

Special Terms and Conditions for Zurich Invest Payment Plan

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The Special Terms and Conditions for the **Zurich Invest Payment Plan** (hereinafter "Special Conditions") additionally govern the relationship between the Customer, Lienhardt & Partner Privatbank Zürich AG (hereinafter the "Bank") and Zurich. Insofar as the Special Conditions do not contain any provision, the Bank's General Terms and Conditions shall additionally serve to clearly govern the relationship between the Customer and the Bank.

The term "Zurich" refers both to Zurich Invest Ltd and to Zurich Insurance Company Ltd and their independent general agents including the employees.

The Customer hires Zurich Invest Ltd. for advising and asset management services. As a matter of principle, the client may revoke the contractual relationship at any time. The investments made under this arrangement are to be held in a custody account by the Bank. A contract is concluded between the Customer and the Bank regarding account and custody account maintenance by the Bank for this reason. This contract applies to all accounts and custody accounts managed under this customer number. The Bank is authorized to open as many processing accounts and custody accounts as necessary to ensure the proper conducting of business.

The Bank shall be entitled to have custody account assets held in its own name, but on the Customer's account and risk, at a third-party custodian in Switzerland and abroad, as well as in collective custody accounts. In the case of collective custody accounts, the Customer is a co-owner of the total portfolio of the said custody account, with the extent of the Customer's co-ownership share being determined by the proportion of their custody account portfolio in relation to the total portfolio of the collective custody account. With regard to trading in custody account assets held abroad, the Customer agrees that the custody account assets are essentially subject to the laws and practices of the location in which they are kept.

Such foreign laws and practices may differ from those of Switzerland and may not provide an equivalent level of protection for the Customer.

General section

1. Services and Liability

At no point in time does the Bank provide investment consulting services or any kind of tax, pension, insurance or legal advice to the Customer. The bank only executes the orders placed by the client or the asset manager and assumes an execution-only function.

The bank has no obligation to advise the client on his/her investments. The bank does not at any time check the suitability/appropriateness of the investment and product decisions made by the client or the investment strategy selected by the client. The Bank's liability to the Customer is limited to losses resulting from gross negligence on the part of the Bank.

The client is advised solely by Zurich. Zurich provides its investment advisory and asset management services as a separate service and the bank has no liability whatsoever for services provided by Zurich. The customer advised by Zurich is the one who makes the final decision to invest in an investment solution taking into account his/her income and financial situation (including liquidity reserves), his/her securities-related knowledge and experience, his/her investment objectives (life goals, financial objectives) and his/her risk tolerance.

No guarantee is given that a specific investment outcome will be achieved, i.e. neither Zurich nor the Bank is liable for financial performance.

2. Information on data privacy/ release from bank-client confidentiality and professional secrecy

The bank and Zurich are each independently responsible for their data processing in connection with their respective client relationships.

The client acknowledges that the bank will process the client's personal data to comply with contractual obligations and for additional purposes. The bank's privacy policy provides information about the bank's collection, use and protection of the client's personal data and the client's rights in this regard under the relevant data protection provisions. The bank's current privacy policy is published at www.lienhardt.ch/datenschutzklarung. The client may request that a copy of the privacy policy be sent to him/her by post. The bank is available to answer any questions the client may have regarding data protection.

The Bank is entitled to disclose all customer data to Zurich and service providers and substitutes utilized by Zurich to process transactions (hereinafter "data recipients"). This authorization shall apply to the legal successors of data recipients in the event of a merger, restructuring, acquisition or other comparable corporate reorganization affecting data recipients. The data recipients are obligated to uphold confidentiality regarding the content of customer data made available to them, and to refrain from using such data for unrelated purposes. The Bank shall not be liable for losses resulting from breach of confidentiality obligations on the part of data recipients.

The Bank is entitled to provide customer data to the data recipients both within and outside Switzerland. The Bank makes customer data available to the data recipients via an open, publicly accessible network (the Internet) among other channels, thus cross-border transmission of this data occurs on a regular, uncontrolled basis. This may also apply to data transmissions where both the transmitter and data recipient are located in Switzerland. Individual data sets are transmitted in encrypted form, but the respective sender and data recipient remain recognizable. It is possible for third parties to read this data. Accordingly, it is possible for a third party to infer an existing business relationship between the Bank and the data recipient.

The client acknowledges that Zurich processes data relating to natural persons (personal data) in connection with the conclusion and execution of the contract and for other purposes. More information on this processing can be found in the privacy policy of Zurich. This privacy policy can be accessed at www.zurich.ch/data-protection or obtained by contacting Zurich Insurance Company Ltd, Dataprotection, PO box, 8085 Zurich, datenschutz@zurich.ch.

