



**LOMBARD ODIER**  
LOMBARD ODIER DARIER HENTSCH

# Bank Lombard Odier & Co Ltd

## General Terms and Conditions

December 2021

With **Bank Lombard Odier & Co Ltd**  
(hereinafter referred to as "**Lombard Odier**" or the "**Bank**")



# Table of contents

<b>I.</b>	<b>General provisions</b>	<b>5</b>
Art.1	Scope	5
Art.2	Banking relationships held by more than one person	5
Art.3	Legal incapacity	5
Art.4	Client's tax liability	6
Art.5	Client's disclosure obligations	6
Art.6	Conflicts of interest, selection of financial instruments and best execution of orders	6
Art.7	Involvement of third parties	6
Art.8	Compensation	6
<b>II.</b>	<b>Communications and instructions from the Client</b>	<b>7</b>
Art.9	Signatures and authentication	7
Art.10	Communications from Lombard Odier	7
Art.11	Communications from the Client	7
Art.12	Recording of telephone conversations	7
Art.13	Waiver for risks related to means of communication	7
Art.14	Complaints	8
Art.15	Limitation on compensation	8
<b>III.</b>	<b>Accounts and custody accounts</b>	<b>8</b>
Art.16	Current accounts	8
Art.17	Refusal to perform Client instructions	8
Art.18	Credits subject to collection	9
Art.19	Assets in an open custody account	9
Art.20	Valuation of the Client's assets, financial instruments and positions	9
Art.21	Client's responsibilities	9
Art.22	General meetings and representation of the Client	9
Art.23	Assets in a closed custody account	10
Art.24	Assets in foreign currency	10
<b>IV.</b>	<b>Transactions</b>	<b>10</b>
Art.25	Transactions in financial instruments	10
Art.26	Hedging transactions related to derivative transactions	11
Art.27	Information about risks	11
Art.28	Client's objections	11
Art.29	Notification obligations	11
Art.30	Blocking of underlying assets	11
Art.31	Transactions subject to a margin call	11
Art.32	Closing of derivatives transactions	12
Art.33	Netting of payments	12
Art.34	Liquidation of derivatives transactions	12
Art.35	Liquidation value	13

<b>V.</b>	<b>Waiver of banking secrecy and data protection</b>	<b>13</b>
Art.36	Principle	13
Art.37	Data processing and provision to third parties	14
Art.38	Tax information	14
Art.39	Electronic transfers	14
Art.40	Transactions / custody of assets: data transmission and disclosure thresholds	14
Art.41	Segregated accounts	15
Art.42	Outsourcing	15
<b>VI.</b>	<b>Right of lien and set off</b>	<b>15</b>
Art.43	Right of lien and set off	15
<b>VII.</b>	<b>Remuneration</b>	<b>16</b>
Art.44	Rates and fees	16
Art.45	Payments received from or paid to third parties	16
<b>VIII.</b>	<b>Final provisions</b>	<b>17</b>
Art.46	Document storage	17
Art.47	Termination of business relationship	17
Art.48	Agents of the Client	17
Art.49	Public holidays	17
Art.50	Right to amend the General Terms and Conditions	17
Art.51	Applicable law, place of jurisdiction, place of performance and place of debt collection	17

Bank Lombard Odier & Co Ltd (hereinafter the "**Bank**" or "**Lombard Odier**") is a bank and securities dealer (securities firm) with its head office at 11 rue de la Corraterie, 1204 Geneva, Switzerland.

As the holder of a banking licence and a licensed securities dealer (securities firm), the Bank is supervised by the Swiss Financial Market Supervisory Authority ("FINMA").

Lombard Odier is also affiliated with the Swiss Banking Ombudsman (<http://www.bankingombudsman.ch>), the body responsible for providing information and mediation between Swiss banks and their clients.

## I. General provisions

### Art.1 Scope

These General Terms and Conditions shall apply to all business relationships between Bank Lombard Odier & Co Ltd and its contracting partners acting directly or through a power of attorney (hereinafter the "**Client**" or the "**Clients**"), including business relationships established before the entry into force of the present version of these General Terms and Conditions. To the extent necessary, the Client undertakes to communicate these General Terms and Conditions to the beneficial owner(s) and/or beneficiary(ies) and/or the controlling person(s) (hereinafter the "**Beneficial Owner**") and power of attorney holders.

Any specific agreements between Lombard Odier and the Client shall apply notwithstanding these General Terms and Conditions. Likewise, the regulations and standard practices of the stock exchanges, markets, settlement and transfer systems or clearing houses involved and the laws and regulations of the countries where the transactions are carried out or performed shall apply in relation to the execution of any transaction.

### Art.2 Banking relationships held by more than one person

Several Clients may together enter into a relationship with the Bank in the form of either a joint relationship or a collective relationship.

Contractual relationships between Lombard Odier and the Clients (hereinafter also referred to as the "**Contracting Partners**") shall be governed by these provisions, regardless of any internal relations that may exist between the Clients and/or their Beneficial Owners and heirs, with respect to ownership of the assets deposited with Lombard Odier. This article only governs the right of disposal of the assets and the right of instruction vis-à-vis Lombard Odier. The Clients shall agree directly among themselves on the organisation of their legal and economic relationships.

Any notifications made by the Bank to one of the holders shall be deemed to be notification to all holders. The Bank shall not monitor transactions carried out on the account(s) by one of the Clients. The admission of a new Contracting Partner and any other changes to the identity of the Contracting Partners to the relationship shall be subject to the express agreement of all Contracting Partners and of Lombard Odier. In the event of the death of one of the Contracting Partners, the heirs of the deceased Contracting Partner shall become his legal successors.

Where several Clients have a collective relationship with the Bank, they may only instruct Lombard Odier together or via one or more joint representative(s). Each Client may nevertheless revoke the powers conferred on a joint representative.

Where several Clients have a joint relationship with the Bank, they each may grant, individually and without the agreement or participation of the other Client(s), instructions to the Bank as well as general or special powers of attorney to one or more third-party individual(s) over the account(s) and/or the safe deposit box(es) associated with the account(s), and to individually revoke any power of attorney granted by him or by another Contracting Partner.

