

Designation _____ Nr _____

INVESTMENT ADVISORY MANDATE**SERVICES PROVIDED BY CITÉ GESTION**

The undersigned (hereinafter "**the Client**") mandates Cité Gestion S.A. (hereinafter "**Cité Gestion**") to provide the Client on his/her own initiative or on the initiative of Cité Gestion, with investment advice in relation to assets deposited on his/her/their account, as indicated above (hereinafter "**the Account**").

In accordance with this Mandate, Cité Gestion undertakes to provide, on its initiative or on the one of the Client and at the agreed frequency, the following services:

- (i) recommendations relating to various asset types (in particular, equities, bonds, mutual funds, structured products, derivatives, alternative investments, foreign exchange, commodities, etc.) or to specific investments covered by Cité Gestion or by the Lombard Odier group and related to the Client's investment objectives; and
- (ii) information about market trends and Cité Gestion's investment strategy, in relation to the Client's investment objectives.

TAX

The Mandate does not include any tax considerations specific to the Client's situation. The Client must consult his own tax advisers and inform Cité Gestion of any resultant restrictions that could apply to the management of the Account at any given time.

CLIENT INTERVENTION IN THE MANDATE

Any investment restrictions or amendments must be notified to Cité Gestion to be taken into account. General or specific instructions issued by the Client shall be executed by Cité Gestion if they are sufficiently clear to be applied. Cité Gestion shall not verify their appropriateness. The Client accepts sole responsibility for the consequences of transactions executed in accordance with his instructions. The Client must inform Cité Gestion immediately of any discrepancy between transactions executed by Cité Gestion and the instructions issued.

PRELIMINARY INFORMATION AND CLIENT'S OBJECTIVES

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 returns. Minimising exposure of principal to loss or fluctuation is very important.
 RISK PROFILE
 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 volatility or loss of principal to achieve higher returns.
 RISK PROFILE
 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 assume a high level of risk in pursuing higher returns.
 RISK PROFILE
 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-relative return.
Variable – According to the investment model. Willingness to take risk to seek enhanced returns. Material exposure to market fluctuation.
 RISK PROFILE
 INVESTMENT HORIZON ~ 5 years

SPECIFIC INVESTMENT RESTRICTIONS

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

.....

.....

Any changes must be documented in writing and attached to this mandate.

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 is aware of the following:

- Cité Gestion shall not, prior to each transaction (purchase or sale of a financial instrument), obtain from the Client confirmation that he has received, read and understood the content of the basic information sheet (or the prospectus of the product) and in particular information on the risks and costs relating to the transaction, the market offer taken into consideration for the selection of financial instruments and possible economic relations with third parties.

- Cité Gestion does not verify the appropriateness of each transaction individually as it assumes that the Client has the required knowledge and expertise in financial investments and that he can financially assume the investment risks related to the financial services intended for him.
- Cité Gestion will not be required to document individually the Client's needs and the underlying reasons for each transaction.

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 classes of securities and assets. Cité Gestion may refuse to manage the Client's assets.

REFERENCE CURRENCY

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

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

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 insti-

tutions 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

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.**

Additionally, the Client understands and accepts that Cité Gestion may inform other clients (including clients of its subsidiaries) of identical or similar investment opportunities, and that Cité Gestion may also monitor these investment opportunities itself, in particular with respect to management mandates granted by third parties.

LIABILITY OF CITÉ GESTION

The full responsibility for all decisions regarding the selection of investments and the composition of the Client portfolio shall lie on the Client (or his authorized representative) at the exclusion of Cité Gestion.

Cité Gestion shall rely on sources it considers to be reliable and on its own assessment of the economic, financial, and monetary environment. Cité Gestion shall exercise the Mandate at its sole discretion and as it deems appropriate fit. It shall conduct all research and take all steps that it may reasonably consider necessary for the proper performance of the Mandate.

The advice given by Cité Gestion shall be limited to the opportunities represented by certain investments with regard to the market conditions prevailing at a given time. The advice is therefore only valid for a very limited period of time. Cité Gestion accepts no liability in this respect should the Client suffer loss or damage if he/she does not receive recommendations in time, in particular if the Client cannot be contacted or if she/he has not seen the recommendations issued, or if the Client has not reacted in a timely manner to the recommendations issued.

However, Cité Gestion reserves the right to refrain from providing advice regarding investments that it does not cover or no longer covers. Similarly, Cité Gestion shall be under no obligation to respond to

requests of the Client if it does not have relevant information in this regard. In such a situation, it shall inform the Client within a reasonable period of time.

The Client is aware that Cité Gestion does not check whether the proposed investments are appropriate to the Client's legal circumstances and/or to the conditions prevailing in his/her country of domicile, **including in terms of the tax regime**. Cité Gestion's responsibility with respect to the performance of the Mandate is restricted to a duty of best efforts. It makes no representations or warranties of specific performance with respect to recommendations given to the Client or recommendations not given to yet expected by the Client. Cité Gestion is solely liable in the event of gross negligence on its part.

CLIENT'S DUTIES AND REPRESENTATIONS

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 undertakes to use the advice provided by Cité Gestion and any information supplied by Cité Gestion, which may include written documents produced by the Bank or by third parties, solely for personal purposes. In particular, the Client undertakes not to forward to third parties any advice or related documents provided by Cité Gestion.

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

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):

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