Zurich reserves the right to disclose personal data - including health data if applicable - to third parties in this context and in the other cases mentioned in the privacy policy. The client undertakes to inform third parties whose personal data he provides to Zurich about the processing of their personal data by Zurich.

The law in force requires the Bank, its employees and agents, as well as Zurich, its employees and agents, to treat all information about the Customer's business relationship and transactions that is not in the public domain ("customer-related information") as confidential.

The Customer is aware that current laws and provisions or contracts allow for certain exceptions in which the statutory obligations to confidentiality are not applicable.

The Customer acknowledges and consents to the fact that the Bank and Zurich may cooperate in relation to the provision of their respective services and in so doing may transfer customer-related information where this is useful, for example to carry out transactions or administrative work, or to comply with legal, regulatory or contractual obligations.

This shall occur in particular for the purpose of providing comprehensive and efficient customer support and information about the range of services offered by group companies. **To this extent, the Customer shall release the Bank and Zurich from their statutory confidentiality obligations (bank-customer and professional secrecy) as applicable.**

3. Country-specific restrictions/sanctions

Contract conclusion and the sale of investments is only permitted for persons domiciled in Switzerland.

The Customer acknowledges that the investments are not intended for sale to US persons in the meaning of United States law.

Zurich will not perform any services if this would breach applicable trade, financial or economic sanctions.

4. Conditions

The Bank charges fees for services at the respective applicable rates. The Bank also charges fees for services at the respective applicable rates in the name and for the account of Zurich. The Bank and/or Zurich may change these rates at any time. The Bank and/or Zurich may at any time start charging fees for services previously rendered free of charge.

5 Assets without contact and dormant assets

For information on how dormant assets are handled, please refer to the Swiss Bankers Association's Guidelines on the treatment of assets without contact and dormant assets held at Swiss banks (Guidelines on Dormant Assets) dated July 2022.

Product-specific section

1. Product description and functionalities

1.1 Product description

The Zurich Invest Payment Plan is a plan designed for the regular withdrawal of funds by selling fund shares held in accordance with a withdrawal plan. The Zurich Invest Payment Plan can be set up with or without a deferral phase. When a withdrawal plan without deferral phase is set up, the Customer's assets are split between an account and a custody account for the Customer. When a withdrawal plan is set up without a deferral phase, an amount equal to three annual withdrawals remains in the account (liquidity reserve). If a withdrawal plan with a deferral phase is set up, the total assets flow into the custody account of the customer.

Three withdrawal plans are offered:

- Withdrawal plan Defensive
- Withdrawal plan Balanced
- Withdrawal plan Growth

The withdrawal plans differ in their risk/return profile in the deferral and withdrawal phases.

1.2 Functionalities

The Zurich Invest Payment Plan involves the following product-specific functionalities:

- Account for handling periodic withdrawals for the withdrawal plan without deferral phase (Zurich Invest Payment Plan account)
- This account serves to ensure funds are available for periodic withdrawals during the first three years of the withdrawal phase in the case of the withdrawal plan without deferral phase.
- Custody account for investment and asset management (Zurich Invest Asset Management)

The reference currency for the Zurich Invest Payment Plan is Swiss francs. The exclusive accounting currency for investments in foreign currencies is Swiss francs. The Bank applies a currency spread determined by the Bank for such accounting.

1.3 Minimum deposit, minimum withdrawal and withdrawal schedule

The minimum deposit required to open a Zurich Invest Payment Plan account is CHF 20,000. This amount may be contributed as a one-time payment or through individual contributions during the deferral phase.

The minimum withdrawal amount is CHF 200.

Withdrawals may be taken monthly, quarterly, semi-annually or annually, at month-end.

2. Permitted custody account assets

The custody account used as part of the Zurich Invest Payment Plan may only hold asset types that are approved by the Bank. Zurich will notify the Customer appropriately of the approved asset types. All deposits are invested in the name of the Bank in assets in accordance with the withdrawal plan selected by the Customer, but at the expense and risk of the Customer.

The Bank has the right at any time to expand, modify or limit the spectrum of approved asset types, particularly as required for technical, legal, regulatory, business management or administrative reasons. Certain asset types (e.g. hedge fund shares) have limited purchasing and redemption possibilities, involving lengthy notice periods.

