

THE TRANSFER: QUESTIONS AND ANSWERS

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THE TRANSFER

1 BACKGROUND TO THE TRANSFER

SG Kleinwort Hambros Bank (CI) Limited, Guernsey Branch (“SGKHBCIL”) proposes to transfer (the “Transfer”) its Guernsey business to a new Guernsey branch of SG Kleinwort Hambros Bank Limited (“SGKHBL”), called SG Kleinwort Hambros Bank Limited, Guernsey Branch (“SGKHGB”). We will transfer all of your accounts and agreements that you have with SGKHBCIL and other services provided to you by SGKHBCIL unless you tell us otherwise (in which case you can close your accounts without charge).

This Questions and Answers (“Q&As”) document is designed to help you understand the proposed Transfer and to provide you with further information in relation to the transfer of your SGKHBCIL services and investment and/or savings account or mortgage or other accounts to SGKHGB and explains any implications which may be of relevance to you. If, having read these Q&As, you have any further questions, please contact your designated Private Banker in the usual way or our dedicated team at the address and/or telephone numbers set out at the end of this document.

1.1 What is happening?

SGKHBCIL is proposing to transfer its Guernsey business to SGKHGB. It is expected that the effective date of the Transfer will be 1 October 2022 (the “Transfer Date”). As part of the transfer process, we have sent you a cover letter with these Q&As. That letter describes what is happening and indicates that we will rely on your deemed consent to transfer your accounts to SGKHGB and will transfer all assets and liabilities associated with those accounts to SGKHGB. If you object to the Transfer you should contact us in the manner described in the letter.

1.2 What is transferring?

We are proposing to transfer the Guernsey business of SGKHBCIL to SGKHGB, subject to certain limited exceptions. This will include all clients, assets under our management, custody assets held by us, deposits placed with us and any mortgages or loans provided by us. All contracts with external third parties will also transfer.

1.3 Why is this happening?

This is an internal transfer taking place within Kleinwort Hambros in order to transform the corporate organisation whilst maintaining client service flexibility. We intend to realise efficiencies that arise from the simplification of the organisation, enabling us to better serve you and other stakeholders.

1.4 What are the key dates?

If you object to the Transfer, you should contact us before 1 August 2022.

The proposed date of the Transfer is 1 October 2022. This is dependent on us receiving the regulatory licences in Guernsey and regulatory and court approval for a related transfer of our business in Jersey to a new Jersey branch of SGKHBL and we will let you know if there are changes caused by this process.

If there are any changes to our proposed Transfer, we will post details on our website at: www.kleinworthambros.com/en/important-information/bank-transfer. We will notify you once the Transfer has been completed.

2 HOW DOES THE TRANSFER AFFECT ME?

To help you understand the impact on your account(s) and services, we have set out below the answers to some key questions that you may find helpful. This is supplemented by further detailed questions on any regulatory changes which may or may not impact you as outlined in Section 3.

2.1 Will I be moved to a new product or service?

No. Your existing products will not be changed and you will be provided with the same services. They will just be provided by a different entity i.e. SGKHGB rather than SGKHBCIL.

2.2 Will new agreements need to be put in place for the products and services I hold with Kleinwort Hambros?

No. The effect of the Transfer is to transfer all of the banking activity of SGKHBCIL to SGKHGB, and to effect changes related to client documentation, without the need for new documents to be put in place. There may be one or two minor exceptions to this and should this be the case for your products and services, we will contact you separately.

2.3 Will there be any change to the range of products and services available?

No. The Kleinwort Hambros range of products and services will not be changing as a result of the Transfer. However, SGKHGB will continue to develop its product set over time as it has done previously.

2.4 I have other accounts with Kleinwort Hambros in Jersey and/or Gibraltar; is there any information on these in this pack?

No. We will write to you separately about your accounts in other jurisdictions as the transfer process differs by jurisdiction.

2.5 Will my account number and sort code change?

No. Your sort code and account number(s) will remain the same and all automated payments currently set up on your accounts will continue as before subject to some limited exceptions. We will notify you separately if this affects you.

