

CFM INDOSUEZ
WEALTH MANAGEMENT

Architects of Wealth

FEDERAL FINANCIAL SERVICES ACT (FINSA)

INFORMATION INTENDED FOR
CFM Indosuez Wealth clients

This document contains general information about CFM Indosuez Wealth (the “**Bank**”) and summarises, broadly speaking, the important elements of the Swiss Federal Financial Services Act (“**FinSA**”) relevant to the business relationship between the client and the Bank. Account managers are available for further information.

This document is intended only for Clients residing in Switzerland (hereinafter: Clients in Switzerland). The document contains information that may change over time. The Client may access the latest version of the information at any time via the Bank’s website: www.monaco.ca-indosuez.com.

1. GENERAL INFORMATION

1.1 INFORMATION ABOUT THE BANK

CFM Indosuez Wealth is a company incorporated in the Principality of Monaco, having its registered office at 11 Bd Albert 1^{er}, Monaco, the object of which is to operate a bank for private Monegasque and foreign clients, including Swiss clients. Its activities particularly include portfolio management on behalf of third parties, order reception and transmission on behalf of third parties, advice and assistance in portfolio management on behalf of third parties and in order reception and transmission on behalf of third parties, management of collective investment undertakings governed by foreign law, activities governed by Law no. 1.338 of 7 September 2007 on Financial Activities and by Sovereign Order no. 1.284 of 16 September 2007 implementing the law and which are subject to FinSA in Switzerland.

CFM Indosuez Wealth is authorised as a credit institution by the Monaco Financial Activities Supervisory Commission (CCAF) and by the French Prudential Supervision and Resolution Authority (ACPR) and subject to their supervision. This status allows it to carry out any banking activity and provide the above-mentioned investment services.

CFM Indosuez Wealth is not subject to FINMA supervision, particularly regarding its relations with clients in Switzerland. Since the Bank is not an institution governed by Swiss law, it is not affiliated to the Swiss system of self-regulation of deposit guarantees. However, the Bank is a member of the Deposit Guarantee and Resolution Fund (FGDR) created by the French Law of 25 June 1999 (see Art. 6.5 of the General Terms and Conditions¹).

In accordance with FinSA, only Client Advisors registered in an Advisor Register may actively serve Clients in Switzerland. The Bank will provide more details regarding this registration at the Client’s request.

The Bank’s contact details are as follows:

CFM Indosuez Wealth
11 Boulevard Albert 1^{er}
98000 Monaco
Telephone: + 377 93 10 20 00
Website: www.cfm-indosuez.mc

1.2 MEDIATION BODY

In accordance with Art. 77 FinSA, the Bank is affiliated with the following Mediation Body:

Swiss Banking Ombudsman
Bahnhofplatz
PO Box
CH-8021 Zurich
Telephone: +41 21 311 29 83 (Français / Italiano); +41 43 266 14 14 (Deutsch / English)
Website: <http://www.bankingombudsman.ch/>

9

Client satisfaction is the priority of the Bank and its account managers. In the event of a complaint from a client, they will make every effort to find a satisfactory solution.

¹ References are to the General Terms and Conditions in force on 1 March 2022.

However, if no satisfactory solution can be found, the Client in Switzerland may contact the Mediation Body indicated.

The procedure before the Mediation Body is confidential, inexpensive or free, and takes place in an official Swiss language or in English, at the choice of the Client. The Mediation Body shall take appropriate measures to conduct the mediation, unless it is immediately apparent that the mediation has no chance of success. If no agreement can be reached or if the search for an agreement seems doomed to failure, the Mediation Body may send its own material and legal assessment of the dispute to the parties, based on the information at its disposal, and include this in its communication closing the proceedings. Said communication is not binding on the parties. Filing a mediation request does not prohibit the Client from bringing a direct civil action against the Bank. The Client may also bring a direct civil action after receipt of the communication closing the mediation proceedings. In that case, the Client is reminded that the applicable jurisdiction and law continue to be governed by the contractual documents (Art. 6.10 and 6.11 of the General Terms and Conditions) or, alternatively, by the national law of the Bank's registered office. The Client is referred to the website of the Mediation Body for further information.

2. IMPORTANT ELEMENTS OF FINSA

2.1 INTRODUCTION

FinSA is part of the new Swiss financial market surveillance architecture. Its aim is to protect clients of financial service providers and set comparable requirements for the provision of financial services, and thereby contribute to the reputation and competitiveness of the Swiss financial centre. It also regulates the offering of financial instruments.

This law is applicable to financial services actively provided to Clients in Switzerland. Under FinSA, a client relationship exists when the financial service is offered, even if there is no contractual relationship between the Bank and the client.

As an establishment located in the Principality of Monaco and actively offering financial services (within the meaning of FinSA) to Clients in Switzerland, the Bank is required to comply with both Monegasque regulations in the offering and provision of financial services and FinSA rules, limited to the Clients concerned.

The following paragraphs are intended to give the Client an overview of certain constraints resulting from FinSA. This list is purely indicative.

