

BETASHARES EXCHANGE TRADED PRODUCTS
TERMS AND CONDITIONS OF THE DISTRIBUTION REINVESTMENT PLAN (DRP)
EFFECTIVE: 1 JULY 2020

1. Participation in the DRP

- (a) Participation in the Distribution Reinvestment Plan (**DRP**) is subject to these terms and conditions.
- (b) The DRP is open to all Unitholders holding Units in the Fund who have a Registered Address in Australia or New Zealand. BetaShares may determine from time to time to make the DRP available to Unitholders who have a Registered Address in other locations.
- (c) Participation in the DRP is optional for all Funds, where a DRP is available.
- (d) DRP participation automatically applies to a Unitholder's investment in BetaShares Diversified High Growth ETF and BetaShares Diversified Growth ETF, unless an election is made to opt-out of the DRP.
- (e) BetaShares has discretion whether to allow distribution reinvestment and may vary, terminate or suspend the DRP at any time.

2. Definitions and interpretations

- (a) When used in these terms and conditions, the words listed will, except to the extent that the context otherwise requires, have the following meanings:
 - “**ASX**” means Australian Securities Exchange Limited (ACN 008 624 691) or a securities market which it operates, as the context requires.
 - “**ASX Operating Rules**” means the rules that regulate how trading may take place on the ASX and any other rules of the ASX which are applicable while the Fund is quoted on the ASX, except to the extent of any express written waiver by the ASX.
 - “**BetaShares**” means BetaShares Capital Limited (ABN 78 139 566 868) as responsible entity of each Fund.
 - “**Business Day**” has the meaning ascribed to it in the Constitution.
 - “**Constitution**” means the constitution for the Fund, as amended from time to time.
 - “**Distribution**” means amounts to be distributed by BetaShares to Unitholders pursuant to the Constitution whether income or capital.
 - “**Distribution period**” means a period for which distributions of the Fund are determined in accordance with the Constitution.
 - “**DRP**” means this Distribution Reinvestment Plan as amended from time to time.
 - “**DRP Account**” means the DRP account established by BetaShares and maintained by the Registry for each Participant in accordance with these terms and conditions.
 - “**DRP Statement**” means a DRP statement which complies with clause 10 of these terms and conditions.

"Fund" means each exchange traded product issued by BetaShares in respect of which a distribution reinvestment plan is offered to Unitholders pursuant to the relevant fund's PDS, as determined by BetaShares from time to time and set out in the Annexure.

"Holding" means a holding of Units recorded in the Registry.

"Issue Price" of a Unit to be allotted or transferred under the DRP is the price calculated in accordance with the Constitution.

"Participant" means a Unitholder who has elected to participate in the DRP, or who automatically participates in the DRP in the case of BetaShares Diversified High Growth ETF and BetaShares Diversified Growth ETF, in accordance with the requirements under the relevant Fund's PDS and these terms and conditions.

"PDS" means product disclosure statement or other offering document.

"Record Date" means the date determined by BetaShares in relation to a distribution as the date the relevant Fund register is closed for the purpose of determining which Unitholders are entitled to receive the distribution.

"Registered Address" means the address of a Unitholder as shown in the Register.

"Register" means the register of all Unitholders maintained by the Registry.

"Registry" means Link Market Services Limited of Level 12, 680 George Street, Sydney NSW 2000 or such other registry as may be appointed by BetaShares from time to time.

"Taxes" means any withholding tax, income tax, stamp duty or other tax, duty, impost, deduction or charge imposed by a government including goods and services tax or any other amount payable by the Participant to BetaShares or payable by BetaShares on the Participant's behalf.

"Units" means a unit in the Fund of a class that BetaShares has determined that the DRP applies to.

"Unitholder" means a person named in the Register as holding Units.

- (b) Words importing the singular include the plural and vice versa, words importing any gender include other genders and "person" includes a corporation.
- (c) Headings are for convenience only and do not affect the interpretation.

3. Application to participate

- (a) A Unitholder may apply to the Registry to participate in the DRP by completing and signing an application form (including in electronic form) and returning it to the Registry.
- (b) Where a Unitholder has more than one allocated holding on the Register, the Unitholder must complete an application form for each separate holding.
- (c) DRP participation will apply automatically to Unitholders in BetaShares Diversified High Growth ETF and BetaShares Diversified Growth ETF who have a Registered Address in Australia or New Zealand, unless they elect to opt-out of the DRP.

