



Fourth
Supplementary Product Disclosure Statement
Dated 5 April 2023

# **ABOUT THIS SUPPLEMENTARY PRODUCT** DISCLOSURE STATEMENT

This Supplementary Product Disclosure Statement is issued by Tailored Investment Solutions Pty Ltd (ACN 169 320 905) (Issuer) and arranged by Finexia Securities Limited (ABN 61 608 667 778, AFSL 485760). This Supplementary Product Disclosure Statement (the SPDS) supplements the Product Disclosure Statement dated 1 March 2017, and Supplementary Product Disclosure Statements dated 26 June 2019, 6 April 2020, 21 April 2020 (together, the PDS) in respect of the Tailored Investment Solutions Berkshire Hathaway Units Series 3.

In this SPDS a reference to "Units" is a reference to any units in Tailored Investment Solutions Berkshire Hathaway Units Series 3 issued prior to the issue of this SPDS and a reference to "Extension Units" is a reference to the extension of the Units as offered under this SPDS.

The purpose of the amendments contained in this SPDS are to provide existing Investors with a way to extend the Maturity Date of their current investment in the Units and to receive a Bonus Coupon (subject to the performance of the Reference Asset), and to provide new investors with an opportunity to invest in the Extension Units described in this SPDS.

New investors should disregard any references to the Final Value of the current Units and the Bonus Coupon as these are only relevant to existing Investors. New Investors will not be entitled to the Extension Final Value as described in this SPDS.

The indicative Final Value per Unit (prior to subtraction of the Performance Fee) as at the date of this SPDS is \$0.45.

Details of the amendments to the PDS are set out below. Please read this SPDS together with the PDS and retain this document with the PDS. You should read all parts of the PDS and SPDS.

#### **EXISTING INVESTORS**

The Issuer is seeking to give existing Investors the opportunity to either:

- (a) extend the Maturity Date of their Units by acquiring Extension Units by completing the Election Form attached to this SPDS, and to receive a potential Bonus Coupon, which, as at the date of this SPDS, is estimated to be \$0.2085 per Unit; or.
- (b) stay invested in their existing Units on the terms of the PDS in force prior to the issue of this SPDS, by doing nothing. Existing Investors may elect to receive the Bonus Coupon in cash or have it applied to acquire additional Extension Units. New investors are not entitled to the Bonus Coupon.

An Election Form is attached to this SPDS which sets out the above options for existing Investors. If you decide to acquire Extension Units, and therefore extend the Maturity Date, the Election Form is also an Application Form for the Extension Units.

#### **NEW INVESTORS**

The Issuer is seeking to give new Investors the opportunity to invest in Extension Units for Berkshire Hathaway Units Series 3 on the terms described in this SPDS.

New Investors must complete the Application Form attached to this SPDS.

#### **CONVERSION OF UNITS TO EXTENSION UNITS - WORKED EXAMPLE**

Investors who convert Units to Extension Units have the option to either:

- 1. convert their Units on a 1:1 basis whereby they will continue with the same number of Extension Units as the number of Units they currently hold, and receive the Bonus Coupon paid in cash into their nominated bank account; or
- 2. continue with additional Extension Units by converting their Units on a 1:1 basis and reinvesting the Bonus Coupon in Extension Units. As at the date of this SPDS the amount of the Bonus Coupon is estimated to be \$0.2085 per Unit and the Issue Price of the Extension Units is \$0.2285 per Extension Unit. Investors who elect to use the Bonus Coupon to reinvest in additional Extension Units would increase their holding by approximately 91% i.e. they would receive approximately 1.91 Extension Units for every Unit held (rounded down to the nearest whole number).

The Bonus Coupon is equal to the Final Value per Unit payable in respect of the current Units (if any, and after the Performance Fee) less the Issue Price of the Extension Units. There is no quarantee an Investor will receive a Bonus Coupon. The value quoted in this SPDS in respect of the Bonus Coupon is indicative only and subject to change.

If you elect to reinvest the Bonus Coupon, the formula for calculating the number of Extension Units which you will receive is as follows, rounded down to the nearest whole number:

Number of Extension Units Received = Number of Units Held + [(Bonus Coupon / Extension Units Issue Price) x Number of Units Held]

If you do not elect to reinvest the Bonus Coupon, the number of Extension Units you will receive is equal to the number of Units currently hold, and you will receive a cash payment in respect of the Bonus Coupon.

For example, as at the date of this SPDS, an Investor with 100,000 Units would be allocated 191,247 Extension Units if they elected to reinvest the Bonus Coupon or 100,000 Units and a cash payment of \$20,850 if they did not elect to reinvest the Bonus Coupon. These calculations assume the final amount of the Bonus Coupon is \$0.2085 per Unit. As described above, the amount of the Bonus Coupon is an estimate only and is subject to change depending on the performance of the Units at the Maturity Date of the Units.

#### **HOW TO APPLY FOR EXTENSION UNITS**

Investors wishing to apply for Extension Units will need to complete: if you are an existing Investor, the attached Election Form, or, if you are a new investor, the attached Application Form, and return the relevant form to the Issuer by no later than 5pm, 28 April 2023.

# **AMENDMENTS TO THE PDS**

#### A) TERMS FOR THE NEW EXTENSION UNITS

If you wish to extend the Maturity Date for your existing Units, please complete the attached Election Form (Application Form) for the Extension Units and return it to the Issuer.

The Terms applicable to the new Extension Units are set out below. These Terms apply to the Extension Units only. There is no change to the PDS or the Terms applicable to the Units if an Investor elects to stay invested in the Units on their current Terms.

#### 1. Coupons and Bonus Coupon.

Other than the Bonus Coupon (which is payable to existing Investors only), there are no Coupons payable in respect of Extension Units. Investors receive a single payoff at Maturity (subject to the performance of the Reference Asset) in the form of the Extension Final Value.

