

Ophir High Conviction Fund - Terms and Conditions of the Distribution Reinvestment Plan

1. Defined terms

1.1 In this DRP, the following words and expressions have the meanings indicated unless the contrary intention appears.

Application Form means a form (as approved by the Responsible Entity) by which:

- (a) a Unitholder may apply to join the DRP; or
- (b) a Participant may apply to vary the level of, or withdraw from, participation in the DRP.

ASX means ASX Limited or the securities market conducted by it, as the context requires.

Business Day has the meaning given to it in the ASX Listing Rules.

Cash Distribution means a Distribution payable to a Participant in respect of Participating Units wholly in cash and, in the case of a Distribution payable only partly in cash, that part of the Distribution which is payable in cash.

Closing Date means, in relation to a Distribution, 5:00 pm (Sydney time) on the first Business Day after the Record Date for that Distribution.

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

Deliver in relation to a Unit means to issue or to procure the transfer of the Unit.

Distribution means a distribution declared or otherwise to be paid in respect of Units by the Responsible Entity.

Distribution Payment Date means the date on which a Distribution is paid by the Responsible Entity.

DRP means the Fund Distribution Reinvestment Plan, as amended, modified or substituted from time to time.

DRP Statement means the statement referred to in clause 9.

Electronic Election means an electronic DRP election (as approved by the Responsible Entity) by which:

- (a) a Unitholder may apply to join the DRP; or
- (b) a Participant may apply to vary the level of, or withdraw from, participation in the DRP.

Eligible Unitholder means those Unitholders who meet the eligibility criteria in clause 3.

Ex Date means one business day before the Record Date.

Full Participant means a Participant who, for the time being, participates in the DRP in respect of all the Units of which the Participant is registered as the holder, including Units subsequently acquired by the Unitholder whether under the DRP or otherwise.

Fund means Ophir High Conviction Fund Trust ARSN 620 920 201.

Last Reported NAV means in respect of Distribution, the NAV as at the Ex Date.

Limited Participant means a Participant who, for the time being, participates in the DRP in respect of some, but not all, of the Units of which the Participant is registered as the Unitholder.

Listing Rules means the listing rules for the time being of the ASX.

Manager means Ophir Asset Management Pty Limited ABN 88 156 146 717.

NAV means, in respect of a Unit, the net asset value (as that term is defined in the Constitution) as at the relevant Business Day divided by the number of Units which are on issue or are to be issued as at 5:00pm on that Business Day.

Non-Participating Units means any Units of which a Participant is registered as the Unitholder which are not subject to the DRP.

Participant means a Unitholder who is accepted as a participant in the DRP.

Participating Distribution means in respect of a Participant, the total Cash Distribution payable to that Participant reduced by any amount, including withholding tax, where appropriate, which the Fund is required to or may deduct for any reason from the Cash Distribution payable to that Participant.

Participating Units means Units of which a Participant is registered as the Unitholder that are subject to the DRP.

Participating Unitholder means a Participant whose Unit entitlement under the DRP is to be Delivered by way of transfer.

Record Date means, in relation to a Distribution, the time and date determined by the Responsible Entity for the purpose of determining entitlements to that Distribution.

Responsible Entity means The Trust Company (RE Services) Limited ABN 45 003 278 831.

Terms and Conditions means the terms and conditions of the DRP, as amended, modified or substituted from time to time.

Unit means a fully paid unit in the Fund.

Unit Price means, in relation to a Distribution, subject to the Listing Rules, the price calculated or determined in accordance with clause 8.

Unit Registrar means Automic Pty Limited ACN 152 260 814, or such other unit registry provider appointed from time to time.

Unitholder means a person registered as the holder of one or more Units.

VWAP means volume weighted average price.

- 1.2 Words importing gender include the masculine, feminine and neuter genders and the singular includes the plural and vice versa.
- 1.3 Headings are included for convenience only and will not affect the construction or interpretation of the DRP.

