

1. **Our Agreement**
  - 1.1 These Terms set out the basis on which Coutts & Co. (referred to in these Terms as “we”, “us” or “our”) agree to sponsor the Event.
  - 1.2 These Terms shall come into effect when we receive a written and signed confirmation that you agree to be bound by them.
  - 1.3 We may amend any part of these Terms by giving you at least 30 days’ notice (unless clause 1.4 applies). We will only make changes for good reason, including but not limited to:
    - (a) Making the Terms clearer or more favourable to you;
    - (b) Rectifying any mistakes that may be discovered in due course; or
    - (c) Reflecting a change of applicable law or regulation.
  - 1.4 Any amendment which is made to reflect a change of applicable law or regulation, or which is in your favour, may take effect immediately or otherwise as we may specify.
2. **Appointment**
  - 2.1 You hereby appoint us in accordance with the Sponsorship Status and grant to us the Sponsorship Benefits. We hereby agree to sponsor the Event in accordance with the Terms.
  - 2.2 In addition, you undertake to us that you have and will maintain at all times any authorisation, licence and/or permission that you require to provide the Sponsorship Benefits or hold the Event.
  - 2.3 You undertake to us that the Event will be performed in the format outlined in the Schedule, in an efficient, effective and safe manner in accordance with (a) Good Industry Practice; (b) all laws and regulatory requirements from time to time applicable to the performance of the Event and in accordance with Good Environmental Practice; (c) all lawful and reasonable directions, instructions and requests made by us; and (d) by Staff who have the requisite skills, qualifications and experience to provide the Event.
- 2.4 You will advise us immediately on becoming aware that you may be unable to perform any of your obligations in accordance with these Terms.
- 2.5 We will not be liable in any way for the organisation and running of the Event. You agree to indemnify us against all losses, costs, claims, demands, expenses and liabilities of any nature arising from any breach by you of these Terms or any negligence, recklessness or wilful misconduct of you, your Staff, agents or contractors.
- 2.6 We are entitled to an opportunity for first refusal of the sponsorship of any subsequent Events. The process for this is set out in the Schedule.
3. **Sponsorship Fees**
  - 3.1 In consideration of the performance of your obligations these Terms, we shall pay you the Sponsorship Fees. The Sponsorship fees are exclusive of VAT and shall be paid by us once within thirty (30) days of the receipt of a valid VAT invoice quoting the purchase order number(s) allocated by us.
  - 3.2 Sums due by us to you under these Terms may be set off against any sum of money due by you to us.
  - 3.3 The Sponsorship Fees are inclusive of all travel, subsistence and other incidental expense incurred by you, Staff and your subcontractors in respect of the provision of the Event and the Sponsorship Benefits
  - 3.4 We will have the right to retain any payments under this Agreement that would otherwise be due to you where we dispute, in good faith, that you have properly performed your obligations under these Terms.
  - 3.5 Payment by us will not affect any claims or rights which we may have against you. Payment will not amount to any admission by us that you have satisfactorily performed your obligations under these Terms.

## 4. Warranties and Undertakings

4.8

you will not, without our prior written approval, enter into any partnerships with or grant sponsor status to any person, firm or company in relation to the Event;

You warrant and undertake to us that:

4.1 you have and will continue to have sufficient resources as well as appropriate authorisation, licence, and/or permission to properly provide the Sponsorship Benefits and perform the Event and your obligations in accordance with these Terms;

4.9

you will ensure that no Competitor shall have a presence at the Event for the purposes of promoting, marketing or advertising products and services which are within the Brand Sector;

4.2 each Key Person is able, and is under a legal obligation, to attend the Event and to take all steps reasonably expected of them by us as part of the Event;

4.10

you shall ensure that any reference to the Event in any media makes a clear association with us and our Sponsor Status;

4.3 you will ensure the safe, professional and effective performance of the Sponsorship Benefits and delivery of the Event in line with any approved time scales, operational and logistical plans as may be set out in the Schedule;

4.11

you shall ensure that you own and control the Event logo(s) and no third party will be authorised by you to use any of the Event logo(s) in conflict with the Sponsorship Benefits granted to us in these Terms; and

4.4 you will, and will ensure that your Staff, agents and permitted subcontractors will, comply with all relevant laws, regulations, bye-laws, British Standards and EU or international standards and will do nothing to cause us to be in breach of any applicable laws and/or regulations;

4.12

you have full power and authority to enter into this Agreement and to perform your obligations hereunder.

