



Distribution Reinvestment Plan Rules

# Cosmos Global Digital Miners Access ETF

EXCHANGE CODE: DIGA

ARSN 652 817 840

## Responsible Entity

One Managed Investment Funds  
Limited ABN 47 117 400 987  
AFSL 297042

## Investment Manager

Cosmos Asset Management Pty Ltd  
ABN 34 639 356 068  
AR No 001281643

These Distribution Reinvestment Plan Rules were approved by the Board of One Managed Investment Funds Limited (ACN 117 400 987) (AFSL 297042) (Responsible Entity), the responsible entity of the Fund, on 7 October 2021.

## **1. PARTICIPATION IN THE DRP**

- 1.1 Participation in the DRP is subject to these Rules.
- 1.2 Participation in the DRP is optional at the election of each Unitholder unless a Unitholder is otherwise excluded from participation under these Rules.
- 1.3 A Unitholder with a registered address in Australia or New Zealand is eligible to participate in the DRP. Any Unitholder having a registered address in a country other than Australia and New Zealand may not be eligible to participate in the DRP because of the legal requirements applying in such country. The Board has the discretion to determine whether any such Unitholder is excluded from the DRP.
- 1.4 The Board has the discretion to refuse to accept a Unitholder's participation in the DRP and to suspend or withdraw a Unitholder's participation in the DRP if the Board considers that the participation of that Unitholder might lead to foreign persons or associates of foreign persons acquiring a significant interest or an aggregate significant interest in the Fund for the purposes of any foreign investment legislation or that the Unitholder is a person whose participation, or to whom the making of an offer or invitation to participate, in the DRP would, in the opinion of the Board, be unlawful, impractical, impossible, would require the issue of a product disclosure statement or other offer document or would have an adverse effect on the regulatory approvals or licences which the Responsible Entity holds or for which it intends to apply.

## **2. APPLICATION TO PARTICIPATE**

- 2.1 Application to participate in the DRP is to be made on a DRP Notice. To participate in the DRP for a particular distribution, a duly completed DRP Notice must be received by the Unit Registrar no later than 5.00 pm (Sydney time) on the Record Date for that distribution. If the DRP Notice is received after 5.00 pm (Sydney time) on the Record Date for that distribution it will apply for the next distribution.
- 2.2 The Board may in its absolute discretion:
  - (a) accept or reject any DRP Notice, or discontinue participation of a Participant at any time, without being bound to give any reason for doing so; and
  - (b) correct any error in, or omission from, a DRP Notice.

## **3. DEGREE OF PARTICIPATION**

- 3.1 A Unitholder may elect to participate in the DRP either under full or partial participation.
- 3.2 Under full participation, all Units registered in the Participant's name under the relevant SRN or HIN from time to time, including Units issued pursuant to the DRP, will participate in the DRP.
- 3.3 Under partial participation, only that number of Units specified in the DRP Notice by the Unitholder will participate in the DRP. If at the relevant Record Date the number of Units held by the Participant is less than the number of Units specified as participating in the DRP, then the DRP in respect of that distribution payment will apply to the lesser number of Units. Where a Unitholder is a partial Participant, all Units subsequently acquired by the Unitholder, whether under the DRP or otherwise, will only participate in the DRP to the extent that the Unitholder alters their participation level in accordance with clause 8.
- 3.4 If a DRP Notice does not indicate the level of participation in the DRP, it will be deemed to be an application for full participation.
- 3.5 A DRP Notice must be lodged for each Unitholding account (identified by the relevant SRN or HIN) which a Unitholder wishes to participate in the DRP, and each Unitholding account of a Unitholder will be treated separately for all purposes under the DRP.

#### **4. OPERATION OF THE DRP**

- 4.1 Each distribution which is payable to a Participant in respect of Units subject to the DRP and which is available for payment to the Participant will be applied by the Responsible Entity on the Participant's behalf in subscribing for additional Units.
- 4.2 The Responsible Entity will establish and maintain, or cause the Unit Registrar to establish and maintain, a DRP account for each Participant.
- 4.3 The Responsible Entity will in respect of each distribution payable to a Participant:
- (a) determine the amount of the distribution payable (less withholding tax if applicable) in respect of that Participant's Units subject to the DRP;
  - (b) credit the amount to the Participant's DRP account;
  - (c) determine the maximum whole number of additional Units which may be acquired under the DRP at the Allocation Price using the amount (including any retained cash balance) in the Participant's DRP account;
  - (d) on behalf and in the name of the Participant, allot the number of additional Units calculated under clause 4.3(c) and debit the Participant's DRP account with the total Allocation Price for the additional Units; and
  - (e) retain in the Participant's DRP account, without interest, any cash balance remaining after the application of clause 4.3(d).
- 4.4 The Units will be allocated under the DRP at the Allocation Price, being the issue price calculated in accordance with the Constitution. Fractions of Units issued under the DRP following the entitlements calculation will be rounded down and the residual cash balance (if any) carried forward to the next period.

