



GENERAL TERMS AND CONDITIONS governing the relationship between MIM3 and its Clients @ 2022.01.01

1. PRELIMINARY PROVISIONS 1.1. The business relationships between the client (hereafter referred to as the "Client(s)") and MIM 3 Geneva (hereinafter referred to as the "Company" or "MIM3"), are based on mutual trust. The Company places its facilities at the disposal of the Client for the execution of different types of orders. The variety of the business, the large number of transactions and the speed at which they must usually be handled, require, in the interest of a defined and reliable legal relationship, the drawing up of certain general conditions. 1.2. The contractual relations between the Company and the Client are governed by the following conditions and any other agreements between the parties, the law, rules and customs defined by the Chambre de Commerce Internationale, as well as by agreements and customs generally applicable and followed in Switzerland. 1.3. All investments in financial instruments and currencies are subject to market movements and the Client may thus make profits but may also sustain losses. The Client should only undertake investments with which he/she is or has made himself/herself familiar and which are suitable in the light of his/her circumstances and financial resources. 1.4 The assets of the Client can be held with a depository bank that the Client shall select or approve provided that such depository bank is subject to official supervision. The Client will under his/her own responsibility indicate to the Company the name of and the account number with the selected or approved bank. 1.6. In case of failure of the depository bank, the Client may benefit from the deposit-guarantee scheme to which the bank belongs, irrespective of any deposit -guarantee scheme, which might be introduced in the future and to which the Company and/or the depository bank shall adhere. 2. GENERAL PROVISIONS ENTERING INTO BUSINESS RELATIONSHIPS 2.1. At the beginning of the relationship, the Client will indicate to the Company exact data regarding his/her identification (e.g. name, residence, nationality, profession, matrimonial status, date and place of birth and number of identity document). Corporate and other legal entities must provide i.a. the most recent certified copy of their articles of incorporation, a recent certified excerpt from the Trade and Companies' register and a resolution containing the list of those persons authorised to bind and represent the said entity in its relations with third parties. Individuals, corporate and other legal entities shall provide the Company with all such documents as the Company may from time to time request, with respect to the identification of the Client and the beneficial owner of the relation, in accordance with applicable Luxembourg legislation. 2.2. The Company assumes no responsibility when verifying the accuracy or the completeness of the data presented to it by the Client. Any amendment to such information must be communicated immediately in writing to the Company. The Client, and not the Company, will be liable for any damages caused by wrong, inaccurate, outdated or incomplete data. If the Company has to verify the authenticity, validity or completeness of documents received from or handed out on behalf of a Client, or if it has to translate them, it shall only be liable for gross negligence. MAIL 2.3. Unless agreed to the contrary, the Company will send all documents by ordinary mail. Mail regarding business relationships with several authorised signatories will be sent to a common address indicated to the Company. If no such address has been indicated, mail shall be validly forwarded to any one of such Clients for account of all Clients. Dispatch of any communication will be proved, including the date of dispatch, through the communication by the Company of a printed or computer-stored copy or other mailing record of such communication. The transmission report



(in the case of faxes) shall constitute conclusive evidence of the dispatch of any communication by the Company and the receipt thereof by the Client. Written communications by the Company are deemed to have been duly delivered within the ordinary course of mail, if sent to the last address of which the Company has received notice from the Client. Where mail is returned to the Company with a statement that the Client is unknown at the address indicated or no longer resides at such address, the Company shall be entitled to withhold such mail as well as any later mail; in such case, the provisions of hold-mail set out hereinafter (including fees due for hold-mail) shall apply until the Company is informed in writing of the new address of the Client. Mail that the Company withholds upon the instructions of its Client is deemed to have been delivered the business day following the date given on the documents withheld, without prejudice to the following provisions. In such a case, the Company does not have to print portfolio statements and other documents on the date they are established, but it is sufficient for it to keep these available to the Client and print them out only if requested by the Client. Documents stored in this way will be deemed to have been effectively delivered to the Client the business day following the transaction date indicated on the document withheld. Furthermore, the Client must send an express instruction if, notwithstanding the hold-mail agreement concluded with the Company he/she wishes that the Company dispatches his/her mail directly to him/her on certain occasions. The Client acknowledges being aware that the Company can address him/her via hold mail any type of information (including warnings informing him/her that an investment service is not considered appropriate for him/her). The Company may destroy withheld mail after a period of two years. The Client assumes full responsibility for consequences or damages resulting from the dispatch or withholding of mail and undertakes to verify his/her mail on a regular basis. The Client will not be able to claim that he/she ignored the content of his/her mail and the information addressed to him/her merely because he/she failed to check his/her mail regularly. The Company may, notwithstanding any present or future hold-mail agreement to the contrary, contact the Client directly by any means whatsoever, in case of urgency, in the event of a breach of one of his/her obligations, or when required to do so by law or by any other regulation to which it is subject.

