



**Equiniti Share Plan Trustees Limited
Aberdeen Group plc (Employee) Share
Plan (“Plan”)
Electronic Real-Time Dealing Terms and Conditions
(Electronic Sale Advice)**

[15 March 2023]

ALTERNATIVE FORMATS

When contacting us, you can telephone our Employee Helpline on: +44(0) 371 384 2040. Lines open 8.30am to 5.30pm (UK time), Monday to Friday (excluding public holidays in England and Wales). For deaf and speech impaired customers we welcome calls via Relay UK. Please see www.relayuk.bt.com for more information. You can also contact us by using our email service myshareplan@equiniti.com, please provide your Company name in the subject line.

Please contact us to request this document in an alternative format, for example large print, Braille, or audio tape.

Write to Equiniti Limited (“Equiniti”) at:
Share Incentive Plan (SIP) Sales Team,
Equiniti Limited,
PO BOX 4630, Aspect House,
Spencer Road, Lancing,
West Sussex, BN99 6DA
United Kingdom

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1. IMPORTANT INFORMATION

1.1 Contacting Equiniti When contacting Equiniti, you can telephone the Employee Helpline on: +44(0) 371 384 2040. Lines open 8.30am to 5.30pm (UK time), Monday to Friday (excluding public holidays in England and Wales). For deaf and speech impaired customers we welcome calls via Relay UK. Please see www.relayuk.bt.com for more information. You can also contact us by using our email service myshareplan@equiniti.com, please provide your Company name in the subject line. Alternatively, you can write to Equiniti at:
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 Equiniti Limited,
 PO BOX 4630, Aspect House,
 Spencer Road, Lancing,
 West Sussex, BN99 6DA
 United Kingdom

1.2 Share prices Share prices may change significantly up or down between the time I decide to sell my shares, complete, and submit the instruction form and the time when the shares are actually sold.

Your Privacy Notice clearly explain how your data is protected and how your enhanced rights apply. To read the latest version, please visit <https://privacy.equiniti.com>.

2. MY INSTRUCTION

- 2.1** I request Equiniti Share Plan Trustees Limited (“the Trustee”) to sell the Plan Shares held on my behalf by the Trustee under the terms of the Share Incentive Plan (“the Plan”) as completed on my electronic instruction form. I confirm that:
- I have the right to transfer shares out of the Plan into my own name and to arrange the sale of shares myself, and
 - If necessary, I have obtained clearance to deal.
- 2.2** In consideration of the Trustee agreeing to arrange this sale on my behalf I agree that:
- 2.2.1** Once I have submitted my instruction to the Trustee to sell my shares, my instruction is irrevocable and cannot be changed or cancelled.
- 2.2.2** The Trustee will only accept instructions to sell through this service whilst the London Stock Exchange or other relevant market is open.
- 2.2.3** The Trustee may make provisions to take instructions outside of these hours; these instructions will be aggregated with other similar requests and sold on a best execution only basis the following day. I will not receive a live dealing quote if I choose to instruct the Trustee in this way. Any instructions submitted through this service will be governed by their own terms and conditions, which I am advised to read prior to committing to any sale.
- 2.2.4** The service is provided on an ‘execution only’ basis. The Trustee will arrange for my instructions to be carried out but will not provide any sort of investment or tax advice. The Trustee will not advise me on the merits of dealing at the present time or the suitability of dealing taking into account my own personal circumstances. In the event that I have any doubts, I will consult an Independent Financial Adviser, or another person qualified to give investment advice under the UK Financial Services & Markets Act.
- 2.2.5** In providing this service the Trustee is not making any recommendation that I should use the service nor is the Trustee suggesting it is an appropriate time to deal, the decision to sell is mine.
- 2.2.6** My instructions will be transmitted to an approved entity for execution who has demonstrated they have policies, procedures and the integrated electronic solution which will allow them to obtain the best possible result for me, taking into account market conditions and the size of the trade, less the designated broker commission of 0.04% applied. The Trustee will monitor the performance of its approved entities and periodically review its internal arrangements and policies for dealing with sales of shares under the Plan with a view to achieving the best possible result for me. Further information about these internal arrangements and policies (including a full list of the Trustees approved entities) is available on request.
- 2.2.7** The Trustee and/or Equiniti Limited may alter dealing times from time to time, and temporarily suspend the service for routine systems maintenance or in extreme market conditions. The Trustee and/or Equiniti Limited will not be liable for any loss I may suffer because they are unable to complete my instruction.
- 2.2.8** The Trustee may decide that, due to market conditions, they are not able to sell shares for me within a reasonable time. In such a case, the Trustee will try to contact me for instructions. Alternatively, if the market counterparty recommends that it be given more time to complete the order, this may be allowed.
- 2.2.9** Neither the Trustee nor any member, director or employee of the Company will have any liability to me for losses arising out of these arrangements save in the case of deliberate wrongdoing,

