

Designation _____

Nr _____

POWERS OF ATTORNEY & LIST OF AUTHORIZED SIGNATURES

The undersigned (hereinafter, the “*Client*”) authorizes the persons(s) below (designated as the “*Representative(s)*”) to act on the Client’s behalf and represent him/her/them in all dealings with Cité Gestion S.A. (hereinafter “*Cité Gestion*”), related to the abovementioned account.

Failing any instructions to the contrary by the Client, these powers of attorney do not extend to the sub-account(s) of such account. **Powers of attorney are conferred without right of substitution.** They govern only the right to represent the Client vis-à-vis Cité Gestion and shall not take any legal relations between the Client and the Representative / Signatory into consideration.

There are three (3) possible types of powers on the account:

A. POWER OF ATTORNEY OR GENERAL SIGNATURE

comprising the broadest powers of representation, discretionary management, administration and disposal. In particular, the Representative or Signatory may dispose of the assets deposited in the abovementioned account, acknowledge, sign and accept account statements, take out loans, pledge any and all assets and securities, including in his/her name or in the name of third parties, as well as close the account simply by signing, according to the type of power chosen.

B. POWER OF ATTORNEY OR SIGNATURE LIMITED TO MANAGEMENT (FOR NON-PROFESSIONALS ONLY)

comprising the broadest powers of discretionary management and administration for the abovementioned account, excluding any power of disposal (withdrawals, payments, pledges, etc.). However, the Portfolio Manager may undertake to deliver assets and create margins or other guarantees when necessary for executing forward transactions, provided that there is sufficient cover for such transactions and that they will not lead to an unauthorized overdraft on the account. Cité Gestion has no obligation to monitor or control the Representative or Signatory’s operations regardless of their frequency, size or nature (traditional/speculative investments).

C. POWER OF ATTORNEY OR SIGNATURE LIMITED TO INFORMATION TRANSMISSION

comprising the power to request all information connected to the abovementioned account and the right to make a copy of all the documents established by Cité Gestion connected to the Client’s assets.

The Client hereby acknowledges as true and valid all acts performed by the Representative or Signatory within the limits of his/her powers and relieves Cité Gestion of any liability. As a result, Cité Gestion bears no responsibility either on its own account, on account of its beneficiaries or any other third party, unless there is intentional or serious misconduct as defined by law. The Client therefore agrees to indemnify Cité Gestion and guarantee it exemption from any claims or damages whatsoever which may be instituted against it by any party.

The signatures and powers below will retain their validity independently of the entries in the Commercial Register or other publications within or outside Switzerland until Cité Gestion receives a written explicit revocation thereof. Those powers shall not be terminated by the Client’s bankruptcy or any other cause of termination mentioned in articles 35 and 405 of the Swiss Code of Obligations.

Cité Gestion is authorised to record telephone calls.

The Client shall inform Cité Gestion in writing, within thirty days, of any change affecting the powers of the Representatives as well as any relevant information regarding the Representatives (name, address, etc.).

This form cancels and replaces any previous form.

This form completes the previous form(s) and the previous form(s) remain valid.

REPRESENTATIVE OR SIGNATORY 1

(ENCLOSE A CERTIFIED COPY OF IDENTIFICATION DOCUMENT)

First Name / Surname _____

Corporate name (entity) _____

Date of birth / constitution _____

Domicile / registered office _____

Nationality/ies _____

Signing procedure

Individually

Collectively to _____

Type of powers

A (General)

B (Management)

C (Information)

Specimen signature *

Authorisation to communicate via e-mail (_____ @ _____) ¹

Account and mail consulting via the secured application MyCGE (conditions in [Appendix hereto](#))

REPRESENTATIVE OR SIGNATORY 2

(ENCLOSE A CERTIFIED COPY OF IDENTIFICATION DOCUMENT)

First Name / Surname _____

Corporate name (entity) _____

Date of birth / constitution _____

Domicile / registered office _____

Nationality/ies _____

Signing procedure

Individually

Collectively to _____

Type of powers

A (General)

B (Management)

C (Information)

Specimen signature *

Authorisation to communicate via e-mail (_____ @ _____) ¹

Account and mail consulting via the secured application MyCGE (conditions in [Appendix hereto](#))

* by signing above, the Representative / Signatory accepts to be bound by Cité Gestion's General Terms and Conditions, governing the client relationship. The Client must communicate these General Terms and Conditions to the Representative / Signatory. The conditions are available from Cité Gestion upon request.

Furthermore, the General Terms and Conditions shall apply, in particular with respect to Swiss law as governing law and to the jurisdiction of the courts of Geneva.

Date:

Signature of the Client:

¹ The Client and the Representative/Signatory both accept the risks related to the use of the Internet and E-mails, in particular, the risk of loss of confidentiality, of hacking, theft of data or misuse of identity. Cite Gestion shall not be held liable for any consequences arising from such risks.

APPENDIX – RIGHT TO CONSULT THE ACCOUNT VIA SECURED ELECTRONICAL ACCESS (MyCGE)

MyCGE is a secured internet application that allows the Authorised Users to consult the account and e-mails.

PERSONAL ACCESS AND SECURITY MEASURES

Each Authorized Users 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 Authorized User must then change the PIN immediately upon receipt. Once such codes have been changed, they will not be known to Cité Gestion. The Authorized User 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 Authorized User. 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 Authorized User 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 / Authorized User(s) acknowledge and agree that **data sent through the Site are processed by the Lombard Odier Group, as service provider to Cité Gestion, and that Lombard Odier Group employees may have access to those data in Switzerland or abroad.**

CONSULTATION OF THE ACCOUNT AND AVAILABILITY OF THE MAIL

Any document transmitted electronically shall be deemed to be an original document having the same legal effect as if sent by normal mail. 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 / Authorized Users may be reissued upon request within the legal time limit, subject to applicable charges.

RISKS 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 enabling third parties to surreptitiously access the Authorized User'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 / Authorized User 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 / Authorized User and the data contained therein.**

Cité Gestion shall not accept any liability for any loss or damage that may be suffered by the Authorized User 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.

Some services may not be available (temporarily or definitively) depending on the residence or domicile of the Client / Authorized User. If it is the case, Cité Gestion shall not be liable.

MyCGE is accessible via a Web-based application (“App”). Any user agrees to be bound by the terms of the End User Licence Agreement (“EULA) governing the App, as imposed by the technical provider thereof (see www.cite-gestion.com/en/useful-links - EULA).