2.6 Will there be any changes to the way I access my account?

No. Your interaction with your designated Private Banker will continue as before. You will still be able to access your account to make and receive payments and the services provided to you currently by SGKHBCIL will continue to be provided to you by SGKHGB after the Transfer.

2.7 Will there be any changes to my log-in details to access telephone banking and internet banking?

No. You can continue to use telephone banking and log on to internet banking using your current user ID, password, memorable information and other authentication methods that you currently use. The only changes to Internet Banking will be that you will see references to SGKHGB rather than SGKHBCIL.

2.8 Will I need to make any change to my direct debits and standing orders?

We will be taking the opportunity to simplify our current banking correspondent network and this will mean that Standard Settlement Instructions (“SSIs”) will be updated after the Transfer. We will provide you with updated SSI’s in advance of the Transfer Date. There will be a process in place to capture any incoming funds that are sent to your existing accounts for a short period post implementation to ensure that you are not impacted as you adjust to the revised SSIs. IBAN numbers will not change nor will existing Sort Codes. GBP Direct Debits and Standing Orders currently in place will not be impacted. However, if you are in receipt of an incoming Standing Order for a currency other than GBP, then you will need to advise your new SSI details to the remitter of the Standing Order, so that they can amend their Standing Order instruction.

2.9 Will I need a new card, PIN or chequebook?

No. You can carry on using your cards, PINs and chequebooks as you do now. You will be sent a new card with the new name when your current card is due for re-issue; you do not need to order one.

2.10 Will there be a change to my designated Private Banker or Portfolio Manager?

No. You will continue to be able to contact your designated Private Banker in the usual manner after the Transfer.

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- 2.11 Do I need to call a different telephone number to service my account/access my money?**
No. The way you service your account(s) will not change as a result of the Transfer. You can continue to call on the usual telephone numbers to contact your designated Private Banker.
- 2.12 Will my savings rate change?**
No. Your savings rate will not be impacted by the Transfer and future changes to rates will be made in accordance with the Terms of Business in place on your account at that time.
- 2.13 Will my mortgage/loan rate change?**
No. Your mortgage/loan will continue to be payable on the basis set out in the documentation for your SGKHCIL mortgage/loan account(s). In future the payment will be made to SGKHGB but the amount you pay will not change as a result of the Transfer and neither will the date you make your payment.
- 2.14 Will my fees increase?**
No. There will be no change to your fees as a result of the Transfer.
- 2.15 Will any of my investments be transferred from SGKHCIL investment funds to SGKHGB investment funds?**
No. There will be no change to the holdings in your investment portfolio(s) as a result of the Transfer. Kleinwort Hambros will continue to deliver investment services to clients based on the strategy and risk appetite previously agreed.
- 2.16 Will there be any change to the funds I can invest in?**
No. There will be no change to the funds that you can invest in as a result of the Transfer. However, SGKHGB will continue to develop its product range over time, as SGKHCIL has done previously.
- 2.17 Will there be any change to how my investments are held?**
SGKHGB will continue to hold investment assets in the same way as they are currently held by SGKHCIL.
- 2.18 Will my deposits and investments continue to be protected?**
Yes. Your deposits will continue to be protected under the Guernsey Banking Deposit Compensation Scheme. For details of the protection on investment assets, please see Section 3 below.
- 2.19 Does the Transfer affect any complaints that I may have against you?**
No. All existing complaints against SGKHCIL will transfer to SGKHGB along with the business of SGKHCIL. As a result, SGKHGB will deal with relevant complaints in the place of SGKHCIL and will be entitled to any defences that SGKHCIL may have had, but will honour any obligations that SGKHCIL may have had.
- Any new complaints against SGKHCIL which arise between now and the date of Transfer should continue to be brought against SGKHCIL.
- For certain investment clients, more detail is provided in Section 3.1.5 and 3.1.6.
- 2.20 Will there be any change to the way my data is protected and managed?**
No. We do not expect any change regarding the way in which access to your data is protected and organised. Your data will continue to be maintained in compliance with local regulatory requirements.
- 2.21 Does this prevent me from having access to historical statements?**
No. You will still continue to have access to the same information that you do currently.
- 2.22 My account is currently blocked as I need to provide some documentation; does this prevent the account being transferred?**
No. Your blocked account will be transferred to SGKHGB along with all other transferring accounts. Once you have provided your documentation, the block will be removed.
- 2.23 Are there any changes if I apply for a new account or have recently made an application?**
No. There are no changes to the way you can apply for a new account. Any new applications will continue to be processed by SGKHCIL up to and including 30 September 2022. Your new account and any related contracts and services will be included in the Transfer to SGKHGB on the Transfer Date.

