

Designation \_\_\_\_\_ Nr \_\_\_\_\_

## INVESTMENT ADVISORY MANDATE ON NON-DEPOSITED ASSETS

### THE CLIENT

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Name(s) .....

Surname(s) / Middle name .....

Date of birth .....

Nationality/-ies\* .....

*\*(please mention all nationalities)*

Legal domicile / residence .....

### If the Client is a legal entity:

Corporate name .....

Date of incorporation .....

Jurisdiction of incorporation .....

Registered office .....

Entity represented by .....

(name / function) .....

### THE CUSTODIAN AND THE ACCOUNT

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Designation of the Account .....

Number of the Account .....

Name of the custodian\* .....

Address of the custodian\* .....

The bank indicated above is hereinafter referred to as the "**Custodian**" and the Account as the "**Account**".

The Client informs the Custodian about this Mandate and signs the Custodian's documents allowing Cité Gestion SA (hereinafter "**Cité Gestion**") to access the Account (including by reflecting in its computer systems all the data of the Account obtained from the Custodian) and to levy any amount due to the Company further to this Mandate and/or any fees, commissions or other amounts due as agreed between the parties or as per the applicable fees tables of Cité Gestion.

The Client provides Cité Gestion with the information required for it to fulfil its contractual, legal or regulatory obligations.

**The Client hereby undertakes to inform Cité Gestion, voluntarily and within thirty days, of any and all changes pertaining to the details contained in this Form, particularly changes in domicile, tax domicile or nationality.**

## IDENTIFICATION OF THE BENEFICIAL OWNER(S)

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The contracting partner(s) hereby declare(s) that the beneficial owner(s) of the assets deposited under the abovementioned relationship are as follows.

- The Client is the sole beneficial owner.**
- The beneficial owner(s) are not identical with the Client: complete the appropriate form.**

It is a criminal offence to deliberately / knowingly provide false information on this form (Document Forgery, for which Art. 251 Swiss Criminal Code provides imprisonment for up to 5 years or a fine).

## CORRESPONDENCE & COMMUNICATION

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Please tick the appropriate box(es) below (by default, correspondence shall be sent to the Client's address of legal domicile according to data on page 1 above):

- Paper correspondence shall be sent to the following mailing address:

- Main address of the Client (see page 1)**
- A third party address or a specific mailing address as follows:**

Name(s) .....

Surname(s) / Middle name .....

Correspondence address .....

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- Correspondence is held by Cité Gestion at the Client's disposal (retained mail).

### Communication by telephone, fax or other electronic media

The Client wishes to communicate with Cité Gestion using the following means of communication and accepts that Cité Gestion in turn uses the same means to contact him/her :

- phone / fax                      Number .....
- e-mail (non-encrypted)      Address .....

or any other means of electronic communication (WhatsApp, etc.) or new phone numbers / email address as per the Client's contact details given to his/her relationship manager at any point in time.

The Client who wishes to use electronic means of communication **assumes the risks and consequences that may result from this**. In particular, neither the identity of the Client and of Cité Gestion, nor the content of the exchanges can be kept secret; the flow of data, whether coded or not, may allow third parties to infer the existence of a business relationship between the Client and Cité Gestion. The use of electronic means of communication by the Client implies that Cité Gestion is authorized to respond to him by these same means. Cité Gestion reserves the right to verify or have confirmed any unsecured electronic

communication as well as the identity of its interlocutor by other means. **Cité Gestion shall not be held liable if it refuses to execute an order if the identity was not sufficiently established.**

COMMUNICATION VIA SECURED ELECTRONICAL ACCESS SUCH AS « MyCGE »

BE AWARE: This service may not be available for certain Custodians <sup>(1)</sup>. The Client accesses to the MyCGE account either through a dedicated website (hereinafter the "**Site**") or through a mobile application (hereinafter the "**App**"). For the access to the App, the End User Licence Agreement (hereinafter "EULA" – please refer to [www.cite-gestion.com/en/useful-links](http://www.cite-gestion.com/en/useful-links) - EULA) must be confirmed by the Client. MyCGE includes access to the account and consultation of the correspondence.

**Caution:** The data reflected in MyCGE depends on the quality of the data transmitted by the Custodian and the frequency of transmission. In the event of any discrepancies with the exact composition of the Account, only the Custodian's statement shall be deemed authentic. Cité Gestion assumes **no responsibility** for the data transmitted by the Custodian or for any damage suffered by the Client as a result of errors or delays in data transmission or reporting.