ACCOUNT STATEMENTS 2.4. If the Client has opened in his/her own name an account with a depository bank and has granted authority over such account to the Company, then the statements and documents issued by the depository bank and sent to or held at the disposal of the Client shall be deemed to constitute the rendering of accounts by the Company to the Client as if they had been produced by the Company itself. The Client shall advise the Company immediately of errors, divergences, irregularities and other objections that appear in any documents or statements of account addressed to him/her by the depository bank in relation with the account on which authority has been granted to the Company. The same rule shall apply for any delay in receiving mail. If no written objection from the Client is received within thirty days of the dispatch of the documents and statements of account, all transactions mentioned thereon are considered as having been approved and ratified by the Client vis-à-vis the Company. All transactions and figures given in the above-mentioned documents shall be considered to be final and accurate. The Client shall have no direct or indirect right of objection against such transactions. The date borne by the documents and statements of the depository bank are deemed to constitute the date of dispatch. The depository bank is authorised to correct any material errors by a new entry in its books. The valuation of the assets, as stated in any document provided by the depository bank to the Client, is, in any case, indicative only and should not be construed as a confirmation by the depository bank or as a representation as to their actual financial value.

SIGNATURES, PROXIES 2.5. One or several agents may represent the Client in dealings with the Company. Proxies must be in writing and must be deposited with the Company. Unless otherwise agreed, they shall remain valid, at the latest until the business day following the day the Company has been informed in writing that one of the legal or stipulated



causes of termination or modification of the agency relationship has occurred, even if such causes are officially published. The Company may refuse to execute instructions from an agent, on grounds pertaining to such agent similar to those, which could affect the execution of instructions from the Client him/herself. 2.6. The Client shall deposit with the Company a specimen of his/her signature and, where applicable, of the signatures of statutory representatives or authorised signatories. The Company may solely rely on such specimens, irrespective of any entries in commercial registers or other official publications. The Company shall not be liable for the fraudulent use by a third party of the signature of the Client, whether such signature is authentic or forged. In case of several Clients, the Company may validly rely upon the instruction of one Client, unless otherwise provided for. 2.7. Specimens of the signatures of the statutory representatives, authorised agents or proxy-holders that can bind the Company and represent it, are recorded on a list that the Client may review at any time at the Company. Only documents bearing such signatures will bind the Company. INSTRUCTIONS 2.8. Microfiches, microfilms or computerised records or other records undertaken by the Company on the basis of original documents shall constitute prima facie evidence and shall have the same value in evidence as an original written document. 2.9. Any communication from the Client to the Company must be in writing. The Client must be able to prove the existence and content of all communications. In general, the Company will not carry out oral instructions. If, by exception and upon the request of the Client, the Company disregards this rule, it is explicitly agreed that the statements of the Company or the depository, as the case may be, conclusively prove that the transactions mentioned thereon have been fulfilled in accordance with oral orders given by the Client. The same principle shall apply for instructions transmitted to the Company by telefax or similar means of communication other than an original written document. The Company shall not accept oral instructions regarding the transfer of assets from the Client's account to the account of any third party. The Client assumes all risks, particularly those arising from errors in communication or comprehension including errors as to the identity of the Client, resulting from the use of such means of communication and relieves the Company from any and all responsibility in this respect. To avoid any duplication, all written confirmations of previous oral instructions must clearly refer to those oral instructions. The Client and the Company expressly agree that, notwithstanding the provisions of Article 1341 of the Civil Code, the Company shall, whenever useful or necessary, be entitled to prove its allegations by any means legally admissible in commercial matters, such as witnesses or affidavits. The instructions of the Client must be complete, accurate and precise in order to avoid mistakes. If the Company considers the information provided by the Client in this respect to be inadequate, the Company may delay the execution of any transaction without thereby incurring any liability. 2.10. The Client shall advise the Company in writing, in each particular case, when instructions have to be executed within a time limit and when delays in the fulfilment of such orders may cause damage. Instructions must, however, always be given with reasonable advance notice (minimum three Luxembourg banking business days) and shall be subject to customary execution terms including the general terms and conditions of the depository bank. 2.11. The Client specifically empowers the Company to tape record his/her telephone conversations with the Company. The tape may be used in court or other legal proceedings with the same value in evidence as a written document. TRANSACTIONS 2.12. If, for the execution of transactions on behalf of the Client, the Company uses the services of third parties, the Client shall be bound by the customs, the agreements, general and special conditions applicable between the Company and such third parties, as well as by the conditions binding those third parties e.g. when operating on foreign regulated markets or MTFs. 2.13. If the Company entrusts third parties with the execution of a transaction, its liability shall be limited only to the careful selection and direction of those parties. 2.14. The Company is subject to professional secrecy such as organised and applied under Luxembourg law. However, in certain jurisdictions, provisions



