

Summary Transfer Scheme Document

(1) What we want to do and why – background to the proposed transfer

SG Kleinwort Hambros Bank (CI) Limited (**SGKHBCIL**) wishes to reorganise its business in Jersey so that all deposit-taking, lending and other banking business and investment business currently carried on in or from within Jersey by SGKHBCIL will be carried on by SG Kleinwort Hambros Bank Limited, Jersey Branch (**SGKHJB**).

SGKHBCIL therefore intends to transfer your account(s) and any other products and services provided by SGKHBCIL to SGKHJB. By making these changes, SGKHJB aim to give you an even better banking service in the future. There will be no material changes to the products and services you currently receive as a result of the transfer.

This leaflet explains the legal process to approve the scheme (the **Scheme**) and summarises the terms of the Scheme. A similar transfer by a different process is also being undertaken between the Guernsey branch of SGKHBCIL and the Guernsey branch of SG Kleinwort Hambros Bank Limited (the **Guernsey Transfer**), and SG Kleinwort Hambros Bank (Gibraltar) Limited and the Gibraltar branch of SG Kleinwort Hambros Bank Limited.

The Scheme needs to be approved by the Royal Court of Jersey (the **Court**) and if that approval is granted, and the Guernsey Transfer takes place, your account(s), products and services will transfer without the need for any further action being taken by you. However, if we consider that this is required then we shall write to you again with further details.

(2) Important information about the Scheme

We are proposing to transfer your account(s) products and services from SGKHBCIL to SGKHJB in accordance with the terms of the Scheme.

In order to implement the Scheme, we must obtain approval from the Court. The Court will only approve the Scheme if it is satisfied that all of the legal requirements have been met and that the proposed transfer of business from SGKHBCIL to SGKHJB is fair to customers.

The hearing before the Court to request approval of the Scheme is due to take place at 9am on 15 August 2022 at the Royal Court of Jersey, Royal Square, St Helier, Jersey, JE1 1JG. If this time or date changes we will place notice of the new time or date on our website, at <https://www.kleinworthambros.com/en/important-information/bank-transfer>.

(3) How you can raise any questions or concerns about the Scheme

If you have any questions or concerns about the Scheme, please contact us using the contact details below and we will be happy to help you.

If you believe you would be adversely affected by the Scheme you may put your objections to the Court:

- by writing to us at the address given below, marking your correspondence as 'Transfer Proposal' so that your objection and our reply to you can be sent to the Jersey Financial Services Commission and the Court prior to the Court hearing;
- by attending the hearing and presenting your objection to the Court in person; or
- through a Jersey advocate who will attend the hearing at the Court and present your objection on your behalf.

If you or a legal representative intend to come to the hearing, please write to us as soon as possible, and ideally at least five working days before the court hearing. Again, please mark your letter with 'Transfer Proposal' and outline the nature of your objection. By informing us in writing of your intention to attend, we can inform you of any changes that may occur in relation to the hearing.

(4) A summary of the main terms of the Scheme

Any deposit accounts, loan accounts, cash accounts or securities accounts held by you with SGKHBCIL, along with any other products and services, will transfer from SGKHBCIL to SGKHJB. The transfer will be implemented through the Scheme which is a scheme to transfer deposit-taking business under Article 48D of and the schedule to the Banking Business (Jersey) Law 1991.

If the Court approves the Scheme, the Scheme will become effective at 00.01 on 1 October 2022 and all accounts, products and services will transfer from SGKHBCIL to SGKHJB and become account(s), products and services provided by SGKHJB.

The terms of the Scheme provide that upon the transfer of an account:

- **continuity in contracts:** any contract relating to the transferred account will have effect as if SGKHJB had always been a party to it and accordingly, SGKHJB will acquire the rights and obligations of SGKHBCIL in respect of such contract and the rights and obligations of SGKHBCIL will be extinguished;
- **continuity in proceedings:** any claim or litigation relating to the transferred account by or against SGKHBCIL will be continued by or against SGKHJB and SGKHJB will be entitled to all defences, claims counterclaims and rights of set-off that would have been available to SGKHBCIL in any such proceedings;

