

Dispersion – Series 9

US Inflation

16 July 2021



Product Disclosure Statement



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 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 16 July 2021 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**”).

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

Definitions

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

Nature of the Units

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

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



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1. Overview



The Units in Dispersion – US Inflation– Series 9 offer investors the ability to gain exposure to the Dispersion of a Reference Basket of listed US Shares (each an “Underlying”) during the period from the Commencement Date to the Maturity Date (being a period of approximately 2 years) based on the full leveraged Investment Amount. Investment in the Units is by way of a 100% LVR limited recourse loan, with Investors only being required to pay an Application Fee and Prepaid Interest following a successful application for Units.

Objective

The objective of Series 9 is to enable investors to benefit from divergent stock price performance due to rising US Inflation expectations during the Investment term. The Reference Basket has been selected based on 5 stocks which have historical HIGH correlation to rising inflation expectations and 5 stocks which have historical LOW correlation to rising inflation expectations. This is based on the individual stock’s correlation to the USD Inflation Swap Forward 5Y5Y Index which is a common measure used by central banks and dealers to look at the markets future inflation expectations in the US.¹

Reference Basket

Ticker	Name	GICS Sector	1y Correlation vs USD Inflation Swap Forward 5Y5Y (FWISUS55 Index) ²
BAC US	Bank of America	Financials	24.22%
TFC US	Truist Financial	Financials	23.85%
XOM US	Exxon Mobil	Energy	20.40%
HON US	Honeywell International	Industrials	19.61%
UPS US	United Parcel Service	Industrials	19.33%
NEE US	NextEra Energy	Utilities	6.07%
NFLX US	Netflix	Communication Services	5.96%
ABBV US	AbbVie	Health Care	5.76%
CI US	Cigna	Health Care	4.18%
ATVI US	Activision Blizzard	Communication Services	4.00%

¹Taking the current top liquid S&P 500 Index constituents as the universe, the Issuer constructed a basket composed of 10 stocks based on the 3-year average of their rolling 1 year realised correlation vs the USD Inflation Swap Forward 5Y5Y (FWISUS55 Index). The USD Inflation Swap Forward 5Y5Y is a common measure used by central banks and dealers to look at the markets future inflation expectations in the US. Hence, we selected the top 5 stocks with the highest positive correlation and top 5 stocks with the lowest correlation FWISUS55 Index, whilst ensuring that there were no more than 2 stocks included within the same sector to ensure a broad level of sector diversification.

² Calculated as at 17 June 2021.

Disclaimer: past performance is no indication of future performance. There is no guarantee that the stocks indicating historically high correlation to inflation expectations will continue to do so during the Investment Term. This also applies for those stocks indicating a historically low correlation to inflation expectations.

Potential Performance Coupon at Maturity

The Units provide investors with a potential uncapped Performance Coupon at Maturity based on the full leveraged investment amount depending on the performance of Dispersion of the Reference Basket during the Investment Term provided the realised level of Dispersion at Maturity is greater than the Hurdle. The Performance Coupon is also adjusted for changes in the AUD/USD exchange rate during the Investment Term.



