

Schedule 2

IS Communication Framework

The principles, activities and responsibilities described in this IS Communication Framework shall (subject to RBS's obligations under the Data Protection Legislation and any views or feedback received from the Information Commissioner's Office and FCA) apply in connection with the communication by RBS of Incentivised Switching to Target Customers:

1 General Principles

- 1.1** RBS shall communicate Incentivised Switching to Target Customers in accordance with:
 - 1.1.1** all requirements imposed upon RBS by an Authority; and
 - 1.1.2** all requirements of Applicable Law (including the FCA Rules, the PRA Rules and the Data Protection Legislation) and all applicable guidance issued by the Information Commissioner's Office;
- 1.2** RBS shall consider (i) the Direct Marketing Code of Practice issued by the Direct Marketing Association, and (ii) any feedback or complaints received from customers, when it communicates Incentivised Switching to Target Customers;
- 1.3** RBS shall contact Target Customers using such range of communication channels as RBS shall reasonably consider to be appropriate in relation to Incentivised Switching and to direct Target Customers to the Business Banking Switch Website (as defined below) (including telephone calls, in-branch prompts and leaflets, contact from relationship managers, e-mail, e-prompts, websites, post, text messages and digital capability);
- 1.4** the frequency of communication of Incentivised Switching to Target Customers shall be determined by RBS in consultation with the IB;
- 1.5** RBS shall be under no obligation to communicate Incentivised Switching to Target Customers if all of such customer's accounts are Dormant Accounts and/or in Collections and Recoveries;
- 1.6** when communicating Incentivised Switching to Target Customers, RBS shall inform Target Customers that the Company will have absolute discretion to accept or refuse such Target Customer as a customer in accordance with the Company's usual criteria and processes and that neither RBS, nor HMT, nor the IB shall have any liability as a result of or in connection with the decision of the Company to accept or refuse a Target Customer; and
- 1.7** RBS shall provide Target Customers with a mechanism by which they can indicate their wish to withdraw their consent to receiving further communications of the Company's offers in connection with Incentivised Switching ("**Withdraw**" or "**Withdrawal**") and shall forward those wishes to the Company. The mechanism will include details of RBS's identity and a valid method of contact for customers to use to indicate their wish to Withdraw.

2 Communication of Incentivised Switching

- 2.1** The Company Offering shall be supplied by the Company to the IB in the form of the offer template provided by the IB from time to time (the "**Offer Template**").
- 2.2** The Company shall provide information relating to the Company Offering by submitting completed Offer Templates from time to time in accordance with paragraph 3.

- 2.3** RBS shall communicate Incentivised Switching to Target Customers using all of the information provided by the Company in such completed Offer Templates. For the avoidance of doubt, RBS may need to change the order in which information from any Offer Templates is presented in communication materials from the order in which it is presented in any Offer Template.
- 2.4** RBS may, in consultation with the IB, amend the format of and/or the data fields to be populated within the Offer Template from time to time without the Company's consent but RBS will not amend or verify any information provided by the Company in an Offer Template.
- 2.5** The Company accepts that it has sole responsibility for compliance with the requirements of the IS Scheme, including the Terms & Conditions and clause 3.6(E) of the IS Agreement, and that RBS is reliant on such compliance when communicating any Company Offering to Target Customers (which may include statements that the switching proposition made pursuant to such Company Offering is exclusive to Incentivised Switching and not otherwise available to customers who might switch their banking products to the Company other than through Incentivised Switching).
- 2.6** If notified by the IB that clause 3.15 of the IS Agreement applies, RBS shall cease communication of Incentivised Switching to Target Customers.

