

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS
OF ENGLAND AND WALES
COMPANIES COURT (ChD)

CR-2025-000088



CR-2025-000088

The Honorable Mr Justice Hildyard

Date: 16 April 2025

IN THE MATTER OF
SAINSBURY'S BANK PLC

- and -

IN THE MATTER OF
NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY

- and -

IN THE MATTER OF
THE FINANCIAL SERVICES AND MARKETS ACT 2000

ORDER

UPON THE JOINT APPLICATION by a Part 8 Claim Form issued on 17 January 2025 (the “**Claim Form**”) of the above-named Sainsbury’s Bank plc (company number 03279730) whose registered office is at 33 Holborn, London, EC1N 2HT (the “**Transferor**”) and National Westminster Bank Public Limited Company (company number 00929027) whose registered office is at 250 Bishopsgate, London, England, EC2M 4AA (the “**Transferee**”, and together with the Transferor, the “**Claimants**”) for the sanction of a banking business transfer scheme (the “**Scheme**”) under Part VII of the Financial Services and Markets Act 2000 (as amended) (the “**Act**”),

AND UPON HEARING Martin Moore KC, Counsel for the Claimants,

AND UPON READING the Claim Form and the supporting evidence,

AND UPON the Court being satisfied that the appropriate certificates have been obtained as referred to in section 111 of the Act,

AND UPON the Court approving the attachment of the summary of the Scheme set out in Schedule 1 to this Order, such summary providing a synopsis of the main features of the Scheme, which is not to be relied upon in place of the Scheme itself,

AND UPON IT APPEARING THAT, the requirements of Regulation 5(2)(a), Regulation 5(2)(b), Regulation 5(4) and Regulation 6(1)(b) of the Financial Services and Markets Act 2000 (Control of Business Transfers) (Requirements on Applicants) Regulations 2001 (SI 2001/3625) have been complied with,

THIS COURT HEREBY SANCTIONS, the Scheme set out in Schedule 2 to this Order pursuant to section 111 of the Act,

AND IT IS ORDERED THAT, using the definitions in the Scheme and by virtue of this Order, and without any further act, order or instrument, the Scheme take effect under sections 111 and 112 of the Act in accordance with all its terms as if each were separately set out in this Order. Without prejudice to the generality of the foregoing:

1. the transfer of the Transferring Business (as defined in the Scheme) provided for by paragraphs 3 to 11 (inclusive) of the Scheme and the transfers of property and liabilities (as defined by sections 112(12) and (13) of the Act respectively) provided for by paragraphs 3 to 11 (inclusive) of the Scheme take effect pursuant to section 112(1)(a) of the Act and transfer and vest as provided for by section 112(3) of the Act as a result of this Order;
2. the provisions in paragraph 13 of the Scheme relating to the continuity of proceedings shall take effect pursuant to section 112(1)(c) of the Act; and
3. the provisions of all other paragraphs of the Scheme not referred to in (1), (2) and (3) above take effect pursuant to section 112(1)(d) of the Act,

AND IT IS FURTHER ORDERED THAT:

1. in accordance with section 112(10) of the Act, the Claimants shall, within 10 days from the date of this Order or such longer period as the Prudential Regulation Authority (“**PRA**”) and the Financial Conduct Authority (“**FCA**”) shall allow, deposit two copies of this Order on the PRA and the FCA;
2. the production of a copy of this Order and the Scheme with any modifications shall, for all purposes, be conclusive evidence of the transfer to, and vesting in the Transferee of the Transferring Business in accordance with this Order and the Scheme; and
3. either or both of the Claimants shall be at liberty to apply for such order(s) or direction(s) as may be expedient or necessary for the purposes set out in section 112 of the Act, pursuant to paragraph 32 of the Scheme and generally.

Service of this Order:

The Court has provided a sealed copy of this Order to the serving parties:

Linklaters LLP, One Silk Street, London EC2Y 8HQ (Ref: L-296640), marked “FAO Charles Turner”, solicitors for the Transferor; and

Allen Overy Shearman Sterling LLP, One Bishops Square, London E1 6AD, marked “FAO Hugh Robinson”, solicitors for the Transferee.

SCHEDULE 1
THE SCHEME SUMMARY

Explanatory Statement setting out the terms of the scheme for the proposed transfer by Sainsbury's Bank plc of parts of its core banking business to National Westminster Bank Public Limited Company

1 Overview

- 1.1** Sainsbury's Bank plc ("**Sainsbury's Bank**") is proposing to transfer its core banking business, including its credit cards, personal loans and savings accounts and products (as further described in paragraph 4 below) to National Westminster Bank Public Limited Company ("**NatWest**") (the "**Transfer**") by way of a banking business transfer scheme (the "**Scheme**") under Part VII of the Financial Services and Markets Act 2000 (as amended) ("**FSMA**").
- 1.2** The terms of the Transfer are set out in full in the document setting out the terms of the Scheme (the "**Scheme Document**") which is subject to the approval of the High Court of England and Wales (the "**Court**") under Part VII of FSMA. The Transfer is made pursuant to, and aligned with, Sainsbury's' long-term strategy whereby Sainsbury's intends to concentrate its efforts on its core retail business and has committed to a phased withdrawal from its core banking business.
- 1.3** This Explanatory Statement sets out a summary of the terms of the Scheme. It should not be relied on in place of reading the Scheme Document itself. Further information about the Scheme and other key documents relating to the Scheme can be obtained from the following website www.sainsburysbank.co.uk/transfer-scheme or from the contact details set out at the end of this Explanatory Statement.

2 Process

- 2.1** To become effective, the Scheme requires the sanction of the Court. Sainsbury's Bank and NatWest made an application to the Court for such sanction on 22 January 2025 (the "**Application**"). It is expected that the hearing at which the Court will consider and, if thought fit, sanction the Scheme (the "**Final Hearing**") will be held on 15 April 2025.
- 2.2** Both Sainsbury's Bank and NatWest are regulated by the Financial Conduct Authority (the "**FCA**") and authorised and regulated by the Prudential Regulation Authority (the "**PRA**") (together the "**Regulators**"). The Regulators are entitled to appear at the Final Hearing, and Sainsbury's Bank and NatWest have been liaising with the Regulators as part of the Scheme process.
- 2.3** Other procedural requirements, which must be met between the date of the Application and the Final Hearing, are as follows:
- 2.3.1** a notice stating that the Application has been made must be published. This notice has been approved by the PRA and it is intended that it will be published in the London Gazette, the Edinburgh Gazette, the Belfast Gazette, the Telegraph and the Daily Mail;
 - 2.3.2** Sainsbury's Bank and NatWest must provide the Regulators with copies of the Application and this Explanatory Statement;
 - 2.3.3** NatWest must obtain from the PRA a certificate of adequacy of financial resources, and must have the requisite regulatory authorisations to carry on the Transferring Business (as defined in paragraph 4.1 below); and

2.3.4 a copy of this Explanatory Statement must be made available free of charge to any person who requests it.

2.4 Any person (including any customer or employee of Sainsbury's Bank or NatWest) who claims that they would be adversely affected by the carrying out of the Scheme is entitled to appear at the time of the Final Hearing in person or by a representative to present their objections or concerns to the Court. Any person who does not intend to attend the Final Hearing can make representations in writing to Sainsbury's Bank using the contact details at the end of this Explanatory Statement. Sainsbury's Bank will share summaries of any representations it receives with the Court and the Regulators.

2.5 Any person who intends to appear, or be represented, at the Final Hearing is requested, but is not required, to give prior notice in writing to Sainsbury's Bank of such intention, together with their reasons, as soon as possible and preferably by 8 April 2025 by using the contact details at the end of this Explanatory Statement. This will enable Sainsbury's Bank and NatWest to address any concerns raised in advance of the Final Hearing.

2.6 A failure to give notice in advance does not prevent any person who wishes to do so from attending the Final Hearing in person or by a representative. Such a representative does not need legal training and could be a friend or relative. Any representative appointed will be at the person's own cost, unless the Court directs otherwise. Please note that if objections are to be made by a representative (including a friend or relative), they will need the permission of the Court to speak or have appropriate rights of audience to appear at Court.

3 **Effective Date of the Scheme**

3.1 If the proposed Transfer is approved by the Court, it is intended that the Scheme will become effective at 00.01 on 1 May 2025 or such other date as agreed between Sainsbury's Bank and NatWest in writing and approved by the Court (the "**Effective Date**").

3.2 The Scheme provides a mechanism to transfer the Transferring Business (as detailed in paragraph 4 below) either: (i) on the Effective Date (for assets and liabilities that are able to transfer to NatWest on that date); or (ii) on subsequent dates (for any residual assets or liabilities, restricted assets or liabilities or assets that constitute Bank of England collateral that were not transferred on the Effective Date), (in each case, the "**Relevant Date**"), without any further steps being required.

4 **The Transferring Business**

4.1 Sainsbury's Bank is an authorised bank in the United Kingdom and provides a range of banking products and services to retail customers. The business that is proposed to be transferred to NatWest under the Scheme is part of the core banking business of Sainsbury's Bank consisting of certain assets and liabilities of its: (i) credit card; (ii) personal loan; and (iii) savings, accounts and products, unless expressly excluded under the Scheme (the "**Transferring Business**"). If the proposed Transfer is approved by the Court, the relevant Transferring Business will transfer to NatWest on each Relevant Date.

4.2 Certain credit card, personal loan and savings accounts and products are excluded from the proposed Transfer and are referred to as Excluded Credit Cards, Excluded Personal Loans and Excluded Deposits respectively (each as defined in the Scheme Document). Examples of such exclusions include:

- 4.2.1 Excluded Credit Cards:** credit cards provided to customers resident outside of the UK (other than UK military or UK diplomat customers) and unless the relevant credit card account is closed for any further credit transactions prior to the Effective Date (but has a debit balance), credit cards that offer features such as fee-free foreign exchange, cashback or Nectar points at a rate more favourable to the relevant customer than a Nectar offer of 1 Nectar point earned per every £2.00 spent in Sainsbury's stores operated by a member of the Sainsbury's Bank group or 1 point per £5.00 spent elsewhere;
- 4.2.2 Excluded Deposits:** deposits held by Sainsbury's Bank for customers resident outside of the UK (other than UK military or UK diplomat customers) other than suspense accounts, deposits offered through third-party platforms, corporate fixed term deposits, pre-paid travel charge cards, deposit accounts treated by the Transferor as a trust account with a named beneficiary and deposits accounts linked to a Saveback debit card; and
- 4.2.3 Excluded Personal Loans:** personal loan products offered to customers resident in the Netherlands.

5 Effects of the Transfer

- 5.1** Paragraphs 5.2 to 5.9 below set out what will happen in the event the proposed Transfer is approved by the Court.

5.2 Customer agreements

Except as provided in the Scheme Document, in respect of the Transferring Business:

- 5.2.1** any agreement or account between Sainsbury's Bank and a customer in respect of the Transferring Business shall, without further action, become an agreement or account between NatWest and that customer from the Relevant Date and will be subject to the same terms and conditions as applicable immediately prior to the Relevant Date, except that NatWest will become the legal entity that provides the transferring agreements or accounts in place of Sainsbury's Bank, and references to Sainsbury's Bank, the Sainsbury's Bank Group and other details will also be replaced as appropriate with references to, and the details of, NatWest and the NatWest Group;
- 5.2.2** customers of the Transferring Business will be entitled to the same rights against NatWest as were available to them against Sainsbury's Bank in relation to any such agreement or account, except for any Excluded Liabilities (as defined in the Scheme Document);
- 5.2.3** customers of the Transferring Business shall be liable to NatWest for any liabilities owed to Sainsbury's Bank immediately prior to the Relevant Date under or relating to any agreement or account;
- 5.2.4** NatWest will have all rights, powers, remedies and priority in relation to any other creditors in respect of customers of the Transferring Business that have entered into loan or credit card agreements as Sainsbury's Bank had immediately prior to their transfer; and
- 5.2.5** the Transfer under the Scheme will not invalidate, discharge, render non-binding or unenforceable or result in the termination of any contract (whether with a customer

or a third party), allow any party to a contract to terminate the contract, entitle any party to vary the terms of the contract (unless it would have been able to do so other than as a result of the Scheme), or confer any greater benefits or impose any greater or lesser obligations on any party to an agreement.

5.3 Offers

From the Relevant Date, any application made by a person to Sainsbury's Bank, whether or not accepted, and any offer or invitation to treat made by Sainsbury's Bank to a person, in each case, made prior to the Relevant Date in respect of the Transferring Business, shall have effect as an application made to, or offer or invitation to treat made by, NatWest and shall not be found to be unenforceable as a result of any documents having been issued in the name of Sainsbury's Bank.

5.4 Instructions and authorities

Any existing direct debit instruction, standing order, direction, mandate, power of attorney, authority, undertaking, consent, notice or declaration given to or by Sainsbury's Bank or any customer of the Transferring Business or any third party (whether or not in writing and whether or not in relation to an account) shall have effect, on and from the Relevant Date, as if given to or by NatWest (as applicable) or any third party in respect of the Transferring Business.