4. Degree of participation

- (a) Depending on the Fund, and as specified in the Annexure, participation in the DRP when available may be either:

- (i) full participation only; or
- (ii) full or partial participation.

If partial participation is specified for a Fund in the Annexure, BetaShares may determine in its discretion at any time to not make partial participation in the DRP available.

- (b) In the case of full participation, all Units registered in the Participant's name from time to time, however acquired (including Units acquired under the DRP), will participate in the DRP and all distributions on those Units will be reinvested.
- (c) A Participant must confirm the degree of participation on the application form by checking the relevant box.
- (d) Full participation in the DRP is the default position for Unitholders in BetaShares Diversified High Growth ETF and BetaShares Diversified Growth ETF with Registered Addresses in Australia or New Zealand. Such Unitholders may change their DRP participation as described in section 8.

5. Operation of the DRP

- (a) BetaShares may, at its discretion, either issue new Units or cause existing Units to be transferred to Participants (or undertake a combination of both options), to satisfy its obligations under the DRP.
- (b) A Participant shall be deemed to have:
 - (i) directed BetaShares to apply the cash distribution that is available for payment to the Participant in relation to the participating Units of the Participant, as of the distribution Record Date (less any applicable Taxes) towards the issue or acquisition price of further Units;
 - (ii) authorised BetaShares to subscribe for, acquire or procure the acquisition of Units on the Participant's behalf; and
 - (iii) agreed to be bound by the Constitution in respect of all the Units issued or transferred to the Participant under the DRP.
- (c) BetaShares will establish and the Registry will maintain a DRP Account for each Participant.
- (d) BetaShares will:
 - (i) determine the cash distribution that is available for payment to the Participant in relation to the participating Units of the Participant (less any applicable Taxes) and credit that amount to the Participant's DRP Account;
 - (ii) determine the maximum whole number of Units which could be acquired at the Issue Price by dividing the credit balance amount in the Participant's DRP Account by the Issue Price and rounding that number down to the nearest whole number;
 - (iii) on behalf of and in the name of the Participant, subscribe for, transfer or procure the transfer of that number of additional Units determined under clause 5(d)(ii) above and debit the Participant's DRP Account with the aggregate Issue Price of the Units subscribed for or transferred;
 - (iv) issue, transfer or procure the transfer of that number of Units determined under clause 5(d)(ii) above to the Participant; and
 - (v) retain in the Participant's DRP Account any credit balance remaining after the issue or transfer of Units under clause 5(d)(iv) above until the payment of the next distribution when that amount will be aggregated with any further distribution credited to the Participant's DRP Account.
- (e) No interest will accrue to a Participant in relation to any credit balance retained in the Participant's DRP Account.
- (f) Units issued or transferred under the DRP will be acquired by Participants at the Issue Price.

- (g) Where a Participant ceases to participate in the DRP for any reason, including under clauses 8, 9, or 12 of the DRP or where the DRP is terminated, then BetaShares will retain any credit balance in the Participant's DRP Account as an asset of the relevant Fund.

6. Units under the DRP

- (a) Units issued or transferred under the DRP will be allotted in accordance with the terms and conditions of the DRP, the Constitution and any product disclosure document or other offer document that is current at the time of the allotment and those Units will rank equally in all respects with existing Units as from the date of issue.
- (b) Units issued or transferred to a Participant under the DRP will be registered on the Register.
- (c) Units to be issued under the DRP will be issued within the time required by the ASX Operating Rules. Application will be made by BetaShares promptly after allotment of Units issued under the DRP for such Units to be quoted for trading on the ASX, if applicable.
- (d) A unit holding statement will be sent to each Participant within 30 business days from the date of allotment or transfer of Units provided under the DRP specifying the number of Units allotted or transferred to the Participant and the amount of the distribution represented by the Units.

7. Cost to participants

In the event of a change in the existing legislation, so that at the date of any issue, stamp duty or other tax is payable in any Australian state jurisdiction in respect of the issue, the amount of such stamp duty or other tax shall be paid by the Participant to whom the Units are provided and will be debited to that Participant's DRP Account.

8. Variation and termination of participation

- (a) A Participant may at any time give notice (in the form of an application form) to the Registry either:
- (i) applying to participate in the DRP;
 - (ii) terminating participation in the DRP; or
 - (iii) changing the degree of participation in the DRP.
- (b) A notice under paragraph (a) above will be effective for the next distribution payment, provided that the notice is received by the Registry on or before the Business Day following the Record Date for the distribution.

