

Standard Life Aberdeen (SLA) Charitable Foundation Grant Terms and Conditions:

- (A) **Standard Life Aberdeen Charitable Foundation** has entered into a separate Grant Agreement (“**the Agreement**”) with another party (“**the Charity**”)(together, “**the Parties**”) for the funding of various charitable endeavours (“**the Funded Project**”).
- (B) The Parties agreed within the Agreement the terms hereby outlined (“**the SLA Charitable Foundation Grant Terms and Conditions**”) are deemed incorporated into the terms of the Agreement, as may be amended from time to time.
- (C) Capitalised terms within the SLA Charitable Foundation Grant Terms and Conditions which are not defined herein shall have the meanings set forth in the Agreement.

The terms on which Standard Life Aberdeen Charitable Foundation and the Charity have agreed to enter into this Agreement are as follows:

1. Subject to Section 4, Standard Life Aberdeen Charitable Foundation will donate the total sum as set out in the Agreement (“**the Grant**”).
2. The Grant is restricted to support the Funded Project as detailed within the Agreement.
3. If applicable, Standard Life Aberdeen Charitable Foundation will jointly agree how the funding will be announced, both in terms of plans for media and engagement events. This obligation includes, but is not limited to, entering into separate agreements for the usage of the Standard Life Aberdeen Group (“**SLA Group**”) logos and other intellectual property rights.
4. Notwithstanding anything to the contrary set forth in these SLA Charitable Foundation Grant Terms and Conditions, Standard Life Aberdeen Charitable Foundation has the right to, re-assess, vary, withhold or demand immediate repayment of any part of the Grant and/or terminate this Agreement with immediate effect:
 - 4.1. if the Charity is unable to deliver the Funded Projects;
 - 4.2. if Standard Life Aberdeen Charitable Foundation has reason to believe:
 - 4.2.1.any part of the Grant has not been used in accordance with the budgets set out within the Agreement; or
 - 4.2.2.the Charity or the Funded Project (except where otherwise agreed with Standard Life Aberdeen Charitable Foundation in writing) have departed from the Charity’s plan within the Agreement to a material extent;
 - 4.3. in the event of any conduct, event, circumstance and/or publicity relating to the Charity and/or the Funded Project, which Standard Life Aberdeen Charitable Foundation considers is negative or detrimental to the reputation and/or good standing of the Charity, Standard Life Aberdeen Charitable Foundation and/or each and any of the members of the SLA Group.
5. Measuring Progress of the Funded Project
 - 5.1. If applicable under the terms of the Agreement, the progress of the Funded Project will be measured in relation to the plan provided by the Charity. Progress against this plan will be captured in the reporting table provided in the template in Schedule 2 of the Agreement, together with on-going dialogue between the Parties.
 - 5.2. As and when required, Standard Life Aberdeen Charitable Foundation can request and the Charity shall arrange a meeting with Standard Life Aberdeen Charitable Foundation in a reasonable location to discuss the progress of the Funded Project.
6. Both Parties agree:

- 6.1. to treat any information received about the other, or in the Charity's case about any member of the SLA Group, as confidential, and not to disclose such information to any other party, or make such information publicly available, without the prior written consent of the other, unless required to do so by a court of competent jurisdiction, or to comply with the express request of any governmental or regulatory agency, and in that event only to the extent that disclosure is compellable by law.
 - 6.2. with respect of termination rights that notwithstanding any other provision contained within the Agreement (including these SLA Charitable Foundation Grant Terms and Conditions):
 - 6.2.1. either party may at any time terminate the Agreement by giving 30 days' written notice to that effect to the other party, or if the other party acts in continuing or material breach of the Agreement, either party may terminate the Agreement forthwith; and
 - 6.2.2. on termination of the Agreement howsoever effected, any provision of the Agreement which is by implication intended to continue in force beyond termination will not be affected.
 - 6.3. neither party will be liable for any breach of any obligation under this Agreement that is the result of any event beyond its reasonable control.
7. Charity's Obligations
- 7.1. The Charity will be responsible for the successful delivery, management and development of the Funded Project.
 - 7.2. The Charity will manage the activities and outputs of any third parties involved in delivering the Funded Project which will be noted in the application, if applicable.
 - 7.3. Standard Life Aberdeen Charitable Foundation will hold no responsibility for the health and safety of the individuals participating in the Funded Project and all related events. This will be the sole responsibility of the Charity.
 - 7.4. The Charity will not use the name, logo, statements or other intellectual property of Standard Life Aberdeen Charitable Foundation or the SLA Group without prior written approval of Standard Life Aberdeen Charitable Foundation. In the case of a logo, such written approval will require the issuance of a licence by the SLA Group.
 - 7.5. The Charity will send all press releases, publications and/or statements to be issued by the Charity and/or Funded Project which reference the Grant, the SLA Group or any of its group entities, to Standard Life Aberdeen Charitable Foundation for its prior written approval (which may be given by email).
 - 7.6. If applicable, Standard Life Aberdeen Charitable Foundation will have the opportunity to gather media footage of the Funded Projects with any footage or media shared with the Charity prior to its release in the public domain.
 - 7.7. If applicable, the Charity shall assist Standard Life Aberdeen Charitable Foundation and/or any member of the SLA Group should their employees wish to visit the Funded Project during its term ("**the Term**"). In such event, reasonable prior notice shall be given to the Charity and such employees may be required to comply with reasonable restrictions in relation to child protection, welfare of vulnerable adults, participant safety given known volatility in the region in which the Funded Project operates, or other reasonable circumstances.