Within the context of a joint relationship, each Contracting Partner is jointly liable towards Lombard Odier for all commitments, including loans, entered into by him, by any other Contracting Partner, or by power of attorney holders (to the extent of their powers).

For all transactions carried out on the account(s) associated with the joint relationship, the agreement of one of the Contracting Partners shall release Lombard Odier from any liability towards all Contracting Partners. Where necessary, the Contracting Partners jointly undertake to indemnify and hold Lombard Odier harmless from any claims for damages which may be brought against it by any party.

### Art.3 Legal incapacity

**The Client shall be liable for any financial consequences and/or loss or damage resulting from the legal incapacity of the Client or a third party, unless the Bank is informed in due time of said legal incapacity. The Client shall be solely responsible for the consequences of the legal incapacity of his agents.**

## Art.4 Client's tax liability

The Client confirms that his attention has been drawn to the fact that he is liable for fulfilling his tax obligations (filing of tax returns, payment of taxes and all other reporting requirements) to the competent authorities in the country in which the Client is obliged to pay taxes in relation to the assets held at or managed by Lombard Odier. The foregoing confirmation also applies to the Beneficial Owner, where applicable, and the Client undertakes to inform him.

Furthermore, the Client's attention is drawn to the fact that holding certain assets may have tax repercussions irrespective of the Client's tax domicile.

Lombard Odier shall not provide any legal or tax advice and shall not assume any liability in this respect. Lombard Odier encourages the Client and, through him, the Beneficial Owner to seek the advice of a qualified professional.

## Art.5 Client's disclosure obligations

The Client agrees to provide Lombard Odier, voluntarily or on request, with the information and documents necessary to enable the Bank to fulfil its legal, regulatory and contractual obligations with respect to its business relationships. In the event of any change to his personal circumstances, in particular any change in marital status, domicile, registered office, nationality or tax status, the Client agrees to spontaneously inform Lombard Odier and any other third party to which he provides such information in connection with the business relationship within thirty days.

**The Client shall be liable to Lombard Odier for any loss or damage that Lombard Odier may suffer or any cost or expense it may incur as a result of receiving inaccurate information regarding the Client's personal or tax status.**

Furthermore, the Client acknowledges that the modification of any data (which may concern the account holder, a power of attorney holder and/or a Beneficial Owner) may be applied to all the opened relation(s) with Lombard Odier.

## Art.6 Conflicts of interest, selection of financial instruments and best execution of orders

Lombard Odier shall make every effort, via the appropriate organisational measures, to identify any conflicts of interest and to manage them or deal with them in such a way that the Client's interests prevail and are treated fairly.

When selecting the financial instruments that make up its investment universe, Lombard Odier does not take into account what is available in the market as a whole, but only a limited number of carefully selected companies, issuers or regions. This selection includes financial instruments issued by entities of the Lombard Odier Group.

Lombard Odier shall ensure best execution of the Client's orders in accordance with the relevant Group policy.

The Group's policy on conflicts of interest and best execution of orders is available on the website: [www.lombardodier.com/legal/ch](http://www.lombardodier.com/legal/ch).

## Art.7 Involvement of third parties

Unless expressly specified otherwise in an applicable law or regulation, Lombard Odier shall only be liable for the care taken in choosing, instructing and monitoring third-party individuals or legal entities involved in the fulfilment of its contractual or legal obligations, especially in the execution of orders and the safekeeping of assets. Lombard Odier shall assume no liability if the third-party individual or legal entity is chosen or appointed by the Client.

## Art.8 Compensation

If the Client fails to comply with his legal or contractual obligations, he agrees to:

- indemnify Lombard Odier for any loss or damage that it suffers; and/or
- reimburse Lombard Odier for all costs and expenses incurred for having maintained the business relationship, managed the account, executed transactions and kept assets, including in particular for amounts claimed by Swiss or foreign authorities (e.g. fines, forfeited profits), as well as for the costs and fees of agents representing or advising the Bank.

**In addition, the Client acknowledges and accepts that the Bank acts on behalf of the Client and therefore at the Client's risk and cost. Consequently, the Client agrees to fully indemnify the Bank against any claims, damages, charges or costs that the Bank may directly or indirectly incur in relation to any acts or omissions made on behalf of the Client, particularly in relation to investments carried out by the Bank in its own name, but on behalf of the Client. It is further specified that this obligation to indemnify shall apply even in the absence of any fault on the part of the Client (provided that the Bank has acted with due diligence) and shall continue to apply after maturity of the investment.**

**The Client agrees that the Bank may exercise its rights of set off, retention and lien (Article 43) as a guarantee for this compensation obligation at the Client's expense. The Client authorises the Bank to debit his account accordingly.**

## II. Communications and instructions from the Client

### Art.9 Signatures and authentication

Lombard Odier shall execute orders of the Client or of his representatives by comparing the signature on the order that is submitted with the specimen signature submitted to the Bank when the account was opened. It shall not be obliged to conduct more extensive checks.

Signing powers and specimen signatures notified to Lombard Odier shall be solely binding for Lombard Odier until written notification of revocation or any other modification, without Lombard Odier having to take account of any different entries in the Commercial Register or in other publications, whether in Switzerland or abroad.

**Any financial consequences and/or loss or damage, of whatever nature, resulting from falsifications or errors in authentication which would not be noticed during a cursory check, shall be borne by the Client, except in the case of gross negligence or wilful misconduct by Lombard Odier.**

### Art.10 Communications from Lombard Odier

Any communications sent to the address last specified by the Client or sent to his mailbox via a dedicated connection set up by the Bank (My LO) shall be deemed to be validly notified.

Lombard Odier may use any means of communication that allows it to reach the Client (in particular, post, telephone, fax or electronic communication).

### Art.11 Communications from the Client

The Client may communicate with and provide instructions to Lombard Odier via post, telephone, fax or by e-mail addressed to the Bank.

Lombard Odier reserves the right, but is under no obligation, to request additional information to satisfy itself of the identity of the party giving an instruction or to request written confirmation of any instruction. The Bank shall not assume any liability for refusing to carry out orders given by a person whose identity has not been satisfactorily verified.

