafactory in Nevada.

Panasonic Corporation

Panasonic Corporation, listed on the Tokyo Stock Exchange, manufactures electric and electronic products. The Company produces home appliances, audio and video, computer peripherals, telecommunications, industrial equipment, and electronic parts. Panasonic has associated companies around the world. (Source: <https://www.bloomberg.com/quote/6752:JP>)

Panasonic Corporation is Tesla's exclusive partner for the supply of the lithium-ion battery for Tesla's Model 3, Model S sedan and Model X SUV. (Source: <http://www.latimes.com/business/autos/la-fi-hy-tesla-panasonic-20160608-snap-story.html>)

Please refer to the following for further information about Panasonic Corporation:

<http://www.bloomberg.com/quote/6752:JP>

<http://www.panasonic.net>

<http://www2.tse.or.jp/tseHpFront/JJK020030Action.do>



Samsung SDI Co. Ltd ("Samsung")

Samsung SDI Co., Ltd. is a South Korean based company with a primary listing on the Korean stock exchange. Samsung SDI Co., Ltd. specializes in developing Lithium Ion Battery (LIB) technology. The Company also manufactures cathode ray tubes (CRTs) for televisions and computer monitors. Samsung SDI also produces liquid crystal display (LCD) components and rechargeable batteries for cellular phones, personal digital assistants (PDAs), Energy Storage Systems and solar panels. (Source: <https://www.bloomberg.com/quote/006400:KS>)

Please refer to the following for further information about Samsung SDI Co. Ltd:

<https://au.finance.yahoo.com/q?s=006400.KS&ql=0>

<http://www.samsungsdi.com/>

<https://global.krx.co.kr/contents/GLB/99/GLB99000020.jsp>





Albermale Corporation

Albermale Corporation (NYSE: ALB), headquartered in Charlotte, NC, is a global specialty chemicals company with leading positions in lithium, bromine, refining catalysts and applied surface treatments. They power the potential of companies in many of the world's largest and most critical industries, from energy and communications to transportation and electronics. (Source: <https://www.albermale.com/about/about-overview-180.html>)

In 2015, Rockwood Holdings, the parent company of Rockwood Lithium, was acquired by Albermale Corporation. (Source: <http://www.albermale-lithium.com/news-events/news/news/archive/showing/article/rockwood-lithium-adopts-albermale-as-brand-name/>)

Albermale operates two world-class raw material resources based on brine. One is located in the Salar de Atacama (Chile), and the other one in Clayton Valley near Silver Peak, Nevada (USA). The company also holds a 49% share in the spodumene mine of Talison Lithium in Australia. In addition, Albermale owns a spodumene mine in Kings Mountain, NC, USA which is not in operation today. With these resources Albermale has a superior position in terms of backward integration as well as security of supply. (Source: <http://www.albermale-lithium.com/resources-recycling/lithium-resources/>)

Please refer to the following for further information about Albermale Corporation:

<https://au.finance.yahoo.com/q?s=ALB&q|=0>

<http://www.albermale.com>

<https://www.nyse.com/quote/XNYS:ALB>



Albermale's Salar de Atacama operation in Chile.



Albermale's Silver Peak Salar operation in Nevada, U.S.. Salars (Brines) are salt lakes, where Lithium is mined using evaporation processes.

Source: Albermale

China and BYD Company Ltd

Founded in 1995, BYD is a listed company on Hong Kong Stock Exchange and Shenzhen Stock Exchange. They principally engaged in IT industry mainly related to rechargeable battery business, handset and computer components and assembly services, as well as automobile business including traditional fuel-powered vehicles and new energy vehicles while taking advantage of our technical superiority to actively develop other new energy products such as rail transit, solar farm, energy storage station, electric vehicles, LED, electric forklift, etc...

Currently, BYD has nearly 220,000 employees and 30 industrial parks in global with an area more than 18,000,000 square meters. (Source: <http://www.byd.com/aboutus/profile.html>)



Source: <http://www.byd.com/index.html>

Please refer to the following for further information about BYD:

<https://au.finance.yahoo.com/q/pr?s=1211.HK>

<http://www.byd.com>

https://www.hkex.com.hk/eng/invest/company/profile_page_e.asp?WidCoID=1211&WidCoAbbName=&Month=&langcode=e

1. Term Sheet – Sequoia Launch Series 34



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	23 November 2017
Offer Closing Date	15 December 2017
Commencement Date/Issue Date	22 December 2017 or as soon as reasonably practicable thereafter as determined by the Issuer and as notified to you.
Initial Averaging Dates	27 December 2017, 28 December 2017, 29 December 2017
Final Averaging Dates	19 December 2019, 20 December 2019, 24 December 2019
Interest Payment Date (Application Payment Date)	15 September 2017 Investors should note the Interest Payment Date is also the Application Payment Date.
Coupon Determination Date	24 December 2019
Maturity Date	24 December 2019
Coupon Payment Dates	10 Business Days after the relevant Coupon Determination Date or as soon as reasonably practicable thereafter as determined by the Issuer
Buy-Back Dates	Quarterly on the last Business Day of March, June, September and December commencing March 2018 (or otherwise at the Issuer’s discretion). Investors must lodge their Issuer Buy-Back Form no later than 10 Business Days before the relevant Buy-Back Date. Any Issuer Buy-Back Form received after this time will be held over to the next Buy-Back Date. The Buy-Back Price will only ever be \$1.00 per Unit and will be applied to repay your Loan. However, you do not have to pay any other fees, costs or interest.
Settlement Date	10 Business Days after the Maturity Date, or such other date as determined by the Issuer in its discretion as is reasonably necessary for the Issuer to fulfil its obligations under the Terms.
Reference Basket	Equally weighted basket of the Underlying Shares rebalanced daily
Underlying Shares	Underlying Share (Bloomberg Code) <ol style="list-style-type: none"> 1. Tesla Motors Inc (TSLA.US) 2. Panasonic Corporation (6752.JP) 3. Samsung SDI Ltd (006400.KS) 4. BYD Company Ltd (1211.HK) 5. Albemarle Corporation (ALB.US)
Currency Exposure	AUD only. Investors are fully hedged against the movement of the currency denomination of the country of listing of the Underlying Shares.
Final Value	\$1.00 per Unit on the Maturity Date. The returns on the Units will be made up of the Final Value per Unit and any Performance Coupons or Final Coupons payable during the Investment Term (if any) based on the performance of the Strategy Value.
Potential Uncapped Performance Coupon at Maturity	Potential uncapped Performance Coupon payable at Maturity subject to the performance of the Strategy Value between the Commencement Date and the Coupon Determination Date, and as reduced by a 10% Performance Fee. Refer to “Section 4: Formulae and Calculations” for Performance Coupon formulae
Strategy	Reference Basket with 24% Volatility Target
Initial Strategy Value	The average of the Strategy Values on the three Initial Averaging Dates.
Final Strategy Value	The average of the Strategy Values on the three Final Averaging Dates.