Summary of the key features are as follows

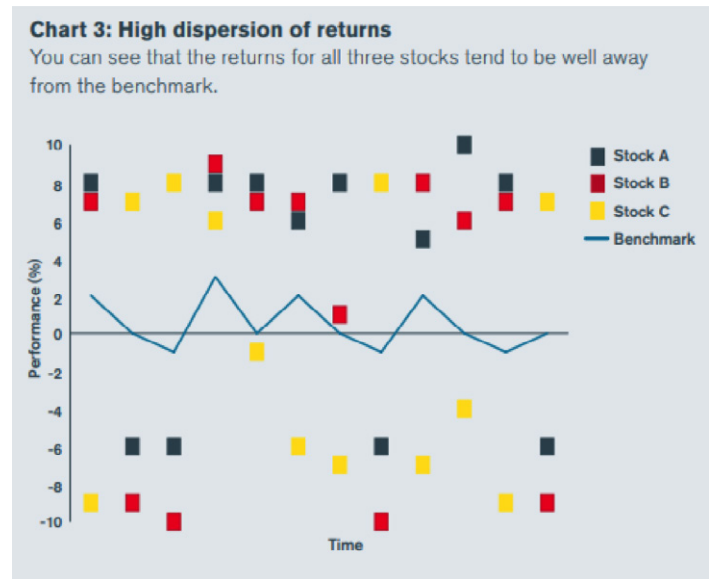
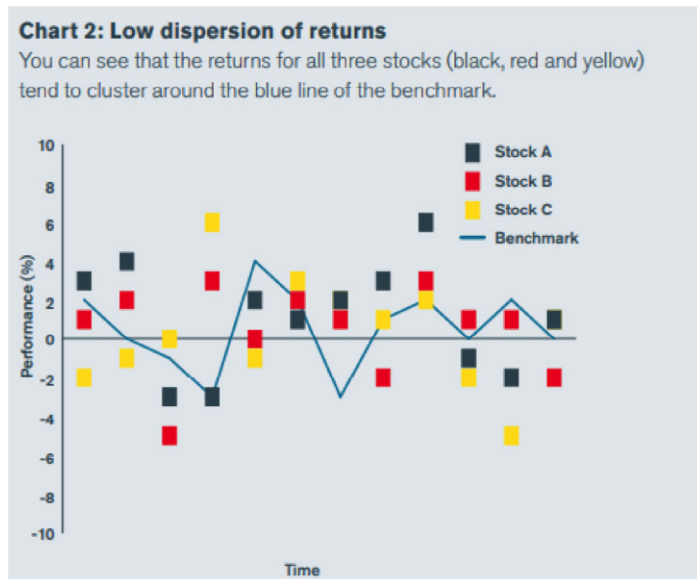
Series 9	
Investment Term	2 years
Limited recourse Loan	Yes
Annual Interest Rate on Loan (payable for the full 2 years in advance)	3.6% p.a. (7.2% payable upfront for the full 2 year Investment Term)
Dispersion	The dispersion of a basket of securities is typically measured by how much the return of each individual security in the basket differs, in absolute terms from the average return of the overall basket over a given period of time. Each of these return differentials are averaged and the greater the average, the higher the measure of dispersion Refer to the Formulae & Calculations section of the PDS for a precise formula for calculating Dispersion.
Potential Performance Coupon	Yes, the potential for one uncapped Performance Coupon based on the realised level of Dispersion at Maturity LESS the Hurdle, as adjusted for changes in the AUD/USD exchange rates
Hurdle	The Hurdle is determined by the Issuer on the Commencement Date. As at the date of the PDS the Hurdle would be 28.5%. The Issuer will not proceed with the issue of Units if the Hurdle cannot be set at or below 28.5% on the Commencement Date
Currency Exposure	Yes, the potential Performance Coupon at Maturity is adjusted for changes in the AUD/USD exchange rate during the Investment Term
Application Fee	0.75% including GST
Total Investment cost for the full 2 year period	7.95%
Break-Even Level Dispersion at Maturity excluding FX	36.45%
Margin Calls	No
SMSF Eligibility	Yes

2. What is Dispersion



The dispersion of a basket of securities is measured by how much the return of each individual security in the basket differs, in absolute terms from the average return of the overall basket over a given period of time. Each of these return differentials are averaged and the greater the average, the higher the measure of dispersion.

The charts below illustrate the difference between low dispersion of returns and high dispersion of returns. Please note the first chart is entitled Chart 2 and there is no Chart 1.



How to Calculate Dispersion

On a basket of three stocks, the dispersion of the basket in the example below is 8.7%



$$d_1 = 9\%, d_2 = 4\%, d_3 = 13\%$$

$$d = (d_1 + d_2 + d_3) / 3 = 8.7\%$$

d_1 = dispersion of individual Stock 1

d_2 = dispersion of individual Stock 2

d_3 = dispersion of individual Stock 3

d = dispersion of the basket of 3 stocks

It is important to note that when calculating the individual stock dispersion, this measure only looks at the absolute difference in performance as compared to the average performance. Whether or not it is negative or positive difference makes no difference to the calculation.

When does Dispersion Generate Positive Returns?

The Dispersion is calculated on the relative performance of the constituents of the basket versus the performance of the basket as a whole. The greater the difference in the relative performance of each constituent as compared to the average performance the greater the potential for returns. However, it is important to note the performance of each constituent is also relevant to the calculation of the average performance of the basket. This interdependence means that a positive dispersion will depend on the individual circumstances and returns may vary significantly even where general market conditions are very similar.

For example in a rising market if all constituents in the basket move in line with each other, then the dispersion will be low and there is unlikely to be a positive return. If, however, the rising market is caused by one or two constituents significantly outperforming the rest of the basket there is likely to be an increase in dispersion returns. Alternatively in a flat or falling market if all the constituents are contributing equally to the performance of the basket there is unlikely to be any significant dispersion to generate a return. If, however, two constituents outperform significantly and two constituents underperform significantly whilst the average of the basket is unchanged, there is likely to be an increase in dispersion returns.

3. Term Sheet – Dispersion – US Inflation – Series 9



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 entirety of this Term Sheet PDS as well as the Master PDS before deciding whether or not to invest. The information in this section is qualified by Section 6 “Terms of the Deferred Purchase Agreement” in the Master PDS.

Offer Opening Date	19 July 2021
Offer Closing Date	6 August 2021
Commencement Date/Issue Date	13 August 2021 or as soon as reasonably practicable thereafter as determined by the Issuer and as notified to you.
Interest Payment Date (Application Payment Date)	9 August 2021 Investors should note the Interest Payment Date is also the Application Payment Date.
Coupon Determination Date	14 August 2023
Maturity Date	14 August 2023
Coupon Payment Date	10 Business Days after the 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 September 2021 (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 AUD \$1.00 per Unit and will be applied to repay your Loan. However, you will 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.

