

**Dated**

**2018**

**[THE ROYAL BANK OF SCOTLAND PLC / NATIONAL WESTMINSTER BANK  
PLC]**

**AND**

***[INSERT ELIGIBLE BANK]***

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**INTER-BANK AGENCY DEED**

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**This Deed is made on**

**2018**

**Between**

- (1) [The Royal Bank of Scotland plc a company incorporated in Scotland whose registered office is at 36 St Andrew Square, Edinburgh, United Kingdom, EH2 2YB / National Westminster Bank plc a company incorporated in England whose registered office is at 135 Bishopsgate, London, United Kingdom, EC2M 3UR] (the **Agent**).
- (2) [*Insert name of Eligible Bank*] whose registered office is at [ ] (the **Bank**).

**Background**

- (A) The Bank wishes to appoint the Agent as an agent of the Bank in order to provide from the Premises the Services to customers of the Bank.
- (B) The Agent wishes to accept such appointment, subject to and on the terms set out below.

**In this Deed it is agreed**

**1 Definitions and interpretation**

- 1.1 In this Deed unless the context otherwise requires:

**Accounts** means the relevant accounts of the Customers with the Bank.

**Agency** means the arrangement between the Agent and the Bank created by and subject to the terms of this Deed.

**Agent's Group** means the Agent and its holding companies and subsidiary undertakings and any subsidiary undertaking of any such holding company from time to time.

**Agent Trade Marks** means any trade marks, service marks, business, company or trade names, logos, get-up, or URLs or domain names (**Names**), in each case, owned or registered by any member of the Agent's Group (including any Names that include (in whole or in part) any of the marks ROYAL BANK OF SCOTLAND, RBS, the daisy logo (as represented by EU trade mark registration no. 5617824), NATWEST, NATIONAL WESTMINSTER BANK and BANKLINE), and any marks which are confusingly similar to, or dilutive of, any such Names.

**Applicable Laws** means all applicable laws, statutes, rules and regulations, guidance and codes of practice including without limitation:

- (a) the Privacy and Electronic Communications Regulations 2003, the Disability Discrimination Act 1995 and the Equality Act 2010;
- (b) Anti-Money Laundering Regulations;
- (c) Data Protection Legislation;
- (d) Relevant Regulations; and
- (e) FSMA.

**Anti-Money Laundering Regulations** means the Money Laundering Regulations 2007 (SI2007/2157) together with the Guidance Notes for the Financial Sector issued by the Joint

Money Laundering Steering Group and any other relevant guidance issued by a regulatory authority or industry body.

**Business Day** means any day other than a Saturday or a Sunday, excluding any day that is a public holiday in England.

**Business Hours** means the normal business hours of the relevant Premises.

**Change of Control** means when any person, or group of persons acting in concert (as defined in the City Code on Takeovers and Mergers), gains Control over an entity in circumstances where they did not already exercise Control over such entity.

**Control** means, with respect to any entity:

- (a) 50.1% or more of the beneficial or legal ownership of such entity; or
- (b) the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity, whether through the ownership of voting securities (or other ownership interest), by contract or otherwise.

**Customer** means any customer with an account at the Bank.

**Data Controller** has the meaning given to it in the Data Protection Legislation.

**Data Processor** has the meaning given to it in the Data Protection Legislation.

**Data Protection Legislation** means, as applicable from time to time (a) the Data Protection Act 1998, (b) the General Data Protection Regulation (2016/679), (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003, and (d) other relevant data protection related legislation or regulations which govern the conduct of the Parties in relation to activities pursuant to this Deed.

**Deed** means this Inter-Bank Agency Deed.

**Deed of Novation** means the template deed of novation substantially in the form set out in Schedule 6 (Deed of Novation).

**DISP Rules** means the 'Dispute Resolution: Complaints' Rules as set out in the FCA Handbook.

**FCA** means the Financial Conduct Authority or any replacement or successor regulator or regulators.

**Fee Schedule** means the schedule of fees set out in Schedule 5, as may be amended in writing between the Parties from time to time.

**Fees** means the fees, if any, payable by the Bank to the Agent pursuant to Schedule 1.

**Force Majeure** means any cause preventing the Agent from performing any or all of its obligations under this Deed which arises from or is attributable to acts, events, circumstances, omissions or accidents outside or beyond the reasonable control of the Party so prevented including (without limitation):

- (a) market conditions affecting the execution or settlement of transactions, currency restrictions, devaluations and fluctuations;

- (b) an act of terrorism or of God, war, riot, civil commotion;
- (c) breakdown or failure in communications not reasonably within the control of the Party invoking Force Majeure;
- (d) fire, flood, storm;
- (e) any change to the law, order or regulation of a governmental, supranational or regulatory body; or
- (f) failure of any relevant exchange, clearing house and/or broker for any reason to perform its obligations.

**FSMA** means the Financial Services and Markets Act 2000.

**Group** means the Bank and its holding companies and subsidiary undertakings and any subsidiary undertaking of any such holding company from time to time.

**Initial Term** means the period from the date of this Deed until ***[three years from IS Commencement Date]***.

**Insolvent** means in respect of the Bank or the Agent, as applicable:

- (a) it is unable to or admits inability to pay its debts as they fall due, defaults on making payments of any of its debts or by reason of actual or anticipated financial difficulties commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;
- (b) a moratorium is declared in respect of any of its indebtedness;
- (c) a composition, compromise, assignment or arrangement is executed with any creditor;
- (d) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager or other similar officer over any of its assets; or
- (e) the occurrence of any event in any jurisdiction to which it is subject having the same effect as any of the events referred to in paragraphs (a) to (d) above.

