

THE HIGH COURT

2022 Record No. COS

**IN THE MATTER OF QUILTER INTERNATIONAL IRELAND DESIGNATED ACTIVITY
COMPANY**

AND IN THE MATTER OF UTMOST PANEUROPE DESIGNATED ACTIVITY COMPANY

AND IN THE MATTER OF THE ASSURANCE COMPANIES ACT 1909

AND IN THE MATTER OF THE INSURANCE ACT 1989

**AND IN THE MATTER OF THE EUROPEAN UNION (INSURANCE AND REINSURANCE)
REGULATIONS 2015**

SCHEME

Dated 21 June 2022

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THIS SCHEME RECORDS THAT:

RECITALS:

- A. Quilter International Ireland designated activity company ("**Quilter**" or the "**Transferor**") is a life assurance company, incorporated in Ireland on 14 July 1999 under company number 309649. It has its registered office and principal place of business at Ashford House, 18 – 23 Tara Street, Dublin 2, Ireland. The sole shareholder of Quilter is Old Mutual Wealth Holdings Limited.
- B. Quilter is authorised by the Central Bank of Ireland ("**Central Bank**") to carry on life insurance business in Class III (Contracts linked to investment funds) and Class VI (Capital redemption operations) in accordance with the 2015 Regulations.
- C. The authorisations held in respect of Quilter remain in full force and effect.
- D. Utmost PanEurope DAC ("**UPE**") is a life assurance company incorporated in Ireland on 25 August 1999 under company number 311420 (the "**Transferee**"). It has its registered office and principal place of business at Navan Business Park, Athlumney, Navan, Co Meath, Ireland. The sole shareholder of the Transferee is Utmost Holdings Ireland Limited ("**UHIL**") (being a company incorporated under the laws of Ireland).
- E. UPE is authorised by the Central Bank to carry on life insurance business in Class I (Life assurance and contracts to pay annuities on human life, but excluding Classes II and III), Class III (Contracts linked to investment funds), Class IV (Permanent health insurance contracts), Class VI (Capital redemption operations) and Class VII (Management of group pension funds) in accordance with the 2015 Regulations. This authorisation remains in full force and effect.
- F. It has been agreed by the board of directors of the Transferor and the Transferee to approve the draft Scheme, subject to the requirements of the Central Bank, Relevant Regulators and the sanction of the Court.
- G. It is intended that the Transferee should acquire the entirety of the business carried on by the Transferor (being the Transferring Business and which shall not comprise (i) the Excluded Assets, (ii) the Excluded Liabilities, (iii) the Excluded Contracts and (iv) the Excluded Policies) with effect as and from the Effective Time and in accordance with the terms and conditions set out in this Scheme.

- H. The Transferor has notified the Central Bank of the terms of this Scheme in accordance with Regulation 41 of the 2015 Regulations.
- I. The Transferor and the Transferee hereby agrees to appear by Counsel on the hearing of the Petition to sanction this Scheme and have undertaken to be bound by the Scheme and to take all reasonable steps (including the execution of documents) which may be necessary or expedient to give effect to the Scheme.
- J. During the course of 2012, Quilter acquired the overseas bonds business of Old Mutual International Ireland Limited ("**OMII**") by way of a scheme approved by the Irish High Court. In connection with the Prior Scheme (as defined), certain arrangements were put in place to ensure that the security of benefits of the original transferor, OMII's policyholders (the "**Relevant Transferring Policyholders**") would not be adversely affected as a result of the transfer. The relevant arrangements involved certain reinsurance arrangements and associated security arrangements, which were in place in advance of the Prior Scheme, being largely replicated post-Scheme, such that they would not be adversely affected as a result of the transfer.
- K. Following the Prior Scheme, certain restructurings with regard to the reinsurance arrangements have been undertaken and the 2017 Agreements (as defined) replicate the arrangements entered into at the time of the Prior Scheme.
- L. The book of business which was subject to the Prior Scheme, and which now forms part of the book of Transferring Business of Quilter, is intended to be transferred from Quilter to UPE. It is therefore intended that the 2017 Agreements be replicated in so far as possible in connection with this Scheme. This is intended to maintain the status quo for the Relevant Transferring Policyholders with regard to the security benefits of such arrangements.
- M. As the 2017 Agreements are not governed by Irish law or are non-assignable, the transfer of those agreements will be addressed outside of the Scheme by the entry into of the Relevant Documents (as defined), which is a condition of this Scheme.
- N. In accordance with local law requirements in Guernsey, a separate scheme (being the Guernsey Scheme as defined herein) is required to be sanctioned by the Royal Court of Guernsey to transfer the Excluded Policies.
- O. In addition to the Guernsey Scheme (as defined herein and referred to above), an Utmost group company Utmost Worldwide Limited ("**UWL**"), will also transfer a book

of specific policies to the Transferee. UWL is a life assurance company registered in Guernsey under registration number 27151 and with its registered office at Utmost House, Hirzel Court, Ste Peter Port, Guernsey GY1 4PA is licensed under the Guernsey Transfer Law and and regulated by the Guernsey Financial Services Commission. It is intended that this transfer will also take effect at the Effective Time. This transfer will take place pursuant to another Guernsey scheme (the "**Guernsey Primary Scheme**") the sanction of which will be sought at the same time as the sanction of the Guernsey Scheme (as defined herein).

P. Neither this Scheme, nor the Guernsey Scheme, is dependant on the approval of the Guernsey Primary Scheme.

THIS SCHEME THEREFORE PROVIDES AS FOLLOWS:

1 Interpretation

1.1 In this Scheme the following expressions bear the meanings specified opposite them:

1909 Act	The Assurance Companies Act 1909 (as amended);
1989 Act	The Insurance Act 1989 (as amended);
2015 Regulations	The European Union (Insurance and Reinsurance) Regulations 2015 (S.I. 485 of 2015) (as amended);
2017 Agreements	(a) the 2017 Reinsurane Agreement; (a) the 2017 Trust; (b) the 2017 Security Agreement; (c) the 2017 Custody Agreement; and the 2017 Confirmation Letter.
2017 Confirmation Letter	The Confirmation Letter pursuant to which the Trustee Company irrevocably and unconditionally confirmed and undertook to Quilter to hold the proceeds of the 2017 Reinsurance Agreement on trust for the policyholders of the Relevant Business;

2017 Custody Agreement	The Custody Trustee Agreement between Quilter and Credit Suisse AG (Guernsey) dated 31 October 2017;
2017 Security Agreement	The Security Agreement between Quilter and the Trustee Company dated 31 October 2017;
2017 Reinsurance Agreement	The Reinsurance Agreement between Quilter and QIIOM dated 31 October 2017;
2017 Trust	The policyholders trust declared pursuant to which the Trustee Company holds the rights of Quilter to the proceeds of the 2017 Reinsurance Agreement on trust for the policyholders of the Relevant Business dated 31 October 2017;
Anti-Money Laundering Requirements	The applicable provisions of the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 (as amended) and as may be repealed and replaced to implement the requirements of European Law and all relevant statutory instruments, codes, guidance and regulatory requirements as may be issued by a competent authority;
Books and Records	All books, records and other information relating exclusively or primarily to the Transferring Business and all information relating to customers, suppliers, agents and distributors and other information in each case relating exclusively to the Transferring Business (other than the Retained Records);
Central Bank	The Central Bank of Ireland, or such other authority as shall from time to time carry out the functions carried out by it in Ireland as at the date of this Scheme;
Court	The High Court of Ireland;
Confirmation Letter	The letter to be entered into by the Trustee replicating the 2017 Confirmation Letter, which will confirm that it shall hold the proceeds of the 2017 Reinsurance Agreement (which shall be novated to UPE under the Novation Agreement) on trust for the policyholders of the Relevant Business and which shall

	take effect in and around the Effective Time of this Scheme;
Custody Agreement	The Custody Agreement between UPE and Credit Suisse, AG (Guernsey) to be entered into and to take effect in and around the Effective Time of this Scheme to replicate the 2017 Custody Agreement;
Data Controller	Has the meaning ascribed to it in the Data Protection Legislation;
Data Protection Legislation	All applicable laws and regulatory requirements in relation to data protection and privacy (ie, protecting the fundamental rights and freedoms of individuals to privacy with respect to the processing of personal data), or similar laws that apply in relation to the processing of Transferring Policyholder Data and/or Retained Records, including without limitation, (i) the GDPR, (ii) the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011, (iii) any national data protection or privacy laws applicable to the Transferor or Transferee, and (iv) all applicable implementing, derivative or related laws, rules and regulations;
Effective Time	The time and date when this Scheme shall become operative in accordance with paragraph 2.2, which shall be the last day of a calendar month or such other date as may be agreed between the parties with the consent of the Court;
Encumbrance	Any claim, charge, mortgage, lien, option, equitable right, power of sale, pledge, hypothecation, retention of title, right of pre-emption, right of first refusal or other third party right or security interest of any kind or an agreement, arrangement or obligation to create any of the foregoing;
Excluded Assets	Those assets of the Transferor listed in Schedule 1 (Excluded Assets);
Excluded	The following contracts:-

Contracts	<p>(d) Agreement with Grant Thornton Financial and Taxation Consultants Limited for the provision of payroll services, dated 22 March 2022;</p> <p>(e) The Reinsurance Agreements (as defined);</p> <p>(f) Agreements relating to the Original Protections (as defined);</p>
Excluded Liabilities	Those liabilities of the Transferor that are necessary to operate and manage the Excluded Assets;
Excluded Policies	The policies subject to transfer under the Guernsey Scheme;
Excluded Policyholders	The holders of the Excluded Policies;
GDPR	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/ EC (General Data Protection Regulation);
Guernsey Policies	The policies written by or assumed by the Transferor up to and including the Effective Time, which form part of the long-term insurance business (as such expression is interpreted for the purposes of the Guernsey Transfer Law carried on by or assumed by the Transferor at the Effective Time) which are being transferred to the Transferee;
Guernsey Scheme	The scheme document which sets out the terms upon which the insurance business transfer to be made pursuant to the Guernsey Transfer Law and relating to the Guernsey Policies is proposed to be effected;
Guernsey Transfer Law	The Insurance Business (bailiwick of Guernsey) law 2002;
Independent	Fergal O'Shea of Willis Tower Watson, the independent

Actuary	actuary appointed to report on the terms of the Scheme, or any successor appointed to report on the same;
Ireland	Ireland excluding Northern Ireland;
Losses	All losses, liabilities, damages, costs (including legal costs and experts' and consultants' fees), charges, expenses, actions, proceedings, claims and demands;
Novation Agreement	The novation agreement between each of Quilter, UPE, QIIOM to be entered into and to take effect in and around the Effective Time of this Scheme to effect the Novation of the 2017 Reinsurance Agreement from Quilter to UPE;
Order	An order made by the Court pursuant to Section 13 of the 1909 Act sanctioning this Scheme and any order (including any subsequent order, which is ancillary thereto) in relation to this Scheme made by the Court pursuant to Section 36 of the 1989 Act;
Original Protections	The arrangements entered into in and around the time of the Prior Scheme to ensure that the security of benefits of the Original Transferor's policyholders would not be adversely affected as a result of the transfer, and which are now represented by the 2017 Agreements;
Policyholders	All of the Transferring Policyholders and Transferee Policyholders (other than Excluded Policyholders);
Prior Scheme	The Scheme between Old Mutual International Ireland Limited (as transferor) and Skandia Life Ireland Limited (and now Quilter) and as the transferee), with an effective date of 31 Decemeber 2012);
QIIOM	Quilter International Isle of Man Limited, with its registered office at King Edward Bay House, Kind Edward Road, Onchan, IM99 1NU, Isle of Man;

<p>Reinsurance Agreements</p>	<p>The following reinsurance arrangements:-</p> <p>(g) The Reinsurance Agreement between the Transferor and Old Mutual International Isle of Man Limited dated 3 March 2016;</p> <p>(h) The Life Reinsurance Financing Treaty between the Transferor and Quilter International Isle of Man Limited dated 16 December 2020;</p> <p>which shall be novated from the Transferor to UPE.</p>
<p>Relevant Business</p>	<p>The policies transferred to Quilter under the terms of the Prior Scheme;</p>
<p>Relevant Documents</p>	<p>The arrangements required to be entered into by Quilter, UPE, the Trust Company and the Custodian and any other party as may be reasonably necessary to replicate the Original Protections, including but not limited to, the following:</p> <p>(i) the Novation Agreement;</p> <p>(j) the Trust;</p> <p>(k) the Security Agreement;</p> <p>(l) the Custody Agreement; and</p> <p>(m) the Confirmation Letter.</p>
<p>Relevant Regulators</p>	<p>The supervisory authorities of every relevant EU / EEA Member State where the Transferring Policies were concluded as listed in Schedule 2 (Relevant Regulators).</p>
<p>Residual Assets</p>	<p>Any property of the Transferor which would be comprised in the Transferring Business:</p> <p>(i)</p> <p>(n) in respect of which the Court has declined to order the transfer to the Transferee under the 1909 Act, the 1989</p>