4.5 you will ensure that you and none of your directors, employees (including Staff), agents or representatives shall make any defamatory or derogatory statements or shall take part in any activities which are or might be derogatory to or are or might otherwise be detrimental to the reputation, image or goodwill of us and our Logo or otherwise adversely affect the value of the Sponsorship Benefits;

## 5. Staff

5.1

You will ensure that there will at all times be a sufficient number of competent and properly trained and qualified Staff engaged in, and adequate resources made available for, the provision and performance of your obligations under these Terms.

4.6 you shall only use our Logo in accordance with these Terms and having first sought and obtained our prior written approval for any such use of our Logo;

5.2

You will (and you will ensure that all subcontractors and members of Staff will) comply with any of our relevant policies and procedures (such as health and safety, physical, systems and information security policies).

4.7 you shall, prior to publication, distribution or usage, discuss and agree all marketing strategies and any Promotional Materials in respect of the Event with us and you will not publish, distribute or otherwise use any marketing strategies or Promotional Materials without our prior written approval;

5.3

If we (acting reasonably) determine that a member of the Staff should be removed from the provision of the Sponsorship Benefits or the Event, we will tell you in writing and you will immediately remove that person from the provision of the Sponsorship Benefits or the Event and you will not permit that person to be involved subsequently in the provision of the Sponsorship Benefits or provision of the Event without our prior written consent.

## 6. Title and Risk

You agree that all Coutts Property which is held in your possession or under your control will be held at

your risk and liability. You shall ensure that all Coutts Property is identified as Coutts Property and, where practical, is segregated from other property held by you.

## 7. Intellectual Property Rights

7.1 You will not obtain rights in any Coutts Property.

7.2 Upon request by us, you will at your expense promptly return to us or destroy any Coutts Property then in your custody, control or possession, or procure this is done in relation to any Coutts Property in the possession of your subcontractors

7.3 You hereby grant us a non-exclusive, royalty free licence for the duration of these Terms to use any of your Intellectual Property Rights, including, without limitation, your name, your logo and the Event Title, for the purposes of us publicising our sponsorship of the Event. Upon request by us, you shall supply any necessary artwork or copies of your logo or the Event Logo in order for us to exercise our rights under this Clause 7.3.

7.4 We hereby grant to you a non-exclusive, royalty free licence for the duration of these Terms to use our logo, for the purposes of you publicising the Event and the Sponsorship Benefits under these Terms. Upon request by you, we shall supply any necessary artwork or copies of our logo in order for you to exercise your rights under this Clause 7.4.

7.5 You shall not adopt or use any mark, drawing, symbol, emblem, logo, designation, name or words capable of being confused with any part of our logo, nor use our logo or any part of our logo in your trading name or corporate name.

7.6 The obligations in this clause will remain in full force and effect following the termination or expiry of these Terms.

## 8. Confidentiality

8.1 Except to the extent set out in this clause, you shall treat as confidential all Confidential Information obtained from us and will not, without our prior written consent, disclose or use such Confidential Information.

8.2 Clause 8.1 does not prohibit disclosure of Confidential Information to (a) your employees, agents and permitted subcontractors who need to know it; or (b) your auditors, professional advisors, HM Revenue & Customs and any other person having a statutory or regulatory right to request and receive that information (including a Regulator).

8.3 You shall ensure that any person mentioned in Clause 8.2 is made aware, prior to any disclosure of Confidential Information, that it is confidential. You shall procure that such person complies with the duty of confidentiality imposed by these Terms as if they were a party to it.

