

Automatic Investment Plan

Direct Debit Request Service Agreement

Important

This is your Direct Debit Service Agreement with Sharper Capital Limited ("SCL") ABN 65 133 678 029 AFSL No. 339481 as Responsible Entity for the Strategic Opportunities (Growth & Income) Fund ARSN 668 357 837 User ID 640253 ("the Debit User"). It explains what your obligations are when undertaking a Direct Debit arrangement with us. It also details what our obligations are to you as your Direct Debit provider.

Please keep this agreement for future reference. It forms part of the terms and conditions of your Direct Debit Request ("DDR") and should be read in conjunction with your DDR authorisation.

Definitions

account means the account held at *your financial institution* from which we are authorised to arrange for funds to be debited.

agreement means this Direct Debit Request Service Agreement between *you* and *us*.

banking day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia.

debit day means the day that payment by *you* to *us* is due.

debit payment means a particular transaction where a debit is made.

Direct Debit Request means the written, verbal or online request between *us* and *you* to debit funds from your account.

us or **we** means Sharper Capital Limited ("SCL") ABN 65 133 678 029 AFSL No. 339481 as Responsible Entity for the Strategic Opportunities (Growth & Income) Fund ARSN 668 357 837 User ID 640253 ("the Debit User") you have authorised by requesting a Direct Debit Request.

you means the customer who has authorised the *Direct Debit Request*.

your financial institution means the financial institution at which *you* hold the account *you* have authorised *us* to debit.

1 Debiting your Account

- 1.1 By submitting a Direct Debit Request, you have authorised us to arrange for funds to be debited from your Account. The Direct Debit Request and this Agreement set out the arrangement between us and you.
- 1.2 We will only arrange for funds to be debited from your Account as authorised in the Direct Debit Request; or

We will only arrange for funds to be debited from your Account if we have sent to the address nominated by you in the Direct Debit Request, a billing advice which specifies the amount payable by you to us and when it is due.
- 1.3 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. If you are unsure about which day your Account has or will be debited you should ask your financial institution.

2 Amendments by us

- 2.1 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 sent to the preferred email or address you have given us in the Direct Debit Request.

3 How to cancel or change direct debits

- 3.1 You can:
 - a) Cancel or suspend the Direct Debit Request; or
 - b) Change, stop or defer an individual payment, or at any time by giving us at least 7 days' notice.To do so
 - email us at admin@sogif.au; or
 - telephone us on (03) 8592 0270; or
 - Contact your own financial institution.

4 Your obligations

- 4.1 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.
- 4.2 If there are insufficient clear funds in your Account to meet a debit payment:
 - a) you may be charged a fee and/or interest by your financial institution;
 - b) we may charge you reasonable costs incurred by us on account of there being insufficient funds; and
 - c) you may be asked to 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.
- 4.3 You should check your Account statement to verify that the amounts debited from your Account are correct.

5 Dispute

- 5.1 If you believe there has been an error in debiting your Account, you should notify us directly on admin@sogif.au or by phone on (03) 8592 0270. Alternatively you can contact your financial institution for assistance.
- 5.2 If we conclude as a result of our investigations that your Account has been incorrectly debited we will respond to your query by arranging within a reasonable period 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.
- 5.3 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.
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6 Accounts

- 6.1 You should check:
- with your financial institution whether direct debiting is available from your Account as direct debiting is not available through BECS on all accounts offered by financial institutions.
 - your Account details which you have provided to us are correct by checking them against a recent account statement; and
 - with your financial institution before completing the Direct Debit Request if you have any queries about how to complete the Direct Debit Request.
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7 Confidentiality

- 7.1 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.
- 7.2 We will only disclose information that we have about you:
- to the extent specifically required by law; or
 - for the purposes of this Agreement (including disclosing information in connection with any query or claim).
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8 Contacting each other

- 8.1 If you wish to notify us in writing about anything relating to this Agreement, you should write to:
- Sharper Capital Ltd
PO Box 532
CANTERBURY VIC 3126
- 8.2 We will notify you by sending a notice to the preferred address or email you have given us in the Direct Debit Request. Any notice will be deemed to have been received on the second Banking Day after sending.
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In accordance with the Constitution, Sharper Capital Limited ABN 65 133 678 029 AFSL No. 339481 in its capacity as responsible entity of the Fund ('Responsible Entity') has determined the following terms and conditions that will apply to the Strategic Opportunities (Growth & Income) Fund ARSN 668 357 837 Automatic Investment Plan ("AIP").

Definitions

AIP means the automatic investment plan established by these terms and conditions.

AIP Money means the amount of money withdrawn by direct debit on a monthly basis from a Unitholder's bank account pursuant to the Direct Debit Authority that is to be applied towards the issue of Units in the Fund.

AIP Record means a register kept by the Responsible Entity of Unitholders' participation in the AIP

Application means the application form attached to these terms and conditions and includes the Direct Debit Authority.

Business Day has the same meaning as in the Constitution.

Constitution means the constitution for the Fund dated 12 May 2023, as amended from time to time.

