



**SharePrices**

Diversified Investment Trust

Terms &  
Acknowledgements

**T&A**

## **CONTENTS**

<b><i>INVESTMENT RISKS, PDS AND SPDSs</i></b>	<b>3</b>
<b><i>NO PERSONAL ADVICE</i></b>	<b>3</b>
<b><i>APPLICATION</i></b>	<b>3</b>
<b><i>COLLECTION OF TFN INFORMATION</i></b>	<b>4</b>
<b><i>PRIVACY AND CONSENTS</i></b>	<b>4</b>
<b><i>AML/CTF</i></b>	<b>4</b>
<b><i>APPOINTMENT OF AN AUTHORISED PERSON</i></b>	<b>5</b>
<b><i>POLICIES</i></b>	<b>5</b>

## **This is an important legal document and affects your legal rights.**

**Please read the Product Disclosure Statement, relevant supplementary product disclosure statements and the following terms and acknowledgments before making the application.**

**When you make your application, you also agree to the terms and acknowledgments in this document.**

**Gleneagle Asset Management Limited rely on you being bound by this document so do not make the application unless you understand and agree with all this document.**

These terms and acknowledgments apply to your application to make investments in the Gleneagle Investment Fund ARSN 605 489 094, (Fund) from time to time named Share Prices Diversified Investment Trust.

You **agree to be bound by these terms and acknowledgments** when you apply for investing in the Fund. You are bound by these when you make your application, even if you do not immediately invest in Units, you add or change your Units, or you later redeem some or all your Units.

Gleneagle Asset Management Limited, ABN 29 103 162 278, Australian Financial Services Licence number 226199 (**Gleneagle Asset Management** or the **Responsible Entity**) each **rely on your acceptance and being bound by this document** when deciding whether to accept your application and issuing you Units.

I/We **acknowledge, declare and agree** that by making the application and selecting (or defaulting to) the Strategy Portfolios to which this Application applies, **all the following apply**:

### **INVESTMENT RISKS, PDS AND SPDSs**

1. I/We have received an electronic or paper copy of the product disclosure statement (**PDS**) and the supplementary product disclosure statements (**SPDSs**) prior to making this application.
2. I/We have read (or, if a corporate applicant, some-one acting on our behalf has read) and have understood the PDS and the SPDSs to which the application pertains.
3. I/We accept that any investment in any Class of the Fund has investment risk and other risks and that the PDS and each relevant SPDS may give a description of those risks but they do not claim to describe every risk or every feature of every risk. I/We understand that the value of interests in the Fund may rise and fall, from time to time.
4. I/We understand and accept that the investment performance and return of capital of investments in the Fund is not assured by any person.
5. I/We understand and accept that only the PDS and each SDPS make any authorised statement about the Fund or any investment in it and no person is authorised to make any statement other than which is in the PDS or SPDS, as the case may be and I/we may not rely on any statement about the Fund or investments in it which is not in the PDS or relevant SPDS, as the case may be.
6. I/We understand and accept the risks of the Fund having separate classes including that the after tax performance of an investment in any Class might be affected by the investments held for one or more other Classes, even if I/we do not invest in those other classes.
7. I/We agree to be bound by the terms of the Constitution of the Fund.
8. I/We agree to be bound by the exercise of powers, authorities and discretions of the Responsible Entity of the Fund which are not in breach of the Constitution.

### **NO PERSONAL ADVICE**

9. I/We understand and accept that none of the Responsible Entity, the Investment Managers, their respective associates and their respective directors and employees give any personal advice in relation to the Fund or any investment in it or made for the Fund.

### **APPLICATION**

10. All the information which I/we give in the application is true and correct and is not misleading by its concern or anything omitted from it.
11. The Responsible Entity may reject any application or allocate to any applicant fewer Units than that applied for.