**Intellectual Property Rights** means trade marks, service marks, rights in trade names, business names, domain names and URLs, get-up, patents, rights in inventions, registered and unregistered design rights, copyrights, database rights, trade secrets, know-how, rights in information, and all other similar rights in any part of the world including, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations.

**IS Scheme** means the proposal pursuant to which the Bank may be provided with funds, on the terms set out in an Incentivised Switching Agreement dated [.] between Banking Competition Remedies Limited and the Bank, to be used to encourage certain customers to switch products and services from the Agent to the Bank.

**IS Scheme Customer** means any Customer who has switched its account from the Agent to the Bank pursuant to the IS Scheme.

**Key Person** means at the relevant time a member of the board of directors of the Bank.

**Letter of Introduction** means the letter provided by the Bank to the Agent for each Customer in order to provide the Agent with all of the information that it requires in order to serve the Customer, a template for which is set out in Schedule 2 (Letter of Introduction) of this Deed.

**Liabilities** means any losses, damages, liabilities, fees, costs, claims, demands and/or expenses.

**Losses** includes but is not limited to losses, damages, costs, claims, liabilities, charges, demands and expenses.

**Open Credit Facility Form** means the form to be completed by a Customer and delivered to the Agent substantially in the form set out at Schedule 3 (Open Credit Facility Form) to this Deed.

**Party/Parties** means a party or both parties to this Deed.

**Personal Data** means any personal data (as such term is defined in the General Data Protection Regulation (2016/679)) processed by the Agent for the performance and management of the Services.

**PRA** means the Prudential Regulation Authority (as defined by FSMA) or any replacement or successor regulator or regulators.

**Premises** means all of the Agent's [RBS / NatWest]-branded branches in England, Wales and Scotland or such other place or places as may be notified from time to time by the Agent to the Bank. For the avoidance of doubt, all Mobile banks, Ulster Bank, Coutts, Holt's, Adam & Co, Drummonds and Child & Co branded branches are not included in this definition.

**Regulator** means either the PRA or the FCA when exercising, or proposing to exercise, a power given to it under FSMA or such other regulator as supervises the Bank or the Agent.

**Relevant Regulations** means the rules and regulations published, prescribed or applied by the FCA or PRA, including the FCA and PRA Handbooks and in particular the Banking Conduct of Business Sourcebook (BCOBS).

**Reputational Risk Event** means where any one of the following has occurred:

- (a) a Key Person has been convicted of a criminal offence for a breach of any Applicable Law which is punishable by more than 2 years in prison;
- (b) the Bank has paid a fine imposed by the Regulatory Authorities for a breach of the FCA Rules and/or PRA rules in excess of £1,000,000;
- (c) the Bank has received a public censure by the FCA and/or PRA in relation to any one of the Principles for Business; or
- (d) the FCA has used formal powers under sections 55J of or 55L of FSMA to reduce the scope of the Bank's permission.

**Restricted Information** means information in any form which is disclosed or otherwise made available to the Agent or to the Bank pursuant to or in connection with this Deed.

**Services** means all or any of the following counter services undertaken by the Agent on behalf of the Bank pursuant to this Deed:

- (a) undertaking Transactions on behalf of the Bank;
- (b) such other related activities as the Bank and the Agent may agree in writing from time to time.

**TCF** means the FCA Initiative which requires an authorised firm to pay due regard to the interests of its clients and to treat them fairly.

**Term** means the term of this Deed subsisting at the relevant time.

**Transaction** means

- (a) a cash withdrawal (credit open) from an Account by the presentation of a cheque in accordance with credit open arrangements;
- (b) a cash deposit into an Account;
- (c) a cash exchange for a different denomination in £GBP; or
- (d) payment of a cheque into an Account,

and, for the avoidance of doubt, excludes the use of night safes and cash and deposit machines (CDMs).

- 1.2 Any reference in this Deed to **writing** or **written** includes a reference to electronic means of communication and any reference to **document** or to a particular document includes information held in a computer or in any other reproducible form.
- 1.3 Any reference in this Deed to an Act of Parliament includes any statutory instrument made under it and any replacement of or changes to them.
- 1.4 Where the Agent or Bank comprises more than one person, any obligations of the Agent or Bank set out in this Deed are joint and several obligations and any statement or notice given by or to one person is deemed to be given by or to such party jointly and severally, as appropriate.
- 1.5 Where any act (including a right of entry to the Premises) is to be done by or on behalf of the Agent it may be done by an employee, agent or representative of the Agent, or of a member of the Agent's Group, in each case authorised for the purpose.
- 1.6 The terms of this Deed and any obligations herein shall apply to all employees, agents, representatives or other persons under the control or direction of the Agent or otherwise providing the Services at the Premises, and the Agent shall procure their compliance with the same.
- 1.7 Any act or omission of an employee, agent or representative, or other person under the control or direction of the Agent, or who is otherwise providing the Services, will be treated as an act or omission of the Agent for the purposes of this Deed.
- 1.8 In this Deed, the words other, includes, including, for example, and in particular, do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

- 1.9 This Deed incorporates the Schedules to it which shall be considered incorporated by reference. In the event of any conflict between any Schedule and the terms set out in the clauses of this Deed, the terms set out in such clauses shall prevail.
- 1.10 The remedies set out in this Deed are cumulative and not exclusive of each other.
- 1.11 Any reference to a liquidator or administrator includes a bank liquidator and a bank administrator appointed under the Banking Act 2009 and an investment bank special administrator appointed under the Investment Bank Special Administration Regulations 2011, as the context may require.
- 1.12 A “**stabilisation power**” is a reference to any or all of the powers specified in section 1(4) of the Banking Act 2009.
- 1.13 A “**crisis management measure**” shall have the meaning given to it in section 48Z of the Banking Act 2009.
- 1.14 The words “**holding company**” and “**subsidiary undertaking**” shall have the same meaning in this Deed as their respective definitions in the Companies Act 2006.

