RIVORA SAMMELSTIFTUNG

FRAMEWORK REGULATIONS

VALID FROM JANUARY 1, 2024

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TERMS

AHV	Swiss Federal Old-Age and Survivors' Insurance pursuant to the Swiss Federal Act of 20 December 1946
IV	Swiss Federal Disability Insurance pursuant to the Swiss Federal Act of 19 June 1959
BVG	Swiss Federal Act on Occupational Retirement, Survivors' and Disability Pension Plans of 25 June 1982
BVV 2	Ordinance on Occupational Retirement, Survivors' and Disability Pension Plans of 18 April 1984
FZG	Swiss Federal Act on Vesting in Occupational Retirement, Survivors' and Disability Pension Plans of 17 December 1993
FZV	Ordinance on Vesting in Occupational Retirement, Survivors' and Disability Pension Plans of 3 October 1994
WEFV	Ordinance on the Promotion of the Use of Vested Pension Accruals for Home Ownership of 3 October 1994
UVG	Swiss Federal Act on Mandatory Accident Insurance of 20 March 1981
MVG	Swiss Federal Act on Military Insurance of 19 June 1992
ZGB	Swiss Civil Code
OR	Swiss Code of Obligations
ATSG	Swiss Federal Act on the General Part of the Social Insurance Law
National Substitute Pension Plan	Swiss social partner foundation for the National Substitute Pension Plan pursuant to Art. 60 BVG (BVG National Substitute Pension Plan Foundation)
Foundation	Rivora Sammelstiftung
Employer	Companies that are affiliated with the Foundation. The termination of an affiliation contract by the employer is carried out with the agreement of the personnel or of the staff council, should there be one
Employee	Every person, either male or female, who has entered into a part-time or full-time employment relationship with the employer
Insured person	Employees who are enrolled in the employee benefits insurance and persons in the voluntary continued insurance pursuant to Art. 47a BVG
Entitled beneficiary	Actual or potential recipient of insurance benefits
Reference age	The reference age is defined in the benefit plan
Retirement age	Actual age at which the employment relationship is terminated as a result of retirement
Pension relationship	Legal relationship between the Foundation and the insured person during his or her affiliation with the employee benefits insurance

Registered partnership	People living in a registered partnership pursuant to the Swiss Federal Act on the Registration of Partnerships of 18 June 2004 (Partnership Act) have the same legal status as married persons in these regulations. If the terms "married insured person" or "spouse" are used in these regulations, they also apply mutatis mutandis for people living in a registered partnership. If the term "divorce" is used, this also applies mutatis mutandis for registered partnerships that have been dissolved by law.

Insofar as the male form is used in the following provisions, it is also deemed to apply to the female form.

GENERAL PROVISIONS

Art. 1 Organization of the employee benefits insurance

Carrier of the employee benefits insurance	1	Under the name "Rivora Sammelstiftung" a Foundation exists within the meaning of Art. 80 et seq. ZGB, Art. 331 OR and Art. 48 par. 2 BVG with registered office in Winterthur.
Purpose	2	The purpose of the Foundation is to protect the employees of affiliated employers as well as their survivors from the economic consequences of the loss of earnings due to retirement, death and disability.
Pension fund	3	Every affiliated employer is allocated to a pension fund. The pension funds are managed separately with regard to their organization and accounting.
Board of Trustees	4	The highest governing body of the Foundation. The electoral process, the composition and the constitution of the Board of Trustees as well as its powers and tasks are determined in the rules of organization.
Pension Fund Commission	5	Pension fund body with equal employer and employee representatives. Its aim it to safeguard the interests of the insured. It represents the employer and the insured vis-à-vis the Foundation. The electoral process, the composition and the constitution of the Pension Fund Commission as well as its powers and tasks are determined in the rules of organization.
Benefit plan	6	The Pension Fund Commission defines the benefit plan. This must be approved by the Board of Trustees.
Register for occupational pensions	7	The Foundation carries out the mandatory occupational retirement, survivors' and disability insurance pursuant to the BVG. It is therefore entered into the register of occupational pension providers for the canton of Zurich.
BVG benefits guarantee	8	The Foundation grants the benefits pursuant to the BVG as a minimum. For this purpose, it manages a "shadow account" for each insured person that shows the retirement assets and the minimum benefits pursuant to the BVG.
Reinsurance	9	For the purpose of covering individual insurance risks, the Foundation can conclude insurance contracts as policyholder and beneficiary with one of the insurance companies subject to monitoring by the insurance regulatory authorities.
Defined contribution scheme	10	All the benefit plans are based on the defined contribution scheme.
Investments	11	The Foundation can conclude contracts with institutional asset managers for the management of the assets in accordance with the investment regulations.
Administrative Office	12	Implementing office of the Foundation's current business

Statutory bases

13 If these regulations do not stipulate a provision or a provision that is binding, the relevant provisions, in particular those of the BVG and the Swiss Federal Act on Vesting in Pension Plans (FZG) and the associated ordinances, shall apply.

Art. 2 Insured persons, conditions for entry

Persons subject to mandatory insurance

1 All employees whose enrolment in the benefit plan is anticipated belong to the pension fund of an affiliated employer. In particular, the minimum salary for enrolment (entry threshold) is also determined in the benefit plan.

Exceptions

2 The following are not enrolled:

- Employees who have not yet completed their 17th year of age;
- Employees who have already reached or exceeded the reference age pursuant to the BVG;
- Employees with a temporary contract for a maximum of three months. If the employment contract is extended beyond the duration of three months, enrolment in the Foundation shall take place from the time when the extension was agreed; subject to par. 3;
- Employees who work part-time and who already have mandatory insurance cover for their main profession elsewhere or who are self-employed in their main profession;
- Employees who are at least 70% disabled within the meaning of the federal disability insurance (IV) or whose insurance is being continued on a temporary basis pursuant to Art. 26a BVG;
- Employees who are not, or do not expect to be, permanently employed in Switzerland and who have adequate insurance cover abroad, provided they apply for exemption from joining the Foundation.

Employees with a fixed-term contract

3 Employees with a fixed-term contract or on deployment are subject to the mandatory insurance if:

- The employment relationship is extended beyond the duration of three months without interruption. Enrolment in the Foundation is carried out at the time the extension was agreed;
- Several consecutive periods of employment with the same employer or deployments for the same lending company total more than three months with no interruptions of more than three months. In this case, the employee is insured from the fourth month of work. However, if it was agreed prior to the beginning of the employment relationship that the employment relationship/deployment would last longer than three months, the employee shall be insured from the beginning of the employment relationship.

Employment with more than one employer

4 Employees who already have mandatory insurance with a pension fund cannot be insured for the salary that they receive from another employer.

Unpaid leave

5 If the insured person decides that he would like to remain insured for the risks of death or disability during a period of unpaid leave, he must pay the risk and administrative cost contribution for both the employee and employer during this time (see Art. 29). The full disability and death benefits then remain insured as before. If the insured person would also like to remain insured for the risk of retirement, he must also pay the savings contributions for both the employee and employer.

The employer can continue to pay the employer contribution for the risk and administrative cost contribution and/or the savings contribution instead of the insured person. If the insured person does not return to the employer after a period of two years at the latest or if the contributions agreed are no longer paid, the pension relationship is terminated.

External membership

6 Upon application by the employer, the Foundation can continue the insurance of an employee who is no longer subject to the BVG following the termination of the employment relationship subject to contributions on the basis of a special agreement with the employee. The continued insurance is limited to a period of two years. If the contributions agreed are no longer paid, as a rule the pension relationship is terminated.

