

The masculine form is used merely as a grammatical convention and, where appropriate, the singular form shall be understood to include references to the plural and vice-versa.

These General Terms and Conditions form an integral part of the mandate conferred by the Client to the Company. By signing an Agreement with the Company, the Client certifies that he has read the said General Terms and Conditions and accepts them without reservation.

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1. GENERAL INFORMATION

1.1. Company information and authorisation

Lyra Wealth SA, 15 rue Toepffer, 1206 Genève, Switzerland (hereafter "The Company") is a Swiss limited company, based in Geneva, with Company identification number IDE CHE-114.755.200.

The Company is authorised by the Swiss Financial Market Supervisory Authority (FINMA) – Laupenstrasse 27, CH 3003 Bern –to act as portfolio manager.

The Company is also affiliated to a supervisory organisation and to an ombudsman office. Their names and addresses are available on the Company website.

1.2. Service offering

The Company provides financial services for the investment and management of assets on behalf of third parties. These services are provided in the form of discretionary asset management, or possibly the transmission of orders for financial instruments.

The exact content of the services is determined contractually by the Client in the Mandate conferred to the Company. The Client can benefit from different services.

The Company ensures that it provides its services independently and takes into consideration a sufficiently large number of financial instruments offered on the market; it does not restrict its offer of services to financial instruments issued by it.

The information regarding the Company activities and its services are available on the Company website.

1.3.Provisions of services on the only initiative of the client

The Client acknowledges that the conclusion of a business relationship with the Company and the provision of financial services are triggered at its sole initiative when he is domiciled outside of Switzerland.

2. CLIENT INFORMATION

2.1.Information relating to the Client's personal status

The Company makes the opening of any contractual relationship and the provision of any financial service subject to the issuance by the Client of any document, voucher and information that it deems necessary or that are legally required and that relate to the legal or tax status, domicile or registered office, professional and personal situation and the financial situation of the Client or the persons exercising the controls. The Client undertakes to provide the Company with accurate data and to communicate to the Company on first request any additional information that the latter may consider useful in the context of maintaining contractual relations and/or required by legal or regulatory provisions.

The Client acknowledges that he is acting on his own behalf and that he is the beneficial owner of the assets deposited with the bank.

In all cases where the Company deems it necessary, and in accordance with the legal provisions relating to the fight against money laundering and terrorist financing, the Client may be required to provide information on the beneficial owner of a business relationship, account or transaction, on any person exercising control, on the economic background of a transaction or on any consideration for a transaction. The failure

and/or refusal to communicate this data to the Company is an obstacle to the provision of services by the Company, or even to entering or maintaining business relations with the Company.

The Client undertakes to ensure that the data provided to the Company is current, accurate and complete. In the event of a change in circumstances, the Client undertakes to immediately inform the Company in writing, but at the latest within 30 days.

The Client is liable for any prejudice caused by the failure to provide the requested information and documents, by the communication or production of inaccurate information and documents, or by the failure to communicate a change in circumstances and acknowledges that the Company cannot guarantee the provision of financial services or the maintenance of the relationship.

2.2.Client segmentation

The Company classifies Clients into one of the following categories: retail client, professional client or institutional client. Retail clients are non-professional clients. Professional or institutional clients are clients who meet the criteria set out in the article 4 of the Federal Law of 15 June 2018 on Financial Services (FinSA).

If they meet the legal criteria, high-net-worth retail clients and private investment structures created for them may declare that they wish to be treated as professional clients (opting-out). Under the applicable legal conditions, professional clients may declare that they wish to be considered as retail (opting-in) or institutional (opting-out) clients. Institutional clients may declare that they wish to be considered as professional clients (opting-in). Clients declaring a change of category must do so in writing. In the case of retail clients holding assets in a joint contractual relationship, the opting-out declaration of one relationship holder applies to the entire relationship.-

The Company relies on the Client's instructions to establish its segmentation.

2.3.Risk profile and Suitability and Appropriateness

For the provision of financial services to a retail or professional client, the Company establishes a risk profile of the Client based on the Client's financial situation, investment objectives and risk tolerance as well as – for private clients – his knowledge and experience related to the financial service provided.

When the account is held by several co-holder Clients, the risk profile is established considering the knowledge and experience of a duly appointed representative for this purpose. Failing this, the risk profile shall be established, considering the lowest level of knowledge and experience among all joint holders. Where the account is held by a legal person or structure (such as a trust, a foundation or a company), the risk profile shall be established considering the knowledge and experience of the representatives authorised to carry out transactions on its behalf under the applicable legal and contractual framework.