The Bonus Coupon per Extension Unit for existing Investors becomes payable on the Extension Bonus Coupon Determination Date and is equal to the Final Value per Unit payable in respect of the Units (if any, and after the Performance Fee) less the issue price of the Extension Units. No Bonus Coupon is payable if the Final Value per Unit is less than or equal to zero or the Final Value per Unit is not greater than the Issue Price per Extension Unit.

The estimated Bonus Coupon as at the date of this SPDS is \$0.2085 per Unit.

The value quoted in respect of the Bonus Coupon is indicative only and subject to change. There will be no Bonus Coupon payable to new Investors.

### 2. No Foreign Exchange Exposure

The Extension Final Value in respect of the Extension Units will not include an adjustment for changes in the AUD/USD foreign exchange rate or any other foreign exchange rate. All references in the PDS to the Final Value being subject to changes in the AUD/USD foreign exchange rate are deleted accordingly, with respect to the Extension Units only. Investors may still be subject to foreign exchange risks if the Extension Units are not held to Maturity.

#### 3. Averaging and effect on Reference Asset Value.

The Extension Initial Reference Asset Value for the Extension Units will be calculated using an averaging mechanism over the first 2 months of the investment in the same manner as for the current Units.

Averaging over the final 2 months of the investment will also be applicable to the Extension Final Reference Asset Value for the Extension Units, in the same manner as for the current Units.

Averaging is expected to reduce the impact of volatility on the returns of the Extension Units however Investors should be aware that averaging may have the effect of increasing or decreasing the return of the Extension Units relative to if there was no averaging mechanism.

#### 4. Timeline.

In Section 3.1, page 7 the Timeline, with respect to the Extension Units only, has been amended as follows:

, , ,	
Extension Offer Opening Date	10 April 2023
Extension Offer Closing Date	28 April 2023
Application Payment Date	28 April 2023
Extension Bonus Coupon Determination Date	28 April 2023
Extension Commencement Date	3 May 2023
Extension Initial Averaging Dates	3 May 2023, 2 June 2023, 3 July 2023
Extension Maturity Averaging Dates	3 March 2025, 2 April 2025, 2 May 2025
Extension Maturity Date	2 May 2025
Investment term	2 years
Buy-Back Dates for Extension Units	Quarterly, on the last Business Day of each month beginning June 2023.  Investors must lodge their Buy-Back Form no later than 10 Business Days before the relevant Buy-Back Date. Any Buy-Back Form received after this time will be held over to the next Buy-Back Date.
Settlement Date for Extension Units	10 Business Days after the Extension 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.

#### 5. Issue Price.

The Issue Price of the Extension Units is: \$0.2285.

The Notional Exposure per Extension Unit is \$1.00

All references to "Issue Price" in the PDS are amended to the above Issue Price with respect to the Extension Units only.

All references to "Notional Exposure per Unit" in the PDS are amended to the above Notional Exposure per Extension Unit, with respect to the Extension Units only.

#### 6. Break Even and Sensitivity Analysis.

The tables setting out the Break Even and Sensitivity Analysis in section 5 of the PDS are replaced as follows, with respect to the Extension Units only. The following example is limited to the Extension Units and does not take into account any costs incurred in acquiring the Extension Units and does not take into account any uninvested Bonus Coupon.

Series	Extension Units	Issue Price per Extension Unit	Total Investment Amount	Increase in Reference Asset Value required to break even over 2 years.
Berkshire Hathaway Units Series 3	100,000	\$0.2285	\$22,850	25.39%

#### 7. Final Value and Reference Asset Value.

Investors should be aware that returns of the Extension Units are calculated by reference to the performance of the Reference Asset between the Extension Commencement Date and the Extension Maturity Date of the Extension Units. For current holders of Units who wish to convert to Extension Units, any profits accrued by the current Units will be paid out (or reinvested) in the form of the Bonus Coupon.

In Section 3, page 10 the formula for the Final Value at Maturity is amended as follows, with respect to the Extension Units only: The Extension Final Value per Extension Unit is determined on the Extension Maturity Date in accordance with the following formula:

**Extension Final Value** = 
$$90\% \times \text{Max} \left[ 0$$
, Notional Exposure  $\times \left( \frac{\text{Extension Final Reference Asset Value}}{\text{Initial Extension Reference Asset Value}} - 1 \right) \right]$ 

The Extension Final Reference Asset Value will be calculated over the three Extension Maturity Averaging Dates set out in the Timeline above, with respect to the Extension Units only.

The Extension Initial Reference Asset Value will be calculated over the three Extension Initial Averaging Dates set out in the Timeline above, with respect to the Extension Units only.

In Section 3, page 8 the formula and definition for the Reference Asset Value are amended as follows:

The Extension Reference Asset Value is used when calculating the Extension Final Value of the Extension Units. The Extension Reference Asset Value is calculated as follows:

Extension Reference Asset Value<sub>t</sub> = 
$$\left(1 + \frac{Extension \ Reference \ Asset \ Level_t - Extension \ Reference \ Asset \ Level_0}{Extension \ Reference \ Asset \ Level_0}\right) \times 100$$

#### Where:

Extension Reference Asset Value, means the Extension Reference Asset Value on Scheduled Business Day t Extension Reference Asset Level, means the Reference Asset Closing Price on Scheduled Business Day t Extension Reference Asset Level, means the Reference Asset Closing Price on the Commencement Date

#### 8. Key Risks

Extension Risk

There is no quarantee that the performance of the Extension Units will exceed that of the Units. The Issuer in no way suggests or guarantees that the Extension Units will experience a higher return than the Units, and it is possible that Investors may lose any gains accrued by the Units altogether. An investment in the Extension Units may reduce exposure to any short term volatility however there is no guarantee that any volatility will not continue in the long term.

Investors will also have a further two year exposure to all other risks described in the original PDS (excluding foreign exchange risks for Extension Units held to Maturity).

