



National Westminster Bank Plc

03-Apr-2020

Conditional Offer of Employment

This job offer is conditional upon you satisfying any additional screening checks that we need to complete.

Your ValueAccount includes pension funding of 10% of your salary. When you join us, usually a minimum of 8% of your Value Account (or £10,000, if lower) will be paid from your Value Account into your RBS pension. You can elect to contribute more into your pension if you like. It may be possible in certain circumstances to opt out of this minimum pension contribution, subject to an opt out charge - you can find out more details by clicking [here](#) (you need to click on your location on the right-hand side first and then select Retirement Savings Plan from the benefits list).

Terms and Conditions of Employment

Employer: National Westminster Bank Plc (the "Company") whose registered office is at 250 Bishopsgate, London EC2M 4AA.

Employee: Lohith Basavaraj, .

Throughout this contract The Royal Bank of Scotland Group is referred to as the "Group" and includes The Royal Bank of Scotland Group plc and any subsidiaries and associated companies, including but not limited to the Company. A company in the Group is referred to as "Group Company".

Start Date

The start date of your employment in terms of this contract is 01-May-2020. The start date of your period of continuous employment is 01-May-2020.

Job Title

Your job title will be Data Engineer C9 .

You must perform all your duties faithfully and diligently and to the best of your ability. You may be required by the Company, from time to time, to perform other duties for the Company and any other Group Company as well as or instead of your existing ones as the Company considers appropriate. We may second you or transfer your employment to any Group Company at any time during your employment according to business requirements on a temporary or permanent basis.

Whilst you are employed by the Company you must not undertake any other employment, position, or office, whether paid or unpaid, or engage or be involved or interested, whether directly or indirectly, in



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any other trade, business, profession or organisation (either during or outside your working hours for the Company) unless you have obtained our prior written consent.

Location

You will be based at London, 40 Islington High St. However, some roles are flexible and allow you to work from home or at other locations (such as spoke sites). Your line manager will tell you if this applies to your role and if it does, agree how it will work for your role. You must ensure that your home address is kept up to date on workday.

The Company may, at its absolute discretion, require you to work at or transfer to another location within reasonable travelling distance of your existing workplace or your home (in either case temporarily or permanently). Where the requirement is for you to work permanently at another location reasonable notice will be given to you in advance. In addition, you shall also be required to travel to and attend training and/or meetings at other locations (including locations overseas) as notified to you by the Company.

If you work from home (whether regularly or occasionally) you are required to comply with the obligations and requirements set out in the home working sections of the flexible working policy and support pack and the related policies and guidance whilst you work from home. Copies of these documents can be found on the Company's intranet. If you have any questions about the requirements, please speak to your line manager.

Hours of work

Your normal hours will be 35 each week. If you are grade level A or B and work in a GB cash centre, your hours will usually be based on a 4 week 140 hour working cycle. If you are grade level A, any overtime or excess hours will be based on your hours over the 4 week cycle.

Your normal working week will run from between the hours of Monday – Sunday (24hrs) (United Kingdom).

Your manager will allocate your working days and times. We have the right to vary the number of hours, days and times which you work to meet the needs of the business. If this happens you will be given reasonable notice - normally at least two weeks.

Overtime

You will be required to work the hours necessary to fulfil the responsibilities of your role. Your role does not qualify for overtime payment for any additional hours worked.

ValueAccount

As part of Your Reward you will receive a ValueAccount of £92,520.00 per annum. This is composed of a salary element of £77,100.00, benefit and pension funding.



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Through RBSelect, the Group's flexible benefits package, you can elect to take your ValueAccount as a combination of cash and benefits (where applicable, subject to deductions in respect of core benefits and pension contributions).

Your 'salary element' will be used to calculate certain benefits, such as redundancy/severance payments. After deducting your RBSelect charges, the balance of your ValueAccount is paid in monthly instalments on the 18th of each month for the calendar month.

Holiday

The annual leave year runs from 1st January to 31st December.

Your paid annual leave entitlement will be 30 days. You are also entitled to public holidays in each annual leave year, further details of which are outlined in our GB and offshore holiday policy and support pack. If you work less than full time hours you will be entitled to the pro rated equivalent annual leave entitlement.

If you join or leave during a holiday year, your entitlement in respect of that year will be reduced on a pro-rated basis. When your employment ends, you'll be paid any accrued but untaken holiday calculated based on the salary element of your ValueAccount only. If you have taken more holidays than your entitlement for the number of full months worked, we will deduct the excess number of days' holiday from your final month's salary. Full details of the holiday policy are available on the Group's intranet, or from your line manager.