	<p>Act or the 2015 Regulations (as applicable);</p> <p>(o) where the Transferor and the Transferee agree in writing that the transfer of such property should be delayed or such property should not be transferred at all;</p> <p>(p) which is outside the jurisdiction of the Court or in respect of which its transfer pursuant to an order of the Court is not recognised by the laws of the jurisdiction in which the property is situated; or</p> <p>(q) which cannot be transferred or vested in the Transferee for any other reason,</p> <p>(ii) together with any proceeds of sale or income or other accrual or return, whether or not in the form of cash, earned or received from time to time after the Effective Time, in respect of any property referred to in paragraphs (i)(a) to (d) of this definition;</p>
Residual Contracts	Any Transferring Contract which is a Residual Asset;
Residual Liabilities	<p>Any liability whatsoever of the Transferor:</p> <p>(a) that is attributable to or connected with a Residual Asset and arises at any time before the Subsequent Transfer Date applicable to the Residual Asset;</p> <p>(b) that would be comprised in the Transferring Business in respect of which the Court has declined to order the transfer to the Transferee under either of the 1909 Act, the 1989 Act or the 2015 Regulations (as applicable);</p> <p>(c) that would be comprised in the Transferring Business which cannot be transferred or vested in the Transferee for any other reason at the Effective Time; or</p> <p>(d) that would be comprised in the Transferring Business but</p>

	<p>where the Transferor and the Transferee agree in writing prior to the Effective Time that the transfer of such liability should be delayed or that such liability should not be transferred;</p>
Retained Records	<p>Any accounting, financial and other records of the Transferor relating to the Transferring Business, which the Transferor is required by law to retain, including such records as may be required pursuant to the Taxes Consolidation Act 1997 and the Value Added Tax Consolidation Act 2010;</p>
Scheme	<p>This Scheme in its original form or with, or subject to, any modification or addition thereto;</p>
Security Agreement	<p>The Agreement to be entered into and to take effect between the Trustee Company and UPE in and around the Effective Time of this Scheme to replicate the security provided for under the 2017 Security;</p>
Subsequent Transfer Date	<p>In relation to any Residual Asset or Residual Liability, the date after the Effective Time on which such Residual Asset or Residual Liability is or is to be transferred to the Transferee, namely:</p> <ul style="list-style-type: none"> (a) in respect of any Residual Asset falling within paragraph (i)(a), (i)(c) or (i)(d) of the definition of Residual Asset, and of any Residual Liability which is attributable to or connected with that Residual Asset, or which falls within paragraph (b) or (c) of the definition of Residual Liability, the date on which any impediment to its transfer shall have been removed or overcome; and (b) in respect of any Residual Assets falling within paragraph (i)(b) or (ii) of the definition of Residual Assets, and of any Residual Liability which is attributable to or connected with that Residual Asset, and of any Residual Liability falling within paragraph (d) of the definition of Residual Liability, the date on which the Transferor and the

	Transferee agree the transfer should take effect;
Taxation or Tax	All forms of taxation (other than deferred tax) and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions and levies, in each case in the nature of tax, whether levied by reference to income, profits, gains, net wealth, asset values, turnover, added value or otherwise and shall further include payments to a Tax Authority on account of Tax, whenever and wherever imposed and whether chargeable directly or primarily against or attributable directly or primarily to the Transferor or any other person and all penalties and interest relating thereto;
Tax Authority	Any taxing or other authority competent to impose any liability in respect of Taxation or responsible for the administration and / or collection of Taxation or enforcement of any law in relation to Taxation;
Transferee Head of Actuarial Function	The person duly appointed as the Head of Actuarial Function of the Transferee from time to time;
Transferee Policyholders	All policyholders of the Transferee (other than the Excluded Policyholders) up to and including the Effective Time;
Transferring Assets	The assets of the Transferor in connection with the Transferring Business held by the Transferor on or before the Effective Time, excluding the Excluded Assets and prior to the Subsequent Transfer Date, the Residual Assets;
Transferring Business	The insurance business conducted by the Transferor as at the Effective Time and authorised under the 2015 Regulations as set out in Schedule 3 (Classes of the Transferring Business) and includes (a) (i) the Transferring Assets, (ii) Transferring Contracts and (iii) Transferring Liabilities and (b) (i) the Residual Assets, (ii) Residual Liabilities and (iii) Residual Contracts (but only with effect from each Subsequent Transfer Date);

<p>Transferring Contracts</p>	<p>Any contractual arrangements entered into by the Transferor prior to the Effective Time in connection with the Transferring Business including:-</p> <p>(c) the Transferring Policies; and</p> <p>(d) without limitation, the contracts listed in Error! Reference source not found. (Error! Reference source not found.);</p> <p>but excluding the Excluded Contracts;</p>
<p>Transferring Liabilities</p>	<p>The entire amount of all debts, liabilities and obligations (whether actual, future or contingent and whether known or unknown at the Effective Time) owed or to be performed by the Transferor to the Transferring Policyholders or third parties arising out of or in connection with the Transferring Policies or the Transferring Assets, other than the Excluded Liabilities and prior to the Subsequent Transfer Date, the Residual Liabilities;</p>
<p>Transferring Policies</p>	<p>The life assurance policies written by or assumed by the Transferor up to and including the Effective Time (and which includes any proposal for new business made to the Transferor which remains open for acceptance as of the Effective Time), but which shall not include the Excluded Policies;</p>
<p>Transferring Policyholders</p>	<p>All holders of the Transferring Policies up to and including the Effective Time; and</p>
<p>Transferring Policyholder Data</p>	<p>The personal data (as defined in the Data Protection Legislation) of the Transferring Policyholders.</p>
<p>Trust</p>	<p>The Trust to be declared pursuant to which the Trustee Company will hold the rights of UPE to the proceeds of the 2017 Reinsurance Agreement on trust for the policyholders of the Relevant Business to be entered into and to take effect in and around the Effective Time of this Scheme;</p>

Trustee Company	Nedgroup Trust Limited, of Fairbairn House, Rohais, St Peter Port, Guernsey GY1 3LT;
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- 1.2 In this Scheme (including Schedules and Appendices hereto):
- 1.2.1 words and expressions shall, save where the context otherwise requires, have the meanings set out in clause 1.1;
- 1.2.2 liabilities include liabilities, duties and obligations of every description (whether present or future, actual or contingent). Rights, benefits and powers include rights, benefits and powers of every description (whether present or future, actual or contingent);
- 1.2.3 the word “including” is to be construed as not importing any limitation;
- 1.2.4 the headings used are for convenience only and shall not affect its interpretation;
- 1.2.5 any references to legislation shall:
- (a) be to Irish legislation, unless otherwise stated, and
 - (b) include a reference to any legislation subordinate to such legislation; and
- 1.2.6 references to books, records or other information means books, records or other information in any form, including paper, electronically stored data, magnetic media, film and microfilm.
- 1.3 Any reference in this Scheme to an enactment, a statutory provision or any subordinate legislation shall be deemed to include a reference to that enactment, statutory provision or subordinate legislation as amended, replaced or re-enacted from time to time and to any instrument or order made from time to time under such enactment, statutory provision or subordinate legislation.
- 1.4 Any words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.

- 1.5 Any reference to a person shall be construed as a reference to any individual, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing. Any reference to a person includes his successors, personal representatives and permitted assigns.
- 1.6 Unless the context otherwise requires, any references in this Scheme to a clause or sub-clause shall be a reference to a clause or sub-clause of this Scheme, and any reference in a clause to a sub-clause shall be a reference to a sub-clause of that clause.
- 1.7 References to books, records or other information mean books, records or other information in any form, including paper, electronically stored data, magnetic media, film and microfilm.

2 Transfer of Insurance Business

2.1 Purpose of the Scheme

- 2.1.1 The purpose of the Scheme is to make provision for the transfer of the Transferring Business from the Transferor, as legal and beneficial owner, to the Transferee and the consequent assumption of the Transferring Liabilities by the Transferee such that the Transferee shall succeed to the rights and obligations of the Transferor as underwriter of the Transferring Policies.
- 2.1.2 At the Effective Time, the Transferor, as legal and beneficial owner shall transfer to the Transferee and the Transferee shall acquire and undertake the Transferring Business and assume the Transferring Liabilities with effect from the Effective Time.

2.2 Effective Time

- 2.2.1 Subject to paragraph 2.3.1, this Scheme shall become operative at 22:59 on 30 September 2022 or such other time and date as may be specified in the Order and unless this Scheme shall become operative on or before 22:59 on 30 September 2023 or such later date as the Court may allow upon the application of the Transferor and the Transferee, this Scheme shall lapse.

2.3 **Conditions Precedent**

2.3.1 Notwithstanding paragraph 2.2.1, this Scheme shall not become operative on the Effective Time unless:

- (a) the Central Bank has given its consent or indicated that it has no objection to the Scheme;
- (b) the Relevant Regulators have given their consent to the Transfer, or the Relevant Regulators have failed to object to the Scheme within three months of having been notified by the Central Bank of the Scheme (as the case may be) pursuant to the terms of the 2015 Regulations;
- (c) the Court approves the Scheme pursuant to the 1909 Act, the 1989 Act and the 2015 Regulations;
- (d) Quilter, UPE, QIOM and the Trustee Company executing and delivering the Relevant Documents;
- (e) in the event that the Court imposes a modification of or addition to this Scheme or any further conditions or provisions affecting same before the Effective Time, the Transferor and the Transferee consent to such modification, addition or condition before the Effective Time.

2.3.2 If at any time after the Court has made an Order sanctioning the Scheme but before the Effective Time, the Transferor and Transferee anticipate that the Guernsey Scheme will not become effective, or will not become effective at the time or on the terms anticipated, the parties agree that, upon the request of either party, the parties shall jointly apply to the Court for any further order, including any order discharging or amending the Order sanctioning the Scheme as the parties consider necessary or desirable.

2.4 **Transfer of Business**

2.4.1 On and with effect from the Effective Time, the Transferring Business (including the Transferring Policies) shall by the Order and without any further act or instrument, be transferred to and be vested in the Transferee in accordance with this Scheme.

2.4.2 Subject to the provisions of this Scheme, every Transferring Policyholder shall on and from the Effective Time become entitled in substitution of any rights enforceable by or

available under a Transferring Policy against the Transferor to the same right or rights against the Transferee and the obligations of every such Transferring Policyholder shall on and after the Effective Time become enforceable (so far as still subsisting) by the Transferee in place of the Transferor. The Transferee shall carry out, perform and complete all of the terms and conditions of the Transferring Policies. For the avoidance of doubt, this Scheme shall not affect the Transferring Policyholder's contractual terms and conditions pursuant to the Transferring Policies.

2.5 Transfer of Assets

2.5.1 On and with effect from the Effective Time, the Transferring Assets shall, by the Order and without any further act or instrument, be transferred to and be vested in the Transferee subject to all Encumbrances (if any) affecting such Transferring Assets.

2.5.2 The Transferee shall accept without investigation, requisition, or objection such title as the Transferor shall have at the Effective Time to the Transferring Assets and the Transferring Business.

2.5.3 The Transferor and the Transferee shall, as and when appropriate, execute all documents and perform all things as may be required to effect or perfect the transfer to, and vesting in, the Transferee of any Transferring Assets on the Effective Time in accordance with the terms of this Scheme, including without limitation, obtaining any required consent or waiver.

2.6 Transfer of Contracts

2.6.1 In addition to the provisions of paragraph 2.5, on and with effect from the Effective Time, the Transferee shall, by the Order and without any further act or instrument, be entitled to all the rights, benefits and powers, and be subject to all the obligations and liabilities of the Transferor whatsoever subsisting on the Effective Time under or by virtue of the Transferring Contracts and all such rights, benefits and powers shall be vested in the Transferee.

