

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

## ASSET MANAGEMENT MANDATE

### SERVICES PROVIDED BY CITÉ GESTION

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The undersigned (hereinafter the "**Client**") grants a mandate (hereinafter the "**Mandate**") to Cité Gestion SA (hereinafter "**Cité Gestion**") to manage the assets held in the account or sub-account mentioned above (hereinafter the "**Account**") on a discretionary basis.

This shall include the following operations:

- (i) all financial transactions relating to asset management, in accordance with the Swiss Bankers Association Portfolio Management Guidelines in force when the transactions are concluded (hereinafter "**SBA Guidelines**");
- (ii) **non-traditional investments that may deviate from the SBA Guidelines** but that are subject to supervision in accordance with the conditions set out below (letter c.).

In particular, Cité Gestion is authorized to carry out the following transactions, acting either as agent (in its name but for the account of the Client) or as the case may be, as principal (acting as a counterparty):

- a. All cash management transactions, in particular fiduciary investments with other banks or foreign companies, reverse repos, and investments in the money market in any country and any currency;
- b. Equities, bonds, currencies, and precious metals on a spot or forward basis;
- c. Mutual funds relating to the above investments in a) and b) as well as commodities and real estate for the purposes of diversification, **including non-traditional funds such as hedge funds and private equity funds**, provided that these investments comply with the SBA Guidelines or are easily tradable and subject to supervision comparable to that of the European Union (UCITS) and/or the Swiss Federal Act on Collective Investment Schemes (CISA) in force when the transaction is concluded;
- d. Placements in derivatives or structured products on the investments set out under b), including standardized or non-standardized interest rates, stock market indexes, commodities, and real estate (options, futures, forwards, certificates, etc.), provided that they do not have a leverage effect on the entire Account ;
- e. Investments in non-precious metals and commodities through collective investment schemes, derivatives, indicia or structured products.

Cité Gestion shall further be entitled to exercise, refrain from exercising, or sell all subscription, option, or conversion rights connected to securities in the Account, and to accept or refuse any offer to buy, exchange, or merge.

### PRELIMINARY INFORMATION AND CLIENT'S OBJECTIVES

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Without the information below, Cité Gestion will not be able to assess the appropriateness or suitability of the advice offered to the Client and cannot assume any responsibility for any lack of appropriateness or suitability. This one-time warning will not be repeated before each transaction.

**The main objective for the assets on the Account**

- To finance lifestyle
- To build retirement assets
- To generate an increase in wealth / to assure transmission of wealth
- To finance one or more specific projects

**Financial situation** (portion of the Client wealth with Cité Gestion)

- Less than 25 %
- Between 25 and 50 %
- Between 50 and 75 %
- More than 75 %

**Main income and expenses**

- The Client has or expects significant regular income.
- The Client faces or anticipates significant charges.

**Representation** (only for **joint accounts and investment structure accounts**): The Client requests to take into account the level of financial knowledge and expertise of the following person, designated as the Client's investment representative

- Co-Account Holder - Name:.....
- Director or authorized representative of the investment entity
- Other: .....

**Investment knowledge with respect to finance** and financial instruments:

- No Knowledge
- Some knowledge, basic concepts and notions of risk/return for various asset classes)
- Good level of knowledge of financial investments and technical terms

**Investment expertise in portfolio management services** and transactions in financial instruments:

- No experience
- 1-3 years
- More than three years

The Client's knowledge and expertise has been acquired **as follows**:

- Previous mandates (discretionary asset management or advisory mandate)
- Occupation (e.g. working in the financial sector with access to financial knowledge)
- Training in financial sector
- Proven experience in the regular use of financial instruments on a private basis
- Other: .....

Based on the above information, Cité Gestion will establish a risk profile specific to the Client. The Client chooses the investment profile according to the investment strategy table below:

**CONSERVATIVE**

OBJECTIVES Reasonable preservation of capital with a preference for holding bonds.  
**Low** – In principle, little risk and low volatility, but potentially lower re-  
 RISK PROFILE turns. Minimising exposure of principal to loss or fluctuation is very im-  
 portant.  
 INVESTMENT HORIZON 2 - 3 years

**BALANCED**

OBJECTIVES Emphasis on both long term growth and reasonable stability.  
**Average** – Willing to assume an average amount of market risks and  
 RISK PROFILE volatility or loss of principal to achieve higher returns.  
 INVESTMENT HORIZON 3 - 10 years

**GROWTH**

OBJECTIVES Long term growth with an emphasis on investments in equity markets.  
**High** – Willing to sustain substantial volatility or loss of principal and as-  
 RISK PROFILE sume a high level of risk in pursuing higher returns.  
 INVESTMENT HORIZON More than 10 years

**ABSOLUTE RETURN**

OBJECTIVES Opportunistic investments in all available asset classes, without reference  
 to a benchmark, and without taking account of any standard investment  
 profile. The investment philosophy seeks to obtain an absolute, non-rel-  
 ative return.  
**Variable** – According to the investment model. Willingness to take risk to  
 RISK PROFILE seek enhanced returns. Material exposure to market fluctuation.  
 INVESTMENT HORIZON ~ 5 years

**SPECIFIC INVESTMENT RESTRICTIONS**

The Client may specify below any **other specific restrictions** concerning investments or types of invest-  
 ments applicable, restriction in the regions or markets in which we can make investments on your behalf,  
 etc.:

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## QUALIFIED INVESTOR STATUS AND CLIENT CLASSIFICATION

### QUALIFIED INVESTOR'S STATUS:

Any Client who grants a management or advisory mandate is considered as a qualified investor in accordance with the Swiss Federal Act on Collective Investment Schemes. The qualified investor status allows Cité Gestion, within the limits of the present mandate, to subscribe for collective investments and structured products of any kind, including collective investments reserved for qualified investors. Collective investments and structured products reserved for qualified investors can entail additional risks compared to other investments, in particular reduced transparency obligations, reduced implication of regulatory authorities as well as increased risks in relation to diversification and liquidity.

