

# APPENDIX 1

## Communication

Appendix N°1 to DISCRETIONARY MANAGEMENT TERMS OF BUSINESS.

### Client's contact details

The Client agrees that means of communication provided in the Discretionary Management Agreement and the Terms of Business are deemed valid and can be used by ACM.

The Client unambiguously consents that ACM may at any time record and or log any communications between the Client and ACM, as permitted by law and regulation, for the purpose of using such recordings as evidence of instructions given or terms agreed upon for legal and or regulatory purposes. The Client is aware that these recordings could be used in a court by ACM if deemed necessary.

Any recording will be ACM's sole property, and the period for which any recording is retained will be determined by ACM in his absolute discretion.

### Electronic communication

The Client hereby confirms that the email address indicated in the Client Application Form as updated from time to time (hereinafter referred to as the «electronic address») has been assigned to the Client only in accordance with the law and is currently valid.

Acknowledging and consenting to the risks and duties to exercise due diligence listed below, the Client authorizes ACM to send any information related to the execution of the mandate as defined by the Discretionary Management Terms of Business to this electronic address with no further verification of authorization.

The Client acknowledges that during electronic communication, data are transmitted without encryption via an open network with full public access, the Internet, or via mobile telecoms networks. The data are therefore transmitted regularly and without supervision across borders, even if the sender and recipient are both located in the ADGM.

Data may be seen, modified, or misused by third parties. It is therefore possible to conclude that a business relationship exists or will exist in the future, and the identity of the sender can be assumed or manipulated.

The Client acknowledges that electronic communication entails other risks (possible manipulation of the computer by unauthorized persons, unauthorized use of the Client's instruments of identification, etc.).

The Client acknowledges the duty to report any address changes. The Client will inform ACM without delay regarding any suspicion of misuse of the electronic address. Subject to cases of wilful intent or gross negligence, neither ACM, his organs nor third parties commissioned by ACM assume liability for any losses arising from errors, delays, or interruptions in transmission (including indirect and consequential damages). ACM may at any time interrupt or block the receipt and transmission of information, etc. via an electronic address, either overall or in reference to specific services, particularly if misuse is suspected.

If the Client does not enter any electronic address in the Client Application Form , this will not be considered as a revocation of a previously granted authorization for electronic communication, and will furthermore cause no deletion of a previously disclosed electronic address.

If the electronic address specified in the Client Application Form differs from a previously specified address, then the previously specified address will be replaced accordingly.

#### Oral communication

The Client unambiguously consents that ACM may at any time record and or log any verbal communications between the Client and ACM, as permitted by law and regulation, for the purpose of using such recordings as evidence of instructions given or terms agreed upon for legal and or regulatory purposes. The Client is aware that these recordings could be used in a court by ACM if deemed necessary.

Any recording will be the ACM's sole property, and the period for which any recording is retained will be determined by ACM in his absolute discretion.