

Affiliation Agreement with Liberty 1e Flex Invest Foundation (Employer: Company/Self-employed with employees)

Affiliation form	<input type="checkbox"/> New affiliation		<input type="checkbox"/> Renewal, increase or modification		
	Contract N°		Start of contract		
Contractual Partners	Minimum term <input type="checkbox"/> 3 years <input type="checkbox"/> 5 years Earliest termination date effective 31.12._____ (and for the end of every year thereafter)				
	Liberty 1e Flex Invest Foundation, Steinbislin 19, PO Box 733, Schwyz (Foundation) and Company or Self-employed with employees (Employer) according to Commercial Register:				
	Name				
	Street, N°		Postal code, place		
Distribution partner	Contact person		Language <input type="checkbox"/> D <input type="checkbox"/> F <input type="checkbox"/> I <input type="checkbox"/> E		
	E-mail		Phone		
	Name (attach copy of broker agreement)		Contact person	Consultant/N°.	
Correspondence instructions	<input type="checkbox"/> Contractual partner (as above)		<input type="checkbox"/> Distribution partner		
	<input type="checkbox"/> Other correspondence address:				
	Name		Function (e.g. Fiduciary)		
	Street, N°		Postal code, place		
	Contact person		Language <input type="checkbox"/> D <input type="checkbox"/> F <input type="checkbox"/> I <input type="checkbox"/> E		
	E-mail		Phone		
Company particulars	Legal form		Comm. Reg N°		
	Sector		Number of employees		
	Collective agreement (GAV/CCT) <input type="checkbox"/> yes <input type="checkbox"/> no		AHV/AVS Compensation Fund/Name		N°:
	New incorporation <input type="checkbox"/> yes, on		<input type="checkbox"/> no		
For one-man companies: Owner's particulars	Name/first name		Date of birth		
	Private address: Street, N°		Postal code, place		
Previous insurer	Current occupational benefits institution		Contract number		
	Street, N°		Postal code, place		
	<input type="checkbox"/> Employer has not so far employed persons subject to BVG/LPP occupational benefits coverage.				

Credit-worthiness

Have any debt collection proceedings been filed against the Contractual Partner in the last 3 years?

yes no if yes, attach extract from the debt collection register

Are bankruptcy or attachment proceedings pending?

yes no

Collective daily allowance insurance

Collective daily allowance insurance on hand

yes with: no if yes, please attach copy of the policy

Duration of daily allowance benefits:

360 days 720 days _____ days

Pre-existing illnesses covered without restrictions

yes no

UVG/LAA accident insurance / UVG/LAA supplementary insurance

UVG/LAA accident insurance on hand

yes with: no if yes, please attach copy of the policy

UVG/LAA supplementary insurance

yes with: no if yes, please attach copy of the policy

Effective date Duration/expiry

The above contractual provisions come into force upon execution of the Affiliation Agreement by the Foundation; they supersede and replace any prior agreements. The Affiliation Agreement may first be terminated after the end of the minimum term indicated above. Unless terminated by either Party by registered letter 6 months before the expiry date, the Agreement shall be extended for an additional year. Termination by the Employer is subject to the provisions of the Pension Fund Regulations (especially those regulating the termination of the Affiliation Agreement).

In the event bankruptcy proceedings are initiated against the Employer, the Affiliation Agreement shall end on that date.

The Affiliation Agreement may also be terminated by the Foundation before the expiry date if, for a duration of 12 months, the Pension Fund has no active members or pensioners. Moreover, the Foundation may terminate the Affiliation Agreement with immediate effect if the Employer defaults on its contribution payments or other payments, or is in serious breach of contract.

Termination of the Affiliation Agreement shall extend its effects to all active members, subject to any exceptions contemplated in the Pension Fund Regulations. The effects of the termination of the Affiliation Agreement on pensioners shall be in accordance with the Pension Fund Regulations.

Governing law Jurisdiction

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.

Signatures

Place, date

Employer signature / Company seal

Liberty 1e Flex Invest Foundation hereby confirms that it agrees with the proposed affiliation:

Place, date

Foundation signature

**Renewal/
extension or
conversion**

Approval of the Pension Fund Committee:

The Pension Fund Committee hereby confirms that it approves the proposed amendments:

Signatures

Place, date

Signature of Employer Representative

Place, date

Signature Employee Representative

Attachments

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- Record of the Pension Fund Committee elections
 - Membership application list
 - Extract from the commercial register (if applicable)
 - Articles of Association and record of resolutions (for employers legally organised as an association)
 - Foundation Charter, record of resolutions (for employers legally organised as a Foundation)
 - Copy of daily sickness benefits policy, UVG/LAA insurance policy, UVG/LAA supplemental insurance policy
 - Copy of broker mandate
 - Contractual provisions
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Contractual Provisions

These Contractual Provisions supplement the Affiliation Agreement.

1. Affiliation with the Foundation

1.1 The Employer hereby joins the Foundation, in agreement with its employees, for the provision of extra-mandatory occupational benefits. The Foundation shall maintain a separate pension fund for the Affiliated Employer.

