

Designation _____ Nr _____

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**"). This form is referred to as the "**Mandate**".

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.

LIABILITY OF CITÉ GESTION

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.

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; **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 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.

OUTSOURCING

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.

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

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

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.

CONFLICT OF INTEREST / OUTSOURCING

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.

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.

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):