#### 9. Worked Examples.

In Section 7, pages 21-24 worked examples showing the calculations for the Coupons and Final Value of an investment in the Units have been updated to reflect the terms of the Extension Units as per this SPDS (including the removal of Coupons). The calculations are amended as follows (for Scenario 1, with Scenario 2 and 3 being calculated in the same manner), with respect to Extension Units only. The calculation of the Delivery Parcel is calculated in the same manner as for the original Units.

	Re	ference Asset Va	lue
Date	Scenario 1	Scenario 2	Scenario 3
Extension Initial Averaging Date 1 (Extension Commencement Date)	100	100	100
Extension Initial Averaging Date 2	110	102	104
Extension Initial Averaging Date 3	112	104	105
Extension Maturity Averaging Date 1	145	90	100
Extension Maturity Averaging Date 2	150	85	103
Extension Maturity Averaging Date 3 (Extension Maturity Date)	155	80	101

#### Step 1 Calculate the Extension Initial Reference Asset Value

The Extension Initial Reference Asset Value is the average of the Extension Reference Asset Values on each of the three Extension Initial Averaging Dates:

Extension Initial Reference Asset Value = (Extension Reference Asset Value $_1$  + Extension Reference Asset Value $_2$  + Extension Reference Asset Value $_3$ )/3 = (100 + 110 + 112)/3 = 107.33

#### Where:

Extension Reference Asset Value, means the value of the Extension Reference Asset Value on Extension Initial Averaging Date 1 Extension Reference Asset Value, means the value of the Extension Reference Asset Value on Extension Initial Averaging Date 2 Extension Reference Asset Value, means the value of the Extension Reference Asset Value on Extension Initial Averaging Date 3

#### Step 2 Calculate the Extension Final Reference Asset Value

The Extension Final Reference Asset Value is the average of the Extension Reference Asset Values on each of the three Extension Maturity Averaging Dates.

Extension Final Reference Asset Value = (145 + 150 + 155)/3 = 150

#### Step 3 Calculate the Extension Final Value of the Extension Units

The Extension Final Value of the Extension Units is calculated in accordance with the following formula:

**Extension Final Value** = 
$$90\% \times \text{Max} \left[ 0, \text{ Notional Exposure} \times \left( \frac{\text{Extension Final Reference Asset Value}}{\text{Initial Extension Reference Asset Value}} - 1 \right) \right]$$

The 90% in the above formula for Extension Final Value has the effect of reducing the Extension Final Value by the amount of the Performance Fee. The Performance Fee is 10% of the amount that would otherwise have been payable had the Performance Fee not been deducted.

Based on the values set out in the table above, the Extension Final Value per Extension Unit for Scenario 1 would be:

- = 90% x Max [0, Notional Exposure x (150/107.33 1)]
- = 90% x Max [0, 0.397559]
- $= 90\% \times \$0.397559$
- = \$0.357803 per Extension Unit

For a holding of 100,000 Extension Units, this would be \$35,780.30.

The amount of this Extension Final Value has been reduced on account of the Performance Fee. The Performance Fee is calculated as follows:

Performance Fee = 10% x Max [0, Notional Exposure x (Extension Final Reference Asset Value/Extension Initial Reference Asset Value - 1)]

= \$0.0397559 per Extension Unit

Therefore, the Issuer will receive a Performance Fee of \$0.0397559 per Extension Unit. For a holding of 100,000 Extension Units, this would be \$3,975.59.

Note that the calculation of the Extension Final Value set out above already takes into account the amount of the Performance Fee.

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

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

	Scenario 1	Scenario 2	Scenario 3
Extension Initial Reference Asset Value	107.33	102	103
Extension Final Reference Asset Value	150	85	101.33
Extension Final Value per Extension Unit	\$0.357803	\$0.00	\$0.00
Performance Fee on Extension Final Value*	\$0.0397559	\$0.00	\$0.00
Value of Delivery Parcel received by Investor who holds 100,000 Extension Units^	\$35,780.30	\$0	\$0

<sup>\*</sup>This is the Performance Fee.

Where the relevant calculation produces a negative result, no Final Value will be payable.

In Scenarios 2 and 3, the Final Value is \$0.00 therefore Investors will not receive a Delivery Parcel on Maturity. Therefore, Investors would have lost their entire Total Investment Amount.

#### 10. Issuer May Accept New Investors.

The Issuer in its discretion may accept applications from investors who do not already hold Units.

#### 11. Change of Terminology.

In Section 13, pages 46-51 of the PDS are amended as follows, with respect to the Extension Units only. In relation to existing Units, no change is made to the PDS:

- "Bonus Coupon" has the meaning described in this SPDS;
- ii. "Extension Bonus Coupon Determination Date" is defined in the above Timeline;
- iii. "Extension Units" means the Berkshire Hathaway Units Series 3 issued by the Issuer as described in this SPDS to an Investor who elects to extend their Maturity Date on the attached Election Form (Application Form) and which are subject to the revised Terms set out in this SPDS.
- iv. "Extension Final Reference Asset Value", is as set out above in this SPDS.
- v. "Extension Final Value", is as set out above in this SPDS.
- vi. "Extension Initial Averaging Dates" are defined in the above Timeline;
- vii. "Extension Offer Closing Date" is defined in the above Timeline;
- viii. "Extension Offer Opening Date" is defined in the above Timeline;
- ix. "Extension Maturity Averaging Dates" are defined in the above Timeline;
- x. "Extension Maturity Date" is defined in the above Timeline;
- xi. "Extension Reference Asset Value" is as set out above in this SPDS;

In addition, the following defined terms are deleted, with respect to the Extension Units only:

- "Coupon";
- ii. "Coupon Determination Date";
- iii. "Coupon Payment Date";
- iv. "First Coupon";
- v. "First Coupon Determination Date";
- vi. "Gross Coupon";
- vii. "Gross First Coupon";
- viii. "Gross Second Coupon";
- ix. "Second Coupon";
- x. "Second Coupon Determination Date".