When the Company provides discretionary asset management services, it verifies their suitability with the risk profile of the Client. In the context of this assessment, Clients' knowledge and experience relate to discretionary asset management as a financial service and not to each individual transaction carried out under the mandate.

When the services are limited to the transmission of client orders, the Company does not verify their appropriateness or suitability and the Client acknowledges that he has been duly informed by means of these General Terms and Conditions. The Company informs the Client only once, at the beginning of the relationship, that the suitability and appropriateness in the context of transmission of orders are not verified. When the Company provides financial services to professional clients, it assumes that they have the required knowledge and experience and that they can financially assume the investment risks associated with the financial services intended for them.

The Company relies on the Client's specifications. If he does not communicate to the Company the requested information or communicates outdated, erroneous or

incomplete information, he acknowledges that he is aware that the Company cannot guarantee the provision of financial services, nor the verification of the suitability of financial services with his risk profile and investment strategy.

3. COMMUNICATIONS, REPORTS AND ADVERTISING

3.1.Means of communication

The Company is authorised to accept orders from the Client by telephone, telefax, electronic message or any other means of transmission. The Client assumes in advance the risks inherent in this method of proceeding and in particular those arising from delay, error in transmission, understanding or identification. The Company may at any time, without giving reasons, refuse to act on oral orders until they are duly confirmed in writing.

The Company's communications are deemed to have been made as soon as they have been sent to the last address (postal or electronic) indicated by the Client for sending its correspondence.

Damages resulting from the lack of legitimation or undetected forgery are the responsibility of the Client, except in the event of serious misconduct by the Company.

3.2.Langage of communication

The official languages for exchanges between the Company and the Client are French and English. At the Company's discretion, all or part of the communications to the Client may be made in another language chosen by the Client. In the event of differences of interpretation, the French version shall prevail.

3.3.Reports

Only the bank will supply the Client with statements and valuations of his assets. The Company does not establish itself any statements or valuations, the Client confirms that he is aware of it.

At the Client's request, at least once per year, the Company presents and explains the performance of the portfolio on the basis of statements produced by the bank. The

condition and performance of the portfolio can be verified on the basis of statements issued by the bank in accordance with the instructions given by the Client.

Without objection on behalf of the Client, any report or communication shall be deemed to have been accepted and approved by the Client within 30 days of its receipt by the Client.

3.4.Delivery of documents (file copy)

The Client may request, in writing, a copy of his file. He accepts that this can be done in electronic form.

The Company has the right, but not the obligation, to ask for compensation if the Client asks again for the same copy without just cause.

3.5.Advertising and information documents

If the Company provides advertising information or informative documents, they are identified as such. In particular, the opinions and analysis published by the Company are given for information purposes only and shall in no way constitute an offer, advice or recommendation to buy or sell a financial instrument or to carry out any transaction, nor shall they otherwise constitute advice of any other nature, such as tax, legal or research. These are identified as such.

4. FINANCIAL INSTRUMENTS AND ORDER TRANSMISSION

4.1.Information on financial services and instruments

The Company provides the Client with the Swiss Bankers Association's (SBA) Guidelines *on the risks involved in trading financial instruments*, in its latest applicable version, on paper or electronically. The Client confirms that he has received, read and understood the said Guidelines which are available <https://www.swissbanking.org/en/services/library/guidelines>

The Client acknowledges that he has been informed of the nature, characteristics and

risks associated with the financial services such as asset management and with the financial instruments, including risks of loss, insolvency, issuer, price and interest rate fluctuations as well as foreign exchange and confirms that he understands and accepts them. If the Client requires further explanation, he undertakes to make a request to the Company.

4.2.Transmission of orders by the Client and diligence of the Client

When the Client chooses to trade on a financial instrument, he must consider the risks inherent in such product, service or transaction, as well as any related strategy.

All decisions taken by the Client with regard to financial and investment instruments are based exclusively on the Client's assessment of his particular personal and financial situation, as well as his ability to bear losses and investment objectives including the investment horizon and declared risk tolerance. The Client's decisions are his sole responsibility and the Client alone bears the risk of any abuse or damage he may suffer as a result of transactions carried out. The Client declares that he accepts, in advance, the consequences that his investment and fund movement instructions may have on the composition of the portfolio and its performance.

Despite the Company diligence regarding the assets management, losses cannot be excluded. The Company does not commit itself to a certain outcome or result. Past performance does not indicate future success.

4.3.Transmission of orders

Upon instructions from the Client, the Company may transmit Client orders to the depositary bank.

When the Company processes Client orders through banks, the Client must refer to the bank's order execution and processing criteria. The Company is not liable in this respect.

