

Designation: _____

N°: _____

PORTFOLIO CONSOLIDATION & ANALYSIS AGREEMENT

THE CLIENT

Corporate name
 Date of incorporation
 Jurisdiction of incorporation
 Actual address of registered office
 (street, city, country)

 Entity represented by
 (name and function)

SERVICES PROVIDED BY CITÉ GESTION

The undersigned person(s) appoint(s) Cité Gestion SA (hereinafter "**Cité Gestion**") to provide the following services, which are not considered as "financial services" under the Swiss Financial Services Act (FINSA):

☐ a **consolidated summary** of the assets described below. This service consists of the creation of one or more consolidated accounts allowing a single report, on the computer system used by Cité Gestion, of the Client's account holdings deposited in the books of Cité Gestion (the "**Deposited Assets**") and/or held with other institutions (the "**Undeposited Assets**"). Undeposited assets are shown in "pro forma" or "mirror" accounts which can then be included in a single summary for consolidation purposes.

☐ a **consolidated and detailed summary** of the assets described below, to be provided on a quarterly basis. This service consists of a report as described previously, followed by a performance analysis (IRR, realized performance versus expected, ranking of managers and deal sources), a fee analysis, cash flow projections and monitoring and a review of new investment opportunities. The choice of deposit and management is the sole responsibility of the Client. **This service does not constitute investment advice** and does not relate to specific products or operations, so that Cité Gestion incurs no liability for investments made - or not made - by the Client or its agents following the analyses and conclusions of Cité Gestion.

☐ **other non financial services** - please describe:

REFERENCE CURRENCY

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

The securities income shall be processed in the following currency (by default, the reference currency):

- ☐ Reference currency (see above)
☐ The currency of each relevant security

IDENTIFICATION OF THE ASSETS

Are included in the service of Cité Gestion all the assets mentioned in Appendix 1, which are likely to vary at any time as for their nature and amount. The scope of Cité Gestion services depends on the nature of the assets and the specific requirements of the Client during the mandate.

DATA PROCESSION, OUTSOURCING AND RESPONSIBILITY

The Client acknowledges that the information and documents transmitted to carry out the consolidation are accessible to the employees who may intervene for the proper execution of the service. The Client acknowledges and accepts that all statements, listings, pro forma accounts and other data made available to the Client by Cité Gestion in any manner under this agreement, are only **indicative and for information purposes** (as they depend on data provided by third party banks) and do not represent nor give rise to any rights or obligations between the parties. Within the limits of the law, Cité Gestion shall incur no liability, direct or indirect, for the accuracy of the data contained in the consolidated data transmitted to the Client, due to errors in transcription or content and omissions in the data received from other institutions, or consequences resulting from the lack of updated information. All data collected and compiled by Cité Gestion for the purposes of consolidation may be provided and processed via electronic services, mainly between Cité Gestion and the other institutions concerned in the event of assets not deposited, and between Cité Gestion and the Client (at the Client's choice). The Client understands and accepts the risks of using these means of communication and fully releases Cité Gestion from any liability in the event of loss, alteration, interception by third parties, etc. The Client also accepts that Cité Gestion might use the IT services of Lombard Odier & Cie SA bank for its consolidation activities and that the data on the consolidated assets will transit through dedicated services of the latter. The professional secrecy of Cité Gestion extends to Lombard Odier, as an auxiliary within the meaning of the law. For the processing of assets not deposited at the time of consolidation, **the Client authorises the account holder to give to Cité Gestion all the information, account statements and transaction notices necessary for the execution of this agreement. The Client agrees to remove the professional secrecy covering this information for the benefit of Cité Gestion, its employees and any other entity involved in the execution of this agreement.** The Client undertakes to notify the third parties concerned of the existence of this agreement, to the extent required for its execution, and to sign the documents enabling Cité Gestion to obtain all the necessary information for the performance of its services.

CORRESPONDENCE

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

.....

.....

☐ 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 (optional):

☐ phone / fax Number.....

☐ e-mail (non-encrypted) Address.....

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

In the event that the Client wishes to use **non-secure e-mail** for corresponding with the Company (subject to para. 1 above), he/she shall be sole liable **for any risks, hazards or consequences that may arise as a result**. It is hereby drawn to the Client's attention that communication via the World Wide Web (Internet) is not secure. The identity of the Client and Company, as Internet users, and the contents of their correspondence can therefore not be guaranteed confidentiality and the flow of data, whether encrypted or not, between Client and Company may allow third parties to infer the existence of a banking relationship. **When using electronic means of communication, the Client acknowledges that Cité Gestion shall be entitled to reply to him/her using the same channels at the Client's sole risks and responsibility unless otherwise instructed by the Client.**

In the absence of any agreement governing use of electronic media, Cité Gestion shall not be bound to accept instructions delivered by e-mail. Cité Gestion reserves the right, but is under no obligation, to request additional information to ascertain the identity of the party placing the order, or to request written confirmation of any instruction or order thus communicated. **Cité Gestion takes no responsibility for refusing to execute orders, regardless of the communication method used, by any person unable to provide what the Company deems to be adequate identification.**

MISCELLANEOUS

Cité Gestion may delegate to one or more service providers specialized (in particular in computer services) in the financial field, in Switzerland or abroad (but to the extent permitted by Swiss law and provided that the delegatee observes professional secrecy), certain services within the meaning of the present Mandate, without limiting Cité Gestion's liability towards the Client. **In particular, the name, address and other personal data of the Client may be communicated to the service provider.**

This agreement shall continue for an initial period of 12 months from the date of signature. Thereafter it may be terminated by either party with or without cause on giving seven days prior written notice (including by email) to the other party.

The General Conditions of Cité Gestion also apply to the surplus. The Client's relationships with Cité Gestion are subject to Swiss law. The place of dispatch for all reciprocal obligations and the place of jurisdiction for all proceedings shall be Geneva, Switzerland, subject to appeal to the Swiss Federal Court.

Date:

Signature(s):

CONSOLIDATION AGREEMENT– APPENDIX 1

Assets and scope of consolidation

List of accounts deposited in the books of Cité Gestion ("Deposited assets")

Account Nr Designation

Account Nr Designation

Account Nr Designation

Account Nr Designation

List of accounts deposited with other financial intermediaries ("Assets not deposited")

Account Nr Designation

Bank / custodian

For internal use only: Account number with CGE

Account Nr Designation

Bank / custodian

For internal use only: Account number with CGE

Account Nr Designation

Bank / custodian

For internal use only: Account number with CGE

Account Nr Designation

Bank / custodian

For internal use only: Account number with CGE

Account Nr Designation

Bank / custodian

For internal use only: Account number with CGE