

ONLINE PORTAL TERMS

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1 INTRODUCTION

These Online Portal Terms govern your use of the Portal and online services provided by Sarasin & Partners LLP (“we”, “us”, “our” or “ourselves”) to you (as Client or Authorised Third-Party).

2 DEFINITIONS

Associates means a company or other entity or person connected to us or any member of J Safra Sarasin Holding AG;

Authorised Third-Party means a person who has been duly authorised by a Client to access the Portal and Services on behalf of such Client and has been provided with access by us;

Client means a client with whom we have in place a Client Agreement;

Client Agreement means the contract under which we provide discretionary investment management services to you which comprises (i) the terms of business; (ii) the client investment profile; (iii) the suitability assessment report(s); (iv) any supplemental terms referred to in the terms of business and; (v) any other documents which are in writing, signed and agreed between us concerning the provision of our services to you.;

Intellectual Property Rights means all patents, copyrights, rights in design, to photography rights, trademarks and service marks (whether registered or unregistered and including applications for registration of any of the foregoing) together with all trade secrets, rights in know-how, and all rights and forms of protection having a relevant or similar effect to any of the foregoing which may subsist in the world;

Portal means the portal accessed via www.sarasinportal.co.uk or the Sarasin Mobile application;

Portfolio means the portfolio (or portfolios where the Client has more than one mandate of assets) (including un-invested cash) entrusted from time to time by the Client to our management and if applicable, our custody; and

Service means the service which we are able to provide you through the use of the Portal as more specifically described below in Clause 3;

3 SCOPE OF THE SERVICE

The Service enables you, amongst other functionality, to:

- view a range of information relating to your Portfolio including details of investments held by you, value of the Portfolio, the complete reporting and valuation package, portfolio composition and performance transitions; and



- utilise two-way messaging including document exchange, insights and news articles, themes & stewardship information in relation to your Portfolio and user details.

4 BASIS OF PROVISION OF THE SERVICE

- 4.1 This Service is available to Clients and/or their Authorised Third-Parties and potential clients.
- 4.2 Where you are a Client, you agree that these Online Portal Terms form an integral part of the Client Agreement and by signing the Client Agreement you agree to be bound by these Online Portal Terms in relation to your use of the Service.
- 4.3 Where you are an Authorised Third-Party, you confirm that
 - 4.3.1 You have been duly authorised by the Client to access the Portal and use the Service
 - 4.3.2 You have all relevant regulatory permissions in relation to your relationship with the Client and your use of the Service
- 4.4 You are not entitled to use or continue to use, and must not attempt to use, the Service when your authorisation has been terminated either by the authorised signatories or at our discretion, or if you have ceased being a Client.
- 4.5 We grant to you, a non-exclusive, non-transferable licence to use the Service subject to these Online Portal Terms, and you agree to be bound by them.

5 ACCESS TO CLIENT'S INFORMATION

- 5.1 You must not access, or attempt to access, information other than that to which you are entitled under Clause 4 above.
- 5.2 You must notify us immediately of any changes or if you no longer wish to access the Portfolio information in accordance with Clause 15.1 below.
- 5.3 You hereby agree to indemnify us, our Associates and their respective members, partners, employees, and our agents and their employees, against any loss or expense suffered or incurred arising from your breach of any term, condition, representation or warranty set out in provision of these Online Portal Terms.
- 5.4 You agree and acknowledge that you shall comply with the security procedures relating to access as specified within these Online Portal Terms and provided by us from time to time.

6 ACTIVATING YOUR ACCOUNT

The procedure for activating the Service will be detailed in an email to you.

7 SECURITY

- 7.1 You must keep all security information such as usernames, passwords, MFA codes and links confidential and must not disclose it under any circumstances to anyone, including our members of staff. You agree to indemnify us against any loss of whatever kind and howsoever arising out of the unauthorised use or disclosure of such information.
- 7.2 You must take all reasonable precautions to prevent unauthorised or fraudulent use of the Service.