### B) EXISTING INVESTORS WHO CHOOSE TO STAY WITH EXISTING UNITS

If an Investor wants to continue their investment in the current Units without change, an Investor can either:

- (a) do nothing; or
- (b) fill in the attached Election Form electing to stay in the existing Units.

In this case, the Investor's Units will be unchanged, and the existing Terms of the PDS in force prior to the issue of this SPDS will continue to apply and the Investor's Units will mature on 28 April 2023.

<sup>^</sup> This value of the Delivery Parcel is approximate and subject to rounding depending on the price of the Delivery Asset at Maturity and may be less where there are Delivery Costs. As at the date of this SPDS, the Issuer does not expect there to be any Delivery Costs on the Delivery Parcel.

# ELECTION FORM (APPLICATION FOR EXTENSION UNITS FOR EXISTING INVESTORS)

This is an Election Form for Units in the Tailored Investment Solutions Berkshire Hathaway Units Series 3 issued by Tailored Investment Solutions Pty Ltd (ACN 169 320 905) and arranged by Finexia Securities Limited (ABN 61 608 667 778, AFSL 485760). This Election Form accompanies the Supplementary Product Disclosure Statement (SPDS) dated 5 April 2023. This form is to be used by existing Investors to indicate your decision regarding continuing with your current investment in the Units, or electing to opt in to the Extension Units, as described in the SPDS. Please see the instructions on how to complete this Form in the SPDS. This Election Form must be received by the Registrar by close of business on 28 April 2023 in order to be processed. If the Registrar does not receive a completed form by the given date and time, you will be deemed to have elected to continue your current investment in the Units unchanged with a Maturity Date of 28 April 2023.

This Election Form is not for use by new Investors. New Investors should refer to the separate Application Form for new Investors.

#### SECTION A - INVESTMENT DECISION

Please indicate your investment decision by ticking the appropriate box:

#### **Berkshire Hathaway Units Series 3**

- Convert my existing Units by applying for Extension Units, with reinvestment of the Bonus Coupon (if any).
- Convert my existing Units by applying for Extension Units, without reinvestment of the Bonus Coupon (if any).
- Continue with my investment in the original Units unchanged. I/We understand by electing this option I/we will be paid the Final Value applicable to the current Units (if any) and will not receive any Extension Units or Bonus Coupon.

#### **SECTION B - INVESTOR DETAILS**

I/We hereby direct Tailored Investment Solutions Pty Ltd to do everything necessary to comply with my investment decision as indicated in Section A of this Election Form.

Investor Portfolio Number\*:

Investor Portfolio Name\*:

\*These are unique identifiers assigned to you by the Registrar.

#### SECTION C - DECLARATIONS & SIGNATURES

- 1. I/We the registered Unitholder(s) request the Issuer to enact our investment decision as specified in Section A above, subject to the conditions contained in this SPDS and in the PDS on which I/we held those Units at the time of signing of this form.
- 2. I/We have full legal power to complete this Election Form / Application Form and do so free of any encumbrance or security (whether registered or not).
- 3. I/We agree to be bound by the terms contained in this SPDS, the original PDS (as modified by this SPDS, in respect of investors applying for Extension Units), including the Application Form in the original PDS, as applicable, when electing to continue with my/our current investment in the Units or when electing to have my/our Units converted to Extension Units.
- 4. I/We represent that all the instructions, directions and representations made in the original Application Form in the original PDS remain true and accurate as at the date of this Form.
- 5. If I/we have elected to apply for Extension Units, I / we hereby irrevocably direct and instruct the Issuer to apply the Final Value per Unit we are entitled to receive on unwind of our existing Units (if any) to full and final satisfaction of the Issue Price for the Extension Units we have applied for.
- 6. I / we agree and acknowledge that if I / we elect to reinvest the Bonus Coupon (if any) then the entire Final Value for the Units we currently hold (if any), including the amount of the Bonus Coupon (if any), will be applied to acquire Extension Units.
- 7. I / we agree and acknowledge that if I / we do not elect to reinvest the Bonus Coupon (if any) then the Bonus Coupon (If any) will be paid to my / our bank account as currently recorded with the registry.
- 8. I / we acknowledge that the amount of the Final Coupon and Bonus Coupon in respect of the current Units as described in this SPDS is an estimate only and is subject to change depending on the performance of the Reference Asset at the Maturity of the current Units.
- 9. I/We understand by submitting the Election Form, 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 appropriate:	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	

# How to complete the New Investor Application Form

The New Investor Application Form is located after this section. Instructions as to how to complete the form are described in this section.

- 1. Complete the information required in the Application Form. Please read Section 1 below for further instructions.
- 2. Provide the identification and verification documents listed in Section 2 below. These documents are required under the Anti-Money Laundering & Counter-Terrorism Financing legislative regime in Australia.

The Application Form, payment as set out in Section C of the Application Form and certified copies of the documents required to verify the applicant's identity should be sent to:

Tailored Investment Solutions Suite 3.20, Capri on Via Roma 15 Via Roma Isle of Capri QLD 4217

Re: Application for Tailored Investment Solutions Extension Units

#### Section 1 General

Please use CAPITAL LETTERS and a black ball point when completing the forms. For joint investors the Issuer requires the usual residential address of each investor. Applicants may only elect one postal address for all notices and correspondence. The applicant's usual residential address cannot be the applicant's financial advisors address or a PO Box. Company applications should include a contact name and ACN, ABN, or ARBN as applicable. For company Applications the Issuer requires the full address of the registered office, plus principal place of business. Individual applicants should be 18 years of age or over. Investors can invest on a minor's behalf by putting their name in the account designation box. The unit holder will not, however, be the minor. If an applicant has an existing account and would like to add to the account, they should note their existing account number.