Direct Debit Authority means the authority provided by the Participant allowing the Responsible Entity to withdraw the AIP Money, a copy of which is attached to these terms and conditions.

Issue Price has the meaning given to it in the Constitution.

Participant means a Unitholder who participates in the AIP.

PDS means the product disclosure statement for the Fund issued by the Responsible Entity on 14th August 2023 as amended or reissued from time to time.

Responsible Entity means Sharper Capital Limited ACN 133 678 029 AFSL No. 339481.

Rules means these terms and conditions establishing the AIP.

Termination Date means the day on which the participation of a Participant in the AIP is terminated pursuant to these Rules.

Unit means a unit in the Fund and includes a partly paid Unit.

Unitholder means a holder of Units in the Fund.

1 Participation in the AIP

- (a) Subject to clause 1(b), each Unitholder may apply to participate in the AIP pursuant to which AIP Money will be invested by the Responsible Entity on the Unitholder's behalf as consideration for the issue of Units in the Fund.
- (b) A Unitholder with a registered address in a country other than Australia may not be eligible to participate in the AIP because of the legal requirements of that country. The issue of Units to Unitholders pursuant to the AIP who at the time of issue are not resident in Australia will be subject to all necessary Australian Government approvals. It will be the responsibility of each Unitholder to obtain any such approvals and to ensure compliance with the laws of their home jurisdiction.

2 Application to Participate

To participate in the AIP, an Application must be completed (or such other written form acceptable to the Responsible Entity) and sent to PO Box 532 Canterbury VIC 3126. Applications may be lodged at any time. The Application must be received at least five days before the AIP is intended to commence.

3 Degree of Participation

The Participant must contribute a minimum amount of \$250 per month under the AIP. The maximum monthly amount that may be invested under the AIP is \$10,000

4 Operation of the AIP

- (a) The Responsible Entity must hold the AIP Money on behalf of the Participant.
- (b) The Responsible Entity must use the AIP Money for the purpose of:
 - (i) subscribing for further Units to be issued in the name of that Participant; or
 - (ii) transferring Units held by the Responsible Entity or its affiliates to the Participant.
- (c) The number of Units to be issued or to be transferred to the Participant in accordance with clause 4(a) is the number (rounded down to the nearest whole Unit) obtained by dividing the AIP Money held by the Responsible Entity on behalf of that Participant under clause 4(a), less any applicable fees - such as contribution fees, by the Issue Price calculated in accordance with clause 5.
- (d) Any amount remaining following the issue or transfer of Units in accordance with clause 4(a) will be retained by the Fund.
- (e) The Trustee must make available to Participants a holding statement listing the number of Units issued or transferred to the Participant, the price per Unit and the total amount invested in Units on behalf of the Participant (Holding Statement). Holding Statements will be made available via the investor portal available at www.sogif.au.

5 Issue Price of Units

The Issue Price for each Unit issued or transferred pursuant to the AIP will be the Issue Price as calculated in accordance with clause 8.1(c) of the Constitution.

6 Units to be Allotted Under the AIP

The issue or transfer of Units under the AIP will take place on the next Business Day on which an Issue Price is struck in accordance with clause 8.1(c) of the Constitution after the AIP Money has been received by the Responsible Entity. Holding Statements will usually be issued within 60 days of the date of issue or transfer of the Units under the AIP.

7 Costs to Participants

Each Participant must pay the fees and costs outlined in the PDS from time to time as if the Participant was applying for additional Units in the Fund in respect of the Units issued or transferred under this AIP.

8 Variation or Termination of Participation

- (a) A Participant may at any time give the Responsible Entity 7 days written notice that the Participant wishes to terminate its participation in the AIP.
- (b) The Participant may at any time give the Responsible Entity 7 days written notice of any changes to be made to the Participant's participation in the AIP, including variation in the amount of the AIP Money to be deducted and invested in the Fund.

Participation in the AIP will automatically terminate if the Responsible Entity receives notice that the Participant has died, or in the case of joint Participants, notice that one joint Participant has died.

9 Reduction or Termination of Participation Upon Disposal of Units

If the Participant transfers all or part of the Units held by that Participant without terminating participation in the AIP in accordance with clause 9, that Participant will be deemed to have terminated their participation in the AIP on the date of registration of the transfer (unless, in the case of a partial transfer, the Participant advises the Responsible Entity otherwise).

10 Modification and Termination of the AIP

- (a) The Responsible Entity may modify, suspend or terminate the AIP at any time by giving at least one month's written notice to all Unitholders.
 - (b) Where the Responsible Entity modifies the AIP, existing Participants will continue under the modified AIP unless the Participant notifies the Responsible Entity in writing that they wish to terminate their participation in the AIP.
 - (c) The non-receipt of any notice by a Unitholder will not invalidate the modification, suspension or termination of the AIP.
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11 Taxation

The Responsible Entity takes no responsibility for the taxation liabilities of Participants, including stamp or other duties payable on the issue of Units under this AIP.

12 General

The AIP, its operation and the terms and conditions contained in this document are governed by the provisions of the Constitution and the laws of Victoria, Australia.