applicable to (transactions involving) financial instruments and similar rights may require the disclosure of the identity and the holding of (in)direct holders or beneficial owners of the instruments. Non-compliance with disclosure requests may lead to blocking of the financial instruments (i.e. voting rights may not be exercised, dividends or other rights may not be received, the financial instruments cannot be sold or disposed of in any other manner). The Client expressly instructs the Company to disclose at its own discretion, without delay and without reverting to the Client, the Client's identity and holding of financial instruments and similar rights if the national or foreign provisions require disclosure of the identity and the holding of the Client who holds or owns the instruments. The Company shall not be liable for any damages suffered by the Client that may result from the disclosure of his/her identity and holdings. 2.15. The Company shall not be liable for any damages arising from events which interrupt or disorganise totally or partially the services of the Company, of the depository bank or any of its national or foreign correspondents, even if these events are acts of God or any other extraordinary events, such as strikes, lockouts, wars, fire, etc. The same principles will apply for damages arising from criminal acts initiated against the Company, the interruptions of its telecommunications system or from any similar event. FEES, COMMISSIONS, DUTIES 2.16. The Company shall invoice its services to the Client in accordance with its applicable fee schedule and the nature of the transactions involved. The Client shall pay to the Company all fees, charges and other amounts that may be due, as well as all charges incurred by the Company for the account of the Client or his/her assignees. In particular, the Client shall bear the costs for the dispatch of mail, telecommunication and other charges incurred by the Company in any legal and administrative proceedings against the Client. The relevant fee schedule of the Company, as applicable from time to time, is at the permanent disposal of the Client at the Company's premises. If the legal conditions for the provision of information to the Client via the Internet website of the Company are fulfilled, the Company may provide information relating to fees, commissions and duties by publishing its fee schedule on its Internet website. In such case, the Client will be informed electronically about the Internet website address and the place on such Internet website where he/she can have access to this information. The Client shall request the Company to provide him/her with the fees applicable to a proposed transaction. By entering into transactions with the Company, the Client shall be deemed to have accepted the fee schedule of the Company as applicable from time to time, unless expressly agreed otherwise. The Company reserves the right to change at any time and without prior notice, interest rates, commissions, fees and other charges due from the Client. The relevant fee schedule of the Company will be amended accordingly and will be held permanently at the disposal of the Client as mentioned here above. The Client agrees to be bound by said fee schedule. Where required by law, the Company shall inform the Client of changes to its fee schedule. If such information is provided to the Client via the Internet website of the Company, the Client expressly agrees to be informed of any change through the publication of the amended fee schedule on the Internet website of the Company. In such case, a notification concerning changes to the fee schedule will, to the extent required by law, be notified to the Client electronically indicating the Internet website and the place on such Internet website where he/she can have access to the amended information. The Client may terminate the business relationship with immediate effect if he/she does not wish to accept the amended fee schedule. 2.17. The Client acknowledges and agrees that, in relation to the provision of investment advice to the Client, the Company may receive retrocessions of fees or commissions from third parties which do not depend on the performance of the assets held in the Account and that such retrocessions or commissions will accrue to the Company as additional remuneration without the Company having to report thereon to the Client. 2.18. The Client shall pay or, as the case may be, reimburse to the Company all taxes and duties relating to transactions executed by the Company in its relationship with the Client and paid by the