2.2 CLASSIFICATION OF CLIENTS

FinSA establishes an obligation to classify clients in one of the following three categories:

- **Private clients.** The Bank classifies as private clients all individuals, small and medium-sized enterprises, private investment structures without a professional treasury and, more generally, all clients that are not professional/institutional clients. Important information about product risks must be communicated to them, for example via a key information document (Basic Information Sheet (BIS) or Key Information Document (PRIIPs KID)). The investment universe is generally limited to products designed or authorised for marketing to private clients. Without the Bank's information to the contrary, the Bank's clients will be classified, providing them with the highest level of protection once FinSA is implemented.
- **Professional clients.** Large companies and pension institutions, companies, and private investment structures with a professional treasury are among professional clients with a lower level of protection than private clients due to their knowledge, experience, and ability to assume risks. Certain rules of conduct are not applicable to them. Professional clients can access a wider selection of financial instruments than private clients, including financial products that cannot be marketed to private clients.
- **Institutional clients.** Comprised of financial intermediaries subject to prudential supervision in Switzerland or abroad, this category includes clients deemed to have sufficient knowledge and experience to assess the suitability of a financial service. To this extent, the rules of conduct laid down by FinSA do not apply to transactions with institutional clients.

The Bank classifies its Clients in Switzerland according to these categories

The classification according to FinSA is also decisive in the definition of qualified investor status within the meaning of the Federal Act on Collective Investment in Capital.

Finally, it should be noted that, under certain conditions, a client may request a change in their classification in order to benefit from increased protection (opting-in) or greater freedom resulting from a lower level of protection (opting-out).

In particular, high net worth private clients can apply to opt out and be considered as professional clients if they meet one of the following legal requirements:

- The client has the necessary knowledge to understand the risks associated with investments due to professional training and professional experience or comparable experience in the financial sector enabling them to understand the risks associated with investments, and wealth of at least CHF 500,000; or
- The client has wealth of at least CHF 2 million.

Bankers are available to answer any questions you may have about client classification.

2.3 INFORMATION ON FINANCIAL SERVICES

The Bank provides various types of financial services, including:

- **Wealth management:** Under a securities portfolio management mandate, the client entrusts his or her assets to the Bank with a view to having them managed by the Bank according to parameters predefined in the Investment Strategy of the management mandate. For this type of mandate, the Bank makes the investment decisions. The risks associated with discretionary wealth management are described in sub-section IV of section V of the General Terms and Conditions.
- **Advisory investment services:** The Bank provides this service within the framework of an investment advisory contract that takes into account the client's entire portfolio according to the parameters predefined with the client in the Investment Strategy of the investment advisory contract. For this type of service, the Bank recommends one or more financial instruments and the client makes the final investment decision.
- **Execution only:** The client gives an investment order and the Bank executes it.

2.4 INFORMATION ON RISKS

Transactions in financial instruments are associated with opportunities and risks. It is therefore important that clients know and understand the risks before signing up for a financial service or an instrument.

All general information on typical financial services as well as the characteristics and risks of financial instruments is given in:

- The Investor Guide (see the Bank's website);
- The "Risks Inherent in Trading in Financial Instruments" brochure, available on the Bank's website;
- In section V of the General Terms and Conditions, sub-sections I, II and III.

You must read this information prior to signing a contract and contact your banker if you have any questions.

The client may contact their banker for a printed copy of this brochure, as well as for any additional clarification enabling them to improve their knowledge of a financial instrument or the specific risks associated with any planned investment.

2.5 INFORMATION ON PRODUCTS

FinSA requires that a basic information sheet (BIS/PRIIPs KID) be provided to private clients for each personal recommendation of financial instruments.

The basic information sheet contains information on the characteristics of the product as well as its risks and costs, and makes it possible to compare different financial instruments.

Printed documents are available upon request from your banker.

2.6 INFORMATION ON COSTS

The Bank informs its clients of the costs associated with the financial services it provides.

Additional information on the costs associated with a financial instrument may be included in the Basic Information Sheet (BIS/PRIIPs KID) or the prospectus, if this documentation is available for the type of instrument.

Full details of the costs and charges of financial transactions can be obtained from the banker.

2.7 CONFLICTS OF INTEREST

In order to comply with the rules of conduct, the Bank has put in place a policy to avoid conflicts of interest that may arise during the provision of financial services or to exclude any disadvantages that may arise from these conflicts for clients. The Conflicts of Interest Policy is available on the Bank's website in the "Our Compliance Approach" section.

The Client in Switzerland is particularly informed that the Bank may use financial instruments issued or managed by it or by another CA Group entity when providing advisory and/or discretionary management services.

The Client is also informed and accepts that the Bank may receive and keep benefits in accordance with the indications contained in the document entitled "Additional information concerning indirect remuneration and other benefits that may be received or paid by the bank", provided to the Client by the Bank.

2.8 APPROPRIATE AND ADEQUATE NATURE OF THE FINANCIAL SERVICES

Pursuant to FinSA, when it provides an investment advice service linked to isolated transactions without taking the entire portfolio into account, the Bank must verify the appropriateness of the advice, based on the Client's knowledge and experience. When providing an advisory service which takes into account the entire portfolio or a discretionary management service, the Bank must verify the adequacy of the service and/or the recommended investments, also taking into account the client's financial situation and investment objectives.

If the service is limited to the execution or transmission of orders, the Client is informed that the Bank does not carry out any verification of the appropriateness or adequacy.

To meet these obligations, the Bank must collect information on the Client's knowledge and experience as well as their financial and family situation, etc. The Client is informed of the need to answer these questions correctly and to inform the Bank of any change likely to influence the exercise of the appropriateness and adequacy tests.

3. LEGAL INFORMATION

This document is for informational purposes only; it does not exempt the client from contacting their legal or financial advisors to analyse the requirements of FinSA and assess their implications.

It should not be considered as an advertising document and does not constitute a solicitation or offer for a financial service or a recommendation to buy or sell any financial instrument.

CFM Indosuez Wealth accepts no responsibility for the content of this brochure. The information provided above is not exhaustive and may change over time.

CFM Indosuez Wealth, April 2022