

## 1. INTRODUCTION

These terms and conditions ("this agreement") set out your rights and obligations in connection with your use of the abrdn Share Portal which we make available through the abrdn Share Portal. All the terms of this agreement are legally binding, so please read them through carefully.

Unless stated otherwise, these terms apply to all versions of the abrdn Share Portal, including the Employee Schemes Portal (which allows you to view your interests in your employer's employee schemes), the Equiniti Premier Portal (which also allows you to view your interests in your employer's Executive Share Plans) and the public Share Portal Account service (which enables you to view the above interests, plus a wider range of investments).

The Employee Schemes Portal, Equiniti Premier Portal are only offered by Equiniti by prior arrangement with an employer who will inform you if this service is available to you. Individuals with access to one of the abrdn Share Portals may be able to navigate to another abrdn Share Portal without repeating the login process.

You can use the abrdn Share Portal to access information about certain Products for which we act as Registrar and which you hold. You can do this by recording details of your eligible interests in such Products in a Share Portal Account which you create in the manner described in this agreement. If you are using the Employee Schemes Portal, Equiniti Premier Portal or, your interests in Products should be displayed once you have registered, avoiding the need to manually record details of the Products. However, if any Products are not automatically amalgamated, you will be able to add them manually.

For convenience, in the Share Portal Account, you can also use the abrdn Share Portal to store details of Products (whether or not we are the Registrar) as 'Investments Held Elsewhere'.

### **THIS AGREEMENT:**

- if you are an existing customer, **REPLACES ALL EARLIER TERMS AND CONDITIONS** relating to the abrdn Share Portal except where we advise you otherwise; and

- **SHOULD BE READ TOGETHER WITH THE LIMITATIONS OF SERVICE** which sets out certain limitations that apply to the abrdn Share Portal and other matters that you should take into account when using the abrdn Share Portal.

**IMPORTANT: Please note that the abrdn Share Portal may enable you to access third party services that may be subject to additional terms and conditions. By accepting these conditions you agree to us providing these third parties with your personal information in accordance with clause 20.3 below.**

In clause 23 you will find definitions of some of the words and phrases used in the rest of this agreement

## 2. APPLICATION

2.1. The information relating to the abrDN Share Portal on the abrDN Share Portal constitutes an invitation by us to you to apply for the abrDN Share Portal. However, we are not bound to accept or consider any application submitted to us. You will only be able to apply for a Premier Portal Account or Employee Schemes Portal Account, where Equiniti provides this service in agreement with your employer.

2.2. In order to register for the abrDN Share Portal, you must:

- be aged 16 or over (this requirement does not apply if the applicant is a company);
- have sufficient access to the internet to the standards set out in the Technical Help section of the abrDN Share Portal (in some Employee Scheme Portals this section may have a different title);
- unless your account is automatically populated with your Products (as should be the case with the Employee Schemes Portal, and Equiniti Premier Portal), enter valid details of a company or Product for which we are the Registrar and in respect of which you are recorded by us as having an interest either alone or, if you hold it jointly with others, as the first named holder (this will be your first Investment with Equiniti); and
- provide further details such as an email address, date of birth, and security information, and choose a password.

2.3. The abrDN Share Portal, particularly Share Portal Account, is primarily aimed at individuals in the UK and may not be available to persons in some countries. However, we do provide International Employee Schemes to the employees of our corporate clients in other countries. We may from time to time notify you of the geographical limits to the availability of the abrDN Share Portal. If you access the abrDN Share Portal from a country other than the UK, it is your responsibility to ensure that there are no legal prohibitions or restrictions on such access, and that you comply with local law. We cannot warrant that either the abrDN Share Portal, your use of the service or the terms of this Agreement comply with the laws of any jurisdiction other than England and Wales.

2.4. When you complete all the details requested in the online application form "Registration" and click the 'Register Now' button you:

- confirm that you have read and have agreed to be bound by the terms and conditions of this agreement on which we rely;
- confirm that where joint holdings of Products are affected, you are acting with the consent of all joint holders; and
- make an offer to apply for the abrDN Share Portal on the terms of this agreement.

2.5. Your Activation Code will be sent by post to the address to which the Investment(s) with Equiniti in your Share Portal Account, or to which the Products in your, Equiniti Premier Portal Account or Employee Schemes Portal Account, are registered. For Equiniti Premier Portal and Employee Schemes Portal, your Activation Code will be sent to you by e-mail if your employer has provided us with your e-mail address and agreed to us sending Activation Codes by e-mail. Your Activation Code will be required to access the full service functionality of the abrDN Share Portal available to you. The only exception to this is if we agree a "single sign on" option with your employer for an Employee Schemes Portal, Equiniti Premier Portal or other service, in which case, once registered, you will be able to proceed immediately into the relevant service without waiting for an Activation Code.

2.6. The exact form of name and registered address which are recorded in the relevant register of securities or other Product or interest for (a) in respect of Share Portal Account, the first Investment with Equiniti that you provide us with details of when registering, or (b) for the Product, in respect of, Equiniti Premier Portal or Employee Schemes Portal, are referred to in this Agreement as your "abrDN Share Portal Name and Address". This will be used to send you essential information such as annual reports or notices of meetings. Therefore it is important that you keep this up to date.

2.7 For Share Portal Account users, if you have interests in Investments with Equiniti using different names or registered to different addresses, you can register separately for the abrDN Share Portal against each separate name and/or address, but please note that our system will treat each such separate registration as being a separate Share Portal Account entered by a different person and will not make any link between them or amalgamate them in any way.

2.8 If you want more information about changing the name and address against which any Products you hold are registered, please contact us using the telephone number or postal address in the Contact Us section of the abrDN Share Portal, or the equivalent section in the Employee Schemes Portal, or Equiniti Premier Portal.

### **3. YOUR E-MAIL ADDRESS**

3.1. You must register an e-mail address to register for the abrDN Share Portal. You must update the abrDN Share Portal immediately with any change in your e-mail address by using the facility in the Change Preferences section of the abrDN Share Portal, or the equivalent section in the Equiniti Premier Portal, Employee Schemes Portal.