2.6.2 Every person who immediately prior to the Effective Time is a holder of or party to a Transferring Contract shall, from and after the Effective Time, in substitution for any liability or obligation owed thereunder to the Transferor, be under the same liability or obligation to the Transferee and shall become entitled, to the exclusion of any rights which he may have had against the Transferor under any of the Transferring

Contracts, to the same rights against the Transferee as were available to him against the Transferors under such Transferring Contract.

- 2.6.3 All premiums and other amounts attributable or referable to the Transferring Contracts shall on and after the Effective Time be payable to the Transferee and shall be receivable and received by the Transferee and every person who is a holder of or party to any of the Transferring Contracts shall be liable to the Transferee for any outstanding, further or additional premiums or other sums attributable or referable to the Transferring Contracts as and when the same become due and payable.
- 2.6.4 The Transferee shall be entitled to any and all defences, claims, counterclaims and rights of set-off under or in respect of the Transferring Contracts which would have been available to the Transferors.
- 2.6.5 All references in any Transferring Contract to the Transferor, the board of directors of the Transferor, or any other officers, employees or agents of the Transferor shall from and after the Effective Time be read as references to the Transferee, the board of directors of the Transferee, or any other officers, employees or agents of the Transferee or, where appropriate, agents of the Transferee to which the administration carried on by the Transferee has been delegated. In particular, but without limitation, all rights and / or duties exercisable or expressed to be exercisable or responsibilities to be performed by the Transferor, the board of directors of the Transferor, or any other officers, employees or agents of the Transferor in relation to any of the Transferring Contracts shall, from and after the Effective Time be exercisable or required to be performed by the Transferee, the board of directors of the Transferee or any other officers, employees or agents of the Transferee.
- 2.6.6 All references in any guarantees, letters of credit or similar security (which covers part of the Transferring Business) to the Transferor defaulting in the payment of sums due and payable in respect of any Transferring Policies or any other liability of the Transferring Business shall be read and construed as references to such a default by the Transferee in respect of such Transferring Policies of such liability and the obligations of the respective guarantor or provider of security under such guarantee or security shall continue in full force and effect.

2.7 **Transfer of Liabilities**

2.7.1 On and with effect from the Effective Time, the Transferring Liabilities shall, by the Order and without any further act or instrument, be transferred to and become liabilities of the Transferee and shall cease to be liabilities of the Transferor.

3 Further Assurances

3.1.1 Each party to this Scheme agrees to do such further acts and enter into such further deeds or documents as may be necessary to vest title in the Transferring Business in accordance with the terms of this Scheme.

3.1.2 Such of the Transferring Business, Transferring Assets or Residual Assets in which title does not pass by delivery or otherwise at the Effective Time, following the Effective Time be held by the relevant Transferor on trust absolutely for the Transferee pending the formal transfer of title, delivery, or assignment to the Transferee pursuant to the terms of this Scheme and the Transferee shall perform any obligations of the Transferor thereunder as if they were the assets of the Transferee.

3.1.3 In the event that the transfer is not recognised by the laws of any jurisdiction governing any of the Transferring Business, Residual Assets and / or Residual Liabilities, the Transferor shall hold such Transferring Business, Residual Assets and / or Residual Liabilities as trustee for the Transferee absolutely from the Effective Time and the Transferee shall perform any obligations of the Transferor thereunder as if they were the assets, contracts or liabilities of the Transferee.

3.1.4 If any third party consent is required to transfer any Transferring Business, Residual Assets and / or Residual Liabilities to the Transferee and such third party consent has not been obtained prior to the transfer, the relevant Transferor shall hold the benefit of the Transferring Business, Residual Assets and / or Residual Liabilities on trust for the Transferee absolutely from the Effective Time and the Transferee shall perform any obligations of the Transferor thereunder as if they were the assets of the Transferee.

3.1.5 If pursuant to the terms of any Transferring Contract, any third-party consent is required to transfer the Transferring Contract to the Transferee and such third party consent has not been obtained prior to the Effective Time, the Transferor shall hold the benefit of the contract on trust for the Transferee absolutely from the Effective Time and the Transferee shall perform any obligations of the Transferor thereunder as if they were the contracts of the Transferee.

3.1.6 On and with effect from each Subsequent Transfer Date, each Residual Asset to which such Subsequent Transfer Date applies shall by virtue of the Order and to the extent not previously transferred, be transferred to and vest in the Transferee in accordance with the terms of this Scheme.

3.1.7 On and with effect from each Subsequent Transfer Date, each Residual Liability to which such Subsequent Transfer Date applies shall by virtue of the Order and to the extent not previously transferred, be transferred to the Transferee and become a liability of the Transferee and shall cease to be a liability of the Transferor in accordance with the terms of this Scheme.

4 Management of Funds

4.1 Establishing, Closing and Amalgamating Sub-Funds

4.1.1 Subject to clause 4.3, nothing in this Scheme shall prevent the Transferee, at any time and from time to time, (i) establishing new sub-funds; (ii) closing existing sub-funds; (iii) amalgamating any sub-fund or any part or parts thereof with any other sub-fund or part or parts thereof; (iv) changing the name or designation of any sub-fund or dividing any sub-fund into one or more sub-funds; (v) changing the approach to pricing; (vi) changing the policy charges in accordance with the terms and conditions of the Transferring Policies or (vii) effecting any combination of the above, on such terms and recommendations as may be recommended by the Transferee Head of Actuarial Function, having regard to the reasonable expectations of policyholders, and approved by the board of directors of the Transferee.

4.2 Establishment of Unit Linked Funds

4.2.1 On and with effect from the Effective Time, the Transferee shall have linked funds corresponding to all of the linked funds maintained by the Transferor immediately prior to the Effective Time in respect of the unit linked funds of the Transferring Policies.

4.2.2 On and with effect from the Effective Time, the Transferring Policies shall be allocated units in the linked funds to be maintained by the Transferee referred to in paragraph 4.2.1 above, which units shall be of the same type and unit value as units allocated to the Transferring Policy in the corresponding Transferor linked fund immediately prior to the Effective Time. There will be no change to the underlying assets, the

investment strategy, and the approach to unit pricing, policy charges or to the investment criteria as a result of the transfer.

4.3 Unit Linked Funds placed with External Managers and Custodians

4.3.1 On and with effect from the Effective Time, the Transferee shall establish records corresponding to all of the records maintained by the Transferor, on an individual policy by policy basis, in respect of the externally managed portfolios of Transferring Policies.

4.3.2 On and with effect from the Effective Time, the Transferee shall record which externally managed portfolios are designated in favour of each Transferring Policy and shall ensure that such designations are identical to those that were held in the records of the Transferor immediately prior to the Effective Time. For the avoidance of doubt, there will be no change to the underlying assets, the investment strategy or policy charges as a result of the transfer of externally managed portfolios.

4.4 Single Premium Top-Up

4.4.1 For the avoidance of doubt, the transfer of the Transferring Business shall not affect the right of either Transferee Policyholders or Transferor Policyholders to make a single premium top-up where permitted by the terms of their policy following the Effective Time.

5 Miscellaneous

5.1 Tax Issues Regarding Transfer of Assets

5.1.1 Any Tax liabilities that crystallise as a result of the transfer of the Transferring Policyholders' assets will not be borne by the Transferring Policyholders.

5.2 Mandates and Other Instructions

5.2.1 Any mandate or other instruction in force on the Effective Time (including, without limitation, any instruction given to a bank by its customer in the form of a direct debit or standing order) and providing for the payment by a bank or other intermediary of premiums payable under or in respect of any of the Transferring Policies shall, on and from the Effective Time (and in the case of a Transferring Policy which constitutes a Residual Contract, from the respective Subsequent Transfer Date), take effect as if it had provided for and authorised such payment to the Transferee.

5.2.2 Any mandate or other instruction in force on the Effective Time in respect of any of the Transferring Policies as to the manner of payment of any benefit or other amount by the Transferor shall, on and from the Effective Time (and in the case of a Transferring Policy which constitutes a Residual Contract, from the respective Subsequent Transfer Date), continue in force as an effective authority to the Transferee.

5.2.3 All premiums attributable or referable to the Transferring Policies shall from the Effective Time be payable to the Transferee.

5.3 Continuity of Proceedings

5.3.1 On and with effect from the Effective Time, any judicial, quasi-judicial, arbitration proceedings or any complaint or claim to any ombudsman or other proceedings for the resolution of a dispute or claim which are pending by or against the Transferor in connection with the Transferring Business shall be continued by or against the Transferee and the Transferee shall be entitled to all defences, claims, counterclaims and rights of set-off that would have been available to the Transferor in relation to any such proceedings.

5.3.2 Any litigation involving the Transferor at the Effective Time shall, by Order, be transferred to and be continued by or against the Transferee.

5.3.3 On and with effect from each Subsequent Transfer Date, all actual and potential Proceedings by or against the Transferor in connection with the Residual Assets or the Residual Liabilities shall be continued by or against the Transferee, and the Transferee shall be entitled to all defences, claims, counterclaims and rights of set-off that would have been available to the Transferor in relation to such Residual Assets and Residual Liabilities.

6 General Provisions

6.1 Effect of the Scheme

6.1.1 The transfer and vesting of Transferring Assets, Transferring Contracts or Transferring Liabilities relating to any part of the Transferring Business shall not:

- (a) invalidate or discharge any contract, security or other thing;
- (b) require further registration in respect of any security or charge;

- (c) constitute a breach of, or default under, or require any obligation to be performed sooner or later than would otherwise be the case under any instrument or contract or arrangement to which the Transferor is a party or is bound;
- (d) entitle any party to a contract or arrangement to which the Transferor is a party to terminate such contract or arrangement when, in the absence of this transfer, that party would not otherwise be entitled to terminate it; or
- (e) save as provided elsewhere in this Scheme, confer any greater or lesser rights or benefits, or impose any greater or lesser obligations, under a contract on any party to such contract to which the Transferor is a party where such greater or lesser rights, benefits or obligations would not otherwise have been conferred or imposed.

6.2 Data Protection

6.2.1 On and with effect from the Effective Time, the Books and Records (being the books and records relating to the Transferring Business), which may include Policyholder Data protected under the Data Protection Legislation, shall be transferred to the Transferee (such that the Transferee shall be deemed to be the Data Controller of the Policyholder Data from the Effective Time), and may be used by the Transferee for, and disclosed by the Transferee to, and used by, any agent or contractor of the Transferee to the same extent that they were used by the Transferor and its agents or contractors prior to the Effective Time for all purposes in connection with the Transferring Contracts including, in particular, administration thereof and all matters relevant or incidental thereto.

6.2.2 To the extent that an authority has been given to the Transferor in connection with a Transferring Policy or a Transferring Contract by a policyholder or counterparty thereto or by any other relevant person, whether pursuant to Data Protection Legislation or otherwise, such authority shall, on or after the Effective Time, be deemed to have been given to the Transferee.

6.3 Anti-Money Laundering Requirements

6.3.1 For the avoidance of doubt, on and with effect from the Effective Time, the client due diligence records of the Transferor relating to the Transferring Business shall be transferred to the Transferee and may be used by the Transferee for, and disclosed

by the Transferee to, and used by, any agent or contractor of the Transferee to the same extent that they were used by the Transferor and its agents or contractors prior to the Effective Time for all purposes in connection with the Transferring Contracts including satisfying all applicable Anti-Money Laundering Requirements.

6.4 Publication and Notification Requirements

6.4.1 The Transferor and Transferee shall co-operate to publish appropriate pre and post-transfer notices in each case as may be required by the Order, under applicable law or by any regulatory authority.

6.5 Costs and Expenses

6.5.1 Except as otherwise agreed in writing, all costs and expenses relating to the preparation of the Scheme and application for the sanction of the Scheme, including the costs of the Independent Actuary and complying with the order made by the Courts arising from the directions hearing or the substantive hearing in which the Court is petitioned to sanction the Scheme shall be borne by UPE and shall not be borne by Policyholders.

6.6 Modifications or Additions

6.6.1 On or before the Effective Time, subject to the sanction of the Court as required, any amendment, modification or addition to this Scheme (including any further condition or provision affecting this Scheme which the Court may approve or impose) may be made to this Scheme on the prior agreement of the Transferor and Transferee, provided that the Central Bank (or any Relevant Regulator (where appropriate)) shall have been notified of the proposal to amend, modify or add to the Scheme.