2. The DRP

- 2.1 The DRP is a method by which Eligible Unitholders may elect to receive additional Units in substitution for Cash Distributions declared or authorised for payment by the Responsible Entity in respect of some or all of the Units which they hold.
- 2.2 The Responsible Entity intends to give each Eligible Unitholder a reasonable opportunity to participate in the DRP. Subject to clause 2.3, participation by Unitholders in the DRP is optional and is not transferable.
- 2.3 Eligible Unitholders who have not provided Australian bank account details (in their own name) for the payment of Cash Distributions by 5.00pm (Sydney time) on the Closing Date for a particular Distribution will be deemed to have elected to reinvest all their Cash Distribution in additional Units in the Fund in accordance with the DRP.
- 2.4 Subject to these Terms and Conditions, the DRP will be offered to Eligible Unitholders on the following basis:
- (a) at the time the Unit Price of the Units to be Delivered pursuant to the DRP is set or is otherwise calculated in accordance with clause 8, the Responsible Entity will not have any information that is not publicly available that would, or would be likely to, have a material adverse effect on the realisable price of the Units if the information were publicly available; and
 - (b) Units will be issued on the terms disclosed to Participants and will be subject to the same rights as Units issued to all Participants (who hold Units of the same class).
- 2.5 A Participating Unitholder authorises the Responsible Entity to arrange the purchase of the Units in the ordinary course of trading on ASX with the purchase price of the Units and the Units to be Delivered by way of transfer and any applicable brokerage charges to be paid (and to be paid only) from the respective DRP accounts of the Participating Unitholders.

3. Eligibility

- 3.1 Subject to clauses 3.2, 3.3 and 3.6, all Unitholders whose registered address is in Australia or New Zealand are eligible to participate in the DRP.
- 3.2 Subject to clause 3.3, a Unitholder will not be able to participate in the DRP until receipt by the Responsible Entity from the Unitholder of an Application Form or Electronic Election.
- 3.3 The Responsible Entity may in its absolute discretion accept or refuse to accept in whole or in part any Application Form or Electronic Election. Without limiting the generality of the above, the Responsible Entity may from time to time determine that the right to participate in the DRP is not available to Unitholders:
- (a) who have registered addresses in a country or place where participation in the DRP would or may be unlawful or if any other formality under the laws of that country or place cannot reasonably or practicably be complied with by the Responsible Entity at a cost that is acceptable to the Responsible Entity; or
 - (b) whose participation in the DRP might lead to foreign persons or associates of foreign persons acquiring a substantial interest or an aggregate substantial interest in the Fund in breach of the *Foreign Acquisitions and Takeovers Act 1975* (Cth).
- 3.4 If the Responsible Entity refuses an Application Form or Electronic Election, the Responsible Entity must notify the relevant Unitholder of the refusal as soon as practical afterwards. The Responsible Entity will not be obliged to state reasons for the refusal of an Application Form or Electronic Election.

- 3.5 A Unitholder is solely responsible for obtaining any government or regulatory approvals and consents necessary for that Unitholder to participate legally in the DRP.

4. Levels of Participation

- 4.1 Unitholders may, in their Application Form or Electronic Election, nominate one of the following levels of participation:

(a) **Full participation**

A Unitholder may nominate all Units registered in the name of that Unitholder, including Units subsequently acquired by the Unitholder whether under the DRP or otherwise, to participate in the DRP. If a Unitholder's Application Form or Electronic Election is accepted, that Unitholder will be admitted as a Full Participant.

(b) **Limited participation**

A Unitholder may nominate a specific number of Units held in the name of that Unitholder to participate in the DRP. If a Unitholder's Application Form or Electronic Election is accepted, that Unitholder will be admitted as a Limited Participant in respect of the nominated Units only.