Art. 3 Medical examination, health restrictions

Medical examination

1 Once they have commenced their employment relationship, the employees to be enrolled must submit a declaration of their state of health using the form provided by the Foundation if their risk benefits insured are above the limit set by the Foundation. The Foundation may present this declaration to its appointed medical examiner for a medical opinion or, based on the information in the declaration, it may request a medical examination at the Foundation's expense. Before the conclusion of the medical examination, i.e. before the insured person is informed of the results, the insurance cover provided by the Foundation equals the mandatory benefits pursuant to the BVG. The same shall apply if the insured person refuses to submit a health declaration and/or to undergo the medical examination requested. If an insured event should occur, the part of the vested benefits brought into the pension scheme that exceeds the cash value of the mandatory benefits shall also be paid out, but without interest.

Health reservation

2 The Foundation may, based on the results of the health examination, apply a health reservation for the risk benefits. However, this may only apply for a maximum of five years from the date of enrolment with the pension fund. Any health reservations and their duration are communicated to the insured person in writing as soon as the matter has been clarified, but three months after the receipt of the completed form and/or the report from the requested medical examination at the latest. If an insured event should occur during the period of this health reservation, the reason for which was also the reason for the health reservation, the risk benefits to be paid by the Foundation are reduced to the mandatory benefits pursuant to the BVG for the rest of the insured person's life. The part of the vested benefit brought into the pension scheme that exceeds the cash value of these benefits is also paid out, but without interest.

Existing health reservations

3 No health reservation is made vis-à-vis the accrued pension benefits brought into the pension scheme with the vested benefit unless such a reservation already existed in the former pension scheme. For this proviso, the period that elapsed in the previous pension scheme must be deducted.

Violation of duty of disclosure

4 If the Foundation should become aware that the information provided in the health declaration or during the medical examination was untrue or incomplete, it is entitled, within six months of becoming aware of the violation of the duty of notification, to reduce or cancel the extra-mandatory benefits for the whole duration of the withdrawal of benefits.

Pre-existing incapacity for work

5 If an employee is not fully able to work before or upon being admitted to the Foundation, but is not disabled within the meaning of the BVG, and if the cause of this incapacity for work leads to disability or death within the period relevant for the BVG, there is no entitlement to risk benefits pursuant to these regulations. If the employee was insured with another pension fund when he became incapable of working, the other pension fund is responsible for providing the relevant benefits.

Art. 4 Start and end of insurance

Start

1 Insurance cover begins, insofar as the requirements pursuant to Art 2 are fulfilled, on the day that the employment relationship with the employer commences or there is an entitlement to a salary for the first time, but at the time when the employee sets out on his way to work in every case.

End

2 The insurance ends with the termination of the employment relationship or if the entry threshold pursuant to Art. 2 para. 1 is not met. Art. 4a is reserved. The entitlements of departing employees are governed in Art. 28.

Risk and full insurance

3 Enrollment in the risk insurance (death and disability) takes place on January 1 following completion of the 17th year of age; enrollment in the full insurance (retirement, death and disability) takes place on January 1 following completion of the year of age determined in the benefit plan, but on January 1 following completion of the 24th year of age at the latest.

Extended cover

4 Insurance cover for the risks of death and disability remains in force until the conclusion of a new insurance relationship, but for one month following departure from the Foundation at the latest.

Art. 4a Continued insurance pursuant to Art. 47a BVG

Start

1 An insured person who leaves the mandatory insurance after completion of his 58th year of age because his employment relationship was terminated by his employer can request continued insurance cover in his former pension scheme. He must notify the Foundation of this within one month following the termination of the employment relationship. During the period of continued insurance, he is deemed to be an insured person within the meaning of this regulation.

- The benefit plan can make provision for the insured person to be able to continue his insurance pursuant to Art. 47a BVG after completion of the 55th year of age (instead of the 58th year of age).
- If the pension scheme provides exclusively extra-mandatory benefits, continued insurance pursuant to Art. 47a BVG is not possible.

Options

2 At the beginning of the continued insurance, the insured person must inform the Foundation whether the retirement assess could continue to accrue by means of savings credits or not. He can then change this decision as of January 1 of the following year. At the beginning and then later as of January 1 of the following

year, the insured person can change his pensionable salary, whereby this must equal at most 100% and at least 50% of his pensionable salary before the termination of the employment relationship. In addition, it must not be lower than one eighth of the maximum AHV retirement pension. If no notification is received, the continued insurance will continue to be managed within the previous scope.

End

3 The continued insurance can be cancelled by the insured person at any time, but by the Foundation only in the case of outstanding contributions. The continued insurance ends at the latest

- Once the reference age has been reached or
- Upon the occurrence of the death or disability risk (in the case of partial disability, the continued insurance for the active part remains in place) or
- Upon entry in a new pension scheme if more than two-thirds of the vested benefit is transferred to the new pension scheme.

If the continued insurance ends before completion of the 58th year of age, a vested benefit pursuant to (Art. 28) becomes due. If the continued insurance ends after completion of the 58th year of age, retirement benefits become due.

Special provisions

4 The insured person must pay the employee's and employer's risk and administrative cost contributions to the Foundation. If he chooses the further accrual of the retirement assets option, he must also pay the savings contributions for both the employee and the employer. The contributions are invoiced to the insured person directly by the Foundation.

If the insured person enters a new pension scheme, his vested benefit is transferred to the new pension scheme to the degree that it can be used for the purchase of the full regulatory benefits. The vested benefits are calculated pursuant to Art. 28.

- If a maximum of two-thirds of the vested benefit is required for the purchase and if the insured person either cannot or will not transfer the remainder, the remaining vested benefit remains with the Foundation and the continued insurance is maintained on a pro rata basis. The pensionable salary that applies for the continued insurance is reduced in the same proportion as the vested benefits transferred in relation to the full vested benefits.
- If more than two-thirds of the vested benefit is required and if the insured person cannot or will not transfer the remainder, the continued insurance comes to an end and retirement benefits become due, insofar as the insured person has completed his 58th year of age. Otherwise, the remaining vested benefits are used pursuant to Art 28 para. 5.

Art. 5 Pensionable annual salary and salary changes

Creditable annual salary

1 The creditable annual salary equals the contractually agreed annual salary subject to AHV contributions and is limited to the maximum pensionable salary pursuant to the BVG. The following principles must be observed when determining the creditable annual salary:

- Salary components that are paid only occasionally or temporarily are not included. The details are governed in the benefit plan;
- Loss of earnings due to sickness, accident, unemployment or maternity or paternity leave or similar reasons is not deducted at least for as long as the employer's duty to continue making salary payments pursuant to Art. 324a OR or maternity or paternity leave pursuant to Art. 329f OR applies;
- In special cases, e.g. in the case of large fluctuations in the work quota or salary, the relevant annual salary can be determined based on the average of the previous year's salary.

Coordination offset

2 A coordination offset can be set up to coordinate the pension benefits with those of the AHV/IV. The work quota can be considered in the determination of the coordination offset. The details are governed in the benefit plan.

Pensionable annual salary

3 The pensionable annual salary equals the creditable annual salary less any coordination offset. Any vested rights regulations can be determined in the benefit plan.

Minimum/maximum

4 A minimum and a maximum can be determined in the benefit plan.

Time

5 The pensionable salary is determined for the first time upon the enrolment of the insured person with the Foundation. Changes in salary during the year are also taken into account, always at the beginning of the month. No adjustments to the pensionable annual salary are possible for insured persons with a full incapacity for work. If an insured event should occur, any incorrect adjustment that was made to the pensionable annual salary will be reversed.

Illness

6 If the annual salary of an insured person decreases temporarily due to illness, accident, unemployment, maternity or paternity leave or for similar reasons, the previous pensionable annual salary shall remain valid if a contractually agreed continued payment of salary is in place and/or the employee is in receipt of income replacement benefits (daily benefits from the health and/or accident insurance) of if the maternity, paternity or care-related leave is continued. However, the insured person can request a reduction in the pensionable annual salary. In this case, the pensionable annual salary shall be reduced following the receipt of the application by the insured person.