8.4 In the event that you are required by law to disclose our Confidential Information or any Personally Identifiable Information relating to us or our customers, you shall, to the extent you are legally permitted to do so, give us as much notice of such as is possible and provide us with such assistance as we may request to attempt to prevent or limit such disclosure.

8.5 You shall not make any announcement or disclosure about these Terms without our prior written consent.

8.6 On termination or expiry of these Terms, you shall forthwith cease to use any Confidential Information and shall return, or at our request, destroy or permanently erase all copies of that Confidential Information in your possession or control, save you will be permitted to retain one copy of such part of the Confidential Information for the purposes of and for so long as required by any law or by judicial or administrative process or your legitimate internal compliance issues.

8.7 The obligations in this clause will remain in full force and effect following the termination or expiry of this Agreement.

## 9. Regulatory Requirements

You acknowledge that we are subject to regulation by the Regulators in the countries in which we operate. You agree that you will give us all assistance that we reasonably require to comply with these requirements.

## 10. Liability

10.1 Neither you nor we will be liable to each other regarding these Terms for any direct loss or damage, whether caused by breach of contract or tort (including any negligence or breach of statutory duty) or arising in any other way, in excess of:

- (a) £[ ],000,000 Sterling in respect of loss or damage to tangible property per claim or series of related claims; and
- (b) in other cases, £[ ],000,000 Sterling per claim or series of related claims.

10.2 The limits and exclusions of liability set out in clause 10.1 do not apply to (a) any liability that you may have under clauses 7 (Intellectual Property Rights), 8 (Confidentiality) or 13 (Data Protection); (b) liability for death or personal injury caused by a party's negligence or that of your employees or agents; (c) loss caused by fraud or fraudulent misrepresentation; or (d) any loss which by law cannot be excluded or limited.

## 11. Insurance

You shall maintain at your own cost sufficient insurance policies with a reputable insurance company to cover potential liabilities which you may have under these Terms. If so requested by us, you shall provide to us a certificate from your insurers or insurance brokers confirming that the insurance is in force, with cover of no less than the limits of liability set out in Clause 10 and that the current premiums have been paid.

## 12. Business Continuity

You will ensure that at all times you have in place (and are able to implement) a business continuity and disaster recovery plan which will ensure the continued performance and operational resilience of your business and your ability to deliver the Sponsorship Benefits. You will update and test this plan at least every 12 months, in line with Good Industry Practice.

## 13. Data Protection

13.1 If we pass to you, or otherwise give you access to, personal data (as defined in the Data Protection Act 1998 – the "DPA"):

- (a) you will process the personal data in accordance with our instructions and will not process personal data held by you under these Terms except in accordance with these Terms or otherwise on our instructions;
- (b) you will acquire no rights or interest in the personal data and will return such personal data to us on our demand;
- (c) you will implement appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of or damage to personal data as if you were the data controller in relation to those personal data in compliance with the DPA and will permit us to audit those measures on reasonable prior notice;
- (d) you will not transfer any of the personal data outside the European Economic Area except with our prior written consent and in accordance with any additional terms that we may impose on such transfer. The foregoing provisions of this clause shall also apply to any further transfer (i.e. any transfer made subsequent to a transfer outside the European Economic Area) of the personal data; and
- (e) You will not subcontract any of your duties or obligations under this clause or the DPA without our prior written consent.

## 14. Termination and other remedies

14.1 These Terms may be terminated by us:

- (a) at any time by giving you a minimum of thirty (30) days' prior written notice;
- (b) immediately, or within such period of time as the requirements of the Regulator permit, in circumstances in which termination is necessary for the purposes of meeting the requirements from time to time of a Regulator;
- (c) immediately if you cease trading, admit that you are, become or are declared unable to pay your debts as they fall due within the meaning given by Section 123 of the Insolvency Act 1986, enter administration, are the subject of an administration order or proposes to or enter into any voluntary arrangement or scheme of arrangement with your creditors, become or are declared insolvent, have a liquidator, receiver or administrative receiver appointed or pass a resolution for winding up or if a court having proper authority makes an order to that effect;
- (d) immediately if you are the subject of any similar event or steps in any jurisdiction outside England which is analogous with any of the events or procedures in clause (c);
- (e) immediately if we become aware that there has been a Change of Control or Substantial Disposition;
- (f) immediately if you materially breach these Terms;
- (g) immediately if any Key Person is unable to attend the Event; or
- (h) in accordance with Clause 17.7.