Any document transmitted electronically shall be deemed to be an original document having the same legal effect as if sent by normal mail. Documents sent electronically shall be deemed to have been delivered to the Client once they are placed in the Client's online mailbox. Any documents sent shall generally be stored in the online mailbox for a period of two years. At the end of any such two-year period, any documents that have not been read by the Client may be reissued upon request within the legal time limit, subject to applicable charges.

The Client shall receive personal identification means that ensures a secured access to electronic services, such as a personal identification number ("**PIN**") with an identification card or any other identification mean that Cité Gestion shall think appropriate according to the technology in use. The Client must then change the PIN immediately upon receipt. Once such codes have been changed, they will not be known to Cité Gestion.

The Client undertakes to keep the PIN and any other identification means private and strictly confidential and to take appropriate steps to ensure that they are not disclosed to unauthorized persons. **Cité Gestion shall be entitled to consider any person who completes the authentication procedure by means of the said identification means and thus gains access to e-communication services, to be the Client.** Cité Gestion shall not be liable for any loss or damage that may be suffered due to the disclosure or the transmission of the said identification means to third parties or to the theft or misuse thereof by third parties. **The Client shall immediately inform Cité Gestion in the event of the loss, disclosure or theft of their codes, identification means or authentication device such as electronic ID card, etc.**

## OUTSOURCING

Cité Gestion uses technology and services of the group Lombard Odier and its affiliate / related entities (hereinafter the "**Lombard Odier Group**"); in particular, the Site and the App are made available to Cité Gestion by the Lombard Odier Group. Cité Gestion takes all necessary measures to ensure confidentiality of the data that are processed through the Site/the App. The Client acknowledges and agrees that **data sent through the Site are processed by the Lombard Odier Group, as service provider to Cité Gestion.**

## RIKS ASSOCIATED WITH INTERNET USE / RESTRICTION OF CITÉ GESTION'S LIABILITY

The services above are provided via Internet, that is a public network over which Cité Gestion has no control. Connecting to the Internet involves the risk of inadvertently downloading viruses and cookies, or

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<sup>1</sup> The list of custodians is available from your Relationship Manager.

enabling third parties to surreptitiously access the Client's computer and the data contained therein. As a result of such access, third parties may also infer the existence of a banking relationship with Cité Gestion. The exchanged data via Internet may transit outside of Switzerland, even if the Client and Cité Gestion are based in Switzerland. **In such event, local laws and regulations may apply, and it may be possible for local authorities to access the IT systems of the Client and the data contained therein.** Some services may not be available (temporarily or definitively) depending on the residence or domicile of the Client. If it is the case, Cité Gestion shall not be liable.

**Cité Gestion shall not accept any liability for any loss or damage** that may be suffered by the Client due to transmission errors or delays, network failures or overloads, malfunctions (including bugs and viruses), Internet access being blocked by malicious or fraudulent acts of a third party, failings on the part of Internet service providers, software defects, or IT system defects

## **SERVICES PROVIDED BY CITÉ GESTION**

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In accordance with this Mandate, Cité Gestion undertakes to provide, on its initiative or on the one of the Client and at the agreed frequency, the following services:

- (i) recommendations relating to various asset types (in particular, equities, bonds, mutual funds, structured products, derivatives, alternative investments, foreign exchange, commodities, etc.) or to specific investments covered by Cité Gestion or by the Lombard Odier group and related to the Client's investment objectives; and
- (ii) information about market trends and Cité Gestion's investment strategy, in relation to the Client's investment objectives.

Additionally, the Client acknowledges and agrees that Cité Gestion may inform other clients (including clients of its subsidiaries) of identical or similar investment opportunities, and that Cité Gestion may also monitor these investment opportunities itself, in particular with respect to management mandates granted by third parties.

## **TAX**

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The Mandate does not include any tax considerations specific to the Client's situation. The Client must consult his own tax advisers and inform Cité Gestion of any resultant restrictions that could apply to the management of the Account at any given time.

## **CLIENT INTERVENTION IN THE MANDATE**

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Any investment restrictions or amendments must be notified to Cité Gestion to be taken into account. General or specific instructions issued by the Client shall be executed by Cité Gestion if they are sufficiently clear to be applied. Cité Gestion shall not verify their appropriateness. The Client accepts sole responsibility for the consequences of transactions executed in accordance with his instructions. The Client must inform Cité Gestion immediately of any discrepancy between transactions executed by Cité Gestion and the instructions issued.

## **PRELIMINARY INFORMATION AND CLIENT'S OBJECTIVES**

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Without the information below, Cité Gestion will not be able to assess the appropriateness or suitability of the advice offered to the Client and cannot assume any responsibility for any lack of appropriateness or suitability.

This one-time warning will not be repeated before each transaction.