### Art.12 Recording of telephone conversations

The Client acknowledges that Lombard Odier may record all telephone conversations between its employees and the Client, his agents, the Beneficial Owner or any other authorised third parties. To the extent necessary, the Client shall confirm that he has received consent from his agents, the Beneficial Owner and any other authorised third parties in relation to these recordings. The Bank is authorised to retain these recordings. In the event of a dispute, Lombard Odier reserves the right to use these recordings as evidence.

The Client is not entitled to listen to or obtain a copy of the recorded telephone conversations. Recordings may be erased at regular intervals at the sole discretion of the Bank.

### Art.13 Waiver for risks related to means of communication

**The Client accepts liability for all risks and consequences arising from the use of means of communication in his relations with Lombard Odier, in particular the risks that (1) instructions may not be sent to the Bank, (2) instructions are sent too late, (3) third parties become aware of the business relationship with the Bank or (4) third parties impersonate the Client or one of his representatives with respect to the Bank.**

**Unless otherwise instructed in writing, the Client authorises Lombard Odier to electronically access the Account data for reporting purposes during any meeting with the Client in Switzerland or abroad.**

The Client shall take all necessary measures to prevent unauthorised third parties from gaining access to documents, instruments, computers and e-mail accounts used to communicate with the Bank.

The Client also acknowledges that, as electronic communications use an unsecured internet network, the identity of the Client and Lombard Odier, as internet users, as well as the contents of their exchanges cannot be kept confidential; the flow of data, whether encrypted or not, between the Client and Lombard Odier may allow third parties to infer the existence of a business relationship with the Bank.

**Except in the case of gross negligence or wilful misconduct, Lombard Odier shall not be held responsible for any loss or damage incurred by the Client as a result of the risks specified in this article.**

## Art.14 Complaints

The Client has the obligation to take all necessary measures to monitor his account and the transactions executed or not executed in order to identify any errors, irregularities or omissions.

The Client undertakes to:

- notify Lombard Odier if he has not received any communications, advice notices or account statements that should have been sent to him;
- examine the communications, advice notices and account statements sent to him by Lombard Odier;
- raise precise objections in writing if he disagrees with or has doubts about any of the transactions conducted on his account.

The Client shall raise any complaints in writing upon receipt of the relevant document or when it has been delivered in his electronic mailbox, but no later than thirty days from the date on which the document was sent or made available to him, except where shorter deadlines apply. If the Client does not receive a communication that he would normally expect to receive, the above period to notify the Bank shall commence on the date on which such communication would ordinarily have been received or made available in his electronic mailbox.

**If no complaint or objection is made in writing to Lombard Odier within the above period of thirty days, the transactions carried out by Lombard Odier, as well as the account statements, advice notices and other communications issued by it, shall be deemed to have been approved by the Client. The Client shall not be entitled to dispute them or claim any compensation as a result.**

## Art.15 Limitation on compensation

The compensation that the Client may claim from the Bank due to an order not being executed or being badly executed or executed on the basis of instructions from an unauthorised person shall be limited in all circumstances to the amount directly lost as a result of this fact. No compensation shall be payable for any indirect loss or damage (including lost profits).

# III. Accounts and custody accounts

## Art.16 Current accounts

Lombard Odier shall decide at its sole discretion when the balance on current accounts is set.

Any amounts received or transfers executed by Lombard Odier shall be credited to or debited from (within the limits of the amount available or the credit granted) the account in the corresponding currency, or, in the absence of an account in such currency, in the valuation currency, unless specified otherwise. The same rule shall apply to securities income and redemptions. Fees shall be debited in the valuation currency unless the Client instructs otherwise.

If orders are given for a total amount that exceeds available funds or agreed credit limits, Lombard Odier shall decide, at its sole discretion, which orders to execute, whether in full or in part, regardless of the date on which they are issued to, and received by, Lombard Odier. Likewise, the Bank is authorised to cover any debit balance by using the available sums in other currencies or in other accounts held by the Client.

## Art.17 Refusal to perform Client instructions

Lombard Odier reserves the right to refuse to credit / debit an amount or an asset to/from the account of the Client, or to refuse to carry out any other Client instruction or transaction on the account, in particular (i) due to any legal, regulatory, tax or operational reason, (ii) due to the nature of the underlying, or (iii) due to the identity, nationality or domicile of the principal or the counterparties involved in the transaction. This right of the Bank shall apply in particular if there is a risk of a breach of the anti-money laundering regulations or of official sanctions (irrespective of whether these sanctions have been implemented in Switzerland) or if the SWIFT (Society for Worldwide Interbank Financial Telecommunication) message or any other instruction received is incomplete or inaccurate.

The Bank further reserves the right to refuse to credit / debit an amount or asset to/from the Client's account, or to decline to execute the Client's instructions during periods when it is seeking clarification in accordance with the applicable regulations.

In the event that it declines to credit funds or assets, Lombard Odier shall be authorised to return them to the counterparty, unless they are blocked by law or by a competent authority.

The Client shall be solely liable (fully releasing the Bank from any liability) for any damages or other consequences arising from the application of this article by the Bank.

## Art.18 Credits subject to collection

Credits to the Client's account shall be subject to collection. If Lombard Odier does not definitively receive cover for the credit, or if it is subsequently debited, Lombard Odier may debit the Client's account with the amount or assets previously credited.

The Client authorises Lombard Odier to debit from his account any amounts or assets credited in error or for which Lombard Odier has not received cover, even if the account balance has been expressly or tacitly acknowledged.

The Client agrees to inform Lombard Odier immediately if any amounts or assets have been credited to his account in error.

The Client may not contest a claim for reimbursement made by Lombard Odier on the grounds that he has already disposed of the asset or the amount credited.

In accordance with the provisions of the European Central Securities Depositories Regulation (CSDR), late settlement penalties may respectively be payable or receivable, by the parties to a transaction. In this context, Lombard Odier keeps the penalties received for late settlement since it assumes the risk of late settlement by its counterparty and pays the penalties due, while reserving the right to request indemnification from the Client, when the penalty payable is caused by the Client's fault.

## Art.19 Assets in an open custody account

Lombard Odier shall keep the Client's assets in custody.

Lombard Odier shall be authorised, in its own name but on behalf and at the risk of the Client, to deposit such assets with third parties, particularly sub-custodians, account holders, registrars, clearing houses, fund administrators, brokers or traders in Switzerland or abroad. In such cases, these third parties shall be responsible for the custody and management of the assets, in accordance with the rules and customs of the respective markets.