3.2. For Share Portal Account, Equiniti Premier Portal, you can use the abrDN Share Portal to notify us of your preferred format for company mailings. Company mailings may include notices of meetings, annual reports or reviews, dividend information or notification of company schemes or Products in which you may be interested. If you select the e-communications preference, we will send you mailings electronically instead of on paper, whenever this alternative is available. You may also be expected to submit proxy appointment (voting) instructions electronically. In general this mailing preference will be applied to all Investments with Equiniti in your Share Portal Account.

Equiniti Premier Portal Account. Where electronic mailings are not offered you will continue to receive these by post. In respect of Employee Schemes Portal, there is no option to select e-communications over paper, as the default position is that, unless we are required to send company mailings by post, you will receive notifications by e-mail or SMS, depending on the preference selected. The e-mail address provided to us through the Employee Schemes Portal (preferably your work e-mail address) will only be used for communications regarding the Products in the Employee Schemes Portal, not for communications regarding Products in any Share Portal Account you may have.

3.3. E-mail is not a completely reliable or secure method of communication and we cannot accept responsibility if information which you have requested be sent to you by e-mail is lost in transmission, undelivered or intercepted.

3.4 For Share Portal Account, if you have any Investments with Equiniti in your Share Portal Account which relate to Products which you hold jointly with others you must not select the e-communications preference unless you have the consent of all of the other joint holders of those Investments with Equiniti.

3.5 If we hold separate accounts for you on our system, or you have more than one Share Portal Account, or Equiniti Premier Portal Account, you may be able to assign different mailing preferences individually to these. In the event that you wish to assign different mailing preferences to your interests and/or Products, but you are not able to do this via your Share Portal Account, or Equiniti Premier Portal Account, please contact the abrDN Share Portal telephone helpline, details of which can be found in the Contact Us section of the abrDN Share Portal. In relation to mailings about the Employee Schemes Portal, please refer to clause 3.2 and note that those mailings will only relate to the Products in the Employee Schemes Portal.

#### **4. ADDING INVESTMENTS TO YOUR ACCOUNT WHERE WE ARE THE REGISTRAR**

4.1. A Product is added to your Share Portal Account, , Employee Schemes Portal Account or Equiniti Premier Portal Account by selecting, from the list of Products for which we act as Registrar, a named Product in respect of which you are recorded by us as having an interest. Where your interest in such Products increases or decreases, or you obtain an interest in new Products for which we are the Registrar, this will generally be automatically updated in your account. However, where we are unable to update or amalgamate your interests, you can do so manually.

4.2. We will update the balance of your Investment(s) with Equiniti in your Share Portal Account, or Products in your , Equiniti Premier Portal Account or Employee Schemes Portal Account, with acquisitions or disposals entered in our records provided that those transactions are made using your abrDN Share Portal Name and Address. **We may also update your abrDN Share Portal Name and Address to reflect any changes you notify to us (e.g. as a result of marriage). The abrDN Share Portal (or, where applicable, the Equiniti Premier Portal or Employee Schemes Portal) contains help and guidance for Shareholders in changing their Shareholder details.** However, you are responsible for and it is important for the purposes of security that you ensure that you keep your name and address in respect of any Investments with Equiniti in your Share Portal Account a and abrDN Share Portal name and address up to date. If you are a Equiniti Premier Portal or Employee Schemes Portal user, you should update name and address details via your employer unless the website or portal permits you to change your details directly. Please note that, although the Equiniti Premier Portal and Employee Schemes Portal allow you to change the name by which you are greeted, this is not sufficient to constitute a formal name change in our records.

4.3. For Share Portal Account only, you may add an Investment with Equiniti held jointly with others, if you are the first named holder. The name of the holder of any Investment with Equiniti to be added to your Share Portal Account (or the first named holder in the case of a joint holding) and the post code of the address registered for the holder of that Investment with Equiniti must match exactly your abrDN Share Portal Name and Address. For more information on consolidating your Investments with Equiniti please see the Frequently Asked Questions section of the abrDN Share Portal.

4.4. For Share Portal Account only, if an Investment with Equiniti in your Share Portal Account is also held in another Share Portal Account, we may notify you when you next log on. You can then follow the on screen instructions or contact us if this is cause for concern using the telephone number or postal address in the Contact Us section of the abrDN Share Portal.

## **5. ADDING AN INVESTMENT HELD ELSEWHERE TO YOUR SHARE PORTAL ACCOUNT**

This feature does not apply to, Equiniti Premier Portal or Employee Schemes Portal.

5.1. You can choose from a range of Products (which may be wider than those for which we act as Registrar) and add these to your Share Portal Account. These are referred to as Investments Held Elsewhere. You can also use this facility where you wish to include a Product where you are not the first named holder or where you hold a Product with name or address details which are not the same as your abrdn Share Portal Name and Address.

5.2. We will **not** update the balance of Investments Held Elsewhere even where we are the Registrar in respect of any of the relevant Products. You alone will be responsible for maintaining the details of your Investments Held Elsewhere and you may add or remove an Investment Held Elsewhere whenever you access the abrdn Share Portal.

5.3. The abrdn Share Portal may also provide an Indicative Price for each Investment Held Elsewhere but the other information which we provide in relation to Investments with Equiniti (e.g. recent balance movements, standing instructions for the payment of dividends into a particular bank account, etc) will not be available for Investments Held Elsewhere.

## **6. POINTS TO NOTE ABOUT THE ABRDN SHARE PORTAL**

6.1. For Share Portal Account, if for any reason (for example in accordance with Clause 6.5) and at any time, all of your Investments with Equiniti have been removed from your Share Portal Account:

- you may continue to use the Share Portal Account for any Investments Held Elsewhere you may have; but
- your abrdn Share Portal Name and Address will no longer be updated; and
- you may not be able to add a new Investment with Equiniti in respect of a Product for which we act as Registrar; instead you may need to submit a new online application and open a new Share Portal Account.