#### Application Instructions

The Minimum Investment Amount in a Series of Extension Units is 100,000 Extension Units at the Issue Price described in the SPDS. To calculate the Investment Amount, multiply the Issue Price per Extension Unit for the Series by the number of Extension Units in that Series to be purchased.

You should insert any Adviser Fee you agreed with your adviser in the Application Form.

By signing the Application Form and applying for Extension Units, you:

- (i) agree to pay the Adviser Fee specified in your Application Form to your adviser;
- (ii) irrevocably authorise the Issuer to collect the Adviser Fee as part the total application monies;
- (iii) irrevocably direct the Issuer to deduct the Adviser Fee from their total application monies and to pay the Adviser Fee to their adviser on their behalf as soon as reasonably practicable following issue of the Extension Units;
- (iv) indemnify the Issuer against any claim from an adviser to recover the Adviser Fee (if, for example, the Extension Units are terminated early) once the investment has commenced and Extension Units have been issued.

To calculate the Total Investment Amount, follow the instructions on the Application Form.

Cash is not accepted. If an applicant would like to pay by direct debit, they should complete bank account details and direct debit authority in Section D and I of the Application Form.

Please note that direct debits may be made any time between the date Investors lodge their Application and the Commencement Date. Investors should ensure that the account they nominate for a direct debit has adequate funds during this time to avoid any dishonour fees.

#### Account operation instructions

The applicant must specify how they would like their account to be operated. In the case of joint accounts, applicants may request joint signatures or allow either signatory to sign. Company or trustee applicants should indicate their operation instructions by ticking the appropriate box. See Section E of the Application Form.

#### Cash Payment Amount

Any payments of cash in respect of an Early Maturity or Issuer Buy Back will be paid directly into the Investors bank account specified in Section D. Applicants must ensure they complete all details of the institution in full.

#### Signature(s)

Applicants should ensure that they have read the attached PDS in full before signing the Application Form. Joint applications must be signed by all persons. If the account nominated for Direct Debit is held in Joint names, both account holders must sign. If the Application is being signed under power of attorney a certified copy of the power of attorney and appropriate photo identification of the attorney must be enclosed.

#### **Examples of Correct Names and Account Designations**

Type of investor	Correct name	Incorrect name	Signature(s) required
Individual/joint holding Use full name of each applicant, not initials	Luke John Smith Susan Mary Smith	Luke J Smith Susan M Smith	Each applicant
Company holding Use full company name	ZYX Pty Ltd	ZYX inc ZYX Co ZYX p/I	2 directors OR a director & secretary OR a single director (if a sole director company)
Minors Use full name of each applicant, not initials. Use minor name as beneficiary.	Susan Mary Smith a/c designation <josh smith=""></josh>	Josh Smith	Each Applicant (not minor)
Superannuation funds/trusts – individual trustee(s) Use trustee(s) personal name(s). Use fund/trust name as beneficiary.	Susan Mary Smith a/c designation <susan smith="" trust=""> <susan smith="" super<br="">Fund&gt;</susan></susan>	S M Smith Trust S M Smith Super Fund	Each Trustee
Superannuation funds/trusts – corporate trustee Use trustee company name. Use fund/trust name as beneficiary.	ZYX Pty Ltd <zyx trust=""> <zyx fund="" super=""></zyx></zyx>	ZYX Trust ZYX Super Fund	Trustee – as per company holding above

#### Lodging the Application

Please mail the completed Application form, along with the documents to certifying the applicant's identity to:

Tailored Investment solutions Suite 3.20, Capri on Via Roma 15 Via Roma Isle of Capri QLD 4217

Re: Application for Tailored Investment Solutions Extension Units

Please ensure payment is made in full.

Extension Units will only be issued on receipt of a properly completed Application Form (containing direct debit details) by the Issue Closing Date, and the receipt of cleared funds by the Application Payment. Applicants must ensure they sign in Section J of the Application Form and Section K for Trust Applicants.

If applicants have any queries they should call their financial adviser, the Registrar (see details at the back of this PDS) or contact Tailored Investment Solutions at:

Internet: www.tailoredinvestmentsolutions.com.au Email: info@tailoredinvestmentsolutions.com.au

Telephone: 1300 760 397

#### Section 2

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

#### **Identification and Verification Requirements**

Under the Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF) legislative regime, certain due diligence must be conducted on any prospective investor before Extension Units may be issued to that Investor. The due diligence includes identifying and verifying the identity of a prospective investor. Applications made without providing this information cannot be processed until all the necessary information has been provided. There are also ongoing customer due diligence obligations under the AML/CTF legislative regime which may require the Issuer to collect further information. The Issuer is obliged under the AML/CTF legislative regime to take and maintain copies of any information collected from applicants. The Issuer may be required to share collected information with the Australian Transaction Reports and Analysis Centre (AUSTRAC) and may be prohibited from informing applicants of such disclosures. The Issuer may share collected information with related entities.