- 2.24 Do I need to do anything?**
No. Unless you have any further queries or concerns you want raised, you do not need to take any action. Your investment and/or savings account or mortgage or other accounts will transfer to SGKHGB automatically on the Transfer Date. In exceptional circumstances, if you are required to sign additional legal documents to enable the transfer of your security arrangements or foreign exchange transactions, we will contact you.
- 2.25 Can I opt out of the Transfer?**
You can object to the Transfer of your account(s), assets and liabilities to SGKHGB. However, if you do object, we will no longer be able to provide you with services from SGKHCIL. In this case, we will work with you to close your account and transfer your business to another provider. You will be entitled to close your account without incurring additional charges. Please note that your obligations and liabilities, including the payment of account, product and portfolio fees and charges due and unpaid, will continue to apply until all services, accounts and transactions have been closed or completed and all outstanding amounts and liabilities have been paid or satisfied in full.
- 2.26 Will there be any changes to the interest rate or changes on my products?**
No. There will not be any changes to interest rates or charges as a result of the Transfer. However, from the Transfer Date, SGKHGB will take over from SGKHCIL the responsibility for the setting and management of interest rates and charges.

3 POTENTIAL REGULATORY IMPACTS

How will any potential regulatory changes resulting from the Transfer affect me?

We have applied to the Guernsey Financial Services Commission for the same Guernsey licences that are currently held by SGKHCIL and we expect that SGKHGB will be regulated in a very similar manner to the way SGKHCIL is now. We summarise below the more material regulatory impacts of SGKHCIL transferring its Guernsey business to SGKHGB. Please note that this is a summary and does not provide comprehensive detail of every regulatory change or all the changes in the new Terms of Business that will apply from the Transfer Date (the “New TOBs”). We encourage you to read this Section of the Q&As in full, in addition to the New TOBs, and to contact your Private Banker if you have any questions.

To help you understand the regulatory impact of the Transfer on your accounts and services, we have divided this Section as follows:

- Part 3.1 describes the impact on all investment clients;
- Part 3.2 describes the impact upon different types of investment clients; and
- Part 3.3 describes the impact on banking clients.

Note that where we refer to EU legislation, these references should be read, where relevant, as referring to the version of such legislation as on-shored into UK law as a result of Brexit.

PART 3.1 Applicable to all Investment Clients

- 3.1.1 Will I need to do anything to be able to trade investments?**
Some clients will require Legal Entity Identifiers (“LEIs”). If you have an investment account set up for a company, trust or other form of legal entity (other than a SIPP or insurance bond), we will need to have the LEI for the relevant entity in order to fulfil our Transaction Reporting obligations under the Markets in Financial Instruments Regulation. This is because the Markets in Financial Instruments Regulation applies to all transactions executed by SGKHBL, including its overseas branches. We have written to clients we believe are affected by this to assist in obtaining LEIs, and it is important that you respond in good time, as after the Transfer Date, we will not be able to execute transactions for such clients without an LEI. If you think you are affected by this and have not received a letter, please contact us.

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Some clients (but not individuals) who trade derivatives (such as Forward Foreign Exchange) may also need to complete additional documentation. If your company, trust or other form of legal entity wishes to enter into Forward Foreign Exchange contracts, Foreign Exchange Swap contracts or other derivatives with SGKHBL, we will also require additional information for the purposes of the European Market Infrastructure Regulation ("EMIR"). This is to capture additional counterparty classification information and reporting requirements as required by EMIR, which applies to all derivative transactions executed by SGKHBL as principal, including its overseas branches.