- 4.2 Unitholders will on acceptance of their Application Form or Electronic Election by the Responsible Entity participate in the DRP only to the extent they have elected to participate under clause 4.1 unless the Responsible Entity exercises its discretion under clause 8A.1.
- 4.3 If the Responsible Entity receives a completed Application Form or Electronic Election from a Unitholder where the level of participation is not clearly specified, the DRP election will be deemed to be a request that all Units held by the Unitholder participate in the DRP.
- 4.4 A Participant may at any time vary the level of participation (but not the Terms and Conditions of the participation) in the DRP by completing and returning to the Unit Registrar a further Application Form or making a further Electronic Election specifying the variation to be made in the level of participation. The variation in the level of participation is not effective in respect of a Distribution unless it is received prior to the Closing Date for that Distribution.

5. Application Form

- 5.1 An Application Form must be in a form approved by the Responsible Entity or in a form otherwise acceptable to the Responsible Entity.
- 5.2 If an Application Form is completed by an individual or a body corporate under a power of attorney, the power of attorney under which it is signed or a certified copy of that power must accompany the Application Form unless the power of attorney has previously been noted by the Responsible Entity.
- 5.3 A completed Application Form received by the Unit Registrar to participate in the DRP or to vary the level of participation or to terminate participation in the DRP is not effective in respect of a Distribution unless it is received prior to the Closing Date for that Distribution.
- 5.4 Formal notice by way of an Application Form remains in force until:
- (a) the Participant formally varies or terminates the Participant's participation in the DRP in accordance with these Terms and Conditions; or
 - (b) the Responsible Entity terminates the DRP or varies the Participant's participation in the DRP in accordance with clause 8A.1,

whichever occurs earlier.

6. **Electronic Elections**

- 6.1 An Electronic Election may be lodged electronically in the manner advised by the Unit Registrar from time to time.
- 6.2 An Electronic Election lodged with the Unit Registrar to participate in the DRP or to vary the level of participation or to terminate participation in the DRP is not effective in respect of a Distribution unless it is received prior to the Closing Date for that Distribution.
- 6.3 An Electronic Election will:
- (a) not be taken to have been lodged unless it is validly completed;
 - (b) be taken to be signed by the relevant Unitholder or, if applicable, joint holders of Units; and
 - (c) be taken to be received by the Unit Registrar at the time it is received by the Unit Registrar's server.

7. **Operation of the DRP**

- 7.1 The Participating Distribution must be applied by the Responsible Entity on the Participant's behalf in subscribing for, or accepting the transfer of, additional Units in accordance with clause 7.3.
- 7.2 The price at which each Unit is Delivered under the DRP in respect of a Participating Distribution is the Unit Price.
- 7.3 The Responsible Entity will establish and maintain a DRP account for each unitholding account of each Participant. At the time of each Distribution Payment Date, the Responsible Entity will for each Participant:
- (a) determine the Participating Distribution payable in respect of the Participating Units which may be reinvested under the DRP;
 - (b) credit the amount in paragraph 7.3(a) above to the Participant's DRP account;
 - (c) determine the maximum whole number of Units, priced in accordance with clause 7.2, which can be acquired under this DRP by using the amount in the Participant's DRP account (if a fraction results from the application of this clause, the result will be rounded down to the nearest whole number); and
 - (d) on behalf of and in the name of the Participant, subscribe for or arrange the purchase and transfer of the number of Units determined under paragraph 7.3(c) above and debit the aggregate price of those Units against the balance in the Participant's DRP account.

8. **Units Delivered under the DRP**

- 8.1 Subject to the Constitution, all Units to be Delivered under the DRP:
- (a) will be Delivered no later than 5 Business Days (or such longer period as the Listing Rules allow) after the Distribution Payment Date to which the Distribution relates; and
 - (b) rank equally in every respect with the existing issued Units.
- 8.2 Subject to clause 8A.1, each Unit delivered under the DRP in respect of a Cash Distribution must be Delivered at a price (**Unit Price**) which is equal to the lesser of:
- (a) the Unit Acquisition Price plus Brokerage per Unit; or
 - (b) Last Reported NAV.

