

THE TRANSFER: QUESTIONS AND ANSWERS

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THE TRANSFER

1 BACKGROUND TO THE TRANSFER

SG Kleinwort Hambros Bank (Gibraltar) Limited (“SGKHBGL”) proposes to transfer its Gibraltar business to a new Gibraltar branch of SG Kleinwort Hambros Bank Limited (“SGKHBL”). To implement this, we are proposing to transfer the business of SGKHBGL to SG Kleinwort Hambros Bank Limited, Gibraltar Branch (“SGKHGB”) by a Gibraltar Act of Parliament (the “Transfer”).

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 SGKHBGL 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?

SGKHBGL is proposing to transfer its Gibraltar business to SGKHGB by a Gibraltar Act of Parliament which we expect to be debated in the Gibraltar Parliament in June 2022. Subject to approval by the Gibraltar Parliament, it is expected that the effective date of the Transfer will be 1 October 2022 (the “Transfer Date”).

1.2 What is transferring?

We are proposing to transfer the Gibraltar business of SGKHBGL 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?

The key dates are June 2022, which is when we expect the Act of Parliament will be debated in the Gibraltar Parliament, and 1 October 2022, which is the proposed date of the Transfer.

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. You will also be contacted by SGKHGB after the Transfer in order to confirm the date when the Transfer has taken effect and you have become a customer of SGKHGB.

2 HOW DOES THIS 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 SGKHBGL.

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 SGKHBGL to SGKHGB, and to effect changes related to client documentation to change the service provider from SGKHBGL to SGKHGB, 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. Please note that we are sending you new Terms of Business as explained in Section 3 below.

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 we have done previously.

2.4 I have other accounts with Kleinwort Hambros in Jersey and/or Guernsey; 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 SGKHBGL 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 SGKHBGL.

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 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.

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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.

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 SGKHBGL mortgage/loan account(s). 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 SGKHBGL investment funds to SGKHBGL 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, SGKHBGL will continue to develop its product range over time, as SGKHBGL 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 SGKHBGL, but this will be subject to the UK's Client Assets and Client Money rules as explained further in Section 3.2 below.

2.18 Will my deposits and investments continue to be protected?

Yes, but your deposits will be protected by the UK's Financial Services Compensation Scheme. For further information and 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 SGKHBGL will transfer to SGKHBGL along with the business of SGKHBGL. As a result, SGKHBGL will deal with relevant complaints in the place of SGKHBGL and will be entitled to any defences that SGKHBGL may have had, but will honour any obligations that SGKHBGL may have had.

Any new complaints against SGKHBGL which arise between now and the date of Transfer should continue to be brought against SGKHBGL.

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 SGKHBGL 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 SGKHBGL up to and including 30 September 2022. If the Act of Parliament is enacted, your new account and any related contracts and services will be included in the Transfer to SGKHBGL on 1 October 2022.

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. If the Act of Parliament is enacted, then your investment and/or savings account or mortgage or other accounts will transfer to SGKHBGL automatically on the Transfer Date.

2.25 Can I opt out of the Transfer?

No. However, you can choose to close your account without incurring additional charges ahead of the Transfer. 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 effective date of the Transfer, SGKHBGL will take over from SGKHBGL 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 summarise below the more material regulatory impacts of SGKHBGL transferring its Gibraltar business to SGKHBGL. 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 upon the Transfer (the "New TOBs"). We encourage you to read this Q&A 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 the custody and protection of my investment holdings change?

The management of all your investment holdings will be transferred to SGKHBGL and SGKHBGL will be responsible for the safekeeping of your investment holdings in the same way as SGKHBGL is currently. However, as a branch of a UK bank, this will be subject to the UK's Client Assets and Client Money rules and supervised by the UK's Financial Conduct Authority ("FCA"), the protections of which are at least as strong as those provided under Gibraltar's regulations. Your assets will remain custodied in Gibraltar by SGKHBGL 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 registered in Gibraltar and recorded separately to the client assets of SGKHBGL's other branches. There will be no change for you in practice other than the name of the custodian changing to SGKHBGL.

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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.