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

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

#### 2.1 Requirements for Individuals/Sole Traders

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

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

Reliable and Independent Veri	ticatic	n Documentation		
Reliable and Independent Verificat	ion Do	cumentation – Do not send originals	, certi	fied copies only
Column [1] Primary Photographic (one proof required)		Column [2] Primary Non-Photographic (one proof required)		Column [3] Secondary Identification (one proof required)
<ul> <li>□ Current photographic Australian driver's licence</li> <li>□ Current Australian passport #</li> <li>□ Current State or Territory photographic ID card</li> <li>□ Current foreign passport*</li> <li>□ Current ID card issued by a foreign government containing a photograph &amp; signature*</li> <li>□ Current foreign driver's licence with photograph &amp; date of birth*</li> </ul>	OR	<ul> <li>□ Birth certificate</li> <li>□ Commonwealth citizenship certificate</li> <li>□ Centrelink Pension card</li> <li>□ Health card issue by Centrelink</li> <li>□ Foreign citizenship certificate or birth certificate*</li> </ul>	AND	<ul> <li>□ Commonwealth, State and Territory financial benefits notice (less than 12 months old)</li> <li>□ ATO Tax notice (less than 12 months old)</li> <li>□ Local government body or utility provider notice (less than 3 months old) recording provision of services to the person at the address</li> <li>□ Notice issued within the last 3 months by school principal for a person under 18, recording period of time person attended school and person's residential address</li> </ul>
There is a wide range of persons who r	not Englis may cer	sh must be accompanied by an English translation tify an applicant's documents. A list is gi	ven be	
^Who may certify your documents	as bei	ng a true and correct copy of the ori	ginal	
<ul> <li>□ Legal Practitioner enrolled on the ro of the Supreme Court of a State or Territory, or the High Court of Austra</li> <li>□ A Judge of a court CEO of a Commonwealth Court</li> <li>□ Registrar or deputy registrar of a co</li> <li>□ Justice of the Peace</li> </ul>	alia _	An agent of the Australian Postal Corporation Permanent employee of a post office* Australian Consular Officer or Diplomatic Officer Financial institution officer/employee of a bank*		A finance company officer  Officer of or authorised representative of a holder of an Australian financial ervices licence*  A member of the Institute of Chartered accountants in Australia, CPA or NIA membership*
☐ Notary public				
☐ Police Officer				
*Those persons marked with an asterisk * are req The eligible certifier must include the follo  Their full name  Address  Telephone number  The date of certifying		ave two or more years of continuous service or me ormation:	embersh	ip.

- · Capacity in which they are eligible to certify, and
- An official stamp/seal if applicable

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

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

#### 2.2 Non-individual investors

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

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

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

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

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

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

Partnerships, Associations, and Registered Cooperatives

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

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

## **Tailored Investment Solutions Investment Extension Units Application Form for New Investors**

This is an Application Form for Extension Units in the Tailored Investment Solutions Berkshire Hathaway Units Series 3 issued by Tailored Investment Solutions Pty Ltd (ACN 169 320 905) and arranged by Finexia Securities Limited (ABN 61 608 667 778 AFSL 485760). This Application Form accompanies the PDS dated 1 March 2017 and any supplementary PDS issued for the Extension Units (PDS). It is important that you read the PDS in full and the acknowledgements contained in this Application Form before applying for the Extension Units. The Issuer will provide you with a paper copy of the PDS and any supplementary PDS and the Application Form, on request without

A person who gives a 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.

Please see the instructions in the section above on how to complete this Application Form.

The Minimum Investment in a Series is 100,000 Extension Units.

This Application Form and your Total Investment Amount must be received by the Registrar by 4:00 pm in order to be processed that day. Extension Units are only issued on receipt of:

- this Application Form,
- verification of the applicant's identity,
- payment in full of the Total Investment Amount.

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 or its related bodies corporate concerning investment in the Units or any specific taxation consequences arising from an investment in the Units.

SECTION A - INVEST	FOR DETAILS				
What type of person or en	tity is applying? Plea	ase tick one box ONL	Y and complete all	the sections indicated.	
Individual, joint or sole	trader – must comp	olete section A1, B, C	C, D, E, F, G, I and	IJ	
Partnership – must co	mplete <b>A1, A4, B, (</b>	C, D, E, F, G, I, J			
Australian Company -	must complete A1	(Directors), A2, B, (	C, D, E, F, G, I and	i J	
Trust/Super Fund with	Individuals as Trust	ee – must complete	A1 (Trustees), A3,	, B, C, D, E, F, G, I, J and K	
Trust/Super Fund with	Corporate Trustee	- must complete A1	(Directors), A2 (C	ompany), A3, B, C, D, E, F, G, I,	J and K
Other					
For other entities, including	g foreign companies	s, please contact us f	or an appropriate A	application Form.	
	•		luding individuals	s acting as trustee and corporat	te directors)
INVESTOR 1 (Your nam	_				
All individuals must pro issued photo ID	vide certified copi	es of photo identifi	cation, such as p	assports, driver's licenses or si	milar government
Title: Given Names	(in full)		Surname:		
Date of Birth (dd/mm/yyyy	) Country of Citizer	nship			
Are you an Australian resid	dent for tax purpose	s? Yes No			
If no, please specify your of	country of tax reside	nce			
Residential Address					
City/Suburb/Town		State	Postcode	Country	
Email Address					
Email Address					
Telephone (home)	Area code	Number			
Telephone (business hours		Number			
Mobile	,, , , , , , , , , , , , , , , , , , ,	TAITING			
Fax:	Area code	Number			
rax.	Area code	Nulliber			

#### INVESTOR 2 (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 No Are you an Australian resident for tax purposes? Yes If no, please specify your country of tax residence Residential Address City/Suburb/Town Postcode State Country **Email Address** Number Telephone (home) Area code Number Telephone (business hours) Area code Mobile Fax: Area code Number COMPLETE THIS PART IF INDIVIDUAL IS A SOLE TRADER ABN Full Business Name (if any) Principal Place of Business (if any) (PO Box is NOT acceptable) City/Suburb/Town State Postcode Country **Email Address** Area code Number Telephone (home) Telephone (business hours) Area code Number Mobile Number Fax: Area code **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 Number Fax: Area code

