

The Bank Group Standard Conditions of Purchase:

1. ACCEPTANCE OF CONTRACT; BINDING TERMS. This purchase order ("Order") becomes a contract subject to the terms and conditions below when accepted by acknowledgement or commencement of performance by Supplier. If this Order is issued under a separate master agreement by and between the RBS Securities Inc. (the "Customer") and Supplier, the provisions of that agreement will control. In the event of a conflict between the terms of this Order and any such agreement, the terms and conditions of that agreement shall supersede and prevail. Where this Order is issued in lieu of a separate master agreement by and between the Customer and Supplier, this Order shall constitute the entire and exclusive agreement of the Customer and Supplier for the products and services to be purchased hereunder (the "Deliverables"), and supersedes and cancels all prior understandings or agreements oral or written, between the parties relative to the Deliverables. No addition to or change in these terms shall be valid or binding on the parties unless agreed to in writing by the Customer. The failure of the Customer to actively reject any additional, conflicting or contradictory terms contained in any subsequent document or communication between the Customer and Supplier relating to this Order shall not constitute an assent to such terms and conditions.

2. MODIFICATION OF ORDER. The Customer shall have the right to cancel this Order at any time prior to delivery, and shall not be responsible for any costs or losses incurred by Supplier as a result of cancellation. The Customer shall have the right to suspend this Order or change any of the specifications hereof at any time prior to delivery. In the event of any such suspension or change, the Customer shall not be responsible for any increase of price or extra expenses incurred by Supplier as a result of such suspension or change, unless specifically and previously agreed to in writing by the Customer.

3. DELIVERY. Deliveries are to be made in the quantities, at the times and to the destinations specified herein; if no time is specified then delivery shall be made within a reasonable time; if no other destination is specified, then delivery shall be made to the Customer's office set forth on the face hereof. The Customer reserves the right at any time to cancel and void this Order or any part hereof without liability if delivery of all the Deliverables is not made to said destination within the time specified, or, if not specified, within a reasonable time, time being of the essence hereof.

4. INSPECTION; REJECTION OF GOODS. Deliverables will be subject to inspection and acceptance testing by the Customer at all reasonable times and places prior to acceptance. Any Deliverables which do not conform to the requirements of the Customer may be rejected and returned to Supplier at Supplier's expense for reimbursement, credit, replacement or correction at the option of the Customer. At the Customer's option, Deliverables may be accepted by the Customer, and the cost of correcting any defect in product, material or workmanship, or of conforming such Deliverables to the requirements of this Order shall be deducted from the price of such Deliverables by the Customer, Supplier's invoice shall be adjusted accordingly.

5. ACCEPTANCE OF GOODS AND/OR SERVICES. Acceptance of the Deliverables shall take place within thirty (30) days of the date when such Deliverables have been delivered to the Customer and have passed the Customer's inspection and tests.

6. PRICES; PAYMENT TERMS. Supplier warrants that the prices for the Deliverables are not higher than the prices for such Deliverables last quoted or charged to the Customer unless otherwise agreed in writing, and that such prices are not less favorable than those extended to any other customer for the same or like Deliverables in equal or less quantities. In the event that Supplier establishes or offers a lower price for the sale of such Deliverables in such quantities, either generally or for any one sale to another customer from the date of acceptance of this Order to the date the Deliverables are delivered to the Customer, Supplier agrees to reduce the prices hereof correspondingly. Properly submitted and undisputed invoices will be due and payable within forty five (45) days of the Customer's receipt of the applicable invoice.

7. TAXES. Except as may be otherwise provided on the face hereof or agreed by the Customer in writing, the contract price includes all applicable Federal, State and local taxes in effect on the date hereof. In case of new taxes or increased rates or the repeal of taxes or the reduction of rates, the price of the Deliverables shall be adjusted accordingly, provided that, in the event of new and increased taxes, the Customer must be notified immediately and shall have the right to cancel this Order.

8. TITLE; RISK OF LOSS. Except as may be otherwise expressly provided herein, title to and the risk of loss on the Deliverables shipped by Supplier to the Customer shall not pass to the Customer until the Customer's inspection and acceptance of such Deliverables at the Customer's place of business.