Additional restrictions can be applied if they have been communicated in writing by the Client. **The Client may at any waive the status of qualified investor by a written declaration to Cité Gestion.** If the qualified investor status is waived, the Client's assets may no longer be invested in Swiss or foreign collective investment schemes or in any other financial instrument limited exclusively to qualified investors.

### PROFESSIONAL CLIENT'S STATUS:

In accordance with the Swiss Federal Act on Financial Services (FinSA), **the Client is by default classified as private client.** Consequently, the Client is granted certain rights but **may be subject to restrictions in terms of portfolio management and to increased administrative costs.**

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**, the Client acknowledges that Cité Gestion shall not have to inform him about the risks and costs related to transactions, about the market offer taken into consideration for the selection of financial instruments and about its possible economic relations with third parties.

**The Client may at any time request to be treated as a "private client"**, by a written declaration to Cité Gestion. Consequently, the Client's portfolio may no longer be invested in certain categories of securities and assets.

## REFERENCE CURRENCY

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The reference performance shall be measured in the following currency .....

The reference currency is used to calculate performance and does not exclude investments in other currencies. **The reference currency indicated here takes precedence over any indication to the contrary** in the "Account Application" document or in any other previous contractual document.

## CLIENT'S DATA VALIDITY

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The investment and risk profile shall remain valid as long as it has not been modified in consultation between the parties. Cité Gestion may rely on the indications provided by the Client and is not obliged to verify their plausibility or accuracy. Changes in specific constraints must be documented in writing.

The Client undertakes to inform Cité Gestion in due time of any change in his personal situation leading to a revision of the suitability of the investment strategy.

If the investment strategy desired by the Client does not correspond, or not completely, to his profile (personal and financial situation, knowledge and expertise, risk tolerance), according to the information communicated above, Cité Gestion draws his attention to the resulting risks. This information may be provided in a standardized manner.

Cité Gestion may determine a general investment policy for each investment profile and for the main reference currencies and be inspired by investment grids, the value of which is only indicative.

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

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Unless specifically agreed otherwise, the General Terms and Conditions (Article 10.2) and the current tariffs apply.

When acting on the Client's behalf (custody, management and/or investment of Clients' assets, execution of orders relating to these assets, etc.), Cité Gestion may select, analyze and monitor financial products issued by third parties and receive a remuneration which varies according to the type of product and in accordance with the following scale (as a percentage of the investment volume on an annual basis): **money market funds from 0% to 0.25%, bond funds from 0% to 1%, equity funds from 0% to 1.25%, alternative funds from 0% to 2%, other funds (private equity, real estate, indices, etc.) from 0 to 1%.**

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 third party counterparties with whom it develops a significant volume of business (notably Bank Lombard Odier & Co Ltd), a commission of up to the annual equivalent of **0.3% to 0.4% of the average assets** deposited individually or collectively with the relevant counterparty institutions in connection with Cité Gestion's clients. Certain banks used by the Client pay Cité Gestion a participation in their 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 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.

## CONFLICTS OF INTEREST / DELEGATION

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Cité Gestion may be exposed to risks of conflicts of interest in its choice of management approach and investment instruments. Cité Gestion may thus recommend specific investments such as structured products or investment funds for which itself or an entity of the Lombard Odier Group performs specific tasks (issuance of products, structuring the product, management or other tasks related to the investment vehicle) and for which it is remunerated in addition to the management agreement. However, the choice of investments is carried out by Cité Gestion in accordance with strict procedures and taking into account their suitability compared with respect to the management profile, the investment transparency, the quality of the issuer of the financial products considered, and their cost for the Client. The Client declares having read the provisions of the General Terms and Conditions applicable to the handling of conflicts of interest by Cité Gestion and releases Cité Gestion of any liability.

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.**

## LIABILITY OF CITÉ GESTION

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Cité Gestion shall fulfil its duties hereunder with due care and in the observance of the Client's interests and shall take into account the Client's financial investment objectives but does not necessarily examine the suitability of the investments with respect to the Client's specific legal and/or tax situation. The Client is responsible for obtaining information regarding his/her tax situation from tax advisors in his/her country of domicile or residence or where he/she is subject to taxation. It is the Client's responsibility to notify Cité Gestion of any restrictions that could apply therefrom to the management of the Account.

The general or specific instructions issued by the Client are executed by Cité Gestion if they are sufficiently clear to be acted upon. Cité Gestion will not verify their appropriateness or suitability. The Client accepts sole responsibility for the consequences of investments made in accordance with his/her instructions.

Cité Gestion performs its obligations on a best-effort basis; it makes no warranty as to any guaranteed performance. Cité Gestion is only liable for any gross negligence on its part.

**Should the assets on the Account not be sufficient, Cité Gestion may suspend its asset management services and refrain from any investments on the Account, without prior information to the Client.**

## 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, in particular any change affecting his/her assets, personal situation, and objectives that could require an adjustment to the management profile.

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.

The Client confirms that he/she is able to bear all consequences of such risks. The Client confirms having duly received, read, and understood the brochure **"Risks Involved in Trading of Financial Instruments"** published by the Swiss Bankers Association.

## OTHER PROVISIONS

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The Client may modify the content of this Mandate, in particular the investment profile and the management profile. Any change to investment restrictions must be duly approved by Cité Gestion.

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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***Appendix: Brochure "Risks Involved in Trading of Financial Instruments"***  
***([www.cite-gestion.com/en/useful-links](http://www.cite-gestion.com/en/useful-links))***