14.2 Any termination or expiry of these Terms will not affect any rights or liabilities of either party that may have accrued before termination or expiry or any provisions of these Terms that are expressly or by implication intended to come into or continue in force on or after such termination or expiry.

## 15. Consequences of Termination or Event Cancellation

15.1 Where these Terms are lawfully terminated by us then you will immediately repay to us any portion of the Sponsorship Fees which has been paid in advance and which relates to the period after the date of termination.

15.2 If you believe for whatever reason that you will (a) have to cancel or materially alter the Event for any reason; (b) be unable to deliver any of the Sponsorship Benefits precisely as set out in these Terms, you shall notify us immediately and shall discuss and agree with us any contingency plans that may be appropriate in the circumstances.

15.3 If you believe for whatever reason that any Key Person will be unable to attend the Event you shall notify us immediately.

15.4 You must use all reasonable endeavours to mitigate any losses and to minimise any expenditure arising from any cancellation of the Event so as to ensure that the Sponsorship Fees are not used unnecessarily.

15.5 If the Event or Sponsorship Benefits need to be altered, for whatever reason, you and we will negotiate in good faith a proportionate reduction of the Sponsorship Fees to reflect the reduced value of the Sponsorship Benefits.

15.6 In the event that you do not refund any portion of the Sponsorship Fees which is due to be repaid in accordance with this clause within five (5) Business Days of the termination of this Agreement, you shall pay interest at a rate equal to three (3) per cent per annum above the published Royal Bank of Scotland base rate from time to time on such outstanding sums from time to time until payment is made in full.

## 16. General

16.1 Neither party may assign or otherwise transfer these Terms or any of their rights and obligations under them whether in whole or in part without the prior written consent of the other.

16.2 You may not subcontract with any person (including appointing any agent, consultant or contractor) to

- perform any part of this Agreement, without obtaining our prior written consent. You will be responsible for any acts, or failures to act, of your subcontractors as if they were the Event Holder's acts or failures to act.
- 16.3 These Terms constitute the entire agreement between the parties with respect to the Event. These Terms supersede any previous agreement between the parties relating to the subject matter thereof. Each of the parties acknowledges and agrees that in entering into this Agreement, it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) other than as expressly set out in this Agreement. Nothing in this clause shall operate to exclude any liability for fraud.
- 16.4 If any clause (or part of a clause) of these Terms should be found not to be valid, lawful or enforceable by a court having proper authority or if the law changes so that it becomes invalid, unlawful or unenforceable to any extent the clause (or part affected) will be treated as having been deleted from the remaining terms of these Terms which will continue to be valid.
- 16.5 No delay or failure by us to exercise our rights under these Terms shall constitute a waiver of those rights. In addition, if we waive a right on one occasion this does not mean that we have lost (or waived) that right on a later occasion.
- 16.6 A person who is not party to these Terms shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Terms.
- 17. Anti-corruption & Bribery**
- 17.1 You shall comply with, and the Sponsorship Benefits and any services you provide in connection with the Event will be performed in accordance with, the Anti-Corruption Laws and that you shall not do, nor omit to do, any act that will lead to us being in breach of any of the Anti-Corruption Laws.
- 17.2 You shall have in place and comply with your own anti-bribery and corruption procedures/policy to ensure that you comply with the Anti-Corruption Laws ("Adequate Procedures").
- 17.3 You shall review your Adequate Procedures on a regular basis and shall promptly implement any amendments to them which you consider necessary for continued compliance with the Anti-Corruption Laws.
- 17.4 You shall co-operate with us and promptly provide us with any information or confirmation which we require from time to time in connection with your obligations pursuant to this clause. This may include requiring you to complete our Anti-Corruption Due Diligence Questionnaire and enabling us, whether ourselves or through an agent, to conduct an audit of records and information held by you or your subcontractors or any other relevant person. You acknowledge that we will place reliance upon the information provided. This obligation shall continue after the expiry or termination of these Terms.
- 17.5 You shall immediately notify us in writing of any suspected or known breach of your Adequate Procedures or any of the Anti-Corruption Laws. This obligation shall continue after the expiry or termination of these Terms if the breach relates in any way to the services you are providing, these Terms or the RBS Group.
- 17.6 You shall ensure that any person employed by you or your sub-contractors or any person acting on your behalf in the provision of the Event and/or the Sponsorship Benefits complies with the terms of this clause. You shall be responsible for ensuring that terms equivalent to this clause are included within any subcontract you use in relation to the provision of the Event and/or the Sponsorship Benefits, such that these terms flow down to the subcontractor.
- 17.7 We shall have the right to suspend and/or terminate these Terms for material breach immediately, or on such other time specified by us, upon written notice to you if (i) you, or any person employed by you or acting on your behalf (whether with or without your knowledge) fails to comply with any of the Anti-Corruption Laws or is in material breach of the Adequate Procedures; or (ii) we have a reasonable suspicion that an occurrence as specified in paragraph (i) of this Clause 17.7 has occurred.
- 17.8 In the event of breach by you of this Clause 17 you shall be liable, without prejudice to your other