6.6.2 After the Effective Time, the Transferee may vary the terms of this Scheme with the consent of the Court, including, without limitation, if at any time, the provisions of this Scheme, in the opinion of the board of directors of the Transferee, prove to be impossible, impracticable or inequitable to implement, provided that in any such case:

- (a) the Central Bank shall be notified of and have the right to be heard at the hearing of the Court at which such application is considered; or
- (b) such application shall be accompanied by a report from an independent actuary to the effect that in their opinion the proposed amendment will not

materially adversely affect the interests of the Transferring Policyholders affected by the proposed amendment; and

- (c) to the extent any such variation affects any right, obligation or interest of the Transferor, the Transferor has consented thereto.

6.6.3 If such consent is granted, the Transferee may amend the terms of this Scheme in accordance with such consent.

6.7 No Third Party Rights

6.7.1 Subject to the provisions of paragraph 6.6 of this Scheme, nothing in this Scheme shall confer or purport to confer on any third party any benefit or the right to enforce any term of this Scheme.

6.8 Successor and Assigns

6.8.1 This Scheme will bind and inure to the benefit of the successors and assigns of the Transferor and the Transferee.

6.9 Notices

6.9.1 Any notice or other communication in connection with this Scheme (each, a “**Notice**”) shall be:

- (a) in writing and in English or such other language as necessary; and
- (b) delivered by hand, email, recorded delivery or courier using a recognised courier company.

6.9.2 A Notice to the Transferor shall be sent to the following addresses, or such other persons or addresses as the Transferor may notify to the Transferee from time to time:

Quilter

Address:	Ashford House, 18 – 23 Tara Street, Dublin 2, Ireland
Attention:	Barry Kelly

Email:	barry.kelly@utmost.ie
With a copy to:	Damien Mulholland, Company Secretary
With a copy by email to:	Damien.mulholland@utmost.ie

6.9.3 A Notice to the Transferee shall be sent to the following address, or such other person or address as the Transferee may notify to the Transferor from time to time:

UPE

Address:	Navan Business Park, Athlumney, Navan, Co Meath, Ireland
Attention:	Barry Kelly
Email:	barry.kelly@utmost.ie
With a copy to:	Damien Mulholland, Company Secretary
With a copy by email to:	Damien.mulholland@utmost.ie

6.9.4 A Notice shall be effective upon receipt and shall be deemed to have been received:

- (a) 60 hours after posting, in the case of recorded delivery;
- (b) at the time of delivery, if delivered by hand or courier; or
- (c) at the time of transmission in legible form, if delivered by fax or e-mail.

6.10 Governing Law

6.10.1 This Scheme shall be governed by and construed in accordance with Irish law.

Schedule 1

Excluded Assets

1 **Quilter**

Cash deposits with a value of €3.8 million.

Schedule 2

Relevant Regulators

(1) Austria (2) Belgium (3) Czech Republic (4) Denmark (5) Finland (6) France (7) Germany (8) Italy (9) Luxembourg (10) Malta (11) Netherlands (12) Norway (13) Poland (14) Portugal (15) Spain and (16) Sweden.

Schedule 3

Classes of the Transferring Business

1 **Quilter**

Class III (Contracts linked to investment funds)

Class VI (Capital redemption operations)

Schedule 4

Transferring Contracts

Fund Agreements

1. Aberdeen Asset Management Asia Limited
2. Standard Life Investments Limited
3. Alliance Bernstein (Luxembourg) S.a.r.l
4. Amundi Asset Management
5. Amundi Signapore Limite
6. Barclays Bank Plc
7. BTG Pactual Asset Management S.A DVTM
8. Credit Suisse Fund Management S.A.
9. DWS Investment S.A. and DWS Noor Islamic Funds PLC
10. Deutsche Asset Management (Asia) Limited
11. Eastspring Investments (Singapore) Limited
12. Emirates NBD Asset Management Limited
13. FIL Pensions Management and FIL Distributors International Limited
14. First State Investments (UK) Limited (FSI (UK))
15. Fullerton Fund Management Ltd.
16. Fundsmith Investment Services LLP
17. Goldman Sachs Asset Management Fund Services Limited
18. Hume Capital (Guernsey) Limited
19. ING Asset Management B.V
20. JP Morgan Asset Management (Europe) S.ar.l

21. Bordeaux European Managers Limited
22. Lloyds TSB Offshore Fund Managers Limited
23. M&G Guernsey) Limited
24. Macquarie Funds Management Hong Kong Limited
25. Matthews International Capital Management LLC
26. MFS Investment Management Company (Lux) S.ar.l
27. Mirae Asset Global Investments (Hong Kong) Limited
28. Momentum Global Investment Management Limited and Easton Asset Management Limited
29. Montanaro Asset Management Limited
30. Morgan Stanley Investment Management Limited
31. Nedgroup Investments (IOM) Limited
32. Nikko Asset Management Asia Limited
33. Investec Asset Management Guernsey Limited
34. Nomura International plc
35. E.Ohman J:or Fonder AB
36. Old Mutual Customised Solutions (Proprietary) Limited
37. PineBridge Investments Ireland Limited
38. PineBridge Investments Asia Limited
39. PineBridge Investments Singapore Limited
40. Robesco Institutional Asset Management B.V.
41. Schroder Investment Management (Singapore) Ltd
42. UOB Asset Management Limited
43. Value Partners Limited, Value Partners Hong King Limited
44. VAM Funds (Lux) and VAM Managed Funds (Lux) / VAM Global Management Company SA
45. Aberdeen Standard Fund Managers Limited

46. Aberdeen Standard Fund Managers Limited
47. Allianz Global Investors GmbH
48. Alma Capital Investment Management
49. Alquity Investment Management Limited
50. Ardevora Asset Management LLP
51. Ashburton (Jersey) Limited
52. Aviva Investors Global Services Limited
53. Aviva Investors UK Fund Services Limited
54. AXA Investment Managers UK Limited
55. Baillie Gifford & Co Limited
56. Barclays Asset Management Limited
57. Baring International Fund Managers (Ireland) Limited
58. BlackRock Investment Management (UK) Limited, BlackRock Advisors (UK) Limited
59. BMG Management Services Inc
60. BMO Asset Management Limited
61. BNP Paribas Investment Partners Luxembourg S.A
62. BNY Mellon Investment Management EMEA Limited
63. Brown Advisory Ireland Limited
64. Carmignac Gestion Luxembourg
65. Close Asset Management (UK) Limited
66. Cullen Capital Management LLC
67. Dimensional Fund Advisors Ltd.
68. Waystone Management UK Limited
69. Dominion Fund Management Limited
70. Eden Tree Investment Management Limited
71. EFG Asset Management (UK) Limited

72. Equity Trustees Fund Services
73. First State Investments (UK) Limited
74. Franklin Templeton Investment Management Limited and Franklin Templeton Fund Management Limited
75. FundRock Partners Limited
76. Fundsmith LLP
77. GAM Fund Management Limited
78. Goldman Sachs Asset Management Fund Services Limited
79. Guinness Asset Management Ltd and Guinness Asset Management Funds Plc
80. GVQ Investment Management Limited
81. HSBC Global Asset Management (UK) Limited
82. Investment Fund Services Ltd
83. Investment Fund Services Limited
84. Investment Fund Services Limited
85. Insight Investment Funds Limited
86. Invesco Management SA
87. Invesco Fund Managers Limited
88. Henderson Global Investors Limited and Henderson Investment Funds Limited
89. J O Hambro Capital Management Limited
90. JPMorgan Funds Limited
91. JP Morgan Asset Management (Europe) S.ar.l
92. Jupiter Asset management Limited
93. Jupiter Unit Trust Managers Limited
94. Aegon Asset Management UK PLC
95. Aegon Investment Management B.V
96. Kotak Mahindra Asset Management (Singapore) Pte. Ltd.

97. Legal & General (Unit Trust Managers) Limited
98. Lazard Fund Managers (Ireland) Limited
99. Lazard Fund Managers Limited
100. Franklin Templeton Investment Management Limited
101. Franklin Templeton Fund Management Limited
102. Odey Asset Management LLP
103. Link Fund Solutions Limited and Prudential Distribution Limited
104. Valu-Trac Investment Management Limited
105. Troy Asset Management Limited and Link Fund Solutions Limited
106. Lindsell Train Limited
107. Liontrust International (Luxembourg) S.A
108. M&G Securities Limited
109. Man Investments AG
110. Man Fund Management UK Limited (formerly GLG Partners Investment Funds Limited)
111. Margetts Fund Management Limited
112. AFH Independent Financial Services Ltd and Margetts Fund Management Ltd
113. Investment Fund Services Limited
114. Mirabaud Asset Management (Europe) SA
115. Morgan Stanley Investment Management (ACD) Limited and Morgan Stanley Investment Management Limited
116. Muzinich & Co. Limited
117. Nedgroup Investments (IOM) Limited
118. Neuberger Berman Europe Limited
119. Ninety One Fund Managers UK Limited
120. Nomura Asset Management U.K. Limited

121. Odey Asset Management LLP
122. Pictet Asset Management Ltd
123. PIMCO Europe Ltd
124. Polar Capital LLP
125. Premier Portfolio Managers Limited
126. Gemini Investment Funds plc
127. Quilter Investors Limited
128. Royal London Asset Management Limited
129. Rubrics Asset Management (Ireland) Limited
130. Schroder Investment Management (Europe) S.A.
131. Seven Investment Management LLP
132. SVM Asset Management Limited
133. T Bailey Fund Services Limited
134. T.Rowe Price International Ltd
135. Thesis Unit Trust Management Limited
136. Threadneedle Management Luxembourg S.A.
137. Threadneedle Investment Services Limited
138. Tilney Investment Management Services Limited
139. Thesis Unit Trust Management Limited
140. TwentyFour Asset Management LLP
141. UTI International (Singapore) Private Limited
142. Valu-Trac Investment Management Limited
143. Veritas Asset Management LLP
144. Vulcan Value Partners LLC
145. Waverton Investment Management Limited
146. Way Fund Mangers Limited

- 147. Wells Fargo Fund Management LLC
- 148. Winton Capital Management Limited

Outsourcing Agreements

- 149. Old Mutual International Business Services Limited

Fiscal Representative Agreements

- 150. Ernst & Young Société d'Advocats
- 151. FIDES Abogados
- 152. FIDES Abogados
- 153. FIDES Abogados
- 154. Jatco Insurance Brokers Limited
- 155. IQ EQ (Cyprus) Limited.