3.1.2 Will the custody and protection of my investment holdings change?

The management of all your investment holdings will be transferred to SGKHGB. As detailed in the New TOBs, SGKHGB will be responsible for the safekeeping of your investment holdings in the same way as SGKHBCIL is currently. Your assets will remain custodied in Guernsey by SGKHGB and they will not be moved or transferred out of the jurisdiction as a result of the Transfer. Your investment assets will continue to be held in accordance with Guernsey law and regulations and recorded separately to the client assets of SGKHBL's non-Channel Islands branches. There will be no change for you other than the name of the custodian changing to SGKHGB.

The Q&A document is intended to give you information about the Transfer and is not intended to provide tax advice on the tax consequences of the Transfer. If you are a resident in the United Kingdom and non-domiciled for tax purposes, based on our tax review of the Transfer, the Transfer is not likely to result in a taxable disposal of your products. However, should you have any concerns about any impact on your tax position, please raise this with your tax adviser.

3.1.3 Will the rules regarding Best Execution change?

Kleinwort Hambros operates a single process for the handling of client orders, and this will also apply to SGKHGB in the same way as now. After the Transfer, some clients of SGKHGB (execution only clients and UK resident advisory clients) will have the additional protection of the UK rules on best execution as these services will be regarded as being carried on by SGKHBL in the UK. UK investment firms are required to take all sufficient steps to obtain the best possible results for clients when executing orders or when placing orders with other entities for execution. Guernsey firms are required to take reasonable care to ascertain the price which is the best possible at the time for transactions of the kind and size concerned and then, unless circumstances require it to do otherwise in the client's interests, deal at a price no less advantageous to the client. Kleinwort Hambros already operates a single policy based on the UK regulatory standards that also ensures that the Guernsey standards are met. We have updated our Order Execution Policy which will apply to your orders after the Transfer and this can be found on our website at: www.kleinworthambros.com/en/important-information/order-execution-policy-summary-information/

3.1.4 Will there be any changes to reporting about Costs and Charges?

Kleinwort Hambros already applies a largely consistent process across the jurisdictions it operates in for providing clients with information on costs and charges before trading. At present, Kleinwort Hambros does this as best practice in all locations, but after the Transfer, it will become a regulatory obligation in relation to execution only clients and advisory clients who are UK resident. In practice, the only impact of this change will be for execution only clients when placing orders for securities trades, as SGKHBCIL does not provide pre-trade (ex-ante) costs and charges reports currently. In order to minimise any disruption or delay to the handling of your execution only orders, we will be writing to you, where relevant, to provide ex-ante disclosure of applicable costs and charges for direct equities and bonds, which will mean that such disclosures will not be required before each trade in such instruments.

3.1.5 Will the Transfer affect any existing complaints against SGKHBCIL?

Any existing complaints against SGKHBCIL will transfer to SGKHGB. As a result, SGKHGB will deal with the complaint in place of SGKHBCIL and will be entitled to any defences that SGKHBCIL may have had and will honour any of SGKHBCIL's obligations to clients.

3.1.6 Will the handling of complaints change after the Transfer?

Any new complaints against either SGKHBCIL (in relation to its prior services) or SGKHGB should be brought against SGKHGB after the Transfer Date. Complaints will be handled in the same way as now, and you will continue to have the same rights to refer your complaint to the local Ombudsman. However, in addition to your usual rights under the applicable Guernsey law and regulation, where SGKHBL's UK Head Office is involved in providing a service (such as an execution only order) you may be able to refer a complaint that is not resolved to your satisfaction to SGKHBL's Head Office in London and thereafter to the UK Financial Ombudsman Service, subject to their eligibility rules. For UK resident clients, certain FCA protections may apply in addition to those available under the Guernsey regime in certain specific circumstances – please see the New TOBs. In addition, our complaints handling procedure and details of relevant Ombudsman schemes are available on our website at: www.kleinworthambros.com/en/important-information/complaints/. Please contact us if you require further information in respect of such protections.