9. PACKAGING; SHIPPING. Supplier will pay all freight charges unless otherwise specified. Goods shall be routed, packaged and marked in accordance with the Customer's instructions, or in the absence of the Customer's instructions, Supplier's specifications. All shipments shall contain packaging documentation including a description of the Deliverables, quantity, and Order number.

10. REMEDIES; WARRANTIES. The Customer shall have the right to all the Customer's remedies and Supplier's warranties to the fullest extent provided under the Uniform Commercial Code in effect in the State of Connecticut. Supplier specifically warrants that the Deliverables shall meet all of the Customer's requirements, shall conform in all respects to the Customer's specifications and shall be merchantable, fit for the particular purpose intended by the Customer, and free from defects of any kind in material and workmanship. All remedies and warranties shall survive inspection, tests, acceptance and payment.

11. INTELLECTUAL PROPERTY. Supplier shall indemnify and hold harmless the Customer, its successors and assigns, including, without limitation, its ultimate parent, The Royal Bank of Scotland plc and The Royal Bank of Scotland Group plc (and any and all subsidiaries and affiliates of those entities) from and against any claim made by any third party that the Deliverables infringe the rights of any third party with respect to patent, design, copyright or any other intellectual property right, and Supplier shall assume the defense of any action, suit or proceeding against the Customer and shall pay all damages assessed against or otherwise payable by the Customer as a result of disposition of any such claim, action, suit or proceeding against the Customer.

12. INDEMNIFICATION FOR CLAIMS. Supplier shall indemnify and hold the Customer, its successors and assigns, including, without limitation, its ultimate parent, The Royal Bank of Scotland plc and The Royal Bank of Scotland Group plc (and any and all subsidiaries and affiliates of those entities) harmless against all claims, losses and costs including without limitation attorney's fees, incurred in connection with claims of injuries to persons or damage to property based upon or arising out of, in whole or in part, directly or indirectly, any defect in or hazard presented by the Deliverables or any negligence or willful misconduct on the part of the Supplier, its agents, employees and subcontractors.

13. COMPLIANCE WITH LAWS. Supplier shall, in the performance of work under this Order, fully comply with all applicable federal, State and local laws and regulations, including protection of the Customer's "Non-Public Information" in the Gramm-Leach-Bliley Act (15 USC 6801 et seq.). Supplier warrants compliance with such laws and regulations, and shall indemnify and hold the Customer harmless from cost, loss, expense or liability, including without limitation attorneys' fees, resulting from the failure of Supplier to comply with the same.

14. MATERIALS AND CONFIDENTIAL INFORMATION. All materials, specifications, drawings, dies, patterns, fixtures, tooling, special purpose manufacturing aids, and all other information relative to the Customer, furnished or specifically paid for by the Customer, shall be kept in strict confidence and used only for the purpose of this Order, shall neither be used by nor disclosed to any third parties without express permission of the Customer, shall be kept separate from other materials, shall be listed and clearly identified as the property of the Customer, shall be maintained in suitable condition at the expense of Supplier, and shall remain the property of the Customer, insured by Supplier at Supplier's cost, for the Customer and Supplier, as their interests may appear, while in Supplier's possession. Such articles shall be returned to the Customer at any time promptly upon request. Supplier shall indemnify and hold the Customer harmless from cost, loss, expense or liability, including without limitation attorneys' fees, resulting from the failure of Supplier to comply with the same.

15. INDEMNIFICATION FOR CERTAIN EXPENSES. Supplier agrees to indemnify and hold harmless the Customer, its successors and assigns, including, without limitation, its ultimate parent, The Royal Bank of Scotland plc and The Royal Bank of Scotland Group plc (and any and all subsidiaries and affiliates of those entities) against any and all claims liabilities, costs, and expenses (including but not limited to, court costs, attorneys' fees, inspectors' fees, and costs of testing) incurred by the Customer in connection with any recall, inspection, testing, replacement or correction of the Deliverables whether required by governmental authority or otherwise.