## **2 Appointment of Agent**

- 2.1 The Bank appoints the Agent on a non-exclusive basis as its agent for the provision of the Services at the Premises during Business Hours.
- 2.2 The Agent is authorised as agent for the Bank to provide the Services from the Premises and accordingly the Agent is authorised to:
- (a) process the Transactions for the Customers; and
  - (b) conduct such other related activities as the Bank and the Agent may agree in writing from time to time.
- 2.3 The Agent shall not be required to do anything other than such matters set out in this Deed, and in particular shall not be required to:
- (a) conduct any "know your customer" or other similar checks required under the Anti-Money Laundering Regulations or other Applicable Laws in respect of any Customer; and
  - (b) conduct any credit checks or other similar checks in respect of any Customer.

## **3 Term**

The Parties' obligations under this Deed will commence from the date hereof and will continue for the Initial Term unless this Deed is (a) extended in accordance with clause 17.1, or (b) terminated earlier in accordance with the provisions of clause 17 (Extension and Termination).

## **4 Provision of Services**

- 4.1 The Services are to be provided by the Agent during Business Hours in accordance with this Deed (including Schedule 4 (Counter Services)), and subject to compliance with any Applicable Law.

- 4.2 Subject to clause 16, the Agent will provide the Services to a Customer within 10 Business Days of the receipt of a Letter of Introduction and, in the case of encashment services, an Open Credit Facility Form in respect of that Customer. The Agent is under no obligation to provide the Services to any Customer for which it has not received a fully completed Open Credit Facility Form (in relation to encashment services) and Letter of Introduction.
- 4.3 The Agent may carry on the Services at any location other than (or in addition to) the Premises, by first notifying the Bank of its intention to relocate the provision of the Services.
- 4.4 The Agent may close any of its branches that are used for the provision of the Services in its sole discretion and doing so will not constitute a breach of this Deed or entitle the Bank to terminate this Deed under clause 17 (Extension and Termination).

## **5 Bank's Obligations**

- 5.1 The Bank undertakes and agrees to act dutifully and in good faith at all times in its relations with the Agent.
- 5.2 The Bank will pay the Agent commission in respect of the Services on the terms set out in Schedule 1 (Agency Commission Terms) of this Deed.
- 5.3 The Bank will carry out all obligations in relation to the Services that are required under this Deed.

## **6 Agent's Obligations**

- 6.1 The Agent will:
- (a) exercise reasonable care and skill in the performance of the Agent's obligations under this Deed;
  - (b) act in good faith and in a transparent manner in all dealings with the Bank; and
  - (c) deliver the Services in accordance with Applicable Laws.

## **7 Obligations of both Parties**

The Bank and the Agent will promptly inform the other Party in writing:

- (a) of any complaints received relating to the Services;
- (b) of any material deterioration in the financial condition of the Bank which may have an adverse effect on the provision of the Services;
- (c) of any of the matters set out at clause 17 (Extension and Termination); and
- (d) any other matters likely to be relevant to the provision of the Services, including IT system down time.

## **8 Bank's representations and warranties**

- 8.1 The Bank hereby represents, warrants and confirms to the Agent pursuant to this Deed that:
- (a) it has full capacity, authority and all necessary licences and consents to enter into this Deed and to perform its obligations hereunder;

- (b) it is duly authorised and established and validly existing under the laws of its jurisdiction of incorporation;
- (c) all information and documentation provided by the Bank (or its agents or employees) to the Agent pursuant to this Deed is accurate, complete, up-to-date and not misleading in any respect and the Bank has notified the Agent of all such information which is reasonably relevant to the performance of the Agent's duties under this Deed;
- (d) there is nothing in any contracts to which the Bank is party which will prevent or compromise the Agency from operating, or that may otherwise affect the ability of the Bank to enter into this Deed;
- (e) there has been no material adverse change in the business, assets or financial condition, trading position or prospects of the Bank since the start of this Deed; and
- (f) the entry into and performance of its obligations under this Deed, do not and will not conflict with:
  - (i) any law or regulation applicable to it;
  - (ii) the constitutional documents of the Bank;
  - (iii) any terms and conditions of the Bank; or
  - (iv) any agreement or instrument binding upon it or any member of the Group or any of its or any member of the Group's assets or constitute a default or termination event (however described) under any such agreement or instrument.

8.2 The Bank shall promptly notify the Agent if any representation ceases to be true, accurate or complete in any material respect during the Term.

8.3 The Bank shall promptly provide to the Agent all information or documents that are reasonably necessary for the Agent to receive with a view to the proper discharge of the Services under this Deed or which the Agent may reasonably request for such purpose or which are required by any competent authority.

8.4 If any of the representations, warranties and confirmations given pursuant to clause 8.1, or the undertaking given at clause 8.3, is breached, incorrect or misleading in any respect which the Agent considers to be material, then (without prejudice to any other rights and remedies which the Agent may have) the Agent may terminate this Deed pursuant to clause 17 (Extension and Termination).

## **9 Agent's Warranties**

9.1 The Agent hereby represents and warrants to the Bank pursuant to this Deed that:

- (a) it has full capacity, authority and all necessary licences and consents to enter into this Deed and to perform its obligations hereunder;
- (b) it is duly established and validly existing under the laws of its jurisdiction; and
- (c) the entry into and performance of its obligations under this Deed, do not, to the best of its knowledge, conflict with any law or regulation applicable to it.

9.2 Save as provided for in this Deed, no other representation or warranty, express or implied, is made by the Agent.

## 10 Bank's Undertakings

The Bank will not:

- (a) make any unauthorised statement or representation in relation to the Services; or
- (b) engage in any conduct which, in the Agent's reasonable opinion, is or may be prejudicial to the business, reputation or goodwill of the Agent or the Agent's Group.

