



INVESTOR PROTECTION FACT SHEET

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I. INTRODUCTION

The primary purpose of Pramadex (from now on, "**Manager**") is to protect and increase the Clients' assets. In an increasingly complex financial and regulatory world, information and transparency are essential for investors to make informed investment decisions. Therefore, the Investment Manager considers that the entry into force, on January 1, 2020, of the Financial Institutions Act (from now on "**LEFin**" for its acronyms in French) and the Financial Services Act (from now on "**LSFin**" for its acronym in French) represent an opportunity to enhance the process and service provided.

The LEFin requires wealth Managers to be authorized by FINMA to practice and be entitled to prudent surveillance by a Supervising Authority.

The purpose of this Investor Protection Fact Sheet (from now on "**FIPI**" for its acronym in French) is to provide essential information on the Investment Services Law. The objective of LSFin is to strengthen investors¹ protection and establish comparable standards for the financial service providers.

The FIPI contains general information regarding the Manager's regulatory status, financial services offered, suitability and degree of suitability to provide financial services, Client classification, conflicts of interest, remuneration, general risks, mediation instances, and unclaimed assets. You may request further information from the Manager, who will be pleased to answer your questions.

This document reflects the state of affairs as of July 2025.

II. ABOUT THE MANAGER

The Manager is an independent asset management professional; it started its activities in 1996 and specialized in servicing and advising a demanding private clientele. The Manager is based in Geneva and offers specific financial services through Discretionary Management Agreements.

The Manager's product and service offerings depend on the applicable regulations in each Client's country of residence and may not be available (in whole or part).

III. CONTACT AND INFORMATION ABOUT THE REGULATORY STATUS

Below you will find the Manager's address, its regulatory status and the address of the Supervisory Authority.

PRAMADEX SA
8, Rue Neuve-Du-Molard
1204 Genève
SUISSE
Tél. +41 22 319 09 39
www.pramadex.com
Company identification number CHE-108.463.700

¹ The terminology that refers to persons used in this document include the set of identities and gender.



The Manager is affiliated to **the Self-Regulatory Body of Société anonyme suisse de surveillance (from now on "AOOS" by its French acronym), 30, rue Rousseau, 1201 Genève, +41 22 343 40 00, www.aos.ch**, and is subject to bond control procedures established by the Money Laundering Act of **the same society**.

The Manager is authorized to operate as an "Asset Manager" by FINMA, Laupenstrasse 27, 3003 Bern. The Manager is also subject to prudential supervision by the **Supervisory Body AOOS**.

IV. CONFIDENTIALITY AND DATA PROTECTION

The Manager is required to respect the professional secrecy and to guard the confidentiality respect all the information revealed or communicated to him in the framework of his business relationship with the Client, even after the business relationship has ended.

The Manager also takes the necessary technical and organizational precautions to protect the personal information entrusted to him.

V. FINANCIAL SERVICES

The Manager offers his Client a wide range of financial services and helps him to attain his goals. To achieve this, he develops customized concepts and proposes comprehensive wealth management and investment advisory services. These services include the transmission of orders related to transactions in financial instruments to the Depository Bank and/or and any administrative services. As a result, the client can benefit from several service offerings

1. Discretionary Management

As part of a discretionary Management Agreement, the Client entrusts his/her assets to the Manager for management purposes. The Manager manages in the name of, on behalf of and at the client's risk, at his discretion, within the framework of the investment policy, but following the investment strategy chosen by the Client and eventual instructions from the Client. In this type of Agreement, the Manager makes the investment decisions without consulting the Client. During the Agreement's enforcement, the Manager verifies the adequacy between the strategy adopted by the Client and the risk level of the Client's portfolio.