9. Termination of participation where no notice is given

- (a) Where a Participant disposes of all its Units without giving the Registry notice of termination of participation in the DRP, the Participant will be deemed to have given notice of termination of participation in the DRP on the last date on which the Registry registered a transfer or instrument of disposal of the Units.
- (b) Where a Participant changes their Registered Address so that it is no longer in Australia or New Zealand (or another approved location as determined by BetaShares), the Participant will be deemed to have given notice of termination of participation in the DRP effective from the date of receipt by the Registry of notification of the change.

10. DRP Statement

The Registry or BetaShares, when sending distribution advices, will send to each Participant a DRP Statement providing, at the relevant date, full details of the Participant's DRP Account and transactions pursuant to the DRP.

11. Applications and notices

- (a) Applications and notices for the purposes of the DRP shall be in writing in such form and lodged at such place as BetaShares may from time to time require.
- (b) Applications and notices (other than notices of death, bankruptcy or liquidation) in respect of Units registered in joint names must be signed by all registered holders of those Units.
- (c) Applications and notices will take effect on and from the date on which they are received by the Registry provided that:
 - (i) an application to participate in the DRP is not effective until it has been accepted by BetaShares; and
 - (ii) applications and notices received by the Registry after the Business Day following the Record Date for a distribution will not be effective in relation to that distribution, but will be effective for subsequent distributions.

12. BetaShares powers in relation to the modification or termination of the DRP

- (a) BetaShares may at any time:
 - (i) modify, vary, amend or terminate the DRP by giving notice to Unitholders; and/or
 - (ii) suspend the operation of the DRP from time to time for any period.
- (b) The accidental omission to give to a Unitholder a notice of modification, variation, amendment, suspension or termination of the DRP, or non-receipt of such a notice by a Unitholder, shall not invalidate the modification, amendment, variation, suspension or termination of the DRP.
- (c) The modification, amendment, variation, suspension, recommencement or termination does not give rise to any liability on the part of, or right of action against, BetaShares or any of its officers, employees or agents.
- (d) If the DRP is suspended, each Participant's participation in the DRP is also suspended and all Units will be deemed to be non-participating Units for the purpose of any distribution paid while the DRP is suspended. If the DRP is suspended and is later recommenced, then upon recommencement all prior elections are reinstated subject to any variation or termination validly given by a Participant after the recommencement of the DRP.
- (e) If the Corporations Act or any relief from the provisions of the Corporations Act granted by the ASIC requires that this DRP contain certain provisions whether as an absolute requirement or in order to gain the benefit of a concession, exemption or the relief, then those provisions are deemed to be incorporated into these terms and conditions at all times at which they are required to be included and prevail over any other provisions of these terms and conditions to the extent of any inconsistency.

13. Administration of the DRP

This DRP will be administered by BetaShares which has the power to:

- (a) determine procedures for administration of the DRP consistent with these terms and conditions (as amended from time to time);

- (b) settle in such manner as it thinks expedient any difficulties, anomalies or disputes which may arise in connection with the operation of the DRP, whether generally or in relation to any Participant or any Units, and the determination of BetaShares is conclusive and binding on all Participants and other persons to whom the determination relates; and
- (c) delegate to any one or more persons, including its Registrar, for such period and on such conditions as it may determine, the exercise of any of their powers or discretions arising under the DRP.

14. Taxation

BetaShares does not make any representation or warranty in respect of, or accept any responsibility for, the liability of Participants to the payment of tax or stamp duty in respect of any issue of Units, payment or other transaction pursuant to the DRP.

15. Severability

If any provision of the DRP is illegal or invalid because it offends any applicable law:

- (a) if the offending provision can be read down so as to give it a partially valid operation, it must be read down to the extent necessary to achieve that result; and
- (b) in any other case, the offending provision must be severed in which event the remaining provisions will operate as if the severed provision had not been included.

16. Governing Law

This DRP is governed by the laws of New South Wales.