## 11 Liability and Indemnity

11.1 The Agent shall be liable to the Bank only for Losses incurred by the Bank to the extent that such Losses arise as a direct result of any act or omission taken or omitted by the Agent during the term of, and under, this Deed which constitutes negligence, wilful default or fraud of the Agent. Subject to clause 11.6, the Agent shall not otherwise be liable for any Losses suffered by the Bank whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Deed, including but not limited to Losses arising from:

- (a) negligence, wilful default, fraud or insolvency of any other person;
- (b) the Agent carrying out or relying on any instructions or on any information provided or made available to the Agent by the Bank, a Customer or any agent of the Bank;
- (c) any delays due to market conditions or changes in market conditions;
- (d) any disruptions or delays in the provision of the Services due to operational errors;
- (e) any delayed receipt, non-receipt, loss or corruption of any information contained in email or for any breach of confidentiality resulting from email communication or any consequential loss arising from either of the foregoing; or
- (f) the Agent closing or discontinuing the use of any of any of its branches for the provision of the Services.

11.2 The Agent shall not be liable in any circumstances for any Losses that constitute indirect, incidental, special or consequential loss, or loss of profits, opportunity, goodwill or reputation in connection with or arising out of this Deed, including but not limited to:

- (a) indirect loss of sales or business;
- (b) loss of agreements or contracts; and
- (c) loss of anticipated savings.

11.3 The Agent shall not be responsible for any Losses incurred after the date of termination of this Deed.

11.4 The Bank will fully indemnify the Agent and the Agent's directors, officers and employees against any and all Liabilities which the Agent or any of its directors, officers or employees incurs directly or indirectly as a result of:

- (a) the performance by the Agent of its duties under this Deed;
- (b) the performance of the Services;
- (c) reliance on or the carrying out of, any instructions and any information provided or made available to the Agent by the Bank, a Customer or any agent of the Bank;
- (d) any non-compliance with Anti-Money Laundering Regulations in relation to any Customer;
- (e) any breach of Applicable Laws by the Bank or caused by the action or inaction of the Bank;
- (f) any lack of funds in any Account or other form of default, fraud or negligence by any Customer; and
- (g) any breach by the Bank of the provisions of this Deed,

provided that the Bank shall not be liable under this indemnity to the extent such Liabilities result from the negligence, wilful default or fraud of the Agent.

11.5 The provisions of clauses 11.1 to 11.4 will survive the termination of this Deed.

11.6 Nothing in this Deed shall limit or exclude the liability of either Party:

- (a) for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) for fraud or fraudulent misrepresentation;
- (c) under the indemnities contained in clause 11 (Liability and Indemnity);
- (d) any matter in respect of which it would be unlawful to exclude or restrict liability.

## **12 Anti-money laundering**

12.1 The Parties acknowledge that any Transaction or Services must be covered by and are subject to the Anti-Money Laundering Regulations.

12.2 The Bank will carry out and is solely responsible for all necessary "know your customer" or other similar checks required under the Anti-Money Laundering Regulations and all other Applicable Laws in relation to each Customer.

12.3 The Bank agrees to give such assistance and information to the Agent as may reasonably be required to ensure compliance with the Anti-Money Laundering Regulations.

## **13 Regulatory audit**

The Agent will permit a Regulator or their respective authorised representatives to have access to the Premises during Business Hours:

- (a) in order to inspect and to take copies of any documents relating to the Services for audits; and

- (b) in order to comply with any matter under any Applicable Law or the requirements of a Regulator.

#### **14 Business continuity and disaster recovery plan**

The Agent shall during the term of this Deed maintain a business continuity and disaster recovery plan (and the capacity to execute such a plan) for the Services, which will set out the steps to be taken by the Agent in the event of a disaster to ensure, to the extent possible, the continued performance and operational resilience of the Services. The Agent shall be under no obligation to share this plan with the Bank.

#### **15 Intellectual Property**

- 15.1 The ownership of any Intellectual Property Rights is unchanged by this Deed.
- 15.2 The Bank acknowledges that it does not have any right, title or interest in or to any Intellectual Property Rights owned by any member of the Agent's Group, including any Agent Trade Marks, and nothing in this Deed grants the Bank any right to use any Intellectual Property Rights owned by any member of the Agent's Group, including any Agent Trade Marks.
- 15.3 The Agent acknowledges that the Bank may make use of the relevant Agent Trade Marks (excluding any logos, designs or stylised versions of the Agent Trade Marks) when accurately describing the Services provided at the Premises, and the Bank agrees that it shall not make any other use of any Agent Trade Mark without the prior written consent of the Agent.

#### **16 Provision of Services**

- 16.1 The Agent shall be entitled to act on the instruction from each Customer:
  - (a) in relation to the payment of a cheque into an Account or a cash withdrawal from an Account:
    - (i) at the initial instruction stage, following the presentation of such Customer's photo identification, Letter of Introduction and, in the case of encashment services, Open Credit Facility Form; and
    - (ii) on each occasion: (A) in relation to payment of a cheque or cash into an Account, following the presentation of a completed pre-printed paying-in slip and the corresponding cheque or cash (as applicable); and (B) in relation to a cash withdrawal, following the presentation of a cheque drawn on the Account and signed in accordance with the Open Credit Facility Form and such Customer's photo identification;
  - (b) in relation to any other Transactions not covered in (a) above:
    - (i) at the initial instruction stage, following the presentation of such Customer's photo identification and Letter of Introduction; and
    - (ii) on each occasion, provision of the cash such Customer wishes to exchange; and
  - (c) where the Agent has agreed in writing to provide other Services not covered in (a) or (b) above, following the presentation of such Customer's photo identification, Letter of

Introduction and any other documentation as the Agent may require either at the initial instruction stage or on each occasion.