**The Client agrees that some or all of his assets may be deposited with the aforementioned third parties in Switzerland or abroad, which may not be subject to adequate supervision but which the Bank has selected exercising the customary diligence based on the information in its possession, without any additional liability for Lombard Odier.**

A list of Lombard Odier's sub-custodians and banking correspondents may be provided to the Client on request.

## Art.20 Valuation of the Client's assets, financial instruments and positions

The valuation of the assets shall be based on prices emanating from the customary sources of banking information. This valuation shall be purely indicative and entail no liability on the part of the Bank.

## Art.21 Client's responsibilities

The Client is responsible for taking the necessary measures to safeguard his rights regarding assets held in custody, in particular to give in proper time any order to exercise or sell subscription rights, to exercise option rights, or to pay for a share that is not fully paid up or to carry out a conversion. In the absence of any instructions from the Client, Lombard Odier may act in accordance with the Client's presumed intentions, but Lombard Odier will not be liable for such action.

**The Client hereby confirms to Lombard Odier that he shall not institute or contribute to judicial, administrative or civil proceedings before Swiss or foreign authorities in which he might have an interest as a holder of securities or of units of investment vehicles (bankruptcy, composition, collective procedures, class actions or other procedures). Lombard Odier shall not take part in such proceedings in any capacity.**

**As a result, the Client releases Lombard Odier from the obligation to transmit to the Client all information related to the Client's rights in respect of the deposited assets.**

## Art.22 General meetings and representation of the Client

Lombard Odier does not send the Client any information, proxy forms or invitations to general meetings of companies whose securities it holds on the Client's behalf. However, where the Bank acts as custodian without a management mandate it will make available to the client the notifications of such meetings for companies domiciled and listed in a member state of the European Economic Area.

In any event, Lombard Odier does not represent the Client at ordinary or extraordinary general meetings and does not exercise the voting rights relating to the shares deposited with it.

Notwithstanding the foregoing, the Client grants Lombard Odier a power of representation at ordinary and extraordinary general meetings of the Lombard Odier group collective investment vehicles of which Lombard Odier holds units in custody on behalf of the Client. Communications relating to such ordinary and extraordinary general meetings are published in the official publications of each collective investment vehicle. If the Client does not provide any instructions to the contrary in good time, Lombard Odier shall vote in favour of the proposals of the board of directors of said vehicles.

## Art.23 Assets in a closed custody account

Objects entrusted to Lombard Odier for safekeeping in a closed custody account must be placed in an envelope or a parcel that has been sealed in such a way that it is impossible to open it without breaking the seal. Such custody accounts may only contain objects or documents, with the exception of objects that are inflammable, dangerous, fragile, perishable, not legally authorised or that are not suitable for storage in bank premises for other reasons. The Client shall be liable for any loss or damage resulting from the deposit of unauthorised objects.

Lombard Odier is entitled to enquire about the nature and value of the objects deposited and, where appropriate, to ask the Client to provide evidence. Lombard Odier may refuse to receive some or all of the objects for deposit without having to justify its decision. If the objects deposited are very valuable, the Client must notify Lombard Odier.

Lombard Odier shall not accept any obligations other than to take the usual security measures to protect its premises from such events as theft or fire, and is not required to provide any specific security measures.

The Client shall be responsible for insuring deposited objects. At the express request of the Client, Lombard Odier may arrange such insurance for the Client at his expense.

**Except in the case of gross negligence or wilful misconduct, Lombard Odier shall not be liable for any damage to the objects deposited. In particular, it shall not be liable for deterioration due to temperature or atmospheric factors, such as humidity or dry air. In case of gross negligence or wilful misconduct, the Client shall be responsible for proving any loss and damage. In any event, the extent of any obligation on the part of Lombard Odier to compensate for any loss and damage shall be limited to the value declared by the Client at the time of the deposit.**

Where deposited objects are withdrawn, the receipt signed by the Client shall be deemed to release Lombard Odier from all liability.

## Art.24 Assets in foreign currency

Foreign currency balances held by the Client are usually deposited with Lombard Odier's correspondents in the monetary area in question, on behalf of Lombard Odier, but at the sole risk of the Client. These assets are subject to rules, duties, taxes, restrictions and other applicable measures in the respective countries. As a result, Lombard Odier may discharge its obligations towards the Client by making his assets available to the Client in accordance with the procedures set out by the rules of the monetary area or the country in question.

# IV. Transactions

## Art.25 Transactions in financial instruments

In carrying out the Client's orders to buy or sell securities and financial instruments, including derivatives, Lombard Odier can act as commission agent or principal. Lombard Odier shall in all cases ensure the best execution of the Client's orders in accordance with its order execution policy, which is available on its website [www.lombardodier.com/legal/ch](http://www.lombardodier.com/legal/ch).

When acting as commission agent, Lombard Odier executes transactions on its own name, but on behalf of and at the exclusive risks of the Client. This will be in principle the case for transactions in securities and derivatives that are listed or negotiated on a regulated market; the rules and customs of the various markets on which such orders are executed remain applicable. Unless otherwise separately agreed with the Client, the Bank shall select the counterparty.

Where market restrictions are such that the Client's orders cannot be executed efficiently on the same day, the Client's account shall be debited progressively on the day(s) of their execution. However, the Bank shall have the option of executing the Client's orders according to a process of accumulation, in which case the Client's account shall be debited after the (partial or full) execution of the order at the weighted average price, taking into account any financing costs associated with the transaction. In any event, the Client shall remain bound by the initial transaction amount, provided the instruction is not fully executed or cancelled.

When acting as principal, Lombard Odier and the Client are bound by a sale agreement. This may be the case for transactions in currencies, OTC derivatives or when Lombard Odier is the issuer of the structured product subscribed by the Client. The Client accepts that, in such case, Lombard Odier shall not be remunerated in the form of a commission, but by a margin between the price at which it carries out the transaction and the price applied to the Client, which remunerates Lombard Odier's risk. This margin shall be entirely for the benefit of the Bank.

The Client shall familiarise himself with the investment restrictions and ensure that he is eligible to invest in a given asset before submitting any instructions to Lombard Odier.

The Client shall bear all charges and taxes relating to the transactions carried out on his account.