- 2.2.10** The Trustee and/or Equiniti Limited have absolute right at any time and without necessarily giving me any reasons:
- to require me to supply additional information before carrying out an instruction, or
 - to refuse to accept an instruction, or
 - where they believe it is justified to cancel an instruction without notice. For instance, this might include circumstances where:
 - they are required to do so by their counterparty or the relevant stock exchange;
 - they believe it is necessary to maintain an orderly market.
- 2.2.11** The Trustee and/or Equiniti Limited will not be liable for any loss or expense incurred resulting from such a cancellation.
- 2.2.12** When an instruction is submitted, the Trustee and/or Equiniti Limited will do everything they can to complete it. However, the Trustee will not be responsible for any loss or expense incurred because:
- the Trustee and/or Equiniti Limited were not able to carry it out for any reason, or
 - there was a delay in completing my instruction because of:
 - changes in market conditions before the transaction could be made;
 - the Trustee taking steps to check your authorisation for the instruction;
 - compliance with internal procedures or laws against money laundering;
 - my placing an order that exceeds the 'Maximum Quote Size'.
- 2.2.13** Following successful completion of the trade, a sale advice will be sent by e-mail to me. It cannot be assumed that any sale processed through the service has been completed until the electronic sale advice has been received, or they have confirmed the deal in some other way.
- 2.2.14** Sales proceeds will be released on Settlement Date. Proceeds will be sent as follows:
- any non-taxable net sale proceeds will be sent to my bank/building society account, or by cheque to my registered address if the Trustee does not hold these details. Any cheques sent will be at my own risk,
 - any taxable amounts from the sale proceeds will be sent to the Company Payroll, who will deduct any tax payable and send any residue funds to my salary bank account on the next scheduled pay date. I understand that if the sale proceeds reach payroll after the processing cut-off date, then I will not receive my proceeds until the following month's pay.
- 2.2.15** Commission charged will be deducted from the sale proceeds. Details of the charges are shown on the electronic sale request and confirmed following successful completion of my instruction.
- 2.2.16** PTM Levy charged for sales in excess of £10,000 will be deducted from the sale proceeds. Details of this charge will be confirmed following successful completion of my instruction.
- 2.2.17** In accordance with the UK Money Laundering Regulations the Trustee may require verification of my identity. The Trustee may conduct searches of databases and other credit data in order to do this or may need to ask me to provide proof of my identity. This may lead to a delay in carrying out my instruction, a delay in payment of my sale proceeds to me, or my instruction being rejected. The Trustee will not be liable for any loss which may result from this.
- 2.2.18** The Trustee may possibly carry out transactions with or for me in which the Trustee or an associate deal as principal or dual agent or otherwise have a material relationship with another party which might involve conflict with the Trustee's duty to me. The Trustee will not be able to consult me about this but will try and ensure that the terms of any transaction are as favourable to me as those carried out with a third party at arm's length.
- 2.2.19** Nothing in these terms and conditions shall prevent the Trustee from carrying out transactions for anybody else.

3. EMPLOYEE SHARE PLANS (“ESP”) PORTAL ELECTRONIC SALES REQUESTS

- 3.1 Provisions** If I submit a sale request using the electronic sale request facility provided, the following provisions will apply:
- The Company and/or the Trustee and/or Equiniti Limited have the right to withdraw the ESP Portal sale facility at any time;
 - The Company and/or the Trustee and/or Equiniti Limited may insist on a written sale request instead of an electronic sale request;
 - The information that I provide to gain access to the service together with my acceptance of the terms and conditions will, when I confirm my sale request, constitute my electronic signature;
 - Excess demand on the service and circumstances beyond the Company's and/or the Trustee's and/or Equiniti Limited's reasonable control may mean it is not always possible to use the ESP Portal sale facility;
 - The Company and/or the Trustee will take reasonable steps to ensure that the electronic sale request facility is available but neither they nor Equiniti Limited are responsible for systems beyond their reasonable control or any incompatibility between my systems and the ESP Portal sale facility.

- 3.2 My instruction** I acknowledge that the ESP Portal electronic sale request facility enables me to give instructions directly to the Trustees. Such instructions are not to be regarded as instructions given directly to Equiniti Limited (even if Equiniti Limited's website or other facilities are used in connection with electronic instructions).

I acknowledge that the Trustee (and not Equiniti Limited) is responsible for processing the electronic sale request, for determining how the data in the instruction is processed as well as for the information provided by the ESP Portal sale facility.

- 3.3 Sharing my data** If I subscribe for Equiniti Limited's ESP Portal, Shareview portfolio creation service or any other service in connection with the Plan, Equiniti Limited will be entitled to use and process the information which I provide in order to grant access to other websites managed by Equiniti Limited.

4. COMPLAINTS

- 4.1 Raising a complaint** If I have a complaint of any kind, I can put my complaint in writing to Equiniti at:
Complaint Resolution Team, Equiniti Limited, Aspect House, Spencer Road, Lancing, West Sussex, BN99 6DA United Kingdom
or email them at:
concerns@equiniti.com
or contact them using the details in 1. Important Information.

5. OTHER INFORMATION

- 5.1 Governing law** These Terms and Conditions are governed by English law. Any disputes relating to the agreement will be subject to the jurisdiction of the courts of England and Wales.
- 5.2 Third party rights** This agreement is only between me and Equiniti. It will not give any benefits to, nor be enforceable by, a third party.

6. DEFINITIONS

Under the agreement, the following words have particular meanings:

- Equiniti** Equiniti Limited – The administrator of the Share Incentive Plan
Highdown House
Yeoman Way
Worthing
West Sussex
BN99 3HH
United Kingdom
- the Plan** the Share Incentive Plan
- Trustee** Equiniti Share Plan Trustees Limited - Trustee of the Share Incentive Plan
- Company** my employing Company or participating company under the Plan.
- Tax** income tax and National Insurance Contributions.