Strategy Value

The Strategy Value is calculated each Scheduled Business Day by:

- taking the change in the level of the relevant Reference Basket from the close of the previous Scheduled Business Day to the close of the current Scheduled Business Day. For Series 34, the average movement in the Underlying Shares comprising the Reference Basket are used in the calculation,
- multiplying it by the Participation Rate (which determines the exposure to the Reference Basket) from the previous Scheduled Business Day, and
- multiplying this amount by the Strategy Value from the previous Scheduled Business Day

In other words, the Strategy Value determines the varying levels of exposure to the relevant Reference Basket depending on the volatility (Participation Rate) of the relevant Reference Basket over the previous 60 Scheduled Business Days. For Series 34, the volatility used to determine the Participation Rate is calculated by reference to the net combined movements of the Underlying Shares comprising the Reference Basket (equally weighted every day). The Strategy Value is in turn used to calculate the Performance Coupons and the Final Coupon.

In this way the Strategy Value will vary from one Scheduled Business Day to the next depending on the change in the level of the Reference Basket and the Participation Rate.

Please refer to Section 3 “Formulae and Calculations” for more information.

The Issuer intends to publish the Strategy Value (on a monthly basis) on its website at www.sequoiasi.com.au.

Participation Rate and Target Volatility

Volatility is the relative rate at which a price of an asset may move (increasing or decreasing), over a period of time. If an asset’s relative price changes quickly (either positively or negatively) over a period of time, it will be considered to have high volatility. If an asset’s relative price changes are not quick, it will be considered to have low volatility. A high level of volatility is considered to be an indication that an asset may have greater risk.

The Participation Rate is a mechanism designed to manage market risk associated with the performance of the Reference Basket. It operates by varying the exposure that the Units will have to the Reference Basket depending on the volatility of the Reference Basket and the Target Volatility. The higher the volatility, the lower the Participation Rate (and hence the lower the exposure to the Reference Basket) and vice versa.

Target Volatility is the level of volatility that would provide a Participation Rate of 100%. The Units have a maximum Participation Rate of 100%. Accordingly, Investors will not receive enhanced exposure to the Reference Basket even at times of low volatility.

The Participation Rate is determined on each Scheduled Business Day by reference to the volatility of the Reference Basket over the previous 60 Scheduled Business Days. The Participation Rates will vary between 0% and 100%.

The Participation Rate for each Series is determined using the formula set out below.

Please refer to Section 3 “Formulae and Calculations” for more information.

Target Volatility

24%



Participation Rate

The Participation Rate will be calculated by reference to the Target Volatility and the level of volatility using the following formula:

$$PR_t = \text{Min} (100\%, \text{Target Volatility/Realised Volatility}_t)$$

Based on this, the Participation Rate (PR_t) would have been 100% due to volatility level of approximately 23.88% as at the 21st of November. This is calculated as

$$PR_t = \text{Min} (100\%, 24\%/23.88\%)$$

$$PR_t = 100\%$$

There is the risk that the Participation Rate for any Series could drop to significantly below 100% during the Investment Term. A Participation Rate of below 100% means that Investors have less than 100% exposure to the Reference Basket. You should refer to the graph of historical volatility in Section 3.3 below which show the historical periods for which the Participation Rate would have been less than 100%.

Investors should note that historical volatility levels of the Reference Basket are not indicative of the future levels of volatility. Specifically, Investors should note that there may be a risk that the level of volatility will be high throughout the majority or whole of the Investment Term. Should this occur, the Participation Rate may result in less than 100% exposure to the Reference Basket throughout the majority or whole of the Investment Term. The minimum Participation Rate is 0% which means that Investors have no exposure to the Reference Basket.

Please refer to Section 3 "Formulae and Calculations" for more information.

Loan	100% Limited Recourse Loan.
Loan Amount	\$1.00 per Unit
Interest Rate & Prepaid Interest	<p>The interest rate in respect of the Loan is 8.55% p.a.</p> <p>The Prepaid Interest is paid upfront for the full 2 year Investment Term.</p> <p>Prepaid Interest per Unit = 8.55%p.a. x 2 years x \$1.00 per Unit = \$0.1710 per Unit for the Investment Term of 2 years.</p> <p>The Prepaid Interest must be paid to the Issuer by the Application Payment Date.</p> <p>Therefore if you invested the Minimum Investment Amount of \$50,000 for the Units, in addition to any Fees paid in relation to the Units, you would pay Prepaid Interest of \$8,550 on the Application Payment Date.</p>
Issue Price	\$1.00 per Unit
Listing	The Units will not be listed or displayed on any securities exchange.
Currency	Australian dollars
Minimum Investment Amount	\$50,000 per Series at the Issue Price of \$1.00 per Unit.
Withdrawal of the Units	If the Issuer is unable to achieve the economic exposure described in this PDS on the Commencement Date due to any condition set out in this PDS not being satisfied (e.g. the Issuer being unable to hedge its obligations), or otherwise determines not to proceed with the issue for any reason, then the Issuer will terminate any Units already issued, and return the Prepaid Interest and Fees without interest. The Loan will be terminated and no drawdown will be made.
Lead Distributor	Sequoia Asset Management Pty Ltd (ACN 135 907 550, AFSL 341506)
Issuer	Sequoia Specialist Investments Pty Ltd (ACN 145 459 936) ("Sequoia")
Arranger	Sequoia Asset Management Pty Ltd (ACN 135 907 550, AFSL 341506)
Security Trustee	Sequoia Nominees Pty Limited (ABN 11 147 097 078)
Registrar	Registry Direct Pty Ltd (ABN 35 160 181 840)



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. The Buy-Back Price will depend on the amount the Issuer receives from unwinding its hedge with its hedge counterparty. The amount may be significantly different to the performance of the Reference Basket, and may be zero. Please contact the Issuer for an indication of a Buy-Back price.