The Manager carefully selects the investments to be included in the portfolio and ensures adequate diversification of risks to the extent permitted by the investment strategy

2. Wealth management of a structured product (Actively Managed Certificate)

The Client is informed that the Manager manages a structured product created by him. As part of the management of the mandates entrusted to him, the Manager considers many financial instruments offered on the market. The Manager does not restrict the offering of services to his financial instruments. The Client accepts that said instruments are part of the Manager's service offering and may be included in the managed portfolios.

3. Global Investment Consulting

The Manager provides this service within an Investment Advisory Management Agreement framework, taking into account the entire Client's portfolio. The Manager recommends one or more financial instruments with due diligence, taking into account the suitability of the financial instruments, the adequate distribution of risks, and within the limits of the Investment Strategy agreed with the Client. However, it is the Client who makes the final investment decision.



Therefore, apart from the advisory service, the Manager does not verify that the assets managed by the Client comply with the Investment Strategy agreed with the Client during the entire term of the Agreement.

4. Risks related to Discretionary Management and Global Investment Consulting

Discretionary management and investment advice involve the main risks listed below and which are fully assumed by the Client:

4.1. Investment strategy

The investment strategy chosen and agreed with the Client involves the risks indicated below. Accordingly, before signing the Agreement, the Client must be duly informed of the structure of said risks based on the chosen investment strategy.

4.2. Preservation of the Fund or loss risk of portfolio value

This risk may vary depending on the financial instrument. The Client confirms having received a copy of the brochure of the Swiss Bankers Association (from now on "ASB") "**Risks related to the trading of financial instruments**" and that he/she has read and understood.

4.3. Lack of Information from the Manager

Within the Management and Advisory Agreement framework, the Investment Manager considers the Client's financial situation and investment objectives. However, suppose the Client provides incorrect or incomplete information. In that case, the Manager will not be able to determine the Client's risk-bearing capacity and will not be able to advise the Client in the choice of its investment policy and verify the adequacy of the services provided.

4.4. Qualified investor within the meaning of the Law on Collective Investments in Capital (from now on "LPCC" for its acronym in French) (see section X.2 below).

The Client who entrusts a Management or Consulting Agreement to the Manager is considered a qualified investor in the sense of the LPCC. The eligible investor has access to the collective capital investment plans reserved exclusively for him/her. Such status allows him/her to have access to a broader range of financial instruments, exempt from regulatory requirements, in portfolio management. Therefore, these financial instruments are not, or only partially, subject to Swiss regulations. This may generate risks, especially in terms of liquidity, investment strategy, or transparency. Detailed information on the risk profile of a given collective equity investment appears in the constituent documents and, if not, in the Basic Information Sheet (from now on "FIB" for its acronym in French) and in the brochure (see section XIV. below).

5. Risks related to Global Investment Consulting

5.1. Lack of understanding on the part of the client

If the Client does not understand the information transmitted to him, it is his responsibility to seek the advice of the Manager and ask the relevant questions

Suppose the Client provides instructions on investments without seeking advice from the Manager. In that case, the Client will be the only one to bear the consequences of their lack of experience or knowledge about such investments.

5.2 . Client's Failure to Supervise

The Client is solely responsible for monitoring its portfolio composition and correcting any gaps in the Investment Strategy agreed with the Manager within a reasonable period.



5.3. Lack of punctuality in the transmission of orders by the Client.

The risk lies in the Client passing a buy or sell order too late about the Manager's recommendation, leading to portfolio losses. The Asset Manager's recommendations are based on market information available at the time of advice and are only valid for a short time due to market dependence

VI. ASSESSMENT OF SUITABILITY AND DEGREE OF SUITABILITY

1. Verification of suitability

When providing investment services (asset management and investment advice globally), the Manager assesses that the recommended financial products and instruments are appropriate based on the information provided by the Client, such as his/her knowledge and experience in different types of assets, his/her investment objectives, including the investment horizon, financial condition, ability to take risks and risk tolerance. The Client is required to immediately notify the Manager of any change that requires a modification or update.