12. If I/We fail to provide the Responsible Entity with any information or documentation requested of me/us, or there is a delay in providing the Responsible Entity with this information, my/our application for Units may be refused and any Units I/we hold may be compulsorily redeemed, and if any disposal request made by me/us may be delayed/or refused in which the Responsible Entity will not be liable for any loss arising from that.
13. I/We confirm that if my/our application is made under a power of attorney, I/we have not received notice of revocation of that power at the date of completing the application.
14. I/We confirm that for all applications other than individual applications, the application will be in accordance with the relevant governing rules or constituent documents of the applicant.
15. If the application is made by joint applicants, we agree that, unless otherwise indicated in the application and accepted by the Responsible Entity, we will hold the Units as joint tenants (not as tenants in common) and either of us may operate the holding and bind the other, including with respect to future transactions such as allocations of new investments and withdrawals.
16. I/We will advise the Responsible Entity in writing and in a timely manner if there are any changes to my/our personal information, as to the following:
  - a. for an individual, change of name (for example on marriage or by deed poll), change of residential address;
  - b. for a company, change of business name, change of shareholders, change of directors or secretary;
  - c. for a trustee, change of trustee, addition of a settlor, addition of a beneficiary or class of beneficiary.
17. I/We agree that my/our future transactions in the Fund will be made on the terms of this document unless and until I am/we are required to agree to any later version of it or replacement of it.

### **COLLECTION OF TFN INFORMATION**

18. I/We acknowledge that I am/we are not obliged to provide my/our TFN or ABN, but if I/we do not provide either, or claim an exemption, the Responsible Entity is required to deduct tax from my/our distribution at the highest marginal tax rate plus Medicare levy to meet Australian taxation law requirements.
19. My/our TFN will be applied automatically to any future investments in the Fund where formal application procedures are not required (e.g., distribution reinvestments), unless I/we indicate in writing, at any time, that I/we do not wish to quote a TFN for a particular investment.

### **PRIVACY AND CONSENTS**

20. I/We agree and consent that the Responsible Entity may collect, retain, store, use and disclose information about me/us and, if applicable, my/our directors, officers, agents, beneficiaries and authorised representatives for the purposes of operating and providing the products or services to me/us and implementing transactions permitted to be made for it, complying with legal obligations or as I/we authorise from time to time. I/We agree that this information may be disclosed to associates of the Responsible Entity or to service providers for my/our investment, and may be used by any of them only for the purposes of providing the products or services selected in the application or as later updated by me.
21. The Responsible Entity may provide information on the status of my/our investment to my/our nominated financial adviser/broker whose details I/we give to the Responsible Entity.
22. I/We have read and understood the section in the PDS describing the privacy issues. I/We agree to the Responsible Entity, and their service providers collecting, using and disclosing my/our personal information in accordance with the terms of that section and the Responsible Entity's privacy policy from time to time.
23. I/We understand that if I/we have provided my/our email address/es, the Responsible Entity may contact me/us via email as permitted by law or otherwise, with information about my/our investment, including to satisfy any continuous disclosure obligations.

### **AML/CTF**

24. For Anti Money Laundering and Counter-Terrorism Financing, I/we confirm that I/we have:
  - a. not been subject to bankruptcy proceedings in the past 7 years;
  - b. not been refused credit or financing;
  - c. not had, nor currently have a criminal record;
  - d. not been banned from holding office as a company director.
25. I/We acknowledge and agree that if/we do not provide the Responsible Entity with information as requested or there is a delay in providing the Responsible Entity with this information, the Responsible Entity may not be able to establish my/our investment.
26. The Responsible Entity are not liable for any loss incurred by me/us as a result of any action of the Responsible Entity which either delays an investment being established or results in an application being declined, when these actions are necessary for the Responsible Entity to comply with their obligations under AML/CTF Laws.
27. The Responsible Entity may require further information from me/us from time to time in order to meet their obligations under AML/CTF Laws and their internal policies and procedures and I/we agree to provide the Responsible Entity with whatever additional information they require in order for the Responsible Entity to meet their obligations under AML/CTF Laws and by their internal policies and procedures.