Minimum Early Maturity Value and Termination Payment

\$1.00

If the Units mature early for any reason, you will receive an Early Maturity Value of \$1.00 which will be applied to your Loan. You will not have to pay any other fees, costs or interest.

Investors will not be entitled to a refund of any Prepaid Interest or any other Fees paid in relation to the Units and will not be entitled to any Final Coupon or payment of the Final Value (as the Final Value of \$1.00 will be used to pay off your Loan).

Please refer to Section 1.10 “Early Maturity” of the Master PDS for more information on when the Units can mature early.

Beneficial Interest

The Beneficial Interest in a Portion of the Delivery Asset held for each Unit an Investor holds. The Beneficial Interest will be set out in the Confirmation Notice sent to Investors and is a feature of the product designed to ensure the Units are a “security” under the Corporations Act.

Delivery Asset

Telstra Corporation (TLS.ASX)

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 (“**Delivery Parcel**”) containing ordinary shares in Telstra Corporation. (TLS.ASX, website: www.telstra.com.au) (“**Delivery Asset**”).

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.

Agency Sale Option

Available. Please refer to Clause 4.4 of Section 6 “Terms of the Deferred Purchase Agreement” in the Master PDS.

Fees

The following Fees are payable in respect of the Units (in addition to the Currency Management Fees, which are each discussed below):

Upfront Adviser Fee (if any): 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 deduct any Upfront Adviser Fee from the Total Payment Amount and pay it to your Adviser in accordance with the terms of this PDS.

Application Fee: The Issuer charges an Application Fee of 2.20% of the Issue Price of each Unit, i.e. \$0.022 per Unit. The Issuer may agree with your Adviser to forgo part or all of the Application Fee at the Issuer’s absolute discretion.

Assuming you nominated an Upfront Adviser Fee of \$1,100, and you applied for 50,000 Units in Series 34, in addition to the Prepaid Interest you would pay fees of:

Application Fee	= 50,000 x \$0.022 = \$1,100
Upfront Adviser Fee	= \$1,100
Total	= \$2,200

Performance Fee

Any Performance Coupon is subject to a 10% Performance Fee. The Performance Fee has the effect of reducing the gross amount of any Coupon payable to the Investor. For example, if a 40% Performance Coupon is payable, then the Net Amount payable to the investor would be 36% after the deduction of the Performance Fee. If the Performance Coupon is 0%, then no Performance Fee is payable.



Currency and Risk Management Fee

The Units provide exposure to a Reference Basket fully hedged into AUD. Investors are therefore fully hedged against the movement of the currency denomination of the country of listing of the Underlying Shares. In addition, the Units provide exposure to a Strategy Value with daily monitoring and execution by the Hedge Counterparty aimed at ensuring that the volatility of the Strategy Value does not exceed 24%.

As such, there is a Currency and Risk Management Fee of 1.4% p.a. paid upfront for the full 2 year Investment Term.

Currency Management Fee per Unit = 1.4% p.a. x 2 years x \$1.00 per Unit
= \$0.028 per Unit for the Investment Term of 2 years.

Derivatives

The Issuer obtains exposure to the Strategy through the use of derivatives rather than a direct investment in the Strategy, Reference Basket or securities comprising the Reference Basket.

Taxation

Please refer to Section 4 "Taxation" of the Master PDS.

Applications and issue of Units

Applications may be accepted or rejected at the discretion of the Issuer. Units will be issued within one month upon receipt of application monies from an Investor. The Unit's economic exposure to the Reference Basket 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 Sequoia Launch Series 34 Units will only be issued at the discretion of the Issuer, and applications may be accepted or rejected at the discretion of the Issuer. Without limiting its discretion, the Issuer may choose not to proceed with the issue of the Units for a Series and terminate the product for those Units already issued for any reason whatsoever, including (without limitation) if there is a significant change in the Issuer's cost of hedging between the date of this PDS and the Commencement Date. Where the Issuer has not received the Prepaid Interest, Application Fee, Upfront Adviser Fee (if any) or Currency Management Fee in respect of a Unit(s) from the Investor by the Application Payment Date, the Issuer will cancel the Units relating to the unpaid amounts and will arrange for the Investors name to be removed from the register of Unitholders.

If a decision is made for any reason not to issue, or not to proceed with the issue of the Units in Series 34, the Issuer will return the Prepaid Interest, Application Fee, Currency Management Fee and Upfront Adviser Fee (if any) to applicants (without interest) within 10 Business Days of the scheduled Commencement Date and any Units already issued will be terminated.

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

2. Key Risks



Key risks include:

- Your return (including any Coupon) is affected by the performance of the Underlying Shares comprising Reference Basket. There is no guarantee that the Underlying Shares or the Reference Basket will perform well.
- The Units are subject to a Performance Fee payable to the Issuer. This has the effect of reducing the overall return (if any).
- The Units have varying levels of exposure to the Reference Basket depending on volatility due to the variable Participation Rate. It operates by varying the exposure that the Units will have to the Reference Basket depending on the Realised Volatility of the Underlying Shares comprising the Reference Basket and the Target Volatility. There is the risk that the Participation Rate could drop to significantly below 100% during the Investment Term in which case Investors will not gain the full benefits of an increase of the value of the Reference Basket.
- Investors should note that there is a lag in measuring the Realised Volatility of the Reference Basket. This means that where there has been a period of high Realised Volatility, the Investor's exposure to the Reference Basket will be low, regardless of whether the Reference Basket is performing positively or negatively.
- There will be no Performance Coupons payable if the performance of the Strategy Value is negative at the Coupon Determination Date.
- The potential Performance Coupon is determined by reference to the Initial Strategy Value and the Final Strategy Value. The Initial Strategy Value and Final Strategy Value are subject to averaging. Averaging may decrease the impact of an increase in the Reference Basket during the Investment Term.
- There is no guarantee that the Units will generate returns in excess of the Prepaid Interest and Fees, 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 or Fees.
- Gains (and losses) may be magnified by the use of a 100% limited recourse Loan. However, note that the Loan is a limited recourse Loan, so you will never be required to pay more than the Prepaid Interest Amount and Fees at Commencement.
- Investors are subject to counterparty credit risk with respect to the Issuer and the Hedge Counterparty; and
- 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.