5.5 Consents

To facilitate the proposed transfer and operation of the Transferring Business, the Scheme will disapply from the Relevant Date until the expiry or termination of the transitional services agreement to be entered into between NatWest and Sainsbury's Bank on the Effective Date, plus a period of three months from the date of such expiry or termination, any restrictions or consent requirements in: (i) any existing agreements between NatWest and customers of the Transferring Business; (ii) any agreements between Sainsbury's Bank and customers of the Transferring Business that are transferring to NatWest under the Scheme; and (iii) any new agreements entered into by NatWest with customers of the Transferring Business on or after the Relevant Date, which would restrict the ability of Sainsbury's Bank or NatWest to subcontract, provide or otherwise pass through the benefit of, services or goods under, or in connection with such agreements.

5.6 Restrictions on contractual rights

5.6.1 Unless the Scheme provides otherwise, the scope for exercising certain rights may be widened as a result of the Scheme even if the rights under the agreements between a customer of the Transferring Business and Sainsbury's Bank will not change. The Scheme will therefore impose certain restrictions on NatWest in relation to exercising set off, all monies, consolidation or cross-default rights or rights under entire agreement clauses which may arise as a result of the Scheme.

- (i) **Set-off rights:** These rights allow a bank, in certain circumstances, to use money deposited with it by a customer (i.e. a credit balance) to reduce a debt or liability the same customer has with it that becomes repayable. Following the Relevant Date, NatWest will not be able to exercise set off rights in a customer's existing agreement with Sainsbury's Bank to pay any debts or liabilities owed by that customer to NatWest, or use any set-off rights in a customer's agreement with NatWest to pay any debts or liabilities owed by that customer to Sainsbury's Bank which is transferred to NatWest as a result

of the Scheme. These restrictions on NatWest shall stop applying: (i) where the relevant credit balance is at the Relevant Date held for a fixed term, three months after the end of that term (or the end of any amended fixed-term maturity date (as applicable)); (ii) where the credit balance is at the Relevant Date held on terms that a promotional rate of interest will be lost if the deposit is withdrawn before the end of a certain period, three months after the end of that period; and (iii) in all other cases, three months after the Relevant Date.

- (ii) **All monies rights:** These rights allow a lender to use security that has been given in relation to a debt, liability or other obligation owed to it to pay off another debt, liability or other obligation owed to it. From the Relevant Date, NatWest will not be able to apply all monies rights in a customer's existing agreement with NatWest to debts or liabilities arising under a customer's existing agreement with Sainsbury's Bank which is transferred to NatWest as a result of the Scheme, and vice versa.
- (iii) **Consolidation rights:** These rights allow a lender to retain security that has been granted to it against a debt or liability until such time as another debt or liability owed to that lender is satisfied. From the Relevant Date, NatWest will not be able to apply consolidation rights to prevent the release of security in a customer's existing agreement with NatWest to debts or liabilities arising under a customer's existing agreement with Sainsbury's Bank which is transferred to NatWest as a result of the Scheme, and vice versa.
- (iv) **Cross-default rights:** These rights can result in a customer automatically being in breach of one agreement with a bank if it is in breach of certain other agreements with the same bank. From the Relevant Date, a breach of a customer's existing agreement with Sainsbury's Bank which is transferred to NatWest as a result of the Scheme will not give rise to a breach of an existing agreement with NatWest, and vice versa, unless Sainsbury's Bank or NatWest (as applicable) would have been entitled to apply any cross-default rights arising from such a breach prior to the Relevant Date.
- (v) **Entire agreement clauses:** Some terms and conditions state that they apply to all agreements of a certain type that a person holds with either Sainsbury's Bank or NatWest. From the Relevant Date, agreements with Sainsbury's Bank will continue to be governed by the existing Sainsbury's Bank terms and conditions, and agreements with NatWest will continue to be governed by the existing NatWest terms and conditions, unless expressly stated otherwise. Any entire agreement clauses in new agreements entered into with NatWest after the Relevant Date shall not apply to a customer's existing agreement with Sainsbury's Bank which is transferred to NatWest as a result of the Scheme, unless stated otherwise.

5.7 Other rights

NatWest shall not be entitled, on and with effect from the Relevant Date, to apply any other right, benefit, interest, discretion, authority or power which might otherwise be exercisable by NatWest by virtue of this Scheme under or in respect of any transferring agreement with Sainsbury's Bank or any existing NatWest agreement to either: (i) terminate, reduce,

suspend, delay, alter, discharge or otherwise secure any liability a customer owes; or (ii) restrict the way in which a customer can deal with deposit or credit balances.

5.8 Guarantees and indemnities

On and with effect from the Relevant Date, NatWest shall not be entitled to exercise any rights under a guarantee, indemnity, undertaking or commitment given to: (i) NatWest under or relating to any existing NatWest agreement to secure the obligations of a customer of the Transferring Business under an agreement it has with Sainsbury's Bank; or (ii) Sainsbury's Bank under or relating to any transferring agreement with Sainsbury's Bank to secure the obligations of a customer of the Transferring Business under an agreement it has with NatWest.

5.9 Savings to rights

5.9.1 Notwithstanding the provisions of 5.5 to 5.8 above, the Scheme will not reduce any right, benefit, interest, discretion, authority or power which: (i) immediately before the Relevant Date, NatWest or its counterparty has in respect of agreements entered into by Sainsbury's Bank; (ii) immediately before the Relevant Date, Sainsbury's Bank or its counterparty has in respect of agreements entered into by NatWest; or (iii) Sainsbury's Bank, NatWest or a customer may acquire other than as a result of the Scheme, including as a result of the variation on or after the Relevant Date of any agreement such customer has with NatWest, any new agreement between NatWest and such customer or a transferring agreement it has with Sainsbury's Bank.

5.9.2 NatWest will not, without customer consent, vary the terms of any transferring agreement or any existing agreement a customer of the Transferring Business has with NatWest in a way which is inconsistent with the protections summarised at paragraphs 5.5 to 5.8 above. NatWest will also not vary any new agreement with a customer of the Transferring Business without their consent. This restriction shall not prevent NatWest and a customer of the Transferring Business from agreeing any such terms in any new agreement between NatWest and the customer of the Transferring Business at the time it is entered into.

6 Continuity of Proceedings

On and with effect from the Relevant Date:

6.1.1 any claim, counterclaim, complaint, petition, suit, appeal or other legal process (including any complaint or claim to any ombudsman, but excluding actions by the PRA or the FCA) by, against or with Sainsbury's Bank as a party, in respect of the Excluded Assets and Excluded Liabilities (each as defined in the Scheme Document) which have been issued, served, pending, threatened or which may be brought in the future, shall be continued or commenced by, against or with Sainsbury's Bank. Sainsbury's Bank and any other party to those proceedings will remain entitled to all defences, claims, counterclaims, defences to counterclaims and rights of set off that were or would have been available to Sainsbury's Bank in those proceedings; and

6.1.2 any claim, counterclaim, complaint, petition, suit, appeal or other legal process (including any complaint or claim to any ombudsman, but excluding actions by the PRA or the FCA) by, against or with Sainsbury's Bank as a party, in respect of the Transferring Business (excluding, for the avoidance of doubt, any Excluded Assets

and Excluded Liabilities (each as defined in the Scheme Document)) which have been issued, served, pending, threatened or which may be brought in the future, shall be continued or commenced by, against or with NatWest in place of Sainsbury's Bank. NatWest and any other party to those proceedings will be entitled to all defences, claims, counterclaims, defences to counterclaims and rights of set-off that were or would have been available to it in relation to those proceedings.

7 Financial Services Compensation Scheme

7.1 Customers of Sainsbury's Bank are covered by the Financial Services Compensation Scheme (the "**FSCS**"). The FSCS compensates customers with eligible deposits if their UK-authorized financial provider stops trading or becomes insolvent. The FSCS protects these customers up to a current limit of £85,000 in total across all the accounts a customer holds within an authorised firm (this includes a regulated bank, building society or credit union). There are two important points to remember about the deposit compensation limit:

7.1.1 the limit applies per authorised firm. Where a regulated bank or building society operates under more than one brand, customers with eligible deposits are entitled to up to £85,000 compensation in total, regardless of the balances a customer holds across the different brands the authorised firm operates; and

7.1.2 the limit applies to individuals, not accounts. This means that where a customer with eligible deposits holds joint accounts, such customer will be allocated an equal share of any joint account balance which will count towards that customer's individual combined balance. A customer's individual £85,000 protection relates to their individual combined balance.

7.2 Today, customers who have eligible deposits with Sainsbury's Bank and NatWest (including Ulster Bank Northern Ireland) are covered up to £85,000 with each bank by the FSCS. If the Scheme is approved, any balances held with Sainsbury's Bank, NatWest and/or Ulster Bank Northern Ireland will be covered by the FSCS up to a limit of £85,000 across all the accounts a customer holds. If immediately prior to the time of the transfer a customer has eligible deposits with: (i) Sainsbury's Bank with a balance above the FSCS protection limit; or (ii) Sainsbury's Bank and NatWest (including Ulster Bank Northern Ireland) with an aggregate balance above the FSCS protection limit (each an "**Impacted FSCS Customer**"), such Impacted FSCS Customer will be able to make a withdrawal or transfer to another authorised firm of all or part of the eligible deposits from their account(s) with Sainsbury's Bank, NatWest and/or Ulster Bank Northern Ireland (as applicable).

7.3 An Impacted FSCS Customer will be entitled to make a withdrawal or transfer referred to in paragraph 7.2 above free from any penalty, fee or charge which may otherwise apply and without complying with any requirement to give notice which such Impacted FSCS Customer may otherwise be subject, for a period of three months starting from one month prior to the Relevant Date until two months thereafter. This is unless the deposits related to an account subject to sanctions or an active freezing order.

8 Data Protection, Confidentiality and Marketing Preferences

8.1 As part of the Scheme, personal data relating to, and necessary to operate, the transferring accounts of customers of the Transferring Business will transfer to NatWest who will become the data controller in respect of such personal data in place of Sainsbury's Bank.

- 8.2** The Scheme shall not be deemed to transfer any right to process personal data of customers of the Transferring Business that will transfer to NatWest or to send any direct marketing communication to the extent it would be unlawful under data protection legislation.
- 8.3** Customers of the Transferring Business will be notified individually of the transfer of personal data referred to in paragraph 8.1 as part of the Scheme communications, which will include information of the change set out in paragraph 8.4.2.
- 8.4** As a consequence of the Scheme, from the Relevant Date:
- 8.4.1** any information made available to, or consent obtained or request or other notice received from, any individual by, or on behalf of, Sainsbury's Bank in respect of personal data that is transferring to NatWest will be deemed to have been made available, obtained or received by NatWest; and
- 8.4.2** any reference in any information, consent, request or other notice given to or by individuals pursuant to data protection legislation in respect of personal data that is transferring to NatWest:
- (i) to Sainsbury's Bank will be construed to include a reference to NatWest; and
- (ii) to the Sainsbury's Bank group will be construed to include a reference to the NatWest group, which will extend to all entities in the NatWest group, including those trading as Coutts, Holt's Military Banking, FreeAgent, Royal Bank of Scotland and Ulster Bank Northern Ireland.
- 8.5** NatWest shall be subject to, and owe, the same duties of confidentiality and privacy in respect of each part of the Transferring Business, as Sainsbury's Bank was subject to and owed immediately prior to the Relevant Date.
- 8.6** If the terms and conditions applicable to any part of the Transferring Business prohibit or restrict Sainsbury's Bank or NatWest from sharing information with each other, such prohibitions or restrictions shall be deemed to not apply and Sainsbury's Bank and NatWest shall be permitted to share such information with each other.
- 8.7** Individuals may, in respect of personal data that is transferring to NatWest, make a request to Sainsbury's Bank to exercise their rights under data protection legislation. If an individual has made such a request to Sainsbury's Bank before the Relevant Date and this has not been responded to before the Relevant Date, NatWest may, in its sole discretion, respond to the request in accordance with data protection legislation, including by providing copies of the personal data held by Sainsbury's Bank immediately before the Relevant Date and which has transferred to NatWest as a consequence of the Scheme. If NatWest has responded to a request by an individual to exercise their rights under data protection legislation, then Sainsbury's Bank shall not be required, as between Sainsbury's Bank and NatWest, to respond to such request.
- 8.8** Where a customer of the Transferring Business has made a request to exercise their rights under data protection legislation to NatWest before the Relevant Date which has not been responded to before the Relevant Date, NatWest may exclude personal data which has transferred to NatWest as a consequence of the Scheme from its response to the customer.
- 8.9** With effect from the Relevant Date, NatWest shall have the benefit of any marketing preferences provided to Sainsbury's Bank or its affiliates (to the extent Sainsbury's Bank had reliance on marketing preferences provided to affiliates and excluding any preferences provided to Nectar 360 Limited in relation to the customer loyalty rewards programme

administered by Nectar 360 Limited) on the same terms as Sainsbury's Bank had prior to the Relevant Date. Where a customer of the Transferring Business has provided marketing preferences to each of Sainsbury's Bank and NatWest in respect of the same marketing purposes, the marketing preference recorded by NatWest shall apply, whether or not it is the same as the preference provided by that customer to Sainsbury's Bank.