Ticker	Name	GICS Sector ¹
BAC US	Bank of America	Financials
TFC US	Truist Financial	Financials
XOM US	Exxon Mobil	Energy
HON US	Honeywell International	Industrials
UPS US	United Parcel Service	Industrials
NEE US	NextEra Energy	Utilities
NFLX US	Netflix	Communication Services
ABBV US	AbbVie	Health Care
CI US	Cigna	Health Care
ATMI US	Activision Blizzard	Communication Services

¹ Global Industry Classification Standard. For further details refer to <https://www.msci.com/gics>



Underlyings Bank of America

Bank of America Corporation, through its subsidiaries, provides banking and financial products and services for individual consumers, small and middle-market businesses, institutional investors, large corporations, and governments worldwide. Its Consumer Banking segment offers traditional and money market savings accounts, certificates of deposit and IRAs, noninterest-and interest-bearing checking accounts, and investment accounts and products; and credit and debit cards, residential mortgages, and home equity loans, as well as direct and indirect loans, such as automotive, recreational vehicle, and consumer personal loans. The company's Global Wealth & Investment Management segment offers investment management, brokerage, banking, and trust and retirement products and services; and wealth management solutions, as well as customized solutions, including specialty asset management services. Its Global Banking segment provides lending products and services, including commercial loans, leases, commitment facilities, trade finance, and commercial real estate and asset-based lending; treasury solutions, such as treasury management, foreign exchange, and short-term investing options and merchant services; working capital management solutions; and debt and equity underwriting and distribution, and merger-related and other advisory services. The company's Global Markets segment offers market-making, financing, securities clearing, settlement, and custody services, as well as risk management products using interest rate, equity, credit, currency and commodity derivatives, foreign exchange, fixed-income, and mortgage-related products. As of April 15, 2021, it served approximately 66 million consumer and small business clients with approximately 4,300 retail financial centers; approximately 17,000 ATMs; and digital banking platforms with approximately 40 million active users. The company was founded in 1784 and is headquartered in Charlotte, North Carolina.

Find more details at:

<https://au.investing.com/equities/bank-of-america-company-profile>
www.bankofamerica.com

Truist Financial

Truist Financial Corporation, a holding company, provides banking and trust services in the Southeastern and Mid-Atlantic United States. The company operates through three segments: Consumer Banking and Wealth, Corporate and Commercial Banking, and Insurance Holdings. Its deposit products include noninterest-bearing checking, interest-bearing checking, savings, and money market deposit accounts, as well as certificates of deposit and individual retirement accounts. The company also provides funding; asset management; automobile lending; bankcard lending; consumer finance; home equity and mortgage lending; insurance, such as property and casualty, life, health, employee benefits, workers compensation and professional liability, surety coverage, title, and other insurance products; investment brokerage; mobile/online banking; and payment, lease financing, small business lending, and wealth management/private banking services. In addition, it offers association, capital market, institutional trust, insurance premium and commercial finance, international banking, leasing, merchant, commercial deposit and treasury, government finance, commercial middle market lending, small business and student lending, floor plan and commercial mortgage lending, mortgage warehouse lending, private equity investment, real estate lending, and supply chain financing services. Further, the company provides corporate and investment banking, retail and wholesale brokerage, securities underwriting, and investment advisory services. As of December 31, 2020, the company operated through 2,781 banking offices. The company was formerly known as BB&T Corporation and changed its name to Truist Financial Corporation in December 2019. Truist Financial Corporation was founded in 1872 and is headquartered in Charlotte, North Carolina.

Find more details at:

<https://au.investing.com/equities/bb-t-corp-company-profile>
www.truist.com

Exxon Mobil

Exxon Mobil Corporation explores for and produces crude oil and natural gas in the United States and internationally. It operates through Upstream, Downstream, and Chemical segments. The company is also involved in the manufacture, trade, transport, and sale of crude oil, natural gas, petroleum products, petrochemicals, and other specialty products; and manufactures and sells petrochemicals, including olefins, polyolefins, aromatics, and various other petrochemicals. As of December 31, 2020, it had approximately 22,239 net operated wells with proved reserves. The company was founded in 1870 and is based in Irving, Texas.

Find more details at:

<https://au.investing.com/equities/exxon-mobil-company-profile>
corporate.exxonmobil.com