#### **5. ISSUE OF UNITS UNDER THE DRP**

- 5.1 Units issued under the DRP will, from the date of issue, rank equally in all respects with existing Units.
- 5.2 Units issued under the DRP will be issued on, or as soon as practicable after, the relevant distribution payment date and will be registered on the register where the Participant's holding of Units is currently registered.

#### **6. COSTS TO PARTICIPANTS**

No brokerage, commission, or other transaction costs will be payable by Participants in respect of Units issued under the DRP. However, the Responsible Entity does not assume liability for any taxes or other imposts assessed against or imposed on a Participant.

#### **7. DRP STATEMENTS**

On, or as soon as practicable after, each distribution payment date, the Responsible Entity will send to each Participant a statement detailing:

- (a) the number of the Participant's Units subject to the DRP as at the relevant Record Date;
- (b) the amount of distribution payable to the Participant (less withholding tax if applicable) in respect of the Units subject to the DRP;
- (c) the amount in the Participant's DRP account immediately prior to the payment of the relevant distribution;
- (d) the number of Units allotted to the Participant under the Rules of the DRP;
- (e) the cash balance (if any) retained in the Participant's DRP account after deduction of the amount payable for the issue of the additional Units; and

- (f) the Participant's total holding of Units after the issue of additional Units.

## **8. VARIATION OR TERMINATION OF PARTICIPATION**

- 8.1 Subject to clause 11, a Participant may at any time give a DRP Notice to the Unit Registrar:
- (a) increasing or decreasing the number of Units participating in the DRP; or
  - (b) terminating participation in the DRP.
- 8.2 In order for an alteration or termination to take effect in respect of a particular distribution, a duly completed DRP Notice must be received by the Unit Registrar before 5.00 pm (Sydney time) on the Record Date for that distribution or such other time as determined by the Responsible Entity.
- 8.3 If a Participant increases the level of participation in the DRP to full participation, all of the Participant's Units as at the date of the DRP Notice and all Units subsequently acquired by the Participant (including Units acquired under the DRP) will participate in the DRP.
- 8.4 If a Participant increases or decreases the level of participation in the DRP to below full participation, only that number of Units specified in the DRP Notice will participate in the DRP and no Units subsequently acquired by the Participant (including Units acquired under the DRP) will participate in the DRP.
- 8.5 If a Participant dies, participation in the DRP will be terminated upon receipt by the Responsible Entity of written notice of the death. If a Participant is declared bankrupt or is wound up, participation in the DRP will be terminated upon receipt by the Responsible Entity of a notification of bankruptcy or winding up from the Participant or the Participant's trustee in bankruptcy or liquidator, as the case may be. The death, bankruptcy or winding up of one or more joint holders will not automatically terminate participation.
- 8.6 On termination of participation for whatever reason, the Responsible Entity will forward to the Participant or the Participant's legal representative a statement of the Participant's DRP account made out to the date of termination.
- 8.7 On termination of participation for whatever reason, including deemed termination of participation under clause 9.3, a Participant will be taken to have directed the Responsible Entity to donate the cash balance (if any) in the Participant's DRP account as at the date of termination on behalf of the Participant to a registered charity nominated by the Board from time to time.
- 8.8 Participants will not be issued with a receipt in connection with such a donation.

## **9. REDUCTION OR TERMINATION OF PARTICIPATION WHERE NO NOTICE GIVEN**

- 9.1 Where all of a Participant's Units are subject to the DRP and the Participant disposes of part of those Units then, unless the Participant advises the Responsible Entity otherwise, the remaining Units held by the Participant will continue to participate in the DRP.
- 9.2 Where some of a Participant's Units are subject to the DRP and the Participant disposes of part of that Unitholding, then unless the Participant advises the Responsible Entity otherwise, the Units disposed of will be deemed to be Units not participating in the DRP. If the number of Units disposed of is more than the number of the Participant's Units not participating in the DRP, the disposal will be deemed to include all the Participant's Unitholding not participating in the DRP, and the balance (if any) will be attributed to Units participating in the DRP.
- 9.3 Where a Participant disposes of all Units without giving the Responsible Entity notice of termination of participation, the Participant will be deemed to have terminated participation in the DRP with respect to the Unitholding on the last date the Responsible Entity registered a transfer or instrument of disposal of the Participant's holding.

## **10. VARIATION, SUSPENSION, RECOMMENCEMENT AND TERMINATION OF THE PLAN**

- 10.1 The DRP may be varied, suspended, recommenced or terminated by the Board at any time. The variation, suspension, recommencement or termination will take effect on the date specified by the Board. The Board may give written notice of any such variation, suspension, recommencement or termination as it considers appropriate. A variation, suspension, recommencement or termination of the DRP will not be invalidated by the accidental omission to give notice of the variation, suspension, recommencement or termination to a Unitholder and will not give rise to any liability on the part of, or right or action against, the Board or the Responsible Entity.
- 10.2 A Participant continues to participate in the DRP following any variation, suspension or recommencement of the DRP unless the Responsible Entity is notified in writing to the contrary by the Participant.