1.2 The duties and obligations of the Foundation and the Employer are based on these Contractual Provisions, the Foundation Charter and the Regulations of the Foundation in the version in force at any given time.

1.3 The Foundation may amend existing regulations or adopt new regulations which shall also form binding legal bases for the Affiliation Agreement. The Foundation also expressly reserves the right to amend the Affiliation Agreement in line with changes in applicable law, new court decisions and the prescriptions of the tax and regulatory authorities.

2. Provision of occupational benefits

2.1 The Foundation undertakes to provide extra-mandatory benefits for the Employer and its employees in accordance with the current Pension Fund Regulations or benefits scheme (subject to any differing rules agreed with the former occupational benefits institution in a written take-over agreement). The group of members shall comprise all employees whose AHV/AVS contributory salary corresponds to at least 450% of the maximum AHV/AVS retirement pension.

2.2 The Foundation shall be managed by Liberty Pensions Ltd in Schwyz. Liberty Pensions Ltd shall represent the Foundation as Manager. Notices sent to Liberty Pensions Ltd shall also be deemed notices to the Foundation. Notices sent by Liberty Pensions Ltd shall also be deemed notices from the Foundation.

3. Joint administration / Pension Fund Committee

3.1 The activities of the Pension Fund Committee are regulated by the Rules of Procedure.

3.2 The Affiliated Employer hereby confirms that it accepts the existing composition of the Board of Trustees.

4. Duties of the Employer

4.1 The Employer shall declare the employees to be admitted to coverage to the Foundation. The Employer shall communicate the employee headcount to the Foundation at the beginning of each year, indicating the anticipated annual AHV/AVS contributory salaries. The Employer shall notify any changes occurring during the year (including salaries reduced below the regulatory threshold, changes in civil status, deaths, etc.) to the Foundation within 10 business days. For all such notifications, the Employer shall use the ad hoc forms made available by the Foundation for headcount and other changes. The Employer shall be responsible for the substantive accuracy of its notifications.

4.2 Employers whose employees are insured by several occupational benefits institutions shall file an "Employer's confirmation in accordance with Article 1a BVV2/OPP2" within 2 months of the execution of the Affiliation Agreement. Such a confirmation shall also be presented at each change in plan of the other occupational benefits institution.

4.3 The Regulations may set forth additional cooperation requirements.

5. Contributions and extra-ordinary payments

5.1 The Employer shall pay the total contributions in accordance with the Pension Fund Regulations, benefits scheme and fee schedule, and shall deduct the contributions specified in the benefits scheme from the employees' salaries, subject to any adjustments in contributions, in particular following changes in fees or in actuarial accounting principles. The Foundation shall be entitled to invoice an amount to the Employer by way of advance payment for the new insurance year.

5.2 Risk and cost contributions and any contributions charged by the Foundation for the constitution of actuarial provisions fall due at the start of the insurance year (1 January) and shall be payable within 30 days of the invoice date. For changes in the course of a year (e.g. new entries), the relevant ordinary contributions shall be payable within 30 days of the effective date of the change. Savings contributions (retirement savings credits) fall due at the end of the year (31 December) and shall be payable on 31 December.

5.3 Any interest credits or default interest charges shall be accounted and credited or charged to an interest-bearing contribution account. The Foundation shall be entitled to set market-consistent credit and debit interest rates; zero interest rates are permissible. Payments shall first be applied to cover risk and cost contributions. In case of payments in arrears, the Foundation reserves the right to offset the outstanding portion of the Employer contribution against any credit balance on the employer contribution reserve account **and to terminate the Affiliation Agreement with immediate effect.**

5.4 The Foundation shall prepare a statement of the contribution account as at the end of each calendar year. The balance on this statement shall be carried forward to the next year and shall be deemed accepted unless the Employer objects in writing within one month of the date of receipt of the statement.

5.5 On leaving a pension fund, an employee shall be entitled to a vested termination benefit equal to the actual value of his cash balance and securities deposit. The termination payment shall not bear interest after it falls due (Article 19a(3) FZG/LFLP).

6. Liability

6.1 Should the Employer fail to honour its obligations, the Foundation shall assume no liability for any ensuing losses incurred by the Employer or the members. Reference is made in this regard to the relevant provisions (on liability) of the Pension Fund Regulations.

6.2 The Foundation declines all responsibility for the tax deductibility of contributions.

6.3 The Employer shall be fully liable towards the Foundation for its regulatory contributions in the event of coverage deficits arising from the infringement by the Employer of its contractual obligations.

7. Employer's confirmation

7.1 The Employer confirms to the Foundation that all the information provided herein is true and correct. The Employer further confirms that it has read and agrees with the contents of the following documents in their current versions, all of which form an integral part of the Affiliation Agreement:

- Pension Fund Regulations
- Rules of Procedure
- Fee Schedule
- Investment Regulations
- Partial Liquidation Regulations, and
- Benefits Scheme

The Employer acknowledges the aforesaid current legal bases and any subsequent amendments therein. The documents are only delivered in printed form on specific request, and are always available on www.liberty-vorsorge.ch

7.2 The Employer confirms that the execution of this Affiliation Agreement has been agreed with its employees or their representatives, if any (according to the law on employee participation).