Bonus

The Group may consider you for a discretionary bonus/ award under such share/ incentive plans/ bonus scheme as are implemented subject to the sole discretion of the Group from time to time. Any such bonus/ award will be subject to the rules of the relevant plans and the terms of the Group's remuneration policy as amended from time to time, as well as any bonus/ award letters and statements subsequently issued.

Any bonus/ awards made to you will be discretionary and will not form part of your contractual pay. In addition, such bonuses/ awards will be conditional on sustainable performance within acceptable risk parameters and will be subject to forfeiture, reduction and recovery in accordance with the rules of the relevant plans/ schemes and related policies, the Group's remuneration policy and all relevant regulatory requirements, recommendations and rules as amended from time to time.

The exercise of discretion to make a bonus/ award to you in one financial year or other period will not bind the Group or act as a precedent for the exercise of discretion or the grant or payout of any bonus/ award or bonus/ award amount at any other time.

If, on or before the date when a bonus/ award might otherwise have been granted, your employment has



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terminated or either party has given notice under these terms and conditions to terminate your employment, you will have no entitlement to be considered for a bonus/ award.

The Group reserves the right to change the rules of any share/ incentive plan (or bonus scheme if applicable), or to cancel such plan/ scheme, at any time without prior notice. In the event of any conflict, the rules of any relevant plan/ scheme (as amended from time to time) shall take precedence over these terms and conditions.

Pensions

You are eligible for membership of the Group's pension arrangements. Full details are available through RBSelect.

New joiners and members of the Retirement Savings Plan

If you are joining the Group, you will be enrolled into the Royal Bank of Scotland Group Retirement Savings Plan (the "RSP") or such other pension arrangement as the Group and / or Company decides at a default contribution rate. If you are an existing employee and already a RSP member, you'll remain a member. Contributions will be paid from your ValueAccount. The Company and / or Group may set minimum contribution rates from time to time.

Members of the defined benefit scheme

Unless we inform you otherwise, if you are already a member of a company defined benefit pension scheme, you will remain a member of that scheme (the "Scheme"). Any adjustment in respect of historical service or any special terms will continue to apply. Your membership of the Scheme is subject to the Scheme rules.

Following acceptance of this contract, in the event that the Company increases your ValueAccount and/ or the salary element of your ValueAccount, such increase in remuneration will, for pension contribution and pension benefit purposes, be limited to the lower of the following rates:

- (i) the actual annual rate of increase in remuneration for any particular year; or
- (ii) 2%; or
- (iii) the annual rate of increase in the Consumer Price Index in the 12 month period ending on the previous September.

The Company and / or Group reserves the right to amend, vary or terminate the RSP or the Scheme in accordance with the RSP or Scheme rules (as applicable).

Core Benefits

RBSelect currently does, and may from time to time, provide minimum levels of cover for some core benefits (e.g. disability cover, life assurance), the charges for which are deducted from your ValueAccount (along with the charges for any additional benefits or increased level of cover which you opt for via RBSelect). Private medical cover benefit is a core benefit for colleagues at grade level C and



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above. You can opt out of the private medical scheme but will still be subject to the RBSelect charge. Please note that these charges may increase or decrease from time to time. Full details of the applicable rules, RBSelect, and any relevant minimum cover levels are available online. You consent to the deductions referred to in this clause being made.

Period of notice

If you decide to leave our employment or if the Company decides to terminate your employment, the prior written notice required from either party is twelve weeks.

To the extent that local legislation provides for minimum notice periods which exceed those stated herein then the statutory minimum shall apply.

Where notice is given by either party, we reserve the right (in our sole and absolute discretion) to terminate your employment immediately and make a payment in lieu of notice which will be based on the salary element of your ValueAccount only. The Company may terminate your employment summarily and without a payment in lieu in the event of gross misconduct or serious breach of your employment obligations.

We may, at any time during your notice period (whether notice is given by you or us), and in our absolute discretion, (i) alter your duties or (ii) instruct you to remain away from work on garden leave ('Garden Leave').