liabilities to us arising from such breach, for any costs or expenses (including reasonable legal fees) incurred by us in investigating a breach or suspected breach of these Terms.

17.9 Regardless of any other provision in these Terms, we shall not be obliged to do, nor obliged to omit to do, any act which would, in our reasonable opinion, put us in breach of any Anti-Corruption Laws.

## 18. Law

These Terms, any non-contractual obligation arising out of or in connection with these Terms and any Dispute relating to the same shall be governed by English law and the English courts will have authority to settle any Dispute. We shall be free to take action against you in the English courts or in the courts of any other country which has jurisdiction and authority to settle the Dispute. You may only take court action against us in the English courts.

## 19. Definitions and Interpretations

19.1 The expressions which follow are given these meanings unless the context in which they are used requires a different meaning:

"**Anti-Corruption Laws**" means (a) the United Kingdom's Bribery Act 2010; and (b) any anti-bribery or anti-corruption related provisions in criminal and competition laws and/or anti-bribery or anti-corruption laws of the jurisdiction in which the Event Holder holds the Event and/or provides Sponsorship Benefits, together with any amending, consolidating or successor legislation or case law which has effect from time to time in the relevant jurisdiction;

"**Brand Sector**" means financial services, banking, insurance services and credit card services;

"**Business Day**" means a day on which we are open for business in Edinburgh or London other than when it is only open for twenty-four (24) hour electronic banking;

"**Change of Control**" means that there has been a direct or indirect change in your ownership, resulting in 50% or more of the total voting rights in your shares being held directly or indirectly by a person

who did not hold 50% or more of such voting rights as at the date that you agreed to be bound by these terms;

"**Competitor**" means any third party other than us or any member of the RBS Group (a) whose business activities falls in substantial part into the Brand Sector; and/or (b) who markets its business activities under a brand common with, or similar to, another person whose business activities fall, in substantial part, into the Brand Sector;

"**Confidential Information**" means information that is designated as 'confidential' or which by its nature is clearly confidential. Confidential Information includes (without limitation) any information concerning the technology, technical processes, business processes, procedures, personal data, business affairs, financial affairs and finance of us, our customers, employees and suppliers. Our security procedures and the layout of our premises are also included within the definition of Confidential Information. Confidential Information may take the form of:

- (a) documents, technical specifications, unpublished patent specifications, data, drawings, plans, processes, photographs, databases, computer software in disk, cassette, tape or electronic form and data storage or memory in, and items of, computer hardware; or
- (b) oral descriptions, demonstrations or observations;