**Honeywell International**

Honeywell International Inc. operates as a diversified technology and manufacturing company worldwide. Its Aerospace segment offers auxiliary power units, propulsion engines, integrated avionics, environmental control and electric power systems, engine controls, flight safety, communications, navigation hardware, data and software applications, radar and surveillance systems, aircraft lighting, advanced systems and instruments, satellite and space components, and aircraft wheels and brakes; spare parts; repair, overhaul, and maintenance services; thermal systems; and connected solutions and data services for aftermarket, as well as wireless connectivity and management services. The company's Honeywell Building Technologies segment offers software applications for building control and optimization; sensors, switches, control systems, and instruments for energy management; access control; video surveillance; fire products; remote patient monitoring systems; e-cooling heat transfer agents; and installation and upgrades of systems. Its Performance Materials and Technologies segment offers automation control, instrumentation, and software and related services; catalysts and adsorbents, equipment, and consulting; and materials to manufacture end products, such as bullet-resistant armor, nylon, computer chips, and pharmaceutical packaging, as well as Honeywell forge connected solutions. The company's Safety and Productivity Solutions segment provides personal protection equipment, apparel, gear, and footwear; gas detection technology; cloud-based notification and emergency messaging; mobile devices and software; supply chain and warehouse automation equipment, and software solutions; custom-engineered sensors, switches, and controls; and data and asset management productivity software solutions. It has strategic alliances with DENSO Corporation, Signify, and IDEMIA Group, S.A.S. The company was incorporated in 1985 and is headquartered in Charlotte, North Carolina.

Find more details at:

<https://au.investing.com/equities/honeywell-intl-company-profile>
www.honeywell.com

United Parcel Service

United Parcel Service, Inc. provides letter and package delivery, transportation, logistics, and financial services. It operates through three segments: U.S. Domestic Package, International Package, and Supply Chain & Freight. The U.S. Domestic Package segment offers time-definite delivery of letters, documents, small packages, and palletized freight through air and ground services in the United States. The International Package segment provides guaranteed day and time-definite international shipping services in Europe, the Asia Pacific, Canada and Latin America, the Indian sub-continent, the Middle East, and Africa. This segment offers guaranteed time-definite express options. The Supply Chain & Freight segment provides international air and ocean freight forwarding, customs brokerage, distribution and post-sales, and mail and consulting services in approximately 200 countries and territories; and less-than-truckload and truckload services to customers in North America. This segment also offers truckload brokerage services; supply chain solutions to the healthcare and life sciences industry; shipping, visibility, and billing technologies; and financial and insurance services. The company operates a fleet of approximately 127,000 package cars, vans, tractors, and motorcycles; and owns 58,000 containers that are used to transport cargo in its aircraft. United Parcel Service, Inc. was founded in 1907 and is headquartered in Atlanta, Georgia.

Find more details at:

<https://au.investing.com/equities/united-parcel-company-profile>
www.ups.com

NextEra Energy

NextEra Energy, Inc., through its subsidiaries, generates, transmits, distributes, and sells electric power to retail and wholesale customers in North America. The company generates electricity through wind, solar, nuclear, and fossil fuel, such as coal and natural gas facilities. It also develops, constructs, and operates long-term contracted assets with a focus on renewable generation facilities, electric transmission facilities, and battery storage projects; and owns, develops, constructs, manages and operates electric generation facilities in wholesale energy markets. As of December 31, 2020, the company operated approximately 28,400 megawatts of net generating capacity. It serves approximately 11 million people through approximately 5.6 million customer accounts in the east and lower west coasts of Florida with approximately 76,200 circuit miles of transmission and distribution lines and 673 substations. The company was formerly known as FPL Group, Inc. and changed its name to NextEra Energy, Inc. in 2010. NextEra Energy, Inc. was founded in 1925 and is headquartered in Juno Beach, Florida.

Find more details at:

<https://au.investing.com/equities/nextera-energy-inc-company-profile>
www.nexteraenergy.com

**Netflix**

Netflix, Inc. provides entertainment services. It offers TV series, documentaries, and feature films across various genres and languages. The company provides members the ability to receive streaming content through a host of Internet-connected devices, including TVs, digital video players, television set-top boxes, and mobile devices. It also provides DVDs-by-mail membership services. The company has approximately 204 million paid members in 190 countries. Netflix, Inc. was founded in 1997 and is headquartered in Los Gatos, California.

Find more details at:

<https://au.investing.com/equities/netflix,-inc.-company-profile>

<https://ir.netflix.com/>

AbbVie

AbbVie Inc. (AbbVie) is a research-based biopharmaceutical company. The Company is engaged in the discovery, development, manufacture and sale of a range of pharmaceutical products. Its products are focused on treating conditions, such as chronic autoimmune diseases in rheumatology, gastroenterology and dermatology; oncology, including blood cancers; virology, including hepatitis C virus (HCV) and human immunodeficiency virus (HIV); neurological disorders, such as Parkinson's disease and multiple sclerosis; metabolic diseases, including thyroid disease and complications associated with cystic fibrosis, and other serious health conditions. It offers products in various categories, including HUMIRA (adalimumab), Oncology products, Virology Products, Additional Virology products, Metabolics/Hormones products, Endocrinology products and other products, which include Duopa and Duodopa (carbidopa and levodopa), Anesthesia products and ZINBRYTA (daclizumab).