## **Art.26 Hedging transactions related to derivative transactions**

Lombard Odier may carry out hedging transactions with counterparties relating to transactions concluded between Lombard Odier and its clients. The Client accepts that:

- Lombard Odier takes into account market practices and any adjustments made by its counterparties in derivative transactions and reserves the right to unilaterally amend the contractual terms of the Client's current transactions to reflect these adjustments;
- the legal and financial consequences arising from framework agreements entered into by Lombard Odier and its counterparties, especially with respect to the liquidation of transactions, have consequences on the transactions between the Client and Lombard Odier.

**The Client shall not assert any claims against Lombard Odier's counterparties, whether Lombard Odier acts as a commission agent in a commission agreement or as a counterparty in a sale agreement, and waives all rights of subrogation.**

## **Art.27 Information about risks**

The characteristics and risks of some types of transaction are described in the "Risks Involved in Trading Financial Instruments", brochure issued by the Swiss Bankers Association. Transactions with standardised and non-standardised derivatives / structured products and with investment funds with specific risks are outlined in a supplementary information document from the Bank entitled "Risks brochure". These two brochures are sent to the Client and can be found on the website [www.lombardodier.com/legal/ch](http://www.lombardodier.com/legal/ch). The Client acknowledges and accepts these risks.

## **Art.28 Client's objections**

The Client shall notify Lombard Odier of any errors relating to the execution of a transaction within two bank business days of the conclusion of the transaction.

## **Art.29 Notification obligations**

The Client is solely responsible for taking all the necessary measures to comply with Swiss or foreign legal obligations concerning the securities he holds in custody with Lombard Odier, such as for instance the duty of disclosure towards issuers, markets and authorities, in particular with respect to the transactions in financial instruments, the breach of disclosure thresholds as well as management transactions. Lombard Odier is not required to draw the Client's attention to such notification obligations.

## **Art.30 Blocking of underlying assets**

By issuing instructions to sell a covered call (call option) or a covered put (put option), the Client transfers to Lombard Odier, as a guarantee, ownership of the respective underlying securities or of the required cash to cover the transaction. This transfer of ownership as a guarantee shall remain in place for as long as the Client's position remains open. Furthermore, the Client authorises Lombard Odier to transfer these securities to any corresponding market or clearing house.

## **Art.31 Transactions subject to a margin call**

Should the Client instruct Lombard Odier to execute a transaction subject to a margin call (e.g. sale of call and put options, purchase / sale of financial futures, forwards, as defined in the Risks brochure), initial cover corresponding to the margin of cover required (hereinafter the "**Initial Margin**") must be provided by the Client to Lombard Odier, either by pledging or transferring ownership of assets accepted as a guarantee by Lombard Odier, or by using a credit limit granted by Lombard Odier up to the amount of this margin. The collateral shall be valued in accordance with Lombard Odier's principles regarding pledges.

The Initial Margins shall be set by Lombard Odier and may be adapted, at any time and without notice, as a result of market evolution, market volatility or applicable regulations.

In the event that the value of the collateral transferred to Lombard Odier in accordance with the provisions above does not cover the Initial Margin set by Lombard Odier (particularly as a result of losses on a transaction) or if Lombard Odier deems, at its own discretion, that the value of said collateral could no longer be sufficient to cover its claims against the Client, the latter shall be obliged to make additional payments (hereinafter the **"Supplementary Margin Call"**). In such cases, the Client agrees to re-establish the total cover margin in full within one bank business day following the margin call.

The Client expressly acknowledges that the period of one bank business day specified above shall begin on the date the request is made by Lombard Odier whatever mean of communication is used.

If, for whatever reason, the Client does not meet the Supplementary Margin Call within the period specified above, Lombard Odier claims shall immediately fall due and the Bank shall be authorised, at its own discretion and without further formalities or prior notice, to immediately liquidate all or part of the Client's open transactions and/or sell all or part of the assets pledged as collateral by the Client. Lombard Odier shall also be entitled, at its own discretion and without incurring any liability for the possible consequences of its decision, to postpone the measures described above by debiting the Client's current account.

The collateral owed to Lombard Odier may be separated from the remaining assets held by the Client in an account or sub-account of the Client opened for this purpose, and shall remain blocked for the duration of the transaction. Unless otherwise agreed by Lombard Odier, the Client is not authorised in any way to dispose of this collateral until the maturity date or the unwinding of the transaction.

## Art.32 Closing of derivatives transactions

With regard to long positions of in the money options (as defined in the Risks brochure):

- if cash settlement is required: Lombard Odier is authorised to exercise the positions on the maturity date of the option, unless otherwise instructed by the Client no later than two bank business days before this date.
- if physical delivery is required: Lombard Odier is authorised, two bank business days before the maturity date and without notifying the Client in advance, to:
  - block the corresponding positions if the Client has (i) sufficient liquidity in the case of a long call position or (ii) the underlyings in the case of a long put position, or
  - sell the option position if the Client does not have (i) sufficient liquidity in the case of a long call position or (ii) the underlyings in the case of a long put position.

This provision shall also apply to long positions on futures with physical delivery (e.g. interest rate and commodity futures) and, more generally, to all contracts with physical delivery.

## Art.33 Netting of payments

In the event that amounts denominated in different currencies are payable on the same date, both by Lombard Odier and by the Client, Lombard Odier may decide at its sole discretion to net the transactions, to the extent that only the net amount due shall be payable by the party that owes the highest amount to the other party.

The net amount due calculated by Lombard Odier is deemed to be exact, final and binding for Lombard Odier and the Client, except in cases of obvious error by Lombard Odier. All amounts thus calculated and payable in a currency other than the Swiss franc shall be converted into Swiss francs at the exchange rate applicable at the time, as determined by Lombard Odier.

