Ulster Bank Accelerator – Terms and Conditions

1. Introduction

1.1 Your agreement with us

You agree that by submitting your application to be placed on the Ulster Bank Accelerator, you are agreeing to be bound by the terms of this agreement with us (National Westminster Bank plc), and to your personal data being processed in accordance with our Privacy Policy. If you do not agree to these terms, do **not** submit your application to us. It explains how the programme will be delivered by us and the rights and responsibilities that each of us has in relation to the programme. We may update this agreement from time to time to reflect changes to the programme or for any other reason. If we do update the agreement we will notify you by email and we will provide you with a copy of the updated agreement on the portal. 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 Term

The programme will run for an initial period of 6 months from the date of your Ignition day (this date will be set out in your welcome email).

If you are a customer of RBS/NatWest/Ulster Bank, you can re-apply to extend your attendance for further periods of 6 months, up to a maximum total period of 18 months. Any extensions will be at our sole discretion and will be subject to your satisfactory engagement and successful progression throughout the programme.

2.2 What the programme involves

As part of the programme, you will have access to the following services:

- Desk space. Use of our collaborative environment at the hub, including use of desk space and meeting areas. How the desk space works and access to the hub is set out in more detail below.
- 1-2-1 business coaching sessions. These sessions will last for approximately 1 hour and take place on a monthly basis at your local hub or online, dependent on your programme type.
- Networking events. These sessions will last for more than 1 hour. There will be 6 sessions taking place during the programme. These will ordinarily take place at the hub but may take place at such other location as we direct or online, dependent on your programme type.
- Workshops. These sessions will last for more than 1 hour. There will be 6 sessions taking place during the programme. These will ordinarily take place at the hub but may take place at such other location as we direct or online, dependent on your programme type.
- Mentoring sessions. These sessions are provided by members of our staff, or by one of our partners. We will do our best to match you with a mentor that best suits your needs. These sessions are organised between you and your mentor on an ad hoc basis.
- Financial health check. Our financial health check has been designed to help you gain a better understanding of your financial goals, plans and needs. Details on how to complete the financial health check will be provided to you by us during the programme.

FreeAgent accounting software. To help you run your business and monitor its financial health, you will be automatically entitled to an award winning FreeAgent account free of charge for six months*. The software allows you to create quotes, invoices, record expenses, link your bank account, file your VAT return and much more. After that, FreeAgent software is free for life if you open a RBS, NatWest or Ulster Bank business account.

We deliver the programme with support from partners – a list of our partners will be available to you on request.

2.3 The nature of the services and the advice we provide

We are providing the programme to you free of charge. Due to the nature of the programme, and situations that may be beyond our control, we will use reasonable endeavours to provide you with the services set out above. Any advice or assistance that we provide, or any of our mentors or partners provide, is general in nature and is not designed to be specific to your particular circumstances.

2.4 What we ask of you in relation to attendance

We ask that you are engaged in the programme and are an active member of the community at the hub. As part of that, you are required to:

- ☐ attend all 1-2-1 business coaching sessions;
- □ attend at least 3 networking events;
- □ attend at least 3 workshops;
- □ complete a financial health check.

2.5 Availability of the desk space and who can use it

You have been allocated use of a desk on a hot desk basis. This is not a guarantee of a fixed permanent desk area. Additional desks may be available for your colleagues. If you require additional desks please discuss this with your entrepreneur acceleration manager. The core opening hours of the hub are 7am – 7pm, Monday – Friday (any exceptions to the core opening ours shall be advised by your local hub). The hub will be closed on bank and public holidays. Your hub may have extended opening hours – your entrepreneur acceleration manager will give you details if applicable. As part of your induction you will be provided with a pass to access the hub. You are required to bring this with you each and every time you use the hub, including when you are attending an event. In order to use the hub for meetings, you may sign in guests. You are responsible for your guests, and their conduct, while they are in the hub. They must carry identification when visiting the hub in the form of a driving licence, passport or national identification card. We will carry out 'spot checks' from time to time to ensure that you and your guests are carrying the appropriate identification.

2.6 Additional information on the programme

As part of the programme we will provide you with reasonable Wi-Fi access. It is your responsibility to ensure that all of your data is held and transferred safely and securely. This includes ensuring that you have appropriate and regular back up copies of your data. Please do not use the hub as your correspondence or registered address while you are on the programme or have any items delivered to the hub. We will not forward any mail received on your behalf.

3. Intellectual Property

3.1 Your intellectual property

You will own all intellectual property rights that you create in your business while you are on the programme. This includes anything in relation to your business's trade marks, patents, copyright, design rights or confidential information, whether developed independently or with any input from our entrepreneur acceleration managers.

Any discussions that you have with our entrepreneur acceleration managers in relation to your business will be kept confidential and will not be disclosed without your consent.

3.2 Our intellectual property

From time to time, we may provide you with training materials to develop or support you or your business. These materials are owned by us and are provided to you for personal, non-commercial use, only.

4. A few other things we need to cover off

4.1 General compliance, conduct and termination

You must act in a professional manner and comply with our reasonable directions, and ensure that all of your employees, colleagues and guests do the same. You must comply with all applicable laws and regulations, including the UK Bribery Act 2010. While we hope your attendance on the programme will be successful, we reserve the right to terminate this agreement at any time and to ask you to leave the programme. We have several events which require your attendance throughout the programme. If you choose not to engage in the programme or are not progressing as we may expect, or for any other reason we may terminate the agreement.

4.2 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.

4.3 What we mean by some of our terms

- Your **entrepreneur acceleration manager** will coach, support and challenge you throughout your journey on the acceleration programme. You will be introduced to your entrepreneur acceleration manager during your induction.
- ☑ The programme we provide to you under this agreement.
- This **agreement** means the terms and conditions set out in this document.
- ☐ The **hub** is the NatWest hub that is detailed in your welcome letter.
- 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.