- 16.2 If the Bank or the Customer do not provide the Agent with the correct payment details for that Customer, the Bank accepts and agrees that the Agent will not be liable for failing to make a payment or making an incorrect payment. The Agent will make reasonable efforts to recover any funds which have been paid incorrectly and the Bank may (at the Agent's discretion) incur a charge for this. A Customer's account will be identified by its sort code and account number and not by the name of the account holder.
- 16.3 At any time, the Agent may delay provision of any of the Services, place restrictions or limits on the scope of the Services or refuse to provide the Services to any Customer (including an IS Scheme Customer) if:
- (a) it reasonably believes that the Customer or the Bank did not give the instruction;
  - (b) in the Agent's sole opinion, it is necessary to limit the Agent's exposure to the Bank;
  - (c) it reasonably suspects fraud or it is prudent in the interests of crime prevention or compliance with sanctions laws not to act;
  - (d) the Bank or the Customer's instructions are unclear, incomplete or not in the required form;
  - (e) complying with the Bank or the Customer's instructions would be contrary to Applicable Laws or any other law, regulation or applicable code;
  - (f) it would cause the Customer to exceed any limit or restriction which applies to, or in relation to, the relevant Account;
  - (g) the Agent considers it necessary as a result of ethical or reputational reasons applied by the Agent in the ordinary course of business;
  - (h) such restrictions, limits or refusal is reasonably necessary as a result of capacity and/or volume restrictions at any of the Premises where Services are provided; or
  - (i) the Transaction is not in £GBP, unless the Agent otherwise agrees to accept payment in another currency.
- 16.4 For the avoidance of doubt, at any time during the term of this Deed, the Agent may delay provision of any of the Services, place restrictions or limits on the scope of the Services or refuse to provide the Services to any Customer, other than during the Initial Term and where that Customer is an IS Scheme Customer.

## 17 Extension and Termination

- 17.1 This Deed shall continue indefinitely following the Initial Term (the **Continuing Term**) unless the Bank or the Agent, at any time during the Initial Term, gives (a) in the case of the Agent, not less than six (6) months' written notice, and (b) in the case of the Bank, not less than 30 days' written notice, to the other that it wishes this Deed to terminate at the end of the Initial Term.
- 17.2 During the Continuing Term, either Party may terminate this Deed at any time by giving (a) in the case of the Agent, not less than six (6) months' written notice, and (b) in the case of the Bank, not less than 30 days' written notice, to the other.

- 17.3 A Party may terminate this Deed (**Party A**) at any time with immediate effect by written notice to the other Party (**Party B**) if any of the following events occur:
- (a) Party B becomes Insolvent;
  - (b) Party A is required by Applicable Law or a Regulatory Authority to terminate this Deed;
  - (c) Party B commits a material breach of any of the provisions of this Deed which is either not capable of remedy, or (if the breach is capable of remedy) fails to remedy it to the satisfaction of Party A within 30 days of being required to do so;
  - (d) Party B ceases or threatens to cease to carry on business; or
  - (e) upon the occurrence and continuation of a Force Majeure event for a continuous period of more than 30 consecutive calendar days; or
  - (f) Party B fails to pay any fees or payments due under the terms of this Deed by the due date and fails to remedy such failure within 30 days of being required to do so in writing by Party A.
- 17.4 The Agent may, at any time, by written notice to the Bank, terminate this Deed with immediate effect:
- (a) if there is a Change of Control with respect to the Bank;
  - (b) if a Reputational Risk Event occurs;
  - (c) if the Bank ceases to be appropriately authorised by the FCA and/or PRA;
  - (d) if either:
    - (i) a Regulator imposes, or gives written notice to the Bank that it proposes to impose, an assets requirement (within the meaning of section 55P(4) of FSMA) on the Bank in respect of any assets of, or which are held (other than as security for obligations owed to the Bank) by or to the order of, the Bank; or
    - (ii) a Regulator gives written notice of the imposition of such an assets requirement referred to in sub-clause 17.4(d)(i) to any institution with whom the Bank keeps an account;
  - (e) upon the cancellation of the Bank's Part 4A permission (within the meaning of section 55A(5) of FSMA) to carry on, or the removal from such Part 4A permission of, the regulated activity of accepting deposits in the United Kingdom or the Bank otherwise ceasing to be authorised under FSMA to carry on the regulated activity of accepting deposits in the United Kingdom (unless the Bank is an exempt person in relation to that regulated activity within the meaning of section 417(1) of the FSMA, save in either case as a result of the exercise by a Regulator of its own-initiative powers (within the meaning of section 55Q(9)(c) of FSMA) or its power of intervention under Part XIII of FSMA (which shall be governed by sub-clause 17.4(f) or, as the case may be, sub-clause 17.4(g));
  - (f) if a Regulator:

- (i) varies or cancels, or gives written notice to the Bank that it proposes to vary or cancel, any Part 4A permission of the Bank under or pursuant to a Regulator's own-initiative variation power (within the meaning of section 55J (12) of FSMA);
- (ii) imposes or varies a requirement, or gives written notice to the Bank that it proposes to impose or vary a requirement, on the Bank under a Regulator's own-initiative requirement power in section 55L(3) or (as the case may be) 55M(3) of FSMA, save where such requirement is an assets requirement (in which event sub-clause 17.4(f) above shall apply); or
- (iii) exercises, or gives written notice to the Bank that it proposes to exercise, its power of intervention under Part XIII of FSMA in respect of the Bank,

where in any such case in the Agent's opinion the exercise of such power by a Regulator is or may be relevant and material to the Bank's ability to perform its obligations under this Deed;