## The main objective for the assets on the Account

- To finance lifestyle
- To build retirement assets / preserve the wealth
- To generate an increase in wealth / to assure transmission of wealth
- To finance one or more specific projects

## Financial situation (portion of the Client wealth with Cité Gestion)

- Less than 25 %
- Between 25 and 50 %
- Between 50 and 75 %
- More than 75 %

## Main income and expenses

- The Client has or expects significant regular income.
- The Client faces or anticipates significant charges.

**Representation** (only for **joint accounts and investment structure accounts**): The Client requests to take into account the level of financial knowledge and expertise of the following person, designated as the Client's investment representative

- Co-Account Holder - Name: .....
- Director or authorized representative of the investment entity
- Other: .....

## Investment knowledge with respect to finance and financial instruments:

- No Knowledge
- Some knowledge, basic concepts and notions of risk/return for various asset classes)
- Good level of knowledge of financial investments and technical terms

## Investment expertise in portfolio management services and transactions in financial instruments:

- No experience
- 1-3 years
- More than three years

The Client's knowledge and expertise has been acquired **as follows**:

- Previous mandates (discretionary asset management or advisory mandate)
- Occupation (e.g. working in the financial sector with access to financial knowledge)
- Training in financial sector
- Proven experience in the regular use of financial instruments on a private basis
- Other: .....

Based on the above information, Cité Gestion will establish a risk profile specific to the Client. The Client chooses the investment profile according to the investment strategy table below:

**CONSERVATIVE**

OBJECTIVES Reasonable preservation of capital with a preference for holding bonds.  
**Low** – In principle, little risk and low volatility, but potentially lower returns. Minimising exposure of principal to loss or fluctuation is very important.  
 RISK PROFILE  
 INVESTMENT HORIZON 2 - 3 years

**BALANCED**

OBJECTIVES Emphasis on both long term growth and reasonable stability.  
**Average** – Willing to assume an average amount of market risks and volatility or loss of principal to achieve higher returns.  
 RISK PROFILE  
 INVESTMENT HORIZON 3 - 10 years

**GROWTH**

OBJECTIVES Long term growth with an emphasis on investments in equity markets.  
**High** – Willing to sustain substantial volatility or loss of principal and assume a high level of risk in pursuing higher returns.  
 RISK PROFILE  
 INVESTMENT HORIZON More than 10 years

**ABSOLUTE RETURN**

OBJECTIVES Opportunistic investments in all available asset classes, without reference to a benchmark, and without taking account of any standard investment profile. The investment philosophy seeks to obtain an absolute, non-relative return.  
**Variable** – According to the investment model. Willingness to take risk to seek enhanced returns. Material exposure to market fluctuation.  
 RISK PROFILE  
 INVESTMENT HORIZON ~ 5 years

**SPECIFIC INVESTMENT RESTRICTIONS**

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The Client may specify below any **other specific restrictions** concerning investments or types of investments applicable, restriction in the regions or markets in which we can make investments on your behalf, etc. (Any changes must be documented in writing and attached to this mandate.):

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**Listed securities issued by issuers in the European Union and the United Kingdom: Unless otherwise agreed with Cité Gestion the Client agrees to hold such securities in the portfolio and accepts that the Custodian will transmit to the issuer** on request the Client's name and social identification number, the number of shares held and their date of acquisition, in accordance with European regulations.

## QUALIFIED INVESTOR STATUS AND CLIENT CLASSIFICATION

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### QUALIFIED INVESTOR'S STATUS:

Any Client who grants a management or advisory mandate is considered as a qualified investor in accordance with the Swiss Federal Act on Collective Investment Schemes. The qualified investor status allows Cité Gestion, within the limits of the present mandate, to subscribe for collective investments and structured products of any kind, including collective investments reserved for qualified investors. Collective investments and structured products reserved for qualified investors can entail additional risks compared to other investments, in particular reduced transparency obligations, reduced implication of regulatory authorities as well as increased risks in relation to diversification and liquidity.

Additional restrictions can be applied if they have been communicated in writing by the Client. **The Client may at any time waive the status of qualified investor by a written declaration to Cité Gestion.** If the qualified investor status is waived, the Client's assets may no longer be invested in Swiss or foreign collective investment schemes or in any other financial instrument limited exclusively to qualified investors.

