

Digital Portal Terms and Conditions of Use

Please read these terms and conditions carefully before using our Digital Portal.

1. What's in these terms and conditions

These terms and conditions and the documents referred to in them (together called the "terms of use") contain the terms and conditions by which you may access and use our Digital Portal (as described in section 2 below). Please click on the links below to go straight to more information on each area.

2. Who we are and how to contact us
3. By using the Digital Portal you accept these terms of use
4. Other terms that apply to use of the Digital Portal
5. We may make changes to these terms of use
6. We may make changes to the Digital Portal
7. We may suspend or withdraw availability of the Digital Portal
8. Account Security
9. Authorised Instructions
10. Use of our Digital Portal
11. Digital Portal Use Monitoring and collection of Performance and Usage Data
12. Period during which you may access and use the Digital Portal
13. Ownership and Use of Material on related to or uploaded to our Digital Portal
14. Links to Third Party Web-Sites and Resources
15. No Advice
16. Risk Warnings
17. Liability
18. Which country's laws apply to any disputes
19. General

2 Who we are and how to contact us

Our Digital Portal, a link for which is located on our web-site at www.aegonam.com, is an online digital portal (called the "Digital Portal" in these terms of use) through which investors can invest in certain of our UK mutual funds and access information and reports in relation to their investments.

References to the Digital Portal in these Terms of Use include any software, database, server, hardware, telecommunications and other equipment or technology installed or used within the Digital Portal.

The Digital Portal is operated by and/or on behalf of Aegon Asset Management UK PLC ("we", "our" or "us"). We are registered in Scotland under company number SC113505, have our registered office at 3 Lochside Crescent, Edinburgh EH12 9SA, and are authorised and regulated by the Financial Conduct Authority. We are the authorised corporate director of Aegon Asset Management UK ICVC ("AAMUK ICVC"), registered in Scotland, registered no. SC1000009 at 3 Lochside Crescent, Edinburgh EH12 9SA, Aegon Asset Management UK Investment Portfolios ICVC ("AAMUKIP ICVC"), registered in England, registered no. IC000988 at The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AB, and the authorised fund manager for Aegon Asset Management UK Unit Trust, an authorised unit trust. AAMUK ICVC and AAMUKIP ICVC are investment companies with variable capital.

To contact us please use the messaging functionality available on the Digital Portal.

3 By using the Digital Portal you accept these terms of use

By accessing and using the Digital Portal, you confirm that you accept the terms of use and that you agree to comply with them. If you do not agree to the terms of use you must not use the Digital Portal. You may print a copy of these terms of use for future reference. Where you access and use the Digital Portal in the course of your employment references to 'you' in these Terms of Use shall include the entity employing or engaging you.

4 Other terms that apply to use of the Digital Portal

These terms of use refer to the following additional terms, which also apply to your use of the Digital Portal:

- Our Privacy Statement
www.aegonam.com/privacy-statement

- Our Digital Portal Cookie Policy
<https://www.aegonam.com/customer-portal-cookie-statement/>

5 We may make changes to these terms of use

We may amend these terms of use from time to time. Every time you wish to use the Digital Portal, please check

these terms of use to ensure you understand the terms that apply at that time.

6 We may make changes to the Digital Portal

We may update and change the Digital Portal from time to time including for example to reflect changes to our products, our users' needs and our business. We will usually give you reasonable notice of any major changes.

7 We may suspend or withdraw availability of the Digital Portal

We do not guarantee that the Digital Portal will always be available or be uninterrupted. We may suspend or withdraw or restrict the availability of all or any part of the Digital Portal where reasonably required for business and operational reasons including, for example, where necessary to ensure the integrity, security, functionality or operation of the Digital Portal or any data or material stored on the Digital Portal. We will try to give you reasonable notice of any suspension or withdrawal and to make alternative arrangements available.

We have the right to suspend or withdraw your access to the Digital Portal where we reasonably believe you have failed to comply with any of the provisions of these Terms of Use, or there is fraudulent activity or a security breach (whether or not caused by you).

8 Account Security

You must comply with any reasonable security requirements we inform you of from time to time.

If you choose, or you are provided with, any security information ("**your security information**") as part of our security procedures (including for example a password or a user identification name or code) you must treat your security information as confidential. You must not disclose your security information to any third party. If you know or suspect that anyone other than you knows your security information you must promptly change your security information on the Digital Portal.