16. INSOLVENCY. The Customer shall have the right by written notice to cancel this Order or any part hereof outstanding, without any liability whatsoever on the event of (i) insolvency of Supplier, (ii) commencement of any proceedings, voluntary or involuntary, in bankruptcy or insolvency by or against Supplier; or (iii) the appointment of an assignee for the benefit of creditors of Supplier or a receiver or trustee for Supplier.

17. BREACH; DAMAGES. If Supplier breaches any of the delivery terms hereof, including warranties, the Customer may, regardless of whether any or all of the Deliverables have been accepted, cancel this Order in whole or in part, at the Customer's option, and obtain the cancelled Deliverables from another source. Supplier shall be liable to the Customer for any resulting increased costs incurred. Upon such cancellation, Supplier shall immediately return to the Customer any price paid for the Deliverables cancelled. In any event, Supplier shall be liable for all damages suffered by the Customer in connection with such breach including consequential damages reasonably foreseeable by Supplier or of which Supplier was apprised by the Customer.

18. ASSIGNMENT; RIGHT OF SET OFF. Supplier shall not assign nor delegate any rights or duties under this Order without the prior written consent of the Customer. Any such attempted assignment or delegation shall be voidable, at the option of the Customer. All claims for monies due or to become due from the Customer shall be subject to deduction by the Customer for any set-off or counterclaim arising out of this or any other transaction between the parties hereto, regardless of when such set-off or counterclaim arose and whether it arose before or after any assignment by Supplier.

19. CUMULATIVE REMEDIES; WAIVER. The Customer's remedies shall be cumulative and in addition to any other remedies provided by law or equity. Any failure to promptly enforce any rights of the Customer hereunder with respect to a breach by Supplier, other than an express waiver of such right by the Customer, shall not constitute a waiver or relinquishment of such rights, and any express waiver of any right or remedy of the Customer in any such instance shall not constitute a waiver of any right or remedy subsequently.

20. INDEPENDENT CONTRACTOR. Supplier is an independent contractor and is not to be considered an employee or agent of the Customer for any purpose.

21. GOVERNING LAW. This Agreement is deemed to have been entered into in the State of New York, and its venue, interpretation, construction and remedies for its enforcement or breach are to be applied in accordance with the laws of the State of New York without reference to principles of choice and conflicts of laws.

22. PUBLICITY. Supplier shall not publish or use any advertising, sales promotion or publicity matters relating to this Agreement or the Deliverables furnished to the Customer where the Customer's name and/or logo is mentioned or language is used without the prior written approval of the Customer.

23. BACKGROUND CHECK. Supplier shall require its employees and candidates it considers for hire to satisfy a background investigation which is consistent with Customer's policies and guidelines and which, at a minimum, consists of the following: (i) confirmation of identity and personal information; (ii) social security verification; (iii) verification of all education beyond high school; (iv) credit report; (v) employment verification for five (5) years; and (vi) felony and misdemeanor and national criminal follow up searches. In the event any employee or candidate does not meet Citizens' background check requirements, Supplier shall not assign such employee or candidate to the Customer's account or allow such employee or candidate access to Customer's Confidential Information. Supplier must also comply with country-specific employee screening requirements. If there are no country-specific screening requirements, then the following shall be obtained by Supplier: (i) proof of legal right to work in country of work; (ii) proof of identity; (iii) proof of current residence (if the current residence is less than six (6) months old, then the previous residence history must also be obtained); and (iv) proof of activity and/or employment for a period of two (2) continuous years immediately prior to the date of commencement of the individual providing services to Citizens, with the exception of gaps of under three (3) months, however any periods or gaps over three (3) months must be verified. Where Supplier is unable to comply fully with the requirements of this Section then Supplier shall seek written approval from Customer as to the suitability of the checks that have been carried out and the results of them prior to this Agreement being employed or engaged in relation to this Agreement with Customer. Customer shall be entitled to give or withhold such approval at its discretion. If Customer withholds such approval, Supplier shall not employ or engage the individual in relation to this Agreement with Customer (unless it carries out or obtains such other pre-employment checks, confirmations and/or references as Customer may specify).

24. ENTIRE AGREEMENT. The terms of this Order constitute the entire agreement between the parties, and shall apply to and bind the parties, their respective successors and assigns.