### PROFESSIONAL CLIENT'S STATUS:

In accordance with the Swiss Federal Act on Financial Services (FinSA), **the Client is by default classified as private (retail) client.** Consequently, the Client is granted certain rights but **may be subject to restrictions in terms of portfolio management and to increased administrative costs.**

However, the Client may choose to be treated as professional client (as from 01.01.2022), by initialling below and confirming as follows (tick the appropriate box):

The Client holds, directly or indirectly, **net assets of at least CHF 2,000,000 (two million Swiss francs)** or more, or the equivalent amount in another currency. For this purpose, "net assets" means in particular bank deposits, fiduciary deposits, securities, derivatives, precious metals and life insurance policies with a surrender value not exceeding social security claims;

The Client holds, directly or indirectly, net assets of **CHF 500,000 (five hundred thousand Swiss francs)** or more, or the equivalent amount in another currency. For this purpose, "net assets" means in particular bank deposits, fiduciary deposits, securities, derivatives, precious metals and life insurance policies with a surrender value not exceeding social security claims;  
**and the Client (or its representative appointed hereinabove) possesses the necessary knowledge**, allowing a complete understanding of the risks related to transactions on financial instruments aimed at qualified investors due to his qualifications and professional experience, or due to comparable experience in the financial sector. See on page 5.

By being considered as a **professional client**, the Client is aware of the following:

- Cité Gestion shall not, prior to each transaction (purchase or sale of a financial instrument), obtain from the Client confirmation that he has received, read and understood the content of the basic information sheet (or the prospectus of the product) and in particular information on the risks and costs relating to the transaction, the market offer taken into consideration for the selection of financial instruments and possible economic relations with third parties. In any case, the **basic information sheet** is deemed to be delivered to the Client as soon as it is available on the website <https://investors.cite-gestion.com>.

- Cité Gestion does not verify the appropriateness of each transaction individually as it assumes that the Client has the required knowledge and expertise in financial investments and that he can financially assume the investment risks related to the financial services intended for him.
- Cité Gestion will not be required to document individually the Client's needs and the underlying reasons for each transaction.

The Client may at any time request to be treated as a "private (retail) client", by a written declaration to Cité Gestion. Consequently, the Client's portfolio may no longer be invested in certain classes of securities and assets. Cité Gestion may refuse to manage the Client's assets.

## REFERENCE CURRENCY

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The reference currency shall be: ..... (By default: Swiss franc (CHF)).

The reference currency for calculating performance does not exclude investments in other currencies.

## REMUNERATION AND OTHER BENEFITS RECEIVED FROM THIRD PARTIES / GRANTED TO THIRD PARTIES

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Unless specifically agreed otherwise, the General Terms and Conditions (Article 10) and the current tariffs apply. When issuing specific financial products for the needs of one or more Clients (**structured products**), Cité Gestion may receive a structuring fee of **0 to 2%** to cover the costs of selecting, analyzing and monitoring the underlyings and structuring the product.

The remuneration of Cité Gestion is limited to the management fee paid directly by the clients. Cité Gestion **does not receive incentives from third party banks**. Cité Gestion endeavours to procure the services of banks, investment funds and issuers at the best possible conditions on behalf of its clients and may get a remuneration from issuers of structured products or promoters of investment funds and similar financial products as a compensation for its activity of selection, structuration, analysis, monitoring of the said products; such compensation ranges **between 0 and 1.5%** of the invested amount and does **in general not exceed 0.5% of the total assets in the account**.

**The Client accepts that the above amounts are payable to Cité Gestion and expressly waives receipt thereof.**

Similarly, Cité Gestion may pay any fees due to third parties, taken from Cité Gestion's own revenues. To the extent authorized by art. 400 of the Swiss Code of Obligations, Cité Gestion shall notify the Client, upon request, of the amounts received and/or paid.

## CONFLICTS OF INTEREST / DELEGATION

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Cité Gestion may be exposed to risks of conflicts of interest in its choice of management approach and investment instruments. Cité Gestion may thus recommend specific investments such as structured products or investment funds for which itself or an entity of the Lombard Odier Group performs specific tasks (issuance of products, structuring the product, management or other tasks related to the investment vehicle) and for which it is remunerated in addition to the management agreement. However, the choice of investments is carried out by Cité Gestion in accordance with strict procedures and taking into account their suitability compared with respect to the management profile, the investment transparency, the quality of the issuer of the financial products considered, and their cost for the Client. The Client declares having read the provisions of the General Terms and Conditions applicable to the handling of conflicts of interest by Cité Gestion and releases Cité Gestion of any liability.

Additionally, the Client understands and accepts that Cité Gestion may inform other clients (including clients of its subsidiaries) of identical or similar investment opportunities, and that Cité Gestion may also



monitor these investment opportunities itself, in particular with respect to management mandates granted by third parties.