- **cheques and other payment instructions:** any cheques, letters of credit or other orders for payment relating to the transferred account shall have effect as if SGKHJB is SGKHCIL and any instruction, standing order, direct debit, direction, mandate, indemnity, power of attorney, authority, undertaking, declaration or consent given to or by SGKHCIL in relation to the transferred account shall have effect as if given to or by SGKHJB;
- **safe custody:** the custody of any document or other thing held by SGKHCIL in relation to the transferred account will pass to SGKHJB;
- **privacy and confidentiality:** SGKHJB will owe the holder of the transferred account the same duties of confidentiality and privacy as those which SGKHCIL owed immediately prior to the transfer of the transferred account;
- **personal data:** SGKHJB will become the data controller in respect of personal data relating to the transferred account;
- **KH Base Rate:** any reference to the KH Base Rate of SGKHCIL will become a reference to the KH Base Rate of SGKHJB;
- **set off rights:** if you already have an account with SG Kleinwort Hambros Bank Limited (**SGKHBL**), SGKHBL may have set off rights in relation to that account, but will not be permitted to exercise any such set off rights in relation to the balance of the transferring account if it would only be entitled to exercise those rights solely as a result of the transfer of the transferring account, until one year from the date that the transferring account is transferred (or one year from the end of a fixed term or a period of promotional rate of interest in some cases); and
- **other rights:** if you already have a loan granted by SGKHBL, SGKHBL may have cross default rights, all monies rights, consolidation rights or other rights under or in relation to the agreement between you and SGKHBL but will not be permitted to exercise any such rights in relation to any loan made by SGKHCIL if it would only be entitled to exercise those rights solely as a result of the transfer of the transferring account, until one year from the date your account is transferred.

After the Court approves the Scheme, SGKHCIL and SGKHJB can amend the terms of the Scheme provided that the Jersey Financial Services Commission is notified of the proposed amendment and the Court approves it. In the case of minor or technical amendments, or an amendment to correct a manifest error, the amendment can be made without the approval of the Court provided that the Jersey Financial Services Commission has approved the amendment.

The Scheme includes additional provisions dealing with certain residual assets and liabilities that are intended to transfer but, for whatever reason, do not transfer to SGKHJB pursuant to the Scheme. The Scheme provides that these be held by SGKHCIL as residual assets or residual liabilities until the applicable residual transfer date under the terms of the Scheme.

The Scheme also excludes certain limited business, assets and liabilities of SGKHCIL from being transferred pursuant to the Scheme.

(5) What the transfer means for you

There is no immediate change to your account number(s), contact telephone numbers or your online banking service.

The terms and conditions relating to your account, products and services will only be amended to implement changes that are necessary to meet legal and regulatory requirements arising as a result of the Scheme, as set out in the pack provided, and you'll see references to SGKHJB instead of SGKHBCIL. The new terms and conditions are included in this pack, and you'll be able to view them online at <https://www.kleinworthambros.com/en/important-information/bank-transfer> from 1st June 2022.

(6) A summary of the report prepared by an independent auditor in relation to the Scheme

Deloitte LLP have prepared a summary of their report which is included in this pack which confirms that based on the work they have performed, nothing has come to their attention that causes them to believe that the transfer would disadvantage transferring (and non-transferring) customers.

(7) How you can obtain more detailed information about the Scheme

A copy of this leaflet, the full terms of the Scheme, the full report prepared by the independent auditor and a copy of the application to the Court to approve the Scheme are available to you free of charge upon request up to the date of the Court hearing to approve the Scheme.

You can obtain copies of these documents from our website at <https://www.kleinworthambros.com/en/important-information/bank-transfer>. Alternatively, you can obtain copies by requesting a copy from us by calling or writing to us using the contact details below. The documents are also available for inspection and collection at SG Hambros House, 18 Esplanade, Jersey JE4 8PR (between 9am and 5pm Mon-Fri, excluding bank holidays).

If any changes are made to the documents referred to above or if any supplemental documents are prepared, we will publish such amended or supplemental documents on the website referred to above.

You can call us on 01534 815555.

Lines are open Mon-Fri, 9am-5pm UK time.

You can write to us at SG Hambros House, 18 Esplanade, Jersey JE4 8PR or contact your private banker or usual Kleinwort Hambros contact.