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 experience of the company and the relevant experience.							
If the company is regulated, the name of the regulator and details of the relevant license.							
Is the company an Australian resident for tax purposes?  Yes  No							
If no, please specify the company's country of tax residence							
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 Fund Country of establishment							
Date of establishment ABN							
Business name of the Trustee (if any)							
Full name of the settlor of the trust*							
*Not required if the material asset contribution by the settlor was less than \$10,000 or the settlor is deceased.  Note: individual trustees must complete A1; corporate trustees must complete A2  Type of trust							
Regulated trust (SMSF). If applicable please provide name of regulator, ABN and registration or license details.							
Registered managed investment scheme. If applicable please provide ARSN							
Unregistered managed investment scheme with only wholesale clients which does not make small-scale offerings under section 1012E of the Corporations Act 2001	on						
Government superannuation fund. If applicable please specify the legislation establishing the fund.							
Other – If applicable, please provide:							
• If other, please specify (e.g. family, unit, charitable, estate)							
• Full name, date of birth, and residential address of <b>each beneficiary</b> AND/OR if the terms of the trust identify the beneficiar reference to membership of a class – details of the class.	ies by						
Are you an Australian resident for tax purposes? Yes No							
If no, please specify the Trust or Fund's country of tax residence							
NOTE: The Issuer only recognises the Trustee(s) as the investor and not the beneficiary, therefore the trustee(s) details must be given above. However the Issuer is also required to record the individual beneficiary details or, if the terms of the trust identify the beneficiary reference to class, the details of the class if you have ticked "Other" in the section "Type of Trust" above.  BENEFICIARY 1 Name  ABN (if applicable)							
Date of Birth Residential Address							
BENEFICIARY 2 Name  ABN (if applicable)							
DEIVER OF A TRAINE							
Date of Birth Residential Address							
BENEFICIARY 3 Name  ABN (if applicable)							
Date of Birth Residential Address							
BENEFICIARY 4 Name  ABN (if applicable)							
Date of Rirth Residential Address							

Class Details of Beneficiaries	s (if applicable)						
A4 PARTNERSHIPS  Must provide certified cop Registration	py of the Part	nership Agreem	ent or AT	O corresponde	ence in	n the past 12 months or	Certificate of
Full Name of the Partnership	)						
Full business name of Partne	ership registere	d in any State or	Territory (if	applicable)			
Tall baoil loss flattle of Farth	ording regiotere	d in any otato or	TOTTLOTY (II	αρριισασίο			
Business of Partnership		Country of Es	stablishme	nt		Date of Establishment	
If regulated, specify the profe	essional associ	ation and relevant	t members	ship details:			
Llavy manny Daytonaya aya thay	-2						
How many Partners are then Please provide the full name		and residential add	dress (in ca	apitals) of each F	Partner.		
Full Name		Full Residenti					Partnership Share
NB: One Partner MUST com	nplete A1						
SECTION B - ACCOUN		· · · · · · · · · · · · · · · · · · ·	JST CON	/IPLETE)			
Please indicate your preferre	ed account con	tact details:					
Same as Section A							
Joint investors with	different resid	ential addresses r	must elect	one:			
Investor 1							
Investor 2							
Other. Please complete			e different	from those provi	ided in	Section A.	
We will not accept your finar		address.					
Account Designation (option Main Contact	iai)						
Wall Contact							
Postal Address							
City/Cuburb/Town			Stata	Postcode	Coun	tn.	
City/Suburb/Town			State	Posicode	Coun	ury	
Email Address							
Telephone (home)	Area code	Number					
Telephone (business hours)	Area code	Number					
Mobile							
Fay:	Area code	Number					

#### SECTION C - INVESTMENT DETAILS (MUST COMPLETE)

Details of the Units to be purchased:

Investment	Extension Units (min 100,000)	Issue Price Per Extension Unit	Adviser Fee*	Total Investment Amount per Series
Example	200,000	\$0.2285	\$2000	(200,000 x \$0.2285) + 2000 = \$45,700
Berkshire Hathaway Units Series 3		\$0.2285		\$

#### \*Adviser Fee

(Collected by the Issuer and paid to your financial adviser's dealer group)

Please discuss and agree with your adviser the total amount that you will pay 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 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.

Please tick the box below to advise how your payment will be made.

SECTION D - BANK ACCOUNT DETAILS - Payments to you

Please complete Bank Account Details and Direct Debit Authority in Section D1 and D2.

A Direct Debit Dishonour Fee may be charged by your nominated financial institution if insufficient funds are available in your Nominated Account.

## Investors must complete this section by providing details of an Australian banking institution for Coupon Payments, Issuer Buy-Backs and other navments made by the legiler

other payments made by the	, 100001.			
Bank Name/Institution				
Branch name and address				
City/Suburb/Town		State	Postcode	Country
BSB	Account Number			
Account Name				

#### SECTION E – OPERATING AUTHORITY (MUST COMPLETE)

When giving instructions to us about your investment please indicate who has authority to operate your account:

INDIVIDUAL/JOINT ACCOUNTS (if no box is ticked we will assume all can sign)

any one applicant to sign both applicants to sign

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

all applicants to sign any one applicant to sign OTHER\_ any two applicants to sign

#### SECTION F - PRIVACY

Tailored Investment Solutions 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 Tailored Investment Solutions regarding future investment opportunities.

#### SECTION G - PROVIDING IDENTIFICATION

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

#### **SECTION H - DECLARATIONS & SIGNATURES**

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

By completing the application form you:

- 1. declare that you have read and understood the PDS dated 1 March 2017 and any supplementary PDS issued for the Extension Units (PDS).
- 2. declare that you have read and understood Section 12 "Terms of the Deferred Purchase Agreement".
- agree to the collection, use and disclosure of your personal information provided in the application form.
- declare that you have received this PDS personally, or a printout of it, accompanied by or attached to the application form before signing the form.
- declare that all information provided in the Application Form or any other information provided in support of the application is true and correct.
- 6. declare if you have received the PDS from the internet or other electronic means, that it was received either personally or a printout accompanied the application form before making an application for Units.
- 7. acknowledge that none of the Issuer 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.
- declare that you have the power to make an investment in accordance with this application, including the application for 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 entire 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 12 "Terms of the Deferred Purchase Agreement", and as amended from time to time.
- 15. acknowledge that the terms and conditions of the Units are an agreement between the Issuer and the Investor arising on the terms and conditions set out in Section 12 "Terms of the Deferred Purchase Agreement".
- 16. acknowledge that you give the indemnities in clause 10 of Section 12 "Terms of the Deferred Purchase Agreement" for the benefit of the Issuer.
- 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 PDS;
- c) the transactions completed by the Terms and this PDS do or will benefit the beneficiaries of the Trust; and
- you have all the power, authority and discretion vested as trustee to apply for and hold the Units.
- 20. 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.
- 21. If you use the facsimile or email facility you:
  - a) release, discharge and agree to indemnify the Issuer and their agents, including the registrar and their respective officers from and against all losses, liabilities, actions, proceedings, accounts, claims and demand arising from instructions received under the facility;
  - b) agree that a payment made in accordance with the conditions of the facility shall be in complete satisfaction of all obligations to you for a payment, not withstanding it was requested, made or received without your knowledge or authority.
- 22. 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) that the Investor is obliged to do under the Terms;
  - c) 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;
  - d) anything incidental or necessary in relation to the above (including, but not limited to, appointing any person as subagent to do any of the above).
- 23. authorise the Issuer to collect the Adviser Fee at the same time as other payments are direct debited from your account, or otherwise paid by you, and irrevocably direct the Issuer to pay these amounts to your adviser on your behalf in accordance with Clause 1.5 of Section 12 Terms.
- 24. 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.
- 25. 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.

#### SECTION I – DIRECT DEBIT REQUEST (Complete only if paying by Direct Debit)

This Direct Debit Request includes this page and the next section entitled "Section J - 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	In the case of
---	----------------

Surname or Company Name	Given Name or ABN
Surname or Company Name	Given Name or ABN

authorise and request Tailored Investment Solutions Pty Ltd ACN 169 320 905, (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 Tailored Investment Solutions Pty Ltd may properly change me/us to be debited from my/our Nominated Account via the Bulk Electronic Clearing System at the financial institution shown below and paid to Tailored Investment Solutions Pty Ltd subject to the terms and conditions of the Direct Debit Request Service Agreement in this Application Form. The Investment Amount will be deducted on or after the Initial or Final Application Payment Date. Investors should ensure sufficient funds are in the Nominated Account from the Initial Application Date to prevent any dishonour fees.

#### **Account Details (For Direct Debit)**

CHECK THIS BOX IF ACCOUNT IS THE SAME AS SECTION D "Payments to You"

OFFICIAL THIS BOX II 710	OCCUPATION THE CONTRACT TO CEC	TION DIE	ayrrichts to rou	
Bank Name/Institution				
Branch name and address				
City/Suburb/Town		State	Postcode	Country
BSB	Account Number			
Account Name				

#### SECTION J - EXECUTION PAGE

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

#### **Acknowledgments**

I/We understand and acknowledge that by signing below:

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

i, we make the declarations cot out in	1 Cootion 11 of this 7 (ppilo	adon i onin			
Signature of Unitholder 1					
Name of Unitholder 1			Date		
Tick capacity – mandatory for companies	Sole Director	Director	Secretary		
Tick capacity if appropriate:	Individual Trustee	Corporate Trustee	Partner		
If you are signing this form in your own capacity, then please state your name and the capacity in which you are signing e.g. James West, director of West Pty Ltd as Trustee for the West Family Trust.					
Signature of Unitholder 2					
Name of Unitholder 2			Date		
Tick capacity – mandatory for companies	Sole Director	Director	Secretary		
Tick capacity if appropriate:	Individual Trustee	Corporate Trustee	Partner		
	and the second s				

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

#### **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 Tailored Investment Solutions Pty Ltd as set out in the Direct Debit Request Service Agreement included in this Application Form; and
- I/We make the declarations set out in Section H of this Application Form.
- I/We irrevocably authorise the Issuer to collect the Adviser Fee 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 Extension Units have been issued.

#### DIRECT DEBIT REQUEST SERVICE AGREEMENT

Between the Investor and Tailored Investment Solutions Pty Ltd ACN 145 459 936.

#### 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
- "Direct Debit Request" means the Direct Debit Request between Us and You.
- "Our, Us or We" means Tailored Investment Solutions Pty Ltd ("TIS") which You have authorised by signing a Direct Debit Request.
- "PDS" means the Product Disclosure Statement dated 1 March 2017, and Supplementary Product Disclosure Statements dated 26 June 2019, 6 April 2020, 21 April 2020, 5 April 2023 which sets out the terms of the offer of the Extension Units in respect of Tailored Investment Solutions Berkshire Hathaway Units Series 3 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 authorised 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:

Tailored Investment Solutions Pty Ltd Suite 3.20, Capri on Via Roma 15 Via Roma

Isle of Capri QLD 4217

by telephoning Us on 1300 760 397 during business hours;

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:
  - 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
- 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 gueries 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 K - TRUSTEE DECLARATION (Trusts & SMSFs to complete)

This form must be provided to the Issuer by you, as Trustee of the Trust named in the Application Form (the "Trust"), if you are applying for Extension Units in Tailored Investment Solutions Berkshire Hathaway Units Series 3:

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 Extension Units in Tailored Investment Solutions Berkshire Hathaway Units Series 3.

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 Extension Units for Tailored Investment solutions Berkshire Hathaway Units Series 3 and the PDS dated 1 March 2017 and any supplementary PDS issued for the Extension Units.

Trustee (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
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)				
Adviser Email				
Adviser				
Stamp				
Dealer Group name				
Dealer Phone (business hours)				
Dealer Group AFS License Number				
Dealer Group ABN				
IMPORTANT – MUST BE COMPLETED FOR EACH APPLICATION				

The following must be completed in order to fulfil the legislative requirements of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 as amended from time to time ("AML/CTF"). Please refer to Section 19 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 am registered with AUSTRAC as an item 54 reporting entity.
- 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.		
Authorised Investment Adviser Signature	Date	Authorised Representative Number

#### 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) is as specified in Section C of the 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.