Cité Gestion may **delegate certain services to one or more IT service providers in the financial sector, in Switzerland or abroad**, as far as authorised by Swiss law and on the condition that the professional secrecy is preserved by the entity acting upon delegation, without limiting Cité Gestion's liability towards the Client. **The Client's name and other personal data allowing to identify him/her may be communicated to the entity acting upon delegation if necessary** for the proper execution of Cité Gestion's duties.

Cité Gestion shall reflect in its systems the details of the Account, as communicated by the Custodian, if possible in real time, for its administration and management, and the Client expressly authorises the Custodian to provide to Cité Gestion and / or the delegatee all data (including electronic, swift format, etc.) as Cité Gestion deems necessary to carry out its mandate.

## LIABILITY OF CITÉ GESTION

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**The full responsibility for all decisions regarding the selection of investments and the composition of the Client portfolio shall lie on the Client (or his authorized representative) at the exclusion of Cité Gestion.**

Cité Gestion shall rely on sources it considers to be reliable and on its own assessment of the economic, financial, and monetary environment. Cité Gestion shall exercise the Mandate at its sole discretion and as it deems appropriate fit. It shall conduct all research and take all steps that it may reasonably consider necessary for the proper performance of the Mandate.

The advice given by Cité Gestion shall be limited to the opportunities represented by certain investments with regard to the market conditions prevailing at a given time. The advice is therefore only valid for a very limited period of time. Cité Gestion accepts no liability in this respect should the Client suffer loss or damage if he/she does not receive recommendations in time, in particular if the Client cannot be contacted or if she/he has not seen the recommendations issued, or if the Client has not reacted in a timely manner to the recommendations issued.

Cité Gestion reserves the right to refrain from providing advice regarding investments that it does not cover or no longer covers. Similarly, Cité Gestion shall be under no obligation to respond to requests of the Client if it does not have relevant information in this regard. In such a situation, it shall inform the Client within a reasonable period of time.

The Client is aware that Cité Gestion does not check whether the proposed investments are appropriate to the Client's legal circumstances and/or to the conditions prevailing in his/her country of domicile, including in terms of the tax regime. Cité Gestion's responsibility with respect to the performance of the Mandate is restricted to a duty of best efforts. It makes no representations or warranties of specific performance with respect to recommendations given to the Client or recommendations not given to yet expected by the Client. Cité Gestion is solely liable in the event of gross negligence on its part.

## CLIENT'S DUTIES AND REPRESENTATIONS

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The Client shall communicate any changes in data for the purposes of the execution of this Mandate, in particular any change of his/her assets, personal situation, and objectives that could require an adjustment to the management profile.

The Client undertakes to use the advice provided by Cité Gestion and any information supplied by Cité Gestion, which may include written documents produced by the Bank or by third parties, solely for personal purposes. In particular, the Client undertakes not to forward to third parties any advice or related documents provided by Cité Gestion.

The Client is familiar with and understands the extent of the financial risks that may arise from the performance of the transactions under the Mandate, especially the risk of insolvency, the risk of price fluctuations – which may result in the investments losing their entire value – and the interest rate risk, as well as the currency risk.

The Client confirms that he/she is able to bear all consequences of such risks. The Client confirms having duly received, read, and understood the brochure “**Risks Involved in Trading of Financial Instruments**” published by the Swiss Bankers Association.

## **OTHER PROVISIONS**

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The Client may modify the content of this Mandate, in particular the investment profile and the management profile. Any change to investment restrictions must be duly approved by Cité Gestion.

Each party may terminate this Mandate at any time with immediate effect by written notice. Termination does not interrupt any ongoing transactions. Cité Gestion reserves the right, in order to cover a possible debit, to liquidate any open position, whether it presents a gain or a loss. Termination of the Mandate does not terminate any other contracts that may bind the Client to Cité Gestion.

This Mandate does not terminate upon the Client’s death, legal incapacity, declaration of absence, insolvency, or bankruptcy.

**The General Terms and Conditions of Cité Gestion (attached hereto) and any subsequent amendments shall apply, in particular with respect to Swiss law as governing law, conciliation and the venue in Geneva for all disputes between the parties.**

Date:

Signature(s):

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**Appendix: Brochure “ Risks Involved in Trading of Financial Instruments ”**  
**([www.cite-gestion.com/en/useful-links](http://www.cite-gestion.com/en/useful-links))**

## EXCERPTS OF THE GENERAL TERMS AND CONDITIONS

**Cité Gestion SA** (hereinafter referred to as "**Cité Gestion**") is bank and securities firm, with registered office at Rue de la Cité 15-17, 1204 Geneva, Switzerland. Cité Gestion is authorized and supervised by FINMA (Swiss Financial Market Supervisory Authority - Laupenstrasse 27, 3003 Bern, Switzerland). Cité Gestion is affiliated to the Swiss Banking Ombudsman, acting as a body of information and conciliation between Swiss banks and their clients (Bahnhofplatz 9, P.O. Box, 8021 Zurich, Switzerland), which must, if possible, settle disputes between Cité Gestion and the Client.