3.1.7 Will different investor compensation scheme arrangements apply?

There is no Guernsey compensation scheme in relation to investment activities, and this will not change with respect to SGKHGB, but where SGKHBL's UK Head Office is involved in providing a service (such as an execution only order or foreign exchange derivative transaction), clients of SGKHGB are clients of SGKHBL and may have rights under the UK investor compensation scheme in respect of certain investment claims, depending on the circumstances of the claim and their eligibility – please see the New TOBs. In addition, details of the UK's Financial Services Compensation Scheme are available on our website at: www.kleinworthambros.com/en/important-information/fscs-and-other-compensation-schemes/. Please contact us if you require further information in respect of such protections.

3.1.8 Will telephone recording arrangements change?

We remind you that telephone calls that you have with Kleinwort Hambros will normally be recorded. This procedure is currently applied by SGKHBCIL and will continue to be applied by SGKHGB as detailed in the New TOBs. For clients who call a SGKHGB employee on their corporate mobile phone number (which is not recorded) to discuss a potential trade with them, it is SGKHGB's policy that the trade will not be processed without confirming the instructions on a recorded device, which may result in delays.

3.1.9 Should I be aware of any other regulatory disclosures?

For your information, the summary of SGKHGB's Conflicts of Interest policy and our minor non-monetary benefits disclosure, which are the same as the ones SGKHBCIL applies currently, are available on our website at: www.kleinworthambros.com/en/important-information/

PART 3.2 Applicable to Clients receiving specific types of Investment Service

3.2.1 Will there be any changes to the delivery of advisory services?

There will be no change to the service you receive, as Kleinwort Hambros already operates a consistent process for advisory services in line with UK regulatory standards. At present, Kleinwort Hambros does this as best practice in all locations, but after the Transfer, the UK regulatory regime will apply in relation to those advisory clients who are UK resident, which may restrict the promotion of some high risk/complex products to retail clients more than currently.

3.2.2 Will there be any changes to the delivery of Execution Only services?

Some UK regulatory protections will apply to Execution Only clients because the Kleinwort Hambros dealing desk is located in the UK. As a result, these services will also be governed by Part 3A (and the relevant Key Words and Expressions defined in Part 1, Clause 35) of the New TOBs. In addition to the points referred to in Part 3.1 above in relation to best execution, costs and charges reporting, complaints and compensation, you should be aware that UK requirements will apply, including to the following: opting-up from retail to professional client status, having certain professional qualifications and maintaining skills, appropriateness assessments and warnings, restrictions on the promotion of some high risk/complex products to retail clients, and the disclosure and structuring of charges, including a prohibition on firms receiving any commissions or other inducements from product providers. It will also be mandatory to provide key information documents at point of sale for packaged instruments (such as funds and structured products), but only if you are UK resident.

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3.2.3 Will there be any changes to the delivery of discretionary management services?

There will be no changes to your discretionary portfolio management services, as these will continue to be governed by local Guernsey requirements. You can find information about our stewardship and engagement policies in relation to investment under discretionary management on our website at: www.kleinworthambros.com/en/important-information/

PART 3.3 Applicable to Banking Services

3.3.1 Will the rules that protect my savings change?

There will be no change to the rules governing the operation of savings or deposit accounts. Your savings rates will not be affected by the Transfer. These will continue to be governed by Guernsey law and regulation. The Guernsey Banking Deposit Compensation Scheme will apply to deposits with SGKHGB. Details of the relevant depositor compensation schemes are available in our New TOBs and on our website at: www.kleinworthambros.com/en/important-information/fscs-and-other-compensation-schemes/

However, the UK's prudential requirements (rules designed to ensure the safety of banks) will apply to SGKHGB (as part of SGKHBL). These govern matters such as capital adequacy, management of liquidity, credit and market risks, and recovery and resolution measures (including the bail-in tool). SGKHBL will have a larger and more robust balance sheet as a result of the Transfer.

The UK Prudential Regulation Authority (“PRA”) is responsible for the prudential regulation and day-to-day supervision of UK banks such as SGKHBL (including any branches).

3.3.2 Will rules about the means of making payments change?

There will be no change to rules for the making or receiving of payments or the use of cards and chequebooks.