Retention of pensionable annual salary

7 With the mutual agreement of the employer and the insured person, the previous pensionable salary level can be retained for a maximum of two years following a reduction in the pensionable salary.
For those insured persons whose pensionable annual salary is reduced by a maximum of 50% following the 58th year of age, the previous pensionable annual salary can be retained until the reference age. The requirement for the retention is that the corresponding contributions continue to be paid. The continuation of the pensionable salary ends with semi-retirement or as soon as the insured person receives a supplementary income from a secondary source of employment that is subject to mandatory insurance pursuant to the BVG. He must inform the Foundation of this immediately.

Partial disability

8 In the case of partial disability, the minimum salary (see par. 1) and the minimum and the maximum pensionable annual salary (see par. 4) are reduced in accordance with the pension entitlement (in fractions of the total pension).

PENSION BENEFITS

Art. 6 Overview of benefits

Types of benefits

1 The Foundation provides the following benefits

- Retirement pension for normal and deferred retirement (Art. 16)
- Retirement pension for early retirement (Art. 17)
- Retired person's child's pension (Art. 18)
- Disability benefit (Art. 19 + 20)
- Disabled person's child's pension (Art. 21)
- Waiver of contributions (Art. 22)
- Spouse's pension (Art. 23)
- Entitlement to a divorced spouse's pension (Art. 24)
- Orphan's pension (Art. 25)
- Lump-sum death benefit (Art. 26)
- Life partner's pension (Art. 27)
- Vested benefit (Art. 28).

Particularities in the extra-mandatory area

2 If the pension fund provides exclusively extra-mandatory benefits and the corresponding provisions are set out in the benefit plan

- Instead of the retirement benefits pursuant to Art. 16 to 18 of these regulations, retirement capital can be paid exclusively in cash or other retirement benefits can be paid.
- Instead of the disability benefits pursuant to Art. 20 to 22 of these regulations, disability capital can be paid exclusively in cash or other disability benefits can be paid.
- Instead of the death benefits pursuant to Art. 23 to 26 of these regulations, a lump-sum death benefit can be paid exclusively in cash or other death benefits can be paid.

Scope of benefits

3 The benefits for disabled persons and survivors are paid in the case of an insured event due to sickness or accident. In the case of disability benefits, it is relevant whether the person was insured with the Foundation at the onset of the incapacity for work that led to the disability. In the case of survivor's benefits, it is relevant whether the person was insured with the Foundation at the time of death or at the onset of the incapacity for work that led to his death. The reduction and coordination provisions (Art.10) remain reserved.

Art. 7 Retirement assets

Retirement assets

1 An individual retirement account is managed for every insured person, in which the retirement assets for the insured person can be seen.

Management of the retirement assets

2 The retirement assets comprise:

- The retirement credits (employer's and employee's savings contributions)
- The vested termination benefits from previous pension relationships
- Further purchases, repayments of early withdrawals and transfers due to divorce

- Interest
- Less early withdrawals for the purchase of owner-occupied residential property
- Less payments due to divorce
- Less transfers of the retirement assets due to semi-retirement or partial disability.

Interest rate

3 The interest rate for the business year just ended is determined annually by the Pension Fund Commission in consultation with the Board of Trustees and taking into account the financial situation for those insured persons who did not leave the portfolio of active insured on 1 December of the business year just ended. Different interest rates can be determined for the mandatory and the extra-mandatory parts of the retirement assets. The Pension Fund Commission also determines the interest rate for the pro rata temporis payments (insured events and departures) for the coming business year in consultation with the Board of Trustees.

Interest

4 The interest is calculated based on the balance of the retirement assets as per the end of the previous year and credited to the retirement assets at the end of the calendar year.

Pro rata application of interest

5 If an insured event should occur or if an insured person should leave the Foundation during the course of the calendar year, the interest is calculated on a pro rata basis based on the balance of the retirement assets at the end of the previous year. Entry benefits brought in during the operating year, as well as any purchases and early withdrawals, earn interest in the relevant year on a pro rata basis.

Art. 8 Payment of benefits

Condition

1 Benefits pursuant to the regulations are only paid out after the beneficiary has presented all the documents required by the Foundation to justify the claim. In particular, the payment of pensions can be made contingent on a proof of existence certificate. Any costs that are incurred in the acquisition of these certificates must be borne by the insured person and/or the beneficiary respectively.

Time

2 Pensions that are due are paid in monthly instalments at the beginning of the month to the bank or post office account registered with the Foundation. If the Foundation's duty to pay benefits begins during the month, it shall make a corresponding pro rata payment. If the duty to pay benefits ends, the pension for the full month remains due.

Payment address

3 Payments are made to the payment address registered by the beneficiary in Switzerland, in an EU of an EFTA state or in a state that uses the IBAN standard for processing payments. The transaction costs that are incurred because payment is made to a country that does not use the IBAN standard and any exchange rate fees are paid by the beneficiary.

Currency

4 The insurance benefits are paid in Swiss francs.

Interest

5 The payment of a benefit due pursuant to these regulations shall be made

without interest and within 20 days of the Foundation receiving all the necessary documents. In the event of failure to meet maintenance obligations, lump-sum benefits shall fall due at the earliest when the deadline pursuant to Art. 40 par. 6 BVG has expired. If the Foundation is liable for the payment of default interest on a benefit, this shall equal the BVG minimum interest rate. Art. 28 par. 4 regarding the vested benefit remains reserved.

Period of limitation

6 The claims to the vested pension rights are not limited as long as the insured person had not left the pension fund at the time of the insured event. A statute of limitation of five years applies to claims with regard to regular contributions and benefits, and of ten years to other claims. Art. 129 - 142 OR apply.

Art. 9 Lump-sum payment and lump-sum settlements

At retirement

1 The insured person can withdraw the retirement assets that have accrued until the final age as a lump sum up to the amount determined in the benefit plan instead of drawing a retirement pension. The insured person must present the Foundation with a corresponding application at least one day before the date of retirement. Married insured persons must have the application for the lump-sum option signed by their spouse as well. The Foundation is entitled to request a notarized authentication or any other verification of the signature. The lump-sum withdrawal can be limited in the benefit plan.
This provision can also be set up in the benefit plan mutatis mutandis for disability pension recipients who reach the reference age.
Insured persons who opted for voluntary continued insurance pursuant to Art. 4a for more than two years may only withdraw their retirement benefits in the form of a pension.

In the event of the death of the spouse

2 Spouses can request a lump-sum settlement instead of a spouse's pension. They must submit a corresponding application before the payment of their first pension instalment. The lump-sum settlement equals the cash value of the pension due, reduced by 3% of the pension amount for every complete and partial year that the beneficiary is younger than 45. The cash value is calculated according to the actuarial principles of the Foundation.

In the case of insignificance

3 If, at the commencement of the drawing of the pension, the annual retirement pension or the disability pension to be paid in the event of full disability equals less than 10%, the spouse's pension less than 6% and the child's pension less than 2% of the minimum AHV retirement pension, an equivalent cash amount that has been calculated in accordance with the actuarial rules is paid out instead of a pension.

Reduction/expiry of entitlement to benefits

4 The corresponding benefits pursuant to the regulations expire in proportion to the payment of a lump-sum or a lump-sum settlement.

Art. 10 Reduction and coordination provisions

Coordination

1 The benefits of the Foundation are due in addition to the benefits of Swiss and foreign social insurances and pension schemes.

Over-insurance

2 Benefits are reduced insofar as they, together with other creditable income (see par. 3), exceed 90% of the presumed income lost, including family allowances, i.e. 90% of the amount that would be presumed to be income lost in the case of an over-compensation calculation immediately prior to reaching the reference age. In addition, the Foundation is authorized to reduce the disability benefits in accordance with the provisions of Art. 26a par. 3 BVG.