Cité Gestion offers various financial services determined contractually with each Client. The offer of services includes in particular services of securities and cash custody, asset management, investment advice, execution and processing of orders in connection with transactions of financial instruments. A Client may benefit from several service offers

### **Art. 1 SCOPE AND PURPOSE**

These General Terms and Conditions regulate all relations between Cité Gestion and its contracting partners (hereinafter "*the Client*") including business relationships established before the entry into force of this version of these General Terms and Conditions. These Terms and Conditions do not affect any specific agreements between the Company and the Client, nor do they change the conditions of execution of each transaction, the regulations and standard practice on the stock exchanges, markets or clearing houses involved or the laws and ordinances of the countries where the transactions are performed.

### **Art. 2 SIGNATURES AND AUTHENTICATION**

Any person duly identified by a signature registered with Cité Gestion, or by any other means agreed with Cité Gestion (in particular electronic means), shall be deemed to be validly entitled to deal with Cité Gestion.

Only the powers of attorney and specimen signatures provided to Cité Gestion by the Client shall be considered to be valid unless and until it is notified in writing that they have been revoked or changed in any way. Cité Gestion shall not be required to give consideration to any entries or items which may be different in the Commercial Register or in Swiss or foreign publications.

The Client shall be held liable for any damages of any kind resulting from falsification or from errors in authentication which may escape notice when normal verification is performed, save in the case of serious misconduct or gross negligence on the part of Cité Gestion.

### **Art. 3 CIVIL DISABILITY / LEGAL INCAPACITY**

The Client is liable for any losses resulting from the Client's or a third party's civil disability, unless the Company was informed in good time and in writing of the relevant civil disability. The Client is always responsible for the consequences of his/her representatives' civil disability.

### **Art. 4 COMMUNICATIONS INVOLVING CITÉ GESTION**

All communication sent to the Client's last communicated address (or to the Client's electronic mailbox) is deemed to have been duly transmitted and received; the same shall apply when the Client has indicated a third party (representative of the Client or other) as recipient of the Client's mail.

Communications transmitted by email shall be considered to have been duly delivered on the date shown on the communication concerned and shall have the same authenticity as those sent by mail.

If the client has opted for his/her **mail to be held** by Cité Gestion, the Client is considered to have received each item and the mail retained is considered to have been delivered as of the date shown on the item in question. Cité Gestion is hereby exempt from any liability resulting from this arrangement. Cité Gestion

reserves the right to destroy any retained mail if the Client fails to collect it **within two years**. Similarly, mail is only available via the MyCGE application for **two years**.

## **Art. 5 DISCHARGE FOR RISKS AND HAZARDS ARISING FROM TRANSMISSION METHODS**

If the postal services, telephones, fax machines, electronic communication services (email, WhatsApp, ...) or any other means of transmission or transport are used, the Client agrees to accept all the risks, hazards or consequences that this may entail. Cité Gestion assumes no liability, particularly regarding whether messages are authentic, contain identification errors, confidential, received (errors in dispatch, delays or loss of message), complete or understandable, unless there is serious misconduct on the Company's part, in particular with regard to (i) instructions not forwarded to Cité Gestion, (ii) delayed instructions to Cité Gestion, (iii) interception of information by third parties concerning the relationship between the Client and Cité Gestion or (iv) usurpation of the Client's identity by third parties with regard to Cité Gestion.

## **Art. 6 COMPLAINTS**

The Client is bound to present in writing any complaint or objection about the execution or non-execution of instructions of any kind, account statements or extracts and any other communication from the Company once he/she has received the document in question or once it has been retained for the Client, and **no later than thirty days** following that date.

If there is no written complaint or objection sent to the Company within this period, the operations performed by the Company, its account statements and other communication will be considered as having been approved by the Client.

Express or tacit agreement with an account statement is extended to all booked operations and any reserves notified by the Company. Cité Gestion reserves the right to have the Client sign a document testifying to the sum of assets in his/her account.

## **Art. 7 EXECUTION AND TREATMENT OF ORDERS**

**7.1. EXECUTION OF ORDERS** – Cité Gestion does not directly execute its Clients' orders and refers to (i) the Lombard Odier Group's policy on the execution of orders concerning accounts deposited with Cité Gestion or an entity of the Lombard Odier group or (ii) the execution policy orders from the respective custodian banks concerning the assets deposited in third-party banks but managed or advised by Cité Gestion.