It is your responsibility to take reasonable security precautions when accessing and using the Digital Portal including for example:

- Not choosing security information which may be easy to guess and keeping security information as secure as possible;
- Providing security information to us only when prompted through the Digital Portal;
- Responding to a message from us only if confident it came from us (to help you authenticate a genuine email from us, we will always greet you with your first name or title and your last name and, after your account set-up is complete, include a reference to the last two digits of any account you have with us);
- Accessing the Digital Portal only via the dedicated link on our web-site at www.aegonam.com
- Having secure access to the internet and protecting your device with up-to-date virus protection software; and
- Logging out of the Digital Portal when not in use or exiting the Digital Portal.
- If you become aware of any actual or attempted unauthorised use or access to the Digital Portal you must inform us promptly.

9 Authorised Instructions

All correspondence and instructions provided via the Digital Portal should be in the English language in order to be valid.

We are entitled to rely and act upon any instructions or other information provided via the Digital Portal and validated with your security information. Where applicable, we are also entitled to rely and act upon any instructions or other information provided via the Digital Portal by anyone you have nominated as an authorised user of the Digital Portal until such time as you have informed us via the Digital Portal that they are no longer an authorised user.

We may refuse to act upon any instruction or other information provided via the Digital Portal where:

- we reasonably believe that it is fraudulent, unlawful or has been given in error;
- we reasonably doubt its contents, completeness, authorisation, origination or compliance with relevant security procedures;
- it is received from a person we reasonably believe is not authorised to provide the instruction or information;
- we reasonably believe that acting upon it would be contrary to applicable law or regulation or the

rules of a relevant stock exchange, clearing house, settlement system or market;

- we reasonably consider that it is: (i) incomplete, unclear and/or in conflict with other instructions or information you have provided; (ii) has not been accurately transmitted or; (iii) is not authentic;
- we do not have all the necessary information or documentation to act upon it.

Where we refuse to act upon any instruction or other information provided via the Digital Portal we will try to notify you.

10 Use of our Digital Portal

The Digital Portal is directed to investors residing in the United Kingdom. While the Digital Portal may, at our discretion, be used and accessed by investors residing in other jurisdictions, we do not represent that content available on or through the Digital Portal is appropriate for use or available in locations other than the United Kingdom. Neither the Digital Portal nor any associated user or training documentation may be accessed or used: (a) from any country embargoed by, or the subject of economic sanctions of, the United Nations, the United States, the European Union or the United Kingdom; or (b) as may be prohibited by, or in a manner which is in breach of, applicable law.

You may use and access our Digital Portal solely for the following permitted purposes:

- investing in our UK mutual funds which are available for investment via the Digital Portal;
- providing and/or accessing information and reports in relation to your investments in our UK mutual funds; and
- administering your investments in our UK mutual funds.

When accessing and using our Digital Portal you must not do or attempt to do any of the following (and must not aid, facilitate, permit, instruct or encourage any other person to do so):

- engage in any activity on or via the Digital Portal which is illegal, fraudulent, unlawful, harmful or offensive. This includes any activity which violates or infringes the rights of others or which is (or which we reasonably determine is) harmful to others, their operations, reputation, goodwill or customer relations;
- use, transfer, store or make available any material or content via or on the Digital Portal: (a) which is false, inaccurate, misleading, fraudulent, illegal, libellous, defamatory, threatening,

abusive, harassing, offensive, harmful, obscene, indecent or invasive of privacy; (b) which infringes the intellectual property or other rights of any person; or (c) where you do not have the necessary authority, consents, permissions or rights to do so.

- except as expressly permitted under these terms of use, access, copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, distribute, translate, localise, adapt, rent, lease, loan, create or prepare derivative works of, all or any portion of Digital Portal in any form or media or by any means;
- de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Digital Portal;
- commercialise the Digital Platform or access or use any part of the Digital Portal or any associated user or training documentation: (i) to build or enhance a competitive product or service; (ii) to build or enhance a product or service using similar ideas, features, functions or graphics of any part of the Digital Portal or any associated user or training documentation; (iii) to copy any ideas, features, functions or graphics of any part of the Digital Portal or any associated user or training documentation; or (iv) in any manner that is or may be competitive to us or our service providers or sub-contractors and their respective service providers or sub-contractors;
- gain unauthorised access to, or interfere with the proper working of, any part of: (a) the Digital Portal or any associated user or other training documentation; (b) any server, router, web-site, computer, database or other computer systems connected to the Digital Portal; or (c) areas of the Digital Portal that are restricted or confidential; or otherwise circumvent password or user authentication methods or any security, licence controls or other protection mechanisms.
- misuse the Digital Portal by distributing, accessing, storing or transmitting any viruses, vulnerabilities, malware or other harmful or unauthorised software, code or process or by otherwise surreptitiously intercepting, or expropriating any system, program, or data;
- attack the Digital Portal via a denial-of-service attack or a distributed denial-of-service attack;
- use the Digital Portal to promote unsolicited advertising or bulk messages or to send spam, or do anything that causes a performance

degradation to any systems or facilities used in connection with the Digital Portal.