- 8.3 For the purposes of this clause 8:
- (a) **Brokerage** means brokerage charged or chargeable by the ASX Market Participant in connection with the purchase of Units for Delivery to Participating Unitholders in respect of the Participating Distribution.
 - (b) **Market Price per Unit** means the market price of a Unit as at the close of trading on the ASX on the Business Day immediately after the final Cash Distribution is announced on the ASX announcements page.
 - (c) **Trading Period** means the period beginning the Business Day immediately after the final Cash Distribution is announced on the ASX announcements page and ending at the close of the trading on the ASX on the date that is 3 Business Days before the Distribution Payment Date.
 - (d) **Unit Acquisition Price** means the VWAP of Units purchased for Delivery to Participating Unitholders in respect of the Cash Distribution during the Trading Period.
- 8.4 Units may only be Delivered by way of transfer to a Participant in respect of a Cash Distribution where the sum of the Market Price per Unit and Brokerage per Unit in relation to the Cash Distribution is less than the Last Reported NAV.
- 8.5 Where clause 8.4 applies and the Responsible Entity determines in its sole and absolute discretion that some or all of the Units to be Delivered to the Participating Unitholders are to be Delivered by way of transfer:
- (a) the Responsible Entity will arrange for Units to be purchased in the ordinary course of trading on ASX on the Business Day immediately after the final Cash Distribution is announced on the ASX announcements page to the amount that can be expended so as not to exceed the amount available in all DRP accounts for the relevant Distribution excluding Brokerage; and
 - (b) the Responsible Entity will calculate the Unit Acquisition Price and the Unit Acquisition Price per Unit.
- 8.6 The Responsible Entity's calculation of the Unit Acquisition Price will be conclusive in the absence of manifest error.
- 8.7 Units may only be purchased as provided in clause 8.5(a) at a price such that the acquisition cost per Unit of the Units plus average Brokerage per Unit does not generally exceed Last Reported NAV. The Responsible Entity will make the application and take all steps necessary for official quotation of all new Units issued under the DRP on the ASX immediately after they are issued.

8A Shortfall

- 8A.1 To the extent that the Responsible Entity cannot, or cannot procure, sufficient Units to be acquired as provided in clauses 8.5 and 8.7 to satisfy the Unit entitlement of Participating Unitholders in respect of a Cash Distribution:
- (a) Units or sufficient Units (as the case may be) may be issued to Participating Unitholders on account of that Cash Distribution of a number calculated in accordance with clause 7.3 at a price, subject to the Listing Rules:
 - (i) determined by the Responsible Entity in respect of the relevant Distribution; or
 - (ii) if the Responsible Entity has not made a determination under clause 8A.1(a)(i), at the Last Reported NAV;
 - or
 - (b) the Responsible Entity may (at its sole discretion):

- (i) determine the remaining amount in all DRP accounts which have not been used to satisfy the Unit entitlement of Participating Unitholders (**Shortfall**); and
- (ii) make payment of the Shortfall to a Participating Unitholder in cash.

8A.2 Where clause 8A.1 is relied on by the Responsible Entity, a Participant will be deemed to have accepted a variation to their participation in the DRP in respect of the relevant Distribution on the terms set out in clause 8A.1 above.

9. **DRP Statements**

9.1 The Responsible Entity will send to each Participant as soon as practical following each Distribution Payment Date a DRP Statement detailing the following information:

- (a) the number of Participating Units for that Participant as at the relevant Closing Date;
- (b) the amount of the Distribution and Cash Distribution payable on each Participating Unit;
- (c) if applicable, the amount of withholding tax and any other amount which has been deducted from the Cash Distribution payable on the Participating Units;
- (d) the total available Participating Distribution payable on the Participating Units;
- (e) the number of Units to be Delivered to the Participant under the DRP and the date of Delivery of those Units;
- (f) whether the Units have been Delivered by way of issue or by way of transfer or a combination;
- (g) to the extent Units have been delivered by way of transfer, the applicable brokerage charges;
- (h) in the case of Units have been Delivered by way of issue, the price of each Unit to be issued to the Participant under the DRP;
- (i) the amount and extent to which the Distribution is taxable (if known at the time);
- (j) subject to any unit transactions in the intervening period, the total number of Participating Units of the Participant that will be participating in the DRP after the Distribution; and
- (k) such other information as the Responsible Entity may at any time and from time to time determine.