9 Modifications to the Scheme

9.1 At any time after the sanctioning of the Scheme, Sainsbury's Bank and NatWest can apply to the Court for any modification or addition to the Scheme provided that both the PRA and FCA are notified in advance of, and have the right to attend and be heard at, any hearing of the Court at which such application is considered. Subject to paragraph 9.2 below, any such changes will only be effective if approved by the Court.

9.2 In the case of amendments which are minor/technical or are to correct manifest errors, such amendments may be made without the consent of the Court provided that the PRA and the FCA have been notified of the proposed amendment and no objection is received by Sainsbury's Bank or NatWest from the PRA or the FCA within 30 days of such notification.

10 Costs

Sainsbury's Bank and NatWest will be responsible for all costs of implementing the Scheme and customers will not bear any such costs.

11 Governing law

The Scheme is governed by English law.

12 Further Information

12.1 This Explanatory Statement and the Scheme Document contain important information. A copy of the Scheme Document together with copies of other relevant documents are available from the following website www.sainsburysbank.co.uk/transfer-scheme and will also be made available free of charge from the address set out below. Alternatively, you may request free copies of any of the relevant documents or ask further questions by contacting us by phone, post or email at the addresses or telephone numbers shown below:

12.1.1 By phone

- (i) 0800 0142 131 (if calling from within the UK) or +44 800 0142 131 (if calling from overseas). Lines will be open from 8:00 to 20:00 (UK time), Monday to Friday and 8:00 to 18:00 (UK time), Saturday and Sunday (excluding bank holidays).
- (ii) Calls may be monitored or recorded. Calls to 0800 numbers from UK landlines are free. The costs from mobile phones may vary. If you are calling from abroad, please check with your service provider for the cost of calling this number from overseas.

12.1.2 By post

- (i) Sainsbury's Bank Part VII
PO Box 5311

Worthing
BN11 9BW

12.1.3 By email

- (i) sbtransferscheme@sainsburysbank.co.uk

12.2 If you are in any doubt as to the meaning or import of the contents of this Explanatory Statement or the Scheme Document, or if you require further advice, you are recommended to seek advice from your own solicitor or other professional adviser immediately.

12.3 You may request a copy of this Explanatory Statement in braille, large print or audio by using the contact information provided above.

SCHEDULE 2
THE SCHEME

IN THE HIGH COURT OF JUSTICE
BUSINESS AND PROPERTY COURTS
OF ENGLAND AND WALES
COMPANIES COURT (ChD)

CR-2025-000088

IN THE MATTER OF
SAINSBURY'S BANK PLC
- and -

IN THE MATTER OF
NATIONAL WESTMINSTER BANK PUBLIC LIMITED COMPANY
- and -

IN THE MATTER OF
PART VII OF THE FINANCIAL SERVICES AND MARKETS ACT 2000 (AS AMENDED)

BANKING BUSINESS TRANSFER SCHEME

**Pursuant to Part VII of the Financial Services
and Markets Act 2000 (as amended) for the transfer by Sainsbury's Bank plc of parts of its
banking business to National Westminster Bank Public Limited Company**

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PART A – BACKGROUND TO THE TRANSFER

1 Background

- 1.1 Sainsbury's Bank plc (the "**Transferor**"), a company incorporated under the laws of England and Wales (with company registration number 03279730 and whose registered address is 33 Holborn, London, EC1N 2HT), carries on in the United Kingdom (the "**UK**") the business of banking (including granting personal loans, credit cards and accepting retail deposits) and other related activities.
- 1.2 National Westminster Bank Public Limited Company (the "**Transferee**"), a company incorporated under the laws of England and Wales (with company registration number 00929027 and whose registered address is 250 Bishopsgate, London, EC2M 4AA), carries on in the UK the business of banking (including granting personal loans, credit cards and accepting retail deposits) and other related activities.
- 1.3 Each of the Transferor and the Transferee is an authorised person in the UK within the meaning of the Financial Services and Markets Act 2000 (as amended) (the "**Act**") and has permission to accept deposits pursuant to Part 4A of the Act.
- 1.4 The Scheme is a banking business transfer scheme pursuant to section 106 of the Act and is not an "excluded scheme" or a "ring-fencing transfer scheme" for the purposes of the Act.
- 1.5 The Transferor and the Transferee have agreed that the Transferor will transfer the Transferring Business (as more particularly defined below) to the Transferee, and that the Transferring Business will vest in the Transferee accordingly.
- 1.6 The objects of this Scheme can most conveniently be attained with the sanction of the Court under section 111(1) of the Act.

PART B – DEFINITIONS AND INTERPRETATION

2 Interpretation

2.1 Definitions

In this Scheme (including the Schedules), words and expressions shall have the meanings ascribed to them in Schedule 1 (*Definitions*) unless otherwise defined in this Scheme.

2.2 Contracts, Assets and Liabilities

2.2.1 Any reference in this Scheme to the contracts, assets or Liabilities of the Transferor is a reference to contracts, assets or Liabilities to which the Transferor is entitled or subject (whether legally, beneficially (including as beneficiary under a trust) or in any fiduciary capacity):

- (i) wherever they are situated or arise;
- (ii) whether or not they are capable of being transferred or assigned by the Transferor;
- (iii) whether or not they are expressed to be binding on the successors or assignees of the Transferor; and
- (iv) whether the Transferor is entitled or subject to them under the law of any part of the UK or under the law of any other country or territory.

2.2.2 Where any contract, asset or Liability may be taken to fall within one or more than one of the items of business included within the definition of Transferring Business and/or one or more of the matters excluded by the definition of Excluded Business, it shall be regarded as falling within that item with which it is most closely connected, and therefore transferred or excluded accordingly.

2.3 References to a person

Any reference to a person shall include a reference to a body corporate, a partnership, an unincorporated association and to a person's executors or administrators and shall include a trustee.

2.4 Customers

References to a Customer shall be to that Customer in its capacity as a Customer of the Transferor in respect of Transferring Business and not in any other capacity.

2.5 Agreements, instruments and deeds

References to any agreement, instrument or deed shall be to such agreement, instrument or deed as amended, varied, modified, supplemented, extended, novated, renewed or replaced from time to time.

2.6 Gender and singular and plural words

References to one gender include all genders and references to the singular include the plural and vice versa.

2.7 References

Any reference to this Scheme shall include any schedules to it and references to paragraphs, parts or schedules are to paragraphs of, parts of and Schedules to this Scheme.

2.8 Headings

All headings and titles are inserted for convenience only. They are to be ignored in the interpretation of this Scheme.

2.9 Time

All references to time in this Scheme are to London time.

2.10 Writing

Any reference to writing shall include any modes of reproducing words in a legible and non-transitory form.

2.11 Legal concepts

References to any English, Northern Irish or Scottish legal term shall, in respect of any jurisdiction other than England, Northern Ireland or Scotland (as applicable), be construed as references to the term or concept which most nearly corresponds to it in that jurisdiction.

2.12 Modifications of statutes

Any reference to an enactment or a statutory provision shall, save where expressly provided to the contrary, include a reference to that enactment or statutory provision as from time to time amended, consolidated, modified, re-enacted or replaced by any statutes or statutory provision and shall include: (i) any subordinate legislation made under the relevant statutory provision and any amendment or replacement thereof; and (ii) any past statutory provision (as from time to time modified or re-enacted) which such provision has directly or indirectly replaced or re-enacted.

2.13 References to including, include, in particular or any similar expression

The words “including”, “include”, “in particular” and words of similar effect shall not be deemed to limit the general effect of the words that precede them.

2.14 References to subsidiaries and holding companies

The words “holding company”, “parent undertaking”, “subsidiary” and “subsidiary undertaking” shall have the same meaning in this Scheme as their respective definitions in the Companies Act 2006.

PART C – TRANSFER OF THE TRANSFERRING BUSINESS

3 Transfer of the Transferring Business

On, and with effect from, each Relevant Date, the relevant Transferring Business shall, by the Order and without any further act or instrument, be transferred to and shall vest in the Transferee subject to all Encumbrances (if any) affecting such Transferring Business in accordance with the terms of this Scheme.

4 Transfer of the Transferring Business Assets and the Transferring Liabilities

On, and with effect from, the Effective Date, in accordance with the terms of this Scheme:

- 4.1.1 the Transferring Assets and all interest of the Transferor in them shall, by the Order and without any further act or instrument, be transferred to, and the legal and beneficial title in respect of such Transferring Assets (to the extent such title is held by the Transferor) shall vest in, the Transferee subject to all Encumbrances (if any) affecting such Transferring Assets; and
- 4.1.2 the Transferring Liabilities shall, by the Order and without any further act or instrument, be transferred to, and shall become Liabilities of, the Transferee and shall cease to be Liabilities of the Transferor.

5 Transfer of Residual Assets and Residual Liabilities

On, and with effect from, each Subsequent Transfer Date in accordance with the terms of this Scheme:

- 5.1.1 each Residual Asset to which such Subsequent Transfer Date applies and all interest of the Transferor in it shall, by the Order and without any further act or instrument, be transferred to, and the legal and beneficial title (where such beneficial title has not previously transferred pursuant to the creation of the trust described in paragraph 21 or pursuant to any other agreement or arrangement between the Transferor and the Transferee) in respect of such Residual Asset (to the extent such title is held by the Transferor) shall vest in, the Transferee subject to all Encumbrances (if any) affecting such Residual Asset; and
- 5.1.2 each Residual Liability to which such Subsequent Transfer Date applies shall, by the Order and without any further act or instrument, be transferred to, and shall become a Liability of, the Transferee and shall cease to be a Liability of the Transferor.

6 Transfer of Restricted Assets and Restricted Liabilities

On, and with effect from, each Subsequent Transfer Date, in accordance with the terms of this Scheme:

- 6.1.1 each Restricted Asset to which such Subsequent Transfer Date applies and all interest of the Transferor in it shall, by the Order and without any further act or instrument, be transferred to, and the legal and beneficial title in respect of such Restricted Asset (to the extent such title is held by the Transferor) shall vest in, the Transferee subject to all Encumbrances (if any) affecting such Restricted Asset; and

- 6.1.2** each Restricted Liability to which such Subsequent Transfer Date applies shall, by the Order and without any further act or instrument, be transferred to, and shall become a Liability of, the Transferee and shall cease to be a Liability of the Transferor.

7 BoE Collateral

In respect of BoE Collateral, on and with effect from the relevant Subsequent Transfer Date, in accordance with the terms of this Scheme, each BoE Collateral and all interest of the Transferor in it shall, by the Order and without any further act or instrument, be transferred to, and the legal and beneficial title in respect of such BoE Collateral shall vest in, the Transferee subject to all Encumbrances (if any) affecting such BoE Collateral.

8 Frozen Accounts

On and with effect from each Relevant Date, any account held by a Customer with the Transferor which is subject to a Freezing Order shall transfer to, and vest in, the Transferee, and the Transferee shall be entitled to the same rights and priorities and be subject to the same obligations and incidents pursuant to the Freezing Order to which the Transferor would itself have been entitled and subject if it had continued to hold the relevant account subject to the Freezing Order. For the avoidance of doubt, on and with effect from each Relevant Date, any reference to the Transferor (however worded and whether express or implied) in an existing Freezing Order should be read as being a reference to the Transferee.

9 Excluded Business

The Order and the Scheme shall not operate to transfer or have the effect of transferring, or be construed to operate to transfer or have the effect of transferring, to the Transferee any of the Excluded Business.

10 Capacity of the Transferor and the Transferee

The transfer of the Transferring Business to the Transferee pursuant to the Order and in accordance with the terms of this Scheme shall have effect whether or not the Transferor (or the Transferee) would, apart from the terms of this Scheme, have the capacity to effect the same and notwithstanding any provision to the contrary in any agreement, contract, court order, trust, deed, indenture or other arrangement with any person or compliance with any contractual pre-condition to such transfer and such transfer shall be deemed to take effect on the basis that there is no requirement to obtain the consent of any person and there is no contravention, Liability or interference with any interest, right or requirement, and on the basis that it does not give rise to any right to terminate, modify, acquire or claim an interest or right, or to treat an interest or right as terminated or modified.

11 Consequences of the Transfer

- 11.1** On and with effect from each Relevant Date, the Transferee shall succeed to the Transferring Business transferred on such date as if in all respects, but subject to the terms of this Scheme, the Transferee were the same person in law as the Transferor.

- 11.2** From and after each Relevant Date, and subject to the terms of this Scheme (including, but not limited to, paragraph 13 and paragraphs 22 to 30):

11.2.1 every Customer shall become entitled, in succession to, and to the exclusion of, any rights which he or she may have had against the Transferor in respect of the Transferring

Business only, to the same rights against the Transferee as were available to that Customer against the Transferor, as a result of the transfer effected by this Scheme, excluding, for the avoidance of doubt, any Excluded Liabilities;

11.2.2 every Customer shall, in substitution for any Liability he or she has to the Transferor under or relating to a Customer Agreement, be under the same liability to the Transferee; and

11.2.3 any Assumed Deposit Liability shall, from and after the Relevant Date, be transferred by the Transferor to the Transferee by the Order and without any further act or instrument and become the liability of the Transferee and the Transferor shall be released from any such liability to the relevant Customer.