3.3.3 Will my mortgage/loan change?

Your mortgage/loan will transfer to SGKHGB but continue to be payable on the basis set out in the documentation for your SGKHBCIL mortgage/loan account. If your loan is a regulated mortgage contract to which the Mortgage Conduct of Business rules (“MCOB”) of the Financial Conduct Authority (“FCA”) in the UK apply then these rules (and rules governing coverage by the UK's Financial Services Compensation Scheme) will continue to apply just as they did prior to the Transfer. As SGKHBCIL itself held UK mortgage permissions from the FCA before the Transfer, you will, in practice, experience no change.

Following completion of the Transfer, SGKHBCIL intends to cancel its FCA permissions relating to mortgage business. All our and your rights and obligations in relation to any mortgage business undertaken by SGKHBCIL will be transferred in full to SGKHGB with effect from the Transfer Date.

3.3.4 Will I get any new consumer credit rights?

Where a SGKHGB customer is a UK resident and approaches us for lending, the Consumer Credit Act 1974 (“CCA”) of the UK may apply, provided the borrower meets the conditions under the CCA. Such borrowers may therefore receive or be required to complete additional CCA-related documentation in the future. The CCA will not apply to non-UK resident borrowers as is the case currently with respect to SGKHBCIL.

4 TERMS OF BUSINESS CHANGES

4.1 What are the main changes in the new Terms of Business?

We have included in this pack a copy of the New TOBs that will govern your relationship with SGKHGB. We have limited the changes to your existing Terms of Business to those that are necessary as a result of either our new corporate structure or changes to the way the legal and regulatory regime will apply to us following the Transfer. The main changes appearing in the New TOBs relate to:

- (i) changes to our name, corporate details and regulatory status disclosures;
 - (ii) updated information about the complaints handling process (see Section 3.1.6 above);
 - (iii) updated information about the compensation scheme arrangements (see Section 3.1.7 and 3.3.1 above);
 - (iv) certain provisions that we are required to include due to the UK prudential requirements relating to recovery and resolution action (see Part 3, Section 3.3.1 and the new Clause 3.3 in the General Terms of the New TOBs);
 - (v) confirmation that we may make disclosures to UK regulators in some circumstances (see Clause 10.6 in the General Terms of the New TOBs);
- and
- (vi) some information on the applicable client money rules (see Section 3.1.2 above and Clause 35.1 of the Investment Services Terms in the New TOBs).

4.2 Please explain the new Clause 3.3 you have added related to recognition of UK Bail-in

The new Clause 3.3 regarding UK Bail-in powers relates to the extremely unlikely possibility of Kleinwort Hambros being considered by the Bank of England to be failing or likely to fail. In that case, it would require a particular process to apply (a “bail-in”) to avoid unnecessary use of public funds and client detriment. A bail-in makes the shareholders and unsecured creditors fully exposed to losses, while generally protecting the deposits of individuals and small businesses and ensuring the critical functions of the firm can continue. The bail-in process may involve removing management of Kleinwort Hambros, changing the services and other actions.

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5 FURTHER INFORMATION

5.1 How will I know when the Transfer has happened?

We will confirm the Transfer with an announcement on our website: www.kleinworthambros.com/en/important-information/bank-transfer. We will also write to you to confirm the Transfer has happened.

5.2 How do I get in touch?

If, having read these Q&As, you have any further questions you can contact your designated Private Banker in the usual way or our dedicated team at the address and/or telephone numbers set out below:

By phone:

Please call us on either +44 (0)207 597 3290 or +44 (0)1481 726521. The lines will be open from 09:00 to 17:00 Monday to Friday (excluding bank holidays).

By post:

Kleinwort Hambros Bank Transfer
Hambro House, St Julian's Avenue, St Peter Port, Guernsey GY1 3AE

By email:

bank-transfer@kleinworthambros.com

For all normal service or account enquiries please contact your designated Private Banker or normal Kleinwort Hambros contact in the usual way.

Copies of these Q&As, and all the documents relating to the Transfer, are available in large print or on audiotape on request by calling +44 (0)207 597 3290 or +44 (0)1481 726521.

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