9.2 Unitholders have the right to receive from the Responsible Entity, on request and free of charge, a copy of:

- (a) the most recent annual report of the Fund;
- (b) the most recent financial statements of the Fund and, if those statements are not audited or reviewed by an auditor, a statement to that effect;
- (c) the auditor's report on those statements; and
- (d) the Constitution of the Fund and any amendments to it.

9.3 These documents are also accessible through the website at www.ophiram.com.au. You can also request a copy of any of these documents by contacting the Responsible Entity or the Manager.

10. **Costs to Participants**

10.1 Other than brokerage costs, no commission or other transaction costs will be payable by Participants on Units acquired under the DRP.

- 10.2 Brokerage charges will be deducted from the entitlements of Participating Unitholders to a Cash Distribution, to the extent the entitlements to Units of those Participating Unitholders are to be satisfied by way of transfer. No brokerage charges will be payable to the extent Unitholders receive their Unit entitlement under the DRP by way of issue.
- 10.3 If the existing legislation changes so that at the date of any issue, any stamp duty is payable in respect of the issue, the amount of such stamp duty will be paid by the Participant to whom the Units are issued and will be debited to that Participant's DRP account.

11. Variation to Participation in the DRP

- 11.1 Subject to clause 5.3, a Participant may at any time vary participation (but not the Terms and Conditions of the participation) in the DRP by completing and returning to the Unit Registrar a further Application Form or making a further Electronic Election specifying the variation the Participant wishes to make.

12. Acquisition and Sale of Units by Participants

- 12.1 Where a Participant is a Full Participant:
- (a) all Units allotted or transferred to a Full Participant under the DRP will be added to the number of Participating Units unless a further Application Form advising the Responsible Entity to the contrary has been delivered to the Unit Registrar or a further Electronic Election to the contrary has been made; and
 - (b) any further Units acquired (by whatever means) by a Full Participant automatically become Participating Units on being registered in the Full Participant's name.
- 12.2 Where a Participant is a Limited Participant:
- (a) unless advised by the Limited Participant to the contrary, if a Limited Participant sells or transfers, the Units sold or transferred will, first, reduce the number of Non- Participating Units and, secondly, the number of Participating Units;
 - (b) if by the acquisition of any further Units (by whatever means), the number of Units held by a Limited Participant increases to a number greater than the original nominated number of Participating Units held, the excess of Units over the original nominated number of Participating Units are taken to be Non- Participating Units unless otherwise notified by a further Application Form delivered to the Unit Registrar or a further Electronic Election has been made by the Limited Participant; and
 - (c) if the Participant has elected for a certain percentage of its total Units to participate in the DRP; any further Units acquired (by whatever means) by the Limited Participant will be allocated as Participating and Non-Participating in accordance with that percentage unless notified by a further Application Form delivered to the Unit Registrar or a further Electronic Election has been made by the Limited Participant.