Confidential Information includes (without limitation) information which is in transit to/from, supplied to, stored by, processed or marked for destruction by you;

"**Coutts Property**" means all items of property (including, without limitation, our equipment, our logo and any other trademarks) belonging to us and issued to you for the purposes of the Event;

"**Dispute**" means any dispute, difference or question of interpretation arising out of or in connection with this Agreement, (including any dispute regarding pre-contractual negotiations, the existence, validity or termination of this Agreement or the consequences of

non-existence or invalidity of this Agreement) whether contractual or non-contractual;

"**Event**" means the event as set out in the Schedule;

"**Event Title**" means the title of the Event (if any) as set out in the Schedule or such other title as the parties may agree from time to time;

"**Good Environmental Practice**" means complying with all environmental standards imposed by any applicable laws;

"**Good Industry Practice**" means that the Event and the Sponsorship Benefits will be performed in an efficient, effective, reliable, professional and safe manner and with the standard of skill, care, knowledge and foresight which would reasonably and ordinarily be expected from an experienced person engaged in providing services which are the same as, or similar to, the Event and Sponsorship Benefits provided under the Agreement;

"**Intellectual Property Rights**" means any of these rights, namely:

- (a) patents, trade marks, rights in designs, get-up, trade, business or domain names, copyrights including rights in computer software and databases (including database rights) and topography rights (in each case whether registered or not and, where these rights can be registered, any applications to register or rights to apply for registration of any of them), and where applicable any goodwill therein; and
- (b) rights in inventions, know-how, trade secrets and other confidential information; and
- (c) any other intellectual property rights which may exist at any time in any part of the world;

"**Key Person**" means any person whose specific personal presence at the Event is important to the Event, is intended to increase the popularity of the Event or otherwise incentivise attendance at the Event, including any person designated as a Key Person in the Schedule;

"**Personally Identifiable Information**" means information which can be used to identify, contact, or locate a single living or deceased individual or can be used with other sources of information to uniquely identify a single living or deceased individual: Personally Identifiable Information includes, but is not limited to, personal data (as defined in the DPA);

"**Promotional Materials**" means any advertisements (in any media), packaging and other promotional or display material which is manufactured produced and/or distributed by or on behalf of the Event Holder and which relates to the Event;

"**Regulator**" means any regulator or regulatory body (including the Financial Conduct Authority and the Prudential Regulation Authority) to which we are subject from time to time or whose consent, approval or authority is required so that we can lawfully carry on our business;

"**Schedule**" means the schedule setting out details of the Event that is attached to and forming part of these Terms;

"**Sponsorship Benefits**" means the rights to be provided to us by you as set out in the Schedule and such other rights or services as may be agreed between you and us;

"**Sponsorship Fees**" means the fees set out in, or calculated in accordance with the Schedule;

"**Sponsorship Status**" means the official, principal, sole and/or exclusive sponsor of the Event or such similar designation as we may agree;

"**Staff**" means those persons employed or engaged by you from time to time to provide the Sponsorship Benefits and performance of the Event. The definition of "Staff" will also include the staff of any subcontractor appointed by you;

"**Substantial Disposition**" means the sale of the whole or a substantial or significant part (to be ascertained in our sole discretion) of your business;

"**Terms**" means these Terms and Conditions together with the Schedule at the end of these Terms, as may be amended from time to time;



- 19.2 Unless the context requires a different interpretation,
- (a) words used in the singular tense should be interpreted to include the plural tense and vice versa. Words which refer to one gender should be interpreted to include other genders;
  - (b) a reference to a person such as a company, a firm or an individual will include other corporate bodies and unincorporated associations and vice versa;
  - (c) any reference to a "subcontractor" of a party will be deemed to include any agent, consultant or contractor of that party;
  - (d) any use of the word "including" will not be limited by the words that follow.
- 19.3 In the event of any conflict or inconsistency between them, the terms of these Terms and Conditions will prevail over the terms of the Schedule, and the relevant provisions of the Schedule should be construed accordingly.