Restrictive Covenants

For the purposes of this clause:

- 'Termination Date' means the date of termination of your employment with the Company for whatever reason;

- 'Confidential Information' has the meaning given to it in the Confidentiality clause in this contract;

- 'Business' means those parts of the business carried on at the Termination Date by the Company or any other Group Company with which you were involved to a material extent at any time during the Relevant Period;

- 'Restricted Period' means the period of six months commencing on the Termination Date, less any period immediately prior to the Termination Date, which you have been required by the Company to spend on Garden Leave;

- 'Relevant Period' means:

- (i) if you are placed on Garden Leave, the period of 12 months prior to the commencement of Garden Leave; or

- (ii) if you are not placed on Garden Leave, the period of 12 months prior to the Termination Date (or, if



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not employed for 12 months, the duration of your employment);

- 'Customer' means any person, firm, company, organisation or other entity who or which, at any time during the Relevant Period, (a) was a customer or client of the Company or (b) has had negotiations or discussions about the supply or about products or services supplied or provided by the Company or any other Group Company and:

(i) with whom or which, during the Relevant Period, you had business dealings, negotiations or discussions, in the course of your employment; or

(ii) in relation to whom or which you are, by reason of your employment, in possession of any trade secrets or Confidential Information;

- 'Relevant Third Party' means any person, firm, company, organisation or other entity who or which, at any time during the Relevant Period, was an investor with or an exclusive supplier to the Company or any other Group Company (other than a supplier of utilities and goods or services for administrative purposes) and:

(i) with whom or which, during the Relevant Period, you had business dealings in the course of your employment; or

(ii) in relation to whom or which you are, by reason of your employment, in possession of any trade secrets or Confidential Information; and

- 'Relevant Person' means any person with whom you had been in contact with during the Relevant Period and who was at the Termination Date (i) a director of the Company or any other Group Company or (ii) an employee of the Company or any other Group Company at Grade level B – F (previously appointed, managerial, senior managerial or executive level) or (iii) a consultant of the Company or any other Group Company.

You agree, as separate and independent obligations, that during the Restricted Period you will not without the prior written consent of the Company, which shall not be unreasonably withheld or delayed, directly or indirectly, either on your own behalf or for, with, through or on behalf of any other person, firm, organisation, company or other entity:

(i) in competition with the Business (a) solicit, or entice away or endeavour to solicit, or entice away the custom or business of any Customer from the Company or any other Group Company or (b) interfere adversely with or endeavour to interfere adversely with the Company's or any other Group Company's relationship with any Customer;

(ii) in competition with the Business, do any business with, accept orders from, or have any business dealings with any Customer;

(iii) cause or endeavour to cause any Relevant Third Party to either cease investing in or doing business with the Company or any other Group Company or to materially alter the terms of its investment in or on which it transacts business with the Company or any Group Company in a manner detrimental to the



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Company or any other Group Company;

(iv) solicit, induce or endeavour to solicit or induce any Relevant Person to cease working for or providing services to the Company or any other Group Company, whether or not any such Relevant Person would thereby commit a breach of contract; or

(v) employ or otherwise engage or attempt to employ or otherwise engage in any business in competition with the Business, any Relevant Person, whether or not any such Relevant Person would thereby commit a breach of contract.

You further agree that you shall not, following the termination of your employment with the Company represent yourself or hold yourself out as being in any way connected with the business of the Company or any other Group Company.

You acknowledge and agree that:

(i) the restrictions contained in this clause (the "Restrictions") are considered by the parties to be reasonable in all the circumstances;

(ii) the duration and extent of each of the Restrictions are no greater than necessary for the protection of the Company's legitimate commercial interests and/or those of any other Group Company;

(iii) if any of the Restrictions by itself, or taken together with any of the others, is found to be void or unenforceable, but would be valid if some part of it were deleted or modified, such Restriction shall apply with such modification as may be necessary to make it valid and effective; and

(iv) the Restrictions are separate and severable and enforceable as such, so that if any Restriction is determined as being unenforceable in whole or in part for any reason, that shall not affect the enforceability of any of the remaining Restrictions or, in the case of part of a Restriction being unenforceable, of the remainder of that Restriction.

Any benefit given or deemed to be given by you to any other Group Company under the terms of this clause is received and held on trust by the Company for the relevant Group Company. You hereby agree to enter into appropriate restrictive covenants of a similar scope and duration to the Restrictions directly with any other Group Company if requested to do so by the Company.

Policies and Procedures

You must comply with the Company's and Group's policies and procedures (as applicable from time to time), including but not limited to the Code of Conduct. Unless expressly stated otherwise, those policies and procedures do not form part of your contract and the Company and the Group may amend, remove or replace them at its or their absolute discretion.



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The bank has various policies and support packs in place relating to leave including family friendly leave. Please refer to the relevant policies, which are available on the intranet, for details of what may be available to you.