Find more details at:

<https://au.investing.com/equities/abbvie-inc-company-profile>

www.abbvie.com

Cigna

Cigna Corporation provides insurance and related products and services in the United States. Its Evernorth segment provides a range of coordinated and point solution health services, including pharmacy, benefits management, care, and intelligence solutions to health plans, employers, government organizations, and health care providers. The company's U.S. Medical segment offers commercial products and services, including medical, pharmacy, behavioral health, dental, vision, health advocacy programs, and other products and services for insured and self-insured customers; Medicare Advantage, Medicare Supplement, and Medicare Part D plans for seniors, as well as Medicaid plans; and individual health insurance plans to on and off the public exchanges. Its International Markets segment offers health coverage, hospitalization, dental, critical illness, personal accident, term life, medical cost containment, and variable universal life products, as well as health care benefits to mobile employees of multinational organizations. The company distributes its products and services through insurance brokers and consultants; directly to employers, unions and other groups, or individuals; and private and public exchanges. The company was founded in 1792 and is headquartered in Bloomfield, Connecticut.

Find more details at:

<https://au.investing.com/equities/cigna-corp-company-profile>

www.cigna.com

**Activision
Blizzard**

Activision Blizzard, Inc., together with its subsidiaries, develops and publishes interactive entertainment content and services in the Americas, Europe, the Middle East, Africa, and the Asia Pacific. The company operates through three segments: Activision Publishing, Inc.; Blizzard Entertainment, Inc.; and King Digital Entertainment. It develops and distributes content and services on video game consoles, personal computers, and mobile devices, including subscription, full-game, and in-game sales, as well as by licensing software to third-party or related-party companies that distribute Activision and Blizzard products. The company also maintains a proprietary online gaming service, Battle.net that facilitates digital distribution of content, online social connectivity, and the creation of user-generated content. In addition, it operates esports leagues and offer digital advertising content; and provides warehousing, logistics, and sales distribution services to third-party publishers of interactive entertainment software, as well as manufacturers of interactive entertainment hardware products. The company's key product franchises include Call of Duty, World of Warcraft, Diablo, Hearthstone, Overwatch, and Candy Crush. It serves retailers and distributors, including mass-market retailers, consumer electronics stores, discount warehouses, and game specialty stores through third-party distribution and licensing arrangements. Activision Blizzard, Inc. is headquartered in Santa Monica, California.

Find more details at:

<https://au.investing.com/equities/activision-inc-company-profile>

www.activision.com



Dispersion	$\text{Dispersion} = \frac{1}{10} \times \sum_{i=1}^{10} \left[\frac{S_{T,i}}{S_{0,i}} - \text{Basket} \right]$ $\text{Basket} = \frac{1}{10} \times \sum_{i=1}^{10} \frac{S_{T,i}}{S_{0,i}}$ <p> $S_{T,i}$ = Closing price of Underlying i on Maturity Date $S_{0,i}$ = Closing price of Underlying i on Commencement Date Closing price = the closing price of Underlying i on the Relevant Exchange on the relevant date. Underlying 1 to 10 = the ten shares comprising the Reference Basket </p>								
Hurdle Rate	The Hurdle is determined by the Issuer on the Commencement Date. As at the date of the PDS the Hurdle was 28.5%. The Issuer will not proceed if the Hurdle is higher than 28.5% on the Commencement Date.								
Potential Performance Coupon at Maturity	<p>Uncapped subject to the performance of Dispersion less the Hurdle between the Commencement Date and the relevant Coupon Determination Date</p> <p>Performance Coupon per Unit = AUD\$1.00 x Max (0, (Dispersion – Hurdle)) x (Series Spot Rate_{y₀}/Series Spot Rate_{y₂})</p> <p>Where:</p> <p>Series Spot Rate_{y₀} means the relevant AUD/USD spot rate at the Commencement Date Series Spot Rate_{y₂} means the relevant AUD/USD spot rate at the Maturity Date Refer to “Section 5: Formulae and Calculations” for Performance Coupon formulae</p>								
Currency Exposure	The potential Performance Coupon at Maturity is adjusted for changes in the AUD/USD exchange rate during the Investment Term. Otherwise, there are no other currency exposures								
Final Value	<p>AUD \$1.00 per Unit on the Maturity Date.</p> <p>The returns on the Units will be made up of the Final Value per Unit and any Performance Coupon payable at Maturity (if any).</p>								
Loan	100% Limited Recourse Loan.								
Loan Amount	AUD \$1.00 per Unit								
Interest Rate & Prepaid Interest	<p>The interest rate in respect of the Loan is 3.6% p.a.</p> <p>The Prepaid Interest is paid upfront for the full 2 year Investment Term.</p> <p>Prepaid Interest per Unit = 3.6% p.a. x 2 years x AUD \$1.00 per Unit = AUD \$0.072 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>								
Total Investment Cost	<table border="1"> <thead> <tr> <th>Type of Cost</th> <th>Cost per Unit</th> </tr> </thead> <tbody> <tr> <td>Prepaid Interest</td> <td>\$0.072</td> </tr> <tr> <td>Application Fee</td> <td>\$0.0075</td> </tr> <tr> <td>Total:</td> <td>\$0.0795</td> </tr> </tbody> </table>	Type of Cost	Cost per Unit	Prepaid Interest	\$0.072	Application Fee	\$0.0075	Total:	\$0.0795
Type of Cost	Cost per Unit								
Prepaid Interest	\$0.072								
Application Fee	\$0.0075								
Total:	\$0.0795								
Issue Price	AUD \$1.00 per Unit								
Listing	The Units will not be listed or displayed on any securities exchange.								
Minimum Investment Amount	AUD \$100,000 per Series at the Issue Price of AUD \$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	Reach Markets Pty Ltd, a Corporate Authorised Representative (CAR No: 431191) of Reach Financial Group Pty Ltd (ABN 17 090 611 680) who holds Australian Financial Services Licence (AFSL) 33329								
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 & Custodian	Sequoia Nominees No 1 Pty Limited (ABN 11 147 097 078)
Registrar	Registry Direct Pty Limited (ABN 35 160 181 840)
Minimum Buy-Back Amount	100,000 Units per Series providing Investors continue to hold at least 100,000 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 100,000 Units in a particular Series, then the Issuer will notify the Investor that it will hold less than 100,000 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>AUD \$1.00</p> <p>If the Units mature early for any reason, you will receive an Early Maturity Value of AUD \$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 Performance Coupon or payment of the Final Value (as the Final Value of AUD \$1.00 will be used to pay off your Loan).</p> <p>Please refer to Section 1.10 "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 ("Delivery Parcel") containing ordinary shares in Telstra Corporation (ASX Code: TLS, website: www.telstra.com.au) ("Delivery Asset").</p> <p>You should be aware that the Issuer can change or substitute the Delivery Asset in certain circumstances, and you should take this into account when considering whether to invest in the Units.</p>
Agency Sale Option	Available. Please refer to Clause 4.4 of Section 6 "Terms of the Deferred Purchase Agreement" in the Master PDS.
Key Risks	<p>Key risks include:</p> <ul style="list-style-type: none">• Your return (including any Performance Coupon) is affected by the performance of the Dispersion of the Reference Basket (US listed Shares) and whether this is greater than the Hurdle at Maturity. There is no guarantee that the Dispersion of the Reference Basket will perform well.• There will be no Performance Coupon payable if the Dispersion of the Reference Basket is below the Hurdle at Maturity.• The potential Performance Coupon is determined by reference to the Dispersion of the Reference Basket, the Hurdle as well as changes in the AUD/USD exchange rate. An increase in the AUD/USD exchange rate between the Commencement Date and the Maturity Date will reduce the Performance Coupon whilst a decrease in the AUD/USD rate between the relevant dates will lead to an increase in the Performance Coupon.• 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 an 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% 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. <p>Please refer to Section 2 "Risks" of the Master PDS for more information.</p>