- 7.8. Where the Grant is to supplement existing funding arrangements by the Charity for the Funded Project, any reduction in existing funding levels as a result of the Grant will be a material breach of the Agreement unless expressly consented to by Standard Life Aberdeen Charitable Foundation in writing (for avoidance of doubt this excludes email).
- 7.9. The Charity agrees it shall at all times during the Term:
 - 7.9.1. comply with all applicable laws and regulations (including but not limited to the General Data Protection Regulations 2016/679 (as amended or replaced from time to time) and the Bribery Act 2010 (as amended and replaced from time to time));
 - 7.9.2. observe the highest ethical standards in all aspects of the Charity's operation, administration and culture; and
 - 7.9.3. not do anything to bring Standard Life Aberdeen Charitable Foundation and/or any member of the SLA Group into disrepute.
- 7.10. The Charity must keep separate, legible and detailed books of account and records relating to the use of the Grant and shall allow Standard Life Aberdeen Charitable Foundation and/or any member of the SLA Group, their employees, agents and professional advisers to inspect, audit and take copies of any such books of account, VAT records, bank statements or other records of the Charity for Standard Life Aberdeen Charitable Foundation's own auditing, legal or regulatory purpose. These records and accounts shall be kept for at least five years after the Grant has been paid in full.
- 7.11. Upon request by Standard Life Aberdeen Charitable Foundation to novate the agreement to any other member of the SLA Group all, or part of, its rights and obligations under the Agreement, the Charity will execute all documentation necessary to facilitate this at no additional cost.
8. Standard Life Aberdeen Charitable Foundation's Obligations
 - 8.1. Standard Life Aberdeen Charitable Foundation will send all press releases relating to the Grant and/or the Funded Project to the Charity for its prior written approval (which may be given by email), such approval not to be unreasonably withheld.
 - 8.2. Standard Life Aberdeen Charitable Foundation will be responsible for the Grant only and will not be responsible for any further costs.
9. General
 - 9.1. Either party may require the other to stop using its name and/or logo immediately on written request (which may be given via email), where such permission has been granted.
 - 9.2. Neither party shall acquire any rights in the intellectual property rights owned or used by the other and parties shall only use such rights for purposes expressly permitted by the Agreement. All intellectual property rights together with the goodwill attaching to the same, existing on the date of the commencement of the Agreement, are and shall remain the sole property of the party to whom they belonged at such date.
 - 9.3. Both parties agree not to disclose to any third party other than its professional advisors or as required by law or as agreed by the parties in writing, any financial information (other than information already in the public domain) relating to the Agreement or any information relating to the business affairs of the other.
 - 9.4. The Agreement together with the SLA Charitable Foundation Grant Terms and Conditions (as may be amended from time to time) constitute the entire agreement and understanding of the parties and supersedes any previous agreement or arrangement between the parties relating to this agreement of its subject matter.

- 9.5. No one other than a party to the Agreement or a member of the SLA Group shall have any right to enforce any of its terms.
- 9.6. The Agreement may be executed in any number of counterparts and by different parties on separate counterparts, all of which shall have the effect of a single copy of the Agreement.
- 9.7. The Agreement and any non-contractual obligations arising out of or in connection with it shall be governed and interpreted in accordance with the laws of England and Wales. Each party irrevocably agrees the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of the Agreement, or its subject matter or formation (including non-contractual disputes or claims).