Creditable income

3 The following in particular are deemed to be creditable income within the meaning of par. 2:

- Benefits from the AHV and IV (and/or domestic and foreign social insurances), with the exception of helplessness allowances, assistance contributions, settlements and similar benefits;
- Benefits from the mandatory accident insurance;
- Benefits from the military insurance;
- Benefits from an insurance to which the employer or, in its place, the Foundation has paid at least 50% of the premiums;
- Benefits from other pension schemes and vested benefits institutions as well as benefits from the Foundation;
- Benefits from a liable third party;
- Any income or replacement income that the recipient still earns or can be reasonably expected to earn (with the exception of additional income that was received during participation in measures for reintegration into the workforce pursuant to Art. 8a IV) as well as any unemployment benefits received by a disability pensioner; and
- The share of the pension awarded to a divorced spouse in the divorce decree.

Any lump-sum benefits are converted into equivalent pensions based on the the actuarial tables of the Foundation. The income of the surviving spouse, the life partner and any orphans is aggregated.

Reductions

4 The Foundation can reduce the benefits if the insured person and/or the beneficiary caused the death or the disability of the insured person or if the insured person refuses to participate in the rehabilitation measures ordered by the IV. The statutory minimum benefits pursuant to the BVG can only be refused or reduced if the AHV/IV reduces, withdraws or refuses a benefit.

The Foundation shall not make up the shortfall caused by the refusal or the reduction in the benefits of the accident or military insurance if the refusal or the reduction in the benefits is based on Art. 21 ATSG, Art. 37 UVG, Art. 39 UVG, Art. 65 MVG or Art. 66 MVG.

It is also not obliged to make up any shortfall caused by the reduction in other benefits that becomes effective once the reference age is reached (in particular pursuant to Art. 20 par. 2^{ter} and 2^{quater} UVG and Art. 47 par. 1 MVG), as well as the the reduction or refusal of benefits due to negligence.

If the benefits of the Foundation are reduced, all the benefits are reduced to the same degree. The Foundation can check the requirements for and scope of a reduction at any time and adjust its benefits accordingly if the situation should change substantially.

Liability claims

5 The Foundation assumes, from the date the insured event occurred, the claims of the insured person or beneficiaries up to the amount of the statutory benefits vis-à-vis third parties liable for the insured event.

In addition, the Foundation can request that the insured person and/or his beneficiaries should assign their claims vis-à-vis liable third parties to the Foundation up to the amount of the obligation to pay benefits. If the assignment requested fails to be carried out, the Foundation is entitled to stop its benefits.

Art. 11 Adjusting pensions to the cost of living

Statutory adjustment

1 The statutory survivor's and disability pensions that have been running for more than three years are adjusted to the cost of living until the reference age by decree of the Swiss Federal Council. Retirement pensions are not affected by this.

Voluntary adjustment

2 The Pension Fund Commission decides annually whether and to what degree the other pensions should be adjusted in consultation with the Board of Trustees.

Art. 12 Offset

Offset

1 The entitlement to benefits from the Foundation can be offset against claims assigned to the Foundation by the employer only if these claims refer to contributions that were not deducted from the insured person's salary.

Art. 13 Guaranteeing the benefit, payments in advance

Prohibition of assignment/pledge

1 The entitlement to benefits from the Foundation cannot be assigned or pledged before maturity. The provisions on the promotion of the use of vested pension accruals for home ownership and the transfer of pension assets in the case of divorce remain reserved.

Duty of advance payments

2 If the Foundation is subject to a statutory duty of advance payments, said payment in advance shall be limited to the minimum benefits according to the BVG. The applicant must prove that he has registered with all the relevant insurances and that there is a definitive, positive decision from the IV. If the case is taken over by another insurance carrier, said insurance carrier must reimburse the Foundation any advance payments that have been made. If another insurance carrier has made an advance payment within the meaning of the law and if it is determined that the Foundation has a duty to pay, the Foundation shall reimburse the advance payment within the framework of its duty to pay, however, up to a maximum of the minimum benefits pursuant to the BVG.

Art. 14 Promotion of the use of vested pension accruals for home ownership

Advance withdrawal/pledge

1 Every five years, an insured person can apply for an advance withdrawal (minimum CHF 20,000) to finance owner-occupied residential property (acquisition and creation of residential property, participation in a residential property or repayment of a mortgage) up to three years before the reference age. Owner-occupied means use by the insured person at his/her domicile or usual place of residence. The insured can also pledge this amount or his claim to pension benefits for the same purpose.

Amount

2 The insured person may withdraw or pledge an amount equal to their vested benefits up until his/her 50th birthday. If the insured person has exceeded the age of 50, he may claim, at most, the amount he was entitled to at the age of 50, or half of the termination benefit at the time the funds are withdrawn. If purchases were made in the last three years, the resulting benefits may not be withdrawn.

Reduction in pension benefits / repayment

3 In the case of an advance withdrawal, the retirement assets are reduced by the amount withdrawn, whereby the BVG retirement assets are reduced on a pro rata basis. Depending on the benefit plan, this can possibly lead to a reduction in the risk benefits (e.g. spouse's pension). Insured persons have the option of concluding an additional insurance contract with a life insurer at their own cost in order to close any gaps in pension cover caused by the early withdrawal. The Foundation shall offer such an additional insurance policy or shall refer one. Any (partial) repayment of the advance withdrawal (minimum CHF 10,000) is permitted until the reference age is reached. This is credited to the retirement assets, whereby the BVG share is credited to the BVG retirement assets. If an advance withdrawal was made before January 1, 2017 and if the pro rata share of the BVG retirement assets can no longer be calculated in the advance withdrawal, the repaid amount shall be credited to the BVG retirement assets in the same proportion as the BVG retirement assets to the retirement assets as a whole.

Documents required

4 If an insured person takes advantage of an early withdrawal or a pledge, the contractual documents for the acquisition and creation of residential property or the repayment of a mortgage, the regulations and/or the rental or loan agreement with the relevant housing cooperative for the acquisition of shares and the corresponding documents in the case of similar investments must be submitted. In the case of married insured persons, the written consent of the spouse must also be submitted. The Foundation is entitled to request a notarized authentication or any other verification of the signature.

Pledges

5 Insured persons can pledge their entitlement to pension or vested benefits for residential property for their own use.

Special provisions

6 If the pension fund's liquidity is at risk due to advance withdrawals, the pension fund may postpone the processing of applications. In such a case, the Pension Fund Commission determines the order of priority for dealing with the applications. For as long as an actuarial deficiency persists, the Board of Trustees may postpone the payment of advance withdrawals, reduce the amount or refuse it altogether if the advance withdrawal is to repay a mortgage. The Pension Fund

Commission must inform the insured of the duration of the measures.

Insured persons who opt for voluntary continued insurance pursuant to Art. 4a for more than two years may not apply for an advance withdrawal of their vested benefit for owner-occupied residential property nor may they pledge it.

Costs

7 The Foundation can request compensation of a maximum of CHF 500 for the administration costs for dealing with the application for an early withdrawal and/or pledge. The insured person must pay the cost for filing the early withdrawal/pledge with the land registry office.

Art. 15 Divorce

Basic principle

1 The corresponding provisions of the ZGB, the ZPO, the BVG and the FZG together with their relevant implementing ordinances apply for pension compensation under divorce law.

Allocation

2 In the case of the divorce of an insured person, the vested benefits accrued during the course of the marriage until the instigation of the divorce proceedings must in principle be divided equally. One-off deposits from individually owned property are excluded from this. An early withdrawal made in the context of the promotion of home ownership that has not yet been repaid is deemed to be a vested benefit to be included in the division of property. A cash payment or lump-sum benefit made during the marriage is not included in the vested benefit to be shared. The court informs the Foundation of the amount to be transferred together with the necessary details about the maintenance of insurance protection.

Reduction

3 If a share of the vested benefits of the insured person has to be transferred to the divorced spouse within the context of the divorce, the vested benefits are reduced accordingly, whereby the BVG retirement assets are reduced proportionately.