Fees	<p>The following Fees are payable in respect of the Units:</p> <p>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.</p> <p>Application Fee: The Issuer charges an Application Fee of 0.75% of the Issue Price of each Unit, i.e. AUD \$0.0075 per Unit. The Issuer may agree with your Adviser to forgo part or all of the Application Fee at the Issuer's absolute discretion.</p>
Derivatives	<p>The Issuer obtains exposure to the Reference Basket through the use of derivatives rather than a direct investment in the Reference Basket or securities comprising the Reference Basket.</p>
Taxation	<p>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. 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 Dispersion – US Inflation– Series 9 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, 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.

If a decision is made for any reason not to issue, or not to proceed with the issue of the Units in Series 9, the Issuer will return the Prepaid Interest, Application Fee, and Upfront Adviser Fee (if any) to applicants (without interest) within 10 Business Days of the scheduled Commencement Date and any Units already issued will be terminated.

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

4. Worked Examples



Here are some examples demonstrating how the 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.

4.1 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 Dispersion of the Reference Basket. The examples below demonstrate how the Performance Coupon is calculated, and what Investors will receive at Maturity, depending on whether the performance of the Dispersion over the life of the investment has been negative, positive or neutral after deducting the Hurdle.

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 100,000 Units with a AUD \$1.00 Issue Price, resulting in an Investment Amount and Loan Amount of AUD\$100,000 in Series 9.

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

Calculation of the Performance Coupon

There is one potential Performance Coupon, payable to Investors at the end of the Investment Term. This is calculated by reference to the Dispersion of the Reference Basket on the Coupon Determination Date.

The following examples show how the Performance Coupon would be calculated, based on the assumed Dispersion levels and AUD/USD exchange rate values set out for Scenario 1 in the table below for a hypothetical investment in Series 9 of 100,000 Units at an Issue Price of AUD\$1.00 per Unit. When calculating the Performance Coupon payable the Hurdle of 28.5% is deducted from the realised level of Dispersion at Maturity.