Company, or for which the Company is or may be held liable, or that may be created in the future by Luxembourg or foreign authorities. The Company draws the attention of the Client to the fact that he/she may have to bear other costs (including taxes) in relation to transactions on financial instruments or to investment services, which are not paid by the intermediary of the Company or levied by it. MANAGEMENT DUTIES, INFORMATION 2.19. The Company does not assume any other duties regarding the management of the Client's assets and/or liabilities than those provided for in the present General Terms and Conditions and in special agreements. In particular, the Company does not undertake to inform the Client of any potential losses owing to changes in market conditions, of the value of the assets and/or liabilities of the Client, or of any circumstances that might prejudice or otherwise impair the value of those assets and/or liabilities. The Client shall personally verify the accuracy of information provided by the Company. Such information is given for information purposes only and the Company shall only be liable for gross negligence. If, at the request of the Client, the Company gives advice or expresses opinions regarding the management of assets, the Company shall use its best endeavours, but shall only be liable for gross and intentional negligence. Information provided by the Company, in particular with respect to the valuation of assets credited to the account of the Client with the depository bank, are based on information provided by third parties (such as specialised financial services providers, regulated markets). The Company does not assume any responsibility in relation to the quality and accurateness of such information. The Client acknowledges and accepts that the Company may provide certain information, such as information on the Company, information on financial instruments and information on costs and associated charges, exclusively via its Internet website. The Client will be informed electronically about the Internet website address and the place on such Internet website where he/she can have access to the relevant information. By signing the present document the Client undertakes to consult regularly the Internet website of the Company. When required by law, the Company shall also inform the Client electronically about any changes to such information by indicating the Internet website address and the place on such Internet website where he/she can have access to the modified information. SPECIAL EVENTS 2.20. The personal status of the Client and in particular his/her family or marital status and relationships have no impact on his/her relationship with the Company. In the case of a Client's death or incapacity, the persons authorised to represent the deceased or incapacitated Client's estate or assets and liabilities (in particular the executor of the will, the heirs or, as the case may be the guardian), shall replace the Client in the relationship with the Company. As long as the Company is not formally notified in writing about the death or the incapacity of the Client, the Company may not be held liable if it carries out orders received from the agent of the deceased or incapacitated Client or from the incapacitated Client himself/herself or the remaining authorised signatories. MISCELLANEOUS 2.21. The partial or total illegality or inapplicability of one or several provisions of these General Terms and Conditions will not affect the applicability of the other agreed provisions. AMENDMENTS 2.22. In particular in the event of changes in the legal and regulatory framework of the financial sector, changes to practices in the financial sector or changes affecting the conditions on the financial markets, the Company reserves the right at any time to amend and/or to add new provisions to the present General Terms and Conditions. Should the Company intend to amend these General Terms and Conditions governing the relationship with the Client or to add new provisions, it will immediately inform the Client indicating the clauses it intends to modify or add, as well as the contents of these amendments or additions. The forecasted amendments and/or additions may also be made by way of a separate document which shall then form an integral part of these General Terms and Conditions. If such amendments or additions are communicated to the Client via the Internet website of the Company and if required by law, the Client will be informed electronically about the Internet website address and the place on the Internet website where the information may be accessed.