You are responsible for configuring your information technology, computer programs and platform to access the Digital Portal.

We do not guarantee that the Digital Portal will be secure or free from bugs or viruses. We recommend that you use your own virus protection software.

11 Digital Portal Use Monitoring and collection of Performance and Usage Data

We may monitor and/or record your use of the Digital Portal for audit, security, compliance and service quality purposes.

We may collect, log, and aggregate usage and performance data as part of the normal operation of the Digital Portal. This data may be used to help us and our service providers monitor performance of the Digital Portal, improve and maintain the Digital Portal and operate business generally provided that the data is anonymised and aggregated in such a manner so as to ensure that no personally identifiable information about you is revealed or disclosed.

12 Period during which you may access and use the Digital Portal

Except where we have suspended or withdrawn your access to the Digital Portal as permitted in section 7, you may use and access the Digital Portal while you hold any investments in our UK mutual funds, and for a reasonable period of time after this, in order to access information and reports stored on the Digital Portal in relation to your investments. Following this, or where we have permanently withdrawn your access to the Digital Portal as permitted in section 7, you must immediately cease access to and use of the Digital Portal and any associated user and training documentation. You must also promptly return to us or permanently delete (to the extent technically feasible) any part of the Digital Portal, associated user and training documentation or our other proprietary information then in your possession (the “**Relevant Materials**”) except that you may retain and use Relevant Materials to the extent necessary to comply with applicable law subject to continued compliance with these terms of use. In addition, you may retain any report, information, notification or similar relating to your investments in our UK mutual funds which has been provided or obtained via the Digital Portal.

13 Ownership and Use of Material on, related to or uploaded to our Digital Portal

Except in respect of any material you post or upload to the Digital Portal, we are the owner or the licensee of all copyright and other intellectual property rights in the Digital Portal, and in the material published on or in relation to it (“**our copyright and IP**”). Those works are protected by copyright laws and treaties around the world. All such rights are reserved. Nothing in these terms of use shall be construed so as to transfer to you any of our copyright and IP. Should any of our copyright and IP transfer to you (or, if applicable, your personnel) for any reason, you hereby irrevocably transfer and assign to us (or, if applicable, shall procure the irrevocable transfer and assignment to us), any and all such copyright and IP with full title guarantee. You shall at our request take all reasonable steps and sign all deeds and documents to give effect to the previous sentence.

The Digital Portal and its layout and contents (including any user or other training documentation) is our and/or our service providers’ proprietary information. You agree not to share the Digital Portal and its layout and contents (including any user or other training documentation) with any third party.

Where you print off or download any page or material (including any extracts of the same) from or related to the Digital Portal, you may do so only for your personal use and, where you are a professional investor, only to the extent reasonably necessary for: (i) the purposes of servicing your clients in connection with investments in our UK mutual funds; and (ii) your internal business use. Any user or other training documentation relating to the Digital Portal should be used solely by you for the purposes of using and accessing the Digital Portal. You must not modify the paper or digital copies of any material (including any user or other training documentation) you have printed off or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text. When you upload or post content or material to the Digital Portal we may use that content or material as reasonably required in connection with your investments in our UK mutual funds.

14 Links to Third Party Web-Sites and Resources

Where the Digital Portal contains links to web-sites and resources provided by third parties (being anyone other than us or our service providers), these links are provided for your information only. We have no control over the contents of those sites or resources and such links should not be interpreted as

approval by us of those linked websites or information you may obtain from them.

15 No Advice

The content and information on the Digital Portal is not intended to amount to advice on which you should rely and does not constitute an offer to sell our funds or products. Any investment decision should be made solely upon the information contained in the offering documentation relating to the relevant transactions. You should obtain professional or specialist advice before making any investment decisions.

16 Risk Warnings

You should read the relevant KIID for a summary of the material risks which are relevant for any of our funds you wish to invest in. The relevant fund prospectus contains further, more detailed, descriptions of relevant risks and should be read also. The following generic risk warnings apply broadly:

- The past performance of an investment is not a guide to future performance.
- The value of an investment, and the income from the investment, may go down as well as up and is not guaranteed so an investor may not get back the amount originally invested.
- Any tax reliefs mentioned are those currently available and are subject to change as well as personal circumstances of investors. No tax advice is provided on or via the Digital Portal.
- Where our fund holds securities denominated in a variety of currencies, changes in exchange rates may affect the value of your investment.
- Where charges are taken wholly or partly out of a fund’s capital, distributable income will be increased at the expense of capital which will either be eroded or future growth constrained.
- Any investment objective, performance benchmark and yield information will be treated as a target only and should not be considered as an assurance or guarantee of the performance of a fund or any part of it.
- Our funds are medium to long term investments and are managed with the aim of delivering outcomes for investors over periods of several years.
- Investment in the securities of smaller and unquoted companies can involve greater risk than is customarily associated with investment in larger, more established companies. In particular, smaller companies often have limited

product lines, markets or financial resources and may be dependent for their management on a smaller number of key individuals. In addition, the market for securities in smaller companies is often less liquid than that for securities in larger companies, bringing with it potential difficulties in acquiring, valuing and disposing of such securities. Proper information for determining their value or the risks to which they are exposed may also not be available.