Discretionary Asset Managers Agreements

- 156. AFH Independent Financial Services Limited t/a AFH Wealth Management
- 157. Bellecapital UK Limited
- 158. Bowmore Asset Management Limited
- 159. Canaccord Genuity Wealth (International) Limited
- 160. Cantab Asset Management Limited
- 161. Daintree Wealth Management
- 162. EQ Investors Limited
- 163. Euromobiliare Advisory SIM
- 164. Goldman Sachs Asset Management International
- 165. HFM Columbus Asset Management Limited
- 166. J & E Davy (UK) Limited
- 167. Laver Wealth Management Limited
- 168. Mattioli Woods PLC

169. Maven Wealth Management Limited (Bartholomew Hawkins)
170. Mountstone Partners Limited
171. Rowan Dartington & Co. Ltd
172. Saunderson House Limited
173. Sinergia Wealth Management SA
174. Smith & Williamson Investment Management (Europe) Ltd
175. Vermeer Investment Management Limited
176. Vintage Asset Management Limited
177. William Highbourne Wealth Management Limited
178. Bank Julius Baer Luxembourg S.A.
179. Bank SYZ SA
180. Brooks MacDonald Asset Management (International) Limited
181. Brown Shipley & Co Limited
182. Canaccord Genuity Wealth Limited
183. Cardale Asset Management Ltd
184. Close Asset Management Limited
185. Courtiers Investment Services Limited
186. DB UK Bank Limited
187. Hawksmoor Investment Management Ltd
188. James Hambro & Partners LLP
189. LGT Wealth Management Jersey Limited
190. Lombard Odier Europe SA - UK Branch
191. Nexus Portfolio Management Limited
192. Parmenion Capital Partners LLP
193. Quilter Cheviot Europe Limited
194. Ravenscroft Investment Management Limited

195. Raymond James Investment Services Limited
196. TAM Asset Management Ltd
197. TAM Europe Asset Management AV, SA
198. W H Ireland Limited
199. Westminster Capital/Westminster Asset Management
200. WH Ireland Limited
201. Whitman Asset Management Limited

Custodian Agreements

202. BNY Mellon
203. Axion Swiss Bank SA
204. Bank J. Safra Sarasin (Gibraltar) Limited
205. Bank Julius Baer & Co, Limited (Zurich)
206. Bank Julius Baer Europe AG (Frankfurt)
207. Bank Vontobel AG
208. Capital International Limited (Isle of Man)
209. Coeli Wealth Management AB
210. Credo Capital plc
211. Den Danske Bank Intl SA
212. Erik Penser Bank AB
213. Formuesforvaltning Aktiv Forvaltning AS
214. Garantum Fondkommission AB
215. Global Prime Partners Limited
216. J & E Davy (trading as Davy)
217. Lincoln Private Investmnt Office LLP & Multrees Investor Services Limited
218. Multrees Investor Services Limited (Tri-party with Lincoln)
219. Nedbank Private Wealth

220. Nordnet
221. Nova Wealth Limited
222. Novia Financial Plc
223. Pictet & Cie (Europe) SA - Luxembourg
224. Pictet & Cie
225. Platform One Limited
226. Platform Securities LLP
227. Praemium Administration Limited
228. Praemium International Limited (Jersey)
229. Quartet Capital Partners LLP
230. Quintet Private Bank (Europe) SA
231. Skandinaviska Enskilda Banken S.A. (Luxembourg)
232. Söderberg & Partners Securities AB
233. Svenska Handelsbanken AB - Luxembourg
234. UBS AG London
235. UBS AG
236. VP Bank (Switzerland) Ltd
237. Waverton Investment Management Limited (previously JO Hambro)
238. Bank Julius Baer Luxembourg S.A.
239. Bank SYZ SA
240. Brooks MacDonald Asset Management (International) Limited
241. Brown Shipley & Co Limited
242. Canaccord Genuity Wealth Limited
243. Cardale Asset Management Ltd
244. Close Asset Management Limited
245. Courtiers Investment Services Limited

246. DB UK Bank Limited
247. Hawksmoor Investment Management Ltd
248. James Hambro & Partners LLP
249. LGT Wealth Management Jersey Limited
250. Lombard Odier Europe SA - UK Branch
251. Nexus Portfolio Management Limited
252. Parmenion Capital Partners LLP
253. Quilter Cheviot Europe Limited
254. Ravenscroft Investment Management Limited
255. Raymond James Investment Services Limited
256. TAM Asset Management Ltd
257. TAM Europe Asset Management AV, SA
258. W H Ireland Limited
259. Westminster Capital/Westminster Asset Management
260. WH Ireland Limited
261. Whitman Asset Management Limited

Combined Discretionary Asset Manager Agreements and Custodian Agreements

262. Adam & Company Investment Management Limited
263. Arbuthnot Latham & Co., Limited
264. Barclays Bank plc
265. Barclays Bank UK PLC/Barclays Investment Solutions Limited
266. Brewin Dolphin Limited
267. Brooks MacDonald Asset Management Limited
268. CA Indosuez Wealth (Europe)
269. Cazenove Capital Management Limited
270. CG Wealth Planning Limited (formerly Thomas Miller)

271. Charles Stanley & Co. Limited
272. Coutts & Co.
273. Investec Wealth & Investment Limited
274. J M Finn & Co. Ltd
275. LGT Wealth Management UK LLP
276. National Westminster Bank PLC
277. Punter Southall Wealth Limited (formerly Psigma)
278. Quilter Cheviot Limited
279. Rathbone Investment Management Limited
280. S G Kleinwort Hambros Bank Limited (formerly Kleinwort Benson)
281. Sanlam Private Investments (UK) Ltd
282. Sarasin & Partners LLP
283. Schroder & Co Limited
284. SG Kleinwort Hambros Bank Limited
285. Smith & Williamson Investment Management LLP
286. The Royal Bank of Scotland plc
287. Tilney Asset Management Limited
288. Tilney Investment Management Services Limited
289. Smith & Williamson Investment Services Ltd
290. Smith & Williamson Inv Man (Europe)
291. Smith & Williamson Investment Services Ltd
292. Banco Itau International
293. CGIS Securities, LLC
294. Credit Suisse AG Zurich
295. EFG Capital International Corp.
296. Goldman Sachs International (London)

- 297. Insight Securities Inc
- 298. Insigneo Securities, LLC
- 299. JRS Asset Management AB
- 300. Morgan Stanley Smith Barney LLC (Miami)
- 301. Northeast Securities, Inc.
- 302. Pershing Securities Limited (IFA Services)
- 303. True Potential Investments LLP
- 304. UBP SA
- 305. VP Bank Luxembourg SA

Insurance Intermediary Agreements

- 306. Verna Kapitalrad AB (9DN-90)
- 307. HSBC Int. Fin. Adv. (Malta) Limited
- 308. Hylland Invest A/S
- 309. VFS Europe SARL (177)
- 310. Conrad James Ltd
- 311. Equity International
- 312. Apex Wealth Management Limited
- 313. Oculus Wealth Management Limited
- 314. M R Financial Services Ltd
- 315. Investax Limited
- 316. Complete Financial Planning Ltd
- 317. Westminster Capital Limited
- 318. Dunhill Financial SPRL

319. Active Financial Planners Ltd
320. 1291 Group Europe Ltd
321. HSBC International Fin Adv (UK) Ltd
322. Malmberg Fond & Finans AB
323. Aisa Financial Planning Ltd
324. Greenfields Financial Management Ltd
325. One life Financial Planning Ltd
326. Enrico Gazzilli
327. Ingard Independent Fin Management LLP
328. Tarvos Wealth Ltd
329. Wellington Court Fin Svcs Ltd
330. DeVere France Eurl
331. Mulberry Wealth Management Limited
332. Plutus Wealth Management LLP
333. Sørrogaland Investeringsrådgivning AS
334. Mangold Fondkommission AB
335. Independent Int Mortgage Adv
336. Bryan Taylor Walker
337. Burnett & Reid Wealth Management Ltd
338. Sancus Retirement Planning Limited
339. Blue Ocean Investment Company Ltd
340. Park View Financial Services Ltd
341. Caliber Financial Associates Limited
342. Heron Wealth Management Ltd
343. Säkra Västkusten KB
344. Önneby & Partner Finans AB

345. Unity Financial Partners Ltd
346. Sørrogaland Investeringsrådgivning AS
347. Browne & Browne IFA Limited
348. John Carter
349. Progeny Wealth Ltd
350. New Forest Financial Planning Limited
351. R T Financial Services UK Ltd
352. 1st Chartered Financial Planning Ltd
353. Starck Uberoi Wealth Limited
354. Lawsons Equity Limited
355. Mandat Kapitalförvaltning AB
356. TTR Barnes Financial Services Ltd
357. Bartholomew Hawkins
358. Tribeca Finansutveckling AB
359. James Ryan Thornhill Ltd
360. Dummy Workflow Number
361. Sigillet Fond&Försäkring i Stockholm AB
362. Chadwicks Ltd
363. Aktiv Link
364. Antrams Financial Services LLP
365. Chris Leach & Associates Ltd
366. Charlwood Independent Fin Advisers Ltd
367. Square Mile Asset Management Limited
368. EOS Wealth Management Ltd
369. Globaleye (Belgium SPRL)
370. Grimes BVBA

371. Axis Financial Consultants
372. Intelligent Financial Advice Limited
373. NLP Financial Management Ltd
374. Maymont Wealth Limited
375. Confidentor KB
376. CRS Consultants Ltd
377. JPM Asset Management Limited
378. D.A Owen Financial Services Limited
379. Wellington Court Financial Services Ltd
380. David Vance Consulting Ltd
381. Towry Law Financial Services Ltd
382. Salisbury Financial Services Limited
383. Pensionskontakt AB
384. Baskerville Advisors (EB only)
385. Harcourt Financial Limited
386. Oakhouse Financial Services Ltd
387. S Johnson Wealth Management LLP
388. Gale and Phillipson Invst Svs Ltd
389. Professional Wealth Management Ltd
390. Encompass Financial Management Ltd
391. TenetConnect Limited
392. Fortuna Financial Planning Limited
393. Ellis Davies Financial Planning Limited
394. Sørrogaland Investeringsrådgivning AS
395. Kielder Financial Planning BVBA
396. Saltire Consultancy Services ebvba

397. Cedars IFA Limited
398. A & J Wealth Management Limited
399. Altyx Financial Planning Ltd
400. Tim J. Pollitt and Co
401. Sørrogaland Investeringsrådgivning AS
402. Old Mill Financial Planning LLP
403. Nicholson Bond Partnership Ltd
404. Charlwood Leigh Ltd
405. IWC Financial Ltd
406. Boosst Limited
407. David Booler & Co
408. DJWM Ltd
409. Alan Davis T/A Belgravia Interinvest Grou
410. Plan4Life Limited
411. Thameside Financial Planning Limited
412. Autonomy Wealth Limited
413. Halstead Independent Fin Mgmt Ltd
414. Winchester Investment Solutions Ltd
415. Cairn Financial Management Limited
416. George Square Financial Management Ltd
417. New Leaf Distribution Limited
418. Integritas Wealth Partners Limited
419. Credo Capital Limited
420. Robusto Asset Management GMBH
421. Magenta Financial Planning Limited
422. Primera Wealth Management Limited

423. Verdana Fond & Försäkring AB
424. VFS Europe SARL (198)
425. CPN Investment Management Ltd
426. Thomas Anthony Wealth Management Ltd
427. King's Court Financial Planning LLP
428. Roger Fish
429. Broadoak Financial Planning Ltd
430. Kane Associates (Investments) Ltd
431. Hagley Financial Planning Limited
432. Aisa International S R O
433. Eppione Limited
434. Sørrogaland Investeringsrådgivning AS
435. Chattertons Wealth Management Ltd
436. Nolan Wealth Management Limited
437. PFM Associates Ltd
438. Oakworth Consultancy Services Ltd
439. Devere Spain SL
440. Extranet Test Agent (Sterling)
441. Platinum Financial Services Ltd
442. Boston Direct Management (UK) Ltd
443. Soderberg & Partners Insurance Co
444. FAA Ins Adv t/a Financial Advisers Asso
445. Maven Wealth Management Limited
446. Attivo Financial Limited
447. VFS Europe SARL (189)
448. Rathbone Investment Management Limited

449. Advisa Financial Services Limited
450. Nobu AB
451. Hankley Financial Planning
452. Menzies Wealth Management Ltd
453. Lyncombe Consultants Ltd
454. Headway Wealth Ltd
455. Kenneth Brewster
456. Montague Wealth Management Limited
457. St James's Place (Hong Kong) Limited
458. Rajive Hensman
459. Meridian Financial Partners Limited
460. DHM Wynchwood LLP
461. Tourbillon Limited -Crystal Fin Sol
462. Söderberg & Partners Ins Consulting
463. S G Wealth Management Ltd
464. MG Asset Planning Ltd
465. Pinnacle Financial Planning Ltd
466. Constantinos Kyamides
467. HFS Milbourne Financial Svcs Ltd
468. Sovereign Asset Management Ltd
469. Sørrogaland Investeringsrådgivning AS
470. Yorkshire Investment Consultants Ltd
471. GPI Europe SRO
472. LivInvest City AB
473. Aktiv Link
474. Fern Hill Sarl

475. Bartholomew Financial Planning Ltd
476. Baskerville Advisers
477. Adviser Platform Lda
478. RPG Consulting Ltd
479. KLO Financial Services Ltd
480. Placeringsekonomerna AB
481. Synergi Ins Advs Agts & SubAgts Ltd
482. Sand Financial Planning Limited
483. Mandat Kapitalforvaltning AB
484. Aktiv Link
485. Elite Financial Advice Ltd
486. Richard Alexander Fin Planning Ltd
487. Hargreaves & Jones Limited
488. Johansson & Olander Capital Partner AB
489. Corfields (UK) Limited
490. Gilbert Stephens Financial Services Ltd
491. Arbuthnot Latham & Co Ltd (London)
492. Julian Harris Financial Consultants
493. Ock Forsakringsmaklare AB
494. Kudos Ind Financial Services Limited
495. Ravenstone Financial Management Ltd
496. Jobson James Financial Services Ltd
497. Skybound Wealth Management Ltd
498. More Wealth Planning Limited
499. Bentley Grove Financial Solutions LLP
500. Compass Wealth Management Ltd