11.3 Neither the transfer of the Transferring Business to the Transferee nor this Scheme nor anything done or omitted to be done in connection with the transfer of the Transferring Business to the Transferee or this Scheme shall, in respect of any Business Asset, Assumed Liability, BoE Collateral or any asset, property or Liability of, or the business of, any member of the Transferee's Group including the business of the Transferee, or any member of the Transferor's Group including the business of the Transferor, whether before, on or after the Relevant Date:

11.3.1 invalidate, discharge, render non-binding or unenforceable or result in the termination of any agreement, instrument, trust deed, indenture, Encumbrance, right, interest, benefit, power, obligation or title or any term included therein;

11.3.2 constitute a breach of or default, event of default, potential event of default, termination event, mandatory prepayment event, enforcement event, perfection event or other similar event or condition (however described) under, or allow any person to terminate, or amend the terms of, or take any other action in relation to, any agreement, instrument, trust deed, indenture, Encumbrance, right, interest, benefit, power, obligation or title;

11.3.3 require any registration, re-registration or filing or any amendment to any existing registration or filing in respect of any agreement, instrument, trust deed, indenture, Encumbrance, right, interest, benefit, power, obligation or title in the UK;

11.3.4 require any person to perform any new or additional obligation or to take any new or additional step or action, including the giving of any notice, the obtaining of any consent, approval or determination, the accession to any agreement, the payment of any fee, cost, expense, interest or other amount, the granting of any new or additional Encumbrance or the transfer of any asset or property;

11.3.5 entitle or require any person to exercise any right or remedy, to reduce, suspend, delay, alter or discharge its rights or obligations, to accelerate, terminate, suspend, delay, alter or discharge the performance of any rights or obligations or otherwise to vary, amend, disclaim, repudiate or terminate any agreement, instrument or Encumbrance;

11.3.6 affect the enforceability, priority or ranking of any Encumbrance;

11.3.7 enable any person to bring a claim, whether in contract, tort, equity or otherwise in relation to such Business Asset, Assumed Liability or BoE Collateral which it would not otherwise be able to bring other than as a result of the Scheme;

11.3.8 require or deem any representation or warranty to be made or repeated; or

11.3.9 constitute a breach of, or default under, any court order by any court of any jurisdiction, including so as to render the Transferor in contempt of court.

PART D – FURTHER PROVISIONS RELATING TO THE TRANSFER

12 Continuity in Agreements and Elsewhere

In respect of the Transferring Business, on and with effect from each Relevant Date and subject to the terms of this Scheme:

12.1.1 each Customer Agreement, shall have effect as if, other than in respect of any Excluded Assets or Excluded Liabilities (or anything falling to be done on or after the Relevant Date in respect of any Excluded Assets or Excluded Liabilities):

- (i) the Transferee had always been a party to it instead of the Transferor;
- (ii) each such Customer Agreement shall be subject to the same terms and conditions and Encumbrances as applicable immediately prior to the Relevant Date, and accordingly, the rights and obligations of the Transferor in respect of each such Customer Agreement shall be extinguished;
- (iii) any reference (however worded and whether express or implied) to the Transferor therein shall be substituted, in respect of anything falling to be done on or after the Relevant Date, with a reference to the Transferee;
- (iv) any label, stamp, identifier or marker in respect of the Transferor (in whatever form) therein shall be substituted with an equivalent label, stamp, identifier or marker of the Transferee;
- (v) any reference (however worded and whether express or implied) to the directors or to any director, officer, representative, agent or employee of the Transferor therein shall be substituted, in respect of anything falling to be done on or after the Relevant Date, with a reference to the directors of the Transferee or, as the case may require, to such director, officer, representative, agent or employee of the Transferee as the Transferee may appoint for that purpose or, in default of such appointment, to the director, officer, representative, agent or employee of the Transferee who corresponds as nearly as may be to the first mentioned director, officer, representative, agent or employee;
- (vi) any reference (however worded and whether express or implied) to the Transferor Group (or to any member or members, whether individually or collectively, of the Transferor Group) therein shall be substituted, in respect of anything falling to be done on or after the Relevant Date, with a reference to the Transferee Group or any member or members thereof (as applicable);
- (vii) any reference (however worded and whether express or implied) to the Transferor's company registration details, legal entity identifier (or similar identification code), Financial Services Register number, VAT number or contact details shall be construed, and take effect as, references to the Transferee's company registration details, legal entity identifier (or similar identification code), Financial Services Register number, VAT number or contact details (as applicable);
- (viii) any reference (however worded and whether express or implied) to the Transferor's address and contact details for notices to be given to the Transferor or to notices being given to the Transferor at the Transferor's registered address

therein shall be substituted with a reference to the Transferee's registered address; and

- (ix) any reference (however worded and whether express or implied) to the Transferor as the ISA Manager therein shall be substituted with a reference to the Transferee as the ISA Manager;

12.1.2 any deposit, guarantee, indemnity or other assurance available to the Transferor from any person immediately prior to that Relevant Date and forming part of the Transferring Business transferred on such date shall become a deposit, guarantee, indemnity or other assurance available to the Transferee from such person and the Transferee shall have the same rights, powers, remedies and Encumbrances in its favour and such person shall be subject to the same obligations and Encumbrances against it and without affecting the enforceability, priority or ranking of any such Encumbrance, in respect of such deposit, guarantee, indemnity or other assurance available to the Transferor immediately prior to that Relevant Date;

12.1.3 any asset forming part of the Business Assets transferred on that Relevant Date which was held by the Transferor, whether alone or jointly with others, as a trustee, custodian or in a similar fiduciary capacity shall be held by the Transferee alone or jointly, as the case may be, and in the same capacity, with and subject to the rights, powers, discretions, duties and obligations previously applicable to the Transferor;

12.1.4 any asset forming part of the Business Assets transferred on that Relevant Date and in which the Transferor was interested, whether alone or jointly with others, as a beneficiary or in a similar capacity shall vest in the Transferee alone or jointly, as the case may be, and in the same capacity, with and subject to the rights, powers, discretions, duties and obligations previously applicable to the Transferor;

12.1.5 any reference to a rate, charge, tariff or scale of fees or to terms or conditions published in any current document or instrument, determined, ascertained, varied or amended from time to time by the Transferor shall afford to the Transferee the same right under such contract, other document or instrument as the Transferor had to publish, determine, ascertain, vary or amend such rates, charges, tariffs, scales of fees, terms or conditions published, determined or ascertained;

12.1.6 any account between the Transferor and a Customer or any other person in respect of the Transferring Business shall become an account between the Transferee and that Customer or person and subject to the same terms and conditions, and such account shall be deemed for all purposes to be a single continuing account irrespective of any re-designation or change in reference to that account by sort code and account number or otherwise made on or after that Relevant Date, and any Encumbrance over such account immediately prior to that Relevant Date shall continue to be an Encumbrance over the account on and after that Relevant Date, including in circumstances where the account is re-designated or re-referenced, without the giving of any notice or the taking of any other steps;

12.1.7 any existing direct debit instruction, standing order, direction, mandate, power of attorney, authority, undertaking, consent, notice or declaration given to or by the Transferor or any Customer or any third party (whether or not in writing and whether or not in relation to an account) shall have effect as if given to or by the Transferee (as applicable) or any third party in respect of the Transferring Business;

- 12.1.8 any negotiable instrument or order for payment of money drawn on or by, or given to, or accepted or endorsed by, the Transferor, or payable at any place of business of the Transferor, whether so drawn, given, accepted, endorsed or payable before, on or after the Relevant Date, shall have the same effect as if it had been drawn on or by, or given to, or accepted or endorsed by the Transferee or as if the place of business at which it is payable were a place of business of the Transferee (as applicable);
- 12.1.9 any Personal Loan made to any Customer by the Transferor on or before the Relevant Date, shall become a personal loan made between the Transferee and such Customer, and the Transferee will have all rights, powers and remedies and priority in relation to any other creditors to such Customer as the Transferor;
- 12.1.10 any Credit Card Agreement made with any Customer by the Transferor on or before the Relevant Date, shall become a credit card agreement made between the Transferee and such Customer, and the Transferee will have all rights, powers, remedies and priority in relation to any other creditors to such Customer as the Transferor;
- 12.1.11 any interest, principal or other sums payable by the Transferor immediately prior to that Relevant Date in respect of the Deposits shall be payable by the Transferee;
- 12.1.12 any interest, principal or other sums payable to the Transferor immediately prior to that Relevant Date in respect of any of the Transferring Business shall be payable to the Transferee; and
- 12.1.13 any Encumbrance attributable to the Transferring Business held immediately before the Relevant Date by the Transferor, or by a nominee or agent of or trustee for the Transferor (each a “**Transferor Entity**”), as security for the payment or discharge of any Liability to which the Encumbrance relates shall be held by the Transferee, or, as the case may require, by that nominee, agent or trustee for the Transferee, with the same rights, ranking, priorities, obligations and incidents to which the Transferor Entity was entitled and to which it was subject immediately prior to that date and be available to the Transferee (whether for its own benefit or, as the case may be, for the benefit of any other person) as security for the payment or discharge of Liabilities to which the Encumbrance relates: (i) incurred before the Relevant Date; and (ii) which arise on or after the Relevant Date.

13 Continuity of Proceedings

13.1 On and with effect from the Relevant Date:

- 13.1.1 any Proceedings issued, served, pending, threatened or which may be brought in the future including those not yet in contemplation in respect of the Excluded Assets and Excluded Liabilities, and in respect of which the Transferor (whether known or not to the Transferor or Transferee) is plaintiff, claimant, applicant, defendant, respondent or other party, shall be continued or commenced by, against or with the Transferor and the Transferor and any other party to those Proceedings shall remain entitled to all defences, claims, counterclaims, defences to counterclaims and rights of set-off that were or would have been available to it in relation to those Proceedings; and
- 13.1.2 any Proceedings issued, served, pending, threatened or which may be brought in the future including those not yet in contemplation in respect of the Transferring Business (excluding, for the avoidance of doubt, in respect of any Excluded Assets or Excluded Liabilities), including any Proceedings in connection with the Assumed Deposit Liabilities, and in respect of which the Transferor (whether known or not to the Transferor

or Transferee) is plaintiff, claimant, applicant, defendant, respondent or other party, shall be continued or commenced by, against or with the Transferee in place of the Transferor and the Transferee and any other party to those Proceedings shall be entitled to all defences, claims, counterclaims, defences to counterclaims and (subject to paragraph 22) rights of set-off that were or would have been available to it in relation to those Proceedings.

13.2 On and with effect from the Relevant Date:

13.2.1 any judgment, settlement, order or award obtained against the Transferor in respect of any of the Transferring Business, and which relates to the period prior to the Effective Date (other than in the case of Restricted Assets and Restricted Liabilities, in respect of which the Relevant Date shall apply), save in respect of any judgment, settlement, order or award in respect of the Assumed Deposit Liabilities, and not fully satisfied before the Relevant Date shall, to the extent to which it was enforceable against the Transferor immediately prior thereto, continue to be enforceable against the Transferor; and

13.2.2 any judgment, settlement, order or award obtained by the Transferor which constitutes a Business Claim, and not fully satisfied before the Relevant Date shall, to the extent to which it was enforceable by the Transferor immediately prior thereto, be enforceable by the Transferee.

14 Additional Provisions Relating to the Transfer

With effect from each Relevant Date:

14.1.1 the Transferee shall have the same rights, powers and remedies (and in particular the same rights and powers as to taking or resisting legal proceedings or making or resisting applications to any authority) for ascertaining, perfecting or enforcing any Business Asset or Assumed Liability available to the Transferor immediately prior to that Relevant Date, as if such Business Asset or Assumed Liability had at all times been an asset or Liability of the Transferee; and

14.1.2 the Transferee shall be entitled to rely on and enforce any consent, waiver, representation, warranty, statement or estoppel given or made to the Transferor by a person in respect of the Customer Agreements prior to the applicable Relevant Date as though such consent, waiver, representation, warranty, statement or estoppel had been given or made to the Transferee and to the same extent that the Transferor would have been able to rely on and enforce the same.

15 Provisions in Relation to FSCS Limit

15.1 Where, immediately prior to the Relevant Date, a Customer has Eligible Deposits with: (i) the Transferor with a balance in excess of the FSCS Limit; or (ii) the Transferor and the Transferee and/or Ulster Bank Northern Ireland with an aggregate balance in excess of the FSCS Limit (each an “**Impacted FSCS Customer**”), such Impacted FSCS Customer shall be entitled to make a withdrawal or transfer to another institution of all or part of the Eligible Deposits, along with any accrued interest and other benefits. An Impacted FSCS Customer shall be entitled to make such withdrawal or transfer from any account(s) held with the Transferor, the Transferee and/or Ulster Bank Northern Ireland, free from any penalty, fee or charge which may otherwise apply and without complying with any requirement to give notice which such Impacted FSCS Customer may otherwise be subject, for a period of three months starting from one month prior to the Relevant Date until two months thereafter.