6.2. For Share Portal Account, where joint holdings are included, whether as Investments with Equiniti or Investments Held Elsewhere, you must have the permission of all holders to input and access information relating to those joint holdings.

6.3. For Share Portal Account, you have the responsibility for maintaining, adding or removing Investments with Equiniti and Investments Held Elsewhere as appropriate.

6.4 The Share Portal Account, Equiniti Premier Portal Account and Employee Schemes Portal Account are not a register of legal ownership of securities or other Products but are simply a convenient means of displaying information about some of the Products you hold or have an interest in.

6.5. If you do not logon to the abrdn Share Portal for 18 months, your account may be deleted and your use of the abrdn Share Portal may be terminated.

6.6. If Equiniti ceases to be the Registrar for, or if the balance of Products represented in an Investment with Equiniti in your Share Portal Account, or in your or Equiniti Premier Portal Account, stays at zero for one month, the details of that Product may be removed. Any new acquisition of such Products will then have to be added in the way described in Clause 4.1.

6.7. If you are using a version of abrdn Share Portal that is branded to a third party company, not all of the features of the abrdn Share Portal will necessarily be available to you.

## **7. LIMITATIONS ON THE ABRDN SHARE PORTAL**

7.1. The balance of your interests shown in your Share Portal Account, Equiniti Premier Portal Account or Employee Schemes Portal Account will not always reflect your actual interest.

7.2. The accuracy of the Indicative Price displayed for any one of your Products, or the Indicative Value of your interests, depends on the accuracy of the Share Portal Account, Equiniti Premier Portal Account or Employee Schemes Portal Account and the price information we receive. This price information is not real time. You **MUST NOT** use the Indicative Price or the Indicative Value as the basis of a decision to deal or not to deal in Products.

7.3 The 'Watch List' tool, which may be made available to you as part of the abrdn Share Portal, and forming part of the abrdn Share Portal Software, in no way relates to the Products in your Share Portal Account, Equiniti Premier Portal Account or, and is merely intended as an additional functionality of the abrdn Share Portal in order to provide you with informative data in relation to selected Products. Such data is dependent upon the accuracy of the data we receive via our information feed and should not be used as the basis of a decision to deal or not deal in a Product. The "Watch List" tool is not relevant to Employee Schemes Portals.

7.4 Please see Limitations of Service at the end of this document for additional limits on the abrdn Share Portal.

7.5. You can obtain an accurate statement of your interests in respect of any Product administered by Equiniti as at any particular day by writing to us at the address given in the Contact Us section of the abrdn Share Portal quoting the name of the Product, your shareholder reference number or unique reference number and your name and address. There may be a fee to pay for this information. Alternatively, for, Equiniti Premier Portal or Employee Schemes Portal, you can obtain this information by contacting the person within your organisation responsible for the administration of the Executive Share Plans or of employees' interests.

7.6. For Share Portal Account, you can obtain an accurate statement of your interests in respect of any Investment Held Elsewhere as at any particular day by contacting the registrar of the relevant Product.

7.7 In the event of any discrepancy between what is displayed on the abrdn Share Portal and what is recorded on the relevant register of securities or other Product or interest, the register will prevail.

## **8. USEFUL INFORMATION**

8.1. Useful information is available through the main menu and includes Important Information, How to Update Details, Frequently Asked Questions (FAQs), Contact Us and Technical Help. Please note that for Employee Schemes Portals, we may change these titles if requested by your employer, but the menu section headings will be no less clear.

## **9. YOUR RESPONSIBILITIES FOR SECURITY**

9.1. To ensure that you alone are able to access the abrdn Share Portal and give instructions concerning your Share Portal Account, Equiniti Premier Portal Account or Employee Schemes Portal Account through the abrdn Share Portal, you must keep strictly to the security procedures detailed below.

To enable you to use Share Portal Account, Equiniti Premier Portal, we will give you your User ID and you must choose your own Password. To use an Employee Schemes Portal, your User ID will be one or more identifiers chosen by your employer which are already familiar to you e.g. your Employee ID or National Insurance number. Your User ID and your password are your security codes and both will be used, along with your date of birth in some cases, to identify you whenever you access the service. It is also possible to log into an Employee Schemes Portal using the log-in credentials that you use for Share Portal Account or Equiniti Premier Portal.

### **Safeguarding your Passwords**

9.2. In order to maintain the security of your Share Portal Account we recommend you change your password from time to time, however you must change it each time you are required to do so.

9.3. Your Password must comply with any password selection criteria indicated on-screen, or in the absence of any such criteria must be between 8 and 14 characters long, must be a mixture of letters and numbers, and must contain at least one capital letter. You must not choose a Password you have used at any time before. You can also change your own Password and we advise you to do so regularly.

9.4. You must ensure that you do not choose a password that is likely to be guessed by anyone trying to access the abrdn Share Portal pretending to be you: for example, you should avoid your own or a relative's birthday, a child's name or initials, or any part of your telephone number.

9.5. You must take all reasonable steps to ensure that any Password stays secret including following our guidance in the Frequently Asked Questions section of the abrdn Share Portal, or an alternatively-titled section of an Employee Schemes Portal. You must not disclose any details of any Password to someone else, even to someone who jointly holds shares in your Share Portal Account or, or to an Equiniti staff member, or to someone giving assistance on a technical helpdesk in connection with the abrdn Share Portal.

9.6. You must not record your Password or User ID in a way that could make it recognisable as such.

9.7. If you discover, or suspect that your User ID and/or Password is no longer secret, you must immediately change your Password yourself through the abrdn Share Portal. If you are unable to change the Password you should contact us using the telephone number or address given in the Contact Us section of the abrdn Share Portal. If you suspect misuse of your Share Portal Account, , Equiniti Premier Portal Account or Employee Schemes Portal Account, you must contact us using the telephone number or address given in the Contact Us section of the abrdn Share Portal and we may then suspend use of your Share Portal Account, , Equiniti Premier Portal Account or Employee Schemes Portal Account. Please note that for Employee Schemes Portals, the telephone number and address may be found under a differently-titled section depending on the menu section titles agreed with your employer. However, you can also discuss any security issues in relation to an Employee Schemes Portal Account, Equiniti Premier Portal Account or with the person within your organisation who has responsibility for administering the Employee Schemes Portal, Equiniti Premier Portal or Executive Share Plan.

