

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

## TRANSMISSION OF INSTRUCTIONS 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 Client hereby appoints Cité Gestion SA (hereinafter "**Cité Gestion**" or "**the Company**") to execute its instruction regarding investments and other operations with a third party custodian, as indicated above (hereinafter "**the Account**") on a discretionary basis.

Designation of the account .....

Number of the account .....

Name of the custodian .....

Address of the custodian .....

hereinafter the "**Custodian**".

The Client informs the Custodian about this Mandate and sign and execute all necessary documents of the Custodian allowing Cité Gestion to perform its duties under this Mandate (including to reflect in its IT systems all data related to the Account to be obtained from 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) and the Client are not identical: 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 or 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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The services of Cité Gestion shall be exclusively limited to ensuring the transmission to the Custodian of stock market orders or other investment instructions given by the Client (or his authorized representatives), **without providing advice or recommendations** neither in relation to specific investments nor with regard to the general composition of the Account.

If the Client wishes to obtain from Cité Gestion more extensive services, on a long-term or occasional basis, such as monitoring of the Custodian, analysis of performance or other investment parameters, investment advice, etc., the Client will agree separately with Cité Gestion on the terms of services.

## CLIENT CLASSIFICATION & BASIC INFORMATION SHEET

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In accordance with the Swiss Federal Act on Financial Services (FinSA), Cité Gestion is obliged to provide the Client with a basic information sheet, in relation to the investments made - if it already exists and can be found by appropriate means.

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.

Please provide details:

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**By being considered as a professional client**, Cité Gestion shall not, prior to each transaction (purchase or sale of a financial instrument), communicate to the Client the basic information sheet or the prospectus of the product containing information on the risks and costs relating to the transaction and the market offer taken into consideration for the selection of financial instruments.

Nevertheless, **by being considered as a private (retail) client**, the latter may approve to receive the basic information sheet (or the prospectus) once the transaction has been executed:

The Client agrees, in general, that the said basic information sheet shall be handed over to him only after the conclusion of the transaction.

## INFORMATION ON RISK

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By signing this mandate, the Client confirms that he/she has understood, has assessed and is in a position to bear the risks inherent in the investments he/she wishes to undertake (including the risk of losing all of the assets invested). The Client confirms that he/she has received, read, and understood the brochure "**Risks Involved in Trading of Financial Instruments**" published by the Swiss Bankers Association (available via [www.cite-gestion.com/en/useful-links](http://www.cite-gestion.com/en/useful-links)).

**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 his portfolio and releases Cité Gestion from the obligation of professional secrecy.** Upon request, Cité Gestion will provide the issuer with the Client's names and corporate identification number, the number of shares held and their date of acquisition, in accordance with European regulations

## LIABILITY OF CITÉ GESTION

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**Decisions relating to the choice of investments, their monitoring and the composition of the Client's portfolio are the exclusive responsibility of the Client. Cité Gestion will not carry out transactions without instructions from the Client.** Subject to gross negligence, Cité Gestion does not assume any liability as a result of the execution of this Mandate.

In particular : (i) Cité Gestion does not verify the appropriateness or the suitability of the said orders with the Client's needs, experience or risk tolerance; (ii) Cité Gestion does not examine the suitability of the investments to the economic, personal and/or legal environment of the Client and/or to the conditions in force in the Client's country of domicile, including in tax matters; (iii) Cité Gestion does not issue any investment recommendation or advice to the Client and therefore does not accept any liability for investments made or opportunities missed.

## OUTSOURCING

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Cité Gestion is entitled to **outsource, in certain cases, to an entity of the Lombard Odier group**, 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, certain services covered by this agreement, without limiting Cité Gestion's liability towards the Client. The Client's name and other sensitive data allowing to identify him/her shall not be communicated to the entity acting upon delegation.

**The Client acknowledges and agrees that 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 mand.**

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

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Unless specifically agreed otherwise, 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.

Cité Gestion may receive from the Custodian a commission of up to the annual equivalent of **0.3% to 0.4% of the average assets** deposited with the Custodian in connection with Cité Gestion's clients. This corresponds inter alia to a participation in the custody and administration fees, in fiduciary and brokerage commissions, in structuring fees for structured products, or in forex margins (foreign exchange), in the order of **30% to 50%** of the amounts concerned.

The total benefits received from third parties **are generally less than 0.5% of the assets in the account**. In special cases (justified in particular by the allocation strategy chosen by the Client according to the terms of the mandate), these benefits may reach a higher amount.

**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.

## CLIENT'S DUTIES AND REPRESENTATIONS

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The Client agrees to communicate any changes in data for the purposes of the execution of this Mandate.

The Client is familiar with and understands the extent of the financial risks that may arise from the performance of the transactions under this 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.

## OTHER PROVISIONS

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Each party may terminate this Mandate at any time with immediate effect by written notice. Termination does not interrupt any ongoing transactions. 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 and any subsequent amendments shall apply, in particular with respect to Swiss law as governing law, the conciliation and the venue in Geneva for all disputes between the parties.**

Date:

Signature(s):

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## EXCERPTS OF THE GENERAL TERMS AND CONDITIONS

**Cité Gestion SA** (hereinafter referred to as "**Cité Gestion**") is a securities dealer and custodian ("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. 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.