- (g) upon the occurrence of any of the following events:
  - (i) the exercise of one or more of the stabilisation powers or the appointment of a resolution administrator (under section 62B of the Banking Act 2009) or the taking of any other crisis management measure in relation to the Bank;
  - (ii) the making of an application for a bank insolvency order in respect of the Bank under Part 2 of the Banking Act 2009 (or a corresponding order under the Investment Bank Special Administration Regulations 2011);
  - (iii) the making of an application for a bank administration order in respect of the Bank under Part 3 of the Banking Act 2009 (or a corresponding order under the Investment Bank Special Administration Regulations 2011); or
  - (iv) the exercise of any powers, the making of any order or the taking of any other measure under the laws of any jurisdiction outside England and Wales, which are or is analogous to, or have or has a substantially similar effect to, any of the events described in paragraph (i) to (iii) (each inclusive) above.

17.5 During the Initial Term, the Bank may terminate this Deed at any time by giving not less than 30 days' written notice to the Agent.

## **18 Consequences of Termination**

18.1 On termination of the Agency relationship for any reason, the Agent shall:

- (a) cease to provide the Services and to hold itself out in any way as the Bank's agent or as being associated with the Bank; and
- (b) where necessary and at the Bank's expense, remove all references to the Agency and the Bank from any advertisements, promotions, or stationery of the Agent relating to the Services.

18.2 On termination of the Agency relationship for any reason, the Bank shall:

- (a) inform all of its Customers who have access to the Services of such termination; and

- (b) remove all references to the Agency and the Agent from any advertisements, promotions, or stationery of the Bank in relation to the Services.

18.3 Termination of this Deed will not affect any accrued rights or Liabilities of any Party or the coming into or continuation in force of any provision which is, expressly or by implication, intended to come into or continue in force on or after termination.

## **19 Data Protection**

19.1 Each Party shall comply with its respective obligations under Data Protection Legislation with respect to the exercise of its rights and performance of its obligations under this Deed.

19.2 The scope of the processing carried out pursuant to this Deed is as follows:

- (a) scope, nature and purpose of processing: processing Personal Data in the course of carrying out the Services as further described in this Deed;
- (b) duration: the Term; and
- (c) types of Personal Data and categories of data subjects: Personal Data of individuals who are Customers or representatives of Customers, including names, account details and contact details.

19.3 The Bank acknowledges that the Agent is a Data Controller of any personal data collected in relation to its own customers (including any customers who have accounts with both the Bank and the Agent). However, the Agent acts as Data Processor in relation to the Personal Data made available to it by or on behalf of the Bank in order to facilitate the Agent's provision of the Services.

19.4 The Agent confirms that, when acting as Data Processor for the Bank, the Agent shall:

- (a) only process Personal Data on the documented instructions of the Bank (including the instructions set out in this Agreement and those instructions further communicated by or on behalf of the Bank throughout the term of this Agreement) and as required by Applicable Law;
- (b) inform the Bank if, in its reasonable opinion, it is aware that the Bank's instructions would be in breach of Data Protection Legislation;
- (c) at the Bank's sole cost and expense, provide reasonable assistance to the Bank to respond to requests from individuals exercising their rights under Data Protection Legislation; and
- (d) at the Bank's sole cost and expense, provide reasonable assistance to the Bank to conduct a privacy impact assessment (including with respect to the Bank's security measures, to the extent that the Agent is aware of these) where required under Data Protection Legislation.

19.5 The Bank acknowledges and agrees that the Agent may engage sub-processors to process Personal Data. The Agent shall provide the Bank with information regarding any intended addition to or replacement of sub-processors, in each case prior to such change. If the Bank reasonably objects to that addition or replacement, the Agent may terminate that part of the Services affected by use of the relevant sub-processor.

- 19.6 The Bank acknowledges that the Agent may manage and/or provide the Services using suppliers and personnel located outside of the European Economic Area. When transferring Personal Data outside of the European Economic Area, the Agent shall put in place protections similar to those used by it to protect the personal data of its own customers in similar circumstances.
- 19.7 On termination of this Deed and at the option of the Bank, the Agent shall take reasonable steps to return or delete Personal Data held by the Agent solely in its capacity as Data Processor under this Deed. The Agent may retain a copy of Personal Data to the extent that it acts as Data Controller of the Personal Data or where it is obliged to do so by Applicable Law.
- 19.8 Each Party shall provide evidence of its compliance with this clause 19 at the request of the other Party.

## **20 Data Security**

- 20.1 The Agent shall implement technical and organisational measures to protect the Personal Data against accidental or unlawful destruction or accidental loss, alteration, unauthorised disclosure or access that are no less stringent than those it adopts to protect the personal data of its own customers. In particular, it shall take reasonable steps to ensure that persons authorised to process the Personal Data are under an appropriate obligation of confidentiality.
- 20.2 The Agent shall notify the Bank without undue delay should it become aware of a security breach affecting Personal Data processed by the Agent in its capacity as Data Processor under this Deed.

## **21 Confidentiality**

- 21.1 In providing its services under this Deed, neither the Agent nor any of its employees shall be obliged to disclose or to take into consideration (or to require any third party to disclose or take into consideration) any information:
- (a) the disclosure or use of which might breach any prohibition, duty or confidence to any other person or arising under any applicable law; or
  - (b) which comes to the notice of an employee, officer or agent of the Agent but does not come to the actual notice of an individual delivering the Services.
- 21.2 Each Party shall keep all Restricted Information confidential and accordingly not use any Restricted Information for any purpose other than the performance of its obligations under this Deed except if:
- (a) it is required to do so under the Applicable Laws;
  - (b) it, at the date of this Deed or subsequently, becomes public knowledge through no fault of the other Party;
  - (c) it is so requested by regulatory or fiscal authorities or a court or tribunal of competent jurisdiction;
  - (d) it is disclosed in confidence to its advisers, auditors or insurers where reasonably necessary for the performance of their professional services; or

- (e) it is disclosed in confidence to its industry body for the purpose of compiling and publishing industry statistic or analysis,

subject in each case to the Parties using their best endeavours to ensure that the person in question keeps the same confidential and does not use the same except for the purposes for which the disclosure is made.

