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# BUSINESS EXIT PROGRAMME TERMS AND CONDITIONS

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*Coutts*

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## 1 INTRODUCTION

### 1.1 Your agreement with us

You agree that by submitting your details to access the Coutts Business Exit Programme (the **Programme**), you are agreeing to be bound by the terms of this agreement with us (Coutts & Company), and to your personal data being processed in accordance with our Privacy Notice, which can be found at [www.coutts.com/privacynotice](http://www.coutts.com/privacynotice).

These terms explain how the Programme will be delivered by us and the rights and responsibilities that each of us has in relation to the Programme. If you do not agree to these terms, please do **not** proceed with this page.

The meanings of certain terms in this agreement are set out at the end of this document.

### 1.2 The law that applies to your agreement

If you live in Scotland, Scots law applies to this agreement. If you live anywhere else, English law applies to this agreement. If there's a dispute between us, either party can take legal action in any UK court.

## 2 THE PROGRAMME

2.1 The Programme is made up of several short videos available on our Coutts Business Exit Programme website which cover a range of topics including planning for your business exit, what to consider, choosing corporate finance advisors and planning for life after exit. You may choose to access some or all of this content at a time that suits you.

2.2 We deliver the Programme with support from partners, including in particular other members of the NatWest Group, and certain third-party corporate finance advisors that are on our referral panel (please see section 3 below). Please note, we may provide certain personal data to our partners, only to the extent this is necessary for the delivery of the Programme, and by agreeing to these terms you also agree to us sharing information for this purpose.

### 2.3 The nature of the services and the advice we provide

We are providing the Programme to you free of charge.

You understand and agree that any information, including training materials provided to you as part of this Programme is for educational and information purposes only, and is not designed to be and shall not be treated as a personal recommendation or any form of investment, financial or corporate finance advice.

## 3 CORPORATE FINANCE REFERRAL SERVICE

### 3.1 What is the Corporate Finance Referral Service

By participating in the Programme, you will have access to certain corporate finance advisory services provided by certain advisor firms on our panel (the **Advisors**). Therefore, by agreeing to

participate in the Programme, you will be accessing the Coutts corporate finance referral service (the **Service**), which is managed primarily through our Strategic Solutions team in London (**SSG**).

If you wish to discuss your business sale or other transaction further with any of the Advisors, please contact Greg Kyle-Langley on [greg.kyle-langley@coutts.com](mailto:greg.kyle-langley@coutts.com) or Hans Prottey on [hans.prottey@coutts.com](mailto:hans.prottey@coutts.com) so that we can arrange this. You are under no obligation to engage any of the Advisors further.

### 3.2 The basis on which we provide the Service

An introduction to the Advisors (either through the Programme or through separate facilitation by our SSG team) or any separate contact you may make with the Advisor (after any session in the Programme which includes information or content from the Advisor) will be made on the following basis:

- Coutts is only introducing you to the Advisor and does not provide any additional service to you (including for the avoidance of doubt any recommendation or advice) to you. Your further engagement with the Advisor will be subject to any separate agreement that you make with the Advisor, and Coutts shall not be party to this.
- Coutts does not act for the Advisor and does not make any representation or warranty in relation to any information or 2 documentation provided to you by the Advisor.
- Coutts shall have no responsibility or liability for any loss you may suffer (directly or indirectly) in respect of your discussions with the Advisor or any decision you make following advice from the Advisor.
- If you decide to engage one of the Advisors, the Advisor has agreed to pay Coutts and introduction fee of between 10% and 30% of the value of the fees paid by you to the Advisor in respect of their advice, which the Advisor shall pay to Coutts following payment of fees by you to the Advisor.

### 3.3 Professional Advice

We would strongly recommend that you seek professional advice (including, but not limited to, legal and tax advice) before making any decisions in relation to the advice provided by any Corporate Finance Advisors you engage.

### 3.4 Information provided by the Advisor

Some information, content or other material provided on the Coutts Business Exit Programme website has been prepared by one or more Advisors. Coutts makes no representation or warranty as to the accuracy or completeness of any such information, and has not reviewed or, in the case of any financial promotion, approved any such information.

## Business Exit Programme Terms and Conditions

### 4. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

Any content, and any intellectual property right to such content, provided on the Coutts Business Exit Programme website are owned by us (or our partners) and are provided to you for personal, non-commercial use, only.

You understand that the content on the website may include proprietary and/or confidential information and agree to keep any such materials confidential and shall not pass this on to any third parties without our prior consent in writing.

### 5 A FEW OTHER THINGS WE NEED TO COVER OFF

#### 5.1 Our liability to you and your liability to us

Neither party will be liable to the other under or in connection with this agreement for any indirect or consequential loss or damage whether caused by breach of contract, negligence, or breach of statutory or any other duty. Neither party will in any event be liable to the other under or in connection with this agreement for any loss or damages in excess of £1,000 Sterling in each case per event or series of connected events and whether caused

by breach of contract, negligence, or breach of statutory or any other duty. The limits and exclusions of liability set out in this section shall not apply to any loss arising in respect of the death or personal injury of any person, loss caused by fraud or any other loss which by law cannot be excluded or limited by law, or, in your case, any damage to our property.

#### 5.2 What we mean by some of our terms

- The **Programme** we provide to you under this agreement.
- **NatWest Group** means NatWest Group plc and any of its subsidiary undertakings (or their subsidiaries).
- This **agreement** means the terms and conditions set out in this document.
- In order to provide the best possible benefits to you, we partner with a number of organisations. A list of our **partners** is available to you on request.
- Where we refer to a **law** this includes reference that law, as amended or extended and to any other law that may replace it.
- Where we use the word '**including**' this is to add specific examples – these examples should not be interpreted as an exhaustive list.