

Charitable Assignment

In this charitable assignment section “Society” means Nationwide Building Society and, if it merges with any other building society, includes such other society and “conversion benefits” means any benefits under the terms of any future transfer of the Society’s business to a company (i.e. on conversion or takeover) except the statutory right to have shares in the Society (including any balances on share accounts) converted into deposits with the company.

THE FOLLOWING WORDING APPLIES TO YOU UNLESS:

- 1. YOU WERE A MEMBER OF THE SOCIETY ON 2 NOVEMBER 1997 AND HAVE CONTINUED TO BE A MEMBER EVER SINCE THAT DATE; OR**
- 2. YOU FALL WITHIN A SPECIAL CATEGORY OF PERSONS TO WHOM OUR CHARITABLE ASSIGNMENT SCHEME DOES NOT APPLY.**

By applying to open an account after 2nd November 1997, you also apply to be a charity member of The Nationwide Foundation (“the Foundation”) unless you are already a charity member.

You agree that, if:

- the account is opened by the Society and you are or become a charity member of the Foundation; and
- the Society subsequently enters into an agreement to transfer the whole of its business to a company, you will assign to the Foundation (or any charity(ies) nominated by it, but to no other person) all rights to or in connection with any conversion benefits to which you would otherwise become entitled as a member or depositor at any time before, or within two years, after your membership of the Society comes to an end.

You make this agreement:

- A. with the Society (acting for itself and for the benefit of the Foundation), in return for the Society opening the account you are applying for, and you acknowledge that the Foundation may enforce the benefit of your agreement with the Society under the Contracts (Rights of Third Parties) Act 1999; and
- B. with the Foundation directly, in return for the Foundation granting you charity membership (if you are not already a member).

This agreement means that, without any further notice to you:

- the Society may make over to the Foundation (or to any charity(ies) nominated by it) any such conversion benefits; and
- the Foundation may exercise all your rights in relation to any such benefits.

You understand that this agreement is irrevocable and cannot be amended or varied without the consent of both the Society and the Foundation and that neither the Society nor the Foundation will release you from this agreement. You understand that (except in the case of any class of person where the Society considers this to be inappropriate) the Society will require on behalf of itself and the Foundation that all applicants for share and mortgage accounts agree to the above condition (or a condition having substantially the same effect), unless the Society decides and announces by press release that it is no longer in the best interests of the Society to do so generally on a continuing basis. Any such decision by the Society would not have retrospective effect and you would continue to be bound by the above condition.