Return of Property

When your employment ends (or earlier on demand by the Group) you are required to return to the Group without retaining any copies, all Confidential Information, and all other property and equipment in acceptable condition.

Regulatory Requirements

It is a condition of your appointment and your continued employment that you satisfy (and continue to satisfy) all relevant requirements, qualifications, recommendations, rules and regulations, as amended from time to time (including any such requirements, recommendations, rules and regulations regarding handover arrangements), of (i) any regulatory body whose consent or approval is required for you to undertake (or continue to undertake) your duties; (ii) the UK Listing Authority; (iii) all other regulatory authorities relevant to the Company and / or the Group; and (iv) any internal policies and procedures of the Company and / or the Group (including the code of conduct) to the extent these are issued or implemented pursuant to regulatory requirements.

Standards, Qualifications & Assessments

You are required to attain any standards and qualifications and / or pass any assessments and / or training (whether internal or external) considered necessary by the Company and / or the Group to meet any requirements imposed on it / them including those imposed by a regulatory authority. You will be provided with details of such standards and requirements separately. Failure to meet these standards may result in disciplinary action being taken against you, up to and including dismissal.

As a minimum you are required to complete the bank's mandatory Group Policy Learning modules. You may be required to undertake additional mandatory learning depending on where you work and you'll be informed of this. The Company provides lots of other learning opportunities, details of which are on the Company's intranet.

Deductions from Salary

You agree that the Company and any other Group Company may at any time during your employment or after its termination make deductions in respect of any sums owed by you in any form to the Company or any other Group Company. Such deductions may be made from any payment or other sums due to you.

Absence

If you are absent due to sickness you should follow the sickness absence procedure which is available



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on the Group's intranet or from your line manager. Payment of sick pay other than Statutory Sick Pay (where applicable) is at the discretion of the Group.

Discipline & Grievance

Details of our disciplinary and grievance procedures are available on the Group's intranet or from your line manager. These procedures do not form part of your contract. If you wish to appeal against a disciplinary decision, you should do so in writing to the Manager (Appeals) Human Resources, Policy & Advice Services. If you wish to raise a grievance, you should put this in writing to your line manager.

Intellectual Property

For the purposes of this clause and the Confidentiality clause below, "Intellectual Property" means patents, rights to inventions, trade marks, service marks, registered designs (including applications for and rights to apply for any of them), unregistered design rights, trade or business names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, copyright and related rights, rights in computer software, database rights, topography rights, rights in Confidential Information (including know-how and trade secrets) and any similar or equivalent rights which may or now in the future exist in any country in the world.

Subject to the provisions of the Patents Act 1977 and the Copyright, Designs and Patents Act 1988 (or where the contract is not governed by the law of the United Kingdom any equivalent applicable local law), all Intellectual Property generated by you in the course of your employment will on its creation be automatically be owned by the Company in accordance with law. To the extent that all Intellectual Property created by you does not vest automatically in the Company, you hereby assign all present and future Intellectual Property to the Company.

You agree that you will co-operate fully, and do all acts required, execute such deeds and documents and provide all assistance as the Company may reasonably require (at the Company's expense), to ensure that Intellectual Property is assigned to the Company or any other member of the Group as directed with full title guarantee, and to enable the Company to obtain and maintain the benefit of all rights in the Intellectual Property in any part of the world. The Company will, in its sole discretion, be entitled to apply for any present or future rights, title and interest and applications for rights, title and interest or forms of protection of a similar nature relating to the Intellectual Property created by you. You also agree to do nothing, during or after your employment, to affect the validity of any Intellectual Property. You also agree to waive all moral rights in any Intellectual Property, whether conferred by statute or otherwise.

The Company may delegate its rights and/or obligations under this clause to another member of the Group or other nominee. Rights and obligations in this clause shall survive termination of your employment for any reason.

Data Protection



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You shall at all times during your employment with the Group act in accordance with the Group's Privacy & Client Confidentiality Policy and any data protection, privacy and client confidentiality policies, procedures and accountabilities as amended from time to time and any applicable local privacy law. Breach of this undertaking could lead to disciplinary action.

The Employee Privacy Notice contains detailed information about how we process your personal information, including how we process your sensitive personal information, disclosures of your personal information to third parties (such as suppliers or credit reference agencies), intra group sharing of personal information and international transfers of your personal information.

Employee Credit Check

The Group (or its subsidiary companies and/or their appointed agents) may carry out such credit reference searches in relation to you, including searches of customer credit records, as it considers necessary from time to time.