Nonetheless, the Company reserves the right to provide the Client with such information also in a paper form. The amendments, additions and separate documents are deemed to be accepted by the Client if the Client has not addressed a written objection to the Company within thirty days of dispatch of the amendments, additions or separate documents. In case the Client wishes to object to such amendments and/or additions or separate documents, the Client is entitled to terminate the business relationship with immediate effect.

APPLICABLE LAW AND JURISDICTION

2.23. The relationship between the Company and its Client shall be governed by the laws of Switzerland. All disputes shall be of the exclusive competence of the Courts of Geneva, Switzerland, unless the Company chooses to bring an action against the Client before any other court having jurisdiction, including the court of the country where assets of the Client are located. For its relationship with the Company, the Client elects domicile at the registered office of the Company.

2.24. Legal action against the Company is statute-barred after a period of 3 years. The limitation period starts to run on the date on which the facts for which the Company is to be held liable were committed or omitted. Legal actions initiated after the last day of the limitation period are timebarred.

COMPLAINTS

2.25. Any complaint from the Client shall be addressed to his/her account manager in writing. It will then be forwarded to the legal department of the Company which shall send an answer to the Client as soon as practically possible.

3. TRANSACTIONS ON FINANCIAL INSTRUMENTS

3.1. The Company may refuse to execute financial instruments orders without further justification.

3.2. When the Company receives from a Client several orders which total amount exceeds the funds available to such Client, the Company must carry out otherwise comparable orders sequentially and promptly unless the characteristics of the order or prevailing market conditions make this impracticable, or the interests of the Client require otherwise. In case the Company is unable to execute immediately under prevailing market conditions a Client limit order in respect of shares, the Company is not obliged to make immediately public that Client limit order to facilitate its execution. The Company is authorised to carry out Client orders or transactions for own account in aggregation with other Client orders. The Client acknowledges that, although it is unlikely that such aggregation will work overall to the disadvantage of any Client, in single cases it may work to the Client's disadvantage in relation to a particular order.

3.3. Where the Company considers that an investment service or product is not appropriate for the Client, it provides a warning notifying the Client that this service or product is not appropriate for him/her. The Company is nevertheless authorised, without being obliged, to carry out the order immediately after the dispatch of the warning. In this context, the Client agrees not to hold the Company liable for any prejudice suffered by the Client due to the execution or non-execution of his/her instruction.

4. TERMINATION OF BUSINESS RELATIONSHIP

The Company and the Client may, at any time and without having to state any reason, unilaterally give notice of termination and put, with fifteen days' notice from dispatch of the termination letter, an end, either totally or in part, to their relationship. At the expiry of the relationship, the Client will release the Company from all commitments and obligations undertaken on behalf of or upon the instructions of the Client. The Client may be obliged to provide the usual bank guarantees until the complete discharge of his/her debts. The Company may, however, terminate its relationship with the Client with immediate effect and without any further formalities, in which case all term obligations of the Client shall become immediately due, i.e. if the Client is in breach of his/her contractual obligations, the Company is of the opinion that the financial position of the Client is threatened, the guarantees obtained are insufficient, or the guarantees requested have not been obtained, the Company is of the opinion that by continuing its relationship with the Client it may be subject to a liability claim, the operations of the Client appear to be contrary to public policy, the Client fails in his/her duty of good faith. The General Terms and Conditions shall continue to govern pending transactions until final settlement. The usual contractual commissions and fees, as set out in the relevant fee schedule of the Company, will be applicable to the transactions



even after the termination of the relationship until final settlement. Any commissions and fees paid to or charged by the Company in advance shall not be reimbursed at the termination of the business relationship, notwithstanding the date of this termination. 5. The Client confirms having received, read, understood and accepted the above General Terms and Conditions and confirms having received a copy of these General Terms and Conditions for his/her files. GENERAL TERMS AND CONDITIONS are on the web site of MIM 3 Geneva (mim3.ch) and may be updated from time to time with significant amendments. The client is advised to inquire whether a more recent is being in force.

_____, on _____

Signature client