Dispersion at Maturity				
Date	Scenario 1 Strong Performance	Scenario 2 Poor Performance	Scenario 3 Moderate Performance	AUD/USD exchange rate (Series Spot rate)
Commencement Date				0.73
Maturity Date	47.79%	25.61%	39.52%	0.65



Calculation of Dispersion

For Scenario 1, the Dispersion was calculated on the Maturity Date on the basis of the following Closing Prices of each underlying included in the Reference Basket

Underlying (i)	Closing Price on Commencement Date	Closing Price on Maturity Date (j)	Absolute Performance of each Underlying ¹	Dispersion of Each Underlying ³
Bank of America	37.92	71.18	87.70%	2.22%
Truist Financial	54.39	129.77	138.60%	48.68%
Exxon Mobil	57.32	164.91	187.70%	97.78%
Honeywell International	230.33	545.42	136.80%	46.88%
United Parcel Service	210.57	495.89	135.50%	45.58%
NextEra Energy	77.92	103.24	32.50%	57.42%
Netflix	530.31	278.94	47.40%	42.52%
AbbVie	117.50	55.17	53.05%	36.87%
Cigna	233.83	99.82	57.31%	32.61%
Activision Blizzard	91.80	112.55	22.60%	67.32%
Average Reference Basket Performance			89.92% ²	
Dispersion				47.79% ⁴

1 Absolute Performance of each Underlying = Closing Price on Maturity Date/Closing Price on Commencement Date

2 Calculated as the average Performances of all underlying included the Reference Basket ("Average Reference Basket Performance")

3 Dispersion of each individual underlying is calculated as the absolute Performance of each Underlying LESS Average Reference Basket Performance

4 This is Dispersion as defined in this Term Sheet PDS and represents the average of the dispersion of each underlying included in the Reference Basket

Calculate the value of the Performance Coupon

For Scenario 1, the Performance Coupon per Unit would be calculated as follows on the Maturity Date assuming a Hurdle of 28.5%:

$$\begin{aligned}
 \text{Performance Coupon} &= \text{AUD}\$1.00 \times \text{Max}(0, \text{Dispersion} - \text{Hurdle}) \times (\text{Series Spot Rate}_{y_0} / \text{Series Spot Rate}_{y_2}) \\
 &= \text{AUD}\$1.00 \times \text{Max}(0, 47.79\% - 28.5\%) \times (0.73/0.65) \\
 &= \text{AUD}\$1.00 \times 19.29\% \times (0.73/0.65) \\
 &= \$0.21664 \text{ AUD per Unit}
 \end{aligned}$$

Based on a holding of 100,000 Units, the Performance Coupon paid would be \$21,664 AUD.

Assuming a total cash outlay including interest and fees of \$7,950, the net cash profit generated by the investor after receiving the Performance Coupon of \$21,664 would be \$13,714:

Total Cash Outlay = (\$7,950)

Performance Coupon = \$21,664

Net Cash Profit = \$13,714

Overview of Scenarios 1, 2 and 3

The table below sets out the Performance Coupon 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
Total Cash Outlay on 100,000 units	\$7,950	\$7,950	\$7,950
Performance Coupon	\$21,664	\$0	\$12,376
Net Cash Profit/(Loss)	\$18,070	(\$7,550)	\$4,426
Investment return as a % of total cash outlay	227%	-100%	55%

5. Formulae and Calculations



Dispersion

$$\text{Dispersion} = \frac{1}{10} \times \sum_{i=1}^{10} \left[\frac{S_{T,i}}{S_{0,i}} - \text{Basket} \right]$$

$$\text{Basket} = \frac{1}{10} \times \sum_{i=1}^{10} \frac{S_{T,i}}{S_{0,i}}$$

$S_{T,i}$ = Closing price of Underlying i on Maturity Date

$S_{0,i}$ = Closing price of Underlying i on Commencement Date

Closing price = the closing price of Underlying i on the Relevant Exchange on the relevant date.

Underlying 1 to 10 = the ten shares comprising the Reference Basket

Performance Coupon per Unit =

$$\text{AUD}\$1.00 \times \text{Max} (0, (\text{Dispersion} - \text{Hurdle})) \times (\text{Series Spot Rate}_{y_0} / \text{Series Spot Rate}_{y_2})$$

Where:

Series Spot Rate_{y₀} means the relevant AUD/USD spot rate at the Commencement Date

Series Spot Rate_{y₂} means the relevant AUD/USD spot rate at the Maturity Date

6. 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 Dispersion Units – Series 9 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 16 July 2021, 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 100,000 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,
- verification of the applicant's identity;
- verification of the applicant's wholesale investor status; and
- 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 9 Dispersion
Number of Units	
Issue Price	\$1.00 per Unit
Investment Amount (\$)	\$ _____
Prepaid Interest (3.6% p.a. x 2 years) (A)	\$ _____ (Investment Amount x 7.2%)
Application Fee (B)	\$ _____ (Investment Amount x 0.75%)
Upfront Adviser Fee* (C)	\$ _____
Total Amount Payable* (A) + (B) + (C)	\$ _____