3.1.2 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 SGKHBGL in the same way as now. After the Transfer, some clients of SGKHBGL (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 SGKHBGL in the UK. Both Gibraltar and 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 and Kleinwort Hambros already operates a single policy that ensures the relevant 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/

3.1.3 Will the Transfer affect any existing complaints against SGKHBGL?

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

3.1.4 Will the handling of complaints change after the Transfer?

Any new complaints against either SGKHBGL (in relation to its prior services) or SGKHBGL should be brought against SGKHBGL 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 Gibraltar Financial Services Commission ("GFSC") and the local Ombudsman, if available. The GFSC is unable to perform the role of an arbitrator, Ombudsman or Court, nor is it able to provide complainants with legal advice. You may wish to refer to the complaints handling section on the GFSC's website: www.fsc.gi/consumer/aboutfirm for more details on what the GFSC can/cannot do in the context of consumer complaints against a firm.

However, in addition to your usual rights under the applicable Gibraltar rules and regulations, where SGKHBGL'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 SGKHBGL'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 Gibraltar 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.

3.1.5 Will different investor compensation scheme arrangements apply?

The Gibraltar Investor Compensation Scheme will no longer apply in relation to investment activities of the branch. Instead, clients of SGKHBGL are clients of SGKHBGL and will have rights under the UK Financial Services 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/. The maximum compensation payable to any claimant under the Gibraltar Investor Compensation Scheme is limited to 90% of the value of the eligible investment, up to a maximum of €20,000. Under the UK's FSCS, in respect of products offered by SGKHBGL, compensation is available for 100% of a claim's value up to a maximum of £85,000. Please contact us if you require further information in respect of such protections.

3.1.6 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 SGKHBGL and will continue to be applied by SGKHBGL as detailed in the New TOBs. For clients who call a SGKHBGL employee on their

corporate mobile phone number (which is not recorded) to discuss a potential trade with them, it is SGKHBGL's policy that the trade will not be processed without confirming the instructions on a recorded device, which may result in delays.

3.1.7 Should I be aware of any other regulatory disclosures?

For your information, the summary of SGKHBGL's Conflicts of Interest policy and our minor non-monetary benefits disclosure, which are the same as the ones SGKHBGL 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, 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.

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 Gibraltar 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. However, clients of SGKHBGL will fall under the protection of the UK's Financial Services Compensation Scheme ("FSCS") if SGKHBGL cannot meet its obligations, instead of under the Gibraltar Deposit Guarantee Scheme and the Gibraltar Investor Compensation Scheme. The FSCS protection will apply to eligible claims relating to deposit and investment services, as outlined in the New TOBs. The compensation payable under the Gibraltar Deposit Guarantee Scheme in respect of eligible deposits for each depositor is limited, subject to certain exceptions, to a maximum of €100,000. The compensation payable under the UK's FSCS in respect of eligible deposits for each depositor (which includes any number of holders of a joint account) is limited, subject to certain exceptions, to a maximum of £85,000. Details of the UK depositor compensation scheme are available in our New TOBs and on our website at: www.kleinworthambros.com/en/important-information/fscs-and-other-compensation-schemes/

Furthermore, the UK's prudential requirements (rules designed to ensure the safety of banks) will apply to SGKHBGL (as part of SGKHBGL) rather than local Gibraltar rules. These govern matters such as capital adequacy, management of liquidity, credit and market risks, and recovery and resolution measures (including the bail-in tool). SGKHBGL 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 SGKHBGL (including any branches).

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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. These will continue to be governed by Gibraltar laws and regulations.

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 SGKHBGL mortgage/loan account. If your loan is a regulated mortgage contract secured on residential property in the UK, the Mortgage Conduct of Business rules (“**MCOB**”) of the Financial Conduct Authority (FCA) in the UK will apply, which include the rules derived from the EU Mortgage Credit Directive which apply in Gibraltar, but include additional measures and protections.

3.3.4 If I have a consumer credit loan, will the rules that apply change?

No, the law and regulations that currently apply to your loan facility will continue to apply. If your loan facility is governed by the law and regulations of Gibraltar, that will continue to be the case and UK regulations will not apply.

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 following the Transfer. The main changes appearing in the New TOBs relate to:

- (i) changes to the legal entity and name of the service provider from SGKHBGL to SGKHGB (which reflects the Transfer effected under and the provisions of the proposed Gibraltar Act of Parliament), corporate details and regulatory status disclosures;
 - (ii) updated information about the complaints handling process (see Section 3.1.4 above);
 - (iii) updated information about the compensation scheme arrangements (see Section 3.1.5 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 3.1.1 above and Clause 36.1 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.

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

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 +44 (0)207 597 3290.

The lines will be open from 09:00 to 17:00 Monday to Friday (excluding bank holidays).

By post:

Kleinwort Hambros Bank Transfer
Unit 5.02, Madison, Midtown, Queensway, Gibraltar

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.

THE TRANSFER

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