## Art.34 Liquidation of derivatives transactions

Lombard Odier is authorised to liquidate immediately, without prior notification to the Client, all or part of the Client's transactions if any of the following should occur:

- the Client is late in fulfilling a payment or delivery obligation;
- the Client is in breach of an obligation provided for in the General Terms and Conditions, in particular the obligation to meet a margin call outlined in article 31 above;
- the Client is in breach of a legal or contractual obligation towards Lombard Odier;
- the Client requests the termination of his business relationship with Lombard Odier and/or the transfer of the majority of his assets;
- the Client becomes insolvent, loses the capacity to exercise his legal rights, is declared bankrupt, or his financial capacity is, at the discretion of Lombard Odier, significantly affected;
- "netting" (as defined in the Risks brochure) has been carried out, as defined in the framework agreement concluded between Lombard Odier and the counterparty concerned (specifically the bankruptcy of or payment default by the counterparty), which leads to the early liquidation of all or part of the transactions concluded by Lombard Odier with the counterparty concerned;

- If, due to derivatives transactions, the Bank and/or the Client become subject to certain legal requirements (such as an obligation to enter into an agreement concerning the exchange of variation margin) that are not fulfilled in the relevant case;
- the Bank receives a communication from a Swiss or foreign authority requesting information on the account or it files a report to the competent authorities.

## Art.35 Liquidation value

In the event that one or more transactions are liquidated early, all obligations (due and not yet due) that have not yet been fulfilled within the scope of these transactions are cancelled and replaced by the obligation to pay a liquidation value.

The liquidation value represents the replacement value of the liquidated transactions (i.e. the amount needed to enter on the date of early liquidation into a transaction with identical characteristics to those of the liquidated transactions), plus any outstanding amount owed but not paid by the Client within the scope of these transactions, less any outstanding amount due but not paid to the Client within the scope of these transactions.

The liquidation value calculated by Lombard Odier shall be deemed to be exact, final and binding for Lombard Odier and the Client, except in cases of obvious error by Lombard Odier. Any amount calculated which is payable in a currency other than the Swiss franc shall be converted at the exchange rate applicable on the date of early liquidation, as determined at Lombard Odier's discretion.

The liquidation value thus calculated shall be payable to/by the Client within three bank business days following notification by Lombard Odier. Nevertheless, Lombard Odier shall be entitled to offset its obligation to pay a liquidation value with any other claim that it has against the Client, regardless of their legal nature, due date or currency and without taking into account any collateral which may exist.

If the amount of a claim is not known, Lombard Odier can, while demonstrating due diligence, estimate the amount of this claim and offset its obligation to pay a liquidation value with the amount of the estimated claim, subject to the necessary adjustments being made once the amount of the claim is known.

## V. Waiver of banking secrecy and data protection

### Art.36 Principle

**Within its relationship with Lombard Odier, the Client shall release Lombard Odier from its obligation to maintain banking secrecy:**

- **to enable the Bank to fulfil the legal, regulatory and/or contractual obligations in Switzerland or abroad, the obligations arising from business relationships conducted with the Client or in relation to transfers or transactions on/assets in the account; or**
- **to safeguard the legitimate interests of Lombard Odier and/or the Client, in particular:**
  - **if the Bank is the subject of judicial, civil, administrative or criminal measures or proceedings filed in Switzerland or abroad in connection with business relationships conducted with the Client or with transactions / assets in the account.**
  - **if the Bank decides to carry out any investigation to corroborate information about the Client or their account; or**
  - **if the Bank decides to take any action to preserve the rights of the Bank and/or the Client in connection with business relationships conducted with the Client or with transactions / assets in the account.**

**In such cases, Lombard Odier shall be entitled both during and after the end of the contractual relationship to communicate, without informing the Client, all information and documents, including information and documents pertaining to the Client, the Beneficial Owner and any power of attorney holders.**

**The Client shall waive the rights arising from any data protection regulations applicable to the information thus transmitted. In all cases, the Client confirms that approval was obtained from the persons concerned, including the Beneficial Owner, in this respect.**

**The Client accepts that the Bank may use any communication method to transmit such information and documents. In addition, the Client notes that the data thus transmitted in Switzerland or abroad shall fall outside the Bank's control and the scope of Swiss banking secrecy and data protection legislation.**

**The waiver of the banking secrecy and of the right to data protection apply particularly in the situations mentioned in the following articles.**

## Art.37 Data processing and provision to third parties

Lombard Odier is authorised to collect and process the Client's personal data, electronically or by any other means, in particular to meet its due diligence obligations, perform all transactions, manage or administer the account, or for credit assessment and statistical analysis.

**The Client expressly acknowledges that the data processed by Lombard Odier may also be used by all other companies or entities affiliated with Lombard Odier, in Switzerland or abroad, insofar as these companies are involved in the execution of the Client's orders or the safekeeping, analysis or management of his assets, without Lombard Odier having to inform the Client.**

Further information on the processing of personal data by the Bank and updates relating thereto can be found on the website [www.lombardodier.com/privacy-policy](http://www.lombardodier.com/privacy-policy).

In addition, if the Client instructs Lombard Odier to make data and information regarding his account (hereinafter the "Data") available to third parties (including an agent), he consents to the Data being made available to third parties and therefore to the Data leaving the Bank. The Client further acknowledges and accepts that Lombard Odier has no influence over the use, processing or storage of the Data by the third party, either in Switzerland or abroad, and that the Bank assumes no liability in this regard. The Client thus agrees that adherence to the applicable legal and contractual requirements is the sole responsibility of the third party.

## Art.38 Tax information

**The Client is advised that pursuant to international agreements to which Switzerland is a party, the name of the Client and of the Beneficial Owner, their tax identification numbers (TINs) and details of their assets, income and other information may, on request or automatically, be disclosed to competent authorities outside Switzerland, including tax authorities.**

## Art.39 Electronic transfers

The Client acknowledges that Lombard Odier is obliged to include information identifying the Client (surname, name, address and account number, depending on the case) in electronic messages used to transfer assets.

**At international level, and sometimes within Switzerland, client data will be exchanged and will be the subject of requests for information in respect of payments, securities transactions and other transactions. These data are exchanged, in particular, via SWIFT; they are held outside Switzerland, and are not subject to Swiss legislation. Foreign authorities have access to such data under the applicable legislation where the data is held.** Additional information can be found on the Swiss Bankers Association (SBA) website, notably in the brochure entitled "Information from the SBA regarding the disclosure of client data and other information in international payment transactions and investments in foreign securities".

Lombard Odier shall assume no liability if a transfer is blocked by a correspondent bank, particularly in accordance with rules governing the prevention of money laundering or the financing of terrorism, or with sanctions to which the correspondent bank is subject. It is the Client's responsibility to assert his rights directly against other parties.