## **Other Security safeguards**

9.8. You must not allow anyone else to operate the abrdrn Share Portal on your behalf.

9.9. You must not leave Your System unattended while you are online in the abrdrn Share Portal.

9.10. You must not access the abrdrn Share Portal from any computer connected to a local area network (or LAN) without first making sure that no one else will be able to observe or copy your access or get access to the abrdrn Share Portal pretending to be you.

9.11. You must comply with any other requirements designed to protect the security of your use of the abrdrn Share Portal that are notified to you in any way.

9.12. If you are a Company, it is your responsibility to ensure that only properly authorised employees are able to operate the abrdrn Share Portal on your behalf and that they comply with all the requirements designed to protect the security of your use of the abrdrn Share Portal.

## **Forgotten User ID or Password**

9.13. If you forget your Password or, in the context of Share Portal Account, your User ID, you can order a reminder by following the instructions given on the abrdrn Share Portal.

## **10. AUTHORITY TO ACT ON YOUR INSTRUCTIONS**

10.1. You agree that the use of the User ID and Password agreed between us for the abrdrn Share Portal, together with your date of birth, is adequate identification of you. We are entitled to act on your electronic instructions with regard to the Share Portal Account, Equiniti Premier Portal Account or Employee Schemes Portal Account given using the User ID and Password via the abrdrn Share Portal, without obtaining any further written or other confirmation from you and even if those instructions are not actually given or authorised by you (except where the instruction is given after you have notified us that you have discovered or suspect that the User ID and/or Password is known to someone else in accordance with Clause 9.7).

10.2. An instruction may not always be processed as soon as it is given. Time may be required for some instructions to be processed and certain instructions may only be processed during normal business hours even though the abrdrn Share Portal may be operational outside such hours.

## **11. OPERATING TIMES CHANGES OR DISRUPTIONS**

11.1. The abrdrn Share Portal will usually be available for use 24 hours a day or at other times notified to you. However routine maintenance requirements, excess demand on the systems and circumstances beyond our reasonable control may mean it is not always possible for the abrdrn Share Portal to be available at all times. In connection with the Aabrdrn Share Portal, we are entitled at any time to:

- change the mode of operation or the facilities available, or
- end the provision of the abrdrn Share Portal.

If we decide to change or end the abrdrn Share Portal, we will try to give you 30 days' notice, or whatever shorter notice period may be reasonable in the circumstances. See also our right to make changes to these terms and conditions in Clause 16 below.



## **12. abrdrn Share Portal: THE SOFTWARE AND HARDWARE**

### **Software compatibility**

12.1. It is your responsibility to ensure that the abrdrn Share Portal Software that is supplied to you is compatible with a computer or other device from which you access the abrdrn Share Portal and any software on that computer or other device.

12.2. Historically, as part of Share Portal Account some users were able to download 'gadgets' for use in their 'Vista toolbar'. Such gadgets are no longer offered for download. Any gadget forms part of the abrdrn Share Portal Software. We do not guarantee the compatibility of the gadgets within your computer or other device and you should read the FAQ in respect of system requirements. Any information gadget will provide a desktop link to publicly available information only and in no way relays information from your Share Portal Account. Nevertheless, there are no secure logins in order to view a gadget on your desktop, therefore please be aware that anyone who has access to your desktop will be able to view your gadget and its information content.

### **Protecting against viruses**

12.3. You must take all reasonable practicable measures to ensure that any computer or other device through which you access the abrdrn Share Portal is free of any computer virus and is adequately maintained in every way. The abrdrn Share Portal can be accessed through the Internet, a public system over which we have no control: you must therefore ensure that any computer or other device you use to access the abrdrn Share Portal is adequately protected against acquiring a virus.

### **Using other people's computers**

12.4. You must not access the abrdrn Share Portal using any computer or other device which you (or your employer) do not own unless you have first obtained the owner's permission. If you breach this rule, you must compensate us for any loss we suffer as a result.

### **Access through third party services**

12.5. We cannot be responsible for:

- any services through which you access the abrdrn Share Portal that are not controlled by us, and
- any loss you may suffer as a result of your using such a service.

You must comply with all the terms and conditions of such a service and pay all the charges connected with it.

### **Ownership rights in connection with the abrdrn Share Portal Software and other information**

12.6. By supplying you with the abrdrn Share Portal Software to access the abrdrn Share Portal, we are granting you a non-exclusive, non-transferable, temporary licence to use the abrdrn Share Portal Software for the purpose of accessing the abrdrn Share Portal, and for no other purpose. The abrdrn Share Portal Software and all material and information supplied to you, including User Guidance, contains valuable information that belongs to ourselves or others. You must not, and you must not permit any third party to:

- use them except in connection with operating the abrdrn Share Portal, or
- take copies, sell, assign, lease, sub-licence or otherwise transfer them to any third party, or
- try to decompile, reverse engineer, input or compile any of the abrdrn Share Portal Software.

12.7. If you access the abrdn Share Portal from a country outside the UK, you are responsible for complying with the local laws of that country, including obtaining any licence needed for the import of the abrdn Share Portal Software (and, in particular, the encryption software which it contains) into that country.

### **13. THE EXTENT OF OUR LIABILITY FOR YOUR LOSS OR DAMAGE**

13.1. If we are liable for any loss or damage to you as a result of your use of the abrdn Share Portal, except where fraud is involved, we shall only be liable for loss or damage that, in the ordinary course of events, might reasonably be expected to result from the circumstances in question for a normal user of the abrdn Share Portal, even if you have informed us or we ought to be aware of unusual circumstances relating to you. Except where fraud is involved, we shall therefore not be liable for any indirect, special or consequential loss or for any direct or indirect loss of profit. This applies even when the loss or damage results from negligence on our part.

