



## SUPERVISION CONTRACT

Between

ORGANISME DE SURVEILLANCE DES INSTITUTS FINANCIERS (OSIF), whose registered office is at 8 rue de Rive, 1204 Geneva, hereinafter referred to as the OSIF,

on the one hand

and

\_\_\_\_\_ whose  
office is registered

\_\_\_\_\_

hereinafter the Financial Institution,

on the other hand

### Preamble

OSIF is a FINMA-licensed Supervisory Organisation within the meaning of FinIA and FINMASA.

The Financial Institution defined as such within the meaning of FinIA. It has the obligation and the right to be subject to a supervisory organisation. Its activity and organisation must, in particular, ensure compliance with the legal supervisory requirements.

Such affiliation and supervision by OSIF is governed by this Agreement.

### Article 1 : Guiding principles

The Financial Institution exercises its profession independently and under its own responsibility.

The Financial Institution applies for affiliation with OSIF and must, from that moment and for as long as it retains the status of a affiliated Financial Institution under OSIF :

- enjoy a good reputation in its activity as a financial institution,
- and present any guarantee to comply with the obligations laid down by the MLA and the FinIA, as well as, if applicable to its activity, those of the FinSA and the other standards of financial market law, in itself and in the person of each of its bodies, employees and auxiliaries participating in its affairs subject to these standards, as well as its controlling holders.

In particular, the guarantee of proper business conduct may be jeopardised by serious or repeated violation of the provisions of this contract or the obligations arising from it.

**Article 2 : Affiliation to OSIF**

In order to be subject to OSIF supervision, the financial institution must complete the online application form for authorisation on the FINMA EHP platform and give OSIF access to the information and documents filed on the EHP platform.

OSIF examines the application on the basis of the information and documents filed on FINMA's EHP platform. The Financial Institution must respond to OSIF's requests for additional information or documents. OSIF may carry out a prior diagnosis of the activities and internal organisation of the Financial Institution.

**Article 3: Submission of the application for authorisation to FINMA**

After obtaining confirmation that it is affiliated to OSIF, the Financial Institution must submit its application online on FINMA's EHP platform, giving access to the platform, which constitutes its FINMA authorization application.

**Article 4 : Announcement of changes**

The Financial Institution applying for OSIF affiliation or already affiliated shall immediately notify OSIF of any change affecting the information or documents provided in connection with the affiliate, in particular concerning :

- its company name, address, purpose and activity;
- its legal or business links with other natural and/or legal persons who exercise a dominant influence on its activity or with whom it forms a group ;
- the identity or function of its organs, employees and auxiliaries participating de facto or de jure in its regulated affairs;
- the identity of its MLA manager, its compliance manager, its audit company and its responsible auditors;
- any facts concerning the above-mentioned persons which call into question their guarantee of proper business conduct, and all individual documents provided for in the case of any newly appointed person;
- any other conditions applicable to it by virtue of the FinIA, in particular, without limitation, with regard to equity and capital, liability insurance where applicable, and membership of a mediation body.

Where OSIF finds that the Financial Institution fails to comply with its obligation to notify changes concerning it, it may do so ex officio, at the expense of the Financial Institution, without prejudice to other remedial measures.

**Article 5 : Keeping of lists and reporting to FINMA, exchange of information with the authorities**

OSIF shall forward to FINMA the list of changes communicated to it by the Financial Institution and any other data required by FINMA. OSIF shall report to FINMA on the supervisory acts of the Financial Institution and the injunctions issued to it.

The Financial Institution expressly authorises OSIF to collect from any authority in Switzerland, as well as from the other Supervisory Organisations supervising Financial Institutions and from the Self-regulating Organisations of financial intermediaries in MLA matters, and to transmit to them any information concerning it relating to its activity and its guarantee of proper business conduct, and to check any document presented to OSIF by the Financial Institution

**Article 6 : Audit and supervision**

The Financial Institution shall submit to a periodical audit according to the modalities indicated by OSIF, carried out by an audit company chosen among those approved by OSIF, which the Financial Institution shall commission at its own expense for the purpose of verifying compliance by it with the provisions of the MLA, the FinIA, as well as, if applicable, the FinSA and any other applicable regulation. The Financial Institution shall also certify in writing that it complies with the regulations applicable to it.

In special cases, in particular where there are indications of infringements or irregularities, OSIF may decide to take further measures to supervise the Financial Institution. The Financial Institution is obliged to provide OSIF spontaneously with any information and documents relevant for the supervision of the regulations applicable to it and to pay any advance fees required of it.

**Article 7 : Compliance with injunctions**

The Financial Institution undertakes to comply with OSIF's injunctions and its requests for remedial action, and admits in advance that in the event of failure, as well as in the event of delay or refusal to implement the injunctions or requests for remedial action, such failures will be referred by OSIF to FINMA in accordance with Art. 43b para. 2 FINMASA for administrative measures or sanctions.