Confidentiality

"Confidential Information" is information (whether or not recorded in documentary form, or stored on any magnetic or optical disk or memory) relating to the business, commercial affairs and business transactions of the Company and the Group including but not limited to, information about the customers and clients and potential customers and clients (including but not limited to their identity, their accounts and all products and policies held by them) employees; suppliers (whether former, actual or potential); and any other third party; Group contracts; pricing structures; financial and marketing details; terms of business; business plans; actual or proposed transactions with, (including but not limited to), the Group's customers, suppliers, advisers, regulators and other business connections; premises; assets; internal communications; Intellectual Property; technical systems and data; designs; formulae; product lines projects; operational procedures; processes; research activities; negotiating position; forward planning; technical and product developments; accounts; finances; computer software; information relating directly or indirectly to particular securities or issuers thereof (both Group Companies and third parties) and which would if generally available, be likely to have an effect on the price of such securities or related investments ("Price Sensitive Information"); general know-how of the Company or any Group Company; forecasts, budgets and other non-public financial information; and any other information which is marked as, or which you are otherwise informed is, confidential (or similar or of a higher security classification including but not limited to secret or internal) or which you ought reasonably to otherwise know in all the circumstances is regarded as confidential by the Company or the Group.

All such Confidential Information is the property of the Company or the Group. You acknowledge that, during your employment or as a result of your employment with the Group, you will acquire access to Confidential Information. Subject to the need to use or disclose Confidential Information in the proper performance of your duties to the Group, you agree that you will not at any time (including after your employment ends), whether on your own behalf or in any capacity on behalf of any other person, firm, company or organisation, disclose, reveal, cause the publication of or otherwise make use of any such Confidential Information or trade secrets to any individual, company, other business entity or legal person



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whether for your personal gain or otherwise. You will not make any direct or indirect detrimental or derogatory references to the Group, its directors or employees in any form.

You will use your best endeavours to prevent the disclosure of any Confidential Information and will inform the Company immediately of any instances of disclosure of which you become aware. For the avoidance of doubt, 'disclosure' includes (but is not limited to) disclosure on the internet or any social media. In relation to Price Sensitive Information, you will also ensure that any disclosure, if required in the proper performance of your duties, is made in a manner that is compliant with applicable laws and regulations and Group procedures relating to the disclosure of such information. You are only permitted to make, use or copy any notes or memoranda relating to the Company or the Group for the purposes of your job. Copyright in such notes or memoranda will belong to the Company or the Group.

You acknowledge and understand that:

1. maintaining absolute confidentiality is crucial to the Group whose business depends upon the discretion of employees and contracted personnel;
2. a breach of this clause will be regarded as a serious disciplinary matter and may, if committed while you are employed by the Company, result in disciplinary action being taken against you up to and including dismissal without notice and/or criminal proceedings;
3. this clause will apply to all the Group's business and will remain in full force and effect after your employment ends;
4. this clause will apply unless you have express written consent from the Group to disclose the Confidential Information.

This clause shall not:

- (i) apply to information or knowledge that is already in the public domain, other than by way of unauthorised use or disclosure (by you or a third party);
- (ii) apply to any information you disclose in accordance with applicable public interest/protected disclosure legislation;
- (iii) apply to any information that you are required to disclose in accordance with an order of a court or tribunal of competent jurisdiction;
- (iv) in any way prevent you from (a) reporting an offence to the police or other law enforcement agency; (b) co-operating with a criminal investigation or prosecution; (c) reporting misconduct, or a serious breach of regulatory requirements, to an appropriate regulator; or (d) otherwise taking any actions as required by law or regulatory obligation;
- (v) prevent you from raising any internal concern whether via Resolving Issues at Work, Speak Up or any other avenue.

You agree that the undertakings comprised in this clause are reasonable and necessary to protect the legitimate business interests of the Group both during and after the termination of your employment.

Changes to Terms and Conditions

We reserve the right to make reasonable changes to any of your terms and conditions of employment. We will inform you of changes by way of a general notice to all employees through the Group's intranet



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or by other means of employee communication.

Entitlement to Work

You warrant that you are entitled to work in the United Kingdom for the Company, and you shall provide such evidence of your entitlement to do so as the Company may reasonably require. You undertake to notify the Company immediately if you cease to be so entitled. Should you cease to be entitled to work in the jurisdiction above or where you are unable to provide the evidence requested, the Company will be entitled to terminate your employment summarily.

Governing Law

The interpretation and enforcement of this contract shall be governed by and construed in all respects in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

Third Party Rights

No one other than a party to this contract shall have any right to enforce any of its terms.