To the extent that the Company directly processes Client orders, it aims at the best results for the Client regarding the price, the cost, third parties remuneration, rapidity, quality, probability of the execution and the

settlement, the size, the nature of the order and all other consideration relating to the order. The execution order criteria do not apply to institutional client.

The Company is not required to inquire as to the reasons why the Client wishes to carry out a transaction and does not carry out any verification of suitability or appropriateness before providing this service. It does not provide a key information document or prospectus in the event of transmission of orders when those documents could be found by an internet search.

4.4. Transmission of orders and limitation of liability

In the event of damage to the Client due to the non-execution or late or imperfect execution of a transmitted order, the Company shall only be liable in the event of gross negligence on its part and up to an amount corresponding to the Client's loss of interest.

4.5. Orders exceeding the available balance

When a Client gives several orders whose total amount exceeds the available balance, the Company has the right to determine which one or more orders it will execute in whole or in part, regardless of the dates on which these orders are sent or received, or not to execute them; it will not incur any liability for this fact.

4.6. Exercise of rights

The Client authorises the Company (but it has no obligation) to exercise the social rights linked to assets contained in the Portfolio as part of the mandate.

Without Client specific instruction, the Company exercises the rights freely.

4.7. Tax treatment

The tax treatment of transactions in financial instruments depends on the Client's individual situation and might be subject to change. The Client acknowledges that the Company will not be held liable for any damages that the Client may incur as a result of the Client's legal or tax status. Furthermore, the Client understands that the Company does not provide advice on tax matters and that it is the Client's own responsibility to seek the advice of tax experts

to determine its tax obligations, specifically in the Client's country of residence or domicile.

4.8. Reporting obligations

The Client is solely responsible for complying with the reporting obligations that may befall with him as the beneficial owner of the securities (for example, crossing a threshold of ownership in a listed or regulated company, management transaction). In this respect, the Company does not assume any joint, subsidiary, cautionary or advisory obligations.

5. CONFIDENTIALITY AND PERSONAL DATA

5.1. Professional confidentiality

Subject to the relevant laws the Company shall maintain absolute confidentiality with regard to all information pertaining to the Client.

5.2. Professional confidentiality waiving

Notwithstanding the provisions of Article 5.1, the Company may be required to communicate the identity of the Client or third parties related to it (e.g. beneficial owners or controlling persons) to third parties, in Switzerland or abroad, when required by applicable legal, regulatory, stock exchange or contractual provisions in this regard. These disclosure requirements may apply in the event of a request from a supervisory authority, suspicion of money laundering, market rules, contractual relationships (including with the custodian bank), conditions of issuers of financial instruments, providers and other parties to which the Company is bound for the execution of transactions and the provision of financial services. Under these conditions and in compliance with legal and contractual provisions, the Client authorises the Company to disclose this information and releases it in this respect from professional confidentiality and the applicable rules on the protection of personal data.

5.3. Processing of personal data

In accordance with the legal provisions in force, the Client acknowledges and agrees that, in the context of the services offered by the Company, personal data concerning him are processed by

the Company. This data is collected and used only for the purpose of financial and/or ancillary services offered by the Company. This data will be kept by the Company in accordance with, and within the time limits set by, the legislation applicable in Switzerland in this area. The Company has adopted a Privacy Notice which is available on the Company's website and which is an integral part of this provision.

6. CONFLICTS OF INTEREST

6.1. Conflicts of interest of the Company

The Company always strives to act in a professional and independent manner, taking into account the interests of the Client and takes all reasonable measures to identify and prevent conflicts of interest that may arise in the provision of financial services and/or ancillary services.

The Company has identified no potential conflict of interest that could have a negative impact on the Client. Should such a conflict arise, the Company undertakes to inform the Client immediately and to take the necessary measures.

6.2. Conflicts of interest of the Client

The Client is required to inform the Company of the interests it holds and/or any other position it occupies that could potentially create difficulties in the context of a contractual relationship with the Company. The Client undertakes not to trade financial instruments if he has confidential information that could influence the price. The Client is required to comply with the legal obligations arising from the investments made (e.g. the obligation to report positions or transactions on the financial markets).

7. COSTS AND COMPENSATION OF THIRD PARTIES

7.1. Costs

The Company informs the Client of the costs, *i.e.*, management fee, related to the financial

services provided by the Company. It communicates to the Client the information relating to the management fee before the provision of the services and detailed in the Mandate. Where costs cannot be determined in advance, or only by disproportionate means, it indicates an approximate cost estimate. In this case, the Client confirms that the Company – in these General Terms and Conditions – specifies that there is a risk of the appearance of emoluments, taxes or other costs, in addition of the Company costs.

For financial services provided by other financial service providers (e. g. custodian bank), the Client can refer to the documentation published by these providers or directly contact the Company to obtain cost information.