When the account belongs to several Clients, co-owners, the Manager considers the knowledge and experience of the representative appointed for this purpose. In the absence of a representative, the Manager considers the expertise and understanding of the less experienced Clients. When the account is held by a person or a legal structure (such as a trust, a foundation, or a company), the Manager takes into account the knowledge and experience of the representatives authorized to carry out transactions on behalf of the person or legal structure, following the applicable legal and contractual framework.

Based on this information, the Manager will establish a suitable investment strategy for the client's assets

2. Impossibility of evaluating the suitability or degree of suitability

If the Manager has not received enough information from his Client to assess the suitability or appropriateness, he must warn the Client.

If the Manager considers that a financial instrument is not appropriate or suitable for a Client, it advises against it before providing the service.

VII. TRANSPARENCY AND DILIGENCE REGARDING CLIENT ORDERS

When the Manager receives orders from his Client and transmits them for execution, he stands by good faith and equality principles in his clients' treatment.

When the Manager intervenes in selecting intermediaries to carry out transactions, he ensures that they perform the orders properly. These intermediaries must guarantee the best possible result in terms of cost, speed, and quality. The Manager bears no responsibility in this respect.

VIII. DUTY TO DOCUMENT AND ACCOUNTABILITY

The Manager must document the agreed financial services, and the information collected regarding the Client.

The Manager must conceptualize the documentation to render accounts to the Client with a solid backing of information about the financial services it has provided to the Client and with the frequency agreed with the Client.



IX. INFORMATION ON MARKET OFFERS

Selecting financial instruments within the framework of the services provided by the Manager is based on a predefined investment universe. To choose the most appropriate financial tool for the Client, the Manager considers his products and those of other selected providers. As a result, the client can choose between several investment strategies. These strategies are generally diversified and differ from each other in terms of risks and expected returns. The Manager's product universe consists mainly of the following financial instruments, which we describe briefly below:

Marketable securities: These are securities, rights, derivatives, and standardized intermediate securities, which can be disseminated widely in large numbers in the market. These include particularly stocks, bonds, and fund shares.

Debt securities: These are securities that are not equity securities, e.g., a loan.

Derivatives: These are financial contracts whose price derives from equity securities (underlying) such as stocks, bonds, commodities, precious metals, or benchmark securities such as currencies, interest rates, and indices.

Structured products: they are issued by a private or public entity. Its redemption value depends on the evolution of one or more underlying assets. They can have a fixed or absolute value and have one or more components. Standard structured products include capital protection, return optimization, equity, and leveraged products.

Precious Metals: Most commonly refers to gold, silver, platinum, and palladium. Investments in precious metals can be made directly (by buying a physical metal or opening a metal account) or indirectly by buying units in funds, derivatives, or structured products.

Commodities or raw materials: These are physical goods produced, for example, by agriculture or mining industries and standardized to serve as the underlying for a transaction. Commodity derivatives, metals, and agricultural products are traded primarily on futures markets. Structured products are a common form of indirect investment in raw materials. You can also opt for commodity funds and over-the-counter (OTC) instruments such as swaps and commodity options.

Offshore funds and hedge funds: Offshore funds and hedge funds: These are collective capital investments that are not regulated or supervised or are only partially so. One of the characteristics of these funds is the free choice of investment categories, markets (including countries with higher risk), and trading methods. Aggressive strategies and investment techniques are often applied that disassociate investment performance from that of the underlying markets.

Private Equity: This is a form of venture capital financing for companies that are not listed on the stock exchange or, exceptionally, wish to delist. These investments are often made at an early stage of a company's development when prospects are uncertain and have higher risks.

Funds of funds: These are investment funds that do not consist of individual securities but of several sub-funds called target funds. These target funds, in turn, invest in individual securities. Funds of funds allow the investor to spread the risk more evenly. On the other hand, they are generally more expensive since investments are made in different funds, each of which generates costs. It should also be noted that specific categories of funds of funds. We must also point out that certain categories of funds of funds are domiciled in countries that strictly regulate collective investments sometimes follow strategies similar to those of offshore funds and hedge funds.