If a share of the vested benefits of an insured person in receipt of a temporary disability pension is transferred to the divorced spouse due to divorce before the reference age, this results in a reduction in the retirement assets (the BVG retirement assets are reduced proportionately) and in correspondingly lower retirement benefits. On the other hand, the current disability pension as well as any (also future) disabled person's child's pensions valid at the time of the initiation of the divorce remain unchanged. If the retirement assets accrued at the start of the disability pension have been included in the calculation of the disability pension on the basis of the regulations, the disability pension shall be reduced in accordance with the actuarial bases of the Foundation and by the maximum amount pursuant to Art. 19 par. 2 and 3 BVV 2.

If part of the vested benefits of an insured person in receipt of a lifetime disability pension is transferred to the divorced spouse due to divorce before the reference age, this results in a reduction in the disability pension, which is determined in accordance with the actuarial bases of the Foundation, as well as in the BVG disability pension by the maximum amount possible pursuant to Art. 19 par. 2 and 3 BVV 2 (subject to any disabled person's child's pension valid at the time of the initiation of the divorce proceedings).

If a share of a pension of an insured person in receipt of a retirement or disability pension after the reference age is awarded to a spouse in the context of the divorce, the pensioner's pension benefits shall be reduced to the corresponding

degree. Any entitlement to a disabled person's child's pension or retired person's child's pension shall remain unchanged. Any entitlement to survivors' benefits is calculated based on the effectively paid pension benefits following the pension compensation, subject to any orphan's benefit that replaces the child's pension that is exempted from the pension compensation.

Pension shares transferred

4 The pension share awarded to the divorced spouse does not trigger any further entitlement to benefits from the Foundation.

The annual pension payments in favor of the pension scheme of the divorced spouse earn interest at half of the interest rate determined in the regulations. The divorced spouse can agree a lump-sum transfer instead of the assignment of a pension with the Foundation. If the divorced spouse entitled to a pension should change pension fund or vested benefit institution, he must inform the Foundation by 15 November of the relevant year.

If the divorced spouse is entitled to a full disability pension or if he has reached the minimum age for early retirement, he can request the payment of a lifelong pension. If the divorced spouse has reached the reference age, the lifelong pension shall be paid out. The Foundation can also agree the transfer as a lump-sum payment with the entitled spouse. The divorced spouse can also request that the transfer should be made to his pension scheme, if he can still buy into it in accordance with the relevant regulations.

Repurchase

5 Insured persons have the option of repurchasing the vested benefits that were transferred (see Art. 30) There is no repurchase option in the case of the divorce of an insured person in receipt of a disability pension.

Creditable benefits

6 If an insured person receives a share of the vested benefit or pension of the divorced spouse in the context of a divorce, this sum shall be credited to his retirement assets, whereby the BVG retirement assets shall be increased in accordance with the notification from the transferring pension scheme.

Insured event during the divorce proceedings

7 If the insured event retirement should occur during the divorce proceedings or if an insured person in receipt of a disability pension should reach the reference age, the Foundation shall reduce the amount of the vested benefit and pension to be transferred in accordance with its actuarial bases and by the maximum amount pursuant to Art. 19g FZV.

RETIREMENT BENEFITS

Art. 16 Retirement pension for normal and deferred retirement

Start and end

1 Insured persons who reach the reference age are entitled to a retirement pension from this time. The entitlement expires at the end of the month in which the beneficiary dies.

Amount

2 The annual retirement pension is calculated from the retirement assets available at the time of retirement multiplied by the conversion rate determined in the benefits plan.

Deferred retirement

3 If the employment relationship between the insured person and the employer continues after the reference age, the former may defer the drawing of pension benefits completely or in part until retirement, but until completion of the 70th year of age at most. The retirement assets are continued as described in the benefit plan. If the benefit plan makes provision for the payment of savings contributions after the reference age, insured persons can request contribution-free deferment. In this case, neither the insured person nor the employer pays savings contributions. The retirement pension is calculated from the retirement assets available at the time of retirement multiplied by the conversion rate determined in the benefits plan. If an insured person dies during the period of deferred retirement, the survivors' pensions are determined as if the retirement benefits had been due at the time of death.

Art. 17 Retirement benefits for early retirement

Time

1 In consultation with the employer and in observance of the minimum contractual notice period, insured persons can take early retirement following the completion of the 58th year of age at the earliest.

Insured persons whose voluntary continued insurance (see Art. 4a) ends after completion of the 58th year of age can take early retirement.

Amount

2 The retirement pension is calculated from the retirement assets available at the time of retirement multiplied by the conversion rate determined in the benefits plan.

Semi-retirement

3 Semi-retirement can be carried out in a maximum of 3 steps, whereby full retirement has to be taken as the third step. The share of the retirement benefit drawn in advance may not exceed the percentage of the salary reduction. The first withdrawal must equal at least 20% of the retirement benefit. The retirement benefits are calculated in relation to the share of the retirement benefit drawn in advance and are determined in analogy to early retirement. If the remaining creditable annual salary falls below 75% of the maximum AHV retirement pension, the insured person shall be given early retirement and the duty to pay contributions expires.

AHV bridging pension

4 The payment of an AHV bridging pension can be provided for in the benefit plan. The financing, amount and conditions for entitlement are governed by the

regulation as set out in the benefit plan.

Art. 18 Retired person's child's pension

Basic principle

1 A retired person's child's pension is paid only if this has been determined in the benefit plan.

Entitlement and amount

2 Beneficiaries who receive a retirement pension are entitled to a retired person's child's pension for every child that would be entitled to an orphan's pension in the case of death. The amount of the retired person's child's pension is determined in the benefit plan.

DISABILITY BENEFITS

Art. 19 Conditions for entitlement

Entitlement and definition of disability

1 Insured persons with a degree of disability of at least 40% within the meaning of the IV are entitled to a disability pension.

Deferment / start

2 The level of disability and the start of the entitlement to a pension are determined by the decision of the IV. The entitlement to disability benefits is deferred for as long as the employer continues to pay the salary or an earnings replacement benefit (e.g. daily allowances from the health or accident insurance) which equals at least 80% of the loss of salary and is co-financed by the employer by at least 50%. The amount of the earnings replacement benefit before any reduction due to the duty to pay benefits of the federal IV is relevant. There is no entitlement to pay a pension for as long as the insured person is drawing an IV daily allowance.

End

3 The entitlement to disability benefits expires once the capacity for work is restored (subject to Art. 26a BVG) or at the end of the month in which the beneficiary dies.

Partial disability

4 Insured persons with a level of disability of less than 40% are under no circumstances entitled to benefits. For a level of disability of 70% and over, the pension entitlement equals 100%, i.e. the insured person is entitled to a full disability pension. For a level of disability of 50% to 69%, the pension entitlement equals the level of disability. For a level of disability of less than 50%, the pension entitlement equals 25% plus 2.5 percentage points for every degree of disability over 40% (example: a level of disability of 45% equals a pension entitlement of 37.5% (= 25% + 2.5% x 5 (45- 40)).

IV revision

5 The pension as determined and thus also the entitlement to a pension is increased, reduced or canceled if the level of disability for the employee benefits insurance changes by at least 5 percentage points due to an IV revision.

Retirement assets in the event of partial disability

6 With the occurrence of a partial disability, the retirement assets available at the time are divided into an earning capacity part and a disabled part in accordance with the pension entitlement (in fractions of the total pension) pursuant to par. 4. The retirement assets that correspond to the earning capacity part continue to accrue in analogy with insured persons with a full capacity for work. If the employment relationship of a partially disabled insured person is terminated, the Foundation shall pay out vested benefits pursuant to Art. 28 for the earning capacity part.

Relevant salary

7 In the case of full or partial disability, the benefits are determined based on the last pensionable salary before the occurrence of or the increase in the incapacity for work.

Check of the state of health

8 The Board of Trustees is authorized to obtain a medical report on the state of health of a disabled person at any time. If the beneficiary refuses to undergo such an examination, the benefits can be completely or partially stopped.

Art. 20 Disability pension

Amount

1 The amount of the full disability pension is determined in the benefit plan.

Art. 21 Disabled person's child's pension

Entitlement and amount

1 Beneficiaries who receive a disability pension are entitled to a disabled person's child's pension for every child that would be entitled to an orphan's pension in the case of death. The amount of the disabled person's child's pension is determined in the benefit plan.