**Article 8 : Financial obligations**

The Financial Institution which requests a service or action from OSIF shall pay a fee, the tariff of which OSIF establishes and publishes, which the Financial Institution declares that it is aware of and accepts. This fee may be changed in the future by OSIF subject to two months' notice. The deadline for payment of the sums owed by the Financial Institution is thirty days from receipt of the invoice. The end of the affiliation with OSIF shall leave any claims of OSIF which have fallen due before that end.

The Financial Institution shall be informed that OSIF may also be required to charge it for the supervision costs charged to OSIF by FINMA, either specifically in relation to the Financial Institution, or generally for the overall costs of the supervision carried out by FINMA on OSIF and the other Supervisory Organisations. The Institution acknowledges that it must pay the sums invoiced or the provisions requested by OSIF in this respect.

**Article 9 : Termination of the affiliation with OSIF**

This contract shall terminate in the following cases:

- a) At the fixed term and without giving reasons, in the event of termination of this agreement by the Financial Institution, notified to OSIF by registered mail, with a notice period of at least six months before the end of an OSIF financial year, accompanied by the written attestation of another Supervisory Organisation that the Financial Institution will be subject to supervision by the latter as from at least the end of its affiliation with OSIF.

The Financial Institution's attention is expressly drawn in this respect to the fact that constant affiliation to a Supervisory Organisation is a legal condition for the perpetuation of the licence granted by FINMA.

- b) With immediate effect :
- In the event of a final decision by OSIF refusing the Financial Institution's application to become affiliated to OSIF, as well as in the event that the Financial Institution withdraws its application to be affiliated to OSIF;
  - In the event of a final decision by FINMA refusing or withdrawing the licence of the Financial Institution to carry on its activity within the meaning of FinIA ;
  - In the event of the death of all the persons constituting the Financial Institution as sole proprietorship or in partnership, as well as in the event of deregistration from the Commercial Register of a Financial Institution existing in the form of a legal person;
  - In the event of a final decision by FINMA withdrawing OSIF's licence as a Supervisory Organisation within the meaning of FinIA.

#### **Article 10 : Motivation of OSIF decisions and means of appeal**

The measures taken by OSIF are summarily motivated. The Financial Institution may request a full statement of the reasons for its actions, subject to prior payment to OSIF of the foreseeable costs of motivation fixed by OSIF's tariff.

The measures taken by OSIF towards the Financial Institution in the areas of reporting, supervision and remedial action are not subject to appeal. The consequence of non-compliance by the Financial Institution, or of the refusal to comply, is the reporting of the case by OSIF to FINMA.

The recovery of sums owed by the Financial Institution to OSIF is subject to the exclusive jurisdiction of the Courts of the Canton of Geneva for their judgement, and of the competent court in Switzerland for acts of debt collection.

#### **Article 11 : Notifications**

All decisions and exchanges of correspondence between OSIF and the Financial Institution shall be deemed to be validly made in writing for the Financial Institution at its address as notified to OSIF, and for OSIF at its address published in the Commercial Register. OSIF's directives, tariffs and general communications are deemed to have been notified as soon as they are published on OSIF's website, which the Financial Institution must consult periodically, at least once per calendar month.

#### **Article 12 : Data protection**

In the context of concluding and implementing this contract, OSIF processes personal data of representatives or employees of the Financial Institution to fulfil its supervisory role pursuant to, inter alia, the FinIA and FINMASA.

These processings of personal data are carried out in accordance with the Federal Act on Data Protection (FADP) and its Ordinance (OPDo) as well as the Data Protection Directive established by OSIF and accessible on OSIF's website ([www.osif.ch](http://www.osif.ch)).

**Article 13 : Applicable law**

Swiss law is exclusively applicable to this contract.

Place and date  :

Authorised signatures:

.....  
**THE OSIF**

.....  
**The Financial Institution**

**Annex:**

Tariff of fees and emoluments (available on the OSIF website)

Contact form to be sent together with the signed contract.

**Organisme de Surveillance des Instituts Financiers**

Rue de Rive 8 - Case postale 3178 - 1211 Genève 3  
Tél. +41 22 580 39 39 - Fax +41 22 310 07 39 - [www.osif.ch](http://www.osif.ch) - [welcome@osif.ch](mailto:welcome@osif.ch)  
CHE-339.069.458 TVA

Dear Financial Institution,

In order to ensure proper communication between OSIF and your organization, please complete the information below and return this form to OSIF by email at : [welcome@osif.ch](mailto:welcome@osif.ch) .

**APPLICANT COMPANY**

- Company registered in the Commercial Register
- Creation of a company

Company name :

Address :

Phone number :

Generic email address :

**CONTACT PERSON 1**

Last name :

First name :

Phone number :

Email address :

**CONTACT PERSON 2 (optional)**

Last name :

First name :

Phone number :

Email address :

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