You can find more information on financial instruments and their risks in the ASB brochure "Risks related to the trading of financial instruments," provided to the Client.



X. CLASSIFICATION OF CLIENTS

The level of investor protection depends on the segmentation of the Clientele and the type of financial service that the Client resorts through the Manager.

1. Classification according to the LSFIn (for its acronym in French)

The Manager distinguishes between Private Clients, Professional Clients, and Institutional Clients. As long as the Manager does not disclose anything else, the Client is considered a Private Client. It means that the Client receives the highest level of investor protection within the framework of the requested financial service. The Client has the possibility, under certain conditions, to change the classification. For more information on the category of Clients, see the annex to the contract Agreement "Client Classification."

2. Classification according to the LPCC (for its acronym in French)

The new LPCC defines the condition of "qualified investor," particularly concerning the classification of Clients as determined by the LSFIn. Professional clients, as well as Institutional Clients, are considered qualified investors. Private Clients are not regarded as qualified investors. Therefore, they do not have access to collective investments and to capital reserved for qualified investors, nor can they invest in collective assets of unauthorized capital in Switzerland. However, it should be noted that the signing of a Management Agreement in favor of the Manager automatically grants qualified investor status. The Client may renounce the status of a qualified investor. The Client must refer to the annex to the Agreement "Classification of Clients" to do this.

MANAGER'S RULES OF CONDUCT	PRIVATE CLIENTS	PROFESSIONAL CLIENTS	INSTITUTIONAL CLIENTS ²
Duty to inform	YES	YES ³	NO
Convenience and suitability	YES	YES ⁴	NO
Documentation and accountability	YES	YES ²	NO
Transparency and diligence	YES	YES	NO
Access to funds reserved for qualified investors.	NO ⁵	YES	YES
Delivery of the Fact Sheet at the signature of a Management Agreement ⁶	YES	NO (unless otherwise requested)	NO (unless otherwise requested)

² The rules of conduct do not apply to institutional clients. In other words, institutional clients are not subject to reporting, documentation, and accountability requirements, nor transparency and due diligence requirements, nor to suitability and appropriateness verification.

³ Professional clients may expressly waive the reporting, documentation, and accountability obligations. For this purpose, the Client must refer to the appendix of the Management Agreement "Client Classification."

⁴ When verifying suitability and appropriateness, the Manager may assume that professional clients have proper knowledge and experience and that they can financially take the investment risks associated with the financial services provided to them. However, the Manager must, to ensure a comprehensive service, verify suitability and appropriateness.

⁵ Exception: "private (non-professional) clients" with a long-term investment advisory or asset management mandate can benefit from "qualified investor" status under CISA and receive advice on funds reserved for "qualified investors". Their classification under LSFIn remains "private client (non-professional)" and does not depend on "qualified investor" status."

⁶ Under an Execution Only Agreement, the Basic Fact Sheet is filed only if available.



XI. CONFLICTS OF INTERESTS

Conflicts of interest can occur in the presence of competing interests. If nothing is done to manage these conflicts, the Client may be financially damaged.

1. Types of conflicts of interests

Below is a non-exhaustive list of possible situations of conflict of interest that could arise:

- The Manager's own interests in the framework of the sale (and the generation of income through the sale) of financial instruments, including instruments created by the Manager or by an entity affiliated to him.
- Obtain a financial advantage or avoid a financial loss in violation of good faith, to the detriment of the Client
- Receive or pay remuneration or payments from third parties (see section XII.2 below)
- Compensation of employees based on performance.
- Financial induction or favoring the interests of a Client or a group of Clients to the detriment of another Client or another group of Clients.
- Carry out the same activity as the Client and/or receive remuneration for the service provided to the Client
- Obtaining information that is not in the public domain.