3 Provision of Offer Template

- 3.1** The Company shall, by the date specified by the IB:
- 3.1.1** submit to the IB an Offer Template which has been populated in accordance with the instructions set out in the Offer Template; and
 - 3.1.2** provide to the IB and/or RBS (as the IB may direct) any logos to be used in communicating the Company Offering in accordance with the specifications set out in the Offer Template.
- 3.2** If the Company has submitted a revised Company Offering and this has been approved by the IB in accordance with clauses 3.7 and 3.11 of the IS Agreement and the IB has notified RBS of such approval before the Cut-off Date, RBS shall update its communication of Incentivised Switching to Target Customers with information from such revised Company Offering at the start of the following Relevant Communication Period.
- 3.3** If, in respect of an upcoming Relevant Communication Period, any revised Company Offering is approved by the IB and the IB has notified RBS of such approval after the Cut-off Date, RBS shall communicate information from such revised Company Offering to Target Customers at the start of the next Relevant Communication Period after such upcoming Relevant Communication Period.
- 3.4** If the IB, following consultation with RBS, decides to change the duration of any future Relevant Communication Period, it shall notify the Company and RBS of such decision at least one month before the commencement of such Relevant Communication Period.
- 3.5** Subject to paragraphs 3.6 and 3.7, unless otherwise agreed between the Company, the IB and RBS, RBS shall not be obliged to update its communication of Incentivised Switching to Target Customers with information from a revised Company Offering:
- 3.5.1** other than once at the start of each Relevant Communication Period; or
-

- 3.5.2 before the start of the next Relevant Communication Period after the date on which such revised Company Offering is submitted to and approved by the IB.
- 3.6 If there is a change in the Bank of England official bank rate or the Company Offering contains, in the Company's reasonable judgment, any manifest errors or omissions:
- 3.6.1 the Company may submit a revised Company Offering to the IB for review in accordance with clauses 3.6(A) and 3.7 of the IS Agreement; and
- 3.6.2 once the revised Company Offering has been approved by the IB, the IB shall promptly notify RBS of such approval and RBS shall update its communication of Incentivised Switching to Target Customers with information from such revised Company Offering within five Business Days of receiving notice of such approval from the IB.
- 3.7 Subject to paragraph 5, if no revised Company Offering is submitted pursuant to paragraphs 3.2 or 3.6 above or clauses 3.6(A) and 3.11 of the IS Agreement, RBS shall continue to communicate Incentivised Switching to Target Customers using the information from the last Company Offering submitted by the Company and approved by the IB.
- 3.8 The IB shall provide any revised Company Offering submitted to it by the Company pursuant to the provisions of this paragraph 3 or the IS Agreement, or any updates to such Company Offering made at the IB's request, to RBS promptly upon receipt and in any event no later than 14 Business Days before the start of any Relevant Communication Period.
- 3.9 The Company agrees that the provisions of the IS Agreement (including but not limited to the Terms & Conditions and any warranties, representations and undertakings given or made by the Company thereunder) shall be deemed to apply in the same manner (and, if applicable, be deemed to be repeated) in relation to any Company Offering both (i) at the time of submission of any Company Offering to the IB, and (ii) at the start of each Relevant Communication Period.
- 3.10 The Company shall ensure that its Company Offering does not contain any information other than information directly relevant to BCA products or Loan Products (or, in each case, related services or incentives) it wishes to offer pursuant to Incentivised Switching.
- 3.11 The Company shall not make any unauthorised statement or representation in relation to Incentivised Switching, the IB or RBS.
- 3.12 For the avoidance of doubt, RBS shall not be obliged to check the contents of any Offer Template submitted by the Company.
- 4 Business Banking Switch Website**
- 4.1 The Company Offering shall be published on a dedicated website hosted or otherwise managed by RBS (the "**Business Banking Switch Website**").
- 4.2 The Business Banking Switch Website shall contain information from all companies participating in Incentivised Switching and shall be accessible or otherwise be made available to Target Customers.
- 5 Removal of Company Offering from Business Banking Switch Website**
-

5.1 Where, in the Company's reasonable judgment, there has been an adverse change of circumstances or condition which precludes it from accepting the transfer of Target Customers from RBS:

5.1.1 the Company may contact the IB and request that the Company Offering be removed from the Business Banking Switch Website (in its entirety or with respect to one or more Turnover Bands); and

5.1.2 the IB shall promptly notify RBS (specifying the relevant Company Offering and, if applicable, the relevant Turnover Band within a Company Offering which is to be removed) and RBS shall remove the relevant content from the Business Banking Switch Website as soon as reasonably practicable and in any event within two Business Days of being notified.