Art. 22 Waiver of contributions

Entitlement and amount

1 If an insured person develops an incapacity for work, neither he nor his employer must pay further contributions to the Foundation as of the time of the entitlement to a disability pension. An earlier start to the waiver of contributions can be determined in the benefit plan. The retirement assets including interest continue to accrue for the duration of the waiver of contributions pursuant to the benefit plan. In the case of partial disability, the waiver of contributions is determined in accordance with the pension entitlement (in fractions of the total pension) pursuant to Art. 19 par. 4.

End

2 The entitlement expires upon regaining the capacity for work, when the beneficiary reaches the reference age or if he dies.

DEATH BENEFITS

Art. 23 Spouse's pension

Condition

1 If a married insured person or a recipient of a retirement or disability pension dies, the surviving spouse is granted a pension if the surviving spouse

- Is responsible for the upkeep of one or more children, or
- Has reached the age of 45 and the marriage lasted at least five years.

Further conditions can be determined in the benefit plan under which the entitlement to a spouse's pension is also given.

Start

2 The spouse's pension starts in the month following the death, but upon termination of the full continued payment of salary and/or upon the expiry of the entitlement to a retirement and/or disability pension at the earliest.

End

3 The spouse's pension is paid until the death of the entitled spouse and/or until remarriage.

Amount

4 The amount of the spouse's pension is determined in the benefit plan.

Settlement for spouses on remarriage

5 If the spouse's pension expires due to remarriage, the surviving spouse shall receive a settlement amounting to three annual spouse's pensions.

Art. 24 Entitlement of divorced spouses

Principle and amount

1 The divorced spouse of a deceased insured person or recipient of a retirement or disability pension is entitled to a spouse's pension from the Foundation amounting to the statutory minimum pension for divorced spouses pursuant to the BVG if

- A pension was granted in the divorce decree pursuant to Art. 124e par. 1 or 126 par. 1 ZGB; and
- The marriage lasted at least ten years; and
- The surviving divorced spouse is responsible for the maintenance of one or more children or has reached the age of 45.

The entitlement lasts for as long as the pension from the divorce decree would have lasted. The pension to the divorced spouse shall expire if the spouse remarries and/or dies.

Reduction

2 However, the benefits from the Foundation are reduced by the amount that they, together with the benefits from other insurances (in particular the AHV and IV), exceed the entitlement determined in the divorce decree. AHV survivors' pensions are taken into account in this only insofar as they are higher than the entitlement to an IV disability pension or an AHV retirement pension.

Art. 25 Orphan's pension

Entitlement and amount

1 If an insured person or a recipient of a retirement or disability pension dies, the children are entitled to an orphan's pension. The entitlement applies to foster and stepchildren only if the deceased insured person or recipient of a retirement or disability pension was responsible for the maintenance of these children up until his death and there is an entitlement to benefits from the AHV/IV. The amount of the orphan's pension is determined in the benefit plan.

Start

2 The pension starts in the month following the death, but upon termination of the full continued payment of salary and/or upon the expiry of the entitlement to a retirement and/or disability pension at the earliest.

Art. 26 Lump-sum death benefit

Entitlement

1 If an insured person dies before retirement, the beneficiaries are paid a lump-sum death benefit. If a recipient of a retirement or disability pension dies, a lump-sum death benefit can also be provided for in the benefit plan.

Amount

2 The amount of the lump-sum death benefit is determined in the benefit plan.

Order of beneficiaries

3 The order of beneficiaries for entitlement to the lump-sum death benefit is as follows:

a) The spouse;
b) In the absence of whom, the other persons who were supported to a considerable extent by the deceased insured person before death or the person who lived together in a joint household with the insured person without interruption for the last five years before death (same official residence required) or the person who is responsible for supporting one or more joint children. There is no entitlement to a lump-sum death benefit if the aforementioned persons receive a spouse's pension from another pension scheme;
c) In the absence of whom, the insured person's children with an entitlement to an orphan's pension;
d) In the absence of whom, the children without an entitlement to an orphan's pension;
e) In the absence of whom, the parents
f) In the absence of whom, the siblings.

Change in the order of beneficiaries

4 The insured person can change the beneficiary groups as set out in par. 3 to the following degree at any time by means of a written notification to the Foundation:

– If there are no persons pursuant to par. 3 a) and b), the insured person can change the order of the beneficiaries pursuant to par. 3 c) to f) or merge the beneficiaries pursuant to par. 3 c) to f) in whole or in part.

The notification must have been received by the Foundation during the lifetime of the insured person.

Allocation

5 The insured person can determine the entitlements of the beneficiaries within a group (par. 3 and 4) at his discretion by means of a written notification to the Foundation. If there is no notification from the insured person, all beneficiaries within the same group are entitled to equal amounts of the lump-sum death benefit. The notification must have been received by the Foundation during the lifetime of the insured person.

Art. 27 Life partner's pension

Basic principle

A life partner's pension is paid only if this has been determined in the benefit plan.

Conditions

2 If an insured person, pensioner or disability pension recipient dies and no entitlement to a spouse's pension or a divorced spouse's pension is triggered, the remaining same or different sex partner shall receive a pension, insofar as the following conditions have been fulfilled cumulatively

- Both partners, at the time of the death of the insured person or of the recipient of the retirement pension or disability pension, are unmarried and there is no family relationship between them.
- The surviving partner demonstrably lived with the deceased insured person, pensioner or disability pension recipient in a fixed and exclusive relationship as a couple with a joint household for at least 5 years (same official residence required).
- The surviving partner is at least 45 years old.

The surviving life partner does not receive any spouse's or life partner's pension from the first or second pillar due to a previous marriage or cohabitation relationship. The conditions of a minimum relationship duration of 5 years and a minimum age of 45 do not have to be fulfilled if the joint relationship has produced children who have not yet completed their 18th year of age or their 25th year of age if they are in education or disabled.

Start

3 The life partner's pension begins in the month following the death, but with the cessation of the full continued payment of salary and/or the expiry of the entitlement to a retirement or disability pension at the earliest.

End

4 The life partner's pension is paid until the death of the entitled life partner and/or until he/she marries or enters into a new life partnership (same official residence).

Amount

5 The amount of the life partner's pension is determined in the benefit plan.

Settlement Expiry of entitlement

6 If the life partner's pension expires due to marriage or the commencement of a new partnership, the surviving partner shall receive a settlement that equals three times the annual life partner's pension.

VESTED BENEFIT

Art. 28 Vesting

Condition

1 If the insurance relationship is terminated before the occurrence of an insured event and without any benefits under these regulations falling due, the insured person leaves the pension fund and the vested benefit becomes due. The Foundation prepares a statement detailing the amount of the vested benefit for the attention of the insured person, considering the provisions of Art. 8 FZG. Disability pension recipients whose IV pensions were reduced or stopped following the reduction in their level of disability are also entitled to vested benefits pursuant to Art. 26a BVG at the end of the provisional continued insurance.

Amount

2 The vested benefit is calculated in accordance with the statutory provisions for defined contribution schemes and equals the highest amount calculated based on the following methods:

a) Accrued retirement assets: the insured person is entitled to the accrued retirement assets at the time of departure.

b) Contributions plus premium (minimum amount pursuant to Art. 17 FZG): the insured person is entitled to any entry benefits brought into the pension fund and any purchase sums including interest as well as the savings contributions with interest together with a premium of 4% per year of age above the age of 20 accrued during the time of his membership, but up to a maximum of 100% at the most. If the insured person paid both the employer's and the employee's savings contributions for a specific period of time, these savings contributions do not qualify for a premium. The interest rate equals the minimum interest rate applicable determined by the Federal Council. In the case of a cover shortfall for the pension fund (see Art. 32), the interest rate can be reduced to the relevant interest rates for the retirement assets.

c) Vested benefit pursuant to the BVG rule: the insured person is entitled to any entry benefits brought into the pension fund and any purchase sums including interest as well as the BVG retirement assets accrued during the time of his membership of the retirement insurance.