**The Client acknowledges that correspondent banks, central banks and trade repositories, in Switzerland and abroad, may request information on the Client, the Beneficial Owner and the transactions executed.**

## Art.40 Transactions / custody of assets: data transmission and disclosure thresholds

**The Client accepts that Lombard Odier discloses to the below-mentioned third parties documents and personal data (such as name, address, date of birth, nationality(ies), LEI, client classification and nature of activities) relating to the Client and/or the Beneficial Owner and/or any power of attorney holder(s), documents and data regarding the transactions carried out or the assets held in custody, and all other information related to the account. Such disclosure may be made in particular within the framework of investments in securities, currencies or financial instruments (including derivatives) that are issued, listed, traded or held in Switzerland or abroad, or of collective investment vehicles.**

These transparency requirements may arise from Swiss or foreign regulations, from market practices or from the terms and conditions of issuers or other parties. Additional information can be found on the Swiss Bankers Association (SBA) website, notably in the brochure entitled "Information from the SBA regarding the disclosure of client data and other information in international payment transactions and investments in foreign securities".

**These documents and data may be disclosed to the competent Swiss or foreign authorities, the issuers of the securities or products, local custodian banks, central banks, brokers, stock exchanges, Swiss or foreign transaction registers, central trade repositories, any other third party designated by the applicable legal and contractual provisions, or companies or structures whose shares or units are acquired by the Client.**

However, the Client should be aware that he/she is solely responsible for disclosure notifications to companies under the applicable regulations as well as for reporting any threshold breaches in accordance with the applicable stock market regulations. The Client shall respect the position limits imposed by the markets, supervisory authorities and applicable regulations in relation to his overall position and regardless of whether the transactions are conducted via one or more banks and, if necessary, report any crossing of the disclosure thresholds stipulated under the applicable regulations. Lombard Odier accepts no liability in this regard.

## Art.41 Segregated accounts

Local regulations may require Lombard Odier, in addition to the duty to disclose confidential information, to open a segregated account with a sub-custodian or a local broker for each investor in the given country. In this case, the Client agrees to submit and/or sign all the required documentation. The administrative steps required to open a segregated account may cause delays in executing orders.

## Art.42 Outsourcing

In accordance with the applicable banking laws and regulations, Lombard Odier has the right to delegate, either provisionally or for a longer period, to one or more companies or entities affiliated with Lombard Odier or to third-party companies, in Switzerland or abroad, certain services forming part of its banking activities, IT activities (particularly with respect to the development, support, testing and administration of systems and applications, IT security, cloud services), the trading and management of financial assets, portfolio reconciliation and portfolio performance and risk analysis.

These services may involve the transfer of data relating to the Client or the account to an entity affiliated with Lombard Odier or a third party company, in Switzerland or abroad.

# VI. Right of lien and set off

## Art.43 Right of lien and set off

**The Client grants Lombard Odier a right of lien on all assets, securities and claims** which i) Lombard Odier or its correspondent banks currently hold or which they could hold in future for the Client, or ii) are or will be booked or retained directly or indirectly by Lombard Odier, or iii) for which Lombard Odier is or will be the debtor.

This right of lien applies to all of the Client's assets, present or future, whatever the currency of denomination, including cash, balances on accounts, claims, intermediated securities, securities and all future rights connected therewith, precious metals, all rights not incorporated in negotiable instruments and rights in relation to securities lending. The right of lien also covers assets located in a safe deposit box or deposited in an open or closed custody account.

**This right of lien shall be granted as a guarantee for any claims** of capital, interest and fees, current or conditional, present or future and regardless of due date, maturity date or legal basis, which Lombard Odier holds or may hold in the future against the Client arising from their business relationship or from the infringement of the Client's obligations, in particular claims resulting from loans, other contractual relationships or claims based on a right of recourse, claims based on unjust enrichment or damages, or resulting from the violation of the Client's legal or contractual obligations, including those contained in the General Terms and Conditions.

Lombard Odier reserves the right, without being obliged to do so, to manage the pledged claims, securities and other rights, and in particular to request payment as if it were the holder. The Client hereby assigns to Lombard Odier any claims or securities that are not in bearer form or endorsed in blank or incorporated in negotiable instruments.

If Lombard Odier deems that the value of the assets pledged is not sufficient to cover its claim, it is entitled to set a deadline to the Client to make up the cover, failing which Lombard Odier shall be entitled to sell all or part of the Client's assets, even if the guaranteed claims are not due or outstanding, and to demand immediate payment of all or part of its claims, regardless of their maturity date.

If the Client fails to repay his debt when Lombard Odier claims become due, Lombard Odier is also entitled to set a deadline to the Client to repay his debt, failing which Lombard Odier shall be entitled to sell all or part of the Client's assets.

In any cases, Lombard Odier shall be entitled to sell all or part of the Client's assets without having to resort to the enforcement procedure prescribed by law, in whichever manner, sequence and time suitable for Lombard Odier, on an exchange and/or OTC, until the amount of the claim has been fully reimbursed, including interest, commissions, fees and all ancillary costs. In all cases, Lombard Odier shall decide at its own discretion against which claim to apply amounts received from the sale of the assets.

Additionally, Lombard Odier is entitled to purchase itself the pledged assets at their market value provided it can be ascertained.

**Lombard Odier is also entitled to set off the amounts credited and debited to the Client's various accounts against each other, regardless of whether they are denominated in the same or different currencies and without taking into account their respective maturity dates.** The right of set off covers claims that Lombard Odier holds or may hold in future against the Client arising from business

relationships between Lombard Odier and the Client or from the infringement by the Client of his legal and contractual obligations as specified in para. 3 above. The Client may only exercise a right of set off against Lombard Odier insofar as his claim against Lombard Odier results from a final and enforceable judgement.

These rights are without prejudice to any other right or guarantee that may have been granted to Lombard Odier.

## VII. Remuneration

### Art.44 Rates and fees

Lombard Odier is authorised to debit from the account of the Client the fees, commissions, interest, custody and brokerage fees and other charges in accordance with the rates provided to the Client.

Lombard Odier reserves the right to bill the Client for its services and those of its correspondent banks on a lump-sum basis.