Please refer to Section 2 "Risks" of the Master PDS for more information.

3. Worked Examples



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

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

3.1 How does the investment perform?

Units may entitle Investors to receive a Performance Coupon at the end of the Investment Term depending on the performance of the Strategy Value. The examples below demonstrate how the Performance Coupon is calculated, and what Investors will receive at Maturity, depending on whether the performance of the Strategy Value over the life of the investment has been negative, positive or neutral.

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

Rounding:

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

Assumptions:

The below examples assume that Investors decide to invest in 50,000 Units with a \$1.00 Issue Price, resulting in an Investment Amount and Loan Amount of \$50,000 in Series 34.

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

Calculation of the Initial Strategy Value and the Final Strategy Value

The Initial Strategy Value and the Final Strategy Value are determined by taking the average of the relevant Averaging Dates as per the example below.

Series 34	
	Strategy Value
Initial Averaging Date 1	100
Initial Averaging Date 2	99
Initial Averaging Date 3	101
Initial Strategy Value	100
Final Averaging Date 1	165
Final Averaging Date 2	164
Final Averaging Date 3	166
Final Strategy Value	165

Calculation of the Performance Coupon

There is one potential Performance Coupon payable to Investors during the Investment Term. It is calculated with reference to the Initial Strategy Value and the Final Strategy Value at Maturity.

The following examples show how the net value (that is, the value as reduced by the impact of any relevant Performance Fee) of the Performance Coupon is calculated, based on the assumed Strategy Values set out for Scenario 1 in the table below for a hypothetical investment in Series 34 of 50,000 Units at an Issue Price of \$1.00 per Unit.

Date	Strategy Value		
	Scenario 1 Positive Performance	Scenario 2 Negative Performance	Scenario 3 Moderate Performance
Initial Strategy Value:	100	98	101
Final Strategy Value	165	91	100



Calculate the value of the Net Performance Coupon at Maturity

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

$$\begin{aligned}
 \text{Gross Performance Coupon (AUD)} &= \text{Max}(0\%, \text{Final Strategy Value} / \text{Initial Strategy Value} - 100\%) \\
 &= \text{Max}(0\%, (165/100 - 1)) \\
 &= \text{Max}(0\%, 65\%) \\
 &= 65\%
 \end{aligned}$$

$$\begin{aligned}
 \text{Net Performance Coupon (AUD)} &= \text{Gross First Coupon} \times (100\% - \text{Performance Fee}) \\
 &= 65\% \times (100\% - 10\%) \\
 &= 65\% \times 90\% \\
 &= 58.5\% \\
 &= \$0.5850 \text{ AUD per Unit}
 \end{aligned}$$

(The 90% shown in the above formula has the effect of reducing the Gross Performance Coupon by the 10% Performance Fee).

Based on a holding of 50,000 Units, the Gross Performance Coupon paid would be 65%. After taking into account the impact of Performance Fees, the total amount of the Net Performance Coupon payable to an Investor in cash would be 58.5% or \$29,250 AUD

Overview of Scenarios 1, 2 and 3

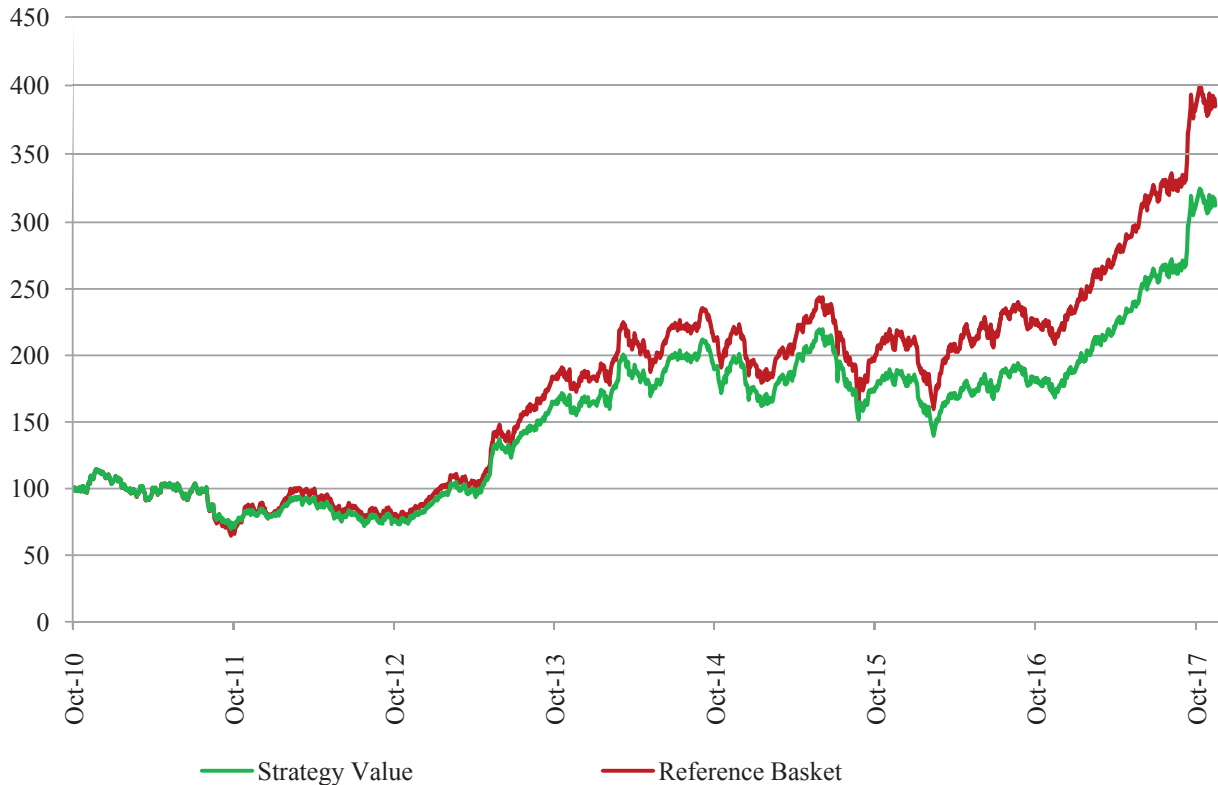
The table below sets out the Coupons per Unit which would apply to Scenario 1, 2 and 3. Each of the values listed below for Scenario 2 & 3 were calculated in the same way as set out in the examples above for Scenario 1.

