

**IN THE COURT OF SESSION**  
**UNDERTAKING OF ADAM & COMPANY PLC**

In the Petition of

**THE ROYAL BANK OF SCOTLAND PLC**, a company registered in Scotland under the Companies Acts, with registered number SC090312 and with its registered office at 36 St Andrew Square, Edinburgh, EH2 2YB

and

**ADAM & COMPANY PLC**, a company registered in Scotland under the Companies Acts, with registered number SC083026 and with its registered office at 25 St. Andrew Square, Edinburgh, EH2 1AF

and

**NATIONAL WESTMINSTER BANK PLC**, a company registered in England under the Companies Acts, with registered number 929027 and with its registered office at 135 Bishopsgate, London, EC2M 3UR

for

Sanction of a ring-fencing transfer scheme (the “**Scheme**”), pursuant to Part VII of the Financial Services and Markets Act 2000 (as amended), under which certain personal and business banking and commercial banking businesses of The Royal Bank of Scotland plc (which, subject to regulatory approval, is to be renamed NatWest Markets plc with effect from the Effective Time (as defined in the Scheme)) (“**RBS plc**”) are to be transferred to Adam & Company PLC (which, subject to regulatory approval, is to be renamed The Royal Bank of Scotland plc with effect from the Effective Time) (“**Adam**”) and National Westminster Bank Plc.

SELLAR, QC, for the Petitioner, Adam, undertook to the Court, on its behalf, in the following terms:

- 1.1 This Undertaking applies to any customer (an “**Affected Customer**”) of RBS plc who satisfies the conditions in paragraphs 1.2 and 1.3.
- 1.2 The first condition is that the Affected Customer has with RBS plc one, or more, eligible deposits (the “**Affected Deposits**”), which qualify for compensation under the Financial Services Compensation Scheme (the “**FSCS**”) and which are to be transferred by the Scheme to Adam.
- 1.3 The second condition is in two parts:
  - (i) the first part is that the Affected Customer has, in addition to the Affected Deposits, such eligible deposits with Adam (the “**Adam Deposits**”) at any time prior to the Effective Time; and
  - (ii) the second part of the condition is that the aggregate maximum sum which would be payable to the Affected Customer as compensation in respect of the Affected Deposits and the Adam Deposits under the FSCS, following the transfer of the Affected Deposits to Adam pursuant to the Scheme, would be lower than the aggregate maximum compensation sum payable under the FSCS to the Affected Customer prior to the Scheme becoming effective: (a) in respect of the Affected Deposits; and (b) in respect of the Adam Deposits.
- 2 Subject to the qualification in paragraph 5, an Affected Customer who satisfies the conditions in paragraphs 1.2 and 1.3 may request the withdrawal of all, or part, of any Affected Deposit, or any Adam Deposit, at any time from the date of the Final Hearing sanctioning the Scheme until the

date that is three months after the Effective Time, that withdrawal to take effect as soon as reasonably practicable.

- 3 Such a withdrawal request may be made on any Business Day and without the Affected Customer complying with any requirement to give notice to which the Affected Customer would otherwise be subject.
- 4 Such a withdrawal shall be without loss of any accrued interest and without the Affected Customer incurring any charge that would otherwise apply in consequence of that withdrawal.
- 5 “**Business Day**” means a day (other than a Saturday or Sunday or public holiday) on which banks in the United Kingdom are open for the transaction of normal banking business.
- 6 Adam shall not be obliged to permit an Affected Customer to withdraw any Affected Deposit or Adam Deposit in accordance with paragraph 2, where the Affected Deposit or the Adam Deposit is subject to a right of set-off or a right in security which exists immediately prior to the Effective Time, or which is acquired by Adam after the date of its transfer by the Scheme. Where any Affected Deposit, or any Adam Deposit, is subject to a right of set-off or a right in security acquired by Adam solely in consequence of the Scheme, Adam shall be obliged to permit such withdrawal.