501. Cantab Asset Management Limited
502. Carpenter Box Wealth Management LLP
503. Unallocated
504. MN Consultancy Ltd
505. Clayton Holmes Naisbitt Fin Cons LLP
506. Prosperity Fin Advrs & Stockbrokers Ltd
507. Murphy Wealth Limited
508. Saltire Consultancy
509. Mountstone Partners Limited
510. Quilter Financial Planning Solution Ltd
511. County Financial Ltd
512. Placeringsekonomerna AB
513. Cradle Overseas Pensions Ltd
514. VFS Europe SARL (193)
515. Sørrogaland Investeringsrådgivning AS
516. Luis Alberto Ferreyra
517. HFMC Wealth Limited
518. Sørrogaland Investeringsrådgivning AS
519. Fintec Global Consultants
520. Florijn Financiële Diensten b.v.
521. Magus Private Wealth Ltd
522. Warner Matthews Limited
523. North Capital Management Ltd
524. Försäkringsinvest i Stockholm AB
525. Max Matthiessen AB
526. Gerrards Wealth Management / BFMI

527. Pension Advice Specialists Limited
528. Paul Murray Investments Ltd
529. Tavistock Insurance Services Limited
530. Futures Assured Ltd
531. SKF Trading Ltd
532. Baggot Asset Management Limited
533. Sørrogaland Investeringsrådgivning AS
534. SRFM Limited
535. Curo Advisers Limited
536. Placeringsekonomerna AB
537. VFS Europe
538. LEBC Group Limited
539. The On-Line Partnership Ltd
540. Square Mile Financial Services
541. Equilibrium Financial Consultancy Ltd
542. Carnegie Investment Bank AB
543. Charterhouse IFA LLP
544. Sørrogaland Investeringsrådgivning AS
545. Bottriell Adams LLP
546. Pensionskontakt AB
547. Eastwood Financial Solutions Ltd
548. KapitalArkitekterna AB
549. IFS 4 You Limited
550. Towry Law
551. Cumberland Place Financial Mgmt Limited
552. Quilter Financial Services Ltd

553. Sunrise Independent Financial Adv Ltd
554. European Financial Planning Group
555. Prescott Ltd
556. Portfolio Financial Consultancy Ltd
557. Intelligent Capital Ltd
558. Hoyl Independent Advisers Ltd
559. Mitchell Prockter Financial Svs Ltd
560. Next Chapter Financial Planning Ltd
561. Placerum Kapitalförvaltning AB
562. Thornbridge Investment Management LLP
563. Navexa Securities AB
564. Sørrogaland Investeringsrådgivning AS
565. Pannells Financial Planning Ltd
566. Sørrogaland Investeringsrådgivning AS
567. Norway Dummy Agent
568. VFS Europe SARL (007)
569. Anculo Ltd
570. Gower Financial Services Limited
571. P Bennett & Associates Limited
572. Mowatt Financial Planning Ltd
573. Scott & Casey Financial Management Ltd
574. Via La Plateforme Patrimoniale
575. TenetConnect Ltd
576. Oak County Financial Services Limited
577. Manning Gee Investments Limited
578. Gemini Wealth Management Ltd

579. Continental Advisory Group NV
580. Permanent Wealth Partners Ltd
581. DQS Financial Management Ltd
582. Grosvenor Butterworth Fin Svcs Ltd
583. Premier Financial Mgmt (Scotland) Ltd
584. Sørrogaland Investeringsrådgivning AS
585. Hylland Invest A/S
586. Sørrogaland Investeringsrådgivning AS
587. Adam & Company Investment Mgmt Ltd
588. Säkra Borås KB
589. Financial Ltd
590. Aries Wealth Management Limited
591. 3 Sixty Financial Ltd
592. Quesada Kapitalförvaltning AB
593. VFS Europe SARL (187)
594. Pi Financial Limited
595. Partners Wealth Management LLP
596. Captura Kapitalplacering AB
597. Blacktower Financial Mgt Int. Ltd
598. Bazzani Intermediazioni Generali SRL
599. Harvest Associates Ltd
600. Hawsons Wealth Management Limited
601. 20Twenty Independent Limited
602. Manentia Wealth Consulting Group Ltd
603. Financial Aspects Ltd
604. Retirement & Investment Solutions Ltd

605. Mercury Financial Solutions
606. Blevins Franks Financial Mgmt Ltd
607. HDG Financial Services Ltd
608. The Alexander Beard Group PLC
609. Robertson Baxter Limited
610. Monnet Capital
611. Real Finans och Forsakring AB
612. Placerum Kapitalförvaltning AB
613. GSI Wealth Management Ltd
614. Granite Financial Planning Ltd
615. The Royal Bank of Scotland Plc
616. Seabrook Clark Ltd
617. Worldwide Financial Planning Ltd
618. Brooks Macdonald Asset Mgt (Intl) Ltd
619. Algonquin International Ltd
620. Smart Wealth Planning Limited
621. Sinclair Wood Asset Management Ltd
622. Henri James Wealth Limited
623. Regency Square SC
624. Lowes Financial Management Limited
625. Mallard Financial Management(Cyprus)Ltd
626. True Potential Wealth Management LLP
627. Sørrogaland Investeringsrådgivning AS
628. Säkra Västkusten KB
629. Edinburgh Wealth Management Ltd
630. Templar EIS Ltd

- 631. VFS Europe SARL
- 632. The Avis & Keith Partnership
- 633. LivInvest City AB
- 634. Barnett Ravenscroft Financial Svcs Ltd
- 635. Sørrogaland Investeringsrådgivning AS
- 636. Vita Solutions SPRL
- 637. Business & Personal Investment Ltd
- 638. Peter Murray Financial Management Ltd
- 639. SG Kleinwort Hambros Bank (Gibraltar)
- 640. VFS Europe SARL (142)
- 641. Kapitalinvest Skandien AB
- 642. Bespoke-Advice Limited
- 643. Sterling Financial Advice
- 644. Cameron Reeves Financial Planning Ltd
- 645. Future Directions Fin Services Ltd
- 646. Succession Wealth Management Ltd
- 647. Hottinger & Co Limited
- 648. VFS Europe SARL (220)
- 649. Homecroft Financial Management Ltd
- 650. Talon Associates Ltd
- 651. Forth Capital (Europe) Limited
- 652. Aktiv Link
- 653. Ian Rankin Ltd
- 654. Sydney Charles Financial Services Ltd
- 655. Sense Network Ltd
- 656. Knight James Associates Limited

- 657. Sørrogaland Investeringsrådgivning AS
- 658. Hylland Invest A/S
- 659. Moore Stephens Fin Serv (NI) Ltd
- 660. Armstrong Watson Financial Planning Ltd
- 661. Standard Provident Intntl - David Vance
- 662. Belgravia Intervest Group Ltd
- 663. TSG Insurance Services S.a.r.l.(EB ONLY
- 664. Nexus IFA Ltd
- 665. Future Start Ind Fin Planning Ltd
- 666. VFS Europe SARL (193)
- 667. Christiania
- 668. JDL Wealth Management Limited
- 669. LighthouseWealth Limited
- 670. Park Lane Independent Financial Adv LTD
- 671. BSQFA Limited t/a Friendly Wealth Mgmt
- 672. DeVere Germany GMBH
- 673. Westerby Investment Management Ltd
- 674. Bluesky Financial Planners Limited
- 675. Hanbury Wealth Management Limited
- 676. Global QROPS Limited
- 677. Mayflower Consultancy Services Ltd
- 678. Chase de Vere Independent Fin Adv Ltd
- 679. Dukes Independent Financial Adv Ltd
- 680. Origen Financial Services Limited
- 681. European Insurance Brokers Ltd
- 682. 3cta AS - Bergen

- 683. Professional Independent Advisers Ltd
- 684. Brewin Dolphin Limited
- 685. Saltire Consultancy Services ebvba
- 686. Sebastian & St James IFA Ltd
- 687. Moss & Roberts
- 688. Wealthwise Financial Solutions Ltd
- 689. Sequoia Circle LLP
- 690. Crowe Clark Whitehill Fin Planning Ltd
- 691. WATTSIIS Limited
- 692. Close Asset Management Limited
- 693. Personal Wealth Man (South Wales) Ltd
- 694. Devere Cyprus Insurance Advisers Ltd
- 695. Christchurch Investment Management Ltd
- 696. The David Hewitt Partnership Limited
- 697. Investa Wealth Management Ltd
- 698. Pharon Ind Fin Advisers Ltd
- 699. Stellar Capital AB
- 700. L J Financial Planning Ltd
- 701. AVC Advisory Kindlustusmaakler
- 702. Eastwood Financial Services
- 703. Radcliffe & Co (Life & Pensions) Ltd
- 704. VFS Europe SARL (132)
- 705. Paul Beard Ind Fin Adv Ltd
- 706. Cestrian Financial Planning Svcs Ltd
- 707. Abacus Portfolio Management Limited
- 708. Cathedral Financial Management Ltd

- 709. DDI Mag. Christian Czurda
- 710. Fairway Financial Consultancy
- 711. Akorn Financial Advice Limited
- 712. AES Financial Services Ltd
- 713. Capitalis
- 714. Sørrogaland Investeringsrådgivning AS
- 715. Sørrogaland Investeringsrådgivning AS
- 716. Fundworks Ltd
- 717. Davidsons Ind Financial Advisers Ltd
- 718. Christopher Lee t/a Luso Fin Planning
- 719. Christian Douglass Group Ltd
- 720. Timothy James & Partners Ltd
- 721. Sørrogaland Investeringsrådgivning AS
- 722. Lifepartners Ins. Agents & Advisors Ltd
- 723. Lathe & Co Wealth Advisers Ltd
- 724. Peter R T Holden & Partners LLP
- 725. Eurolinx (Gibraltar) Limited
- 726. Trafalgar International GMBH
- 727. Engelbrekts & Partners AB
- 728. Bird Stewart Financial Services Limited
- 729. Rhoss Dancey T/A RDI Wealth Management
- 730. VFS Europe SARL (120)
- 731. Strategies Corp. & Pers.Cons. (A Berry)
- 732. Central Insurance Services / A T Bird
- 733. Oryx FS Ltd
- 734. WH Ireland Limited

- 735. Öhlén & Fält Spar och Försäkring AB
- 736. Navexa Securities AB
- 737. Best Practice IFA Group Limited
- 738. Sable Private Wealth Management Ltd
- 739. Thomas Westcott Fin Management Ltd
- 740. Fiduciary Wealth Management Ltd
- 741. Highwood Financial Services
- 742. Professional Financial Centre (TV)Ltd
- 743. Clear Fin Solutions (Midlands) Ltd
- 744. InterAlliance Worldnet Ins Adv Ltd
- 745. De Vise Kapital AB
- 746. Aim Independent Ltd
- 747. Tourbillon Limited
- 748. Bowmore Financial Planning Ltd
- 749. Nancherro Limited
- 750. Paul Dodd Asset Management Limited
- 751. Bentley Independent Fin Advisers Ltd
- 752. AL-PT Insurance Agents + Advisors Ltd
- 753. Confidential Financial Planning Ltd
- 754. David Williams IFA Ltd
- 755. Policy Services Limited
- 756. Sanlam Wealth Planning (UK) Ltd
- 757. David Booter & Co
- 758. Sørrogaland Investeringsrådgivning AS
- 759. Sørrogaland Investeringsrådgivning AS
- 760. Blacktower Ins Agents & Advisors Ltd

- 761. Gatsby And White S.A.
- 762. Chancery Financial Planning LLP
- 763. Goal Portfolios Ins Adv, Agnts & Subs
- 764. Murdoch Asset Management Ltd
- 765. Messer & Matthews Ltd
- 766. Barclays Bank UK PLC
- 767. Brunel & Lewis Ins Adv Ag & Sub Ag Ltd
- 768. Cogent Financial Services
- 769. Bandling Invest AB
- 770. Polygon Financial Ltd
- 771. Attivo Financial Services Limited
- 772. Eisfelds Consulting AB
- 773. Hunter Hammond Daniel Assoc Ltd
- 774. VFS Europe SARL (162)
- 775. Scrutton Bland Financial Services Ltd
- 776. Blacktower Financial Management
- 777. Sound Financial Management Ltd
- 778. VFS Europe SARL (175)
- 779. Confidentor KB
- 780. VFS Europe SARL (140)
- 781. Axis Strategy Consultants Ltd
- 782. Fulcrum Private Clients
- 783. Oakfield Financial Services Limited
- 784. Krentz & Griffin S.A.R.L
- 785. Pennines IFA Limited
- 786. Novitas Wealth Management Ltd