2. Measures established to identify, avoid, manage or mitigate conflicts of interests.

To identify conflicts of interests and prevent them from negatively affecting the Client, the Manager has adopted internal guidelines that establish minimum standards. Employees are required to adhere to these guidelines at all times. In addition, the Manager has also implemented the following organizational measures (non-exhaustive list):

- Establish a transaction reporting and monitoring framework based on automated systems to identify abusive or even illegal transactions.
- Establish organizational procedures to protect clients' interests (confidentiality, information barriers, segregation of duties, etc.).
- Establish rules for accepting, granting, or disclosing remunerations (including gifts and/or entertainment services).
- Establish rules applicable to employee self-dealing.
- Establish an approval and review process for external agreements, secondary employment, and companies in which employees are majority shareholders.

3. Information related to potential conflicts of interests and consent of the Client

The Manager makes every effort to identify, avoid or mitigate conflicts of interest that may arise in connection with the services offered to the Client. Suppose the Manager identifies an unresolvable conflict of interest. In that case, it informs the Client of the nature and origin of the conflict, the resulting risk, and the measures taken to mitigate it so that the Client can decide while being aware of the cause.



XII. THIRD-PARTY FEES AND REMUNERATIONS

1. Manager's Fees.

As part of the provision of financial services, the Manager provides the Client with information on "Fees and remuneration to third parties", attached to the Management Agreement.

The Manager communicates to the Client the amount of its commissions and the costs, commissions, and taxes that the Depositary may charge for the regulated markets and Swiss or foreign taxes and duties.

2. Third Party Remunerations

The remuneration of third parties that may lead to conflicts of interest, their collection, and payment are strictly regulated.

2.1. Manager's Fees

The remuneration received by the Manager is a financial benefit that he receives from a third party in connection with the provision of a financial service, particularly brokerage fees and other commissions, provisions, discounts, or other monetary benefits. Most remunerations frequently occur between the providers of financial instruments and the Manager; Suppliers assign part of the income derived from financial instruments to the Manager in exchange for the services provided by the Manager. The amount of the remuneration depends on the financial tool, its provider, and the volume of assets invested in the financial instrument in question.

The Manager informs the Client, within the framework of financial services, about the type and scope of the remuneration he receives from third parties, providing information about "Third Party Fees and Remuneration", annexed to the Management Agreement. By signing this document, the Client explicitly acknowledges that the Manager has the right to receive and retain the remuneration according to the conditions outlined in the Management Agreement.

The Manager may also enter into commercial supplier agreements with banking establishments he contacts with the clients he manages. The amount of remuneration related to these agreements appears in the contracts.

2.2. Remuneration paid by the Manager

Suppose the Manager establishes a business relationship with a Client through a third party acting as an intermediary. In that case, the Manager may pay the third party in question a commission (depending on income, transactions, or assets) on a timely and/or continuous basis. In that case, the Manager will inform its Client about these payments to third parties if such relationships exist. At the request of its Client, the Manager may inform about the nature and amount of these payments. In addition, the third party is obliged to fulfill its obligations related to remuneration, particularly concerning restrictions on the collection, information, and management of conflicts of interest, following the provisions applicable to the third party's relationship with the Client. The Manager is not responsible for the obligations of third parties in this regard.



XIII. RISKS RELATED TO THE TRADING OF FINANCIAL INSTRUMENTS

The ASB brochure "Risks Involved in Trading Financial Instruments" contains general information on standard financial services, as well as the characteristics and risks of financial instruments. The ASB brochure is available at <https://www.swissbanking.ch/en/services/downloads>. It can also be obtained from the Manager.

Investing in financial instruments (such as stocks, bonds, funds, or structured products) offers opportunities, but it also bears risks. Therefore, the Client must understand the risks associated with the financial instrument he has invested in.

With regard to the concentration risk described in the brochure, the Client is reminded that excessive concentration may arise when a significant portion of the portfolio is invested in a single security (more than 10%) or in securities from a single issuer, a specific economic sector or a single geographical region (more than 20%). This may result in an increased risk of losses. The client remains free to specify their requirements in terms of portfolio diversification by indicating a maximum percentage for certain securities or issuers.