13.2. We are not liable for any direct loss or damage to you as a result of making the abrdn Share Portal available to you, unless the loss or damage is directly caused by our fraud, negligence, breach of this agreement, or our deliberate default. Examples of circumstances in which we will not be liable to you for loss or damage resulting to you through the use of the abrdn Share Portal include (but are not limited to):

- when there are inaccuracies in your Share Portal Account, Equiniti Premier Portal Account or Employee Schemes Portal Account as a result of changes being made on the basis of instructions given with your User ID and Password but which are not given by you or us (except where the instruction is given after you have notified us that you have discovered or suspect that the User ID and/or Password is known to someone else in accordance with Clause 9.7);

- when there are inaccuracies in your Share Portal Account, Equiniti Premier Portal Account or Employee Schemes Portal Account which are a result of the limitations on the abrdn Share Portal explained in Limitations of Service;

- any machine, system or communications failure, industrial dispute or other circumstances beyond our control that leads either to a abrdn Share Portal being totally or partially unavailable or to instructions given via the abrdn Share Portal not being acted upon promptly or at all;

- your relying on any financial information provided as part, or by means, of the abrdn Share Portal;

- any misuse of Your System by yourself or anyone else other than us; and

- any access to information about your Share Portal Account, , Equiniti Premier Portal Account or Employee Scheme Portal Account that is obtained by a third party as a result of your using or applying for the abrdn Share Portal (except where that access is obtained as a result of our fraud, negligence or deliberate default).

## **14. IF YOU BREACH A TERM OF THIS AGREEMENT**

14.1. You must compensate us for any loss we suffer as a result of you breaching any term of this agreement.

## **15. ENDING YOUR USE OF THE abrdrn Share Portal**

15.1. You may cancel your use of the abrdrn Share Portal at any time by writing to us at Equiniti, Implementation & Self Service Team, 54 Pershore Rd South, Kings Norton, Birmingham, B30 3EP, or by telephoning the abrdrn Share Portal Helpline details of which can be found in the 'contact us' section of the abrdrn Share Portal (or in an alternatively-titled section of an Employee Schemes Portal). You will need to provide details of your name, address (including post code) and the companies in which you have Investments with Equiniti (Share Portal Account) or executive share plans (, Equiniti Premier Portal) or the company of which you are an employee and which provides you with access to an Employee Schemes Portal.

15.2. We have the right to end or suspend your use of the abrdrn Share Portal at any time. We will usually give you at least 30 days' notice. However, we may give you a shorter notice period or none at all if we consider it necessary, for example, because of security concerns.

15.3. For Share Portal Account, we will be entitled to end your use of the abrdrn Share Portal immediately if, in respect of any Product included in your Share Portal Account which you hold jointly with others, any joint holder objects to that interest being included in the Share Portal Account.

## **16. OUR RIGHT TO MAKE CHANGES TO THIS AGREEMENT**

16.1. We have the right to change the terms of this agreement at any time by displaying a message when you visit the abrdrn Share Portal or by giving you notice either by post, by e- mail or as explained in Clause 18.3 below. Such changes will only be made to:

- comply with changes in law or regulation
- correct inaccuracies, errors or ambiguities
- take account of any corporate reorganisation inside the Equiniti Group or a transfer of our rights, benefits and/or obligations under these terms and conditions to a third party, and/or
- reflect changes in the scope and nature of the service we are able to provide, including (but not limited to), where necessary due to
  - our agreements with companies for whom we act as Registrar
  - the CREST rules and regulations, and our CREST membership
  - our computer or database systems
  - administrative procedures and routines, and/or
  - market practice and overall customer requirements.

16.2. We will use our reasonable endeavours to give you 14 days' notice as explained above before any change takes effect. This notice period maybe shorter, however, in some circumstances, including without limitation:

- where this is necessary in order to protect the security of the abrdn Share Portal;
- where updates to the abrdn Share Portals require urgent implementation;
- in other circumstances beyond our control; or
- where you register for the abrdn Share Portal at a time when we have already notified other customers of a proposed change to this agreement, which will come into effect in less than 14 days from the time you registered.

But please remember, you have the right to end your use of the abrdn Share Portal at any time, if you do not like an alteration that we propose to make to these terms and conditions, by following the procedure in Clause 15 above.

We may take your continued use of the abrdn Share Portal after a change has been made as explained above as your acceptance of the revised terms and conditions.

## **17. THE VALIDITY OF THE TERMS OF THIS AGREEMENT**

17.1. If one or part of the terms of this agreement proves to be legally unsound or unenforceable in any way, this will not affect the validity of the remaining terms in any way.

17.2. We believe the terms of this agreement are fair to you and to us. If any one or part of them proves to be not legally valid because it is unfair or for any other reason, we are entitled to treat that term as changed in a way that makes it fair and valid.

17.3. If we relax any of the terms of this agreement once, this may be just on a temporary basis or as a special case; it will not affect our right to enforce that term strictly again at any time.

## **18. COMMUNICATIONS BETWEEN US**

18.1. Except for situations where this agreement refers to your giving us notice by telephone or to your giving notice to us to terminate this agreement, you should give us any other formal notices in connection with the abrdn Share Portal in writing (in hard copy form) to: Equiniti Limited, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA (or any other address we may let you have from time to time for this purpose).

18.2. Electronic mail is not a completely reliable or secure method of communication and you must not use it for sending us notices in connection with the terms of this agreement.

18.3 We will send you all notices and other documents relating to the abrdn Share Portal electronically to the email address we hold for you (or by SMS in relation to Employee Schemes Portal), or by post to the abrdn Share Portal Name and Address. We will also have the discretion to use the abrdn Share Portal to provide to you (together with other users of the abrdn Share Portal), general information or documents in the future. For example, we may use the website to advise you of updates or amendments to these terms and conditions, rather than having to send this type of information to you (and all other users of the abrdn Share Portal) individually by email.