- 21.3 Notwithstanding clause 21.2, the Agent may disclose in confidence any Restricted Information to any person (including without limitation affiliates or any other persons) as may be reasonably required in order to perform the Services and enforce its obligations and rights under this Deed.

## **22 General**

- 22.1 The Agent may assign this Deed and all or any of the rights and obligations under it to (a) any members of the Agent's Group upon 14 days' written notice to the Bank, or (b) any person with the prior written consent of the Bank, not to be unreasonably withheld, conditioned or delayed.
- 22.2 The Agent may novate this Deed and all or any of the rights, obligations and liabilities under it to any members of the Agent's Group by providing at least 14 days' written notice to the Bank. The Bank agrees that, upon receipt of the written notice from the Agent or its successors in title, this Deed may be novated (in whole or in part), and the Bank shall execute a Deed of Novation substantially in the form set out in Schedule 6 (Deed of Novation). If the Bank fails to execute any such Deed of Novation within the required time, the Agent may execute it on behalf of the Bank and for such purpose the Bank hereby irrevocably appoints the Agent as the Bank's attorney for the purpose of executing any such Deed of Novation. The Bank agrees to ratify and confirm any action taken by the Agent by virtue of this power of attorney.
- 22.3 Nothing in this Deed shall create or be assumed to create a partnership or the relationship of employer and employee between the Parties, or constitute the Agent as an agent of the Deed for a purpose other than that set out in clause 2 (Appointment of Agent).
- 22.4 This Deed replaces all previous agreements or arrangements of a similar nature between the Parties and may not be modified except in writing signed by the Agent or an authorised representative of the Agent, and on behalf of the Bank by an authorised person. By entering into this Deed, the Parties agree this will not affect any accrued rights or liabilities of any Party under any previous agreements or the coming into or continuation in force of any provision which is, expressly or by implication, intended to come into or continue in force on or after termination of any previous agreements.
- 22.5 If any provision of this Deed is determined to be unlawful or unenforceable to any extent this Deed will continue to be valid as to its remaining provisions unless the object or effect of this Deed is thereby altered to any material extent, in which case either Party may terminate it on written notice.
- 22.6 Whenever any sum of money is agreed, or determined, as due and payable by one Party to the other under this Deed, such sum may be deducted from or applied to reduce the amount of any sum then due, or which at any time afterwards may become due, under this Deed.
- 22.7 This Deed, and any non-contractual obligations arising out of or in relation to this Deed, will be governed by and construed in accordance with English law and each Party submits to the non-exclusive jurisdiction of the English courts.

- 22.8 The Parties to this Deed do not intend that any term of this Deed should be enforceable, by virtue of the Contracts (Rights of Third Parties) Act 1999, by any person who is not a party to this Deed.
- 22.9 This Deed, including the Schedules, may not be amended without the prior written agreement of the Parties except that:
- (a) the Agent may amend the Deed in order to comply with, or to make the Deed consistent with, any legal or regulatory requirements or changes to which the Agent may be subject by providing a written notice to the Bank of such amendment; and
  - (b) either Party may amend their contact details by providing a written notice to the other Party of such amendment.
- 22.10 In the event of any changes in Applicable Laws which may result in a material change to the Party's obligations, including a material increase or extension to either Party's financial exposure or liability (including but not limited to VAT) under this Deed (**Material Change**), the Parties agree that they will use all reasonable endeavours to reach agreement as to how the Material Change will be implemented under or reflected in this Deed, in such a manner as to be fair and equitable between the Parties. If the Parties are unable to reach agreement within 14 days of notice, the Agent shall be entitled to effect such change to the terms of this Deed as it considers appropriate, by written notice to the Bank.

### **23 Complaints**

- 23.1 Where a complaint is received in writing by the Agent from a Customer and the complaint does not relate to the Agent or relates to both the Agent and the Bank, then the Agent will follow the complaint forwarding rules under the DISP Rules in the ordinary course of business.
- 23.2 Where a complaint is received in writing by the Bank that concerns the Agent (including where it concerns both the Agent and the Bank), then the Bank will follow the normal complaint handling process which includes the complaint forwarding rules under the DISP Rules to forward the complaint to the Agent in the ordinary course of business.
- 23.3 Where a complaint is made by a Customer at the Premises and the complaint does not relate to the Agent, the Agent may advise the Customer to contact the Bank directly.
- 23.4 Where a complaint is received in writing or at the Premises and the complaint relates to the Agent, then the Agent will deal with the complaint in accordance with its standard complaints policies and/or procedures.
- 23.5 If it appears that any legal or regulatory proceedings are to be taken by a third party against the Agent and/or the Bank in respect of the Services or other actions taken in accordance with this Deed, the Party receiving the notice will immediately inform the other Party.

### **24 Entire agreement**

- 24.1 This Deed (including the Schedules) constitutes the whole and only agreement between the Parties and replaces all previous agreements between the parties relating to its subject matter. In entering into this Deed, each Party acknowledges that it is not relying upon any pre-contractual statement that is not expressly set out herein.
- 24.2 Save in the case of fraud, neither Party will have any right of action against the other arising out of or in connection with any draft, agreement, undertaking, representation, warranty, promise,

assurance or arrangement of any nature whatsoever, whether or not in writing, relating to the subject matter of this Deed made or given by any person on behalf of that other Party at any time prior to the date of this Deed, except to the extent that it is repeated in this Deed.