Due date

3 The vested benefit is due upon departure from the pension fund. From this time until the moment of transfer, they earn interest at the minimum interest rate determined by the Federal Council. If the Foundation does not transfer the vested benefit within 30 days after receiving the necessary documentation for the payment, it is charged default interest pursuant to Art. 7 FZV from this point on.

Subsequent duty to provide benefits

4 If the Foundation is responsible for providing survivors' or disability benefits once it has paid out the vested benefit, the vested benefit must be repaid to the extent that it is required to finance the survivors' or disability benefits. Interest is calculated in accordance with Art. 2 par. 3 and 4 FZG. If the repayment is not made, the Foundation shall reduce its benefits in accordance with its actuarial principles.

Transfer

5 The vested benefit is transferred to the new pension scheme in Switzerland or Liechtenstein in favour of the insured person. If the insured person does not enrol with a new pension scheme in Switzerland or Liechtenstein, the vested benefit must be transferred to a vested benefit account with a vested benefit institution. In this case, a division of the vested benefit is possible, whereby the following restriction applies: maximum two different institutions and one single vested benefit account. The insured person must inform the Foundation by the departure date at the latest of the name and payment address of the institution.

Payment in cash

6 Upon written request, the vested benefit can be paid out in cash if:

- The departing person is leaving Switzerland to go abroad definitively, but excluding the economic area of Liechtenstein, and/or definitively ceases employment in Switzerland as a cross-border commuter. The mandatory part of the vested benefit (BVG retirement assets) cannot be paid out to the departing person if they remain subject to mandatory insurance for retirement, death and disability risks in another EU state and/or in accordance with Icelandic or Norwegian legal provisions;
- The insured person takes up self-employment in Switzerland and is no longer subject to mandatory insurance pursuant to the BVG;
- The vested benefit is less than the insured person's annual contribution.

If the departing insured person is married, the cash payment is permissible only with the written consent of the spouse. The Foundation is entitled to request a notarized authentication or any other verification of the signature.

Transfer to the National Substitute Pension Plan

7 If the necessary information about the insured such as payment address, proof of the reason for a cash payment, spouse's signature, etc., is missing at departure, the Foundation is entitled to transfer the vested benefit to the National Substitute Pension Plan after six months at the earliest and obliged after two years.

FUNDING

Art. 29 Contributions

Start of obligation to pay contributions

1 The obligation for the employer and the employee to pay contributions starts with enrolment into the Foundation and/or the pension fund.

End of obligation to pay contributions

2 The obligation to pay contributions ends:

- With the departure from the Foundation and/or from the pension fund of if the amounts lie under the entry threshold pursuant to Art. 2 par. 1;
- When all retirement benefits fall due;
- At the end of the month of death;
- At the end of the continued payment of salary or the earnings replacement benefit that was co-financed by the employer by at least 50%.

Contributions

3 The contributions comprise the savings, risk and administrative cost contributions. They are calculated in percentages of the pensionable annual salary, whereby the administrative cost contribution can also include a fixed amount in francs. The amount of the contributions for the employer and the insured person are determined in the benefit plan. In the event of a funding deficiency, additional financial restructuring contributions can be levied. The details are determined in Art. 32.

Payment of contributions

4 The insured persons' contributions are deducted from their salary by the employer in monthly instalments and transferred to the Foundation on a monthly basis together with the employer's contribution.

The employer can pay its contributions from its own resources, from an employer contribution reserve that has been accrued for this purpose and is reported separately in the Foundation's accounts or from a foundation that is financed by the employer.

Special provisions

5 The provisions in Art. 4a apply for the contributions during the voluntary continued insurance pursuant to Art. 47a BVG.

Art. 30 Entry benefits and purchase sums

Vested benefits brought into the pension fund

1 Pursuant to Art. 3 FZG, every insured person is obliged to bring all his vested benefits from previous insurance relationships and schemes into the Foundation, including funds from vested benefit accounts and safekeeping accounts or vested benefit policies, as an entry benefit. The full amount is credited to the retirement assets as per the transfer date. The Foundation is entitled to request a confirmation from the insured person that all the vested benefits have been transferred.

Utilization

2 The vested termination benefits are used for the purchase of pension benefits. The vested benefits brought into the Foundation are credited within the scope of the BVG retirement assets, as reported by the previous pension scheme.

Purchase of maximum benefits

3 An insured person who is fit for work and who does not achieve the maximum benefits can purchase additional pension benefits subject to par. 8 and 9 and taking into account any assets and retirement benefits from previous insurance relationships and any pillar 3a assets pursuant to Art. 60a BVV 2. The calculation of the possible purchase sum is determined in the benefit plan.

Purchase for early retirement

4 If an insured person who is fit for work has purchased all his missing pension benefits pursuant to par. 3 in full, he may also make additional payments to cover the shortfall that occurs with early retirement, if the benefit plan makes provision for this option. The calculation of the possible purchase sum is determined in the benefit plan. The amount that exceeds the maximum possible amount of the retirement assets pursuant to par. 3 must be taken into account in any possible purchase. These purchase benefits are accrued separately from the retirement assets in an additional assets account. The additional assets earn interest in analogy to the retirement assets.

Continued employment following purchase for early retirement

5 If the retirement pension, including any additional assets for the purchase to compensate for early retirement, exceeds the projected retirement pension at the reference age by more than 5 percent, the following measures come into force:

- The employee and the employer stop paying savings contributions.
- The conversion rate valid at this point is frozen. In the event of the permanent termination of the employment relationship, the retirement pension that is due is calculated using this conversion rate.
- All accounts cease to earn interest.

If the benefit target is exceeded due to a change in the level of employment or deposits due to divorce, the excess must be considered accordingly. The projected retirement pension at the reference age is determined by the maximum pensionable salary for the last five years.

Minimum requirements

6 The Foundation can determine a minimum level for the purchases and the deadlines and also limit the amount of annual purchases. These are determined in the benefit plan.

BVG retirement assets

7 A voluntary purchase of pension benefits has no impact on the amount of the BVG retirement assets.

Tax deductibility

8 The tax deductibility of these purchases is determined by federal and cantonal tax law. The Foundation does not carry out any clarifications with the tax authorities on behalf of the insured with regard to the tax deductibility of the purchase. It accepts no liability for the lack of tax deductibility and/or for any violation of the federal or cantonal tax norms.

Restrictions

9 If purchases have been made, the resulting benefits may not be withdrawn as a lump sum from the benefits insurance in the following three years. If advance withdrawals were made to finance residential property, voluntary purchases may only be made once these advance withdrawals have been repaid. Insured persons who have made advance withdrawals for the purchase of residential property may, however, make voluntary purchases three years before they reach the reference age provided that these purchases, together with the advance withdrawals, do not exceed the maximum permissible benefits specified

by the regulations. If funds were transferred within the context of divorce, voluntary purchases may be made only once these funds have been repurchased.

Persons from abroad

10 Persons coming from abroad who have never belonged to a pension scheme in Switzerland before may not exceed the annual purchase amount of 20% of their pensionable salary during the first five years following admittance to a Swiss pension scheme. Art. 60b par. 2 BVV2 remains reserved. Once the five years have elapsed, purchase sums can be paid in analogy to these provisions.

Employer contribution

11 The employer can contribute to a purchase.

Art. 31 Distribution of disposable assets

Distribution to active insured and pension recipients

1 The Pension Fund Commission decides on the distribution of the disposable assets within the framework of the financial options. The amount of the disposable assets must be determined in accordance with the generally accepted professional principles and examined by the pension actuary.

Reduction in contributions

2 The Pension Fund Commission can use the disposable assets for a reduction in the employer and employee contributions. The employee savings contributions paid by the disposable assets are also credited to the insured person's account.