## **11. APPLICATIONS AND NOTICES**

- 11.1 Applications and notices to the Responsible Entity must be in writing and in accordance with the forms prescribed by the Responsible Entity from time to time.
- 11.2 The applications and notices will be effective upon receipt by the Unit Registrar subject to:
- (a) these Rules;
  - (b) in the case of applications, acceptance by the Responsible Entity; and
  - (c) receipt by the Responsible Entity by 5.00 pm (Sydney time) on the relevant Record Date for determining entitlements to distributions.
- 11.3 Applications or notices received after 5.00 pm (Sydney time) on the relevant Record Date will not be effective in respect of that distribution payment but will be effective from the next relevant Record Date.
- 11.4 Except to the extent that these Rules expressly provide otherwise, the Responsible Entity may provide notice under these Rules in any manner (including, but not limited to, by public announcement, advertisements in any newspapers circulating generally in Australia, notice on the Fund's website, announcement to Chi-X or mailed written notices) which the Board considers appropriate to bring the matter or event for which notice is required under these Rules to the notice of the Participants or Unitholders, as the case may be, having regard to the nature of the event for which notice is being given.

## **12. GENERAL**

- 12.1 Any distribution payable on Units which a Participant has nominated as participating in the DRP and which distribution the Responsible Entity is entitled to retain, in whole or part, as a result of a charge, lien or similar right in favour of the Responsible Entity in accordance with the Constitution of the Fund or otherwise, will not be available for the purpose of participating in the DRP.
- 12.2 These Rules will be binding upon all Unitholders.
- 12.3 The Board may implement and administer the DRP in the manner the Board thinks fit. Without prejudice to the general powers of the Board under these Rules, the Board may settle in the manner as the Board thinks fit any difficulty, anomaly or dispute which may arise in connection with, or by reason of, the operation of the DRP, whether generally or in relation to any Unitholder or Participant or Unitholding account or any Unit or Units and the determination of the Board will be conclusive and binding on all Unitholders and other persons to whom the determination relates.
- 12.4 The Board may delegate to any one or more persons, for such period and on such conditions as it may determine, the exercise of any of its powers or discretions arising under the DRP.

- 12.5 Neither the Responsible Entity nor any officer of the Responsible Entity will be liable or responsible to any Participant for any loss or alleged loss or disadvantage suffered or incurred by a Participant as a result, directly or indirectly, of the establishment or operation of the DRP or participation in the DRP or in relation to any advice given with respect to participation in the DRP.
- 12.6 Notwithstanding any other provision of these Rules, for the purposes of these Rules, if the provisions of the Corporations Act, the Constitution, any disclosure document or the Chi-X Operating Rules and these Rules conflict on the same matter, the provisions of the Corporations Act, the Constitution, any disclosure document or the Chi-X Operating Rules (as applicable) prevail.

### 13. DEFINITIONS

In these Rules unless the context otherwise requires:

**Allocation Price** means the price at which Units will be allocated under the DRP as calculated in accordance with clause 4.4.

**Board** means the board of directors of the Responsible Entity.

**Chi-X** means Chi-X Australia Pty Ltd (ABN 47 129 584 667) or the licensed market operated by that company, as the context requires.

**Chi-X Operating Rules** means the operating rules of Chi-X as amended or replaced from time to time, except to the extent of any express written waiver by Chi-X.

**Constitution** means the constitution of the Fund, as amended from time to time.

**Corporations Act** means the *Corporations Act 2001 (Cth)*.

**DRP** means the Fund's Distribution Reinvestment Plan as varied from time to time.

**DRP Notice** means a notice in such form as the Responsible Entity may from time to time require.

**Fund** means the Cosmos Global Digital Miners Access ETF (ARSN 652 817 840).

**HIN** stands for Holder Identification Number and is used to identify a holding on the CHESS sub register.

**Participant** means a Unitholder whose application to participate in the DRP in respect of a particular Unitholding has been accepted by the Responsible Entity.

**Record Date** means, in relation to a distribution, the date that the Responsible Entity determines entitlements to the distribution in accordance with the Constitution.

**Responsible Entity** means the responsible entity of the Fund, One Managed Investment Funds Limited (ACN 117 400 987) (AFSL 297042).

**Rules** mean these DRP rules as varied from time to time.

**SRN** stands for Securityholder Reference Number and is used to identify a holding on the issuer sponsored sub-register.

**Unitholder** means a registered holder of Units.

**Unit Registrar** means the Fund's Unit registrar from time to time, currently Automic Pty Ltd (ACN 152 260 814).

**Units** means fully paid ordinary Units in the capital of the Fund.