Trading in these types of assets involves delays in settling buy and sell orders of such assets. Zurich is exclusively responsible for informing the Customer regarding such asset types. The Bank reserves the right to trade such assets on the secondary market to compensate for limited purchase and redemption possibilities. Execution prices on the secondary market are not publicly published prices. Mark-ups and mark-downs also apply to secondary market execution prices.

3. Order execution

Any orders which do not fall within the framework of the asset management mandate must be communicated to Zurich in writing. These should be directed to Zurich Invest Ltd Vorsorge & Investment Operations, Hagenholzstrasse 60, 8050 Zurich, or to invest@zurich.ch.

Complete order fulfillment may take up to ten business days. If other transactions initiated by the Bank or the Customer are already being processed (e.g. rebalancing) when the order is received, complete order fulfillment may take longer than ten business days. The Bank does not exercise voting rights accruing to custody account assets as a policy, unless otherwise required by law. The Bank will not fulfill instructions from the Customer in this regard.

4. Processing of periodic withdrawals

4.1 Periodic withdrawals

In the case of the withdrawal plan without deferral phase, the periodic withdrawals are paid out via the account in the first three years. Subsequently (as in the case of the withdrawal plan with deferral phase), payment is made in accordance with section 4.2 below.

4.2 Funding of withdrawals

The bank sells fund units in the amount of a withdrawal rate to secure the payout. For the withdrawal plan without deferral phase, these sales start at the beginning of the fourth year of the withdrawal phase; for the withdrawal plan with deferral phase, they start at the beginning of the withdrawal phase.

4.3 Start of the withdrawal phase

The initial withdrawal may be taken no earlier than the month following receipt of corresponding instructions by the Bank. The Customer can define a deferral phase of a maximum of 20 years for the initial withdrawal.

5. Contributions and investments

Customer contributions received by the Bank are deposited in the account. In the case of the withdrawal plan without a deferral phase, amounts in excess of three years' annual withdrawal are invested in accordance with the withdrawal plan at the next possible investment date, less any taxes and contributions due and the costs and fees listed below. In the case of the withdrawal plan with a deferral phase, all amounts are invested in accordance with the withdrawal plan at the next possible investment date, less any taxes and contributions due and the costs and fees listed below. This shall be subject to the closure and public holiday regulations of the Swiss Exchange and the custodian bank. Investments are usually made twice a week.

They are usually made on Wednesdays and Fridays, but if these days should fall on a public holiday, the investment date is either the previous or the following working day. The Bank does not accept any liability for any investment delays, except in cases of gross negligence. The Customer will not receive interest for the period between the receipt of the payments and the investment of the funds. The Customer makes a one-time payment via transfer to the specified bank account as per the transaction order.

6. Reinvestment of returns

Upon receipt and crediting by the Bank, returns on invested funds (distributions, interest, dividends, etc.) are invested either in the investment portfolio from which they were distributed or in line with current investment strategy, per the instructions of the Asset Manager. Non-reinvestable distributions are posted to an account and do not accrue interest.

7. Availability, redemptions, minimum amounts

The Customer may in principle have transactions executed in his/her custody account at any time (buy/sell orders, etc.). Such transactions are generally executed on the next investment day following receipt unless other transactions initiated by the Bank or Customer are being processed at that time. In such cases, transactions are executed in the order in which they were placed. Additional special notice periods may apply, and investments whose redemption/sale is (temporarily) suspended may be subject to delays. Availability may be delayed for several months for custody account assets that have especially long redemption periods. A partial payout must not exceed 95 percent of the custody account value, and the amount remaining must not be less than 1,000 Swiss francs. The transfer of custody account assets to other custodian banks is prohibited. Redemptions (partial withdrawals) may result in a change in the planned term, in withdrawal plan suitability or in other key parameters of the Zurich Invest Payment Plan.

8. Follow-on investments

Further investments with a minimum amount of CHF 1,000 may be made after the full contribution has been made. Such follow-on investments must be made directly in the custody account. Funds deposited to the account for follow-on investment are not automatically invested in the custody account.

Followon investments may result in a change in the planned term, in withdrawal plan suitability or in other key parameters of the Zurich Invest Payment Plan.

9. Account closure, zeroing out

9.1 Ending of the withdrawal plan

If the remaining balance of investments in the custody account is less than a withdrawal rate, the withdrawal plan ends automatically. The remaining assets in the custody account are sold and the proceeds (after fees) are transferred to the customer.