13. Termination of Participation

- 13.1 Subject to clause 5.3, a Participant may at any time terminate participation in the DRP by completing and returning to the Unit Registrar a further Application Form, or making a further Electronic Election indicating the Participant's wish to terminate participation in the DRP.
- 13.2 Subject to clause 5.3, a Participant will be deemed to have terminated their participation in the DRP:

- (a) on receipt by the Unit Registrar of an Application Form or an Electronic Election in accordance with clause 13.1;
 - (b) on registration of a transfer or disposal of all of their Participating Units;
 - (c) on termination of the DRP by the Responsible Entity in accordance with clause 14;
 - (d) on receipt by the Responsible Entity of the notice of death, bankruptcy or liquidation of the Participant; or
 - (e) on the Participant ceasing to be eligible for participation in the DRP, for example by changing their registered address to an ineligible country.
- 13.3 For the purposes of clause 13.2, the death of any one of two or more joint Unitholders who hold Participating Units will automatically terminate the participation of the remaining Unitholder or joint Unitholders with respect to those Units. The remaining Unitholder or Unitholders may recommence their participation in the DRP by completing and returning to the Unit Registrar an Application Form or making an Electronic Election to do so.
- 13.4 A Unit which has ceased to be a Participating Unit is not prohibited from subsequently becoming again subject to the DRP.
- 13.5 Where a Participant ceases to participate in the DRP for any reason, the Responsible Entity must pay to the Participant (at a time and in a manner determined by the Responsible Entity) any positive balance in the Participant's DRP account.

14. **Modification and Termination by the Responsible Entity**

- 14.1 The Responsible Entity may at its discretion at any time resolve to:
- (a) vary the DRP and any agreement relating to the DRP;
 - (b) suspend the operation of the DRP; or
 - (c) terminate the DRP.
- 14.2 Any variation, suspension or termination made in accordance with clause 14.1:
- (a) subject only to clause 14.4, is effective from the date of resolution or otherwise from the date determined by the Responsible Entity; and
 - (b) does not give rise to any liability on the part of or right of action against the Fund or the Responsible Entity.

The Responsible Entity must give written notification to the Participants of any variation, termination or suspension of the DRP. This notification may be given by the Responsible Entity via the ASX portal.

- 14.3 Termination of the DRP is not effective prior to a date at least one month after the date on which notice is given by the Responsible Entity to the Participants of its intention to terminate the DRP. This notification may be given by the Responsible Entity via the ASX portal.
- 14.4 If the Responsible Entity varies these Terms and Conditions, the Participants continue to participate under the modified DRP unless the Participant notifies the Responsible to the contrary by a further Application Form or by a further Electronic Election.
- 14.5 The accidental omission to give notice of any variation, suspension or termination of the DRP to any Participant or the non-receipt of any notice by any Participant does not invalidate the variation, suspension or termination of the DRP.

15. **Disputes**

- 15.1 The Responsible Entity has absolute discretion to resolve any dispute concerning the

DRP in the manner it sees fit or to adopt any administrative procedures as it deems appropriate. The decision of the Responsible Entity will be final and binding on the Participants.

16. **Disclaimer**

16.1 Subject to applicable legislation, none of the Responsible Entity, the Manager nor any of their officers, employees, representatives or agents guarantee or warrant the future performance of the Fund.

17. **Taxation**

17.1 Neither the Fund nor the Responsible Entity, its officers, employees, representatives or agents take any responsibility or assume any liability for the taxation liabilities of Participants. Specific taxation advice from professional advisers should be obtained by the Participants.

18. **Notices**

18.1 Notices to the Responsible Entity are only effective if in writing and in such form as the Responsible Entity directs or accepts from time to time and sent to the Unit Registrar at:

Automic Pty Limited
GPO Box 5193
Sydney NSW 2000
Tel: 1300 408 787 (within Australia)
Tel: +61 2 8072 1478 (outside Australia)

or such other address as is notified by the Responsible Entity from time to time.

19. **General**

19.1 The DRP will not apply in any case where, in accordance with the Constitution or otherwise by law, the Responsible Entity is entitled by law to retain all or part of a Distribution payable in respect of Units which a Participant has nominated as participating in the DRP or where the Responsible Entity is entitled to a charge over those Units or over any relevant Distribution payable.

20. **Governing Law**

The DRP, the Terms and Conditions and the operation of the DRP are governed by the laws of New South Wales, Australia.

For further information, please contact:

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