Pension increases

3 The Pension Fund Commission can also use the disposable assets for a voluntary increase in pensions or to pay additional monthly pensions.

FINAL PROVISIONS

Art. 32 Actuarial deficiency

Funding deficiency

1 If the actuarial balance sheet reports a funding deficiency in the pension fund, the Pension Fund Commission must take the necessary measures to eliminate the funding deficiency in collaboration with the pension actuary and the Board of Trustees. The Pension Fund Commission must consider, amongst other things, the amount of the funding deficiency, the asset and liability structure and the age structure of the insured persons and pension recipients.

Financial restructuring measures

2 If necessary, the interest rate for the retirement assets (Art. 7 par. 3), the financing and the benefits in particular can be adjusted in line with the funds available.

For as long as the funding deficiency persists and the interest rate on the retirement accounts (Art. 7 par. 3) is below the BVG minimum interest rate, the minimum amount pursuant to Art. 17 FZG will also be calculated with the interest rate on the retirement accounts.

Insofar as other measures do not provide the desired result, contributions to eliminate the funding deficiency can be levied from the insured and from the employer as well as from the pension recipients for the duration of the funding deficiency. The contribution from the company must be at least as high as the sum of all the contributions from the insured. The contribution from the pension recipients may only be levied on that part of the current pensions that came into being in the last 10 years due to increases that were not prescribed by law or by the regulations and before the introduction of these measures. It may not be levied on the insurance benefits of the mandatory insurance for retirement, death or disability. The amount of the pension at the time of entitlement remains guaranteed. The contributions from the pension recipients are offset with the current pensions.

Undercutting the BVG interest rate

3 Insofar as the measures pursuant to par. 2 prove to be insufficient, the minimum interest rate pursuant to the BVG can be undercut during the period of the funding deficiency, but for a maximum of five years at most. The undercutting may be no more than 0.5%.

Employer's account for contribution reserves with waiver of usage

4 In the event of a funding deficiency, the employer may also make deposits into a separate employer's account for contribution reserves with waiver of usage and also transfer funds from the standard employer contribution reserve to this. The investments must not exceed the amount of the funding deficiency and do not earn interest.

Information

5 The Foundation and/or the Pension Fund Commission must inform the supervisory authorities, the employers, the insured and the pension recipients of the funding deficiency and of the measures determined.

Art. 33 Partial liquidation

Conditions and procedures

1 The conditions and procedures are set out in the partial liquidation regulations.

Art. 34 Duty of information and notification, right of information

Duty to provide information

1 The insured persons and all beneficiaries are obliged to inform the Foundation truthfully and without delay of all circumstances relevant to their insurance cover and the calculation of their benefits and must submit the documents and proof required at their own cost. In particular, they must automatically report any changes in their domicile, civil status, family relationships, and in the case of recipients of disability pensions, level of disability and/or income, and in the case of recipients of spouses and/or life partner's pensions, entry into a new partnership (same official residence), etc., within four weeks of notification of the change.

Following their 18th year of age, recipients of child's or orphan's pensions must automatically submit a study, school or apprenticeship ID card annually at the beginning of the school year and/or study semester to confirm their entitlement to the pension.

The insured person must grant the Foundation the right to view the statements regarding the vested benefits from previous pension scheme relationships upon enrolment in the Foundation. The Foundation can request the vested benefits on the account of the insured person.

Violation of the duty of information and notification

2 The Foundation accepts no liability for any negative consequences that arise from a violation of the duty to provide information and notification. If the Foundation should suffer damage due to the violation of such duties, it can make the guilty person liable for this.

The Foundation shall request repayment of excess or wrongly paid benefits, in particular in the case of the violation of the duty to provide information and notification. It may also offset its claims against its benefits.

Right of information

3 The Foundation and/or the Pension Fund Commission informs the insured annually about their entitlement to benefits, their pensionable salary, the contributions, the balance of the retirement assets, the organization and financing of the Foundation and/or the pension fund and the members of the Board of Trustees and the Pension Fund Commission. An insurance certificate is issued for every insured person at the start of their insurance and after every change to their insurance, but at least once annually. This provides detailed information on the type and amount of the insured benefits, the contributions and the retirement assets, as well as the BVG retirement assets.

The insured person is informed of his vested benefit at the time of marriage. In the event of divorce, the insured person or the judge shall be informed upon request of the amount of the assets that are relevant for the calculation of the vested benefit to be divided.

The pension recipients shall receive a written confirmation of their benefits the first time that the latter become due as well as in the case of any changes to the retirement, disability and survivors' pensions.

Information upon request

4 If an insured person should so request, he must be provided with the annual accounts and the annual report, as well as with information on the return on capital, the actuarial risk experience, the administrative costs, the calculation of the actuarial reserve, the creation of reserves and the funding ratio.

Art. 35 Data protection

Forwarding of data

1 If required to fulfil the purpose of the occupational benefits insurance, the Foundation forwards insurance-related data about its insured persons and pensioners to other pension schemes and insurance companies. The Foundation can contractually outsource the processing of data to third parties in Switzerland and abroad, provided that the statutory provisions on data protection guarantee appropriate data privacy and the third-party processors are subject to the statutory duty of confidentiality or agree to observe this duty.

Forwarding of data to the employer

2 The Foundation is authorized to forward aggregated date about the beneficiaries to the employer. It must be impossible to guess the identity of individual insured persons or pensioners from this aggregated data.

Other provisions

3 The provisions of the BVG regarding the processing of personal data, inspection of documents, confidentiality obligation, disclosure of data and official and administrative assistance apply specifically. The provisions of the Federal Act on Data Protection (DSG) also apply.

Art. 36 Gaps in the regulations, disputes

Omissions

1 If the provisions of these regulations do not apply to a case, the administrative office will take a decision based on the purpose of the Foundation and the provisions of the law.

Disputes, place of jurisdiction

2 Disputes between an insured person or a beneficiary and the Foundation that cannot be resolved internally shall be decided by the cantonal insurance tribunal. The place of jurisdiction is the Swiss registered office or place of residence of the defendant or the location of the company where the insured person was employed. The provisions of the BVG shall apply for any further appeals.

Art. 37 Transitional provisions

Transitional provisions for risk cases

2 The regulation that was in force at the time of the onset of the incapacity for work, the result of which led to disability or death of an insured person, is deci-

sive in determining the disability and death benefits. The provisions on reductions and coordination remain reserved, which are governed by the currently applicable regulations.

Particularities

3 Transitional provisions can also be determined in the benefit plan for the corresponding pension funds.

Transitional provisions on pension entitlement

4 The pension entitlement of insured persons receiving a disability pension who were born in 1966 and earlier and whose entitlement to a pension arose before January 1, 2023 is governed by the provisions of the Foundation that were valid until December 31, 2022.

The current pension entitlement of insured persons receiving a disability pension who were born in 1967 and later and whose entitlement to a pension arose before January 1, 2023 remains in place until the level of disability for the employee benefits insurance changes by at least 5 percentage points due to an IV revision. However, if the adjustment to the pension entitlement means that the pension entitlement is reduced in spite of an increase in the level of disability or that the pension entitlement increases in spite of a reduction in the level of disability, the current pension entitlement remains in place.

The pension entitlement of insured persons receiving a disability pension who were born in 1992 and later and whose entitlement to a pension arose before January 1, 2023 is governed by Art. 19 para. 4 as per January 1, 2032 at the latest. If the pension entitlement should fall as a result, the current pension entitlement remains in place until the level of disability for employee benefits insurance changes by at least 5 percentage points due to an IV revision.

Art. 38 Entry into force, amendments

Entry into force

1 These regulations enter into force on January 1, 2024 and replace all previous regulations including any supplements.

Amendments

2 The Board of Trustees may amend the regulations at any time, considering the legal provisions and the purpose of the Foundation. The benefits accrued by the insured persons and the pension recipients are guaranteed at all times.

Winterthur, September 13, 2023 The Board of Trustees