

The independent pension platform

## Application to Open an Account with Liberty Foundation for 3a Retirement Savings

<b>3a Retirement Savings Plan</b>	<p>Liberty offers you the choice between a fixed-rate account solution and various securities portfolio solutions.</p> <p><input type="checkbox"/> I opt for a retirement savings account solution. Please transfer my pension assets to the following bank:  <input type="checkbox"/> Sparkasse Schwyz    <input type="checkbox"/> Credit Suisse    <input type="checkbox"/> Lienhardt &amp; Partners Private Bank Zurich Ltd.</p> <p><input type="checkbox"/> I opt for a securities portfolio solution. (Please attach a duly completed securities account application form).</p>
<b>Client particulars</b>	<p>Title    <input type="checkbox"/> Mr    <input type="checkbox"/> Mrs/Ms</p> <hr/> <p>Name _____ First name _____</p> <hr/> <p>Street, N° _____ Postal code, place _____</p> <hr/> <p>Country _____ Phone _____ Date of birth _____</p> <hr/> <p>Insurance number _____ Civil status/date of marriage _____ E-mail address (for Newsletter) _____</p> <p><input type="checkbox"/> I am a member of a pension fund (2<sup>nd</sup> pillar)                      <input type="checkbox"/> I am not a member of a pension fund (2<sup>nd</sup> pillar)  <input type="checkbox"/> Self-employed/employed part-time    <input type="checkbox"/> Not gainfully employed</p>
<b>Consultant</b>	<p>Name _____ Contact _____</p> <hr/> <p>Street, N° _____ Postal code, place _____</p>
<b>Acceptance Fee</b>	<p><input type="checkbox"/> No acceptance fee</p> <p><input type="checkbox"/> The Client hereby authorises the Foundation to pay a one-time commission of _____ % his 3a retirement savings or CHF _____ to the Consultant by way of acceptance fee.</p>
<b>Correspondence instructions</b>	<p>Correspondence to be sent to:    <input type="checkbox"/> Client    <input type="checkbox"/> Consultant    <input type="checkbox"/> Client and Consultant</p>
<b>Account opening</b>	<p>I wish to open a 3a retirement savings account                      Internal N° _____</p>
<b>Former Pension Plan(s)</b>	<p>Name _____ 3a retirement savings capital in CHF _____</p> <hr/> <p>Street, N° _____ Postal code, place _____</p> <hr/> <p>Name _____ 3a retirement savings capital in CHF _____</p> <hr/> <p>Street, N° _____ Postal code, place _____</p> <hr/> <p>Name _____ 3a retirement savings capital in CHF _____</p> <hr/> <p>Street, N° _____ Postal code, place _____</p>
<b>Transfer Instructions</b>	<p>The attached transfer order instructs my existing pension institution(s) to transfer my retirement savings capital to Liberty Foundation for 3a Retirement Savings (the "Foundation").</p>
<b>Foundation Regulations</b>	<p>The relationship between the Client, or his/her heirs, and the Foundation is governed by the Foundation's Regulations. If the Client decides to invest in securities in accordance with the Regulations and the investment guidelines, he confirms that he recognises and accepts the corresponding risks.</p>
<b>Declaration</b>	<p>I hereby confirm that all the indications I have provided are true and accurate, and I ask the Foundation to establish the requested account relationship in my favour. I further confirm that I have read the Foundation Regulations and the attached General Terms and Conditions and that I accept them.          Moreover, I hereby authorise the Foundation at any time to provide information about the account to my Consultant, if I have appointed one.</p>
<b>Governing law and jurisdiction</b>	<p>All legal relationships are governed by Swiss law. The place of performance is at the Foundation's principal place of business. Jurisdiction is in accordance with Article 73 BVG/LPP.</p>
<b>Signature</b>	<p>Place, date _____ Client's signature _____</p>
<b>Attachment</b>	<p>- Copy passport or ID (with photo and visible signature)</p>

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### General Terms and Conditions of Liberty Foundation for 3a Retirement Savings

These General Terms and Conditions are supplemental to the Regulations of the Foundation: they govern the relationship between the account holder (the "Client") on the one part, and Liberty Foundation for 3a Retirement Savings (the "Foundation") on the other.

#### I. Introduction

The Regulations of the Foundation are authoritative. In case of discrepancy between these General Terms and Conditions and the Regulations of the Foundation, the latter shall take precedence.

Assets shall be managed in a manner consistent with the Client's capacity for risk and the present terms and conditions.

Assets shall be acquired and held in the name of the Foundation but for the Client's account and at his risk.

The acquisition of securities is subject to restrictions, and in any event requires the Foundation's consent.