18.4 If you use an Employee Schemes Portal, and you have opted to receive notifications and alerts via e-mail or SMS, we will use the chosen medium to communicate with you, except for company mailings which it is necessary for us to send to you by post. You can cancel the notifications and alerts service at any time by using the opt-out option in the e-mail or SMS itself, or by accessing the relevant page in the Employee Schemes Portal.

## **19. OUR WEBSITE ADVERTISING**

19.1. From time to time we may advertise our own products or abrdn Share Portal, and those of other companies including other companies in the Equiniti Group, on the website for Share Portal Account (at abrdnshares.com) or otherwise through the Share Portal Account service. These advertisements are built into Share Portal Account and cannot be suppressed. Accordingly, if, in connection with any other agreements with us, you have asked us not to send you any marketing material (or if you do so in the future), you agree that this restriction will not apply to advertisements of this nature and consent to receiving them when accessing Share Portal Account. Where such advertisements are delivered through the secure area of Share Portal Account, we may apply a logic driven approach to the type of advertisements seen on screen based upon your details and preferences. If you do not wish to receive such advertisements in your Share Portal Account you must not agree to these terms and conditions and cease to use the abrdn Share Portal by following the procedure in clause 15 above. Please note however that this does not affect your legal right to de-activate "cookies" if you wish to do so (see Clause 20.2 below).

19.2. Products and services advertised will only be available to you if you are resident in the UK unless otherwise stated.

## **20. PROTECTING YOUR PERSONAL DATA**

20.1 We understand how important your personal data is and are committed to protecting and respecting your privacy. If you want to know more, [click here for our privacy notice](#).

20.2 We may collect information via 'cookies' when you use our website. A cookie is a parcel of text sent to your hard drive, containing information that can identify your computer. Cookies do not contain any personal details unless attached to information collected some other way – for instance, when you fill in and send us an online application. You have legal rights to de-activate certain cookies if you wish to do so. You can find our more information about the cookies we use, and how to de-activate cookies, by clicking [here](#).

20.3. The abrdn Share Portal may allow you to access other features, some of which are delivered by third party companies.

Where you choose to access such features, you will transfer to a third party site. By accessing these services this way you will not be required to enter identification and verification information where we have in place contractual arrangements with the third party that allows us to automatically provide such identification and verification information to that third party. As a condition of benefiting from not being required to go through an additional login process, you agree to us providing your details to such third parties for identification and verification purposes connected to your Employee Scheme Portal, Share Portal Account, or Equiniti Premier Portal Account and that we shall in no way be liable for any loss or damages you incur as a result of using the third party site. Where you utilise the functionality of these third party services you will be required to agree to additional terms and conditions (including the third party's Privacy Policy) between you and the third party. Such terms and conditions shall be shown and made available to you either at the time of using such features or beforehand.

## 21. TRANSFERRING OUR OBLIGATIONS

In accepting these terms and conditions you agree that we may transfer our obligations under this agreement to any other company, if that other company writes to you and undertakes to carry out all our duties and obligations under this agreement. If it does so, you agree that we will be released from all those duties and obligations that such company has undertaken to carry out. We shall satisfy ourselves that any such company is competent to carry out those functions and duties transferred and is authorised to do so by the FCA, if such authorisation is required. As part of transferring our rights and obligations to a third party, we may transfer all of the information we hold under these terms and conditions to the third party or its agent. If you receive a written notice under this clause, and you decide you wish to end this agreement, you may do so by sending us instructions as explained in Clause 15. No charge will be payable by you for this.

## 22. THE LAW COVERING THIS AGREEMENT

This agreement is governed by English law. Both parties agree to submit to the jurisdiction of the English courts in connection with any dispute. This does not affect our right to pursue our remedies in the courts of any other jurisdiction that is appropriate.

## 23. DEFINITIONS: THE MEANING OF SOME WORDS AND PHRASES USED IN THIS AGREEMENT

Some words and expressions used in this agreement have particular meanings as follows:

**Activation Code** means the code sent to you at your abrdn Share Portal Name and Address or your e-mail address pursuant to clause 2.5 above.

**Employee Schemes Portal** means a Portal whereby your interests in Products which are offered by your employer can be viewed via a portal which may be accessible from your company intranet, and from which you may be permitted to navigate directly to your Share Portal Account account, where relevant. The name of this portal may vary depending on our agreement with your employer.

**Employee Schemes Portal Account** means a collection of your interests in Products which are offered by your employer through the Employee Schemes Portal in respect of a particular registration you have made for the Employee Schemes Portal. The name of this portal / account may vary depending on our agreement with your employer.

**Equiniti Group** means Equiniti Limited, its subsidiaries and parent companies and any subsidiary of any of its parent companies. The registered office of Equiniti Limited is in England at Aspect House, Spencer Road, Lancing, West Sussex BN99 6DA. Registered in England and Wales, number 6226088.

**Equiniti Premier Portal** means a Portal whereby your interests in your employer's Executive Share Plans can be viewed via a portal which may be accessible from your company intranet. The name of this portal may vary depending on our agreement with your employer.

**Equiniti Premier Portal Account** means in the event you are eligible for an Equiniti Premier Portal Account (in accordance with clause 2.1) in respect of certain Products, the collection of your interests in those Products registered with us through the Equiniti Premier Portal in accordance with clause 2.2 and in respect of a particular registration you have made for the Equiniti Premier Portal. The name of this portal / account may vary depending on our agreement with your employer.

**Investment with Equiniti** means your interest in the ownership of a Product which you have entered into your Share Portal Account as an 'Investment with Equiniti' in accordance with Clause 2.2 or Clause 4.1 and in respect of which you may use Share Portal Account to receive the information and services referred to in this agreement.

**Indicative Price** means, in respect of any interest and any day, an approximation of the unit price of the Product to which the interest relates, supplied for indicative purposes only on the basis set out in the Limitations of Service.