7.2. Remuneration received from or paid to third parties

In principle, the Company avoids financial products paying fees and reimbursements. It does not receive any remuneration from third parties in relation with the management of assets.

In the case the Company receives such remuneration, it would return it entirely to the Client.

8. OTHERS

8.1. Duration and termination of the mandate

The Mandate, by the Client's signature, is entered into for an indefinite period.

Either party may terminate this Mandate at any time, giving notice in the written form to the other party. This Mandate shall not terminate in the event of death, incapacity or bankruptcy of the Client. The Mandate will only be terminated by a formal termination in the written form. The revocation of the Company power of attorney submitted to the depositary bank is equivalent to a termination.

In the event of termination of this Mandate by the Client, the Management fees for the current year remain due.

In the event of termination of this Mandate by the Company, the fees due by the Client to the Company are calculated *pro rata temporis*. It is

only after full payment, in capital and interest, of the amount due that the business relationship will be considered as definitely terminated.

In the event of termination of this Mandate, the Client undertakes to sell all the funds for which the Company has an exclusive access. Since the effective Mandate termination, the Client is solely responsible of his asset management and the account, it is presumed that he undertook all the necessary steps to ensure it. The Company cannot be liable in this case.

8.2.Ombudsman

The Company is affiliated to the Ombudsman's office Ombud Finance Switzerland, with which the Client and the Company have the possibility to initiate a mediation procedure. The information regarding the Ombudsman's office are available on the Company website. The Client may obtain information concerning the name and address of the Ombudsman's office when establishing the business relationship, in the event of refusal of a right asserted by the Client, and at any time, at his request.

8.3.Assets without contact and dormancy

The Client acknowledges that he has taken all necessary measures to ensure that the account is known to trusted persons. It transmits to the Company contact information of a third party and authorises the Company to contact the said person following a contactless extended period.

Notwithstanding the foregoing, if the assets should become without contact and/or dormant, in accordance with applicable legal provisions, the Company will take, in coordination with the custodian bank, all actions required by law for this type of situation.

8.4.Outsourcing or delegation

The Company may delegate, in Switzerland or abroad, the execution of an operational or financial services task to third parties, including those of the same group, having the skills, knowledge and experience required by their activity as well as the necessary authorisations. If the Company is unable to carry out its business, the Company may call on third parties to carry it out. Within the

framework defined by § 5, the Client accepts that personal and financial data may be communicated to the delegates.

8.5.Compensation

The Client shall indemnify and reimburse the Company in full for any pecuniary claims, actions, penalties, damages, losses or expenses of any kind, including legal and procedural costs, that it may incur at any time with respect to the Client's accounts and securities and related transactions, as a result of the execution of the Mandate or the Client's breach of its legal, contractual or regulatory obligations.

8.6.Duty of diligence and liability

The Client fully discharge the Company and denies the Company liability for all operations it will conduct in connection with the execution of this Mandate, except in the event of gross negligence. In particular, within the framework of the investment objectives set by the Client, the Company may not be held liable for any loss in value of the portfolio, for yield fluctuations, for any error of assessment made in the choice of investment or for the default of a counterparty. The Client takes note of the fact that the Company does not assume any liability for any damage it may incur as a result of its legal or tax status. The Company does not provide legal or tax advice.

The Client also acknowledges that the Company may not be held liable for any damage that may result from the impossibility of performing its obligations due to circumstances of force majeure such as: natural phenomena (e.g., earthquake, hurricane), unforeseeable phenomena (e.g., fire, flood) and sanitary phenomena (e.g., epidemic).

8.7.Invalidity, ineffectiveness or invalidity of a provision

If one or more provisions of the Mandate or the General Terms and Conditions are held to be invalid or declared invalid pursuant to a law, regulation or following a final decision of a competent court, the other provisions should not be affected and should remain valid.

8.8.Modifications

Any modification of the Mandate shall be subject to a written agreement between the Parties.

The Company may amend these General Terms and Conditions at any time. These changes are communicated to the Client by circular or any other appropriate means. In the absence of a dispute from the Client within 30 days, they are considered as approved.

8.9.Governing Law and place of jurisdiction

The Mandate and the General Terms and Conditions are governed by Swiss law.

Disputes between the Company and the Client must, if possible, be settled by an Ombudsman's office, within the framework of a mediation procedure.

Subject to the above provision on mediation, any dispute relating to the Mandate or the General Terms and Conditions shall fall within the exclusive jurisdiction of the courts of Canton of Geneva, subject to a right of appeal in the Federal Court.

However, the Company shall nonetheless be entitled to initiate proceedings in the jurisdiction of domicile of the Client; Swiss law remains applicable.