XIV. PRODUCT INFORMATION

In addition, the ASB brochure on "Risks Involved in Trading Financial Instruments", with product information, is available for many financial instruments.

1. Reference Fact Sheet

Depending on the financial instrument concerned and to the extent provided by the issuer, a FIB is made available to Private Clients in a sustainable data support format in each personal recommendation to acquire financial instruments (placement advice) if this document already exists.

This document contains information on the characteristics of the product, as well as its risks and costs. It makes it possible to compare different financial instruments with similar content and format.

2. Brochures

Depending on the financial instrument concerned, and to the extent provided by the issuer, the Manager makes available, upon request by Private Clients, a brochure describing all recommendations for the acquisition of financial instruments (investment advice) in a sustainable data medium format.

The issuer is responsible for publishing a brochure in the context of a public offering or a request for admission to trading on a trading platform. This document contains information about:

- the issuer and the guarantor or guarantor.
- negotiable securities that are offered to the public or intended for trading on a trading platform, particularly the rights, obligations, and risks of investors relating to these securities
- the offering, particularly the mode of investment and the estimated net proceeds from the issue.

XV. COMPLAINT HANDLING AND MEDIATION INSTANCE

Customer returns and complaints should be addressed directly to the Manager. In the context of complaints made in writing, the Client must specify the reason for the complaint and his contact details and account number. The Manager will make every effort to process returns and complaints as quickly as possible.



If the Client is not satisfied with how the Manager has handled their request, they may contact **Ombud Finance Suisse, 10, rue du Conseil Général 10, 1205 Genève, Tél. : +41 22 808 04 51, www.ombudfinance.ch.**

XVI. NON-CONTACT AND DISINHERITED ASSETS

The Manager must take the appropriate measures to avoid breaking contact with the Client. To prevent assets from being forgotten by the Client and their heirs, the Manager makes the following recommendations:

- Change of address and name: the Client must immediately inform the Manager of a change of address and name.
- Special instructions: During his prolonged absences, the Client will provide instructions to locate them at any address, forward correspondence to a third address or retention of mail, as well as instructions to contact him in case of urgency during this period.
- Granting of power of attorney (s): the Client will designate an authorized person with whom the Manager may contact in case of loss of contact.

Appointment of a trusted person and testamentary arrangements: the Client can appoint a trusted person and inform him/her of the relationship with the Manager. However, the Manager can only provide information to such person if it has been authorized in writing by the Client. In addition, the assets that are the subject of this business relationship may be mentioned, for example, in a testamentary provision.

The Manager will gladly answer all Clients' questions. Furthermore, you will find more information in the ASB's "**Guidelines for the Handling of Assets without Contact and Disobedience to Swiss Banks (Narilo Guidelines)**" of the ASB. The brochure is available on the ASB website at: https://www.swissbanking.org/fr/themes/informations-pour-les-particuliers/1000019_e.pdf. The Manager can also provide the guidelines.

XVII. IMPORTANT LEGAL NOTICE

This FIPI has been designed exclusively for the Manager's Clients for information and regulatory purposes; it should not be considered a marketing document. It does not constitute a request or offer for a financial service, nor a recommendation to buy or sell any financial instrument. The data it contains does not constitute legal or tax advice. The document reflects an evaluation performed on the initial publication date and is subject to change without prior notice. The Manager has no obligation to update or keep the information contained in this document up to date and does not assume any responsibility concerning this information.

This FIPI is subject to change. It is made available to the Manager's Clients by any appropriate means, in particular by publication on the Manager's website.

Any recipient of this document who wishes to obtain more details about the information provided in a personal situation can contact the Manager.

All other contracts entered into between the Client and the Manager remain in force.

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*** In the event of any discrepancy between the French version and any other language version, the provisions of the French version shall prevail.