28. In making the application, I/we agree to the following AML/CTF terms and conditions:

- a. I/We will not knowingly or recklessly do anything which may put the Responsible Entity in breach of the AML/CTF Laws or their internal policies and procedures, and agree to notify the Responsible Entity if I/we become aware of anything that may do so.
- b. If requested, I/we agree to provide additional information and assistance and comply with all requests to facilitate the Responsible Entity's compliance with the AML/CTF Laws or internal policies and procedures.
- c. I/We represent and warrant that I am/we are not aware and have no reason to suspect that the money used to fund the investment is derived from or related to money laundering, terrorism financing or similar illegal activities or that proceeds of investment made in connection with this product may fund illegal activities.
- d. I/We consent to the Responsible Entity disclosing any of my/our Personal Information (as defined in the Privacy Act 1988 (Commonwealth)) that they hold, if it relates to a requirement under the AML/CTF Law or the policies and procedures of the Responsible Entity.
- e. In certain circumstances the Responsible Entity may be obliged to freeze or block an investment if it is suspected that it may have been used, is being used or might be used in connection with illegal activities or suspected illegal activities. Freezing or blocking can arise as a result of the account monitoring that the Responsible Entity conducts. If this occurs, the Responsible Entity are not liable to me/us for any consequences or losses whatever and I/we **indemnify** the Responsible Entity if found liable to a third party in connection with the freezing or blocking of my/our account.
- f. The Responsible Entity retain the right not to provide services or to issue products to any applicant that the Responsible Entity decides, in their sole discretion, that they do not wish to supply.

#### **APPOINTMENT OF AN AUTHORISED PERSON**

29. The appointment of an Authorised Person is subject to the following terms and conditions. My/our Authorised Person will be permitted (unless the Responsible Entity accepts in writing restrictions):
30. to transmit my/our Investment Instructions relating to my/our investments in the Fund including (without limitation), making additional investments or withdrawals from the Fund, changing my/our investor details, or selecting and switching Strategy Portfolios;
31. to obtain information regarding my/our Personal Portfolio and make enquiries about my/our investment in the Fund; and
32. to transmit requests to the Responsible Entity on my/our behalf in relation to the transactions in my/our name and any incidental transactions.
33. If the Responsible Entity receives directions or an enquiry from a person whom they reasonably believe is my/our Authorised Person, then they may act on such directions and enquiries as if they were my/our personal acts. Until the Responsible Entity receives a written cancellation of the appointment, they will continue to act on any instructions from my/our Authorised Person.
34. The Responsible Entity may cancel or vary the terms of the appointment of an Authorised Person upon providing me/us with 14 days' notice. If my/our Authorised Person is a company or a partner acting for a partnership, all actions taken by any director, partner, or authorised officer of the Authorised Person is deemed to be an act of the Authorised Person.
35. The Responsible Entity, their respective successors and assignees and their directors disclaim any liability for direct or consequential loss, damage or injury arising from my/our appointment of an Authorised Person. I/We agree that the Responsible Entity is not responsible for acts, matters and things done or purported to be done by my/our Authorised Person even if not authorised by me/us, provided the Responsible Entity have no reasonable reason to believe that they are not my/our Authorised Person.
36. Neither me/us nor any person making a claim on my/our behalf will have any right or claim against the Responsible Entity, their respective related bodies corporate and their respective successors and assignees regarding any matter, act, or thing done or purported to be done by my/our Authorised Person.
37. Any payment made, requested or received by my/our Authorised Person constitutes a release of the Responsible Entity in respect of their obligations and neither I/us nor any person making a claim on my/our behalf will have any cause of action against the Responsible Entity in respect of such payments.

#### **POLICIES**

38. I/We understand and accept the policies referred to in the PDS as they may be later changed from time to time. I/We understand and accept that policies are not legal documents or contracts and so rights and expectations do not arise simply because they are policies, or whether or not they are published on the website of the Responsible Entity though the Responsible Entity expects to follow them in the ordinary course of its activities and to act fairly, reasonably and efficiently.

*Note: Please see the PDS named Share Prices Diversified Investment Trust (PDS) dated 17 August 2020 for defined expressions used in this document.*