**25 Notices**

25.1 Any notice to be given by either Party to the other may be given by hand or sent (by first class pre-paid post or facsimile transmission) to the other Party at the address listed in clause 25.3 below.

25.2 Notice shall be treated as received by the person to whom it is communicated (if sent by facsimile transmission) when sent, provided that the sender's facsimile machine confirms transmission and (if sent by post) within 2 Business Days after being put in the post.

25.3 Notices shall be sent:

- (a) in the case of the Bank to [ ] marked for the attention of [ ];
- (b) in the case of the Agent to [ ] marked for the attention of [ ]; or
- (c) to such other address as may from time to time be notified in writing by the Party concerned, for the purpose of this clause.

**26 Force Majeure**

26.1 Neither Party shall be liable to the other for any delay or non-performance of its obligations under this Deed arising from any event of Force Majeure.

26.2 Both Parties shall, in the event of their obligation under this Deed being delayed or prevented by an event of Force Majeure:

- (a) promptly notify the other Party of the nature, extent, effect and likely duration of the circumstances constituting the event of Force Majeure;
- (b) use all reasonable endeavours to minimise the effect of the event of Force Majeure on the performance of their obligations under this Deed; and
- (c) promptly after the cessation of the event of Force Majeure notify the other Party and resume the full performance of their obligations under this Deed.

*[Execution page follows]*

**Executed as a deed** by the parties or their duly authorised representatives and delivered on the date appearing at the beginning of this Deed.

**Signed as a deed by the Agent**

Acting By:

Title:

Print Name:

Date:

**acting in the presence of**

Name of witness:

Address:

**Signed as a deed by the Bank**

Acting By:

Title:

Print Name:

Date:

**acting in the presence of**

Name of witness:

Address:

**Schedule 1**  
**Agency Commission Terms**

**1 Fees During the Term**

During the Term, the Agent may charge fees in accordance with the Fee Schedule *[Fee schedule to be provided on a Bank-by-Bank basis consistent with current pricing applied in respect of relevant counter-party]* in respect of all Customers to the extent it agrees or has agreed to provide Services to them.

**2 Fee Schedule**

The Parties acknowledge and agree that the Agent can amend and update the Fee Schedule from time to time, by providing the Bank with not less than 14 days' written notice of such revised Fees Schedule.

**Schedule 2**  
**Letter of Introduction**

The Manager  
Name of Bank  
Branch and Full address

**[NatWest] or [Royal Bank of Scotland]**

Name of Branch  
Full Branch Address  
Telephone Number  
Date  
Your reference

Dear Sir

**Request for Inter Bank Agency Arrangement**

**Customer name**  
**Customer Account number and sort code**

Our above customer wishes to make use of the counter facilities at your branch, and we would be pleased if you would extend to them this service in accordance with the existing Inter-Bank Agency Arrangements.

We expect our customer to use your counters to make deposits only\*/make withdrawals only\*/make both deposits and withdrawals\* [\*delete as applicable] and a suitable Credit Open is enclosed with this letter detailing the level, frequency and signatory arrangements for permissible encashments\*\* [\*\*only required for customers making withdrawals].

We expect our customer to visit your branch daily/weekly /other (specify if possible which day or days of the week as appropriate). On each occasion, we expect them on average to deposit £xxx notes/coin and xxx cheques and withdraw £xxx notes /coin (provide a summary of average activity).

Please note that for deposits, only cheques payable to the name(s) specified on our customers pre-printed bank giro credit slips are acceptable.

In return for providing this service to our customer, we agree to meet your claims for compensation in accordance with the terms of prevailing tariff arrangements as agreed between our respective banks from time to time.

Please confirm that you will be able to accommodate our customers' requirements in this respect.

Thank you.

Yours faithfully

**Schedule 3  
Form of Open Credit Facility Form**

## Schedule 4 Counter Services

This section provides details of the process and service standards applied in respect of counter services offered by the Agent to the Bank. The Parties acknowledge and agree that cash and cheques will, as far as practicable, be processed by the Agent in accordance with standard UK clearing cycle practices and Applicable Law from time to time.

### 1 Encashment

Subject to prior agreement, GBP encashment facilities will ONLY be established through a Credit Open facility at the specified Agent branch(es).

Standard stationery forms supplied by the Agent will also be used for amendments and cancellations.

### 2 Process

The branch providing Credit Open facility will require the Customer's cheque (signed in accordance with their mandate and facility as reimbursement), together with suitable photo identification with the Customer's signature (e.g. passport or driving licence).

At any time the Agent reserves the right to ask any questions that it considers necessary, to meet its requirements under Anti Money Laundering legislation.

### 3 Pay-ins

The Agent will accept "pay-ins" of GBP legal tender notes and coins and cheque and credit clearing items accompanied with one of the Customer's pre-printed bank giro credit, at the Premises (subject to the counter service being offered at that location).

However, where pay-ins are substantial and/or regular arrangements, they will require prior agreement with the local branch concerned. Where alternative solutions to traditional pay-ins (e.g. direct submission to a clearing centre) are identified, the Bank will work with the Agent to migrate transactions to the most appropriate channel.

As such, all such requests should be directed to the relevant manager for the Customer who will contact the branch concerned.

In addition, the Agent reserves the right to ask any questions that it considers necessary, to meet its requirements under Anti Money Laundering legislation.

Schedule 5  
Fee Schedule

***[Note: Fee schedule to be provided on a Bank-by-Bank basis consistent with current pricing applied by RBS in respect of relevant counter-party]***

**Schedule 6  
Deed of Novation**

**[NOTE: NOT INCLUDED]**