9.2 Account closure

The Customer may liquidate their custody account assets in full or in part at any time, with immediate effect. Such closure notices must be communicated to the Bank or Zurich in writing. These should be directed to Zurich Invest Ltd Vor-sorge & Investment Operations, Hagenholzstrasse 60, 8050 Zurich, or to invest@zurich.ch. Closure of the custody account involves rescission of the asset management mandate granted to Zurich Invest Ltd, without exception. In the case of account closure, the Bank generally sells the investments on the next possible product-specific trading day (subject to transactions initiated by the Customer or the Bank) and transfers the proceeds upon receipt as directed by the Customer.

10. Costs and fees

10.1 One-time fees

A fee is charged on Customer contributions at the applicable rate and deducted from the respective amount prior to investment. Bank and postal fees for payment transactions between the Bank and the Customer are charged to the Customer.

10.2 Recurring fees

10.2.1 Custody account fee

The Bank charges a custody account fee on the average investment portfolio balance during the calendar accounting quarter for maintenance of the account and custody account at the currently applicable rate.

Charging and payment of the custody account fee:

- The custody account fee is generally charged near the end of the calendar quarter, debiting from funds made available by liquidating shares. These fees are due for all month commenced.

10.2.2 Product-specific Bank fees

The following fees are charged for conducting the Zurich Invest Payment Plan at the Bank's currently applicable rate:

- Switching plans: A maximum of two switches may be made under the current plan. The associated charges are directly debited to the custody account.

10.2.3 Zurich Invest Asset Management

The Bank charges a management fee for fund-based asset management as part of Zurich Invest Asset Management on the average balance of funds invested in the custody account during the billing calendar quarter in question. This fee for fund-based asset management is charged in the name of and for the account of the Asset Manager for management services applying the following schedule:

Zurich Invest Asset Management

Balanced and Growth	
Up to CHF 250,000	0,90%*
CHF 250,001 –	0,75%*
CHF 1'000'000	
CHF 1,000,000 and above	0,60%*
Income	0,60%*
Conservative	0,30%*

* annually, plus VAT

11. Compensation

For their work in connection with the referral of the Zurich Invest Payment Plan, Zurich Insurance Company Ltd and its independent general agents receive compensation for the referred business, which comes from Zurich Invest Ltd. For the Zurich Invest Payment Plan, the one-time compensation upon conclusion amounts to between 0 and 5.40 percent of the invested volume (thereof 0 to 4.0 percent from the subscription fee), and the recurring annual compensation amounts to between 0.19 and 0.55 percent of the invested volume, depending on the investment product employed in the context of the asset management mandate.

The client understands and accepts that receiving such compensation may mean a potential conflict of interests, especially because such compensation could create incentives for Zurich Insurance Company Ltd and its independent general agents, e.g. to select investment products for the sale of which Zurich Insurance Company Ltd and its independent general agents receive compensation (e.g. to select funds instead of direct investments) or to select more expensive investment products for which Zurich Insurance Company Ltd and its independent general agents receive more compensation than for other investment products (e.g. to prefer certain fund types or fund providers over others). Zurich Insurance Company Ltd and its independent general agents as well as Zurich Invest Ltd will at all times fulfill their duty to act in good faith and will take organizational measures to ensure that client interests are duly protected in case conflicts of interests occur within the scope of or as a result of compensation.

Part of the compensation may be passed on to the employees of Zurich Insurance Company Ltd and its independent general agents as a component of their variable remuneration.

The client acknowledges this and hereby expressly waives the payout/crediting of compensation received by Zurich Insurance Company Ltd and its independent general agents and Zurich Invest Ltd and agrees that these may be retained.

The Customer also acknowledges that the Bank receives compensation from Zurich Invest AG for custody account management. This compensation is between 0.10% and 0.20% of the invested assets and is already included in the current custody fees in the amount of 0.25%. From the custody fee levied by the Bank, Zurich Invest AG retains a portion between 0.05% and 0.15% for custody account-related administration efforts. The Customer hereby declares that, in deviation from Art. 400 of the Swiss Code of Obligations, they waive the payment of all compensation associated with the Zurich Invest Payment Plan.

12. Tax consequences for the Customer

All current and future domestic and foreign taxes and charges applicable for maintenance of the account and custody account, holding in a custody account and delivery of securities/assets, etc. shall be charged to the Customer, as allowed by law. Zurich does not provide any tax consulting services. The Customer is responsible for becoming informed or obtaining advice regarding any tax consequences. Taxes and charges, including particularly withholding taxes and stamp duties on investments and proceeds/income, are also charged to the Customer, as well as any fees.

13. Changes to the Special Conditions

The Bank and Zurich reserve the right to amend these Special Conditions. Such changes shall be notified to the Customer in writing or by other suitable means and shall be deemed approved by the Customer if no objection is received within four weeks of the notification being sent, but in any case from the first Customer order after notification. Should the Customer not approve the changes, Zurich or the Bank can terminate the business relationship with the Customer with immediate effect.