Lombard Odier shall debit interest, commissions and standard or agreed fees, as well as taxes, on a periodic basis. It also reserves the right to alter its interest rates and its fees at any time.

The Client is required to reimburse Lombard Odier for any other costs arising from services rendered by Lombard Odier, including remuneration for required services provided by professional advisers, sub-agents or sub-custodians.

### Art.45 Payments received from or paid to third parties

**The Client authorises Lombard Odier to receive pecuniary or other benefits from third parties in relation with the services provided by Lombard Odier to the Client, and accepts that such benefits are earned by Lombard Odier as supplementary remuneration. The Client expressly waives all rights to reimbursement of this remuneration, including all remuneration received in the past.**

**Should Lombard Odier receive such remuneration from third parties, the amount may vary according to the type of product and total assets deposited. The usual scale is as follows, as a percentage of the amount invested in the relevant financial instrument on an annual basis: (1) money market funds from 0% to 0.25%; (2) bond funds from 0% to 1.00%; (3) equity funds from 0% to 1.25%; (4) alternative funds from 0% to 1.00%; (5) exchange traded funds from 0 to 0.25%; (6) structured products from 0% to 2%<sup>(1)</sup>. Lombard Odier informs the Client of the total amount of any remuneration received from third parties once per year.**

Additionally, the Client accepts that Lombard Odier shall pay pecuniary benefits to external asset managers. These benefits shall represent a percentage of the net income generated for the Bank over the year by the relevant account and may include all or part of the following income: (1) a distribution fee of 0% to 2% on structured products; (2) 20% to 50% of custody fees and administration fees, exchange and fund brokerage fees, fiduciary fees, margins on forex transactions, transactions involving precious metals; (3) up to 100% on income from OTC transactions. In addition, Lombard Odier may also pay external asset managers between 0.15% and 0.5% of net new money from clients (referral commission) or between 0.3% and 0.5% of client's assets held with Lombard Odier during one year (loyalty commission).

The Client further accepts that Lombard Odier shall remunerate business introducers for introducing a new client. This remuneration shall constitute a percentage (between 15% and 50%) of the income generated for the Bank over the year from the relevant account.

The provision of information on the remuneration paid by the Bank shall be the responsibility of the payment recipient, i.e. the external asset manager or the business introducer concerned.

The Client acknowledges that this remuneration may create potential conflicts of interest. The Client is invited to refer to the Article entitled "Conflicts of interest, selection of financial instruments and best execution of orders" in this regard. **The Client's right to request information from Lombard Odier on the benefits received or paid by Lombard Odier shall expire after a period of 12 months following the payment of the benefit.**

<sup>1</sup> The scale of the remuneration received from third parties is calculated by multiplying the maximum percentage indicated by the amount invested in the product concerned. For example, if a portfolio with a total value of CHF 1,000,000 is invested 30% in equity funds and 20% in exchange traded funds, Lombard Odier may receive up to CHF 4,250 per year in remuneration from third parties (i.e. CHF 300,000 x 1.25 + CHF 200,000 x 0.25%). This amount does not include other commissions received by the Bank in the form of, for example, custody fees or brokerage fees.

## VIII. Final provisions

### Art.46 Document storage

The Client agrees that the Bank may digitise documents and then destroy the paper version, so as to only retain them in electronic format. The Bank shall not incur any liability in connection with the destruction of the originals and the Client accepts the probative value of the documents digitised by the Bank, in particular in the context of civil and criminal proceedings.

### Art.47 Termination of business relationship

Lombard Odier and the Client may terminate their business relationship at any time and with immediate effect, in which case Lombard Odier reserves the right to cancel all credit lines and declare all its claims due with immediate effect, even if the claims are subject to a term or to specific agreements.

Notwithstanding Articles 35 and 405 of the Code of Obligations, the contractual relationships between the Client and Lombard Odier, especially any mandates granted, shall not end following the death, legal incapacity or bankruptcy of the Client.

The Client agrees not to give orders to initiate new transactions from the time Lombard Odier notifies the Client that it wants to terminate the business relationship. The Client may only issue instructions that are necessary to close the account. If the Client gives an order, the Bank shall not be obliged to execute it.

If the Client does not provide the necessary instructions to close the account within the period specified at the Bank's discretion, Lombard Odier shall be authorised to sell all the Client's assets, convert them into a single currency chosen by Lombard Odier and discharge all its obligations by sending a cheque made out to the order of the Client to his last known address, or by any other means that Lombard Odier shall deem appropriate.

**If the Bank terminates the business relationship with the Client and the Client holds non-liquid and/or non-transferable investments, the Bank reserves the right, at its own discretion, to purchase these investments for its own account or to sell them to third parties at their net asset value (NAV) or at the price it is possible to achieve on the market, less the fees incurred by the Bank. The Client understands and accepts that this transaction may be carried out at an inopportune moment and/or lead to significant losses, depending on the prevailing market conditions.**

### Art.48 Agents of the Client

All provisions in these General Terms and Conditions that include an authorisation from the Client or a waiver of a legal provision by the Client shall also apply to the Client's agents.

The Client shall be liable, without limitation, to the Bank for the acts and omissions of his agents.

### Art.49 Public holidays

In all relationships with Lombard Odier, Saturday is deemed an official public holiday.

### Art.50 Right to amend the General Terms and Conditions

Lombard Odier reserves the right to amend these General Terms and Conditions at any time. Amendments shall be communicated to the Client in writing or by any other appropriate means. If no objection is received within thirty days, the amendments shall be deemed to have been approved.

### Art.51 Applicable law, place of jurisdiction, place of performance and place of debt collection

**All legal relationships, irrespective of their basis, between the Client and Lombard Odier shall be governed exclusively by Swiss law. The exclusive place of jurisdiction for all disputes and place of performance for all obligations shall be the registered office of Lombard Odier or of its branch. In the case of clients whose domicile or registered office is abroad, the place of debt collection shall be the registered office of the Bank or of its branch (special domicile according to Article 50 paragraph 2 of the Swiss Federal Law on Debt Collection and Bankruptcy). However, Lombard Odier reserves the right to institute proceedings at the place of domicile or registered office of the Client or at any other court having jurisdiction. The right of appeal to the Swiss Federal Supreme Court is reserved.**



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