- 7.3 You must not keep a record of your account name and password (on a computer or on paper) in any form, which could be accessed and understood by any unauthorised person.
- 7.4 We will not be liable for any losses or costs incurred by you as a result of unauthorised access or usage of your account or for any transactions resulting from such access or usage.
- 7.5 You must notify us immediately if you suspect someone knows your username name and password or if you suspect someone has accessed your account without your permission.
- 7.6 If your account is not accessed for more than a reasonable period of time, it may be deactivated. This is to prevent unauthorised access.

8 USAGE OF THE SERVICE

- 8.1 You must not, and must not attempt to:
 - 8.1.1 gain unauthorised access to the Service;
 - 8.1.2 bypass or breach the security of the Service;
 - 8.1.3 alter, change or modify the Service; or
 - 8.1.4 copy any parts or the whole of the Service.
- 8.2 You should note that if you do any of the above, it may be a criminal offence as well as being a breach of these Online Portal Terms.
- 8.3 You must not do anything which may impair or damage the Service or the reputation of the Service.
- 8.4 Where you are aware of any discrepancies or errors subsisting in the details displayed in the Portal, you shall inform us immediately.

9 PROVISION OF THE SERVICE

- 9.1 We will use reasonable endeavours to ensure that the Service is available. However, we do not make any representations or warranties as to the availability of the Service and do not accept liability for any failure to provide the Service at all or failure to provide the Service temporarily or restrict the provision of the Service for administrative or other reasons. If the Service is unavailable, you may contact us during normal business hours.
- 9.2 We reserve the right to suspend or withdraw operation of the Service at any time. We will try to inform you of any such occurrence as soon as is practicable after such suspension or withdrawal, unless the Service has already been resumed or restored. We reserve the right to suspend immediately and without notice the operation and/or usage of the Service in whole or in part where we consider this to be appropriate as a result of any suspected or actual unauthorised access to the Service by anybody, whether or not such unauthorised access is believed to have affected your account.
- 9.3 You acknowledge that your access to the Service may be prevented by certain factors outside of our control including without limitation the unavailability, in-operation or interruption of internet services or the in-operation or inefficiency or unsuitability of the computer hardware that you use to access the Service. We shall not be liable for any loss or damage in respect of this.

- 9.4 Where the online valuation is not available for any extended time or terminated for any reason whatsoever, if you have opted for online reporting in your Client Investment Profile in lieu of the hard copy valuation being sent via normal mail delivery, the normal delivery method by normal post will be reinstated by us.
- 9.5 We shall not be liable for errors, omissions or inaccuracies regarding any of your details displayed on the Portal which arise out of data transmission or which take place due to machine or software error or which originate from information or data obtained from third parties.
- 9.6 In no event will we be liable for special, indirect, incidental or consequential loss and for damages arising from loss of use, data or profits arising out of or in connection with the Service. Notwithstanding the foregoing our liability shall only be limited to the extent permitted by law.
- 9.7 The Service is currently provided free of charge. We reserve the right to levy charges in the future should we determine circumstances so require. If and when we decide to levy any charges for the Service, we will inform you in writing and you will have the opportunity to terminate the Service under these Online Reporting Terms with immediate notice.
- 9.8 We reserve the right from time to time to make changes or enhancements to the Service and to cease providing the Service or any part thereof. We will, where appropriate and at our discretion, inform you of any such changes or enhancements prior to their implementation, either by e-mail or by post to your last recorded address.
- 9.9 Whilst we will use our reasonable endeavours to ensure that the information provided by the Service is accurate, we will not be liable to you for any losses you may incur as a result of any errors or omissions caused by third parties or (except so far as it arises from our own gross negligence, fraud or wilful default) ourselves.
- 9.10 These Online Portal Terms are available and may be viewed from within the Service. We reserve the right from time to time to vary these Online Portal Terms governing the usage of the Service and such variations or changes shall be effective immediately and any notice thereof will be furnished to you by inclusion within the Service or otherwise.
- 9.11 Any processing of your personal data by us will be in accordance with applicable data protection legislation and as per our privacy policy which can be found at: <https://sarasinandpartners.com/privacy-policy/>
- 9.12 For the avoidance of doubt, for the purposes of applicable data protection legislation, Sarasin will not be relying on consent in order to process personal data pursuant to verification of your details for access to the Portal, but will process such personal data in accordance with applicable data protection legislation and the Sarasin Privacy Policy.