787. Dewhurst Torevell & Co Ltd
788. Sweetland Associates Limited
789. LGT Wealth Management UK LLP
790. Yachting Financial Solutions (Ireland)
791. Skandia City AB
792. Promethean Fin Consultants Limited
793. FSJC Limited
794. Augustine Ltd
795. Finance 21 Ltd
796. The Financial Planning Centre Limited
797. Tourbillon Limited - OFS
798. Oakland Financial Management Ltd
799. Efficient Frontiers S.L
800. Sterling Trust Professional Limited
801. Pension & Financial Consultants Ltd
802. Sovereign Asset Management Limited
803. Gale & Phillipson Advisory Services Ltd
804. Chiene & Tait Financial Plan Ltd
805. VFS Europe SARL (137)
806. deVere and Partners (Switzerland)
807. Astute Financial & Mortgage Adv Ltd
808. Anthony & Cie Consultants Ltd
809. Penguin Wealth Planners Limited
810. International Associates Group B.V.
811. 3D Global Ins Adv Agents & Sub-Agts Ltd
812. Belvest Investment Services Ltd

813. Max Matthiessen AB
814. Försäkringsakademien i Stockholm AB
815. Baker Tilly Financial Management Ltd
816. Daintree Wealth Management Limited
817. Capital & Income Solutions Ltd
818. Hall Financial Planning LLP
819. Cambrian Associates Limited
820. The Carruth Financial Group Limited
821. Concentric Financial Services Limited
822. Skånsk Försäkrings Service AB
823. Dummy Advisor / Fund Advisor Processing
824. Jardine Finan Ltd
825. Kim Götrich Försäkringskonsult AB
826. Test Broker
827. Investment Quorum Ltd
828. Chartered Financial Solutions Limited
829. Tavistock Financial Limited
830. RBS Associates
831. VFS Europe SARL (188)
832. Medvet International Financial Services
833. Osprey Wealth Management Limited
834. Roberts Clark IFS Ltd
835. Quesada Kapitalförvaltning AB
836. Xpat Limited
837. VFS Europe SARL (201)
838. Robson Taylor IFA Ltd

- 839. Validpath Limited
- 840. Lars Hedman Fond & Försäkring AB
- 841. Offshore Corporate Marketing
- 842. Elliot Lloyd International Limited
- 843. Omega Financial Planning Ltd
- 844. Terence Philip Curran
- 845. Sørrogaland Investeringsrådgivning AS
- 846. Tourbillon Limited - Scottsdale Intl
- 847. IronMarket Ltd
- 848. Watson French Ltd
- 849. Prosperity Wealth Limited
- 850. VFS Europe SARL (197)
- 851. PrisWM Ltd
- 852. The Fry Group (Belgium)
- 853. Ludlow Wealth Management Group Ltd
- 854. LivInvest City AB
- 855. DeVere and Partners
- 856. JH Family Office Limited
- 857. Försäkringsinvest i Stockholm AB
- 858. Sørrogaland Investeringsrådgivning AS
- 859. FML Wealth Limited
- 860. Artisan Financial Limited
- 861. Abacus Wealth Management Limited
- 862. JA Financial Services Ltd
- 863. Centrl Kantoor v Verzekeringen en Lenin
- 864. VFS Europe SARL (202)

865. Sage Financial Services Ltd
866. Red IFA (Nottingham) Limited
867. Work Life Wealth Limited
868. Saunderson House Ltd
869. Absolute Sense IFA Ltd
870. Sørrogaland Investeringsrådgivning AS
871. Find Peace of Mind Ltd
872. Birchwood Investment Management Ltd
873. Create Wealth Management Ltd
874. Abacus Money Management Ltd
875. Outhwaite & Chavda Limited
876. M and D Financial Management Ltd
877. Castle Fin Svs (South East) Ltd
878. Birchwood IFA's Ltd
879. Laver Financial Ltd
880. Schmidt & Johnsson AB
881. Öhlén & Fält Spar och Försäkring AB
882. Live Smart Financial Planning Ltd
883. Argentis Financial Planning Ltd
884. Furley Page LLP
885. Langtons T/A Morris Trice Associates
886. VFS Europe SARL (188)
887. Lazenbys Financial Services Ltd
888. PW Financial Management Limited
889. Kapitaloptimering i Norden AB 9DW-40
890. EWMT Insurance Advisers & Agents Ltd

891. I.W.G. International Wealth Group Ltd
892. Perspective (East Anglia) Ltd
893. The Safe Insurance Agency Ltd
894. Försäkringsinvest i Stockholm AB
895. MKC Wealth Ltd
896. Wigmore Associates Wealth Mgt Ltd
897. Sørrogaland Investeringsrådgivning AS
898. Sørrogaland Investeringsrådgivning AS
899. D&C Advisory Limited
900. Candid Financial Advice Limited
901. CG Wealth Planning Limited
902. Amalia Wealth
903. Pure Wealth Management Limited
904. KMG Independent Limited
905. Saltire Consultancy Services ebvba
906. Castlegate Investments LLP
907. Pentagon Financial Management Ltd
908. Blacktower Financial Management Ltd
909. HSBC UK Bank PLC
910. Navigate Wealth Limited
911. Beaumont Financial Planners Ltd
912. Quesada Kapitalförvaltning AB
913. Sterling & Law Group PLC
914. TenetConnect Limited
915. Mandate Kapitalförvaltning AB
916. Washington Square Ltd

- 917. Openwork Market Solutions Ltd
- 918. Fidelius Ltd
- 919. 20Twenty Independent Limited
- 920. AXG Asset Management Ltd
- 921. Courtney Havers LLP
- 922. hhdjhdu
- 923. Ward Goodman Financial Services
- 924. J & E Davy t/a Davy
- 925. Sørrogaland Investeringsrådgivning AS
- 926. Insurance Brokers Solution Europe
- 927. HSBC Trust Co (UK) Ltd
- 928. Peritus Corporate Finance Limited
- 929. Clear Financial Advice Ltd
- 930. Credit Suisse Insurance Broker AG
- 931. AFS Wealth Management & Insurance
- 932. Telford Mann Limited
- 933. De Rendements Combinatie BV
- 934. Onelife Planning LLP
- 935. Spend Time Ltd
- 936. Christianssand Finans AS
- 937. Lifetime Solutions Fin Planning Ltd
- 938. Myers Davison Ginger Ltd
- 939. Continental Advisory Group NV
- 940. Beacon IFA Limited
- 941. Storrar Crane Ltd
- 942. Peregrine & Black Inv Management Ltd

943. Cartlidge Morland
944. Säkra Västkusten KB
945. Greaves, West & Ayre
946. McLaren Capital Limited
947. IKC Pension AB
948. Evolution FS Limited
949. Sigillet Fond&Försäkring i Stockholm AB
950. Valiro Servicios Empresariales S.L
951. Complete Financial Planning Ltd
952. Mattioli Woods PLC
953. Steene Investments Ltd
954. Bryant O'Neill Wealth Management Ltd
955. Scotia Wealth Management Ltd
956. HSBC Bank PLC, Jersey Branch
957. IFAI Limited
958. VFS Europe SARL (203)
959. Navexa Securities AB
960. McHardy Financial Limited
961. HFM Columbus Partners LLP
962. Hugh James Solicitors
963. Medical + Dental Fin Plan Svcs Ltd
964. AGFP Insurance Agents & Consultants Ltd
965. Eisfelds Consulting AB
966. MPA Financial Management Ltd
967. Holder and Combes Limited
968. Windsor Wealth Management Limited

- 969. Forth Capital Advisers Limited
- 970. Baker Davies Ltd
- 971. Retirement Planning (UK) Ltd
- 972. DW 2020 Limited
- 973. Michael Davey Fin Mngt Ltd
- 974. Shorts Financial Services LLP
- 975. Sørrogaland Investeringsrådgivning AS
- 976. Pension Freedom
- 977. Devere & Partners (Belgium) Ltd BVBA
- 978. Placerum Kapitalförvaltning AB
- 979. Soderberg & Partners Insurance Co
- 980. TenetConnect Limited
- 981. Avon House
- 982. Servatus Limited
- 983. Strabens Hall Ltd
- 984. Davis & Bradbury
- 985. Deven Yagnic Limited
- 986. Strategic Wealth Limited
- 987. Charles Stanley & Co Limited
- 988. Just Financial Group Ltd
- 989. Cleveden Park Wealth Ltd
- 990. Rapprocher Ltd
- 991. UBS AG
- 992. Saso Strategic Advisers Limited
- 993. Pembroke Finance Limited
- 994. Penney, Ruddy & Winter Ltd

995. Aktiv Link
996. IBC S.R.L
997. 75 Point 3 Ltd
998. Wardour Partners Asset Management LLP
999. Great British Finance Limited
1000. Punter Southall Wealth Limited
1001. Blowfish Financial Services Ltd
1002. Astra Financial Services S.R.O
1003. Storrs Wealth Planning Ltd
1004. Sterling Finance SARL
1005. Advies Associates-Bryan Taylor Walker
1006. Norrtälje Försäkringsbyrå
1007. Kuylenstierna & Skog S.A.
1008. Money Matters (North East) Limited
1009. Uniq Family Wealth Ltd
1010. Gem & Co Financial Services Ltd
1011. Concept to Reality
1012. Fleming Family & Ptnrs Wealth Plan Ltd
1013. Investacc Ltd
1014. RPG Financial Ltd
1015. iPensions Wealth Limited
1016. Totus Consulting Ltd
1017. EA Financial Solutions Ltd
1018. IEP Financial Limited
1019. Best 4 Advice Ltd
1020. Blevins Franks Wealth Mgmt Ltd

- 1021. Caliber Financial Management Ltd
- 1022. Watermark Wealth Management Limited
- 1023. Halcyon Wealth UK Ltd
- 1024. The Tavistock Partnership Ltd
- 1025. Sørrogaland Investeringsrådgivning AS
- 1026. Verdant Financial Planning Limited
- 1027. Brooks Macdonald Fin Consulting Ltd
- 1028. Sørrogaland Investeringsrådgivning AS
- 1029. Oaklands Wealth Management Ltd
- 1030. DO NOT USE
- 1031. JFV Financial Services Ltd
- 1032. Axis Strategy Consultants Ltd
- 1033. Argentis Financial Management Ltd
- 1034. Brooks Macdonald Retirement Svcs Ltd
- 1035. Brookfield Financial Planning Ltd
- 1036. VFS Europe SARL (139)
- 1037. N2 Asset Management Limited
- 1038. VFS Europe SARL
- 1039. Tilney Financial Planning Limited
- 1040. Polaris Wealth Management Ltd
- 1041. Bandling & Partners AB
- 1042. Bell Financial Planning Ltd
- 1043. Kingsbridge Wealth Management Ltd
- 1044. Quilter Financial Limited
- 1045. Blevins Franks France
- 1046. De Luca West Financial Planning Ltd

- 1047. Lumiere Wealth Limited
- 1048. Compass Ind Financial Svs Ltd
- 1049. Sakra Tagaborg AB
- 1050. Efficient Portfolio Wealth Mgm
- 1051. Fraser Mackinlay Ins Advs Agents & Subs
- 1052. Temple Bar CFP Limited
- 1053. Marshall Pension & Fin Planning Ltd
- 1054. Johansson & Olander Capital Partner AB
- 1055. George Petch International BVBA
- 1056. Advies Private Clients LLP
- 1057. Hayward Manning Limited
- 1058. Universe Financial Advice Ltd
- 1059. Lairgate Financial Ltd
- 1060. Offshore Money Managers C D S SL
- 1061. Davies Financial Ltd
- 1062. Gilliland Neilson Brown Limited
- 1063. Protect And Invest Ltd
- 1064. EUI Private Wealth Limited
- 1065. Soderberg & Partners Wealth Mgt AB
- 1066. Framtiden Wealth Ltd
- 1067. Elgin Insurance Agents,Sub-Agnts&Adv Lt
- 1068. Claritas Wealth Management Limited
- 1069. Sørrogaland Investeringsrådgivning AS
- 1070. Premier Independent Investments (UK) Lt
- 1071. The Arlo Group UK Ltd
- 1072. Moss and Roberts (Wealth Man) Ltd