- Some funds carry greater risks in return for higher potential rewards. Specialist funds, which invest in specialist markets, alternative asset classes or small sectors of industry, are likely to carry higher risks than most general funds. For higher risk funds, above average price movements can be expected.
- Certain funds may also invest in assets which are less liquid than others and, in exceptional circumstances, such as market events or significant redemption requests, requests to redeem or switch units may not be possible on a temporary basis.
- Absolute Return Funds – While the investment objective of absolute return funds is to achieve a positive return in all market conditions, this is not guaranteed in any way.

17 Liability

We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors and for fraud or fraudulent misrepresentation. If any provision contained in these terms of use conflicts with the provisions of this paragraph, the provisions of this paragraph shall prevail.

These terms of use are between you and us and any claim you may have in connection with these terms of use or the Digital Portal should be made against us alone. Except to the extent prohibited by applicable law nothing in these terms of use, and no action taken by you or by us or on our behalf, shall create any relationship, whether contractual or otherwise, between you and any third party including any of our service providers or sub-contractors and their respective service providers or sub-contractors. Accordingly, you agree not make any claim or take any action against any of our service providers or sub-contractors and their respective service providers or sub-contractors.

We are not responsible for any loss which results from:

- your failure to comply with these terms of use.

- our suspension, withdrawal or restriction of the availability of the Digital Portal, or your access to the Digital Portal, as set out in section 7;
- your acts or omissions including any improper use of or inability to use the Digital Portal, although we will provide appropriate guidance, instruction and/or prompts on the Digital Portal to help explain how to use the Digital Portal;
- any defect, delay, failure, or lack of availability of your computer, telecommunications and related systems or the incompatibility between your computer systems and the Digital Portal.
- any unauthorised configuration, adaption or modification to the Digital Portal or the materials relating to, on or accessed via the Digital Portal;
- events outside our reasonable control, including for example:
 - i. fire, flood, storm or other natural event;
 - ii. strikes, lockouts or other industrial action;
 - iii. acts or threatened acts of war or terrorism, insurrection or revolution, nuclear fusion, fission or radiation or outbreak of infectious disease (including epidemics and pandemics);
 - iv. any failure of any telecommunications or computer equipment or any service, infrastructure or other facility; or
 - v. the acts, decrees, legislation, regulations or restrictions of any government.

Where possible we will use reasonable efforts to bring any event detailed above to a close or to find a solution.

If you are a professional investor, we exclude all implied conditions, warranties, representations or other terms that may apply to the Digital Portal or any material or content on it. Additionally, we will not be liable for any of the following in connection with your access or use of the Digital Portal:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

18 Which country's laws apply to any disputes

These terms of use, their subject matter and their formation, are governed by English law. The courts of England and Wales will have exclusive jurisdiction except that any non-professional investor resident of Northern Ireland may also bring proceedings in Northern Ireland, and any non-professional investor resident in Scotland may also bring proceedings in Scotland.

19 General

We may transfer our rights and obligations under these terms of use to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract. You may not transfer your rights or obligations without our written consent.

Nothing in these terms of use creates legal rights or benefits enforceable by any person other than you or us or anyone you or we have transferred our rights and obligations to as permitted by these terms of use. You acknowledge, however, that we license certain parts of the Digital Platform from our service providers and that we may recover from you any loss, liability, cost or expense incurred by any of our service providers or sub-contractors (or their respective service providers or sub-contractors) which results from your breach of these terms of use.

Aegon Asset Management UK plc (Company No. SC113505) is registered in Scotland at 3 Lochside Crescent, Edinburgh EH12 9SA and is authorised and regulated by the Financial Conduct Authority. It is the authorised corporate director of Aegon Asset Management UK ICVC ("AAM UK ICVC"), registered in Scotland, registered no. SC1000009 at 3 Lochside Crescent, Edinburgh EH12 9SA), Aegon Asset Management UK Investment Portfolios ICVC ("AAM UKIP ICVC", registered in England, registered no. IC000988 at The Leadenhall Building, 122 Leadenhall Street, London, EC3V 4AB), and authorised fund manager for Aegon Asset Management UK Unit Trust, an authorised unit trust. AAM UK ICVC and AAM UKIP ICVC are investment companies with variable capital.