**Indicative Value** means, in respect of all the interests and any day, an approximation of the aggregate value of such interests supplied for indicative purposes only on the basis set out in the Limitations of Service.

**an interest** means any holding or option (joint or otherwise) or some other interest related to a Product which is recorded (i) in a Share Portal Account as an Investment with Equiniti or Investment Held Elsewhere, (ii) in a , (iii) in an Equiniti Premier Portal Account or (iv) in an Employee Schemes Portal Account.

**International Employee Scheme** means or an Equiniti Premier Portal or Employee Scheme Portal which is operated by Equiniti on behalf of a corporate client in relation to their personnel based in a jurisdiction outside the United Kingdom.

**Investments Held Elsewhere** means your interest in the ownership of a Product which you have entered into your Share Portal Account as an Investment Held Elsewhere in accordance with Clause 5.1 and in respect of which you may use Share Portal Account to receive the information and services referred to in Clause 5. Investments Held Elsewhere do not apply to the Employee Scheme Portal, Equiniti Premier Portal.

**Limitations of Service** means those various factors, inherent in the abrDN Share Portal, which can affect the accuracy of any information you obtain through the abrDN Share Portal, and more particularly set out below under the section entitled "Limitations of Service".

**Share Portal Account** means the collection of your interests in Products represented by all of your Investments with Equiniti and Investments Held Elsewhere registered with us through the Share Portal Account in respect of a particular registration you have made for the Share Portal Account.

**Products** means those shares, stock, share options, pensions, loan notes, funds, employee share or investment schemes and/or any other investments that are included in the functionality of the abrDN Share Portal in respect of which you have an interest included either, in a Share Portal Account as Investments with Equiniti (where the context requires) or Investments Held Elsewhere as may be appropriate, or in a, Equiniti Premier Portal Account or Employee Schemes Portal Account.

**abrDN Share Portal Name and Address** means the exact form of name and address determined to be the abrDN Share Portal Name and Address in Clause 2.2 or, if that address is updated, the form of name and address determined to be the abrDN Share Portal Name and Address in accordance with Clause 2.6.

**Share Portal Account** means the abrDN Share Portal which is accessible via the public abrDN Share Portal ([abrdnshares.com](http://abrdnshares.com)) and which is open to members of the public generally (subject to the restrictions in these Terms and Conditions) to register their Investments with Equiniti and Investments Held Elsewhere.

**abrDN Share Portal** means a service provided by us through a abrDN Share Portal that enables you to check the status of your shareholdings and other investments or options to acquire investments in certain companies and helps you to keep an electronic record of your investments, to obtain information from us and give certain instructions to us by a computer or other device linked to our system. The definition of "abrDN Share Portal" encompasses the services referred to in these Terms and Conditions as Share Portal Account, , Equiniti Premier Portal and Employee Schemes Portal. Notwithstanding the foregoing, to the extent that other services are in future provided by Equiniti and these Terms and Conditions are stated to apply to such services, they shall apply to those services to the extent relevant, and those services shall be deemed to be a abrDN Share Portal, notwithstanding that the services do not fall within the named services listed above.

**abrDN Share Portal Software** means any software used by you whenever you access the abrDN Share Portal and any other software we supply to you for this purpose from time to time

**abrdn Share Portal** the website through which you access the abrdn Share Portal, the location for which, in the context of Share Portal Account is [abrdnshares.com](http://abrdnshares.com) and for, Equiniti Premier Portal or an Employee Scheme Portal, will be specific to each company and will be advised to you in your Executive Share Plan or Equiniti Premier Portal or Employee Scheme Portal information provided by your employer. The expression "abrdn Share Portal" includes any replacement of or expansion to the relevant website.

**UK** means the United Kingdom of Great Britain and Northern Ireland

**User Guidance** means the guidelines we provide from time to time in connection with your operation of the abrdn Share Portal, including guidance:

- in hard copy form (for example, in a user manual or by letter), and
- spoken guidelines (through the abrdn Share Portal or any technical helpdesks which may be provided), and
- in any message sent to you through, or on any online help service available as part of, the abrdn Share Portal

**User ID and Password** means respectively the User ID we allocate to your Share Portal Account, , Equiniti Premier Portal Account or Employee Scheme Portal Account (which in the latter case, will be an identifier already known to you, such as your employee number), and the Password you select both of which, together with your date of birth, are used to identify you whenever you use the abrdn Share Portal

**We/us/our** refers to Equiniti Limited and (where relevant) other companies in the Equiniti Group

**Working Day** means any day except a Saturday, Sunday or public holiday in the jurisdiction of issue of the relevant investment

**You/your** means you the customer who becomes registered with us for the use of the abrdn Share Portal. In the case of corporate holders of Products, "you" includes the company itself and the people authorised to use the abrdn Share Portal to manage information on the company's interests in Products on behalf of the company

**Your System** means the electronic equipment used by you to access the abrdn Share Portal

NOTE: References in these terms and conditions to situations where we act as Registrar, i) include situations where the registrar is another firm outside the Equiniti Group that engages us to provide it with administration and other relevant services as an outsource provider and ii) situations where Equiniti Financial Services Limited operates abrdn share account.



## LIMITATIONS OF SERVICE

This section lists below various factors which can affect the accuracy of any information you obtain through the abrdrn Share Portal. The limitations on accuracy should be borne in mind particularly in connection with the information we give you through the abrdrn Share Portal in connection with any Investments with Equiniti and any Indicative Value you receive. The words and expressions defined at the end of the abrdrn Share Portal Terms and Conditions have the same meaning in this section.

a. Share Portal Account, and Equiniti Premier Portal will apply only to those interests in Products which you input in your Share Portal Account (as Investments with Equiniti or Investments Held Elsewhere), or Equiniti Premier Portal Account. Therefore, although we may act as Registrar in respect of other Products which you hold, those interests will not form part of your Share Portal Account, or Equiniti Premier Portal Account automatically.

