

Designation \_\_\_\_\_

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**DEED OF PLEDGE AND ASSIGNMENT**

The Client hereby grants Cité Gestion as a guarantee for any debt arising from their interaction a right of lien on all assets, securities and claims (i) which Cité Gestion or its correspondent banks currently hold or which they could hold in future for the Client, or (ii) which are or will be booked or retained directly or indirectly by Cité Gestion, or (iii) for which Cité Gestion is or will be the debtor. This right of lien applies to all assets, present or future, of the Client whatever the currency of denomination, including cash, claims, balances on accounts, intermediated securities, securities and all future rights, claims, debt and equity instruments, including all rights connected therewith, precious metals, all rights including those not incorporated in negotiable instruments, rights in relation to securities lending, assets in Swiss and foreign currency as well as all rights of return resulting therefrom.

This right of lien shall be granted as a guarantee for any claims of capital, interest and fees, current or conditional, present or future and regardless of due date, maturity date or legal basis, which Cité Gestion holds or may hold in future against the Client arising from their business relationship or from the infringement of the Client's obligations, in particular claims resulting from loans, other contractual relationships or claims based on a right of recourse, claims based on unjust enrichment or damages, or resulting from the violation of the Client's legal or contractual obligations, including those contained in the general terms and conditions.

Cité Gestion is entitled to retain the pledged securities as collateral for any existing debt, even if not yet due, in particular the claims of third parties against Cité Gestion arising from the fulfilment of its contractual obligations towards the Client (art. 402 CO).

Cité Gestion reserves the right to administer the claims, securities and other rights given in pledge, and in particular to assert and enforce them as if it were the account holder. This clause also applies to the sale of any claims or securities that are not in bearer form or endorsed in blank.

If Cité Gestion considers that the value of the pledged assets is insufficient to cover its claims, it is entitled to deliver a deadline (*in principle of 24 to 48 hours*) to the Client to make up the cover margin, failing which the Company will be entitled to realise the pledge.

In all cases, Cité Gestion shall be entitled to sell all or part of the Client's assets without having to resort to the enforcement procedure prescribed by law, whether on an exchange and/or OTC until the amount of the claim has been fully reimbursed, including interest, commissions, fees and all ancillary costs. Cité Gestion shall decide, at its discretion, against which claim it shall apply amounts received from the realisation of liens. The Company shall decide at its own discretion against which claim to apply amounts received from the sale of the assets. Cité Gestion, if appropriate, may purchase the pledged assets itself at their market value where this can be determined by market conditions.

The Company is also entitled to set off the Client's accounts against each other, regardless of whether they are denominated in the same currency or different currencies and without taking into account their respective maturity dates.

Cité Gestion is authorised to cover any debit balance on the Client's account by using the available sums in other currencies or in other accounts held by the Client.

If there are several claims and guarantees, Cité Gestion shall itself decide in which order the guarantees are to be realized and which claims will be the first to be amortized.

Cité Gestion may also set off the Client's current accounts against one another, irrespective of the maturity dates of the assets held in such accounts and of whether the accounts are in the same currency or in different currencies.

The proceeds of the sale of the pledged assets shall be used to redeem Cité Gestion's claims, including principal, interest, commissions, fees and any other related charges. It is understood that the Client shall be personally liable to Cité Gestion for any debit balance that may remain after all of the pledged assets have been realized in full or after it appears not to be possible to proceed with the realization of these pledged assets.

It is the responsibility of the Client to take the necessary steps relating to calls, redemptions or any operation relating to book-entry securities, paper securities or non-securitized rights, including paper securities with deferred printing, subject to this Pledge. The Client alone shall bear all the consequences of omission or negligence on the Client's part. Cité Gestion is nonetheless entitled to take these steps itself if it deems this necessary to protect its rights.

Communications from Cité Gestion to the Client shall be addressed to the last address which the latter has provided.

If the Client wishes to secure the debt(s) of a third party debtor towards Cité Gestion, the provisions of this form apply mutatis mutandis.

**Designation of the third party debtor:**

Name, First name(s) /

Corporate name

Date of birth /

Date of incorporation

Residence address /

Registered offices

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. However, Cité Gestion may also seek to enforce its rights at the place of domicile or residence of the Client and/or of the Debtor.

Date:

Signature(s):

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