- 15.2** An Impacted FSCS Customer shall not be entitled to withdraw or transfer to another institution any amount of Eligible Deposits where the Eligible Deposits relate to a Customer Account subject to Sanctions or an active Freezing Order.

16 Provisions in Relation to Offers etc. Prior to the Relevant Date

Without prejudice to the generality of paragraph 12, on and with effect from the Relevant Date:

- 16.1.1** any offer or invitation to treat made to or by the Transferor prior to the Relevant Date in respect of New Originations shall be construed and have effect as an offer or invitation to treat made to or by the Transferee;
- 16.1.2** if a person executes an agreement, undertaking, Encumbrance or other document as a result of any offer or invitation to treat referred to in paragraph 16.1.1 which would, when completed, on its face be an agreement with or undertaking, Encumbrance or document in favour of the Transferor such agreement, undertaking, Encumbrance or other document shall operate as if with or in favour of the Transferee;
- 16.1.3** paragraph 12.1.1 shall apply, as appropriate, in relation to such offer, invitation to treat, agreement, undertaking, Encumbrance or other document as referred to in paragraphs 16.1.1 and 16.1.2 (as applicable) and any further document relating thereto; and
- 16.1.4** any agreement entered into between the Transferee and a third party in respect of the Transferring Business shall not be found to be unenforceable as a result of any documents having been issued in the name of the Transferor.

17 Enforcement

Every Customer shall on and with effect from the Effective Date, become entitled to enforce the provisions of paragraphs 11.2, 15 and 22 to 30 against the Transferee.

18 Data Protection, Confidentiality and Marketing Preferences

- 18.1** On and with effect from the Relevant Date:

- 18.1.1** in connection with the Transferring Personal Data, the Transferor and the Transferee shall not be joint controllers for the purposes of Data Protection Legislation (unless the Transferor and the Transferee otherwise agree in writing), and they do not determine the purposes and means of the processing of the Transferring Personal Data jointly;
- 18.1.2** in respect of the Transferring Personal Data, the Transferee shall become the data controller in place of the Transferor;
- 18.1.3** any information made available to, or consent obtained or request or other notice received from, any Data Subject by, or on behalf of, the Transferor in respect of the Transferring Personal Data will be deemed to have been made available, obtained or received by the Transferee;
- 18.1.4** any reference in any information, consent, request or other notice given to or by a Data Subject in respect of the Transferring Personal Data pursuant to Data Protection Legislation: (i) to the Transferor will be construed to include a reference to the Transferee; and (ii) to the Transferor's Group will be construed to include a reference to the Transferee's Group, which will extend to all entities in the Transferee's Group, including those trading as Coutts, Holt's Military Banking, FreeAgent, Royal Bank of Scotland and Ulster Bank Northern Ireland;

- 18.1.5** as between the Transferor and the Transferee, where a Data Subject has made a Data Subject Request to the Transferor before the Relevant Date and the Transferor has not responded in accordance with Data Protection Legislation before the Relevant Date, the Transferee may (in its sole discretion) respond to the Data Subject Request in accordance with Data Protection Legislation, including by providing copies of the Transferring Personal Data, which is the subject of the Data Subject Request, held by the Transferor immediately before the Relevant Date and transferred as a consequence of the Scheme. The Transferor and the Transferee acknowledge and agree that if the Transferee has responded to a Data Subject Request pursuant to the preceding sentence, then the Transferor shall not be required, as between the Transferor and the Transferee, to respond to such Data Subject Request;
- 18.1.6** where a Data Subject, who is a Customer, has made a Data Subject Request to the Transferee before the Relevant Date and the Transferee has not responded in accordance with Data Protection Legislation before the Relevant Date, the Transferee may exclude Transferring Personal Data transferred as a consequence of the Scheme from its response to the Data Subject; and
- 18.1.7** the Transferee shall be subject to, and owe, the same duties of confidentiality and privacy (pursuant to statute, contract and common law), in respect of each part of the Transferring Business, as the Transferor was subject to and owed immediately prior to the Relevant Date.
- 18.2** Nothing in paragraph 18.1 shall be deemed to transfer any right to process Transferring Personal Data or to send any direct marketing communication to the extent it would be unlawful under Data Protection Legislation.
- 18.3** If the terms and conditions applicable to any part of the Transferring Business prohibit or restrict the Transferor or the Transferee from sharing information with each other, such prohibitions or restrictions shall be deemed to not apply and the Transferor and the Transferee shall be deemed to have: (i) executed any documents; (ii) provided any undertakings; and (iii) met any pre-conditions required pursuant to such prohibitions or restrictions, and shall, therefore, be permitted to share such information with each other (other than to the extent unlawful under, or inconsistent with, Applicable Laws).
- 18.4** Subject to paragraph 18.5, on and with effect from the Relevant Date:
- 18.4.1** the Transferee shall have the benefit of any Marketing Preferences provided to the Transferor or its Affiliates (to the extent the Transferor has reliance on Marketing Preferences provided to its Affiliates, excluding any Marketing Preferences: (i) provided to Nectar 360 Limited in respect of the customer loyalty rewards programme administered by Nectar 360 Limited; or (ii) otherwise relating to such customer loyalty rewards programme), on the same terms as the Transferor had prior to the Relevant Date; and
- 18.4.2** the Transferor shall only continue to have the benefit of any Marketing Preferences provided to it and/or its Affiliates for the purpose of the continuation of the Excluded Business.
- 18.5** Where, prior to the Relevant Date, a Customer has provided Marketing Preferences to each of the Transferor and the Transferee in respect of the same marketing purposes, the Transferee's record of the Customer's Marketing Preference shall be deemed to apply on and with effect from the Relevant Date, whether or not it is the same as any Marketing Preference given by the Customer to the Transferor.

19 Evidence: Books and Documents

- 19.1** All books and other documents which would, before the Effective Date, have been evidence in respect of any matter for or against the Transferor in respect of the Transferring Business at the Effective Date shall be admissible in evidence in respect of the same matter for or against the Transferee on or after the Effective Date. In this paragraph “documents” has the same meaning as in section 13 of the Civil Evidence Act 1995.
- 19.2** On and from the Relevant Date, the Bankers’ Books Evidence Act 1879 shall apply to any books of the Transferor transferred to, and vested in, the Transferee by virtue of this Scheme, and to entries made in those books before the Relevant Date, as if such books were the books of the Transferee.
- 19.3** For the purpose of section 4 of the Bankers’ Books Evidence Act 1879, books so transferred to, and vested in, the Transferee shall be deemed to have been the ordinary books of the Transferee at the time of the making of any entry therein which purports to have been made before the Effective Date, and any such entry shall be deemed to have been made in the usual and ordinary course of business.
- 19.4** Notwithstanding the provisions of this paragraph 19, the Transferor shall, so far as necessary in connection with the Residual Assets, Residual Liabilities, Restricted Assets and Restricted Liabilities, prior to the Subsequent Transfer Date, be able to rely on the provisions of the Bankers’ Books Evidence Act 1879 in relation to the books transferred pursuant to this Scheme and entries made in these books before the Relevant Date as if such books had continued to be the ordinary books of the Transferor and as if any such entries had been made in the usual and ordinary course of business.
- 19.5** In this paragraph “books” shall be construed in accordance with section 9(2) of the Bankers’ Books Evidence Act 1879.

20 Employees

The Transferor and Transferee acknowledge that the TUPE Regulations shall apply in respect of certain employees who are in scope (by reference to the TUPE Regulations) to transfer to the Transferee on any dates on which a transfer may occur pursuant to the TUPE Regulations. The TUPE Regulations provide additional rights for employees.

21 Transferor as Trustee for the Transferee

- 21.1** The Transferor shall hold any Residual Asset (and, from the Relevant Date, any other Residual Asset that has not transferred to, and vested in, the Transferee on such Relevant Date and any prior Relevant Dates) together with any proceeds of sale or income or other right accrued or return arising in respect thereof, on trust for the Transferee absolutely, from the Effective Date until the date on which any Residual Asset transfers to, and vests in the Transferee, except to the extent that the entry into, or creation of such an arrangement would itself be outside the jurisdiction of the Court.
- 21.2** The interests and entitlements of the Transferee under the trust created under paragraph 21.1 shall be vested and indefeasible, such that the Transferee is absolutely entitled to the Residual Assets comprised in the trust and to the income thereon as it arises.
- 21.3** Subject to Applicable Law, the Transferor shall be subject to exclusive directions from the Transferee in respect of any Residual Asset from the Effective Date until the date on which any Residual Asset transfers to, and vests in the Transferee, and the Transferee shall have the

authority to act as the attorney of the Transferor in respect of such Residual Asset for all such purposes.

21.4 In the event of any payment being made to, property being received by, right being conferred upon, or benefit accruing to:

21.4.1 the Transferor on or after the Effective Date (other than in the case of Restricted Assets and Restricted Liabilities, in respect of which the Relevant Date shall apply) in respect of the Transferring Business, the Transferor shall hold such sums, property or right on trust and as soon as is reasonably practicable after its receipt, pay over the full amount of such payment or (to the extent to which it is able to do so) transfer such property or right to, or in accordance with the directions of, the Transferee; or

21.4.2 the Transferee on or after the Effective Date (other than in the case of Restricted Assets and Restricted Liabilities, in respect of which the Relevant Date shall apply) in respect of the Transferring Business, unless in respect of an Assumed Deposit Liability, relates to the period prior to the Effective Date (or in the case of Restricted Assets and Restricted Liabilities, the Relevant Date), the Transferee shall hold such sums, property or right on trust and as soon as is reasonably practicable after its receipt pay over the full amount of such payment or (to the extent to which it is able to do so) transfer such property or right to, or in accordance with the directions of, the Transferor.

PART E – PROVISIONS RELATING TO CUSTOMERS

22 Set-Off Rights of the Transferee

22.1 On and with effect from the Relevant Date, the Transferee shall not be entitled to apply any Set-Off Rights which might otherwise be exercisable by the Transferee by virtue of this Scheme to reduce or discharge any liability arising from time to time:

22.1.1 under any Existing Transferee Agreement, using credit balances held pursuant to any Customer Agreement; or

22.1.2 under any Customer Agreement, using credit balances held pursuant to any Existing Transferee Agreement.

22.2 The restrictions set out in paragraph 22.1 shall cease to apply in relation to any credit balance (and any liability reduced or discharged by such credit balance) held pursuant to any Customer Agreement or any Existing Transferee Agreement as follows:

22.2.1 where the credit balance is, at the Relevant Date, held for a fixed term, the date that falls three months after the end of that term or any amended fixed-term maturity date (as applicable);

22.2.2 where the credit balance is, at the Relevant Date, held on terms that a promotional rate of interest will be lost if the deposit is withdrawn before the end of a certain period, on the date that falls three months after the expiry of that period; and

22.2.3 in all other cases, on the date that falls three months after the Relevant Date.

23 All Monies Rights

The Transferee shall not be entitled, on and with effect from the Relevant Date, to apply any All Monies Rights which might otherwise be exercisable by the Transferee by virtue of this Scheme:

23.1.1 under any Existing Transferee Agreement, to secure any Liability arising from time to time under any Customer Agreement; or

23.1.2 under any Customer Agreement, to secure any Liability arising from time to time under any Existing Transferee Agreement.

24 Consolidation Rights

The Transferee shall not be entitled, on and with effect from the Relevant Date, to apply any Consolidation Rights which might otherwise be exercisable by the Transferee by virtue of this Scheme to prevent the release of any Encumbrance given in respect of:

24.1.1 any Existing Transferee Agreement, until any obligations have been satisfied under any Customer Agreement; or

24.1.2 any Customer Agreement, until any obligations have been satisfied under any Existing Transferee Agreement.

25 Other Rights of the Transferee

The Transferee shall not be entitled, on and with effect from the Relevant Date, to apply any other right, benefit, interest, discretion, authority or power which might otherwise be exercisable by the Transferee by virtue of this Scheme under or in respect of any:

- 25.1.1 Existing Transferee Agreement, to terminate, reduce, suspend, delay, alter, discharge or otherwise secure any Liability arising from time to time under any Customer Agreement;
- 25.1.2 Customer Agreement, to terminate, reduce, suspend, delay, alter, discharge or otherwise secure any Liability arising from time to time under any Existing Transferee Agreement;
- 25.1.3 Existing Transferee Agreement, to restrict the way in which a Customer can deal with deposit or credit balances under or relating to any Customer Agreement; or
- 25.1.4 Customer Agreement, to restrict the way in which a Customer can deal with deposit or credit balances under or relating to any Existing Transferee Agreement.