	Scenario 1	Scenario 2	Scenario 3
Gross Performance Coupon per Unit	\$0.65	\$0.00	\$0.00
Net Performance Coupon per Unit	\$0.5850	\$0.00	\$0.00



3.2 Participation Rate and Volatility – How can Volatility affect my investment

Strategy Value Vs Reference Basket



The Strategy Value is the value of the Strategy providing exposure to the Reference Basket with a variable exposure (through a variable Participation Rate) depending on the Realised Volatility of the Reference Basket and a Target Volatility of 24%. The Strategy Value and the Reference Basket will not always follow the same path, and will generally perform differently over time due to the Volatility Mechanism used to calculate the Strategy Value. The chart above is a historical back test and illustrates how volatility affected the performance of the Strategy Value compared to the performance of the Reference Basket over the period between XOctober 2010 to 22 November 2017 (the whole period during which all of the Underlying Shares comprising the Reference Basket have been available). The chart has been included to show potential Investors the effect that a Variable Participation Rate can have, relative to the performance of the Reference Basket. The chart is for educational purposes and is not indicative of future performance.

To calculate the Realised Volatility of the Reference Basket, the historical volatility is calculated covering the previous 60 Scheduled Business Days. As at 21 November 2017, the historical volatility of the Reference Basket was 23.88%. As the Realised Volatility was lower than the Target Volatility Level of 24%, the corresponding Participation Rate would have been 100%. In such a case, Investors would have received the full effect of any increase or decrease in the Reference Basket.

Investors should note that past performance is not a reliable indicator of future performance. Future volatility and returns may vary. The chart above is solely for educational purposes and is in no way a reflection of performance simulation.

4. Formulae and Calculations



Initial Strategy Value	The average of the Strategy Values on the three Initial Averaging Dates.
Final Strategy Value	The average of the Strategy Values on the three Final Averaging Dates.
Participation Rate	<p>The Participation Rate (PR) is calculated as: $PR = \text{Min}(100\%, \text{Target Volatility/Realised Volatility}_{(t)})$.</p> <p>Where: Target Volatility is 24% Realised Volatility_(t) is the Volatility on day <i>t</i> calculated as</p> $\text{Vol1}_t = \sqrt{252} \times \left[\sum_{i=t-59}^t \frac{1}{60} \times \text{Ln} \left(\frac{1}{5} \times \sum_{x=1}^5 \left(\frac{\text{Underlying Share Price (x)}_t}{\text{Underlying Share Price (x)}_{t-1}} \right) \right)^2 \right]^{0.5}$
Strategy Value	<p>The Strategy Value is calculated on each Scheduled Business Day using the Strategy Value from the previous Scheduled Business Day, the average performance of the five Underlying Shares comprising the Reference Basket and the Volatility of the Reference Basket over the previous 60 Scheduled Business Days. The formula for calculating Strategy Value in the currency of the Reference Basket (i.e. AUD) on Scheduled Business Day <i>t</i> is as follows:</p> $\text{Strategy Value}_t = \text{Strategy Value}_{t-1} \times [1 + \text{Participation Rate}_{t-1} \times (\text{Basket Return})]$ <p>Where:</p> <p>Strategy Value_{<i>t</i>} means the Strategy Value on Scheduled Business Day <i>t</i> Strategy Value_{<i>t-1</i>} means the Strategy Value the Scheduled Business Day before <i>t</i> Strategy Value₀ means the Strategy Value on the Commencement Date, being 100. Participation Rate_{<i>t-1</i>} means the Participation Rate on the Scheduled Business Day before <i>t</i> Reference Basket Return means the arithmetic average of the return on each Underlying Share comprising the Reference Basket and calculated as follows:</p> $\text{Reference Basket Return} = \left(\frac{1}{5} \times \sum_{x=1}^5 \left(\frac{\text{Underlying Share Price (x)}_t}{\text{Underlying Share Price (x)}_{t-1}} - 1 \right) \right)$ <p>where:</p> <p>Underlying Share Price_{<i>t</i>} means the closing price of the Underlying Share on the relevant Exchange for each such Share on any Exchange Business Day(<i>t</i>). Underlying Share Price_{<i>t-1</i>} means the closing price of the Underlying Share on the relevant Exchange for each such Share on any Exchange Business Day before (<i>t</i>)</p>
Coupons	<p>Gross Performance Coupon (AUD) = Max(0%, Final Strategy Value/Initial Strategy Value – 1)) Net Performance Coupon (AUD) = Gross Coupon x 90% (The 90% shown in the above formulas has the effect of reducing the Coupon by the 10% Performance Fee).</p>

5. Master PDS



This Term Sheet PDS must be read in conjunction with the Master PDS dated 14 August 2017.

Please download the Master PDS at www.sequoiasi.com.au/masterpdswithloanPDS14August2017 or





This is an Application Form for Units in the Sequoia Launch Units – Series 34 issued by Sequoia Specialist Investments Pty Ltd (ACN 145 459 936) and arranged by Sequoia Asset Management Pty Ltd (ACN 135 907 550, AFSL 341506). This Application Form accompanies the Term Sheet PDS for each Series dated 23 November 2017, the Master PDS dated 14 August 2017 and any supplementary PDS issued for the Units. It is important that you read the Term Sheet PDS and 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 PDS including the Master PDS, any supplemental PDS and the Application Form, on request without charge.