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ANNEXURE

ASX code	Fund	Degree of DRP participation available
HBRD	BetaShares Active Australian Hybrids Fund (managed fund)	Full or partial participation
ASIA	BetaShares Asia Technology Tigers ETF	Full or partial participation
A200	BetaShares Australia 200 ETF	Full or partial participation
QPON	BetaShares Australian Bank Senior Floating Rate Bond ETF	Full or partial participation
HVST	BetaShares Australian Dividend Harvester Fund (managed fund)	Full or partial participation
EX20	BetaShares Australian Ex-20 Portfolio Diversifier ETF	Full or partial participation
QFN	BetaShares Australian Financials Sector ETF	Full or partial participation
AGVT	BetaShares Australian Government Bond ETF	Full or partial participation
AAA	BetaShares Australian High Interest Cash ETF	Full or partial participation
CRED	BetaShares Australian Investment Grade Corporate Bond ETF	Full or partial participation
QRE	BetaShares Australian Resources Sector ETF	Full or partial participation
SMLL	BetaShares Australian Small Companies Select Fund (managed fund)	Full or partial participation
FAIR	BetaShares Australian Sustainability Leaders ETF	Full or partial participation
YMAX	BetaShares Australian Top 20 Equity Yield Maximiser Fund (managed fund)	Full or partial participation
POU	BetaShares British Pound ETF	Full or partial participation
DBBF	BetaShares Diversified Balanced ETF	Full or partial participation
DZZF	BetaShares Diversified Conservative Income ETF	Full or partial participation
DGGF	BetaShares Diversified Growth ETF	Full or partial participation
DHHF	BetaShares Diversified High Growth ETF	Full or partial participation
EEU	BetaShares Euro ETF	Full or partial participation
HEUR	BetaShares Europe ETF – Currency Hedged	Full or partial participation
F100	BetaShares FTSE 100 ETF	Full or partial participation
QOZ	BetaShares FTSE RAFI Australia 200 ETF	Full or partial participation
QUS	BetaShares FTSE RAFI U.S. 1000 ETF	Full or partial participation
GEAR	BetaShares Geared Australian Equity Fund (hedge fund)	Full or partial participation
FOOD	BetaShares Global Agriculture Companies ETF - Currency Hedged	Full or partial participation
BNKS	BetaShares Global Banks ETF - Currency Hedged	Full or partial participation
HACK	BetaShares Global Cybersecurity ETF	Full or partial participation
FUEL	BetaShares Global Energy Companies ETF - Currency Hedged	Full or partial participation
MNRS	BetaShares Global Gold Miners ETF - Currency Hedged	Full or partial participation
GGOV	BetaShares Global Government Bond 20+ Year ETF – Currency Hedged	Full or partial participation
DRUG	BetaShares Global Healthcare ETF - Currency Hedged	Full or partial participation
INCM	BetaShares Global Income Leaders ETF	Full or partial participation
QLTY	BetaShares Global Quality Leaders ETF	Full or partial participation
HQLT	BetaShares Global Quality Leaders ETF – Currency Hedged	Full or partial participation
RBTZ	BetaShares Global Robotics and Artificial Intelligence ETF	Full or partial participation
ETHI	BetaShares Global Sustainability Leaders ETF	Full or partial participation
HETH	BetaShares Global Sustainability Leaders ETF - Currency Hedged	Full or partial participation
IIND	BetaShares India Quality ETF	Full or partial participation
HJPN	BetaShares Japan ETF – Currency Hedged	Full or partial participation
AUST	BetaShares Managed Risk Australian Share Fund (managed fund)	Full or partial participation

WRLD	BetaShares Managed Risk Global Share Fund (managed fund)	Full or partial participation
NDQ	BetaShares NASDAQ 100 ETF	Full or partial participation
HNDQ	BetaShares NASDAQ 100 ETF - Currency Hedged	Full or partial participation
UMAX	BetaShares S&P 500 Yield Maximiser Fund (managed fund)	Full or partial participation
ATEC	BetaShares S&P/ASX Australian Technology ETF	Full or partial participation
GBND	BetaShares Sustainability Leaders Diversified Bond ETF – Currency Hedged	Full or partial participation
USD	BetaShares U.S. Dollar ETF	Full or partial participation

BetaShares issued funds that DRP is not currently offered for:

ASX code	Fund
QAG	BetaShares Agriculture ETF - Currency Hedged (Synthetic)
BEAR	BetaShares Australian Equities Bear Hedge Fund
BBOZ	BetaShares Australian Equities Strong Bear Hedge Fund
QCB	BetaShares Commodities Basket ETF - Currency Hedged (Synthetic)
OOO	BetaShares Crude Oil Index ETF - Currency Hedged (Synthetic)
GGUS	BetaShares Geared U.S. Equity Fund - Currency Hedged (hedge fund)
QAU	BetaShares Gold Bullion ETF - Currency Hedged
AUDS	BetaShares Strong Australian Dollar Fund (hedge fund)
YANK	BetaShares Strong U.S. Dollar Fund (hedge fund)
BBUS	BetaShares U.S. Equities Strong Bear Hedge Fund - Currency Hedged