26 Entire Agreement Provisions

- 26.1 Where a Customer Agreement contains an Entire Agreement Provision, on and with effect from the Relevant Date applicable to that Customer Agreement, the relevant clause shall be read and construed as if it referred only to accounts or products or services provided in respect of the Transferring Business, and shall not apply to, and shall not supersede, any Existing Transferee Agreements or New Transferee Agreement.
- 26.2 Where an Existing Transferee Agreement contains an Entire Agreement Provision, on and with effect from the Relevant Date, the relevant clause shall be read and construed as if it referred only to accounts or products or services of the Transferee not provided in respect of the Transferring Business, and shall not apply to, and shall not supersede, any Customer Agreements.
- 26.3 Where a New Transferee Agreement contains an Entire Agreement Provision, the relevant clause shall, unless expressly stated to the contrary, be read and construed as if it referred only to accounts or products or services of the Transferee not provided in respect of the Transferring Business, and shall not apply to, and shall not supersede, any Customer Agreement.

27 Cross-Default Rights

The Transferee shall not be entitled, on and from the Relevant Date, to apply any Cross-Default Rights which might otherwise be exercisable by the Transferee by virtue of this Scheme to accelerate, alter, enforce or terminate any rights or obligations:

- 27.1.1 under or relating to any Existing Transferee Agreement, as a result of the breach of any Customer Agreement, unless the Transferee would have been entitled to accelerate, alter, enforce or terminate any rights or obligations under any such agreement as a result of a breach of any Customer Agreement prior to the Relevant Date; or
- 27.1.2 under or relating to any Customer Agreement, as a result of the breach of any Existing Transferee Agreement, unless the Transferor would have been entitled to accelerate, alter, enforce or terminate any rights or obligations under any such agreement as a result of a breach of any Existing Transferee Agreement prior to the Relevant Date.

28 Guarantees and Indemnities

The Transferee shall not be entitled, on and from the Relevant Date, to exercise any rights arising under a guarantee, indemnity, undertaking or commitment given:

28.1.1 to the Transferee under or relating to any Existing Transferee Agreement which might otherwise be exercisable by the Transferee by virtue of this Scheme to secure the obligations of a Customer under or relating to any Customer Agreement; or

28.1.2 to the Transferor under or relating to any Customer Agreement which might otherwise be exercisable by the Transferee by virtue of this Scheme to secure the obligations of a Customer under or relating to any Existing Transferee Agreement.

29 Consents

On and with effect from the Relevant Date, any restrictions or consent requirements in any Customer Agreement, Existing Transferee Agreement or New Transferee Agreement which would restrict the Transferor's or Transferee's ability to subcontract, provide, or otherwise pass through the benefit of, services or goods under, or in connection with, the relevant Customer Agreement, Existing Transferee Agreement or New Transferee Agreement, as applicable, will be disapplied from the Relevant Date until the expiry or termination of the transitional services agreement to be entered into between the Transferor and Transferee on the Effective Date, plus a period of three months from the date of such expiry or termination.

30 Savings to Rights

30.1 Subject to paragraph 30.2 and 30.3, the provisions of paragraphs 22 to 29 shall not apply to diminish any right, benefit, interest, discretion, authority or power which:

30.1.1 immediately prior to the Relevant Date, the Transferee or its counterparty has in respect of agreements entered into by the Transferor, including any rights of the Transferee to use credit balances on accounts held with the Transferee to pay debts owed to the Transferor, any rights of the Transferor to use credit balances on accounts held with the Transferor to pay debts owed to the Transferee or any Cross-Default Rights;

30.1.2 immediately prior to the Relevant Date, the Transferor or its counterparty has in respect of Existing Transferee Agreements or any Cross-Default Rights; or

30.1.3 the Transferee, the Transferor or a Customer may acquire other than as a result of the Scheme, including as a result of the variation on or after the Relevant Date of a Customer Agreement, Existing Transferee Agreement or New Transferee Agreement.

30.2 The Transferee will not vary: (i) a Customer Agreement or Existing Transferee Agreement with a Customer without the consent of the relevant Customer in a manner which is inconsistent with paragraphs 22 to 29; or (ii) any New Transferee Agreement with a Customer without the consent of the relevant Customer. For the avoidance of doubt, this restriction shall not prevent the Transferee and the Customer from agreeing such a term in the New Transferee Agreement at the time it is entered into.

30.3 Where a New Transferee Agreement with a Customer does not contain an Entire Agreement Provision, the Transferee will not vary such agreement without the consent of the relevant Customer to introduce an Entire Agreement Provision which would apply across both the Transferring Business and the Transferee Business.

PART F – MISCELLANEOUS PROVISIONS

31 Effective Date

- 31.1** Subject to paragraph 31.2 and 32, this Scheme shall become effective at 00:01 on 1 May 2025 in accordance with the Order sanctioning this Scheme, or any such later date, if any, as the Transferor and Transferee may agree in writing and as the Court may allow.
- 31.2** This Scheme shall not become effective at the Effective Date unless the Court has made an Order under section 111 of the Act sanctioning this Scheme on or before the Effective Date.
- 31.3** This Scheme shall lapse if it does not become effective on or before the later of:
- 31.3.1** 20 September 2025 (or such other date as the Transferor and Transferee may agree in writing); and
- 31.3.2** such time and/or date as the Court may allow on the application of the Transferor and the Transferee.

32 Modification of this Scheme

- 32.1** The Transferor and the Transferee may at any time prior to the sanction of this Scheme by the Court jointly consent, for and on behalf of the persons bound hereby and all other persons concerned, other than the PRA and FCA, to any modification of, or addition to, this Scheme or to any further condition or provision affecting the same which the Court may approve or impose.
- 32.2** At any time after the sanction of this Scheme by the Court, and except as provided for in paragraph 32.3, any amendment to this Scheme must be:
- 32.2.1** made by application to the Court and approved by the Court; and
- 32.2.2** notified in advance, and not less than 21 days prior to any proposed Court hearing, to the PRA and the FCA using such contact details as may be provided by the PRA and FCA from time to time, who shall each have the right to attend and be heard at any hearing of the Court (if applicable) at which such application is considered.
- If paragraphs 32.2.1 and 32.2.2 apply, the Transferor and the Transferee may amend the terms of this Scheme in accordance with such Court approval.
- 32.3** Any amendment to this Scheme will not require Court approval where:
- 32.3.1** such amendment is:
- (i) considered by the Transferor or the Transferee to be minor and/or technical; or
 - (ii) to correct manifest errors; and
- 32.3.2** the relevant department of each of the PRA and the FCA has been notified of such amendment and either: (i) the PRA and the FCA have respectively indicated that they do not object thereto; or (ii) in respect of the PRA and the FCA, a period of 30 days has passed commencing on the date of the acknowledgement of receipt of the relevant notification by both the PRA and the FCA without either the PRA or the FCA indicating any objections thereto.

33 Evidence of Transfer

The production of a copy of the Order, with any modifications made to the Scheme under paragraph 32.1, for all purposes shall be conclusive evidence of the transfer to, and vesting in, the Transferee of the Transferring Business in accordance with the Order and the provisions of this Scheme.

34 Governing Law

This Scheme and any non-contractual obligations arising out of or in connection with it shall be governed by, and interpreted in accordance with, English law.

Schedule 1 Definitions

In this Scheme, the following defined terms have the meanings set out opposite them:

“Affiliate” means, in relation to any person, any subsidiary undertaking or parent undertaking of that person and any subsidiary undertaking of any such parent undertaking;

“All Monies Rights” means rights providing for a charge, debenture, mortgage (whether legal or equitable and whether registered or unregistered), standard security, bill of exchange, promissory note, guarantee, pledge (whether actual or constructive), hypothecation, assignment or assignation by way of security, indemnity, counterclaim, flawed asset arrangement, commitment or any other security given in respect of an agreement to secure, in addition, obligations arising under other agreements;

“AML Laws” means the Terrorism Act 2000, the Proceeds of Crime Act 2002, the Money Laundering Regulations 2003, the Money Laundering Regulations 2007 and the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 (as applicable), and any other Applicable Laws concerning anti-money laundering, financial record keeping, and/or counter-terrorist financing;

“Applicable Law(s)” means:

- (i) any statute, law, subordinate legislation, constitutional provision, treaty, code, regulation, ordinance, instrument, by-law, rule, judgment, decision, order, writ, injunction, decree, permit, consent, concession, grant, directive, binding guideline or policy, requirement of, or other governmental restriction of or determination by, or contractual obligation owed to, any Regulatory Authority or any official interpretation of any of the foregoing by any Regulatory Authority or any judgment or judicial practice of any court;
- (ii) any applicable rules, guidance, policies and publications of any relevant Regulatory Authority or government authority in the UK in relation to unfair contractual terms and conditions, to the extent such guidance, policies and publications do not conflict with any of the matters referred to in paragraph (i) of this definition;
- (iii) to the extent applicable, the FCA Handbook, including CONC and DISP, and any applicable guidance, policies and publications of the relevant Regulatory Authority (including the FCA) relating to the FCA Handbook and CONC to the extent such guidance, policies and publications do not conflict with the FCA Handbook and CONC or any of the matters referred to in paragraph (i) of this definition; and
- (iv) any applicable publications of any relevant Regulatory Authority (including the FCA’s guidance, policies and publications relating to the Consumer Duty and good practice and any material guidance published by the Financial Ombudsman Service) in each case, only to the extent such guidance, policy or publication does not conflict with any of the matters referred to in paragraph (i) of this definition;

“Assumed Credit Card Liabilities” means all liabilities arising after the Effective Date and relating only to the period after the Effective Date in respect of the Credit Cards that are Business Assets (other than in the case of any Credit Cards that are Restricted Assets, in respect of which liabilities arising after the Relevant Date shall apply), including (but not limited to) providing and continuing to provide credit card products in accordance with the terms of those Credit Card Agreements, but excluding the Excluded Liabilities;

“Assumed Deposit Liabilities” means all liabilities to repay Deposits after the Effective Date and all liabilities arising after the Effective Date and relating only to the period after the Effective Date (other

than in the case of any Deposits that are Restricted Liabilities, in respect of which liabilities to repay such Deposits after the Relevant Date and all liabilities arising after the Relevant Date shall apply), in each case in respect of the Deposits that are Business Assets, but excluding the Excluded Liabilities;

“Assumed Liabilities” means the Assumed Credit Card Liabilities, the Assumed Deposit Liabilities, the Assumed Personal Loan Liabilities, and all other liabilities in respect of the Business Assets arising after the Effective Date and relating only to the period after the Effective Date (other than in the case of any Business Assets that are Restricted Assets, in respect of which liabilities arising after the Relevant Date shall apply) and **“Assumed Liability”** means any one of them;

“Assumed Personal Loan Liabilities” means all liabilities arising after the Effective Date and relating only to the period after the Effective Date in respect of the Personal Loans that are Business Assets (other than in the case of any Personal Loans that are Restricted Assets, in respect of which liabilities arising after the Relevant Date shall apply), including (but not limited to) providing and continuing to provide personal loan products in accordance with the terms of those Personal Loan Agreements, but excluding the Excluded Liabilities;

“BoE Collateral” means any Product transferred by the Transferor to the Bank of England from time to time as collateral for the TFSME Funding or otherwise for the purposes of funding from the Bank of England in accordance with liquidity management activities and in respect of which, on the Effective Date, the Transferor does not hold the legal and/or beneficial title to;

“Business” means the Business Assets and the Assumed Liabilities;

“Business Assets” means:

- (i) the Credit Cards, Deposits and Personal Loans;
- (ii) the rights of the Transferor arising under the Customer Agreements, including the rights to receive the amounts owed by the Customers to the Transferor in respect of the Credit Cards and Personal Loans to which the Transferor is entitled;
- (iii) the Goodwill;
- (iv) all rights in and claims and benefits arising from or associated with the Business Transferred Data, including all Intellectual Property Rights subsisting therein but excluding the Excluded IPR; and
- (v) the benefit of the Business Claims;

“Business Claims” means all rights and claims of the Transferor arising at any time whether before or after the Effective Date exclusively in relation to any of the Products or any Assumed Liability, but excluding:

- (i) any rights or claims under the Transferor’s Insurance Policies; and
- (ii) any claims in respect of Taxation;

“Business Transferred Data” means the Data relating to Customer accounts which are open as of the Relevant Date and which is required to service the Products and Customers, including:

- (i) a record of each Marketing Preference provided by each Customer to the Transferor prior to the Relevant Date;
- (ii) Data in respect of the Products, including application forms and Data in respect of each Customer for the purpose of conducting and evidencing “know-your-client” due diligence checks;

- (iii) Data relating to each Customer's credit rating and to collections and recoveries and other credit-related processes;
- (iv) Customer Personal Data (including names and contact details) and relationship Data for each Customer, including Data on joint parties and any powers of attorney;
- (v) copies of the final annual loan statement issued to each Customer on the Relevant Date;
- (vi) payment Data and any Data that is required to facilitate any direct debit mandates, including to enable continued payments in respect of Personal Loans and Credit Cards; and
- (vii) any other Data identified in the migration plan agreed between the Transferor and Transferee as being required to be transferred to the Transferee;

"Compliance Laws" means all Applicable Laws directly concerning anti-bribery, anti-corruption or anti-facilitation of tax evasion, including (without limitation) the Bribery Act 2010 and the Criminal Finances Act 2017;

"CONC" means the FCA's Consumer Credit sourcebook;

"Consolidation Rights" means all rights providing for security given in connection with:

- (i) any Existing Transferee Agreement not to be released, or discharged, until obligations have been satisfied in connection with any Customer Agreement forming part of the Transferring Business; or
- (ii) any Customer Agreement forming part of the Transferring Business not to be released, or discharged, until obligations have been satisfied in connection with any: (a) Existing Transferee Agreement; or (b) any New Transferee Agreement, unless expressly stated contrary in the New Transferee Agreement;

"Court" means the High Court of England and Wales;

"Credit Card Agreements" means the terms and conditions and any other arrangements in force between the Transferor and a natural person who is a customer of the Business and applicable to the Credit Cards that record the terms on which the Transferor offers credit to the relevant Customer;

"Credit Cards" means the credit card accounts operated by the Transferor in respect of the following types of credit card products:

- (i) Low Rate Credit Card (off-sale product);
- (ii) Nectar Credit Card (off-sale product);
- (iii) Balance Transfer Credit Card;
- (iv) Dual Credit Card;
- (v) Everyday Credit Card;
- (vi) Purchase Credit Card; and
- (vii) Standard Credit Card,

including, for the avoidance of doubt, any Operationally Written Off Credit Cards but excluding the Excluded Credit Cards;

"Cross-Default Rights" means the rights providing for, or which (if exercised) might result in, the acceleration or alteration of payment obligations or other obligations under, or the termination or enforcement of, an agreement, as a result of a default under another agreement;

“Customer” means a natural person who has entered into a Credit Card Agreement, Deposit Agreement and/or Personal Loan Agreement (including a joint account holder) and whether with such person or their successors (which for the purpose of this definition of “Customer” shall include their personal representative, trustee in bankruptcy or administrator of an involuntary arrangement) (and **“Customers”** shall mean all of them);

“Customer Accounts” means all accounts in respect of the Deposits held by Customers (and **“Customer Account”** shall mean any one of them);

“Customer Agreements” means the Credit Card Agreements, the Deposit Agreements and the Personal Loan Agreements, and any agreement between the Transferor and a person or a Customer who has provided: (i) an Encumbrance; or (ii) a guarantee or indemnity in favour of the Transferor, in relation to a Credit Card Agreement, Deposit Agreement and/or Personal Loan Agreement (and **“Customer Agreement”** shall mean any one of them);

“Data” means any accounts, books, records, documents, data (including any Personal Data), text, diagrams, images and drawings or other information;

“Data Protection Authority” means the Information Commissioner’s Office or any successor Regulatory Authority fulfilling the obligations of the Information Commissioner’s Office;

“Data Protection Legislation” means the following, to the extent applicable from time to time: (i) the UK GDPR; (ii) the Data Protection Act 2018; (iii) the PECR; and (iv) any other legislation, guidelines or codes relating to the protection and/or processing of Personal Data or e-privacy, which in the case of guidelines or codes are legally binding and issued by a Regulatory Authority;

“Data Subject” has the meaning ascribed to that term in Article 4(1) of the UK GDPR;

“Data Subject Request” means a request made by a Data Subject to exercise their rights under Data Protection Legislation in respect of Transferring Personal Data;

“Deposit Agreements” means the terms and conditions and any other arrangements in force between the Transferor and a natural person who is a customer of the Business and applicable to the Deposits that record the terms on which the Deposits are held for the relevant Customer;

“Deposits” means the deposit liabilities of the Transferor to Customers, including Suspense Accounts and the following types of deposit products:

- (i) Easy Saver (off-sale product);
- (ii) Everyday Account (off-sale product);
- (iii) Instant Access Saver Account (off-sale product);
- (iv) Internet Saver (off-sale product);
- (v) Online Saver (legacy product);
- (vi) Premier Saver (off-sale product);
- (vii) Direct Saver Account (off-sale product);
- (viii) Bonus Websaver;
- (ix) Defined Access Saver;
- (x) Extra Saver;
- (xi) eSaver;

- (xii) Fixed Rate Saver;
- (xiii) Reserve: reserve account;
- (xiv) Cash ISA;
- (xv) Fixed Rate Cash ISA: fixed rate ISA product; and
- (xvi) Reserve ISA: reserve account,

in each case, excluding any Excluded Deposits;

"DISP" means the FCA's Dispute Resolution: Complaints Sourcebook;

"Effective Date" means the time and date on which this Scheme shall become effective in accordance with paragraph 31;

"Eligible Deposits" has the meaning given to it in Chapter 2 of the Depositor Protection Rules in the PRA Rulebook;

"Encumbrance" means any claim, charge (fixed or floating), mortgage, lien, option, equitable right, assignment, trust arrangement, power of sale, pledge, hypothecation, retention of title, right of pre-emption, right of first refusal or third party right or security interest of any kind (including any retention arrangement), or an agreement, arrangement or obligation to create any of the foregoing, and **"Encumber"** and **"Encumbered"** shall be construed accordingly;

"Entire Agreement Provision" means a clause contained in a Customer Agreement, an Existing Transferee Agreement or a New Transferee Agreement which provides that the agreement represents the entire agreement between the parties in respect of all or some of the accounts or products or services of the type that are the subject matter of the agreement or that are referred to in the agreement, or otherwise states that the relevant Customer Agreement, Existing Transferee Agreement or New Transferee Agreement (as applicable) will apply to all accounts or products or services provided by the Transferor or the Transferor as appropriate;

"Excluded Assets" means any property, rights or assets not to be transferred to the Transferee including, but not limited to, the Excluded Credit Cards, the Excluded Deposits, the Excluded Personal Loans and the Excluded IPR;

"Excluded Business" means, together, the Excluded Assets and Excluded Liabilities;

"Excluded Credit Cards" means, as at the Effective Date:

- (i) any credit cards provided by the Transferor to Customers that are resident outside of the UK (other than identified UK military or UK diplomat Customers), unless the relevant credit card account is closed by the Transferor for any further credit transactions prior to the Effective Date (but has a debit balance);
- (ii) any credit card products that cannot be lawfully transferred to the Transferee under Applicable Law at the Effective Date and which remain subject to a prohibition under Applicable Law in respect of their transfer to the Transferee on the date falling one year after the Effective Date;
- (iii) any credit card products provided by the Transferor to Customers that are being closed for fraud or in connection with Compliance Laws, AML Laws and/or Sanctions where a notice of such closure has been issued to the relevant Customers;
- (iv) the following types of credit cards:
 - (A) Gold (Travel) Credit Card (off-sale product);

- (B) Cashback Reward Credit Card (off-sale product); and
 - (C) Visa Credit Cards;
- (v) any credit cards that offer:
 - (A) fee-free foreign exchange;
 - (B) cashback; or
 - (C) Nectar points that are more favourable to the relevant customer than a Nectar offer of 1 Nectar point earned per every £2.00 spent in Sainsbury's stores operated by a member of the Transferor's Group or 1 point per £5.00 spent elsewhere; and
- (vi) any credit cards that the Transferor (or any member of the Transferor's Group) has agreed to sell to another person or otherwise Encumber pursuant to the ongoing sales of Non-Performing Debt;

"Excluded Deposits" means, as at the Effective Date:

- (i) deposits offered through Hargreaves Lansdown, Akoni, Flagstone and Insignis;
- (ii) corporate fixed term deposits;
- (iii) deposit accounts held by the Transferor for Customers that are resident outside of the UK (other than identified UK military or UK diplomat Customers) other than Suspense Accounts;
- (iv) deposit accounts in respect of which a Saveback debit card remains in issue or the right to such a card remains;
- (v) pre-paid travel charge cards offered to Customers;
- (vi) any deposit accounts that cannot be lawfully transferred to the Transferee under Applicable Law at the Effective Date and which remain subject to a prohibition under Applicable Law in respect of their transfer to the Transferee on the date falling one year after the Effective Date;
- (vii) deposit accounts treated by the Transferor as a trust account with a named beneficiary; and
- (viii) any deposit being closed for fraud or in connection with Compliance Laws, AML Laws and/or Sanctions where a notice of such closure has been issued to the relevant Customers;

"Excluded IPR" means: (i) the Transferor's Trade Marks; and (ii) any Group IPR which is not used exclusively in relation to the Business immediately prior to the Effective Date;

"Excluded Liabilities" means any Loss not included in the Assumed Liabilities, including (but not limited to):

- (i) any Loss in respect of an Excluded Deposit;
- (ii) any Loss if and to the extent that it relates to an Excluded Asset;
- (iii) any Loss relating to the Business Assets arising from any act or omission or the operation of the Business prior to the Effective Date (other than in the case of any Business Assets that are Restricted Assets, in respect of which the Relevant Date shall apply), whether such Loss arises before, on or after the Effective Date (other than in the case of any Business Assets that are Restricted Assets, in respect of which the Relevant Date shall apply);
- (iv) any amounts payable to any suppliers, servicers or service providers in respect of the Business Assets, in each case relating to the period prior to the Effective Date (other than in the case of

any Business Assets that are Restricted Assets, in respect of which the Relevant Date shall apply); and

- (v) any Loss in respect of Taxation in relation to the Business or any Business Asset which arises in, or is referable to, a period up to and including the Effective Date (other than in the case of any Business Assets that are Restricted Assets, in respect of which the Relevant Date shall apply);

“Excluded Personal Loans” means, as at the Effective Date:

- (i) any loan products provided by the Transferor to Customers that are resident in the Netherlands;
- (ii) any loan products that cannot be lawfully transferred to the Transferee under Applicable Law at the Effective Date and which remain subject to a prohibition under Applicable Law in respect of their transfer to the Transferee on the date falling one year after the Effective Date;
- (iii) any personal loan products provided by the Transferor to Customers that are being closed for fraud or in connection with Compliance Laws, AML Laws and/or Sanctions where a notice of such closure has been issued to the relevant Customers; and
- (iv) any personal loans that the Transferor (or any member of the Transferor’s Group) has agreed to sell to another person or otherwise Encumber pursuant to ongoing sales of Non-Performing Debt;

“Existing Transferee Agreement” means any agreement, to the extent in force immediately prior to the Relevant Date, between the Transferee and: (i) a Customer; and/or (ii) a person who has provided an Encumbrance in respect of a Customer;

“FCA” means the Financial Conduct Authority or any successor Regulatory Authority fulfilling the obligations of the Financial Conduct Authority;

“Freezing Order” means any order of any court of any jurisdiction imposing any restrictions or conditions (including on the use of, payment from, disposition of, dealing with, or diminution of) on Business Assets under custody comprised in the Transferring Business, including freezing orders or Mareva injunctions, restraint orders, and orders pursuant to the Proceeds of Crime Act 2002 or its predecessors;

“FSCS Limit” means the maximum compensation sum payable to holders of Eligible Deposits in accordance with Chapter 4 of the Depositor Protection Rules in the PRA Rulebook immediately prior to the Relevant Date;

“Goodwill” means the goodwill of the Transferor in relation to the Business as at the Effective Date together with the right (so far as the Transferor can grant the same) for the Transferee to represent itself as carrying on the Business in succession to the Transferor but excluding any goodwill attaching to any of the Transferor’s Trade Marks;

“Governmental Authority” means any multinational, national, federal, state, provincial or local governmental or regulatory or supervisory authority or entity or body or any subdivision thereof, including any agency, instrumentality, division, department, court or other body thereof and including, for the avoidance of doubt, any Regulatory Authority;

“Group” means the Transferor’s Group or the Transferee’s Group (as appropriate);

“Group IPR” means any Intellectual Property Rights owned by any member of the Transferor’s Group immediately prior to the Effective Date;

“HMRC” means HM Revenue and Customs;

“Intellectual Property Rights” means: trade marks; service marks; rights in trade names, business names, logos or get-up; patents; rights in inventions; design rights; copyrights; database rights; rights in domain names and URLs; and all other similar rights in any part of the world (including in know-how) including, where such rights are obtained or enhanced by registration, any registration of such rights and applications and rights to apply for such registrations;

“ISA Manager” means a person who is approved by Commissioners for HMRC for the purposes of the ISA Regulations as an account manager;

“ISA Regulations” means the Individual Savings Account Regulations 1998 (SI 1998/1870);

“Liabilities” means all liabilities, duties and obligations of every description, whether deriving from contract, common law, statute or otherwise, whether present or future, actual or contingent, ascertained or unascertained or disputed and whether owed or incurred severally or jointly or as principal or surety, and **“Liability”** means any one of them;

“Losses” means all losses (including, without limitation, as a result of a refund or return of (or any non-recoverable) principal, interest, charges or fees, or the payment of any underpaid interest), Liabilities, costs (including legal costs and experts’ and consultants’ fees, and including costs of investigation and remediation including relating to any matter underlying such loss or Liability), fines, penalties, charges, expenses, actions, proceedings, claims and demands (including by way of set-off), and **“Loss”** shall mean any one of them;

“Marketing Preference” means each of the following: (i) a consent given by a Customer in relation to the Transferring Business for use of that Customer’s Data to market directly to them by any means (including using their Personal Data); (ii) an indication (by act or omission, as appropriate) by the Customer that such consent is withheld or withdrawn, or that the Customer has exercised their rights to object to receive direct marketing communications; and (iii) a record of the fact that a Customer has or has not so exercised their rights (as the case may be);