**7.2. DEFECTIVE EXECUTION OF ORDERS** – In the event of loss due to non-execution or inadequate, incomplete or tardy execution of the Client's instructions (except for stock market orders), Cité Gestion's liability, except for in the case of serious misconduct, is limited to the sum corresponding to the loss suffered directly by the Client in relation to the transaction in question, to the exclusion of any responsibility for any other indirect or additional losses (incl. loss of opportunity).

## **Art. 8 RECORDING TELEPHONE CONVERSATIONS**

To control the authenticity or content of the instructions or other verbal instructions given by the Client or a third party, the Client accepts that the Company may record all telephone conversations between its managing bodies, management or employees and the Client, his/her representatives or other third parties. In the event of litigation, the Company reserves the right to use these recordings as evidence. (...)

## **Art. 9 Conflicts of interest**

**9.1. CONFLICTS OF INTEREST OF CITÉ GESTION** – Cité Gestion shall act at all times in a professional and independent manner, preserving the interests of the Client and shall take all reasonable measures to identify and prevent conflicts of interest that may arise in the provision of services financial and/or ancillary services.

Given the nature of its activities (e.g. investment management and advice, issue of securities, negotiation on its own account and for third parties, creation and promotion of investment funds), Cité Gestion is required to provide services and advice to other clients and partners, whose interests may compete or

conflict with those of the Client. Furthermore, these activities may result in the Company, including its affiliated units and entities, having a vested interest in some transactions. Cité Gestion hereby undertakes, through appropriate organizational measures, to avoid conflicts of interest or to ensure that the Client's interests are equitably managed as and when they arise.

Where the organizational and administrative arrangements are not sufficient to ensure, with reasonable certainty, to avoid or exclude disadvantages for clients that may result from conflicts of interest, Cité Gestion informs its clients, before acting on their behalf, of the general nature and the source of any remaining conflicts of interest, as well as the measures taken to mitigate them, and the risks for the clients. Cité Gestion maintains a list of all types of investments, ancillary services or investment activities in which a conflict of interest is likely to adversely affect the interests of one or more clients.

**9.2. CONFLICTS OF INTEREST OF THE CLIENT** – The Client is required to inform Cité Gestion of the interests and/or any other position held by him/her that could potentially create difficulties in the framework of a contractual relationship with Cité Gestion. The Client undertakes not to negotiate financial instruments if he has confidential information that could affect their price. The Client is required to comply with legal obligations arising from the investments made on his/her behalf (for example, the obligation to report positions or transactions on the financial markets).

#### **Art. 10 Fees, Costs, Remuneration and other benefits received from / Paid to third parties**

**10.1. FEES AND COSTS** – The current version of rates and fees is available at any time upon request. Cité Gestion reserves the right to modify at any time the applicable fees.

Cité Gestion is hereby authorised to debit fees and expenses from the Client's assets in accordance with the applicable fee schedule, in particular (i) account management fees; (ii) transaction and structuring fees on the issue of a complex financial product (e.g.: structured product); (iii) entry fees or similar fees linked to the purchase of units in collective investment schemes; (iv) other taxes and fees, in particular VAT and stamp duty. When issuing specific financial products for the needs of one or more Clients (**structured products**), Cité Gestion may receive a structuring fee of **0 to 2%** to cover the costs of selecting, analyzing and monitoring the underlyings and structuring the product.

Cité Gestion reserves the right to charge its fees and those of its co-managers on a lump-sum basis.

Interest, commissions and standard or agreed charges, as well as taxes, are charged on a periodic basis. Applicable interest rates may vary at any time (notably if the money market situation changes). Cité Gestion's fee schedule may be subject to modification without prior warning to the Client.

The Client undertakes to compensate Cité Gestion for any other costs arising from services rendered by Cité Gestion, including remuneration for services provided by professional advisers, sub-representatives or sub-custodians, the implementation of which could be required for the purposes of any operations or extraordinary measure. (...)

**10.3. OTHER BENEFITS** – Cité Gestion may receive non-monetary benefits from certain third parties, including product suppliers or other financial intermediaries (in particular, marketing material, financial analysis or training). Cité Gestion can also provide such non-monetary benefits to contractual partners.

(...)

#### **Art. 17 PURCHASE AND SALE OF SECURITIES**

(...) When acting as principal, Cité Gestion and the Client are bound by a contract of sale – namely for transactions with currencies, OTC derivatives or when Cité Gestion is the issuer of the structured product subscribed by the Client. The Client acknowledges and accepts that, in such case, Cité Gestion shall not be remunerated in the form of commission but by a margin between the price at which it carries out the

transaction and the price applied to the Client which remunerates Cité Gestion's risk. This margin shall be entirely for the benefit of Cité Gestion.