14. Important risk information for communication

14.1 Communication by telephone

The following provisions apply: Transaction orders (e.g., buying, selling, deposits, and withdrawals) are not possible. For communication with Zurich by phone and for orders placed with Zurich by phone (e.g., ordering a statement of assets or requesting documents), the Customer shall exclusively use the telephone number +41 (0)44 628 22 88. Zurich will use the phone number(s) specified by the Customer above for outgoing communication by phone.

14.2 Electronic communication

The Internet is a public network generally accessible to everyone, and the usage of the Internet for communication purposes involves various risks. In particular, data transmitted via the Internet cannot be effectively protected against access or attack by unauthorized parties. The Internet might therefore be an unsuitable means for transmitting confidential information and business data, as there is a risk that the information and data concerned may be read, manipulated, withheld, deleted or otherwise edited or used by unauthorized parties. Even in the case of the transmission of publicly accessible information, it should always be noted that the sender and the recipient can be determined, and that a third party could thus deduce the existence of a business relationship. Since Zurich is unable to define the transmission route for information sent via the Internet, such communications must be considered cross-border data transfers. The authenticity of incoming electronic messages cannot be verified, nor can forgeries be detected or the sender identified with certainty. Until delays may occur before an electronically transmitted message (in particular by e-mail) is received by the recipient, and the electronic message may be overlooked in the recipient's mailbox.

14.3 The following applies to communication by e-mail:

The customer must send communication directed to Zurich by e-mail or orders placed with Zurich by e-mail exclusively to invest@zurich.ch. Outgoing e-mail communication from Zurich shall be sent to the e-mail address provided by the customer above.

14.4 Joint provisions for communication by telephone and e-mail:

The Customer agrees that not only they, but also representatives authorized by them, may communicate with Zurich by phone and email and may place orders with Zurich by phone and email. The Customer is aware of the risks associated with the use of phone and email communication (in particular, those regarding the limited possibility of verifying the identity of the person using the means of communication and of verifying the authenticity of signatures and other information, etc.). Zurich is not liable for the correctness or completeness of any data transmitted by or to Zurich by phone or email.

It is up to Zurich to decide on the extent to which it shall acknowledge communications received by phone or email, including orders placed with Zurich by phone or email. Zurich cannot guarantee timely execution of orders placed with Zurich by phone or email. Zurich may reject orders placed with Zurich by phone or email at any time, and it is up to Zurich to decide whether to accept orders placed by phone or email or to accept these orders only following positive verification of the identity of the person using these communication channels. Furthermore, Zurich may demand the use of different communication channels (especially for orders that are related to assets). Zurich will execute orders placed by phone and email as directed by the Customer.

The Customer shall not assume that an order has been accepted until they receive confirmation or notification to this effect from Zurich. Zurich does not accept any liability in this regard.

Zurich accepts no liability for direct or indirect losses or consequential losses (lost profits, third-party claims, etc.) that are incurred by the Customer or the Customer's authorized representative in connection with communications by phone and/or electronic means of communication (in particular e-mail) or due to the execution, non-execution, or incorrect execution of an order placed with Zurich by phone or electronically or due to transmission errors, technical malfunctions, operating and other disruptions, delays, manipulation, inadequacies (undetected forgeries, errors, delays, distortions, misunderstandings, viewing by unauthorized third parties, lost communications, incompleteness, mistakes, duplications, etc.), misuse or unlawful intervention in communication technology or banking systems or that are otherwise related to the use of phone and or electronic means of communication. This shall not apply to culpable acts on the part of employees of Zurich or persons whom Zurich has engaged to fulfil its obligations. If the Customer has culpably contributed to the occurrence of losses, the principles of joint liability shall apply to determine the extent to which the loss shall be borne by Zurich and the Customer.

If unauthorized orders are the result of the use of the phone or electronic means of communication and the Bank incurs losses as a result, the statutory principles of joint liability shall govern the Customer's and the Bank's liability. The Customer releases Zurich from bank-client confidentiality obligations and from obligations under data protection law in connection with phone or electronic means of communication.

14.5 Changes to the provisions concerning "Important risk advice for communications"

Zurich reserves the right to make changes to this provision. Such changes will be communicated to the Customer in writing or via another appropriate channel and will be deemed accepted by the Customer unless the Customer files an objection within four weeks of their order. If the Customer does not consent to these changes, Zurich and the Bank may terminate the business relationship with the Customer immediately.

