

## E-Mail Waiver

### Declaration on email communication for “Multi Fund Invest” clients

**Accountholder:**

Client number	
Name*	
First name*	
Street, no.*	
Postal code, place*	
Country*	
Date of birth*	
Phone no.*	
Authorized email address*	

\* Mandatory fields

The accountholder declares that, for each existing and future accounts/securities deposits held with one of the following foundations (Liberty Foundation for Vested Pension Benefits and/or Lealta Foundation for Vested Pension Benefits and/or Liberty Foundation for 3a Retirement Savings, each hereinafter referred to as “**Foundation**”) in respect to the product Multi Fund Invest (hereinafter referred to as “**MFI**”), he intends to communicate and exchange information and data by means of unencrypted emails and issue binding orders or instructions (hereinafter referred to as “**email communication**”). In this context, the accountholder accepts the terms and conditions of this Declaration regarding email communication (hereinafter referred to as “**Declaration**”) as binding for him.

**1. Scope of the Declaration**

This Declaration automatically applies (without further action) to every existing and future account/securities deposit of the accountholder with one of the above Foundations. The contractual partner of this Declaration is the above-named Foundation with which the accountholder has concluded a pension relationship for an account/securities deposit. Furthermore, this Declaration only applies in connection with the MFI product.

**2. Account holder’s messages and orders to the Foundation**

1 The account holder acknowledges that all messages, orders or instructions received by the Foundation from the authorized email address as the sender are deemed to have been written and authorized by him, regardless whether the email actually originated from him or not. At the same time, the account holder unconditionally acknowledges all transactions and changes booked to his accounts and securities deposits based on instructions received by email communication from the authorized email address.

- 2 Stock exchange orders sent by e-mail will only be considered for processing if they are sent from the authorised e-mail address of the sender and received exclusively in the inbox of **invest@liberty.ch**.
- 3 The account holder is aware that the Foundation only verifies that incoming emails are sent from the authorized email address in accordance with this Declaration. The Foundation does not perform any additional legitimacy checks.
- 4 The account holder accepts that email communication is processed during normal business hours on a best-efforts, non-priority basis. Furthermore, timely processing is not assured.
- 5 Subject to section 5 para.4 of this Declaration, all notifications, orders or instructions from the account holder received from the authorized email address as the sender will be deemed to comply with any regulatory or contractual formalities (e.g. written form).

### 3. The Foundation's messages to the account holder

- 1 Messages sent by Foundation to the account holder via the authorized email address are deemed to have been delivered with legal validity in addition to the relevant provisions of Foundation's applicable regulations and General Terms and Conditions.
- 2 The Foundation does not guarantee that an email received displaying a Foundation address as the sender (domain: "@liberty.ch") actually originates from the Foundation, in particular due to the risks set out in section 4 below.

### 4. Risks in connection with email communication

The account holder confirms to the Foundation that he is informed and aware that in particular

- email communication is transmitted unencrypted over an open and generally accessible network (internet), meaning that information can in principle be viewed by third parties and consequently an existing contractual relationship with the Foundation can be inferred;
- the transmission route is uncontrollable and can cross borders, even if the sender and the recipient are in the same country;
- unauthorized third parties can view, monitor and manipulate unencrypted emails unnoticed and with relatively little effort (e.g. by falsifying identities and changing email content);
- recipients have no way to check the integrity and completeness of the sender and the content of an email;
- data protection cannot be guaranteed;
- email communication may be delayed or interrupted as a result of transmission errors, technical faults, interruptions, malfunctions, unlawful interventions, network overload or other failings by the network operator;
- emails may contain viruses with a considerable potential to cause damage.

### 5. Obligations of the account holder

- 1 The account holder is obligated to inform the Foundation immediately in writing (not by email) if the authorized email address is no longer valid for any reason or if there is a suspicion that unauthorized third parties have gained knowledge of or access to the authorized email address and could misuse the email system.
- 2 If the account holder intends to change the authorized email address, a new Declaration must be signed. The new Declaration will replace the previous authorized email address.
- 3 Notwithstanding the present Declaration, the Foundation is entitled (but not obligated) to require the account holder to provide proof of identity in another form (e.g. by signature or personal appearance).

- 4 The account holder acknowledges that, notwithstanding this Declaration, he must comply with the formalities stipulated in the regulations or contract in order to ensure the validity of certain transactions. Such transactions include, notably, the payment of pension benefits, the transfer of pension assets to another recognized occupational/restricted benefits institution, risk profiling or changes in investment strategy. In addition, at the request of the Foundation, the account holder must also comply in advance with the formalities stipulated in the regulations or contract in all other transactions.
- 5 Any losses incurred by the account holder because of non-compliance with the formalities required by the Foundation shall be borne by the account holder.

### 6. Interruption or termination of email communication

The Foundation reserves the right to interrupt or terminate email communications with the account holder at any time at its sole discretion and without reason. The Foundation assumes no liability for any damages resulting from such an interruption or termination.

### 7. Responsibility and liability

- 1 The account holder hereby assumes responsibility for all risks and consequences in connection with email communication, in particular (but not limited to) the risks set out in section 4 of this Declaration, such as manipulation, transmission errors, malfunctions and interruptions of online email services, or any other Internet deficiencies.
- 2 The Foundation excludes - to the extent permitted by law - any liability for direct, indirect or consequential damages which arise or could arise for the account holder from or in connection with the use of email communication.

### 8. Release from the duty of confidentiality

Communication via email allows unauthorized third parties to infer the existence of a business relationship between the account holder and the Foundation. The account holder therefore expressly releases the Foundation and its governing bodies, representatives, and agents, from all applicable statutory confidentiality obligations (Article 62 of the Federal Data Protection Act "DSG/LPD" and, to the extent applicable, Article 86 of the Federal Act on Occupational Retirement, Survivors', and Disability Pension Plans "BVG/LPP").

### 9. Duration and termination of this Declaration

This Declaration comes into force when signed by the account holder and may be terminated by either party at any time in writing (not by email). However, the Declaration expires automatically (without further action) upon the occurrence of an event pursuant to Article 35 of the Swiss Code of Obligations (e.g. loss of legal capacity or death), but at the latest from the time at which all the account holder's accounts/securities deposits are balanced and no further business relationship exists with the Foundation.

## 10. Miscellaneous

- 1 The Foundation may amend the terms of this Declaration at any time. The Foundation shall notify the account holder of any changes in writing or by other suitable means. Failing any objection within one month of notification, the account holder is deemed to have accepted the new provisions.
- 2 In all other aspects, the valid regulations (pension fund regulations, investment regulations, rules of procedure, fee schedules and any other regulations) and the General Terms and Conditions of the Foundation apply.

## 11. Governing law and jurisdiction

Governing law and place of jurisdiction are in accordance with the relevant provisions of the Foundation's applicable pension regulations.

Signature

Place, date

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Signature

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