“Migration Date” means, in respect of each Deposit, Credit Card and Personal Loan account held by a Customer, the point in time at which the relevant account is migrated to the Transferee’s systems in accordance with the migration plan agreed between the Transferor and the Transferee;

“New Originations” means any application made by a person to the Transferor, whether or not accepted by the Transferor, and any offer or invitation made by the Transferor to a person, in each case made prior to the Relevant Date, which may result in the execution after the Relevant Date of what would, had the relevant agreement been executed prior to the Relevant Date, be a Customer Agreement;

“New Transferee Agreement” means any agreement to the extent entered into between the Transferee and: (i) a Customer; or (ii) a person who has provided an Encumbrance in respect of a Customer, on or after the Relevant Date;

“Non-Performing Debt” means Credit Card or Personal Loan accounts that:

- (i) are identified as belonging to Customers that are insolvent under Applicable Law;
- (ii) have been served a notice of default and, following a 28-day period following service of such notice, have not satisfied the required payment; or
- (iii) are in respect of Operationally Written Off Credit Cards or Operationally Written Off Personal Loans;

“Operationally Written Off Credit Cards” means: (a) Credit Card accounts that are operationally no longer subject to debt recovery activity and have been derecognised from the accounting records of the

Transferor, but over which the Transferor retains a legal right to recover amounts owed; and (b) Credit Card accounts in respect of the following Customers:

- (i) those who are gone away where the trace process has been exhausted;
- (ii) those who are deceased where there is no estate;
- (iii) those in respect of which the recoveries strategy has been exhausted in the ordinary course;
- (iv) those in respect of whose accounts there have been satisfied partial settlements;
- (v) those that are subject to bankruptcy under Applicable Law; and
- (vi) those whose accounts are barred pursuant to Applicable Law, but, in each case, over which the Transferor retains a legal right to recover amounts owed;

“Operationally Written Off Personal Loans” means: (a) Personal Loan accounts that are operationally no longer subject to debt recovery activity and have been derecognised from the accounting records of the Transferor, but over which the Transferor retains a legal right to recover amounts owed; and (b) Personal Loan accounts in respect of the following Customers:

- (i) those who are gone away where the trace process has been exhausted;
- (ii) those who are deceased where there is no estate;
- (iii) those in respect of which the recoveries strategy has been exhausted in the ordinary course;
- (iv) those in respect of whose accounts there have been satisfied partial settlements;
- (v) those that are subject to bankruptcy; and
- (vi) those whose accounts are barred pursuant to Applicable Law, but, in each case, over which the Transferor retains a legal right to recover amounts owed;

“Order” means the order of the Court sanctioning the Scheme pursuant to section 111 of the Act and any other order of the Court (including any subsequent order) making provision pursuant to section 112(1) of the Act;

“PECR” means the Privacy and Electronic Communications (EC Directive) Regulations 2003;

“Personal Data” has the meaning ascribed to that term in Article 4(1) of the UK GDPR;

“Personal Loan Agreements” means the terms and conditions and any other arrangements in force between the Transferor and a natural person who is a customer of the Business and applicable to the Personal Loans that record the amounts owed to the Transferor by the Customer and the terms on which the Transferor offers credit to the relevant Customer;

“Personal Loans” means the personal loans with the Transferor as lender to Customers and originated by the Transferor on or before 31 August 2024, but excluding the Excluded Personal Loans;

“PRA” means the Prudential Regulation Authority or any successor Regulatory Authority fulfilling the obligations of the Prudential Regulation Authority;

“Proceedings” means any claim, counterclaim, complaint, petition, suit, appeal or other legal process (excluding, for the avoidance of doubt, any actions by the PRA or the FCA), whether intended to have interim or final legal effect in respect of its subject matter, before any court, Governmental Authority, Regulatory Authority, tribunal, arbitration panel, ombudsman or other body subsisting or empowered by law or regulation or by the provisions of an agreement;

“Products” means each of the Credit Cards, Personal Loans and Deposits;

“Regulatory Authority” means any supra-national, national, state, municipal or local government (including any sub-division, court, administrative agency, commission, department, institution, association, tribunal or other authority thereof) or private body exercising any regulatory, administrative or quasi-governmental authority, including any banking or financial services or other regulatory authority, including any Data Protection Authority, which regulates or supervises any part of the Business or any member of the Transferee’s Group or Transferor’s Group;

“Relevant Date” means the date on which a Business Asset or Assumed Liability transfers to the Transferee, being the Effective Date (in respect of Transferring Assets and Transferring Liabilities) or the applicable Subsequent Transfer Date (in respect of a Residual Asset or a Residual Liability or a Restricted Asset or a Restricted Liability or BoE Collateral);

“Residual Asset” means any asset (including any Encumbrance in favour of the Transferor) to be transferred pursuant to paragraph 4.1.1, but whose transfer to and vesting in the Transferee does not take place on the Effective Date, being any asset:

- (i) that is settled in a Customer Account following the Effective Date as a result of a trade which was initiated by the Transferor prior to the Effective Date;
- (ii) in relation to which the Transferee and the Transferor agree in writing prior to the Effective Date would be more conveniently, or which pursuant to the terms of this Scheme is to be, transferred after the Effective Date;
- (iii) which the Court does not have jurisdiction to transfer or which, despite having such jurisdiction, determines not to so transfer; or
- (iv) in relation to which there has been a delay in the transfer for any other reason (other than by reason of being a Restricted Asset);

“Residual Liability” means any liabilities to be transferred pursuant to paragraph 4.1.2, but whose transfer to the Transferee does not take place on the Effective Date, being any Loss:

- (i) in relation to which the Transferee and Transferor agree in writing prior to the Effective Date, would more conveniently be, or which pursuant to the terms of this Scheme is to be, transferred after the Effective Date;
- (ii) which the Court does not have jurisdiction to transfer or which, despite having such jurisdiction, determines not to so transfer; or
- (iii) in relation to which there has been a delay in the transfer for any reason (other than by reason of being a Restricted Liability);

“Restricted Asset” means any:

- (i) credit card products, deposit accounts and/or loan products that would be a Business Asset and transfer to the Transferee at the Effective Date pursuant to the Order and in accordance with the terms of this Scheme, but for it being unable to be lawfully transferred to the Transferee under Applicable Law (including, for the avoidance of doubt, any Sanctioned Asset) at the Effective Date;
- (ii) deposit account which has a negative balance as at the Effective Date (a **“Negative Balance Restricted Asset”**); and

- (iii) other assets of the Transferor that would be a Business Asset and transfer to the Transferee at the Effective Date pursuant to the Order and in accordance with the terms of this Scheme, but for an applicable provision under Applicable Law that prohibits its transfer to the Transferee;

“Restricted Liability” means any liability of the Transferor in respect of a Restricted Asset on the Relevant Date and that would be an Assumed Liability and transfer to the Transferee at the Effective Date pursuant to the Order and in accordance with the terms of this Scheme, but for it being in respect of a Restricted Asset;

“Sanctioned Asset” means any asset of Customers that forms part of the Transferring Business that would be unlawful under Sanctions to transfer to the Transferee pursuant to this Scheme;

“Sanctions” means any economic, financial or trade sanctions administered by the UK (including His Majesty’s Treasury), the United Nations (including its Security Council and any United Nations Security Council Sanctions Committee), the European Union, any Member State of the European Union and/or the United States (including the Office of Foreign Assets Control of the US Department of the Treasury);

“Scheme” means this Scheme in its present form or with any modification thereof, or addition thereto, or condition approved, or imposed by, the Court;

“Set-Off Rights” means rights arising under, or in respect of, any Customer Agreement or Existing Transferee Agreement providing for credit balances on one account to be used as payment towards a Liability arising on, or in respect of, another account or facility;

“Subsequent Transfer Date” means, in relation to any Residual Asset, Residual Liability, Restricted Asset, Restricted Liability or BoE Collateral, each date after the Effective Date, on which such Residual Asset, Residual Liability, Restricted Asset, Restricted Liability or BoE Collateral is or is to be transferred to the Transferee, namely:

- (i) in respect of any Residual Asset falling within paragraph (i) of the definition of Residual Asset, as soon as reasonably practicable following the date on which such Residual Asset is received by the Transferor;
- (ii) in respect of any Residual Asset falling within paragraph (ii) of the definition of Residual Asset, and of any Residual Liability falling within paragraph (i) of the definition of Residual Liability, the date on which the Transferee and the Transferor agree that the transfer shall take effect or on which the Residual Asset or Residual Liability becomes capable of being transferred under the terms of this Scheme;
- (iii) in respect of any Residual Asset falling within paragraph (iii) of the definition of Residual Asset, and of any Residual Liability falling within paragraph (ii) of the definition of Residual Liability, as soon as reasonably practicable following the requisite order or recognition to enable the same to be transferred to the Transferee upon the terms of this Scheme is obtained or no longer required;
- (iv) in respect of any Residual Asset falling within paragraph (iv) of the definition of Residual Asset and, of any Residual Liability falling within paragraph (iii) of the definition of Residual Liability, as soon as reasonably practicable following such transfer becoming capable of being effected;
- (v) in respect of any Restricted Asset (other than a Negative Balance Restricted Asset), as soon as reasonably practicable following the date after the Effective Date (provided such date is no later than one calendar year after the Effective Date) on which such Restricted Asset is no longer subject to the relevant prohibition on transfer;
- (vi) in respect of any Negative Balance Restricted Asset, as soon as reasonably practicable following the date after the Effective Date (provided such date is no later than three calendar

months after the Effective Date) on which the Deposit account to which the Negative Balance Restricted Asset relates returns to a zero or positive balance;

- (vii) in respect of any Restricted Liability, as soon as reasonably practicable following the date after the Effective Date on which the Restricted Asset to which it relates transfers to the Transferee; and
- (viii) in respect of any BoE Collateral, as soon as reasonably practicable following the date after the Effective Date on which the Transferor obtains the legal and beneficial title to the BoE Collateral;

“Suspense Accounts” means deposit accounts which are dormant or inactive, which constitute deposit liabilities for customers whose accounts were closed because they were: (i) resident outside the UK (other than identified UK military or UK diplomat Customers); or (ii) deceased;

“Taxation” or **“Tax”** means all forms of taxation (other than deferred tax) and statutory, governmental, state, provision, local governmental or municipal duties, contributions, rates and levies in each case in the nature of tax, whether levied by reference to income, profits, gains, net wealth, asset values, turnover, added value or otherwise and shall further include payments to a Tax Authority on account of Tax, in each case whether of the UK or elsewhere in the world whenever imposed and in respect of any person and all penalties and interest relating thereto;

“Tax Authority” means HMRC or any other taxing or other authority competent to impose any liability in respect of Taxation or responsible for the administration and/or collection of Taxation or enforcement of any law in relation to Taxation and acting in its capacity as such;

“TFSME Funding” means the outstanding aggregate drawings of the Transferor pursuant to the Bank of England’s term funding scheme with additional incentives for SMEs;

“Transferee Business” means all business carried on by the Transferee, excluding the Transferring Business;

“Transferee’s Group” means the Transferee and its parent undertakings and subsidiary undertakings and any subsidiary undertaking of any such parent undertaking from time to time;

“Transferor’s Group” means the Transferor and its parent undertakings and subsidiary undertakings and any subsidiary undertaking of any such parent undertaking from time to time;

“Transferor’s Insurance Policies” means all insurance policies (whether under policies maintained with third party insurers or any member of the Transferor’s Group) maintained by the Transferor or any other member of the Transferor’s Group in relation to the Business;

“Transferor’s Trade Marks” means any names, trade marks, service marks, business names, company names, trade names, logos, get up, URLs or domain names (**“Names”**), in each case, owned or registered by any member of the Transferor’s Group, including any Names which comprise or include (in whole or in part) any of the marks “Sainsbury’s” and “Nectar”, and any marks which are confusingly similar to, or dilutive of, such Names;

“Transferring Assets” means the Business Assets except to the extent that they are Residual Assets or Restricted Assets;

“Transferring Business” means all the: (i) Transferring Assets and Transferring Liabilities; (ii) Residual Assets and Residual Liabilities transferred to the Transferee pursuant to paragraph 5; (iii) Restricted Assets and Restricted Liabilities transferred to the Transferee pursuant to paragraph 6; and (iv) any BoE Collateral not transferred to the Transferee on the Effective Date but subsequently transferred to the Transferee pursuant to paragraph 7;

“Transferring Liabilities” means the Assumed Liabilities except to the extent that they are Residual Liabilities or Restricted Liabilities;

“Transferring Personal Data” means the Personal Data which is Business Transferred Data in respect of which the Transferor was the data controller immediately before the Relevant Date;

“TUPE Regulations” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended;

“UK GDPR” means the General Data Protection Regulation (2016/679) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018;

“VAT” means: (i) within the UK, any value added tax imposed by VATA 1994; (ii) within the European Union, such Taxation as may be levied in accordance with (but subject to derogations from) the Directive 2006/112/EC; and (iii) outside the UK or the European Union, any similar Taxation levied by reference to added value or sales; and

“VATA 1994” means the Value Added Tax Act 1994.