

Designation

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# MANDATE FOR THE EXECUTION OF INSTRUCTIONS

## **SERVICES PROVIDED BY CITÉ GESTION**

The undersigned (hereinafter the "*Client*") wants Cité Gestion SA (hereinafter "*Cité Gestion*") to purely execute investment orders and/or other operations instructed directly by the Client or the Client's authorized representatives relating to the assets on the above-mentioned account (hereinafter the "*Account*").

The services of Cité Gestion shall be exclusively limited to ensuring the transmission and execution 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 Portfolio.

## **CLIENT CLASSIFICATION & BASIC INFORMATION SHEET**

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;

<u>and</u> 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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**Considering the Client as a professional one,** 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 (BIS) shall be handed over to him only after the conclusion of the transaction. The BIS is deemed to have been remitted handed out to the Client as soon as it is available on this website: <u>https://investors.cite-gestion.com</u>.



## OUTSOURCING

Cité Gestion may **delegate to one or more service providers specialised (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, ad-dress and other personal data of the Client may be communicated to the service provider.** 

## AUTHORIZATION TO TRANSMIT CONFIDENTIAL DATA RELATED TO INVESTMENTS IN CERTAIN COUNTRIES

When investing in securities of certain foreign countries, on behalf of the Client, **Cité Gestion may be** required by the local regulations to transmit confidential data concerning the Client to stock exchange or supervisory authorities, tax authorities, central banks, local custodian banks or any other third parties designated by the local regulations. The Client authorizes Cité Gestion, upon request, to transmit the requested confidential data in connection with stock market orders or planned or executed investments in the corresponding countries. **Confidential data could relate to the Client and/or the beneficial owner(s) of assets, and could include their last name(s), first name(s), date of birth, domicile, and nationality(ies).** Local Regulations may - in addition to the duty to divulge confidential data - require Cité Gestion to open a segregated account with a local custodian or a local broker for each investor in the applicable country. Cité Gestion will only open a segregated account in response to an investment decision made by the Client. In this case, the latter agrees to submit and sign all the requisite documentation.

The authorities of the following countries usually request end client information:

Argentina; Australia; Bangladesh; Brazil; Chile; China; Colombia; Egypt; Finland; Greece; Hong-Kong; Hungary; India; Israël; Jordan; Kuweit; Lebanon; Malaysia; Morocco; New Zeeland; Norway; Pakistan; Peru; Philippines; Qatar; Romania; Russia; Saudi Arabia; Singapore; South Africa; South Corea; Sweden; Tanzania; Turkey; United Arab Emirates.

The Client acknowledges that the granting of the authorization to divulge confidential data does not automatically result in the opening of a segregated account by Cité Gestion. The administrative steps required to open a segregated account may cause a delay in executing an investment order.

If no authorization to disclose confidential data is provided with respect to the country(ies) indicated, the Client hereby acknowledges that Cité Gestion may refuse to execute an order relating to an investment in this (these) country(ies) and/or proceed to realize investments in cases where such orders have already been executed.

## **CLIENT'S DUTIES AND REPRESENTATIONS**

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 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.

Listed securities issued by issuers from 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.



## **OTHER PROVISIONS**

Each party may terminate this Mandate at any time with immediate effect by written notice. Termination does not interrupt any ongoing transactions. Even after termination, Cité Gestion shall retain the right to liquidate any open positions, regardless of whether these produce a capital gain or a loss, in order to cover potential debit positions. 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, conciliation and the venue in Geneva for all disputes between the parties.** 

Date:

Signature(s):

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