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

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

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

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

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



SECTION A – INVESTOR DETAILS

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

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

A1 INDIVIDUAL INVESTOR DETAILS (MUST COMPLETE) (including individuals acting as trustee and corporate directors)

INVESTOR 1 (Your name MUST match your ID exactly.)

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

Title: Given Names (in full) Surname:

Date of Birth (dd/mm/yyyy) Country of Citizenship

Residential Address

City/Suburb/Town State Postcode Country

Email Address

Telephone (home) Area code Number

Telephone (business hours) Area code Number

Mobile

Fax: Area code Number

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

Title: Given Names (in full) Surname:

Date of Birth (dd/mm/yyyy) Country of Citizenship

Residential Address

City/Suburb/Town State Postcode Country

Email Address

Telephone (home) Area code Number

Telephone (business hours) Area code Number

Mobile

Fax: Area code Number



A2 AUSTRALIAN CORPORATIONS & CORPORATE TRUSTEES

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

Full name of the company as registered by ASIC

ACN or ABN

Registered Office Address (PO Box is NOT acceptable)

City/Suburb/Town

State

Postcode

Country

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

City/Suburb/Town

State

Postcode

Country

Main Contact

Email Address

Telephone (business hours)

Area code

Number

Fax:

Area code

Number

Company type

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

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

How many directors are there?

Each Director's name in full (in Capitals)

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

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

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

A3 TRUSTS or SUPER FUND DETAILS

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

Name of Trust or SMSF

Country of establishment

Date of establishment

ABN

BENEFICIARY 1 – Name

ABN (if applicable)

BENEFICIARY 2 – Name

ABN (if applicable)

BENEFICIARY 3 – Name

ABN (if applicable)



TAX FILE NUMBER

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

Are you an Australian resident for tax purposes? Yes No

If no, please specify your country of tax residence

Australian Tax File Number (This information requested by Sequoia Nominees No. 1 Pty Ltd as Custodian.)

OR Exempt from quoting a tax file number

Exemption details (if applicable)

SECTION B – ACCOUNT CONTACT DETAILS (MUST COMPLETE)

Please indicate your preferred account contact details:

Same as Section A

Please use the following address for correspondence

Main Contact

Postal Address

City/Suburb/Town

State

Postcode

Country

Email Address

Telephone (home)

Area code

Number

Telephone (business hours)

Area code

Number

Mobile

Fax:

Area code

Number

SECTION C – INVESTMENT DETAILS (MUST COMPLETE)

Details of the Units to be purchased:

	Series 34
Number of Units	
Issue Price	\$1.00 per Unit
Investment Amount (\$)	\$ _____
Prepaid Interest (A)	\$ _____ (Investment Amount x 8.55% p.a. x 2 years)
Currency and Risk Management Fee (B)	\$ _____ (Investment Amount x 1.4% p.a. x 2 years)
Application Fee (C)	\$ _____ (Investment Amount x 2.20%)
Upfront Adviser Fee* (D)	\$ _____
Total Amount Payable* (A) + (B) + (C) + (D)	\$ _____

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

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



SECTION D – 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 E – PRIVACY

Sequoia Specialist Investments Pty Ltd 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 Sequoia Specialist Investments regarding future investment opportunities.

SECTION F – PROVIDING IDENTIFICATION

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

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

SECTION G – DECLARATIONS & SIGNATURES

YOU SHOULD READ THE PDS IN FULL BEFORE SIGNING THIS APPLICATION FORM

By completing this Application Form you:

1. declare that you have read and understood this Term Sheet PDS and the Master PDS.
2. declare that you have read and understood Section 6 "Terms of the Deferred Purchase Agreement" of the Master PDS.
3. declare that you have read and agree to the terms of Section 8 "Loan Agreement" of the Master PDS.
4. agree to the collection, use and disclosure of your personal information provided in this Application Form.
5. declare that you have received this Term Sheet PDS and the Master PDS personally, electronically or a print-out of it, accompanied by or attached to this Application Form before signing the form.
6. declare that all information provided in the Application Form or any other information provided in support of the Application is true and correct.
7. acknowledge that none of Issuer, Custodian or any member of their respective groups or any of their directors or associates or any other entity guarantees the performance of or the repayment of capital invested in, or income from the Units.
8. declare that if the Execution Page of this Application Form is signed under power of attorney, you have no knowledge of the revocation of that power of attorney.
9. declare that you have the power to make an investment in accordance with this application, including the Application for the Loan in accordance with the Loan Agreement and the Units in accordance with the terms of this PDS.
10. declare that you have read and understood the Direct Debit Request Service Agreement.
11. confirm and make the declarations set out in the Direct Debit Authority.
12. declare that sole signatories signing on behalf of a company are signing as sole director or as a sole director/secretary of the company.
13. acknowledge that an investment in the Units is subject to risks including possible delays in repayment and possible loss of capital invested.
14. agree to be bound by the provisions of the terms and conditions of the Units set out in the PDS, specifically those contained in Section 6 "Terms of the Deferred Purchase Agreement" and Section 8 "Loan Agreement" of the Master PDS, and as amended from time to time.
15. acknowledge that the terms and conditions of the Units are an agreement between the Issuer, the Custodian and the Investor arising on the terms and conditions set out in Section 6 "Terms of the Deferred Purchase Agreement" of the Master PDS.
16. acknowledge that you give the indemnities in clause 12 of Section 6 "Terms of the Deferred Purchase Agreement" and clause of Section 8 "Loan Agreement" of the Master PDS for the benefit of the Issuer and the Custodian.
17. acknowledge that this PDS does not constitute an offer in any jurisdiction in which, or to any person of whom, it would be unlawful to make the offer.
18. declare that if investing as a trustee of a trust ("Trust") (including acting as trustee for a superannuation fund) you are acting in accordance with your designated powers and authority under the Trust Deed. In the case of Superannuation Funds, you also confirm that the funds are complying funds under the Superannuation Industry (Supervision) Act.
19. declare that if investing as a trustee of a trust (**Trust**) (including acting as trustee for a superannuation fund), you are familiar with the documents constituting the trust (the **Trust Documents**) (and as amended, if applicable) purporting to establish, and relating to, the Trust and hereby declare and confirm that:
 - a) the Trust and the Trust Documents have been validly constituted and is subsisting at the date of this declaration;
 - b) you will be and are empowered and authorised by the terms of the Trust Documents examined by you to enter into and bind the Trust to the transactions completed by the Terms and this Term Sheet PDS and the Master PDS;
 - c) the transactions completed by the Terms and this Term Sheet PDS and Master PDS do or will benefit the beneficiaries of the Trust; and
 - d) you have all the power, authority and discretion vested as trustee to apply for and hold the Units.
20. acknowledge that there is a Security Interest over the Hedge, known as the Hedge Security Deed (described in Section 3 "Security Arrangements" of the Master PDS) and you are entitled to the benefit of the Hedge Security Deed, bound by the terms of the Hedge Security Deed and must perform all of the obligations and comply with all restrictions and limitations applicable to you under the Hedge Security Deed. You also