10 CONTENT PROVIDED BY YOU

- 10.1 The Portal has a two-way communication functionality. This allows you to submit queries and correspond with us. As it is a free text box, you may draft your own message. You remain fully responsible for any and all information and material submitted to us using this function.

10.2 You agree to comply with our Terms of Use (which can be found here: <https://sarasinandpartners.com/legal-information/> in using this function. You should not use this function in breach of the Terms of Use. We have the ability to delete unsuitable content once reviewed by us, but the information may still be recoverable during an audit.

10.3 You should not share any personal data, or special category personal data, relating to you or any other person using this function. Data should only be provided by you as necessary and through appropriate means as further detailed in our Privacy Policy.

11 WARRANTIES AND DISCLAIMERS

11.1 We make no express or implied warranties or representations, whether statutory or otherwise, regarding the Service or any part thereof including without limitation with regard to your information displayed on the Portal, except to the extent that any such warranties or representations cannot be excluded by law.

11.2 The Service includes a viewable unaudited interim valuation and also, where applicable, downloadable audited monthly, quarterly, half yearly valuation. It is important for you to note that the holdings, prices and performance reflected in the online unaudited interim valuation report have not been reconciled or checked for accuracy and therefore the figures should be treated as indicative only. You should not treat the information you see for the unaudited interim valuation within the online valuation service as conclusive. We cannot be held liable for any losses or damages (including consequential losses or damages) whatsoever from the use of, or reliance on, the information within the overview of the unaudited interim valuation. Please always refer to your most recently published Investment Report in the Documents section of the Portal.

11.3 We reserve the right to amend the facts and figures on the Portal without providing notification to you.

11.4 The Portal is published solely for informational purposes.

12 TITLE

You agree and acknowledge that you have no title in the Portal and any information concerning you may be displayed on the Portal and any rights you have in respect thereof is strictly as granted to you and/or authorised and solely limited to these Online Reporting Terms.

13 LINKS TO OTHER WEBSITE AND SERVICES

The Portal may contain internet addresses, links and/or hyperlinks to other websites, which are not operated or monitored by us. The links to other sites is for your convenience and we do not accept any responsibility or liability for enabling you to link to any other website, for the contents of any other website, for the security of any other website, or for any consequence of your acting upon the contents of such website. No endorsement or approval of any third parties or their advice, opinions, information, products or services is expressed or implied by any information on the website. It is your responsibility to check the terms and conditions and privacy policies which are applicable to such other third-party sites.

14 COOKIES

- 14.1 By agreeing to these Online Portal Terms you accept that we will use cookies. For more information on this, please refer to our cookie policy which can be found at <https://sarasinandpartners.com/cookie-policy/>

15 TERMINATION

- 15.1 If you wish to stop using the Service, please notify us in writing by post or email and we will deactivate your account. Upon deactivation, you will not be able to access the Service and these Online Portal Terms shall no longer apply.
- 15.2 If the Client Agreement is terminated, we may, at our sole and absolute discretion, continue to allow you access to the Service or restricted version thereof.
- 15.3 The rights granted to you to use the Service will terminate immediately upon any violation by you of these Online Portal Terms. We in our sole discretion, reserve the right to temporarily or permanently terminate your access to, and use of, the Portal at any time and for any reason whatsoever, without notice or liability. Neither we nor any Associate will be liable to you or any third party for any termination of your access to or use of the Portal.

16 GOVERNING LAW

These Online Portal Terms and your use of the Service and Portal shall be governed by and construed in accordance with the laws of England and Wales and any disputes will be decided only by the courts of England and Wales.