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 the investing person or entity is defined as a wholesale investor under section 761G of the Corporations Act.
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 Loan 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 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, notwithstanding it was requested, made or received without your knowledge or authority.
 24. acknowledge the Issuer has entered into custodial arrangements with Sequoia Nominees No. 1 Pty Ltd ("Custodian").
 25. 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.
 26. 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.
 27. 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.
 28. 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 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.
 29. if you fail to pay the Loan Amount, you assign all of your rights under the Loan Agreement to the Acceptor and the Acceptor will assume all of your obligations under the Loan Agreement on your behalf. You will be deemed to direct the Custodian to hold the Delivery Parcel on your behalf, and to authorise and direct the Issuer (or its nominees) to sell or procure the sale of the Delivery Parcel and to apply the resulting Sale Monies (which includes a deduction for Delivery Costs) to pay the Lender an amount equal to the Loan Amount when the Acceptor assumed your obligations under the Loan.
 30. agree and acknowledge that their recourse against the Issuer is limited to the Secured Property only and otherwise they can take no action against the Issuer.
 31. irrevocably appoint for valuable consideration the Issuer, its related bodies corporate and each of their respective employees whose title includes the word "director" jointly, and each of them severally as my/our true and lawful agent to do all acts and things:
 - a) necessary to bind you to the Terms, give effect to the Terms, including without limitation, completing or amending any Application Forms (if the Issuer, in its absolute discretion, has accepted the Application Form);
 - b) necessary to give effect to, amend, execute, register or enforce the Custody Deed or Investor Security Deed and bind you to the terms of the Custody Deed;
 - c) that the Investor is obliged to do under the Terms;
 - d) which, in the opinion of the Issuer are necessary in connection with:
 - i. payment of any moneys to the Investor;
 - ii. the Maturity process, including without limitation, if an Early Maturity Event occurs;
 - iii. any Issuer Buy-Back;
 - iv. the Delivery Assets, including without limitation the delivery or sale of the Delivery Assets;
 - v. the repayment of the Loan Amount;
 - vi. the Investor Security Deed, including without limitation the perfection and enforcement of the Investor Security Deed.
 32. indemnify the agent against all claims, losses, damages and expenses suffered or incurred as a result of anything done in accordance with the above agency appointment.
 33. agree to give further information or personal details to the issuer if it reasonably believes that it is required to meet its obligations under anti-money laundering counterterrorism or taxation legislation. By making this application, you represent and covenant that the funds you are investing are not the proceeds of crime or money laundering, nor connected with the financing of terrorism. You agree that the Issuer may in its absolute discretion determine not to issue units to you, may cancel any units that have been issued to you or may redeem any units issued to you if the Issuer believes that such action is necessary or desirable in light of its obligations under the Commonwealth *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* or any related legislation.
 34. Have read and understand the Privacy Policy for the Issuer and the Security Trustee as described in detail in Section 5 "Additional Information" of the Master PDS.



SECTION H – Bank Account Details for direct debit purposes and/or paying potential future Performance Coupons

How will you pay for your investment

I will pay directly via **Electronic Funds Transfer (EFT)** to the following account:

BSB: 032-002

AC: 744 480

Name: Sequoia Specialist Investment Pty Ltd <Investor Trust AC>

Please **Direct Debit** my Nominated Account

This Direct Debit Request includes this page and the 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.

“**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 Dispersion – US Inflation– Series 9 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 Units.

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 Dispersion – US Inflation– Series 9 Units.

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 Dispersion – US Inflation– Series 9 Term Sheet PDS dated 16 July 2021 (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 Adviser Fee by the Issuer;
- agree that the Issuer has no liability to us for the amount of the Adviser Fee or the collection or remittance of the 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 Adviser Fee will not be collected (or, if collected, will be returned to applicants without interest), the 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 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 Adviser Fee.

Payment of the Adviser Fee – consent to fee payment arrangements

By signing this Application Form, we:

- agree that our fee (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



Specialist Investments

ABN 69 145 459 936



ISSUER BUY-BACK FORM

This is an Issuer Buy-Back Form for Units in the Dispersion Units – Series 9 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 16 July 2021, 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 16 July 2021 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:

Dispersion Units – Series 9

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**

Reach Markets Pty Ltd
Level 8, 525 Flinders Street
Melbourne VIC 3000
P: 1300 805 795

Arranger:

Sequoia Asset Management Pty Ltd
Level 7, 7 Macquarie Place
Sydney NSW 2000
PO Box R1837
Royal Exchange NSW 1225
P: 1300 522 644

Issuer:

Sequoia Specialist Investments Pty Ltd
Level 7, 7 Macquarie Place
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
Tower One – International Towers Sydney
Level 46
100 Barangaroo Avenue
Sydney NSW 2000

Custodian & Security Trustee:

Sequoia Nominees No. 1 Pty Ltd
Level 7, 7 Macquarie Place
Sydney NSW 2000
PO Box R1837
Royal Exchange NSW 1225

All Application Forms and Correspondence to:

Sequoia Asset Management
PO Box R1837
Royal Exchange
NSW 1225