- acknowledge that the benefit of the Hedge Security Deed is held by the Security Trustee on trust for you in accordance with the Security Trust Deed (described in Section 3 "Security Arrangements" of the Master PDS).
21. acknowledge that all information relating to this Application Form for investment or any subsequent information relating to this investment may be disclosed to any service provider and to your adviser. This authority will continue unless revoked in writing by you.
 22. If you use the facsimile or email facility you:
 - a) release, discharge and agree to indemnify the Issuer and their agents, including the registrar and their respective officers from and against all losses, liabilities, actions, proceedings, accounts, claims and demand arising from instructions received under the facility;
 - b) agree that a payment made in accordance with the conditions of the facility shall be in complete satisfaction of all obligations to you for a payment, notwithstanding it was requested, made or received without your knowledge or authority.
 23. acknowledge the Issuer has entered into custodial arrangements with Sequoia Nominees No. 1 Pty Ltd ("Custodian").
 24. acknowledge that your Units will be issued to the Custodian on your behalf and the Custodian will hold your Units subject to the Investor Security Deed in accordance with the terms of the Loan Agreement and the Custody Deed.
 25. irrevocably direct and authorise the Lender to draw down the Loan Amount and pay the amount directly to the Issuer in satisfaction of your obligation to pay your Investment Amount.
 26. acknowledge that if the Units are subject to Early Maturity for any reason, you will not be entitled to any Final Coupon payable or the Delivery Parcel on or after the occurrence of the relevant Early Maturity Event.
 27. irrevocably direct and authorise the payment of the Final Coupon, Buy-Back Price, Termination Payment, Early Maturity Value and Sale Monies to be paid firstly to the Lender in repayment of the Loan Amount. However the Lender does not intend to apply the Final Coupon (if any) to the Loan Amount during the Investment Term unless there is an Event of Default under the Investor Security Deed.
 28. if you fail to pay the Loan Amount, you assign all of your rights under the Loan Agreement to the Acceptor and the Acceptor will assume all of your obligations under the Loan Agreement on your behalf. You will be deemed to direct the Custodian to hold the Delivery Parcel on your behalf, and to authorise and direct the Issuer (or its nominees) to sell or procure the sale of the Delivery Parcel and to apply the resulting Sale Monies (which includes a deduction for Delivery Costs) to pay the Lender an amount equal to the Loan Amount when the Acceptor assumed your obligations under the Loan.
 29. 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.
 30. irrevocably appoint for valuable consideration the Issuer, its related bodies corporate and each of their respective employees whose title includes the word "director" jointly, and each of them severally as my/our true and lawful agent to do all acts and things:
 - a) necessary to bind you to the Terms, give effect to the Terms, including without limitation, completing or amending any Application Forms (if the Issuer, in its absolute discretion, has accepted the Application Form);
 - b) necessary to give effect to, amend, execute, register or enforce the Custody Deed or Investor Security Deed and bind you to the terms of the Custody Deed;
 - c) that the Investor is obliged to do under the Terms;
 - d) which, in the opinion of the Issuer are necessary in connection with:
 - i. payment of any moneys to the Investor;
 - ii. the Maturity process, including without limitation, if an Early Maturity Event occurs;
 - iii. any Issuer Buy-Back;
 - iv. the Delivery Assets, including without limitation the delivery or sale of the Delivery Assets;
 - v. the repayment of the Loan Amount;
 - vi. the Investor Security Deed, including without limitation the perfection and enforcement of the Investor Security Deed.
 31. 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.
 32. 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.
 33. 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



SECTION H – Bank Account Details – For Payments to you and for Direct Debit

This Direct Debit Request includes this page and the next section entitled "Section I – Execution Page".

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 I.

Surname or Company Name Given Name or ABN

Surname or Company Name Given Name or ABN

authorise and request Sequoia Specialist Investments Pty Ltd ACN 145 459 936, (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 Sequoia Specialist Investments Pty Ltd may properly charge me/us to be debited from my/our Nominated Account via the Bulk Electronic Clearing System at the financial institution shown below and paid to Sequoia Specialist Investments Pty Ltd subject to the terms and conditions of the Direct Debit Request Service Agreement in the Master 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





SECTION I – EXECUTION PAGE

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

Acknowledgments

I/We understand and acknowledge that by signing below:

- I/We have read and understood, and agree to, the terms and conditions governing the direct debit arrangements between me/us and Sequoia Specialist Investments Pty Ltd as set out in the Direct Debit Request Service Agreement of this PDS; and
- I/We make the declarations set out in Section H of this Application Form.

Business/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:

- business purposes; or
- investment purposes other than investment in residential property.

IMPORTANT

You should only sign this declaration if this loan is wholly or predominantly for:

- business purposes; or
- investment purposes other than investment in residential property.

By signing this declaration you may lose your protection under the National Credit Code.

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 Adviser Fee once the investment has commenced and Units have been issued.