#### 1. Deposits, investments and sales orders

1.1. The Client shall transfer his retirement savings capital or his annual contributions as indicated in the transfer order. Funds received shall be invested, after deduction of the acceptance fee, if any, at the next possible investment date.

1.2. Purchase and sales orders must be communicated to the Foundation in writing and will normally be executed at the next possible date. Adjustments in purchase and sales dates may be made to allow for changes in the relevant fund prospectus.

1.3. Interest is due to the Client from the date the funds are received until the date they are invested.

1.4. To be invested, funds must be received and credited to the Client's account or securities deposit with good value at least four business days before the investment date. The Foundation declines any liability for investment delays, save in the event of gross negligence.

1.5. The Foundation shall credit the proceeds of sale to the Client's account with good value ten days after the securities are sold.

#### 2. Change in risk structure

The Client may change the risk structure agreed with the Foundation once a year at no extra charge. He shall communicate the new asset allocation in writing to the Foundation. In case of frequent changes, the Foundation shall be entitled to charge additional administration fees.

#### 3. Account statements/Securities deposit statements/tax certificates

At the end of each calendar year, the Foundation shall send the Client a detailed statement of his account and securities deposit showing the investment holdings at the reference date, together with the requisite tax certificate for the contributions paid in the calendar year.

#### 4. Fees and charges

4.1. The Foundation shall debit charges in accordance with the Fee Schedule. For its services, it may also be remunerated directly by the bank or the fund manager. When the Pension Scheme Agreement is signed, the fee structure shall be disclosed to the Client at his request.

4.2. Internal administration costs and fees for the various fund units will be charged directly to the relevant fund assets in accordance with the applicable fund regulations, and are included in fund results.

4.3. The Foundation explicitly reserves the right to modify its Fee Schedule at any time.

#### 5. Term of relationship

5.1. The Client and the Foundation may terminate the business relationship at any time with immediate effect. Notice of termination shall be given to the other party in writing. Upon termination, the asset management mandate is automatically revoked. The Foundation shall sell the investments as rapidly as possible, taking into account the terms and conditions set out in the fund prospectus, and shall credit the proceeds to the retirement savings account.

5.2. Any fees and charges previously debited to the account will not be refunded when the account is liquidated.

#### 6. Exchange of data

The Foundation is authorised to exchange all information and data concerning the 3a pillar accounts and securities deposits with the custodian banks and the third parties mandated by the Client. Data may be transmitted via internet. Although data transmission is usually coded, unauthorised third parties may acquire access to the data. The Foundation and the custodian banks decline any liability (save in case of gross negligence) for damages arising from the transmission of data via internet.

#### 7. Signatures and verification of legitimation

Damages arising from the faulty identification of disposal powers or forgery shall be borne by the Client if, despite all due care, the Foundation was unable to detect any deficiencies.

#### 8. Inadequate legal capacity

The Client shall bear any damages resulting from any deficiencies in his own legal capacity or that of third parties unless the Foundation was informed of such deficiencies in writing.

#### 9. Notices

The Client shall notify the Foundation promptly, in writing, of any significant facts affecting the business relationship and in particular of any changes in his name and address. Notices issued by the Foundation shall be deemed valid if they are sent to the last address communicated by the Client in writing, or if they are held at his disposal. The time of sending is the date on the copy or mailing list in the Foundation's possession.

#### 10. Orders transmitted by phone, fax or other electronic communication media

Except in cases of gross negligence, the Foundation shall not be liable for any damages resulting from the transmission of orders by phone, fax, or other electronic communications media. All instructions concerning the account or securities deposit shall be confirmed to the Foundation in writing.

#### 11. Improperly executed orders

In case of damages arising from non-executed or improperly executed orders, the Foundation is simply liable for loss of interest. The Foundation shall only be liable for more extensive damages if it was made specifically aware of a threat of imminent damages.

#### 12. Client's objections

Objections by the Client concerning orders of any kind, and complaints concerning account and securities deposit statements or any other notices must be filed with the Foundation in writing promptly upon receipt of the notice concerned, but in any event within 4 weeks at the latest. If the Foundation omits to send a notice which would usually be expected in the normal course of business, the Client must file his objection as if the notice had been received in the normal course of business. The Client is liable for any damages resulting from belated complaints.

#### 13. Liability of the Foundation

The Foundation's liability towards the Client is limited to any damages resulting from gross negligence on its part.

#### 14. Final provisions

The Foundation reserves the right to amend these General Terms and Conditions at any time. Such amendments shall be communicated to the Client in an appropriate manner. If any individual provision of these General Terms and Conditions is or becomes invalid, the validity of the other provisions shall not be affected. In that case, the invalid provision shall be reworded or supplemented so as to attain the intended economic purpose. The Foundation is not bound by any written or oral declarations or assurances given by third parties.