The characteristics, risks and hazards of some types of operation are described in detail in the "*Risks Involved in Trading Financial Instruments*" brochure issued by the Swiss Bankers Association, which has been issued to the Client and forms part of the Company's contractual documents.

When Cité Gestion makes the basic information sheet or a prospectus available to the Client for a particular financial instrument, it assumes no responsibility for its content when it has been established by a third party (the issuer). If the advised financial instrument is a structured financial product, the basic information sheet relates only to the composed financial instrument.

The information may be made available to the Client in a standardised form on paper or electronically at <https://investors.cite-gestion.com>.

## **Art. 18 LIMITS AND BREACHES OF THRESHOLDS**

Some stock exchanges impose position limits, and the Client undertakes to comply with those limits with respect to his total positions, irrespective of whether the Client trades through one or more banks. Cité Gestion cannot know which positions the Client holds with other custodians. Consequently, the Client undertakes to respect the position limits thus imposed and Cité Gestion declines all responsibility in this matter.

The Client's attention is drawn to the fact that **it is his sole responsibility to announce the crossing of thresholds in accordance with the applicable stock exchange regulations.**

In the event that the **disclosure thresholds stipulated** under the applicable regulations are breached, the Client hereby authorises Cité Gestion, subject to a request by a market or supervisory authority, **to reveal his identity and his position.**

**The Client accepts that Cité Gestion discloses personal data** (such as name, address, date of birth, nationality(ies), LEI, client classification and nature of activities) relating to the Client and/or the Beneficial Owner(s) and/or proxy(ies) holder(s), including the specificities of each transaction and all information related to the Account.

Such disclosure may be made in particular in case of transactions in securities, currencies or financial instruments (including derivatives) that are issued, listed, traded or held in Switzerland or abroad, or of collective investment vehicles if the applicable rules require or permit such data to be transferred. These data may be disclosed to the competent Swiss or foreign authorities, the issuers of the securities, local custodian banks, central banks, brokers, stock exchanges, Swiss or foreign transaction registers, central trade repositories, companies or structures whose shares or units are acquired by the Client, or any other third party designated by the applicable legislation.

**Segregated accounts:** Local regulations may require Cité Gestion to open a segregated account in the given country with a custodian or a local broker for each investor in order for the Client to acquire or sell securities issued by issuers of that particular country. In this case, the Client agrees to submit and sign all the requisite documentation.

(...)

## **Art. 29 DOCUMENTATION**

**29.1. ELECTRONIC DOCUMENTS** – The Client accepts that Cité Gestion may keep its documents electronically and destroy paper documents. The Client accepts the probative value of these electronic documents, including in the context of any dispute.

**29.2. SUBMISSION OF DOCUMENTS** – At the Client's request, Cité Gestion shall provide him with a copy of his file, as well as any other document concerning him or her drawn up by the Bank in the context of the business relationship.

The Client accepts that documents may be submitted in electronic form.

## **Art. 30 END OF BUSINESS RELATIONSHIP & PUBLIC HOLIDAYS**

Cité Gestion and the Client may terminate their relationship at any time, effective immediately, in which case, unless otherwise agreed to in writing, Cité Gestion reserves the right to cancel all credit lines and to declare that all of its claims against the Client have become payable. In principle, termination shall not interrupt current investments.

As an exception to the provisions of Articles 35 and 405 of the Swiss Federal Code of Obligations, and unless otherwise agreed to in writing, the contractual relationship between the Client or his/her/its attorneys and Cité Gestion shall not be terminated by the death, legal incompetence or bankruptcy of the Client.

(...) Public holidays are those of the Geneva Canton. Saturday is the same as an official public holiday.

## **Art. 31 RIGHT TO ALTER THE GENERAL TERMS AND CONDITIONS**

Cité Gestion reserves the right to alter these General Terms and Conditions at any time. These changes are communicated to the Client in writing or by other appropriate means. In the absence of any objection within thirty days, these General Terms and Conditions will be considered as having been approved.

## **Art. 32 APPLICABLE LAW AND PLACE OF JURISDICTION**

All dealings between the Client and Cité Gestion are governed by Swiss law. Subject to the conciliation procedure, the place of performance for all mutual obligations, and the place of jurisdiction for clients domiciled outside Switzerland and for any legal proceedings is Geneva, without prejudice to proceedings at the Swiss Federal Court as prescribed by law for certain cases. However, Cité Gestion reserves the right to institute proceedings in the Client's domicile or before any other competent court, both in Switzerland and abroad, Swiss law shall continue to apply.