Director/Trustee 1 (Print Name)

Signature (Director/Trustee 1)

Date

Tick capacity – mandatory for companies Sole Director Director Secretary

Tick capacity if appropriate: Individual Trustee Corporate Trustee Partner

Director/Trustee 2 (Print Name)

Signature (Director/Trustee 2)

Date

Tick capacity – mandatory for companies Sole Director Director Secretary

Tick capacity if appropriate: Individual Trustee Corporate Trustee Partner



DIRECT DEBIT REQUEST SERVICE AGREEMENT

Between the Investor and Sequoia Specialist Investments Pty Ltd ACN 145 459 936.

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.

“**Exchange**” means the relevant stock exchange where an Underlying Share is listed.

“**Our, Us or We**” means Sequoia Specialist Investments Pty Ltd (“Sequoia”) which You have authorised by signing a Direct Debit Request.

“**Term Sheet PDS**” means the document to which this Agreement was attached and which sets out the terms of the offer of the Sequoia Launch Units – Series 34 Deferred Purchase Agreements.

“**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:

Sequoia Specialist Investments Pty Ltd
PO Box R1837
Royal Exchange NSW 1225

or

by telephoning Us on 02 8114 2222 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 PDS.

9.3 Any notice will be deemed to have been received on the third banking day after posting. Execution by You of the Application Form that contains the Direct Debit Request deems You to have read and understood the terms of this Direct Debit Request Service Agreement.





Section J – 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 Sequoia Launch Units – Series 34.

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 Sequoia Launch Units – Series 34.

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 Sequoia Launch Units – Series 34 Term Sheet PDS dated 23 November 2017 (as relevant) and the Master PDS dated 14 August 2017.

Director/Trustee 1 (Print Name)

Signature (Director/Trustee 1)

Date

Tick capacity – mandatory for companies Sole Director Director Secretary

Tick capacity if appropriate: Individual Trustee Corporate Trustee Partner

Director/Trustee 2 (Print Name)

Signature (Director/Trustee 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) Area code

Number

Adviser Email

Adviser Stamp

Dealer Group name

Dealer Phone (business hours) Area code

Number

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 PDS for a guide to acceptable identification documentation.

ID Document Details

Applicant 1

Applicant 2

Verified From

Original

Certified Copy

Original

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.

- consent to the collection of the Upfront Adviser Fee and Ongoing Adviser Fee by the Issuer;
- agree that the Issuer has no liability to us for the amount of the Upfront Adviser Fee and Ongoing Adviser Fee or the collection or remittance of the Upfront Adviser Fee and Ongoing Adviser Fee 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 or Ongoing Adviser Fee will not be collected (or, if collected, will be returned to applicants without interest), the Upfront Adviser Fee and Ongoing Adviser Fee will not be payable to us and we will have no action against the Issuer in respect of the Adviser Fee;
- agree and acknowledge that if the Unitholder(s) investment in the Units is terminated for any reason, the Upfront Adviser Fee and Ongoing Adviser Fee will not be collected and we will have no action against the Issuer in respect of any unpaid Adviser Fee; 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 or Ongoing Adviser Fee.

Payment of the Adviser Fee – 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 Adviser Fee made up of the Upfront Adviser Fee (if any)) is as specified in Section C of the Application Form;

Authorised Investment Adviser Signature

Authorised Representative Number

Date



Sequoia Launch Units – Series 34



ISSUER BUY-BACK FORM

This is an Issuer Buy-Back Form for Units in the Sequoia Launch Units – Series 34 issued by Sequoia Specialist Investments Pty Ltd (ACN 145 459 936) and arranged by Sequoia Asset Management Pty Ltd (ACN 135 907 550, AFSL 341506) This Issuer Buy-Back Form accompanies the Term Sheet PDS dated 23 November 2017, Master PDS dated 14 August 2017 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 Sequoia Specialist Investments Pty Ltd pursuant to the Term Sheet PDS dated 23 November 2017 and Master PDS dated 14 August 2017 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

Area code

Number

SECTION B – DETAILS OF THE UNITS TO BE SOLD

Investment:

Sequoia Launch Units – Series 34

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

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

SECTION C – DECLARATIONS & SIGNATURES

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

- 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.
- 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)
- I/We understand I/We will have no further exposure to the Reference Basket after the Units are bought back
- I/We understand that there may be significant Break Costs (including Loan Break Costs) for the Issuer Buy-Back.
- I/We understand that the Buy-Back Price (if any) may differ significantly from the quoted value provided by Sequoia Specialist Investments and/or the Hedge Provider.
- I/We understand that the Buy-Back Price will first be applied against my outstanding Loan Amount and only the surplus (if any) will be paid to me/us.
- I/We understand that the tax outcome may differ from the Term Sheet PDS and Master PDS by participating in an Issuer Buy-Back.
- The Issuer strongly recommends you seek independent expert tax advice before submitting this request.
- I/We understand by submitting the Issuer Buy-Back request, that it is irrevocable.

Signature of Unitholder 1

Name of Unitholder 1

Date

Tick capacity – mandatory for companies

Sole Director

Director

Secretary

Tick capacity (if applicable)

Individual Trustee

Corporate Trustee

Partner in Partnership

Signature of Unitholder 2

Name of Unitholder 2

Date

Tick capacity – mandatory for companies

Sole Director

Director

Secretary



**Lead Distributor:**

Sequoia Asset Management
Level 36, AMP Centre, 50 Bridge St
Sydney NSW 2000
PO Box R1837
Royal Exchange NSW 1225
P: 1300 522 644

Issuer:

Sequoia Specialist Investments
Level 36, AMP Centre, 50 Bridge St
Sydney NSW 2000
PO Box R1837
Royal Exchange NSW 1225
P: 02 8114 2222

Registrar:

Registry Direct Pty Ltd
Level 6, 2 Russel Street
Melbourne, VIC, 3000
P: 1300 55 66 35

Issuer's Solicitors:

Baker & McKenzie
Level 27, AMP Centre
50 Bridge Street
Sydney NSW 2000

Custodian & Security Trustee:

Sequoia Nominees No. 1 Pty Ltd
Level 36, AMP Centre, 50 Bridge St
Sydney NSW 2000

All Application Forms and Correspondence to:

Sequoia Asset Management
PO Box R1837
Royal Exchange
NSW 1225