1073. TenetConnect Limited
1074. Shipman Financial Planning Ltd
1075. Försäkringsakademien i Stockholm AB
1076. TenetConnet Limited
1077. Tankard Wealth Limited
1078. Belvedere Wealth Management Ltd
1079. Whitehill Financial Management Ltd
1080. Rixon Matthews Appleyard (FS) Ltd
1081. Captive Mutual Vers und Verwalt AG
1082. VFS Europe SARL (190)
1083. Mayfair Intl Private Wealth Mgmt Ltd
1084. National Westminster Bank Plc
1085. Foster Denovo Limited
1086. Reef Financial Limited
1087. Sørrogaland Investeringsrådgivning AS
1088. Grant Thornton UK LLP
1089. Chamberlyns (Leicestershire) Ltd
1090. Extranet Test Agent (Euro)
1091. Algaro Limited
1092. Landmark IFA Limited
1093. Corporate Financial Resources LLP
1094. Cranfield Financial Services Ltd
1095. Heritage Financial Limited
1096. Herbert & Webster Ltd
1097. The Chambers Partnership Limited
1098. Acumen Financial Planning

- 1099. McLaren Wealth Management UK Limited
- 1100. Centurion Wealth Management Ltd
- 1101. Pierre Lavelle
- 1102. Peak Assured Ltd
- 1103. Harding Financial Limited
- 1104. Alexander Douglas Limited
- 1105. Rosemount Fin Solutions (IFA) Ltd
- 1106. Financial Advice & Services Ltd
- 1107. Thornton & Baines Ind Fin Advisers Ltd
- 1108. Sørrogaland Investeringsrådgivning AS
- 1109. Sørrogaland Investeringsrådgivning AS
- 1110. Carter Dawes IFA Solutions Limited
- 1111. Henderson Loggie Finl Planning Ltd
- 1112. Weston Cummins Ltd
- 1113. The Whitechurch Network Limited
- 1114. Tindle Wealth Management Limited
- 1115. Herts & Essex Financial Services Ltd
- 1116. Callaway Sykes Associates Ltd
- 1117. Montage Portfolio Management Ltd
- 1118. D C Financial Ltd
- 1119. Christianssand Finans AS
- 1120. Placerum Kapitalförvaltning A
- 1121. Beckett Financial Services Limited
- 1122. Tucana Financial Planning LLP
- 1123. Devere & Partners (Belgium)
- 1124. Lifetime Wealth Planning Ltd

- 1125. WPS Financial Group Ltd
- 1126. Spofforths Financial Planning Ltd
- 1127. Paradigm Norton Financial Planning Ltd
- 1128. Genesis Wealth Limited
- 1129. Houtwijck Financial Planning
- 1130. HSBC Bank Malta Plc
- 1131. Pembridge International Ins Adv Ltd
- 1132. The Investment Coach Limited
- 1133. Hylland Invest A/S
- 1134. Sørrogaland Investeringsrådgivning AS
- 1135. Coeli AB
- 1136. Classic Financial Solutions NV
- 1137. Supreme Wealth Management
- 1138. Whyte Sharp Independent LLP
- 1139. Cerberus AB
- 1140. True CFP Ltd t/a True Chartered Fin Pln
- 1141. Gould Financial Planning Limited
- 1142. Adroit Financial Planning Ltd
- 1143. Skybound Insurance Brokers Ltd
- 1144. Foxgrove Associates Limited
- 1145. Premier Plus Ltd
- 1146. Philipsson & Partner AB
- 1147. Money Minder Financial Svcs (UK) Ltd
- 1148. Barral Sheppard Wealth Ltd
- 1149. First Financial Consulting
- 1150. Hopwood Ash Limited

- 1151. Stewart Wealth Management Ltd
- 1152. Sørrogaland Investeringsrådgivning AS
- 1153. Bunker Riley Ltd
- 1154. Sørrogaland Investeringsrådgivning AS
- 1155. Burlington Associates Ltd
- 1156. Sørrogaland Investeringsrådgivning AS
- 1157. Försäkringsinvest i Stockholm AB
- 1158. OneLife Wealth Advice Ltd
- 1159. Försäkringsakademien i Stockholm AB
- 1160. Helm Godfrey Partners Ltd
- 1161. Asset Iberica Underwriting S.L.
- 1162. Network Direct Limited
- 1163. Compass Wealth Management Ltd
- 1164. VFS Europe SARL (150)
- 1165. Öhlén & Fält Spar och Försäkring AB
- 1166. Specialist Solutions Plc
- 1167. Cheshire Trafford (UK) Ltd
- 1168. Assured Pensions & Investments Ltd
- 1169. Informed Wealth Management Ltd
- 1170. SørRogaland Investeringsrådgivning
- 1171. Insurex Invest CVBA
- 1172. Edison Wealth Management Ltd
- 1173. Black Swan Capital BV
- 1174. VFS Europe (197)
- 1175. Simon Jeremy Bailey T/A Chequer Fin Svs
- 1176. Sigillet Fond&Försäkring i Stockholm AB

- 1177. Schroder & Co Limited
- 1178. Sørrogaland Investeringsrådgivning AS
- 1179. ILM Financial Limited
- 1180. Centrum Pension Forsakring Stockholm AB
- 1181. Improve Fond & Försäkringsförmedling AB
- 1182. QI Financial Solutions Ltd
- 1183. Nexus Financial Services Pte Limited
- 1184. Safe Assurance Sweden AB
- 1185. PSA Financial Services Ltd
- 1186. Chapter Wealth Management Ltd
- 1187. R.P.A Försäkringsmäklari R.Petterson AB
- 1188. Riverpark Investments & Fin Cons Ltd
- 1189. Fields Macdonald Wealth Management Ltd
- 1190. Kingswood Law IFA Ltd
- 1191. Paragon Financial Partners LLP
- 1192. Ethical Financial Planning Ltd
- 1193. IQ Assurance AB
- 1194. Ace Life & Pension Consultants Ltd
- 1195. Meriden Financial Planning Limited
- 1196. PFC Cumbria Ltd
- 1197. Classic Financial Solutions - EB Only
- 1198. Consilium Financial Planning Ltd
- 1199. Opes Financial Planning Ltd
- 1200. Caple Banks
- 1201. Sterling Financial Advisers Ltd
- 1202. Towers Whitehead Wealth Management Ltd

- 1203. Paul Brown T/A Worldwide Broker
- 1204. Placerum Kapitalförvaltning AB
- 1205. Ethical Investments (SW) Ltd
- 1206. Mercury Wealth Management Limited
- 1207. Harold Stephens Ltd
- 1208. PMN Financial Management LLP
- 1209.
- 1210. Investec Wealth & Investment Ltd
- 1211. Blithe House Financial Management Ltd
- 1212. Sørrogaland Investeringsrådgivning AS
- 1213. JMF Advisory Ltd
- 1214. Capital Growth Solutions Ltd
- 1215. Forest Financial Planning Limited
- 1216. Lycetts Financial Services Ltd
- 1217. Coppergate Financial Group AB
- 1218. Axxis Financial Planning Ltd
- 1219. Advantage Wealth Management Ltd
- 1220. BNP Paribas (Suisse) SA
- 1221. Greystone Financial Services Ltd
- 1222. Harpsden Wealth Management Ltd
- 1223. JWA Financial Planning Ltd
- 1224. 415 LLP
- 1225. Personal Investment Consultant
- 1226. Clickery Financial Ltd
- 1227. Philippa Clayburn Financial Solutions
- 1228. Sørrogaland Investeringsrådgivning AS

- 1229. Sørrogaland Investeringsrådgivning AS
- 1230. Burenstam & Partners AB
- 1231. Jonas Financial Consultants Limited
- 1232. Global Advice Group Ltd
- 1233. EQ Investors Limited
- 1234. Paul Young IFA
- 1235. TFG (Eastern) Ltd
- 1236. Philip T. English Int Fin Svs Ltd
- 1237. Hansford Bell Financial Planning Ltd
- 1238. Imperius Wealth Limited
- 1239. NFS Ins Advs, Agnts & Sub-Agnts Ltd
- 1240. AWM Europe BVBA
- 1241. Direct Finansiella tjänster och Förs AB
- 1242. Tiger Financial + Asset Management Ltd
- 1243. Independent Financial Advisor Ltd
- 1244. Cedar House Financial Services Ltd
- 1245. VFS Europe SARL (141)
- 1246. Hodsons Financial Services Ltd
- 1247. Quilter International Ireland dac
- 1248. Holborn Ins Agts Sub Agts+Cons(Cyprus)
- 1249. BLH Financial Services Limited
- 1250. Afinco N V
- 1251. Finsbury Financial Ltd
- 1252. AFH Independent Financial Services Ltd
- 1253. Financial Therapeutics UK Ltd
- 1254. KMI Consultants

- 1255. Insight Financial Advice Limited
- 1256. Strategic Asset Managers Ltd
- 1257. Granite Coast Ltd
- 1258. Murray Asset Management UK Limited
- 1259. Gill Financial Services Limited
- 1260. Skandia City AB
- 1261. PLS Financial Services Ltd
- 1262. Abana Unipessoal Lda
- 1263. Alpcot & Partners
- 1264. Desire Wealth Management Ltd
- 1265. Säkra Borås KB
- 1266. Navexa Securities AB
- 1267. Theta Enhanced Asset Management Ltd
- 1268. Pensionskontakt AB
- 1269. Triple S Invest
- 1270. Vintage Wealth Management Limited
- 1271. Totus Capital Ltd
- 1272. Financial Strategies (North) Ltd
- 1273. Capital Professional Limited
- 1274. Equanimity Ind Fin Advisers Limited
- 1275. LivInvest City AB
- 1276. The Pension & Investment Shop
- 1277. Sandringham Financial Partners Ltd
- 1278. Think Money Management Limited
- 1279. Försäkringsinvest i Stockholm AB
- 1280. New World Financial Group Ltd

1281. Smith and Wardle Fin Consultants LLP
1282. Inter-UK Financial Services Ltd
1283. Star Capital Fnce t/a Teachers' Wealth
1284. Benefit Planners International SPRL
1285. FAVAL Försäkringskonsult i Umeå AB
1286. Fairstone Financial Management Ltd
1287. Churchill Investments Plc
1288. Hollingsworth Int. Fin Services
1289. Sørrogaland Investeringsrådgivning AS
1290. The Alliance Partnership s.r.o
1291. Griffin Wealth Management Limited
1292. Sigillet Fond&Försäkring i Stockholm AB
1293. Slaiyburn Financial Planning Ltd
1294. JM Finn & Co Ltd
1295. Mark Dean Wealth Management LLP
1296. Zakenkantoor Druyts
1297. Placerum Kapitalförvaltning AB
1298. Blackstone Moregate Ltd
1299. Meyado Wealth Management London Ltd
1300. Bond Wealth Limited
1301. Wilfred T.Fry(Personal Fin.Planning)Ltd
1302. Forth Capital (Genève) Sàrl
1303. The Fry Group (Belgium)
1304. Bestinvest (Consultants) Ltd
1305. MT Polo Ltd
1306. Castiel Winser Financial Consultants Lt

- 1307. HCL Bank House Financial Service Ltd
- 1308. Fintec Global Consultants BVBA
- 1309. Executive Benefit Services (UK) Ltd
- 1310. Quilter Wealth Limited
- 1311. Pennymatters Limited
- 1312. Johnston Carmichael Wealth Ltd
- 1313. Clairville York Ltd
- 1314. Platboom Ltd

THE HIGH COURT

2022 Record No. COS

**IN THE MATTER OF QUILTER INTERNATIONAL
IRELAND DESIGNATED ACTIVITY COMPANY
AND IN THE MATTER OF UTMOST PANEUROPE
DESIGNATED ACTIVITY COMPANY
AND IN THE MATTER OF THE ASSURANCE
COMPANIES ACT 1909
AND IN THE MATTER OF THE INSURANCE ACT
1989
AND IN THE MATTER OF THE EUROPEAN
UNION (INSURANCE AND REINSURANCE)
REGULATIONS 2015**

SCHEME

Dated 20 June 2022

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