5.2 If all or part of the Company Offering has been removed from the Business Banking Switch Website pursuant to the provisions of this paragraph 5, the Company shall only be entitled to submit a revised Company Offering (in its entirety or for one or more Turnover Bands, as applicable) to the IB for communication to Target Customers from the start of the next Relevant Communication Period and the provisions of clauses 3.6(A) and 3.7 of the IS Agreement shall apply to such submission accordingly. The Company agrees that it shall submit such revised Company Offering to the IB for review within such timeframes as the IB may determine and communicate to the Company. The Company acknowledges and agrees that if it does not submit a revised Company Offering to the IB for review within such timeframes (and in any event by no later than the date falling fifteen Business Days prior to the start of the Relevant Communication Period), the IB shall be under no obligation to consider or approve such revised Company Offering for the purposes of the Relevant Communication Period. Once approved, the IB shall notify RBS of such approval before the Cut-off Date.

5.3 The IB shall provide any revised Company Offering submitted to it by the Company pursuant to the provisions of this paragraph 5, or any updates to such Company Offering made at the IB's request, to RBS promptly upon receipt from the Company and in any event no later than 14 Business Days before the start of any Relevant Communication Period.

6 Provision of Contact Details

6.1 The secure method by which RBS transfers any Contact Details to the Company shall be determined by RBS in its sole discretion, following consultation with the Company.

6.2 RBS is only required to disclose such Contact Details as are proportionate and appropriate to disclose to the Company to enable the Company to make contact with Target Customers (e.g. a telephone number need only be disclosed where a preference for telephone contact has been recorded).

6.3 RBS shall transfer relevant Contact Details to the Company at least once per Business Day or at such higher frequency as RBS and the Company may agree from time to time.

6.4 Subject to paragraph 6.2, such Contact Details shall, unless otherwise agreed between the Company and RBS and notified to the IB, include the following information in RBS' then current possession, as appropriate:

- 6.4.1 business name, contact first name, contact last name, contact e-mail address, contact phone number, in each case in the form and to the extent provided by Target Customers via the Business Banking Switch Website; and
- 6.4.2 such other information as RBS determines is appropriate, which may include an offer reference (allowing the Company to identify which switching offer a Target Customer has expressed an interest in being contacted about by the Company), status code (i.e. whether a Target Customer has consented to being contacted by any of the preferred methods of contact identified in paragraph 6.4.1 (a “**Consent**”) or exercised a Withdrawal), the time and date of any Consent or Withdrawal by a Target Customer, Turnover Band, unique customer identifier (specific to Incentivised Switching but independent of any personal data held by RBS for any Target Customer), consent ID (appended to any click-through hyperlinks to such landing page specific to Incentivised Switching as specified by the Company in its Offer Template from time to time and created in order to allow the Company to match any click-through application made by a Target Customer through the Business Banking Switch Website with the Contact Details provided by RBS to the Company pursuant to this paragraph 6), post code and last six digits of Target Customer’s primary account number.
- 6.5 RBS shall not be obliged to verify or update any of the Contact Details after they have been provided to the Company.

7 Definitions and Interpretation

In this Schedule:

“**Business Banking Switch Website**” has the meaning given in paragraph 4.1 of this Schedule;

“**Collections and Recoveries**” has the meaning given in Schedule 1 (*IS Terms & Conditions*);

“**Cut-off Date**” means the date falling five Business Days prior to the start of a Relevant Communication Period;

“**Dormant Account**” has the meaning given in Schedule 1 (*IS Terms & Conditions*);

“**HMT**” means the Commissioners of Her Majesty’s Treasury of 1 Horse Guards Road, London, SW1A 2HQ;

“**Incentivised Switching**” has the meaning given in Schedule 1 (*IS Terms & Conditions*);

“**IS Agreement**” means the incentivised switching agreement between the Company and the IB in relation to the Company’s application to participate in Incentivised Switching;

“**Loan Product**” has the meaning given in Schedule 3 (*Dowry Calculation Schedule*);

“**Turnover Band**” has the meaning given in Schedule 3 (*Dowry Calculation Schedule*); and

“**Relevant Communication Period**” means each three-month period commencing on the date three months after the IS Commencement Date, or such period as the IB may, in consultation with RBS, determine from time to time and notify to the Company and RBS in accordance with paragraph 3.4 of this Schedule.