b. The information entered as an Investment Held Elsewhere will not alter unless you change it. We have no means of updating this information. This will be the case even if we are the Registrar in respect of the relevant Products (this could be the case where the interest has had to be recorded as an Investment Held Elsewhere because it is registered in a name which does not correspond exactly with the abrdrn Share Portal Name and Address).

c. In connection with Investments Held Elsewhere the abrdrn Share Portal offers no facility for obtaining information regarding dividends, recent transactions, etc. and is limited to recording the information that you are allowed to input and providing any Indicative Price and Indicative Value which we may offer to supply. The information in an Investment Held Elsewhere is not in any way cross-checked or verified by us regardless of whether we have any means of verifying it.

d. Any information in relation to an Investment with Equiniti in your Share Portal Account or a Product in a , Equiniti Premier Portal Account or Employee Schemes Portal Account may be based on a copy of the register for the relevant issuer of the relevant Products as at the close of business on the preceding Working Day. It may not show variations to the register since that time (for example, as a result of any sales, purchases, scrip dividends, dividend reinvestment plan scheme purchases or rights issues). Furthermore, the register itself will not always be immediately updated in relation to all share acquisitions or disposals.

e. In connection with Investments with Equiniti in your Share Portal Account and the Products in a , Equiniti Premier Portal Account or Employee Schemes Portal Account, the abrdrn Share Portal can only provide details of:

1. interests which you have inputted or (in relation to the , Equiniti Premier Portal Account or Employee Schemes Portal Account) interests which are based on our records from acting as Registrar for your employer (you should note that, where you are unable to enter an Investment with Equiniti because you are registered as holding or being interested in the Products under a name and/or address different to the abrdrn Share Portal Name and Address, you can confirm your name and address details for Investments with Equiniti by writing to us and this will enable you to consolidate your Investments with Equiniti in one Share Portal Account);

1. changes in the balance of Products in Your , Equiniti Premier Portal Account or Employee Schemes Portal Account, or your Investments with Equiniti in your Share Portal Account, which are registered with us using a name and address that matches the abrdrn Share Portal Name and Address.

2. Products of which you are the first-named holder; and

3. Investments with Equiniti or Products held for you by a nominee where the nominee holding is disclosed on the relevant register and you are the first person disclosed by the nominee and the name and address disclosed by the nominee corresponds with your abrdrn Share Portal Name and Address.

f. An Investment with Equiniti or a Product entered in your or Equiniti Premier Portal Account in a particular company may be removed from the Share Portal Account, or Equiniti Premier Portal Account if that company gives notice to us that it does not want to participate in the abrdn Share Portal. In some cases you may have more than one account on a register for a particular Product in the same name and address which may mean you receive duplicate company mailings. We try to update the register by amalgamating duplicate accounts wherever possible. If you have any concerns as a result of any of the Investments with Equiniti in your Share Portal Account, or Products in your, Equiniti Premier Portal Account or Employee Schemes Portal Account having been amalgamated in this way, you should contact us on the abrdn Share Portal Helpline, details of which can be found in the 'contact us' (or equivalent) section of the abrdn Share Portal.

g. If you dispose of any interest in a Product, so that you no longer hold any interest in such Product, and you do not acquire any more interests in those Products which meet the requirements for being included in that Share Portal Account as an Investment with Equiniti or in that, Equiniti Premier Portal Account or Employee Schemes Portal Account, then that Product may be removed from the Share Portal Account, Equiniti Premier Portal Account or Employee Schemes Portal Account. The period after which the information will be removed varies between the different abrdn Share Portals, but will be no less than one month.

h. The Indicative Price is NOT a true reflection of the value which could be realised from the sale of your interest of particular Products, in particular because:

1. the Indicative Price is calculated on the basis of the size of the interest in the relevant Products as disclosed through the abrdn Share Portal. Such interest may not represent your true interest for the reasons set out above;
2. the Indicative Price is based on a feed from the London Stock Exchange, which is subject to a 15 minute delay and if the Indicative Price is being viewed after close of business for the Exchange, it is based on the last price feed that we received from the Exchange prior to closure. It is therefore out-of-date and to be used only as a very approximate guide to the value of the relevant Products. Additionally, on any sale, commission would be deducted and on any purchase, commission and stamp duty would be payable. If we do not receive price information, no Indicative Price will be quoted for that Product, nor will any value for that Product be included in the total Indicative Value of your Share Portal Account. In addition, for certain Products e.g. Funds prices will only be updated up to once a day;
3. the price feed information used to calculate the Indicative Price is supplied by a third party and we cannot accept responsibility for any inaccuracy;
4. where you own a Product jointly with others, you may be required to share the proceeds of sale with those others. However, the abrdn Share Portal will show the whole of the value of the relevant Product as belonging to you rather than the appropriate fraction.

i. The Indicative Value is based on the sum of the Indicative Prices of the individual Products displayed. The limitations described above on the accuracy and completeness of each Product and the Indicative Prices attributable to each of them will therefore apply equally to the Indicative Value. Additionally, if a price feed is not available to us for a particular Product then no Indicative Price will be quoted or included in the Indicative Values where these appear. If no price information is available, it is also possible that you may not be able to add new Investments with Equiniti or Investments Held Elsewhere in your Share Portal Account. Indicative Values shown for employee share awards and options do not necessarily reflect the realisable value of the Product as other deductions may apply including but not limited to the cost of buying the shares, tax or other charges. These factors should also be taken into account when evaluating the Indicative Value.

j. If you have more than one Share Portal Account, it is possible that the same Investment with Equiniti or Investment Held Elsewhere may appear in more than one Share Portal Account. If this is the case, you should take this into account when using the Indicative Values of all of your Share Portal Accounts to arrive at an aggregate indicative value for all of your interests in Products.

k. Share Portal Account is only able to display the last 12 transactions for each Investment with Equiniti. If you wish to obtain details dating back beyond the part 12 transactions please write to us at our address available in the Contact Us section of the abrdn Share Portal.

l. If you are using the currency conversion tool, this information and calculation is made by reference to our third party information feed and you should not rely on this information for the purposes of deciding whether to deal or not deal in any Products.